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VICTORIA
GOVERNMENT GAZETTE.

Published by Authority.

No. 555]

WEDNESDAY, JULY 26.

[1950.

SOLDIER SETTLEMENT
ACTS.

SOLDIER SETTLEMENT ACTS.

*At the Executive Council Chamber, Melbourne, the
eighteenth day of July, 1950.*

PRESENT:

His Excellency the Governor of Victoria.

| | |
|--------------|-------------|
| Mr. Dodgshun | Mr. Lind |
| Mr. Inchbold | Mr. Brose |
| Mr. Mitchell | Mr. Harvey. |

ADDITIONS TO REGULATIONS.

HIS Excellency the Governor of the State of Victoria, by and with the advice of the Executive Council thereof, pursuant to the provisions of section 42 of the *Soldier Settlement Act* 1945 and section 92 of the *Soldier Settlement Act* 1946, doth hereby approve of the following addition to the Regulations made under the *Soldier Settlement Act* 1945 on the 7th day of May, 1946:—

CHAPTER I.

Preliminary.

1. For the purposes of these Regulations, unless the context be inconsistent therewith, the words Commission, Discharged Soldier, Minister, Prescribed, Regulations, The Agreement, Allotment, Division, Estate, Settled, Settler, shall have the respective meanings assigned to them in section 3 of the *Soldier Settlement Act* 1945, and section 3 of the *Soldier Settlement Act* 1946 (hereinafter referred to as "the Act").

2. The forms set out in the Schedules hereunder may be adopted with any modifications necessary to meet the requirements of any particular case, and any footnotes or explanatory notes therein shall be deemed to be part of these Regulations.

3. The provisions of the Acts Interpretation Acts shall apply to these Regulations.

4. These Regulations shall be deemed to have come into operation on the twenty-eighth day of December, One thousand nine hundred and forty-five.

CHAPTER II.

Acquisition of Land.

1. Every offer to sell any land to the Commission pursuant to section 26 of the *Soldier Settlement Act* 1945 shall be made in the form prescribed in the First Schedule hereto.

2. The reports supplied by the valuers regarding the suitability of land for Soldier Settlement shall be the property of the Commission and shall be in the form prescribed in the Second Schedule hereto, together with such additional information and plans as may be required by the Commission.

3. Every form of claim for compensation in respect of land taken compulsorily under the provisions of the Soldier Settlement Acts 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.

4. The form of claim for compensation in respect of land taken compulsorily under the provisions of the Soldier Settlement Acts shall be in the form of that prescribed in the Third Schedule hereto.

5. An assessor appointed to sit with a Judge in hearing disputed claims in respect of land taken compulsorily under the provisions of the Soldier Settlement Acts shall be paid a fee of £5 5s. per sitting day in addition to a rail fare to cover cost of transport and a travelling allowance at the rate of £1 per day.

CHAPTER III.

Leases.

1. When any land is temporarily leased pursuant to sections 9 and 17 of the Act, as amended by section 7 of the *Soldier Settlement Act* 1949, the lease shall be in the form or to the effect of that prescribed in the Fourth Schedule hereto.

2. The Settlement Interim Lease to be issued pursuant to the Act shall be in the form or to the effect of that prescribed in the Fourth Schedule hereto, and shall be subject to such other exceptions, reservations, covenants, and conditions as the Commission may determine in any particular case.

CHAPTER IV.

*Disposal of Land (Classification and Applications for Allotments).**Classification of Intending Settlers.*

1. Any discharged soldier desiring to apply for land or assistance to acquire or improve land must first apply to be classified as to eligibility and suitability for settlement.
2. Every application for classification shall be made in the form prescribed in the Fifth Schedule hereto.
3. Every report required to be obtained from referees in connexion with an application for classification shall be made on the form prescribed in the Sixth Schedule hereto.
4. Every Certificate of Eligibility and Suitability to apply for land under the Soldier Settlement Acts shall be in the form or to the effect of that prescribed in the Seventh Schedule hereto.

Applications for Allotments.

5. Every application for an allotment under the Soldier Settlement Acts shall be in the form prescribed in the Eighth Schedule hereto.
6. The Commission may appoint one or more officers to act as a Land Settlement Board, and such Board shall investigate all applications for allotments that are remitted to it for consideration, and shall make recommendations to the Commission in respect of the allocation of such allotments.
7. The chairman of every Land Settlement Board shall, when obtaining evidence from any applicant, require that such evidence be given in the form of a statutory declaration and as prescribed in the Ninth Schedule hereto.

CHAPTER V.

Advances Under Parts III. and IV.

1. Every application for an advance pursuant to the provisions of Part III. of the Act, for any of the following purposes:—
 - (a) to acquire a farm; or
 - (b) to acquire additional land as an adjunct to a farm at present owned by an applicant; or
 - (c) to discharge an existing mortgage or other encumbrance over a property owned by an applicant; or
 - (d) to effect permanent improvements on a property owned by an applicantshall be in the forms prescribed in the Tenth and Eleventh Schedules hereto.
2. Any report furnished by a valuer regarding an application for an advance under Part III. of the Act shall be and remain the property of the Commission and shall be in the form or to the effect of that prescribed in the Twelfth Schedule hereto.
3. Any mortgage taken as security for an advance made pursuant to Part III. of the Act shall be in the form or to the effect of that prescribed in the Thirteenth Schedule hereto.
4. Where an applicant is required to give a collateral security for repayment of any advance made under Part III. of the Act, such collateral security may be in the form or to the effect of any of the securities prescribed to be given for advances made under the provisions of Part IV. of the Act.
5. The discharge of any mortgage on land, which has been registered at the Office of Titles in connexion with any advance granted by the Commission pursuant to Part III. of the Act shall be in the form or to the effect of that prescribed in the Fourteenth Schedule hereto.
6. Application for the consent of the Commission to the transfer of land, in respect of which a loan has been made under the provisions of Part III. of the Act shall be in the form prescribed in the Fifteenth Schedule hereto, and the consent of the Commission to such transfer shall be in the form or to the effect of that prescribed in the Sixteenth Schedule hereto.
7. Application for the consent of the Commission to the mortgage of land in respect of which a loan has been made under Part III. of the Act shall be in the form prescribed in the Seventeenth Schedule hereto, and the consent of the Commission to such mortgage shall be in the form or to the effect of that prescribed in the Eighteenth Schedule hereto.

8. Application for the consent of the Commission to sub-let land in respect of which a loan has been made under Part III. of the Act shall be in the form prescribed in the Nineteenth Schedule hereto, and the consent of the Commission to such sub-letting shall be in the form or to the effect of that prescribed in the Twentieth Schedule hereto, and shall be conditional on the sub-lessee complying with the residence condition and any other applicable conditions to the Commission's satisfaction.

