



# VICTORIA GOVERNMENT GAZETTE.

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## REGULATIONS UNDER THE CLOSER SETTLEMENT ACT 1928.

At the Executive Council Chamber, Melbourne, the twenty-eighth day of October, 1930.

PRESENT:

His Excellency the Lieutenant-Governor of Victoria.

Mr. Tunnecliffe	Mr. Kiernan
Mr. Lemmon	Mr. Webber
Mr. Williams	Mr. Pollard.

WHEREAS by section 188 of the *Closer Settlement Act* 1928, hereinafter referred to as "the Act," it is provided that the Governor in Council may make regulations for certain stated purposes: Now therefore, under the power conferred by the said Act, His Excellency the Lieutenant-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 in lieu of any Regulations previously made and published relating to Closer Settlement and Discharged Soldier Settlement:—

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No. 128.—6827.

## PART I.—CLOSER SETTLEMENT.

### CHAPTER I.

#### *Preliminary.*

1. For the purposes of these Regulations, unless the context be inconsistent therewith, the words "Block," "Board," "Director," "Estate," "Lease," "Lessee," "Minister," "Owner," "Prescribed," "Private Land," "Regulations," "Valuation Sub-committee," shall have the respective meanings assigned to them in section 3 of the *Closer Settlement Act* 1928. The word "Secretary" shall mean the person for the time being holding the office or performing the duties of the Secretary of the Closer Settlement Board.

2. In these Regulations and in the Schedules hereto the word "Board" shall, where the case may require, be read and construed as if the words "State Rivers and Water Supply Commission" had been substituted therefor.

3. In these Regulations and in the schedules hereto the word "Policy" means an instrument containing any contract whatever dependent upon the contingencies of fire insurance, and the word "Premium" means the periodical or other payments for any policy.

4. The words importing the masculine gender shall be deemed and taken to include females, and the singular to include the plural, and the plural to include the singular, unless repugnant to the context.

5. The provisions of these Regulations under this Part of the Act shall, *mutatis mutandis*, apply to the Regulations prescribed under Part II. of the Act.

### CHAPTER II.

#### *Administration.*

1. The Board shall meet at the Board's office, or at such other place as its members may appoint, for the despatch of business.

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

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

4. At every meeting of the Board the order of business shall be such as the majority, or, in the event of an equality of votes, the Chairman, or presiding member, shall determine.

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

6. The Secretary shall attend every meeting of the Board, and furnish it with a summary of the several matters requiring attention, shall make proper and correct minutes of all matters transacted and ordered at such meeting.

7. The Secretary shall arrange and control the work of the officers, arrange for interviews with the Board, have general supervision of inquiries *re* occupation and sale of closer settlement lands, and carry out the general administration of the Act.

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

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

10. Each member of the Board travelling on duty shall be paid allowances for personal expenses, in addition to the cost of conveyance, according to the rates prescribed in Chapter VII. of the Public Service Regulations.

11. The Board shall cause the books of account to be audited yearly.

### CHAPTER III.

#### *Closer Settlement Inquiry Boards and Appeals.*

1. For the purposes of the Act there shall be Closer Settlement Inquiry Boards, as provided for in section 17 of the Act, and every such Board shall consist of such person or persons as the Closer Settlement Board shall from time to time appoint.

2. Every Closer Settlement Inquiry Board shall investigate publicly all applications for allotments that are remitted to it for consideration, take evidence from any lessee who is called upon to show cause against the forfeiture of his lease, and investigate all other matters referred to it by the Closer Settlement Board.

3. The Chairman of every such Inquiry Board may, when obtaining evidence from any person, require that such evidence be given on oath or in the form of a statutory declaration as prescribed in these Regulations (Twelfth Schedule).

4. Any application for an allotment unapplied for at the date of the expiration of the period, if any, set forth in the proclamation in the *Government Gazette* making such allotment available, may be dealt with by any officer authorized by the Closer Settlement Board immediately such application is lodged, and such officer shall for the purposes of these Regulations be regarded as an Inquiry Board.

5. Every applicant for an allotment who has appeared before an Inquiry Board shall be notified of its recommendation on the form prescribed in the Sixteenth Schedule hereto.

6. Within seven days after the sitting of any Inquiry Board it shall send to the Board its report upon all such applications and matters, together with its recommendations thereon.

7. Any applicant for an allotment who may be dissatisfied with the recommendation of an Inquiry Board may appeal to the Closer Settlement Board, provided that the grounds of appeal be set forth in writing and forwarded to the Board not later than seven days after being notified of the Inquiry Board's recommendation, with a request that such appeal be heard. Every appeal shall be accompanied by a cash deposit of Two pounds (£2), and should the Board consider that any appeal has been made on frivolous grounds it may direct that the whole or any part of the deposit shall be forfeited.

8. If the Board be of opinion that the grounds of appeal are reasonable, it may order the appeal to be set down for hearing, and may notify the recommended applicant and the appellant to appear before it for examination and to produce such further information as it may consider necessary.

### CHAPTER IV.

#### *Irrigable Lands.*

1. The *Government Gazette* notice relating to the declaration of land suitable for the purposes of closer settlement under irrigation conditions shall be in the form or to the effect of that prescribed in the First Schedule hereto, and the order in writing transferring the control and administration of any such land to the State Rivers and Water Supply Commission shall be in the form or to the effect of that prescribed in the Second Schedule hereto.

### CHAPTER V.

#### *Acquisition of Land.*

1. The provisional agreement between the owner of and the person or persons desiring to acquire any land under the provisions of section 29 of the Act shall be in the form or to the effect of that prescribed in the Third Schedule hereto, and the provisional agreement between the Board and the purchaser or purchasers shall be in the form or to the effect of that prescribed in the Fourth Schedule hereto, with such alterations as may be necessary where there is only one purchaser.

2. In addition to the forms of provisional agreement between the owner of any land and the person or persons desirous of purchasing same, the owner shall supply the particulars required in the Fifth Schedule hereto.

3. Every such provisional agreement shall be accompanied by a fee of Five pounds for each purchaser under the agreement towards the cost of valuation by valuers appointed by the Board, except where the person desiring to acquire the land is a discharged soldier holding a qualification certificate, and in the event of a valuation being obtained such fee shall not be refunded.

4. In the case of one person entering into an agreement with an owner such person, upon the execution of the provisional agreement with the Board, shall lodge a deposit of an amount not exceeding four instalments of the purchase money as may be demanded by the Board, but not less than one instalment.

5. Every offer to sell any land or estate to the Board, pursuant to section 47 of the Act, shall be made in the form prescribed in the Sixth Schedule hereto.

6. The reports supplied by the valuers regarding the suitability of land for closer settlement shall be the property of the Board and shall be in the form prescribed in the Seventh Schedule hereto, together with such additional information and plans as may be required by the Board.

7. Every form of claim for compensation in respect of land taken compulsorily under the provisions of the Act shall set forth particulars of the land in question, postal address of the party or parties claiming, the nature of the interest of the person or persons claiming, particulars of claim, the dates and other short particulars of documents of title, name or names of the persons having the custody of the documents of title, and the place or places where the same may be inspected.

8. The form of claim for compensation in respect of land taken compulsorily under the provisions of the Act shall be in the form or to the effect of that prescribed in the Eighth Schedule hereto.

9. The owner of any land included in any agreement under section 29 of the Act shall, before the acquisition thereof by the Board, supply to the Board, in the form prescribed in the Ninth Schedule hereto, a statutory declaration that he has not received any consideration from the applicant or any other person whomsoever 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 applicant shall also supply to the Board, in the form prescribed in the Tenth Schedule, 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 land or any other person except as provided in such agreement.

### CHAPTER VI.

#### DISPOSAL OF LAND (APPLICATIONS, PERMITS, LEASES, ETC.)

##### *Farm Allotments.*

1. Every application for a farm allotment lease shall be in the form or to the effect of that prescribed in the Eleventh Schedule hereto, and the declaration in support of such application shall be in the form or to the effect of that prescribed in the Twelfth Schedule hereto. When a guarantee is required by the Board such guarantee shall be in the form prescribed in the Fifteenth Schedule hereto.

2. Every applicant for a farm allotment lease shall post or deliver to the Secretary to the Board an application in the prescribed form particularizing the allotment applied for, or where an allotment is applied for in the alternative particularizing the several allotments, any one of which is applied for in the form, with all questions set out in the form fully answered by the applicant himself.

3. Every applicant shall lodge with his application the deposit required for the allotment of the highest value of those applied for, as set out in the notice in the *Government Gazette* declaring the land available, including the sum of One pound five shillings (5s. for the registration fee and £1 for the preparation of the lease). The deposit may be made either in cash or by post-office order, or postal note, or bank draft.

4. The Board may appoint one or more officers to act as a Closer Settlement Inquiry Board, and conduct an investigation on behalf of the Board, and such Closer Settlement Inquiry Board shall submit its recommendations to the Board as hereinbefore provided.

5. When the Board has decided to recommend the grant of a lease, the amount deposited by an applicant, less the lease and registration fees set out in clause 3, shall be carried to account in payment of the purchase money, and the balance of the purchase money shall be paid as prescribed in section 112 of the Act. The Board shall, in due course, cause the lease to be prepared, and submit it to the Minister for execution by the Governor in Council.

6. In the event of an application for a lease being granted, and the amount of the deposit lodged being in excess of the amount required, the amount in excess shall be returned, or, if desired, credited to the applicant, and on the refusal of an application, the Board shall return the amount forwarded as the deposit in respect of the purchase money and the lease fee to the unsuccessful applicant or his order, but the registration fee shall in no case be returned.

7. The permit to enter into immediate occupation of the land indicated therein shall be in the form or to the effect of that prescribed in the Seventeenth Schedule hereto.

8. The Conditional Purchase Lease for a farm allotment shall be in the form or to the effect of that prescribed in the Twenty-fourth Schedule hereto, and shall be subject to such other exceptions, reservations, covenants, and conditions as the Governor in Council may in any particular case direct.

9. The indenture providing for the extension of the lease for a farm allotment shall be in the form or to the effect of that prescribed in the Twenty-fifth Schedule hereto. Such indenture shall be executed in duplicate. One copy shall be retained and attached to the original lease at the Titles Office, and the remaining copy shall be held by the lessee.

10. In cases of certain land disposed of under the Act regarding which it is desired that special conditions shall be inserted in the leases and Crown grants, the 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.

11. The certificate to be given by the Board of compliance by a lessee of an allotment with the terms, covenants, or conditions of his lease, as regards improvements, may be in the form or to the effect of that prescribed in the Thirty-second Schedule hereto.

12. Application for the consent of the Board to the transfer or mortgage of a Conditional Purchase Lease shall be in the form or to the effect of that prescribed in the Thirty-third Schedule hereto and the consent of the Board shall be in the form or to the effect of that prescribed in the Thirty-fifth or Thirty-sixth Schedules hereto respectively.

13. Application for the consent of the Board to sublet a Conditional Purchase Lease shall be in the form prescribed in the Thirty-fourth Schedule hereto and the consent of the Board shall be in the form prescribed in the Thirty-fifth Schedule hereto, and shall be conditional on the sub-lessee complying with the residence condition to the Board's satisfaction and any other applicable conditions of the lease.

14. Any holder of a farm allotment under Conditional Purchase Lease who desires to surrender such lease before the expiration of three years from the date thereof, and to dispose of his interest in the improvements effected by him to a person qualified to hold a lease, shall apply in the form prescribed in the Thirty-first Schedule hereto.

15. The amount to be paid for such improvements shall be deposited with the Board, which shall have power to deduct therefrom any amounts due by the lessee for instalments and interest, municipal rates, water rates, and other charges.

#### *Farm Allotments for Agricultural Students.*

16. Every application for a farm allotment lease under the provisions of section 178 of the Act shall be in the ordinary form prescribed (see clause 1 of this chapter), and shall be accompanied by the sum of One pound five shillings (£1 5s.) for registration and lease fees.

17. An approved applicant who is not under eighteen nor over thirty years of age shall produce evidence that he has attained the standard of competency required by the Act.

18. The permit to enter into immediate occupation of the land indicated therein shall be in the form or to the effect of that prescribed in the Eighteenth Schedule hereto.

19. The Conditional Purchase Lease issued to applicants under section 178 aforesaid shall be for a period not exceeding thirty-six and a half years, and shall be in the form or to the effect of that prescribed in the Twenty-sixth Schedule hereto, and shall be subject to such other exceptions, reservations, covenants, and conditions as the Governor in Council may in any particular case direct.

#### *Farm Allotments—Mountainous Areas.*

20. Every application for a farm allotment lease under the provisions of section 137 of the Act shall be in the ordinary form (see clause 1 of this chapter), and shall be accompanied by the sum of five shillings (5s.) fee for registration. The successful applicant will be required to pay One pound (£1) fee for lease.

21. The permit to enter into immediate occupation of the land indicated therein shall be in the form or to the effect of that prescribed in the Nineteenth Schedule thereto.

22. The Conditional Purchase Lease issued to applicants under section 137 of the Act shall be for a period not exceeding forty-six and a half years, and shall be in the form or to the effect of that prescribed in the Twenty-seventh Schedule hereto, and shall be subject to such other exceptions, reservations, covenants, and conditions as the Governor in Council may in any particular case direct.

#### *Workmen's Home Allotments.*

23. Every application for a workman's home allotment lease under section 114 of the Act shall be in the form or to the effect of that prescribed in the Thirteenth Schedule hereto, and shall be accompanied by an amount not less than one instalment of the purchase money of the highest priced allotment applied for together with the sum of One pound five shillings (£1 5s.) for registration and lease fees, and every applicant shall make the declaration prescribed in the Fourteenth Schedule hereto.

When a guarantee is required by the Board for the payment of any instalment accruing due under any lease such guarantee shall be in the form or to the effect of that prescribed in the Fifteenth Schedule hereto.

24. No lease shall issue except to a person who is engaged in some form of manual, clerical, or other work for hire or reward, and whose salary is not more than £350 per annum, nor shall a lease issue to a person who at the date of his application is directly or indirectly, either by himself or jointly with some other person, the owner of or beneficially interested in any other land in Victoria, his interest in which, with the allotment applied for, would exceed £500 in value.

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

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

26. A lessee shall not erect a second-hand dwelling on the land comprised in his lease unless the consent, in writing, of the Board has first been obtained.

27. The Conditional Purchase Lease shall be in the form or to the effect of that prescribed in the Twenty-eighth Schedule hereto, and shall be subject to such other exceptions, reservations, covenants, and conditions as the Governor in Council may in any particular case direct.

28. The provisions of clauses 2 to 7 and 10 to 13, all inclusive of Chapter VI. of these Regulations shall, *mutatis mutandis*, apply to allotments disposed of for workmen's homes.

#### *Agricultural Labourers' Allotments.*

29. Every application for an agricultural labourer's allotment lease under section 115 of the Act, shall be in the form or to the effect of that prescribed in the Eleventh Schedule hereto, and shall be accompanied by an amount not less than one instalment of purchase money of the highest priced allotment applied for, together with the sum of One pound five shillings (£1 5s.) for registration and lease fees, and every applicant shall make the declaration prescribed in the Twelfth Schedule hereto.

30. No lease shall issue to a person who at the date of his application is directly or indirectly, either by himself or jointly with any other person or persons, the owner of any other land in Victoria (township land excepted), his interest in which, with the allotment applied for, would exceed in value £500.

31. The Conditional Purchase Lease shall be in the form or to the effect of that prescribed in the Twenty-ninth Schedule hereto, and shall be subject to such other exceptions, reservations, covenants, and conditions as the Governor in Council may in any particular case direct.

32. The provisions of clauses 1 to 7 and 10 to 13 all inclusive of Chapter VI. of these Regulations shall, *mutatis mutandis*, apply to agricultural labourers' allotments.

#### *Grazing and Cultivation Permits.*

33. When any vacant land is leased by the Board under section 99 of the Act, the grazing and cultivation permits shall be in the form or to the effect of those prescribed in the Twentieth and Twenty-first Schedules hereto respectively.

#### *Improvement Agreements.*

34. The agreement entered into by the Board with an applicant for land under sub-section (1) of section 168 of the Act shall be in the form or to the effect of that prescribed in the Twenty-second Schedule hereto.

35. The agreement entered into by the Board with a lessee under sub-section (3) of section 163 of the Act shall be in the form or to the effect of that prescribed in the Twenty-third Schedule hereto.

#### *Payments in Advance by Settlers.*

36. Any settler may make payments to the Secretary to the Board in advance of instalments falling due in respect of the purchase money of his land or the repayment of his advances. He shall be credited with interest in respect of such payments made in advance at the rate of 5 per centum per annum from the date of the receipt of the money by the Board till the date the payments are applied to meet instalments due by him.

### CHAPTER VII.

#### *Public Halls.*

1. The Governor in Council, on the recommendation of the Board, made after due inquiry, and in pursuance of sections 128 and 129 of the Act, upon application in the form prescribed in the Forty-ninth Schedule hereto, made by a settler on behalf of the majority of the settlers in his district, may make available from lands under the *Land Act* 1928 an area thereof not exceeding one acre in extent for the purpose of the erection thereon of a public hall, and offices and conveniences connected therewith.

2. The Governor in Council, upon a similar recommendation and application, and for the said purpose, may set apart allotments of land of the same area from lands acquired under the *Closer Settlement Act 1928*.

3. When any land has been made available, or set apart, as provided in clauses 1 and 2 of this chapter, the erection thereon of the public hall, and offices and conveniences connected therewith, shall not be commenced until trustees thereof have been appointed in the manner hereinafter provided.

4. The secretary of the local branch of the Returned Soldiers Association, the Board's Inspector, or the Land Officer shall, by written notice to each settler, or by advertisement inserted in some newspaper circulating in the district in which the site of the proposed public hall is situate, duly convene a meeting of settlers, at which not less than three nor more than ten trustees shall be elected by vote of the majority of the settlers there present.

5. For the purposes of this Part of these Regulations, a "Settler" shall mean and include any settler under the *Land Act 1928* and the *Closer Settlement Act 1928*, or under either of the said Acts, who holds land situate within a radius of ten miles of the site of the proposed public hall.

6. Upon the election of such trustees as aforesaid, the Minister may cause or permit buildings for the purpose aforesaid to be erected upon such land or allotment of land.

7. After the erection of any such public hall, and offices and conveniences connected therewith, the land upon which the same are so erected may be sold in fee simple by the Governor in Council to the trustees elected as aforesaid, or appointed by the Governor in Council, pursuant to section 129 of the Act, upon such terms and subject to such conditions and stipulations as are provided in these Regulations, and the prescribed agreement for sale.

8. When a sale of the site of such public hall has been approved on terms by the Governor in Council, with the consent of the Closer Settlement Board, pursuant to section 128 of the Act, the trustees aforesaid shall be required to execute an agreement for such sale in the form contained in the *Fiftieth Schedule* hereto.

9. If the said trustees refuse, or are unwilling to execute the aforesaid agreement, then the sale so approved shall not be proceeded with, and the Closer Settlement Board may thereupon, by its servants or agents, enter into possession and control of such land and public hall, and dispose of such rents and profits as may be derived therefrom towards the payment of the cost of erection of such public hall and interest thereon.

10. Where the Closer Settlement Board has entered into possession and control of any public hall, pursuant to the preceding clause, it shall continue therein until the trustees, whether original or substituted, unanimously consent to execute the said agreement, and upon so executing the same, they shall be given possession and control of such public hall, subject to the conditions of the said agreement.

11. As soon as conveniently may be after payment by the trustees of the purchase money for the said site and buildings, and interest thereon, and upon compliance by them with all conditions of sale, the Governor in Council may, pursuant to section 128 of the Act, issue, or cause to be issued, to the trustees for the time being thereof a Crown grant of the said land, or allotment of land, and the said Crown grant shall contain such conditions, provisions, and reservations as to subdivision, transfer, use, and repurchase as the Governor in Council may think fit.

#### CHAPTER VIII.

##### *Advances to Settlers.*

1. Every application for an advance on the security of improvements effected shall be in the form prescribed in the *Thirty-seventh Schedule* hereto. Each applicant for such an advance within the first six years of a lease of a closer settlement allotment shall sign the form of charge prescribed in the *Thirty-ninth Schedule* hereto, which charge shall set forth the amount so advanced, and shall be registered at the Office of Titles. After the expiration of the first six years of the lease, the applicant may be required to give a mortgage in the form prescribed in the *Forty-fourth Schedule* hereto with such alterations or modifications as may be necessary in any particular case.

2. Every application for an advance other than a cash advance on improvements shall be in the form or to the effect of that prescribed in the *Thirty-eighth Schedule* hereto. The Board may issue in the form prescribed in the *Seventy-fourth Schedule* hereto an order or orders, on production of which the lessee 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 lessee. 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.

3. The amount of all advances, together with interest thereon at the rate of 5 per cent. per annum, shall be paid by the lessee by half-yearly quarterly or monthly instalments (as the

Board determines) extending over such period, not exceeding twenty years, as the Board may prescribe. In the event of such instalments not being paid on the due date or within 30 days thereafter the Board may require that all amounts advanced be immediately due and payable and may forthwith recover the same in the like manner as instalments overdue on land are recoverable under the Act.

4. No advances shall be made unless and until the applicant has signed the form of charge, mortgage, lien on improvements, lien on crop, or other security required under the provisions of Division 7 of the Act, or without the written certificate of an officer appointed in that behalf by the Board, specifying the total value of the work done by the applicant, and the amount of the advance to which he is entitled, and certifying that such work has been well and faithfully done, and to the officer's satisfaction.

5. The discharge of any mortgage or charge on land which has been registered at the Office of Titles in connexion with any advance granted by the Board shall be in the form or to the effect of that prescribed in the *Fortieth Schedule* hereto.

6. A preferable lien on crops to be given by any person who obtains an advance under the Act or by any person whose instalments, either of purchase money or advances, are in arrear, shall be in the form of the *Seventh Schedule* to the *Instruments Act 1928* with the modifications in the form or to the effect of those prescribed in the *Forty-first and Forty-second Schedules* hereto, and with such other alterations and additions as may be necessary when such liens are taken over an extended period.

7. The request for the entry of satisfaction in connexion with any lien on crops shall be in the form or to the effect of that prescribed in the *Forty-third Schedule* hereto.

8. The stock mortgage to be given when an advance is made on the security of stock shall be in the form or to the effect of that prescribed in the *Forty-fifth Schedule* hereto.

9. The discharge of any stock mortgage which has been registered at the Office of Titles shall be in the form or to the effect of that prescribed in the *Forty-sixth Schedule* hereto.

10. The agreement to let and hire shall be in the form or to the effect of that prescribed in the *Forty-seventh Schedule* hereto.

##### *Advances to Municipalities.*

11. The agreement between the Council of any municipality and the Board whereby the Board may advance a sum to carry out any necessary road works or channelling shall be in the form prescribed in the *Forty-eighth Schedule* hereto.

12. The Board shall have power to determine the date by which the works shall be completed, and the manner of repayments of any such advance for any period not exceeding twenty years, as may be mutually agreed upon.

#### CHAPTER IX.

##### *Crown Grants.*

###### *Farm*

1. Every application by a lessee of a Workman's Home allotment for the issue of a certificate under section 162 of the Act shall be in the form prescribed in the *Fifty-first Schedule* hereto.

###### *Farm*

2. Every application by the holder of a Crown grant or certificate of title issued in lieu thereof of a Workman's Home allotment for a certificate under section 162 of the Act shall be in the form prescribed in the *Fifty-second Schedule* hereto.

3. The certificates issued under section 162 of the Act shall be in the forms prescribed in the *Fifty-third and Fifty-fourth Schedules* hereto.

4. Crown grants under the provisions of section 128 of the Act shall be in the form prescribed in the *Fifty-fifth Schedule* hereto, and shall be subject to such other exceptions, reservations, covenants, and conditions as the Governor in Council may in any particular case direct.

5. Crown grants under the provisions of sections 157 and 158 of the Act shall be in the form prescribed in the *Fifty-sixth Schedule* hereto, and shall be subject to such other exceptions, reservations, covenants, and conditions as the Governor in Council may in any particular case direct.

6. Crown grants of land sold subject to the provisions of section 161 of the Act shall be in the form prescribed in the *Fifty-seventh Schedule* hereto, and shall be subject to such other exceptions, reservations, covenants, and conditions as the Governor in Council may in any particular case direct.

#### CHAPTER X.

##### *Fees.*

The following fees shall be payable under the Regulations under the Act:—

	£	s.	d.
For appeal against the recommendation of an Inquiry Board .. .. .	2	0	0
For registration of an application for a Conditional Purchase Lease .. .. .	0	5	0
For a Conditional Purchase Lease .. .. .	1	0	0

	£ s. d.
For the consent or duplicate consent of the Board to transfer, mortgage, or sublet a Conditional Purchase Lease of a Farm Allotment, Workman's Home Allotment, or an Agricultural Labourer's Allotment ... ..	1 0 0
For registration of transfer of interest of land sold by auction or public competition ...	1 0 0
For authority to issue a Treasurer's receipt ..	1 10 0
For preparation of Crown grant where the purchase money does not exceed Five pounds ...	1 0 0
For preparation of Crown grant of land not exceeding in extent 50 acres ... ..	1 10 0
For preparation of Crown grant of land exceeding in extent 50 acres ... ..	2 0 0
For the valuation of lands applied for under section 29 of the Act, for each purchaser ...	5 0 0
For architect's supervision of erection of buildings on which advances were granted, 2½ per cent. of the total contract price.	
For every certificate issued under section 162 of the Act ... ..	2 0 0
For preparation of grazing lease or permit or each renewal thereof ... ..	0 10 0
For certificate to replace lost fees receipt ...	0 5 0
For certificate of correction of grant or lease where the error is not a Departmental one ...	0 5 0
For searches before issue of grant when registered lease is lost ... ..	0 10 0
For preparation of securities (except where the person giving the security is a discharged soldier under Part II. of the Act) as follows:—	
Leasehold mortgage ... ..	0 10 6
Freehold mortgage ... ..	0 10 6
Stock mortgage ... ..	0 10 6
Lien on improvements ... ..	0 15 0
Hire purchase agreement ... ..	0 5 0
Charge ... ..	0 10 6
Lien on crop ... ..	0 5 0

**CHAPTER XI.**  
*Insurance.*

The following clauses are in addition to the Regulations prescribed under section 13 of the *Special Funds Act 1910*:—

1. Every lessee of a Closer Settlement allotment, if required, shall insure all insurable improvements situated on the land with the Board, or with an approved insurance company, in the name of himself and the Secretary of the Board, to the value of the said improvements, and shall pay the premiums thereon as they fall due. When the insurance is with an approved company the premium receipts shall be lodged with the Board.
2. When the Board makes an advance for building or other purposes, the lessee shall insure all buildings to their full value with the Board, or with an approved insurance company in the name of the Secretary of the Board, and shall pay the premiums thereon as they fall due.
3. Every lessee or licensee under the *Land Act 1928* who obtains an advance under the provisions of section 139 of the *Closer Settlement Act 1928* shall take out a policy of insurance either with the Board or with an approved company, in the name of himself and the Secretary of the Board, and if the insurance be effected with an approved company shall deposit with the Board the policy of insurance forthwith upon effecting the insurance, and shall also duly pay all premiums in respect thereof, and deposit with the Board each premium receipt not later than the forenoon of the day on which such premium becomes payable.
4. If such lessee or licensee at any time fails or neglects to effect or maintain such insurance, or to duly pay any such premium or deposit such policy or receipt, it shall be lawful for, but not obligatory, on the Board, at the cost in all things of such lessee or licensee, to effect such insurance in such sum as aforesaid, or in any other sum, or to pay such premium as the Board may determine.
5. In the event of the buildings so insured, or any of them, being destroyed or damaged by fire, all moneys payable under the insurance shall be dealt with by the Board, which, after deducting the expense (if any) incurred in recovering the same, shall, in its discretion, apply the residue thereof, or a sufficient part thereof, either in or towards restoring the buildings or in or towards paying the unpaid instalments of the advance (a duly proportionate rebate of interest being made in the case of instalments not then due).
6. Every such instalment as aforesaid, as it becomes due, and every sum paid by the Board in respect of cost of insurance, shall be payable by and may be recovered from the lessee or licensee in the same manner as purchase money.
7. As long as any instalment of an advance made in respect of a dwelling-house remains unpaid, the provisions of clauses 4 to 6 inclusive of this Chapter shall apply.
8. The fire proposal form shall be as prescribed in the Sixty-eighth Schedule hereto.
9. The Inspector's report on the proposal to insure shall be in the form prescribed in the Fifty-ninth Schedule hereto.
10. The acceptance form shall be in the form prescribed in the Sixtieth Schedule hereto.

11. The insurance fire policy issued by the Board shall be in the form prescribed in the Sixty-first Schedule hereto.
12. The renewal notice shall be in the form prescribed in the Sixty-second Schedule hereto.
13. The form of declaration, stating the damage done by fire, shall be in the form prescribed in the Sixty-third Schedule hereto.
14. Form of report on damage caused by fire shall be in the form prescribed in the Sixty-fourth Schedule hereto.

**PART II.—DISCHARGED SOLDIERS SETTLEMENT.**

**CHAPTER XII.**  
*Preliminary.*

1. For the purposes of these Regulations, unless the context be inconsistent therewith, the words "Board," "Crown land," "dependant," "discharged soldier" shall have the respective meanings assigned to them in section 191 of the Act, and the word "Minister" shall mean the responsible Minister of the Crown for the time being administering the Act.
2. Unless inconsistent with the provisions of Part II. of the Act or with these Regulations, all Regulations under Part I. of the Act and the *Land Act 1928* or any Acts relating to Crown lands shall, as the case requires, apply to land disposed of under Part II. of the Act.
3. Notwithstanding anything contained in the Regulations under the Act or the *Land Act 1928*, no fee shall be charged for certificate of registration of application or preparation of lease under Part II. of the Act.
4. Notwithstanding anything contained in the Regulations under the *Land Act 1928*, the fee payable for the survey of land applied for under Part II. of the Act may be paid in equal amounts with each of the first twelve instalments of rent or purchase money under the lease.

**CHAPTER XIII.**

*Applications for Qualification Certificates.*

1. Any discharged soldier desiring to acquire land under the provisions of Part II. of the Act shall first apply to the Qualification Committee specified in section 210 of the Act.
2. Every application by a discharged soldier for a Qualification Certificate shall be made in the form prescribed in the Sixty-fifth Schedule hereto.
3. Every Qualification Certificate granted by the Committee shall be in the form prescribed in the Sixty-sixth Schedule hereto.

**CHAPTER XIV.**

*Applications for Land.*

1. Every application by a discharged soldier for land under Part II. of the Act shall be accompanied by a qualification certificate, and shall be in the form prescribed in the Sixty-seventh Schedule hereto, and the declaration in support of such application shall be in the form prescribed in the Twelfth Schedule hereto with such additions or alterations as may be necessary to provide for information required being given.
2. 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.
3. Upon approval of an application by a discharged soldier for land under Part II. of the Act, a permit to occupy such land shall be issued in the form prescribed in the Sixty-eighth, Sixty-ninth, or Seventieth Schedules hereto, as the case requires.
4. Any discharged soldier described in section 231 of the Act, who desires to obtain the privileges conferred by Part II. of the Act, shall apply to the Board in the form prescribed in the Seventy-first Schedule hereto.

**CHAPTER XV.**

*Discharged Soldiers Settlement Inquiry Boards and Appeals.*

1. There shall be Discharged Soldiers Settlement Inquiry Boards, and every such Board shall consist of such person or persons as the Governor in Council shall from time to time appoint.
2. Every Discharged Soldiers Settlement Inquiry Board shall investigate publicly all applications for allotments that are remitted to it for consideration, take evidence from any lessee who is called upon to show cause against the forfeiture of his lease, and investigate all other matters referred to it by either the Minister or the Closer Settlement Board.
3. The chairman of every such Inquiry Board may, when obtaining evidence from any person, require that such evidence be given on oath or in the form of a statutory declaration as prescribed in these Regulations (Twelfth Schedule).
4. The chairman of any such Inquiry Board shall not have a casting vote.
5. Members of Inquiry Boards may be allowed such fees as the Minister may determine, but not to exceed in any case the sum of £5 5s. per member per day.
6. The number of sittings in any one year of any such Inquiry Board shall not exceed one hundred and fifty unless the approval of the Minister be specially obtained.
7. The Minister may allow members of any such Inquiry Boards, when visiting the country in the discharge of their duties as members of Inquiry Boards, such reasonable travelling allowances as shall be fixed by him.

8. Any application for an allotment unapplied for at the expiration of seven (7) days from date of proclamation in the *Government Gazette* making such allotment available, may be dealt with by any officer duly authorized by the Governor in Council immediately such application is lodged, and such officer shall, for the purposes of these Regulations, be regarded as an Inquiry Board.

9. Every applicant for an allotment who has appeared before an Inquiry Board shall be notified of its recommendation on the form prescribed in the Sixteenth Schedule hereto.

10. Immediately after the sitting of any Inquiry Board, it shall send to either the Minister or the Closer Settlement Board its report upon all such applications and matters, together with its recommendations thereon, accompanied by any objections lodged with it after its sitting.

#### Appeals.

11. Any applicant for an allotment who may be dissatisfied with the recommendation of any Inquiry Board may appeal to the Minister or the Board, as prescribed in Chapter III. of Part I. of these Regulations.

### CHAPTER XVI.

#### Expense Allowances to Sub-Committees and Referees.

1. The Minister may, on the recommendation of the Board, allow any actual and reasonable expense necessarily incurred by a member of an advisory or valuation sub-committee when engaged in transacting the business of such committee or sub-committee.

2. The Minister may, on the recommendation of the Board, allow any actual and reasonable expense necessarily incurred by any referee when engaged in inspecting and valuing a property under offer to the Board.

### CHAPTER XVII.

#### Advances to Discharged Soldiers.

1. Every application for an advance by a discharged soldier shall be made in the form prescribed in the Seventy-third Schedule hereto.

2. The Board may make advances in money to the discharged soldier or may issue in the form prescribed in the Seventy-fourth Schedule 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.

3. All such advances shall be repayable within thirty 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 together with interest thereon (at the rate or rates prescribed), shall be payable in monthly, quarterly, or half-yearly instalments, as may be determined upon by the Board.

