



VICTORIA GOVERNMENT GAZETTE

Published by Authority.

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

No. 162.]

TUESDAY, AUGUST 22.

[1916.]

RULES UNDER THE WORKERS' COMPENSATION ACT 1915.

PRELIMINARY.

1. These Rules may be cited as "The Workers' Compensation Rules 1915," and shall come into operation on 2nd day of October, 1916. Short title.

2. In these Rules words importing the masculine gender shall be deemed and taken to include females and the singular to include the plural and the plural the singular unless the contrary as to gender or number is expressly provided. Interpretation.

Expressions used in these Rules shall have the same meaning as the same expressions used in the Act.

The words—

"clear days" shall mean that in all cases in which any particular number of days is prescribed for doing any act or for any other purpose the same shall be reckoned exclusive both of the first and of the last day.

"Judge" means a Judge of County Courts.

"Magistrate" means a Police Magistrate.

"Registrar" shall mean a Registrar, Deputy Registrar or Assistant Registrar of the County Court in the place in which proceedings may be commenced or to which they have been transferred.

"The Act" shall mean the *Workers' Compensation Act 1915*.

PARTIES TO ARBITRATION.

3. (1) When application is made for the settlement of any matter which under the Act is to be settled by Arbitration the party making such application shall be called the "Applicant" and subject to these Rules all other persons whose presence at the Arbitration may be necessary to enable the Judge or Magistrate effectively and completely to adjudicate upon and settle all the questions involved shall be made parties to the application and shall be called the "Respondents." Parties to Arbitration. Eng. r. 2 (1).

(2) In any case in which both the principal contractor and a contractor with him are alleged to be liable to pay compensation under the Act all persons may be joined as Respondents against whom the right to any relief is alleged to exist whether jointly severally or in the alternative. Cf. Eng. r. 2(2).

4. More persons than one may be joined as Applicants in one Arbitration in any case in which any right to any relief arising out of the same injury to the same worker is alleged to exist whether jointly severally or in the alternative provided that the Judge or Magistrate upon the application of any Respondent if it appear to him that such Joinder may embarrass or delay the proceedings may order separate hearings. Joinder of several Applicants. Cf. Eng. r. 3.

Application by
Dependants for
settlement of
compensation.
Eng. r. 4 (1).

5. (1) An application on behalf of the Dependants of a deceased worker for the settlement by Arbitration of the amount payable as compensation to such Dependants may be made by the legal personal representative (if any) of the deceased workman on behalf of such Dependants or by the Dependants themselves and in either case the particulars to be filed as hereinafter mentioned shall contain particulars as to the Dependants on whose behalf the application is made.

Eng. r. 4 (2).

(2) Provided that if there be any conflict of interest between the Dependants themselves or if any Dependants neglect or refuse to join in an application the application may be made by or on behalf of some only of such Dependants the other Dependants in either case being named as Respondents.

Eng. r. 4 (3).

(3) In the construction of this Rule the term "Dependants" shall include persons who claim or may be entitled to claim to be Dependants but as to whose claim to rank as Dependants any question arises.

Application by
dependants
under Act,
Second
Schedule, para-
graph (2). Where
amount of
compensation
agreed upon or
ascertained.
Eng. r. 5 (1).

6. (1) In any case in which the amount payable as compensation to the Dependants of a deceased worker has been agreed upon or ascertained, but any question arises as to who are Dependants or as to the amount payable to each Dependant an application for the settlement of such question by Arbitration may be made either by the legal personal representative (if any) of the deceased worker on behalf of the Dependants or any of them or by such Dependants or any of them against the other Dependants and the persons claiming or who may be entitled to claim to be Dependants but as to whose claim to rank as such a question arises; or such application may be made by the persons claiming to be Dependants but as to whose claim to rank as such a question arises, or any of them against the legal personal representative (if any) of the deceased worker and to Dependants, and such of the persons claiming or who may be entitled to claim to be Dependants as are not Applicants.

Eng. r. 5 (2).

(2) In any such case, if the employer has paid the agreed or ascertained amount of compensation, it shall not be necessary to make him a Respondent but if such compensation or any part thereof is still in his hands he shall be made a Respondent.

Eng. r. 5 (3).

(3) The employer, if made a Respondent, may pay the amount of compensation in his hands into the County Court in the place in which the proceedings have been commenced to be dealt with as the Judge shall direct, and thereupon further proceedings against him shall be stayed.

Parties to
arbitration as to
sum payable
for medical
attendance and
burial. Act,
Second
Schedule,
par. (1) (iii).
Eng. r. 6.

7. (1) An application for the settlement by Arbitration of the sum payable in respect of medical attendance on and the burial of a deceased worker who leaves no Dependants shall be made by the legal personal representative (if any) of the deceased worker. If there be no such legal personal representative the application may be made by any person to whom any such expenses are due. In the latter case any other person known to the Applicant as a person to whom any such expenses are due shall be joined in the application either as an Applicant or Respondent.

(2) In any case in which application is made for the settlement by Arbitration of such amount the amount awarded if insufficient for the payment of such expenses in full shall be apportioned between the persons to whom such expenses are due in such manner as the Judge or Magistrate shall direct. Apportionment of such sum.

8. The provisions of the County Court Rules for the time being as to parties suing or defending on behalf of other persons having the same interest, and the provisions of those Rules as to persons under disability and partners suing and being sued shall, with the necessary modifications, apply to proceedings by way of Arbitration under the Act.

9. (1) Where any question has arisen and has not been settled by agreement an application for the settlement of the matter by Arbitration shall be made by the Applicant filing with the Registrar a request for Arbitration intituled in the matter of the Act and in the matter of the Arbitration which request shall state concisely the subject matter of the claim. Requests for arbitration. Eng. r. 8.

(2) Particulars shall be appended or annexed to the request containing— Particulars.

- (a) A concise statement of the circumstances under which the application is made and the relief or order which the Applicant claims :
- (b) The date of service of notice of the accident on the employer or if such notice has not been served the reason for such omission :
- (c) The full names and addresses of the Respondents and of the Applicant and of his barrister and solicitor if the proceedings are commenced through a barrister and solicitor.

10. (1) The request and particulars shall be according to such one of the forms in the Appendix hereto as shall be applicable to the case with such modifications as the nature of the case may require. Forms of request and particulars. Forms 1 to 10. Eng. r. 9.

(2) A copy of the notice of the accident shall be appended or annexed to the particulars. If this Rule cannot be complied with the reason for the omission shall be stated in the particulars.

11. (1) Where an employer on whom a claim for compensation has been made desires to make an application for the settlement of any matter by Arbitration he shall file with the Registrar a request for Arbitration in accordance with Rule 10 to which the worker or the legal personal representative (if any) and the persons claiming or who may be entitled to claim to be Dependents of a deceased worker or the other person (as the case may be) on whose behalf the claim was made shall be Respondents. Application by employer. Eng. r. 10.

(2) Particulars shall be appended or annexed to the request containing—

- (a) A concise statement of the circumstances under which the application is made ;

- (b) A statement whether the Applicant admits his liability to pay compensation or denies such liability wholly or partially with (in the latter case) a statement of the grounds on and extent to which he denies liability;
- (c) A statement of the matters which the Applicant desires to have settled by Arbitration; and
- (d) the full names and addresses of the Respondents and of the Applicant and of his barrister and solicitor if the proceedings are commenced by a barrister and solicitor.

Copies for Judge or Magistrate and for respondents.
Eng. r. 11.

12. The Applicant shall deliver to the Registrar with the request and particulars a copy thereof for the Judge or Magistrate and a copy for each Respondent to be served.

Where applicant illiterate.
Eng. r. 12.

13. Where the applicant is illiterate and unable to furnish the required information in writing the request and particulars and copies shall be filled up by the Registrar or his clerk.

PROCEEDINGS IN ARBITRATION BEFORE JUDGE OR MAGISTRATE.—
FIXING DAY AND PLACE FOR ARBITRATION.

Fixing day and place for arbitration.
Eng. r. 13.

14. On the filing of a request for Arbitration the Registrar shall transmit a copy of the request and particulars to the Judge or Magistrate who shall as soon as conveniently may be appoint the place of hearing and the day and hour for proceeding with the Arbitration. Such day shall be so fixed as to allow the copies and the request and particulars to be served on the Respondents at least eighteen clear days before the day so fixed. The Registrar shall at the beginning of every month make out lists of cases fixed by the Judge or Magistrate for Arbitration and they will be taken in the order in which they stand in the lists.

NOTICE OF DAY FIXED.

Notice to parties.
Eng. r. 14.

Form 11.

Form 12.

15. (1) On the day for proceeding with an Arbitration being fixed the Registrar shall give or send by post notice in writing to the Applicant stating the place at which and the day and hour when the Arbitration will be proceeded with and shall issue the copies and the request and particulars for service on the Respondents together with notices stating the place at which and the day and hour on and at which the Arbitration will be proceeded with and that if the Respondents do not attend in person or by their barristers and solicitors such order will be made and proceedings taken as the Judge or Magistrate may think just and expedient.

(2) Where the request is filed by an employer the notice to be served on the Respondents shall be modified by the omission of the words therein relating to denial or admission of liability or compensation.

SERVICE ON RESPONDENTS.

Service on respondents.
Eng. r. 15.

16. (1) The copies and notices mentioned in the last preceding Rule shall be served on the Respondents at least eighteen clear days before the day fixed for proceeding with the Arbitration.

(2) The copies and notices mentioned in the last preceding Rule may be served—

- (a) by a bailiff of a court ;
or, at the request of the Applicant or his barrister and solicitor ;
- (b) by the Applicant or some clerk or servant in his permanent and exclusive employ ; or
- (c) by the Applicant's barrister and solicitor or a solicitor acting as agent for such barrister and solicitor or some person in the employ of either of them or some person employed by either of them to serve such copies and notices.

(3) Service may be effected by delivering the copy and notice to the person on whom it is to be served or by sending it by post in a registered letter addressed to him at his residence or place of business in accordance with the provisions of subsections (3) (4) and (5) of section 11 of the Act.

(4) Where service is effected otherwise than by a bailiff a ^{Where service effected otherwise than by bailiff.} copy of the document served with the date and mode of service indorsed thereon shall within three clear days next after the date of service or such further time as may be allowed by the Registrar of the court issuing such document be delivered or transmitted to such Registrar by the Applicant. The Applicant shall also (unless the Respondent files an answer) after the time limited for filing an answer deliver or transmit to the Registrar ^{Form 13.} an affidavit of service of such according to the form in the Appendix with such variations alterations and additions as the circumstances of the case may require.

(5) Where a document is served by post it shall, unless the ^{Service by post.} contrary be proved; be deemed to have been served at the time when the letter containing the same would have been delivered in the ordinary course of post, and in proving the service of such document it shall be sufficient to prove that the same was properly addressed and registered.

17. (1) If any Respondent desires to disclaim any interest ^{Answer by Respondent. Eng. r. 17.} in the subject-matter of an Arbitration or considers that the Applicant's particulars are in any respect inaccurate or incomplete or desires to bring any fact or document to the notice of the Judge or Magistrate or intends to rely on the fact that notice of the accident or of death disablement or suspension was not given as required by the Act or that the claim for compensation was not made within the time limited by the Act or intends to deny (wholly or partially) his liability to pay compensation under the Act he shall ten clear days at least before the day fixed for proceeding with the Arbitration file with the Registrar an answer stating his name and address and the name and address of his barrister and solicitor (if any) and stating that he disclaims any ^{Form 14.} interest in the subject-matter of the Arbitration or stating in what respect the Applicant's particulars are inaccurate or incomplete or stating concisely any fact or document which he desires to bring to the notice of the Judge or Magistrate or on which he intends to rely on the grounds on and extent to which he denies liability.

(2) The Respondent shall with such answer file copies thereof for the Applicant and the Judge or Magistrate and one copy for each of the other Respondents and the Registrar shall within twenty-four hours after receiving such copies transmit the same

by post to the Applicant and the other Respondents respectively, and may post or deliver a copy to the Judge or Magistrate.

(3) Subject to any answer so filed and to the provisions of the next following paragraph the Applicant's particulars and, in the case of a claim for compensation, the liability to pay compensation under the Act, shall be taken to be admitted.

(4) Provided that in case of non-compliance with this Rule and of the Applicant not consenting at the Arbitration to permit a Respondent to avail himself of any matter of which he should pursuant to this Rule have given notice by filing an answer the Judge or Magistrate may on such terms as he shall think fit either proceed with the Arbitration and allow the Respondent to avail himself of such matter or adjourn the Arbitration to enable the Respondent to file such answer.

(5) The provisions of this Rule shall, with the necessary modifications, apply to a case in which a request for Arbitration is filed by an employer; but a Respondent who fails to file an answer shall not be taken to admit the truth of any statement in the applicant's particulars in which he denies, wholly or partially, his liability to pay compensation.

SUBMISSION TO AWARD OR PAYMENT INTO COURT BY
RESPONDENT.

Submission to
award or
payment into
court by
Respondent.
Eng. r. 18.
Form 15.

18. (1) Where a Respondent from whom compensation is claimed admits liability he may at any time before the day fixed for proceeding with the Arbitration—

- (a) Where the application is made by an injured worker file with the Registrar a notice that the Respondent submits to an award for the payment of a weekly sum to be specified in such notice; or
- (b) Where the application is made on behalf of the Dependants of the deceased worker or for the settlement of the sum payable in respect of medical attendance on and the burial of a deceased worker who leaves no Dependants pay into the County Court in the place in which proceedings have been commenced such sum of money as the Respondent considers sufficient to cover his liability in the circumstances of the case.

Forms 16 and 17.

(2) The Registrar shall within twenty-four hours from the time of any notice filed or payment made pursuant to the last preceding paragraph send notice thereof (with, where notice is filed, a copy of such notice) to the Applicant and to the other Respondents (if any).

Acceptance
of weekly
payment
offered.
Form 18.

(3) If the applicant is a worker and elects to accept in satisfaction of his claim the weekly payment specified in the Respondent's notice he shall send to the Registrar and to the Respondent by post or leave at the Registrar's office and at the residence or place of business of the Respondent a written notice according to the form in the Appendix stating such acceptance within such reasonable time before the day fixed for proceeding with the Arbitration as the time of filing of notice of submission by the Respondent has permitted.

(4) If the application for Arbitration is made on behalf of the Dependants of the deceased worker or for the settlement of the sum payable in respect of medical attendance and burial as aforesaid and the Applicant is willing to accept the sum paid into court in satisfaction of the compensation payable to the Dependants or in respect of which medical attendance and burial as the case may be he shall send to the Registrar and to the Respondent by post or leave at the Registrar's office and at the residence or place of business of the Respondent a written notice of such willingness according to the form in the Appendix within such reasonable time before the day fixed for proceeding with the Arbitration as the time of payment into court by the Respondent has permitted.

Acceptance of
sum paid into
court.
Form 18.

If there be any other Respondents the Applicant shall in like manner give notice of such willingness to such Respondents and if any of such Respondents are willing to accept the sum paid into court in satisfaction of such compensation as aforesaid they shall in like manner give notice of such willingness to the Registrar and to the Applicant and other Respondents.

Procedure
weekly payment
offered or sum
paid in is
accepted.

(5) If the Applicant is a worker and elects to accept in satisfaction of his claim the weekly payment submitted to by the Respondent or if in any other case the Applicant and all the Respondents give notice of their willingness to accept the sum paid into court the following provisions shall apply :—

(a) Where the Respondent submits to an award for the payment of a weekly sum the Judge or Magistrate may on an application made to him forthwith make an award directing payment of such weekly sum accordingly.

(b) Where the Respondent has paid money into court further proceedings against such Respondent shall be stayed except as hereinafter mentioned ; and

(i) If the Applicant and the other Respondents agree as to the apportionment and application of such sum the Judge may on application made to him on behalf of or with the consent of all such parties forthwith make an award for such apportionment and application.

(ii) In any other case the Arbitration may proceed as between the Applicant and the other Respondents.

(c) In any such case the Judge or Magistrate may in his discretion by his award order the Respondent filing notice of submission to an award or paying money into court to pay such costs as the Applicant and the other Respondents or any of them may have properly incurred before the receipt of notice of submission to an award or payment into court and his or their costs properly incurred in relation to notice of submission to an award or payment into court and of the notice of acceptance included if the Judge or Magistrate on consideration of the facts of the case shall so order any items which might have been allowed by order of the Judge or Magistrate at the hearing of the Arbitration.

Cost payable
by Respondent

Form 18.

(d) If the Applicant or any Respondent intends to apply for any such costs he shall give notice of his intention in his notice of acceptance according to the form in the Appendix or where the time of filing notice of submission to an award or the time of payment into court by a respondent does not permit of notice on acceptance being given the Applicant or any Respondent may apply for such costs without giving such notice.

Acceptance at any time before Arbitration opened.

(6) Where any party has not given notice of acceptance in accordance with this Rule he may nevertheless accept the weekly payments which the Respondent has submitted to pay or the sum paid into court at any time before the Arbitration is called on and opened subject to the payment of any costs which may have been reasonably incurred by the Respondent since the date of filing notice of submission or the date of payment into court and which may be allowed by the Judge or Magistrate and the Judge or Magistrate may order any costs so allowed to be paid by the parties so accepting and may order such costs to be set off against any costs payable to such party or to be deducted from any weekly payments or compensation awarded to such party.

Procedure and costs if weekly sum offered or sum paid in is not accepted.

(7) In default of notice of acceptance by the Applicant and all the Respondents the Arbitration may proceed but if no greater weekly payments or compensation is awarded than that which the Respondent has submitted to pay or has paid into court such Respondent shall not be liable to pay any further costs than such as he might have been ordered to pay if the weekly payment offered or sum paid into court had been accepted and the Judge or Magistrate may order any costs incurred by such Respondent after notice of submission to an award or payment into court to be paid by any party who has not given notice of acceptance of such weekly payment or sum and may order such costs to be set off against any costs payable to such party or to be deducted from any weekly payment or compensation awarded to such party. The Judge or Magistrate may also order any costs incurred after notice of payment into court by any party who has given notice of acceptance to be paid by any other party who has not given such notice and to be deducted from any compensation awarded to such last-mentioned party.

Submission to award or payment into court where employer admits liability.

(8) The provisions of this Rule shall with the necessary modifications apply to a case in which an employer who has filed a request for Arbitration admits liability to pay compensation.

Payment into court in case of injury to workman.

(9) Where in the case of an injured worker an employer admits liability he may at any time before the time fixed for proceeding with the Arbitration instead of filing a notice that he submits to an award for the payment of a weekly sum file a notice that he submits to an award for the payment of a lump sum to be specified in the notice which he considers to be sufficient to cover his liability in the circumstances of the case and may thereupon pay such sum into the County Court in which proceedings have been commenced and the provisions of this Rule shall with the necessary modifications apply to a case in which an employer files a notice and pays money into court under this paragraph.

Submission to award or payment into court with denial of liability.

(10) An employer who denies liability may file a notice of submission to an award or pay money into court in accordance

with this Rule accompanied by a notice stating his name and address and further stating that notwithstanding such submission or payment he denies his liability together with as many copies of such notice as there are parties to whom notice of such submission or payment is to be sent and the provisions of this Rule shall with the necessary modification apply to a case in which an employer files a notice of submission to an award or pays money into court under this paragraph and a copy of the notice denying liability shall be sent by the Registrar to every person to whom notice of submission to an award or payment into court has to be sent.

NOTICE TO PARTIES AGAINST WHOM INDEMNITY CLAIMED UNDER SECTION 14.

19. Where a Respondent claims to be entitled under section 14 of the Act to indemnity against any person not a party to the Arbitration he shall seven clear days at least before the day fixed for proceeding with the Arbitration file with the Registrar a notice of his claim according to the form in the Appendix and serve a copy of the same together with a copy of the Applicant's request and particulars and of the notices served on the Respondent under Rules 15 and 16 upon the person against whom such claim is made.

Notice of claim to indemnity under section 14. Eng. r. 19. Form 23.

20. If any person served with a notice under the last preceding Rule (hereinafter called the "Third Party") desires to dispute the Applicant's claim in the Arbitration as against the Respondent on whose behalf the notice has been given or his own liability to such Respondent he must appear before the Judge or Magistrate on the day fixed for proceeding with the Arbitration or on any day to which he may have received notice from the Registrar that the Arbitration has been adjourned or postponed and in default of his so doing he shall be deemed to admit the validity of any award made against such Respondent as to any matter which the Judge or Magistrate has jurisdiction to decide in the Arbitration as between the Applicant and the Respondent whether such award is made by consent or otherwise and his own liability to indemnify the Respondent to the extent claimed in the notice served on him by the Respondent.

Appearance by Third Party. Eng. r. 20.

Provided, that if it appears to the Judge or Magistrate before or at the Arbitration that the notice of claim has not been served on the Third Party in time to enable him to appear on the day hereinbefore mentioned, or that for any other sufficient cause the Third Party is unable to appear on such day, the Judge or Magistrate may adjourn the proceedings in the Arbitration on such terms, as to costs or otherwise, as may be just.

21. If the Third Party fails to appear on the day mentioned in Rule 20 or if the proceedings are adjourned under that Rule on the day to which the proceedings are adjourned then if the Arbitration results in an award in favour of the Applicant or the Arbitration is finally decided in favour of the Applicant otherwise than by an award the Arbitrator may on the application of the Respondent make such award as the nature of the case may require in favour of the Respondent against the Third Party but execution thereon shall not issue without leave of the Judge or Magistrate until after satisfaction of the Respondent

Proceedings in default of appearance by Third Party. Eng. r. 21.

by the award or the amount recovered against him provided that the Judge or Magistrate may set aside or vary any award made by him against the Third Party under this Rule upon such terms as may be just.

Application for directions may be given. Eng. r. 22.

22. The Third Party or the Respondent may apply before or at the Arbitration to the Judge or Magistrate for directions and the Judge or Magistrate upon the hearing of the application may if satisfied that there is a question proper to be determined as to the liability of the Third Party to make the indemnity claimed in whole or in part order the question of such liability as between the Third Party and the Respondent giving the notice to be determined at or after the Arbitration and if not so satisfied may make such award as the nature of the case may require in favour of the Respondent giving the notice against the Third Party or the Judge or Magistrate may if it appears desirable so to do give the Third Party leave to resist the claim of the Applicant against the Respondent upon such terms as may be just or to appear at the Arbitration and take such part therein as may be just and generally may give such directions as he may think proper for having the question most conveniently determined and as to the mode or extent in or to which the Third Party shall be bound or made liable by the award in the Arbitration.

Costs. Eng. r. 23.

23. The Judge or Magistrate may decide all questions of costs as between a Third Party and the other parties to the Arbitration and may order any one or more to pay the costs of any other or others or give such direction as to costs as the justice of the case may require.

NOTICE TO PARTIES AGAINST WHOM INDEMNITY CLAIMED UNDER SECTION 16 OR OTHERWISE.

Notice of claim to indemnity under section 16 or otherwise than under section 14. Eng. r. 24. Form 23.

24. (1) Where the Respondent claims that if compensation is recovered against him he will be entitled under section 16 of the Act or otherwise than under section 14 to indemnity against any person not a party to the Arbitration he shall file and serve a notice of his claim in accordance with Rule 19.

If person served makes default he is to be deemed to admit validity of award against Respondent.

(2) If any person served with a notice under the last preceding paragraph (hereinafter called the "Third Party") desires to dispute the Applicant's claim in the Arbitration as against the Respondent on whose behalf the notice has been given, he must appear before the Judge or Magistrate on the day fixed for proceeding with the Arbitration, or on any day to which he may have received notice from the Registrar that the Arbitration has been adjourned or postponed; and in default of his so doing he shall be deemed to admit the validity of any award made against such Respondent as to any matter which the Arbitrator has jurisdiction to decide in the Arbitration as between the Applicant and the Respondent, whether such award is made by consent or otherwise.

Where notice not served in due time.

Provided, that if it appears to the Judge or Magistrate before or at the Arbitration that the notice of claim has not been served on the Third Party in time to enable him to appear on the day hereinbefore mentioned, or that for any other sufficient cause the Third Party is unable to appear on such day, the Judge or Magistrate may adjourn the proceedings in the Arbitration on such terms, as to costs or otherwise, as may be just.

(3) The Third Party or the Respondent may apply before ^{Application to} or at the Arbitration to the Judge or Magistrate for directions; ^{Judge for} and the Judge or Magistrate upon the hearing of the application, ^{directions as to} may, if it appears desirable so to do, give the Third Party leave ^{conduct of} to resist the claim of the Applicant against the Respondent upon ^{Arbitration.} such terms as may be just, or to appear at the Arbitration and take such part therein as may be just, and generally may give such directions as he shall think proper.

(4) If the Third Party obtains leave to resist the claim of ^{Costs.} the Applicant, against the Respondent, the provisions of Rule 23 as to costs shall apply.

(5) Nothing in this Rule shall empower the Judge or ^{Judge or} Magistrate to decide (otherwise than by consent) any question as ^{Magistrate how} to the liability of the Third Party to indemnify the Respondent, ^{far empowered} or to make any award in favour of the Respondent against the ^{to decide} Third Party, or to make any further or other order than that ^{questions as to} the Third Party shall not be entitled in any future proceedings ^{liability of Third} between the Respondent and such Third Party to dispute the ^{Party.} validity of the award as to any matter which the Judge or Magistrate has jurisdiction to decide in the Arbitration as between the Applicant and the Respondent.

(6) Provided, that with the consent of the Respondent and the Third Party :

- (a) If the Arbitration results in an award in favour of the Applicant, or is finally decided in favour of the Applicant otherwise than by an award, and the Third Party admits his liability to indemnify the Respondent, the Judge or Magistrate may, on application made to him at or after the hearing of the Arbitration or the final decision thereof, make such award as the nature of the case may require in favour of the Respondent against the Third Party; but execution thereon shall not issue without leave of the Judge or Magistrate until after satisfaction by the Respondent of the award against him or the amount recovered against him : or
- (b) The Judge or Magistrate may on an application for directions order any question as to the liability of the Third Party to make the indemnity claimed to be settled, as between the Respondent and the Third Party by Arbitration after the Arbitration between the Applicant and the Respondent, and may on such subsequent Arbitration make such award as the nature of the case may require in favour of either party against the other.
- (c) In any such case the Judge or Magistrate may decide all questions of costs as between the Respondent and the Third Party and may order either of such parties to pay the costs of the other (including any costs payable by such party to any other party to the Arbitration) or give such directions as to such costs as the justice of the case may require.

THIRD PARTY PROCEDURE WHERE EMPLOYER IS APPLICANT.

Third party procedure where employer is applicant.
Eng. r. 25.

25. The provisions of Rules 20 to 24 shall, with the necessary modifications, apply to a case in which an employer who has filed a request for Arbitration claims to be entitled to indemnity against any person not a party to the Arbitration.

CLAIM TO INDEMNITY AS BETWEEN RESPONDENTS.

Claim to indemnity as between Respondents.
Eng. r. 26.

26. (1) Where a Respondent claims to be entitled to indemnity against any other Respondent a like notice shall be issued and the like procedure shall thereupon be adopted for the determination of questions between the Respondents as might be issued and adopted against such other Respondent if such last-mentioned Respondent were a Third Party.

(2) Nothing herein contained shall prejudice the rights of the Applicant against any Respondent.

ABRIDGMENT OF TIME FOR SERVICE, ETC.

Abridgment of time for service, answer, &c.
Eng. r. 26A.

27. The Judge or Magistrate may for good cause shown enlarge or abridge the time fixed by these Rules for service of a request for Arbitration on any Respondent, or the time for filing an answer or serving a Third Party notice or for taking any step or filing any document or giving any notice in any matter; and if an order is made to that effect a copy of the order shall be annexed to and served with the notice to be served on the Respondent or Applicant as the case may be.

PROCEDURE ON ARBITRATION.

Procedure on Arbitration.
Eng. r. 27.

28. (1) Subject to the special provisions of these Rules, the procedure in an Arbitration shall be the same as the procedure including the power to grant adjournments in an action commenced in the County Court by plaint and summons in the ordinary way, and shall be determined by the Judge or Magistrate without a jury in so far as such procedure is applicable to proceedings by way of Arbitration; and the statutory provisions and Rules shall, with the necessary modifications, apply to such Arbitration accordingly; and in the application of such provisions and Rules the applicant's request for Arbitration shall be deemed to be a summons with particulars annexed, the day fixed for proceeding with the Arbitration shall be deemed to be the return day, and the Applicant and Respondents shall be deemed to be Plaintiff and Defendants respectively.

Burden of proof of facts not admitted.

(2) Provided that the burden of proof of any facts which are not admitted shall be the same whoever the party may be by whom the request for Arbitration is filed.

AWARD.

Award.
Form 24.

29. (1) When the Judge or Magistrate has drawn up signed and made his award he shall cause it to be filed at the office of the Registrar who shall prepare copies sufficient for service on all persons affected thereby and forthwith send one copy of the same by post or otherwise to each of such persons.

(2) The Judge or Magistrate shall have power at any time to correct any clerical mistake or error or any admitted error or mistake in such award arising from any accidental slip or omission.

APPEARANCE OF PARTIES IN ARBITRATION.

30. (1) A party to any Arbitration may appear—

- (a) In person;
- (b) By barrister and solicitor;
- (c) By counsel;

Appearance of parties.
Eng. r. 33.

Or, by leave of the Judge or Magistrate, a party may appear—

- (d) By a member of his family;
- (e) By a person in the permanent and exclusive employment of such party;
- (f) In the case of a company or corporation, by any director of the company or corporation, or by the secretary or any other officer or any person in the permanent and exclusive employment of the company or corporation;
- (g) By any officer or member of any society or other body of persons of which such party is a member or with which he is connected, or, where death results from the injury, by any officer or member of any society or other body of persons of which the deceased workman was a member or with which he was connected; or
- (h) Under special circumstances, by any other person.

(2) No person other than a barrister and solicitor who appears or acts on behalf of any party in any Arbitration under the Act shall be entitled to have or recover any fee or reward for so appearing or acting, other than such travelling expenses, and (in the case of a worker or a member of his family) allowance for time (if any) as may be allowed by the Judge or Magistrate: Provided that nothing in these Rules contained shall affect the right of counsel to appear or act in any Arbitration, or the right of any barrister and solicitor to recover costs in respect of his employment of counsel to appear or act as aforesaid.

DUTY OF ARBITRATOR AS TO TAKING NOTES.

31. At the hearing of any Arbitration the Judge or Magistrate shall make a note of any question of law raised, and of the facts in evidence in relation thereto and of his decision thereon and of his decision in the Arbitration, and he shall at the expense of any party to such Arbitration furnish a copy of the note so taken or allow a copy of the same to be taken by or on behalf of such party, and shall sign such a copy whether a notice of motion by way of appeal has been served or not.

Note to be taken of questions of law raised, &c., and copy furnished.
Eng. r. 31.

SEAMEN—SECTION 17.

32. In the application of the Act and these Rules in the case of seamen who are workers within the meaning of the Act and who are members of the crew of any such ship as in section 17 of the Act mentioned the following provisions shall have effect :—

Seamen (as defined by Act).
Eng. r. 36.

(1) In the case of the death of a seaman the claim for compensation shall state the date at which news of the death was received by the claimant.

Claim to compensation in case of death.

- Where seaman lost with ship. (2) The claim for compensation on behalf of Dependants of a seaman lost with his ship and the particulars appended or annexed to the request for Arbitration shall state the date at which the ship was lost or is deemed to have been lost.
- Forms of request for Arbitration. Forms 6 and 7. (3) A request for Arbitration shall be according to such one of the forms in the Appendix as shall be applicable to the case, with such modifications as the nature of the case shall require.
- Description of owners or charterers in documents and proceedings. (4) In any document, notice, or proceeding it shall be sufficient to describe the owners or the charterers of the ship as "the owners (or "charterers") of the ship," "_____," and the provisions of the County Court Rules for the time being as to the disclosure of the names of partners shall with the necessary modifications apply to the disclosure of the names of such owners or charterers.
- Service of documents and proceedings. (5) Subject to the provisions of paragraph 3 (a) of section 17 of the Act as to service of the notice of accident and the claim for compensation, any document, notice, or proceeding to be served on the owners or charterers of a ship shall be deemed to be sufficiently served if served on the managing owner or charterer or manager for the time being of the ship, or (except where the master is claiming compensation) on the master of the ship.

INDUSTRIAL DISEASES.

Application of Act and rules to cases of industrial diseases. Eng. r. 33. 33. In the application of the Act and these Rules in the case of a worker disabled by or suspended on account of his having contracted any disease mentioned in section 18 of and the Fifth Schedule to the Act, or in any order of the Governor in Council made under section 25 of the Act or disabled by or suspended on account of his having sustained any injury due to the nature of any employment specified in any such order, not being an injury by accident, or in the case of a worker whose death has been caused by any such disease or injury as above mentioned the following provisions shall have effect:—

- Notice of disablement. (1) The notice required by section 11 of the Act shall state the date and cause of the disablement; and where a certificate of disablement has been given, a copy thereof shall on demand be furnished to the employer.
- Forms of request for Arbitration. Forms 9 and 10. (2) A request for Arbitration shall be according to such one of the forms in the Appendix as shall be applicable to the case, with such modifications as the nature of the case may require.
- Adding Respondent under Act. Forms 19 and 20. (3) (a) If the employer desires to add any other employer as a party to the Arbitration, pursuant to proviso (ii) of Section 20 of the Act he shall file with the Registrar in duplicate a notice according to the form in the Appendix; and thereupon the Registrar shall add such other employer as a Respondent and may if necessary adjourn the hearing of the Arbitration for such time as may be necessary to enable such other employer to be duly served.

- (b) Where a Respondent is added under the last preceding paragraph, copies of the notice pursuant to which he is so added shall be sent by post to the Applicant and the original Respondent; and the like copies, together with a copy of the Applicant's request and particulars and of the notice served on the original Respondent under Rules 15 and 16 and a notice according to the form in the Appendix as to the place at which and the day on which the Arbitration will be proceeded with, shall be issued by the Registrar for service on the added Respondent; and such copies and notices shall be served on the added Respondent in accordance with Rule 16 with the substitution of the original Respondent for the Applicant. Notice of order and service on added Respondent. Forms 21 and 22.
- (c) The provisions of these Rules as to Respondents shall apply to the added Respondent from the date of service on him as if he had been originally made a Respondent. Application of Rules to added Respondent.
- (d) At the hearing of the Arbitration the Judge or Magistrate shall decide all questions as between the Applicant and the original and added Respondents, and may make such award as may be necessary effectively and completely to adjudicate upon and settle all the questions involved in the Arbitration, and may make such order as to costs as between the Applicant and the Respondents and as between the Respondents themselves as may be just. Procedure at Arbitration. Costs.
- (4) Where the employer claims under proviso (iii) of section 20 of the Act to be entitled to contribution from any other employer, he may bring in such other employer as a Third Party in accordance with Rules 19 to 23, 25 and 26, and the provisions of those Rules shall with the necessary modifications apply to any such claim to contribution in like manner as they apply to claims to indemnity. Claim to contribution under Act s. 20 (iii). Form 23.

MEMORANDUM UNDER SCHEDULE III., PARAGRAPH (6).

34. (1) Where the amount of compensation under the Act has been ascertained or any weekly payment varied or any other matter decided under the Act by agreement, the memorandum which is by paragraph (6) of the Third Schedule to the Act required to be sent to the Registrar of the County Court nearest to the place in which any person entitled to such compensation resides shall be according to such one of the Forms 25 (i to iv) in the Appendix as is applicable to the circumstances of the case, and shall be left at the office of such Registrar or sent by post by registered letter addressed to such Registrar at his office as soon as may be after the matter has been decided. Memorandum to be sent to Registrar. Act, Third Schedule, paragraph (6). Eng. r. 41. Form 25.

(2) Where the matter is decided after a medical referee has been appointed to report on any matter under paragraph (3) of the Third Schedule to the Act, a copy of the report of the Referee shall be annexed to the memorandum and recorded therewith; and if the Referee attended any proceeding in the Arbitration, it shall be so stated in the memorandum

Form 26.

(3) In case of an agreement as to any matter referred to in paragraph 1 of Rule 42 a separate statement as required by that paragraph shall be left or sent with the memorandum of the agreement.

Authentication
of memorandum
of agreement.
Eng. r. 42.

35. (1) If the matter is decided by a Judge or Magistrate the memorandum shall be authenticated by him and it shall be the duty of the Judge or Magistrate as soon as may be after the decision to draw up such memorandum and to sign the same and to leave or send the same as aforesaid or to deliver the same to some party interested to be by him so left or sent.

(2) If the matter is decided by agreement the memorandum shall be authenticated by the signatures or signature of the parties to the agreement or one of them or in the case of employers, by the signature of some official or other person in their employ duly authorized to sign on their behalf, or in the case of persons under disability by the signature of their next friend on their behalf.

(3) There shall be left or sent with the memorandum a copy thereof for every party interested, other than the party (if any) by whom the memorandum is left or sent.

(4) Where the matter is decided by agreement the Registrar may, if the original agreement is in writing, and is not left or sent to be recorded, require such original agreement to be produced; but he shall not be entitled to retain the same where a memorandum thereof is left or sent to be recorded.

(5) An agreement or memorandum of an agreement may be left with or sent to the Registrar by insurers on behalf of the parties interested.

(6) An agreement made by or on behalf of any person under any legal disability shall be conditional only unless and until a memorandum thereof has been recorded in accordance with the Act and these Rules.

Notice to
parties
interested of
memorandum
having been
received.
Eng. r. 43.
Form 27.

36. On receipt of the memorandum the Registrar shall send one of the copies thereof to every party interested with a notice according to the form in the Appendix requesting such party to inform him within seven days from the date of the notice whether the memorandum is genuine, or whether he disputes it, and if so in what particulars, or objects to its being recorded, and if so, on what grounds.

Recording of
memorandum
if not disputed.
Eng. r. 44.

37. If all the parties interested admit the genuineness of the memorandum or do not within such period of seven days dispute it or object to its being recorded the Registrar shall, subject to proviso (d) to paragraph (6) of the Third Schedule to the Act and to Rule 42 record it without further proof.

Where
memorandum
disputed or
employer
objects to its
being recorded.
Act, Third
Schedule,
paragraph
(6) (d).
Form 28.

38. If any party interested disputes the genuineness of the memorandum or if where a worker seeks to record a memorandum of agreement between his employer and himself, the employer alleges that the worker has in fact returned to work and is earning the same wages as he did before the accident and objects to the recording of the memorandum, such party or employer shall within seven days from the date of the notice mentioned in Rule 36 file with the Registrar a notice according to the form in the Appendix that he disputes the genuineness of

the memorandum or that he objects to its being recorded, and shall with such notice file a copy thereof for each of the other parties interested.

39. On the receipt of any such notice as in the last preceding Rule mentioned the Registrar shall send a copy thereof to each of the other parties interested together with a notice according to the form in the Appendix informing such party that the memorandum will not be recorded except with the consent in writing of the party or employer disputing the same or objecting to the same being recorded or by the order of a Judge or Magistrate.

Notice of
dispute or
objection.
Eng. r. 46.
Form 29.

40. (1) If the consent mentioned in the last preceding Rule is obtained the Registrar shall subject to proviso (d) to paragraph (6) of the Third Schedule to the Act and to Rule 41 record the memorandum without further proof.

Subsequent
proceedings.
Eng. r. 47.

(2) If such consent cannot be obtained, any party interested may apply to the Judge or Magistrate to order the memorandum to be recorded.

(3) Provided that if all parties interested consent in writing to any amendment of the memorandum and to the recording of the same as so amended the Registrar may amend the memorandum accordingly and record the same without further proof.

Amendment of
memorandum
by consent.

PROCEEDINGS FOR RECORD OF MEMORANDUM OR RECTIFICATION OF REGISTER.

41. The following provisions shall apply to an application to a Judge or Magistrate for an order that a memorandum be recorded or an application to a Judge or Magistrate to rectify the register pursuant to paragraph (6) of the Third Schedule to the Act—

Proceedings on
application for
record of
memorandum or
rectification of
register.
Eng. r. 48.
Form 30.

(a) The application shall be on notice in writing stating the relief or order which the Applicant claims.

(b) The notice shall be filed with the Registrar and copies thereof shall be served—

(i) in the case of an application for an order that a memorandum be recorded on the party disputing the memorandum or objecting to its being recorded, and on all other parties interested ;

(ii) in the case of an application to rectify the register on every party who would be affected by such rectification subject to the provisions of these Rules as to the parties to an arbitration ;

or on the barrister and solicitor of such party ten clear days at least before the hearing of the application, unless the Judge or Magistrate gives leave for shorter notice.

(c) On the hearing of the application witnesses may be orally examined in the same manner as on the hearing of an action in the County Court.

- (d) On the hearing of the application the Judge or Magistrate may make such order or give such directions as he may think just, regard being had in the case of an application for an order that a memorandum of an agreement be recorded, to proviso (d) to paragraph (6) of the Third Schedule to the Act.
- (e) The provisions of the Act and these Rules as to the costs of an Arbitration before a Judge or Magistrate shall apply to any such application.

REFERENCE OF AGREEMENT PRESENTED FOR REGISTRATION TO A JUDGE OR MAGISTRATE, SCHEDULE III., PARAGRAPH (6), PROVISIO (d).

Where memorandum of agreement relates to matter within Third Schedule, paragraph (6), proviso (d) of Act.
Eng. r. 49.
Form 26.

42. (1) Where a memorandum of agreement as to the redemption of a weekly payment by a lump sum or as to the amount of compensation payable to a person under any legal disability or to dependants, is presented for registration there shall be left or sent with the memorandum a separate statement according to the Form 26 in the Appendix, or such of the particulars mentioned in that Form as are applicable to the circumstances of the case.

In any such case the Registrar shall before recording the memorandum, make such inquiries and obtain such information as he may think necessary in order to satisfy himself whether the memorandum may properly be recorded, regard being had to proviso (d) to paragraph (6) of the Third Schedule to the Act. And it shall be the duty of the parties to the agreement to answer such inquiries and give such information accordingly.

(2) Where it appears to the Registrar that the memorandum ought not to be recorded for any reason mentioned in the said proviso, he shall make a report to the Judge or Magistrate in writing stating the information he has obtained and the grounds on which it appears to him that the memorandum ought not to be recorded.

(3) If on consideration of the Registrar's report it appears to the Judge or Magistrate that the memorandum may properly be recorded he may so direct and it shall be recorded accordingly.

Form 31.

(4) If on consideration of the Registrar's report it appears to the Judge or Magistrate that the memorandum should not be recorded without further inquiry, the Registrar shall send notice to the parties to the agreement according to the form in the Appendix, informing them that he has referred the matter to the Judge or Magistrate and requiring them to attend on a day to be named in the notice when the matter will be inquired into by the Judge or Magistrate.

(5) The notices shall be sent to the parties or their barristers and solicitors ten clear days at least before the day fixed for the inquiry unless the Judge or Magistrate directs shorter notice to be given.

(6) At the inquiry witnesses may be orally examined in the same manner as on the hearing of an action in the County Court

(7) At the inquiry the Judge or Magistrate may make such order or give such directions as he may think fit.

(8) The provisions of the Act and these Rules as to the costs of an Arbitration before the Judge or Magistrate shall apply to any such inquiry and in particular if it appears that a report of the Registrar has been rendered necessary by the neglect or refusal of any party to an agreement to furnish any information reasonably required of him by the Registrar, such party may be ordered to pay the costs of the inquiry.

PROCEEDINGS FOR REMOVAL OF RECORD OF MEMORANDUM OF AGREEMENT FROM REGISTER UNDER SCHEDULE III., PARAGRAPH (6), PROVISIO (e).

43. (1) An application to a Judge or Magistrate by or on behalf of any party for the removal from the register of the record of a memorandum of an agreement under proviso (e) to paragraph (6) of the Third Schedule to the Act shall be made on notice in writing: And the provisions of Rule 41 shall apply to the proceedings on such application.

(2) If it appears to the Judge or Magistrate on a report by the Registrar without such application as in the last preceding paragraph mentioned that the record of a memorandum of an agreement should be removed from the register pursuant to the said proviso the Registrar shall send notice to the parties to the agreement according to the form in the Appendix, requiring them to attend on a day to be named in the notice when the matter will be inquired into by the Judge or Magistrate.

(3) Such notice shall be sent and the inquiry held in accordance with the provisions of the last preceding Rule and the provisions of that Rule shall apply to any such inquiry.