9. Application for the consent of the Commission to share-farm land in respect of which a loan has been made under Part III. of the Act shall be in the form prescribed in the Twenty-first Schedule hereto, and the consent of the Commission to such share-farming shall be in the form or to the effect of that prescribed in the Twenty-second Schedule hereto.

10. In any case where the Commission has under the provisions of section 53 of the Act varied the terms of a mortgage, the indorsement on the mortgage of such variation shall be in the form or to the effect of that prescribed in the Twenty-third Schedule hereto.

11. (a) Any amounts paid by any mortgagor under Part III. of the Act and placed to the credit of the "Mortgagor's Credit Account," pursuant to section 56 of the Act, shall be credited with interest at the same rate per centum per annum as is payable by the mortgagor under the mortgage, and shall be calculated as from the first day of the month immediately succeeding the payment of such amount, and such interest shall be calculated annually as on a date to be determined by the Commission.

(b) Any mortgagor under Part III. of the Act may make payment in advance up to the amount of one year's instalments, and any amounts so paid in advance shall be credited with interest at the same rate per centum per annum as is paid by the mortgagor under the mortgage. The interest to be credited shall be calculated from the first day of the month immediately succeeding such payment to the due date of such instalment.

Advances Under Part IV.

12. Every application for an advance pursuant to the provisions of Part IV. of the Act shall be in the form prescribed in the Twenty-fourth Schedule hereto.

13. Any report furnished by an officer regarding an application for an advance under Part IV. of the Act shall be and remain the property of the Commission.

14. No advances shall be made under Part IV. of the Act unless and until the applicant has signed the security or securities as required by the Commission.

15. A preferable lien on crops required to be given by any person who obtains an advance under the Act shall be in the form of the Schedule of the *Instruments Act* 1928 with the modifications in the form or to the effect of those prescribed in the Twenty-fifth Schedule hereto, and with such other alterations and additions as may be necessary when the lien is taken over an extended period.

16. The request for the entry of satisfaction in connexion with any such preferable lien on crops shall be in the form or to the effect of that prescribed in the Twenty-sixth Schedule hereto.

17. An Agreement to let and hire required to be given by any person who obtains an advance under the Act shall be in the form or to the effect of that prescribed in the Twenty-seventh Schedule hereto.

18. A Bill of Sale required to be given by any person who obtains an advance under the Act shall be in the form or to the effect of that prescribed in the Twenty-eighth Schedule hereto.

19. The request for the entry of satisfaction in connexion with any such Bill of Sale shall be in the form or to the effect of that prescribed in the Twenty-ninth Schedule hereto.

20. A Stock Mortgage required to be given by any person who obtains an advance under the Act shall be in the form or to the effect of that prescribed in the Thirtieth Schedule hereto.

21. The discharge of any Stock Mortgage given as security for an advance under the Act and which has been registered at the Office of Titles shall be in the form or to the effect of that prescribed in the Thirty-first Schedule hereto.

22. A lien on wool required to be given by any person who obtains an advance under the Act shall be in the form or to the effect of that prescribed in the Thirty-second Schedule hereto.

23. The request for the entry of satisfaction in connexion with any such lien on wool shall be in the form or to the effect of that prescribed in the Thirty-third Schedule hereto.

24. An assignment of proceeds of the sale of certain produce of a farm required to be given by any person who obtains an advance under the Act shall be in the form or to the effect of that prescribed in the Thirty-fourth Schedule hereto.

25. Any mortgage (freehold or leasehold) required to be given by any person (other than a settler under interim lease or purchase lease) who receives an advance under Part IV. of the Act shall be in the form or to the effect of that prescribed in the Thirty-fifth Schedule hereto.

26. The discharge of any mortgage on land, which has been registered at the Office of Titles in connexion with any advance granted by the Commission pursuant to Part IV. of the Act, shall be in the form or to the effect of that prescribed in the Fourteenth Schedule hereto.

27. Any consent required to be given by a mortgagee or other encumbrancer of a purchase lease to the making of an advance for permanent improvements and to the Commission's mortgage as security for such advance taking priority over an existing mortgage or other encumbrance shall be in the form or to the effect of that prescribed in the Thirty-sixth Schedule hereto.

CHAPTER VI.

Insurance.

In these Regulations and in all policies and instruments purporting to be made or executed thereunder and if not inconsistent with the context—

“Commission” means the Soldier Settlement Commission.

“Policy” means any contract of insurance made pursuant to and in accordance with the Act.

“Premium” means the periodical or other payment for any policy.

“Proposer” means the holder of an interim or purchase lease or other lessee of an allotment or other area of land acquired or set apart for soldier settlement or a purchaser under Contract of Sale of any land sold by the Governor in Council or by the Commission pursuant to the Act or any person by whom any advance made pursuant to the Act is owing to the Commission and secured by mortgage of any farm.

1. Every proposal required by the Commission for the insurance of any buildings against loss or damage by fire and/or storm and tempest and of any fences against loss or damage by fire shall be in the form or to the effect of that prescribed in the Thirty-seventh Schedule hereto.

2. The report to be furnished on all buildings and/or fences proposed to be insured by any proposer shall be in the form or to the effect of that contained in the Thirty-eighth Schedule hereto.

3. The Commission shall consider every proposal for insurance made in the prescribed form and after enquiry as to the character and nature of the risk, determine whether the risk shall be accepted or rejected and if accepted shall determine the amount for which such buildings and/or fences shall be insured pursuant to and in accordance with the Act.

4. If the Commission rejects a proposal or decides to accept a proposal in part only it shall forthwith notify the proposer of its decision. A proposer shall be deemed to be notified under this clause if a memorandum of the Commission's decision is forwarded to him by post in a prepaid letter addressed to him at the address shown in his proposal. If the proposal is accepted in whole or part the memorandum of acceptance shall be in the form or to the effect of that prescribed in the Thirty-ninth Schedule hereto.

5. The premiums chargeable by the Commission in connexion with contracts of insurance entered into pursuant to and in accordance with the Act shall be in accordance with the rates contained in the Fortieth Schedule hereto, and the Commission shall determine to which class (according to the nature of the risk) any buildings and/or fences to be insured belong.

6. Where a proposal for insurance in the prescribed form is made by a proposer, the Commission, pending acceptance of such proposal, may issue to such proposer a cover note in the form or to the effect of that prescribed in the Forty-first Schedule hereto.

7. Every policy issued to a proposer by the Commission shall be in the form or to the effect of that prescribed in the Forty-second Schedule hereto, and shall contain the provisions terms and conditions therein prescribed.

CHAPTER VII.