4. Each applicant for an advance to effect improvements or against the security of improvements effected within the first six years of a lease of an allotment held under Part II. of the Act shall sign the charge in the form or to the effect of that prescribed in the Thirty-ninth Schedule hereto, which charge shall set forth the amount so advanced, and shall be registered at the Office of Titles. After the expiration of the first six years of the lease, the applicant may be required to give a mortgage in the form or to the effect of that prescribed in the Forty-fourth Schedule hereto.

5. A preferable lien on crops to be given by any person who obtains an advance under Part II. of the Act, or by any person whose instalments, either of purchase money or advances, are in arrear, shall be in the form of the Seventh Schedule to the *Instruments Act 1928* with the modifications in the form or to the effect of those prescribed in the Forty-first and Forty-second Schedules hereto.

6. The request for the entry of satisfaction in connexion with any lien on crops shall be in the form or to the effect of that prescribed in the Forty-third Schedule hereto.

7. The discharge of any charge on land which has been registered at the Office of Titles in connexion with any advance granted by the Board shall be in the form or to the effect of that prescribed in the Fortieth Schedule hereto.

8. The stock mortgage to be given when an advance is made on the security of stock shall be in the form or to the effect of that prescribed in the Forty-fifth Schedule hereto.

9. The discharge of any stock mortgage which has been registered at the Office of Titles shall be in the form or to the effect of that prescribed in the Forty-sixth Schedule hereto.

10. The agreement to let and hire shall be in the form or to the effect of that prescribed in the Forty-seventh Schedule hereto with such alterations or modifications as may be necessary.

11. No advance shall be made under the provisions of Part II. of the Act to a discharged soldier who has obtained land under section 205 of the Act.

### CHAPTER XVIII.

#### Leases.

1. Residential Selection Purchase Leases for land disposed of under the *Land Act 1928*, as varied by the provisions of Part II. of the *Closer Settlement Act 1928*, shall be in the form prescribed in the Seventy-fifth and Seventy-sixth Schedules hereto, and shall be subject to such other exceptions, reservations, covenants, and conditions as the Governor in Council may in any particular case direct.

2. Non-residential Selection Purchase Leases for land disposed of under the *Land Act 1928*, as varied by the provisions of Part II. of the *Closer Settlement Act 1928*, shall be in the form prescribed in the Seventy-seventh Schedule hereto, and shall be subject to such other exceptions, reservations, covenants, and conditions as the Governor in Council may in any particular case direct.

3. Conditional Purchase Leases for Farm Allotments for land disposed of under the provisions of Part I. of the Act as varied by Part II. of the Act shall be in the form prescribed in the Seventy-eighth Schedule hereto, and should such land be in the Mallee country the lease shall be numbered "Seventy-ninth Schedule" with the addition in the heading of the word "Mallee" and in the recital after the words "piece of land" the words "in the Mallee country." Such leases shall be subject to such other exceptions, reservations, covenants, and conditions as the Governor in Council may in any particular case direct. For land acquired or administered by the State Rivers and Water Supply Commission, wherever references to the Closer Settlement Board appear there shall be substituted references to the State Rivers and Water Supply Commission.

4. Conditional Purchase Leases for land disposed of under Part III. of the *Land Act 1928* as varied by the provisions of Part II. of the *Closer Settlement Act 1928*, shall be in the form prescribed in the Eightieth Schedule hereto, and shall be subject to such other exceptions, reservations, covenants, and conditions as the Governor in Council may in any particular case direct.

5. Conditional Purchase Leases for swamp or re-claimed lands disposed of under the *Land Act 1928*, as varied by the provisions of Part II. of the *Closer Settlement Act 1928*, shall be in the form prescribed in the Eighty-first Schedule hereto, and shall be subject to such other exceptions, reservations, covenants, and conditions as the Governor in Council may in any particular case direct.

### CHAPTER XIX.

#### Applications for Surrender of Lease or Leases, Postponement of payments, Consolidation of Debts, Re-appraisal, and Writing off of Debts.

1. Applications for the surrender of lease or leases under section 213 of the Act with a view to the issue of a consolidated lease, shall be in the form prescribed in the Eighty-second Schedule hereto.

2. Every application by a lessee under section 225 (2) of the Act for postponement of instalments of principal in respect of leases and advances shall be in the form prescribed in the Eighty-third Schedule hereto.

3. Applications for extension of period of repayment and for consolidation of debts under section 226 of the Act shall be in the form prescribed in the Eighty-fourth Schedule hereto, and the settlers shall complete an agreement in the form of the Eighty-fifth Schedule hereto with such alterations as may be necessary in the case of selection purchase leases, conditional purchase leases, agricultural allotment leases, or grazing allotment leases under any Land Act.

4. Every application by a lessee under section 227 of the Act for re-appraisal of capital value of land shall be in the form prescribed in the Eighty-sixth Schedule hereto.

5. Every application by a lessee under section 228 of the Act for the writing off of certain debts shall be in the form prescribed in the Eighty-seventh Schedule hereto.

### CHAPTER XX.

#### Insurance.

1. Every discharged soldier who obtains land and advances under Part II. of the Act shall insure all buildings and fences to their full insurable value in favour of the Board.

2. 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.

3. The schedules prescribed in Part I. of these Regulations shall, as the case requires, apply to insurances effected under this Part.

### CHAPTER XXI.

#### Annual Report to Parliament.

1. The Annual Report of the Minister to Parliament shall be accompanied by a Revenue Account and Balance-sheet showing transactions of the Board under Part II. of the Act.

*Closer Settlement Act 1928.*

## LIST OF SCHEDULES.

## PART I.

Schedule.

1. Declaration of suitability of land for irrigation.
2. Order transferring control and administration of irrigable land.
3. Agreement between vendor and purchasers.
4. Agreement between Closer Settlement Board and purchasers.
5. Owner's statement.
6. Form of offer.
7. Acquisition of land for the purpose of Closer Settlement.
8. Schedule of claim for compensation.
9. Statutory declaration by owner.
10. Statutory declaration by applicant.
11. Application for conditional purchase lease of a farm or agricultural labourer's allotment.
12. Declaration by applicant for farm or agricultural labourer's allotment.
13. Application for conditional purchase lease of workman's home allotment.
14. Declaration by applicant for workman's home allotment.
15. Form of guarantee.
16. Notification to applicant.
17. Permit for immediate occupation of farm, workman's home, or agricultural labourer's allotment.
18. Permit for immediate occupation of an agricultural student's allotment.
19. Permit for immediate occupation of a mountainous area allotment.
20. Grazing permit.
21. Permit for grazing and cultivating.
22. Agreement under section 168 (sub-section (1)).
23. Agreement under section 168 (sub-section (3)).
24. Conditional purchase lease of a farm allotment.
25. Extension of lease (sections 112 and 167).
26. Conditional purchase lease of a farm allotment (agricultural student).
27. Conditional purchase lease of a farm allotment (mountainous area).
28. Conditional purchase lease of a workman's home allotment.
29. Conditional purchase lease of an agricultural labourer's allotment.
- 30.
31. Application to surrender conditional purchase lease and dispose of interest in improvements.
32. Certificate for improvements and compliance with conditions.
33. Application to mortgage or transfer a conditional purchase lease of farm, workman's home, or agricultural labourer's allotment.
34. Application for consent to sublet conditional purchase lease of farm, workman's home, or agricultural labourer's allotment.
35. Certificate of consent to transfer or sublet a conditional purchase lease.
36. Certificate of consent to mortgage a conditional purchase lease.
37. Application for a cash advance on the security of improvements effected.
38. Application for advance (other than cash advance on improvements).

## LIST OF SCHEDULES—continued.

## PART I.—continued.

Schedule.

39. Form of charge to secure advance.
  40. Discharge of mortgage or charge.
  41. Lien on crops (overdue instalments).
  42. Lien on crops (advances).
  43. Request for entry of satisfaction on lien.
  44. Mortgage.
  45. Stock mortgage.
  46. Discharge of stock mortgage.
  47. Agreement to let and hire.
  48. Form of agreement between the Board and a municipality.
  49. Application for a site for a public hall.
  50. Agreement for sale of site with public hall thereon.
  51. Application for Crown grant without closer settlement conditions.
  52. Application for certificate to remove closer settlement conditions.
  53. Certificate under section 162 for the whole of an allotment.
  54. Certificate under section 162 for portion of an allotment.
  55. Crown grant under section 123.
  56. Crown grant under section 167 or 158.
  57. Crown grant subject to provisions of section 161.
  58. Fire proposal.
  59. Inspector's report (insurance).
  60. Acceptance form.
  61. Fire policy.
  62. Renewal notice.
  63. Form of declaration regarding fire damage.
  64. Fire report.
- PART II.
65. Application for qualification certificate.
  66. Certificate of qualification to apply for land.
  67. Application for conditional purchase lease of farm allotment.
  68. Permit—Crown lands other than Mallee.
  69. Permit—Crown lands (Mallee).
  70. Permit—Conditional purchase lease.
  71. Application under section 231.
  - 72.
  73. Application for advance.
  74. Authority to purchase.
  75. Residential lease of selection purchase allotment (other than Mallee).
  76. Residential lease of selection purchase allotment (Mallee).
  77. Non-residential lease of selection purchase allotment.
  78. Conditional purchase lease of farm allotment.
  79. Conditional purchase lease of farm allotment (Mallee).
  80. Conditional purchase lease of homestead allotment (*Land Act 1928*).
  81. Conditional purchase lease—swamp or reclaimed lands.
  82. Application for consolidated lease.
  83. Application for postponement of payment of instalments.
  84. Application for consolidation of debts.
  85. Agreement for consolidation of debts.
  86. Application for re-appraisal of capital value of land.
  87. Application for writing-off of certain debts.

**FIRST SCHEDULE.**

Section 18, *Closer Settlement Act 1928.*

**DECLARATION OF SUITABILITY OF LAND FOR IRRIGATION.**

Pursuant to the provisions of the *Closer Settlement Act 1928*, we, Commissioner of Crown Lands and Survey in and for the State of Victoria, the responsible Minister for the time being administering the *Closer Settlement Act 1928*, and the State Rivers and Water Supply Commission, do hereby declare that in our opinion the lands specified in the Schedule hereto are suitable for closer settlement under irrigation conditions, and that the said lands are situate within an Irrigation and Water Supply District within the meaning of the *Water Act 1928*.

Dated at Melbourne this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Commissioner of Crown Lands and Survey.

The Common Seal of the State Rivers and Water Supply Commission was hereunto affixed this

day of \_\_\_\_\_ 19 \_\_\_\_\_, in the presence of—

(SEAL) \_\_\_\_\_ Commissioner.  
\_\_\_\_\_ Commissioner.

**SCHEDULE ABOVE REFERRED TO.**

Allotment.	Section.	Parish.

**SECOND SCHEDULE.**

Section 18, *Closer Settlement Act 1928.*

**ORDER TRANSFERRING CONTROL AND ADMINISTRATION OF IRRIGABLE LAND.**

In pursuance of the declaration of the State Rivers and Water Supply Commission and myself, dated the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, relative to lands acquired for the purpose of Closer Settlement before the thirty-first day of December, One thousand nine hundred and twelve, by the Crown or the Closer Settlement Board, and which are suitable for settlement only under irrigation conditions, and which are likely to be situate within an Irrigation and Water Supply District within the meaning of the *Water Act 1928*, I, \_\_\_\_\_, Commissioner of Crown Lands and Survey in and for the State of Victoria, the responsible Minister administering the *Closer Settlement Act 1928*, do hereby order that the control and administration of the lands specified in the Schedule hereto be transferred to the State Rivers and Water Supply Commission, subject to such limitations and directions as the Minister for the time being administering the Act may hereafter from time to time in writing direct.

Dated at Melbourne this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

Commissioner of Crown Lands and Survey.

**SCHEDULE ABOVE REFERRED TO.**

Allotment.	Section.	Parish.

**THIRD SCHEDULE.**

Section 29, *Closer Settlement Act 1928.*

**AGREEMENT BETWEEN VENDOR AND PURCHASERS.**

Memorandum of Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_ between \_\_\_\_\_ (hereinafter called "the Vendor") of the one part and the persons whose names and signatures are set forth in the Schedule hereto (hereinafter called "the Purchasers") of the other part. Witnesseth that the Vendor hereby places under offer for sale to the Purchasers at the rate of \_\_\_\_\_ per acre free from all encumbrances the land in the Parish of \_\_\_\_\_ being Crown allotment \_\_\_\_\_

(together with all the improvements, tanks thereon, and appurtenances thereto), delineated and colored red on the plan marked "A" annexed hereto such offer to remain open for \_\_\_\_\_ months from date hereof. In the event of the Closer Settlement Board (hereinafter called "the Board") ratifying the agreement within the said \_\_\_\_\_ months it shall pay the amount of the purchase money on the date when effective possession is given or on such later date as may be mutually agreed upon. The vendor further agrees to keep all improvements on the property in effective repair to keep all insurable buildings insured at their fair value in the joint interests of the Vendor and Purchasers and to keep all vermin and noxious weeds destroyed till date when possession is given. The Vendor further agrees to permit the agents, surveyors or authorized representatives of the Board to have free access in and over the said land at all reasonable hours, during the said \_\_\_\_\_ months. In the event of the Board ratifying the agreement the Vendor agrees on payment of the purchase money to execute all documents necessary for vesting the said land in His Majesty the King.

The Vendor further undertakes not to withdraw this offer until after 28 days' notice of his intention to withdraw has been given by him or his agent to the Board.

In witness whereof the parties hereto have hereunder set their hands.

Signed by the said Vendor  
in the presence of—

**SCHEDULE.**

Names in full of Purchasers.	Addresses.	Occupations.	Usual Signatures of Purchasers and Witnesses to same.

**FOURTH SCHEDULE.**

Section 29, *Closer Settlement Act 1928.*

**AGREEMENT BETWEEN CLOSER SETTLEMENT BOARD AND PURCHASERS.**

Memorandum of Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_, between His Excellency Governor of the State of Victoria with the advice of the Executive Council of the same (hereinafter called "the Governor in Council") of the first part, the Closer Settlement Board (hereinafter called "the Board") of the second part, and the several persons whose names and signatures are set forth in the Schedule hereunder (hereinafter called "the Purchasers") of the third part. Whereas the Purchasers who are all resident in the State of Victoria and desire to acquire the land delineated and colored red on the plan marked "A" annexed hereto and who are eligible under the provisions of the *Closer Settlement Act 1928* to purchase from the Board the allotments set forth against their names respectively have entered into a provisional Agreement bearing date the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, with the owner of the said land for the purchase thereof, and the Board approves of the terms of such Agreement.

Now these presents witness that under and in pursuance of section 29 of the *Closer Settlement Act 1928* and in consideration of the provisions conditions and agreements hereinafter contained on the part of the Purchasers to be observed performed and fulfilled the Board with the consent of the Governor in Council doth hereby ratify and adopt the said in part recited Agreement.

And these presents further witness that in consideration of the premises the Board and the Purchasers do hereby agree as follows:—

1. The Board will for the purposes of closer settlement and in accordance with the said section 29 acquire and take for the Crown the land included in the said in part recited Agreement and will dispose of same under the said Act.

2. The Purchasers shall duly accept the offer for sale contained in the said in part recited Agreement and shall execute all documents necessary for vesting the said land in His Majesty the King.

3. The Purchasers shall separately apply for a lease or leases of the respective portions of the said land set forth opposite to the name of such purchaser in the Schedule aforesaid and shown approximately on the plan of subdivision of the said land hereunto annexed marked "B," which plan is subject to such modifications as may be deemed necessary by the Board on survey. Such application shall be regarded as a request that there be allotted to the several applicants or to such of them as the Board thinks fit the allotments applied for at the price mentioned and set forth for such lot in the said Schedule, or at such other price as the Board shall fix not exceeding the maximum value of such land prescribed by the said Act to be held by any one such purchaser for a term of years as in the said Act provided and subject to the terms and conditions imposed by the said Act and with the proportionate part of the cost of survey and other costs added thereto, as provided by section 100 of the said Act with interest at the rate in the said Act provided payable by half-yearly instalments, and also the fees payable for the registration of the application and preparation of the lease of the land.

4. Each of the purchasers agrees to lodge with the Board on the execution hereof an amount equal to \_\_\_\_\_ per centum of the purchase money of the allotment of land applied for by him and hereby agreed to be leased by him.

5. In the event of any purchaser not being allotted the whole or any portion of the land applied for by him, then the whole or a proportionate part of the amount lodged by him with the Board, as the case may be, shall be returned to him.

In witness whereof the Board hath hereunto affixed its Common Seal and the parties hereto of the third part have hereunto set their hands.

**SCHEDULE.**

Lot.	Value.	Names in Full.	Addresses.	Occupations.	Usual Signatures of Purchasers and Witnesses to same.

The Common Seal of the Closer Settlement Board was hereunto affixed in the presence of—  
\_\_\_\_\_, Chairman or Member.  
\_\_\_\_\_, Secretary.



FIFTH SCHEDULE.

Section 20, *Closer Settlement Act 1928.*

OWNER'S STATEMENT.

Particulars of land referred to in provisional agreement between \_\_\_\_\_ and \_\_\_\_\_

1. Nature of Title, freehold or leasehold (if leasehold, state amount to make freehold) ... ..	
2. Give Volume and Folio of Title. (These must be supplied) ... ..	
3. (a) Price asked per acre (including improvements, tanks, and appurtenances); (b) State if price is on a freehold or leasehold basis	
4. Nature of country; whether hilly, undulating, level, or flat, and the quantity of each ... ..	
5. Nature of soil, condition of roads ... ..	
6. Area cleared and that has been cultivated, and the nature of the crop and yield per acre ... ..	
7. What quantity cultivable at present? ... ..	
8. Are such crops included in offer at the price named?	
9. If not, is the crop for sale with the property? ... ..	
10. What price is required for the crop if for sale? ... ..	
11. Area fallowed, and if such fallow included in the offer at the price named ... ..	
12. Area at present under crops and nature of crops	
13. Water supply, annual rainfall ... ..	
14. Carrying capacity of whole area in sheep or cattle ... ..	
15. If dairying land, how many cows can be kept and milked all the year round?	
16. For what purpose the land is best suited ... ..	
17. Timber (kind)— (a) Cost to clear same ... .. (b) Area ring-barked ... ..	
18. Scrub (kind) and cost of clearing ... ..	
19. Is land infested with bracken fern, blackberry, Canadian thistle, or other noxious weeds? ... ..	
20. Buildings and value ... ..	
21. Stock now on property ... ..	
22. Fencing (nature, quantity, number of paddocks) ... ..	
23. Distance to— (1) Railway Station (give name) ... .. (2) Post Office ... .. (3) State School ... .. (4) Store ... .. (5) Creamery ... ..	
24. Shire Valuation, water rate (if any) ... ..	
25. In what Shire or Municipality is property situated? ... ..	
26. Rental obtained or that could be obtained ... ..	

Remarks:

I hereby certify on my honour that the above particulars are true and correct in every respect.

Owner—  
Address—

Date—

SIXTH SCHEDULE.

FORM OF OFFER.

Sir,

I hereby place under offer to the Closer Settlement Board my property, being Allotments Section Parish County, a. r. p. together with all the improvements, tanks thereon, and appurtenances thereto, and more particularly described hereunder. This offer is made subject to section 47 of the *Closer Settlement Act 1928*, and is to remain open for a period of \_\_\_\_\_ months from the date hereof. The plan forwarded herewith shows the land referred to marked in red.

I undertake not to withdraw this offer until after 28 days' notice of my intention to withdraw has been given by me or my agent to the Closer Settlement Board.

Date— Owner—  
Witness— Address—

PARTICULARS OF LAND REFERRED TO.

1. Nature of Title, freehold or leasehold (if leasehold, state amount to make freehold) ... ..	
2. Give Volume and Folio of Title. (These must be supplied) ... ..	
3. (a) Price asked per acre (including improvements, tanks, and appurtenances); (b) State if price is on a freehold or leasehold basis	
4. Nature of country; whether hilly, undulating, level or flat, and the quantity of each ... ..	
5. Nature of soil, condition of roads ... ..	
6. Area cleared and that has been cultivated, and the nature of the crop and yield per acre ... ..	
7. What quantity cultivable at present? ... ..	
8. Are such crops included in offer at the price named?	
9. If not, is the crop for sale with the property? ... ..	
10. What price is required for the crop if for sale? ... ..	
11. Area fallowed, and if such fallow included in the offer at the price named ... ..	
12. Area at present under crops and nature of crops	
13. Water supply, annual rainfall? ... ..	
14. Carrying capacity of whole area in sheep or cattle ... ..	
15. If dairying land, how many cows can be kept and milked all the year round?	
16. For what purpose the land is best suited ... ..	
17. Timber (kind)— (a) Cost to clear same ... .. (b) Area ring-barked ... ..	
18. Scrub (kind) and cost of clearing ... ..	
19. Is land infested with bracken fern, blackberry, Canadian thistle, or other noxious weeds? ... ..	
20. Buildings and value ... ..	
21. Stock now on property ... ..	

SIXTH SCHEDULE—continued.

22. Fencing (nature, quantity, number of paddocks) ...	
23. Distance to—	
(1) Railway Station (give name) ...	
(2) Post Office ...	
(3) State School ...	
(4) Store ...	
(5) Creamery ...	
24. Shire Valuation, water rate (if any) ...	
25. In what Shire or Municipality is property situated?	
26. Rental obtained or that could be obtained ...	

SEVENTH SCHEDULE—continued.

Estimated yield per acre of crops	
Is land suitable for crops other than those grown? If so, specify	
Is land easily worked?	
Stock on land at present	
Is such stock in good condition?	
Estimated rental value	
No. of paddocks	
Fencing, chains and description, and value	
Buildings, specifying value and condition of each	
No. of dams and wells, and value	
Permanent streams, springs, or other water supply	
Special improvements, if any...	
Is land infested with rabbits or other vermin?	
Is land infested with ferns, Canadian thistle, blackberry, or other noxious weeds; and, if so, to what extent?	
Climate	
Rainfall	
Facilities for obtaining firewood and fencing and building material	
Time present owner has held the land	
Does owner reside on property? If not, who is in occupation, and under what tenancy and rental?	
Probable earnings per annum	
Could the property be readily sold or leased at your valuation in average seasons?	
Demand existing for small farms in neighbourhood	
Do you consider land suitable for subdivision? If so, in what areas and for what purposes? (Submit rough plan showing proposed subdivision, with your valuations marked on each allotment)	

SEVENTH SCHEDULE.

Section 35, *Closer Settlement Act 1928.*

ACQUISITION OF LAND FOR THE PURPOSE OF CLOSER SETTLEMENT.

Report on Estate offered by containing acres, being allotments section Parish and colored pink on the accompanying plan.

Date of inspection ...	
Distance from nearest market town	
Distance from nearest railway station ...	
Distance from seaboard ...	
Distance from metropolis ...	
Description of roads leading to property	
Are adjoining lands occupied?	
Is district agricultural, pastoral, or fruit-growing? ...	
Ruling price of similar land in the locality	
Date of latest sale and price obtained	
Is land level, hilly, or undulating?	
Is any portion liable to flooding or in need of drainage?	
Depth and character of soil ...	
Character of subsoil ...	
What is land chiefly adapted for?	
Is the land healthy?	
Area timbered and kind of timber	
Area uncleared and cost of clearing same	
Area under grass and description of grasses	
Area cleared for ploughing ...	
Area that can be cultivated ...	
Grazing capacity per acre ...	
Area under cultivation, and description of crops	

SEVENTH SCHEDULE—continued.

VALUATIONS TO BE ON FREEHOLD BASIS.

If the property is of uneven quality, state area and value of the different portions	
If an orchard property, state separately— (a) Value of orchard ... (b) Value of unplanted area ... (c) Value of all improvements ...	
Opportunities for outside employment in neighbourhood	
Do you recommend the purchase for closer settlement?	
Freehold value of the property as a whole, including all improvements, and at per acre. Value of crop or fallow not to be included	
Value of crop (if any)—to be separately stated and not included in value of land	
Value of fallow (if any)—not to be included in value of land	
Indicate any special features and particulars which may be of value	
General remarks—	

Please sign Report and Parish Plan and return Plan.

EIGHTH SCHEDULE.

Closer Settlement Act 1928.

Parish of \_\_\_\_\_ Ref. No. \_\_\_\_\_

A. R. P.

SCHEDULE OF CLAIM FOR COMPENSATION.

To be filled up and signed by owners, lessees of, and persons interested in property acquired under the *Closer Settlement Act 1928* for the purposes of the same, subject to the provisions of the said Act, and in pursuance of a notification published in the *Government Gazette* of the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, by the Governor in Council that the land hereinafter referred to has been acquired under the *Closer Settlement Act 1928* for the purposes of Closer Settlement.

Names, Occupations, and Postal Addresses of Parties Claiming.	Nature of Interest.	Particulars of Claims.	Dates and Other Short Particulars of Documents of Title.	Names of Persons having the custody of Documents; Place or Places where the same may be inspected.

Address in Victoria for service of notices, offers, claims, or documents—

Signature—

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

NINTH SCHEDULE.

Closer Settlement Act 1928.

STATUTORY DECLARATION BY OWNER.

I, \_\_\_\_\_ of \_\_\_\_\_ in the State of Victoria, do solemnly and sincerely declare that in connexion with the provisional agreement under the provisions of the *Closer Settlement Act 1928* with \_\_\_\_\_ to sell to him my land, being Allotment \_\_\_\_\_ Section \_\_\_\_\_ Parish of \_\_\_\_\_ I have not received any consideration from such person or any other person whatsoever, nor agreed to accept any compensation or payment, and that I will not hereafter agree to accept any compensation or payment in respect of the land referred to, except the amount set forth in such agreement as duly ratified and adopted by the Closer Settlement Board and payable to me by such Board.

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 \_\_\_\_\_, 19\_\_\_\_

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

TENTH SCHEDULE.

Closer Settlement Act 1928.

STATUTORY DECLARATION BY APPLICANT.

I, \_\_\_\_\_ of \_\_\_\_\_ in the State of Victoria, do solemnly and sincerely declare that in connexion with the provisional agreement under the *Closer Settlement Act 1928* entered into by me with \_\_\_\_\_ to purchase Allotment \_\_\_\_\_ Section \_\_\_\_\_ Parish of \_\_\_\_\_ I have not paid nor agreed to pay, nor will I at any future time agree to pay, any consideration to the said \_\_\_\_\_ or any other person except as provided in such agreement as duly ratified by the Closer Settlement Board.

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 \_\_\_\_\_, 19\_\_\_\_

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

ELEVENTH SCHEDULE.

Closer Settlement Act 1928.

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

I, \_\_\_\_\_ of \_\_\_\_\_ hereby apply for a conditional purchase lease of one of the allotments described hereunder, and deposit herewith the amount required in respect of the allotment which is greatest in value, including £1 5s. for registration fee and the preparation of the lease.

Number in priority of choice.	Parish.	Allotment.	Section.	Area.	Total Value.	Deposit.	Report re Receipt of Deposit.

Amount lodged  
Date  
Receipt No. Book  
Collector of Imposts.

ELEVENTH SCHEDULE—continued.

I do solemnly and sincerely declare that the replies given to the undermentioned questions are true and correct in every particular.

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

ELEVENTH SCHEDULE—continued.

STATEMENT OF ASSETS "A."

	Estimated Value.
	£ s. d.
Cows .. .. .	
Horses .. .. .	
Sheep .. .. .	
Pigs .. .. .	
Other stock .. .. .	
Cash in hand .. .. .	
Cash in Bank .. .. .	
Implements .. .. .	
Furniture .. .. .	
Land .. .. .	
Any other assets .. .. .	
<b>Total assets</b> .. .. .	
<b>Liabilities</b> .. .. .	
<b>Value of assets clear of liabilities, £</b>	

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

Signature—

Occupation—

Postal Address—

Declared at \_\_\_\_\_ in the State of Victoria, this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_ before me \_\_\_\_\_ Justice of the Peace, or Commissioner for taking Declarations and Affidavits.

TWELFTH SCHEDULE.

DECLARATION BY APPLICANT FOR FARM OR AGRICULTURAL LABOURER'S ALLOTMENT.

I, \_\_\_\_\_, of \_\_\_\_\_, in the State of Victoria, do solemnly and sincerely declare that I am \_\_\_\_\_ years of age, married, and have \_\_\_\_\_ children, single, over three and under fourteen years of age.

I have had \_\_\_\_\_ experience farming.

I own \_\_\_\_\_ land; wife owns \_\_\_\_\_ land.

I have assets amounting to £ \_\_\_\_\_ shown in the statement "A" made with my application. My liabilities are £ \_\_\_\_\_

I have \_\_\_\_\_ sufficient capital to enable me to build a house on and work the allotment without the assistance of the Board.

I am prepared to enter into residence on the allotment within \_\_\_\_\_ months from the date of permit, and to continue thenceforth to reside thereon for a period of at least eight months in each year.

I know the conditions in regard to residence, improvements, and payment of purchase money, and will comply with them. Have \_\_\_\_\_ local knowledge.

I am aware that the valuation of improvements is £ \_\_\_\_\_ and I will make payment for same as may be agreed upon.

I have never been insolvent, and have \_\_\_\_\_ applied for a \_\_\_\_\_ allotment before.

I am applying for lots \_\_\_\_\_ in that order.

I have seen the land applied for and am satisfied with the value placed on it.

I propose to use it for \_\_\_\_\_

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 any one of the allotments I am now applying for, will exceed a total value of £ \_\_\_\_\_ 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 \_\_\_\_\_, 19\_\_\_\_\_.

*Commissioner for taking Declarations and Affidavits.*

**THIRTEENTH SCHEDULE.**

*Closer Settlement Act 1928.*

APPLICATION FOR CONDITIONAL PURCHASE LEASE OF AN ALLOTMENT FOR A WORKMAN'S HOME.

I, \_\_\_\_\_ of \_\_\_\_\_ hereby apply for a conditional purchase lease of one of the allotments described hereunder, and deposit herewith the amount required in respect of the allotment which is greatest in value, including £1 5s. for the registration fee and preparation of the lease.

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

In proof of my fitness and qualifications to hold the land applied for, I hereby make the following replies to the under-mentioned questions, and am prepared to embody same in a statutory declaration at the Inquiry Board.

Question.	Answer.
1. How old were you last birthday?	
2. Are you married?	
3. What is your trade, business, or occupation, and are you employed thereat; if so, where and by whom; and how long in present place?	
4. How many children have you living with you, and what are their respective ages?	
5. What means do you possess for effecting the necessary improvements, and what is the total value clear of liabilities?	
6. Do you desire the Government to assist you in building or fencing, by an advance of money? If so, you should make application on the form provided.	
7. What land do you hold or have an interest in? Give particulars of the allotment, section, area, and value of such land, and say whether it is freehold, leasehold, or what other tenure, specifying also what portion of it (if any) is country, and what portion (if any) is town or suburban land.	
8. What land does your wife (or husband) hold or have an interest in? Give particulars as above.	
9. (a) Is your life insured? (b) Are you a member of a benefit society? If so, give particulars.	
10. What rental are you at present paying; and what is the size of the house, and material of which it is built?	
11. Are you prepared to make your home on the allotment within four months?	

Signature—

Date—

**FOURTEENTH SCHEDULE.**

DECLARATION BY APPLICANT FOR WORKMAN'S HOME ALLOTMENT.

I, \_\_\_\_\_ of \_\_\_\_\_ do solemnly and sincerely declare that I am \_\_\_\_\_ years of age; single; have \_\_\_\_\_ children dependent. I am at present working at \_\_\_\_\_ where I have been employed for \_\_\_\_\_ My wages are \_\_\_\_\_ per week. I own \_\_\_\_\_ land. My wife owns \_\_\_\_\_ land. My assets, which are not mortgaged in any way, are cash, £ \_\_\_\_\_; furniture and sundries, £ \_\_\_\_\_; other assets, £ \_\_\_\_\_; total, £ \_\_\_\_\_. My life is insured in \_\_\_\_\_ Company for £ \_\_\_\_\_, payable at \_\_\_\_\_ years. I am a member of \_\_\_\_\_ Benefit Society. My liabilities are £ \_\_\_\_\_, and I require an advance of £ \_\_\_\_\_ to enable me to build. I know the condition which states that the lessee must reside on the allotment for a period of not less than eight months in each year. I have never been insolvent and have \_\_\_\_\_ applied for a closer settlement allotment before, and am applying for lots \_\_\_\_\_ in that order.

I can furnish a guarantee. I am at present paying \_\_\_\_\_ per week for a roomed house, which I have occupied for \_\_\_\_\_. If my application is approved, and an advance towards building is granted to me, I am prepared to comply with the Board's requirements in regard to the erection of a house and payment of architect's fees. I am aware that I must erect at my own expense within one year from the date of my lease one-half of the fence between the allotment granted to me and the adjoining allotments, or pay my share of the fencing if it has been erected prior to my being granted the allotment. I am not an agent or trustee for any other person, and have not entered into any agreement to permit any other person to acquire by purchase or otherwise the land in respect of which this application is made. I am not already the holder of any other land in Victoria which with the allotment applied for will exceed £500 in value, 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 at \_\_\_\_\_ in the State of Victoria, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_ before me.

*Commissioner for taking Declarations and Affidavits.*

**FIFTEENTH SCHEDULE.**

FORM OF GUARANTEE.

I, the undersigned \_\_\_\_\_ of \_\_\_\_\_ in consideration of the Closer Settlement Board of the State of Victoria having agreed to recommend for acceptance at my request of my \_\_\_\_\_ of \_\_\_\_\_ as a tenant under a Conditional Purchase Lease of Allotment \_\_\_\_\_, Section \_\_\_\_\_, in the \_\_\_\_\_ Estate in the Parish of \_\_\_\_\_, County of \_\_\_\_\_, containing the usual clauses, covenants, conditions, and provisions approved by the Governor in Council for inclusion in a Conditional Purchase Lease of a Allotment on the said Estate and subject to an instalment of purchase money payable at the end of each half-year from the date of permit to occupy the said Allotment in each and every year during the term, hereby guarantee, conditional on such recommendation being approved the payment to His Majesty the King, his heirs and successors, of so much of any instalment payable under such lease by my said \_\_\_\_\_ during the first three years thereof as in any half-year may be in arrear for more than twenty-eight days after the due date of payment for the same. And I further guarantee that my said \_\_\_\_\_ will in due course, within the times and in the manner provided by his lease, enclose the land demised with a fence and keep the same in repair, and make substantial and permanent improvements of a total value of ten per centum of the purchase money of the said allotment.

