



[1715]

VICTORIA GOVERNMENT GAZETTE.

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[1918.]

REGULATIONS UNDER THE DISCHARGED SOLDIERS SETTLEMENT ACT 1917.

At the Executive Council Chamber, Melbourne, the fourth day of June, 1918.

PRESENT :

His Excellency the Governor of Victoria.

Mr. Lawson
Mr. McPherson

Mr. Robertson
Mr. Campbell.

WHEREAS by Section 39 of the *Discharged Soldiers Settlement Act 1917* power is given to the Governor in Council from time to time to make regulations for the various purposes therein specified : Now therefore His Excellency the Governor of the State of Victoria in the Commonwealth of Australia, acting by and with the advice of the Executive Council of the said State, doth hereby make the Regulations following :—

Discharged Soldiers Settlement Act 1917.

REGULATIONS.

PART 1.

PRELIMINARY.

1. These Regulations may be cited as the "Discharged Soldiers Settlement Regulations 1918," and are divided into Parts and Divisions as follows :—

Part 1.—Preliminary, 2–6.

Part 2.—Applications for Qualification Certificates, 7–9.

Part 3.—Division 1.—Applications for Land, 10–14.

Division 2.—Discharged Soldiers Settlement Inquiry Board, 15.

Part 4.—Advances to Discharged Soldiers, 16–22.

Part 5.—Insurance, 23–24.

Part 6.—Leases and Crown Grants, 25–28.

Part 7.—General, 29–30.

Sec. 2.
Act 2916.

2. For the purposes of these Regulations, unless the context be inconsistent therewith, the words "Board," "Crown land," "dependant," "discharged soldier," "prescribed," "Regulations" shall have the respective meanings assigned to them in Section 2 of the *Discharged Soldiers Settlement Act 1917*, and the word "Minister" shall mean the responsible Minister of the Crown for the time being administering the *Discharged Soldiers Settlement Act 1917*.

3. In these Regulations 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.

4. Unless inconsistent with the provisions of the *Discharged Soldiers Settlement Act 1917* or with these Regulations, all Regulations under the *Closer Settlement Act 1915* and the *Land Act 1915* or any Acts relating to Crown lands shall, as the case requires, apply to land disposed of under the *Discharged Soldiers Settlement Act 1917*.

5. Notwithstanding anything contained in the Regulations under the Land Acts or *Closer Settlement Act 1915*, no fee shall be charged for certificate of registration of application or preparation of lease under the *Discharged Soldiers Settlement Act 1917*.

6. Notwithstanding anything contained in the Regulations under the Land Acts, the fee payable for the survey of land applied for under the *Discharged Soldiers Settlement Act 1917* may be paid in equal amounts with each of the first twelve instalments of rent or purchase money under the lease.

PART 2.

APPLICATIONS FOR QUALIFICATION CERTIFICATES.

Sec. 8.
Sub-sec. (1)
Act 2916.

7. Every discharged soldier desiring to acquire land under the provisions of the *Discharged Soldiers Settlement Act 1917* shall first apply to the Qualification Committee specified in Section 8 of the said Act and obtain from such Committee a Qualification Certificate.

8. Every application by a discharged soldier for a Qualification Certificate shall be made in the form prescribed in Schedule "A" hereto.

9. Every Qualification Certificate granted by the Committee shall be in the form prescribed in Schedule "B" hereto.

PART 3.

DIVISION 1.

APPLICATIONS FOR LAND.

Sec. 8.
Sub-sec. (2).
Act 2916.

10. Every application by a discharged soldier for land under the *Discharged Soldiers Settlement Act 1917* shall be accompanied by a Qualification Certificate, and shall be in the form prescribed in Schedule "C" hereto.

Sec. 138,
C.S. Act.
Sec. 22,
Act 2916.
Sec. 25, L.A.

11. Every application by a discharged soldier for land shall be dealt with by a Discharged Soldiers Settlement Inquiry Board, which shall submit, as hereinafter provided, its recommendation to the Minister or the Board, as the case requires.

12. Upon approval of an application by a discharged soldier for land under the *Discharged Soldiers Settlement Act 1917*, a permit to occupy such land shall be issued in the form prescribed in Schedule "D," "E," or "F" hereto, as the case requires.

Sec. 18.
Act 2916.

13. Any discharged soldier—

(a) to whom the interest in a conditional purchase lease under the Land Acts or the *Closer Settlement Act 1915* has been duly transferred or assigned; or

(b) who is a lessee under the Land Acts or the *Closer Settlement Act 1915*

who desires to obtain the privileges conferred by the *Discharged Soldiers Settlement Act 1917* on discharged soldiers shall apply to the Board in the form prescribed in Schedule "G" hereto.

14. The owner of any block included in any agreement under Section 20 of the *Closer Settlement Act 1915* shall, before the acquisition thereof by the Board, supply to the Board, in the form prescribed in Schedule "H" hereto, a statutory declaration that he has not received any consideration from the returned soldier or any other person whatsoever nor agreed to accept any compensation or payment in respect of the land referred to except the amount set forth in such agreement, and the discharged soldier shall also supply to the Board, in the form prescribed in Schedule "I," a statutory declaration that he has not paid, nor agreed to pay, nor will he at any future time agree to pay, any consideration to the owner of the block or any other person except as provided in such agreement.

DIVISION 2.

DISCHARGED SOLDIERS SETTLEMENT INQUIRY BOARD.

Sec. 22,
Act 2916.

15. Every Discharged Soldiers Settlement Inquiry Board shall deal with all applications for land and any other matters referred to it for consideration by either the Minister or the Lands Purchase and Management Board. Such Inquiry Board shall report immediately after its sitting to either the Minister or the Lands Purchase and Management Board (as the case may be) its recommendations on the matters referred to it, together with the minutes of evidence taken (if any), accompanied by any objections lodged with it after its sitting.

PART 4.

ADVANCES TO DISCHARGED SOLDIERS.

Secs. 9 and 10,
Act 2916.

16. Every application for an advance by a discharged soldier shall be made in the form prescribed in Schedule "J" hereto.

17. The Board may make advances in money to the discharged soldier or may issue in the form prescribed in Schedule "K" hereto an order or orders, on production of which the discharged soldier may obtain goods, stock, implements, seeds, plants, trees, and such other things necessary for the successful

occupation and cultivation of the land to the value set out in such order or orders, and payment will be made by the Board to the vendors on production of such order or orders, with a detailed invoice of the articles supplied and delivery receipt signed by the discharged soldier. In cases where indicated on the Board's order the approval of the person or persons appointed to inspect and approve of the purchases shall also be forwarded to the Board before payment is made.

18. All such advances shall be repayable within twenty years or such lesser term as may be fixed by the Board from the date of the payments by the Board in connexion with the advance and the interest thereon (at the rates determined by the Minister, based on the provisions of Section 14 (a) of the Act) shall be payable in monthly, quarterly or half-yearly instalments, as may be determined upon by the Board.

19. The form of charge to be given as security for the advance shall be in the form prescribed in Schedule "L" hereto, and shall be registered at the Office of Titles, and such registration shall be indorsed on the title issued for the land. Sec. 11,
Act 2916.

20. The hire purchase agreement under which any materials, implements, live stock (including pigs and poultry) the subject thereof remain the property of the Board until the moneys advanced thereon, together with interest thereon, are paid, shall be in the form or to the effect prescribed in Schedule "M" hereto.

21. The preferable lien on crop taken as security for an advance made to a discharged soldier who is a party to a share-farming agreement shall be in the form prescribed in Schedule "N" hereto. Such share-farming agreement shall be in the form required by the Board, and shall be signed in triplicate, and the Board's approval shall be indorsed thereon. Sec. 34,
Act 2916.

22. No advance shall be made under the provisions of the *Discharged Soldiers Settlement Act 1917* to a discharged soldier who has obtained land under Section 5 of the said Act. Sec. 5,
Act 2916.

PART 5.

INSURANCE.

23. Every discharged soldier who obtains land and advances under the *Discharged Soldiers Settlement Act 1917* shall insure all buildings and fences to their full insurable value with the Board.

24. If such discharged soldier at any time fails or neglects to duly pay any premium due, it shall be lawful for the Board to pay such premium, and every such premium paid by the Board shall be payable by and may be recovered from the discharged soldier in the same manner as instalments of purchase money.

PART 6.

LEASES AND CROWN GRANTS.

25. Selection Purchase Leases for land disposed of under the provisions of the *Discharged Soldiers Settlement Act 1917* shall be in the form prescribed in Schedules "P" and "Q" hereto, and shall be subject to such other exceptions, reservations, covenants, and conditions as the Governor in Council may in any particular case direct.

26. Conditional Purchase Leases for land disposed of under the provisions of the *Discharged Soldiers Settlement Act 1917* shall be in the form prescribed in Schedules "R" and "S" hereto, and shall be subject to such other exceptions, reservations, covenants, and conditions as the Governor in Council may in any particular case direct.

27. Crown Grants under the provisions of Section 4 of the *Discharged Soldiers Settlement Act 1917* shall be in the form prescribed in Schedule "T" hereto, and shall be subject to such other exceptions, reservations, covenants, and conditions as the Governor in Council may in any particular case direct.

SPECIAL CONDITIONS.

28. In cases of land set apart for the purpose of being disposed of under the *Discharged Soldiers Settlement Act 1917* to discharged soldiers, regarding which it is desired that special conditions shall be inserted in the leases and Crown grants, the special conditions published in the *Government Gazette* at the time the land is made available shall apply and may be inserted in such leases and Crown grants.

PART 7.

GENERAL.

REPORT OF MUNICIPAL COUNCIL.

29. The report to the Board of the council of a municipality as to the condition of the settlement of the discharged soldiers within its municipal district shall be in the form prescribed in Schedule "O" hereto. Sec. 35,
Act 2916.

ANNUAL REPORT TO PARLIAMENT.

30. The Annual Report of the Minister to Parliament shall be accompanied by a Revenue Account and Balance-sheet showing transactions of the Board under the *Discharged Soldiers Settlement Act 1917*. Sec. 38,
Act 2916.

June 7, 1918

1716

Victoria Gazette

SCHEDULE "A."

Discharged Soldiers Settlement Act 1917.

APPLICATION FOR QUALIFICATION CERTIFICATE TO APPLY FOR CROWN LAND.

- (a) Insert name I, (a) hereby notify that I desire to obtain the necessary Qualification Certificate entitling me to apply for a holding under the
in full. Discharged Soldiers Settlement Act 1917. If such certificate be granted to me, the class of holding, area, and locality I
(b) Give full Postal Address. would prefer is :—
(c) For Dairy Farming. Class of Holding(c)
For Mixed Farming. Area
For Wheat Growing. Locality
For Poultry Raising.
For Fruit Growing.
For Pig Raising.
- In support of this application I have made the Statutory declaration within.

Signed this

day of

191

Signature

To the Secretary Qualification Committee,
Lands Department, Melbourne.

Received

Entered

Notice to attend

Date of Inquiry

DECISION.

Certificate Issued

DECLARATION BY APPLICANT.