REMOVAL OF UNAUTHORIZED OCCUPIERS OF CROWN LAND.

Every warrant required to be issued pursuant to sub-section (3) of section 25 of the *Soldier Settlement Act 1945* to dispossess an unauthorized occupier of Crown land shall be in the form of that prescribed in the Forty-third Schedule hereto.

CHAPTER VIII.

Fees.

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

| | £ | s. | d. |
|---|---|----|----|
| For the consent or duplicate consent of the Commission to transfer or mortgage a Settlement Purchase Lease .. | 0 | 10 | 0 |
| For the consent or duplicate consent of the Commission to sub-let or share-farm land comprised in a Settlement Purchase Lease .. | 0 | 10 | 0 |
| For the consent or duplicate consent of the Commission to transfer, mortgage, sub-let or share-farm land in respect of which an advance has been made under Part III. of the Act .. | 0 | 10 | 0 |
| For registration of transfer of interest in land sold in accordance with the Act .. | 0 | 10 | 0 |
| For issue of treasurer's receipt .. | 1 | 10 | 0 |
| For preparation of a Crown grant where the purchase money does not exceed Five pounds .. | 1 | 0 | 0 |
| For preparation of a Crown grant of land not exceeding in extent 50 acres .. | 1 | 10 | 0 |
| For preparation of a Crown grant of land exceeding in extent 50 acres .. | 2 | 0 | 0 |
| For certificate to replace lost fees receipt .. | 0 | 5 | 0 |
| For certificate of correction of grant or lease except where the correction is necessary owing to a Commission error .. | 0 | 5 | 0 |
| For searches before issue of grant where registered lease is lost .. | 0 | 10 | 0 |
| For preparation of securities (except where the person giving the security is a discharged soldier within the meaning of the Act) as follows:— | | | |
| Leasehold mortgage .. | 0 | 10 | 6 |
| Stock mortgage .. | 0 | 10 | 6 |
| Lien on crop .. | 0 | 5 | 0 |
| Lien on wool .. | 0 | 5 | 0 |
| Hire purchase agreement .. | 0 | 5 | 0 |
| Bill of Sale .. | 0 | 10 | 6 |

FIRST SCHEDULE.

OFFER OF PROPERTY.

The Secretary,
Soldier Settlement Commission,
Public Offices,
Melbourne.

I desire to place my land, including all improvements thereon and appurtenances thereto, under offer to the Soldier Settlement Commission for purchase under the provisions of the Soldier Settlement Acts.

(Owner)

(Address)

(Date)

PARTICULARS OF THE LAND REFERRED TO ABOVE.

| | | |
|--|------------|------------------|
| Allotments | Section | |
| Parish | | |
| Area | | |
| Nature of Title | | |
| <i>(Volume and Folio must be supplied)</i> | | |
| Price per acre | | |
| <i>(including improvements)</i> | | |
| Situation of Property | miles from | Railway Station. |
| Nature of Country | | |
| <i>(whether level, undulating or hilly)</i> | | |
| Description of soil | | |
| Area uncleared and nature and extent of timber thereon | | |
| Area that has been cultivated in recent years | | |
| Nature of crops and average yield per acre | | |
| Total area that can be cultivated | | |
| What is land chiefly adapted for? | | |
| If grazing, carrying capacity per acre | | |
| Average number of stock carried for | | |
| past three years—(a) Sheep | | (b) Cattle |
| Area sown to artificial pastures | | |
| Is access obtained by public road or other means? If by road state whether condition is good or bad | | |
| How is water supplied for stock and domestic purposes? | | |
| Description of buildings on property | | |
| Fencing—nature and quantity | | |
| If land is situated within an Irrigation District give water right in acre-feet, also area commanded and suitable for irrigation:— | | |

SECOND SCHEDULE.

Soldier Settlement Acts.

REPORT ON PROPERTY.

| | |
|---|--------------------------|
| Registered Proprietor | |
| Address | |
| Allotments | Section |
| Parish | Area |
| Date of Inspection | Average Rainfall inches |
| Situation of Property | miles from |
| Railway Station | miles from (Market town) |
| Does the owner reside and work the property? If not, who is working same and under what arrangements? | |
| State approximate acreage of level, undulating or hilly land .. | |
| State nature of access provided and whether the road surface is good, bad or indifferent | |
| Area uncleared and nature and extent of timber thereon. Estimated cost of clearing for purpose for which land is best adapted. What commercial value, if any, has timber? | |
| How is water obtained for stock and domestic purposes? If property is subdivided for settlement, how would water supply be obtained? If by bore, state estimated depth and quality of water. | |
| Is any of the land subject to flooding? If so, to what extent? .. | |

SECOND SCHEDULE—continued.

| | |
|--|--|
| Is there any visible evidence of erosion? If so, state nature and extent thereof and if any action has been initiated to combat same | |
| State (a) character of soil and approximate depth .. (b) nature of sub-soil .. | |
| For what purpose is the property— (a) being used at present? .. (b) best adapted? .. | |
| What is carrying capacity at present? (a) sheep (b) cattle | |
| To what extent can this be improved by topdressing and cleaning up? | |
| State area and type of— (a) artificial pastures (b) natural pasture | |
| What area has been regularly top-dressed? | |
| To what extent is land infested by— (a) vermin? (b) noxious weeds? | |
| What area is suitable for cultivation—(a) at present? (b) after clearing? | |
| What area is under cultivation now? State type and condition of crops. | |
| State approximate number, type and condition of stock on property at present | |
| Is land suitable for sub-division? If so, state approximate area necessary to constitute a living area .. | |
| State any disabilities which in your opinion require to be overcome before the property could be successfully subdivided for settlement .. | |

ADDITIONAL INFORMATION TO BE GIVEN IF PROPERTY IS SITUATED IN AN IRRIGATION DISTRICT.

| | |
|---|--|
| State water right in acre-feet, also area commanded and suitable for irrigation | |
| Is any part of the property affected by salt or seepage? | |
| If land is to be subdivided for settlement, would existing drainage facilities suffice? | |

VALUATION.

LAND

| | |
|---------------------------------|---------------|
|Acres at £.....per acre .. | £..... |
|Acres at £....." .. | £..... |
|Acres at £....." .. | £..... |
|Acres at £....." .. | £..... |
| | <u>£.....</u> |

IMPROVEMENTS.

Description and construction to be given.

| | |
|----------------------------|---------------|
| House..... | £..... |
| Outbuildings { | £..... |
| Water Supply | £..... |
| Fencing { | £..... |
| Other Improvements { | £..... |
| | <u>£.....</u> |

TOTAL VALUATION.

| | | |
|----------------------|--------|------------------|
| Land | £..... | |
| Improvements | £..... | |
| Total | £..... | = £.....per acre |

GENERAL REPORT ON LAND AND RECOMMENDATION.