This guarantee shall not be revocable by notice or by reason of my death.

Dated at \_\_\_\_\_, in the State of Victoria, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

Signature—

Witness to signature—

## SIXTEENTH SCHEDULE.

## NOTIFICATION TO APPLICANT.

Department of Lands and Survey.

Memorandum for \_\_\_\_\_ Date 19 .

I have to inform you that the Inquiry Local Land Board held at \_\_\_\_\_ on \_\_\_\_\_ has recommended (subject to the approval of the Closer Settlement Board) that your application for land in the Honourable the Minister) Parish of \_\_\_\_\_ be

NOTE.—Any dissatisfied applicant may appeal to the Minister of Lands or the Closer Settlement Board not later than seven days from the date hereof.

Such appeal must be in writing, but before a rehearing is granted the appellant must furnish sufficient additional facts to justify same.

A deposit of £2 must accompany the appeal, and, should the grounds of appeal be considered frivolous, the deposit may be forfeited.

## SEVENTEENTH SCHEDULE.

Section 97 Closer Settlement Act 1928.

## 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  
Parish— a Conditional Purchase Lease for  
Allotment— Farm  
Section— Workman's Home allotment,  
Area— Agricultural Labourer's  
A. R. P. shown on the plan of subdivision of  
the land referred to in the margin, has  
been granted, and that a lease will issue  
to you in due course as and from the  
day of 19 ,  
from which date your tenancy will run.

Pending the execution by you of the lease the Closer Settlement Board hereby grants you permission and authority to enter upon and occupy the allotment referred to.

Under the Closer Settlement Act 1928 the instalments of purchase money or rent are payable at the end of each half-year. The amount of £ \_\_\_\_\_ lodged with your application has been credited to the purchase money. The first instalment under the lease, namely, £ \_\_\_\_\_, will become due on the day of \_\_\_\_\_, now next, and a further instalment of a like amount will fall due, and must be paid half-yearly on the day of \_\_\_\_\_ and the day of \_\_\_\_\_

Purchase Money £ \_\_\_\_\_  
Amount credited £ \_\_\_\_\_

Balance £ \_\_\_\_\_  
The substance of some of the more material covenants and conditions which will be incorporated in the lease to be issued with which it is desirable that you should be acquainted pending its issue, is printed at the back for your information and guidance.

Dated this \_\_\_\_\_ day 19 .  
Secretary, Closer Settlement Board

I, the above-named \_\_\_\_\_, hereby acknowledge myself a tenant of His Majesty the King (as from and inclusive of the date above indicated when the tenancy is expressed to run) in respect of the allotment above referred to under Conditional Purchase Lease, to be issued to me in due course.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 19 .  
Signature \_\_\_\_\_

Witness— \_\_\_\_\_

## SUBSTANCE OF MORE MATERIAL COVENANTS AND CONDITIONS OF LEASE.

- To pay instalments half-yearly on appointed days.
- To pay rates and taxes.
- To personally reside for eight months during each year.
- Not to transfer, assign, mortgage, sublet, or part with possession of land within first three years.
- To destroy vermin and noxious weeds.
- To make substantial and permanent improvements.
- To keep buildings in repair and to insure them in favour of the Closer Settlement Board.

## SEVENTEENTH SCHEDULE—continued.

(h) Keep open any drains.

(i) Not to mine without written consent of Board.

(j) Not to cut trees without written consent of Board.

(k) To permit Board to inspect premises.

(l) Lease subject to be voided on breach of its provisions.

(m) If public purpose so requires land necessary may be resumed.

(n) Condition for re-entry on breach or non-observance of provisions.

\*NOTE.—Re clause (f) showing time allowed in which to make improvements. (i) In the case of a Farm allotment to fence within twelve months, and make improvements equivalent to two instalments of the purchase money before the end of the first year, and to the value of £10 per centum of the purchase money before the end of the third year, and to the value of a further £10 per centum of such purchase money before the end of the sixth year.

(ii) In the case of a Workman's Home Allotment, within one year to fence the allotment, and erect a substantial dwelling-house of a value of at least £50, and within two years make additional substantial improvements thereon of a value of at least £25. Not more than one residence and not more than one place of business to be erected on allotment.

(iii) In the case of an Agricultural Labourer's Allotment, within one year to erect a substantial dwelling-house of a value of at least £30, and within two years to fence.

Approved applicants must enter into bona fide possession of their allotments within four months from the date of permit as per condition (c), but twelve months are allowed to effect substantial improvements of the nature stated in the above-mentioned Note.

## EIGHTEENTH SCHEDULE.

Closer Settlement Act 1928, Section 178.

## AGRICULTURAL STUDENT.—NOTIFICATION OF ACCEPTANCE OF APPLICATION FOR CONDITIONAL PURCHASE LEASE AND PERMIT FOR IMMEDIATE OCCUPATION OF ALLOTMENT.

Estate— Take notice that your application for a  
Parish— Conditional Purchase Lease for the Farm  
Allotment— allotment referred to in the margin has  
Section— been granted, and that a lease will issue  
Area— to you in due course as and from the  
a. r. p. day of 19 from  
Purchase Money— which date your tenancy will run.

Pending the execution by you of the lease, the Closer Settlement Board hereby grants you permission and authority to enter upon and occupy the allotment referred to.

In accordance with section 178 of the Closer Settlement Act 1928 the payment of deposit and the payment of any instalment of purchase money (including interest) under the said lease have been postponed for a period of \_\_\_\_\_ years from the commencement of the lease.

Payment of the deposit and instalments so postponed shall be made in twenty half-yearly instalments commencing from the date of the expiration of the period of postponement and interest at the rate of five pounds per centum per annum shall be charged on the amount of the postponed deposit and on the portion of the amount of the postponed instalments including interest which has accrued due and payable. The value of the allotment, less the amount so postponed, shall be paid by seventy-three half-yearly instalments.

The substance of some of the more material covenants and conditions which will be incorporated in the lease to be issued with which it is desirable that you should be acquainted pending its issue is printed at the back for your information and guidance.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19 .  
Secretary, Closer Settlement Board.

I, the above-named \_\_\_\_\_, hereby acknowledge myself a tenant of His Majesty the King (as from and inclusive of the date above indicated when the tenancy is expressed to run) in respect of the allotment above referred to under Conditional Purchase Lease to be issued to me in due course.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19 .  
Signature \_\_\_\_\_

Witness— \_\_\_\_\_

EIGHTEENTH SCHEDULE—continued.

SUBSTANCE OF MORE MATERIAL COVENANTS AND CONDITIONS OF LEASE.

- (a) After the expiration of the free period to pay instalments half-yearly on appointed days.
- (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 first three years.
- (e) To destroy vermin and noxious weeds.
- (f) To make substantial and permanent improvements.
- (g) To keep buildings in repair and to insure them in favour of the Closer Settlement Board.
- (h) Keep open any drains.
- (i) Not to mine without written consent of Board.
- (j) Not to cut trees without written consent of Board.
- (k) To permit Board to inspect premises.
- (l) Lease subject to be voided on breach of its provisions.
- (m) If public purpose so requires land necessary may be resumed.
- (n) Condition for re-entry on breach or non-observance of provisions.

\*NOTE.—Re clause (f) showing time allowed in which to make improvements. (i) To fence within twelve months, and make improvements equivalent to two instalments of the purchase money before the end of the first year, and to the value of £10 per centum of the purchase money before the end of the third year, and to the value of a further £10 per centum of such purchase money before the end of the sixth year.

Approved applicants must enter into bona fide possession of their allotments within four months from the date of permit as per condition (c), but twelve months are allowed to effect substantial improvements of the nature stated in the above-mentioned Note.

NINETEENTH SCHEDULE.

Closer Settlement Act 1928, Section 137.

MOUNTAINOUS AREA.—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 referred to in the margin has been granted, and that a lease will issue to you in due course as and from the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_ from which date your tenancy will run.  
 Parish— Pending the execution by you of the lease the Closer Settlement Board hereby grants you permission and authority to enter upon and occupy the allotment referred to on the conditions provided by section 137 of the Closer Settlement Act 1928.  
 Allotment— This permit is subject to the Board having the right of access to the block and to enter thereon for the purpose of removing or erecting any buildings, fencing, or other improvements.  
 Section— The substance of some of the more material covenants and conditions which will be incorporated in the lease to be issued with which it is desirable that you should be acquainted pending its issue, is printed at the back for your information and guidance.  
 Area— Capital value of land only, £ \_\_\_\_\_  
 a. r. p. Value of improvements will be charged for in addition.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

Secretary, Closer Settlement Board.

I, the above-named \_\_\_\_\_ 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 under Conditional Purchase Lease to be issued to me in due course.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

Signature—

Witness—

SUBSTANCE OF MORE MATERIAL COVENANTS AND CONDITIONS OF LEASE.

- (a) No instalment of purchase money shall be payable during the first ten years, provided the lessee complies with conditions and the allotment is satisfactorily worked. The lessee shall during each and every year of the free period reduce at least one-tenth part of the allotment to a state of clean grass or cultivation and maintain same.

NINETEENTH SCHEDULE—continued.

- (b) Interest at the rate of 5 per cent. per annum for the free period shall be added to the capital value of the allotment, and shall be repaid as part of the instalments of purchase money, and no transfer of the interest in the lease shall be approved by the Board unless the deferred interest to the date of transfer has been paid.
- (c) To pay rates and taxes.
- (d) To personally reside for eight months during each year.
- (e) Not to transfer, assign, mortgage, sublet, or part with possession of land within first three years.
- (f) To destroy vermin and noxious weeds.
- (g) To make substantial and permanent improvements.
- (h) To keep buildings in repair and to insure them in favour of the Closer Settlement Board
- (i) Keep open any drains.
- (j) Not to mine without written consent of Board.
- (k) Not to cut trees without written consent of Board.
- (l) To permit Board to inspect premises.
- (m) Lease subject to be voided on breach of its provisions.
- (n) If public purpose so requires, land necessary may be resumed.
- (o) Condition for re-entry on breach or non-observance of provisions.

TWENTIETH SCHEDULE.

Closer Settlement Act 1928.

GRAZING PERMIT.

No.

Fee £ s. d., payable in advance.

Department of Lands and Survey,  
 Melbourne, 19

The Closer Settlement Board, in pursuance of the Closer Settlement Act 1928, in consideration of the sum of \_\_\_\_\_ duly paid by the person hereinafter mentioned, doth hereby give to \_\_\_\_\_ permission to enter with cattle, sheep, and other animals upon the land specified in the Schedule hereto, not being held under lease, and therewith to depasture the same. This permit will continue in force until the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_; and is issued subject to the conditions at the back hereof.

SCHEDULE.

All those Crown lands in the \_\_\_\_\_ Estate being Allotment \_\_\_\_\_ Section \_\_\_\_\_ Parish \_\_\_\_\_ acres or thereabouts.

Secretary, Closer Settlement Board.

Conditions.

1. During the currency of this permit the fee shall be £ \_\_\_\_\_ s. \_\_\_\_\_ d. payable in advance on the \_\_\_\_\_ day of \_\_\_\_\_.
2. The municipal rates shall be paid by the holder of this permit *pro rata* during tenancy.
3. The buildings and other improvements on the land shall be kept in good order and repair by the holder of this permit, but he shall not effect any further improvements without the consent, in writing, of the Closer Settlement Board (hereinafter called the "Board").
4. The officers and employees of the Board and of the State Rivers and Water Supply Commission (hereinafter called the "Commission") shall have free ingress, egress, and regress to, out of, and upon the land for the purpose of making surveys, constructing channels, culverts, or for any other purpose whatsoever deemed necessary by the Board or the Commission.
5. Neither the Board nor the Commission shall be liable for any damage done through the carrying out of any works other than damage done to crops growing on the land over which there are channel easements, and then only for the actual cost of the seed and manure used on the portion of the crop actually destroyed within such channel easement.
6. The holder of this permit shall cause the land to be kept free from vermin and noxious weeds.
7. This permit is terminable on one month's notice being given by the Board.
8. On the expiration or sooner determination of this permit the holder thereof shall peaceably give up possession of the land and premises to the Board.
9. If the holder of this permit commit a breach of any of the conditions hereof this permit will be liable to forfeiture.
10. Occupancy of the land will not be allowed until this permit is signed and returned to this office.

I hereby agree to accept this permit subject to the above-mentioned conditions of occupancy of the land, and undertake to comply with such conditions.

Signature—

## TWENTY-FIRST SCHEDULE.

## PERMIT FOR GRAZING AND CULTIVATING.

Agreement made the \_\_\_\_\_ day of \_\_\_\_\_  
 One thousand nine hundred and \_\_\_\_\_ between the  
 Closer Settlement Board (hereinafter called the "Landlord")  
 of the one part and  
 (hereinafter called the "Tenant") of the other part whereby  
 it is agreed as follows:—

1. The Landlord agrees to let and the Tenant to take all  
 that land situate on or forming part of the  
 Estate in the Parish of \_\_\_\_\_ County of \_\_\_\_\_  
 containing \_\_\_\_\_ more or  
 less being Allotment \_\_\_\_\_ Section  
 for a term of \_\_\_\_\_ years (subject as hereinafter  
 mentioned) to commence on the \_\_\_\_\_ day of \_\_\_\_\_

at the rent of \_\_\_\_\_ per acre per annum  
 total annual rental of \_\_\_\_\_

2. The Tenant will pay the rent \_\_\_\_\_ in advance  
 on the \_\_\_\_\_  
 in every year during the said term.

3. The Tenant will pay all rates and taxes that are now or  
 may hereafter become payable in respect of the said land  
 during the currency of this Agreement.

4. The Tenant will not assign sublet or in any way part  
 with the possession of the said land or any part thereof.

5. The Tenant will permit the Landlord or his agents at all  
 reasonable times to enter upon the land and premises and  
 inspect the condition thereof.

6. The Tenant will at his own expense eradicate and keep  
 down all thistles and noxious weeds and destroy all rabbits  
 on the said land.

7. The Tenant will keep and at the end of the term deliver  
 up the dwelling house and all other buildings fences gates  
 windmills troughs piping and all other improvements now  
 erected or made or during this agreement to be erected or  
 made on the said land in a good and substantial state of  
 repair.

8. The Tenant shall be at liberty during the continuance of  
 this agreement to remove any buildings erected by him on  
 the said land but he shall forthwith repair and make good  
 any damages caused to the said premises by reason of such  
 removal and if necessary paint the portion of any main  
 building which may be disfigured.

9. The Tenant will not cut down or destroy any timber on  
 the said land and will preserve and maintain the trees hedges  
 and shrubs in any plantation thereon.

10. The Tenant will on the expiry of this agreement quietly  
 and peaceably quit and deliver up and surrender possession of  
 the said land and premises to the Landlord.

11. The Tenant will not without the consent of the Landlord  
 first had and obtained cut or interfere with any fences on  
 the said land and shall not be at liberty to impound or charge  
 trespass fees against the Landlord for damage caused by  
 the trespass of any stock belonging to the Landlord or its  
 tenants if and when the said fences shall be in want of repair  
 and not proof against stock and in no case will any trespass  
 fees or damages be allowed to the Tenant unless notice in  
 writing of such trespass be given to the Landlord immediately  
 after the same shall have occurred.

12. That the Tenant will permit any Government officer or  
 workmen at all reasonable times to enter upon the land for  
 the purpose of surveying or of constructing irrigation works.

13. The Tenant shall not sow any seed that is not abso-  
 lutely clean and free from weeds.

14. If in the opinion of the Landlord the fences and gates  
 on the said land are not kept in a proper state of repair the  
 Landlord may have same repaired and charge the Tenant with  
 the cost of such repairs.

15. In case the rent or rents hereby reserved or any part  
 thereof shall be in arrear for the space of twenty-one days  
 whether the same shall have been demanded or not if the  
 Tenant shall during this agreement become bankrupt or insol-  
 vent or make any assignment for the benefit of his creditors or  
 if there shall be a breach by the Tenant of any of the agree-  
 ments and conditions herein contained it shall be lawful for  
 the Landlord his attorneys or agents to re-enter upon any part  
 of the said leased premises in the name of the whole and  
 determine the tenancy hereby created.

The Common Seal of the Closer Settlement Board was  
 hereunto affixed the \_\_\_\_\_ day of \_\_\_\_\_  
 in the year of our Lord One thousand nine hundred  
 and \_\_\_\_\_

Chairman or Member.

Secretary.

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

## TWENTY-SECOND SCHEDULE.

## AGREEMENT UNDER SECTION 168 (SUB-SECTION 1).

## Closer Settlement Act 1928.

An Agreement made the \_\_\_\_\_ day of \_\_\_\_\_  
 One thousand nine hundred and \_\_\_\_\_ between the Closer  
 Settlement Board of the State of Victoria (hereinafter called  
 the "Board") of the one part and

\_\_\_\_\_ in the said State (hereinafter  
 called the "applicant") of the other part. Whereas the appli-  
 cant under the provisions of the *Closer Settlement Act 1928*  
 has become the approved applicant for a conditional purchase  
 lease of an allotment of land being the Farm allotment specified  
 in the margin hereof (the same being a  
 Closer Settlement allotment within the mean-  
 ing of the *Closer Settlement Act 1928* and  
 hereinafter referred to as the "said allot-  
 ment") And whereas the value of the said  
 allotment is £ s. d. And Whereas  
 such value after deducting therefrom the  
 sum of £ s. d. being the amount of  
 the deposit which the applicant has paid  
 with his application with interest on the  
 balance calculated at the rate of five per  
 centum per annum for thirty-six and a half

years (the term agreed upon by the applicant and the Board  
 as that over which the payment of purchase money shall extend)  
 amounts in the whole to the sum of £ s. d. to be  
 paid by seventy-three half-yearly instalments which instalments  
 have been calculated in accordance with the table in force  
 applicable for the repayment by half-yearly instalments of an  
 advance of £ s. d. lent at five per centum interest per  
 annum for thirty-six and a half years adopted by the Board  
 prepared in the form of the table in the Fifth Schedule to the  
*Land Act 1928* and approved by the Governor in Council And  
 whereas if this Agreement had not been made and entered into  
 the applicant would be entitled to be granted a Conditional  
 Purchase Lease of the said allotment for the term of thirty-  
 six and a half years from the \_\_\_\_\_ day of \_\_\_\_\_

19 \_\_\_\_\_ under which payment of the said sum of £ s. d.  
 would be required to be made by seventy-two half-yearly instal-  
 ments of £ s. d. each and a final instalment of £ s. d.  
 on the \_\_\_\_\_ day of the months of \_\_\_\_\_ and  
 in every year and the first of such half-yearly instalments  
 would have become due and payable on the \_\_\_\_\_ day  
 of \_\_\_\_\_ One thousand nine hundred and \_\_\_\_\_ And

Whereas the Board being of opinion that for some special cause  
 the applicant is not likely to be able to pay any of the said  
 half-yearly instalments for a period of \_\_\_\_\_ years has at  
 his request agreed with him that during such period no payment  
 of any instalment of purchase money and interest in respect  
 of the said allotment (save as hereinafter provided) shall be  
 required to be made by the applicant on condition that in all  
 other respects he will (so far as the same are applicable)  
 observe and perform and be bound by the several covenants  
 conditions provisions agreements acts matters and things to be  
 contained in the Conditional Purchase Lease to be issued in  
 respect of the said allotment and which are set out in the  
 First Schedule hereto and that in addition to the fencing and  
 improvements required thereunder he will during such period  
 effect to the satisfaction of the Board the further improvements  
 specified in the Second Schedule hereto Now these presents  
 witness and it is hereby agreed by and between the parties  
 hereto as follows:—

1. The applicant shall be entitled to enter upon and occupy  
 the said allotment for a period of \_\_\_\_\_ years as from  
 the \_\_\_\_\_ day of \_\_\_\_\_ 19 (hereinafter referred  
 to as the "said period").

2. Except in regard to the payments of instalments the ap-  
 plicant shall during the said period (so far as the same are  
 applicable) observe and perform and be bound by the several  
 covenants conditions provisions agreements acts matters and  
 things to be contained in the said Conditional Purchase Lease  
 and which are set out in the First Schedule hereto and in  
 addition to the fencing and improvements required thereunder  
 the applicant shall during the said period effect to the satis-  
 faction of the Board the further improvements specified in the  
 Second Schedule hereto.

3. During the said period the applicant shall if so required  
 by the Board from time to time pay unto it such part of the  
 proceeds derived from the said allotment or the use thereof as  
 the Board may direct and the same may if the Board thinks  
 fit be applied towards the liquidation of the instalments which  
 may become due under the Conditional Purchase Lease.

4. Subject to the due observance of and compliance with the  
 provisions of this Agreement by the applicant he shall upon  
 the expiration of the said period be entitled to have a Con-  
 ditional Purchase Lease issued to him in respect of the said  
 allotment such lease to be for a period of thirty-six and a half  
 years and in addition to providing for the payment of the  
 half-yearly instalments to be made thereunder to contain the  
 like several covenants conditions provisions agreements acts  
 matters and things as are set out in the First Schedule hereto  
 and such others as the Board may require.



5. Provided always and it is hereby further agreed and declared by and between the parties hereto that in the event of any breach by the applicant of any of the provisions of this agreement the Board or the responsible Minister of the Crown for the time being administering the *Closer Settlement Act 1928* may take proceedings for the recovery of all unpaid instalments of purchase money and interest which would have been required to be paid by the applicant if a Conditional Purchase Lease had been issued to him and this agreement had not been made and entered into without prejudice nevertheless to the right of the Board to enforce any obligation on the part of the applicant hereunder. In witness whereof the Board hath hereunto affixed its Common Seal and the applicant hath hereunto set his hand and seal

## FIRST SCHEDULE.

*Covenants, Conditions, Provisions and Agreements to be contained in Conditional Purchase Lease.*

The lessee doth hereby for himself his heirs executors administrators and assigns covenant and agree with His Majesty King George V. 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 provisions agreements acts matters and things hereinafter contained (that is to say):—

[For the appropriate conditions, &c., see the numbered clauses in the Twenty-fourth Schedule in these Regulations.]

## SECOND SCHEDULE.

Further improvements to be effected by the applicant during the said period to the satisfaction of the Board in addition to the fencing and improvements required under Conditional Purchase Lease.

The Common Seal of the Closer Settlement Board was hereunto affixed in the presence of—

Chairman or Member.  
Secretary.

Signed Sealed and Delivered by the said applicant in the presence of—

(Applicant to sign here)

(Witness to sign here)

(L.S.)

## TWENTY-THIRD SCHEDULE.

AGREEMENT UNDER SECTION 163 (SUB-SECTION (3)).

*Closer Settlement Act 1928.*

Agreement made the \_\_\_\_\_ day of \_\_\_\_\_ One thousand nine hundred and \_\_\_\_\_ between the Closer Settlement Board of the State of Victoria (hereinafter called "the Board") of the one part and \_\_\_\_\_ of the other part. Whereas the lessee is the conditional purchase lessee under Indenture of Lease dated the \_\_\_\_\_ day of \_\_\_\_\_ One thousand nine hundred and \_\_\_\_\_ (hereinafter referred to as "the said lease") of the surface and down to a depth of \_\_\_\_\_ feet below the surface of all that piece of land in the said State being allotment \_\_\_\_\_ section \_\_\_\_\_ Parish of \_\_\_\_\_ County of \_\_\_\_\_ containing \_\_\_\_\_ more or less (the same being a

Closer Settlement allotment within the meaning of the *Closer Settlement Act 1928* and hereinafter referred to as "the said allotment") And whereas under the said lease a sum of £ \_\_\_\_\_ representing the value of the said allotment (less the amount of the deposit paid by the lessee) and interest calculated at the rate and for the period and in the manner provided by the said lease is payable by the lessee by seventy-two equal half-yearly instalments of £ \_\_\_\_\_ each and a final instalment of £ \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ and the \_\_\_\_\_ day of \_\_\_\_\_ in every year clear of all deductions the first of the said half-yearly instalments being due and payable on the \_\_\_\_\_ day of \_\_\_\_\_ One thousand nine hundred and \_\_\_\_\_ And whereas it is provided by Section 163 of the *Closer Settlement Act 1928* that where the Board is of opinion that in any particular locality any land is for some special cause not likely to be reproductive or remunerative for any period not exceeding five years it may in its discretion at the request of the conditional purchase lessee of any allotment of such land enter into an agreement with such lessee that no payment of any instalment of purchase money and interest under such lease shall be made for a period not exceeding the first five years of his lease on condition that in addition to the fencing and improvements required under the lease he shall during such period effect to the satisfaction of the Board such further improvements as may be specified in the agreement and that at the expiration of the said period payment of the value of the allotment with interest thereon shall be made pursuant to the provisions of Division

IV. of the said Act. And whereas the Board being of opinion that the said allotment is not likely to be reproductive or remunerative during the first period of \_\_\_\_\_ years of the said lease has at the request of the lessee agreed to enter into this agreement. Now therefore it is hereby agreed by and between the Board and the lessee as follows:—

1. That no payment of any instalment of purchase money and interest under the said lease shall be required to be made by the lessee during the period of the first \_\_\_\_\_ years of such lease.

2. That the lessee shall during the period of the first \_\_\_\_\_ years of the said lease in addition to the fencing and improvements required under such lease effect to the satisfaction of the Board such further improvements as are specified in the Schedule hereto.

3. That during the period of the first \_\_\_\_\_ years of the said lease interest at the rate of Five pounds per centum per annum payable half-yearly shall be calculated on the value of the said allotment less the amount of the deposit paid by the lessee as set out in the said lease and at the expiration of such period such interest shall be added to such capital value of the said allotment.

4. That after the expiration of the period of the first \_\_\_\_\_ years of the said lease payment of the capital value of the said allotment (to be increased as provided in the preceding clause) with the interest thereon calculated at the like rate and for the like period and in the like manner as is provided in the said lease shall be made by the lessee to the Board pursuant to the said Act by \_\_\_\_\_ equal half-yearly instalments of £ \_\_\_\_\_ each and a final instalment of £ \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ and the \_\_\_\_\_ day of \_\_\_\_\_ in every year clear of all deductions until the whole of the said sum of £ \_\_\_\_\_ shall be paid the first of such half-yearly instalments to be paid on the \_\_\_\_\_ day of \_\_\_\_\_ One thousand nine hundred and \_\_\_\_\_

5. That in the event of any instalments of purchase money and interest payable under the said lease having been paid by the lessee prior to the date hereof the lessee shall be credited in the books of the Board therewith and after deducting therefrom any amounts due by the lessee for water charges and/or advances made under the said Act the balance of such payments shall be held and appropriated by the Board (so far as such balance extends) in payment of the amended instalments to be paid by the lessee under these presents as and when the same become payable.

6. That the lessee shall be credited in the books of the Board with interest at the rate of \_\_\_\_\_ per centum per annum on the amount of any unappropriated balance as aforesaid from time to time standing to his credit.

7. Save as herein provided nothing herein contained shall be deemed to affect the said lease or any of the provisions thereof but any breach by the lessee of the provisions of this agreement shall be deemed to be and shall be attended by the like consequences as a breach of the provisions under the said lease.

In witness whereof the Board hath hereunto affixed its Common Seal and the lessee hath hereunto set his hand and seal.

## SCHEDULE HEREIN REFERRED TO.

The Common Seal of the Closer Settlement Board was hereunto affixed in the presence of—

Chairman or Member.  
Secretary.

Signed, sealed, and delivered by the lessee in the presence of—

## TWENTY-FOURTH SCHEDULE.

*Closer Settlement Act 1928.*

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

## CONDITIONAL PURCHASE LEASE OF FARM ALLOTMENT.

This Indenture dated the \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord One thousand nine hundred and \_\_\_\_\_ and made between His Excellency \_\_\_\_\_ Governor of 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 Closer Settlement Board (hereinafter referred to as the "Board") of the second part and \_\_\_\_\_ of (hereinafter called the "lessee") of the third part Whereas the lessee has become an applicant for the conditional purchase by half-yearly instalments namely one instalment of £ \_\_\_\_\_ s. d. (hereinafter referred to as the deposit) instalments of £ \_\_\_\_\_ s. d. each and a final instalment of £ \_\_\_\_\_ s. d. of the Farm Allotment hereinafter referred to valued at the sum of £ \_\_\_\_\_ s. d. And whereas such value after deducting therefrom the sum of £ \_\_\_\_\_ s. d.

being the amount of the deposit which the lessee has paid with his application with interest on the balance calculated at the rate of \_\_\_\_\_ 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 Fifth Schedule to the *Land Act 1928* and approved by the Governor in Council Witnesseth that in consideration of the payments hereby covenanted to be made and the covenants conditions and provisions herein contained and on the part of the lessee his executors administrators and assigns to be observed and performed His Majesty doth by these presents grant and demise unto the lessee the surface and down to a depth of \_\_\_\_\_ feet below the surface of All that piece of land in the State of Victoria being allotment \_\_\_\_\_ of section \_\_\_\_\_ Parish of \_\_\_\_\_ County of \_\_\_\_\_ containing \_\_\_\_\_ more

or less (the same being a Closer Settlement allotment within the meaning of the *Closer Settlement Act 1928*) 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 colored yellow To have and to hold the said piece of land unto the lessee his executors administrators and assigns for the term of \_\_\_\_\_ years from the day of the date of these presents unless sooner determined as hereinafter provided Excepting and reserving nevertheless unto His Majesty his heirs and successors the right of resumption in accordance with the provisions and conditions hereinafter expressed and contained of such parts of the said land as may from time to time be required for reserves for public purposes roads railways canals reservoirs or for mining purposes such parts of the said land when the same are required for any of the purposes aforesaid to be set out by description in a proclamation in the *Government Gazette* and also described in a notice in writing to the lessee his executors administrators or transferees by the Governor for the time being acting with the advice of the Executive Council such notice to the lessee his executors administrators or assigns being delivered to or sent through the post office addressed to the occupier of the land for the time being And further reserving and excepting to His Majesty and his licensees the right to make water-races and to lay water pipes over the land hereby demised without payment of compensation Provided nevertheless that in any such case the purchase money of the land hereby demised shall be reduced proportionately 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 minerals as defined in the *Mines Act 1928* in upon or under the said demised premises together with liberty for His Majesty his heirs and successors and his or their agents servants lessees licensees

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

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 and minerals as aforesaid and to extract and remove therefrom any such gold silver and minerals 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 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 mining lease or mineral lease under the *Mines Act 1928* or any corresponding previous enactment to enter therein and to mine for gold silver or minerals within the meaning of the said Act and to erect and occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those to which such person would for the time being be entitled to mine for gold and silver 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 \_\_\_\_\_ and the \_\_\_\_\_ day of \_\_\_\_\_ in every year clear of all deductions Payment of the deposit having been made the first of the said half-yearly payments to be made on the \_\_\_\_\_ day of \_\_\_\_\_ that will be in the year One thousand nine hundred and \_\_\_\_\_ and the final instalment to be made on the \_\_\_\_\_ day of \_\_\_\_\_ next following the expiration of the term hereby created And the lessee doth hereby for himself his heirs executors administrators and assigns covenant and agree with His Majesty his heirs and successors and with the Board that he the lessee his executors administrators or assigns will observe and perform and be bound by the several covenants conditions provisions agreements acts matters and things hereinafter contained (that is to say):—

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

2. That he or they will during the continuance of this demise pay bear and discharge all existing and future taxes rates duties charges imposts assessments and outgoings whatsoever for the time being payable by or imposed on either landlord or tenant in respect of the said premises.

3. That these presents are upon this condition that the lessee or (upon a transfer pursuant to law) his transferee 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 1928* Provided that for the purposes of this condition residence shall be deemed to be complied with if the lessee or his transferee with the consent of the Board resides with his family either on any part of the estate of which this allotment formed a portion when acquired by the Board or on any land adjoining or separated only by a road or watercourse from such allotment or during the first five 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 three 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 three years of this lease Provided in the case at any time of the bankruptcy insolvency or death of the lessee that Firstly it shall not be obligatory on the trustee assignee or receiver in bankruptcy or insolvency or on the executors or administrators of the lessee to comply with the condition of residence hereinbefore contained And Secondly the trustee assignee or receiver in bankruptcy or insolvency of the executors or administrators of the lessee at any time within twelve months from the date of such insolvency or death or within such further period as in the case of drought or other special circumstances the Minister for the time being administering the *Closer Settlement Act 1928* allows may assign with the written consent of the Board these presents to any person who is qualified for becoming a lessee under the *Closer Settlement Act 1928* 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 the trustee assignee or receiver in bankruptcy or 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 bankruptcy or insolvency or death of the lessee or within such further period as aforesaid the trustee assignee or receiver in such bankruptcy or 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 1928* 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 three 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 three years hereof the Board

is satisfied that all the covenants and conditions hereof have been complied with the lessee may with the written consent of the Board but subject to the *Closer Settlement Act 1923* 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 and 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 1928* 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 1928* 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 this 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 that where owing to special circumstances it appears to the Board to be equitable in any particular case to modify the requirements of this clause it may by writing under its seal recommend to the Minister for the time being administering the *Closer Settlement Act 1928* the modification of those requirements and the Minister may modify the same accordingly and observance of the requirements as so modified shall be deemed to be observance of the requirements of this clause. 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 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 in favour of the Board for such amount as may be prescribed and as the Board may approve.

10. 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 watercourses 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.

11. 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.

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.

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 provisions contained in the Schedule hereto or which may be prescribed pursuant to the *Closer Settlement Act 1928* from time to time by the Governor in Council.

17. That these presents are upon this further condition that the Governor in Council or the Board may at any time enter upon the whole or any portion of the land hereby demised for the purpose of resuming 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 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.

18. 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.

19. 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 proceedings taken for or on account of the same by any person whomsoever the defendants or defendant to such action may plead leave and licence 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 Eighty per centum of the value of the improvements effected on the land over and above any encumbrance, 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.

20. 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 provisions 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.

21. 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 1928* 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 interest of the lessee in the said allotment to be put up for sale by auction and transfer the lease to the purchaser (who must be a qualified person under the *Closer Settlement Act 1928*) of such interest or may cause the said allotment to be forfeited and put up for sale by auction on such terms and conditions as the Governor in Council determines.