I, of
do hereby solemnly and sincerely declare that I am the person making the application on the form herewith, and that the
replies to the questions hereinafter contained are true and correct in every particular.

Question.	Answer.
1. What is your age and height ?	
2. What is your Home State ?	
3. Of what Naval or Military Force were you a member ? Give Regimental Number and Battalion.	
4. Where did you enlist ?	
5. Give place of residence for twelve months prior to enlistment.	
6 Where did you serve ?	
7. What was— (a) Your length of service in such Force ? .. (b) The date of your discharge ? .. (c) The reason of your discharge ? .. (d) How long were you actually fighting ? .. (e) In what capacity did you serve ? .. (f) What was the nature of your casualty or illness ?	
8. What physical disabilities (if any) do you suffer from by reason of wounds or disease resulting from your Naval or Military Service ? State particulars as to loss of limb or faculty, or as to present condition of health ?	
9. What was your occupation prior to enlistment ? State period.	
10. What occupation have you followed since being dis- charged ?	
11. For what business or purpose do you intend to use the land for which you would apply ?	

SCHEDULE "A"—continued.

Question.	Answer.
12. What farming experience have you had? Give particulars.	
13. Have you any pension? If so, state amount	
14. What is the amount of capital at your disposal, whether in stock, cash, or other amounts? Give full particulars.	
15. Are you single, married, or a widower?	
16. Have you any dependants? Give particulars; also ages, sexes of any children.	
17. If married, has your wife any separate means? Explain fully.	
18. Has your wife had any experience in farm life? If so, what?	
19. Have you applied for a Qualification Certificate in this or any other State? If so, with what result? If refused, state the reason.	
20. Have you obtained or applied for an advance from the Repatriation Department or any State War Council? If so, state amount and purpose.	
21. If granted a certificate, do you intend applying for an advance? If so, state amount and show roughly on separate slip how you intend spending the money.	
22. What land (if any) do you hold or have an interest in?	

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

Signature of Applicant

Declared at
in the State of Victoria, this
day of 19 , before me—

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

I hereby certify that this declaration was read to the
declarant in my presence this
day of 191 .

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

* The Magistrate or Commissioner's signature is only required here in cases where the applicant is a marksman and can neither read nor write.

SCHEDULE "B."

Discharged Soldiers Settlement Act 1917.

CERTIFICATE OF QUALIFICATION TO APPLY FOR LAND.

Department of Lands and Survey,
Melbourne,

19 .

This is to certify that of who has
duly registered his desire to become an applicant for land set apart under the *Discharged Soldiers Settlement Act 1917*, and
who has written his signature at the foot hereof, appeared before this Committee on the day of 19 ,
and that the Committee is satisfied that he possesses the necessary qualification entitling him to apply for land.

Dated this day of 19

*Chairman of Committee appointed under
the Discharged Soldiers Settlement Act
1917.*

Signature of person to whom this Certificate applies

Witness to Signature

June 7, 1918

1720

Victoria Gazette

SCHEDULE "C."

Discharged Soldiers Settlement Act 1917.

APPLICATION FOR A LEASE.

I, _____ of _____ a discharged soldier being desirous of applying for land under the *Discharged Soldiers Settlement Act 1917*, and having obtained a Qualification Certificate, hereby apply for the allotment described hereunder, the same being land the intended alienation of which is governed by the provisions of the *Closer Settlement Act 1915* save, as otherwise provided by the Act first mentioned :—

Parish.	Allotment.	Section.	Area.	Classification—Capital Value.

I hereby make the following replies to the undermentioned questions, and am prepared to embody same in a statutory declaration at the Discharged Soldiers Settlement Inquiry Board :—

Questions.	Replies.
Have you previously held any land? If so, give full particulars.	
Do you hold or have you an interest in any land? If so, give full particulars of same.	
If married, does your wife hold or has she an interest in any land? If so, give full particulars.	
In the event of your application being successful, are you prepared to make your home on the land at once?	
If your application is successful, are you prepared to insure with the Board at their insurable value all buildings and fencing now on the land, or which may subsequently be placed on the land?	

Date / /19

Signature

DECLARATION TO BE MADE BY APPLICANT AT DISCHARGED SOLDIERS SETTLEMENT INQUIRY BOARD.

I, _____ of _____ in the State of Victoria do solemnly and sincerely declare that I have assets as per statement below. These assets are not mortgaged in any way.
 Total, £ _____ My liabilities are £ _____
 I propose to use the land for the purpose of _____
 I am prepared to enter into residence on the allotment within _____ months from the date of permit, and to continue thenceforth to reside thereon.
 I know the obligations imposed upon me by the lease I am applying for with regard to personal residence on the land.
 I know of the lease conditions, and will comply with them.

My assets consist of—

	£	s.	d.		£	s.	d.
Cows				Total value of assets			
Horses				My liabilities consist of			
Sheep							
Pigs							
Other stock							
Cash in hand							
Cash in Bank of							
Farm implements							
Furniture							
Land							
Any other assets							
Total assets	£			Net value of assets	£		

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 any land the value of which, when added to the value of the allotment I am applying for, will exceed a total value of £2,500, 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 the Parliament of Victoria rendering persons making a false declaration punishable for wilful and corrupt perjury.

Declared before me, at _____ in the State aforesaid,
 this _____ day of _____ in the year of our Lord, }
 One thousand nine hundred and _____

Justice of the Peace or Commissioner for taking declarations and affidavits.

SCHEDULE "D."

Discharged Soldiers Settlement Act 1917.

PERMIT.—ORDINARY CROWN LANDS.

District		Department of Lands and Survey, Melbourne,	
		Corr. No.	
Allotment.	Section.	Area.	Parish.
	O	a. r. p.	

Sir,

Referring to your application under the *Discharged Soldiers Settlement Act 1917* for the above-mentioned land, I have to inform you that such application has been approved, and that this Permit to use and occupy the land in question from _____ is issued to you subject to the following conditions and to approved survey with any necessary modification of area :—

CONDITIONS.

1. That you will not interfere with any public rights (such as railways, roads, mining, access to water, &c.)
2. That you will not fence in the land until survey is effected.
3. That you will make payment in accordance with the statutory provisions relevant to the case.
4. That you will pay the valuation for improvements (if any) when called upon to do so by the Department.
5. The substance of the more material covenants and conditions are set out on the back hereof.

Yours obediently,

Secretary for Lands.

SUBSTANCE OF MORE MATERIAL COVENANTS AND CONDITIONS OF LEASE.

1. To pay rates and taxes.
2. Within twelve months from the date of the lease, and thenceforth during the first six years of the term, to occupy the allotment, occupy being understood as residence in his own proper person on the land or within 5 miles thereof.
3. Not to transfer, assign, mortgage, sublet, or part with possession of the land during the first six years.
4. To destroy vermin and noxious weeds.
5. To make substantial and permanent improvements.
6. To maintain and keep the improvements in repair.
7. Lease may be voided for breach of conditions.
8. Condition for re-entry for breach or non-observance of conditions.
9. To insure the buildings and fencing with the Lands Purchase and Management Board where advances are granted.

SCHEDULE "E."

Mallee District.
Corr. No.*Discharged Soldiers Settlement Act 1917.*

PERMIT.—MALLEE LANDS.

Department of Lands and Survey,
Melbourne, 191 .

Sir,

Referring to your application under the *Discharged Soldiers Settlement Act 1917* for a Perpetual Lease of the land specified in the margin hereof, I have to inform you that such application has been approved, and that this Permit to use and occupy the land in question from _____ 191 , is issued to you subject to the following conditions and to approved survey with any necessary modification of area :—

CONDITIONS.

- | | |
|------------|---|
| Parish. | 1. That you will not interfere with any public rights (such as railways, roads, mining, access to water, &c.) |
| | 2. That you will not fence in the land until the survey is effected. |
| | 3. That you will make payment in accordance with the statutory provisions relevant to the case. |
| Allotment. | 4. That you will pay the valuation for improvements (if any) when called upon to do so by the Department. |
| | 5. That you shall go into residence on the land, and shall reside thereon during the first six years of the term of lease, and shall also clear and cultivate at least one-fourth of the allotment within two years of obtaining this permit. |
| Section. | 6. That you shall preserve the timber on an area, or otherwise plant an area, of not less than 3 per cent. of the total area of your holding, preferably along the exposed boundary lines, viz., the western and southern. |
| Area. | 7. No person, unless specially authorized, will be permitted to clear timber from any portion of areas retained for the purposes of roads and wind breaks. |
| | 8. Further conditions are set out on the back hereof. |

Yours obediently,

Secretary for Lands.

SCHEDULE "E"—continued.

SUBSTANCE OF MORE MATERIAL COVENANTS AND CONDITIONS OF LEASE.

1. To pay rates and taxes.
2. Within twelve months from the date of the lease, and thenceforth during the first six years of the lease, to occupy the allotment, occupy being understood as residence in his own proper person on the land or within 5 miles thereof.
3. To personally reside for eight months in every year if held under Conditional Purchase Lease.
4. Not to transfer, assign, mortgage, sublet, or part with possession of land within six years.
5. To destroy vermin and noxious weeds.
6. To make substantial and permanent improvements.
7. To maintain and keep improvements in repair.
8. Lease subject to be voided on breach of its conditions.
9. If public purpose so requires, land necessary may be resumed.
10. Condition for re-entry on breach or non-observance of conditions.
11. To insure the buildings and fencing with the Lands Purchase and Management Board where advances are granted.

SCHEDULE "F."

Discharged Soldiers Settlement Act 1917.

NOTIFICATION OF ACCEPTANCE OF APPLICATION FOR CONDITIONAL PURCHASE LEASE AND PERMIT FOR IMMEDIATE OCCUPATION OF ALLOTMENT.

To _____ of _____
 Estate. _____ Take notice that your application for a Conditional Purchase Lease for the Farm Allotment
 Parish. _____ the _____ day of _____ 19____, referred to in the margin has been granted, and that a lease will issue to you in due course as and from
 Allotment. _____ Pending the execution by you of the lease the Lands Purchase and Management Board hereby
 Section. _____ grants you permission and authority to enter upon and occupy the allotment referred to on the condi-
 Area— tions provided by the *Closer Settlement Act 1915*, as varied by the *Discharged Soldiers Settlement Act*
 a. r. p. 1917. 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, are
 printed at the back for your information and guidance.

Dated this _____ day of _____ 19____.

I, the abovenamed, _____, hereby acknowledge myself a tenant of His Majesty the King (as from
 and inclusive of the date 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 _____

Signature _____

SUBSTANCE OF MORE MATERIAL COVENANTS AND CONDITIONS OF LEASE.

- (a) To pay instalments in accordance with the provisions of the *Closer Settlement Act 1915*, as varied by the *Discharged Soldiers Settlement Act 1917*.
- (b) To pay rates and taxes.
 - (c) To personally reside for eight months during each year.
 - (d) Not to transfer, assign, mortgage, sublet, or part with possession of land within six 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 with the Lands Purchase and Management Board.
 - (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) Lease subject to be voided on breach of its provisions.
 - (l) If public purpose so requires, land necessary may be resumed.
 - (m) Keep open any drains.
 - (n) Condition for re-entry on breach or non-observance of provisions.