Valuer

Date

NOTE.—(1) The reports and valuations must be accompanied with a proper sketch plan (which may be on the back of this form) showing values of various portions of the land, situation of timber, streams, channels (water supply and drainage), bores, windmills, position of buildings, subdivisional fencing, made roads, areas suitable for cultivation and artificial pastures.

(2) Each question must be answered properly—a dash will not suffice.

SKETCH PLAN.

THIRD SCHEDULE.

Soldier Settlement Acts.

CLAIM FOR COMPENSATION.

To be filled up and signed by owners, lessees of, and persons interested in Land acquired for the purposes of the Soldier Settlement Acts.

BRIEF DESCRIPTION OF LAND ACQUIRED.

| Names, Occupations, and Postal Addresses of Parties Claiming. | Nature of Interest. State whether Tenant in Fee, in Tail for Life, or Otherwise, and whether Subject to any and what Mortgage, and if any Lease granted. | Area in Respect of which Claim is Made. | Particulars of Claim. | Date and Other Short Particulars of Documents of Title—e.g., Volume and Folio of Certificate of Title, Book and Number of Memorials, &c. | Names of Persons having the Custody of Documents of Title or Places where the Same may be Inspected. |
|---|--|---|-----------------------|--|--|
| | | Acres. | £ | | |

Signed at this day of 19

(Signature)

To the Secretary, Soldier Settlement Commission,
Public Offices, Treasury Gardens, Melbourne, C.2.

FOURTH SCHEDULE.

TEMPORARY LEASE.

UNDER THE SOLDIER SETTLEMENT ACTS.

AN AGREEMENT made the day of
One thousand nine hundred and BETWEEN
the SOLDIER SETTLEMENT COMMISSION (hereinafter called "the
Commission" which expression shall include its successors) of the one part
and

of
(hereinafter called "the lessee" of the other part) WHEREAS pending the grant of an Interim Lease pursuant to the Soldier Settlement Acts it is desired that the lessee shall enter into a temporary lease pursuant to Sections 9 and 17 of the *Soldier Settlement Act* 1946 as amended by Section 7 of the *Soldier Settlement Act* 1949 in respect of the land hereinafter described NOW THIS AGREEMENT WITNESSETH that in consideration of the rent hereinafter reserved and of the covenants conditions and provisions hereinafter contained and on the part of the lessee to be performed and observed the Commission DOTH HEREBY DEMISE AND LEASE unto the lessee ALL THAT piece of land

TO HOLD the said land unto the lessee for the term of one year from the day of 19 (hereinafter referred to as "the assistance period") YIELDING therefor unto the Commission the clear yearly rent of One hundred pounds Provided that pursuant to Clause 13 of the Agreement between the Commonwealth of Australia and The State of Victoria set out in the Schedule to the *Soldier Settlement Act* 1945 the lessee shall not during the assistance period be required to pay such rent

AND THE LESSEE DOTH HEREBY COVENANT WITH THE COMMISSION

To pay to the Commission in manner as directed by the Commission any arrears heretofore owing by the Lessee for rent or other charges in respect of the premises hereby demised

To pay to the Commission if this lease shall be extended as hereinafter provided beyond the assistance period the rental hereinafter provided in respect of any such extension upon the day and times to be appointed clear of all deductions

To pay all rates taxes assessments duties impositions and outgoings whatever imposed or charged upon the said land or upon the owner or occupier in respect thereof or payable by either in respect thereof

At all times to comply with the requirements of the Vermin and Noxious Weeds Acts or any statutory modification or re-enactment thereof for the time being in force and of all regulations made thereunder

At all times to maintain and keep in good order and repair all buildings fences and other permanent improvements for the time being situated on the said land (fair wear and tear and damage by fire storm or tempest excepted) and not to destroy pull down or remove them or any part of them without the consent in writing of the Commission first had and obtained

Not without the consent of the Commission first had and obtained to cut down or destroy or permit any person to cut down or destroy any trees on the land and to preserve and maintain the trees hedges and shrubs in any plantation thereon

Unless otherwise permitted by the Commission to reside personally on the said land during the whole of the term of the lease so as to allow of his personally working the said land

To cultivate till and manage all such parts of the said land as shall from time to time be under cultivation in a proper and husbandlike manner according to the most approved system of farming in the district and not to impoverish or waste the same

To properly protect his interests by effecting adequate insurance on live stock and crops

Not without the consent of the Commission first had and obtained to transfer assign or sublet the lease to any other person or mortgage pledge or dispose of in any way the lessee's interest thereunder or to enter into any share-farming agreement in relation to the land

To permit the Commission or its agents at all reasonable times to enter upon the land and premises and to inspect the condition thereof and to permit the Commission or its workmen to enter upon the property at any time for survey or developmental purposes in connexion with soldier settlement

To give to the Commission all reasonable access to such buildings fixtures or other improvements on the said land so as to permit the proper and efficient working of the Estate or other holdings

Not to exceed in numbers the stock to be carried on the said land as determined from time to time by the Commission and to advise the Commission of the intention of the lessee to bring stock on to the said land at any time either under purchase or agistment

To carry out such work as may be required by the Commission to further develop or improve the land during the assistance period

To account as required by the Commission for the net proceeds received and obtained from the said land during the assistance period in accordance with Clause 14 of the Agreement between The Commonwealth of Australia and The State of Victoria set out in the Schedule to the *Soldier Settlement Act 1945*

IT IS HEREBY AGREED between the parties hereto

- (a) That if any rent or any part thereof payable in respect of any extension hereof as hereinafter provided shall at any time be in arrear for thirty days (whether formally demanded or not) or if the lessee shall become or be made bankrupt or shall make any assignment of his estate and effects for the benefit of his creditors or if the lessee incur any liability which in the opinion of the Commission he has no reasonable prospects of meeting or if any covenant or condition on the lessee's part herein contained shall not be performed or observed then and in any of the said cases the Commission may by any agent or officer authorized by it in that behalf re-enter upon the land or any part thereof in the name of the whole and thereupon this demise shall absolutely determine and this lease shall be forfeited but without prejudice to any right of action of the Commission in respect of any antecedent breach of the lessee's covenants herein contained
- (b) That the demand for or acceptance of any rent due in respect of any extension hereof as hereinafter provided by or on behalf of the Commission subsequently to a breach of any covenant or condition of these presents (whether such rent shall have become due before or after such breach) shall not be deemed a waiver of such breach notwithstanding that the Commission or the persons receiving such rent had knowledge of such breach
- (c) In the event of the lessee desiring to terminate this lease prior to the expiration thereof the Commission may terminate same on one month's notice being given in writing by the lessee subject to rental (if any) being paid in full to the date termination of the lease is desired