22. That these presents are upon this further condition that at any time after the expiration of the first twelve years of this demise provided the Board is satisfied that all the covenants and conditions hereof have been complied with and the fencing and improvements maintained and that the full purchase money for the land and for any improvements has been paid the lessee or his representatives shall be entitled to a grant in fee of the land hereby demised subject to such covenants conditions 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.

In witness whereof His Excellency

Governor of 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 the *Closer Settlement 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 *Closer Settlement Board* was hereunto affixed the day of in the year of our Lord One thousand nine hundred and in the presence of—  
 Chairman or Member.  
 Secretary.  
 Signed Sealed and Delivered by the lessee in the presence of—  
 (Witness to sign here) (Lessee to sign here)  
 (L.S.) (L.S.)

TWENTY-FIFTH SCHEDULE.

Sections 112 and 167, *Closer Settlement Act 1928*.

EXTENSION OF LEASE.

This Indenture made the day of 19 between His Excellency Governor of the State of Victoria and its Dependencies for and on behalf of His Majesty the King of the first part the *Closer Settlement Board* (hereinafter referred to as the "Board") of the second part and of (hereinafter referred to as the "lessee") of the third part Whereas it has been mutually agreed by and between the parties hereto also parties to the within written lease for allotment of section Parish of County of that notwithstanding anything therein contained the term by the said lease limited shall be extended to cover as from the day of its date a period of years in the whole in lieu of the term therein provided and incidental to such extension that the amount of instalments of purchase money or rent therein reserved be adjusted on the basis that the lessee had originally been an applicant for the conditional purchase of the land demised by half-yearly instalments and that the several sums in fact paid by the lessee under the lease by way of rent or instalments of purchase money amounting in the whole to the sum of £ s. d. should be credited in the books of the Board to the account of the lessee and that the same be applied so far as it is available in satisfying and discharging the amount payable by way of deposit and the several half-yearly instalments due or accruing due on the lease under the altered conditions arising out of the extension aforesaid Now these presents witness that the parties hereto severally covenant and agree as follows (that is to say) :—

- (1) That notwithstanding anything in the within written lease contained the same shall be read and construed as if the lessee had originally applied for the conditional purchase of the land demised by half-yearly instalments including a deposit of £ s. d. (hereinafter called the "deposit") and as if the same had been granted to him for a term of years as from the date thereof.

- (2) That the provisions of the *reddendum* clause of the lease shall be read and construed as if it provided for the lessee his executors administrators or assigns yielding and paying for the land demised the sum of £ s. d. by half-yearly instalments of £ s. d. each on the day of and the day of in every year clear of all deductions.
- (3) That the lessee shall be credited in the books of the Board with the amount paid by him to date on account of the deposit and the half-yearly instalments heretofore paid under the terms of the lease and that the amount so credited shall be applied so far as it is available in satisfying his obligations under the lease as hereby amended.
- (4) That the lessee shall and will forthwith pay to His Majesty the difference (if any) between the amount carried to his credit in account as aforesaid and the sum of the deposit and instalments which have or are to be deemed to have accrued due under the terms of the lease as hereby amended on the basis of the lease having been originally granted for the extended term and that thereafter the lessee his executors administrators or assigns will pay the half-yearly instalments in due course as such instalments accrue due.
- (5) That the provision of the lease shall be read and construed as applying to the altered conditions made by these presents in the same way and to the same extent as if the lease had been originally granted for the extended term and save and except as the same is by these presents varied or altered the parties hereto hereby ratify and confirm such lease.

In witness whereof His Excellency Governor of the State of Victoria and its Dependencies hath on behalf of His Majesty the King caused these presents to be sealed with the seal of the said State and the *Closer Settlement Board* hath hereunto affixed its Common Seal and the lessee hath hereunto set his hand and seal.

The Common Seal of the *Closer Settlement Board* was hereunto affixed in the presence of—  
 (SEAL) Chairman or Member.  
 Secretary.

Signed sealed and delivered by the lessee in the presence of—  
 (L.S.)

TWENTY-SIXTH SCHEDULE.

Agricultural Student.

*Closer Settlement Act 1928*.

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

CONDITIONAL PURCHASE LEASE OF FARM ALLOTMENT.

This Indenture dated the day of in the year of our Lord One thousand nine hundred and and made between His Excellency Governor of 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 *Closer Settlement Board* (hereinafter referred to as the "Board") of the second part and of (hereinafter called the "lessee") of the third part Whereas the lessee has become an applicant for the conditional purchase by half-yearly instalments of the Farm Allotment hereinafter referred to valued at £ : s. d. And whereas such value after deducting therefrom the sum of £ : s. d. (being the amount of the deposit payment of which is postponed as hereinafter provided) with interest on the balance 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 equal half-yearly instalments of £ : s. d. each and a final instalment of £ : s. d. (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 Fifth Schedule to the *Land Act 1928* and approved by the Governor in Council) And whereas the Governor in Council (moved by the fact that the lessee has established that he is a person entitled to claim the benefits of section 178 of the *Closer Settlement Act 1928*) has on the recommendation of the Board agreed to postpone for a period of years from the date hereof (hereinafter referred to

as the period of postponement) the payment of the said deposit of £ : s. d. and the payment of the first of the said half-yearly instalments of £ : s. d. each (the lessee agreeing to pay the amount of the said deposit and of the said instalments so postponed with interest thereon at the rate of Five pounds per centum per annum during the period of postponement and also to pay the balance of the said sum of £ : s. d. after deducting therefrom the amount of the first of the said half-yearly instalments of £ : s. d. each in manner hereinafter appearing) And whereas the deposit and the instalments so postponed as aforesaid together with interest thereon at the rate of Five pounds per centum per annum during the period of postponement amount to the sum of £ : s. d. (hereinafter referred to as the postponed sum) And whereas the Board has approved of payment of the postponed sum of £ : s. d. being made in twenty half-yearly instalments commencing from the date of the expiration of the period of postponement hereinafter referred to And whereas such postponed sum with interest on the same calculated as commencing from the date of the expiration of the period of postponement at the rate of Five pounds per centum per annum for a period of ten years amounts in the whole to the sum of £ : s. d. to be paid by twenty equal half-yearly instalments of £ : s. d. each (such instalments being calculated in the manner hereinafter mentioned) Witnesseth that in consideration of the payments hereby covenanted to be made and the covenants conditions and provisions herein contained and on the part of the lessee his executors administrators and assigns to be observed and performed His Majesty doth by these presents grant and demise unto the lessee the surface and down to a depth of feet below the surface of All that piece of land in the State of Victoria being allotment of section Parish of County of containing more or less (the same being a Closer Settlement Allotment within the meaning of the *Closer Settlement Act 1928*) 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 colored yellow To have and to hold the said piece of land unto the lessee his executors administrators and assigns for the term of years from the day of the date of these presents unless sooner determined as hereinafter provided Excepting and reserving nevertheless unto His Majesty his heirs and successors the right of resumption in accordance with the provisions and conditions hereinafter expressed and contained of such parts of the said land as may from time to time be required for reserves for public purposes roads railways canals reservoirs or for mining purposes such parts of the said land when the same are required for any of the purposes aforesaid to be set out by description in a proclamation in the *Government Gazette* and also described in a notice in writing to the lessee his executors administrators or transferees by the Governor for the time being acting with the advice of the Executive Council such notice to the lessee his executors administrators or assigns being delivered to or sent through the post office addressed to the occupier of the land for the time being And further reserving and excepting to His Majesty and his licensees the right to make water-races and to lay water pipes over the land hereby demised without payment of compensation Provided nevertheless that in any such case the purchase money of the land hereby demised shall be reduced proportionately 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 minerals as defined in the *Mines Act 1928* in upon or 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 and minerals as aforesaid and to extract and remove therefrom any such gold silver and minerals 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 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 mining lease or mineral lease under the *Mines Act 1928* or any corresponding previous enactment to enter therein

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

and to mine for gold silver or minerals within the meaning of the said Act and to erect and occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those to which such person would for the time being be entitled to mine for gold and silver 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 Firstly the hereinbefore mentioned sum of £ : s. d. by twenty equal half-yearly instalments of £ : s. d. each on the day of and the day of in each year the first of such half-yearly instalments to be paid on the day of in the year 19 (a day six months after the expiration of the period of postponement) and Secondly the sum of £ : s. d. (being the balance of the hereinbefore mentioned sum of £ : s. d. after deducting therefrom the amount of the first of the said half-yearly instalments thereof of £ : s. d. each) to be paid by equal half-yearly instalments of £ : s. d. each on the day of and the day of in each year and a final instalment of £ : s. d. the first of such half-yearly instalments to be paid on the day of in the year 19 and the final instalment of £ : s. d. to be paid 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 provisions 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 hereinafter appointed for payment thereof clear of all deductions.

2. That he or they will during the continuance of this demise pay bear and discharge all existing and future taxes rates duties charges imposts assessments and outgoings whatsoever for the time being payable by or imposed on either landlord or tenant in respect of the said premises.

3. That these presents are upon this condition that the lessee or (upon a transfer pursuant to law) his transferee 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 1928* Provided that for the purposes of this condition residence shall be deemed to be complied with if the lessee or his transferee with the consent of the Board resides with his family either on any part of the estate of which this allotment formed a portion when acquired by the Board or on any land adjoining or separated only by a road or watercourse from such allotment or during the first five 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 three 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 three years of this lease Provided in the case at any time of the bankruptcy insolvency or death of the lessee that Firstly it shall not be obligatory on the trustee assignee or receiver in bankruptcy or insolvency or on the executors or administrators of the lessee to comply with the conditions of residence hereinafter contained And Secondly the trustee assignee or receiver in bankruptcy or insolvency or the executors or administrators of the lessee at any time within twelve months from the date of such insolvency or death or within such further period as in the case of drought or other special circumstances the Minister for the time being administering the *Closer Settlement Act 1928* allows may assign with the written consent of the Board these presents to any person who is qualified for becoming a lessee under the *Closer Settlement Act 1928* 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 the trustee assignee or receiver in bankruptcy or 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 bankruptcy or insolvency or death of the lessee or within such further period as aforesaid the trustee assignee or receiver in such bankruptcy or 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 1928* 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 three 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 three years hereof the Board is satisfied that all the covenants and conditions hereof have been complied with the lessee may with the written consent of the Board but subject to the *Closer Settlement Act 1928* 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 and 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 1928* 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 1928* 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 this 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 that where owing to special circumstances it appears to the Board to be equitable in any particular case to modify the requirements of this clause it may by writing under its seal recommend to the Minister for the time being administering the *Closer Settlement Act 1928* the modification of those requirements and the Minister may modify the same accordingly and observance of the requirements as so modified shall be deemed to be observance of the requirements of this clause. 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 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 in favour of the Board for such amount as may be prescribed and as the Board may approve.

10. 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 watercourses 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.

11. 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.

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.

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 provisions contained in the Schedule hereto or which may be prescribed pursuant to the *Closer Settlement Act 1928* from time to time by the Governor in Council.

17. That these presents are upon this further condition that the Governor in Council or the Board may at any time enter upon the whole or any portion of the land hereby demised for the purpose of resuming 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 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.

18. 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.

19. 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 proceedings taken for or on account of the same by any person whomsoever the defendants or defendant to such action may plead leave and licence 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 Eighty per centum of the value of the improvements effected on the land over and above any encumbrance 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.

20. 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 provisions 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.

21. 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 1928* 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 interest of the lessee in the said allotment to be put up for sale by auction and transfer the lease to the purchaser (who must be a qualified person under the *Closer Settlement Act 1928*) of such interest or may cause the said allotment to be forfeited and put up for sale by auction on such terms and conditions as the Governor in Council determines.

22. That these presents are upon this further condition that at any time after the expiration of the first twelve years of this demise provided the Board is satisfied that all the covenants and conditions hereof have been complied with and the fencing and improvements maintained and that the full purchase money for the land and for any improvements has been paid the lessee or his representatives shall be entitled to a grant in fee of the land hereby demised subject to such covenants conditions 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.

In witness whereof His Excellency, Governor of 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 the *Closer Settlement 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 *Closer Settlement Board* was hereunto affixed the \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord One thousand nine hundred and \_\_\_\_\_ in the presence of—

Chairman or Member.

Secretary.

Signed Sealed and Delivered by the lessee in the presence of—

(Witness to sign here).

(Lessee to sign here).

(L.S.)

(L.S.)

TWENTY-SEVENTH SCHEDULE.

Entered in the Register Book, Vol. \_\_\_\_\_ Fol. \_\_\_\_\_

Assistant Registrar of Titles.

*Closer Settlement Act 1928.*

CONDITIONAL PURCHASE LEASE OF FARM ALLOTMENT.—  
(MOUNTAINOUS AREA.)

This Indenture dated the \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord One thousand nine hundred and \_\_\_\_\_ and made between His Excellency

Governor of 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 *Closer Settlement Board* (hereinafter referred to as the "Board") of the second part and

of

(hereinafter called the "lessee") of the third part Whereas the lessee has become an applicant for the conditional purchase by half-yearly instalments of the Farm Allotment hereinafter referred to valued at the sum of £ : s. d. And whereas the responsible Minister of the Crown for the time being administering the said Act having on the recommendation of the Board directed that no instalment of purchase money and interest (except as hereinafter provided) shall be payable under these presents during the first \_\_\_\_\_ years thereof (hereinafter referred to as the "free period") the value of the said allotment with interest thereon at the rate of Five pounds per centum per annum for the free period as required by the said Act amounts to the sum of £ : s. d. And whereas after allowing for payment of an adjustment amount of £ : s. d. the balance (£ : s. d.) of such last-mentioned sum with interest thereon 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 \_\_\_\_\_ instalments of £ : s. d. each and a final instalment of £ : s. d. 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 Fifth Schedule to the *Land Act 1928* and approved by the Governor in Council. Witnesseth that in consideration of the payments hereby covenanted to be made and the covenants conditions and provisions herein contained and on the part of the lessee his executors administrators and assigns to be observed and performed His Majesty doth by these presents grant and demise unto the lessee the surface and down to a depth of \_\_\_\_\_ feet below the surface of All that piece of land in the State of Victoria being allotment \_\_\_\_\_ of section \_\_\_\_\_

Parish of \_\_\_\_\_ County of \_\_\_\_\_ containing \_\_\_\_\_ more or less (the same being a *Closer Settlement Allotment* in a Mountainous Area within the meaning of the *Closer Settlement Act 1928*) 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 colored 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 or reduced as hereinafter provided for the first ten years rent free (except as hereinafter provided) 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 minerals as defined in the *Mines Act 1928* in upon or 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

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

mine therein or thereon for gold silver and minerals as aforesaid and to extract and remove therefrom any such gold silver and minerals 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 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 mining lease or mineral lease under the *Mines Act 1928* or any corresponding previous enactment to enter therein and to mine for gold silver or minerals within the meaning of the said Act and to erect and occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those to which such person would for the time being be entitled to mine for gold and silver 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 (subject to any necessary adjustments that may be made in the event of the free period being reduced or discontinued as hereinafter provided) the sum of £ : s. d. by equal half-yearly instalments of £ : s. d. each on the day of and the day of in every year and a final instalment of £ : s. d. the first of the said half-yearly instalments (unless required to be sooner paid as hereinafter provided) to be paid on the day of that will be in the year and the final instalment to be paid on the first of the said half-yearly days next following the expiration of the term hereby created or in the event of the said term being reduced as hereinafter provided next following the expiration of the said term so reduced 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 provisions agreements acts matters and things hereinafter contained (that is to say):—

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

2. That he or they will during the continuance of this demise pay bear and discharge all existing and future taxes rates duties charges imposts assessments and outgoings whatsoever for the time being payable by or imposed on either landlord or tenant in respect of the said premises.

3. That these presents are upon this condition that the lessee or (upon a transfer pursuant to law) his transferee 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 1928* Provided that for the purposes of this condition residence shall be deemed to be complied with if the lessee or his transferee with the consent of the Board resides with his family either on any part of the estate of which this allotment formed a portion when acquired by the Board or on any land adjoining or separated only by a road or watercourse from such allotment or during the first five 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 three 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 three years of this lease Provided in the case at any time of the bankruptcy insolvency or death of the lessee that Firstly it shall not be obligatory on the trustee assignee or receiver in bankruptcy or insolvency or on the executors or administrators of the lessee to comply with the condition of residence hereinbefore contained. And Secondly the trustee assignee or receiver in bankruptcy or insolvency or the executors or administrators of the lessee at any time within twelve months from the date of such insolvency or death or within such further period as in the case of drought or other special circumstances the Minister for the time being administering the *Closer Settlement Act 1928* allows may assign with the written consent of the Board these presents to any person who is qualified for becoming a lessee under the *Closer Settlement Act 1928* 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 the trustee assignee or receiver in

bankruptcy or 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 bankruptcy or insolvency or death of the lessee or within such further period as aforesaid the trustee assignee or receiver in such bankruptcy or 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 1928* 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 three 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 three years hereof the Board is satisfied that all the covenants and conditions hereof have been complied with the lessee may with the written consent of the Board but subject to the *Closer Settlement Act 1928* 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 and 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 1928* 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 1928* 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 this 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 that where owing to special circumstances it appears to the Board to be equitable in any particular case to modify the requirements of this clause it may by writing under its seal recommend to the Minister for the time being administering the *Closer Settlement Act 1928* the modification of those requirements and the Minister may modify the same accordingly and observance of the requirements as so modified shall be deemed to be observance of the requirements of this clause 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 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 in favour of the Board for such amount as may be prescribed and as the Board may approve.



10. 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 watercourses 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.

11. 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.

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.

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 provisions contained in the Schedule hereto or which may be prescribed pursuant to the *Closer Settlement Act 1928* from time to time by the Governor in Council.

17. That these presents are upon this further condition that the Governor in Council or the Board may at any time enter upon the whole or any portion of the land hereby demised for the purpose of resuming 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 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.

18. 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.

19. 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 proceedings taken for or on account of the same by any person whomsoever the defendants or defendant to such action may plead leave and licence 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 Eighty per centum of the value of the improvements effected on the land over and above any encumbrance 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.

20. 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 provisions 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.

21. 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 1928* 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 interest of the lessee in the said allotment to be put up for sale by auction and transfer the lease to the purchaser (who must be a qualified person under the *Closer Settlement Act 1928*) of such interest or may cause the said allotment to be forfeited and put up for sale by auction on such terms and conditions as the Governor in Council determines.

22. That these presents are upon this further condition that at any time after the expiration of the first twelve years of this demise provided the Board is satisfied that all the covenants and conditions hereof have been complied with and the fencing and improvements maintained and that the full purchase money for the land and for any improvements has been paid the lessee or his representatives shall be entitled to a grant in fee of the land hereby demised subject to such covenants conditions 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.

In witness whereof His Excellency

Governor of 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 the Closer Settlement Board hath hereunto affixed its Common Seal and the lessee hath hereunto set his hand and seal.

#### SCHEDULE HEREINBEFORE REFERRED TO.

23. It is hereby expressly agreed and declared that these presents are upon the following further conditions that is to say:—

- (1) That the lessee his executors administrators or assigns shall and will during each and every year of the free period reduce at least one-tenth part of the said allotment to a state of clean grass or cultivation to the satisfaction of the Board and shall and will continue to maintain the area so reduced to clean grass or cultivation to the satisfaction of the Board.
- (2) That the responsible Minister of the Crown for the time being administering the *Closer Settlement Act 1928* may on the recommendation of the Board reduce or discontinue the concession of the free period where such Minister is satisfied that any covenant or condition of these presents is not being complied with by the lessee his executors administrators or assigns or that the said allotment is not being satisfactorily worked and in any such event the term of these presents and the amount of the purchase money to be paid hereunder shall be reduced commensurately with such reduction or withdrawal and the instalments hereinbefore provided shall be adjusted commensurately with such reduced amount of purchase money and shall become payable on each of the half-yearly days hereinbefore appointed following the expiration of the reduced free period or the withdrawal of the free period.

- (3) That notwithstanding anything hereinbefore contained no transfer of the lessee's interest under these presents shall be approved by the Board until all interest payable in respect of the free period to the date of transfer has been paid to the Board.

The Common Seal of the Closer Settlement Board was herunto affixed the \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord One thousand nine hundred and \_\_\_\_\_ in the presence of—

Chairman or Member.

Secretary.

Signed Sealed and Delivered by the \_\_\_\_\_ (L.S.)  
lessee in the presence of—

(Witness to sign here)

(Lessee to sign here)

TWENTY-EIGHTH SCHEDULE.

*Closer Settlement Act 1928.*

Entered in the Register Book, Vol. \_\_\_\_\_ Fol. \_\_\_\_\_

Assistant Registrar of Titles.

CONDITIONAL PURCHASE LEASE OF WORKMAN'S HOME ALLOTMENT.

This Indenture dated the \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord One thousand nine hundred and \_\_\_\_\_ and made between His Excellency \_\_\_\_\_ Governor of 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 Closer Settlement Board (hereinafter referred to as the "Board") of the second part and \_\_\_\_\_ (hereinafter called the "lessee") of the third part: Whereas the lessee has become an applicant for the conditional purchase by half-yearly instalments namely one instalment of £ \_\_\_\_\_ s. \_\_\_\_\_ d. (hereinafter referred to as the deposit) instalments of £ \_\_\_\_\_ s. \_\_\_\_\_ d. each and a final instalment of £ \_\_\_\_\_ s. \_\_\_\_\_ d. of the Workman's Home allotment hereinafter referred to valued at the sum of £ \_\_\_\_\_ s. \_\_\_\_\_ d. And whereas such value after deducting therefrom the sum of £ \_\_\_\_\_ s. \_\_\_\_\_ d. being the amount of the deposit which the lessee has paid with his application with interest on the balance 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 Fifth Schedule to the *Land Act 1928* and approved by the Governor in Council Witnesseth that in consideration of the payments hereby covenanted to be made and the covenants conditions and provisions herein contained and on the part of the lessee his executors administrators and assigns to be observed and performed His Majesty doth by these presents grant and demise unto the lessee the surface and down to a depth of \_\_\_\_\_ feet below the surface of All that piece of land in the State of Victoria being allotment \_\_\_\_\_ of section \_\_\_\_\_ Parish of \_\_\_\_\_ County of \_\_\_\_\_ containing \_\_\_\_\_ more or less (the same being a Closer Settlement allotment within the meaning of the *Closer Settlement Act 1928*) and shown with the measurements and abuttals thereof in the map or diagram drawn in the margin of these presents and in such map or diagram colored yellow To have and to hold the said piece of land unto the lessee his executors, administrators and assigns for the term of \_\_\_\_\_ years from the day of the date of these presents unless sooner determined as hereinafter provided Excepting and reserving nevertheless unto His Majesty his heirs and successors the right of resumption in accordance with the provisions and conditions hereinafter expressed and contained of such parts of the said land as may from time to time be required for reserves for public purposes roads railways canals reservoirs or for mining purposes such parts of the said land when the same are required for any of the purposes aforesaid to be set out by description in a proclamation in the *Government Gazette* and also described in a notice in writing to the lessee his executors administrators or transferees by the

Governor for the time being acting with the advice of the Executive Council such notice to the lessee his executors administrators or assigns being delivered to or sent through the post office addressed to the occupier of the land for the time being And further reserving and excepting to His Majesty and his licensees the right to make water-races and to lay water pipes over the land hereby demised without payment of compensation Provided nevertheless that in any such case the purchase money of the land hereby demised shall be reduced proportionately 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 minerals as defined in the *Mines Act 1928* in upon or 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 and minerals as aforesaid and to extract and remove therefrom any such gold silver and minerals 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 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 mining lease or mineral lease under the *Mines Act 1928* or any corresponding previous enactment to enter therein and to mine for gold silver or minerals within the meaning of the said Act and to erect and occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those to which such person would for the time being be entitled to mine for gold and silver 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 \_\_\_\_\_ and the \_\_\_\_\_ day of \_\_\_\_\_ in every year clear of all deductions Payment of the deposit having been made the first of the said half-yearly payments to be made on the \_\_\_\_\_ day of \_\_\_\_\_ that will be in the year One thousand nine hundred and \_\_\_\_\_ and the final instalment to be made on the \_\_\_\_\_ day of \_\_\_\_\_ next following the expiration of the term hereby created And the lessee doth hereby for himself his heirs executors administrators and assigns covenant and agree with His Majesty his heirs and successors and with the Board that he the lessee his executors administrators or assigns will observe and perform and be bound by the several covenants conditions provisions 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 the manner hereinbefore appointed for payment thereof clear of all deductions.

2. That he or they will during the continuance of this demise pay bear and discharge all existing and future taxes rates duties charges imposts assessments and outgoings whatsoever for the time being payable by or imposed on either landlord or tenant in respect of the said premises.

3. That these presents are upon this condition that the lessee or (upon a transfer pursuant to law) his transferee 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 1928* Provided that for the purposes of this condition residence shall be deemed to be complied with if the lessee or his transferee with the consent of the Board resides with his family either on any part of the estate of which this allotment formed a portion when acquired by the Board or on any land adjoining or separated only by a road or water-course from such allotment or during the first five 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 three years of the term hereby granted the lessee with the consent of the Board sublets the said land the lessee shall not during the time the said land is so sublet be required to reside on the said land.

4. That these presents are upon this further condition that during the first three years of the term hereby granted neither he nor they will without the written consent of the Board first had and obtained mortgage the said allotment nor transfer assign or sublet the same and then only to a person eligible to hold such an allotment nor will during the said first three years having such consent sublet the said allotment for a period at any one time exceeding twelve months during which period the lessee shall not be required to reside on the allotment provided the qualified person fulfils the conditions of this lease as to residence. Provided in the case at any time of the bankruptcy insolvency or death of the lessee that Firstly it shall not be obligatory on the trustee assignee or receiver in bankruptcy or insolvency or on the executors or administrators of the lessee to comply with the condition of residence hereinbefore contained. And Secondly the trustee assignee or receiver in bankruptcy or insolvency or the executors or administrators of the lessee at any time within twelve months from the date of such insolvency or death or within such further period as in the case of drought or other special circumstances the Minister for the time being administering the *Closer Settlement Act 1928* allows may assign with the written consent of the Board these presents to any person who is qualified for becoming a lessee under the *Closer Settlement Act 1928* 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 the trustee assignee or receiver in bankruptcy or 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 bankruptcy or insolvency or death of the lessee or within such further period as aforesaid the trustee assignee or receiver in such bankruptcy or 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 1928* 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 three years in the last preceding clause mentioned will not transfer assign sublet or mortgage any part of the land hereby demised without the written consent of the Board first had and obtained it being a condition of these presents that if at any time after the expiration of the first three years hereof the Board is satisfied that all the covenants and conditions hereof have been complied with the lessee may with the written consent of the Board but subject to the *Closer Settlement Act 1928* 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 and 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 1928* included in the term "vermin" or which the Governor in Council may by proclamation in the *Government Gazette* declare or have declared to be vermin for the purposes of the said Act or of any Act thereby repealed upon the land hereby demised and will keep the same free of such animals and birds and of Bathurst burr wild briar and gorse to the satisfaction of the Board.

7. That he or they will within one year from the date of this lease unless sooner called upon under the provisions of the *Fences Act 1928* to the satisfaction of the Board enclose the land hereby demised with a substantial and sufficient fence.

8. That these presents are upon this condition that the lessee shall to the satisfaction of the Board within one year from the date of these presents erect on the allotment hereby demised a substantial dwelling-house of a value of at least Fifty pounds and within two years from the said date also make substantial improvements thereon (in addition to the fencing hereinbefore referred to and the erection of the said dwelling-house) of a value of at least Twenty-five pounds.

9. That these presents are upon this further condition that not more than one residence and not more than one place of business shall be erected on the land hereby leased.

10. That he or they will if required by the Board insure and keep insured against fire all buildings (including materials intended for the completion of the buildings) and fences

(including fencing material intended for the completion of the fences) for the time being on the land hereby demised by a policy made out in favour of 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. This lease is on this further condition that if it be proved to the satisfaction of the Board that for the effective drainage of any Closer Settlement allotment it is necessary to provide a drainage course through the land hereby demised the lessee of such allotment shall have the right to cut a drain of such dimensions and along such a course as may be authorized by the Board.

13. 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.

14. That he or they not being the holder of a mining or mineral lease him and them permitting will not open up any mine on the land comprised in this lease without the previous permission of the Board in writing.

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 provisions contained in the Schedule hereto or which may be prescribed pursuant to the *Closer Settlement Act 1928* from time to time by the Governor in Council.

17. That these presents are upon this further condition that the Governor in Council or the Board may at any time enter upon the whole or any portion of the land hereby demised for the purpose of resuming 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 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.

18. 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.

19. That these presents are upon this further condition that if and whenever any instalment covenanted to be paid hereunder shall be in arrear whether the same shall have been legally demanded or not or if and whenever there shall be a breach of any of the covenants and agreements positive or negative by the lessee hereinbefore contained and this lease be avoided either by operation of law or by a determination of the Governor in Council hereinafter provided then these presents and the term hereby created shall be void and of no effect and immediately upon these presents and the term hereby created becoming void and of no effect it shall be lawful for any bailiff of Crown lands or for any other agent or officer authorized in that behalf without any demand whatsoever to enter upon the land hereby demised and the lessee 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 proceedings taken for or on account of the same by any person whomsoever the defendants or defendant to such action may plead leave and licence 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 Eighty per centum of the value of the improvements effected on the land over and above any encumbrance 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.

20. 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 provisions 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.

21. 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 1928* 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 interest of the lessee in the said allotment to be put up for sale by auction and transfer the lease to the purchaser (who must be a qualified person under the *Closer Settlement Act 1928*) of such interest or may cause the said allotment to be forfeited and put up for sale by auction on such terms and conditions as the Governor in Council determines.

22. 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.

In witness whereof His Excellency Governor of 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 the Closer Settlement Board hath hereunto affixed its Common Seal and the lessee hath hereunto set his hand and seal.

SCHEDULE HEREBEFORE REFERRED TO.

The Common Seal of the Closer Settlement Board was hereunto affixed the \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord One thousand nine hundred and \_\_\_\_\_ in the presence of—

(L.S.) \_\_\_\_\_ Chairman or Member.  
Secretary.

Signed sealed and delivered by the lessee in the presence of—  
(L.S.) \_\_\_\_\_

TWENTY-NINTH SCHEDULE.

*Closer Settlement Act 1928.*

Entered in the Register Book Vol. \_\_\_\_\_ Fol. \_\_\_\_\_

Assistant Registrar of Titles.

CONDITIONAL PURCHASE LEASE OF AGRICULTURAL LABOURER'S ALLOTMENT.

This Indenture dated the \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord One thousand nine hundred and \_\_\_\_\_ between His Excellency Governor of 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 Closer Settlement Board (hereinafter referred

to as the "Board") of the second part and of (hereinafter called the "lessee") of the

third part Whereas the lessee has become an applicant for the conditional purchase by half-yearly instalments namely one instalment of £ : s. d. (hereinafter referred to as the deposit) instalments of £ : s. d. each and a final instalment of £ : s. d. of the Agricultural Labourer's Allotment hereinafter referred to valued at the sum of £ : s. d. And whereas such value after deducting therefrom the sum of £ : s. d. being the amount of the deposit which the lessee has paid with his application with interest on the balance calculated at the rate of \_\_\_\_\_ 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 Fifth Schedule to the *Land Act 1928* and approved by the Governor in Council Witnesseth that in consideration of the payments hereby covenanted to be made and the covenants conditions and provisions herein contained and on the part of the lessee his executors administrators and assigns to be observed and performed His Majesty doth by these presents grant and demise unto the lessee the surface and down to a depth of \_\_\_\_\_ feet below the surface of All that piece of land in the State of Victoria being allotment \_\_\_\_\_ of section \_\_\_\_\_ Parish of \_\_\_\_\_ County of \_\_\_\_\_ containing \_\_\_\_\_ more or less (the same being a Closer Settlement Allotment within the meaning of the *Closer Settlement Act 1928*) 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 colored yellow To have and to hold the said piece of land unto the lessee his executors administrators and assigns for the term of \_\_\_\_\_ years from the day of the date of these presents unless sooner determined as hereinafter provided Excepting and reserving nevertheless unto His Majesty his heirs and successors the right of resumption in accordance with the provisions and conditions hereinafter expressed and contained of such parts of the said land as may from time to time be required for reserves for public purposes roads railways canals reservoirs or for mining purposes such parts of the said land when the same are required for any of the purposes aforesaid to be set out by description in a proclamation in the *Government Gazette* and also described in a notice in writing to the lessee his executors administrators or transferees by the Governor for the time being acting with the advice of the Executive Council such notice to the lessee his executors administrators or assigns being delivered to or sent through the post office addressed to the occupier of the land for the time being And further reserving and excepting to His Majesty and his licensees the right to make water-races and to lay water pipes over the land hereby demised without payment of compensation Provided nevertheless that in any such case the purchase money of the land hereby demised shall be reduced proportionately 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 minerals as defined in the *Mines Act 1928* in upon or 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 and minerals as aforesaid and to extract and remove therefrom any such gold silver and minerals 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 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 mining lease or mineral lease under the *Mines Act 1928* or any corresponding

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

previous enactment to enter therein and to mine for gold silver or minerals within the meaning of the said Act and to erect and occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those to which such person would for the time being be entitled to mine for gold and silver 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 and the day of in every year clear of all deductions Payment of the deposit having been made the first of the said half-yearly payments to be made on the day of that will be in the year One thousand nine hundred and and the final instalment to be made on the day of 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 provisions agreements acts matters and things hereinafter contained (that is to say):—

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

2. That he or they will during the continuance of this demise pay bear and discharge all existing and future taxes rates duties charges imposts assessments and outgoings whatsoever for the time being payable by or imposed on either landlord or tenant in respect of the said premises.

3. That these presents are upon this condition that the lessee unless prevented by illness certified to the satisfaction of the Board will during the currency of this lease personally reside on the land demised eight months during each year This condition of personal residence may be complied with to the satisfaction of the Board in accordance with the provisions of section 74 of the *Land Act 1928* 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 transferee with the consent of the Board resides with his family either on any part of the estate of which this allotment formed a portion when acquired by the Board or on any land adjoining or separated only by a road or water-course from such allotment or during the first five 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 three years of the term hereby granted the lessee with the consent of the Board sublets the said land the lessee shall not during the time the said land is so sublet be required to reside on the said land.