PAYMENT INTO COURT AND APPLICATION OF LUMP SUM PAYABLE BY AGREEMENT IN LIEU OR FOR REDEMPTION OF WEEKLY PAYMENT PAYABLE TO A PERSON UNDER LEGAL DISABILITY.

44. Where an agreement is made for the payment of a lump sum in lieu of a weekly payment to a person under any legal disability or for the redemption by a lump sum of a weekly payment payable to a person under any legal disability and a memorandum thereof has been recorded in accordance with the Act and these Rules such sum shall be paid into the County Court in the place in which the proceedings have been commenced and shall be invested applied or otherwise dealt with by the Judge in such manner as the Judge in his discretion thinks fit for the benefit of the person entitled thereto and the receipt of the Registrar of such court shall be a sufficient discharge in respect of the amount paid in: And the provisions of paragraph (5) of the Second Schedule to the Act and of Rule 50 shall apply to the payment into such court and the investment and application of such lump sum.

CERTIFICATE UNDER SECTION 12, SUB-SECTION (2).

45. (1) Where an action is brought in the County Court to recover damages independently of the Act for injury caused by any accident and the court proceeds under sub-sections (1) and (2) of section 12 of the Act the certificate given by the court shall be according to the form in the Appendix.

(2) The Registrar on receiving a certificate under the said sub-sections shall record the same in like manner as if such certificate were an award made by a Judge or Magistrate.

SUMMONING MEDICAL REFEREE AS ASSESSOR UNDER SCHEDULE III., PARAGRAPH (3).

Application for assessor. Act, Third Schedule, para. (3). Eng. r. 52. Form 35.

46. (1) Any party to an Arbitration may eight clear days at least before the day fixed for proceeding with the Arbitration file with the Registrar an application according to the form in the Appendix requesting the Judge or Magistrate to summon a medical referee to sit with him as an assessor under paragraph (3) of the Third Schedule to the Act.

Assessor to be summoned if Judge or Magistrate approves.

(2) On the receipt of an application for an assessor the Registrar shall forward a copy of the same to the Judge or Magistrate who if he thinks fit shall return the same with his approval and thereupon the Registrar shall forthwith summon an assessor.

Notice where Judge or Magistrate does not approve. Form 36.

(3) If the Judge or Magistrate does not think fit that an assessor shall be summoned, notice thereof shall be given by the Registrar to the Applicant according to the form in the Appendix.

Summoning of assessor if Judge or Magistrate approves or so directs. Form 37.

(4) If the Judge or Magistrate thinks fit either on the application of any party to an Arbitration or on his own motion to summon a medical referee to sit with him as an assessor the Registrar shall forthwith summon one of the medical referees appointed by the Governor in Council for the area comprising the place in which the Arbitration is pending by sending to such medical referee by post a summons according to the form in the Appendix.

Where assessor fails to attend.

(5) If at the time and place appointed for the Arbitration the medical referee summoned does not attend the Judge or Magistrate may either proceed with the Arbitration without the assistance of an assessor or he may adjourn the hearing.

APPOINTMENT OF MEDICAL REFEREE TO REPORT UNDER SCHEDULE III., PARAGRAPH (3).

Appointment of medical referees to report under paragraph (3) of Third Schedule of Act. Eng. r. 53.

47. (1) Subject to and in accordance with the regulations made by the Governor in Council under paragraph (3) of the Third Schedule to the Act the Judge or Magistrate may submit to a medical referee for report any matter which seems material to any question arising in an Arbitration.

(2) When any matter is submitted as aforesaid the Judge or Magistrate may subject to and in accordance with such regulations order the injured worker to submit himself for examination by the medical referee; and it shall be the duty of the worker on being served with such order to submit himself for examination accordingly.

APPLICATION FOR REFERENCE TO MEDICAL REFEREE UNDER SCHEDULE II., PARAGRAPH (14).

Application for reference to a medical referee under paragraph (14) of Second Schedule of Act. Eng. r. 54.

48. With respect to applications to the Registrar of a County Court pursuant to paragraph (14) of the Second Schedule to the Act to refer any matter to a medical referee the following provisions shall have effect:—

(1) An application to the Registrar to refer any matter to a medical referee shall be made in writing and shall contain a

statement of the facts which render the application necessary according to the form in the Appendix and shall be accompanied Form 38. by a copy of the report of every medical practitioner who has examined the worker either on behalf of the employer or on the selection of the worker. The application shall be signed by or on behalf of both parties; and the Applicant shall file copies of the application and reports for the use of the medical referee.

(2) On the hearing of the application the Registrar shall refer Form 39. the matter to one of the medical referees appointed for the area comprising the place in which the Arbitration is pending: and shall forward to such medical referee by registered post one of the filed copies of the application and reports with an order of reference according to the form in the Appendix.

(3) The Registrar shall also make an order directing the Form 40. subject to and in accordance with the regulations made by the Governor in Council.

(4) Before making such order the Registrar shall inquire whether the worker is in a fit condition to travel for the purpose of examination and if satisfied that he is in a fit condition shall by the order direct him to attend at such time and place as the referee may fix and if satisfied that he is not in a fit condition to travel shall so state in the order of reference; and it shall be the duty of the worker on being served with the order to submit himself for examination accordingly.

(5) The Registrar shall deliver or send by registered post to each party a copy of the order of reference and shall send to the worker a copy of the order directing him to submit himself for examination with a notice of the consequence or effect of any refusal or obstruction to such submission for examination.

(6) The medical referee shall forward his certificate in the matter to the Registrar by registered post.

(7) On the receipt of the certificate of the medical referee Form 41. the Registrar shall inform the parties by post that it has been received and shall permit any party to inspect the same during office hours and shall on the application and at the cost of either party furnish him with a copy of the certificate or allow him to take a copy thereof.

(8) The fee payable by the applicant for such reference shall be calculated at the rate of One shilling in the pound on twenty-six times the amount of the weekly payments claimed by or payable to the worker so that the total fee shall not exceed Two pounds.

(9) The costs of any application to the Registrar including the fee paid under the last preceding paragraph may be allowed as costs in any subsequent proceedings for the settlement of the weekly payment to be made to the worker or where the application is made after the weekly payment has been settled as costs in any subsequent Arbitration as to the review of such weekly payment.

SUSPENSION OF PROCEEDINGS OR WEEKLY PAYMENTS ON REFUSAL TO SUBMIT TO EXAMINATION UNDER SCHEDULE II., PARAGRAPH (4), PARAGRAPH (13), OR PARAGRAPH (14).

Application to stay proceedings or suspend weekly payments on refusal of worker to submit to examination under Act, Second Schedule, paragraph (4), paragraph (13), or paragraph (14).
Eng. r. 55.
Form 42.

49. (1) In any case in which a worker has given notice of an accident or is receiving weekly payments under the Act and the employer alleges that the worker refuses to submit himself to medical examination in accordance with paragraph 4, paragraph 13, or paragraph 14 of the Second Schedule to the Act or in any way obstructs such examination, the employer may apply for a suspension of the right to compensation and to take or prosecute any proceedings under the Act in relation to compensation or of the right to weekly payments until such examination has taken place, in accordance with this Rule.

(2) Such application is to be made to the Judge or Magistrate in accordance with Rule 41; and the provisions of the said Rule shall apply to the proceedings on such application with the following modification:—

(a) The notice shall be served on the worker or his barrister and solicitor five clear days before the hearing of the application, unless the Judge or Magistrate gives leave for shorter notice.

PAYMENT INTO COURT AND INVESTMENT AND APPLICATION OF MONEY PAYABLE IN CASE OF DEATH. SCHEDULE II., PARAGRAPH (5).

Payment into court, investment, and application of payment in case of death. Second Schedule, paragraph (5) of Act.
Eng. r. 56a.

50. Where any payment in the case of death is to be paid into the County Court pursuant to paragraph (5) of the Second Schedule to the Act, the following provisions shall have effect:—

(1) Where any money is to be paid into court under an award made by the Judge or Magistrate, payment shall be made in accordance with the directions contained in the award.

(2) In any other case payment shall be made into the court in which the memorandum of the decision, award, or agreement under which the money is to be paid or the certificate under which the money is to be paid has been or is to be recorded.

(3) Where money is to be paid into court under this Rule, the employer shall lodge with the Registrar a præcipe in duplicate, according to the Form 43 in the Appendix, and shall annex to one copy of the præcipe a form of receipt, and the Registrar, on receipt of the sum paid in, shall sign the receipt and return the same to the employer; and the employer shall forthwith give notice to the persons interested in the sum paid in of such payment having been made.

Form 43.

(4) On the payment of money into court the Registrar shall forthwith send by post to each of the persons appearing by the award, memorandum, or certificate to be interested in such money a notice of the said payment according to the Form 46 in the Appendix. Provided that in the case of infant dependants residing with their mother or guardian it shall be sufficient to send such notice to the mother or guardian only.

Form 46.

(5) If all questions as to who are dependants and the amount payable to each dependant have been settled by Arbitration before payment into court, the sum paid into court shall be allotted between the dependants in accordance with the

awards, and the amount allotted to each dependant shall be invested, applied, or otherwise dealt with by a Judge for the benefit of the person entitled thereto in accordance with paragraph (5) of the Second Schedule to the Act.

(6) If all questions as to who are dependants have been settled by agreement before payment into court, the amount payable to each dependant shall be settled by a Judge or Magistrate, and the amount allotted to each dependant shall be invested, applied, or otherwise dealt with by a Judge for the benefit of the person entitled thereto in accordance with paragraph (5) of the Second Schedule to the Act.

(7) If any such questions have not been settled before payment into court, then—

(a) If all the persons interested in the sum paid into court agree to leave the application thereof to a Judge, or if no question arises as to who is a dependant, or as to the amount payable to any dependant, or otherwise as to the application of the sum paid into court, but any of the persons interested in the said sum are absent or under disability, the amount paid into court shall, on application to a Judge by or on behalf of the persons interested therein, be allotted, invested, applied, or otherwise dealt with by a Judge for the benefit of the persons interested therein, in accordance with paragraph (5) of the Second Schedule to the Act.

(b) If any question arises as to who is a dependant or as to the amount payable to any dependant, or otherwise as to the application of the sum paid into court, such question shall be settled by Arbitration by a Judge in accordance with the Act and these Rules; and the amount allotted to each dependant shall be invested, applied, or otherwise dealt with by a Judge for the benefit of the person entitled thereto in accordance with paragraph (5) of the Second Schedule to the Act.

(8) Where any question is settled by Arbitration in accordance with the last preceding paragraph, an application for the investment or application of any sum allotted to any person on such Arbitration may be made at or immediately after the hearing of the Arbitration.

(9) (a) Where application is not so made, or in any other case coming within paragraph (5) of the Second Schedule to the Act an application for the investment or application of any sum paid into court, or the amount allotted to any person, shall be made to a Judge on notice in writing, stating on whose behalf the application is made, and the order which the applicant asks, according to the form in Form 47. the Appendix,

- (b) The notice shall be filed with the Registrar and where the application is made by or on behalf of some only of the persons interested, notice thereof shall be served on all other parties interested, or on their barristers and solicitors, five clear days at least before the hearing of the application, unless a Judge gives leave for shorter notice.
- (c) On the hearing of the application witnesses may be orally examined in the same manner as on the hearing of an action in the County Court.
- (d) On the hearing of the application a Judge may, after making or directing such inquiries as to the dependants and on such evidence of title and identity as he may think necessary, make such order under paragraph (5) of the Second Schedule to the Act and this Rule as he may think fit.
- (e) The provisions of the Act and these Rules as to the costs of an Arbitration shall apply to any such application.

(10) An employer paying money into court under this Rule shall not be liable to any costs incurred by any person interested in such money after the receipt of notice of payment into court; but the Judge or Magistrate may, in his discretion, order such employer to pay the costs of any such person properly incurred before the receipt of such notice.

(11) Every order for the investment or application of money paid into court shall reserve liberty to the parties interested to apply to the court as they may be advised.

(12) Where any sum allotted to any person under paragraph (5) of the Second Schedule to the Act or this Rule is ordered to be paid out to or applied for the benefit of the person entitled thereto, by weekly or other periodical payments, such payments may be made to the person entitled to receive the same either at the office of the Registrar, or on the written request of such person, by crossed cheque or post-office order addressed to such person and forwarded by registered post letter, payment by post being in all cases at the cost and risk of the person requesting the same.

Payment into court where liability admitted but amount not ascertained. Eng. r. 56B.

51. (1) If there is no dispute as to the liability to pay compensation, but the amount payable has not been ascertained or decided either by Arbitration or by agreement, the employer may pay the amount which he admits to be payable as compensation into the court to which, if an agreement had been come to in the matter, a memorandum of such agreement would be sent to be recorded.

Form 44.

(2) Where money is to be paid into court under this Rule, the employer shall lodge with the Registrar a precipe in duplicate according to the Form 44 in the Appendix, containing a statement of the particulars mentioned in that form and stating in what manner the sum admitted to be payable as compensation has been arrived at. The employer shall annex to one copy of the precipe a form of receipt, according to the said form, and the Registrar, on receipt of the sum paid in, shall

sign the receipt and return the same to the employer; and the employer shall forthwith give notice to the persons interested in the sum paid in of such payment having been made.

(3) On the payment of money into court under this Rule the Registrar shall make such inquiries and obtain such information as he may think necessary to satisfy himself whether the amount paid in is adequate in the circumstances of the case; and it shall be the duty of the employer, and of persons interested in the money paid in, to answer such inquiries and give such information accordingly.

(4) Where it appears to the Registrar that the amount paid in is adequate, he shall forthwith send by post to each of the persons appearing by the precept to be interested in such money a notice of the said payment according to the Form 46 (ii) in the Appendix: Provided that in the case of infant Dependents residing with their mother or guardian it shall be sufficient to send such notice to the mother or guardian only. Form 46 (ii)

(5) Where it appears to the Registrar that the amount paid in is inadequate, he shall make a report to the Judge or Magistrate in writing, stating the information he has obtained and the grounds on which it appears to him that the amount paid in is inadequate.

(6) If on consideration of the Registrar's report it appears to the Judge or Magistrate that the amount paid in is adequate, he may direct the Registrar to send to the parties interested notice of payment in accordance with paragraph (4) of this Rule.

(7) If on consideration of the Registrar's report it appears to the Judge or Magistrate that further inquiry should be made, the Registrar shall send notice to the employer and to the parties appearing by the precept to be interested in the money paid into court, according to the Form 45 in the Appendix, informing them that he has referred the matter to the Judge or Magistrate, and requiring them to attend on a day to be named in the notice, when the matter will be inquired into by the Judge or Magistrate. On such inquiry the Judge or Magistrate may make such order as under the circumstances he may think just; and paragraphs (5), (6), and (8) of Rule 42 shall apply. Form 45.

(8) Where notice of payment into court is sent in accordance with paragraph (4) or paragraph (6) of this Rule, then—

(a) If any question arises as to the adequacy of the amount paid into court, the question as to the amount payable as compensation, and all questions as to who are Dependents and the amount payable to each Dependant, shall be settled by Arbitration in accordance with the Act and these Rules; and the amount allotted to each Dependant shall be invested, applied, or otherwise dealt with by a Judge for the benefit of the persons entitled thereto in accordance with paragraph (5) of the Second Schedule to the Act, and paragraphs (8), (9), (11), and (12) of the last preceding Rule.

(b) If no question arises as to the adequacy of the amount paid into court, the amount paid into court shall be allotted, invested, applied or otherwise dealt with by a Judge in accordance with paragraphs (7) to (9), (11) and (12) of the last preceding Rule.

(9) An employer paying money into court under this Rule shall not (except under paragraph (8) of Rule 42 or where a question arises as to the adequacy of the amount paid in, and such question is decided adversely to the employer by Arbitration under paragraph (8) of this Rule) be liable to any costs incurred by any person interested in such money after receipt of notice of payment into court; but the Judge or Magistrate may, in his discretion, order such employer to pay the costs of any such person properly incurred before the receipt of such notice.

Payment into court where liability denied.
Eng. r. 56c.

52. (1) Where a claim for compensation has been made by or on behalf of Dependants, and the employer denies liability, but is willing to pay an amount in settlement of the claim, and such of the Dependants as are not under disability are willing to accept such amount in settlement, the employer may pay such amount into the court to which, if an agreement had been come to in the matter, a memorandum of such agreement would be sent to be recorded.

Form 48.

(2) Where money is to be paid into court under this Rule, the employer shall lodge with the Registrar a præcipe, in duplicate, according to the Form 48 in the Appendix, containing a statement of the particulars mentioned in that form. The employer shall annex to one copy of the præcipe a form of receipt according to the said form, and the Registrar on receipt of the sum paid in shall sign the receipt and return the same to the employer, and the employer shall forthwith give notice to the persons interested in the sum paid in of such payment having been made.

(3) On the payment of money into court under this Rule, the Registrar shall proceed according to paragraph (3) of the last preceding Rule, and the provisions of that Rule shall apply to proceedings subsequent to such payment.

PAYMENT INTO COURT AND APPLICATION OF WEEKLY PAYMENTS PAYABLE TO PERSON UNDER LEGAL DISABILITY. SCHEDULE II, PARAGRAPH (7).

Application for payment into court of weekly payment to person under legal disability, paragraph (7), Second Schedule, Act.
Form 49.

53. (1) An application under paragraph (7) of the Second Schedule to the Act for an order that a weekly payment payable under the Act to a person under any legal disability shall during the disability be paid into court may be made either by the person liable to make such payment, or by or on behalf of the person entitled to such payment.

(2) If the weekly payment is awarded by a Judge the application may be made at or immediately after the hearing of the Arbitration.

(3) In any other case the application may be made on notice in writing, which shall be served on the other party or his barrister and solicitor five clear days at least before the hearing of the application, unless the Judge gives leave for shorter notice; and the provisions of Rule 41 shall apply to any such application.

(4) Where any weekly payment is ordered to be paid into court, the sums paid in shall be paid out by the Registrar to or otherwise applied for the benefit of the person entitled thereto in such manner as the Judge shall direct; and the provisions of the last preceding Rule as to the payment out or application of sums by weekly or other periodical payments shall apply.

APPLICATION FOR VARIATION OF ORDER UNDER SCHEDULE II,
PARAGRAPH (9).

54. (1) An application for the variation of an order of the court under paragraph (9) of the Second Schedule to the Act may be made by or on behalf of any person interested. Application for variation of order, paragraph (9), Second Schedule, Act. Eng. r. 58. Form 60.

(2) The application shall be made on notice in writing, stating the circumstances under which the application is made, and the relief or order which the Applicant claims.

(3) The notice shall be filed with the Registrar, and notice thereof shall be served on all persons interested in accordance with Rule 41; and the provisions of that Rule and of Rule 50 shall apply to the proceedings on such application.

INVESTMENT AND APPLICATION OF LUMP SUM PAID IN REDEMPTION
OF WEEKLY PAYMENT. SCHEDULE II., PARAGRAPH (16).

55. Where pursuant to paragraph (16) of the Second Schedule to the Act a lump sum payable for the redemption of any weekly payment is ordered by a Judge to be invested or applied for the benefit of the person entitled thereto, such sum shall be paid into such court as he may direct; and the provisions of paragraph (5) of the Second Schedule to the Act and of Rule 50 shall apply to the investment and application of such lump sum. Investment and application of sums paid in redemption of weekly payments, paragraph (16), Second Schedule, Act. Eng. r. 59.

PROCEEDINGS WHERE WORKER RECEIVING WEEKLY PAYMENT
INTENDS TO CEASE TO RESIDE IN VICTORIA. SCHEDULE II.,
PARAGRAPH (17).

56. Where a worker receiving a weekly payment intends to cease to reside in Victoria the following provisions shall have effect under paragraph (17) of the Second Schedule to the Act:— When worker receiving weekly payment intends to cease to reside in Victoria. Eng. r. 60.

(1) The worker may apply to the Judge or Magistrate to refer to a medical referee the question whether the incapacity of the worker resulting from the injury is likely to be of a permanent nature.

(2) The application shall be made on notice in writing, according to the form in the Appendix, which shall be filed with the Registrar, and shall be accompanied by a report of a medical practitioner selected by the worker, setting out the nature of the incapacity alleged to be the result of the injury; and a copy of the application and of the report shall be served on the employer or his barrister and solicitor in accordance with Rule 41; and the applicant shall file a copy of the application and of the report for the use of the medical referee. Form 51.

(3) The employer may on being served with notice of the application, require the worker to submit himself for examination by a medical practitioner provided and paid by the employer, in accordance with paragraph (13) of the Second Schedule to the Act; and if the employer requires the worker to submit himself for such examination he shall before or at the hearing of the

application furnish the worker with a copy of the report of that practitioner as to the worker's condition, and file a copy of the report for the use of the medical referee.

(4) The worker and the employer respectively may before or at the hearing of the application submit to the Judge or Magistrate such statements in writing as they think fit, with copies of such statements for the use of the medical referee.

Form 52.

(5) On the hearing of the application the Judge or Magistrate on being satisfied that the applicant has a *bona fide* intention of ceasing to reside in Victoria shall make an order referring the question to a medical referee; and if he is not so satisfied, he may refuse to make an order but in that case he shall if so requested by the applicant, refer the matter to a Judge or Magistrate, who may make such order or give such directions as he may think fit.

Form 40.

(6) If a Judge or Magistrate makes an order referring the question to a medical referee, he shall also make an order directing the worker to submit himself for examination by the medical referee subject to and in accordance with any regulations made by the Governor in Council; and the provisions of paragraphs (2) to (5) of Rule 48 shall with the necessary modifications apply.

(7) The Registrar shall with the order of reference forward to the medical referee copies of any statements submitted to him by either party.

Form 41.

(8) The medical referee shall forward his certificate in the matter to the Registrar by registered post, specifying therein the nature of the incapacity of the worker resulting from the injury, and whether such incapacity is likely to be of a permanent nature; and the Registrar shall thereupon proceed in accordance with paragraph (7) of Rule 48.

(9) Where the medical referee certifies that the incapacity resulting from the injury is likely to be of a permanent nature, the Registrar shall on application furnish the worker—

(a) with a copy of the certificate of the medical referee, sealed with the seal of the County Court in the place in which proceedings were commenced and certified by the Registrar in his own handwriting to be a true copy; and

(b) with a copy of the award, memorandum, or certificate under which the weekly payment is payable, sealed with the seal of the said court and certified by the Registrar in his own handwriting to be a true copy; and

Form 53.

(c) with a certificate of identity according to the form in the Appendix; and

Forms 54, 55, 56.

(d) with a notice according to the form in the Appendix annexing thereto forms of certificate and declaration according to the forms in the Appendix;

and shall procure from the worker a specimen of his signature and file the same for reference (except in cases where the worker is illiterate and unable to sign his name).

(10) A worker who desires to have the weekly payments payable to him remitted to him while residing out of Victoria shall at intervals of three months from the date to which such payments were last made submit himself to examination by a medical practitioner in the place where he is residing, and shall produce to him the copy of the certificate of the medical referee and the certificate of identity furnished under the last preceding paragraph, and shall obtain from him a certificate in the form in the Appendix that the incapacity of the worker resulting from the injury continues; and such certificate shall be verified by declaration by the medical practitioner, in the presence of the worker before a person having authority to administer an oath. Form 65.

(11) The worker shall also make a declaration of identity according to the form in the Appendix before a person having authority to administer an oath, producing to such person the copy and certificate above mentioned, and the certificate of the medical practitioner by whom he has been examined. Form 56.

(12) The worker shall forward the certificate and declaration in the two last preceding paragraphs mentioned to the Registrar, with a request, according to the form in the Appendix for the transmission to him of the amount of the weekly payments due to him, specifying the place where and the manner in which the amount is to be remitted, which request shall be signed by the worker in his own handwriting (except in cases where the worker is illiterate and unable to sign his name). Form 57.

(13) On receipt of the certificate, declaration, and request (if any), the Registrar shall examine the same, and may if not satisfied that the same are in order return the same for correction.

(14) If the Registrar is satisfied that the certificate, declaration, and request (if any) are in order, he shall send to the employer a notice according to the form in the Appendix, requesting him to forward the amount due; and the employer shall thereupon forward the amount to the Registrar who shall remit the same, less any fees payable to the Registrar and the costs of transmission, to the worker at the address and in the manner requested by him, such remittance being in all cases at the cost and risk of the worker. Form 58.

PAYMENT OF ARREARS OF WEEKLY PAYMENTS ON DEATH OF WORKER RESIDING OUT OF VICTORIA.

57. (1) In the event of the death of a worker in receipt of weekly payments while residing out of Victoria his representative shall, for the purpose of obtaining payment of the arrears due to the worker, forward to the Registrar a certificate of the death of the worker and documents showing that they are entitled to such arrears, verified by declaration before a person having authority to administer an oath, with a request for payment of such arrears, specifying the place where and the manner in which the amount is to be remitted to them. Payment of arrears of weekly payments on death of worker residing out of Victoria. Eng. r. 60A.

(2) For the purpose of this Rule the expression "representatives" shall mean:

- (a) if the worker leaves a will, the executors of such will; or
- (b) if the worker dies intestate, the persons who are according to law entitled to his personal estate, and payment of the arrears may be made to such persons without the production of letters of administration.

(3) On the receipt of the certificates and documents mentioned in this Rule the Registrar shall examine the same and may if not satisfied that the same are in order, return the same for correction.

(4) If the registrar is satisfied that the certificate and documents are in order, or when they are returned to him in order, he shall send to the employer a notice requesting him to forward the amount due, and the employer shall remit the same, less any fees payable to the Registrar and the costs of transmission, to the representatives of the worker at the address and in the manner requested by them, such remittance being in all cases at the cost and risk of such representatives.

(5) Upon the employer remitting the amount in accordance with such notice he shall be discharged from any further liability in respect of any such arrears.

Costs.
Paragraph (5);
Second
Schedule, Act,
Eng. r. 61.

COSTS.

58. (1) No agreement as to the amount of costs of and incident to an Arbitration and proceedings connected therewith shall be valid or binding unless such agreement be approved by the Judge or Magistrate who hears such Arbitration. In default of any agreement so approved such costs shall be either fixed by the Judge or Magistrate or by the Registrar by direction of the Judge or Magistrate, or taxed according to such one of the scales of costs for the time being applicable to actions in the County Court as the Judge or Magistrate shall direct, and in default of such direction shall be taxed according to the scale which would be applicable if the proceeding had been an action in the County Court.

(2) Provided that allowance for the following items whether included in the County Court scale of costs or not:—

- (a) Preparation of minutes of fact or argument where no counsel employed;
- (b) Attending court conducting cause without counsel;
- (c) Fee to counsel for settling petition, particulars, statement of defence, interrogations, or other matters required in the course of the matter or proceedings;
- (d) Drawing application for Arbitration and petition;
- (e) Fee to counsel with brief on any interlocutory motion or application;
- (f) Fee to counsel with brief before a Judge or Magistrate or on an inquiry;
- (g) Fee to counsel for advising on evidence;
- (h) Plans, charts and models for use of Judge or Magistrate at trial;

may be by special order of the Judge or Magistrate made upon consideration of the facts of the particular case, and not a general order; and the application for such allowance shall be made at or immediately after the hearing; and if not so made shall not afterwards be entertained, unless the Judge or Magistrate for good cause otherwise orders, or unless the Judge or Magistrate is satisfied that the omission to make the application in due time was due to mistake or inadvertence, in which case he may, on such terms as he may think fit, entertain an application at a later date.

(3) The Judge or Magistrate may, in his discretion, order that any of the items (a) (b) or (c) above mentioned shall be allowed to the party in whose favour the order is made, in addition to or in substitution for, as the case may be, the costs to which he would otherwise be entitled.

59. The Judge or Magistrate may order that any expert or scientific witnesses may be allowed for qualifying to give evidence and for attending the hearing such just and reasonable charges and expenses (in addition to travelling expenses to attend the hearing) as appear to the Registrar on taxation to have been properly incurred in procuring evidence and the attendance of such witnesses; and in like cases the Judge or Magistrate, subject to the provisions of the next Rule, may order that the just and reasonable charges and expenses of preparing and proving plans drawings models &c. shall be allowed.

Order may be made for payment of allowances to experts and scientific witnesses for qualifying.

60. Persons who prepare plans drawings models &c. for the purpose of illustration, and who if called at the hearing prove the correctness of such plans drawings models &c. only, shall not be entitled to allowances as expert and scientific witnesses but shall be allowed for their attendance upon the scale applicable to ordinary witnesses; and there may be also allowed for the preparation of such plans drawings models &c. and of all tracings and copies thereof the sum reasonably paid for the same.

Persons preparing plans drawings models when called to be paid as ordinary witnesses.

61. (1) Where the subject matter of an arbitration is not a capital sum, the Judge or Magistrate shall determine what, for the purpose of the allowance and taxation of costs, shall be considered to be the amount of the subject-matter of the Arbitration; and in default of such determination the amount shall be fixed by the Registrar by whom the costs are to be taxed subject to review by the Judge or Magistrate.

How amount for purposes of taxation to be determined, &c. Eng. r. 61 (2).

(2) Where proceedings are taken for which no provision is made by these Rules or by the scale of costs reasonable costs may be allowed in respect of such proceedings by the Registrar, subject to review by the Judge or Magistrate, or by special order of the Judge or Magistrate.

Reasonable costs may be allowed where provision not expressed. Eng. (2a) of r. 61.

(3) The Judge or Magistrate in dealing with the question of costs may take into consideration any offer of compensation proved to have been made on behalf of the employer.

Ib. (3).

(4) Where any worker is examined by a medical referee on a reference under paragraph (14) of the Second Schedule to the Act, and the certificate of the referee is used in any subsequent Arbitration, any reasonable travelling and other expenses incurred by the worker in obtaining such certificate (if not otherwise provided for) may by order of the Judge or Magistrate be allowed as costs in the Arbitration.

Ib. (4).

(5) Where a worker is ordered to submit himself for examination by a medical referee appointed to report under paragraph (3) of the Third Schedule to the Act, any reasonable expenses incurred by such worker in travelling to attend on such referee for examination may by order of the Judge or Magistrate be allowed as costs in the Arbitration.

Eng. (5) of r. 61

62. Where any costs are awarded by a Judge or Magistrate it shall be the duty of the Registrar of the court in which a memorandum of the decision of the Judge or Magistrate is

Taxation of costs. Eng. r. 62.

recorded pursuant to paragraph (6) of the Third Schedule to the Act, on application made to him, to tax such costs and to enter in the register the amount of such costs allowed on taxation; and such entry shall be deemed to be part of such memorandum and shall be enforceable accordingly.

63. Where no provision is made in the scale of costs applicable to actions in the County Court for the allowance for the items mentioned in Rule 58 (2) the Registrar may allow such just and reasonable charges as he may think fit subject to review by a Judge or Magistrate.

REVIEW OF TAXATION BY JUDGE OR MAGISTRATE.

Review of
Taxation.
Eng. r. 63.

64. (1) An application to the Judge or Magistrate to review any taxation of costs shall be made on notice in writing, which shall be served on the opposite party two clear days at least before the hearing of the application, unless the Judge or Magistrate gives leave for shorter notice.

(2) Such application shall be heard and determined upon the evidence which has been brought in before the Registrar, and no further evidence shall be received on the hearing thereof unless the Judge or Magistrate otherwise directs.

(3) The costs of and incident to the application shall be in the discretion of the Judge or Magistrate.

(4) The result of such review shall be entered in the register.

As to authority
of solicitor to
receive costs
payable by
adverse party.
Eng. r. 64.

65. Where any party to whom costs are awarded acts by a barrister and solicitor, such barrister and solicitor shall have the same authority to take out of court or receive any sum paid into court or payable in respect of such costs by the party against whom such costs are awarded as he would have if such costs were awarded in an action.

COSTS OF BARRISTER AND SOLICITOR OR AGENT UNDER SCHEDULE III., PARAGRAPH (11).

Application to
determine costs
payable to
barrister and
solicitor or
agent. Act,
Third
Schedule, par.
(11).
Eng. r. 65.

66. The following provisions shall apply to an application under paragraph (11) of the Third Schedule to the Act for the determination of the amount of costs to be paid to the barrister and solicitor or agent of a person claiming compensation under the Act:—

(1) Where compensation has been awarded by a Judge or Magistrate the application shall be made immediately after the hearing or at a subsequent date by leave of the Judge or Magistrate. In all other cases the application shall be made to the Judge or Magistrate on notice in writing in accordance with Rule 41.

Form 59.

(2) Such notice shall be served on the person for whom the barrister and solicitor or agent acted in accordance with the said Rule and the provisions of the said Rule shall apply to the proceedings on such application.

(3) On the hearing of any application under this Rule, the Judge or Magistrate may award costs to the barrister and solicitor or agent and may make an order declaring such barrister and solicitor or agent to be entitled to recover such costs from the person for whom he acted, or to be entitled to a lien for such costs on any sum awarded as compensation to such person, or to be entitled to deduct such costs from any such sum or may make such order or give such directions as may be just.

(4) No agreement as to the amount of costs of a barrister and solicitor or of an agent on any such application shall be valid or binding unless such agreement be approved by the Judge or Magistrate who hears such application. In default of any agreement so approved any such costs shall be either fixed by the Judge or Magistrate or by the Registrar by the direction of the Judge or Magistrate, or taxed according to such one of the scales of costs applicable to actions in the County Court as the Judge or Magistrate shall direct; and in default of such direction such costs shall be taxed according to the scale which would be applicable if the proceeding had been an action in the County Court; and the statutory provisions and Rules for the time being in force as to the allowance and taxation of costs in such actions and as to objections and review of taxation by the Registrar, shall apply accordingly; and any taxation shall be subject to review by the Judge or Magistrate according to Rule 64.

(5) Where the subject-matter of the Arbitration is not a capital sum, the Judge or Magistrate shall determine what, for the purpose of the allowance and taxation of such costs, shall be considered to be the amount of the subject-matter of the Arbitration; and in default of such determination the amount shall be fixed by the Registrar by whom the costs are to be taxed, subject to review by the Judge or Magistrate.

67. Where an order is made by a Judge or Magistrate awarding costs to a barrister and solicitor or agent and declaring such barrister and solicitor or agent to be entitled to recover such costs from the person for whom he acted, or to be entitled to a lien for such costs on any sum awarded or agreed as compensation, or to be entitled to deduct such costs from any such sum, the following provisions shall apply:—

Provision as to
order declaring
lien, &c.
Eng. r. 66.

- (a) The Registrar shall, on application made to him, tax such costs.
- (b) A copy of the order, and, when the amount to which such barrister and solicitor or agent is entitled has been ascertained by taxation, a memorandum of such amount shall, at the request and cost of the barrister and solicitor or agent, be issued by the Registrar for service on the party liable to pay the sum awarded or agreed as compensation; and service thereof may be effected on such party in accordance with Rule 16.
- (c) A memorandum of such order, and when such amount has been ascertained a memorandum of such amount, shall be recorded in the register in which the memorandum or award under which the sum awarded as compensation is payable is recorded, and such last-mentioned memorandum or award shall have effect subject to such order and memorandum.
- (d) The party liable to pay such compensation shall on demand pay to the barrister and solicitor or agent the amount to which he is entitled, but so that such party shall not be liable to pay any amount in excess of that which he is liable to pay for compensation, or to pay such amount by any other instalments than those by which he is liable to pay such compensation.

- (e) If the party liable to pay such compensation fails on demand to pay any amount which he is liable to pay to such barrister and solicitor or agent, the Judge or Magistrate may on application made to him on notice to such party in accordance with Rule 41 and on proof of the order having been served on and demand for payment made to such party, order such party to pay such sum; and in default of payment the Judge or Magistrate may order execution to issue to levy such amount.
- (f) Payment made by or execution levied on the party liable to pay such compensation shall be a valid discharge to him as against the party entitled to such compensation, to the amount paid or levied.
- (g) Where the sum awarded as compensation has been paid into court the amount to which the barrister and solicitor or agent is entitled shall be paid to him out of such sum.

EXECUTION.

Execution.
Eng. r. 67.
Form 60.

68. (1) When a party liable to pay compensation or cost under any award memorandum or certificate has made default in payment of the amount awarded, or where payment is to be made by instalments of any instalment execution may issue against his goods without leave for the amount in payment of which he has made default.

(2) Where such sum is not payable into court, the party applying for execution shall satisfy the Registrar by affidavit or otherwise, as to the amount in payment of which default has been made.

(3) Where the parties liable to pay compensation or costs under any award memorandum or certificate are a firm, an execution under this rule may issue in manner following:—

- (a) Against any property of the partnership.
- (b) Against any property of any person who has admitted in the proceedings that he was a partner at the time of the accruing of the cause of complaint, or who has been adjudged to be liable as a partner:
- (c) Against any property of any person who was individually served as a partner or a person sought to be made liable and who failed to appear at the Arbitration.

If the party who has obtained the judgment or order claims to be entitled to issue execution against the property of any other person as a member of the firm, he may, after giving to such person two clear days' notice of his intention, apply to the Judge or Magistrate for leave so to do; and the Judge or Magistrate may give such leave if the liability is not disputed, or if such liability is disputed, may try and determine the question. Except as against any property of the partnership, an award against a firm shall not render liable release or otherwise affect any member thereof who was out of Victoria when the proceedings were commenced, unless he has been made a party to or has been served within Victoria after proceedings commenced.

PROCEEDINGS UNDER IMPRISONMENT OF FRAUDULENT DEBTORS
ACT 1915.

69. (1) Where proceedings by way of judgment summons ^{Proceedings under Imprisonment of Fraudulent Debtors Act 1915.} are taken against a party liable to pay compensation or costs under any award, memorandum or certificate, who has made default in payment of the amount awarded, or (where payment is to be made by instalments) of any instalment, the County Court Rules for the time being in force as to the committal of judgment debtors shall, with any necessary modifications, apply to such proceedings: Provided, that the court shall not alter the terms or mode of payment of any sum to become payable in future under any award, memorandum or certificate otherwise than by consent. Eng. r. 68.

(2) Where the amount in payment of which default has been made is not payable into court, the party applying for a judgment summons shall satisfy the court, by affidavit or otherwise, as to the amount in payment of which default has been made.

(3) A judgment summons issued under this Rule shall be according to the form in the Appendix. Form 61.

(4) Where the parties liable to pay compensation or costs are a firm, the provisions of the County Court Rules for the time being as to judgment summonses on a judgment or order against a firm shall, with the necessary modifications, apply to proceedings by way of judgment summons under this Rule.

OTHER PROCEEDINGS FOR ENFORCEMENT OF AWARD,
MEMORANDUM OR CERTIFICATE.

70. The County Court Rules for the time being in force as to proceedings for the enforcement of or the recovery of money due under judgments or orders of the County Court otherwise than by execution or committal shall, with the necessary modifications, apply to proceedings for the enforcement of or the recovery of money due under any award, memorandum or certificate. other proceedings for enforcement of award, &c. Eng. r. 69.

71. (1) Where the Judge or Magistrate is satisfied— When award or order may be set aside or varied. Eng. r. 70.

(a) that any award, or any order as to the application of any amount awarded or agreed upon as compensation made by a Judge or Magistrate has been obtained by fraud or other improper means: or

(b) that any person has been included in any award or order as a dependant who is not in fact a dependant: or

(c) that any person who is in fact a dependant has been omitted from any award or order,

the Judge or Magistrate may set aside or vary the award or order, and may make such order (including an order as to any sum already paid under the award or order) as under the circumstances he may think just.

(2) An application to set aside or vary an award or order under this Rule shall be made on notice in writing, and the provisions of Rule 41 shall apply to the proceedings on such application.

(3) An application to set aside or vary an award or order under this Rule shall not be made after the expiration of six months from the date of the award or order, except by leave of the Judge or Magistrate; and such leave shall not be granted unless the Judge or Magistrate is satisfied that the failure to make the application within such period was occasioned by mistake, absence from Victoria or other reasonable cause.

APPEALS.

Appeals, Act, Third Schedule, paragraph (2), Eng. r. 71.

72. Appeals under paragraph (2) of the Third Schedule to the Act shall be had in accordance with the provisions relating to appeals to the Supreme Court from actions in the County Court.

Deposit of order of Court of Appeal with Registrar and procedure thereon. Eng. r. 72.

(1) When the Court of Appeal has given judgment on any appeal, any party may deposit the order of the court of Appeal, or an office copy thereof, with the Registrar; and the Registrar shall file such order or copy and shall transmit a copy thereof to the Judge or Magistrate; and such order shall have the same effect as if it had been a decision of the Judge or Magistrate.

(2) If such order has the effect of an award, decision, or order in the matter in favour of any party, such order shall be served and recorded and may be proceeded on in the same manner as if it had been an award decision or order of the Judge or Magistrate.

(3) If such order be to the effect that an award be made or a decision given or order made in favour of any party, the Judge or Magistrate shall make such award or give such decision or make such order accordingly.

(4) If such order directs or involves a rehearing or further hearing of an arbitration or special case or other matter the Judge or Magistrate shall as soon as conveniently may be appoint a day and hour for such rehearing or further hearing and shall instruct the Registrar to give notice thereof forthwith to the parties.

(5) Generally the Judge or Magistrate shall make such award or give such decision or make such order and give such directions and take or direct to be taken such proceedings in the matter, as may be necessary, to give effect to the order of the Court of Appeal.

WHERE PROCEEDINGS MAY BE TAKEN.

Where proceedings may be taken. Eng. r. 73.

73. (A) All matters which under the Act or these Rules is required to be done in the County Court or by to or before a Judge shall be done in the County Court or by to or before a Judge holding such County Court

- (i) nearest to the place in which all the parties reside;
- (ii) if the parties concerned reside in different places,
 - (a) nearest to the place in which the accident out of which the matter arose occurred; or

- (b) in the case of any such worker as in Rule 33 mentioned, nearest to the place in which the worker was last employed in the employment to the nature of which the disease was due; or
- (c) if the accident out of which the matter arose occurred at sea,
 - (1) nearest to the place in which the ship shall be when the matter is to be done; or
 - (2) nearest to the place comprising the port of registry of the ship; or
 - (3) nearest to the place in which the worker or the dependants of the worker by whom or on whose behalf the matter is to be done or some or one of them resides or reside.

(B) All matters which under the Act or these Rules is required to be done by to or before a Magistrate shall be done by to or before a Magistrate holding a Court of Petty Sessions

- (i) nearest to the place in which all the parties reside;
- (ii) if the parties concerned reside in different places,
 - (a) nearest to the place in which the accident out of which the matter arose occurred; or
 - (b) in the case of any such worker as in Rule 33 mentioned nearest to the place in which the worker was last employed in the employment to the nature of which the disease was due; or
 - (c) if the accident out of which the matter arose occurred at sea,
 - (1) nearest to the place in which the ship shall be when the matter is to be done; or
 - (2) nearest to the place comprising the port of registry of the ship; or
 - (3) nearest to the place in which the worker or the dependants of the worker by whom or on whose behalf the matter is to be done or some or one of them resides or reside,

and in all proceedings to be taken before a Registrar the above proceedings shall apply *mutatis mutandis*.

The above provisions shall apply without prejudice to any transfer in manner provided by these Rules.

74. Where any party intends to take the objection that proceedings have been commenced or taken in the wrong place he shall give fourteen clear days' notice of his intention so to do, and the Judge or Magistrate, if he upholds such objection, may transfer the proceedings to the proper place upon such terms as he may think fit.

75. The Judge for the time being holding a court in any district or place may vary or otherwise deal with any matter or order dealt with or made by any other Judge who has held a court in the same district or place so far as the circumstances of the case will permit.

PROCEEDINGS IN ONE COURT AS TO SUBJECT-MATTER OF AWARD, MEMORANDUM, OR CERTIFICATE RECORDED IN ANOTHER COURT.

Filing of certified copy of memorandum, &c., recorded in one court under Third Schedule of Act paragraph (6) before taking subsequent proceedings in another court.
Eng. r. 74.

76. Where an award, or a memorandum under paragraph 6 of the Third Schedule to the Act, or a certificate under subsection (2) of section 12 of the Act, has been recorded in any court, and any party desires to take any subsequent proceedings with reference to the subject-matter of such award, memorandum or certificate in any other court he shall before taking such proceedings obtain from the Registrar of the first-mentioned court a certified copy of such award, memorandum or certificate and shall file the same in the court in which he desires to take proceedings, and the Registrar of such last-mentioned court shall record the same as if it had been an award made in the court.

TRANSFER OF PROCEEDINGS.