SCHEDULE "G."

Discharged Soldiers Settlement Act 1917.

I, _____ being the lessee under the *Land Act 1915*
Closer Settlement Act 1915 of the
 land described hereunder, hereby apply under section 18 of the *Discharged Soldiers Settlement Act 1917* to the Board
 to obtain the privileges conferred by the *Discharged Soldiers Settlement Act 1917* on discharged soldiers, and forward
 herewith the lease at present held by me for the land in question.

Estate.	Parish.	Allotment.	Section.	Area.	Classification—Capital Value.

Date, / / 1918

Signature _____

Discharged Soldiers' Settlement Act 1917.

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

Discharged Soldiers Settlement Act 1917.

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

Discharged Soldiers Settlement Act 1917.

APPLICATION FOR ADVANCE.

State your
present weekly
pension if any
£. s. d.

* The various items of proposed expenditure must, as far as possible, be given, as well as the approximate cost of each item. The consent of the Board is necessary if the items or amounts are subsequently varied.

June 7, 1918

1724

Victoria Gazette

SCHEDULE "K."

Discharged Soldiers Settlement Act 1917.

LANDS PURCHASE AND MANAGEMENT BOARD.

Public Offices,
Melbourne,

File No.

This is to certify that
authorized to purchase
at a total cost not exceeding £

, a Discharged Soldier, has been granted land, and is hereby
subject to the approval of

This authority, together with the attached "H" order, particulars of goods supplied, and delivery receipt, should be
forwarded to me within days, and notice will be sent when and where payment will be made.

For Board.

Received the above mentioned purchase in good order and condition.

Signature

Date

SCHEDULE "L."

Discharged Soldiers Settlement Act 1917.

FORM OF CHARGE TO SECURE ADVANCE.

Parish— I, of
in consideration of the Lands Purchase and Management Board having consented to make an advance
of £ on the security of my Conditional Purchase Lease for the land described in the
Allotment— margin hereof 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 connexion with the premises within
Section— years from the date of the first payment made by the Board in connexion with the advance, together
with interest thereon at the rates following, that is to say, for the first year ending on the
day of 19, at the rate of £ per cent. per annum; for the second year ending
Area— on the day of 19, at the rate of £ per cent. per annum and so on,
a. r. p. the rate of interest increasing by /- per centum for each subsequent year until the rate of interest
reaches the rate determined by the Minister as that to be paid thereafter in respect of the advance
which interest (at the rates aforesaid) shall be paid by instalments on the days
Date— appointed, 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

SCHEDULE "M."

Discharged Soldiers Settlement Act 1917.

AGREEMENT TO LET AND HIRE.

An agreement made and entered into this day of 19, between the Lands
Purchase and Management Board, hereinafter called "the Owner" (which term shall wherever occurring, unless repugnant
to the context, mean and include the Board and its successors and assigns) of the one part, and
of in the State of Victoria, a Discharged Soldier, hereinafter called "the Hirer"
(which term shall wherever occurring, unless repugnant to the context, mean and include the Hirer and his executors,
administrators and assigns) of the other part. Whereas the Hirer is the holder of Allotment No.
Section Parish of County of And whereas the Hirer, being
in need of assistance to enable him the better to fulfil his obligations, has, in pursuance of the provisions of the Discharged
Soldiers Settlement Act 1917, requested the Owner to provide him with the goods and chattels particularly set forth in the
Schedule hereto, which the Owner for the purpose of so enabling the Hirer has agreed to do now, in consideration of the
premises and of the considerations hereafter appearing it is agreed that:—

1. The Owner shall and doth let and the Hirer shall and doth hire on the terms and conditions hereinafter stated
all and singular the goods and chattels particularly set forth in the Schedule hereto and which are declared
and agreed to be of the respective values as set forth in the said Schedule.
2. The Hirer shall pay to the Owner for the hire of the said goods and chattels as rent the sum of £
(being the said value with interest added),

SCHEDULE "M"—continued.

3. The Hirer shall during the continuance of the hiring keep all of the said goods and chattels as shall not consist of live stock in good order, repair and condition, and shall properly feed, manage and take care of such part thereof as shall consist of live stock, and he agrees to indemnify the Owner from any loss which may arise from the seizure of the same or any part thereof for distress for rent, or under any legal process or any injury or loss by fire or other accident of any description.
4. The Hirer shall if required by the Owner during the continuance of this agreement insure and keep insured in the name of the Owner or of such person as it may direct against destruction or damage by fire such of the said goods and chattels as shall not consist of live stock, and against death or accidental injury such of the same as shall consist of live stock. Such insurance shall be for the amounts of the values of the said goods and chattels as set forth in the said Schedule. The Owner shall during the continuance of this agreement be entitled to the custody of all policies of insurance and receipts for premiums issued in pursuance of this agreement.
5. The Hirer shall not at any time during the continuance of this agreement remove or permit the removal (other than temporarily in the ordinary course of farm business) from the said Farm Allotment of any of the said goods and chattels, nor attempt or offer to sell, pledge, encumber or dispose of them or any of them without the previous consent in writing of the Owner.
6. The Hirer shall during the continuance of this Agreement at all reasonable times produce and permit the Owner or its agents to have access to and inspect the condition of the said goods and chattels.
7. That if the Hirer shall make default in due payment or shall fail to perform or observe any of his obligations under this Agreement, or if any of the said goods and chattels be distrained on or seized or taken in execution under any process of any court or other legal authority, or if the Hirer shall become or be made insolvent or shall liquidate his affairs by arrangement, assign his estate for the benefit of or compromise with his creditors, or shall call a meeting of his creditors or shall be sued for any debt claim or demand (of all of which matters the Hirer shall give the Owner immediate notice) then and in any of such cases the Owner shall be at liberty to determine this agreement and to seize and retake the said goods and chattels wherever found and to retain the same as if this present agreement had never been made and for that purpose to enter any place where the same may be or supposed to be without being liable to any action, claim or demand or any other proceedings for or by reason or on account of any alleged trespass or wrongful act committed or occasioned in or by such breaking in, entry, seizure, retaking or retaining as aforesaid. Provided always that on any such determination and re-entry the Hirer shall be liable to pay a part only of the said rent proportionate to the period expired.
8. The Hirer may determine this Agreement at any time by returning the said goods and chattels in good order and condition and at the same time paying to the Owner a portion of the said rent proportionate to the period expired.
9. If and when the Hirer shall at any time fully pay the amount secured by this agreement the said goods and chattels shall become the absolute property of the Hirer, but until such payment the Hirer shall have no property or interest whatsoever in the said goods and chattels except as a bailee thereof.

SCHEDULE.

Goods and Chattels.	Values.		
	£	s.	d.

The common seal of the Lands Purchase and Management Board was hereunto affixed in the presence of

Signed, sealed and delivered by the said in the presence of

SCHEDULE "N."

Discharged Soldiers Settlement Act 1917.

In consideration of *bona fide* value for which I admit to have received in from the Lands Purchase and Management Board I do hereby give the said a preferable lien (to the extent of the said sum and the interest hereinafter mentioned) on the crop growing and not harvested at farm at containing and being allotment of Section County

It is agreed that the said shall be entitled to interest at the rate of per centum per annum from on the sum of And it is further agreed that the said shall be harvested by or at expense and shall be delivered at to the order of the said and that the said may sell the said so delivered and retain the expenses of sale and the moneys due to on this security from the proceeds of sale.

Dated this day of in the year of our Lord One thousand nine hundred and

Witness

Signature

June 7, 1918

1726

Victoria Gazette

SCHEDULE "O."

Discharged Soldiers Settlement Act 1917.

REPORT UNDER SECTION 36, RELATIVE TO DISCHARGED SOLDIERS SETTLED ON LAND WITHIN THE MUNICIPALITY.

Name of Municipality

Number of Discharged Soldiers settled on the land

CONDITION OF THE SETTLEMENT.

GENERAL REQUIREMENTS.

NAMES OF SOLDIERS REQUIRING SPECIAL CONSIDERATION AND COMMITTEE'S RECOMMENDATIONS THEREON.

Name.	Allotment.	Parish.	Nature of Assistance Recommended.

Lands Purchase and Management Board,
State Rivers and Water Supply Commission, Melbourne.

Secretary to Committee.

Entered in the Register Book, Vol.

Fol.

Assistant Registrar of Titles.

SCHEDULE "P."

Discharged Soldiers Settlement Act 1917 (Act No. 2916).

RESIDENTIAL LEASE OF SELECTION PURCHASE ALLOTMENT.
(Land Act 1915, Section 46.)

THIS INDENTURE dated in accordance with the Land Act 1915 the day of in the year of our Lord One thousand nine hundred and made between His Excellency Governor in and over the State of Victoria and its Dependencies in the name and on behalf of His Most GRACIOUS MAJESTY KING GEORGE V. of the one part and in the said State (a discharged soldier within the meaning of the Discharged Soldiers Settlement Act 1917 hereinafter called the "lessee") of the other part WHEREAS the lessee having applied for this lease the Governor with the advice of the Executive Council has agreed to grant the same on the faith that the applicant is qualified as claimed and does not by becoming the lessee violate or fail to comply with any of the provisions of the Discharged Soldiers Settlement Act 1917 or of the Land Act 1915 so far as they apply NOW THIS INDENTURE WITNESSETH that in consideration of the rent hereby reserved and the covenants and conditions herein contained and on the part of the lessee his executors administrators and assigns to be observed and performed His Majesty doth by these presents grant and demise unto the lessee the surface and down to a depth of feet below the surface of all that allotment situate in the parish of county of in the State of Victoria containing more or less of class land delineated on the plan kept in the Crown Lands Office of land in the said parish which under the Discharged Soldiers Settlement Act 1917 is available to persons entitled pursuant to that Act for being selected under selection purchase lease and thereon shown as allotment 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 EXCEPTING and reserving nevertheless unto His Majesty his heirs and successors the right of resumption for the public purposes and in accordance with the provisions and conditions hereinafter expressed and contained such part or parts of the said land as shall from time to time be required by the Governor in Council for the formation and construction of public roads highways or bridges and also such part or parts of the said land as shall from time to time be required by The Board of Land and Works or The Victorian Railways Commissioners for the construction of railways railway stations or railway works already or hereafter authorized to be constructed and also such part or parts of the said land as shall from time to time be required for the execution construction completion or extension of any waterworks or irrigation works now made or in the course of construction or hereafter to be made under the authority of any present or future laws such part or parts of the said land when the same may be required for any of the said purposes to be set out by description in a proclamation in the Government Gazette and also described in a notice in writing to the lessee or the lessee's executors administrators or assigns by the Governor acting by and with the advice of the Executive Council such notice to the lessee or the lessee's executors administrators or assigns to be sent through the post office addressed to the occupier of the land ALSO EXCEPTING unto His Majesty his heirs and successors all gold and silver and auriferous and argentiferous earth or stone and all copper tin iron antimony coal and all other metals minerals and mineral ores whatsoever and all mines seams veins lodes and deposits containing gold silver copper tin iron antimony coal and all other metals and minerals and mineral ores in upon and under the demised land together with liberty to His Majesty his heirs and successors and his and their agents servants lessees licensees and assigns at any time or times hereafter during the said term to enter upon the said land and to search and mine thereon or therein for gold silver copper tin iron antimony coal and all other metals and minerals and mineral ores and to extract and remove therefrom any gold silver and auriferous and argentiferous earth or stone copper tin iron antimony coal and other metals and minerals and mineral ores and for the purposes aforesaid to sink shafts make drives erect machinery and carry on any works and do any