- (d) In the event of the valuation of the said land for settlement interim purposes not being determined by the day of 195 the Commission agrees that the lessee shall be permitted to remain in occupation of the said land subject to the compliance with the covenants and conditions hereof for a further period from the day of 195 until such time as the settlement interim lease may be granted provided that the lessee shall pay to the Commission a rental equal to £2 per centum of the cost of the said land and all improvements thereon as effected by the Commission at the end of the assistance period plus £2 per centum of the cost of all improvements from time to time completed by the Commission on the said land during the said further period (the books of the Commission shall be conclusive evidence of such costs) but the Commission reserves the right to reduce such rental at its discretion
- (e) If the Commission desires to grant to the lessee a Settlement Interim Lease of the said land during the currency of this lease or any extension thereof and the lessee refuses to enter into such interim lease this Agreement shall be determined at the expiration of at least one month's notice in writing by the Commission provided that the lessee subject to the compliance by him of the covenants conditions and provisions hereof shall be paid for any improvements which he may have carried out on the said land at his own expense at a valuation to be determined by the Commission less any amount or amounts owing to the Commission by the lessee for any purpose whatsoever
- (f) That any notice given to the lessee pursuant to this lease may be served upon the lessee either personally or by sending the same through the post in a prepaid registered letter to the lessee at the demised premises

SIGNED by the said }
in the presence of }

Signed for and on behalf of the
SOLDIER SETTLEMENT COMMISSION }

Secretary.

| | | | | | | | |
|-------|----|----------------------------------|------|--|-----|--------|----------------------------------|
| Dated | 19 | SOLDIER SETTLEMENT COMMISSION | with | TEMPORARY LEASE Under the Soldier Settlement Acts | LOT | ESTATE | SOLDIER SETTLEMENT COMMISSION |
|-------|----|----------------------------------|------|--|-----|--------|----------------------------------|

FIFTH SCHEDULE.

Reference No.

SOLDIER SETTLEMENT COMMISSION,
VICTORIA.

APPLICATION FOR CLASSIFICATION AS TO ELIGIBILITY AND
SUITABILITY TO APPLY FOR WAR SERVICE LAND SETTLEMENT.

I, _____
(Christian Names in full.) (Surname in BLOCK LETTERS.)
of _____
(Full Postal Address.)

Hereby Make Application for classification as to my eligibility and suitability to apply for land settlement in Victoria under the provisions of the War Service Land Settlement Agreement.

Signature

Please notify any future change of address.

Date / /19

PARTICULARS OF WAR SERVICE.

Regimental No. Rank on Discharge Branch of Service
 Date of Enlistment Place of Enlistment Date of Discharge
 Place of Discharge Discharge No.
 State reason for discharge
 State particulars of war disability (if any)
 State amount of pension (if any)

PERSONAL PARTICULARS.

| | |
|--|-----|
| 1. (a) What is your usual business town? | (a) |
| (b) State name of Borough or Shire in which you reside | (b) |
| 2. State (a) Date of birth | (a) |
| (b) Place of birth | (b) |
| (c) Married or single | (c) |
| (d) If married, state number of children, ages, and sex | (d) |
| 3. (a) What is your present employment? | (a) |
| (b) State name and address of employer | (b) |
| (c) State period in such employment | (c) |
| 4. Give details of occupation immediately prior to enlistment and state name and address of employer. If self-employed, give details and address of business | |
| 5. Give particulars of— | |
| (a) any trade qualifications .. | (a) |
| (b) any occupation other than farming in which you have been engaged | (b) |
| 6. State educational qualifications. (Merit, Intermediate, Leaving Certificates, Diplomas, &c.) | |
| 7. Furnish full details of any experience as a contract worker (clearing, tractor-plowing, fencing, &c.) | |
| 8. The Agreement between the Commonwealth and State Governments provides that land shall be developed and improved to a stage where it can be brought into production within a reasonable time having regard to the type of production proposed. Would you be prepared to accept employment with the Commission in carrying out this developmental work? | |
| 9. Give following particulars of farming experience— | |
| (a) Types of farming in which you have engaged (e.g., Wheat, Sheep, Dairy, Fruit, &c.) (State whether on irrigable or non-irrigable holding) | (a) |
| (b) Localities in which you farmed | (b) |
| (c) Periods engaged in such farming | (c) |
| 10. If you were farming on your own account, state whether as owner, sharefarmer, lessee, or contract worker. If sharefarmer, lessee, or contract worker, give name and address of land-owner or employer | |
| 11. Furnish the names and addresses of two reputable referees who can testify to your previous experience | |
| 12. State type or types of farms for which you desire to apply under Land Settlement scheme provided you are considered eligible and suitable (Wheat, Grazing, Dairy, &c.). State district you prefer for settlement and whether on an irrigable or non-irrigable holding | |

PERSONAL PARTICULARS—*continued.*

| | |
|--|--|
| 13. If not previously engaged in farm work, have you any war disability which prevents you from engaging in your usual occupation but which will not restrict you in farming operations? | |
| 14. Have you applied to Repatriation Commission or Soldier Settlement Commission for any loan or assistance for re-establishment? | |
| 15. Are you the owner of any farm lands? If so give details— (a) Particulars of land .. (b) Value .. (c) Details of any encumbrances thereon | (a) Allot. Sec. Parish (b) (c) |
| 16. Are you the owner of any property other than farming land? Give details— (a) Particulars of land .. (b) Value .. (c) Details of any encumbrances thereon | (a) Allot. Sec. Parish (b) (c) |
| 17. Have you any beneficial interest in any estate? If so, give details | (a) Realty (b) Personalty |
| 18. State value of other assets .. | (a) Stock (b) Plant (c) Cash or its equivalent f |

DECLARATION.

I, _____, the applicant herein, do solemnly and sincerely declare that the several answers to questions and the statements made in this application are true and correct in every particular and disclose full details of my financial position.

And I make this solemn declaration 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 of Victoria this
day of

19 . }

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

The Secretary,
Soldier Settlement Commission,
Melbourne, C.2.

SIXTH SCHEDULE.

Reference No.

SOLDIER SETTLEMENT COMMISSION OF VICTORIA.

REFEREE'S REPORT.

(Which is to be regarded as confidential.)