4. That these presents are upon this further condition that during the first three years of the term hereby granted neither he nor they will without the written consent of the Board first had and obtained mortgage the said allotment nor transfer assign or sublet the same and then only to a person eligible to hold such an allotment nor will during the said first three years having such consent sublet the said allotment for a period at any one time exceeding twelve months during which period the lessee shall not be required to reside on the allotment provided the qualified person fulfils the conditions of this lease as to residence Provided in the case at any time of the bankruptcy insolvency or death of the lessee that Firstly it shall not be obligatory on the trustee assignee or receiver in bankruptcy or insolvency or on the executors or administrators of the lessee to comply with the condition of residence hereinbefore contained. And Secondly the trustee assignee or receiver in bankruptcy or insolvency or the executors or administrators of the lessee at any time within twelve months from the date of such insolvency or death or within such further period as in the case of drought or other special circumstances the Minister for the time being administering the *Closer Settlement Act 1928* allows may assign with the written consent of the Board these presents to any person who is qualified for becoming a lessee under the *Closer Settlement Act 1928* 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 the trustee assignee or receiver in bankruptcy or insolvency or the executors or administrators of the lessee such lessee not having personally resided on the allotment pursuant to the conditions of these presents in that behalf or no proof satisfactory to the Board being given of such residence the Governor in Council may date such assigned lease so as to enable the new lessee to comply with the said condition of residence and may make such adjustments of the rent as are necessary and these presents shall be read and construed accordingly. And Thirdly that if within twelve months from the date of the bankruptcy or insolvency or death of the lessee or within such further period as aforesaid the trustee assignee or receiver in such bankruptcy or 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 1928* 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 three years in the last preceding clause mentioned will not transfer assign or mortgage any part of the land hereby demised without the written consent of the Board first had and obtained it being a condition of these presents that if at any time after the expiration of the first three years hereof the Board is satisfied that all the covenants and conditions hereof have been complied with the lessee may with the written consent of the Board but subject to the *Closer Settlement Act 1928* 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 and 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 1928* included in the term "vermin" or which the Governor in Council may by proclamation in the *Government Gazette* declare or have declared to be vermin for the purposes of the said Act or of any Act thereby repealed upon the land hereby demised and will keep the same free of such animals and birds and of Bathurst burr wild briar and gorse to the satisfaction of the Board.

7. That he or they will within two years from the date of this lease unless sooner called upon under the provisions of the *Fences Act 1928* enclose the land hereby demised with a substantial and sufficient fence.

8. These presents are upon this condition that the lessee shall to the satisfaction of the Board within one year from the date of these presents erect on the allotment hereby demised a substantial dwelling-house of a value of at least Thirty pounds.

9. 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 in favour of the Board for such amount as may be prescribed and as the Board may approve.

10. 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.

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

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.

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 provisions contained in the Schedule hereto or which may be prescribed pursuant to the *Closer Settlement Act 1928* from time to time by the Governor in Council.

17. That these presents are upon this further condition that the Governor in Council or the Board may at any time enter upon the whole or any portion of the land hereby demised for the purpose of resuming 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 assignors 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 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.

18. 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.

19. 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 assignors 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 proceedings taken for or on account of the same by any person whomsoever the defendants or defendant to such action may plead leave and licence 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 Eighty per centum of the value of the improvements effected on the land over and above any encumbrance 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.

20. 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 provisions 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.

21. 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 1928* 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 interest of the lessee in the said allotment to be put up for sale by auction and transfer the lease to the purchaser (who must be a qualified person under the *Closer Settlement Act 1928*) of such interest or may cause the said allotment to be forfeited and put up for sale by auction on such terms and conditions as the Governor in Council determines.

22. 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.

In witness whereof His Excellency Governor of 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 the *Closer Settlement 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 <i>Closer Settlement Board</i> was hereunto affixed the day of in the year of our Lord One thousand nine hundred and in the presence of—	(L.S.)
Chairman or Member.	
Secretary.	
Signed Sealed and Delivered by the lessee in the presence of	(L.S.)

THIRTY-FIRST SCHEDULE.

Section 119 *Closer Settlement Act 1928*.

APPLICATION BY THE HOLDER OF A CONDITIONAL PURCHASE LEASE TO SURRENDER SAME AND DISPOSE OF HIS INTEREST IN IMPROVEMENTS.

Parish— Being the holder of a Conditional Purchase  
 Allotment— Lease for the land specified in the margin, I  
 Section— hereby apply to surrender such lease, and to  
 Area— dispose of my interest in the improvements  
 A. R. P. to of (being a  
 Date of lease— person duly qualified to hold a Conditional  
 Purchase Lease) for the sum of  
 My reasons for desiring to surrender such  
 lease are\*

\* Here state reasons.

Signature—

DECLARATION.

I, of in the State of Victoria do solemnly and sincerely declare that I have effected

the following improvements on the area specified in this application and that their value to an incoming tenant is as set out hereunder:—

PARTICULARS IN FULL.	Total Cost.
Fencing	
Cultivation	
Buildings	
Water storage	
All other improvements	

And I further declare that all water rates and shire rates thereon have been paid.

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

Signature—

Declared at \_\_\_\_\_, in the State of Victoria, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, \_\_\_\_\_, Justice of the Peace, or Commissioner for taking Declarations and Affidavits.

THIRTY-SECOND SCHEDULE.

Sections 113, 114, and 115, *Closer Settlement Act 1928.*

CERTIFICATE FOR IMPROVEMENTS, AND COMPLIANCE WITH CONDITIONS.

This is to certify that on the land referred to in the schedule hereunder the lessee thereof, before the end of the \_\_\_\_\_<sup>first</sup> \_\_\_\_\_<sup>second</sup> \_\_\_\_\_<sup>third</sup> \_\_\_\_\_<sup>sixth</sup> year from the commencement of his lease has [here insert such one of the following as is applicable]:—

*Farm Allotment.*

- (a) Made substantial and permanent improvements equivalent in value to at least two instalments of the purchase money payable therefor;
- (b) Made substantial and permanent improvements to the value of ten pounds per centum of the purchase money payable therefor;
- (c) Made substantial and permanent improvements to the value of Twenty pounds per centum of the purchase money payable therefor.

*Workman's Home Allotment.*

- (d) Fenced the allotment and erected a substantial dwelling-house of a value of at least Fifty pounds;
- (e) Made additional substantial improvements on his allotment of a value of at least Twenty-five pounds.

*Agricultural Labourer's Allotment.*

- (f) To the Board's satisfaction erected on the allotment a substantial dwelling-house of a value of at least Thirty pounds;
- (g) Enclosed the allotment with a substantial fence,

as required by the lease.

[Schedule may be included here.]

The Common Seal of the Closer Settlement Board was hereunto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, in the presence of—

Chairman or Member.  
Secretary.

THIRTY-THIRD SCHEDULE.

APPLICATION TO (1)TRANSFER OR MORTGAGE A CONDITIONAL PURCHASE LEASE OF

FARM  
WORKMAN'S HOME  
AGRICULTURAL LABOURER'S  
ALLOTMENT.

Estate—  
Parish—  
Allotment—  
Section—  
Area—  
A. R. P.  
Date of Lease—

Being the holder of a Conditional Purchase Lease under the *Closer Settlement Act 1928* or some corresponding previous enactment of the land specified in the margin, and having paid all rents and fees due thereon, and otherwise complied with all the covenants and conditions of the said lease, I hereby apply for the consent in writing of the Closer Settlement Board to the transfer (1) or mortgage of the said land to of

Signature—

Occupation—

Postal Address—

*Declaration.*

I, \_\_\_\_\_ of \_\_\_\_\_ in the State of Victoria, do solemnly and sincerely declare that I have resided on the \_\_\_\_\_ Estate for a period of not less than \_\_\_\_\_ years from the date of my lease; that the boundaries of the allotment have been fenced, and that improvements upon the said land have been effected to the value of £ \_\_\_\_\_ and that my reasons for desiring to (1)transfer are \_\_\_\_\_ mortgage

(2) The selling price of the land is £ \_\_\_\_\_

(3) The amount of the mortgage is £ \_\_\_\_\_ at the rate of \_\_\_\_\_ per centum per annum, for the term of \_\_\_\_\_ years from \_\_\_\_\_, reducible to \_\_\_\_\_ per centum per annum if paid within thirty days from the due date.

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

Signature—

Declared at \_\_\_\_\_ in the State aforesaid, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me \_\_\_\_\_, Justice of the Peace or Commissioner for taking Declarations and Affidavits.

- (1) Strike out the word not required.
- (2) If mortgage is applied for this clause may be struck out.
- (3) If transfer is applied for this clause may be struck out.

DECLARATION BY PROPOSED TRANSFEREE.

I, (a) \_\_\_\_\_ of \_\_\_\_\_ hereby declare that the value of the area I now desire to obtain by transfer would not, if added to the value of the area already owned by me, exceed £ \_\_\_\_\_; and that I am not under eighteen years of age.

(a) Insert full name, address, and occupation.

Questions.	Statements in Reply.
1. Do you own any land in the State of Victoria? If so, state the number of acres, value and situation, and how held.	
2. Do you know the conditions of the Closer Settlement Act, and are you prepared to comply with them?	
3. Do you know the condition that the lessee must reside on the allotment for a period of not less than eight months in each year until the issue of the Crown grant?	
4. Have you obtained a Conditional Purchase lease under the Closer Settlement Act by application or transfer? If so— When? Parish? Area? Value?	

THIRTY-THIRD SCHEDULE—continued.

5. (To be answered only in case of a Workman's Home Allotment.) My total assets do not exceed	£
6. (To be answered only in case of a Workman's Home Allotment.) My total income does not exceed	£
7. (This question not to be answered in case of a Workman's Home Allotment.) What means (including stock and agricultural implements or machinery) do you possess for stocking and cultivating the land, and erecting suitable buildings thereon; and what is the total value thereof? State cash in hand or in bank separately.	

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

Signature—  
Occupation—  
Postal Address—

Declared at \_\_\_\_\_ in the State of Victoria, this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_ before me \_\_\_\_\_ Justice of the Peace, or Commissioner for taking Declarations and Affidavits.

NOTE.—A Conditional Purchase lease for a Farm Allotment cannot be transferred, assigned, mortgaged, or sublet during the first three years of such lease. The fee for consent to Mortgage or Transfer an allotment is £1.

THIRTY-FOURTH SCHEDULE.

APPLICATION FOR CONSENT TO SUBLET A CONDITIONAL PURCHASE LEASE OF

FARM WORKMAN'S HOME ALOTMENT. AGRICULTURAL LABOURER'S

Parish— \_\_\_\_\_ Being the registered proprietor under the Allotment— *Closer Settlement Act 1928* or some corresponding Area— \_\_\_\_\_ previous enactment of the land specified in the margin, and having paid all rents and fees due thereon, and otherwise complied with all the covenants and conditions of the Lease Date of Lease— \_\_\_\_\_ thereof, I hereby apply for the consent, in writing, of the Closer Settlement Board to sublet the said land to \_\_\_\_\_ of \_\_\_\_\_ for a term of \_\_\_\_\_ years at a rental of £ \_\_\_\_\_ per annum during which period I undertake to pay all instalments as they become due.

Signature—  
Occupation—  
Postal address—

DECLARATION.

I, \_\_\_\_\_ of \_\_\_\_\_ in the State of Victoria, do solemnly and sincerely declare—

1. That I have resided on the \_\_\_\_\_ Estate for a period of not less than \_\_\_\_\_ years from the date of my lease.
2. That the boundaries of the allotment have been fenced.
3. That other improvements upon the said leasehold have been made to the value of £ \_\_\_\_\_ ; and
4. That my reasons for desiring to sublet are—

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

Signature—

Declared at \_\_\_\_\_ in the State aforesaid this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_ before me \_\_\_\_\_ Justice of the Peace, or Commissioner for taking Declarations and Affidavits.

DECLARATION BY PROPOSED SUB-LESSEE.

I, \_\_\_\_\_ of \_\_\_\_\_ hereby declare that I am not under eighteen years of age, and that the replies to the questions set forth hereunder are true and correct in every particular:—

Questions.	Replies.
1. Do you own any land in the State of Victoria? If so, state the area, value, and situation.	
2. Have you obtained a Conditional Purchase Lease, by application or transfer? If so, furnish full particulars of all transactions, and answer the following questions:— When? Parish? Area? Value? Do you still hold the land so obtained? If not, how disposed of?	
3. If your application is granted, will you undertake to reside on the allotment for at least eight (8) months in each year during the currency of the subletting agreement? Will you undertake to carry out applicable conditions of the lease and permit access by any person or authority in accordance with the terms of the lease?	
4. Why do you desire to rent the land the subject of the foregoing application, and how do you propose to utilize such land, if subletting be sanctioned?	
5. (To be answered only in case of a Workman's Home Allotment.) My total assets do not exceed	£
6. (To be answered only in case of a Workman's Home Allotment.) My total income does not exceed	£
7. (This question not to be answered in case of a Workman's Home Allotment.) What means (including stock and agricultural implements or machinery) do you possess for stocking and cultivating the land, and what is the total value thereof? State cash in hand or in bank separately	

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

Signature—  
Occupation—  
Postal address—

Declared at \_\_\_\_\_, in the State of Victoria, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, before me, \_\_\_\_\_ Justice of the Peace, or Commissioner for taking Declarations and Affidavits.

The fee for consent of the Board to sublet an Allotment is £1.



**THIRTY-FIFTH SCHEDULE.**

*Closer Settlement Act 1928.*

CERTIFICATE OF CONSENT OF THE CLOSER SETTLEMENT BOARD TO TRANSFER OR \*SUBLET A CONDITIONAL PURCHASE LEASE.

Office of the Closer Settlement Board, Melbourne.

This is to certify that the Closer Settlement Board has consented to the transfer by \*subletting of the Conditional Purchase Lease for the surface and down to a depth of feet below the surface of allotment section Parish of County of , and containing acres of roads perches, to

The Common Seal of the Closer Settlement Board was hereunto affixed this day of 19 in the presence of—

Chairman or Member.  
Secretary.

\*NOTE.—In the case of subletting the following shall apply:—

This consent is given subject to the sub-lessee complying with the residence and other applicable conditions of the lease and permitting access by any person or authority in accordance with the terms of the lease.

**THIRTY-SIXTH SCHEDULE.**

*Closer Settlement Act 1928.*

CERTIFICATE OF CONSENT OF THE CLOSER SETTLEMENT BOARD TO THE MORTGAGE OF A CONDITIONAL PURCHASE LEASE.

Office of the Closer Settlement Board, Melbourne.

This is to certify that the Closer Settlement Board has consented to the mortgage by of for a term of years from the day of 19 of the Conditional Purchase Lease held by for the surface and down to a depth of feet below the surface of allotment section Parish of County of containing acres roads perches, to of together with interest at the rate of per centum per annum, reducible to per centum per annum if paid within days from the due date.

The Common Seal of the Closer Settlement Board was hereunto affixed this day of 19 in the presence of—

Chairman or Member.  
Secretary.

**THIRTY-SEVENTH SCHEDULE.**

*Closer Settlement Act 1928.*

APPLICATION FOR A CASH ADVANCE ON THE SECURITY OF IMPROVEMENTS EFFECTED.

To the Closer Settlement Board.

Parish—

Allotment—

Section—

Being the holder of a Conditional Purchase Lease, under section of the Act to occupy the land specified in the margin hereof and having effected improvements to the value of £

Date of Lease— as set forth hereunder, I hereby apply for an advance of £ on the said improvements.

In the event of the Board granting the advance applied for, either in whole or in part, I agree to pay interest on the same at the rate of Five pounds per centum per annum, and to repay the amount advanced by equal half-yearly instalments extending over a period not exceeding twenty years and to execute such security or securities as the Board may require in accordance with the provisions of the *Closer Settlement Act 1928.*

Signature  
Address  
Occupation

Date 19

NOTE.—During the currency of the advance all improvements on the allotment must be kept insured in favour of the Board.  
No. 128.—6827.—3

**MANNER IN WHICH IT IS PROPOSED TO EXPEND ADVANCE (IF GRANTED).**

(Here state fully the purpose to which the Advance is to be applied.)

	Description	Value	£	s.	d.
Buildings					
Fencing					
Clearing					
Purchase of Implements					
Purchase of Seed					
Purchase of Stock					
Payment of Debts					
Any other purpose					
Total			£		

**EXISTING IMPROVEMENTS.**

Fencing.			Total Cost.		Liabilities.	
Description thereof.	No. of Chains.	Cost per Chain.	£	d.	£	s. d.
If wire, No. of wires and gauge						
No. of posts and droppers per chain						
Other class of fencing						
Clearing.						
Number of acres	Nature of Clearing, Grubbing Trees, Removing Stones, &c.					
Cost per acre, £						
Cost of cultivation must not be included.						
Buildings.						
Description.	Dimensions.	Materials.				
Dwelling						
Farm buildings						
Water Storage.						
	Capacity.	Permanency.				
Tank						
Well						
Dam						
Give particulars and cost of all other improvements						
Total Cost of Improvements			£			

NOTE.—If all the improvements are not clear of liability, the amount owing must be shown opposite the improvements in question in the column marked "Liabilities."

**THIRTY-EIGHTH SCHEDULE.**

*Closer Settlement Act 1928 (Part I.).*

APPLICATION FOR ADVANCE (OTHER THAN A CASH ADVANCE ON IMPROVEMENTS).

I, , of , being the holder of allotment Section Parish do hereby apply to the Closer Settlement Board for an advance, which I propose to expend as specified hereunder:—

		Do not write in this Column.	
£	s. d.	£	s. d.

In the event of being granted the advance applied for either in whole or in part, I agree to pay interest thereon as provided by the *Closer Settlement Act 1928*, and to repay the

advance, including interest, in monthly, quarterly, or half-yearly instalments, as may be determined upon by the Board, and to complete all documents necessary to provide the securities for the advance as provided by the *Closer Settlement Act 1928*.

Signature  
Date

NOTE.—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.

THIRTY-NINTH SCHEDULE.

*Closer Settlement Act 1928.*

FORM OF CHARGE TO SECURE ADVANCE.

I, \_\_\_\_\_ of \_\_\_\_\_ Parish— in consideration of the Closer Settlement Board having made an advance of £ \_\_\_\_\_ on the security of my Conditional Purchase Lease Vol. \_\_\_\_\_ Fol. \_\_\_\_\_ for the land described in the margin hereof for the purpose of defraying the cost of \_\_\_\_\_ Allotment— do hereby for myself, my heirs, executors, administrators, and assigns, promise and agree to repay to the said Board the amount of the said advance by \_\_\_\_\_ instalments of £ \_\_\_\_\_ Section— each on the \_\_\_\_\_ day of \_\_\_\_\_ in each year until the whole shall be paid, the first of such instalments to be paid on the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_. And also so long as the said advance or any part thereof shall remain unpaid to pay unto the said Board interest on the amount of the said advance or on so much thereof as shall for the time being remain unpaid at the rate of \_\_\_\_\_ pounds per centum per annum to be computed from the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_. Date of Lease— 19 \_\_\_\_\_, 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 \_\_\_\_\_.

FORTIETH SCHEDULE.

*Closer Settlement Act 1928.*

DISCHARGE OF MORTGAGE CHARGE.

The Closer Settlement Board being the proprietor of a mortgage number \_\_\_\_\_ shown on \_\_\_\_\_ entered in the Register Book, Volume \_\_\_\_\_ Folio \_\_\_\_\_ at the Office of Titles doth hereby acknowledge the receipt of all principal, interest, and other moneys due and secured under or by virtue of the said mortgage and doth hereby discharge the said land described in the said mortgage from the whole of the principal, interest, and other moneys secured or intended to be secured thereby, and from all actions, suits, claims, and demands whatsoever thereunder.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_.

The Common Seal of the Closer Settlement Board was hereunto affixed in the presence of—

Chairman or Member.  
Secretary.

FORTY-FIRST SCHEDULE.

LIEN ON CROPS (OVERDUE INSTALMENTS).

In consideration of £ \_\_\_\_\_ being the amount of overdue instalments either of purchase money or advances payable by me to the Closer Settlement Board (hereinafter called the "Board") under the provisions of the *Closer Settlement Act 1928*, which sum exceeds eighty per centum of the unencumbered value of the improvements on the land held by me under the said Act, I, \_\_\_\_\_ of \_\_\_\_\_ being hereunto required by the Board do hereby pursuant to the said Act give

the Board a preferable lien to the extent of £ \_\_\_\_\_ being portion of the amount of such overdue instalments and the interest hereinafter mentioned on the \_\_\_\_\_ crop of the next ensuing harvest to be harvested on my farm at \_\_\_\_\_ containing \_\_\_\_\_ acres \_\_\_\_\_ roads and \_\_\_\_\_ perches and being allotment \_\_\_\_\_ of section \_\_\_\_\_ Parish of \_\_\_\_\_ County of \_\_\_\_\_

It is agreed that the Board shall be entitled to interest at the rate of \_\_\_\_\_ per centum per annum from the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_ on the said sum of £ \_\_\_\_\_

And it is further agreed that the said crop shall be harvested by me or at my expense and shall be delivered at \_\_\_\_\_ Railway Station to the order of the Board and that the Board may sell or cause to be sold the said crop so delivered and retain the expenses of sale and the moneys due to the Board on this security from the proceeds of sale.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_  
Signature—

Witness—  
Address—

FORTY-SECOND SCHEDULE.

LIEN ON CROPS (ADVANCES).

In consideration of Advances amounting to the sum of £ \_\_\_\_\_ obtained by me under the *Closer Settlement Act 1928*, I, \_\_\_\_\_ of \_\_\_\_\_ being hereunto required by the Closer Settlement Board (hereinafter called the "Board") do hereby give to the Board (in addition to any securities provided under the said Act for such advances) a preferable lien to the extent of £ \_\_\_\_\_ and the interest hereinafter mentioned on the crop of the next ensuing harvest to be harvested on my farm at \_\_\_\_\_ containing \_\_\_\_\_ acres \_\_\_\_\_ roads and \_\_\_\_\_ perches and being allotment \_\_\_\_\_ of section \_\_\_\_\_ Parish of \_\_\_\_\_ County of \_\_\_\_\_

It is agreed that the Board shall be entitled to interest at the rate of \_\_\_\_\_ per centum per annum from the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_ on the said sum of £ \_\_\_\_\_

And it is further agreed that the said crop shall be harvested by me or at my expense and shall be delivered at \_\_\_\_\_ Railway Station to the order of the Board and that the Board may sell or cause to be sold the said crop so delivered and retain the expenses of sale and the moneys due to the Board on this security from the proceeds of sale.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_  
Signature—

Witness—  
Address—

FORTY-THIRD SCHEDULE.

REQUEST FOR ENTRY OF SATISFACTION ON LIEN.

The Closer Settlement Board having received payment of the amount secured under the Liens on Crops mentioned in the Schedule hereunder which have been duly registered in the Office of the Registrar-General of the State of Victoria now requests that satisfaction be entered on the same.

Lien Number.	Name.	Address.	Date of Registration.	Amount.
				£ s. d.

The Common Seal of the Closer Settlement Board was hereunto affixed this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_ in the presence of—

Chairman or Member.  
Secretary.

## FORTY-FOURTH SCHEDULE.

VICTORIA.

Mortgage.

Leasehold.

I, \_\_\_\_\_ of \_\_\_\_\_ (hereinafter referred to as "the Mortgagor") being registered or entitled to be registered as the proprietor of a leasehold estate under a lease from the Crown in the land hereinafter described subject to the encumbrances notified hereunder in consideration of the Closer Settlement Board of the Treasury Buildings, Melbourne (hereinafter referred to as "the Board") having under and subject to the provisions of the *Closer Settlement Act 1928* (hereinafter referred to as "the said Act" which expression shall include any amendments thereof and any Act that may be cited together therewith) made certain advances to or for the Mortgagor amounting to the sum of \_\_\_\_\_ (hereinafter referred to as "the said principal advance") And in consideration of such further sum or sums of money (if any) as may hereafter be advanced under the said Act by the Board to or for the Mortgagor upon the security of this mortgage (hereinafter referred to as "the said further advances") Do hereby covenant with the Board

Firstly.—To apply or cause to be applied the said principal advance and the said further advances (if any) for the purposes only for which the same have been or may be advanced under the said Act.

Secondly.—To observe and comply in all respects with each and every term condition and provision of the said Act and all orders directions or regulations made or given thereunder which are required to be observed or complied with by a person to or for whom an advance has been made by the Board.

Thirdly.—(a) To pay to the Board on account of the said principal advance and interest thereon or on so much thereof as shall from time to time remain owing and unpaid hereunder computed from the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ at the rate of \_\_\_\_\_ pounds per centum per annum equal half-yearly instalments or sums of \_\_\_\_\_ each on every \_\_\_\_\_ day of the months of \_\_\_\_\_ and \_\_\_\_\_ in each year up to and inclusive of the \_\_\_\_\_ day of the month of \_\_\_\_\_ which will be in the year 19\_\_\_\_

(b) To pay to the Board on the \_\_\_\_\_ day of \_\_\_\_\_ the month of \_\_\_\_\_ which will be in the year 19\_\_\_\_ the balance which shall then be owing and unpaid on account of the said principal advance and interest thereon.

(c) To pay to the Board on account of the said further advances (if any) and interest thereon or on so much thereof as shall from time to time remain owing and unpaid computed from the day or respective days of being advanced at the rate aforesaid such half-yearly instalments or sums on such days and during such period as shall be appointed in that behalf pursuant to the provisions of the said Act.

(d) To pay to the Board on the date or respective dates to be appointed in that behalf pursuant to the provisions of the said Act the balance which shall then be owing and unpaid on account of the said further advances and interest thereon.

Provided always and it is hereby agreed and declared that the Board shall and will appropriate and apply each half-yearly instalment or sum as aforesaid as and when received by the Board firstly in payment or satisfaction of interest at the rate aforesaid then remaining owing and unpaid in respect of any advance or advances made to or for the Mortgagor under this mortgage and subject thereto in or towards payment or reduction of the principal moneys for the time being owing or unpaid under this mortgage.

Fourthly.—If any of the aforesaid half-yearly instalments or sums of money or any part thereof shall not be duly and punctually paid upon or within thirty days after the several days appointed for payment thereof respectively to pay to the Board (in addition thereto) interest on the whole amount in arrear at the rate of Five pounds per centum per annum calculated from the due date of such instalment or sum or part until payment thereof but the receipt of such additional interest shall be without prejudice to the rights powers and remedies of the Board hereunder or under the said Act or under any other Act for the time being in force in consequence of such default.

Fifthly.—If any of the aforesaid half-yearly instalments or sums of money or any part thereof shall not be respectively duly and punctually paid upon or within thirty days after the several days appointed for payment thereof respectively or if the Mortgagor shall make default in the performance or observance of any covenant on the part of the Mortgagor herein contained or implied by the *Transfer of Land Act 1928* and such default shall be continued for a period of thirty days the whole of the principal and other moneys expressed or intended to be hereby secured and for the time being remaining unpaid shall at the option of the Board become immediately due payable and recoverable together with interest thereon at the rate aforesaid up to the date of actual payment of the same without prejudice to the rights powers and remedies of the Board as aforesaid.

Sixthly.—That a statement certified and signed by the Secretary or the Accountant to the Board of the Mortgagor's advances account with the Board as appearing from time to time in the books and records of the Board and showing the date and amount or the respective dates and amounts of any advance or advances made by the Board to or for the Mortgagor hereunder the purpose or purposes for which the same was or were made the due dates and amounts of the half-yearly instalments payable by the Mortgagor in respect of any such advance or advances any directions or orders from time to time made or given under or pursuant to the provisions of the said Act respecting any such advance or advances and what balance (if any) of any such advance or advances and interest thereon remains owing and unpaid shall be and be accepted as absolutely final and conclusive and binding upon the Mortgagor who shall not be entitled to make any objection thereto.

Seventhly.—To forthwith insure from loss or damage by fire all buildings and improvements on the said land in favour of the Board for such amount or amounts as shall from time to time be fixed by the Board and as long as any money advanced hereunder or any interest thereon is owing or unpaid to keep the buildings and improvements for the time being on the said land insured from loss or damage by fire in favour of the Board (to an amount which shall be fixed or determined by the Board from time to time).

Eighthly.—To at all times so long as any money shall remain hereby secured pay the rent by the said lease reserved and to observe and perform all and every the covenants and conditions in the said lease contained and on the part of the lessee thereunder to be observed and performed.

Ninthly.—That the Mortgagor now hath an indefeasible title under the *Transfer of Land Act 1928* to all and every part of the said land subject only to the encumbrances notified hereunder.

Tenthly.—That the Mortgagor and every other person having or claiming any estate or interest in the said land or any part thereof will at all times hereafter at the cost of the Mortgagor until foreclosure or sale and afterwards at the cost of the person or persons requiring the same sign and execute every such deed instrument or assurance and do all such acts and things for further or more effectually securing the rights powers and authorities of the Board so far as relates to the said land or any part thereof pursuant to this instrument as shall by the Board be reasonably required.

Eleventhly.—That all costs charges and payments which may be incurred or made by the Board in or about the execution and registration of these presents or in the exercise or enforcement or attempted exercise or enforcement of any power right or remedy conferred upon the Board by the said Act or by the *Transfer of Land Act 1928* or by this instrument or which the Board may in any other way incur owing to default in payment of any money intended to be hereby secured or the breach of any covenant herein contained or implied by virtue of the said Act on the part of the Mortgagor shall be added to and be deemed to be part of the principal money owing upon this mortgage from the time of the same respectively being incurred and shall carry interest at the rate aforesaid from such time until payment thereof.

Provided always and it is hereby agreed and declared that fourteen days shall be and are hereby fixed as the period of time for which the default mentioned in the 146th section of the *Transfer of Land Act 1928* must be continued previously to the service of the notice in the said section mentioned and that fourteen days shall also be and are hereby fixed as the period of time for which such default must continue after service of the said notice before the power of sale given by the 148th section of the *Transfer of Land Act 1928* can be exercised. And it is hereby further agreed and declared that any such notice as aforesaid may be served and such power of sale exercised notwithstanding any previous neglect or waiver of any right to serve a similar notice or to make any sale under the said power and that the conditions of sale under the said power may include conditions for obtaining or allowing compensation for any errors in the description of the property or other matters in any contract or particulars of sale and that on any such sale any time may be allowed for the payment of the whole or any part of the purchase money either with or without interest in the meantime and if with interest then at any rate or rates and either with or without security And it is hereby further agreed and declared that the Board shall not be answerable or accountable for any involuntary losses which may happen in the exercise or execution of any powers conferred by this instrument or by the said Act or by the *Transfer of Land Act 1928* or in doing anything by the said Act or the *Transfer of Land Act 1928* directed to be done And it is hereby further agreed and declared that no purchaser at any sale to be made under the aforesaid power shall be concerned to inquire whether the money intended to be hereby secured or any part thereof has been paid by means of any other security or whether any money is in fact owing upon this mortgage and no such purchaser shall be affected by notice express or constructive that all money intended to be hereby secured has been actually paid.

And it is hereby further agreed and declared that nothing herein contained shall negative or in any wise prejudice or affect the right of the Board under or by virtue of any of the provisions of the said Act or of the *Transfer of Land Act 1928* but that the Board shall be entitled to the full benefit of all rights under or by virtue of any of the provisions of the said Act and/or the *Transfer of Land Act 1928* in addition to the full benefits of the covenants powers and provisions hereinbefore contained. And further that the lease or leases and certificate or certificates of title of the land hereinafter described and intended to be hereby mortgaged shall remain in the custody of the Board during the continuance of this security.

And it is hereby further agreed and declared that in the reading and construction of this mortgage unless repugnant to the context the expression "the Mortgagor" shall be deemed to include the Mortgagor his heirs executors administrators and transferees and the expression "the Board" shall be deemed to include its transferees.

And for better securing the payment in manner aforesaid of the said principal advance and interest thereon and the said further advances and interest thereon and all other moneys intended to be hereby secured the Mortgagor doth hereby mortgage to the Board all the estate and interest of the Mortgagor and all the estate and interest which the Mortgagor is entitled or able to transfer and dispose of in the surface and down to a depth of \_\_\_\_\_ feet below the surface of all the \_\_\_\_\_ piece of land being \_\_\_\_\_ Crown allotment \_\_\_\_\_ Section \_\_\_\_\_ Parish of \_\_\_\_\_ County of \_\_\_\_\_ particularly described in the entered in the Register Book Volume \_\_\_\_\_ Folio \_\_\_\_\_

Dated the \_\_\_\_\_ day of \_\_\_\_\_ One thousand nine hundred and \_\_\_\_\_

Signed in Victoria by the said \_\_\_\_\_  
in the presence of—

The Common Seal of the Closer Settlement Board, was hereunto affixed in the presence of—  
Chairman or Member  
Secretary.

ENCUMBRANCES REFERRED TO.

FORTY-FIFTH SCHEDULE.

STOCK MORTGAGE.