Transfer.
Eng. r. 75.

77. If the Judge or Magistrate is satisfied by any party to any matter under the Act before him that such matter can be more conveniently proceeded with before any other Judge or Magistrate as the case may require he may order such matter to be transferred to such other Judge or Magistrate, and thereupon the Registrar shall forthwith transmit by registered post to the Registrar of the County Court at the place to which such matter is transferred, all original documents filed in such matter, and a certified copy of all records made with reference to such matter, and shall transfer to such last-mentioned court any money invested in his name as Registrar; and thenceforth such matter shall be proceeded with in the court at the place to which it is transferred in the same manner as if it had originally been commenced therein.

Procedure in connection with application to transfer.
(O VIII r. 9, Eng.).

78. Where application is intended to be made for the transfer under the last preceding Rule, three clear days' notice in writing of such intended application shall be given by the applicant to the Registrar and to all parties who may be affected by such application; but the Judge or Magistrate may at any time, by consent of all parties, or without such consent if he thinks fit, order a transfer although this Rule has not been complied with. When a transfer is ordered the Judge or Magistrate may make such order as to the costs incurred before or occasioned by such transfer as he may think fit; and a certified copy of the proceedings shall be transmitted. The costs of such copy and the costs of transmission shall be paid for in the first instance by the party on whose application the transfer has been made, or if the transfer is made by the Judge or Magistrate without any application to transfer being made to him, such costs shall be paid for in the first instance by the applicant; but such payment shall be without prejudice to any question as to the party by whom such costs are ultimately to be borne.

TRANSFER OF MONEY PAID INTO COURT.

79. (1) The provisions of the last two preceding Rules shall apply to the transfer of money paid into court from one court to another pursuant to paragraph (6) of the Second Schedule to the Act or otherwise, and to proceedings with respect to the application of such money.

Transfer of
Money paid into
court. Second
Schedule,
para. (6) of Act.
Eng. r. 76.

(2) Where any money ordered to be transferred from one court to another is invested in a bank in the name of the Registrar, such money shall be transferred into the name of the Registrar of the court to which the money is ordered to be transferred in accordance with Rules to be made by the Commissioners of Savings Banks; and where any money ordered to be transferred is not so invested it shall forthwith be so invested, and shall when invested be transferred in accordance with this Rule.

FILING AND SERVICE OF DOCUMENTS AND NOTICES.

80. (1) Where any document is to be filed with the Registrar under these Rules, that document may be so filed by delivering it at the office of the Registrar, or by sending it by post addressed to the Registrar at his office.

Filing and
service of
documents and
notices.
Eng. r. 77.

(2) Where any document is to be so filed, there shall be filed with the original document as many copies of the document as there are persons to whom copies of the document or any part thereof are to be sent by the Registrar, and in addition a copy for the use of the Judge or Magistrate.

(3) Where any document is under these Rules to be sent to any person by the Registrar, that document may be sent by post.

(4) Any proceeding, document, or notice which is under these Rules to be served on any party may be served on such party by the opposite party or his barrister and solicitor; and where no special provision as to the mode of service is made by these Rules, any such proceeding, document or notice may be served on such party or where he acts by a barrister and solicitor on his barrister and solicitor in manner provided by sub-sections (3), (4), and (5) of section 11 of the Act with reference to service of notice in respect of an injury.

PROCEDURE GENERALLY.

81. The following provisions shall apply to the case of parties acting by barristers and solicitors, and as to substituted service and notice in lieu of service:—

Provisions as to
parties acting
by barristers and
solicitors and as
to substituted
service and
notice in lieu
of service.
Ct. Eng. r. 78.

(1) When a party acts by a barrister and solicitor service of any order in the nature of a decree and of any interlocutory order, or any notice relating to any such order when directed to be served, may be made by or upon such barrister and solicitor, as the case may be.

(2) Where by these Rules any act may be done by any party such act may be done either in person or by his barrister and solicitor or by an agent where it can legally be done by an agent.

(3) Where a party acts by a barrister and solicitor any document notice or proceeding required to be served by or upon such party may be served by or upon such barrister and

solicitor, except in cases where by these Rules personal service upon a party is required; and service of any such document, notice, or proceeding upon such barrister and solicitor, or delivery of the same at his office or sending the same to him by post, prepaid, shall be deemed to be good service upon the party for whom such barrister and solicitor acts, as upon the day when the same is so served or delivered, or upon which in the ordinary course of post it would be delivered. Provided that the provisions of this Rule shall not extend to any judgment summons:

(4) A barrister and solicitor acting for a party in any matter may give notice in writing by post or otherwise to the Registrar and to the other party, or his barrister and solicitor, that he is so acting, whereupon service of any document notice or proceeding whatsoever authorized by these Rules to be served by or upon a barrister and solicitor so acting shall be served by or upon such barrister and solicitor accordingly, and he shall be deemed to be the barrister and solicitor acting for the party on whose behalf he has given such notice, until notice of change of barrister and solicitor has been duly given.

(5) Where a barrister and solicitor undertakes the service of any process, he shall make the necessary copies of each process, and the Registrar shall initial the same and return them to the barrister and solicitor for service.

(6) Any party who acts by a barrister and solicitor may change his barrister and solicitor without any order for that purpose, but when any such change is made he shall give forty-eight hours' notice in writing to the Registrar and to the other parties to the proceedings or the barristers and solicitors (if any) acting for them of such change and of the name or firm and place of business of the new barrister and solicitor, and the Registrar shall file the notice given to him; but until such notice is filed and a copy thereof served, the former barrister and solicitor shall be deemed to be the barrister and solicitor of the party.

(7) Where by reason of the absence of any party, or from any other sufficient cause, the service of any summons (other than a judgment summons) petition notice proceeding or document cannot be made a Judge or Magistrate may, upon an affidavit showing grounds, make such order for substituted or other service, or for the substitution for service of notice by advertisement or otherwise, as may be just.

Proceedings
where Crown a
party.
Eng r. 7.

82. (1) In any proceedings under the Act or these Rules arising out of an injury to a worker employed by or under the Crown, in which if the employer were a private person such employer would be a necessary party, the permanent head of the department by in or under which the worker was employed, or where the department is administered by a Board or by Commissioners, such Board or Commissioners shall be made a party under his or their official title as representing the Crown.

Service of
documents.

(2) Subject to the provisions of sub-section (4) of section 11 of the Act, in any such case any proceeding document or notice to be served on the head of the department, or on the Board or Commissioners may be served on the permanent head of the department subject to the provisions of these Rules as to service on parties acting by barristers and solicitors.

83. Where any matter or thing is not specially provided for under these Rules, the same procedure shall be followed and the same provisions shall apply, as far as practicable, as in a similar matter or thing under the County Court Acts and the Rules made in pursuance of those Acts in so far as such procedure also provisions are applicable to proceedings by way of Arbitration.

Procedure
where not
otherwise
provided for.
Eng. r. 8.

RECORD OF PROCEEDINGS—SPECIAL REGISTER.

84. Proceedings under the Act before a Judge or Magistrate shall be recorded in the books of the County Court in the place in which proceedings have been commenced or to which they have been transferred in the manner in which other proceedings in the County Court are recorded; and the Registrar shall also keep a special register for the purposes of the Act, in which he shall record—

Record of
proceedings
before Judge
or Magistrates.
Special register
Eng. r. 81.
Form 62.

- (1) A memorandum of every application made to the Judge or Magistrate for the settlement of any matter by Arbitration; and whether a Judge or Magistrate is selected.
- (2) A memorandum of every appointment of the Judge or Magistrate to settle any such matter.
- (3) A memorandum of every proceeding taken in any Arbitration before the Judge or Magistrate.
- (4) A memorandum of every appointment of a medical referee by the Judge or Magistrate, and of his report, and if a medical referee is summoned or requested to attend any proceeding in the Arbitration, of such summons or request and attendance.
- (5) A memorandum of every award made by the Judge or Magistrate.
- (6) A memorandum of every judgment given by the Court of Appeal on any appeal.
- (7) A copy of every memorandum sent to the Registrar pursuant to paragraph (6) of the Third Schedule to the Act, and of the report (if any) of the medical referee annexed thereto, with a note stating whether such memorandum was recorded without further proof, or after inquiry, or by order of the Judge or Magistrate.
- (8) If such memorandum is recorded after inquiry, a memorandum of the inquiries made and of the result thereof.
- (9) If such memorandum is recorded by order of the Judge or Magistrate a memorandum of the application to the Judge or Magistrate and of the order made thereon.
- (10) If in the case of a memorandum of an agreement the Registrar refers the matter to the Judge or Magistrate, a memorandum of such reference and of the directions of the Judge or Magistrate and the subsequent proceedings and order thereon.
- (11) A memorandum of the result of every taxation or review of taxation of costs under any such memorandum, or under any award or order.

- (12) A memorandum of every application to rectify the register in respect of any memorandum, and of the proceedings and order thereon.
- (13) A memorandum of every application or report with reference to the removal of the record of a memorandum of an agreement from the register, and of the subsequent proceedings and order thereon.
- (14) A memorandum of every application to the Judge or Magistrate under paragraph (11) of the Third Schedule to the Act to determine the amount of costs to be paid to a barrister and solicitor or agent and of the proceedings and order thereon and of the result of any taxation or review of taxation under such order.
- (15) A copy of every certificate under sub-section (2) of section 12 of the Act given under the said section by the court or sent to the Registrar from any other court.
- (16) A memorandum of every proceeding taken for the enforcement of any award, order, memorandum, or certificate and of the result of such proceeding.
- (17) A memorandum of every application to refer a matter to a medical referee pursuant to paragraph (14) of the Second Schedule to the Act, and of the order and subsequent proceedings thereon.
- (18) A memorandum of every application for the suspension of the right to compensation or to take or prosecute any proceedings under the Act in relation to compensation or of the right to weekly payments and of the proceedings and order thereon.
- (19) A memorandum of every sum paid into court pursuant to paragraph (5) of the Second Schedule to the Act or under any award, memorandum, or certificate.
- (20) A memorandum of every application made with reference to any such sum, and of every order made on such application and of the manner in which such sum is invested, applied, or disposed of.
- (21) A memorandum of every application for the payment of any weekly payment into court, and of the proceedings and order thereon, and of the directions given as to the payment out or application of any such weekly payment.
- (22) A memorandum of every application for variation of an order as to the apportionment, investment, or application of any sum paid as compensation, and of the proceedings and order thereon.
- (23) A memorandum of every application to refer a matter to a medical referee pursuant to paragraph (17) of the Second Schedule to the Act in the case of a worker intending to cease to reside in Victoria and of the order and the proceedings thereon; and of every certificate and declaration of identity and request (if any) for payment received from such worker, and of the proceedings thereon.

- (24) A memorandum of every application to set aside or vary an award or order under Rule 70 and of the proceedings and order thereon.
- (25) A memorandum of every certified copy given pursuant to Rule 76 or a copy of every certified copy filed pursuant to that Rule.
- (26) A memorandum of every application for transfer, and of the order thereon and the proceedings under such order.
- (27) A memorandum of the transfer of any money paid into court to any other court.
- (28) The like memorandum as to every matter transferred or document or certified copy transmitted or money transferred to a court, as would have been recorded as to such matter, document, or money if it had been originally commenced and prosecuted in or transmitted to or paid into the court.
- (29) A memorandum of any other matter which the Judge or Magistrate shall order to be recorded with reference to any matter brought into or proceeding taken under the Act.

REFERENCES TO MEDICAL REFEREES.

85. (1) Where a medical referee is summoned as an assessor or any matter is referred to a medical referee, such referee shall be summoned or the matter shall be referred subject to and in accordance with any regulations made by the Governor in Council; and any such regulations shall so far as they affect the proceedings before any Judge or Magistrate be deemed to be Rules of Court and shall have effect accordingly.

References to
medical
referees.
Eng. r. 52.

(2) The Registrar shall keep a record in the form prescribed of all cases in which medical referees are summoned as assessors or matters are referred to medical referees, and shall forward a copy of the same to the proper officer at such times as may be prescribed by such regulations.

Record and
returns as to
references.

MATTERS, HOW DISTINGUISHED.

86. Every matter brought under the Act shall be intitled in the matter of the Act and shall have a reference to the district or place in which it was instituted and be distinguished by a separate number; and all documents filed and subsequent proceedings taken in the court with reference to such matter shall be intitled in like manner and shall be distinguished by the same number; and the entries made in the special register with respect to each such matter shall be entered together and shall be kept separate from the entries with respect to any other matter.

Matters, how
distinguished
Eng. r. 53.

FORMS.

87. The forms in the appendix where applicable and where they are not applicable forms of the like character, with such variations as the circumstances may require may be used in proceedings under the Act.

Forms in
appendix or
like forms
be used.
Eng. r. 54.

SUPPLY AND FILLING UP OF FORMS.

Supply of forms.
Eng. r. 85 (1).

88. (1) The Registrar of any court may apply to the permanent head of the Law Department for any of the forms required to be used by parties to proceedings under the Act, notwithstanding that such forms are marked in the Appendix as "not to be printed," and if such application is granted may obtain such forms and supply the same without charge for the use of parties to such proceedings.

(2) Where any party to any proceeding is illiterate and unable to fill up any form required to be used, it shall be the duty of the Registrar or his clerk to fill up such form.

Filling up of forms.
Eng. r. 85 (2).

89. Non-compliance with any of these Rules shall not render any proceedings void unless the Judge or Magistrate so directs, but such proceedings may be set aside either wholly or in part as irregular or amended or otherwise dealt with in such manner and upon such terms as the Judge or Magistrate shall think fit.

WORKERS' COMPENSATION SCHEMES.

90. Every application for certificate to a scheme under section 13 of the *Workers' Compensation Act* 1915 shall be in Form 63 in the Appendix, and shall be accompanied by the documents mentioned in such Form. If a scheme includes the workers of more than one employer a separate application shall be made by each employer.

91. All documents in connexion with such application shall be lodged with the Registrar three days before the hearing of the application.

92. The declaration verifying the result of the ballot taken by the workers to whom the scheme is applicable shall be in Form 64 in the Appendix.

93. Every application for certificate to a partial amendment of a scheme shall be in Form 65 in the Appendix, and shall be accompanied by the documents mentioned in such Form. If a scheme includes the workers of more than one employer, a separate application shall be made by each employer.

94. Every application for renewal of certificate to a scheme shall be in the Form 66 in the Appendix and shall be accompanied by the documents mentioned in such Form. If a scheme includes the workers of more than one employer a separate application shall be made by each employer.

95. Every complaint by or on behalf of workers shall be as nearly as may be in Form 67.

96. Every Registrar of the County Court shall demand, receive and take for the use of His Majesty the several fees allowed by and mentioned herein and no more, and such fees shall be paid in the first instance by the person by whom or on whose behalf the act or proceeding (in respect whereof the same

is payable) is required, before such act shall be done or such proceeding shall be issued or taken (as the case may be) :—

For every certificate to a scheme, or for the renewal of certificate to a scheme, when the number of workers in the employment—

	£	s.	d.
does not exceed 100	1	0	0
exceeds 100, but does not exceed 500	2	0	0
exceeds 500, but does not exceed 1,000	3	0	0
exceeds 1,000	5	0	0

For every certificate to a partial amendment of a scheme 1 0 0

(In any of the above cases when a scheme includes the workers of more than one employer the fee will be payable by each employer in accordance with the number of workers in his employment)

For every determination as to distribution of funds on expiration or revocation of certificate to a scheme, when the amount for distribution—

does not exceed £500	5	0	0
exceeds £500	Not exceeding 1 per cent. of the amount for distribution		

For signing and sealing, or signing or sealing any document not chargeable with any other fee 0 1 0

For every search in the office of the Registrar relating to one and the same scheme 0 1 0

For every copy of any document not exceeding one folio 0 0 6

For every folio or fraction beyond the first folio 0 0 6

SCALE OF FEES IN COUNTY COURTS.

97. Every Registrar of the County Court shall demand, receive and take for the use of His Majesty the several fees allowed by and mentioned herein and no more, and such fees shall be paid in the first instance by the person by whom or on whose behalf the act or proceeding (in respect whereof the same is payable) is required, before such act shall be done or such proceeding shall be issued or taken (as the case may be) :—

1. No Court fee shall be payable by any party in respect of any proceedings by or against a worker under the *Workers' Compensation Act* 1915 or the Rules thereunder in the County Court prior to the award. (Act 2750 Third Schedule, par. 10.)

2. On an application for the settlement of any matter by arbitration under the said Act and Rules, when such application is not a proceeding by or against a worker, fees shall be payable in like manner as in an ordinary action.
 3. In proceedings under the said Act and Rules for the enforcement of an award, memorandum or certificate or an order for the payment of costs the same fees shall be taken as on the like proceedings for the enforcement of a judgment for the like amount given in an action.
 4. On interpleader proceedings arising out of an execution for the enforcement of an award, memorandum or certificate or an order for the payment of costs under the said Act and Rules fees shall be paid in like manner as on an interpleader proceeding arising out of an execution issued in an action.
- | | <i>s. d.</i> |
|--|--------------|
| 5. On every application in writing to the Court Judge or Police Magistrate ... | 1 0 |
| 6. On every Order of the Court Judge or Police Magistrate ... | 2 0 |
| 7. For every certificate of the Registrar ... | 2 0 |
| 8. Office copies of any proceedings whatever if made in the office, per folio of 72 words | 0 6 |
| 9. On every taxation of costs not exceeding three folios of 72 words ... | 2 0 |
| 10. Exceeding three folios, per folio of 72 words additional ... | 0 6 |
| 11. On issuing every warrant of execution ... | 2 0 |
| 12. For filing any answer defence or statement required to be filed ... | 1 0 |
| 13. For filling every affidavit ... | 0 6 |
| 14. On every payment into Court ... | 2 0 |
| 15. On any other proceedings not herein specified, for which if such proceeding were taken in an action, a fee would be payable, the fee which would be payable if such proceedings were taken in an action. | |

FEES PAYABLE TO THE BAILIFF.

On any proceeding under the Workers' Compensation Act or the Rules thereunder for which if such proceedings were taken in an action a fee would be payable to the bailiff, the fee which would be payable if such proceeding were taken in an action.

APPENDIX.

FORM 1.

Application for Arbitration by Injured Worker with respect to the Compensation payable to him.

(a) In the matter of the *Workers' Compensation Act 1915*.
 No. of Matter
 In the matter of an Arbitration between
 A.B. of [address] [description] Applicant.
 and
 C.D. & Co. Limited of [address] [description] Respondent.

(a) Here fill in name of place in which proceedings are commenced.

1. On the _____ day of _____ personal injury by accident arising out of and in the course of his employment was caused to A. B., a worker employed with C.D. & Co. Limited [or by _____ a contractor with C. D. & Co. Limited for the execution of work undertaken by them].

2. A question has [or questions have] arisen.

[here state the questions, specifying only those which have arisen, e.g.]—

- (a) as to whether the said A.B. _____ is a worker to whom the above-mentioned Act applies; or
 (b) as to the liability of the said C.D. & Co. Limited to pay compensation under the above-mentioned Act in respect of the said injury; or
 (c) as to the amount [or duration] of the compensation payable by the said C.D. & Co. Limited _____ to the said A.B. under the above-mentioned Act in respect of the said injury [or as the case may be].

3. An arbitration by a _____ Judge of County Courts _____ under the above-mentioned Act is hereby requested between the said A.B. _____ and the said C.D. & Co. Limited _____ for the settlement of the said question [or questions].

4. Particulars are hereto appended [or annexed].

PARTICULARS.

1. Name and address of applicant ...
2. Name, place of business, and nature of business of respondent ...
3. Nature of employment of applicant at time of accident, and whether employed under respondent or under a contractor with him. (If employed under a contractor who is not a respondent name and place of business of contractor to be stated) ...
4. Date and place of accident, nature of work on which worker was then engaged, and nature of accident and cause of injury ...
5. Nature of injury... ..
6. Particulars of incapacity for work, whether total or partial, and estimated duration of incapacity ...
7. Average weekly earnings during the 12 months previous to the injury, if the applicant has been so long employed under the employer by whom he was immediately employed, or if not, during any less period during which he has been so employed ...
8. Average weekly amount which the applicant is earning or is able to earn in some suitable employment or business after the accident ...

FORM 1—continued.

PARTICULARS—continued.

- 9. Payment, allowance, or benefit received from employer during the period of incapacity..
- 10. Amount claimed as compensation ..
- 11. Date of service of statutory notice of accident on respondent and whether given before worker voluntarily left the employment in which he was injured. [A copy of the notice to be annexed.] ...
- 12. If notice not served, reason for omission to serve same ...

The names and addresses of the applicant and his barrister and solicitor are—

Of the Applicant,

Of his Barrister and Solicitor,

The name and address of the respondent to be served with this application are—

Dated this day of

(Signed)

Applicant.

[Or

Applicant's Barrister and Solicitor.]

FORM 2.

Application of Arbitration by or on behalf of Dependants of Deceased Worker with respect to the Compensation payable in respect of the injury to such Dependants, where Death has resulted from an injury to the Worker, and the Settlement of Questions as to who are Dependants, and the Apportionment and Application of such Compensation.

(e) Here fill in name of place in which proceedings are commenced.

(a)

In the matter of the *Workers' Compensation Act 1915*.

No. of Matter

E.F. In the matter of an Arbitration between

of [address]
[description]

Applicant

and

C.D. & Co. Limited
of [address]
[description]

and

G.H.,
of [address]
[description]

Respondents.

[or as the case may be, see Rule 5].

1. On the day of personal injury by accident arising out of and in the course of his employment was caused to A.B. late of , deceased, a worker employed by C.D. & Co. Limited [or by a contractor with C.D. and Co. Limited for the execution of work undertaken by them] and on the day of the death of the said A.B. resulted from the injury.

2. A question has [or questions have] arisen

[here state the questions, specifying only those which have arisen, e.g.]—

(a) as to whether the said A.B. was a worker to whom the above-mentioned Act applied; or

(b) as to the liability of the said C.D. and Co. Limited to pay compensation under the above-mentioned Act to the dependants of the said A.B. in respect of the injury caused to them by the death of the said A.B. ; or

FORM 2—*continued.*

- (c) as to the amount of compensation payable by the said C.D. and Co. Limited to the dependants of the said A.B. under the above-mentioned Act in respect of the injury caused to them by the death of the said A.B. ; or
- (d) as to who are dependants of the said A.B. within the meaning of the above-mentioned Act; or
- (e) as to the apportionment and application of the compensation payable by the said C.D. & Co. Limited to the dependants of the said A.B. in respect of the injury caused to them by the death of the said A.B.

[or as the case may be].

3. An arbitration by a Judge of County Courts under the above-mentioned Act is hereby requested between E.F. the legal personal representative of the said A.B. acting on behalf of the dependants of the said A.B. [or between E.F. , a dependant of the said A.B.] and the said C.D. & Co. Limited and G.H. , who claims or may be entitled to claim to be a dependant of the said A.B.

[or as the case may be ; see Rule 5]

for the settlement of the said question [or questions].

4. Particulars are hereto appended [or annexed].

PARTICULARS.

1. Name and late address of deceased worker ...
2. Name, place of business and nature of business of respondent from whom compensation is claimed ...
3. Nature of employment of deceased at time of accident, and whether employed under respondent or under a contractor with him. (If employed under a contractor who is not a respondent, name and place of business of contractor to be stated) ...
4. Date and place of accident, nature of work on which deceased was then engaged, and nature of accident and cause of injury ...
5. Nature of injury to deceased, and date of death ...
6. Earnings of deceased during the 3 years next preceding the injury, if he had been so long in the employment of the employer by whom he was immediately employed, or if the period of his employment had been less than the said 3 years, particulars of his average weekly earnings during the period of his actual employment under the said employer ...
7. Amount of weekly payments (if any) made to deceased under the Act, and of any lump sum paid in redemption thereof ...
8. Name and address of applicant for arbitration ...
9. Character in which applicant applies for arbitration, i.e. whether as legal personal representative of deceased or as a dependant, and if a dependant, particulars showing how he is so ...
10. Particulars as to dependants of deceased by whom or on whose behalf the application is made, giving their names and addresses and description and occupations (if any) and their relationship to the deceased, and if infants, their respective ages, and stating whether they were wholly or partially dependent on the earnings of the deceased at the time of his death ...

FORM 2—continued.
PARTICULARS—continued.

- 11. Particulars as to any persons claiming or who may be entitled to claim to be dependants, but as to whose claim a question arises, and who are therefore made respondents, with their names, addresses, and descriptions and occupations (if any) ...
- 12. Particulars of amount claimed as compensation and of the manner in which the applicant claims to have such amount apportioned and applied ...
- 13. Date of service of statutory notice of accident on respondent from whom compensation is claimed, and whether given before deceased voluntarily left the employment in which he was injured. [A copy of the notice to be annexed.] ...
- 14. If notice not served reason for omission to serve same ...

The names and addresses of the applicant and his barrister and solicitor are—

Of the Applicant,
Of his Barrister and Solicitor,

The names and addresses of the respondent to be served with this application are:—

C.D. & Co. Limited,
G.H.

Dated this _____ day of _____ (Signed)

Applicant.
[Or _____ Applicant's Barrister and Solicitor.]

FORM 3.

Application for Arbitration as to who are Dependants, or as to the Amount payable to each Dependant, where the total amount payable as Compensation to the Dependants of a Deceased Worker has been agreed or ascertained.

(a) Here fill in name of place in which proceedings are commenced.

In the matter of the Workers' Compensation Act 1915: _____ No. of Matter.

In the matter of an Arbitration between

E.F. of [address] [description] and Applicant

C.D. & Co. Limited of [address] [description]

J.K. of [address] [description]

and L.M. of [address] [description] Respondents.

[or as the case may be; see Rule 6.]

1. On the _____ day of _____ personal injury by accident arising out of and in the course of his employment was caused to A.B. _____, late of _____, deceased, a worker employed by C.D. & Co. Limited [or by a contractor with C.D. & Co. Limited for the execution of work undertaken by them], and on the _____ day of _____ the death of the said A.B. _____ resulted from the injury.

2. The amount of compensation payable by the said C.D. & Co. Limited to the dependants of the said A.B. _____ under the above-named Act in respect of the injury caused to them by the death of the said A.B. _____ has been agreed [or ascertained], but a question has [or questions have] arisen

FORM 3—continued.

[here state the questions, specifying only those which have arisen, e.g.]—

- (a) as to who are dependants of the said A.B. within the meaning of the above-mentioned Act; or
 (b) as to the apportionment and application of the compensation payable to the dependants of the said A.B.

[or as the case may be].

3. An Arbitration by a Judge of County Courts under the above-mentioned Act is hereby requested between E.F., the legal personal representative of the said A.B., acting on behalf of N.O., P.R., &c., dependants of the said A.B. [or between E.F., N.O., P.R., &c., dependants of the said A.B.] and the said C.D. & Co. Limited, and G.H., J.K., and L.M., who are or claim or may be entitled to claim to be dependants of the said A.B.

[or as the case may be; see Rule 6.]

for the settlement of the said question [or questions].

4. Particulars are hereto appended [or annexed].

PARTICULARS.

1. Name and late address of deceased worker...
2. Name and place of business of employer by whom compensation has been paid or is payable
3. Date of accident to deceased and date of death
4. Agreed or ascertained amount of compensation to be paid to dependants of deceased
5. Particulars as to whether the compensation money is still payable by the employer or has been paid by him, and if so, to whom, and in whose hands it now is
6. Character in which the applicant applies for arbitration, i.e., whether as legal personal representative of deceased or as a dependant, and if as a dependant, particulars showing how he is so
7. Particulars as to the dependants or persons claiming to be dependants by whom or on whose behalf the application is made, giving their names and addresses and descriptions and occupations (if any) and their relationship to the deceased, and if infants, their respective ages, and stating whether they were or claim to have been wholly or partially dependent on the earnings of the deceased at the time of his death
8. The like particulars as to any dependants who are made respondents
 [NOTE.—If there is a legal personal representative, and he is not an applicant, he must be made a respondent.]
9. Particulars as to any persons claiming or who may be entitled to claim to be dependants, but as to whose claim a question arises, and who are therefore made respondents, with their names, addresses, descriptions, and occupations (if any)
10. Particulars of the manner in which the applicant claims to have the amount of compensation apportioned and applied

The names and addresses of the applicant and his barrister and sol citor are—

Of the Applicant,

Of his Barrister and Solicitor.

FORM 3—continued.

PARTICULARS—continued.

The names and addresses of the respondents to be served with this application are—

C. D. and Co. Limited.
G. H.
I. K.
L. M.

[Or as the case may be.]

Dated this day of

(Signed)

Applicant.

[Or, Applicant's Barrister and Solicitor.]

FORM 4.

Application for Arbitration with respect to the Compensation payable in respect of Expenses of Medical Attendance and Burial, where Deceased Worker leaves no Dependants.

(a) Here fill in name of place in which proceedings are commenced.

In the matter of the Workers' Compensation Act 1915.

No. of Matter.

In the matter of an Arbitration between

E. F.,

of [address]
[description]

Applicant.

and

C. D. & Co. Limited,
of [address]
[description]

Respondents.

G. H.,
of [address]
[description]

1. On the day of personal injury by accident arising out of and in the course of his employment was caused to A. B. late of , deceased, a worker employed by C. D. & Co. Limited [or by , a contractor with C. D. & Co. Limited , for the execution of work undertaken by them], and on the day of the death of the said A. B. resulted from the injury.

2. The said A. B. left no dependants within the meaning of the above-mentioned Act.

3. A question has [or questions have] arisen.

[here state the questions, specifying only those which have arisen, e.g.]—

- (a) as to whether the said A. B. was a worker to whom the above-mentioned Act applied; or
- (b) as to the liability of the said C. D. & Co. Limited , to pay compensation under the above-mentioned Act in respect of the reasonable expenses of the medical attendance on and the burial of the said A. B. ; or
- (c) as to the amount of compensation payable by the said C. D. & Co. Limited under the above-mentioned Act in respect of the reasonable expenses of the medical attendance on and the burial of the said A. B. ; or
- (d) as to the apportionment and application of the compensation payable by the said C. D. & Co. Limited under the above-mentioned Act in respect of the reasonable expenses of the medical attendance on and the burial of the said A. B.

[or as the case may be].

FORM 4—continued.

4. An arbitration by a Judge of County Courts under the above-mentioned Act is hereby requested between E.F. Police Magistrate and the said C.D. & Co. Limited and G.H. for the settlement of the said question [or questions].

5. Particulars are hereto appended [or annexed].

PARTICULARS.

1. Name and late address of deceased worker ...
2. Name, place of business and nature of business of respondent from whom compensation is claimed ...
3. Nature of employment of deceased at time of accident, and whether employed under respondent or under a contractor with him. [*If employed under a contractor who is not a respondent, name and place of business of contractor to be stated.*] ...
4. Date and place of accident, nature of work on which deceased was then engaged and nature of accident and cause of injury ...
5. Nature of injury to deceased, and date of death ...
6. Name and address of applicant for arbitration ...
7. Character in which applicant applies for arbitration *i.e.*, whether as legal personal representative of deceased or as a person to whom expenses in respect of which compensation is payable are due; and if the latter, particulars must be given of the circumstances under which the expenses are claimed to be due to the applicant ...
8. Particulars as to any other persons who claim that expenses in respect of which compensation is payable are due to them and who are therefore made respondents, with their names and addresses ...
9. Particulars of amount claimed as compensation, and of the manner in which the applicant desires such amount to be apportioned and applied ...
10. Particulars and items making up medical and funeral expenses ...
11. Date of service of statutory notice of accident on respondent from whom compensation is claimed and whether given before deceased voluntarily left the employment in which he was injured. [*A copy of the notice to be annexed*] ...
12. If notice not served, reason for omission to serve same ...

The names and addresses of the applicant and his barrister and solicitor are—

Of the Applicant,
Of his Barrister and Solicitor,

The names and addresses of the respondents to be served with this application are—

C.D. & Co. Limited.
G.H.

Dated this day of

(Signed)

Applicant.

[Or

Applicant's Barrister and Solicitor.]

FORM 5.

Application for Arbitration with respect to the Review, Termination, Diminution, Increase, or Redemption, of a Weekly Payment.

(a) Here fill in name of place in which proceedings are commenced.

In the matter of the Workers' Compensation Act 1915.

No. of Matter

In the matter of an Arbitration between

C. D. & Co Limited, of [address] [description]

Applicants,

and A. B. of [address] [description]

Respondent.

[or as the case may be; see Act, Sched. 2, pars. 15 and 16.]

An arbitration by a Judge of County Courts under the Workers' Compensation Act 1915 is hereby requested between C. D. & Co., Limited, and A. B.

[or as the case may be; see Act, Sched. 2, pars. 15 and 16.]

with respect to the review and termination [or diminution, increase, or redemption, as the case may be] of the weekly payment payable to the said A. B. under the said Act in respect of personal injury caused to him by accident arising out of and in the course of his employment.

Particulars are hereto appended [or annexed].

PARTICULARS.

- 1. Name and address of injured worker ...
2. Name and place of business of employer by whom compensation is payable ...
3. Date and nature of accident ...
4. Date of agreement decision award or certificate fixing weekly payment, and date from which it commenced ...
5. Relief sought by applicant, whether termination, diminution, increase or redemption ..
6. Grounds on which termination, diminution, or increase is claimed ...

The names and addresses of the applicants and their barristers and solicitors are--

Of the Applicants
Of their Barrister and Solicitor

The names and addresses of the respondents to be served with this application are--

Dated this day of

(Signed) Applicants.
[Or Applicants' Barrister and Solicitor.]

FORM 6.

Application for Arbitration by Seaman with respect to the Compensation payable to him.

(a) Here fill in name of place in which proceedings are commenced,

In the matter of the Workers' Compensation Act 1915.

No. of Matter.

In the matter of an Arbitration between

A. B. of [address] [description] and

Applicant

The owners [or charterers] of the ship "

Respondents.

FORM 6—continued.

1. On the _____ day of _____ personal injury by accident arising out of and in the course of his employment was caused to A. B. _____ employed in the capacity of _____ on board the Victorian ship _____ by the owner [or charterer] thereof.

2. A question has [or questions have] arisen.

[here state the questions, specifying only those which have arisen, e.g.]—

- (a) as to whether the said A. B. _____ is a worker within the meaning of the above-mentioned Act; or
 (b) as to the liability of the owners [or charterers] of the said ship to pay compensation under the above-mentioned Act in respect of the said injury; or
 (c) as to the amount [or duration] of the compensation payable by the owners [or charterers] of the said ship _____ to the said A. B. _____ under the above-mentioned Act in respect of the said injury.

[or as the case may be].

3. An Arbitration by a _____ Judge of County Courts _____ or a _____ Police Magistrate _____ under the above-mentioned Act is hereby requested between the said A. B. _____ and the owners [or charterers] of the said ship " _____ " for the settlement of the said question [or questions].

4. Particulars are hereto appended [or annexed].

PARTICULARS.

1. Name and address of applicant
2. Name of ship on which applicant was employed at time of accident and port of registry
3. Nature of employment at time of accident
4. Date and place of accident, nature of work on which applicant was then engaged, and nature of accident and cause of injury
5. Nature of injury
6. Particulars of incapacity for work, whether total or partial, and estimated duration of incapacity
7. Average weekly earnings during the 12 months previous to the injury, if the applicant has been so long employed under the same owners or charterers, or if not, during any less period during which he has been so employed
8. Average weekly amount which the applicant is earning or is able to earn in some suitable employment or business after the accident
9. Payment allowance or benefit received from employer during the period of incapacity
10. Amount claimed as compensation
11. Date of service of statutory notice of accident, and whether given before applicant voluntarily left the employment in which he was injured. [A copy of the notice to be annexed]
12. If notice not served, reason for omission to serve same

The names and addresses of the applicant and his barrister and solicitor are—

Of the Applicant,

Of his Barrister and Solicitor,

The name and address of the person to be served with this application as representing the owners or charterers of the ship are:—

[State name and address of managing owner or manager, or of master of ship. See Rule 32].

Dated this _____

day of _____

(Signed)

Applicant.

[Or Applicant's Barrister and Solicitor.]

FORM 7.

Application for Arbitration by or on behalf of Dependants of Deceased Seaman.

(c) Here fill in name of place in which proceedings are commenced.

(a) In the matter of the *Workers' Compensation Act 1915*.
 No. of Matter
 In the matter of an Arbitration between
 E. F. of [address] [description] and
 Applicant
 The owners [or charterers] of the Ship " " and
 G. B. of [address] [description]
 Respondent.

[or as the case may be; see Rule .]
 1. On the day of personal injury by accident arising out of and in the course of his employment was caused to A. B. late of , deceased employed in the capacity of on board the Victorian ship by the owner [or charterer] and on this day of the death of the said A. B. resulted from the injury [or the ship which left the port of on or about the day of [or was last heard of on or about the day of and is believed to have been lost with all hands].

When the said ship left the said port A. B. , late of , was employed in the capacity of

2. A question has [or questions have] arisen [here state the questions, specifying only those which have arisen e.g.] :-
 (a) as to whether the said A. B. was a worker within the meaning of the above-mentioned Act; or
 (b) as to the liability of the owners [or charterers] of the said ship to pay compensation under the above-mentioned Act to the dependants of the said A. B. in respect of the injury caused to them by the death of the said A. B. ; or
 (c) as to the amount of compensation payable by the owners [or charterers] of the said ship to the dependants of the said A. B. under the above-mentioned Act in respect of the injury caused to them by the death of the said A. B. ; or
 (d) as to who are dependants of the said A. B.
 (e) as to the apportionment and application of the compensation payable by the owners [or charterers] of the said ship to the dependants of the said A. B. in respect of the injury caused to them by the death of the said A. B.

[or as the case may be].
 3. An arbitration by a Judge of County Courts or Police Magistrate under the above-mentioned Act is hereby requested between E. F. , the legal personal representative of the said A. B. [or between E. F. , a dependant of the said A. B.] and the owners of the said ship and G. B. who claims or may be entitled to claim to be a dependant of the said A. B.

[or as the case may be; see Rule 5].
 for the settlement of the said question [or questions].
 4. Particulars are hereto appended [or annexed].

PARTICULARS.

1. Name and late address of seaman ...
2. Name of ship on which deceased was employed at time of accident or loss of ship and port of registry ...
3. Nature of employment at time of accident or loss of ship ...
4. Date and place of accident nature of work on which deceased was then engaged, and nature of accident and cause of injury [or date and place when and where ship was lost or is deemed to have been lost] ...

FORM 7—continued.

PARTICULARS—continued.

5. Nature of injury to deceased and date of death [or date when ship was lost or is deemed to have been lost] ...
6. Earnings of deceased during the 3 years next preceding the injury or date of loss if he had been so long employed under the same owners [or charterers], or if the period of his employment had been less than the said 3 years, particulars of his average weekly earnings during the period of actual employment under the said owners [or charterers] ...
7. Amount of weekly payments [if any] made to deceased under the Act, and of any lump sum paid in redemption thereof ...
8. Name and address of applicant for arbitration ...
9. Character in which applicant applies for arbitration, i.e., whether as legal personal representative of deceased, or as a dependant and if as a dependant, particulars showing how he is so ...
10. Particulars as to the deceased by whom or on whose behalf the application is made, giving their names and addresses, and descriptions and occupations [if any] and their relationship to the deceased, and if infants, their respective ages, and stating whether they were wholly or partially dependent on the earnings of the deceased at the time of his death ...
11. Particulars as to any persons claiming or who may be entitled to claim to be dependants, but as to whose claim a question arises, and who are therefore made respondents, with their names, addresses, and descriptions and occupations [if any]. ...
12. Particulars of amount claimed as compensation, and of the manner in which the applicant claims to have such amount apportioned and applied ...
13. Date of service of statutory notice of accident and whether given before deceased voluntarily left the employment in which he was injured. [A copy of the notice to be annexed]. ...
14. If notice not served, reason for omission to serve same.

The names and addresses of the applicant and his barrister and solicitor are—

Of the Applicant,
Of his Barrister and Solicitor,

The name and address of the respondents to be served with this application are—

As representing the owners [or charterers] of the ship “ ”
[State name and address of managing owner or manager, or of master of ship. See Rule 31].

and G.B.

Dated this day of
(Signed)

Applicant.
[Or Applicant's Barrister and Solicitor.]

FORM 8.

Application for Arbitration by Worker disabled by or suspended on account of having contracted Industrial Disease coming within section 18.

(a) In the matter of the Workers' Compensation Act 1915.
No. of Matter

(a) Here fill in name of place in which proceedings are commenced.

FORM 8—continued.

In the matter of an Arbitration between

A.B.,
of [address]
[description] Applicant
and
C.D. & Co. Limited,
of [address]
[description] Respondent.

1. On the day of Mr. , a certifying medical practitioner under the *Factories and Shops Act 1915* [or *Workers' Compensation Act 1915*] [or Mr. , one of the medical referees appointed by the Governor in Council for the purposes of the *Workers' Compensation Act 1915*] certified that A.B. of was suffering from a disease coming within section 18 of the *Workers' Compensation Act 1915* and was thereby disabled from earning full wages at the work at which he was employed.

2. The said A.B. alleges that the above-mentioned disease is due to the nature of his employment in [describe employment] and that he was last employed in such employment within the twelve months previous to the date of disablement by C.D. & Co. Limited, of

3. A question has [or questions have] arisen

[here state the questions, specifying only those which have arisen, e.g.]—

- (a) as to whether the said A.B. is a worker to whom the *Workers' Compensation Act 1915* applies; or
- (b) as to the liability of the said C.D. & Co. Limited to pay compensation under the *Workers' Compensation Act 1915* in respect of the said disease; or
- (c) as to whether the said disease was in fact contracted whilst the said A.B. was in the employment of the said C.D. & Co. Limited; or
- (d) as to whether the said disease is due to the nature of the employment of the said A.B. under the said C.D. Co. Limited; or
- (e) as to the amount [or duration] of the compensation payable by the said C.D. Co. Limited to the said A.B. under the *Workers' Compensation Act 1915* in respect of the said disease; [or as the case may be.]

4. An arbitration by a Judge of County Courts under the above-mentioned Act is hereby requested between the said A.B. and the said C.D. & Co. Limited for the settlement of the said question [or questions].

5. Particulars are hereto appended [or annexed].

PARTICULARS.

- 1. Name and address of applicant
- 2. Name, place of business, and nature of business of respondents
- 3. Nature of employment of applicant under respondents to which the disease was due
- 4. Nature of disease
- 5. Date of disablement
- 6. Names and addresses of all other employers by whom applicant was employed in the same employment during the 12 months previous to date of disablement
- 7. Particulars of incapacity for work, whether total or partial, and estimated duration of incapacity
- 8. Average weekly earnings during the 12 months previous to date of disablement if the applicant has been so long employed under respondents, or, if not, during any less period during which he has been so employed
- 9. Average weekly amount which the applicant is earning or is able to earn in some suitable employment or business
- 10. Payment, allowance or benefit received from employer during period of incapacity
- 11. Amount claimed as compensation

FORM 8—continued.
PARTICULARS—continued.

12. Date of service of statutory notice of disablement or suspension on respondents. [*A copy of the notice to be annexed*] ...
13. If notice not served, reason for omission to serve same ...

The names and addresses, &c. [as in Form 1].

FORM 9.

Application for Arbitration by or on behalf of Dependants of Deceased Worker whose death has been caused by Industrial Disease.

- (a) In the matter of the *Workers' Compensation Act 1915*.
In the matter of an arbitration between
E. F., of [address] [description] Applicant,
and
C. D. & Co. Limited, of [address] [description]
and
G. H., of [address] [description] Respondents.
- (a) Here fill in name of place in which proceedings are commenced.

[or as the case may be; see Rule]

1. On the day of Mr. , the certifying medical practitioner under the *Factories and Shops Act 1915* [or *Workers' Compensation Act 1915*] [or Mr. , one of the medical referees appointed by the Governor-in-Council for the purposes of the *Workers' Compensation Act 1915*] certified that A. B. , of , was suffering from a disease coming within section 18 of the *Workers' Compensation Act 1915*, and was thereby disabled from earning full wages at the work at which he was employed; and on the day of the said A. B. died, his death being caused by the said disease.

2. The applicant alleges that the above-mentioned disease was due to the nature of the employment of the said A. B. in [describe employment], and that he was last employed in such employment within the twelve months previous to his disablement [or, if the workman died without having obtained a certificate of disablement, or was not at the time of his death in receipt of a weekly payment on account of disablement, within the twelve months previous to his death] by C. D. & Co. Limited of .