SCHEDULE "F"—continued.

other things which may be necessary or usual in mining PROVIDED ALWAYS that the said land is and shall be subject to the right of any person being the holder of a miner's right or of a licence to search for metals and minerals or of a mining or mineral lease to enter thereon and to mine for gold silver copper tin iron antimony coal and all other metals and minerals and mineral ores and to erect and occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those on which such person had at the time of the passing of the *Land Act 1915* the right to mine for gold and silver in and upon Crown Lands PROVIDED that compensation shall be paid to the lessee or to the lessee's executors administrators 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 by law and the payment thereof to be a condition precedent to such right of entry AND PROVIDED ALSO that the said land may be resumed under Section 168 of the *Land Act 1915* TO HAVE AND TO HOLD the said land unto the lessee his executors administrators and assigns for the term of _____ years from the

day of the date of these presents unless sooner determined as hereinafter provided (the responsible Minister of the Crown for the time being administering the *Discharged Soldiers Settlement Act 1917* having directed that no rent shall be payable for the first _____ year of the term) for the first year rent free and thereafter yielding and paying for the same unto His Majesty the King his heirs or successors during the said term the rent of _____ per annum together with such further rent (if any) fixed by any Order in Council made in that behalf under and by virtue of the provisions of Section 296 of the *Land Act 1915* such rent to be always paid by equal half-yearly payments in advance on the _____ day of _____ and the _____ day of _____ in each year clear of all deductions the first of the said half-yearly payments to be made on the _____ day of _____ that will be in the year 19 _____ and the last of the half-yearly payments to be made on the _____ day of _____ next preceding the expiration of the term of this lease AND the lessee for himself his heirs executors administrators and assigns doth hereby covenant with His Majesty his heirs and successors that he the lessee his executors administrators and assigns will observe perform and be bound by the several covenants conditions provisos agreements acts matters and things hereinafter contained (that is to say):—

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

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

3. (1) That the lessee will not within the first six years of the term hereby granted—

(a) Unless he satisfy the Governor in Council that he is compelled by the sickness of himself or of his family or other adverse circumstances to leave his holding transfer or assign or part with the possession of the whole or any part of the land hereby demised or contract agree undertake or in any manner attempt so to do nor

(b) Mortgage or sublet the whole or any part of the land hereby demised nor

(c) Contract agree undertake or attempt to mortgage or sublet the whole or any part thereof nor

(d) Without the consent in writing of The Board of Land and Works take in stock for agistment thereon.

(2) That neither the lessee nor the lessee's executors administrators or assigns will at any time after the first six years of the term hereby granted sell transfer assign mortgage or sublet the whole or any part of the land hereby demised unless and until these presents have been indorsed under the Seal of The Board of Land and Works to the effect that all the conditions and covenants of these presents during the first six years of the term hereof have been complied with.

(3) That these presents shall become absolutely void on any breach of the provisions of this covenant or (save as in the *Land Act 1915* or in the *Discharged Soldiers Settlement Act 1917* otherwise expressly provided) on the assignment or transfer whether by operation of law or otherwise of the whole or any portion of the land hereby demised.

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

The measurements are in links.

4. That he or they will at once and to the satisfaction of The Board of Land and Works commence and continue to destroy and will within two years after the date of these presents have destroyed to the satisfaction of The Board of Land and Works the animals and birds by the *Land Act 1915* included in the term "vermin" or which the Governor with the advice of the Executive Council may by proclamation in the *Government Gazette* declare or have declared to be vermin for the purposes of the said Act or any Act thereby repealed upon such land and to keep the same free from such animals and birds to the satisfaction of the said Board during the first six years of the term hereby granted.

5. That the lessee will if not sooner called upon under the provisions of the *Fences Act 1915* within six years from the date of these presents enclose the land hereby demised with a fence of such kind as shall come within the meaning assigned to the word "fence" by the *Land Act 1915* and will keep the same in repair PROVIDED that if he or they prove to the satisfaction of The Board of Land and Works that owing to the physical conditions or the nature of the land hereby demised the enclosing thereof with a fence would be impracticable or if in the opinion of the said Board the enclosing of the whole or any part of such land with a fence is not required The Board of Land and Works may in writing accept as compliance with this covenant the expenditure by him or them on such land for substantial and permanent improvements of an amount equivalent in the opinion of the said Board to the cost of fencing.

6. That the lessee will within twelve months after the date of these presents and thenceforward without intermission (except when excused under the condition of some express provision of the *Land Act 1915* in that behalf) during the first six years of the term hereby granted occupy personally the land hereby demised.

7. That the lessee his executors administrators or assigns will on the land hereby demised make substantial and permanent improvements certified in writing under the seal of The Board of Land and Works to be equivalent to the value of _____ per acre before the end of the _____ year of the term hereby granted

and to the full value of _____ per acre before the end of the sixth year thereof.

8. That he or they at all times during the term hereby granted will *bona fide* comply with all and will not violate any of the provisions of the *Land Act 1915*.

9. That the lessee during the first six years of the term hereby granted will keep in good condition and repair all buildings fences and other permanent improvements for the time being situated on the land hereby demised reasonable wear and tear and damage by fire or tempest alone excepted.

10. That the lessee will observe perform fulfil and be bound by the stipulations conditions covenants and provisos contained in the Schedule hereto.

11. That in order to protect the interest (if any) of the Lands Purchase and Management Board therein the lessee his executors administrators and assigns will insure and keep insured against fire all buildings on the land hereby demised by a policy made out in favour of the said Lands Purchase and Management Board for such insurable amount as may be prescribed by regulations of the Governor in Council and as the said Lands Purchase and Management Board may approve.

12. It is a condition of these presents that The Board of Land and Works or any person appointed by it in that behalf may at any time enter upon the land hereby demised to ascertain if the covenants and conditions hereof are being performed and observed by the lessee.

13. It is a further express condition of these presents that the same shall be absolutely void if it at any time be shown to the satisfaction of the Governor in Council that the lessee became such lessee in fraud of the *Discharged Soldiers Settlement Act 1917* or that the lessee held or continued to hold this lease in violation of or non-compliance with any of the provisions of the *Land Act 1915* AND FURTHER that the same shall be voidable at the will of the Governor with the advice aforesaid

SCHEDULE "P"—continued.

in the event of any rent being in arrear whether the same has been demanded or not or in the event of any breach of or non-compliance with any of the covenants or conditions of these presents by the lessee or if there has been any violation of any of the provisions of the *Land Act 1915* applicable hereto PROVIDED ALWAYS that the production of a copy of the *Government Gazette* containing a notice purporting to be signed by the responsible Minister of the Crown for the time being administering the *Land Act 1915* either declaring or notifying that it has been shown to the satisfaction of the Governor in Council that the lessee became such lessee in fraud of the *Discharged Soldiers Settlement Act 1917* or that he held or continued to hold this lease in violation of or non-compliance with some provision of the *Land Act 1915* or that the Governor in Council has exercised his will and avoided these presents for some breach or breaches of or non-compliance with any of the covenants or conditions hereof by the lessee or the violation of some provision of the *Land Act 1915* applicable hereto and in any of such cases that these presents are consequently void and of no effect shall be conclusive evidence of such voiding and of the existence and sufficiency of the facts justifying the same and the regularity of the procedure incidental to such voiding.

14. That ancillary and without prejudice to the provisions of the *Land Act 1915* it is hereby agreed that immediately upon these presents so becoming void and of no effect it shall be lawful for any bailiff or bailiffs of Crown lands or other agent or agents officer or officers authorized in that behalf by The Board of Land and Works without any demand whatever to enter upon the land hereby demised and the lessee and all persons claiming from under or through the lessee for ever to expel and remove therefrom without any legal process whatsoever and as effectually as any sheriff might do in case His Majesty had obtained judgment in ejectment or in an action for the recovery of land and a writ of possession or other process had issued on such judgment directed to such sheriff in due form of law and that in case of such entry and any action being brought or other proceedings taken for or on account of the same by any person whomsoever the defendant or defendants to such action may plead leave and licence thereto and these presents shall be conclusive evidence of the leave and licence of the lessee and all persons claiming from under or through him to any bailiff of Crown lands and all persons acting in the matters complained of in such action or other proceeding.

15. The lands hereby demised shall during the currency of these presents be deemed lands of the Crown within the meaning of Section 296 of the *Land Act 1915* and upon the making of any Order in Council under the provisions in the said section contained the enhanced rent therefor fixed by such Order in Council shall be payable in respect of such lands as though such rent had been so fixed prior to the making of these presents.

16. It is a condition of these presents that if the lessee during the first six years of the term hereby granted occupy the land hereby demised for not less than five years and fences and makes on such land the improvements of the nature and value and in the manner expressed in the covenants and conditions hereinbefore contained during the said period of six years and proves to the satisfaction of The Board of Land and Works (to be certified under its seal) by such evidence as the said Board may require that he has complied with the said covenants and conditions and with all other covenants and conditions of these presents the lessee or the lessee's representatives at any time after the expiration of the first six years of the term hereby granted and upon the payment of the last sum due on account of the rent reserved and upon the payment of the difference between the amount of the rent actually paid and the sum of

sum of or such other sum (if any) not being less than one-eighth part greater than the as may be fixed by any Order in Council made in that behalf under and by virtue of the provisions of Section 296 of the *Land Act 1915* for each acre or fractional part of an acre in the land hereby demised shall be entitled to a grant in fee of such land and every such grant shall be subject to such covenants conditions exceptions and reservations as the Governor in Council may direct.

17. If it be proved to the satisfaction of The Board of Land and Works that the lessee owing to ill-health is unable to occupy the land hereby demised or that for any other reason it is expedient so to do the said Board may cause the land to be put up for sale by auction.

18. When the lessee is unable at the end of any half-year to pay his rent The Board of Land and Works may if the lessee has complied with the covenants and conditions of this lease suspend the payment of such amount of rent as will not exceed sixty per centum of the value of the improvements effected on the land hereby demised over and above any encumbrance thereon and allow the lessee to pay the arrears of rent and interest thereon (if any) in one amount or spread over a definite time and may extend this lease for a corresponding time.

19. In the case of the insolvency or death of the lessee during the first six years of the term hereby granted:—

- (a) 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 occupation hereinbefore contained and
- (b) It shall be lawful for the assignee or trustee in insolvency within twelve months from the date of the insolvency or for the executors or administrators of the lessee at any time to assign such lease to any person who is qualified to become a lessee of the allotment hereby demised and such person shall thereupon be with respect to this lease in the same position as though he or she had been the original lessee Where this lease is assigned to any person by the assignee or trustee in insolvency or the executors or administrators of the lessee the lessee not having occupied the allotment pursuant to the covenants and conditions of these presents or no proof satisfactory to The Board of Land and Works being given of such occupation the Governor in Council may alter the date of such assigned lease in such a manner as will enable the new lessee to comply with the covenant or condition of occupation herein contained and may make such adjustment of rent as may be necessary and these presents shall be read and construed accordingly.