Re
or

| | |
|--|--|
| 1. (a) How long have you known the above-named applicant? .. (b) Is he industrious and of good character? .. | |
| 2. Please state (if known to you): (a) His occupation prior to enlistment .. (b) Name and address of employer .. | |
| 3. What experience has he had, to your knowledge, in farming? .. (a) Number of years .. (b) District .. (c) Types of farming .. | |

REFEREE'S REPORT—*continued.*

| | |
|---|--|
| 4. Did he gain his experience as a farm owner, share-farmer, tenant-farmer, farm manager, farm overseer, farm labourer, or whilst assisting on a relative's farm? | |
| 5. Do you consider he has had sufficient experience and has the ability to enable him to successfully undertake farming on his own account? If the answer is in the affirmative, please state type of farming for which applicant is best suited. .. | |
| 6. If not, do you consider he would make a successful farmer with further training? | |
| 7. Have you any other comments to make which would assist the Commission in dealing with his application? | |

Signature of Referee

Address

Date / /19

SEVENTH SCHEDULE.

SOLDIER SETTLEMENT COMMISSION,

STATE PUBLIC OFFICES,

Melbourne, C.2,

19

(When replying please quote)

**CERTIFICATE OF ELIGIBILITY AND SUITABILITY TO APPLY FOR
LAND UNDER THE SOLDIER SETTLEMENT ACTS.**

Certificate No.

This is to certify that

of

has been classified as being eligible and qualified to apply for land under the Soldier Settlement Acts for the purpose of:—

The Land Settlement Agreement, which has been entered into by the Commonwealth and State Governments, provides, *inter alia*, that the number of eligible persons to be settled shall be determined primarily by opportunities for settlement and not by the number of applicants.

While this certificate, therefore, gives to the above-mentioned holder the right to apply for land under the Soldier Settlement Scheme (subject to the above-mentioned proviso, if any), it does not constitute a guarantee that he will be granted a block nor is it to be regarded as being in any way an obligation on the Government or on the Soldier Settlement Commission to allot him a property.

Secretary.

EIGHTH SCHEDULE.

APPLICATION FOR LAND UNDER SOLDIER SETTLEMENT ACTS.

NOTE.—Before an application for land under the Soldier Settlement Acts can be considered, an applicant is required to have made application for classification for settlement under the above Acts. If no such application has been made the necessary form may be obtained from the Soldier Settlement Commission, Public Offices, Treasury Gardens, Melbourne.

I,

(Christian Names in full.)

(Surname in BLOCK LETTERS.)

of

(Full postal address.)

hereby apply for a lease of one of the allotments described hereunder.

| Number in Priority of Choice. | Lot. | Parish. | Allotment. | Section. | Area. | Estate. |
|---|------|---------|------------|----------|-------|---------|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |

NOTE.—If the land available contains more than five lots you may extend your preference by means of a covering letter.

| QUESTION. | ANSWER. |
|---|---------|
| 1. Has your order of preference for the lots applied for been made after a personal inspection of the land? | |
| 2. What is your present occupation? | |
| 3. Are you married? If so, has your wife (or husband) had any experience in farm-work? Give particulars | |
| 4. Have you any family? If so, state the number and sex of your children now living with you, and their ages | |
| 5. 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 .. | |
| 6. What land does your wife (or husband) hold or have an interest in? Give particulars as above | |
| 7. Are you, or have you ever been bankrupt or insolvent, or has your estate ever been assigned for the benefit of your creditors? If so, give particulars | |
| 8. Is there any unsatisfied judgment entered up in any Court against you? If so, give particulars | |
| 9. Have you previously held land under the Closer Settlement Acts or Land Acts? If so, give particulars | |
| 10. In the event of your application being successful— (a) do you undertake, if required by the Commission, to carry out maintenance and developmental work on the Estate pending authority to occupy the holding which may be allotted to you? (b) are you prepared to reside on the holding and work it yourself when occupation is authorized? | |
| 11. Have you at any time ever applied for or received any loans from the Repatriation Commission, Soldier Settlement Commission, or any other Government Department? If so, state amount and for what purpose .. | |

STATEMENT OF YOUR ASSETS AND LIABILITIES.

| Liabilities. | £ | Assets. | £ |
|---|---|--|---|
| Amount owing on Loans and Mortgages— | | Value of Property or Land (including suburban or township property) .. | |
| Principal .. £ .. | | Cash on Hand or in Bank .. | |
| Interest .. £ .. | | War Gratuity .. | |
| Total | | Shares or Bonds .. | |
| Amount owing for Government Advances and Crown Rent | | Interest or Annuity in any Estate (give details) .. | |
| Amount owing for Land Tax, Shire and Water Rates | | Particulars of Stock— | |
| Repatriation Commission Loan | | Number. Value. | |
| Amount owing on Live Stock | | £ | |
| | | Sheep | |
| | | Dairy Cattle | |
| | | Other Cattle | |
| | | Horses | |
| | | Other Stock | |
| | | Total Value of Stock | |

STATEMENT OF YOUR ASSETS AND LIABILITIES—*continued*.

| <i>Liabilities.</i> | | <i>Assets.</i> | |
|--|---|---|--------|
| | £ | | £ |
| Amount owing on Plant/ Implements | | Value and Particulars of Plant and Implements (give details)— | |
| Amount owing for Fertilizers, Seed, &c. .. . | | Description. | Value. |
| Amount owing to other Creditors | | | £ |
| Contingent Liabilities— | | | |
| Endorsement of Promissory Notes .. . | | | |
| Guarantees given .. . | | | |
| | | Total Value of Plant and Implements .. . | |
| | | Value of Crops on Hand (give details) .. . | |
| | | | |
| | | Any other Assets .. . | |
| | £ | | £ |

Give particulars of wife's or husband's assets or income and liabilities, if any

DECLARATION.

I, _____, the applicant herein, do solemnly and sincerely declare that the several answers to questions and the statements made in this application are true and correct in every particular and disclose full details of my financial position.

And I make this solemn declaration 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 of Victoria this

day of

19

(Signature of Applicant.)

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

NINTH SCHEDULE.

Soldier Settlement Acts.

DECLARATION BY APPLICANT FOR AN ALLOTMENT UNDER THE SOLDIER SETTLEMENT ACTS.

I, _____, in the State of Victoria, do solemnly and sincerely declare that I am _____ years of age, married, and have _____ children of which _____ are under 14 years of age; boys over 14 years girls over 14 years.

I have had _____ experience farming.
I own _____ land; wife owns _____ land.
I have assets amounting to £ _____ shown in the statement made with my application.

My liabilities are £ _____
I am prepared to enter into residence on the allotment immediately an Interim Lease is issued to me, and to continue thenceforth to reside thereon, or in close proximity during the term of the Interim and Purchase Leases.

I know the conditions of the lease and will comply with them.
Have _____ local knowledge.
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 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.

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

(Sign here)

Commissioner for taking Declarations and Affidavits.

TENTH SCHEDULE.