3. A question has [or Questions have] arisen

[here state the questions, specifying only those which have arisen, e.g.]—

- (a) as to whether the said A. B. was a worker to whom the *Workers' Compensation Act 1915* applied; or
(b) as to the liability of the said C. D. & Co. Limited to pay compensation under the *Workers' Compensation Act 1915* to the dependants of the said A. B. in respect of the injury caused to them by the death of the said A. B. ; or
(c) as to whether the said disease was in fact contracted whilst the said A. B. was in the employment of the said C. D. & Co. Limited ; or
(d) as to whether the said disease was due to the nature of the employment of the said A. B. under the said C. D. & Co. Limited, ; or
(e) as to whether the death of the said A. B. was in fact caused by the said disease; or

FORM 9—continued.

- (f) as to the amount of compensation payable by the said C.D. & Co. Limited to the dependants of the said A.B. under the above-mentioned Act in respect of the injury caused to them by the death of the said A.B. ; or
- (g) as to who are dependants of the said A.B. within the meaning of the above-mentioned Act ; or
- (h) as to the apportionment and application of the compensation payable by the said C.D. & Co. Limited to the dependants of the said A.B. in respect of the injury caused to them by the death of the said A.B.

[or as the case may be].

4. An arbitration by a Judge of County Courts or Police Magistrate under the above-mentioned Act is hereby requested between E.F. , the legal personal representative of the said A.B. , acting on behalf of the dependants of the said A.B. [or between E.F. , a dependant of the said A.B.], and the said C.D. & Co. Limited , and G.H. , who claims or may be entitled to claim to be a dependant of the said A.B. [or as the case may be : see Rule].

for the settlement of the said question [or questions].

5. Particulars are hereto appended [or annexed].

PARTICULARS

1. Name and late address of deceased worker
2. Name, place of business, and nature of business of respondents from whom compensation is claimed ...
3. Nature of employment of deceased under respondents to which the disease was due ...
4. Nature of disease ...
5. Date of disablement and date of death ...
6. Earnings of deceased during the three years next preceding disablement, if he had been so long in the employment of the respondents or if the period of his employment had been less than the said three years, particulars of his average weekly earnings during the period of his actual employment under the respondents ...
7. Names and addresses of all other employers by whom deceased was employed in the same employment during the 12 months previous to the date of disablement. ...
8. Amount of weekly payments (if any) made to deceased under the Act, and of any lump sum paid in redemption thereof ...
9. Name and address of applicant for arbitration
10. Character in which applicant applies for arbitration, i.e., whether as legal personal representative of deceased, or as a dependant, and if as a dependant, particulars showing how he is so ...
11. Particulars as to dependants of deceased by whom or on whose behalf the application is made, giving their names and addresses and descriptions and occupations (if any) and their relationship to the deceased, and if infants their respective ages, and stating whether they were wholly or partially dependent on the earnings of the deceased at the time of his death ...
12. Particulars as to any persons claiming or who may be entitled to claim to be dependants, but as to whose claim a question arises, and who are therefore made respondents, with their names, addresses, and descriptions and occupations (if any) ...

FORM 9—continued.

PARTICULARS—continued.

- 13. Particulars of amount claimed as compensation, and of the manner in which the applicant claims to have such amount apportioned and applied ...
- 14. Date of service of statutory notice of disablement. [A copy of the notice to be annexed]
- 15. If notice not served, reason for omission to serve same ...

The names and addresses, &c. [as in Form 2].

FORM 10.

Application for Arbitration where Rights of Employer against Insurers are Transferred to Worker under Section 15.

(a)

In the matter of the *Workers' Compensation Act 1915*.

No. of Matter.

(a) Here fill in name of place in which proceedings are commenced.

In the matter of an Arbitration between

A.B.

of [address]
[description]

Applicant

and

[Name and address of insurers]

Respondents.

1. On the _____ day of _____ personal injury by accident arising out of and in the course of his employment was caused to A.B. _____, a worker employed by _____, of _____ [name and address of employer] [or by _____ of _____, a contractor with _____ [name and address of employer]. for execution of work undertaken by him] and the said A.B. _____ claims that the said _____ [employer] thereupon became liable to pay compensation under the *Workers' Compensation Act 1915* to the said A.B. _____ in respect of such injury.

[Or, where weekly payment has been settled.]

1. Under an agreement [or a decision, or an award, or a certificate] recorded in the County Court at _____ on the _____ day of _____, a weekly payment of _____ is payable by _____, of _____ [name and address of employer] to the above-mentioned A.B. _____ as compensation for personal injury caused to the said A.B. _____ by accident arising out of and in the course of his employment as a worker employed by the said _____ [employer] [or by _____ of _____, a contractor with the said _____ [employer] for the execution of work undertaken by him].

2. The respondents are insurers of the said _____ [employer] in respect of his [or their] liability to pay such compensation.

3. The said _____ [employer] has become insolvent [or made a composition or arrangement with his creditors [or, if the employer is a company, the said _____ has commenced to be wound up], and the rights of the said _____ [employer] against the respondents as such insurers in respect of his [or their] liability to the said A.B. _____ have, by virtue of section 15 of the said Act, been transferred to and vested in the said A.B.

4. A question has [or Questions have] arisen [here state the questions, specifying only those which have arisen, e.g.] :—

- (a) as to whether the said A.B. _____ is a worker to whom the above-mentioned Act applies; or
- (b) as to the liability of the said _____ [employer] to pay compensation under the above-mentioned Act in respect of the said injury; or

FORM 10—continued.

(c) as to the liability of the respondents as such insurers as aforesaid to the said A.B. ; or

(d) as to the amount [or duration] of the liability of the respondents as such insurers as aforesaid to the said A.B. ;

[or as the case may be].

5. An arbitration by a Judge of County Courts under the above-mentioned Act is hereby requested between the said A.B. and the respondents for the settlement of the said question [or questions].

6. Particulars are hereto appended [or annexed].

PARTICULARS.

[Here insert particulars containing a concise statement of the circumstances under which the application is made, and of all matters necessary to be stated in order to bring the questions to be settled properly before the Judge or Magistrate, and of the relief or order which the applicant claims, adapting the particulars given in the preceding Forms to the circumstances of the case.]

The names and addresses of the applicant and his barrister and solicitor are—

Of the Applicant,
Of his Barrister and Solicitor,

The names and addresses of the respondents to be served with this application are—

Dated this day of (Signed) Applicant.
[Or Applicant's Barrister and Solicitor.]

NOTE.—This Form to be adapted as required to an application for arbitration as between the dependants of a deceased worker and insurers.

FORM 11.

Notice to Applicant of Day upon which Arbitration will be proceeded with.

[Heading as in Request for Arbitration.]

TAKE NOTICE that His Honour Judge of County Courts, Mr. a Police Magistrate, the Arbitrator herein, will proceed with the Arbitration in this matter at on the day of at the hour of o'clock in the noon or so soon thereafter as the parties can be heard.

Dated this day of To Of Registrar of the County Court at

FORM 12.

Notice to Respondent of Day upon which Arbitration will be proceeded with.

[Heading as in Request for Arbitration.]

TAKE NOTICE, that His Honour Judge of County Courts, Mr. a Police Magistrate, will proceed with the Arbitration applied for in the request and particulars a sealed copy of which is served herewith at on the day of at the hour of o'clock in the noon or so soon thereafter as the parties can be heard,

FORM 12—continued.

and that if you do not attend either in person or by your barrister and solicitor at the time and place above mentioned such order will be made and proceedings taken as the Judge Magistrate may think just and expedient.

And further take notice, that if you wish to disclaim any interest in the subject-matter of the Arbitration, or consider that the Applicant's particulars are in any respect inaccurate or incomplete, or desire to bring any fact or document to the notice of the Judge Magistrate, or intend to rely on any fact, or to deny (wholly or partially) your liability to pay compensation under the Act, you must file with me an answer, stating your name and address and the name and address of your barrister and solicitor (if any), and stating that you disclaim any interest in the subject-matter of the Arbitration, or stating in what respect the Applicant's particulars are inaccurate or incomplete, or stating concisely any fact or document which you desire to bring to the notice of the Judge Magistrate or on which you intend to rely, or the grounds on and extent to which you deny liability to pay compensation.

Such answer, together with a copy thereof for the Judge Magistrate and a copy for the Applicant and for each of the other Respondents, must be filed with me ten clear days at least before the day of

If no answer is filed, and subject to such answer, if any, the Applicant's particulars and your liability to pay compensation will be taken to be admitted.

Dated this day of

To
Of

Registrar of the County
Court at

FORM 13.

R. 15.

Affidavit of Service of copy of request for Arbitration and Particulars Notices.

(a) In the matter of the *Workers' Compensation Act 1915.* No. of Matter

In the matter of an Arbitration between
E.F., of [address] [description] Applicant.

and
C.D. & Co. Limited, of [address] [description]

and
G.H., of [address] [description] Respondents.

I, A.B., of [or as the case may be].
[or G.H., a clerk [or servant] in the permanent and exclusive employ of];
[or L.M., of], the barrister and solicitor for];
[or R.S., of], barrister and solicitor, agent for L.M., of
barrister and solicitor for]; [or X.Y., a clerk in the employ of [R.S.,
of], barrister and solicitor, agent for] L.M., of], barrister
and solicitor for], the above-named plaintiff, make oath and say:—

1. That I, [], am a clerk [or servant] in the permanent and exclusive employ of [], [or am a clerk in the employ of [R.S. of], barrister and solicitor, agent for] L.M., of [], barrister and solicitor for [] the above-named plaintiff, and that I am over sixteen years of age.

2. That I did on the day of 19, duly serve C.D. & Co. Limited, the above named respondent [or one of the above-named respondents] with the copy of request for Arbitration herein and particulars thereof [or as the case may be], a true copy of which is hereunto annexed marked "A," by leaving the same at [], the registered office of the company [or

(a) Here fill in name of place in which proceedings are commenced.

FORM 13—continued.

by delivering the same personally to the said defendant [insert time, place, and mode of service] or as the case may be.

Sworn at _____, in the _____ bailiwick, on the _____ day of 19____, before me,

A Commissioner for taking declarations and affidavits.

[or as the case may be].

[Indorse the copy request or other matter:—This paper marked "A" is the paper referred to in the annexed affidavit.]

FORM 14.

ANSWER BY RESPONDENTS.

R. 17.

[Not to be Printed, but to be used as a Precedent].

[Heading as in Request for Arbitration.]

TAKE NOTICE—

That the respondent G.H. _____ disclaims any interest in the subject-matter of the above arbitration.

Or

That the respondents C.D. & Co., Limited, _____ state that the applicant's particulars filed in this matter are inaccurate or incomplete in the particulars hereto annexed.

Or

That the respondents C.D. & Co., Limited, _____ desire to bring to the notice of the Judge [or Magistrate] the facts stated in the particulars hereto annexed.

Or

That the respondents C.D. & Co., Limited, intend at the hearing of the arbitration to give evidence and rely on the facts stated in the particulars hereto annexed.

Or

That the respondents C.D. and Co., Limited, _____ deny their liability to pay compensation under the Act in respect of the injury to A.B., mentioned in the applicant's particulars, on the grounds stated in the particulars hereto annexed.

PARTICULARS.

1. Particulars in which the particulars filed by the Applicant are inaccurate or incomplete.

2. Facts which the Respondents desire to bring to the notice of the Arbitrator—

That the applicant A.B. _____ refuses to submit himself to medical examination as required by [or obstructs the medical examination required by] the respondents C.D. & Co., Limited, _____ in accordance with paragraph 4 of the first schedule to the Act [or refuses to submit himself for examination by a medical referee as ordered] [or obstructs the examination by a medical referee ordered in accordance with paragraph 14 of the first schedule of the Act]

[or as the case may be].

3. Facts which the respondents, C.D. & Co., Limited, intend to give in evidence and rely on at the hearing of the Arbitration—

That notice of the alleged accident [or of death or disablement] was not given to the respondents as required by the Act; or

That the claim for compensation was not made on the respondents within the time limited by the Act; or

That a scheme of compensation [benefit or insurance] for the workers of the respondents, C.D. & Co., Limited, has been duly certified by the Judge of County Courts appointed under Section 13 of the Act in that behalf, and such certificate was in force at the date of the alleged accident, and the said C.D. & Co., Limited, _____ contracted with the applicant A.B. _____ [or with the deceased worker] by a contract which was in force at the date of the alleged accident, that the provisions of the said scheme should be substituted for the provisions of the Act, and the said

FORM 14—continued.
PARTICULARS—continued.

C.D. & Co., Limited, are consequently liable only in accordance
with the said scheme
[or as the case may be].

4. Grounds on which the Respondents deny their Liability to pay Compensation—

- (i) That the applicant A. B. is [or the deceased worker was] not a worker to whom the Act applies: or
- (ii) That the injury to the applicant [or to the deceased worker] was not caused by accident arising out of and in the course of his employment: or
- (iii) That the injury to the applicant [or to the deceased worker] was attributable to the serious and wilful misconduct of the applicant [or of the deceased worker] and did not result in death or serious and permanent disablement; or
- (iv) That at the time of the alleged accident the applicant [or the deceased worker] was not immediately employed by the respondents, but was employed by of , a contractor with the respondents for the execution by or under such contractor of work undertaken by the respondents, and the accident occurred elsewhere than on or about premises on which the respondents had undertaken to execute the work or which were otherwise under the control or management of the respondents; or
- (v) That the injury to the applicant [or to the deceased worker] was caused under circumstances creating a legal liability in a person other than the respondents, to wit [name and address of such person] to pay damages in respect thereof, and the applicant [or the deceased worker] has taken proceedings against that person and has recovered damages from him; or

In case of industrial disease,

- (vi) That the applicant [or the deceased worker] at the time of entering the employment of the respondents wilfully and falsely represented himself in writing as not having previously suffered from the disease mentioned in the applicant's particulars; or
- (vii) That the disease mentioned in the applicant's particulars was not contracted whilst the applicant [or the deceased worker] was in the employment of the respondents; or
- (viii) That the disease mentioned in the applicant's particulars was not due to the nature of the employment in which the applicant [or the deceased worker] was employed by the respondents;

[or as the case may be].

And further take notice, that the names and addresses of the said respondents and their barristers and solicitors are—

Of the Respondents,
C. D. & Co., Limited,

Of their Barristers and Solicitors,

Dated this . day of

(Signed)

Barristers and Solicitors for the Respondent.
C. D. & Co., Limited.

To the Registrar of the County Court at
To the Applicant, A. B., and
To the Respondents
if any [naming them]

FORM 15.

Notice by Respondent admitting Liability, and submitting to an Award for Payment of a Weekly Sum, or paying Money into Court.

[Not to be printed, but to be used as a Precedent.]

[Heading as in Request for Arbitration.]

TAKE NOTICE—

That the respondents, C. D. & Co. Limited admit
their liability to pay compensation in the above-mentioned matter.

FORM 15—continued.

And they hereby submit to an award for payment by them to the applicant A.B. of the weekly sum of such weekly payment to commence as from the day of and to continue during the total or partial incapacity of the said A.B. for work, or until the same shall be ended, diminished, increased, or redeemed in accordance with the provisions of the above-mentioned Act.

And for payment by them to the applicant forthwith alter the award of the amount of such weekly payments calculated from the day of until the first Saturday [or other usual pay day] after the date of the award, and for the payment thereafter of the said sum of to the applicant on Saturday [or other usual pay day] in every week.

[Or, And the said C. D. & Co. Limited herewith pay into the County Court at the sum of £ in satisfaction of such liability.]

Dated this day of

(Signed)

Solicitors for the Respondents, C. D. & Co. Limited.

To the Registrar of the County Court at and
 To the Applicant A.B., and
 To the Respondents
 if any [naming them].

FORM 16.

Notice of Filing of Submission to an Award.

[Heading as in Request for Arbitration.]

TAKE NOTICE—

That the respondents C. D. & Co. Limited have this day filed with me a notice (copy of which is sent herewith) that they admit their liability to pay compensation in the above-mentioned matter, and submit to an award for payment by them to you of the weekly sum of

If you elect to accept such weekly sum in satisfaction of your claim, you must send to the Registrar of the County Court at and to the said C. D. & Co. Limited, a written notice forthwith by post, or leave such notice at the office of the Registrar of such Court, and at the residence or place of business of the said C. D. & Co. Limited.

If you send such notice the Judge Magistrate will, on application made to him, make an award directing payment of such weekly sum to you and you will be liable to no further costs.

In default of such notice, the Arbitration will be proceeded with; and if no greater weekly payment is awarded to you you will be liable to be ordered to pay the costs incurred by the respondents subsequent to the receipt by you of this notice.

Dated this day of

Registrar of the County Court at

To the Applicant, A.B.

FORM 17.

Notice of Payment into Court.

[Heading as in Request for Arbitration.]

TAKE NOTICE—

That the respondents, C.D. & Co. Limited have this day filed with me a notice that they admit their liability to pay compensa-

FORM 17--*continued.*

tion in the above-mentioned matter, and they have paid into the County Court at _____ sum of £ _____ in satisfaction of such liability.

If you are willing to accept the sum so paid into court in satisfaction of the compensation payable in the above-mentioned matter, you must send to the registrar of the said court, and to the said C. D. & Co. Limited, and to the other respondents [*or where this notice is sent to a respondent, to the applicant and the other respondents*] a written notice forthwith by post, or leave such notice at the office of the said registrar, and at the residence or place of business of the said C. D. & Co. Limited and at the residence or place of business of each of the other respondents [*or of the applicant and each of the other respondents*].

If you and all the other respondents [*or If you and the applicant and all the other respondents*] send such notice, and agree as to the apportionment and application of the said sum of £ _____ the Judge Magistrate will on application made to him, make an award for such apportionment and application, and you will be liable to no further costs.

If you and all the other respondents [*or If you and the applicant and all the other respondents*] send such notice, but do not agree as to the apportionment and application of the said sum of £ _____, the arbitration will be proceeded with as between you and such other respondents [*or as between the applicant and yourself and such other respondents*].

In default of such notice being sent by you and all the other respondents [*or by the applicant and yourself and all the other respondents*] the arbitration will be proceeded with; and if no greater amount than the said sum of £ _____ is awarded as compensation, the parties who do not send such notice will be liable to be ordered to pay the costs incurred by the respondents C. D. & Co. Limited subsequent to the receipt by such parties of this notice and also any costs incurred subsequent to the receipt of this notice by any parties who send notice of their willingness to accept the said sum of £ _____ in satisfaction of the said compensation payable in the above-mentioned matter.

Dated this _____ day of _____

Registrar of the County Court at _____

To the Applicant A.B.
[*or To the Respondent G.H.*]
[*or as the case may be.*]

FORM 18.

Notice of Acceptance of Weekly Sum offered, or of Willingness to accept sum paid into Court.

[*Not to be printed, but to be used as a Precedent.*]

[*Heading as in Request for Arbitration.*]

TAKE NOTICE--

That the applicant, A.B., _____ accepts the weekly sum offered by the respondents, C. D. & Co. Limited, in satisfaction of his claim in the above-mentioned matter [*or that the applicant, E.F. [or the respondent, G.H.], is willing to accept the sum of £ _____ paid into court by the respondents, C. D. & Co. Limited, in satisfaction of the compensation payable in the above-mentioned matter*].

But the applicant _____ [*or the said respondent, G.H.*] will apply to the Judge Magistrate to include in his award an order directing the said respondents, C. D. & Co. Limited, to pay the costs properly incurred by the applicant [*or the said respondent, G.H.*] before the receipt of notice of the offer of the said weekly sum [*or of notice of payment of the said sum of £ _____ into court*], and his costs properly incurred in relation to the notice of the offer of the said weekly sum [*or the notice of payment of the said sum of £ _____ into court*] and to this notice and in attending the arbitrator to obtain an award.

Dated this _____ day of _____

FORM 18—continued.

(Signed)

[Or

Applicant

Respondent.]

To the Registrar of the County Court at and,
To the Respondents, C.D. & Co. Limited, and
To the Applicant, A.B., and
To the Respondents
[naming them].

FORM 19.

Application for Addition of Employer as Respondent under Section 20—Proviso (ii).

[Not to be printed, but to be used as a Precedent.]

[Heading as in Request for Arbitration.]

TAKE NOTICE—

That the respondents, C.D. and Co. Limited, allege that the disease mentioned in applicant's particulars filed in this matter was in fact contracted while the applicant [or the deceased worker] was in the employment of of , and not whilst in the employment of the said C.D. and Co. Limited.

And the said C.D. & Co. Limited hereby apply for an order that the said be joined as respondents in the above arbitration, and if necessary for an adjournment of the hearing of the arbitration.

Dated this , day of

(Signed) C.D. & Co. Limited,
By Secretary.

[Or

Solicitors for the Respondents, C.D. & Co. Limited.]

To the Registrar of the County Court at

FORM 20.

Order adding Respondents.

[Heading as in Request for Arbitration.]

It is this day ordered, on the application of the respondents, C.D. & Co. Limited that of be added as respondents to this arbitration [and that the hearing of this arbitration be adjourned to the day of at o'clock in the noon or so soon thereafter as the parties can be heard.]

Dated this day of

Judge of County Court.
Police Magistrate.

FORM 21.

Notice to Applicant and Original Respondents of Addition of Respondents.

[Heading as in Request for Arbitration.]

TAKE NOTICE—

That by order dated the day of , it was ordered on the application of the respondents C.D. & Co. Limited, (a copy whereof is hereto annexed) that of be added as respondents to this arbitration [and that the hearing of this arbitration be adjourned to the day of at o'clock in the noon or so soon thereafter as the parties can be heard].

Dated this day of

Registrar of the County
Court at

To the Applicant
and
The Respondents
C.D. & Co. Limited.

FORM 22.

Notice to Parties who are added as Respondents.

[Heading as in Request for Arbitration].

To Messrs. _____ of _____ [address and description].
 TAKE NOTICE—

That by an order of His Honour _____ Judge of County Courts the
 arbitrator herein, dated the _____ day of _____, a copy of which
 order is hereunto annexed, together with a copy of the request and
 particulars filed with the applicant in this matter, and a copy of the
 application on which the said order was made, you were ordered to be
 added as a respondent in the above arbitration.

And further take notice, that the hearing of the above arbitration has
 been appointed for the _____ day of _____ at
 _____ o'clock in the _____ noon, or so soon thereafter as the parties
 can be heard, and that if you do not attend, either in person or by your
 barrister and solicitor, at the courthouse at _____ upon the day
 and at the hour above-mentioned, such order will be made and proceedings
 taken as the Judge _____ Magistrate may think just and expedient.

And further take notice, that if you wish to disclaim any interest in
 the subject matter of the arbitration, or consider that the applicant's par-
 ticulars are in any respect inaccurate or incomplete, or desire to bring any
 fact or document to the notice of the Judge _____ Magistrate or intend to rely on any
 fact, or to deny (wholly or partially) your liability to pay compensation
 under the Act, you must file with me an answer stating your name and
 address and the name and address of your barrister and solicitor (if any)
 and stating that you disclaim any interest in the subject-matter of the
 arbitration, or stating in what respect the applicant's particulars are
 inaccurate or incomplete, or stating concisely any fact or document which
 you desire to bring to the notice of the Judge _____ Magistrate or on which you intend
 to rely, or the grounds on and extent to which you deny liability to pay
 compensation.

Such answer, together with a copy thereof for the Judge _____ Magistrate and a
 copy for the applicant and for each of the other respondents, must be filed
 with me ten clear days at least before the _____ day of _____.
 If no answer is filed, and subject to such answer, if any, the applicant's
 particulars and your liability to pay compensation will be taken to be
 admitted.

Dated this _____ day of _____
 To _____
 Of _____

Registrar of the County
 Court at _____

FORM 23.

Notice by Respondent to Third Parties.

[Not to be Printed, but to be used as a Precedent.]

[Heading as in Request for Arbitration.]

To Mr. _____, of _____ [Address and description].
 TAKE NOTICE—

That A.B. _____, of &c. _____, has filed a request
 for arbitration (a copy whereof is hereto annexed) as to the amount of
 compensation payable by the respondents, C.D. and Co. Limited, to the
 said A.B. _____ in respect of personal injury caused to the said
 A.B. _____ by accident arising out of and in the course of his
 employment.

[Or that E.F., _____, of _____, has filed a
 request for arbitration (a copy whereof is hereto annexed) with respect to
 the compensation payable to the dependants of A.B. _____
 deceased, in respect of the injury caused to the said dependants by the
 said A.B. _____, which resulted from injury caused to the said

FORM 23—continued.

A.B. by accident arising out of and in the course of his employment.]

[Or, as the case may be. See Forms of Request for Arbitration.]

The respondents, C.D. and Co. Limited claim to be indemnified by you against their liability to pay such compensation, on the ground that at the time of the injury in respect of which compensation is claimed the said A.B. was not immediately employed by the said C.D. & Co. Limited, but was employed by you in the execution of work undertaken by the said C.D. & Co. Limited, in respect of which the said C.D. & Co. Limited had contracted with you for the execution thereof by or under you.

[Or on the ground that the injury for which compensation is claimed was caused under circumstances creating a legal liability on your part to pay damages in respect thereof.]

[Or as the case may be.]

[Or, in case of industrial disease, the respondents, C.D. and Co. Limited claim to be entitled to contribution from you in respect of the compensation claimed from them on the ground that the disease mentioned in the applicant's particulars was of such a nature as to be contracted by a gradual process, and that the said A.B. was employed by you during the twelve months previous to the date of disablement or suspension in the employment to the nature of which the disease was due.]

And take notice, that if you wish to dispute the applicant's claim as against the respondents C.D. and Co. Limited, or your liability to the said respondents, you must appear before the Judge Magistrate at the time and place mentioned in the notice, a copy of which is hereunto annexed.

In default of your so appearing you will be deemed to admit the validity of any award made in the said arbitration as to any matter which the Judge Magistrate has jurisdiction to decide in such arbitration as between the applicant and the respondents C.D. and Co. Limited whether such award is made by consent or otherwise, and your own liability to indemnify the said C.D. and Co. Limited [or to contribute as above-mentioned].

Dated this day of

(Signed) C.D. & Co. Limited.
By Secretary.

[Or, Barristers and Solicitors for the Respondents—
C.D. & Co. Limited.]

To
Of

FORM 24.

Award.

Note.—These forms are intended for use in ordinary cases only. The award in any special case must be settled under Rule 29 in accordance with the directions given by the Judge or Magistrate.

(i) In case of Application by Worker.

[Heading as in Request for Arbitration.]

Having duly considered the matters submitted to me, I do hereby make my award as follows :—

[Here insert any introductory recitals of findings on which the award is made which the Judge or Magistrate may direct.]

1. I order that the respondents, C. D. & Co. Limited do pay to the applicant A.B. the weekly sum of as compensation for personal injury caused to the said A.B. on the day of by accident arising out of and in the course of his employment as a worker employed by the said respondents, such weekly payment to commence as from the day of and to continue during the total or partial incapacity of the said A.B. for work, or until the same shall be ended, diminished, increased, or redeemed in accordance with the provisions of the above-mentioned Act.

FORM 24—continued.

2. And I order that the said C. D. & Co. Limited do forth-
with pay to the said A.B. the sum of £ being the amount
of such weekly payments calculated from the day of until the
day of (1) and do thereafter pay the said sum of to (1) *First Satur-
day or other
usual pay day*
the said A.B. on Saturday (2) in every week. *award.
(2) Or other
usual pay day.*

3. And I order that the said C.D. & Co. do pay to the Registrar of
the County Court at for the use of the applicant, his costs of and
incident to this Arbitration, such costs, in default of agreement between the
parties as to the amount thereof, to be taxed by the said Registrar under
scale of costs and to be paid by the said C. D. & Co.
to the said Registrar within fourteen days from the date of
the certificate of the result of such taxation.

Dated this day of Judge of County Court,
Police Magistrate.

(ii) *In case of Application by Dependants.*

[Heading as in Request for Arbitration.]

Having duly considered the matter submitted to me, I do hereby make my
award as follows:—

[Here insert any introductory recitals of findings on which the award is made
which the Judge or Magistrate may direct.]

1. I order that the respondents C.D. & Co. Limited do pay the
sum of £ to the dependants of A.B. late of
deceased, as compensation for the injury resulting to such dependants from the
death of the said A.B. which took place on the day of
from injury caused to the said A.B. on the day
of by accident arising out of and in the course of his employment
as a worker employed by the said respondents.
2. And I declare that the persons hereinafter named are entitled to share in
such compensation as dependants of the said A.B. that is to say,
J.B., the widow of the said A.B. and (1) (1) *Name the
other persons.*
3. [Add, if so found.] And I declare that the respondent G.H. the
of the said A.B. is not entitled to share in such compensation as a
dependant of the said A.B.
4. And I order that the said sum of £ be apportioned between
the said J.B. and (1)
in the proportions following that is to say:—
I apportion the sum of £ to or for the benefit of the said J.B. and
the sum of £ to or for the benefit of the said (2) (2) *Specify the
persons entitled
and the sums
apportioned to
them.*
5. And I order that the said C.D. & Co. Limited do pay the
said sum of £ to the registrar of the County Court at
within 14 days from the date of this award.
6. And I order that on payment to the registrar of the said sum of
£, the registrar do forthwith pay to the said J.B. the sum
of £ hereby apportioned to her [or the sum of
£ out of the sum of £ hereby apportioned to her], and
that the balance of the last-mentioned sum (less the fee for the investment
thereof) be invested by the registrar in his name in a Savings Bank for the
benefit of the said J.B. and that out of the sum so invested and the
accruing interest thereof the registrar do from time to time until further order
pay to the said J.B. the weekly [or fortnightly] sum of £
the first payment to be made on the day of
7. And I order that on payment to the registrar of the said sum of £
the sums of £ and £ hereby apportioned to or for the
benefit of the said respectively (less the fees for the investment
thereof) be invested by the registrar in his name in a Savings Bank for the
benefit of the said and respectively, and that interest
arising from such investments be from time to time until further order paid to
the said J.B. to be by her applied for the maintenance, education,
or benefit of the said and respectively.
8. And I order that the said J.B. and the said or
any of them be at liberty to apply from time to time as they may be advised for
any further or other order as to the application of any of the said sums so
ordered to be invested and the accruing interest thereof.

FORM 24—continued.

9. And I order that the said C.D. & Co. Limited do pay to the registrar of the County Court at for the use of the applicants, their costs of and incident to this arbitration, such costs, in default of agreement between the parties as to the amount thereof, to be taxed by the registrar under scale of costs used in the County Courts and to be paid by the said C.D. and Co. Limited to the registrar within 14 days from the date of the certificate of the result of such taxation.

[Add directions (if any given) as to costs occasioned by claim of person claiming as a dependant whose claim is disallowed.]

Dated this day

Judge of County Court.
Police Magistrate.

(iii) *In case of Application by Person to whom expenses of Medical Attendance or Burial are due.*

[Heading as in Request for Arbitration.]

Having duly considered the matters submitted to me, I do hereby make my award as follows:—

[Leave space for any introductory recitals of findings on which the award is made which the Judge or Magistrate may direct.]

1. I order that the respondents C.D. & Co. Limited do pay the sum of £ for or towards the expenses of medical attendance on and the burial of A.B. late of deceased, who died on the day of from injury caused on the day of by accident arising out of and in the course of the employment of the said A.B. as a worker employed by the said C.D. & Co. Limited.

2. And I declare that the persons hereinafter named are entitled to share in such compensation, that is to say:

The applicant E.F. in respect of charges amount to £ due to [or payable by] him for medical attendance on the said A.B. and the respondent G.H. in respect of charges amount to £ due to him for the burial of the said A.B.

3. And I order that the respondents C.D. and Co. Limited do pay the said sum of £ to the registrar of the County Court at within 14 days from the date of this award, and that the said sum of £ be apportioned between and paid to the said E.F. and G.H. in proportion to the amounts due to them respectively as aforesaid.

4. And I order that the said C.D. and Co. Limited do pay to the registrar of the County Court at for the use of the applicant E.F. and the respondent G.H. their respective costs of and incident to this arbitration, such costs, in default of agreement between the parties as to the amount thereof to be taxed by the registrar under scale of costs in use in the County Courts and to be paid by the said C.D. & Co. Limited to the registrar within 14 days from the date of the certificate of the result of such taxations.

Dated this day of

Judge.
Magistrate.

[NOTE.—The above forms will serve as guides for framing awards in other cases of arbitration.]

FORM 25.

Form of Memorandum under Paragraph 6 of Schedule III.

(i) *In case of Injury to Worker by Accident.*

To the Registrar of the County Court at
In the matter of the *Workers' Compensation Act 1915*,
and

In the matter of an arbitration between

of [name]
[address]
[description]

Applicant,

FORM 25—continued.

and
of [name]
[address]
[description] Respondents.
[Or, where the matter has been decided by agreement without arbitration],
In the matter of an agreement between

of [name]
[address]
[description] and

of [name]
[address]
[description]

Be it remembered, that on the day of , 19 , personal injury was caused at [state place of accident] to the above-named , a worker under no legal disability [or an infant of the age of years] by accident arising out of and in the course of his employment.

And that on the day of , 19 , the following agreement was come to by and between the said and the said that is to say :

[Here set out copy of agreement or award].

[If a medical referee has been appointed to report, add:—]

A copy of the report of Mr. , a medical referee appointed to report in the above-mentioned matter, is hereunto annexed.

[Add, if so, The said Mr. attended the arbitration on the day of , 19].

You are hereby requested to record this memorandum, pursuant to Paragraph 6 of the Third Schedule to the above-mentioned Act.

Dated this day of 19

[To be signed in accordance with Rule 35, pars. 1 and 2.]

[NOTE.—This form to be adapted to the circumstances of the case and the matter decided.]

(ii) In case of injury to Worker by Industrial Disease.

To the Registrar of the County Court at

In the matter of the Workers' Compensation Act 1915

and

In the matter of an Arbitration between

of [name]
[address]
[description]

and

Applicant

of [name]
[address]
[description]

Respondents.

[Or, where the matter has been decided by agreement without arbitration]

In the matter of an Agreement between

of [name]
[address]
[description]

and

of [name]
[address]
[description]

Be it remembered, that on the day of Mr. the certifying medical practitioner appointed under the Factories and Shops Act 1915 [or the Workers' Compensation Act 1915] [or Mr. , one of the medical referees appointed by the Governor in Council for the purpose of the Workers' Compensation Act 1915] certified that A.B. , of , a worker under no

FORM 25—continued.

legal disability [or an infant of the age of _____ years] was suffering from _____, a disease coming within Section 18 of the *Workers' Compensation Act 1915*, and was thereby disabled from earning full wages at the work at which he was employed.

[Or That on the _____ day of _____, A.B., of _____ a worker under no legal disability [or an infant of the age of _____ years] was incapacitated having contracted a disease coming within Section 18 of the *Workers' Compensation Act 1915* and the said A.B., alleged that the above-mentioned disease was due to the nature of his employment in [describe employment] and that he was last employed in such employment within the twelve months previous to the date of disablement by C.D. & Co. Limited, of _____. And that on the _____ day of _____ 19____, the following agreement was come to by and between the said _____ and the said _____, that is to say:

[or And that on the _____ day of _____ 19____, the following award was made and given by me, the undersigned _____ being a _____ County Court Judge, that is to say:]

[Here set out copy of agreement, or award.]

[If a medical referee has been appointed to report, add :—]

A copy of the report of Mr. _____, a medical referee appointed to report in the above-mentioned matter, is hereunto annexed.

[Add, if so, The said Mr. _____ attended the arbitration on the _____ day of _____ 19____.]

You are hereby requested to record this memorandum, pursuant to Paragraph 6 of the Third Schedule to the above-mentioned Act.

Dated this _____ day of _____ 19____.

[To be signed in accordance with Rule 35, pars. 1 and 2.]

[NOTE.—This form to be adapted to the circumstances of the case and the matter decided.]

(iii) *Where death resulted from the injury.*

To the Registrar of the County Court at _____

In the matter of the *Workers' Compensation Act 1915*

and

In the matter of an arbitration between

of [name]
[address]
[description]

Applicant,

and

of [name]
[address]
[description]

Respondents.

[Or, where the matter has been decided by agreement without arbitration.]

In the matter of an agreement between

of [name]
[address]
[description]

and

of [name]
[address]
[description]

Be it remembered, that on the _____ day of _____ 19____ personal injury was caused at [state place of accident] to _____ late of _____ deceased by accident arising out of and in the course of his employment, and that on the _____ day of _____ 19____ the said _____ died as the result of such injury.

And that on the _____ day of _____ 19____ the following agreement was come to by and between _____ the dependants of the said _____ within the meaning of the above-mentioned Act, and the said _____ that is to say:

FORM 25—continued.

[Or, And that on the day of 19 the following award was made and given by me, the undersigned a Judge of County Courts Police Magistrate being the arbitrator herein, that is to say:]

[Here set out copy of agreement or award.]

[If a medical referee has been appointed to report, add:]

A copy of the report of Mr. a medical referee appointed to report in the above-mentioned matter, is hereunto annexed.

[Add, if so, the said Mr. attended the arbitration on the day of 19]

You are hereby requested to record this memorandum, pursuant to paragraph 6 of the Third Schedule to the above-mentioned Act.

Dated this day of 19

[To be signed in accordance with Rule 35, pars. 1 and 2.]

[NOTE.—This form to be adapted to the circumstances of the case and the matter decided.]

(iv) Where Death resulted from Industrial Disease.

To the Registrar of the County Court at

● In the Matter of the *Workers' Compensation Act 1915*.
and

In the matter of an arbitration between
of [name]
[address]
[description] Applicant,
and
of [name]
[address]
[description] Respondents.

[Or, where the matter has been decided by agreement without Arbitration.]

In the matter of an agreement between

of [name]
[address]
[description] and
of [name]
[address]
[description]

Be it remembered, that on the day of 1916
Mr. the certifying medical practitioner under the *Factories and Shops Act 1915* [or the *Workers' Compensation Act 1915*] [or Mr. one of the medical referees appointed by the Governor in Council for the purposes of the *Workers' Compensation Act 1915*] certified that A.B. of was suffering from a disease coming within section 18 of the *Workers' Compensation Act 1915* and was thereby disabled from earning full wages at the work at which he was employed; and on the day of 1916 the said A.B. died, his death being caused by the said disease;

[Or That on the day of 1916 A.B. late of died, his death being caused by a disease coming within section 18 of the *Workers' Compensation Act 1915*.]

FORM 25—continued.

And that the dependants of the said A. B. alleged that the above-mentioned disease was due to the nature of the employment of the said A. B. in *[describe employment]* and that he was last employed in such employment within the twelve months previous to his disablement or suspension *[or if the worker died without having obtained a certificate of disablement, or was not at the time of his death in receipt of a weekly payment on account of disablement, within the twelve months previous to his death]* by C. D. & Co. Limited of

And that on the day of 19, the following agreement was come to by and between, the dependants of the said within the meaning of the above-mentioned Act and the said, that is to say:

[Or, And that on the day of 19, the following award was made and given by me, the undersigned Judge of County Courts that is to say:]
 a Police Magistrate

[Here set out copy of agreement, or award].

[If a medical referee has been appointed to report, add:]

A copy of the report of Mr. a medical referee appointed to report in the above-mentioned matter, is hereunto annexed.

[Add, if so, The said Mr. attended the arbitration on the day of 19]

You are hereby requested to record this memorandum, pursuant to paragraph 6 of the Third Schedule to the above-mentioned Act.

[To be signed in accordance with Rule 35, pars. 1 and 2.]

Dated this day of 19

[Note.—This form to be adapted to the circumstances of the case and the matter decided.]

FORM 26.

Information to be supplied where a Memorandum of an Agreement as to the redemption of a weekly payment by a lump sum, or as to the amount of compensation payable to a person under any legal disability, or to dependants, is presented for registration. Schedule 111. Paragraph 6: Rules 33 (3) and 41 (1).

A. In case of agreement with injured worker.

[Heading as in Memorandum.]

(a) A. B. named in the memorandum of agreement presented for registration in this matter was at the date of the accident *[or disablement]* years of age.

(b) He was employed as, and his average weekly earnings computed in accordance with the above-mentioned Act were

(c) He was injured by, and the nature of his injury was as follows:—

(d) He was totally incapacitated for work for a period of, but recovered and was fit to resume his ordinary work on the day of 19;

[or He was and is at present totally incapacitated for work, but is expected to recover and to be fit to resume his ordinary work in about];

[or He was totally incapacitated for work for a period of, and is now partially incapacitated, but such partial incapacity is not likely to be permanent, and he is expected to recover and to be fit to resume his ordinary work in about];

[or He was and is totally incapacitated for work and such incapacity is likely to be permanent];

[or He was totally incapacitated for work for a period of and is still partially incapacitated and such partial incapacity is likely to be permanent, but he is able to do light work, and it is estimated that he is able to earn an average weekly amount of in some suitable employment or business];

[or as the case may be].

FORM 26—continued.

(c) The said _____ received the following payments, allowances, or benefits from his employers previous to the date of the agreement, viz. :—

[Here state payments made, and where a weekly payment has been made, the amount of such payment, and the period for which it was paid].

[To be signed in accordance with Rule 35, par. 2.]

Dated this _____ day of _____, 19 .

B. Where death resulted from injury or industrial disease.

[Heading as in Memorandum.]

(a) A.B. _____ named in the memorandum of agreement presented for registration in this matter was at the date of the accident [or disablement or death] _____ years of age.

(b) He was employed as _____ and his earnings in the employment of _____ during the three years next preceding the injury in the said memorandum mentioned [or his average weekly earnings during the period of his employment under _____] were _____

(c) He left the following dependants wholly dependent upon his earnings, and the following dependants partly dependent, viz. :—

[Here state dependants, with their relationship to the deceased, and particulars showing how and to what extent they were dependent.]

[or He left no dependants wholly dependent upon his earnings, but left the following dependants partly dependent, viz. :—

[Here state dependants, with their relationship to the deceased, and particulars showing how and to what extent they were dependent.]

(d) The said _____ received the following payments, allowances, or benefits from his employers after the accident [or disablement], viz. :—

Dated this _____ day of _____, 19 .

[To be signed in accordance with Rule 35, par. 2.]

FORM 27.

Notice of Memorandum having been received.

(a)

[Heading as in Memorandum.]

TAKE NOTICE that a memorandum, copy of which is hereto annexed, has been sent to me for registration.

Such memorandum appears to affect you.

I have therefore to request you to inform me within 7 days from this date whether you admit the genuineness of the memorandum, or whether you dispute it, and if so, in what particulars, or object to its being recorded, and if so, on what grounds.

If you do not inform me in due course that you dispute the genuineness of the memorandum, or object to its being recorded, it may be recorded without further inquiry, and will be enforceable accordingly.

If you dispute its genuineness or object to its being recorded, it will not be recorded, except with your consent in writing, or by order of a Judge of County Courts, or a Police Magistrate.

Dated this _____ day of _____

Registrar of the County
Court at _____

To _____

(c) Here fill in name of place in which proceedings were commenced or to which they have been transferred.

FORM 28.

Notice disputing Memorandum or objecting to its being recorded.

[Not to be printed, but to be used as a Precedent.]

(a) Here fill in name of place in which proceedings were commenced or to which they have been transferred.

[Heading as in Memorandum.]

TAKE NOTICE that the undersigned C.D. & Co. of , &c., dispute the genuineness of the memorandum sent to you for registration in the above-mentioned matter in the following particulars :-

[Here state particulars.]

[Or,

TAKE NOTICE that the undersigned C.D. & Co., of , &c., object to the memorandum sent to you for registration in the above-mentioned matter being recorded, on the following grounds :-

[Here state grounds. See particularly Schedule 3, para. 6, proviso (b)].

Dated this day of

C.D. & Co. Limited,
By

Secretary.

[Or,

Barristers and Solicitors for C.D. & Co. Limited.]

To
The Registrar of the County Court at

FORM 29.

Notice that Memorandum is Disputed, or of Objection to its being recorded.

[Heading as in Memorandum.]

TAKE NOTICE that the genuineness of the memorandum in the above-mentioned matter left [or sent to] me for registration is disputed by of a party affected by such memorandum, in the following particulars :

[here state particulars of dispute]

[or that of a party interested in the memorandum in the above-mentioned matter left with [or sent to] me for registration objects to the same being recorded, on the following grounds:]

[here state grounds]

The memorandum will therefore not be recorded except with the consent in writing of the said , or by order of a Judge of County Court. Police Magistrate.