This Indenture made the \_\_\_\_\_ day of \_\_\_\_\_ One thousand nine hundred and \_\_\_\_\_ between \_\_\_\_\_

(hereinafter designated "the Mortgagor") of the one part and the Treasury Settlement Board of the Treasury Buildings Melbourne (hereinafter designated "the Board") of the other part Witnesseth that in consideration of the sum of \_\_\_\_\_

lent advanced and paid by the Board to the Mortgagor the receipt whereof the Mortgagor doth hereby acknowledge the Mortgagor doth by these presents bargain sell assign and transfer unto the Board and its assigns All and Singular the live stock of the Mortgagor particularly mentioned described or set forth in the Schedule hereunder written Together with the present and future progeny and increase of the said live stock and all the right title and interest of the Mortgagor of in and to the premises To have hold receive and take the said live stock and premises unto and by the Board and its assigns absolutely Subject nevertheless to with and under the several powers provisions and declarations hereinafter contained that is to say Provided always that these presents are upon the express condition that if the Mortgagor his executors or administrators shall well and truly pay to the Board or its assigns the said sum of \_\_\_\_\_ in

instalments of £ : : each with interest on the said sum or on so much thereof as will for the time being remain unpaid at the rate of Five pounds per centum per annum, such instalments and interest to be payable on every \_\_\_\_\_ day of \_\_\_\_\_ months of \_\_\_\_\_ in each year, the first of such payments to be made on the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_ with all other moneys which may become due owing or payable by the Mortgagor to the Board and all interest due or payable in respect thereof without any abatement whatsoever then and in such case these presents and everything herein contained shall cease and be void and thereupon the Board or its assigns shall and will at the request and cost of the Mortgagor his executors administrators and assigns sign and give such receipt or memorandum of satisfaction of the moneys hereby secured as shall be reasonable and proper Provided also and it is hereby agreed and declared that if default shall be made in payment

by the Mortgagor his executors or administrators of the said sum of \_\_\_\_\_ and of any further or other moneys due owing or payable as aforesaid or the interest thereon or of any part thereof respectively as aforesaid on the days and at the times appointed for payment thereof respectively or in case the Mortgagor his executors or administrators shall commit a breach of any or either of the covenants hereinafter contained and on his and their part to be observed and performed or in case the Mortgagor shall die or become insolvent or shall assign his estate and effects for the benefit of his creditors or have any execution issued out of any Court against his estate or effects then and in either of the said cases it shall and may be lawful for and the Board and its assigns or any of them or the servants or agents of any of them are hereby licensed authorized and empowered immediately thereupon or at any time or times thereafter without any further consent or privity of the Mortgagor his executors or administrators to enter into and upon any farms lands station run and premises wherein the said live stock issue and premises or any of them respectively shall be depasturing and to take possession of and if necessary to remove the same and then or at any future time or times to sell and dispose of the same by public auction or private contract at such place or places and in such lots and upon and under such terms and conditions and generally in such manner in all respects as the Board or its assigns shall deem most advantageous with power to allow any time or times for the payment of the whole or any part of the purchase money and either with or without taking any security for the same. And also with power to execute do and perform all such assignments deliveries acts matters and things for effectuating any such sale or sales as may be necessary or proper And it is hereby agreed by and between the said parties and the Mortgagor doth hereby declare and direct that the Board or its assigns shall hold and be possessed of the moneys to arise from such sale or sales as aforesaid Upon trust thereof in the first place to pay deduct and satisfy the costs and expenses of making and carrying into effect such sale or sales and incidental thereto including the costs and expenses which shall be incurred in and about seizing taking possession mustering removal care feeding management and sale of the said live stock issue and premises respectively and all other costs and expenses incidental to the execution of the powers herein contained or which shall be occasioned by the non-payment of all or any part of the moneys hereby secured And in the next place to pay retain and satisfy the said sum of \_\_\_\_\_ and all other moneys which may be due owing or payable by the Mortgagor to the Board and all costs charges and expenses which shall have been incurred by reason of the non-payment thereof or any part thereof together with interest thereon respectively at the rate aforesaid and subject to the several payments and deductions aforesaid to pay the residue or surplus (if any) of the said sale moneys unto the Mortgagor his executors administrators or assigns Provided always and it is hereby further agreed and declared by and between the said parties hereto that the receipt or receipts of the Board or its assigns for the moneys to arise from such sale or sales or for any other moneys payable by virtue of these presents shall effectually discharge the purchaser or purchasers or other the person or persons paying the same therefrom and no person or persons taking such receipt shall be obliged to see to the application of the moneys therein expressed to have been received nor be answerable or accountable for the loss misapplication or non-application thereof nor be bound to inquire whether such default as aforesaid shall have been made or otherwise into the regularity of any such sale or sales. And the Mortgagor for himself his heirs executors and administrators doth hereby covenant with the Board and its assigns in manner following (that is to say) That the Mortgagor his executors or administrators shall and will well and truly pay or cause to be paid on the respective days appointed for payment thereof to the Board or its assigns the said sum of \_\_\_\_\_ together with interest thereon in the meantime and so long as any moneys shall remain due on the security hereof at the rate and times aforesaid And that the Mortgagor his executors or administrators shall and will brand or mark the said live stock hereby assigned and the increase and progeny thereof with the brand or mark \_\_\_\_\_ or with some other brand or mark or other distinguishing mark different from the brand or mark of any live stock so that the live stock issue and increase hereby assigned or intended so to be may be easily identified And the Mortgagor for himself his executors and administrators doth hereby give and grant to the Board and its assigns full liberty licence and authority at any time during the continuance of this security to enter into and upon the said farm lands station run or premises wherein or whereon the said stock for the time being be depasturing to view and inspect the same And for the better enabling the Board and its assigns in such inspection shall and will on receiving seven days' previous notice in writing from the Board or its assigns so to do muster the said stock in some convenient

place on the said farm lands station run or premises In witness whereof the Mortgagor hath hereunto set his hand and Seal and the Board hath hereunto set its Common Seal.

The Schedule hereinbefore referred to containing the number and descriptions of the said live stock so far as at present known and the brand or other distinctive mark and the station runs or places where the same are depasturing and also the name of the principal Superintendent or Overseer.

Signed sealed and delivered by the said Mortgagor in the State of Victoria in the presence of:—

The Common Seal of the Closer Settlement Board was hereunto affixed in the presence of—

Chairman or Member.
Secretary.

FORTY-SIXTH SCHEDULE.

DISCHARGE OF STOCK MORTGAGE.

The Closer Settlement Board being the Mortgagee under the Stock Mortgage within registered in the Office of the Registrar-General No. 19 Doth hereby acknowledge the receipt of all principal interest and other moneys due and secured under or by virtue of the said mortgage and Doth hereby discharge the within-named

his executors administrators and assigns and also the stock described or referred to within from the whole of the principal interest and other moneys secured or intended to be secured thereby and from all actions suits claims and demands whatsoever thereunder.

Dated the day of 19

The Common Seal of the Closer Settlement Board was hereunto affixed in the presence of

Chairman or Member.
Secretary.

FORTY-SEVENTH SCHEDULE.

Closer Settlement Act 1928.

AGREEMENT TO LET AND HIRE.

An Agreement made and entered into this day of 19, between the Closer Settlement 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.

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 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 Closer Settlement Act 1928, 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 £ (a) (together with interest on the said sum or on so much thereof as shall from time to time remain unpaid in the meantime at the rate of £ per centum per annum) (b) (being the said value with interest added at the rate of £ per centum per annum) in [quarterly or half-yearly\*] instalments of £ each, the first of which instalments shall become due and payable on the day of 19
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.

(a) Applies to advances under Part I.
(b) Applies to advances under Part II.
\* To be inserted.

- 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 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.

Table with 2 columns: Goods and Chattels, Values. Values are listed in £ s. d. format.

The Common Seal of the Closer Settlement Board was hereunto affixed in the presence of—

Chairman or Member.
Secretary.

Signed, sealed, and delivered by the hirer in the presence of—

Witness.

FORTY-EIGHTH SCHEDULE.

Section 132, *Closer Settlement Act 1928.*

FORM OF AGREEMENT BETWEEN THE BOARD AND A MUNICIPALITY.

This Indenture made the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, between the Closer Settlement Board (hereinafter called "the Board") of the one part and the Councillors and \_\_\_\_\_ of the (hereinafter called "the Municipality") of the other part.

Whereas the \_\_\_\_\_ estate situated in the said \_\_\_\_\_ has been acquired by the Board for the purpose of Closer Settlement.

And whereas the expenditure of a sum of \_\_\_\_\_ is necessary to provide for the road formation and channeling to or on the said estate particulars of which works are specified in the schedule hereto.

And whereas in pursuance of the power contained in sections 132 and 133 of the *Closer Settlement Act 1928* and of every other power in that behalf them or either of them enabling the Board and the Municipality have (subject to there being first obtained the approval of the Minister of Lands to the agreement hereinafter contained and the certificate of the Secretary for Public Works to the projected work and estimate of expenditure) agreed that the Board shall out of the Closer Settlement Fund advance to the said Municipality the sum necessary to carry out the said works, that is to say the sum of \_\_\_\_\_ upon the terms and subject to the conditions for the repayment thereof by the said Municipality to the Board hereinafter appearing.

And whereas the approval of the Minister of Lands to the said agreement and the certificate of the Secretary for Public Works to the projected works and estimates of expenditure have been obtained.

Now this indenture witnesseth as follows:—

1. In pursuance of the said agreement and in consideration of the sum of \_\_\_\_\_ to be advanced in instalments to the Treasurer of the Municipality the Municipality hereby covenants with the Board to pay the Board the said sum of \_\_\_\_\_ together with interest thereon at the rate of \_\_\_\_\_ per centum per annum computed from the \_\_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_ equal instalments of principal and interest combined of \_\_\_\_\_ each whereof the first shall be paid on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, and a like instalment shall be paid on every subsequent \_\_\_\_\_ day of \_\_\_\_\_ and \_\_\_\_\_ day of \_\_\_\_\_ until the said instalments shall have been paid. And that if default be made in payment of any such instalment on the day fixed for payment thereof and such default continue for thirty days thereafter the Municipality will pay interest on the whole amount of such instalments at the rate of \_\_\_\_\_ per centum per annum from the day fixed for payment until payment.

2. In further pursuance of the said agreement and for the consideration aforesaid and with such approval as aforesaid the Municipality in exercise of every or any power enabling it in this behalf hereby declares and also agrees with the Board that the sum required for providing for the payment of the said principal sum and interest in accordance with the covenant on the part of the Municipality hereinbefore contained shall be a charge on the municipal fund and annual income of the Municipality and on all other funds rates and moneys (if any) which the Municipality is authorized to charge for securing the repayment of money borrowed by it as aforesaid and the Municipality hereby charges all the aforesaid funds income rates and moneys with the payment in manner hereinbefore provided of the said sum of £ \_\_\_\_\_ or such part thereof as shall for the time being remain unpaid together with all interest due under these presents.

Provided always and it is hereby agreed and declared that the Municipality may at any time upon giving to the Board three months' notice in writing of its intention to do so pay off the whole or any part of the moneys secured or intended to be secured hereunder.

In witness hereof the Board and the Municipality have hereunto set their common seals.

SCHEDULE.

(Specify particulars of works.)

The Common Seal of the Closer Settlement Board was hereunto affixed this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, in the presence of—

Chairman or Member  
Secretary.

The Common Seal of the \_\_\_\_\_ Councillors and \_\_\_\_\_ of the \_\_\_\_\_ was hereunto affixed by authority of the Council of such \_\_\_\_\_ in the presence of—

Councillors.

FORTY-NINTH SCHEDULE.

Section 129, *Closer Settlement Act 1928.*

APPLICATION FOR A SITE FOR A PUBLIC HALL.

Estate \_\_\_\_\_ Parish \_\_\_\_\_  
Allotment \_\_\_\_\_ Section \_\_\_\_\_ Area \_\_\_\_\_  
Name of lessee in occupation of allotment \_\_\_\_\_  
Address \_\_\_\_\_

I, the undersigned, desire to apply on behalf of settlers within the district for a site for a public hall on the position described above.

Signature \_\_\_\_\_

Date \_\_\_\_\_

I, the above-named lessee, hereby consent to the excision of the required area from my block.

Price agreed upon £ \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Names in full of at least three, but not more than ten, persons who are willing to be nominated for election in the prescribed manner as trustees, together with their addresses and occupations.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

Do the proposed trustees desire the Board to erect the proposed hall? .....

If so, state period required for repayment of cost of site and erection of buildings (ten or twenty years).....

How many settlers are in the district to be served by the proposed hall? .....

Are the proposed trustees prepared to sign an agreement for the purchase of the said land and buildings in the form prescribed? .....

Applications to be forwarded to—

The Secretary,  
Closer Settlement Board,  
Melbourne.

FIFTIETH SCHEDULE.

AGREEMENT FOR SALE OF SITE WITH PUBLIC HALL THEREON.

Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, One thousand nine hundred and \_\_\_\_\_ between His Excellency \_\_\_\_\_ Governor of the State of Victoria and its Dependencies, in the Commonwealth of Australia, by and with the advice of the Executive Council of the said State (hereinafter called the Governor in Council) of the first part, the Closer Settlement Board (hereinafter called the Board) of the second part, and

(hereinafter called the trustees) of the third part.

Whereas it is provided by section 129 of the *Closer Settlement Act 1928* that where land whether before or after the commencement of such Act has been acquired and is being disposed of to discharged soldiers, the Governor in Council, on the recommendation of the Board, made after due inquiry, may set apart allotments of such lands for the purpose of the erection on such allotments of public halls and offices and conveniences connected therewith. And whereas it is provided by the Act that notwithstanding anything in the *Land Act 1928* any Crown land thereunder may, on compliance with the requirements prescribed, be deemed to be land subject to the Act, and as such be made available for the purpose aforesaid, and dealt with in like manner thereto. And whereas it is further provided that where any land under the *Land Act 1928* is made available as aforesaid, or where land has been acquired, whether before or after the commencement of such Act under the *Closer Settlement Act 1928*, and is being disposed of to lessees pursuant to the last-mentioned Act, the Governor in Council may, on the like recommendation, set apart any such land so made available or an allotment of such acquired land for a similar purpose. And whereas by virtue of the provisions of the said Act the Minister may on any such land or allotment of land being set apart as aforesaid permit or cause buildings for the said purpose to be erected thereon accordingly. And whereas it is further provided that after the erection of any such public hall on any such land or allotment of land the said land or allotment may, subject to the provisions of the Act, be sold in fee simple as a site for a public hall to trustees appointed in the prescribed manner by settlers under the Act aforesaid or any of them upon lands in the neighbourhood of such public hall. And whereas in pursuance of

the provisions aforesaid the Governor in Council has set apart the land described in the Schedule hereto for the purpose of a public hall and offices and conveniences connected therewith at \_\_\_\_\_, and the Minister of Lands has caused buildings to be erected on the said land accordingly, and the Governor in Council, with the consent of the Board, has pursuant to the said Act approved of the sale of the said land in fee simple as a site for a public hall at the price and upon the terms hereinafter mentioned, to the trustees, who have been duly appointed in the prescribed manner by settlers as aforesaid, or by the Governor in Council. And whereas possession of the said land has been given to the trustees, now it is hereby agreed as follows:—

1. The purchase money for the said land, together with the buildings erected thereon, shall be the sum of £ \_\_\_\_\_, being the price fixed by the Board as the cost of the land and all expenses incurred.

2. The trustees shall pay to the Board on account of the purchase money (less the sum of £ \_\_\_\_\_ already paid by them to the Board by way of deposit) and interest thereon on so much thereof as shall from time to time remain owing and unpaid hereunder computed from the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at the rate of \_\_\_\_\_ pounds per centum per annum, the equal half-yearly instalments of £ \_\_\_\_\_ each on every \_\_\_\_\_ day of the month of \_\_\_\_\_, and in each year up to and inclusive of the \_\_\_\_\_ day of the month of \_\_\_\_\_, One thousand nine hundred and \_\_\_\_\_ of \_\_\_\_\_, One thousand nine hundred and \_\_\_\_\_, the balance which shall then be owing and unpaid on account of the purchase money and interest hereunder.

3. So long as any instalment of the purchase money or interest remains owing hereunder the trustees shall not alter the construction of any buildings on the said land or in any way pull down or remove the same or any part or parts thereof without the consent in writing of the Board.

4. The trustees shall not subdivide the land except in accordance with a design approved by the Board, nor shall they use the land without the consent of the Governor in Council for any purpose other than that for which it is sold, and the trustees shall at all times keep and maintain the buildings erected thereon in good and substantial repair, and shall permit the servants and officers of the Board at all reasonable times to enter into and upon the said land and premises to view and inspect the state and condition thereof.

5. The trustees shall forthwith insure and, so long as any instalments of purchase money or interest shall remain owing, keep insured against loss or damage by fire, in favour of the Board all buildings which for the time being shall be erected on the said land and which shall be of a nature and kind capable of being insured to the amount of the purchase money and interest remaining unpaid, or of the full value of such buildings. In the event of any breach or non-observance of this clause the Board shall be at liberty to effect such insurance and continue the same for such period as may be deemed fit, and the costs and expenses so incurred shall be and remain until repaid by the trustees a charge upon the said land and shall bear interest as if an instalment of purchase money overdue.

6. Until the whole of the purchase money has been repaid the trustees shall not expend, disburse, or in any way use any of the rents or profits derived from the hiring, letting, or other use of the said land or buildings upon anything whatsoever, save upon the payment of the instalments of purchase money and interest as herein provided, without the consent in writing of the Board's Inspector first had and obtained.

7. Should the trustees fail to observe or comply with any of the foregoing conditions or stipulations on their part to be performed, all moneys paid hereunder shall be forfeited to the Board and the Governor in Council may rescind the sale, and thereupon the Board may take possession of and retain the said land and premises or the Governor in Council may resell the same.

8. Upon payment of the full amount of the purchase money and interest the trustees shall be entitled to a Crown grant of the said land, subject to such restrictions, conditions, and reservations as to subdivision, transfer, use, and repurchase as the Governor in Council thinks fit.

9. The trustees shall be at liberty at any time to pay off the balance of purchase money then owing, or may on any of the aforesaid half-yearly dates pay off any portion of the purchase money in excess of the half-yearly payments hereinbefore provided for, and in which latter event the number of instalments and the amount of the final instalment shall be adjusted accordingly.

In witness whereof His Excellency Governor of the said State and its Dependencies has hereunto set his hand and caused the Seal of the said State to be hereunto affixed, and the Board has hereunto affixed its Common Seal, and the trustees have set their hands and seals.

*The Schedule hereinbefore Referred to.*

The surface and down to a depth of \_\_\_\_\_ feet below the surface of all that piece of land being \_\_\_\_\_, in the Parish of \_\_\_\_\_, County of \_\_\_\_\_, containing \_\_\_\_\_ by admeasurement \_\_\_\_\_ and shown with the measurements and abutments thereof on the plan drawn in the margin hereof.

The Common Seal of the Closer Settlement Board was hereunto affixed in the presence of—

Chairman or Member  
Secretary.

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

(Repeat for each trustee.)

FIFTY-FIRST SCHEDULE.

*Closer Settlement Act 1928 (Section 162).*

APPLICATION FOR CROWN GRANT WITHOUT CLOSER SETTLEMENT CONDITIONS.

To the Closer Settlement Board of Victoria.

I, \_\_\_\_\_, being the lessee

of the \_\_\_\_\_ Farm Allotment Section of the Workman's Home Agricultural Labourer's

in the Parish of \_\_\_\_\_ containing \_\_\_\_\_ acres \_\_\_\_\_ roods \_\_\_\_\_ perches hereby apply to the Board for the issue of a Crown Grant for the whole of the land

portion of the land shown on Plan "A" attached comprised in such allotment as if such land were comprised in a Selection Purchase Allotment under the *Land Act 1928* and the lessee were entitled under the said Act to a Grant in fee simple of such land, and such allotment shall not be described in such Crown Grant as a Closer Settlement Allotment.

My reasons for making this application are:—

Signature  
Postal address  
Date

FIFTY-SECOND SCHEDULE.

*Closer Settlement Act 1928 (Section 162).*

APPLICATION FOR CERTIFICATE TO REMOVE CLOSER SETTLEMENT CONDITIONS.

To the Closer Settlement Board of Victoria.

I, \_\_\_\_\_ being the holder of a Crown Grant in fee simple or Certificate of Title issued in lieu thereof of

the land comprised in \_\_\_\_\_ Farm Allotment Section \_\_\_\_\_ Parish of \_\_\_\_\_ containing \_\_\_\_\_

acres \_\_\_\_\_ roods \_\_\_\_\_ perches entered in Register Book at the Office of Titles, Vol. \_\_\_\_\_ Fol. \_\_\_\_\_ hereby apply

to the Board for a certificate under its seal that the whole of the land shown on Plan "A" attached comprised in such allotment can be used to better advantage for other purposes than for those of a \_\_\_\_\_ Farm Allotment.

an Agricultural Labourer's

My reasons for making this application are:—

Signature  
Postal address  
Date

FIFTY-THIRD SCHEDULE.

*Closer Settlement Act 1928.*

CERTIFICATE UNDER SECTION 162 FOR THE WHOLE OF AN ALLOTMENT.

The Closer Settlement Board hereby certifies that the land comprised in the Conditional Purchase Lease, Crown Grant or Certificate of Title entered in the Register Book at the Office of Titles, Vol. \_\_\_\_\_ Fol. \_\_\_\_\_ for Allotment Section \_\_\_\_\_ Parish of \_\_\_\_\_ containing \_\_\_\_\_ acres \_\_\_\_\_ roods \_\_\_\_\_ perches in the name of \_\_\_\_\_ can be used to better advantage for other purposes than for those of a \_\_\_\_\_ Farm Allotment.

an Agricultural Labourer's

The Common Seal of the Closer Settlement Board was hereunto affixed this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, in the presence of—

Chairman or Member  
Secretary.

## FIFTY-FOURTH SCHEDULE.

*Closer Settlement Act 1928.*

## CERTIFICATE UNDER SECTION 162 FOR PORTION OF AN ALLOTMENT.

The Closer Settlement Board hereby certifies that the portion of the land containing \_\_\_\_\_ acres \_\_\_\_\_ roods \_\_\_\_\_ perches being part of Allotment \_\_\_\_\_ Section \_\_\_\_\_ Parish of \_\_\_\_\_ and shown on plan "A" attached, comprised in the Conditional Purchase Lease, Crown Grant or Certificate of Title entered in Register Book at the Office of Titles, Vol. \_\_\_\_\_ Fol. \_\_\_\_\_ in the name of \_\_\_\_\_ can be used to better advantage for other purposes than for a \_\_\_\_\_ Farm \_\_\_\_\_

those of a Workman's Home \_\_\_\_\_ Allotment. \_\_\_\_\_ an Agricultural Labourer's \_\_\_\_\_

The Common Seal of the Closer Settlement Board was hereunto affixed this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_ in the presence of—

Chairman or Member.  
Secretary.

## FIFTY-FIFTH SCHEDULE.

## CROWN GRANT UNDER THE PROVISIONS OF SECTION 128 OF THE CLOSER SETTLEMENT ACT 1928.

Entered in the Register Book,  
Vol. \_\_\_\_\_ Fol. \_\_\_\_\_

Assistant Registrar of Titles.

George V., by the Grace of God of Great Britain Ireland and the British Dominions beyond the Seas King Defender of the Faith Emperor of India To all to whom these presents shall come Greeting: Whereas in conformity with the requirements of section 128 of the *Closer Settlement Act 1928* the Governor in Council of our State of Victoria has in consideration of the sum of \_\_\_\_\_ (the price fixed by \_\_\_\_\_

the Closer Settlement Board \_\_\_\_\_ the State Rivers and Water Supply Commission under the said Act in accordance with the terms of the said Act) sold in fee simple as a site for a \_\_\_\_\_ the surface and down to the depth of \_\_\_\_\_ feet below the surface of the land hereinafter described the same being portion of certain land heretofore acquired under the provisions of the *Closer Settlement Act 1928* or some corresponding repealed enactment Now know ye that in consideration of the said sum having been duly paid We in consideration of the same and in pursuance of the *Closer Settlement Act 1928* do hereby grant unto \_\_\_\_\_ his heirs and assigns as a site for a \_\_\_\_\_ so much and such parts as lie above the depth of \_\_\_\_\_ feet below the surface of All that piece of land in the said State containing \_\_\_\_\_ delineated with the measurements and abutments thereof in the map drawn in the margin of these presents and therein colored 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 minerals as defined in the *Mines Act 1928* in upon or under or within the boundaries of the land hereby granted And also reserving to us our heirs and

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

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 and minerals as aforesaid and to extract and remove therefrom any such gold silver and minerals and to search for and work dispose of and carry away the said gold silver and minerals 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 and minerals and the working of all mines seams lodes and deposits containing such gold silver and minerals in upon or under the land hereby granted To hold unto the said \_\_\_\_\_

his heirs and assigns for ever Provided always and We do hereby expressly declare that this Our Grant is made and shall be subject to the express conditions following (that is to say) Firstly that neither the land hereby granted nor any buildings for the time being thereon shall at any time hereafter unless with the previous consent of the Governor in Council first had and obtained be used or maintained except as and for a \_\_\_\_\_ and offices and conveniences connected therewith and for no other purpose whatsoever and Secondly that the land hereby granted shall not be subdivided except in accordance with a design approved by the \_\_\_\_\_ Closer Settlement Board \_\_\_\_\_

State Rivers and Water Supply Commission of Our said State and that in the event of the owner for the time being of such land and the said \_\_\_\_\_ Board \_\_\_\_\_ not agreeing to a design the \_\_\_\_\_ Commission \_\_\_\_\_

said Board shall be at liberty to repurchase such land at the price at which it was sold by the Governor in Council.

Provided further that the said land is and shall be subject to be resumed for mining purposes under section 168 of the *Land Act 1928*. 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 mining lease or mineral lease under the *Mines Act 1928* or any corresponding previous enactment to enter therein and to mine for gold silver or minerals within the meaning of the said Act and to erect and occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those to which such person would for the time being be entitled to mine for gold and silver in and upon Crown lands Provided that compensation shall be paid to the said \_\_\_\_\_ his heirs executors administrators assigns or transferees by such person for surface damage to be done to such land by reason of mining thereon such compensation to be determined as provided for the time being by law and the payment thereof to be a condition precedent to such right of entry.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, in the year of our Lord One thousand nine hundred and \_\_\_\_\_, being the \_\_\_\_\_ day the person herein named became entitled to this Grant.

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

(L.S.)

## FIFTY-SIXTH SCHEDULE.

## CROWN GRANT UNDER THE PROVISIONS OF SECTIONS 157 OR 158 OF THE CLOSER SETTLEMENT ACT 1928.

Entered in the Register Book,  
Vol. \_\_\_\_\_ Fol. \_\_\_\_\_

Assistant Registrar of Titles.

George V., by the Grace of God of Great Britain Ireland and the British Dominions beyond the Seas King Defender of the Faith Emperor of India To all to whom these presents shall come Greeting: Whereas in conformity with the laws relating to the alienation (otherwise than by the same being taken up under a conditional purchase lease) of lands in our State of Victoria acquired for closer settlement the person hereinafter named has in consideration of the sum of \_\_\_\_\_ which sum has been duly paid become entitled to a grant in fee-simple of the surface and down to the depth of \_\_\_\_\_ feet below the surface of the land hereinafter described Now know ye that in consideration of the sum so paid and in pursuance of the laws made in that behalf We do hereby grant unto \_\_\_\_\_ his heirs and assigns so much and such parts as lie above the depth of \_\_\_\_\_ feet below the surface of All that piece of land in the said State containing \_\_\_\_\_ delineated with the measurements and abutments thereof in the map drawn in the margin of these presents and therein colored 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 minerals as defined in the *Mines Act 1928* 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 and minerals as aforesaid and to extract and remove therefrom any such gold silver and minerals and to search for and work dispose of and carry away the said gold silver and minerals 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 and minerals and the working of all mines seams lodes and deposits containing such gold silver and minerals in upon or under the land hereby granted To hold unto the said \_\_\_\_\_ his heirs and assigns for ever

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

Provided always that the said land is and shall be subject to be resumed for mining purposes under section 168 of the *Land Act 1928*. 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 mining lease or mineral lease under the *Mines Act 1928* or any corresponding previous enactment to enter therein and to mine for gold silver or minerals within the meaning of the said Act and to erect and occupy mining plant or machinery



thereon in the same manner and under the same conditions and provisions as those to which such person would for the time being be entitled to mine for gold and silver in and upon Crown lands. Provided that compensation shall be paid to the said his heirs executors administrators assigns or transferees by such person for surface damage to be done to such land by reason of mining thereon such compensation to be determined as provided for the time being by law and the payment thereof to be a condition precedent to such right of entry.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord One thousand nine hundred and \_\_\_\_\_ being the day the person herein named became entitled to this Grant.

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

(L.S.)

FIFTY-SEVENTH SCHEDULE.

CROWN GRANT SUBJECT TO THE PROVISIONS OF SECTION 161 OF THE CLOSER SETTLEMENT ACT 1928.

Entered in the Register Book,

Vol. \_\_\_\_\_ Fol. \_\_\_\_\_

Assistant Registrar of Titles.

George V., by the Grace of God of Great Britain Ireland and the British Dominions beyond the Seas King Defender of the Faith Emperor of India To all to whom these presents shall come Greeting Whereas in conformity with the laws relating to the alienation of lands in our State of Victoria acquired for closer settlement and proclaimed a township under the Land Act 1928 or any repealed enactment the person hereinafter named has in consideration of the sum of \_\_\_\_\_ which sum has been duly paid become entitled to a grant in fee-simple of the surface and down to the depth of \_\_\_\_\_ feet below the surface of the land hereinafter described Now know ye that in faith that he does not thereby infringe the prohibition contained in section-161 of the Closer Settlement Act 1928 against any person becoming the purchaser of or acquiring in fee-simple more than two allotments (of which the allotment hereby granted is one) of any land acquired by the Crown for closer settlement and proclaimed a township under the Land Act 1928 or any repealed enactment and in consideration of the sum so paid and in pursuance of the laws made in that behalf We do hereby grant unto \_\_\_\_\_ his heirs and assigns so much and such parts as lie above the depth of \_\_\_\_\_ feet below the surface of All that piece of land in the said State containing \_\_\_\_\_ delineated with the measurements and abuttals thereof in the map drawn in the margin of these presents and therein colored 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 minerals as defined in the Mines Act 1928 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 and minerals as aforesaid and to extract and remove therefrom any such gold silver and minerals and to search for and work dispose of and carry away the said gold silver and minerals 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 and minerals and the working of all mines seams lodes and deposits containing such gold silver and minerals in upon or under the land hereby granted To hold unto the said \_\_\_\_\_ his heirs and assigns for ever

Provided always that it is an express condition of this Grant that no person or persons or corporation or corporations for the time being beneficially entitled hereunder shall purchase or otherwise acquire or hold as beneficial owner either in his her its or their own name or names or in the name or names of any other person or persons or corporation or corporations the fee-simple of more than two allotments of any land acquired by the Crown for closer settlement and proclaimed a township under the Land Act 1928 or any repealed enactment and that in the event of any such person or persons or corporation or corporations becoming the beneficial owner of any such allotment in excess of two the estate or interest of such person or persons or corporation or corporations either in the land hereby granted or in the allotment or allotments so purchased acquired or held in excess of two (as the Governor

of Our said State of Victoria for the time being in Council may elect) shall be liable to be forfeited which forfeiture may be enforced on behalf of us our heirs or successors by action or proceeding in the Supreme Court without the necessity of any inquisition of office And provided further that the land hereby granted is and shall be subject to be resumed for mining purposes under section 168 of the Land Act 1928 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 mining lease or mineral lease under the Mines Act 1928 or any corresponding previous enactment to enter therein and to mine for gold silver or minerals within the meaning of the said Act and to erect and occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those to which such person would for the time being be entitled to mine for gold and silver in and upon Crown lands Provided that compensation shall be paid to the said his heirs executors administrators assigns or transferees by such person for surface damage to be done to such land by reason of mining thereon such compensation to be determined as provided for the time being by law and the payment thereof to be a condition precedent to such right of entry.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord One thousand nine hundred and \_\_\_\_\_ being the day the person herein named became entitled to this Grant.

In testimony whereof we have caused this Our Grant to be sealed at Melbourne with the Seal of the said State. Witness Our trusty and well-beloved \_\_\_\_\_ Governor of the said State of Victoria and its Dependencies in the Commonwealth of Australia.

(L.S.)

FIFTY-EIGHTH SCHEDULE.

No. \_\_\_\_\_

FIRE PROPOSAL.

To the Closer Settlement Board of Victoria,  
Public Offices, Melbourne.

Date, 19 \_\_\_\_\_

Proposal to Insure under the Closer Settlement Fire Insurance Fund the property herein described on land held under lease as under.

Allot.	Sec.	Estate or Parish		
Questions.	Building No. 1.	Building No. 2.	Building No. 3.	
For what purpose is building used, and by whom? .. .. .				
Attached or detached distance from other buildings .. .. .				
Construction of floor .. .. .				
Construction of walls { outside .. .. .				
{ inside .. .. .				
Construction of partitions .. .. .				
Construction of ceilings .. .. .				
Construction of roof .. .. .				
Construction of fireplaces and chimneys .. .. .				
How are premises heated? .. .. .				
What goods are stored on premises? .. .. .				
Have you ever had property burned? .. .. .				
What other insurances (if any) are on the property? .. .. .				
Has the risk been declined or cancelled by any other office? .. .. .				
Amount of insurance .. .. .	No. 1, £	No. 2, £	No. 3, £	
Fences—Post and wire .. .. .		chains.		
Post and rail .. .. .		chains.		
Post, wire, and wire-netting .. .. .		chains.		
Pickets .. .. .		chains.		
Palfings .. .. .		chains.		
Length of time Fences erected .. .. .	Amount of Insurance (fencing), £			
Name in full of Person in whose name Policy is to issue				

I hereby apply to have the property hereinbefore described insured for the amount mentioned for each separate risk, or such other amount as the Board may determine, and I agree that the proposal is subject to the terms and conditions of the Board's fire policy. The description of the property is correctly stated and the questions truly answered.

Signature of Proposer  
Address

FIFTY-NINTH SCHEDULE.  
INSPECTOR'S REPORT (INSURANCE).

Closer Settlement Board,  
Melbourne.

To the Secretary,  
Closer Settlement Board.

Sir,  
I have this day of 19 inspected the property proposed to be insured by of on land held under a permit or a Conditional Purchase Lease under the Closer Settlement Act 1928 or some corresponding previous enactment and have to report as follows:—

	Number of Risk.		
	1.	2.	3.
Description of buildings .. .. .			
Value .. .. .			
Amount of insurance recommended .. .. .			
Purposes for which used .. .. .			
Distance from other buildings and purposes for which other buildings are used .. .. .			
Measurements of buildings .. .. .			
Fences, descriptions and value— Post and wire gauge.....chains .. .. .			
Post and rails.....chains .. .. .			
Post and wire gauge with wire netting.....chains .. .. .			
Paling.....chains .. .. .			
Picket.....chains .. .. .			
Condition of fencing .. .. .			
Generally any other matter which might affect the insurance .. .. .			

The plan hereunder indicates the position of the property insured, and also shows any doors or windows or other openings within 12 feet of any other building.

Inspector.

N.B.—The number of feet each building is apart (if within 60 feet) should be shown, and where the external walls are of mixed construction such as brick, wood, or iron, the length of each portion should be indicated on the plan.

PLAN.

SIXTIETH SCHEDULE.  
ACCEPTANCE FORM.

				Fire Insurance.
C. No. Name.....				
For Office Use only. Date.....				
Account No.	Amount.	Receipt No.	Date.	Amounts paid at Head Office will be receipted by Cash Register in space opposite. Cheques should be made payable to the Secretary, Closer Settlement Board, and need not include exchange unless drawn outside Victoria.
Received Amount printed above.				
				Accountant.