20. It is an express condition of these presents that the Governor in Council or The Board of Land and Works may at any time during the term hereby granted enter upon the whole or any portion of the land hereby demised for the purpose of resuming the whole or any part of the same from time to time required for reserves for public purposes roads railways canals or for mining purposes ANY moneys which may have been paid by the lessee his executors administrators or assigns to His Majesty his heirs or successors in respect of the land so resumed or expended by him or them thereupon shall be repaid to him or them together with such other moneys as compensation for such resumption as to the Governor in Council seems fit and the lessee his executors administrators and assigns shall be entitled to a reduction *pro rata* of all future rent herein reserved in respect of land so resumed after the first six years of the term hereby granted This condition shall be construed as independent of and concurrent with the powers conferred by the 168th Section of the *Land Act 1915* and of the powers conferred by the next following clause.

21. The lessee covenants and agrees in the event of the whole or any portion of the land hereby leased being at any time or times during the first six years of the term hereby granted required by The Board of Land and Works or The Victorian Railways Commissioners or by any other person or persons or corporation for the time being by any law in force in Victoria authorized to make construct manage or maintain any State railway or railways for the construction maintenance or management of any railway or railways or railway stations or for obtaining earth stone timber gravel or sand or any other material or thing or for railway water supply purposes or other works matters or conveniences in connexion with any railway or railway works already or hereafter authorized to be constructed maintained or managed or by the Governor for the construction of water supply works irrigation works reservoirs dams races water-courses or drains or for public roads or highways to be hereafter set out by the authority of the Governor the lessee or the executors administrators or assigns of the lessee will within one month upon receiving notice in writing from The Board of Land and Works The Victorian Railways Commissioners or other person or persons or corporation aforesaid or from a responsible Minister of the Crown authorized by Order in Council in that behalf that the land is so required relinquish possession of the land so required and all claim thereto provided that the lessee or the executors administrators or assigns of the lessee (as the case may be) shall for a period of one month after receipt by the lessee or by them of such notice be entitled to remove all buildings erections or fences upon the land so required but such right shall be forfeited if the same be not exercised and such buildings erections or fences removed within the time hereinbefore limited and that neither the lessee nor the lessee's executors administrators or assigns shall have or will make any claim for compensation whatsoever for the said buildings erections or fences or for any improvements or for any moneys expended upon the said land or for the cost which he or they may incur in such removal nor will the lessee or the lessee's executors administrators or assigns have or make any claim for compensation for any loss of frontage to or access from any road or roads in consequence of the construction of any such railway railway station or other works matters or conveniences

SCHEDULE "P"—continued.

AND the said Board of Land and Works Railways Commissioners or other person or persons or corporation aforesaid shall not be liable to construct any crossings or other accommodation works under or over or upon any railway that may be made through or adjacent to such land or any part thereof nor will the lessee or the lessee's executors administrators or assigns have or make any claim for compensation for any right or interest which the lessee or the lessee's executors administrators or assigns may possess in such land beyond a proportionate reduction in rent which shall in all cases be fixed by an officer appointed by the Governor in Council nor in respect of the severance from the other lands occupied by the lessee or by the lessee's executors administrators or assigns under these presents AND IT IS EXPRESSLY AGREED between the parties hereto that this agreement is to be construed as a release by the lessee the lessee's executors administrators and assigns to His Majesty his heirs and successors from all or any payment to them or any of them and from all claims thereto which might otherwise have been made in respect of resumption of any portion of the land hereby demised for any railway or railway station or railway water supply purposes or other works matters or conveniences or for the purposes of the construction of water supply works irrigation works reservoirs dams races water-courses or drains or for public roads or highways under the before contained conditions for resumption by or on behalf of His Majesty his heirs and successors.

22. In case possession of any part or parts of the land hereby demised be resumed or taken under any of the provisions hereinbefore contained or be surrendered the terms agreements covenants and conditions herein contained with reference to the whole shall continue in force and apply to such part or parts as may be left in the possession of the lessee or the lessee's executors administrators or assigns.

23. Except as herein otherwise expressly provided the word "lessee" shall include the lessee's executors administrators transferees and assigns or any person or persons in whom this lease may under the provisions of the *Land Act 1915* become vested and in these presents the term "Governor" shall mean the Governor or Lieutenant-Governor or other the officer for the time being administering the Government of the State of Victoria unless such meaning shall be inconsistent with the context.

IN WITNESS WHEREOF His Excellency Governor in and over the State of Victoria and its Dependencies hath on behalf of HIS MAJESTY THE KING caused this Indenture to be sealed with the Seal of the said State and the lessee hath hereunto set his hand and seal.

SCHEDULE HEREINBEFORE REFERRED TO.

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

L.S.

Entered in the Register Book, Vol. Fol.

Assistant Registrar of Titles.

SCHEDULE "Q."

Discharged Soldiers Settlement Act 1917 (Act No. 2916).

RESIDENTIAL LEASE OF SELECTION PURCHASE ALLOTMENT.—MALLEE.

(*Land Act 1915.*)

THIS INDENTURE dated in accordance with the *Land Act 1915* the day of in the year of our Lord One thousand nine hundred and made between His Excellency Governor in and over the State of Victoria and its Dependencies in the name and on behalf of His Most GRACIOUS MAJESTY KING GEORGE V. of the one part and of (a discharged soldier within the meaning of the *Discharged Soldiers Settlement Act 1917* or a dependant within the meaning and intention of that term as used and defined in Section 2 of the *Discharged Soldiers Settlement Act 1917* of a deceased person one the circumstances of whose case satisfy the requirements essential to establish that relation here (hereinafter called the "lessee") of the other part WHEREAS the lessee having applied for this lease the Governor with the advice of the Executive Council has agreed to grant the same on the faith that the applicant is qualified as claimed and does not by becoming the lessee violate or fail to comply with any of the provisions of the *Discharged Soldiers Settlement Act 1917* or of the *Land Act 1915* so far as they apply NOW THIS INDENTURE WITNESSETH that in consideration of the rent hereby reserved and the covenants and conditions herein contained and on the part of the lessee his executors administrators and assigns to be observed and performed His Majesty doth by these presents grant and demise unto the lessee the surface and down to a depth of feet below the surface of all that allotment situate in the MALLEE COUNTRY in the parish of county of in the State of Victoria containing more or less of class land delineated on the plan kept in the Crown Lands Office of land in the said parish which under the *Discharged Soldiers Settlement Act 1917* is available to persons entitled pursuant to that Act for being selected under selection purchase lease and thereon shown as allotment 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 EXCEPTING and reserving nevertheless unto His Majesty his heirs and successors the right of resumption for the public purposes and in accordance with the provisions and conditions hereinafter expressed and contained such part or parts of the said land as shall from time to time be required by the Governor in Council for the formation and construction of public roads highways or bridges and also such part or parts of the said land as shall from time to time be required by The Board of Land and Works or The Victorian Railways Commissioners for the construction of railways railway stations or railway works already or hereafter authorized to be constructed and also such part or parts of the said land as shall from time to time be required for the execution construction completion or extension of any waterworks irrigation or drainage works now made or in the course of construction or hereafter to be made under the authority of any present or future laws such part or parts of the said land when the same may be required for any of the said purposes to be set out by description in a proclamation in the *Government Gazette* and also described in a notice in writing to the lessee or the lessee's executors administrators or assigns by the Governor acting by and with the advice of the Executive Council such notice to the lessee or the lessee's executors administrators or assigns to be sent through the post office addressed to the occupier

SCHEDULE "Q"—continued.

of the land ALSO EXCEPTING unto His Majesty his heirs and successors all gold and silver and auriferous and argentiferous earth or stone and all copper tin iron antimony coal and all other metals minerals and mineral ores whatsoever and all mines seams veins lodes and deposits containing gold silver copper tin iron antimony coal and all other metals and minerals and mineral ores in upon and under the demised land together with liberty to His Majesty his heirs and successors and his and their agents servants lessees licensees and assigns at any time or times hereafter during the said term to enter upon the said land and to search and mine thereon or therein for gold silver copper tin iron antimony coal and all other metals and minerals and mineral ores and to extract and remove therefrom any gold silver and auriferous and argentiferous earth or stone copper tin iron antimony coal and other metals and minerals and mineral ores and for the purposes aforesaid to sink shafts make drives erect machinery and carry on any works and do any other things which may be necessary or usual in mining PROVIDED ALWAYS that the said land is and shall be subject to the right of any person being the holder of a miner's right or of a licence to search for metals and minerals or of a mining or mineral lease to enter thereon and to mine for gold silver copper tin iron antimony coal and all other metals and minerals and mineral ores and to erect and occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those which a person similarly qualified had at the date of these presents to mine for gold and silver in and upon Crown Lands PROVIDED that compensation shall be paid to the lessee or to the lessee's executors administrators 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 by law and the payment thereof to be a condition precedent to such right of entry AND PROVIDED ALSO that the said land may be resumed under Section 168 of the *Land Act 1915* TO HAVE and TO HOLD the said land unto the lessee his executors administrators and assigns for the term of years from the day of the date of these presents unless sooner determined as hereinafter provided (the responsible Minister of the Crown for the time being administering the *Discharged Soldiers Settlement Act 1917* having directed that no rent shall be payable for the first three years of the term) for the first three years rent free and thereafter yielding and paying for the same unto His Majesty the King his heirs or successors during

the said term the rent of per annum together with such further rent (if any) fixed by any Order in Council made in that behalf under and by virtue of the provisions of Section 296 of the *Land Act 1915* such rent to be always paid by equal half-yearly payments in advance on the day of and the day of in each year clear of all deductions the first of the said half-yearly payments to be made on the day of that will be in the year 19 and the last of the half-yearly payments to be made on the day of next preceding the expiration of the term of this lease AND the lessee for himself his heirs executors administrators and assigns doth hereby covenant with His Majesty his heirs and successors that he the lessee his executors administrators and assigns will observe perform and be bound by the several covenants conditions provisos agreements acts matters and things hereinafter contained (that is to say) :—

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

2. That if any rent payable under this demise be in arrear for one year or any longer period he or they will pay interest thereon at the rate of Five pounds per centum per annum PROVIDED ALWAYS that nothing herein contained shall prejudice or lessen any powers or remedies of His Majesty or The Board of Land and Works (hereinafter called the "Board") or the Minister of the Crown for the time being administering the *Land Act 1915* under these presents or extend to or confer on the lessee his executors administrators or assigns any rights whatsoever in addition to those contained in these presents.

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

4. That he or they will observe and be bound by the conditions following which are included as conditions in this lease in accordance with the requirements of Section 205 of the *Land Act 1915* the land now demised being hereby declared to be subject to such Section.

(a) That he or they will clear and cultivate to the satisfaction of the Board at least one-fourth of the land hereby demised within two years after obtaining a permit to occupy the same.