Dated this day of

Registrar of the County
Court at

To

FORM 30.

Notice of Application for Registration of Memorandum or for Rectification of Register.

[Not to be printed, but to be used as a Precedent.]

(a) Here fill in name of place in which proceedings were commenced or to which they have been transferred.

[Heading as in Memorandum.]

TAKE NOTICE that I intend to apply to the Judge of County Courts at Police Magistrate on the day of at the hour of o'clock in the noon [in case of notice by barrister and solicitor, on behalf of of], for an order for the registration of the memorandum sent to the registrar in the above-mentioned matter [or for an order for the rectification of the memorandum recorded in the above-mentioned matter] by [state particulars of rectification applied for] and for consequential directions, and for costs.

Dated this day

Applicant.

[Or Applicant's Barrister and Solicitor.]

To the Registrar of the County Court at and to and to Messrs. [his [or their] barristers and solicitors].

FORM 31.

Notice to Parties where Registrar refers the Question of Recording a Memorandum of an Agreement to the Judge or Magistrate under Schedule 3, paragraph 6, proviso (d).

(a)

[Heading as in Memorandum.]

(a) Here fill in name of place in which proceedings were commenced or to which they have been transferred.

TAKE NOTICE that I have refused to record the memorandum sent to me in this matter for registration, and have referred the matter to the Judge of County Courts or Police Magistrate pursuant to proviso (d) to paragraph 6 of the Third Schedule to the Act, it appearing to me that the said memorandum ought not to be registered by reason of—

- (a) the inadequacy of the lump sum agreed to be paid in redemption of the weekly payment referred to in the memorandum: or
- (b) the inadequacy of the amount of compensation agreed to be paid to , a person under legal disability; or
- (c) the inadequacy of the amount of compensation agreed to be paid to and dependants: or
- (d) the agreement having been agreed by fraud [or undue influence or improper means]

And further take notice, that by order of the Judge Magistrate you are hereby summoned to attend before him at on the day of at the hour of in the noon or so soon thereafter as the parties can be heard, when the matter will be inquired into.

And that if you do not attend either in person or by your barrister and solicitor on the day and at the hour above-mentioned such order will be made and proceedings taken as the Judge Magistrate may think just and expedient.

Dated this day of

Registrar of the County Court at

To [all parties concerned].

FORM 32.

Application for Removal of Record of Memorandum of Agreement from Register under Schedule 3, paragraph 6, proviso (e).

(a)

[Heading as in Memorandum.]

(a) Here fill in name of place in which proceedings were commenced or to which they have been transferred.

TAKE NOTICE that I intend to apply to the Judge of County Courts at on the day of at the hour of in the noon or so soon thereafter as the parties can be heard for an order for the removal from the register of the record of the memorandum of the agreement in the above-mentioned matter which was recorded on the day of , pursuant to proviso (e) to paragraph 6 of the Third Schedule to the above-mentioned Act, on the ground that the said agreement was obtained by fraud [or undue influence or improper means] and for consequential directions, and for costs.

Dated this day of

Applicant.

[Or Applicant's Barrister and Solicitor.]

To the Registrar of the County Court at and to Messrs. and his [or their] Barrister and Solicitor.

FORM 33.

Notice to Parties where Judge or Magistrate directs Inquiry as to Removal of Record of Memorandum of Agreement from Register under Schedule 3, paragraph 6, proviso (e).

(a) Here fill in name of place in which proceedings were commenced or to which they have been transferred.

[Heading as in Memorandum.]

WHEREAS it has been made to appear to the Judge of County Courts that an inquiry should be held as to the removal from the register of the record of the memorandum of the agreement in the above-mentioned matter which was recorded on the day of pursuant to proviso (e) to paragraph 6 of the third schedule to the above-mentioned Act, on the ground that the said agreement was obtained by fraud [or undue influence or improper means].

TAKE NOTICE that you are hereby summoned to attend before the Judge Magistrate at on the day of at the hour of in the noon or so soon thereafter as the parties can be heard, when the matter will be inquired into by him.

AND that if you do not attend either in person or by your barrister and solicitor on the day and at the hour above-mentioned such order will be made and proceedings taken as the Judge Magistrate may think just and expedient.

Dated this day of

Registrar of the County Court at

To [all parties concerned].

FORM 34.

Form of Certificate under Section 12, Sub-section (2).

In the County Court at

No. of plaint.

Between

A.B. of [address] [description]

Plaintiff

and

C.D. & Co. Limited of [address] [description]

Defendants.

And in the matter of the Workers' Compensation Act 1915.

I hereby certify that on the day of the above-named plaintiff commenced the above-named action against the above-named defendants claiming

[here state claim of plaintiff in action].

And that on the trial of the said action on the day of it was determined that the injury in respect of which the plaintiff claimed damages in the said action was one for which the defendants were not liable in the said action, but that such defendants would have been liable to pay compensation in respect of such injury under the above-mentioned Act:

And that thereupon the said action was dismissed, but the court on the request of the plaintiff proceeded to assess the compensation which the defendants would have been liable to pay under the said Act.

And that the court assessed such compensation at the sum of £ and directed [here state directions given as to payment of compensation and directions if any given, as to costs, and as to the deduction from the compensation of any costs which in the judgment of the court were caused by the plaintiff bringing the action instead of proceeding under the Act].

Dated this day of

Registrar.

FORM 35.

Application for Summons of Medical Referee as Assessor.

[Not to be printed, but to be used as a Precedent.]

[Heading as in Request for Arbitration.]

The applicant [or respondent] applies to the Judge Magistrate to summon a medical referee to sit with him as an assessor, on the ground that questions are likely to arise in the arbitration as to the condition of the applicant or his fitness for employment [or as the case may be] and that it is desirable that the Judge Magistrate should have the assistance of a medical referee in the determination of such questions.

Dated this day of
 (Signed) A.B. Applicant.

or
 Barrister and Solicitor for the Applicant
 [or as the case may be].

To the Registrar
 of the County Court at

I consent to a medical referee being summoned to sit with me as an assessor
 Judge.
 Police Magistrate.

FORM 36.

Notice of Refusal to summon Medical Referee as Assessor.

[Heading as in Request for Arbitration.]

I hereby give you notice that the Judge Magistrate in this case has directed me to inform you that your application for a medical referee to be summoned to sit with the Judge Magistrate as an assessor is refused, the Judge Magistrate being of opinion that the summoning of a medical referee is unnecessary.

Dated this day of

Registrar of the County
 Court at

To
 [the applicant for an assessor].

FORM 37.

Summons to Medical Referee to sit as Assessor.

[Title as in Request for Arbitration.]

The day of

Sir,
 You are hereby summoned to attend and sit with the Judge Magistrate herein as an assessor at the court-house situate at on the day at the hour of in the noon.

I am, sir,
 Your obedient servant,

Registrar of the County
 Court at

To
 of
 10938 —6.

FORM 38.

Application for Reference to Medical Referee under Schedule 2, paragraph 14.

[Not to be printed, but to be used as a Precedent.]

(a) Here fill in name of place in which proceedings were commenced or to which they have been transferred.

(a) In the matter of the Workers' Compensation Act 1915. In the matter of a claim for compensation made by A. B. of , against C.D. & Co. Limited, of

[Or, where an arbitration is pending.]

In the matter of an arbitration between A. B.

of [address] [description] Applicant,

And

C.D. & Co. Limited, of [address] [description] Respondents.

[Or, where application is made after weekly payment has been settled.]

In the matter of an agreement [or a decision, or award or certificate] recorded in the County Court at as to the weekly payment payable to A.B., of , by U.D. & Co., Limited, of

Application is hereby made on behalf of the above-named A.B. and C.D. and Co. Limited, for a reference in the above-mentioned matter to a medical referee pursuant to paragraph 14 of the Second Schedule to the above-mentioned Act under the following circumstances :-

1. On the day of , notice was given by [or on behalf of] the above-mentioned A.B. to the above-mentioned C.D. & Co. Limited of personal injury caused to the said A.B. by accident arising out of and in the course of his employment, in respect of which injury the said A.B. claims compensation from the said C.D. & Co. Limited under the said Act.

[Or where arbitration is pending.]

[Or] An arbitration under the said Act is pending between the above-mentioned A.B. and the above-mentioned C.D. & Co. Limited as to the amount of compensation payable to the said A.B. under the said Act in respect of personal injury caused to him by accident arising out of

[Or where weekly payment has been settled.]

1. Under an agreement [or a decision, or award, or certificate] in the above-mentioned matter, recorded in the said court on the day of a weekly payment is payable to the above-mentioned A.B. by the above-mentioned C.D. & Co. Limited as compensation in respect of personal injury caused to the said A.B. by accident arising out of and in course of his employment.

2. The weekly payment claimed by [or payable to] the said A.B. is

3. A question has [or Questions have] arisen between the said A.B. and the said C.D. and Co. Limited as to the condition [or fitness for employment] of the said A.B. [or as to whether [or to what extent] the incapacity of the said A.B. is due to the accident] [or as to the condition or fitness for employment] of the said A.B. and as to whether [or to what extent] the incapacity of the said A.B. is due to the accident, and no agreement can be come to between the said C.D. & Co. Limited and the said A.B. with reference to such question [or questions].

4. The said A.B. has submitted himself for examination by a medical practitioner, provided by the said C.D. & Co. Limited [or has been examined by a medical practitioner selected by himself] [or, if so, the said A.B. has submitted himself for examination by a medical practitioner provided by the said C.D. & Co. Limited, and has also

FORM 38—continued.

been examined by the medical practitioner selected by himself] and a copy of the report of the said practitioner is [or copies of the reports of the said practitioners are] annexed to this application.

The applicants request that an order may be made referring the matter to a medical referee for his certificate as to the condition of the said A.B. and his fitness for employment, specifying if necessary the kind of employment for which he is fit [or for his certificate whether [or to what extent] the incapacity of the said A.B. is due to the accident] [or for his certificate as to the condition of the said A.B. and his fitness for employment, specifying if necessary the kind of employment for which he is fit, and as to whether [or to what extent] the incapacity of the said A.B. is due to the accident.

Dated this day of

(Signed) Applicant.

[Or Applicant's Barrister and Solicitor.]

C.D. & Co. Limited,

By Secretary.

[Or Barristers and Solicitors for C.D. & Co. Limited.]

To the Registrar of the County Court at

FORM 39.

Order of Reference, Schedule 2, paragraph 14.

(a)

[Heading as in Application.]

(a) Here fill in name of place in which proceedings were commenced or to which they have been transferred

On the application of A.B. of and C.D. & Co. Limited of (a copy of which is hereto annexed) I hereby appoint Mr. of one of the medical referees appointed by the Governor in Council for the purposes of the Workers' Compensation Act 1915 to examine the said [name of worker] and to give his certificate as to the condition of the said and his fitness for employment, specifying if necessary the kind of employment for which he is fit [or his certificate whether [or to what extent] the incapacity of the said is due to the accident] [or his certificate as to the condition of the said and his fitness for employment, specifying if necessary the kind of employment for which he is fit, and as to whether [or to what extent] the incapacity of the said is due to the accident].

Copies of the reports of the medical practitioners by whom the said has been examined are hereto annexed.

The said , who is now at , has been directed to submit himself for examination by the referee.

I am satisfied that the said is in a fit condition to travel for the purpose of being examined, and he has been directed to attend on the referee for examination at such time and place as may be fixed by the referee. [or the said does not appear to be in a fit condition to travel for the purpose of being examined.]

The referee is requested to forward his certificate to the Registrar of the County Court at on or before the day of

Dated this day of

Registrar of the County Court at

FORM 40.

Order on Injured Worker to submit himself for examination by Medical Referee.

(a) Here fill in name of place in which proceedings were commenced or to which they have been transferred.

(a)

[Heading as in Application.]

To A.B. of [address and description] TAKE NOTICE that I have appointed Mr. of one of the medical referees appointed by the Governor in Council for the purposes of the Workers' Compensation Act 1915 to examine you in accordance with the application in the above-mentioned matter for a reference to a medical referee.

You are hereby required to submit yourself for examination by the referee [add where worker is in a fit condition to travel, and to attend for that purpose at such time and place as may be fixed by him].

If you refuse to submit yourself for such examination or in any way obstruct the same your right to compensation and to take or prosecute any proceeding in relation to compensation (or your right to any weekly payment) shall be suspended until such examination has taken place.

Dated this day of

Registrar of the County Court at

FORM 41.

Notice to Parties of Certificate of Medical Referee.

(a) Here fill in name of place in which proceedings were commenced or to which they have been transferred.

(a)

[Heading as in Application.]

TAKE NOTICE that I have received the certificate of the medical referee appointed in this matter, and that you may inspect the same during office hours at my office situate at and may on request, and at your own cost, be furnished with or take a copy thereof.

Dated this day of

Registrar of the County Court at

To and

FORM 42.

Notice of Application for Suspension of Right to Compensation or to take or prosecute Proceedings in Relation to Compensation, or of Right to Weekly Payments, under Schedule 2, paragraph 4, paragraph 13, or paragraph 14 and Rule 48.

[Not to be Printed, but to be used as a Precedent.]

(a) Here fill in name of place in which proceedings were commenced or to which they have been transferred.

(a)

In the matter of the Workers' Compensation Act 1915.

In the matter of a claim for compensation made by A.B. of against C.D. & Co. Limited,

of [or where an arbitration is pending].

In the matter of an arbitration between

A.B. of [address] [description] Applicant

and

C.D. & Co. Limited, of [address] [description] Respondents.

[or, where application is made after weekly payment has been settled].

FORM 42—continued.

In the matter of an agreement [or a decision or an award or a certificate] recorded in the County Court at _____ as to the weekly payment payable to A.B., _____ of _____ by C.D. & Co. Limited, _____ of _____

TAKE NOTICE that I intend to apply to the Judge at _____ Magistrate at _____ on the _____ day of _____ at the hour of _____ in the _____ noon or so soon thereafter as the parties can be heard (on behalf of Messrs. C.D. & Co. Limited, of &c.) for an order suspending your right to compensation in the above-mentioned matter and to take or prosecute any proceedings under the above-mentioned Act in relation to compensation [or suspending your right to weekly payments in the above-mentioned matter] on the ground that you refuse to submit yourself to medical examination as required by me [or by the said C.D. & Co. Limited] in accordance with paragraph 4 [or paragraph 14, of the Second Schedule to the Act] [or that you obstruct the medical examination required by me [or by the said C.D. & Co. Limited] in accordance with paragraph 14 [or paragraph 13] of the Second Schedule to the Act [or on the ground that you refuse to submit yourself for examination by a medical referee as ordered under paragraph 14 of the Second Schedule to the Act [or that you obstruct the examination by a medical referee ordered under paragraph 14 of the Second Schedule to the Act] and for consequential directions, and for costs.

Dated this _____ day of _____

To A.B., of _____ (Signed) C.D. & Co. Limited,
and to Messrs. _____ by _____ Secretary,
his Barristers and Solicitors. [Or
Barristers and Solicitors for C.D. & Co. Limited.

FORM 43.

Præcipe for Payment into Court under Schedule 2, paragraph 5.

[Not to be printed, but to be used as a Precedent.]

In the County Court at _____

In the matter of the *Workers' Compensation Act 1915*
and _____

In the matter of an arbitration between
A.B., of &c., _____ Applicant,
and _____
C.D. & Co. Limited, _____ Respondents.
of &c., _____

[or
In the matter of an agreement between
A.B., of &c., _____
and _____
C.D. & Co. Limited, _____
of &c.]

[or
In the matter of a Certificate given in an action in [state court]
between
A.B., of &c., _____ Plaintiff,
and _____
C.D. & Co. Limited, _____ Defendants]
of &c., _____
[or as the case may be].

TAKE NOTICE that C.D. & Co. Limited _____ of _____ [or Messrs. _____
barristers and solicitors for C.D. & Co. Limited _____ of _____
], do pay into court _____ [when paid by Barristers
and Solicitors add at the request and by the authority of the said C.D. & Co.

FORM 43—continued.

Limited], the sum of [state sum in letters] being the sum awarded [or agreed or directed] to be paid by the said C. D. & Co. Limited as compensation in the above-mentioned matter.

Dated this day of

(Signed) C. D. & Co. Limited
by
Secretary.

[Or

Barristers and Solicitors for C. D. & Co. Limited.]

To the Registrar.

Received the above-mentioned sum of

Registrar.
[Date].

FORM 44.

Præcipe for Payment into Court under Schedule 2, paragraph 5 and Rule 51, where there is no dispute as to the liability to pay Compensation, but the amount payable has not been ascertained or decided by Arbitration or Agreement.

In the County Court at

No. of matter

In the matter of the *Workers' Compensation Act 1915*

and

In the matter of an injury by accident to A.B.

late

of , which resulted in the death of the said A.B.

TAKE NOTICE—

1. That on the day of personal injury by accident arising out of and in the course of his employment was caused at [state place of accident] to A.B. late of deceased, a worker employed by [or by , a contractor with for the execution of work undertaken by them] and on the day of the death of the said A.B. resulted from the injury.

[Or, in case of industrial disease.]

TAKE NOTICE—

1. That on the day of Mr. the certifying medical practitioner under the *Factories and Shops Act 1915* [or *Workers' Compensation Act 1915*] [or Mr. one of the medical referees appointed by the Governor-in-Council for the purposes of the *Workers' Compensation Act 1915*] certified that A.B. of was suffering from a disease coming within section 18 of the *Workers' Compensation Act 1915*, and was thereby disabled from earning full wages at the work at which he was employed; and on the day of the said A.B. died, his death being caused by the said disease.

[Or, That on the day of A.B. late of died, his death being caused by disease coming within section 18 of the *Workers' Compensation Act 1915* :

And that the dependants of the said A.B. allege that the above-mentioned disease was due to the nature of the employment of the said A.B. in [describe employment] and that he was last employed in such employment within the twelve months previous to his disablement or suspension [or, if the worker died without having obtained a certificate of disablement, or was not at the time of his death in receipt of a weekly payment on account of disablement, within the twelve months previous to his death] by C. D. & Co. Limited of]

2. There is no dispute as to the liability of the said to pay compensation under the above-mentioned Act to the dependants of the said A.B. in respect of the injury caused to them by the death of the said A.B. but the amount payable as compensation has not been ascertained or decided either by arbitration or agreement.

FORM 44—continued.

3. The said _____ of _____ [or Messrs. _____] barristers and solicitors for the said _____ of _____ [do therefore pay into court *(when paid by barristers and solicitors, add at the request of the said* _____ *]* the sum of _____ [state sum in letters] being the amount admitted by the said _____ to be payable by them as compensation in the above-mentioned matter.

4. (a) The said A.B. _____ was at the date of the accident [or disablement, or death] _____ years of age.

(b) He was employed as _____ and his earnings in the employment of the said _____ during the three years next preceding the injury [or disablement or death] [or his average weekly earnings during the period of his employment under the said _____] were _____

5. To the best of the knowledge and belief of the said _____ the persons interested in the said sum as dependants of the said A.B. are _____

[state dependants, with their ages and relationship to deceased worker, and places of residence, as far as known.]

5. The amount admitted by the said _____ to be payable as compensation has been arrived at as follows, viz. :—

Dated this _____ day of _____

(Signed) _____

[or _____

Barristers and Solicitors for _____]

To the Registrar.

Received the above-mentioned sum of _____, subject to inquiry as to adequacy.

Registrar.

[Date]

FORM 45.

Notice to parties where Registrar refers the question of adequacy of amount paid into court under Rule 51 to the Judge or Magistrate.

In the County Court at _____

[Heading as in Præcipe for Payment into Court.]

TAKE NOTICE that I have referred the question of the adequacy of the amount paid into court in this matter to the _____ Judge Magistrate.

AND FURTHER TAKE NOTICE that by order of the _____ Judge Magistrate you are hereby summoned to attend before the _____ Judge Magistrate at _____ on _____ the _____ day of _____, at the hour of _____ in the _____ noon, or so soon thereafter as the parties can be heard, when the matter will be inquired into by the _____ Judge Magistrate; And that if you do not attend either in person or by your barrister and solicitor on the day and at the hour above mentioned such order will be made and proceedings taken as the _____ Judge Magistrate may think just and expedient.

Dated this _____ day of _____

Registrar.

To [the employer and the persons appearing by the præcipe to be interested in the amount paid in].

FORM 46.

Notice by Registrar of Payment into Court under Schedule 2. paragraph 5.

(i)

(i) *Where amount payable has been ascertained or decided and payment into Court is made under Rule 50.*

In the County Court at

[Heading as in Præcipe for Payment into Court.]

TAKE NOTICE that the sum of _____ has been paid into court as compensation in the above-mentioned matter.

Any person interested in the said sum may apply to the court for an order for the investment and application of the said sum for the benefit of the persons entitled thereto in accordance with paragraph 5 of the Second Schedule to the *Workers' Compensation Act 1915*, and the Rules of Court made under the said Act.

Dated this _____ day of _____

Registrar.

To

Hours of attendance, &c. _____

(ii)

(ii) *Where amount payable has not been ascertained or decided and payment into Court is made under Rule 51.*

In the County Court at

[Heading as in Præcipe for Payment into Court.]

TAKE NOTICE, that the sum of £ _____ has been paid into Court as compensation in the above-mentioned matter.

If any question arises as to the adequacy of the amount paid into any court, such question, and all questions as to who are dependants, and the amount payable to each dependant must be settled by arbitration in accordance with the above-mentioned Act and the Rules of Court made under the said Act.

If no question arises as to the adequacy of the amount paid into court, any person interested in the said sum may apply to the court for an order for the investment and application of the said sum for the benefit of the persons entitled thereto in accordance with paragraph 5 of the Second Schedule to the *Workers' Compensation Act 1915*, and the Rules of Courts made under the said Act.

Dated this _____ day of _____

Registrar.

To

Hours of attendance, &c. _____

FORM 47.

Application for Investment or Application of Money paid into Court under Schedule 2, paragraph 5.

[Not to be printed, but to be used as a Precedent.]

(1) *Application for Investment and Application of the Sum Paid into Court*

In the County Court at

[Heading as in Præcipe for Payment into Court.]

TAKE NOTICE that I [*name and address of applicant*] intend to apply to the judge at _____ on the _____ day of _____, at the hour of _____ in the _____ noon or so soon thereafter as the parties can be heard, on behalf of myself and of _____ [*specify the persons on whose behalf the application is made*] as dependants of the above-named A.B. _____ for an order for the investment and application of the sum paid into court in the above mentioned matter, and for the allotment of the same between the dependants of the said A.B.

To the best of my knowledge and belief the persons interested in the said sum as dependants of the said A.B. _____ are _____

[State dependants, with their ages and relationship to deceased worker, and places of residence.]

FORM 47—continued.

I intend to apply for an order for the investment and application of the said sum, and for the allotment of the same between the dependants of the said A.B. as follows, viz.:-

[State how applicant wishes the sum to be dealt with]

or in such other manner as the Judge in his discretion thinks fit for the benefit of the persons entitled thereto under the above-mentioned Act, and for consequential directions.

Dated this day of (Signed) .

To the Registrar and [to any other parties interested where the application is made on behalf of some only of the parties interested].

2. Application for Investment and Application of the Amount allotted to any person.

In the County Court at

[Heading as in Præcipe for Payment into Court.]

TAKE NOTICE that I [name and address of applicant] intend to apply to the judge at on the day of at the hour of in the noon or so soon thereafter as the parties can be heard, on behalf of myself [or of] for an order for the investment and application of the sum paid into court in the above-mentioned matter and allotted to me [or to the said]

I intend to apply for an order for the investment and application of the said sum as follows, viz.:-

[State how applicant wishes the sum to be dealt with]

or in such other manner as the Judge in his discretion thinks fit for my benefit or for the benefit of the said] and for consequential directions.

Dated this day of (Signed)

To the Registrar.

FORM 48.

Præcipe for Payment into Court under Schedule 2, paragraph (5) and Rule 52 where Liability to pay Compensation is denied, but the Employer is willing to pay a sum in settlement.

In the County Court at

In the matter of the *Workers' Compensation Act 1915* and

In the matter of a claim for compensation made by the dependants of A.B. late of deceased, against C.D. of .

TAKE NOTICE—

1. That a claim has been made under the above-mentioned Act by [or on behalf of] the dependants of A.B. late of deceased, against C.D. of for compensation in respect of the injury caused to such dependants by the death of the said A.B. ; who died on the day of 19

2. The said dependants allege that the death of the said A.B. resulted from personal injury by accident arising out of and in the course of his employment caused to the said A.B. on the day of at [state place of accident] while he was employed as a worker by the said C.D. [or by E.F.] a contractor with the said C.D. for the execution of work undertaken by them.

[Or, in case of industrial disease]

2. The said dependants allege that the death of the said A.B. was caused by a disease coming within section 18 of the *Workers' Compensation Act 1915*, and that the above-mentioned disease was due

FORM 48—continued.

to the nature of the employment of the said A.B. in [describe employment], and that he was last employed in such employment within the twelve months previous to his disablement [or, if the worker died without having obtained a certificate of disablement, or was not at the time of his death in receipt of a weekly payment on account of disablement, within the twelve months previous to his death] by the said C.D.]

3. The said C.D. deny their liability to pay compensation under the above-mentioned Act to the dependants of the said A.B. but to avoid litigation are willing to pay the sum of £ in full settlement of all claims to such compensation, and such of the dependants of the said A.B. as are not under disability are willing to accept such sum in settlement.

4. The said C.D. of [or Messrs. barristers and solicitors for the said C.D. of] do therefore pay into court [when paid in by barristers and solicitors add at the request of the said C.D.] the sum of [state sum in letters] being the amount which they are willing to pay in full settlement of all claims to compensation in the above-mentioned matter.

- 5. (a) The said A.B. was at the date of the accident [or disablement or suspension or death] years of age.
- (b) He was employed as , and his earnings in the employment of the said C.D. during the three years next preceding the injury [or disablement or death] [or his average weekly earnings during the period of his employment under the said C.D.] were
- (c) To the best of the knowledge and belief of the said C.D. the persons interested as dependants of the said A.B. are [state dependants, with their ages and relationship to deceased, as far as known].

6. The grounds on which the said C.D. deny their liability to pay compensation are as follows:—

Dated this day of 19
(Signed)

[Or
Barristers and Solicitors for

To the Registrar of the County Court at
Received the above-mentioned sum of subject to inquiry as to adequacy.
Registrar.
[Date.]

FORM 49.

Application for Order for Payment into Court of Weekly Payment payable to person under Disability. Second Schedule, paragraph (7).

[Not to be printed, but to be used as a Precedent.]
(a) [Heading as Award, Memorandum, or Certificate.]

(a) Here fill in name of place in which proceedings were commenced or to which they have been transferred.

TAKE NOTICE that I [name and address of applicant] intend to apply to the judge at on the day of at the hour of noon or so soon thereafter as the parties can be heard, for an order that the weekly payment payable in the above-mentioned matter to a person under legal disability [or to me] be during his [or my] disability paid into court, and for consequential directions.

Dated this day of
(Signed)

To the Registrar of the County Court at and [to the parties interested].

FORM 50.

Application for Variation of Order under Second Schedule, paragraph (9).

[Not to be printed, but to be used as a Precedent.]

[Heading as in Award, Memorandum, or Certificate.]

TAKE NOTICE that I [name and address of applicant] intend to apply to the judge on the day of at the hour of in the noon or so soon thereafter as the parties can be heard, for an order that the order of the court [or the award] made in the above-mentioned matter on the day as to the apportionment of the sum paid as compensation among the dependants of A.B. deceased [or as to manner in which the sum payable to a dependant of A.B. deceased, should be invested, applied, or otherwise dealt with] may be varied by directing [here state variation claimed by applicant] and for consequential directions.

And further take notice that the circumstances in which this application is made are [state particulars].

Dated this day of

(Signed)

Applicant.

To the Registrar of the County Court at and to [all persons interested].

[Or Applicant's Barrister and Solicitor.]

FORM 51.

Application by Worker intending to cease to reside in Victoria for Reference to Medical Referee under Second Schedule, paragraph (17).

[Not to be Printed, but to be used as a Precedent.]

(a)

In the matter of the *Workers' Compensation Act 1915*

and

In the matter of an agreement [or a decision or an award or a certificate] recorded in the County Court at as to the weekly payment payable to A.B. of by C.D. & Co., Limited, of

(a) Here fill in name of place in which proceedings were commenced or to which they have been transferred.

TAKE NOTICE that A.B. of to whom under an agreement [or a decision or an award or a certificate] in the above-mentioned matter recorded in the said court on the day of a weekly payment of is payable by the above-mentioned C.D. & Co. Limited, as compensation for personal injury caused to the said A.B. by accident arising out of and in the course of his employment, intends to cease to reside in Victoria;

And that the said A.B. intends to apply to the Judge of the said court at, on the day of, at the hour of in the noon or so soon thereafter as the parties can be heard, for an order referring to a medical referee the question whether the incapacity of the said A.B., resulting from the injury, is likely to be of a permanent nature.

A report of a medical practitioner, setting out the nature of the incapacity of the said A.B., resulting from the injury, is hereto annexed.

Dated this day of

(Signed)

Applicant.

[Or

Applicant's Barrister and Solicitor.]

To the Registrar of the County Court at and to [the employer].

FORM 52.

Order of Reference. Schedule 2, paragraph (17).

(a) Here fill in name of place in which proceedings were commenced or to which they have been transferred.

(a)

[Heading as in Application Form.]

On the application of , of (a copy of which is hereto annexed), I hereby appoint Mr. , of , one of the medical referees appointed by the Governor in Council for the purposes of the Workers' Compensation Act 1915, to examine the said [name of worker] and to give his certificate as to whether the incapacity of the said [name of worker] resulting from the injury is likely to be of a permanent nature.

A copy [or copies] of the report [or reports] of the medical practitioner [or practitioners] by whom the said has been examined, is [or are] hereto annexed. [Add, if so: Copies of the statements submitted to me by the parties are also hereto annexed].

The said , who is now at , has been directed to submit himself for examination by the referee.

I am satisfied that the said is in a fit condition to travel for the purpose of being examined, and he has been directed to attend on the referee for examination at such time and place as may be fixed by the referee.

[Or, The said does not appear to be in a fit condition to travel for the purpose of being examined.]

The referee is requested to forward his certificate to the Registrar of the County Court at , on or before the day of , specifying therein the nature of the incapacity of the said , resulting from the injury, and whether such incapacity is likely to be of a permanent nature.

Dated this day of

Judge.

Magistrate.

FORM 53.

[To be printed on thick blue foolscap.]

Certificate of Identity.

[To be carefully preserved.]

NOTICE.—This Certificate is no security whatever or a debt.

No. of Certificate.

(a) Here fill in name of place in which proceedings were commenced or to which they have been transferred.

(a)

[Heading as in Award, Memorandum, or Certificate.]

THIS IS TO CERTIFY that A.B. late of [address and description] is entitled to a weekly payment of

from [name and address of employer] as compensation payable to the said A.B. in respect of personal injury caused to him by accident arising out of and in the course of his employment, such weekly payment to continue during the total or partial incapacity of the said A.B. for work; and that the description of the said A.B. and his incapacity for work, as certified by the medical referee appointed in this matter, are as follows:—

Age

Height

Hair

Eyes

Nature of incapacity

[Describe nature of incapacity, as in certificate of medical referee.]

Dated this day of

Registrar of the County Court at

FORM 54.

Notice to be given to Worker intending to cease to reside in Victoria.

[Heading as in Award, Memorandum or Certificate.]

TAKE NOTICE, that if you desire to obtain payment of the weekly payments payable to you under the award [memorandum or certificate] hereto annexed while you are residing out of Victoria, you must at intervals of three months from the date up to which such payments have been made submit yourself to examination by a medical practitioner in the place where you are residing, and produce to him the copy of the certificate of the medical referee and the certificate of identity hereto annexed; and you must obtain from such medical practitioner a certificate in the form hereto annexed that he has examined you, and that your incapacity resulting from the injury specified in the certificate of the medical referee continues; and such certificate must be verified by the medical practitioner by declaration in your presence before some person as hereinafter mentioned.

You must also attend before some such person as hereinafter mentioned, and make a declaration in the form hereto annexed that you are the same person as mentioned in the copy of the certificate of the medical referee and in the certificate of identity hereto annexed, and in the certificate of the medical practitioner by whom you have been examined, producing to such person the copy and certificates above mentioned.

You must then transmit to me, at my office, situate at _____ the certificate of the medical practitioner by whom you have been examined, and your declaration, together with a request for transmission to you of the amount of the weekly payment due to you, specifying the place where and the manner in which the amount is to be transmitted, according to the form hereto annexed, which request must be signed in your own handwriting.

The persons before whom a certificate may be verified or a declaration made are:—

1. Any person having authority to administer an oath in the place in which you reside.
2. Any British ambassador, envoy, minister, charge d'affaires, or secretary of embassy or legation, exercising his functions in any foreign place in which you reside, or any British consul-general, consul, vice-consul, acting-consul, pro-consul, or consular agent exercising his functions in any foreign place in which you reside. In the event of your death while residing out of Victoria, your representatives must, in order to obtain payment of the arrears due to you, transmit to me at my office, situate at _____ a certificate of your death, and documents showing that they are entitled to such arrears, verified by declaration before a person having authority to administer an oath, with a request for transmission to them of the amount of such arrears, specifying the place where and the manner in which such amount is to be transmitted to them.

The expression "your representatives" means—

- (a) if you leave a will, the executors of such will; or
- (b) if you die intestate, the persons who are according to law entitled to your personal estate; and payment of the arrears may be made to such persons without the production of letters of administration.

Dated this _____ day of _____

Registrar of the County Court at _____

To A.B. _____
of [address and description].

FORM 55.

Form of Medical Certificate to be obtained by Worker residing out of Victoria.

[Heading as in Award, Memorandum, or Certificate.]

I [name, address, and medical qualification of medical practitioner] hereby certify that I have this day examined A.B. _____ of _____ whom I conscientiously believe to be the same person as A.B. _____ of _____ described in the copy certificate of the medical referee in the above-mentioned matter, dated the _____ day of _____ and in the certificate of identity

FORM 55—continued.

dated the _____ day of _____ produced to me by the said A.B. and that in my opinion the incapacity of the said A.B. resulting from the injury described in the said certificate of the medical referee still continues.

Dated this _____ day of _____

(Signature)

Declared at _____ this _____ day of _____ in the presence of the said A.B., the copy of the certificate of the medical referee and the certificate of identity above-mentioned being at the same time produced.

Before me—

[Signature and description of person before whom the declaration is made.]

FORM 56.

Declaration of Identity by Worker Residing out of Victoria.

[Heading as in Award, Memorandum, or Certificate.]

I, A.B. of _____ hereby declare that I am the same person as A.B. of _____ described in the copy of the certificate of the medical referee in the above-mentioned matter, dated the _____ day of _____ now produced by me, and in the certificate of identity, dated the _____ day of _____ now produced by me, and the same person as A.B. of _____ described in the certificate of _____ declared by the said _____ in my presence on the _____ day of _____ and now produced by me.

(Signed)

A.B.

Declared at _____ this _____ day of _____ the certificates above mentioned being at the same time produced.

Before me—

[Signature and description of person before whom the declaration is made.]

FORM 57.

Request for Transmission of Amount of Weekly Payments by Worker residing out of Victoria.

[Heading as in Award, Memorandum, or Certificate.]

Sir,— I herewith enclose medical certificate and affidavit of identity, and request that the amount of the weekly payments due to me in the above-mentioned matter may be transmitted to me at

[give full address]

[state how transmission to be made, as]

by Post Office Order payable at

[name of Post Office]

[or by bankers' draft on the

[name and address of Bank]

I am, Sir,

Your obedient Servant,

A.B.

[To be signed by the Worker in his own handwriting.]

To the Registrar of the County Court at

[add address of Registrar's office.]

FORM 58.

Notice by Registrar of County Court to Employer of Receipt of Medical Certificate and Declaration of Identity.

[Heading as in Award, Memorandum, or Certificate.]

TAKE NOTICE, that I have received proof of identity and of continuance of incapacity in the above-mentioned matter.

And I have to request you to transmit the sum of _____ being the amount of the weekly payments payable to A.B. _____ under the above-mentioned award [memorandum or certificate] from [the date to which they were last paid] to _____ [13 weeks from that date] to me, to be by me remitted to the said A.B.

Dated this _____ day of _____

Registrar of County Court at _____

To [name and address of employer.]

FORM 59.

Notice of Application for Determination of Amount of Costs under Schedule 3 paragraph (11).

[Not to be printed, but to be used as a Precedent.]

(a)

[Heading as in Award or Memorandum.]

TAKE NOTICE, that I intend to apply to the Judge Magistrate at _____ on _____ the _____ day _____ at the hour of _____ o'clock in the _____ noon or so soon thereafter as the parties can be heard, to determine the amount of costs to be paid to me as barrister and solicitor [or agent] for you A.B. _____ in the above-mentioned matter; and for an order declaring that I am entitled to a lien for such amount on or to deduct such amount from the sum awarded as compensation to you the said A.B. _____ in the above-mentioned matter and for consequential directions.

(a) Here fill in name of place in which proceedings were commenced or to which they have been transferred.

Dated this _____ day of _____

Applicant.

To the Registrar of the County Court at _____ and to _____ A.B. _____ of _____

FORM 60.

Execution on Award or Memorandum or Certificate.

In the County Court at _____

[Heading as in Award, Memorandum, or Certificate.]

WHEREAS on the _____ day of _____ an award was made in the above-mentioned matter by His Honour _____, a Judge of County Courts, the arbitrator, Mr. _____, a Police Magistrate, herein whereby it was ordered [state operative parts of award]—

[Or, Whereas on the _____ day of _____, a memorandum was recorded in this Court of an agreement [or a decision, or an award] come to [or given or made] in the above-mentioned matter, whereby it was agreed [or ordered] [state operative parts of agreement, decision or award]—

[Or, Whereas on the _____ day of _____ a memorandum was recorded in this court of a certificate given by the County Court at _____, to the effect that [state operative parts of certificate]—

And whereas default has been made in payment of the sum of £ _____ payable by the said _____ into court [or to the said A.B. according to the said award [or memorandum or certificate];

FORM 60—continued.

These are therefore to require and order you forthwith to make and levy by distress and sale of the goods and chattels of [name the party against whose goods execution is issued] wheresoever they may be found within the district of this Court (except the wearing apparel and bedding of him or his family), and the tools and implements of his trade, if any, to the value of Ten pounds), the sum stated at the foot of this warrant, being the amount due under the said award [or memorandum or certificate], together with the costs of this execution; and also to seize and take any money or bank notes and any cheques, bills of exchange, promissory notes, bonds, specialties, or securities for money of the said which may there be found, or such part or so much thereof as may be sufficient to satisfy this execution, and the costs of making and executing the same, and to pay what you shall have so levied to the Registrar of this Court, and to make return of what you have done under this warrant immediately upon the execution thereof.

Given under the seal of the Court this day of , 19

By the Court,

Registrar

To the Bailiff of the said Court,

	£	s.	d.
Amount in payment whereof default has been made
Poundage for issuing this warrant
Total amount to be levied (with fees for execution of warrant, as indorsed hereon)

[[See Back.]

FORM 61.

Judgment Summons.

In the County Court at

[[Heading as in Award, Memorandum, or Certificate.]

To of

WHEREAS the said Court did on the day of 191 , order that you should pay to the sum of and the said sum is still wholly due and unpaid :

These are therefore to require you to appear personally before the said Court on the day of , 191 , at o'clock in the noon to be examined by the said Court touching your estate and effects, and as to the property and means you have of paying the said sum together with interest thereon, and [if there have been previous fruitless executions] the costs of previous executions against you, and as to the disposal you have made of your property and the mode in which you incurred the liability; and if you disobey this summons you will be committed to prison.

Given under my hand and the seal of the said Court this day of , 191

Registrar of the said Court.

FORM 62.

Register.

The Workers' Compensation Act 1915.

No. of Matter.	Title.	Date of Proceedings.	Nature.
1	In the matter of arbitration between A. B. of &c. Applicant and C. D. & Co. Limited, of &c. Respondents.	July 11, 1915 ...	Request for arbitration filed, and copy sent to Judge Magistrate.
		July 24, 1915 ...	Copy request sent to Judge Magistrate.
		July 29, 1915 ...	Day for arbitration fixed.
		July 29, 1915 ...	Notice of day fixed sent to applicant, and notice with copy request sent to respondents by registered post.
		Aug. 5, 1915 ...	Respondents' answer filed; copies sent to Judge and applicant Magistrate.
		Aug. 8, 1915 ...	Application by applicant for discovery; order made.
		Aug. 15, 1915 ...	Respondents' affidavit filed.
		Aug. 19, 1915 ...	Five subpoenas issued on application of applicant's barrister and solicitor.
		Aug. 23, 1915 ...	Arbitration held, Mr. appointed as medical referee to report; further hearing adjourned.
		Sept. 5, 1915 ...	Report of medical referee received and forwarded to Judge Magistrate; notice given to the parties.
		Oct. 16, 1915 ...	Further hearing. Award made as follows (enter minute of award).
		Oct. 23, 1915 ...	Costs of applicant taxed at £
		Nov. 5, 1915 ...	£ for costs paid into court by respondents.
		Nov. 11, 1915 ...	£ for costs paid to applicant's barrister and solicitor.
2	In the Matter of an agreement between A. B. of and E. F. & Co. Limited of &c.	Oct. 7, 1915 ...	Memorandum of agreement as to compensation, signed by barrister and solicitor of A. B. left to be recorded.
		Oct. 8, 1915 ...	Notice and copy memorandum sent by post to E. F. & Co. Limited.
		Oct. 10, 1915 ...	Notice sent to A. B.'s barrister and solicitor, that memorandum is disputed, and will not be recorded without consent in writing of E. F. & Co., Limited or order of Judge Magistrate.
		Oct. 15, 1915 ...	Application on behalf of A. B. that memorandum be recorded.
		Oct. 22, 1915 ...	Application heard, and order made that memorandum be recorded with alterations.
		Oct. 24, 1915 ...	Memorandum recorded as follows [set out memorandum].
		Oct. 31, 1915 ...	Costs of A. B. taxed and allowed at £
		Nov. 18, 1915 ...	Execution issued for costs. &c. &c. &c.

NOTE.—Similar entries to be made as to all matters required to be recorded.

Form 63.

Workers' Compensation Act 1915.

APPLICATION FOR CERTIFICATE TO SCHEME.

Full name and address of employer—

Nature of employment—

Situation of works—

This application is made by the undersigned employer—

If the scheme includes other employers and their workers a separate application must be made by each employer and provision for administration, &c., should be made in the scheme.

The total number of workers in the employment is _____ and at a ballot, taken on _____, 19____, of such workers voted in favour of the scheme, an abstract of which—with a notification that any worker objecting to the same was at liberty to communicate his views to the Registrar of the County Court—was posted in a conspicuous position at all the works for a period of at least fourteen days immediately preceding the date of such ballot.

The scheme includes (or does not include) other employers and their workers.

The following is a comparison of the provisions of the scheme with those of the Act:—

	Scale of Compensation.	
	By Act.	By Scheme.
Where death results from the injury—		
(a) If the worker leaves any dependants wholly dependent upon his earnings	(a) £200 to £500, subject to the conditions mentioned in the Act	(a)
(b) If the worker does not leave any such dependants, but leaves any dependants in part dependent upon his earnings	(b) Not exceeding (a)	(b)
(c) If the worker leaves no dependants	(c) Not exceeding £50	(c)
Where total incapacity for work results from the injury—		
(a) All cases other than those under (b)	(a) Not exceeding 50 per cent. of average earnings and not exceeding £1 10s. per week. (Total liability of employer not to exceed £500)	(a)
(b) If the worker is under 21 years of age and his average weekly earnings are less than 20s.	(b) Not exceeding average earnings and not exceeding 10s. per week	(b)
Where worker has obtained from a certifying medical practitioner a certificate to the effect that his age or any physical or mental infirmity or incapacity from which he is suffering is such as to render him specially liable to accident or to render the result of an accident to him specially serious and who has entered into an agreement in writing with his employer as to the maximum amount of compensation to be payable to him under the Act in respect of accidents happening after the date of the agreement—		
(a) Where death results from the injury and the worker leaves any dependants	(a) Not less than £50	

Form 63—continued.