C. No.	Mr.....

Re Allotment Section Estate  
In regard to your proposal for insurance against fire, I beg to inform you that the Board has decided to accept same for the amount of £ as specified hereunder. The Policy will bear date and the annual premium thereon will be £ . You are requested to at once pay the sum of £ : : , on receipt of which the Policy will be issued.

Dwelling .. .. .	£
Outbuildings .. .. .	£
Fencing .. .. .	£
Total .. .. .	£

Secretary.

Premium on new Policy .. £  
Amount { owing allowed on unexpired term of former policy } £  
Net amount now payable .. £

This notice must be returned with the remittance.

SIXTY-FIRST SCHEDULE.

THE CLOSER SETTLEMENT BOARD OF VICTORIA

Special Funds Act 1910.

FIRE POLICY.

Amount insured £ Premium  
From To

Whereas of a lessee or holder of a permit in respect of the land on which the buildings and erections insured are situate under a Conditional Purchase Lease or Permit under the Closer Settlement Act 1928 or some corresponding previous enactment or a person to whom the Board has made an advance in accordance with Section 139 of the Closer Settlement Act 1928 (hereinafter designated "the Insured,") having caused to be delivered to the Closer Settlement Board of Victoria (hereinafter designated "the Board,") a proposal for insurance against loss or damage by fire, dated the day of 19 and signed by or on behalf of the Insured, and also having paid to the Board the sum of pounds shillings pence, as the premium or consideration for the insurance hereinafter expressed, the Board has agreed to grant insurance against loss or damage by fire on

Now be it known that in consideration of the said premium or payment, and relying upon the truth of the statements contained in the said proposal, it is hereby agreed and declared that from the day of One thousand nine hundred and until 4 o'clock in the afternoon on the day of One thousand nine hundred and and for so long thereafter as the Insured, his heirs, executors, or administrators shall duly pay, or cause to be paid, to the Board the sum required for the renewal of this policy, and the Board shall accept the same, the fire insurance funds of the Board under the Special Funds Act 1910 shall be subject and liable to replace or make good to the Insured, his heirs, executors, or administrators such loss or damage by fire as shall happen to the property above described, not exceeding in each case respectively the sum or sums hereinbefore severally specified against each property, amounting in the whole to no more than

Provided always, and it is hereby declared, that this policy is granted and this insurance made upon the condition that the statements made in the said proposal are true, and also upon and subject to the terms and conditions printed on the back hereof, and which, together with the said proposal, are to be considered as incorporated in these presents.

In witness whereof the Closer Settlement Board has hereunto affixed its Common Seal, at Melbourne, in the State of Victoria, this day of One thousand nine hundred and

Chairman or Member.

(L.S.)

Secretary

CONDITIONS REFERRED TO.

(1) *Insurance Money Available only for the Purpose of Reinstatement.*—In the event of the damage or destruction by fire of any building or fence hereby insured, the amount payable under this policy shall not exceed the sum (within the amount insured) as will reinstate the building or fence, and any such amount shall be available only for the purpose of reinstating the same.

(2) *Payment of Premiums.*—Premiums shall be paid on the due date.

(3) *Misdescription of Property.*—Any misdescription of the property insured or any misrepresentation of any fact will render the policy void so far as the property affected by such misdescription or misrepresentation is concerned.

(4) *Other Insurances.*—The policy is issued on the assurance that no other policy other than the policy allowed by the Board by an endorsement hereon has been effected on the risk. If any other insurance be effected hereafter on the property the subject of the policy the same must be allowed by the Board by an endorsement on the policy, or the person insuring shall not be entitled to any benefit from the insurance with the Board. Where the Board has allowed any other insurance it shall be liable on the policy issued by it for a proportionate rate only of the loss and damage which the property insured may sustain.

(5) *Alteration of Risk.*—If the property insured be altered or additions made thereto or the business or occupation carried thereon be changed so as to increase the risk the same must be allowed by the Board by an endorsement on the policy before any loss or damage has occurred, or the Board shall not be liable for such loss or damage.

(6) *Unoccupied Buildings.*—If any building insured be unoccupied for a period of more than one calendar month the Board shall not be liable for any loss or damage thereto unless the insured has obtained the sanction of the Board to leave the building unoccupied by an endorsement on the policy before any loss or damage has occurred.

(7) *Risks not Covered.*—The Board shall not be liable for any loss or damage by fire occasioned by or in consequence of invasion, foreign enemy, insurrection, civil commotion, riot, martial law, military or usurped power, the burning of property by order of any public authority, loss by theft, the fall of any property except caused by fire, loss or damage to property by heating or drying process, explosion (except by gas where gas is not generated), earthquakes, hurricanes, or other natural convulsions.

(8) *Transfer of Property Insured.*—The policy shall be void if the interest therein shall pass from the person insured to any other person otherwise than by will or operation of law, unless previously allowed by the Board by an endorsement on the policy.

(9) *Occurrence of a Fire.*—When loss or damage through fire has occurred to the property, persons sustaining such loss or damage must immediately give notice in writing to the Board, and must within fourteen days from such loss or damage submit a claim showing the particulars and value of the property damaged or destroyed, and also what other insurances have been effected, and furnish a statutory declaration that the claim and particulars are true and just in every respect. The insured shall also furnish at his own expense such other evidence as may reasonably be required by the Board, and unless such condition is strictly complied with the Board shall not be liable under the policy.

(10) *Salvage.*—When any loss or damage has occurred to the property insured the Board may without incurring any liability take possession of such property, but in no case shall the property be deemed to be abandoned to the Board, nor shall the Board be bound to sell or dispose of the same.

(11) *Forfeiture.*—Any fraud or attempted fraud by the insured or by any one acting on his behalf shall nullify all claims on the Board under the policy.

(12) *Reinstatement.*—In the event of any loss or damage by fire to the property insured, the Board shall not be liable to expend more on the reinstatement and making good of the property damaged or destroyed than its actual value at the time of the fire, nor to a greater extent than the amount insured by it thereon.

(13) *Subrogation of Rights.*—Should the Board deem it necessary to take action against any other party to enforce any rights or remedies to which it may now or hereafter be entitled, the insured shall, if required in writing, and at the expense of the Board, do and agree to do all such acts, matters, and things as may be necessary.

(14) *Loss Contribution Clause.*—If there be any other insurance on the property at the time of its damage or destruction by fire, the Board shall not be liable to contribute more than its rateable proportion of the loss sustained.

(15) *Arbitration.*—In case any difference shall arise concerning the amount of any loss or damage by fire the matter shall, at the written request of either party, be submitted to and settled by arbitration. Unless both parties shall concur in the appointment of a single arbitrator, each party, on the

request of the other party, shall nominate and appoint an arbitrator to whom such dispute or other matter should be referred. If for the space of fourteen days after any such dispute or other matter shall have arisen, and after a request, in writing, in which it shall be stated the matter required to be referred to arbitration has been served by the one party on the other party to appoint an arbitrator, such last-mentioned party fails to appoint such arbitrator, then upon such failure the party making the request, and having itself or himself appointed an arbitrator, may appoint such arbitrator to act on behalf of both parties. Such arbitrator may proceed to hear and determine the matter in dispute, and in such case the award of such single arbitrator shall be final and conclusive. Where more than one arbitrator has been appointed such arbitrators shall, before they enter upon the matter referred to them, nominate and appoint, by writing under their hands, an umpire to decide any matters on which they may differ. Where two arbitrators and an umpire have been appointed they shall sit together and hear the evidence, so that in the event of the arbitrators not agreeing upon an award the umpire may make his award without re-hearing the evidence. Half the costs of the award and of the arbitrator or arbitrators and umpire shall be paid by each party, who shall bear their own costs.

(16) *Suits or Actions.*—All suits or actions against the Board for the recovery of loss or damage under the policy shall be null and void in all Courts of Law or Equity unless such suits or actions be commenced in due and proper form within six calendar months after the date of such loss or damage, or within three months of the award by arbitration, whichever date happens last. No suit or action against the Board shall be for a greater amount than that awarded by the arbitrator or arbitrators or the umpire.

(17) *Waiver.*—No provision in the policy shall be deemed to be waived unless such provision is expressly stated to be waived by an endorsement on the policy.

(18) *Notices.*—Every notice to the Board required under the policy shall be in writing.

SIXTY-SECOND SCHEDULE.

RENEWAL NOTICE.

		Fire Insurance.	
C. No. .... Name .....			
For Office Use only. Date .....			
Account No.	Amount.	Receipt No.	Date.
Received Amount printed above.			
Accountant.			
C. No.	Mr. ....		
	.....		
	.....		

Closier Settlement Board,  
Melbourne,

*Re* Allotment Section Estate

I beg to inform you that the Renewal Premium in respect of Fire Insurance Policy No. .... will become due on ..... and that payment must be made on or before that date.

Renewal Premium	£	:	:
Accrued Premiums ( years )	£	:	:
<b>Total</b>	<b>£</b>	<b>:</b>	<b>:</b>

Sum insured, £

Secretary.

**Alteration of Risk.**—If the property insured be altered or additions made thereto, or the business or occupation carried thereon be changed so as to increase the risk, the same must be allowed by the Board by endorsement on the policy before any loss or damage has occurred, or the Board shall not be liable for such loss or damage.

This notice must be returned with the remittance.

SIXTY-THIRD SCHEDULE.

FORM OF DECLARATION REGARDING FIRE DAMAGE.

I, \_\_\_\_\_ of \_\_\_\_\_ in the State of Victoria, do solemnly and sincerely declare that as the result of fire on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, the damage to the buildings fencing insured under Policy No. \_\_\_\_\_ with the Closer Settlement Board of Victoria is as follows:—

Amount:

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.

SIXTY-FOURTH SCHEDULE.

FIRE REPORT.

Name.	Allotment.	Section.	Parish.	
Date of Fire.	Cause of Fire.		Any other Insurances.	
Date of Inspection.				
Damage to Buildings.	Former use of Buildings.	Value before Fire.	Value after Fire.	Nature and Value of Salvage.
Fences.	Length Damaged.	Value before Fire.	Value of Salvage.	Full description of Fence Damaged.
Post and Wire				
Post and Rail				
Post, Wire and Netting				

General Report and Comments:—

SIXTY-FIFTH SCHEDULE.

Closer Settlement Act 1928, Section 210.

APPLICATION FOR QUALIFICATION CERTIFICATE.

(a) Insert name in full. I, (a) \_\_\_\_\_ of (b) \_\_\_\_\_ hereby  
 (b) Give full Postal Address. notify that I desire to obtain the necessary  
 (c) For Dairy Farming. Qualification Certificate entitling me to  
 For Mixed Farming. apply for a holding under Part II. of the  
 For Wheat Growing. Act. If such certificate be granted to me,  
 For Poultry Raising. the class of holding, area, and locality I  
 For Fruit Growing. would prefer is:—  
 For Pig Raising.

Class of holding (c)  
 Area  
 Locality

In support of this application I have made the statutory declaration within.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_.

Signature.

To the Secretary Qualification Committee,  
 Lands Department, Melbourne.

Received

Entered

Notice to attend

Date of inquiry

DECISION.

Certificate \_\_\_\_\_

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?	

SIXTY-FIFTH SCHEDULE—continued.

Question.	Answer.
9. What was your occupation prior to enlistment? State period.	
10. What occupation have you followed since being discharged?	
11. For what business or purpose do you intend to use the land for which you would apply?	
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 provisions 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 or Commissioner for taking Declarations and Affidavits.

SIXTY-SIXTH SCHEDULE.

Closer Settlement Act 1928, Section 210.

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 Part II. of the *Closer Settlement Act 1928* and who has written his signature on 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 Part II. of the *Closer Settlement Act 1928*.

Signature of person to whom this certificate applies—

Witness to signature—

SIXTY-SEVENTH SCHEDULE.

Closer Settlement Act 1928 (Part II.).

APPLICATION FOR A CONDITIONAL PURCHASE LEASE OF A FARM ALLOTMENT.

I, \_\_\_\_\_ of \_\_\_\_\_ a discharged soldier being desirous of applying for land under Part II. of the *Closer Settlement Act 1928*, and having obtained a Qualification Certificate, hereby apply for the allotment described hereunder:—

(Insert name in full, address and occupation.)

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

I do solemnly and sincerely declare that the replies given to the undermentioned questions are true and correct in every particular:—

Question.	Answer.
1. How old were you last birthday?	
2. What means (including stock and agricultural implements or machinery) do you possess for stocking and cultivating the land, and erecting suitable buildings thereon; and what is the total value thereof? Supply statement of assets separately on Statement "A."	
3. Have you means sufficient, in your estimation, to enable you to profitably work the land and fulfil the conditions of the lease? If not, state how you propose to do so.	
4. Do you desire the Government to assist you in making improvements?	
5. What experience have you had in cultivating agricultural land or in dairying?	
6. What is your present occupation?	
7. Are you married? If so, has your wife (or husband) had any experience in cultivating land, in farm work, or in dairying? Give particulars.	

SIXTY-SEVENTH SCHEDULE—continued.

Question.	Answer.
8. Have you any family? If so, state the number and sex of your children now living with you, and their ages.	
9. What land do you hold or have an interest in? Give particulars of the allotment, section, area, and value of such land, and say whether it is freehold, leasehold, or what other tenure, specifying also what portion of it (if any) is country, and what portion (if any) is town or suburban land.	
10. What land does your wife (or husband) hold or have an interest in? Give particulars as above.	
11. Have you previously applied for a Closer Settlement allotment? If so, in what estates?	
12. In the event of your application being successful, are you prepared to make your home on the estate?	

Statement of Assets "A."

	Estimated Value.
	£ s. d.
Cows .. .. .	.. .. .
Horses .. .. .	.. .. .
Sheep .. .. .	.. .. .
Pigs .. .. .	.. .. .
Other stock .. .. .	.. .. .
Cash in hand .. .. .	.. .. .
Cash in bank .. .. .	.. .. .
Implements .. .. .	.. .. .
Furniture .. .. .	.. .. .
Land .. .. .	.. .. .
Any other assets .. .. .	.. .. .
<b>Total Assets</b> .. .. .	_____
<b>Liabilities</b> .. .. .	_____
<b>Value of Assets clear of Liabilities</b> .. £	_____

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

Signature—

Occupation—

Postal address—

Declared at \_\_\_\_\_, in the State of Victoria, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, Justice of the Peace, or Commissioner for taking Declarations and Affidavits.

SIXTY-EIGHTH SCHEDULE.

Closer Settlement Act 1928 (Part II.).

PERMIT.—CROWN LANDS (OTHER THAN MALLEE).

Department of Lands and Survey,  
Melbourne,

District. \_\_\_\_\_ Corr. No. \_\_\_\_\_

Allotment.	Section.	Area.	Parish.
		A. R. P.	

Take notice that your application under Part II. of the Closer Settlement Act 1928 for the above-mentioned land has been approved, and that this Permit to use and occupy the land in question from \_\_\_\_\_ is issued to you pending the issue of a lease, subject to the following conditions and to approved survey with any necessary modification of area:—

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 of improvements (if any) when called upon to do so by the Department.
5. To pay rates and taxes.
6. Not to transfer, assign, mortgage, sublet, or part with possession of the land during the first six years.
7. To destroy vermin and noxious weeds.
8. To fence the land within the first six years.
9. 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 your own proper person on the land or within 5 miles thereof.
10. To make substantial and permanent improvements.
11. To maintain and keep the improvements in repair.
12. To insure the buildings and fencing in favour of the Closer Settlement Board where advances are granted.
13. Lease may be voided for breach of conditions.
14. Condition for re-entry for breach or non-observance of conditions.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
Secretary for Lands.

SIXTY-NINTH SCHEDULE.

Mallee District.

Corr. No. \_\_\_\_\_

Closer Settlement Act 1928 (Part II.).

PERMIT.—CROWN LANDS (MALLEE).

Department of Lands and Survey,  
Melbourne, 19\_\_\_\_

Take notice that your application under Part II. of the Closer Settlement Act 1928 for a Selection Purchase Lease of the land specified in the margin hereof has been approved, and that this Permit to use and occupy the land in question from \_\_\_\_\_ 19\_\_\_\_ is issued to you pending the issue of a lease, subject to the following conditions and to approved survey with any necessary modification of area:—

- Parish. \_\_\_\_\_
- Allotment. \_\_\_\_\_
- Section. \_\_\_\_\_
- Area. \_\_\_\_\_  
a. r. p.
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.
  4. That you will pay the valuation of improvements (if any) when called upon to do so by the Department.

SIXTY-NINTH SCHEDULE—continued.

5. No person, unless specially authorized, shall clear timber from any portion of areas retained for the purposes of roads and wind breaks.
6. To pay rates and taxes.
7. Not to transfer, assign, mortgage, sublet, or part with possession of land within the first six years.
8. To destroy vermin and noxious weeds.
9. To make substantial and permanent improvements.
10. To maintain and keep improvements in repair.
11. To insure the buildings and fencing in favour of the Closer Settlement Board where advances are granted.
12. Lease subject to be voided on breach of its conditions.
13. Condition for re-entry on breach or non-observance of conditions.
14. If public purpose so requires, land necessary may be resumed.
- If Selection Purchase—*
15. To make provision for water storage to the satisfaction of the State Rivers and Water Supply Commission.
16. That you will clear and cultivate at least one-fourth of the allotment within two years after the date of this permit.
17. That you will 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.
18. To fence the land within the first six years.
19. Within twelve months from the date of the lease, and thenceforth during the first six years, to occupy the allotment, occupy being understood as residence in your own proper person on the land or within 5 miles thereof.
- If Conditional Purchase—*
20. To fence the land within the first three years.
21. To personally reside for eight months in every year of the lease.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
 \_\_\_\_\_ Secretary for Lands.

SEVENTIETH SCHEDULE.

Closer Settlement Act 1928 (Part II.).

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 referred to in the margin has been granted, and  
 Parish. that a lease will issue to you in due course as and from the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, from which date your tenancy will run.  
 Allotment. Pending the execution by you of the lease the Closer Settlement Board hereby grants you permission and authority to enter upon and occupy the allotment referred to on the conditions provided by Part II. of the Closer Settlement Act 1928.  
 Section. The substance of some of the more material covenants and conditions, which will be incorporated in the lease to be issued, with which it is desirable that you should be acquainted pending its issue, is printed at the back for your information and guidance.  
 Area— Capital value of land only, £  
 a. r. p. Value of improvements will be charged for in addition.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
 \_\_\_\_\_ Secretary, Closer Settlement Board.

I the above named \_\_\_\_\_ 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 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 1928.
- (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 first three years.
- (e) To destroy vermin and noxious weeds.
- (f) To make substantial and permanent improvements.
- (g) To keep buildings in repair and to insure them in favour of the Closer Settlement Board.
- (h) Keep open any drains.
- (i) Not to mine without written consent of Board.
- (j) Not to cut trees without written consent of Board.
- (k) To permit Board to inspect premises.
- (l) Lease subject to be voided on breach of its provisions.
- (m) If public purpose so requires, land necessary may be resumed.
- (n) Conditions for re-entry on breach or non-observance of provisions.

SEVENTY-FIRST SCHEDULE.

Closer Settlement Act 1928 (Part II.).

APPLICATION UNDER SECTION 231.

I, \_\_\_\_\_, being the lessee under the Land Act 1928 \_\_\_\_\_, Closer Settlement Act 1928 of the land described hereunder, hereby apply under Section 231 of Part II. of the Act to the Board to obtain the privileges conferred 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, / 19\_\_\_\_ Signature—

SEVENTY-THIRD SCHEDULE.

Closer Settlement Act 1928 (Part II.).

APPLICATION FOR ADVANCE.

I, \_\_\_\_\_ of \_\_\_\_\_, having obtained a Certificate from the Qualification Committee, and being the holder of allotment \_\_\_\_\_ section \_\_\_\_\_ Parish \_\_\_\_\_, do hereby apply to the Closer Settlement Board for an advance, which I propose to expend as specified hereunder (please see footnote \*) :—

Details of Proposed Expenditure.*	£ s. d.			Do not write in this column		
	£	s.	d.	£	s.	d.

In the event of being granted the advance applied for either in whole or in part, I agree to pay interest thereon at the rate or rates prescribed by the Closer Settlement Act 1928 (Part II.), and to repay the advance including interest in monthly, quarterly, or half-yearly instalments, as may be determined upon by the Board and to complete all documents necessary to provide the securities for the advance as provided by the Closer Settlement Act 1928 (Part II.).

Date \_\_\_\_\_ 19\_\_\_\_  
 \_\_\_\_\_ Signature—

\* 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.

## SEVENTY-FOURTH SCHEDULE.

*Closer Settlement Act 1928.*

AUTHORITY TO PURCHASE.

CLOSER SETTLEMENT BOARD.

Public Offices,  
Melbourne.

File No.

This is to certify that \_\_\_\_\_ a Closer Settler,  
\_\_\_\_\_ a Discharged Soldier Settler,  
has been granted land, and is hereby authorized to purchase  
subject to the approval of \_\_\_\_\_  
at a total cost not exceeding £ \_\_\_\_\_

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.

Received the above-mentioned purchase in good order and  
condition. \_\_\_\_\_ For Board.

Signature  
Date

## SEVENTY-FIFTH SCHEDULE.

Entered in the Register Book, Vol. \_\_\_\_\_ Fol. \_\_\_\_\_

Assistant Registrar of Titles.

*Closer Settlement Act 1928 (Part II.).*

## RESIDENTIAL LEASE OF SELECTION PURCHASE ALLOTMENT.

This Indenture dated in accordance with the *Land Act 1928*  
the \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord One  
thousand nine hundred and \_\_\_\_\_ made between \_\_\_\_\_

\_\_\_\_\_ Governor of  
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 mean-  
ing of Part II. of the *Closer Settlement Act 1928* 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 *Closer Settlement Act 1928* or of the  
*Land Act 1928* as 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 is  
available 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 colored 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 except-  
ing unto His Majesty his heirs and successors all gold and  
silver and minerals as defined in the *Mines Act 1928* in upon  
or under the demised land together with liberty for His  
Majesty his heirs and successors and his and their agents  
servants lessees licensees and assigns at any time or times  
hereafter during the said term to enter upon the said land  
and to search and mine thereon or therein for gold silver and  
minerals as aforesaid and to extract and remove therefrom any  
such gold silver and minerals 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 mining lease or mineral lease under  
the *Mines Act 1928* or any corresponding previous enactment  
to enter therein and to mine for gold silver or minerals within  
the meaning of the said Act and to erect and occupy mining  
plant or machinery thereon in the same manner and under the  
same conditions and provisions as those to which such person  
would for the time being be entitled 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 admin-  
istrators or transferees by such person for surface damage to  
be done to such land by reason of mining thereon such com-  
pensation to be determined as provided by law and the pay-  
ment 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 1928* 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 pro-  
vided (the responsible Minister of the Crown for the time  
being administering the *Closer Settlement Act 1928* 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 1928* 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 execu-  
tors administrators and assigns doth hereby covenant with His  
Majesty his heirs and successors that he the lessee his execu-  
tors administrators and assigns will observe perform and be  
bound by the several covenants conditions provisions agree-  
ments 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 herein-  
before appointed for the payment thereof clear of all de-  
ductions.

2. 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.

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

- (i) 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
- (ii) Mortgage or sublet the whole or any part of the land  
hereby demised nor
- (iii) Contract agree undertake or attempt to mortgage or  
sublet the whole or any part thereof nor
- (iv) Without the consent in writing of The Board of Land  
and Works (hereinafter called "the Board") take  
in stock for agistment thereon.

(b) That neither the lessee nor the lessee's executors ad-  
ministrators 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.

(c) That these presents shall become absolutely void on any  
breach of the provisions of this covenant or (save as in the  
*Land Act 1928* or in Part II. of the *Closer Settlement Act*  
1928 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.

4. 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 1928* 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.

5. That the lessee will if not sooner called upon under the provisions of the *Fences Act 1928* 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 1928* 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.

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 1928* 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 to be equivalent to the value of

per acre before the end of the year  
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 1928*.

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 provisions contained in the Schedule hereto.

11. That in order to protect the interest (if any) of the Closer Settlement 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 Closer Settlement Board for such insurable amount as may be prescribed by regulations of the Governor in Council and as the said Closer Settlement Board may approve.

12. 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.

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 *Closer Settlement Act 1928* 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 1928*. 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 1928* 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 1928* 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 *Closer Settlement Act 1928* or that he held or continued to hold this lease in violation of or non-compliance with some provision of the *Land Act 1928* 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 1928* 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 1928* 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

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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 proceedings.

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 1928* 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 (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 1928* 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 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.

18. 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 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 bankruptcy or death of the lessee during the first six years of the term hereby granted:—

(a) It shall not be obligatory on the trustee assignee or receiver in insolvency or bankruptcy or on the executors or administrators of the lessee to comply with the condition of occupation hereinbefore contained and

(b) The trustee assignee or receiver in insolvency or bankruptcy within twelve months from the date of the insolvency or bankruptcy or within such further period as in the case of drought or in any other special circumstances the Minister for the time being administering the *Land Act 1928* allows and the executors or administrators of the lessee at any time may assign such lease to any person who is qualified to become a lessee of the allotment hereby demised and such persons shall thereupon be with respect to this lease in the same position as though he had been the original lessee. Where this lease is assigned to any person by the trustee assignee or receiver in insolvency or bankruptcy 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.

20. It is an express condition of these presents that the Governor in Council or the Board 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 1928* 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 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 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 And the said Board 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 1928* 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  
Governor of 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  
lessee in the presence of—

(Lessee to  
sign here) (L.S.)

(Witness to sign here)

SEVENTY-SIXTH SCHEDULE.

Entered in the Register Book, Vol. Fol.

Assistant Registrar of Titles.

*Closer Settlement Act 1928* (Part II.)

RESIDENTIAL LEASE OF SELECTION PURCHASE ALLOTMENT.—  
MALLEE.

This Indenture dated in accordance with the *Land Act 1928* the day of in the year of our Lord One thousand nine hundred and made between His Excellency Governor of 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 Part II. of the *Closer Settlement Act 1928* 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 Part II. of the *Closer Settlement Act 1928* or of the *Land Act 1928* 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 of class land delineated on the plan kept in the Crown Lands Office of land in the said parish which is available 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 colored yellow and being land which is subject to sections 205 and 211 of the *Land Act 1928* and included in paragraph (a) of the Twelfth Schedule to that Act 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 of the land Also excepting unto His Majesty his heirs and successors all gold and silver and minerals as defined in the *Mines Act 1928* in upon or under the demised land together with liberty for His Majesty his heirs and successors and his and their agents servants lessees licensees and assigns at any time or times hereafter during the said term to enter upon

the said land and search and mine thereon or therein for gold silver and minerals as aforesaid and to extract and remove therefrom any such gold silver and minerals 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. And provided also that the said land may be resumed under section 168 of the *Land Act 1928*. 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 *Closer Settlement Act 1928* 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

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

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 1928* 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 provisions 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 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 1928* 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 any person holding a miner's right or a gold mining lease or a mineral lease shall have the right and shall be allowed to enter upon the land hereby demised and search for gold or minerals within the meaning of the *Mines Act 1928* as the case may be and to mine thereon and to erect and occupy mining plant or machinery without making compensation to the lessee thereof for surface or other damage except compensation for surface damage done to any improvements.

5. That if the State Rivers and Water Supply Commission has heretofore made or shall hereafter make provision for the conveyance by channels or otherwise of water to any part of the boundary of the land hereby demised the lessee (unless the said Commission certifies in writing that the storage is not necessary) shall make provision on the demised land to the satisfaction and in accordance with the requirements of the said Commission for the storage of water in quantity of not less than cubic yards, such provision to be made by the lessee within the time limited as follows:—

- (a) If the said Commission has before the date of these presents made provision for the conveyance as aforesaid of water to some part of the boundary of the demised land or shall hereafter make such provision within two years from the date of these presents at a time leaving an interval reasonably sufficient to enable the lessee to carry out the necessary storage works before the expiration of such two years the lessee shall make the required provision for water storage during the first two years of this lease or
- (b) If the said Commission shall hereafter make provision for the conveyance as aforesaid of water to some part of the boundary of the demised land but at a time which would render it impracticable for the lessee to comply with the requirements of the preceding sub-clause then the lessee shall make the required provision for water storage within one year from the time when the said Commission shall have made such provision as aforesaid.

6. 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 the date of these presents.

7. That the said land shall and will at all times be maintained and used for the purpose of residence or for the purpose of agriculture and grazing.

8. That he or they shall and will as and when 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.

9. That in the event of any breach of the last preceding condition His Majesty his heirs and successors may at any time thereafter 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 such breach 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.

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

- (i) 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
- (ii) Mortgage or sublet the whole or any part of the land hereby demised nor
- (iii) Contract agree undertake or attempt to mortgage or sublet the whole or any part thereof nor
- (iv) Without the consent in writing of the Board take in stock for agistment thereon.

(b) 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.

(c) That these presents shall become absolutely void on any breach of the provisions of this covenant or (save as in the *Land Act 1928* or in the *Closer Settlement Act 1928* 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.

11. 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 1928* 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.

12. That the lessee will if not sooner called upon under the provisions of the *Fences Act 1928* 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 1928* 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.

13. 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 1928* in that behalf) during the first six years of the term hereby granted occupy personally the land hereby demised.

14. 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 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.

15. 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 1928* 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.

16. 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.

17. 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 1928*.

18. 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.

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

20. That in order to protect the interest (if any) of the Closer Settlement 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 Closer Settlement Board for such insurable amount as may be prescribed by regulations of the Governor in Council and as the said Closer Settlement Board may approve.

21. 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.

22. 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 *Closer Settlement Act 1928* 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 1928*. 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 1928* 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 1928* 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 *Closer Settlement Act 1928* or that he held or continued to hold this lease in violation of or non-compliance with some provision of the *Land Act 1928* 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 1928* 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.

23. That ancillary and without prejudice to the provisions of the *Land Act 1928* 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 proceedings.

24. 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 1928* 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.

25. 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 1928* 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 1928* 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.

26. 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.

27. 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 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.

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

(a) It shall not be obligatory on the trustee assignee or receiver in insolvency or bankruptcy or on the executors or administrators of the lessee to comply with the condition of occupation hereinbefore contained and

(b) The trustee assignee or receiver in insolvency or bankruptcy within twelve months from the date of the insolvency or bankruptcy or within such further period as in the case of drought or in any other special circumstances the Minister for the time being administering the *Land Act 1928* allows and the executors or administrators of the lessee at any time may 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 had been the original lessee. Where this lease is assigned to any person by the trustee assignee or receiver in insolvency or bankruptcy 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.

29. 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 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 1928* and of the powers conferred by the next following clause.

30. The lessee for himself his executors administrators and assigns further covenants with His Majesty his heirs and successors in manner following (that is to say):—That in the event of any portion of the land hereby demised being at any time or times required by the Board or The Victorian Railways Commissioners for the construction of railways railway stations or railway works already or hereafter authorized to be constructed or by the Governor or Administrator of the Government of Victoria by and with the advice of the Executive Council thereof (hereinafter designated the "Governor in Council") for the construction of water supply works irrigation works reservoirs dams races water-courses or drains or for public roads or highways to be hereafter set out by the Governor in Council he the said lessee his executors administrators or assigns will upon being allowed by the Board or Victorian Railways Commissioners or Governor in Council one month after receiving notice in writing from the Board or Victorian Railways Commissioners or Governor in Council that the land is so required for the removal by him or them of any houses buildings or fences upon the land so required remove such houses buildings and fences and relinquish possession of the land so required, and that neither he nor they will make any claim for compensation whatsoever for the said houses buildings fences or for any improvements upon the said land or for the cost which he or they may incur in such removal nor will he or they make any claim for compensation for any right or interest which he or they may possess in such lease or in such land beyond a proportionate reduction of rent which shall in all cases be fixed by an officer appointed by the Governor in Council for such purpose nor in respect of the severance of such lands from the other lands held under this lease. And it is hereby expressly agreed between the parties hereto that this covenant is to be construed as a release by the said lessee his executors administrators and assigns to His Majesty his heirs and successors from all or any payment to him or them and from all claims thereto which might otherwise have been made in respect of resumption of any portion of the land hereby demised for railway purposes or for the purpose of the construction of water supply works irrigation works reservoirs dams races water-courses or drains or for public roads or highways under the before contained conditions for resumption by or on behalf of His Majesty his heirs and successors.

31. 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.

32. 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 1928* 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 of 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 lessee in the presence of—

(Witness to sign here)— (Lessee to sign here)—

(L.S.)

SEVENTY-SEVENTH SCHEDULE.

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

*Closer Settlement Act 1928* (Part II.).

NON-RESIDENTIAL LEASE OF SELECTION PURCHASE ALLOTMENT.

This Indenture dated in accordance with the *Land Act 1928* the day of in the year of our Lord, One thousand nine hundred and , made between Governor of 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 State of the other (a discharged soldier within the meaning of Part II. of the *Closer Settlement Act 1928* 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 and does not by becoming the lessee violate or fail to comply with any of the provisions of the *Closer Settlement Act 1928* or of the *Land Act 1928* as 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 is available 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 colored 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 water-works 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 minerals as defined in the *Mines Act 1928* in upon or under the demised land together with liberty for His Majesty his heirs and successors and his and their agents servants lessees licensees and assigns at any time or times hereafter during the said term to enter upon the said land and to search and mine thereon or therein for gold silver and minerals as aforesaid and to extract and remove therefrom any such gold silver and minerals 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 mining lease or mineral lease under the *Mines Act 1928* or any corresponding previous enactment to enter therein and to mine for gold silver or minerals within the meaning of the said Act and to erect and occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those to which such person would for the time being be entitled 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 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. And provided also that the said land may be resumed under section 168 of the *Land Act 1928*. 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 *Closer Settlement Act 1928* 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 1928* such rent to be always paid by equal half-yearly payments in advance on the day of and the day of

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

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 provisions 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 being payable by the landlord or tenant in respect of the premises.

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

(i) 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

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

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

(iv) Without the consent in writing of The Board of Land and Works (hereinafter called "the Board") take in stock for agistment thereon.

(b) 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 endorsed 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.

(c) That these presents shall become absolutely void on any breach of the provisions of this covenant or (save as in the *Land Act 1928* or in Part II. of the *Closer Settlement Act 1928* 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.