FORM A.

Reference No.

The Soldier Settlement Commission of Victoria.

APPLICATION FOR AN ADVANCE PURSUANT TO PART III. OF THE
SOLDIER SETTLEMENT ACT 1946.

NOTE.—Before Application for an Advance under Part III. of the *Soldier Settlement Act 1946* may be considered an applicant is required to have made application for classification under the Soldier Settlement Acts and to have been classified in the appropriate class for settlement. (If no such application has been made, the necessary form may be obtained from the Soldier Settlement Commission, Public Offices, Treasury Gardens, Melbourne.)

Application may be made on this Form for an Advance for the following purposes ONLY—

- (a) To acquire a Farm.
- (b) To acquire additional land as an adjunct to a farm at present owned by applicant. (See Form B. herein.)
- (c) To discharge an existing mortgage or other encumbrance over a property owned by applicant.
- (d) To effect permanent improvements on a property owned by applicant.

I,

(Christian names, in full.)

(Surname, in Block Letters.)

of

(Full postal address.)

being a discharged soldier classified in the appropriate class as suitable for settlement in accordance with the Soldier Settlement Acts HEREBY APPLY for an advance of £ for the purposes set out hereunder—

£ : :

£ : :

£ : :

£ : :

Total Estimated Amount of Loan .. £ : :

In consideration of any loan that may be made I undertake to give such security as the Commission may require, to execute such documents as the said Commission may deem necessary and to repay such loan by instalments as the Commission may determine together with interest on such loan, from the date the said loan is made available to the date of repayment. I also am fully aware that no advance shall be made until the Commission is satisfied with and has accepted the Title to the property which is the subject of this application and accepts from me an Instrument or Deed of Mortgage as security for such advance.

Signature

Date / /19

PARTICULARS OF PROPERTY FOR WHICH APPLICATION FOR LOAN
IS MADE.

1. Description of property.

| Allotment Number. | Section. | Parish. | Area. | Your Estimated Value per Acre. |
|-------------------|----------|---------|--------------|--------------------------------|
| | | | ac. rd. per. | £ : : |
| | | | ac. rd. per. | £ : : |
| | | | ac. rd. per. | £ : : |
| | | | ac. rd. per. | £ : : |
| | | | ac. rd. per. | £ : : |
| | | | ac. rd. per. | £ : : |

| | |
|---|------------------|
| 2. State whether you are the registered owner or a purchaser under Contract of Sale. | |
| 3. If you are the registered owner of the land or purchasing under Contract of Sale, state— | |
| (a) When purchased .. | (a) |
| (b) Name of Vendor .. | (b) |
| (c) Purchase Price .. | (c) |
| (d) Details of Title .. | (d) Vol. Fol. |
| (e) Who holds same .. | (e) |
| (f) Particulars of amounts owing (if any) | (f) |
| (g) Names and addresses of any holders of mortgages, charges, or encumbrances | (g) |
| 4. If purchaser under Contract of Sale, state— | |
| (a) Name of Vendor .. | (a) |
| (b) Particulars of Title .. | (b) Volume Folio |
| (Copy of Contract of Sale is to be submitted with this application.) | |

5. SCHEDULE OF IMPROVEMENTS ON THE ABOVE LAND AND THEIR ESTIMATED VALUES.

(Where applicable attach rough sketch showing fences and buildings.)

| <i>Nature of Improvements.</i> | <i>Value.</i> |
|-------------------------------------|---------------|
| House constructed of | £ |
| Sheds | £ |
| Tanks, Dams, or Bores | £ |
| Fencing | £ |
| Clearing, Ringbarking, Scrubbing | £ |
| Orchard | £ |
| Other Improvements (to be detailed) | £ |
| Total | £ |

6. PARTICULARS OF INSURANCES EFFECTED ON IMPROVEMENTS.

| Improvements Insured. | Name of Company. | Amount. |
|-----------------------|------------------|---------|
| | | |
| | | |

7. Situation of property:—

- (a) What is the name of the nearest town and distance by road from the farm?
- (b) What is the name of the nearest railway station or siding and distance by road from the farm?
- (c) State on which days you receive your mail
- (d) Quote telephone number, if any

(a)

(b)

(c)

(d)

8. For what type of farming do you propose to use the property?

9. If applicable state what stock the land is capable of carrying through average years if used only for grazing? Quote number of grown sheep and/or cattle thereon at present?

10. What area is—

- (a) cleared and suitable for cultivation (a) acres.
- (b) cultivated at present (give details of crops) (b) acres of
- (c) to be cultivated within next six months (give details of crop to be sown) (c) acres of
- (d) cleared but unsuitable for cultivation (d) acres.
- (e) under orchard (e) acres.
- (f) under grass—(i) sown down (f) (i) acres.
- (f) (ii) native (f) (ii) acres.
- (g) uncleared, dry timber, or green timber (g) ac. uncleared ac. dry timber ac. green timber.