	Scale of Compensation.	
	By Act.	By Scheme.
(b) Where total or partial incapacity for work results from the injury	(b) Not less than a weekly payment during the incapacity after the first week of 5s. or one quarter of his average weekly earnings whichever is the larger and a total liability of £50	(b) ¹
Where partial incapacity for work results from the injury	As for total incapacity, but not exceeding the difference between average earnings before incapacity and average earnings while in receipt of compensation	

The following are the benefits provided by the scheme other than those of the Act:—

The contribution of the employer to the scheme is to be—
The contribution of the workers to the scheme is to be—

The scheme contains provisions enabling a worker to withdraw from the same, but does not contain any obligation upon the workers to join the scheme as a condition of their hiring.

With this application are sent—

- (a) two printed copies of the scheme, each stitched in covers and signed by the applicants;
- (b) an actuarial report on the scheme by Mr. _____;
- (c) a statutory declaration in Form 64 verifying the result of the ballot, &c.;
- (d) a statement showing (1) the views of the general body of the workers as to the scheme, and (2) how such views were ascertained; and

*Sec. 106. (e) The fee of *

prescribed by the Rules.

The views of the employer are as follows:—
The views of the workers are as follows:—

} Workers.

} Employer.

If the employer is a body corporate the seal of the corporation should be affixed and duly witnessed in the space provided for the signature.

Date _____ 19 _____

Form 64.

Workers' Compensation Act 1915.

DECLARATION VERIFYING RESULT OF BALLOT, ETC.

all name of employer—

I, _____, of _____, do solemnly and sincerely declare that a ballot taken on _____ 19 _____, after fourteen days' notice thereof had been given, out of the total number of workers in the employment of _____ voted in favour

This declaration is to be made either by the employer, by the manager of the works, or by some other responsible person.

Form 64—continued.

*Insert "certificate" or "renewal certificate" to (as the case may be).

of the scheme, application for* , which is attached to this declaration, and that on the date of the said ballot the total number of workers in the said employment was

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 of declarant.

Declared before me at , in Victoria aforesaid, this day of 19 .

J.P.

Form 65.

Workers' Compensation Act 1915.

APPLICATION FOR CERTIFICATE TO PARTIAL AMENDMENT OF SCHEME.

Full name and address of employer—

Number of scheme—

Date of certificate to scheme , 19 .

Application for certificate to an amendment of the above scheme is made by the undersigned employer.

With this application are sent—

- (a) a printed copy of the scheme as certified, marked to show where the alterations occur and what they are;
- (b) two printed copies of the amendment each signed by the applicants;
- (c) a statement showing (1) the views of the general body of workers and (2) how such views were ascertained; and
- (d) the fee of £1 prescribed by the Rules.

The views of the general body of workers are as follows :—

Workers.

Employer.

If the employer is a body corporate the seal of the corporation should be affixed and duly witnessed in the space provided for the signature.

Date , 19 .

Form 66.

Workers' Compensation Act 1915.

APPLICATION FOR RENEWAL OF CERTIFICATE TO SCHEME.

Full name and address of employer—

Nature of employment—

Situation of works—

This application is made by the undersigned employer

The total number of workers in the employment is , and the number contracting out under the scheme is

If the scheme includes other employers and their workers a separate application must be made by each employer, and provision for administration, &c., should be made in the scheme.

The scheme includes (or does not include) other employers and their workers. (If any modification of the scheme is now proposed, the following comparative statement should be filled in.)

Form 66—continued.

The following is a comparison of the provisions of the scheme now submitted, with those of the scheme as certified and with those of the Act:—

	Scale of Compensation.		
	By Act.	By Scheme.	
		As Certified.	Proposed Alterations.
Where death results from the injury—			
(a) If the worker leaves any dependants wholly dependent upon his earnings	(a) £200 to £500, subject to the conditions mentioned in the Act	(a)	(a)
(b) If the worker does not leave any such dependants, but leaves any dependants in part dependent upon his earnings	(b) Not exceeding (a) . . .	(b)	(b)
(c) If the worker leaves no dependants	(c) Not exceeding £50 . .	(c)	(c)
Where total incapacity for work results from the injury—			
(a) All cases other than those under (b)	(a) Not exceeding 50 per cent. of average earnings and not exceeding £1 10s. per week. (Total liability of employer not to exceed £500.)		
(b) If the worker is under 21 years of age and his average weekly earnings are less than 20s.	(b) Not exceeding average earnings and not exceeding 10s. per week	(b)	(b)
Where worker has obtained from a certifying medical practitioner a certificate to the effect that his age or any physical or mental infirmity or incapacity from which he is suffering is such as to render him specially liable to accident or to render the result of an accident to him specially serious and who has entered into an agreement in writing with his employer as to the maximum amount of compensation to be payable to him under the Act in respect of accidents happening after the date of the agreement—			
(a) Where death results from the injury and the worker leaves any dependants—	(a) Not less than £50 . .	(a)	(a)
(b) Where total or partial incapacity for work results from the injury—	(b) Not less than a weekly payment during the incapacity after the first week of 5s. or one-quarter of his average weekly earnings whichever is the larger and a total liability of £50	(b)	(b)
Where partial incapacity for work results from the injury	As for total incapacity, but not exceeding the difference between average earnings before incapacity and average earnings while in receipt of compensation		
Benefits other than those of the Act—			
Contributions of employer
Contributions of workmen

Form 66—continued.

With this application are sent—

- (a) two printed copies of the scheme, each stitched in covers and signed by applicants;
- (b) an actuarial report on the working of the scheme during the preceding five years by Mr _____;
- *(c) a statement showing (1) the views of the general body of the workers as to the scheme, and (2) how such views were ascertained; and
- (d) the fee of † _____ prescribed by the Rules.

* The Judge may require a ballot if he thinks fit.
 † See Rule 96.

The views of the employer are as follows :—

The views of the workers are as follows :—

} Workers.

Employer.

If the employer is a body corporate, the seal of the corporation should be affixed and duly witnessed in the space provided for the signature.

Date _____, 19 _____

Form 67.

Workers' Compensation Act 1915.

FORM OF COMPLAINT OF WORKERS.

Scheme No. _____

the Registrar of the County Court at _____

Complaint is hereby made by or on behalf of the workers of (the employer under the above-mentioned scheme) :—

1. That the benefits conferred by the scheme no longer conform to the conditions stated in sub-section (1) of section 13 of the above-mentioned Act in the following respects :—
2. That the provisions of the scheme are being violated in the following respects :—
- or
3. That the scheme is not being fairly administered in the following respects :—
- or
4. That the following reasons exist for revoking the certificate to the scheme :—

We request that a Judge of County Courts inquire into this complaint, and, if satisfied that good cause exists for it—unless the cause of complaint be removed—revoke the certificate to the scheme.

The undersigned have been authorized in the following manner to make the complaint on behalf of themselves and the other workers of the said employer :—

} Workers.

Date _____, 19 _____

We, William Edward Johnston, William Henry Moule, and Josiah Stephen Wasley, being three Judges of County Courts of the State of Victoria having made the foregoing rules (to which are appended the forms prescribed therein) for the purpose of carrying into effect the *Workers' Compensation Act 1915* in certain matters affecting County Courts and the Judges and officers thereof, and of police magistrates and certain proceedings in County Courts, or before a Judge thereof or a police magistrate pursuant to section 30 of the said Act do hereby certify the same under our hands and submit them to the Attorney-General.

Melbourne, the 15th day of August, 1916.

W. E. JOHNSTON.
W. H. MOULE.
J. S. WASLEY.

Submitted to me and published by my direction in the *Government Gazette*.

H. S. W. LAWSON,
Attorney-General.

Crown Law Offices,
15th August, 1916.

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VICTORIA GOVERNMENT GAZETTE.

Published by Authority.

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

No. 163.]

TUESDAY, AUGUST 22.

[1916.

REGULATIONS UNDER THE CLOSER SETTLEMENT ACT 1915.

At the Executive Council Chamber, Melbourne, the fourteenth day of August, 1916.

PRESENT :

His Excellency the Governor of Victoria.

Sir A. J. Peacock
Mr. Lawson
Mr. McLeod
Mr. Hutchinson

Mr. Livingston
Mr. Adamson
Mr. Membrey.

WHEREAS by the *Closer Settlement Act 1915*, hereinafter referred to as "the Act," it is provided that the Governor in Council may make regulations for certain stated purposes, including the regulation of meetings and procedure of the Board, and generally for fully carrying out the objects and purposes and guarding against evasions and violations of the said Act: Now therefore, under the power conferred by the said Act, His Excellency the Governor of the State of Victoria, in the Commonwealth of Australia, acting by and with the advice of the Executive Council of the said State, doth hereby make the Regulations following:—

CHAPTER I. *Preliminary.*

1. For the purposes of these Regulations, unless the context be inconsistent therewith, the words "Board," "Estate," "Lease," "Lessee," "Minister," "Regulations," shall have the respective meanings assigned to them in section 3 of the *Closer Settlement Act 1915*, and the word "Secretary" shall mean the person for the time being holding the office or performing the duties of the Secretary of the Lands Purchase and Management Board.

2. In these Regulations and in the Schedules hereto the word "Board" shall, where the case may require, be read and construed as if the words "State Rivers and Water Supply Commission" had been substituted therefor.

CHAPTER II. *Administration.*

1. The Board shall meet at least once in each week at the Board's office, or at such other place as its members may appoint, for the despatch of business, except during the Christmas and Easter holidays.

2. 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.

3. If a quorum be not present within half-an-hour of the time appointed for a Board meeting, any member or the Secretary may adjourn such meeting.

4. 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.

5. The members of the Board shall cause minutes of their proceedings to be kept by the Secretary, and submitted to the Minister after each meeting.

6. At every meeting of the Board the order of business shall be such as the majority, or, in the event of an equality of votes, the Chairman, or presiding member, shall determine.

7. 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.

8. The Secretary shall attend every meeting of the Board, and furnish it with a summary of the several matters requiring attention, shall make proper and correct 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 and returns relating to 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.

9. The Secretary shall arrange and control the work of the officers, arrange for interviews with the Board, have general supervision of inquiries re occupation and sale of closer settlement lands, and carry out the general administration of the Act.

10. The Secretary shall submit to the Minister all letters received by him referring to estates considered to be suitable for closer settlement, 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.

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

12. 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.

13. 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.

14. The Board shall cause the books of account to be audited at intervals of not less than six calendar months.

CHAPTER III.

Irrigable Lands.

1. The *Government Gazette* notice relating to the declaration of land suitable for the purposes of closer settlement under irrigation conditions shall be in the form or to the effect set forth in the First Schedule hereto, and the order in writing transferring the control and administration of any such land to the State Rivers and Water Supply Commission shall be in the form or to the effect set forth in the Second Schedule hereto.

CHAPTER IV.

Acquirement of Land.

1. The provisional agreement between the owner of and the person or persons desiring to acquire any block of private land under the provisions of section 20 of the Act shall be in the form or to the effect prescribed in the Third Schedule hereto, and the provisional agreement between the Board and the purchasers shall be in the form or to the effect prescribed in the Fourth Schedule hereto.

2. In addition to the forms of provisional agreement between the owner of any land and the person or persons desirous of purchasing same, the owner shall supply the particulars required in the Fifth Schedule hereto.

3. Every such provisional agreement shall be accompanied by a fee of Four pounds towards the cost of valuation by valuers appointed by the Board, and in the event of a valuation being obtained such fee shall not be refunded.

4. In the case of one person entering into an agreement with an owner such person, upon the execution of the provisional agreement with the Board, shall lodge a deposit of an amount not exceeding four instalments of the purchase money as may be demanded by the Board.

5. The reports supplied by the valuers regarding the suitability of land for closer settlement shall be the property of the Board and shall be in the form prescribed in the Sixth Schedule hereto, together with such additional information and plans as may be required by the Board.

CHAPTER V.

Closer Settlement Inquiry Boards and Appeals.

1. For the purposes of the Act there shall be Closer Settlement Inquiry Boards, and every such Board shall consist of such person or persons as the Lands Purchase and Management Board shall from time to time appoint.

2. Every Closer Settlement Inquiry Board shall investigate publicly all applications for allotments that are remitted to it for consideration, take evidence from any lessee who is called upon to show cause against the forfeiture of his lease, and investigate all other matters referred to it by the Lands Purchase and Management Board.

3. The Chairman of every such Inquiry Board shall on commencing each day's business, publicly read in a distinct and audible voice section 138 of the Act, and may, when obtaining evidence from any person, require that such evidence be given on oath or in the form of a statutory declaration as prescribed in these Regulations.

4. Where there are two or more applications for the same allotment, the Inquiry Board shall, unless for special reasons to be recorded by it, give preference in its recommendation to any applicant who is landless over one who already owns land or occupies land with a right to acquire the fee-simple thereof.

5. Any application for an allotment unapplied for at the date of the expiration of the period, if any, set forth in the proclamation in the *Government Gazette* making such allotment available, may be dealt with by any officer authorized by the Lands Purchase and Management Board immediately such application is lodged, and such officer shall for the purposes of these Regulations be regarded as an Inquiry Board.

6. Within five days after the sitting of any Inquiry Board it shall send to the Board its report upon all such applications and matters, together with its recommendations thereon.

Appeals.

7. Any applicant for an allotment who may be dissatisfied with the recommendation of an Inquiry Board may appeal to the Lands Purchase and Management Board, provided that the grounds of appeal be set forth in writing and forwarded to the Board not later than seven days after the sitting of the Inquiry Board, with a request that such appeal may be heard. Every appeal shall be accompanied by a cash deposit of Two pounds (£2).

8. If the Board be of opinion that the grounds of appeal are reasonable, it may order the appeal to be set down for hearing, and may notify the recommended applicant and the appellant to appear before it for examination and to produce such further information as it may consider necessary.

CHAPTER VI.

Disposal of Land.—Farm Allotments.

1. Every application for a Farm allotment lease shall be in the form or to the effect set forth in Form I. of the Seventh Schedule hereto, and the declaration in support of such application shall be in the form prescribed in Form IA of the Seventh Schedule hereto. When a guarantee is required by the Board such guarantee shall be in the form prescribed in Form IB of the Seventh Schedule hereto.

2. Every applicant for a Farm allotment lease shall post or deliver to the Secretary to the Board an application in the prescribed form 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 by the applicant himself.

3. Every applicant shall lodge with his application the deposit required for the allotment of the highest value of those applied for, as set out in the notice in the *Government Gazette* declaring the land available, including 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.

4. The Board may appoint one or more officers to act as a Closer Settlement Inquiry Board, and conduct an investigation on behalf of the Board, and such Closer Settlement Inquiry Board shall submit its recommendations to the Board as hereinbefore provided.

5. When the Board has decided to recommend the grant of a lease, the amount deposited by an applicant, less the lease and registration fees set out in clause 3, shall be carried to account in payment of the purchase money, and the balance of the purchase money shall be paid as prescribed in section 85 of the Act. 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.

6. In the event of an application for a lease being granted, and the amount of the deposit lodged being in excess of the amount required, the amount in excess shall be returned, or, if desired, credited to the applicant, and on the refusal of an application, the Board shall return the amount forwarded as the deposit in respect of the purchase money and the lease fee to the unsuccessful applicant or his order, but the registration fee shall in no case be returned.

7. No lease for a Farm allotment 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 £2,500, or, where there is a homestead, £4,000.

8. The permit to enter into immediate occupation of the land indicated therein shall be in the form or to the effect of that contained in the Eighth Schedule hereto.

9. 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 Ninth Schedule hereto.

10. 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 86 of the *Closer Settlement Act 1915* (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 said Act, provided that such improvements shall be deemed to be improvements made by him to the extent only of the amount of purchase money which has been paid thereon. A record shall also be kept of the value of all substantial improvements effected by the lessee subsequent to the date of his

lease, which improvements shall be deemed to be improvements required by the Act, provided that all instalments, if any, due for advances granted under the Act are paid. Nevertheless only the actual value of such of the said improvements as are subsisting at the time when the question is under consideration shall be deemed to be improvements required by the Act.

11. In the event of the forfeiture or surrender of the lease, the provisions of the *Land Act* 1915, 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.

12. The lease for a Farm allotment shall be in the form or to the effect set forth in the Tenth Schedule hereto (Form I.), and shall be subject to such other exceptions, reservations, covenants, and conditions as the Governor in Council may in any particular case direct.

13. The indenture providing for the extension of the lease or for the suspension of instalments and extension of the lease for a Farm allotment shall be in the form or to the effect set forth in the Eleventh Schedule hereto (Forms I. and II. respectively).

Such indenture shall be executed in duplicate. One copy shall be retained and attached to the original lease at the Titles Office, and the remaining copy shall be held by the lessee.

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

15. The certificate to be given by the 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 Twelfth Schedule hereto.

16. Application for the consent of the Board to the transfer or mortgage of a Conditional Purchase Lease shall be in the form or to the effect set forth in the Thirteenth Schedule hereto (Form I.), and the consent of the Board shall be in the form or to the effect of that contained in the Thirteenth Schedule hereto (Forms III. and IV. respectively).

17. Application for the consent of the Board to sublet a Conditional Purchase Lease shall be in the form prescribed in the Thirteenth Schedule hereto (Form II.), and the consent of the Board shall be in the form prescribed in the Thirteenth Schedule hereto (Form III.), and shall be conditional on the sub-lessee complying with the residence condition to the Board's satisfaction.

18. Any holder of a Farm allotment under Conditional Purchase Lease who desires to surrender such lease before the expiration of six years from the date thereof, and to dispose of his interest in the improvements effected by him to a person qualified to hold a lease, shall apply in the form prescribed in the Fourteenth Schedule hereto.

19. The amount to be paid for improvements shall be deposited with the Board, and the Board shall have power to deduct therefrom any amounts due by the lessee for instalments, fines, municipal rates, water rates, and other charges.

Farm Allotments for Agricultural Students.

20. Every application for a Farm allotment, under the provisions of section 122 of the Act, shall be in the ordinary form prescribed, and shall be accompanied by a deposit equal to one instalment of the purchase money of the allotment, together with the sum of One pound five shillings (£1 5s.) for lease and registration fees.

21. An approved applicant who is not under twenty-one nor over twenty-five years of age shall produce evidence that he has attained the standard of competency required by the Act, and has at least three years' practical experience in agriculture.

22. Every applicant who has not obtained a diploma or certificate in agriculture, as defined by section 122 of the Act, shall produce a certificate as set out in the Fifteenth Schedule hereto from the Committee appointed by the Governor in Council. Such Committee shall consist of the persons for the time being holding the offices or performing the duties respectively of the Chairman of the Lands Purchase and Management Board, the Chairman of the State Rivers and Water Supply Commission, the Director of Agriculture, and the Director of Education.

23. In every application as aforesaid, granted by the Board, the recommendation to the Governor in Council shall set forth the period for which instalments of purchase money and interest are to be postponed.

24. The Conditional Purchase Lease issued to applicants under section 122 aforesaid shall be for a period not exceeding thirty-six and a half years, and shall be in the form prescribed in the Tenth Schedule hereto (Form II.), and shall be subject to such other exceptions, reservations, covenants, and conditions as the Governor in Council may in any particular case direct.

25. The deposit paid with any application approved under section 122 aforesaid shall be deducted from

the purchase money of the allotment, and no further amount shall accrue due in respect of the allotment until the period fixed for postponement has expired.

The balance of purchase money and the simple interest thereon at the rate of Four pounds ten shillings per centum per annum covering the period of postponement added thereto (hereinafter called the capital sum), shall be payable by sixty-seven half-yearly instalments, calculated according to the table adopted by the Board. The first instalment of such capital sum shall be paid on a day six months after the date of the expiry of the postponement hereinbefore referred to.

Agricultural Labourers' Allotments.

26. Every application for an Agricultural Labourer's Allotment Lease shall be in the form or to the effect set forth in Form I. of the Seventh Schedule hereto, and every applicant shall make the declaration prescribed in Form IA of the said Schedule.

27. 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 (township land excepted), his interest in which, with the allotment applied for, would exceed in value £350.

28. The lease shall be in the form or to the effect set forth in the Tenth Schedule hereto (Form III.), and shall be subject to such other exceptions, reservations, covenants, and conditions as the Governor in Council may in any particular case direct.

29. The provisions of clauses 1 to 6, and 8 to 11, and 14 to 17 all inclusive of Chapter VI. of these Regulations shall, *mutatis mutandis*, apply to agricultural labourers' allotments.

Allotments for Workmen's Homes.

30. Every application shall be in the form or to the effect set forth in Form II. of the Seventh Schedule hereto, and every applicant shall make the declaration prescribed in Form IIA. of the said Schedule.

When a guarantee is required by the Board for the payment of any instalment accruing due under any lease such guarantee shall be in the form prescribed in Form IB of the Seventh Schedule hereto.

31. No lease shall issue except to a person who is engaged in some form of manual, clerical, or other work for hire or reward, and whose salary is not more than £220 per annum, nor shall a lease issue 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 £350.

32. 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.

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

34. The lease shall be in the form or to the effect set forth in the Tenth Schedule hereto (Form IV.), and shall be subject to such other exceptions, reservations, covenants, and conditions as the Governor in Council may in any particular case direct.

35. The provisions of clauses 2 to 6, and 8 to 11, and 14 to 17 all inclusive of Chapter VI. of these Regulations shall, *mutatis mutandis*, apply to allotments disposed of for workmen's homes.

CHAPTER VII.

Advances to Settlers.

1. Each application for an advance shall be made in the form applicable as set forth in the Seventh Schedule hereto or the Sixteenth Schedule hereto, and every applicant shall make the declaration prescribed therein setting forth the nature of the improvements effected or to be effected on the security of which an advance is sought.

2. Each applicant for an advance who holds a lease for a Closer Settlement Allotment with a currency of less than six years shall sign the form of charge prescribed in the Seventeenth Schedule hereto, which charge shall be indorsed on the applicant's lease, and shall set forth the amount so advanced. When the currency of the lease exceeds six years a mortgage shall be given as hereinafter prescribed.

3. The amount of such advance, together with interest thereon at the rate of 5 per cent. per annum, shall be paid by the lessee by equal instalments, extending over such period, being not more than twenty years, as the Board may in each case determine.

4. Such instalments, computed in the manner (having regard to the different rate of interest and term of loan) prescribed by section 95 of the *State Savings Bank Act 1915*, shall be payable in the manner and on the dates herebefore appointed by the Board for the payment thereof: 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.

5. No advance shall be made unless and until the applicant has signed the form of charge, mortgage, lien on improvements, lien on crop, or other security required under the provisions of section 102 of the Act, or without the written certificate of an officer appointed in that behalf by the Board, specifying the total value of the work done by the applicant, 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 officer's satisfaction.

6. A preferable lien on crops to be given by the lessee or licensee, if required by the Board when the instalments, either of purchase money or advances, are in arrear, shall be in the form of the Ninth Schedule of the *Instruments Act 1915*, with the modifications in the form as prescribed in the Eighteenth Schedule hereto.

7. The request for 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 Nineteenth Schedule hereto.

8. The discharge of any charge on land which has been registered at the Office of Titles in connexion with any advance granted by the Board may be in the form or to the effect of that contained in the Twentieth Schedule hereto.

9. The mortgage to be given to secure an advance when the land is held under a Conditional Purchase lease with a currency of not less than six years may be in the form or to the effect of that prescribed in the Twenty-first Schedule hereto.

10. The stock mortgage to be given when an advance is made on the security of stock may be in the form to the effect of that prescribed in the Twenty-second Schedule hereto.

11. The discharge of any stock mortgage which has been registered at the Office of Titles may be in the form prescribed in the Twenty-third Schedule hereto.

Advances to Municipalities.

12. The agreement between the Council of any municipality and the Board whereby the Board may advance a sum to carry out any necessary road works or channelling shall be in the form as prescribed in the Twenty-fourth Schedule hereto.

13. The Board shall have power to determine the date by which the works shall be completed, and the manner of repayments of any such advance for any period not exceeding twenty years, as may be mutually agreed upon.

Advances of Wire Netting.

14. Every application for an advance of wire netting shall be in the form prescribed in the regulations under the *Vermin Destruction Act 1915*, after substituting the words "Lands Purchase and Management Board" for the words "Board of Land and Works" and with such other alterations and additions as may be deemed necessary in any case.

CHAPTER VIII.

Insurance.

1. Every lessee of a Closer Settlement Allotment who is in arrear with payment of the instalments due under his lease or has obtained suspension of payments shall insure all insurable improvements situated on the land with the Board, or with an approved insurance company, in the name of himself and the Secretary of the Board up to at least three-fifths of the value of the said improvements, and shall pay the premiums thereon as they fall due. The premium receipts shall be lodged with the Board.

2. When the Board makes an advance for building or other purposes, the lessee shall insure all buildings to their full value with the Board, or with an approved insurance company in the name of the Secretary of the Board, and shall pay the premiums thereon as they fall due.

3. Every lessee or licensee under the Land Acts who obtains an advance under the provisions of section 101 of the *Closer Settlement Act 1915* shall take out a policy of insurance either with the Board or with an approved company in the name of himself and the Secretary of the Board, and 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.

4. If such lessee or licensee 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 such lessee or licensee, to effect such insurance in such sum as aforesaid, or in any other sum, or to pay such premium as the Board may determine.

5. In the event of the buildings so insured, or any of them, being destroyed or damaged by fire, all moneys payable under the insurance shall be dealt with by the Board, which, 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 of the advance (a duly proportionate rebate of interest being made in the case of instalments not then due).

6. 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 or licensee in the same manner as purchase money.

7. As long as any instalment of an advance made in respect of a dwelling-house remains unpaid, the provisions of clauses 4 to 6 inclusive of this Chapter shall apply.

CHAPTER IX.

Crown Grants.

1. Crown grants under the provisions of section 93 of the *Closer Settlement Act 1915* shall be in the form prescribed in the Twenty-fifth Schedule hereto, and shall be subject to such other exceptions, reservations, covenants, and conditions as the Governor in Council may in any particular case direct.

2. Crown grants under the provisions of section 111 of the *Closer Settlement Act 1915* shall be in the form prescribed in the Twenty-sixth Schedule hereto, and shall be subject to such other exceptions, reservations, covenants, and conditions as the Governor in Council may in any particular case direct.

3. Crown grants of land sold subject to the provisions of section 113 of the *Closer Settlement Act 1915* shall be in the form prescribed in the Twenty-seventh Schedule hereto, and shall be subject to such other reservations, covenants, and conditions as the Governor in Council may in any particular case direct.

CHAPTER X.

Fees.

The following fees shall be payable under the Regulations under the *Closer Settlement Act 1915*:-

	£	s.	d.
For registration of an application for a Conditional Purchase Lease	0	5	0
For a Conditional Purchase Lease	1	0	0
For the consent of the Board to transfer, mortgage, or sublet a Conditional Purchase Lease of a Farm Allotment	1	0	0
For the consent of the Board to transfer, mortgage, or sublet a Conditional Purchase Lease of a Workman's Home allotment or a Conditional Purchase lease of an Agricultural Labourer's allotment	0	10	0
For registration of transfer of interest of land sold by auction or public competition	0	10	0
For registration of an order to obtain Crown grant	0	10	0
For authority to issue a Treasurer's receipt	1	0	0
For preparation of a Crown grant of land not exceeding in extent 50 acres	1	1	0
For preparation of a Crown grant where the purchase money does not exceed (£5) Five pounds	0	10	6
For preparation of a Crown grant of land exceeding 50 acres but not exceeding 300 acres in extent	1	6	0
For preparation of a Crown grant of land exceeding in extent 300 acres	1	11	6
For certificate of search in connexion with release of mortgage before issue of Treasurer's receipt	0	10	0
For valuation of lands applied for under section 20 of the Act	4	0	0
For architect's supervision of erection of buildings on which advances are granted, 2½ per cent. of the total contract price.			
For valuations made in connexion with applications under section 101 of the Act:-			
On advances up to £100	0	10	0
On advances of £100 and over, 1 per cent. of the advance. Maximum fee	2	2	0

FIRST SCHEDULE.

Section 10, *Closer Settlement Act 1915.*

DECLARATION OF SUITABILITY OF LAND FOR IRRIGATION.
PURSUANT to the provisions of the *Closer Settlement Act 1915*, we, Commissioner of Crown Lands and Survey in and for the State of Victoria, the responsible Minister for the time being administering the *Closer Settlement Act 1915*, and the State Rivers and Water Supply Commission, do hereby declare that in our opinion the lands specified in the Schedule hereto are suitable for closer settlement under irrigation conditions, and that the said lands are situate within an Irrigation and Water Supply District within the meaning of the *Water Act 1915*.

Dated at Melbourne this _____ day of _____, 191_____

Commissioner of Crown Lands and Survey.

The common seal of the State Rivers and Water Supply Commission was hereunto affixed this _____ day of _____, 191_____, in the presence of—

(SEAL) _____ Chairman.
_____ Commissioner.
_____ Commissioner.

SCHEDULE ABOVE REFERRED TO.

Allotment.	Section.	Parish.

SECOND SCHEDULE.

Section 10, *Closer Settlement Act 1915.*

ORDER TRANSFERRING CONTROL AND ADMINISTRATION OF IRRIGABLE LAND.

In pursuance of the declaration of the State Rivers and Water Supply Commission and myself, dated the _____ day of _____, 191_____, relative to lands acquired for the purpose of *Closer Settlement* before the thirty-first day of December, One thousand nine hundred and twelve, by the Crown or the Lands Purchase and Management Board, and which are suitable for settlement only under irrigation conditions, and which are likely to be situate within an Irrigation and Water Supply District within the meaning of the *Water Act 1915*, I, _____ Commissioner of Crown Lands and Survey in and for the State of Victoria, the responsible Minister administering the *Closer Settlement Act 1915*, do hereby order that the control and administration of the lands specified in the Schedule hereto be transferred to the State Rivers and Water Supply Commission, subject to such limitations and directions as the Minister for the time being administering the Act may hereafter from time to time in writing direct.

Dated at Melbourne this _____ day of _____, 191_____

Commissioner of Crown Lands and Survey.

SCHEDULE ABOVE REFERRED TO.

Allotment.	Section.	Parish.

THIRD SCHEDULE.

Section 20, *Closer Settlement Act 1915.*

AGREEMENT BETWEEN VENDOR AND PURCHASERS.

Memorandum of Agreement made this _____ day of _____, 191_____ between _____ hereinafter called "the Vendor" of the one part and the persons whose names and signatures are set forth in the Schedule hereto hereinafter called "the Purchasers" of the other part. Witnesseth that in consideration of the sum of One pound to

the Vendor paid by the Purchasers the receipt whereof is hereby acknowledged the Vendor hereby places under offer for sale to the Purchasers at the rate of _____ per acre free from all encumbrances the land in the Parishes of _____ being _____ Crown allotment delineated and coloured red on the plan marked "A" annexed hereto such offer to remain open for two months from date hereof. In the event of the Lands Purchase and Management Board ratifying the agreement within the said two months it shall pay the amount of the purchase money on the date when effective possession is given or on such later date as may be mutually agreed upon not being more than _____ months from the date hereof. The vendor further agrees to keep all improvements on the property in effective repair to keep all insurable buildings insured at their fair value in the joint interests of the Vendor and Purchasers and to keep all vermin and noxious weeds destroyed till date when possession is given. The Vendor further agrees to permit the agents surveyors or authorized representatives of the Board to have free access in and over the said land at all reasonable hours during the said two months. In the event of the Board ratifying the agreement the Vendor agrees on payment of the purchase money to execute all documents necessary for vesting the said land in His Majesty the King.

In witness whereof the parties hereto have hereunder set their hands.

Signed by the said Vendor in the presence of—

Usual Signature of Purchasers.	Occupation.	Address.	Witness to Signature.

FOURTH SCHEDULE.

Section 20, *Closer Settlement Act 1915.*

AGREEMENT BETWEEN BOARD AND PURCHASERS.

Memorandum of Agreement made this _____ day of _____, 191_____, between the Lands Purchase and Management Board hereinafter called "the Board" of the first part, and the several persons whose names and signatures are set forth in the Schedule hereunder hereinafter called "the Purchasers" of the second part. Whereas the Purchasers who are all resident in the State of Victoria and desire to acquire the block of private land known as the _____ Estate and delineated and coloured red on the plan marked "A" annexed hereto and who are eligible under the provisions of the *Closer Settlement Act 1915* to purchase from the Board the allotments set forth against their names respectively have entered into a provisional Agreement bearing date the _____ day of _____, 191_____, with the owner of the said land for the purchase thereof, and the Board approves of the terms of such Agreement.

Now these presents witness that under and in pursuance of section 20 of the *Closer Settlement Act 1915* and in consideration of the provisions conditions and agreements hereinafter contained on the part of the Purchasers to be observed performed and fulfilled the Board with the consent of the Governor in Council doth hereby ratify and adopt the said in part recited Agreement.

And these presents further witness that in consideration of the premises the Board and the Purchasers do hereby agree as follows:—

1. The Board will for the purposes of closer settlement and in accordance with said section 20 acquire and take for the Crown the land included in the said in part recited Agreement and will dispose of same under the said Act.
2. The Purchasers shall duly accept the offer for sale contained in the said in part recited Agreement and shall execute all documents necessary for vesting the said land in His Majesty the King.
3. The Purchasers shall separately apply for a lease or leases of the respective portions of the said estate set forth opposite to the name of such purchaser in the Schedule aforesaid and shown approximately on the plan of subdivision of the said estate hereunto annexed marked "B," which plan is subject to such modifications as may be deemed necessary by the Board on survey. Such application shall be regarded as a request that there be allotted to the several applicants or to

such of them as the Board thinks fit the allotments applied for at the price mentioned and set forth for such lot in the said Schedule, or at such other price as the Board shall fix not exceeding the maximum value of such land prescribed by the said Act to be held by any one such purchaser for a term of years as in the said Act provided and subject to the terms and conditions imposed by the said Act and with the proportionate part of the cost of survey and other costs added thereto, as provided by section 78 of the said Act with interest at the rate in the said Act provided payable by half-yearly instalments, and also the fees payable for the lease and registration thereof.

4. Each of the Purchasers agrees to lodge with the Board on the execution hereof an amount equal to of the purchase money of the allotment of land applied for by him or her and hereby agreed to be leased by him or her.

5. In the event of any purchaser not being allotted the whole or any portion of the land applied for by him or her, then the whole or a proportionate part of the amount lodged by him or her with the Board, as the case may be, shall be returned to him or her.

In witness whereof the Board hath hereunto affixed its common seal and the parties hereto of the second part have hereunto set their hands.

Lot.	Value.	Name in full.	Occupation.	Address.	Usual Signature.	Witness to Signature.

FIFTH SCHEDULE.

Section 20, *Closer Settlement Act 1915.*

OWNER'S STATEMENT.

Particulars of land referred to in provisional agreement between and

(1) District, Allotment, Section, Parish, and County. Area :	
(2) Nature of Title (if leasehold state amount to make freehold)	
(3) Price asked per acre ...	
(4) Nature of country, whether hilly, undulating, level, or flat, and the quantity of each	
(5) Nature of soil Condition of roads	
(6) Area cleared and that has been cultivated, and the nature of crop and yield per acre	
(7) What quantity cultivable at present	
(8) Water supply Annual rainfall	
(9) Carrying capacity of whole area in sheep or cattle ...	

FIFTH SCHEDULE—continued.

(10) If dairying land, how many cows can be kept and milked all the year round	
(11) For what purpose the land is best suited	
(12) Timber, kind— (a) Cost to clear same (b) Area ring-barked	
(13) Scrub (kind) and cost of clearing	
(14) Braeken fern (if any) ...	
(15) Buildings and value ...	
(16) Stock now on property ...	
(17) Fencing, nature, chainage, number of paddocks ... Total value of fencing ...	
(18) Distance to— (1) Railway Station (2) Post Office (3) State School (4) Store (5) Creamery	

(19) Shire Valuation, Water Rate (if any)	
(20) Rental obtained or that could be obtained ...	

Remarks :

I hereby certify on my honour that the above particulars are true and correct in every particular.

Owner

Date

SIXTH SCHEDULE.

Section 25, *Closer Settlement Act 1915.*

ACQUISITION OF LAND FOR THE PURPOSE OF CLOSER SETTLEMENT.

Report on Estate, containing acres, situated at , and coloured pink on the accompanying plan. Agent , Owner , Address

1. Distance from nearest important Town or Railway Station, Seaboard, and Metropolis, also carriage facilities.	
2. Description of District— Agricultural or Pastoral, Nature of Industries, Ruling Prices of Land of similar character to that under offer.	

SIXTH SCHEDULE—continued.

3. Description of Estate— Height above sea, Configuration, Soil, Carrying capacity of produce per acre, Climate, Rainfall, Water supply, facilities for obtaining firewood and fencing and building material, suitability for subdivision, expenditure necessary on roads or drains if subdivided, value per acre when subdivided.	
4. Description of Improvements— Clearing, Fencing, Buildings, Water storage, &c., State of repair and present value.	
5. Time present owner has held the Estate, how it has been utilized, if cropped has the land been exhausted?	
6. The demand existing for small farms in the neighbourhood. Suggestions as to area.	
7. The opportunities for outside employment in the neighbourhood.	
8. Average value of property as a whole, including all improvements.	
9. Opinion as to suitability for Closer Settlement purposes and the class of holding for which the property is best adapted.	

Signature of Valuer—

Date—

SEVENTH SCHEDULE.

Closer Settlement Act 1915.

FORM 1.

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 required in respect of the allotment which is greatest in value, including £1 for the preparation of the 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

In proof of my fitness and qualifications to hold the land applied for, I hereby make the following replies to the undermentioned questions, and am prepared to embody same in a statutory declaration at the Special Inquiry Board.

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? Supply statement of assets 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, furnish an application on the form provided.	
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?	

In proof of my fitness and qualifications to hold the land applied for, I hereby make the following replies to the undermentioned questions, and am prepared to embody same in a statutory declaration at the Special Inquiry Board.

Question.	Answer.
1. How old were you last birthday?	
2. Are you married?	
3. What is your trade, business, or occupation, and are you employed thereat; if so, where and by whom; and how long in present place?	
4. How many children have you living with you, and what are their respective ages?	
5. What means do you possess for effecting the necessary improvements; and what is the total value clear of liabilities?	
6. Do you desire the Government to assist you in building or fencing, by an advance of money? If so, you should make application on the form provided.	
7. 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.	
8. What land does your wife (or husband) hold or have an interest in? Give particulars as above.	
9. (a) Is your life insured? (b) Are you a member of a benefit society. If so, give particulars.	
10. What rental are you at present paying; and what is the size of the house and material of which it is built?	
11. Are you prepared to make your home on the allotment within four months?	

SEVENTH SCHEDULE.

FORM IIA.
DECLARATION.

I, _____, of _____, in the State of Victoria, do solemnly and sincerely declare that I am _____ years of age; married; have _____ children dependent; single; have _____ children dependent.

I am at present working at _____ where I have been employed for _____ My wages are _____ per week.

I own _____ land. My wife owns _____ land. My assets, which are not mortgaged in any way, are cash, £ _____; furniture and sundries, £ _____; other assets, £ _____; total, £ _____.

My life is insured in _____ Company for £ _____, payable at _____ years. I am a member of _____ Benefit Society.

My liabilities are £ _____, and I require an advance of £ _____ to enable me to build. I know the condition which states that the lessee must reside on the allotment for a period of not less than eight months in each year, and am aware that this condition will be carried into the Crown grant under the provisions of section 125 of the *Closer Settlement Act 1915*.

I have never been insolvent and have applied for a closer settlement allotment before, and am applying for lots _____ in that order.

I can furnish a guarantee. I am at present paying _____ per week for a roomed _____ house, which I have occupied for _____.

If my application is approved, and an advance towards building is granted to me, I am prepared to comply with the Board's requirements in regard to the erection of house and payment of architect's fees.

I am aware that I must erect at my own expense one-half of the fence between the allotment granted to me and the adjoining allotments, or pay my share of the fencing if it has been erected prior to my being granted the allotment.

I am not an agent or trustee for any other person, and have not entered into any agreement to permit any other person to acquire by purchase or otherwise the land in respect of which this application is made.

I am not already the holder of more than one-eighth of an acre of town or suburban land, nor fifty acres of country land, and my real and personal property does not exceed a total value of £350; and the statements made by me herein are true and correct in every particular.

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of an Act of 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 and _____

Commissioner for taking Affidavits.

EIGHTH SCHEDULE.

Section 76, *Closer Settlement Act 1915*.

NOTIFICATION OF ACCEPTANCE OF APPLICATION FOR CONDITIONAL PURCHASE LEASE AND PERMIT FOR IMMEDIATE OCCUPATION OF ALLOTMENT.

To

of

Estate—
Parish—
Allotment—
Section—
Area—

Take notice that your application for a Conditional Purchase Lease for Farm Workman's Home Agricultural Labourer's allotment, being Lot No. _____ shown on the plan of subdivision of the land referred to in the margin, has been granted, and that a lease will issue to you in due course as and from the _____ day of _____ 19 _____, from which date your tenancy will run.

Pending the execution by you of the lease the Lands Purchase and Management Board hereby grants you permission and authority to enter upon and occupy the allotment referred to.

Under the *Closer Settlement Act 1915* the instalments of purchase money or rent are payable at the end of each half-year. The amount of £ _____ lodged with your application has been credited to the purchase money, and the first instalment of principal and interest on the balance of the purchase money, namely, £ _____, will become due on the _____ day of _____ now next, and a further instalment of a like amount will fall due, and must be paid, half-yearly on the _____ day of _____ and the _____ day of _____ in each succeeding year until the whole purchase money is paid.

The substance of some of the more material covenants and conditions which will be incorporated in the lease to be issued with which it is desirable that you should be acquainted pending its issue, is printed at the back for your information and guidance.

Dated this _____ day of _____ 19 _____
Secretary, Lands Purchase and Management Board.

I, the above-named _____, hereby acknowledge myself a tenant of His Majesty the King (as from and inclusive of the date above indicated when the tenancy is expressed to run) in respect of the allotment above referred to as a tenant under Conditional Purchase Lease, to be issued to me in due course.

Dated the _____ day of _____ 19 _____
Witness—

SUBSTANCE OF MORE MATERIAL COVENANTS AND CONDITIONS OF LEASE.

- (a) To pay instalments half-yearly on appointed days
- (b) To pay rates and taxes.
- (c) To personally reside for not less than eight months during each year.

- (d) Not to transfer, assign, mortgage, sublet, or part with possession of land within _____ years.
- (e) To destroy vermin and noxious weeds.
- *(f) To make substantial and permanent improvements.
- (g) To keep buildings in repair and to insure them in joint names of Secretary of the Lands Purchase and Management Board and of the lessee.
- (h) Not to mine without written consent of Board.
- (i) Not to cut trees without written consent of Board.
- (j) To permit Board to inspect premises.
- (k) Before 1st July in each year to supply Board with statement how land has been utilized during preceding twelve months.
- (l) Lease subject to be voided on breach of its provisions.
- (m) If public purpose so requires land necessary may be resumed.
- (n) Keep open any drains.
- (o) Condition for re-entry on breach of non-observance of provisions.

*NOTE.—Re clause (f) showing time allowed in which to make improvements. (i.) In the case of a Farm Allotment to fence within twelve months, and make improvements equivalent to two instalments of the purchase money before the end of the first year, and to the value of £10 per centum of the purchase money before the end of the third year, and to the value of a further £10 per centum of such purchase money before the end of the sixth year.

(ii.) In the case of a Workman's Home Allotment, to erect a substantial dwelling-house, the value to be at least £50 at the end of the first year, to fence the allotment within twelve months, and within two years effect additional improvements of a value of at least £25. Not more than one residence or place of business to be erected on allotment.

(iii.) In the case of an Agricultural Labourer's Allotment, to erect a substantial dwelling-house, the value to be at least £30 at the end of the first year, and within two years to fence.

NINTH SCHEDULE.

Section 86, Sub-section 3, Clause (a), *Closer Settlement Act 1915.*

APPLICATION FOR CONSENT TO SUBSTITUTED OCCUPATION.
To the Lands Purchase and Management Board.

Estate—
Parish—
Allotment—
Section—
Area—

As the home of my family is situate upon the _____
Farm _____
Workmen's Homes allotment specified in
Agricultural Labourers' _____
the margin, and held by me under Conditional
Purchase lease under the *Closer Settlement*
Act 1915, and as I desire to be absent there-
from 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 _____ 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—

TENTH SCHEDULE.

FORM I.