4. 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 1928* 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.

5. That the lessee will if not sooner called upon under the provisions of the *Fences Act 1928* 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 1928* 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.

6. That the lessee his executors administrators or assigns will on the land hereby demised in respect of each acre or fractional part of an acre thereof make substantial and permanent improvements certified in writing under the Seal of the Board to be equivalent to the value of \_\_\_\_\_ in each of the first \_\_\_\_\_ years of the term hereby granted.

7. 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 1928*.

8. 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.

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

10. That in order to protect the interest (if any) of the Closer Settlement 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 Closer Settlement Board for such insurable amount as may be prescribed by regulations of the Governor in Council and as the said Closer Settlement Board may approve.

11. 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.

12. 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 *Closer Settlement Act 1928* 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 1928*. 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 1928* 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 1928* 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 *Closer Settlement Act 1928* or that he held or continued to hold this lease in violation of or non-compliance with some provision of the *Land Act 1928* 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 1928* 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.

13. That ancillary and without prejudice to the provisions of the *Land Act 1928* 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 proceedings.

14. 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 1928* 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.

15. It is a condition of these presents that if the lessee during the first six years of the term hereby granted fences the land hereby demised and makes on such land within the times limited in that behalf the improvements of the nature and value and in the manner expressed in the covenants and conditions hereinbefore contained 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 1928* 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.

16. 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 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.

17. In the case of the insolvency bankruptcy or death of the lessee during the first six years of the term hereby granted the trustee assignee or receiver in insolvency or bankruptcy within twelve months from the date of the insolvency or bankruptcy or within such further period as in the case of drought or in any other special circumstances the Minister for the time being administering the *Land Act 1928* allows and the executors or administrators of the lessee at any time may 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 had been the original lessee.

18. It is an express condition of these presents that the Governor in Council or the Board 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 1928* and of the powers conferred by the next following clause.

19. 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 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 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. And the said Board 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.

20. 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.

21. 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 1928* 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  
Governor of 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  
lessee in the presence of—

(Lessee to sign here) (L.S.)

(Witness to sign here)

#### SEVENTY-EIGHTH SCHEDULE.

Entered in the Register Book Vol. Fol.

Assistant Registrar of Titles.

*Closer Settlement Act 1928* (Part II.).

#### CONDITIONAL PURCHASE LEASE OF FARM ALLOTMENT.

This Indenture dated the \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord One thousand nine hundred and \_\_\_\_\_ and made between

\_\_\_\_\_ Governor of 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 Closer Settlement Board (hereinafter referred to as the "Board") of the second part and (a discharged soldier within the meaning of Part II. of the *Closer Settlement Act 1928* hereinafter called the "lessee") of the third part Whereas the lessee has become an applicant for the conditional purchase by instalments namely an adjustment amount of £ \_\_\_\_\_ s. \_\_\_\_\_ d. half-yearly 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 balance remaining after payment of the amount of £ \_\_\_\_\_ s. \_\_\_\_\_ d. 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 Fifth Schedule to the *Land Act 1928* and approved by the Governor in Council Witnesseth that in consideration of the payments hereby covenanted to be made and the covenants conditions and provisions herein contained and on the part of the lessee his executors administrators and assigns to be observed and performed His Majesty doth by these presents grant and demise unto the lessee the surface and down to a depth of \_\_\_\_\_ feet below the surface of All that piece of land in the State of Victoria being allotment \_\_\_\_\_ of section \_\_\_\_\_ Parish of \_\_\_\_\_ County of \_\_\_\_\_ containing \_\_\_\_\_

more or less (the same being a closer settlement allotment within the meaning of the *Closer Settlement Act 1928* 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 colored 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 *Closer Settlement Act 1928* 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 minerals as defined in the *Mines Act 1928* in upon or 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

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

the said land and to search and mine therein or thereon for gold silver and minerals as aforesaid and to extract and remove therefrom any such gold silver and minerals 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 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 mining lease or mineral lease under the *Mines Act 1928* or any corresponding previous enactment to enter therein and to mine for gold silver or minerals within the meaning of the said Act and to erect and occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those to which such person would for the time being be entitled to mine for gold and silver 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 £ \_\_\_\_\_

a. d. by \_\_\_\_\_ equal half-yearly instalments of £ \_\_\_\_\_

a. d. each and a final instalment of £ \_\_\_\_\_

a. 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 provisions agreements acts matters and things hereinafter contained (that is to say):—

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

2. That he or they will during the continuance of this demise pay bear and discharge all existing and future taxes rates duties charges imposts assessments and outgoings whatsoever for the time being payable by or imposed on either landlord or tenant in respect of the said premises.

3. That these presents are upon this condition that the lessee or (upon a transfer pursuant to law) his transferee 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 1928* Provided that for the purposes of this condition residence shall be deemed to be complied with if the lessee or his transferee with the consent of the Board resides with his family either on any part of the estate of which this allotment formed a portion when acquired by the Board or on any land adjoining or separated only by a road or watercourse from such allotment or during the first five 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 three 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 three 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 bankruptcy insolvency or death of the lessee that Firstly it shall not be obligatory on the trustee assignee or receiver in bankruptcy or insolvency or on the executors or administrators of the lessee to comply with the condition of residence hereinbefore contained And Secondly the trustee assignee or receiver in bankruptcy or insolvency or the executors or administrators of the lessee at any time within twelve months from the date of such insolvency or death or within such further period as in the case of drought or other special circumstances the Minister for the time being administering the *Closer Settlement Act 1928* allows may 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 the trustee assignee or receiver in bankruptcy or 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 bankruptcy or insolvency or death of the lessee or within such further period as aforesaid the trustee assignee or receiver in such bankruptcy or 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 1928* 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 three 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 three years hereof the Board is satisfied that all the covenants and conditions hereof have been complied with the lessee may with the written consent of the Board but subject to the *Closer Settlement Act 1928* 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 and 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 1928* 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 1928* 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 this 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 that where owing to special circumstances it appears to the Board to be equitable in any particular case to modify the requirements of this clause it may by writing under its seal recommend to the Minister for the time being administering the *Closer Settlement Act 1928* the modification of those requirements and the Minister may modify the same accordingly and observance of the requirements as so modified shall be deemed to be observance of the requirements of this clause. 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 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 in favor of the Board for such amount as may be prescribed and as the Board may approve.

10. 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.

11. 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.

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.

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 provisions contained in the Schedule hereto.

17. That these presents are upon this further condition that the Governor in Council or the Board may at any time enter upon the whole or any portion of the land hereby demised for the purpose of resuming 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 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.

18. 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.

19. 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 proceedings taken for or on account of the same by any person whomsoever the defendants or defendant to such action may plead leave and licence 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 encumbrance 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.

20. 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 provisions 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.

21. 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 1928* applicable to the 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 interest of the lessee in the said allotment to be put up for sale by auction and transfer the lease to the purchaser (who must be a qualified person under the *Closer Settlement Act 1928*) of such interest or may cause the said allotment to be forfeited and put up for sale by auction on such terms and conditions as the Governor in Council determines.

22. That these presents are upon this further condition that at any time after the expiration of the first twelve years of this demise provided the Board is satisfied that all the covenants and conditions hereof have been complied with and the fencing and improvements maintained and that the full purchase money for the land and for any improvements has been paid the lessee or his representatives shall be entitled to a grant in fee of the land hereby demised subject to such covenants conditions 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.

In witness whereof Governor of 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 the *Closer Settlement Board* hath hereunto affixed its Common Seal and the lessee hath hereunto set his hand and seal.

SCHEDULE HERINBEFORE REFERRED TO.

The Common Seal of the *Closer Settlement Board* was hereunto affixed the \_\_\_\_\_ day of \_\_\_\_\_, in the year of our Lord One thousand nine hundred and \_\_\_\_\_, in the presence of—

(SEAL) Chairman or Member. Secretary.

Signed sealed and delivered by the lessee in the presence of—

(Witness to sign here.) (Lessee to sign here.) (L.S.)

SEVENTY-NINTH SCHEDULE.

CONDITIONAL PURCHASE LEASE OF FARM ALLOTMENT—MALLEE.

NOTE.—This schedule to be in the form of the Seventy-eighth Schedule with the modifications prescribed in Chapter XVIII., clause 3.

EIGHTIETH SCHEDULE.

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

*Closer Settlement Act 1928* (Part II.).

CONDITIONAL PURCHASE LEASE.—HOMESTEAD ALLOTMENT. Part III., *Land Act 1928*.

This Indenture dated in accordance with the *Land Act 1928* the \_\_\_\_\_ of \_\_\_\_\_ in the year of our Lord One thousand nine hundred and \_\_\_\_\_ and made between \_\_\_\_\_

Governor of 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 State Rivers and Water Supply Commission (hereinafter referred to as the "Commission") of the second part and \_\_\_\_\_ (a discharged soldier within the meaning of Part II. of the *Closer Settlement Act 1928* hereinafter called the "lessee") of the third part. Whereas the lessee was an applicant for the conditional purchase by instalments namely an adjustment amount of £ \_\_\_\_\_ s. \_\_\_\_\_ d. 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 on the balance remaining after payment of the amount of £ \_\_\_\_\_ s. \_\_\_\_\_ d. calculated at the rate of \_\_\_\_\_ per centum per annum for \_\_\_\_\_ years (the term agreed upon by the lessee and the Commission 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 Commission prepared in the form of the table in the Fifth Schedule to the *Land Act 1928*). Now this Indenture witnesseth that in consideration of the payments hereby covenanted to be made and the covenants conditions and provisions herein contained and on the part of the lessee his executors administrators and assigns to be observed and performed His Majesty doth by these presents grant and demise unto the lessee the surface and down to a depth of \_\_\_\_\_ feet below the surface of All that piece of land in the State of Victoria being a holding under Part III. of the *Land Act 1928* and being allotment \_\_\_\_\_ of section \_\_\_\_\_ Parish \_\_\_\_\_ 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 colored 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 *Closer Settlement Act 1928* 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 for the 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 water-courses or for any public purposes whatsoever 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 Excepting and Reserving unto His Majesty his heirs and successors all gold and silver and minerals as defined in the *Mines Act 1928* in upon or 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 and minerals as aforesaid and to extract and remove therefrom any such gold silver and minerals 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 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 mining lease or mineral lease under the *Mines Act 1928* or any corresponding previous enactment to enter therein, and to mine for gold silver or minerals within the meaning of the said Act and to erect and occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those to which such person would for the time being be entitled to mine for gold and silver 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 \_\_\_\_\_ and 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 payment of 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 Commission and its successors that he the lessee his executors administrators and assigns will observe and perform and be bound by the several covenants conditions provisions agreements acts matters and things hereinafter contained (that is to say):—

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 Commission. 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 Commission in like manner as in accordance with the provisions of Section seventy-four of the *Land Act 1928* 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 Commission during which some person named by the lessee and approved by the Commission 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 Commission take in stock for agistment thereon. 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 bankruptcy or death of the lessee the trustee assignee or receiver in such insolvency or bankruptcy within twelve months from the date of the insolvency or the executors or administrators of the lessee at any time may 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 trustee assignee or receiver in insolvency or bankruptcy 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 Commission 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 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 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 Commission in writing.

6. These presents are upon this condition in the event of the lessee dying or becoming insolvent or bankrupt that if within twelve months from the date of the insolvency bankruptcy or death of the lessee the trustee assignee or receiver in such insolvency or bankruptcy or executor or administrator has failed to re-assign or transfer the lease of such insolvent bankrupt 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 Commission 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 Commission is satisfied that all the covenants and conditions hereof have been complied with the lessee may with the written consent of the Commission transfer assign mortgage sublet or part with the possession of the land hereby demised or any part thereof 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 Commission commence and continue to destroy and will within three years after the issue of this lease have destroyed to the satisfaction of the Commission the animals and birds by the *Land Act 1928* 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 all plants declared by the Governor in Council to be "noxious weeds" pursuant to any Act for the time being in force relating to noxious weeds.

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 1928* 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 Commission 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 Commission of the value of not less than Fifty pounds for each of such years and that he or they if required by the Commission 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 tenable 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 Commission 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 fulfill and be bound by the stipulations conditions covenants and provisions contained in the Schedule hereto.

14. It is a condition of this lease that the Governor in Council or the Commission 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 water-courses 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 Commission 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 Commission 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 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 provisions 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 ob-

tained judgment in ejectment for recovery of possession of the said land and a writ of possession or other process had issued on such judgment directed to such sheriff in due form of law And that in case of such entry and any action being brought or other proceedings taken for or on account of the same by any person whomsoever the 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 Commission 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 or his representatives shall be entitled to a Crown grant for the land hereby demised subject to such covenants conditions exceptions and reservations as the Governor in Council may direct.

In witness whereof Governor of 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 the Commission hath hereunto affixed its Common Seal and the lessee hath hereunto set his hand and seal.

The Common Seal of the State Rivers and Water Supply Commission was hereunto affixed the day of \_\_\_\_\_ in the year of our Lord One thousand nine hundred and \_\_\_\_\_ in the presence of—  
(L.S.) Commissioner.  
Commissioner.

Signed sealed and delivered by the lessee in the presence of—

(Lessee to sign here)—

(Witness to sign here)—

(L.S.)

#### EIGHTY-FIRST SCHEDULE.

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

*Closer Settlement Act 1928* (Part II.).

(*Land Act 1928*, Section 111.)

#### CONDITIONAL PURCHASE LEASE, SWAMP OR RECLAIMED LANDS.

This Indenture dated in accordance with the *Land Act 1928* the first day of \_\_\_\_\_ in the year of our Lord One thousand nine hundred and \_\_\_\_\_ (being the day the person hereinafter named became entitled to this lease) and made between

Governor of 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 Board of Land and Works (hereinafter referred to as the "Board") of the second part and \_\_\_\_\_ (a discharged soldier within the meaning of Part II. of the *Closer Settlement Act 1928* hereinafter called the "lessee") of the third part Whereas the lessee was an applicant for the conditional purchase by \_\_\_\_\_ half-yearly instalments of £ s. d. each and a final instalment of £ s. d. of the allotment of swamp or reclaimed land hereinafter referred to valued at the sum of £ s. d. And whereas such value with interest thereon calculated at the rate of Four pounds ten shillings per centum per annum for \_\_\_\_\_ years (the term agreed upon by the lessee and the Board as that over which the payments of purchase money shall extend) amounts in the whole to the sum of £ s. d. to be paid by \_\_\_\_\_ half-yearly instalments [which instalments have been calculated in accordance with the table adopted by the responsible Minister of the Crown for the time being administering the *Land Act 1928* (hereinafter referred to as the "Minister") prepared in the form of the table in the Fifth Schedule to the *Land Act 1928*] Witnesseth that in consideration of the payments hereby covenanted to be made and the covenants conditions and provisions herein contained and on the part of the lessee his executors administrators and assigns to be observed and performed His Majesty doth by these presents grant and demise unto the lessee the surface and down to a depth of \_\_\_\_\_ feet below the surface of All that piece of land in the State of Victoria being allotment \_\_\_\_\_ of section \_\_\_\_\_ Parish of \_\_\_\_\_ County of \_\_\_\_\_ containing \_\_\_\_\_ more or less 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 colored 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 *Closer Settlement Act 1928* 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 for the public purposes and in accordance with the provisions and conditions hereinafter expressed and contained the whole or such parts of the said land as may from time to time be required for water supply purposes irrigation purposes reservoirs dams races watercourses or drains or for railways roads or highways or for mining purposes or for any public purpose whatsoever such land or such parts of the same (as the case may be) when the same is or 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 Excepting and Reserving unto His Majesty his heirs and successors all gold and silver and minerals as defined in the *Mines Act 1928* in upon or under the said demised premises together with liberty for His Majesty his heirs and successors and his and their agents servants 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 and minerals as aforesaid and to extract and remove therefrom any such gold silver and minerals 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 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 mining lease or mineral lease under the *Mines Act 1928* or any corresponding previous enactment to enter therein and to mine for gold silver or minerals within the meaning of the said Act and to erect and occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those to which such person would for the time being be entitled to mine for gold and silver 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 \_\_\_\_\_ and 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 payment of 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 and assigns will observe and perform and be bound by the several covenants conditions provisions agreements acts matters and things hereinafter contained (that is to say):—

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

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

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

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

5. That he or they will at all times during the said period of six years when so required by the Minister furnish the Minister with a statutory declaration to the effect that neither he

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

nor they (as the case may be) have directly or indirectly transferred assigned sublet mortgaged or parted with the possession of the land hereby demised.

6. That neither he nor they shall or will for a period of six years from the commencement of this lease take in stock for agistment on the land hereby demised or permit any of such land to be cropped or used by any person other than himself or themselves (as the case may be) without the previous written consent of the Board first had and obtained.

7. That he or they after the expiration of the six years hereinbefore limited will not during the term hereby created transfer assign sublet or mortgage the land hereby demised or any part thereof without the written consent of the Board first had and obtained. Such consent will not be given unless the Board be satisfied that all the covenants and conditions of these presents have been complied with and observed.

8. That he or they will forthwith after the granting of this lease commence to destroy and will within two years after the granting of this lease have destroyed to the satisfaction of the Board the animals and birds by the *Land Act 1928* included in the term "vermin" or which the Governor in Council may by proclamation in the *Government Gazette* declare or have declared to be vermin for the purposes of the said Act or any Act thereby repealed upon the land hereby demised and will keep the same free of such animals and birds and free of Bathurst burr wild briar and gorse to the satisfaction of the Board.

9. That he or they will within six years from the issue of this lease if not sooner called upon under the provisions of the *Fences Act 1928* enclose the land described herein with a fence of such kind as will come within the meaning assigned to the word "fence" by the *Land Act 1928* and keep the same in repair. Provided nevertheless that where any lessee proves to the satisfaction of the Board that owing to the physical conditions or the nature of the land hereby demised the enclosing thereof with a fence would be impracticable or where in the opinion of the Board the fencing of the whole or any part of the land hereby demised is not required the Board may in writing accept as a compliance with this covenant the expenditure by the lessee on such land for substantial and permanent improvements previously approved by the Board of an amount equivalent in the Board's opinion to the cost of fencing.

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

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

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

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

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

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

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

17. That these presents are upon this condition that if at any time more than one half-yearly instalment is in arrear (the payment of the same not having been suspended by the Board under the power in that behalf hereinafter contained) or if and whenever there shall be a breach of or non-compliance with any of the other covenants stipulations conditions provisions or agreements by the lessee herein contained and the Governor in Council shall determine that this lease shall in consequence be avoided (and the production of the minute of the proceedings of the Executive Council whereat such determination was arrived at shall be conclusive evidence thereof) then these presents and the term hereby created shall be void and of no effect. Provided that forfeiture for non-payment of any instalment may with the consent in writing of the Minister be prevented by payment of such instalment with an additional sum equal to Five per centum of the amount of such instalment.

18. In the event of the lessee being unable at any time to pay his instalments as they become due the Board may if the lessee has otherwise complied with the conditions of this lease suspend the payment of such instalments as will not exceed Sixty pounds 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 instalments so suspended with interest at the rate of Five pounds per centum per annum thereon added either in one amount or spread over a definite time to be determined 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 any lands comprised therein required for reserves for public purposes roads railways canals reservoirs or for mining purposes. The lessee upon such entry shall remove any improvements from the land so resumed and relinquish and give up possession of the same to His Majesty his heirs or successors. There shall be paid by His Majesty his heirs or successors the actual cost of removing and re-erecting and any actual depreciation in value caused by such removal and re-erecting of the improvements and the amount of loss sustained in consequence of relinquishing improvements not removable such cost or amount shall be fixed by the Board but shall not include compensation for severance or for any person's interest in the land and may be paid to such person or persons as the Board determines.

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

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

In witness whereof,  
Governor of the said State of Victoria and its Dependencies hath on behalf of His Majesty the King caused this demise to be sealed with the seal of the said State the Board hath hereunto affixed its Common Seal and the lessee hath hereunto set his hand and seal.

SCHEDULE HEREBEFORE REFERRED TO.

The Common Seal of the Board of Land and Works was hereunto affixed the day of \_\_\_\_\_ in the year of our Lord One thousand nine hundred and \_\_\_\_\_ in the presence of—

President.  
Member.

Signed sealed and delivered by the lessee in the presence of—

(Lessee to sign here)

(Witness to sign here)

EIGHTY-SECOND SCHEDULE.

APPLICATION FOR SURRENDER OF LEASE WITH A VIEW TO THE ISSUE OF A CONSOLIDATED LEASE UNDER SECTION 213 OF THE CLOSER SETTLEMENT ACT 1928.

I, \_\_\_\_\_ of \_\_\_\_\_ a discharged soldier within the meaning of Part II. of the Closer Settlement Act 1928—

- (a) being the holder of a conditional purchase lease or leases under the said Closer Settlement Act (or some corresponding previous enactment); or
- (b) holding a qualification certificate and holding a selection purchase lease or leases or a conditional purchase lease or leases or an agricultural allotment lease or leases or a grazing allotment lease or leases

under the Land Act 1928 (or some corresponding previous enactment) as amended or affected by Part II. of the Closer Settlement Act 1928 (or some similar repealed enactment);

hereby apply for permission to surrender my present lease or leases for—

Allotment	Section	Parish
Allotment	Section	Parish

with the view of obtaining a consolidated lease for the said allotments together with such additional area as the Closer Settlement Board approves.

Signature

Postal Address

\* Insert Full Name, Address, and Occupation.

NOTE.—The consolidated lease may bear the date of the first lease issued, but instalments of principal only will be charged on the additional area for the period prior to the date when it was granted.

EIGHTY-THIRD SCHEDULE.

Closer Settlement Act 1928 (Section 225.)

APPLICATION FOR POSTPONEMENT OF PAYMENT OF INSTALMENTS OF PRINCIPAL IN RESPECT OF LEASE AND ADVANCES.

To the Closer Settlement Board, Melbourne.

I, \_\_\_\_\_ of \_\_\_\_\_ being the lessee of allotment \_\_\_\_\_ section \_\_\_\_\_ containing \_\_\_\_\_ acres roods \_\_\_\_\_ perches in the Parish of \_\_\_\_\_ hereby make application for the postponement of payment of instalments of principal in respect of—

[Strike out unnecessary words] my lease. and advances.

My position at this date is as follows:— £ s. d.

- Estimated value of crops growing ... ..
- Stock on hand advanced by Board ... ..
- Stock on hand purchased and paid for in full by me ... ..
- Implements and machinery on hand advanced by Board ... ..
- Implements and machinery on hand purchased and paid for in full by me ... ..
- Any other asset ... ..
- Amount owing to other creditors (as per attached list) ... ..

I solemnly and sincerely declare the above statement to be true and correct in every particular.

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

Signature

Declared before me, at \_\_\_\_\_ in the State of Victoria, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, Justice of the Peace, or Commissioner for taking Declarations and Affidavits.

EIGHTY-FOURTH SCHEDULE.

APPLICATION FOR EXTENSION OF PERIOD FOR REPAYMENT AND FOR CONSOLIDATION OF DEBTS UNDER SECTION 226 OF THE CLOSER SETTLEMENT ACT 1928.

I, \_\_\_\_\_ of \_\_\_\_\_ a discharged soldier within the meaning of Part II. of the Closer Settlement Act 1928—

- (a) being the holder of a conditional purchase lease under the said Closer Settlement Act (or some corresponding previous enactment); or

Lease referred to is for—  
Allotment  
Section  
Parish

- (b) holding a qualification certificate and holding a selection purchase lease or a conditional purchase lease or an agricultural allotment lease or a grazing allotment lease under the Land Act 1928 (or some corresponding previous enactment) as amended or affected by Part II. of the Closer Settlement Act 1928 (or some similar repealed enactment),

hereby apply under section 226 of the Closer Settlement Act 1928 for a consolidation of my liabilities and for an extension of the period for repayment of

- (a) any instalments or rent provided for in the lease and whether due or to become due at any time so far as the same have not been paid;
- (b) any advances made to me by the Closer Settlement Board, and whether due or to become due at any time, so far as the same have not been repaid, and any interest thereon so far as the same has not been paid; and
- (c) any interest in respect of arrears of instalments, rent, advances, and interest, so far as such first-mentioned interest has not been paid.

Signature

Postal Address

EIGHTY-FIFTH SCHEDULE.

Closer Settlement Act 1928.

AGREEMENT UNDER SECTION 226.

An Agreement made the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_ between the Closer Settlement Board of the State of Victoria (hereinafter called "the Board") of the one part and \_\_\_\_\_ of \_\_\_\_\_ in the said State (a discharged soldier within the meaning of Part II. of the Closer Settlement Act 1928, and hereinafter called "the applicant") of the other part. Whereas the applicant is the holder of a Conditional Purchase Lease (hereinafter called "the said lease") under the Closer Settlement Act 1928 (or some corresponding previous enactment) of the Allotment of land specified in the margin hereof for the term of \_\_\_\_\_ years from the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, subject to the payment of the purchase money therein mentioned to be paid by half-yearly instalments on the days and in the manner provided by the said lease and to the covenants conditions and provisions therein contained and on the part of the lessee his executors administrators and assigns to be observed and performed. And whereas certain advances have been made to the applicant by the Board which said advances together with interest thereon at the rate of Five pounds per centum per annum are repayable by half-yearly instalments and in respect of which the applicant has executed the securities specified in the schedule hereunder. And whereas the applicant has applied to the Board to enter into an agreement with him pursuant to Section 226 of the Closer Settlement Act 1928 that in lieu of the liabilities of the applicant under the said lease or under any existing agreement or security regarding advances or under any Act to pay or repay—

- (A) any instalments provided for in the said lease and whether now due or hereafter to become due so far as the same have not been paid;

- (B) any advances heretofore made under the *Closer Settlement Act 1928* or any corresponding previous enactment to the applicant by the Board and whether now due or hereafter to become due so far as the same have not been repaid, and any interest thereon so far as the same has not been paid; and
- (C) any interest in respect of arrears of instalments advances and interest so far as such first-mentioned interest has not been paid;

all such liabilities of the applicant (excepting his liabilities to pay interest included in instalments whether in respect of the said lease or the said advances or to pay interest otherwise payable on advances when such interest in either case accrues due after the date of the said agreement) shall be consolidated and shall during the period of thirty years from and after the date of the said agreement be liquidated in the manner in the said section provided. And whereas the Board with the authority of the responsible Minister of the Crown for the time being administering the said Act has agreed to enter into such agreement. And whereas the total amount of the applicant's liabilities as aforesaid calculated in accordance with the provisions of the said section is £ (hereinafter called "the consolidated debt"). And whereas the consolidated debt with interest thereon calculated at the rate aforesaid for the said period of thirty years amounts in the whole to the sum of £ to be paid by the applicant by one instalment of £ and fifty-nine half-yearly instalments of £ each which instalments have been calculated in accordance with the table in force applicable for the repayment by half-yearly instalments of an advance of £ lent at Five pounds per centum interest per annum for Thirty years adopted by the Board prepared in the form of the table in the Fifth Schedule to the *Land Act 1928* and approved by the Governor in Council. Now These Presents Witness as follows:—

1. The applicant for himself his heirs executors administrators and assigns hereby covenants and agrees with the Board—

- (a) To pay to the Board the said sum of £ by one instalment of £ payable on the day of 19 and fifty-nine half-yearly instalments of £ each on the day of and the day of in every year until the whole amount shall be paid the first of such half-yearly instalments to be paid on the day of 19.
- (b) If any of the aforesaid half-yearly instalments shall not be duly and punctually paid upon or within thirty days after the several days hereinbefore appointed for payment thereof respectively to pay to the Board (in addition thereto) interest on the whole amount in arrear or on so much thereof as shall for the time being remain owing and unpaid at the rate of Five pounds per centum per annum calculated from the due date of such instalment until payment but the receipt of such additional interest shall be without prejudice to any rights powers and remedies which may be available or enforceable against the applicant his executors administrators or assigns in consequence of such default.
- (c) To give to the Board such further security or securities as it may be authorized under any Act to take and which it may from time to time require to secure payment of the moneys payable hereunder or any part thereof.

2. Provided always and it is hereby agreed and declared:—

- (a) That notwithstanding anything hereinbefore contained the applicant may at any time before the due date of the last of the aforesaid half-yearly instalments pay unto the Board the whole or any portion of the principal of the consolidated debt together with interest thereon up to the date of payment and in the event of a portion only of the said principal being so paid the Board may make any adjustment it thinks fit in regard to the amount of the half-yearly instalments to be paid thereafter or otherwise as may be required.
- (b) That a statement in writing signed by the Secretary or the Accountant to the Board for the time being of the moneys due and owing by the applicant at the date mentioned in such statement shall be conclusive evidence of the amount so due and owing and of the truth of the particulars contained in such statement.
- (c) Should the applicant his executors administrators or assigns apply for consent to transfer his interest in the said allotment all instalments due under this agreement together with such an amount of the consolidated debt as the Board may determine shall be payable before the issue of the consent to such transfer.

3. It is hereby further agreed and declared that except as in the said section 226 otherwise provided:—

- (a) Notwithstanding anything to the contrary contained in any Act or in the said lease or in any agreement or security heretofore made or given in respect of the said advances all the liabilities of the applicant to comply with the requirements of the said lease and of any agreement or security regarding such advances made or given as aforesaid so far as such requirements relate to paying or repaying any instalments advances interest and arrears of interest specified or included in paragraphs (A) to (C) of the third recital of these presents shall be suspended during the operation of this agreement.
- (b) Full compliance by the applicant his executors administrators and assigns with the provisions of this agreement shall be deemed to be compliance with the requirements of the said lease and of every agreement or security heretofore made or given regarding the said advances and of every Act so far as such requirements relate to paying or repaying any instalments advances interest and arrears specified or included in the said paragraphs (A) to (C).
- (c) Any breach by the applicant his executors administrators or assigns of the provisions of this agreement shall be deemed to be and shall be attended by the like consequences as a breach of the provisions of the said lease.
- (d) Any security given by the applicant before the date of this agreement in respect of any advance to him by the Board or any arrears of his instalments under the said lease or any arrears of any such advance shall be deemed to be a security given in respect of the consolidated debt (including interest thereon) of the applicant and in case of default by him of any of the provisions of this agreement such security shall if the Board thinks fit become enforceable at any time thereafter.
- (e) On any breach by the applicant his executors administrators or assigns of any of the provisions of this agreement the Board or the Minister may take any proceedings for the recovery of all unpaid instalments of purchase money and interest thereon and of all unpaid advances and interest thereon and of all interest in respect of arrears of instalments advances or interest in the same manner and to the same extent as if this agreement had not been entered into without prejudice to the right of the Board to enforce any obligation arising under this agreement; and
- (f) The Board shall have the same powers for the recovery of instalments of the consolidated debt and interest thereon under this agreement by suit distress forfeiture or otherwise as the Board has under any Act with respect to the recovery of any instalments of purchase money and interest thereon.

In Witness whereof the Board hath hereunto affixed its Common Seal and the applicant hath hereunto set his hand and seal.

THE SCHEDULE ABOVE REFERRED TO.

The Common Seal of the Closer Settlement Board was hereunto affixed in the presence of—

Chairman or  
Member.  
Secretary.

Signed, sealed, and delivered by the applicant in the presence of—

(Applicant to sign here.)

(Witness to sign here.)

#### EIGHTY-SIXTH SCHEDULE.

*Closer Settlement Act 1928* (Section 227).

APPLICATION FOR RE-APPRAISEMENT OF CAPITAL VALUE OF LAND.

To the Closer Settlement Board, Melbourne.

I, \_\_\_\_\_, of \_\_\_\_\_, being the lessee of allotment \_\_\_\_\_, section \_\_\_\_\_, containing \_\_\_\_\_ acres \_\_\_\_\_ roods \_\_\_\_\_ perches in the Parish of \_\_\_\_\_, hereby make application for the re-appraisal of the capital value of the land, as I consider the sum charged against me in regard to same is in excess of the true value of such land for the following reasons, viz.:—

Since going into occupation I have effected the following improvements:—

Fencing, description— \_\_\_\_\_ chains, \_\_\_\_\_; cost, \_\_\_\_\_  
Clearing \_\_\_\_\_ acres; cost, \_\_\_\_\_

Nature and value of other improvements—  
I have \_\_\_\_\_ acres under crop and \_\_\_\_\_ acres  
in fallow.

I am milking \_\_\_\_\_ cows, and receive a return of  
£ \_\_\_\_\_ per week from same.

Stock now in my possession on the property is as under:—

Horses	...	...	...	...
Cattle	...	...	...	...
Sheep	...	...	...	...
Pigs	...	...	...	...

I solemnly and sincerely declare the above statement to be true and correct in every particular.

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

Signature

Declared before me, at \_\_\_\_\_, in the State of Victoria,  
this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
\_\_\_\_\_, Justice of the Peace, or  
Commissioner for taking Declarations and Affidavits.

**EIGHTY-SEVENTH SCHEDULE.**

*Closer Settlement Act 1928 (Section 228).*

**APPLICATION FOR THE WRITING OFF OF CERTAIN DEBTS.**

To the Closer Settlement Board, Melbourne.

I, \_\_\_\_\_, of \_\_\_\_\_, being the lessee of  
allotment \_\_\_\_\_, section \_\_\_\_\_, containing \_\_\_\_\_ acres \_\_\_\_\_ roods  
\_\_\_\_\_ perches in the Parish of \_\_\_\_\_, hereby  
make application for the writing off of £ \_\_\_\_\_, being the  
whole (or portion) of the debt in respect of interest due by  
me to the Board.

I am unable to meet all my obligations to the Board—

(a) owing to the following adverse circumstances:—  
[State nature of adverse circumstances, date of occurrence  
of same, amount of loss incurred thereby.]

(b) by reason of—  
the insufficiency of the area of the land,  
the over-valuation of such land,  
the overcharge of the buildings thereon.

[Strike out whichever of (a) and (b) is not applicable.]

My position at this date is as follows:— £ s. d.

Estimated value of crops growing	...	...
Stock on hand advanced by Board	...	...
Stock on hand purchased and paid for in full by me	...	...
Implements and machinery on hand advanced by Board	...	...
Implements and machinery purchased and paid for in full by me	...	...
Any other asset	...	...
Amount owing to other creditors (as per attached list)	...	...

I solemnly and sincerely declare the above statement to be true and correct in every particular.

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

Signature

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

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

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

C. W. KINSMAN,  
Acting Clerk of the Executive Council.