(b) That such land shall and will at all times be maintained and used for the purpose of residence or for the purpose of agriculture and grazing and that no person shall or will be permitted to subsequently acquire or hold as beneficial owner (whether in his own name or in the name or names of any other person or persons) more than one thousand acres of land in the Mallee country or Mallee border if the land is in the first class or more than one thousand six hundred acres of such lands if the land is in any other class and a like condition will be embodied in the Crown grant if issued.

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

(c) That he or they shall and will as and where the Board may direct and to the satisfaction of the Board protect or cause to be protected from fire or any other destruction whatsoever all indigenous trees growing upon an area of not less than three per centum of the total area of the land hereby demised PROVIDED NEVERTHELESS that the Board may if it thinks fit by writing under the Seal of the Board in lieu of this condition permit the planting as and where the Board may direct and to the satisfaction of the Board of a like area with trees of such kind or kinds in such manner and in such numbers as may be prescribed by regulations made by the Governor in Council in that behalf.

(d) That in the event of any breach of any of the conditions hereinbefore contained His Majesty his heirs and successors may at any time re-enter upon the land hereby demised and hold possess and enjoy the same as fully and effectually to all intents and purposes as if this lease had never been made PROVIDED ALWAYS that any breach of the condition set forth in the next preceding paragraph (c) hereof may be waived by the Governor in Council if the lessee or any mortgagee or licensee comply within twelve months after notice in writing under the Seal of the Board of the occurrence of any such breach with the requirements of the said condition to the satisfaction of the Board.

5. (1) That the lessee will not within the first six years of the term hereby granted—

(a) Unless he satisfy the Governor in Council that he is compelled by the sickness of himself or of his family or other adverse circumstances to leave his holding transfer or assign or part with the possession of the whole or any part of the land hereby demised or contract agree undertake or in any manner attempt so to do nor

(b) Mortgage or sublet the whole or any part of the land hereby demised nor

(c) Contract agree undertake or attempt to mortgage or sublet the whole or any part thereof nor

(d) Without the consent in writing of the Board take in stock for agistment thereon.

(2) That neither the lessee nor the lessee's executors administrators or assigns will at any time after the first six years of the term hereby granted sell transfer assign mortgage or sublet the whole or any part of the land hereby demised unless and until these presents have been indorsed under the Seal of the Board to the effect that all the conditions and covenants of these presents during the first six years of the term hereof have been complied with.

(3) That these presents shall become absolutely void on any breach of the provisions of this covenant or (save as in the *Land Act 1915* or in the *Discharged Soldiers Settlement Act 1917* otherwise expressly provided) on the assignment or transfer whether by operation of law or otherwise of the whole or any portion of the land hereby demised.

SCHEDULE "Q"—continued.

6. That he or they will at once and to the satisfaction of the Board commence and continue to destroy and will within two years after the date of these presents 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 with the advice of the Executive Council may by proclamation in the *Government Gazette* declare or have declared to be vermin for the purposes of the said Act or any Act thereby repealed upon such land and to keep the same free from such animals and birds to the satisfaction of the Board during the first six years of the term hereby granted.

7. That the lessee will if not sooner called upon under the provisions of the *Fences Act 1915* within six years from the date of these presents enclose the land hereby demised with a fence of such kind as shall come within the meaning assigned to the word "fence" by the *Land Act 1915* and will keep the same in repair. PROVIDED that if he or they prove to the satisfaction of the Board that owing to the physical conditions or the nature of the land hereby demised the enclosing thereof with a fence would be impracticable or if in the opinion of the Board the enclosing of the whole or any part of such land with a fence is not required the Board may in writing accept as compliance with this covenant the expenditure by him or them on such land for substantial and permanent improvements of an amount equivalent in the opinion of the Board to the cost of fencing.

8. That the lessee will within twelve months after the date of these presents and thenceforward without intermission (except when excused under the condition of some express provision of the *Land Act 1915* in that behalf) during the first six years of the term hereby granted occupy personally the land hereby demised.

9. That the lessee his executors administrators or assigns will on the land hereby demised make substantial and permanent improvements certified in writing under the Seal of the Board to be equivalent to the value of _____ year of the term hereby granted and to the full value of _____ per acre before the end of the sixth year thereof.

10. That neither he nor they will without the special permit in writing of the Minister of the Crown for the time being administering the *Land Act 1915* first had and obtained cut damage or remove or cause or permit to be cut damaged or removed any live pine box or redgum tree growing on the land hereby leased. PROVIDED THAT no breach of this covenant shall be deemed to have occurred in case of any pine box or redgum tree cut and removed without such permit if it be proved that the same was required and actually used for the purpose of fencing such land or constructing thereon any building or improvement.

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

12. That he or they at all times during the term hereby granted will *bona fide* comply with all and will not violate any of the provisions of the *Land Act 1915*.

13. That the lessee during the first six years of the term hereby granted will keep in good condition and repair all buildings fences and other permanent improvements for the time being situate on the land hereby demised reasonable wear and tear and damage by fire or tempest alone excepted.

14. That the lessee will observe perform fulfil and be bound by the stipulations conditions covenants and provisos contained in the Schedule hereto.

15. That in order to protect the interest (if any) of the Lands Purchase and Management Board therein the lessee his executors administrators and assigns will insure and keep insured against fire all buildings on the land hereby demised by a policy made out in favour of the said Lands Purchase and Management Board for such insurable amount as may be prescribed by regulations of the Governor in Council and as the said Lands Purchase and Management Board may approve.

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

17. It is a further express condition of these presents that the same shall be absolutely void if it at any time be shown to the satisfaction of the Governor in Council that the lessee became such lessee in fraud of the *Discharged Soldiers Settlement Act 1917* or that the lessee held or continued to hold this lease in violation of or non-compliance with any of the provisions of the *Land Act 1915* AND FURTHER that the same shall be voidable at the will of the Governor with the advice aforesaid in the event of any rent being in arrear whether the same has been demanded or not or in the event of any breach of or non-compliance with any of the covenants or conditions of these presents by the lessee or if there has been any violation of any of the provisions of the *Land Act 1915* applicable hereto. PROVIDED ALWAYS that the production of a copy of the *Government Gazette* containing a notice purporting to be signed by the responsible Minister of the Crown for the time being administering the *Land Act 1915* either declaring or notifying that it has been shown to the satisfaction of the Governor in Council that the lessee became such lessee in fraud of the *Discharged Soldiers Settlement Act 1917* or that he held or continued to hold this lease in violation of or non-compliance with some provision of the *Land Act 1915* or that the Governor in Council has exercised his will and avoided these presents for some breach or breaches of or non-compliance with any of the covenants or conditions hereof by the lessee or the violation of some provision of the *Land Act 1915* applicable hereto and in any of such cases that these presents are consequently void and of no effect shall be conclusive evidence of such voiding and of the existence and sufficiency of the facts justifying the same and the regularity of the procedure incidental to such voiding.

18. That ancillary and without prejudice to the provisions of the *Land Act 1915* it is hereby agreed that immediately upon these presents so becoming void and of no effect it shall be lawful for any bailiff or bailiffs of Crown lands or other agent or agents officer or officers authorized in that behalf by the Board without any demand whatever to enter upon the land hereby demised and the lessee and all persons claiming from under or through the lessee for ever to expel and remove therefrom without any legal process whatsoever and as effectually as any sheriff might do in case His Majesty had obtained judgment in ejectment or in an action for the recovery of land and a writ of possession or other process had issued on such judgment directed to such sheriff in due form of law and that in case of such entry and any action being brought or other proceedings taken for or on account of the same by any person whomsoever the defendant or defendants to such action may plead leave and licence thereto and these presents shall be conclusive evidence of the leave and licence of the lessee and all persons claiming from under or through him to any bailiff of Crown lands and all persons acting in the matters complained of in such action or other proceeding.

19. The lands hereby demised shall during the currency of these presents be deemed lands of the Crown within the meaning of Section 296 of the *Land Act 1915* and that upon the making of any Order in Council under the provisions in the said section contained the enhanced rent therefor fixed by such Order in Council shall be payable in respect of such lands as though such rent had been so fixed prior to the making of these presents.

20. It is a condition of these presents that if the lessee during the first six years of the term hereby granted occupy the land hereby demised for not less than five years and fences and makes on such land the improvements of the nature and value and in the manner expressed in the covenants and conditions hereinbefore contained during the said period of six years and proves to the satisfaction of the Board (to be certified under its seal) by such evidence as the Board may require that he has complied with the said covenants and conditions and with all other covenants and conditions of these presents the lessee or the lessee's representatives at any time after the expiration of the first six years of the term hereby granted and upon the payment of the last sum due on account of the rent reserved and upon the payment of the difference between the amount of the rent actually paid and the sum of _____ or such other sum (if any) not being less than one-eighth part greater than the sum of _____ as may be fixed by any Order in Council made in that behalf under and by virtue of the provisions of Section 296 of the *Land Act 1915* for each acre or fractional part of an acre in the land hereby demised shall be entitled to a grant in fee of such land and every such grant shall in addition to the special covenants and conditions required by the *Land Act 1915* to be contained in grants of land in the Mallee country be subject to such other covenants and conditions exceptions and reservations as the Governor in Council may direct.

SCHEDULE "Q"—continued.

21. If it be proved to the satisfaction of the Board that the lessee owing to ill-health is unable to occupy the land hereby demised or that for any other reason it is expedient so to do the Board may cause the land to be put up for sale by auction.

22. When the lessee is unable at the end of any half-year to pay his rent the Board may if the lessee has complied with the covenants and conditions of this lease suspend the payment of such amount of rent as will not exceed sixty per centum of the value of the improvements effected on the land hereby demised over and above any encumbrances thereon and allow the lessee to pay the arrears of rent and interest thereon (if any) in one amount or spread over a definite time and may extend this lease for a corresponding time.

23. In the case of the insolvency or death of the lessee during the first six years of the term hereby granted:—

(a) 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 occupation hereinbefore contained and

(b) It shall be lawful for the assignee or trustee in insolvency within twelve months from the date of the insolvency or for the executors or administrators of the lessee at any time to assign such lease to any person who is qualified to become a lessee of the allotment hereby demised and such person shall thereupon be with respect to this lease in the same position as though he or she had been the original lessee. Where this lease is assigned to any person by the assignee or trustee in insolvency or the executors or administrators of the lessee the lessee not having occupied the allotment pursuant to the covenants and conditions of these presents or no proof satisfactory to the Board being given of such occupation the Governor in Council may alter the date of such assigned lease in such a manner as will enable the new lessee to comply with the covenant or condition of occupation herein contained and may make such adjustment of rent as may be necessary and these presents shall be read and construed accordingly.

24. It is an express condition of these presents that the Governor in Council or the Board may in cases where the provisions of the next following covenant do not apply at any time during the term hereby granted enter upon the whole or any portion of the land hereby demised for the purpose of resuming the whole or any part of the same from time to time required for reserves for public purposes or for canals. ANY moneys which may have been paid by the lessee the lessee's executors administrators or assigns to His Majesty his heirs or successors in respect of the land so resumed or expended by him or them thereupon shall be repaid to him or them together with such other moneys as compensation for such resumption as to the Governor in Council seems fit and the lessee his executors administrators and assigns shall be entitled to a reduction *pro rata* of all future rent reserved in respect of land so resumed after the first six years of the term hereby granted. This condition shall be construed as independent of and concurrent with the powers conferred by the 168th Section of the *Land Act* 1915 and of the powers conferred by the next two following clauses.