Section 86, *Closer Settlement Act 1915.*

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

CONDITIONAL PURCHASE LEASE OF FARM ALLOTMENT.

This indenture dated the _____ day of _____ in the year of our Lord One thousand nine hundred and _____ and made between His Excellency _____ Governor in and over the State of Victoria and its Dependencies with the advice of the Executive Council thereof in the name and on behalf of His Most Gracious Majesty _____ of the first part the Lands Purchase and Management Board (hereinafter referred to as the "Board") of the second part and _____ (hereinafter called the "lessee") of the third part: Whereas the lessee under the provisions of the *Closer Settlement Act 1915* has become an applicant for the conditional purchase by half-yearly instalments namely one instalment of

£ _____ s. _____ d. (hereinafter referred to as the deposit), sixty-two instalments of £ _____ s. _____ d. each, and a final instalment of £ _____ s. _____ d. of the Farm Allotment hereinafter referred to valued at the sum of £ _____ s. _____ d.: And whereas such value after deducting therefrom the sum of £ _____ s. _____ d. being the amount of the deposit, which the lessee has paid with his application with interest on the balance calculated at the rate of Four pounds ten shillings per centum per annum for thirty-one and a half years (the term agreed upon by the lessee and the Board as that over which the payments of purchase money shall extend) amounts in the whole to the sum of £ _____ s. _____ d. to be paid by sixty-three half-yearly instalments which instalments have been calculated in accordance with the table in force applicable for the repayment by half-yearly instalments of an advance of £ _____ s. _____ d. lent at Four pounds ten shillings per centum interest per annum for thirty-one and a half years adopted by the Board prepared in the form of the table in the Sixth Schedule to the *State Savings Bank Act 1915* 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 _____ feet below the surface of all that piece of land in the State of Victoria being allotment _____ of section _____ parish of _____ county of _____ containing

more or less (the same being a Closer Settlement Allotment within the meaning of the *Closer Settlement Act 1915*) and shown with the measurements and abutments thereof in the map or diagram drawn in the margin of these presents and in such map or diagram coloured yellow: To have and to hold the said piece of land unto the lessee his executors administrators and assigns for the term of Thirty-one and a half 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 by 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 this plan. The lodges and deposits containing gold silver measurements are 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 person being the holder of a miner's right or of a licence to search for metals or minerals or of a mining or mineral lease to

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

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 £ s. d. by sixty-two equal half-yearly instalments of £ s. d. each and a final instalment of £ s. d. on the day of and the day of in every year clear of all deductions: Payment of the deposit having been made the first of the said half-yearly payments to be made on the day of that will be in the year One thousand nine hundred and and the final instalment to be made on the 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 bear and discharge all existing and future taxes rates duties charges imposts assessments and outgoings whatsoever for the time being payable by or imposed on either 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 74 of the *Land Act 1915* 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 residence shall be deemed to be complied with if the lessee or his transferees with the consent of the Board resides with his or her family either on any part of the estate of which this allotment formed a portion when acquired by the Board or on any land adjoining or separated only by a road or water-course from such allotment or during the first three years of the term of this lease for such period or periods as may be specified by the Board during which some person named by the lessee and approved by the Board prior to commencement of his residence resides on the said land: Provided also that if after the first six years of the term hereby granted the lessee with the consent of the Board sublets the said land the lessee shall not during the time the said land is so sublet be required to reside on the said land.
4. That these presents are upon this further condition that neither he nor they will transfer assign mortgage sublet or part with the possession of the whole or any part of the land hereby demised within the first six years of this lease: Provided in the case at any time of the insolvency or death of the lessee that Firstly it shall not be obligatory on the assignee or trustee in insolvency or on the executors or administrators of the lessee to comply with the condition of residence hereinbefore contained and Secondly that 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 with the written consent of the Board these presents to any person who is qualified for becoming a lessee under the *Closer Settlement Acts* and such person shall thereupon 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 and Thirdly that if within twelve months from the date of the insolvency or death of the lessee the assignee or trustee in such insolvency or executor or administrator shall have failed to re-assign or transfer this lease to some person

who is qualified for becoming a lessee of the said allotment then notwithstanding anything contained in the *Closer Settlement Act 1915* or in these presents the Governor in Council may thereupon in his discretion and upon such terms and conditions as he thinks fit assign this lease or permit the same to be assigned to some person who is qualified to hold the same and who proves to the satisfaction of the Board that he ought to become the transferee or assignee of this lease.

5. That he or they after the expiration of the six years in the last preceding clause mentioned will not transfer assign mortgage or sublet 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 sublet or part with the possession of the whole or any part of the land hereby demised.

6. That he or they will forthwith after the granting of this lease 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 1915* 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 twelve months from the issue of this lease if not sooner called upon under the provisions of the *Fences Act 1915* 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: Provided always that if the lessee obtains permission in pursuance of Clause 3 hereof for some person to reside in his stead the lessee shall on the said land make substantial and permanent improvements to the value of Ten pounds per centum of the purchase money during the first year and to the increased value of Five pounds per centum of the purchase money during the second year and to the further increased value of Five pounds per centum of the purchase money during the third year and to the total value of Thirty pounds per centum of the purchase money before the end of the sixth year of the term of this lease.

9. That these presents are upon 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 cent. 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 areas in proper order to the satisfaction of the Board.

10. That he or they will if required by the Board insure and keep insured against fire all buildings (including materials intended for the completion of the buildings) and fences (including fencing material intended for the completion of the fences) for the time being on the land hereby demised by a policy made out with the Board for such amount as may be prescribed and as the Board may approve.

11. That these presents are upon this further condition that the lessee or purchaser of the land hereby demised for the time being will keep open all canals ditches drains cuts channels water-courses sewers and works on the said land to the satisfaction of the Board and will keep open and free from obstruction and to the satisfaction of the Board portions of any drains adjacent to the land demised

and upon any road or reservation abutting or bounding the same or any part thereof and within a distance of not more than one hundred and thirty-two feet from such part.

12. That these presents are upon this condition that the lessee will at all times during the term of the lease keep in good order and repair all buildings fences and other permanent improvements situated on the demised land reasonable wear and tear and damage by fire alone excepted and will not destroy pull down or remove them or any part thereof without the previous permission of the Board in writing.

13. That he or they not being the holder of a mining or mineral lease he 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.

14. That neither he nor 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.

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

16. 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 1915* from time to time by the Governor in Council.

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

18. That these presents are upon 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.

19. 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-erecting 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.

20. That these presents are upon this condition that the demand for or acceptance of any instalment of purchase money or interest by or on behalf of the Board subsequently to a breach of any covenant or condition of this lease (whether such instalment shall have become due before or after such breach) shall not be deemed a waiver of such breach notwithstanding that the Board or the person receiving such instalment had knowledge of such breach.

21. 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 conditions 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 hereinafter provided then these presents and the term hereby created shall be void and of no effect and immediately upon these presents and the term hereby created becoming void and of no effect it shall be lawful for any bailiff of Crown lands or for any other agent or officer authorized in that behalf without any demand whatsoever to enter upon the land hereby demised and the lessee his executors administrators and assigns and all persons claiming from under or through him or them for ever to expel and remove therefrom without any legal process whatsoever and as effectually as any sheriff might do in case His Majesty had obtained judgment in ejectment for recovery of possession of the said land and a writ of possession or other process had issued on such judgment directed to such sheriff in due form of law: And that in case of such entry and any action being brought or other proceeding taken for or on account of the same by any person 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 at the discretion of the Board by the payment of a fine at the rate of Five pounds per centum per annum: 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.

22. That these presents are upon this further 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.

23. That these presents are upon this further condition that if it is proved to the satisfaction of the Board that the lessee has committed a breach of or has not complied with any of the provisions of the *Closer Settlement Act 1915* or any amendment thereof or of any condition of this lease or that owing to ill health the lessee is unable to reside on the land hereby demised or that for any other reason it is expedient so to do the Board may cause the said allotment to be put up for sale by auction.

24. 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 (inclusive of a condition providing in effect that the owner for the time being of the said land shall personally by himself or any member of his family or any person approved by the Governor in Council reside as provided in the "*Closer Settlement Act 1915*" on the said land or on any part of the Estate of which the said land formed a part or on any land adjacent thereto during each and every year unless prevented by illness certified to the satisfaction of the Board and that in the event of any breach of such condition the Crown may at any time re-enter upon the said land and hold possess and enjoy the same as fully and effectually to all intents and purposes as if the Crown grant had never been made) 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 or her 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.

In witness whereof His Excellency Governor in and over the State of Victoria and its Dependencies hath on behalf of His Majesty the King caused this demise to be sealed with the seal of the said State on the _____ day of _____ 1916 and the Lands Purchase and Management Board hath hereunto affixed its common seal and the lessee hath hereunto set his hand and seal.

SCHEDULE HEREINBEFORE REFERRED TO.

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—

(SEAL) Chairman,
Secretary.

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

(SEAL)

Where the land leased forms part of swamp or reclaimed lands, clause 11 shall read:—

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

TENTH SCHEDULE.

FORM II.

Sections 86 and 122, *Closer Settlement Act 1915*.

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

CONDITIONAL PURCHASE LEASE OF FARM ALLOTMENT (AGRICULTURAL STUDENTS.)

This indenture dated the day of in the year of our Lord One thousand nine hundred and and made between His Excellency Governor in and over the State of Victoria and its Dependencies with the advice of the Executive Council thereof in the name and on behalf of His Most Gracious Majesty 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 1915* has become an applicant for the conditional purchase by half-yearly instalments of the farm allotment hereinafter referred to: And whereas the Governor in Council (moved by the fact that the lessee has established that he is a person entitled to claim the benefits of section 122 of the *Closer Settlement Act 1915*) has on the recommendation of the Board agreed to postpone for a period of three years the commencement of the payment of the purchase money remaining after crediting the payment made by the lessee on account of purchase money with his application (the lessee agreeing to pay as by the said section provided interest at the rate of Four pounds ten shillings per centum per annum on the balance of the value of the said allotment for the period during which such payments of instalments are postponed): And whereas the value of such allotment amounts to the sum of £ s. d. in respect of which the lessee has with his application paid an instalment of £ s. d. (hereinafter referred to as the deposit) leaving a balance due of £ s. d. And whereas such balance after adding thereto the sum of £ s. d. being the accruing interest at the rate of Four pounds ten shillings per centum per annum on the amount of such balance for the period of three years during which payment of instalments has been postponed amounts to the sum of £ s. d. (hereinafter referred to as the "capital sum"): And whereas such capital sum with interest on the same calculated as commencing three years next after the date of these presents at the rate of Four pounds ten shillings per centum per annum for Thirty-three and a half years (the term agreed upon by the lessee and the Board as that over which the payment of the capital sum and interest shall extend) amounts in the whole to the sum of £ s. d. to be paid by sixty-seven half-yearly instalments (calculated in accordance with the table in force applicable for the repayment by half-yearly instalments of an advance of £ s. d. lent at Four pounds ten shillings per centum interest per annum for thirty-three and a half years adopted by the Board prepared in the form of a table in the Sixth Schedule to the *Savings Bank Act 1915* and approved by the Governor in Council) that is to say by sixty-six equal instalments of £ s. d. each and a final instalment of £ s. d. the payment of the first instalment to be made on the day of 19 (a day six months after the date of the expiry of the period of postponement hereinbefore referred to) and the subsequent instalments thereafter half-yearly on the day of and the day of in each succeeding year until the whole

amount due be paid: Witnesseth that in consideration of the payments hereby covenanted to be made and the covenants conditions and provisos herein contained and on the part of the lessee his executors administrators and assigns to be observed and performed His Majesty doth by these presents grant and demise unto the lessee the surface and down to a depth of feet below the surface of all that piece of land in the State of Victoria being allotment of section parish of county of containing

more or less (the same being a *Closer Settlement Allotment* within the meaning of the *Closer Settlement Act 1915*) and shown with the measurements and abutments thereof in the map or diagram drawn in the margin of these presents and in such map or diagram coloured yellow: To have and to hold the said piece of land unto the lessee his executors administrators and assigns for the term of Thirty-six and a half 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 person being the holder of a miner's right or of a licence to search for metals or minerals or of a mining or mineral lease to enter thereon and to mine and to erect and occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those which persons so qualified had at the date of these presents to mine in and upon Crown lands: Provided that compensation shall be paid to the lessee his executors administrators or assigns by any such person for surface damage to be done to such land by reason of mining thereon such compensation to be determined as provided by law and the payment thereof to be a condition precedent to such right of entry: Yielding and paying therefor (in addition to the deposit of £ s. d. which the lessee has paid with his application) the sum of £ s. d. by sixty-six equal half-yearly instalments of £ s. d. each and a final instalment of £ s. d. on the day of and the day of in every year clear of all deductions:

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

Payment of the deposit having been made the first of the said half-yearly payments to be made on the day of that will be in the year One thousand nine hundred and and the final instalment to be made on the day of next following the expiration of the term hereby created: And the lessee doth hereby for h heirs executors administrators and assigns covenant and agree with His Majesty his heirs and successors and with the Board that he the lessee h executors administrators or assigns will observe and perform and be bound by the several covenants conditions provisos agreements acts matters and things herein-after 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 bear and discharge all existing and future taxes rates duties charges imposts assessments and outgoings whatsoever for the time being payable by or imposed on either 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 74 of the *Land Act 1915* 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 residence shall be deemed to be complied with if the lessee or h transferees with the consent of the Board resides with his or her family either on any part of the estate of which this allotment formed a portion when acquired by the Board or on any land adjoining or separated only by a road or water-course from such allotment or during the first three years of the term of this lease for such period or periods as may be specified by the Board during which some person named by the lessee and approved by the Board prior to commencement of his residence resides on the said land: Provided also that if after the first six years of the term hereby granted the lessee with the consent of the Board sublets the said land the lessee shall not during the time the said land is so sublet be required to reside on the said land.

4. That these presents are upon this further condition that neither he nor they will transfer assign mortgage sublet or part with the possession of the whole or any part of the land hereby demised within the first six years of this lease: Provided in the case at any time of the insolvency or death of the lessee that Firstly it shall not be obligatory on the assignee or trustee in insolvency or on the executors or administrators of the lessee to comply with the condition of residence hereinbefore contained and Secondly that 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 with the written consent of the Board these presents to any person who is qualified for becoming a lessee under the *Closer Settlement Acts* and such person shall thereupon 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 and Thirdly that if within twelve months from the date of the insolvency or death of the lessee the assignee or trustee in such insolvency or executor or administrator shall have failed to re-assign or transfer this lease to some person who is qualified for becoming a lessee of the said allotment then notwithstanding anything contained in the *Closer Settlement Act 1915* or in these presents the Governor in Council may thereupon in his discretion and upon such terms and conditions as he thinks fit assign this lease or permit the same to be assigned to some person who is qualified to hold the same and who proves to the satisfaction of the Board that he ought to become the transferee or assignee of this lease.

5. That he or they after the expiration of the six years in the last preceding clause mentioned will not transfer assign mortgage or sublet 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 sublet or part with the possession of the whole or any part of the land hereby demised.

6. That he or they will forthwith after the granting of this lease 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 1915* 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 twelve months from the issue of this lease if not sooner called upon under the provisions of the *Fences Act 1915* 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: Provided always that if the lessee obtains permission in pursuance of clause 3 hereof for some person to reside in h stead the lessee shall on the said land make substantial and permanent improvements to the value of Ten pounds per centum of the purchase money during the first year and to the increased value of Five pounds per centum of the purchase money during the second year and to the further increased value of Five pounds per centum of the purchase money during the third year and to the total value of Thirty pounds per centum of the purchase money before the end of the sixth year of the term of this lease.

9. That these presents are upon 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 cent. 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 areas in proper order to the satisfaction of the Board.

10. That he or they will if required by the Board insure and keep insured against fire all buildings (including materials intended for the completion of the buildings) and fences (including fencing material intended for the completion of the fences) for the time being on the land hereby demised by a policy made out with the Board for such amount as may be prescribed and as the Board may approve.

11. That these presents are upon this further condition that the lessee or purchaser of the land hereby demised for the time being will keep open all canals ditches drains cuts channels water-courses sewers and works on the said land to the satisfaction of the Board and will keep open and free from obstruction and to the satisfaction of the Board portions of any drains adjacent to the land demised and upon any road or reservation abutting or bounding the same or any part thereof and within a distance of not more than one hundred and thirty-two feet from such part.

12. That these presents are upon this condition that the lessee will at all times during the term of the lease keep in good order and repair all buildings fences and other permanent improvements situated on the demised land reasonable wear and tear and damage by fire alone excepted and will not destroy pull down or remove them or any part thereof without the previous permission of the Board in writing.

13. That he or they not being the holder of a mining or mineral lease he 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.

14. That neither he nor 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.

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

16. 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 from time to time by the Governor in Council.

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

18. That these presents are upon 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.

19. 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-erecting 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.

20. That these presents are upon this condition that the demand for or acceptance of any instalment of purchase money or interest by or on behalf of the Board subsequently to a breach of any covenant or condition of this lease (whether such instalment shall have become due before or after such breach) shall not be deemed a waiver of such breach notwithstanding that the Board or the person receiving such instalment had knowledge of such breach.

21. 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 conditions 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 hereinafter provided then these presents and the term hereby created shall be void and of no effect and immediately upon these presents and the term hereby created becoming void and of no effect it shall be lawful for any bailiff of Crown lands or for any other agent or officer authorized in that behalf without any demand whatsoever to enter upon the land hereby demised and the lessee his executors administrators and assigns and all persons claiming from under or through him or them for ever to expel and remove therefrom without any legal process whatsoever and as effectually as any sheriff might do in case His Majesty had obtained judgment in ejectment for recovery of possession of the said land and a writ of possession or other process had issued on such judgment directed to such sheriff in due form of law: And that in case of such entry and any action being brought or other proceeding taken for or on account of the same by any person 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 at the discretion of the Board by the payment of a fine at the rate of Five pounds per centum per annum: 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.

22. That these presents are upon this further 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.

23. That these presents are upon this further condition that if it is proved to the satisfaction of the Board that the lessee has committed a breach of or has not complied with any of the provisions of the Closer Settlement Act or of any condition of this lease or that owing to ill-health the lessee is unable to reside on the land hereby demised or that for any other reason it is expedient so to do the Board may cause the said allotment to be put up for sale by auction.

24. 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 (inclusive of a condition providing in effect that the owner for the time being of the said land shall personally by himself or any member of his family or any person approved by the Governor in Council reside as provided in the Closer Settlement Act on the said land or on any part of the estate of which the said land formed a part or on any land adjacent thereto during each and every year unless prevented by illness certified to the satisfaction of the Board and that in the event of any breach of such condition the Crown may at any time re-enter upon the said land and hold possess and enjoy the same as fully and effectually to all intents and purposes as if the Crown grant had never been made) 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 or her 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.

In witness whereof His Excellency Governor in and over the State of Victoria and its Dependencies hath on behalf of His Majesty the King caused this demise to be sealed with the seal of the said State on the _____ day of _____ 1916 and the Lands Purchase and Management Board hath hereunto affixed its common seal and the lessee hath hereunto set his hand and seal.

SCHEDULE HEREINBEFORE REFERRED TO.

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—

(SEAL) Chairman.
Secretary.

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

(SEAL)

Where the land leased forms part of swamp or reclaimed lands, clause 11 shall read:—

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

TENTH SCHEDULE.
(FORM III.)

Section 88, *Closer Settlement Act 1915*.
Entered in the Register Book Vol. Fol.

Assistant Registrar of Titles.

CONDITIONAL PURCHASE LEASE OF AGRICULTURAL LABOURER'S ALLOTMENT.

This indenture dated the _____ day of _____ in the year of our Lord One thousand nine hundred and _____ 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 _____ 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 1915* has become an applicant for the conditional purchase by half-yearly instalments namely one instalment of £ _____ s. _____ d. (hereinafter referred to as the deposit) sixty-two instalments of £ _____ s. _____ d. each and a final instalment of £ _____ s. _____ d. And whereas such value after deducting therefrom the sum of £ _____ s. _____ d. being the amount of the deposit which the lessee has paid with his application with interest on the balance calculated at the rate of Four pounds ten shillings per centum per annum for thirty-one and a half years (the term agreed upon by the lessee and the Board as that over which the payments of purchase money shall extend) amounts in the whole to the sum of £ _____ s. _____ d. to be paid by sixty-three half-yearly instalments which instalments have been calculated in accordance with the table in force applicable for the repayment by half-yearly instalments of an advance of £ _____ s. _____ d. lent at Four pounds ten shillings per centum interest per annum for thirty-one and a half years adopted by the Board prepared in the form of the table in the Sixth Schedule to the *State Savings Bank Act 1915* 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 h _____ executors administrators and assigns to be observed and performed His Majesty doth by these presents grant and demise unto the lessee the surface and down to a depth of _____ feet below the surface of all that piece of land in the State of Victoria being allotment _____ of section _____ parish of _____ county of _____ containing _____ more or less (the same being a Closer Settlement Allotment within the meaning of the *Closer Settlement Act 1915*) and shown with the measurements and abutals 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 h _____ executors administrators and assigns for the term of Thirty-one and a half 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 h _____ executors administrators or transferees by the Governor for the time being acting with the advice of the Executive Council such notice to the lessee h _____ 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 by 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 person being the holder of a miner's right or of a licence to search for metals or minerals or of a mining or mineral lease to enter thereon and to mine and to erect and occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those which persons so qualified had at the date of these presents to mine in and upon Crown lands Provided that compensation shall be paid to the lessee h _____ 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 £ _____ s. _____ d. by sixty-two equal half-yearly instalments of £ _____ s. _____ d. each and a final instalment of £ _____ s. _____ d. on the day of _____ and the _____ day of _____ in every year clear of all deductions Payment of the deposit having been made the first of the said half-yearly payments to be made on the _____ day of _____ that will be in the year One thousand nine hundred and _____ and the final instalment to be made on the _____ day of _____ next following the expiration of the term hereby created And the lessee doth hereby for self h _____ heirs executors administrators and assigns covenant and agree with His Majesty his heirs and successors and with the Board that he the lessee h _____ 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 bear and discharge all existing and future taxes rates duties charges imposts assessments and outgoings whatsoever for the time being payable by or imposed on either 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 74 of the *Land Act 1915* 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 residence shall be deemed to be complied with if the lessee or his transferees with the consent of the Board resides with his or her family either on any part of the estate of which this allotment formed a portion when acquired by the Board or on any land adjoining or separated only by a road or water-course from such allotment or during the first three years of the term of this lease for such period or periods as may be specified by the Board during which some person named by the lessee and approved by the Board prior to commencement of his residence resides on the said land. Provided also that if after the first six years of the term hereby granted the lessee with the consent of the Board sublets the said land the lessee shall not during the time the said land is so sublet be required to reside on the said land.

4. That these presents are upon this further condition that during the first six years of the term hereby granted neither he nor they will without the written consent of the Board first had and obtained transfer assign mortgage or sublet the said allotment and then only to a person eligible to hold such allotment nor will during the said first six years sublet the said allotment from time to time for a period exceeding twelve months. Provided in the case at any time of the insolvency or death of the lessee that Firstly it shall not be obligatory on the assignee or trustee in insolvency or on the executors or administrators of the lessee to comply with the condition of residence hereinbefore contained. And Secondly that 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 with the written consent of the Board these presents to any person who is qualified for becoming a lessee under the Closer Settlement Acts and such person shall thereupon 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 rent as are necessary and these presents shall be read and construed accordingly. And Thirdly that if within twelve months from the date of the insolvency or death of the lessee the assignee or trustee in such insolvency or executor or administrator shall have failed to re-assign or transfer this lease to some person who is qualified for becoming a lessee of the said allotment then notwithstanding anything contained in the *Closer Settlement Act 1915* or in these presents the Governor in Council may thereupon in his discretion and upon such terms and conditions as he thinks fit assign this lease or permit the same to be assigned to some person who is qualified to hold the same and who proves to the satisfaction of the Board that he ought to become the transferee or assignee of this lease.

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 sublet or part with the possession of the whole or any part of the land hereby demised.

6. That he or they will forthwith after the granting of this lease commence and continue to destroy and will within three years after the issue of this lease have destroyed to the satisfaction of the Board the animals and birds by the *Land Act 1915* 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 two years from the date of this lease unless sooner called upon under the provisions of the *Fences Act 1915* 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.

10595.—B.

9. 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 cent. 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 areas in proper order to the satisfaction of the Board.

10. That he or they will if required by the Board insure and keep insured against fire all buildings (including materials intended for the completion of the buildings) and fences (including fencing material intended for the completion of the fences) for the time being on the land hereby demised by a policy made out with the Board for such amount as may be prescribed and as the Board may approve.

11. That these presents are upon this further condition that the lessee or purchaser of the land hereby demised for the time being will keep open all canals ditches drains cuts channels water-courses sewers and works on the said land to the satisfaction of the Board and will keep open and free from obstruction and to the satisfaction of the Board portions of any drains adjacent to the land demised and upon any road or reservation abutting or bounding the same or any part thereof and within a distance of not more than one hundred and thirty-two feet from such part.

12. That these presents are upon this condition that the lessee will at all times during the term of the lease keep in good order and repair all buildings fences and other permanent improvements situated on the demised land reasonable wear and tear and damage by fire alone excepted and will not destroy pull down or remove them or any part thereof without the previous permission of the Board in writing.

13. That he or they not being the holder of a mining or mineral lease he 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.

14. That neither he nor 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.

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

16. That he or they shall and will observe perform fulfil and be bound by the stipulations conditions covenants and provisos contained in the Schedule hereto or which may be made pursuant to the *Closer Settlement Act 1915* from time to time by the Governor in Council.

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

18. 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.

19. 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-erecting 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.

20. That these presents are upon this condition that the demand for or acceptance of any instalment of purchase

money or interest by or on behalf of the Board subsequently to a breach of any covenant or condition of this lease (whether such instalment shall have become due before or after such breach) shall not be deemed a waiver of such breach notwithstanding that the Board or the person receiving such instalment had knowledge of such breach.

21. 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 conditions 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 hereinafter provided then these presents and the term hereby created shall be void and of no effect and immediately upon these presents and the term hereby created becoming void and of no effect it shall be lawful for any bailiff of Crown lands or for any other agent or officer authorized in that behalf without any demand whatsoever to enter upon the land hereby demised and the lessee h executors administrators and assigns and all persons claiming from under or through h or them for ever to expel and remove therefrom without any legal process whatsoever and as effectually as any sheriff might do in case His Majesty had obtained judgment in ejectment for recovery of possession of the said land and a writ of possession or other process had issued on such judgment directed to such sheriff in due form of law. And that in case of such entry and any action being brought or other proceeding taken for or on account of the same by any person 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 h executors or administrators and all persons claiming from under or through h 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 at the discretion of the Board by the payment of a fine at the rate of Five pounds per centum per annum. 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 h 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 h 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.

22. That these presents are upon this further 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.

23. That these presents are upon this further condition that if it is proved to the satisfaction of the Board that the lessee has committed a breach of or has not complied with any of the provisions of the *Closer Settlement Act 1915* or any amendment thereof or of any condition of this lease or that owing to ill-health the lessee is unable to reside on the land hereby demised or that for any other reason it is expedient so to do the Board may cause the said allotment to be put up for sale by auction.

24. 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 h representatives shall be entitled to a grant in fee of the lands hereby demised subject to such covenants conditions (inclusive of a condition providing in effect that the owner for the time being of the said land shall personally by himself or any member of his family or any person approved by the Governor in Council reside as provided in the "*Closer Settlement Act 1915*" on the said land or on any part of the estate of which the said land formed a part or on any land adjacent thereto during each and every year unless prevented by illness certified to the satisfaction of the Board and that in the event of any breach of such condition the Crown may at any time re-enter upon the said land and hold possess and enjoy the same as fully and effectually to all intents and purposes as if the Crown grant had never been made) 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 or her 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.

In witness whereof His Excellency Governor in and over the State of Victoria and its Dependencies hath on behalf of His Majesty the King caused this demise to be sealed with the seal of the said State on the day of 1916 and the Lands Purchase and Management Board hath hereunto affixed its common seal and the lessee hath hereunto set h and seal.

SCHEDULE HEREINBEFORE REFERRED TO.

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.
Secretary.

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

(SEAL)

TENTH SCHEDULE.

FORM IV.

Section 87, *Closer Settlement Act 1915*.

Entered in the Register Book Vol. Fol.

Assistant Registrar of Titles.

CONDITIONAL PURCHASE LEASE OF WORKMAN'S HOME ALLOTMENT.

This indenture dated the day of in the year of our Lord One thousand nine hundred and and made between His Excellency Governor in and over the State of Victoria and its Dependencies with the advice of the Executive Council thereof in the name and on behalf of His Most Gracious Majesty 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 1915* has become an applicant for the conditional purchase by half-yearly instalments namely one instalment of £ s. d. (hereinafter referred to as the deposit) sixty-two instalments of £ s. d. each and a final instalment of £ s. d. of the Workman's Home allotment hereinafter referred to valued at the sum of £ s. d.: And whereas such value after deducting therefrom the sum of £ s. d. being the amount of the deposit which the lessee has paid with h application with interest on the balance calculated at the rate of Four pounds ten shillings per centum per annum for thirty-one and a half years (the term agreed upon by the lessee and the Board as that over which the payments of purchase money shall extend) amounts in the whole to the sum of £ s. d. to be paid by sixty-three half-yearly instalments which instalments have been calculated in accordance with the table in force applicable for the repayment by half-yearly instalments of an advance of £ s. d. lent at Four pounds ten shillings per centum interest per annum for thirty-one and a half years adopted by the Board prepared in the form of the table in the Sixth Schedule to the *State Savings Bank Act 1915* 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 h executors administrators and assigns to be observed and performed His Majesty doth by these presents grant and demise unto the lessee the surface and down to a depth of feet below the surface of all that piece of land in the State of Victoria being allotment of section parish of county of containing more or less (the same being a *Closer Settlement Allotment* within the meaning of the *Closer Settlement Act 1915*) and shown with the measurements and abutments thereof in the map or diagram drawn in the margin of these presents and in such map or diagram coloured yellow: To have and to hold the said piece of land unto the lessee h executors administrators and assigns for the term of Thirty-one and a half 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 h executors administrators or transferees by the Governor for the time being acting with the advice of the Executive Council such notice to the lessee h 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 by 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

NOTE.—The bearings and measurements are approximately given in this plan. The 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 person being the holder of a miner's right or of a licence to search for metals or minerals or of a mining or mineral lease to enter thereon and to mine and to erect and occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those which persons so qualified had at the date of these presents to mine in and upon Crown lands: Provided that compensation shall be paid to the lessee h 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 £ s. d. by sixty-two equal half-yearly instalments of £ s. d. each and a final instalment of £ s. d. on the day of and the day of in every year clear of all deductions: Payment of the deposit having been made the first of the said half-yearly payments to be made on the day of that will be in the year One thousand nine hundred and the final instalment to be made on the day of next following the expiration of the term hereby created: And the lessee doth hereby for h h heirs executors administrators and assigns covenant and agree with His Majesty his heirs and successors and with the Board that he the lessee h 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 the manner hereinbefore appointed for payment thereof clear of all deductions.

2. That he or they will during the continuance of this demise pay bear and discharge all existing and future taxes rates duties charges imposts assessments and outgoings whatsoever for the time being payable by or imposed on either 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 74 of the *Land Act* 1915 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 residence shall be deemed to be complied with if the lessee or h transferees with the consent of the Board resides with his or her family either on any part of the estate of which this allotment formed a portion when acquired by the Board or on any land adjoining or separated only by a road or water-course from such allotment or during the first three years of the term of this lease for such period or periods as may be specified by the Board during which some person named by the lessee and approved by the Board prior to commencement of his residence resides on the said land: Provided also that if after the first six years of the term hereby granted the lessee with the consent of the Board sublets the said land the lessee shall not during the time the said land is so sublet be required to reside on the said land.

4. That these presents are upon this further condition that during the first six years of the term hereby granted neither he nor they will without the written consent of the Board first had and obtained transfer assign mortgage or sublet the said allotment and then only to a person eligible to hold such allotment nor will during the said first six years sublet the said allotment from time to time for a period exceeding twelve months: Provided in the case at any time of the insolvency or death of the lessee that Firstly it shall not be obligatory on the assignee or trustee in insolvency or on the executors or administrators of the lessee to comply with the condition of residence hereinbefore contained and Secondly that 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 with the written consent of the Board these presents to any person who is qualified for becoming a lessee under the *Closer Settlement Acts* and such person shall thereupon 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 and Thirdly that if within twelve months from the date of the insolvency or death of the lessee the assignee or trustee in such insolvency or executor or administrator shall have failed to re-assign or transfer this lease to some person who is qualified for becoming a lessee of the said allotment then notwithstanding anything contained in the *Closer Settlement Act* 1915 or in these presents the Governor in Council may thereupon in his discretion and upon such terms and conditions as he thinks fit assign this lease or permit the same to be assigned to some person who is qualified to hold the same and who proves to the satisfaction of the Board that he ought to become the transferee or assignee of this lease.

5. That he or they after the expiration of the six years in the last preceding clause mentioned will not transfer assign sublet 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 sublet or part with the possession of the whole or any part of the land hereby demised.

6. That he or they will forthwith after the granting of this lease 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* 1915 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 one year from the date of this lease unless sooner called upon under the provisions of the *Fences Act 1915* 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.

10. That he or they will if required by the Board insure and keep insured against fire all buildings (including materials intended for the completion of the buildings) and fences (including fencing material intended for the completion of the fences) for the time being on the land hereby demised by a policy made out with the Board for such amount as may be prescribed and as the Board may approve.

11. That these presents are upon this further condition that the lessee or purchaser of the land hereby demised for the time being will keep open all canals ditches drains cuts channels water-courses sewers and works on the said land to the satisfaction of the Board and will keep open and free from obstruction and to the satisfaction of the Board portions of any drains adjacent to the land demised and upon any road or reservation abutting or bounding the same or any part thereof and within a distance of not more than one hundred and thirty-two feet from such part.

12. That these presents are upon this condition that the lessee will at all times during the term of the lease keep in good order and repair all buildings fences and other permanent improvements situated on the demised land reasonable wear and tear and damage by fire alone excepted and will not destroy pull down or remove them or any part thereof without the previous permission of the Board in writing.

13. That he or they not being the holder of a mining or mineral lease 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.

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

15. That he or they shall and will observe perform fulfil and be bound by the stipulations conditions covenants and provisos contained in the Schedule hereto or which may be prescribed pursuant to the *Closer Settlement Act 1915* from time to time by the Governor in Council.

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

17. 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.

18. That these presents are upon this further condition that the Governor in Council or the Board may at any time enter upon the whole or any portion of the land hereby demised for the purpose of resuming 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 or 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-erecting 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.

19. That these presents are upon this condition that the demand for or acceptance of any instalment of purchase money or interest by or on behalf of the Board subsequently to a breach of any covenant or condition of this lease (whether such instalment shall have become due before or after such breach) shall not be deemed a waiver of such breach notwithstanding that the Board or the person receiving such instalment had knowledge of such breach.

20. 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 hereinafter provided then these presents and the term hereby created shall be void and of no effect and immediately upon these presents and the term hereby created becoming void and of no effect it shall be lawful for any bailiff of Crown lands or for any other agent or officer authorized in that behalf without any demand whatsoever to enter upon the land hereby demised and the lessee or his executors administrators and assigns and all persons claiming from under or through him or them for ever to expel and remove therefrom without any legal process whatsoever and as effectually as any sheriff might do in case His Majesty had obtained judgment in ejectment for recovery of possession of the said land and a writ of possession or other process had issued on such judgment directed to such sheriff in due form of law: And that in case of such entry and any action being brought or other proceeding taken for or on account of the same by any person 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 or 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 at the discretion of the Board by the payment of a fine at the rate of Five pounds per centum per annum: 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.

21. 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.

22. That these presents are upon this further condition that if it is proved to the satisfaction of the Board that the lessee has committed a breach of or has not complied with any of the provisions of the *Closer Settlement Act 1915* or any amendment thereof or of any condition of this lease or that owing to ill health the lessee is unable to reside on the land hereby demised or that for any other reason it is expedient so to do the Board may cause the said allotment to be put up for sale by auction.

23. 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 land hereby demised subject to such covenants conditions (inclusive of a condition providing in effect that the owner for the time being of the said land shall personally by himself or any member of his family or any person approved by the Governor in Council reside as provided in the *"Closer Settlement Act 1915"* on the said land or on any part of the estate of which the said land formed a part or on any land adjacent thereto during each and every year unless prevented by illness certified to the satisfaction of the Board and that in the event of any breach of such condition the Crown may at any time re-enter upon the said land and hold possess and enjoy the same as fully

and effectually to all intents and purposes as if the Crown grant had never been made) 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 or her 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.

In witness whereof His Excellency Governor in and over the State of Victoria and its Dependencies hath on behalf of His Majesty the King caused this demise to be sealed with the seal of the said State on the _____ day of _____ 1916 and the Lands Purchase and Management Board hath hereunto affixed its common seal and the lessee hath hereunto set his hand and seal.

SCHEDULE HEREINBEFORE REFERRED TO.

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—

(SEAL) _____ Chairman.
Secretary.

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

(SEAL)

ELEVENTH SCHEDULE.

Sections 85 and 116, *Closer Settlement Act 1915.*

FORM I. (EXTENSION OF LEASE).

THIS indenture made the _____ day of _____ between His Excellency the Governor of Victoria for and on behalf of His Majesty the King of the first part the Lands Purchase and Management Board of the said State of the second part and the within-named _____ (hereinafter referred to as the "lessee") of the third part Whereas it has been mutually agreed by and between the parties hereto also parties to the within written lease for allotment _____ of section _____ parish of _____ county of _____ containing _____ more or less that notwithstanding anything therein contained the term by the said lease limited shall be extended to cover as from the day of its date a period of _____ years in the whole in lieu of the term therein provided and incidental to such extension that the amount of instalments of purchase money or rent therein reserved be adjusted on the basis that the lessee had originally been an applicant for the conditional purchase of the land demised by _____ half-yearly instalments and that the several sums in fact paid by the lessee under the lease by way of rent or instalments of purchase money amounting in the whole to the sum of £ _____ s. _____ d. should be credited in the books of the Board to the account of the lessee and that the same be applied so far as it is available in satisfying and discharging the amount payable by way of deposit and the several half-yearly instalments due or accruing due on the lease under the altered conditions arising out of the extension aforesaid Now these presents witness that the parties hereto severally covenant and agree as follows (that is to say):—

- (1) That notwithstanding anything in the within written lease contained the same shall be read and construed as if the lessee had originally applied for the conditional purchase of the land demised by _____ half-yearly instalments including a deposit of £ _____ s. _____ d. (hereinafter called the "deposit") and as if the same had been granted to him for a term of _____ years as from the date thereof.
- (2) That the provisions of the reddendum clause of the lease shall be read and construed as if it provided for the lessee his executors administrators or assigns yielding and paying for the land demised the sum of £ _____ s. _____ d. by _____ half-yearly instalments of £ _____ s. _____ d. each on the _____ day of _____ in every year clear of all deductions.
- (3) That the lessee shall be credited in the books of the Board with the amount paid by him to date on account of the deposit and the half-yearly instalments heretofore paid under the terms of the lease and that the amount so credited shall be applied so far as it is available in satisfying his obligations under the lease as hereby amended.

- (4) That the lessee shall and will forthwith pay to His Majesty the difference (if any) between the amount carried to his credit in account as aforesaid and the sum of the deposit and instalments which have or are to be deemed to have accrued due under the terms of the lease as hereby amended on the basis of the lease having been originally granted for the extended term and that thereafter the lessee his executors administrators or assigns will pay the half-yearly instalments in due course as such instalments accrue due.

- (5) That the provision of the lease shall be read and construed as applying to the altered conditions made by these presents in the same way and to the same extent as if the lease had been originally granted for the extended term and save and except as the same is by these presents varied or altered the parties hereto hereby ratify and confirm such lease.

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 these presents 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 in the presence of—

(SEAL) _____ Chairman.
Secretary.

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

(L.S.)

ELEVENTH SCHEDULE.

Sections 85 and 116, *Closer Settlement Act 1915.*

FORM II. (SUSPENSION OF INSTALMENTS AND EXTENSION OF LEASE).

THIS indenture made the _____ day of _____ 19 _____ between His Excellency _____ Governor in and over the

State of Victoria and its Dependencies in the name and on behalf of His Most Gracious Majesty King George V. of the first part the Lands Purchase and Management Board of the said State (hereinafter referred to as the "Board") of the second part (both of which parties are hereinafter included under the expression of the "State Authorities") and _____ (hereinafter referred to as the "lessee" which word unless inconsistent with the context is to be deemed to include the lessee's executors administrators and assigns) of the third part: Whereas by an indenture dated the _____ day of _____ 19 _____ made between the parties to these presents under the provisions of the *Closer Settlement Acts* the party of the third part hereto became the lessee under a Conditional Purchase Lease of a _____ allotment being allotment _____ section _____ parish of _____ county of _____ under the terms and conditions therein set out (hereinafter referred to as the "lease"): And whereas by the said lease the lessee subject to his duly observing the terms and conditions of the same has conferred upon him the right of acquiring the fee-simple of the land her _____ (valued at the sum of £ _____ hereinafter referred to as the capital value) the subject of the lease by the payment of the sum of _____ pounds _____ shillings and _____ pence in the manner therein provided: And whereas by reason of the unprecedented drought recently prevailing the lessee experiences a difficulty in complying with the requirements of the lease with regard to the payment of the instalments of purchase money in the lease stipulated for and has asked that the terms of the lease in this respect be modified: And whereas the State Authorities have considered such request and as a consequence it has been mutually agreed between the parties in the terms hereinafter appearing that the payment of all instalments of purchase money under the lease (exclusive of the deposit paid) and interest due in respect of the land during the first three years of the term by the lessee be suspended (the lessee if so required giving a stock mortgage as a security for the amount of instalments suspended) and that incidental to the period of such suspension simple interest on the unpaid balance of the capital value of the land be charged as rent at the rate of Four pounds ten shillings per centum per annum amounting to £ _____ and that portion of the rent £ _____ be debited against the suspense account referred to in paragraph 4 of these presents or be paid during the period of suspension and

the balance £ be added to the unpaid balance of such capital value and that the new increased balance of capital value with interest added at the rate of Four pounds ten shillings per centum per annum for 3½ years which balance of capital value and interest together amount to the sum of £ be thereafter paid by the lessee by sixty-two equal half-yearly instalments of pounds shillings and pence and a final instalment of pounds shillings and pence commencing six months after the expiry of the suspension period and that with respect to instalments of purchase money other than the deposit first received so far as the same are in excess of the portion of rent aforesaid or any instalment or instalments of purchase money fixed under these presents already due or any amount due for water charges advances or other charges that such excess be held for payment of future instalments of purchase money fixed under these presents and instalments in repayment of advances and the balance in hand for the time being credited with interest at the rate of Three pounds ten shillings per centum per annum until such excess be exhausted and that such suspension of instalments is not to relieve the lessee of his obligations under the lease or Closer Settlement Acts in relation to carrying out improvements or to cultivate or otherwise to conform with the terms of such Acts or of the lease except so far as the same may by the arrangement be expressly modified nor is such modification and term of suspension to be taken as operating to alter the date from which the six years during which the lessee is by his lease forbidden to transfer assign mortgage or sub-let the land nor to alter the date from which the twelve years' period after which the lessee is to be entitled to apply for a grant in fee simple is to be calculated but that both of such dates are to be calculated as from the date of the lease; And whereas the parties hereto for the purpose of evidencing the said arrangement have agreed to execute these presents: Now therefore these presents witness that the parties hereto respectively agree as follows (that is to say):—

1. That conditional on the lessee duly observing and performing the covenants and conditions of the lease as modified by these presents and of the covenants and conditions hereof the State Authorities will treat the date of the obligation of the lessee with respect to the payment of the first instalment after payment of the deposit on account of purchase money under such lease as postponed from the day of 19 until the day of 19

2. That the lessee shall in respect of his first three years' occupation of the land the subject of the lease as a distinct obligation and without a right to claim that the money so agreed to be paid is on account of purchase money under the lease or otherwise than as for rent for the use and occupation of the land for the first three years of his term under the hereinbefore recited arrangement pay to or be charged by His Majesty rent from the day of 19 in respect of such three years amounting to pounds shillings and pence being an amount equivalent to interest at the rate of Four pounds ten shillings per centum per annum on the unpaid balance of the capital value.