25. That he or they or any mortgagee of the same in the event of the land hereby demised or any part thereof being at any time required by the Board or The Victorian Railways Commissioners for railway purposes or by the Governor in Council for water supply purposes irrigation purposes reservoirs dams races water-courses or drains or for public roads or highways or mining purposes will remove any improvements therefrom and relinquish and give up possession of the said land or part to His Majesty His Majesty paying the actual cost of removing the improvements or the amount of loss sustained in consequence of relinquishing improvements not removable. Such cost or amount to be fixed by the Board and to be payable to such person or persons as the Board determines but no compensation for severance or for any person's interest in the unexpired term by these presents created will be given or allowed.

26. The lessee covenants and agrees in the event of the whole or any portion of the land hereby leased being at any time or times during the first six years of the term hereby granted required by the Board or The Victorian Railways Commissioners or by any other person or persons or corporation for the time being by any law in force in Victoria authorized to make construct manage or maintain any State railway or railways for the construction maintenance or management of any railway or railways or railway station or for obtaining earth stone timber gravel or sand or any other materials or things or for railway water supply purposes or other works matters or conveniences in connexion with any railway or railway works already or hereafter authorized to be constructed maintained or managed or by the Governor for the construction of water supply works irrigation works reservoirs dams races water-courses or drains or for public roads or highways to be hereafter set out by the authority of the Governor in Council the lessee or the executors administrators or assigns of the lessee will within one month upon receiving notice in writing from the Board The Victorian Railways Commissioners or other person or persons or corporation aforesaid or from the responsible Minister of the Crown authorized by Order in Council in that behalf that the land is so required relinquish possession of the land so required and all claim thereto provided that the lessee or the executors administrators or assigns of the lessee (as the case may be) shall for a period of one month after receipt by the lessee or by them of such notice be entitled to remove all buildings erections or fences upon the land so required but such right shall be forfeited if the same be not exercised and such buildings erections or fences removed within the time hereinbefore limited and that neither the lessee nor the lessee's executors administrators or assigns shall have or will make any claim for compensation whatsoever for the said buildings erections or fences or for any improvements or for any moneys expended upon the said land or for the cost which he or they may incur in such removal nor will the lessee or the lessee's executors administrators or assigns have or make any claim for compensation for any loss of frontage to or access from any road or roads in consequence of the construction of any such railway railway station or other works matters or conveniences. AND the Board the said Railways Commissioners or other person or persons or corporation aforesaid shall not be liable to construct any crossings or other accommodation works under or over or upon any railway that may be made through or adjacent to such land or any part thereof nor will the lessee or the lessee's executors administrators or assigns have or make any claim for compensation for any right or interest which the lessee or the lessee's executors administrators or assigns may possess in such land beyond a proportionate reduction in rent which shall in all cases be fixed by an officer appointed by the Governor in Council nor in respect of the severance from the other lands occupied by the lessee or by the lessee's executors administrators or assigns under these presents. AND IT IS EXPRESSLY AGREED between the parties hereto that this agreement is to be construed as a release by the lessee the lessee's executors administrators and assigns to His Majesty his heirs and successors from all or any payment to them or any of them and from all claims thereto which might otherwise have been made in respect of resumption of any portion of the land hereby demised for any railway or railway station or railway water supply purposes or other works matters or conveniences or for the purposes of the construction of water supply works irrigation works reservoirs dams races watercourses or drains or for public roads or highways under the before contained conditions for resumption by or on behalf of His Majesty his heirs and successors.

27. In case possession of any part or parts of the land hereby demised be resumed or taken under any of the provisions hereinbefore contained or be surrendered the terms agreements covenants and conditions herein contained with reference to the whole shall continue in force and apply to such part or parts as may be left in the possession of the lessee or the lessee's executors administrators or assigns.

28. Except as herein otherwise expressly provided the word "lessee" shall include the lessee's executors administrators transferees and assigns or any person or persons in whom this lease may under the provisions of the *Land Act* 1915 become vested and in these presents the term "Governor" shall mean the Governor or Lieutenant-Governor or other the officer for the time being administering the Government of the State of Victoria unless such meaning shall be inconsistent with the context.

IN WITNESS WHEREOF His Excellency Governor in and over the State of Victoria and its Dependencies hath on behalf of HIS MAJESTY THE KING caused this Indenture to be sealed with the Seal of the said State and the lessee hath herunto set his hand and seal.

SCHEDULE HEREINBEFORE REFERRED TO.

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

L.S.

SCHEDULE "R."

Discharged Soldiers Settlement Act 1917 (Act No. 2916).

CONDITIONAL PURCHASE LEASE OF FARM ALLOTMENT.

(Closer Settlement Act 1915.)

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 King George V. of the first part the LANDS PURCHASE AND MANAGEMENT BOARD (hereinafter referred to as the "Board") of the second part and _____ of _____ (a discharged soldier within the meaning of the *Discharged Soldiers Settlement Act 1917* hereinafter called the "lessee") of the third part WHEREAS the lessee under the provisions of the *Discharged Soldiers Settlement Act 1917* has become an applicant for the conditional purchase by half-yearly instalments namely instalments of £ : s. d. each and a final instalment of £ : s. d. of the Allotment hereinafter referred to valued at the sum of £ : s. d. AND WHEREAS such value with interest on the same calculated at the rate of _____ per centum per annum for _____ years (the term agreed upon by the lessee and the Board as that over which the payments of purchase money shall extend) amounts in the whole to the sum of £ : s. d. to be paid by _____ 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 _____ per centum interest per annum for _____ 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 DOETH 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* or land to which the law governing such an allotment applies) and shown with the measurements and abutments thereof in the map or diagram drawn in the margin of these presents and in such map or diagram coloured yellow TO HAVE AND TO HOLD the said piece of land unto the lessee his executors administrators and assigns for the term of _____ years from the day of the date of these presents unless sooner determined as hereinafter provided (the responsible Minister of the Crown for the time being administering the *Discharged Soldiers Settlement Act 1917* having directed that no rent shall be payable for the first _____ year of the term) for the first _____ year rent free and thereafter subject to the payments 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 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 licensees licensees and assigns at any time or times during the continuance of this demise to enter upon the said land and to search and mine therein or thereon for gold silver copper tin antimony coal and other metals and minerals and mineral ores and to remove therefrom any gold silver auriferous and argentiferous earth and stone copper tin antimony coal and other metals and minerals and mineral ores and for the purposes aforesaid to sink shafts make drives and do any other things which may be necessary or usual in mining PROVIDED that the said land is and shall be subject to the right of any person being the holder of a miner's right or of a licence to search for metals or minerals or of a mining or mineral lease to enter thereon and to mine and to erect and occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those which persons so qualified had at the date of these presents to mine in and upon Crown lands PROVIDED that compensation shall be paid to the lessee his executors administrators or assigns by any such person for surface damage to be done to such land by reason of mining thereon such compensation to be determined as provided by law and the payment thereof to be a condition precedent to such right of entry YIELDING AND PAYING, therefor the sum of £ : s. d. by equal half-yearly instalments of £ : s. d. each and a final instalment of £ : s. d. on the _____ day of _____ in every year clear of all deductions 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.

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

SCHEDULE "R"—continued

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 that a transfer by the lessee himself shall not be deemed a breach of this condition not to transfer if such has been made with the consent of the Governor in Council given on the lessee having first satisfied the Governor in Council that the lessee is compelled by the sickness of himself or his family or other adverse circumstances to leave his holding. PROVIDED further that 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 provisions of the law applicable to the case 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 him or them permitting will not open up any mine on the land comprised in this lease without the previous permission of the Board in writing.

SCHEDULE "R"—continued.

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.

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 one hundred 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 applicable to his case 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 exceptions and reservations as the Governor in Council may direct The amount to be paid by the lessee who is not in arrear with his half-yearly instalments and who at the end of any half-year desires to acquire the fee-simple of the land hereby demised after the expiration of twelve years but before the expiration of this lease shall be an amount equal to the balance of the principal together with an amount representing the premium (if any) at which stock or debentures may be re-purchased on such date of payment of the balance of purchase money.

IN WITNESS WHEREOF His Excellency Governor in and over the State of Victoria and its Dependencies hath on behalf of His Majesty the King caused this demise to be sealed with the seal of the said State on the _____ day of _____ 19____ 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—

Chairman.
Secretary.

(L.S.)

Signed Sealed and Delivered by the above-named _____ in the presence of—

(L.S.)

SCHEDULE "T."

Entered in the Register Book Vol.

Fol.

Assistant Registrar of Titles.

Discharged Soldiers Settlement Act 1917 (Act No. 2916).

CONDITIONAL PURCHASE LEASE.—HOMESTEAD ALLOTMENT.

(Part III., Land Act 1915.)

THIS INDENTURE dated in accordance with the provisions of the *Land Act 1915* 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 KING GEORGE V. of the first part the Honorable _____ the responsible Minister of the Crown administering Part III. of the *Land Act 1915* and his successors in office for the time being (hereinafter referred to as the "Minister") of the second part and _____ a discharged soldier within the meaning of the *Discharged Soldiers Settlement Act 1917* (hereinafter called the "lessee") of the third part WHEREAS the lessee under the provisions of Part III. of the *Land Act 1915* was an applicant for the conditional purchase by _____ half-yearly instalments of £ _____ s. _____ d. each and a final instalment of £ _____ s. _____ d. of the Homestead Allotment hereinafter referred to valued at the sum of £ _____ s. _____ d. AND WHEREAS such value with interest thereon calculated at the rate of _____ per centum per annum for _____ years (the term agreed upon by the lessee and the Minister 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 half-yearly instalments (which instalments have been calculated in accordance with the table adopted by the Minister 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) NOW THIS INDENTURE WITNESSETH that in consideration of the payments hereby covenanted to be made and the covenants conditions and provisos herein contained and on the part of the lessee his executors administrators and assigns to be observed and performed HIS MAJESTY DOETH 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 a holding under Part III. of the *Land Act 1915* and being allotment _____ of section _____ parish of _____ county of _____ containing _____ more or less and shown with the measurements and abutments thereof in the map or diagram drawn in the margin of these presents and in such map or diagram coloured yellow To have and to hold the said piece of land unto the lessee his executors administrators and assigns for the term of _____ years from the day of the date of these presents unless sooner determined as hereinafter provided (the responsible Minister of the Crown for the time being administering the *Discharged Soldiers Settlement Act 1917* having directed that no rent shall be payable for the first three years of the term) for the first three years rent free and thereafter subject to the payments hereinafter provided EXCEPTING AND RESERVING nevertheless unto His Majesty his heirs and successors the right of resumption for public purposes and in accordance with the provisions and conditions hereinafter expressed and contained of such parts of the said land as may from time to time be required for roads railways reservoirs canals ditches drains cuts channels watercourses or for any public purposes whatsoever or for mining purposes such parts of the said land when the same is required for any of the purposes aforesaid to be set out by description in a proclamation in the *Government Gazette* and also described in a notice in writing to the lessee his executors administrators or transferees by the Governor for the time being acting with the advice of the Executive Council such notice to the lessee his executors administrators or assigns being delivered to or sent through the post office addressed to the occupier of the land for the time being AND FURTHER excepting and reserving unto His Majesty his heirs and successors all gold and silver and auriferous and argentiferous earth and stone and all copper tin antimony coal and all other metals and minerals and mineral ores whatsoever and all mines seams veins lodes and deposits containing gold silver copper tin antimony coal and other metals and minerals and mineral ores in upon and under the said demised premises together with liberty for His Majesty his heirs and successors and his or their agents servants lessees licensees and assigns at any time or times during the continuance of this demise to enter upon the said land and to search and mine therein or thereon for gold silver copper tin antimony coal and other metals and minerals and mineral ores and to remove therefrom any gold silver auriferous and argentiferous earth and stone copper tin antimony coal and other metals and minerals and mineral ores and for the purposes aforesaid to sink shafts make drives and do any other things which may be necessary or usual in mining PROVIDED that the said land is and shall be subject to the right of any person being the holder of a miner's right or of a licence to search for metals or minerals or of a mining or mineral lease to enter thereon and to mine and to erect and occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those which persons so qualified had at the date of these presents to mine in and upon Crown lands PROVIDED that compensation shall be paid to the lessee his executors administrators or assigns by any such person for surface damage to be done to such land by reason of mining thereon such compensation to be determined as provided by law and the payment thereof to be a condition precedent to such right of entry YIELDING AND PAYING therefor the sum of £ _____ s. _____ d. by equal half-yearly instalments of £ _____ s. _____ d. each and a final instalment of £ _____ s. _____ d. on the first day of _____ and the first day of _____ in every year clear of all deductions The first of the said half-yearly payments to be made on the first day of _____ that will be in the year One thousand nine hundred and _____ and payment of the final instalment to be made on the first day of _____ next following the expiration of the term hereby created AND the lessee doth hereby for himself his heirs executors administrators and assigns covenant and agree with His Majesty his heirs and successors and with the Minister and his successors that he the lessee his executors administrators and assigns will observe and perform and be bound by the several covenants conditions provisos agreements acts matters and things hereinafter contained (that is to say):—

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

1. That he or they will pay the instalments payable hereunder at the times and in manner hereinbefore appointed for payment thereof clear of all deductions.
2. That he or they will during the continuance of this demise pay all existing and future rates assessments and taxes for the time being payable either by landlord or tenant in respect of the said premises.
3. That these presents are upon this further condition that the lessee will during the currency of this lease personally reside on the land demised eight months during each year unless prevented by illness certified to the satisfaction of the Minister That whenever the land hereby demised is transferred pursuant to law the transferee shall personally reside on the land for eight months during each and every year of the currency of this lease The condition of personal residence may be complied with to the satisfaction of the Minister in like manner as in accordance with the provisions of Section seventy-four of the *Land Act 1915* a like condition may be complied with to the satisfaction of The Board of Land and Works or during the first three years of the term hereby granted the condition as to residence shall be deemed to be complied with for such period or periods as may be specified by the Minister during which some person named by the lessee and approved by the Minister prior to the commencement of his residence resides on the land hereby demised.
4. That these presents are upon this further condition that neither he nor they will within the first six years of this lease transfer assign mortgage sublet or part with the possession of the whole or any part of the land hereby demised or contract agree undertake or attempt to transfer assign mortgage sublet or part with the possession of the whole or any part thereof or without the consent in writing of the Minister take in stock for agistment thereon PROVIDED that a transfer

SCHEDULE "S"—continued.

by the lessee himself shall not be deemed a breach of this condition not to transfer if such has been made with the consent of the Governor in Council given on the lessee having first satisfied the Governor in Council that the lessee is compelled by the sickness of himself or his family or other adverse circumstances to leave his holding. PROVIDED further that in the case at any time of the insolvency or death of the lessee it shall be lawful for the assignee or trustee in insolvency within twelve months from the date of the insolvency or for the executors or administrators of the lessee at any time to assign these presents to any person who is qualified for becoming a lessee under the provisions of the law applicable to the case and such person shall thereupon be with respect to this lease in the same position as though he had been the original lessee. Where any lease is assigned to any person by the assignee or trustee in insolvency or the executors or administrators of the lessee such lessee not having personally resided on the land pursuant to the conditions of this lease or no proof satisfactory to the Minister being given of such residence the Governor in Council may date such assignment so as to enable the new lessee to comply with the said condition of residence contained in this lease and may make such adjustments of purchase money as are necessary and the said lease shall be read and construed accordingly.

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

6. These presents are upon this condition in the event of the lessee dying or becoming insolvent that if within twelve months from the date of such insolvency or death of the lessee the assignee or trustee in such insolvency or executor or administrator has failed to re-assign or transfer the lease of such insolvent or deceased lessee to some person who is qualified for becoming a lessee of the land then notwithstanding anything contained in any Act now in force or in this lease the Governor in Council may thereupon in his discretion and upon such terms and conditions as he thinks fit if all the covenants and conditions of this lease have been complied with assign these presents or permit the same to be assigned to some person who is qualified to hold the same.

7. That he or they after the expiration of the first six years of this lease will not transfer assign mortgage sublet or part with the possession of the land hereby demised without the written consent of the Minister 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 Minister is satisfied that all the covenants and conditions hereof have been complied with the lessee may with the written consent of the Minister transfer assign mortgage sublet or part with the possession of the land hereby demised to some person qualified to hold the same.

8. That he or they will forthwith after the granting of this lease and to the satisfaction of the Minister commence and continue to destroy and will within three years after the issue of this lease have destroyed to the satisfaction of the Minister 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 to be vermin for the purposes of the said Act upon the land hereby demised and will keep the same free of such animals and birds and of Bathurst burr wild briar and gorse and of all plants declared by the Governor in Council to be "thistles" pursuant to any Act for the time being in force relating to thistles.

9. That he or they will within three years from the issue of this lease if not sooner called upon under the provisions of the *Fences Act* 1915 enclose the land described herein with a fence and keep the same in repair.

10. That he or they will before the end of the first year from the commencement of this lease make on the land hereby demised substantial and permanent improvements in the opinion of the Minister of the value of not less than Fifty pounds and before the end of the second and third years respectively from the commencement of this lease make on the land additional substantial and permanent improvements in the opinion of the Minister of the value of not less than Fifty pounds for each of such years and that he or they if required by the Minister will cultivate not less than one-third of the area of the land hereby demised before the end of the third year from the commencement of this lease. PROVIDED further that if the lessee obtains permission in pursuance of the authority conferred by paragraph three of these presents for some person to reside in his stead that he or they will on the land hereby demised make substantial and permanent improvements to the value of Eighty-three pounds six shillings and eightpence during the first year and to the increased value of Forty-one pounds thirteen shillings and fourpence during the second year and to the further increased value of Forty-one pounds thirteen shillings and fourpence during the third year in addition to the cultivation hereinbefore provided for.

11. That he or they will during the currency of this lease at all times repair maintain and uphold and keep in a good and tenantable state of repair and maintenance all buildings fences and other erections at any time constructed or placed on the land during the term hereby granted.

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

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

14. It is a condition of this lease that the Governor in Council or the Minister may at any time enter upon the whole or any portion of the land demised for the purpose of resuming any lands comprised therein required for roads railways reservoirs canals ditches drains cuts channels watercourses works or for any public purpose whatsoever or for mining purposes. The lessee shall upon such entry remove any improvements from his leasehold and relinquish and give up possession of such land or portion to His Majesty. There shall be paid by His Majesty the actual cost of removing and re-erecting and any actual depreciation in value caused by such removal and re-erection of his improvements and the amount of loss sustained in consequence of relinquishing improvements not removable and the portion of the principal repaid. Such cost or amount shall be fixed by the Minister but shall not include compensation for severance or for any person's interest in the lease and may be paid to such person or persons as the Minister determines.

15. These presents are upon this further condition that this lease shall be liable to forfeiture if any half-yearly instalment is not punctually paid or upon any breach of any covenant or condition of this lease. But no forfeiture shall operate to extinguish any debt to the Crown in respect of such instalment. And that (subject to the conditions aforesaid with regard to the suspension of instalments) when more than one year's arrears of purchase money are due the lessee shall pay interest on all arrears of purchase money due on the lease at the rate of Five pounds per centum per annum.

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

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

18. That these presents are upon this further condition that at any time after the expiration of twelve years from the date of these presents if the Minister 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 has been paid the lessee shall be entitled to a Crown grant for the land subject to the several covenants and conditions required by Part III. of the *Land*

SCHEDULE "S"—continued.

Act 1915 as amended by the *Discharged Soldiers Settlement Act 1917* to be contained therein together with such other covenants exceptions and reservations as the Governor in Council may direct.

IN WITNESS WHEREOF His Excellency the Governor in and over the State of Victoria and its Dependencies hath on behalf of His Majesty the King caused this demise to be sealed with the seal of the said State on the day of 19 and the Minister and the lessee have hereunto set their hands and seals.

Signed Sealed and Delivered by the above-named
in the presence of—

(L.S.)

SCHEDULE "T."

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 under the powers conferred by Section 4 of the *Discharged Soldiers Settlement Act 1917* certain Crown lands portion of which is hereinafter more particularly described was set apart for the erections of buildings for discharged soldiers in the way mentioned in such section AND WHEREAS with the permission of the responsible Minister of the Crown for the time being administering the said Act buildings have been erected on the portion referred to (hereinafter called the "allotment")

AND WHEREAS of (herein called the "manager") has been permitted by such Minister to allow the person hereinafter named as grantee (he being a returned soldier within the meaning of the said Act) to occupy such allotment and the buildings thereon AND WHEREAS such manager has in due course recommended that such allotment be granted to such discharged soldier and we have accordingly subject to the conditions exceptions and reservations hereinafter and in pursuance of the *Discharged Soldiers Settlement Act 1917* We do hereby GRANT unto

(a) Here insert as the case may require the words "in consideration of the payment of the sum of by him to us," or "without payment by him." (b) Here insert "sum aforesaid which has been duly paid" or "of the premises."

decided to grant the same (a) Now know ye that in consideration of the (b) THAT PIECE OF LAND in the said State containing 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 heirs and assigns

PROVIDED ALWAYS that the said land is granted on the express condition that neither the grantee nor those claiming from under or through him will within ten years from the date of these presents transfer assign mortgage sublet or part with the possession of the whole or any part of the said land without the consent in writing of the Governor of our said State first had and obtained 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

heirs executors administrators assigns and transferees by such person for surface damage to be done to such lands by reason of mining thereon such compensation to be determined as provided 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 being the day the person herein named One thousand nine hundred and became entitled to this Grant.

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

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 Honorable Frank Clarke, His Majesty's Commissioner of Crown Lands and Survey for the State of Victoria, shall give the necessary directions herein accordingly.

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