3. That £ portion of the amount of the rent in the last preceding paragraph referred to shall be debited against the suspense account referred to in paragraph 4 of these presents or shall be paid within the period of suspension and the balance £ shall be added to the unpaid balance of the capital value of the land and the lessee on her part covenants and agrees with His Majesty to pay the amount represented by such increased unpaid balance of capital value with interest added as aforesaid by sixty-two half-yearly instalments of pounds shillings and pence each on the day of and the day of in each year and a final instalment of pounds shillings and pence on the day of 19

4. That with respect to the instalments of purchase money (other than the deposit) already paid by the lessee amounting to the sum of pounds shillings and pence it is mutually agreed that such sum shall not be regarded as paid or received on account of instalments of purchase money but that the same be carried to a suspense account and that there shall be debited against the amount in such account the sum of pounds shillings and pence due by the lessee to the Government namely a sum of pounds shillings and pence

being the portion of rent referred to in paragraph 3 of these presents a sum of pounds shillings and pence in discharge of the lessee's indebtedness on instalments of purchase money fixed as aforesaid under these presents already due a sum of pounds shillings and pence being amount of water rates or charges due by the lessee to the State Rivers and Water Supply Commission in connexion with the land the subject of the lease a sum of pounds shillings and pence in respect of instalments due and payable up to 1st July 1915 in repayment of advances and other charges and that a sum of pounds shillings and pence the residue of such amount so far as it will extend shall be used to meet future instalments of purchase money fixed under these presents and instalments in repayment of advances as they fall due the State Authorities agreeing on their part to credit to such account interest at the rate of Three pounds ten shillings per centum per annum on such residue (if any) for the time being not required for such purposes.

5. That nothing in these presents shall be read or construed as in any way relieving the lessee of her obligations under the Closer Settlement Acts or the lease with respect to the carrying out of improvements on the land demised as if no period of suspension of payment of instalments of purchase money had been granted or to relieve him of any obligation to cultivate to the extent required by the Board.

6. That the lessee covenants and agrees with the State Authorities that he will if so required by the Board give a stock mortgage over his stock as security for the due payment of instalments under these presents.

7. The State Authorities agree that if the lessee desires to surrender his holding to an approved applicant provided such lessee pay or arrange for the payment of the rent based on interest at the rate of Four pounds ten shillings per centum per annum on the capital value of the land for the interval dating from the date of his lease and the acceptance of the surrender by the Authorities if the period of three years has not expired or if it has so expired for such three years the Authorities will accept such rent.

8. Should the lease be forfeited by the lessee for any breach or non-observance of the terms and conditions of the same nothing in these presents contained shall be taken to relieve him from the payment of all sums of money which would have accrued under the lease as originally granted.

9. That save in so far as the same is by these presents modified the lease is hereby satisfied and confirmed.

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 these presents 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 in the presence of—

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

TWELFTH SCHEDULE.

Sections 86, 87, and 88, *Closer Settlement Act 1915.*

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 first the second year from the commencement of his lease has third sixth

[here insert such one of the following as is applicable]:—

Farm Allotment.

(a) Made substantial and permanent improvements equivalent in value to at least two instalments of the purchase money payable therefor;

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

(c) Made substantial and permanent improvements to the value of Twenty pounds per centum of the purchase money payable therefor.

Workman's Home Allotment.

(d) Fenced the allotment and erected a substantial dwelling-house of a value of at least Fifty pounds;

(e) Made additional substantial improvements on his allotment of a value of at least Twenty-five pounds.

Agricultural Labourer's Allotments.

(f) To the Board's satisfaction erected on the allotment a substantial dwelling-house of a value of at least Thirty pounds;

(g) Enclosed the allotment with a substantial fence,

as required by the lease.

The common seal of the Lands Purchase and Management Board was hereto affixed this day of 1916 in the presence of—

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

THIRTEENTH SCHEDULE.

FORM I.

APPLICATION TO (1) MORTGAGE OR TRANSFER A CONDITIONAL PURCHASE LEASE OF A

FARM }
AGRICULTURAL LABOURER'S } ALLOTMENT.
WORKMAN'S HOME }

To the Lands Purchase and Management Board.

Estate— Being the holder of a Conditional Purchase Lease under the *Closer Settlement Act 1915* 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 (1) or mortgage of the said land 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 (1) mortgage are

(2) The amount of the proposed mortgage is £ for a term of years from at the rate of per centum per annum, reducible to per centum per annum if paid within thirty days from the due date.

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 of Victoria, 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 eighteen years of age.

(1) Strike out the words not required. (2) If transfer is applied for his clause may be struck out.

Questions.	Statements in Reply.
1. Do you own any land in the State of Victoria? If so, state the number of acres, value and situation, and how held?	
2. Do you know the conditions of the <i>Closer Settlement Act</i> , and are you prepared to make your home on the allotment, and comply with such conditions?	
3. Have you obtained a Conditional Purchase lease under the <i>Closer Settlement Act</i> by application or transfer? If so— When? Parish? Area? Value?	
4. 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.	

NOTE.—When the application is in respect of a lease of a Workman's Home Allotment, with a currency of less than six years, the following questions shall be substituted for question 4 above:—

- 4. Do your annual wages or earnings exceed £220?
- 5. Does your real and personal property exceed £350 in value?

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 certificate is only required here in this 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.—A conditional Purchase lease for a Farm Allotment cannot be transferred, assigned, mortgaged, or sublet during the first six years of such lease.

THIRTEENTH SCHEDULE.

(FORM II.)

APPLICATION FOR CONSENT TO SUBLET A CONDITIONAL PURCHASE LEASE.

Parish— Being the registered proprietor under the County— *Closer Settlement Act 1915* of the land Allotment— specified in the margin, and having paid all Area— rents and fees due thereon, and otherwise complied with all the covenants and conditions of the Lease thereof, I hereby apply for the consent, in writing, of the Lands Purchase and Management Board to sublet the said lease to of for a term of years at a rental of

Signature—
Occupation—
Postal address—

DECLARATION.

I, _____ of _____ in the State of Victoria, do solemnly and sincerely declare—

1. That I have resided on the _____ Estate for a period of not less than _____ years from the date of my lease.
2. That _____ chains of fencing have been erected on the said leasehold of the value of _____ per chain.
3. That other improvements upon the said leasehold have been made to the value of £ _____ ; and
4. That my reasons for desiring to sublet are—

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of an Act of 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 and _____

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

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 _____, 19 _____, 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 workman, and can neither read nor write. *I hereby certify that this declaration was read to the declarant in my presence this _____ day of _____, 19 _____, Justice of the Peace in and for the Bailiwick of the State of Victoria, or Commissioner for taking Declarations and Affidavits.

THIRTEENTH SCHEDULE.

(FORM III.)

No. of Certificate _____

The Closer Settlement Act 1915.

CERTIFICATE OF CONSENT OF LANDS PURCHASE AND MANAGEMENT BOARD TO TRANSFER OR SUBLETTING OF A CONDITIONAL PURCHASE LEASE.

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 {subletting }

of _____ of the Conditional Purchase Lease for the surface and down to a depth of _____ feet below the surface of allotment _____ section _____ parish of _____ Estate, and containing _____ acres _____ roods _____ perches, to _____ of _____

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

Chairman.
Secretary.

*NOTE.—In the case of an application to sublet the following clause shall be added:—

This consent is given subject to the sub-lessee complying with the residence condition of the lease.

THIRTEENTH SCHEDULE.

(FORM IV.)

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 ACT 1915.

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 _____ 19_____ of the Lease under section _____ of the _____ held by _____ for the surface and down to a depth of _____ feet below the surface of 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, reducible to _____ per centum per annum if paid within thirty days from the due date.

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

Chairman.
Secretary.

DECLARATION BY PROPOSED SUB-LESSEE.

I, _____ of _____ hereby declare that I am not under eighteen years of age, and that the replies to the questions set forth hereunder are true and correct in every particular.

Questions.	Replies.
1. Do you own in fee-simple any land in the State of Victoria? If so, state the area, value, and situation?	
2. Have you obtained a Conditional Purchase Lease by application or transfer? If so, furnish full particulars of all transactions, and answer the following questions:— When? Parish? Area? Value? Do you still hold the land so obtained? If not, how disposed of?	
3. If your application is granted will you undertake to reside on the allotment?	
4. Why do you desire to rent the land the subject of the foregoing application, and how do you propose to utilize such land, if subletting be sanctioned?	

NOTE.—When the application to sublet is in respect to a lease of a Workman's Home Allotment with a currency of less than six years the following questions shall be substituted in lieu of question 4 above—

3. Do your annual wages or earnings exceed £220?
4. Does your real and personal property exceed £300 in value?

The fee for consent of the Board to sublet a Farm Allotment is One pound, and to sublet a Workman's Home Allotment or an Agricultural Labourer's Allotment the fee for consent is Ten shillings (10s.).

FOURTEENTH SCHEDULE.

Section 91, *Closer Settlement Act 1915.*

APPLICATION BY THE HOLDER OF A CONDITIONAL PURCHASE LEASE TO SURRENDER SAME AND DISPOSE OF HIS INTEREST IN IMPROVEMENTS.

Parish— Being the holder of a Conditional
 Allotment— Purchase Lease for the land specified
 Sec.— in the margin, I hereby apply to sur-
 Area— render such lease, and to dispose of my
 Date of lease— interest in the improvements to
 of (being a person duly
 qualified to hold a Conditional Pur-
 chase Lease) for the sum of
 My reasons for desiring to surrender
 such lease are*

* Here state reasons.

Signature—

DECLARATION.

I, of in the State of
 Victoria do solemnly and sincerely declare that I have
 effected the following improvements on the area specified
 in this application and that their value to an incoming
 tenant is as set out hereunder:—

PARTICULARS IN FULL.

Total Cost.

Fencing
 Cultivation
 Buildings
 Water storage
 All other improvements

And I further declare that all water rates and Shire
 rates thereon have been paid.

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

Signature—

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

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

FIFTEENTH SCHEDULE.

Section 122, *Closer Settlement Act 1915.*

CERTIFICATE IN AGRICULTURE.

GRANTED BY THE COMMITTEE APPOINTED UNDER THE
 PROVISIONS OF SECTION 122 OF THE CLOSER SETTLEMENT
 ACT 1915.

THE Committee appointed under the provisions of section
 122 of *Closer Settlement Act 1915* hereby certifies that
 of who is an applicant for
 Allotment, Section, Estate,
 has completed to the satisfaction of the Committee a
 course of instruction in Agriculture on a farm approved
 by such Committee.

Chairman.

Member.

SIXTEENTH SCHEDULE.

Sections 97 and 101, *Closer Settlement Act 1915.*

APPLICATION FOR AN ADVANCE.

Parish— Being the holder of a Licence
 Extent of Land— under section of the
 A. R. P. Act to occupy the land specified
 Date of Licence— in the margin hereof, and having
 Lease— effected improvements to the value of
 £, as set forth in the subjoined
 declaration, I hereby apply for an
 advance of £ on the said im-
 provements.

In the event of the Board granting
 the advance applied for, either in
 whole or in part, I agree to repay the
 amount advanced by equal half-yearly
 instalments extending over a period
 of twenty years, or such shorter term
 as the Board may determine, to-
 gether with interest on the same at
 the rate of Five pounds per centum
 per annum.

Signature—

Occupation—

Postal Address—

MANNER IN WHICH IT IS PROPOSED TO EXPEND ADVANCE
 (IF GRANTED).

(Here state fully the purpose to which the Advance
 is to be applied.)

	Description	Value	£	s.	d.
Buildings					
Fencing					
Clearing					
Purchase of Implements					
Purchase of Seed or Stock					
Payment of Debts					
Any other purpose					
Total	£		

ALL THE FOLLOWING QUESTIONS MUST BE ANSWERED,
 OTHERWISE THE APPLICATION WILL BE RETURNED.

If not insured, do you wish the Board to arrange the
 insurance and deduct the premium from your advance?

Are all rents and fees due on land paid to date?

Have you complied with all the conditions of licence or
 lease?

Are all improvements in good condition, and clear of
 liability?

Are the buildings insured? If so, state name of company
 and amount.

How many rooms does your house contain?

How long has it been erected? Do you reside in it?

Have you any other place of abode? If so, where?

Have you been granted any advance for Wire Netting,
 Seed Wheat, Bush Fires Loan, Flood Relief, or other
 purposes? If so, give particulars.

Have you obtained loans from persons other than above?

What other liabilities (if any) have you in addition to
 those above stated or shown on next page?

What other land (if any) do you hold? Allotment
 Section Parish

SCHEDULE OF IMPROVEMENTS REFERRED TO IN ANNEXED DECLARATION.

FENCING.			Total Cost.			+ Liabilities.		
Description thereof.	No. of Chains.	Cost per Chain.	£	s.	d.	£	s.	d.
If wire, No. of wires and gauge No. of posts and droppers per chain Other class of fencing								
What is Municipal Valuation of land?								
State Annual Rental Value								
Who are the occupiers of the adjoining lands?								
Have you arranged with occupiers of adjoining lands for payment of any portion of the dividing fences?								
CULTIVATION. *								
Number of Acres Ploughed and Cultivated	Cost per Acre of Planting.	Nature of Crop.						
CLEARING.								
Number of Acres Cost per Acre, £	Nature of Clearing, Grubbing Trees, Removing Stones, &c.							
Has this area been included under the heading "CULTIVATION?"								
BUILDINGS.								
Description.	Dimensions.	Materials.						
Dwelling Farm buildings								
WATER STORAGE.								
	Capacity.	Permanency.						
Tank Well Dam								
Give particulars and cost of all other improvements.								
TOTAL COST OF IMPROVEMENTS			...	£				

NOTE.—* In filling up the column headed "Cultivation," it should be understood that only the cost of cultivating land for the existing crop should be stated. Repeated cultivation of the same piece of ground should not be included. Ploughing alone, without cropping the land, is not deemed to be an improvement.
† If all the improvements are not clear of liability, the amount owing must be shown opposite the improvements in question in the column marked "Liabilities."

DECLARATION BY LICENSEE OR LESSEE.

I, _____ of _____ being the holder of a licence to occupy the allotment previously specified, do solemnly and sincerely declare:—
lease
That the statements made in the foregoing Schedule and the answers given by me in reply to the questions hereto are true and correct in every particular.
And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of an Act of the Parliament of Victoria rendering persons making a false declaration punishable for wilful and corrupt perjury.

Signature _____

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

Special Note.

All questions must be answered and required particulars given otherwise the application will be returned
A plan of the land showing the Allotment, Section, and Parish must accompany the completed application
To prevent delay, any correspondence in regard to this application should be answered promptly.

SEVENTEENTH SCHEDULE.

Section 98, *Closer Settlement Act 1915.*

FORM OF CHARGE TO SECURE ADVANCE.

Parish— I, of in
 Allot.— consideration of the Lands Purchase and
 Section— Management Board having consented to
 Area— make an advance of £ on the security
 Date— of my Conditional Purchase Lease for the
 purpose of defraying the cost of
 do hereby 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 con-
 nexion 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 pounds per centum per
 annum, by equal yearly instalments, ex-
 tending over such period on the days ap-
 pointed, 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

EIGHTEENTH SCHEDULE.

LIEN ON CROPS (FORM I).

I, of being a lessee
 within the meaning of the *Closer Settlement Act 1915*, in
 consideration of the instalments either of purchase money
 or advances overdue by me under the said Acts amounting
 to the sum of £ which sum exceeds sixty per
 cent. of the unencumbered value of the improvements on
 the land held by me under the said Act, and being here-
 unto required by the Lands Purchase and Management
 Board (hereinafter called the Board), do hereby under and
 in pursuance of the *Closer Settlement Act 1915* give the
 Board a preferable lien to the extent of the sum of £
 (being the amount by which the said sum of £
 exceeds sixty per cent. of the unencumbered value of the
 improvements on the said land) and interest hereinafter
 mentioned over the produce of all crops to be harvested
 within months from the date hereof on my
 farm at containing acres
 roads and perches and being Allotment
 of Section Parish of County of
 It is agreed that the Board shall be
 entitled to interest at the rate of per centum per
 annum from the day of 19
 on the said sum of £ And it is further agreed that
 the said crops shall be harvested by me or at my expense
 and shall be delivered at to the order
 of the Board, and that the Board may sell or cause to be
 sold the produce of the said crops so delivered and retain
 the expenses of sale and the moneys due to the Board on
 this security from the proceeds of sale.

Dated the day of 19

Signature—

Witness—

Occupation—

Address—

EIGHTEENTH SCHEDULE.

LIEN ON CROPS (FORM II).

I, of in consideration
 of the sum of now due and owing
 by me to the Lands Purchase and Management Board
 of Melbourne in the State of Victoria (hereinafter called
 the Board), do hereby give the Board a preferable lien
 (to the extent of the said sum of £ and the interest
 hereinafter mentioned) over the produce of all crops to be
 harvested within from the date

of these presents on my farm at
 containing and being allotment
 of Section Parish of County of
 It is agreed that the Board shall be entitled to interest at
 the rate of Five pounds per centum per annum from the
 day of 19, on the sum of And
 it is further agreed that the said crops shall be harvested
 by me or at my expense and shall be delivered at
 to the order of the Board, and that the Board may sell
 or cause to be sold the said crops so delivered and retain
 the expenses of sale and the moneys due to it on this
 security from the proceeds of sale.

Dated this day of in the year of our
 Lord One thousand nine hundred and
 Signature—

Witness—

Occupation—

Address—

NINETEENTH SCHEDULE.

REQUEST FOR ENTRY OF SATISFACTION ON LIEN ON CROPS.

In the matter of the lien on crops of
 to the Lands Purchase and Management Board.

The parties of the above-mentioned lien on crops, a
 copy of which document was received into the office of
 the Registrar-General of the State of Victoria, at Mel-
 bourne, on the day of A.D. 19
 and numbered hereby request that satisfaction be
 entered on same.

Dated the day of 19

Signature—

Witness to the signature of—

The common seal of the Lands Purchase and Man-
 agement Board was hereunto affixed this
 day of 19 in the presence of—
 Chairman.
 Secretary.

TWENTIETH SCHEDULE.

DISCHARGE OF CHARGE.

The Lands Purchase and Management Board being the
 proprietor of a charge number from
 of shown on Crown lease entered in the
 Register-book vol. fol. at the Office of Titles
 doth hereby acknowledge the receipt of all principal
 interest and other moneys due and secured under or by
 virtue of the said charge and doth hereby discharge the
 said h executors administrators and transferees
 and also the land described in the said charge from the
 whole of the principal interest and other moneys secured
 or intended to be secured thereby and from all actions
 suits claims and demands whatsoever thereunder.

Dated the day of 19

The common seal of the Lands Purchase and Man-
 agement Board was hereunto affixed in the pre-
 sence of—

Chairman.
 Secretary.

TWENTY-FIRST SCHEDULE.

Section 102, *Closer Settlement Act 1915.*

CONDITIONAL PURCHASE LEASEHOLD.

Victoria.

MORTGAGE.

I (hereinafter called the
 "Mortgagor ") being registered as the proprietor of a
 Leasehold Estate for from the
 day of One thousand nine hundred and
 in the land hereinafter described subject to the encum-
 brances notified hereunder in consideration of the sum of
 advanced to me by the Lands Purchase
 and Management Board (hereinafter called the "Board")
 Do hereby covenant with the Board and its transferees

Firstly.—To pay to the Board or its transferees on account of the said the principal sum of _____ and interest thereon or on so much thereof as shall from time to time remain owing and unpaid hereunder computed from the _____ day of _____ 19 at the rate of Five pounds per centum per annum the equal half-yearly instalments of _____ each on every _____ day of the months of _____ and _____ in each year up to and inclusive of the _____ day of the month of _____ which will be in the year One thousand nine hundred and _____ and on the _____ day of the month of _____ which will be in the year One thousand nine hundred and _____ the balance which shall then be owing and unpaid on account of the principal interest and other moneys intended to be hereby secured. Provided always and it is hereby agreed and declared that the Board shall and will appropriate and apply each half-yearly instalment as and when received by the Board as aforesaid firstly in payment or satisfaction of interest at the rate of Five pounds per centum per annum upon the said principal sum or the balance thereof which shall be due and owing during the half-year ending with the due date for payment of such instalment or sum and secondly in or towards payment or reduction of the principal moneys for the time being remaining due and owing hereunder.

And I do hereby for myself my heirs executors and administrators covenant with the Board and its transferees.

Secondly.—That I will forthwith insure from loss or damage by fire all buildings and improvements on the said land with the Board for such amount or amounts as shall from time to time be fixed by the Board and as long as any money advanced hereunder or any interest thereon is owing or unpaid will keep the buildings and improvements for the time being on the said land insured from loss or damage by fire with the Board (to an amount which shall be fixed or determined by the Board from time to time).

Thirdly.—That the hereinbefore referred to lease is now a valid subsisting lease of the premises referred to in it and is in no wise void or voidable.

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.

Fifthly.—That 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 in accordance with the *Closer Settlement Act 1915* and will observe and perform all and every the covenants and conditions in the said lease contained on the part of the lessee by my executors administrators and transferees to be observed and performed.

Sixthly.—That I my executors administrators or transferees will upon being requested so to do by the Board 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 or my transferees under and by virtue of such grant or grants to the Board 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 Board 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 Board or its transferees at my expense or that of my executors administrators or transferees.

Seventhly.—That I and 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 Board 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 Board and its transferees or any of them to the said lands or any part thereof pursuant to this instrument as shall by the Board 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 Board 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 Board or its transferees by

the *Transfer of Land Act 1915* or by this instrument or which the Board 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 this Mortgage from the time of the same respectively being incurred and shall carry interest at the rate aforesaid from such time until payment thereof.

Provided always and it is hereby agreed and declared that thirty days shall be and are hereby fixed as the period of time for which the default mentioned in the 146th section of the said *Transfer of Land Act 1915* must be continued previously to the service of the notice in the said section mentioned and that thirty 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 148th section of the said *Transfer of Land Act 1915* 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 Board 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 1915* 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 anywise prejudice or affect the right of the Board or its transferees or any of them under or by virtue of any of the provisions of the *Transfer of Land Act 1915* but that the Board 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 the Lease or Leases 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 Board or its transferees during the continuance of this security.

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 Board 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 the surface and down to a depth of _____ feet below the surface of _____ 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 _____ in the presence
 of—

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

Member.
 Secretary.

Encumbrances referred to.

TWENTY-SECOND SCHEDULE.

Section 105, *Closer Settlement Act 1915*.

STOCK MORTGAGE.

This Indenture made the _____ day of _____
 One thousand nine hundred and _____ Between
 _____ (hereinafter designated "the
 Mortgagor") of the one part and the Lands Purchase

and Management Board of the Treasury Buildings Melbourne (hereinafter designated "the Board") of the other part Witnesseth that in consideration of the sum of _____ lent advanced and paid by the Board to the Mortgagor the receipt whereof the Mortgagor do hereby acknowledge the Mortgagor do by these presents bargain sell assign and transfer unto the Board and its assigns All and Singular the live stock of the Mortgagor particularly mentioned described or set forth in the Schedule hereunder written Together with the present and future progeny and increase of the said live stock And all the right title and interest of the Mortgagor of in and to the premises To have hold receive and take the said live stock and premises unto and by the Board and its assigns absolutely Subject Nevertheless to with and under the several powers provisos and declarations hereinafter contained that is to say Provided always that these presents are upon the express condition that if the Mortgagor _____ executors or administrators shall on the _____ day of _____ One thousand nine hundred and _____ well and truly pay to the Board or its assigne the said sum of _____ with interest thereon in the meantime at the rate of _____ per centum per annum and payable on _____ with all other moneys which may become due owing or payable by the Mortgagor _____ to the Board and all interest due or payable in respect thereof without any abatement whatsoever then and in such case these presents and everything herein contained shall cease and be void and thereupon the Board or its assigns shall and will at the request and cost of the Mortgagor _____ executors administrators and assigns sign and give such receipt or memorandum of satisfaction of the moneys hereby secured as shall be reasonable and proper Provided also and it is hereby agreed and declared that if default shall be made in payment by the Mortgagor _____ executors or administrators of the said sum of _____ and of any further or other moneys due owing or payable as aforesaid or the interest thereon or of any part thereof respectively as aforesaid on the days and at the times appointed for payment thereof respectively or in case the Mortgagor _____ executors or administrators shall commit a breach of any or either of the covenants hereinafter contained and on _____ and _____ part to be observed and performed or in case the Mortgagor shall die or become insolvent or shall assign _____ estate and effects for the benefit of _____ creditors or have any execution issued out of any Court against _____ estate or effects then and in either of the said cases it shall and may be lawful for and the Board and its assigns or any of them or the servants or agents of any of them are hereby licensed authorized and empowered immediately thereupon or at any time or times thereafter without any further consent or privity of the Mortgagor _____ executors or administrators to enter into and upon any farms lands station run and premises wherein the said live stock issue and premises or any of them respectively shall be depasturing and to take possession of and if necessary to remove the same and then or at any future time or times to sell and dispose of the same by public auction or private contract at such place or places and in such lots and upon and under such terms and conditions and generally in such manner in all respects as the Board or its assigns shall deem most advantageous with power to allow any time or times for the payment of the whole or any part of the purchase money and either with or without taking any security for the same And also with power to execute do and perform all such assignments deliveries acts matters and things for effectuating any such sale or sales as may be necessary or proper And it is hereby agreed by and between the said parties and the Mortgagor do hereby declare and direct that the Board or its assigns shall hold and be possessed of the moneys to arise from such sale or sales as aforesaid Upon trust thereout in the first place to pay deduct and satisfy the costs and expenses of making and carrying into effect such sale or sales and incidental thereto including the costs and expenses which shall be incurred in and about seizing taking possession mustering removal care feeding management and sale of the said live stock issue and premises respectively and all other costs and expenses incidental to the execution of the powers herein contained or which shall be occasioned by the non-payment of all or any part of the moneys hereby secured And in the next place to pay retain and satisfy the said sum of _____ and all other moneys which may be due owing or payable by the Mortgagor _____ to the Board and all costs charges and expenses which shall have been incurred by reason of the non-payment thereof or any part thereof together with interest thereon respectively at the rate aforesaid and subject to the several payments and deductions aforesaid to pay the residue or surplus (if any) of the said sale moneys unto the Mortgagor _____ executors, administrators or assigns Provided always and it is hereby further agreed and declared by and between the said

parties hereto that the receipt or receipts of the Board or its assigne for the moneys to arise from such sale or sales or for any other moneys payable by virtue of these presents shall effectually discharge the purchaser or purchasers or other the person or persons paying the same therefrom and no person or persons taking such receipt shall be obliged to see to the application of the moneys therein expressed to have been received nor be answerable or accountable for the loss misapplication or non-application thereof nor be bound to inquire whether such default as aforesaid shall have been made or otherwise into the regularity of any such sale or sales And the Mortgagor for _____ heirs executors and administrators do hereby covenant with the Board and its assigns in manner following (that is to say) That _____ the Mortgagor _____ executors or administrators shall and will well and truly pay or cause to be paid on the respective days appointed for payment thereof to the Board or its assigns the said sum of _____ Together with interest thereon in the meantime and so long as any moneys shall remain due on the security hereof at the rate and times aforesaid And that _____ the Mortgagor _____ executors or administrators shall and will brand or mark _____ the said live stock hereby assigned and the increase and progeny thereof with the brand or mark _____ or with some other brand or mark or other distinguishing mark different from the brand or mark of any live stock so that the live stock issue and increase hereby assigned or intended so to be may be easily identified And the Mortgagor for _____ executors and administrators doth hereby give and grant to the Board and its assigns full liberty licence and authority at any time during the continuance of this security to enter into and upon the said farm lands station run or premises wherein or whereon the said stock are for the time being depasturing to view and inspect the same And for the better enabling the Board and its assigns in such inspection shall and will on receiving seven days previous notice in writing from the Board or its assigns so to do muster the said stock in some convenient place on the said farm lands station run or premises In witness whereof the Mortgagor hath hereunto set his hand and seal and the Board hath hereunto set its common seal the day and year first before written.

The Schedule hereinbefore referred to contains particulars of the number and descriptions of the said live stock so far as the same are at present known and the brand or other distinctive mark and the Closer Settlement Allotments or places where the same are depasturing as also the name of the lessee or occupier.

Signed Sealed and Delivered by the said _____ in the presence of—

The Common Seal of the Lands Purchase and Management Board was hereto affixed in the presence of—

Member.
Secretary.

TWENTY-THIRD SCHEDULE.

DISCHARGE OF STOCK MORTGAGE.

The Lands Purchase and Management Board being the Mortgagee under the Stock Mortgage within registered in the Office of the Registrar-General No. _____ A.D. 19 _____ Doth hereby acknowledge the receipt of all principal interest and other moneys due and secured under or by virtue of the said mortgage and Doth hereby discharge the within-named _____ executors administrators and assigns and also the stock described or referred to within from the whole of the principal interest and other moneys secured or intended to be secured thereby and from all actions suits claims and demands whatsoever thereunder.

Dated the _____ day of _____ 19 _____

The Common Seal of the Lands Purchase and Management Board was hereunto affixed in the presence of—

Member.
Secretary.

TWENTY-FOURTH SCHEDULE.

Section 99, Closer Settlement Act 1915.

FORM OF AGREEMENT BETWEEN THE BOARD AND A MUNICIPALITY.

This indenture made the _____ day of _____ 19 _____ between the Lands Purchase and Management Board (hereinafter called "the Board") of the one part and the _____ Councillors and _____ of the _____ (hereinafter called "the Municipality") of the other part. Whereas the _____ estate situated in the said _____ has been acquired by the Board for the purpose of Closer Settlement.

And whereas the expenditure of a sum of _____ is necessary to provide for the road formation and channeling to or on the said estate particulars of which works are specified in the schedule hereto.

And whereas in pursuance of the power contained in section 99 of the *Closer Settlement Act 1915* and of every other power in that behalf them or either of them enabling the Board and the Council of the Municipality have (subject to there being first obtained the approval of the Minister of Lands to the agreement hereinafter contained and the certificate of the Secretary for Public Works to the projected work and estimate of expenditure) agreed that the Board shall out of the Closer Settlement Fund advance to the said Council the sum necessary to carry out the said works, that is to say the sum of _____ upon the terms and subject to the conditions for the repayment thereof by the said Council to the Board hereinafter appearing.

And whereas the approval of the Minister of Lands to the said agreement and the certificate of the Secretary for Public Works to the projected works and estimates of expenditure have been obtained.

Now this indenture witnesseth as follows:—

1. In pursuance of the said agreement and in consideration of the sum of _____ to be advanced in instalments to the Treasurer of the Municipality the Municipality hereby covenants with the Board to pay the Board the said sum of _____ together with interest thereon at the rate of Five pounds per centum per annum computed from the first day of _____ by equal instalments of principal and interest combined of _____ each whereof the first shall be paid on the _____ day of _____ 19____, and a like instalment shall be paid on every subsequent day of _____ and _____ day of _____ until the said instalments shall have been paid. And that if default be made in payment of any such instalment on the day fixed for payment thereof and such default continue for thirty-one days thereafter the Municipality will pay interest on the whole amount of such instalment at the rate of Five pounds (£5) per centum per annum from the day fixed for payment until payment.

2. In further pursuance of the said agreement and for the consideration aforesaid and with such approval as aforesaid the Municipality in exercise of every or any power enabling them in this behalf hereby declare and also agree with the Board that the sum required for providing for the payment of the said principal sum and interest in accordance with the covenant on the part of the Municipality hereinbefore contained shall be a charge on the municipal fund and annual income of the Municipality and on all other funds rates and moneys (if any) which the Municipality are authorized to charge for securing the repayment of money borrowed by them as aforesaid and the Municipality hereby charge all the aforesaid funds income rates and money with the payment in manner hereinbefore provided of the said sum of £____ or such part thereof as shall for the time being remain unpaid together with all interest due under these presents.

Provided always and it is hereby agreed and declared that the Municipality may at any time upon giving to the Board three months' notice in writing of its intention to do so pay off the whole or any part of the moneys secured or intended to be secured hereunder.

In witness hereof the Board and the Municipality have hereunto set their common seals.

Schedule

(Specify particulars of works).

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

Chairman.

Secretary.

The common seal of the _____ Councillors and _____ of the _____ was hereunto affixed by authority of the Council of such _____ in the presence of _____

Councillors.

TWENTY-FIFTH SCHEDULE.

CROWN GRANT UNDER THE PROVISIONS OF SECTION 93 OF THE "CLOSER SETTLEMENT ACT 1915."

Entered in the Register Book,

Vol. _____ Fol. _____

Assistant Registrar of Titles.

George V., by the Grace of God of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas King Defender of the Faith Emperor of India To all to whom these presents shall come Greeting: Whereas in conformity with the requirements of section 93 of the *Closer Settlement Act 1915* the Governor in Council of our State of Victoria has in consideration of the sum of _____

(the price fixed by the Lands Purchase and Management Board under the said Act in accordance with the terms of the said Act) sold in fee simple as a site for a _____

the surface and down to the depth of _____ feet below the surface of the land hereinafter described the same being portion of certain land heretofore acquired under the provisions of the Closer Settlement Acts Now know ye that in consideration of the said sum having been duly paid We in consideration of the same and in pursuance of the *Closer Settlement Act 1915* do hereby grant unto _____

h _____ heirs and assigns as a site for a _____ so much and such parts as lie above the depth of _____ feet below the surface of all that piece of land in the said State containing _____

delineated with the measurements and abutments thereof in the map drawn in the margin of these presents and therein coloured yellow Provided nevertheless that the grantee shall be entitled to sink wells for water and to _____

the use and enjoyment of any wells or springs of water upon or within the boundaries of the said land for any and for all purposes as though he held the land without limitation as to depth Excepting nevertheless unto us our heirs and successors all gold and silver and auriferous and argentiferous earth and stone and all mines seams lodes and _____

deposits containing gold silver copper tin antimony coal and other metals and minerals and mineral ores in upon or under or within the boundaries of the land hereby granted And also reserving to us our heirs and successors free liberty and authority for us our heirs and successors and our and their licensees agents and servants at any time or times hereafter to enter upon the said land and to search and mine therein for gold silver copper tin antimony coal and all other metals and minerals and mineral ores and to extract and remove therefrom any gold silver and any auriferous and argentiferous earth or stone copper tin antimony coal and other metals and minerals and mineral ores and to search for and work dispose of and carry away the gold silver copper tin antimony coal metals minerals and their ores lying in upon or under the land hereby granted and for the purposes aforesaid to sink shafts make drives erect machinery and to carry on any works and do any other things which may be necessary or usual in mining and with all other incidents that are necessary to be used for the getting of the said gold silver copper tin antimony coal and other metals and minerals and mineral ores and the working of all mines seams lodes and deposits containing gold silver copper tin antimony coal and other metals and minerals and mineral ores in upon or under the land hereby granted To hold unto the said _____

h _____ heirs and assigns for ever

Provided always and We do hereby expressly declare that this Our Grant is made and shall be subject to the express conditions following (that is to say) Firstly that neither the land hereby granted nor any buildings for the time being thereon shall at any time hereafter unless with the previous consent of the Governor of Our said State in Council first had and obtained be used or maintained except as and for a _____ and offices and conveniences connected therewith and for no other purpose whatsoever and Secondly that the land hereby granted shall not be subdivided except in accordance with a design approved by the Lands Purchase and Management Board of Our said State and that in the event of the owners for the time being of such land and the said Board not agreeing to a design the said Board shall be at liberty to repurchase such land at the price at which it was sold by the Governor in Council.

Provided further that the said land is and shall be subject to be resumed for mining purposes under section 168 of the *Land Act 1915* And provided also that the said land is and shall be subject to the right of any person being the holder of a miner's right or of a licence to search for metals or minerals or of a mining or mineral lease

to enter therein and to mine for gold silver copper tin antimony coal and other metals and minerals and mineral ores and to erect and to occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those on which the holder of a miner's right or of a mining or mineral lease had at the date of these presents the right to mine for gold and silver in and upon Crown lands Provided that compensation shall be paid to the said

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

Dated the _____ day of _____ in the year of our Lord One thousand nine hundred _____ being the day the person herein named became entitled to this Grant.

In testimony whereof we have caused this our Grant to be sealed at Melbourne with the Seal of the said State. Witness our trusty and well-beloved _____ Governor in and over the said State of Victoria and its Dependencies in the Commonwealth of Australia.
(t.s.)

TWENTY-SIXTH SCHEDULE.

CROWN GRANT UNDER THE PROVISIONS OF SECTION 111 OF THE "CLOSER SETTLEMENT ACT 1915."

Entered in the Register Book,
Vol. _____ Fol. _____

Assistant Registrar of Titles.

George V., by the Grace of God of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas King Defender of the Faith Emperor of India To all to whom these presents shall come Greeting: Whereas in conformity with the laws relating to the alienation (otherwise than by the same being taken up under a conditional purchase lease) of lands in our State of Victoria acquired for closer settlement the person hereinafter named ha _____ in consideration of the sum of _____ which sum has been duly paid become entitled to a grant in fee-simple of the surface and down to the depth of _____ feet below the surface of the land hereinafter described Now know ye that in consideration of the sum so paid and in pursuance of the laws made in that behalf We do hereby grant unto

h heirs and assigns so much and such parts as lie above the depth of _____ feet below the surface of all that piece of land in the said State containing

delineated with the measurements and abutments thereof in the map drawn in the margin of these presents and therein coloured yellow Provided nevertheless that the grantee shall be entitled to sink wells for water and to the use and enjoyment of any wells or springs of water upon or within the boundaries of the said land for any and for all purposes as though he held the land without limitation as to depth: Excepting nevertheless unto us our heirs and successors all gold and silver and auriferous and argentiferous earth and stone and all mines seams lodes and

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

deposits containing gold silver copper tin antimony coal and other metals and minerals and mineral ores in upon or under or within the boundaries of the land hereby granted: And also reserving to us our heirs and successors free liberty and authority for us our heirs and successors and our and their licensees agents and servants at any time or times hereafter to enter upon the said land and to search and mine therein for gold silver copper tin antimony coal and all other metals and minerals and mineral ores and to extract and remove therefrom any gold silver and any auriferous and argentiferous earth or stone copper tin antimony coal and other metals and minerals and mineral ores and to search for and work dispose of and carry away the gold silver copper tin antimony coal metals minerals and their ores lying in upon or under the land hereby granted and for the purposes aforesaid to sink shafts make drives erect machinery and to carry on any works and do any other things which may be necessary or usual in mining and with all other incidents that are necessary to be used for the getting of the said gold silver copper tin antimony coal

and other metals and minerals and mineral ores and the working of all mines seams lodes and deposits containing gold silver copper tin antimony coal and other metals and minerals and mineral ores in upon or under the land hereby granted To hold unto the said

h heirs and assigns for ever _____: Provided always that the said land is and shall be subject to be resumed for mining purposes under section 168 of the Land Act 1915 And provided also that the said land is and shall be subject to the right of any person being the holder of a miner's right or of a licence to search for metals or minerals or of a mining or mineral lease to enter therein and to mine for gold silver copper tin antimony coal and other metals and minerals and mineral ores and to erect and to occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those on which the holder of a miner's right or of a mining or mineral lease had at the date of these presents the right to mine for gold and silver in and upon Crown lands Provided that compensation shall be paid to the said h heirs executors administrators assigns or transferees by such person for surface damage to be done to such lands by reason of mining thereon such compensation to be determined as provided for the time being by law for the case of land resumed for mining purposes and the payment thereof to be a condition precedent to such right of entry.

Dated the _____ day of _____ in the year of our Lord One thousand nine hundred _____ being the day the person herein named became entitled to this Grant.

In testimony whereof we have caused this our Grant to be sealed at Melbourne with the Seal of the said State. Witness our trusty and well-beloved _____ Governor in and over the said State of Victoria and its Dependencies in the Commonwealth of Australia.
(t.s.)

TWENTY-SEVENTH SCHEDULE.

CROWN GRANT SUBJECT TO THE PROVISIONS OF SECTION 113 OF THE CLOSER SETTLEMENT ACT 1915.

Entered in the Register Book,
Vol. _____ Fol. _____

Assistant Registrar of Titles.

George V., by the Grace of God of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas King Defender of the Faith Emperor of India To all to whom these presents shall come greeting Whereas in conformity with the laws relating to the alienation of lands in our State of Victoria acquired for closer settlement and proclaimed a township under the Land Acts the person hereinafter named ha _____ in consideration of the sum of _____ which sum has been duly paid become entitled to a grant in fee simple of the surface and down to a depth of _____ feet below the surface of the land hereinafter described Now know ye that in faith that he does not thereby infringe the prohibition contained in section 113 of the Closer Settlement Act 1915 against any person becoming the purchaser or acquiring in fee simple more than two allotments of any land acquired by the Crown for closer settlement and proclaimed a township under the Lands Acts (which the allotment hereby granted is one) and in consideration of the sum so paid and in pursuance of the laws made in that behalf We do hereby grant unto

h heirs and assigns so much and such parts as lie above the depth of _____ feet below the surface of

All that piece of land in the said State containing delineated with the measurements and abutments thereof in the map drawn in the margin of these presents and therein coloured yellow Provided nevertheless that the grantee shall be entitled to sink wells for water and to the use and enjoyment of any wells or springs of water upon or within the boundaries of the said land for any and for all purposes as though he held the land without limitation as to depth Excepting nevertheless unto Us Our heirs and successors all gold and silver and auriferous and argentiferous earth and stone and all mines seams lodes and deposits containing gold silver copper tin antimony coal and other metals and minerals and mineral ores in upon or under or within the boundaries of the land hereby granted And also reserving to Us Our heirs and successors free liberty and authority for Us Our heirs and successors and Our and their licensees agents and servants at any time or times hereafter to enter upon the said land and to search and

mine therein for gold silver copper tin antimony coal and all other metals and minerals and mineral ores and to extract and remove therefrom any gold silver and any auriferous and argentiferous earth or stone copper tin antimony coal and other metal and minerals and mineral ores and to search for and work dispose of and carry away the gold silver copper tin antimony coal metals minerals and their ores lying in upon or under the land hereby granted and for the purposes aforesaid to sink shafts make drives erect machinery and to carry on any works and to do any other things which may be necessary or usual in mining and with all other incidents that are necessary to be used for the getting of the said gold silver copper tin antimony coal and other metals and minerals and mineral ores and the working of all mines seams lodes and deposits containing gold silver copper tin antimony coal and other metals and minerals and mineral ores in upon or under the land hereby granted To hold unto the said h heirs and assigns for ever

Provided always that it is an express condition of this Grant that no person or persons or corporation or corporations for the time being beneficially entitled hereunder shall purchase or otherwise acquire or hold as beneficial owner either in his her its or their own name or names or in the name or names of any other person or persons or corporation or corporations the fee-simple of more than two allotments of any land acquired by the Crown for closer settlement and proclaimed a township under the Land Acts and that in the event of any such person or persons or corporation or corporations becoming the beneficial owner of any such allotment in excess of two the estate or interest of such person or persons or corporation or corporations either in the land hereby granted or in the allotment or allotments so purchased acquired or held in excess of two (as the Governor of Our said State of Victoria for the time being in Council may elect) shall be liable to be forfeited which forfeiture may be enforced

on behalf of Us Our heirs or successors by action or proceeding in the Supreme Court without the necessity of any inquisition of office And provided further that the land hereby granted is and shall be subject to be resumed for mining purposes under section 168 of the Land Act 1915 And provided also that the said land is and shall be subject to the right of any person being the holder of a miner's right or of a licence to search for metals or minerals or of a mining or mineral lease to enter therein and to mine for gold silver copper tin antimony coal and other metals and minerals and mineral ores and to erect and to occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those on which the holder of a miner's right or of a mining or mineral lease had at the date of these presents the right to mine for gold and silver in and upon Crown lands Provided that compensation shall be paid to the said h heirs executors administrators assigns or transferees by such person for surface damage to be done to such lands by reason of mining thereon such compensation to be determined as provided for the time being by law for the case of land resumed for mining purposes and the payment thereof to be a condition precedent to such right of entry.

Dated the day of in the year of our Lord One thousand nine hundred and being the day the person herein named became entitled to this Grant.

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

(L.S.)

And the Honourable W. Hutchinson, His Majesty's Commissioner of Crown Lands and Survey, shall give the necessary directions herein accordingly.

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