| | | | | | | | | | | | | | |
|--|---|-----------------|---------|------------------------|---------|------------------------|---------|------------------|---------|----------------------------------|---------|---------|--|
| 11. If you were in occupation of the property during the past twelve months, state— | (a) | | | | | | | | | | | | |
| (a) what your gross income from the property was during that period | | | | | | | | | | | | | |
| (b) state source of such income such as area under crop, number of stock carried, &c. | (b) | | | | | | | | | | | | |
| (c) if the returns were less than average, state reasons | (c) | | | | | | | | | | | | |
| (d) if leased for any period during the last five years, give full particulars, including rental | (d) | | | | | | | | | | | | |
| 12. Have you any other means of income? If so, state source and amount. | | | | | | | | | | | | | |
| 13. Do you propose to personally work the land for which this advance is required? | | | | | | | | | | | | | |
| Will you reside on the property? | | | | | | | | | | | | | |
| If you do not intend to reside on the property, where will you reside and what distance will your residence be from the property? | | | | | | | | | | | | | |
| 14. If water supply for irrigation is available, give details of purposes for which it is used or proposed to be used. What is the water right? | | | | | | | | | | | | | |
| 15. Are you, or have you ever been bankrupt or insolvent or has your estate ever been assigned for the benefit of your creditors? If so, give particulars? | | | | | | | | | | | | | |
| 16. Is there any unsatisfied judgment entered up in any Court against you? If so, give particulars. | | | | | | | | | | | | | |
| 17. Have you at any time applied for or received any loans from the Repatriation or Soldier Settlement Commissions or any other Government Department? If so, state amount and for what purpose. | | | | | | | | | | | | | |
| 18. On what date after your discharge did you commence or resume (or do you intend commencing or resuming) working in the agricultural occupation which is the subject of this application? | | | | | | | | | | | | | |
| 19. Give details of all stock owned by you and the value of same. | <table border="1"> <tr><td>Number of Sheep</td><td>Value £</td></tr> <tr><td>Number of Dairy Cattle</td><td>Value £</td></tr> <tr><td>Number of other Cattle</td><td>Value £</td></tr> <tr><td>Number of Horses</td><td>Value £</td></tr> <tr><td>Number of other Stock, Pigs, &c.</td><td>Value £</td></tr> <tr><td colspan="2">Total £</td></tr> </table> | Number of Sheep | Value £ | Number of Dairy Cattle | Value £ | Number of other Cattle | Value £ | Number of Horses | Value £ | Number of other Stock, Pigs, &c. | Value £ | Total £ | |
| Number of Sheep | Value £ | | | | | | | | | | | | |
| Number of Dairy Cattle | Value £ | | | | | | | | | | | | |
| Number of other Cattle | Value £ | | | | | | | | | | | | |
| Number of Horses | Value £ | | | | | | | | | | | | |
| Number of other Stock, Pigs, &c. | Value £ | | | | | | | | | | | | |
| Total £ | | | | | | | | | | | | | |
| 20. Give details of all plant and implements owned by you and the value of same. | <table border="1"> <tr><td>Value £</td></tr> <tr><td>Value £</td></tr> <tr><td>Value £</td></tr> <tr><td>Value £</td></tr> <tr><td>Total £</td></tr> </table> | Value £ | Value £ | Value £ | Value £ | Total £ | | | | | | | |
| Value £ | | | | | | | | | | | | | |
| Value £ | | | | | | | | | | | | | |
| Value £ | | | | | | | | | | | | | |
| Value £ | | | | | | | | | | | | | |
| Total £ | | | | | | | | | | | | | |
| 21. Give details of any moneys owing on such stock and of any mortgages, charges, or encumbrances over same. | | | | | | | | | | | | | |
| 22. Give details of any moneys owing on such plant and of any mortgages, charges, or encumbrances over same. | | | | | | | | | | | | | |

STATEMENT OF YOUR ASSETS AND LIABILITIES.

| Liabilities. | Assets. |
|---|---|
| £ | £ |
| Amount owing on Loans and Mortgages .. | Value of Property or Land .. |
| Interest due and owing on Loans and Mortgages .. | Total Value of Stock as per Question 19 .. |
| Amount owing for Government Advances .. | Total Value of Plant and Implements as per Question 20 .. |
| Amount owing for Wire-Netting Advances .. | Value of Crops on Hand (give details) .. |
| Amount owing for Crown Rents .. | Cash on Hand or in Bank .. |
| Amount owing for Land Tax, Shire and Water Rates .. | War Gratuity .. |
| Overdraft to Bank at .. | Shares or Bonds .. |
| Repatriation Commission Loan | Interest in any Estate (give details) .. |
| Amount owing on Stock as per Question 21 .. | Any other Assets .. |
| Amount owing on Plant/Implements as per Question 22 | |
| Amount owing for Fertilizers, Seed, &c. .. | |
| Amount owing for Sundries (Storekeeper, &c.) .. | |
| Contingent Liabilities— | |
| On Endorsement .. | |
| On Guarantees .. | |
| £ | £ |

Give details of any land owned by wife

Give particulars of any other assets or income of wife

DECLARATION.

I, the applicant herein, do solemnly and sincerely declare that the several answers to questions and the statements made in this application are true and correct in every particular and disclose full details of my financial position.

And I make this solemn declaration 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 of Victoria this
day of 19

(Signature of Applicant.)

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

ELEVENTH SCHEDULE.

FORM B.

Reference No.

OWNERS OF FARMS PURCHASING ADDITIONAL LAND.

This sheet is also to be completed when an advance applied for is for the purchase of ADDITIONAL LAND. The following information is required in respect of the farm property of which you are the present owner.

(Christian Names, in full.) (Surname in Block Letters.)
Particulars of Property at present owned by me—

| Allotment Number. | Section. | Parish. | Area. | Your Estimated Value per Acre. |
|-------------------|----------|---------|--------------|--------------------------------|
| .. | .. | .. | ac. rd. per. | £ : : |
| .. | .. | .. | ac. rd. per. | £ : : |
| .. | .. | .. | ac. rd. per. | £ : : |
| .. | .. | .. | ac. rd. per. | £ : : |

1. Are you the registered owner, purchaser under Contract of Sale, or beneficiary in an Estate?

2. If you are registered owner, state—

- (a) Particulars of Title ..
(b) Who holds same ..
(c) Particulars of amounts owing (if any) ..
(d) Names and addresses of any holders of mortgages, charges or encumbrances ..

- (a) Volume Folio
(b)
(c)
(d)

| | |
|---|--|
| <p>3. If purchaser under Contract of Sale, state— (a) Name of Vendor .. (b) Particulars of Title .. (Copy of Contract of Sale is to be submitted with this application.)</p> | <p>(a) .. (b) Volume .. Folio ..</p> |
| <p>4. If you are beneficiary in an Estate, state</p> | <p>(a) Name of Deceased .. (b) Details of Estate .. (c) Particulars of your interest in such Estate ..</p> |
| <p>5. Situation of property at present owned by you— (a) What is the name of the nearest town and distance by road from the farm? (b) What is the name of the nearest railway station or siding and distance by road from the farm? (c) What is the distance of your present property from the additional property for which you require the advance? (d) State on which days you receive your mail (e) Quote telephone number, if any</p> | <p>(a) .. (b) .. (c) .. (d) .. (e) ..</p> |
| <p>6. For what type of farming is your present farm used?</p> | <p>..</p> |
| <p>7. If applicable, state what stock your present farm is capable of carrying through average years if used only for grazing? Quote number of grown sheep and/or cattle thereon at present?</p> | <p>..</p> |
| <p>8. What area of your present farm is— (a) cleared and/or suitable for cultivation (b) cultivated at present (give details of crops) (c) to be cultivated within next six months (give details of crop to be sown) (d) cleared but unsuitable for cultivation (e) under orchard (f) under grass— (i) sown down .. (ii) native (g) uncleared, dry timber, or green timber</p> | <p>(a) .. acres. (b) .. acres of (c) .. acres of (d) .. acres. (e) .. acres. (f) (i) .. acres. (ii) .. acres. (g) .. ac. uncleared .. ac. dry timber .. ac green timber.</p> |
| <p>9. If you were in occupation of this property during the past twelve months, state— (a) what your gross income from the property was during that period (b) state source of such income, such as area under crop, number of stock carried, &c. (c) if the returns were less than average, state reasons (d) if leased for any period during the last five years, give full particulars, including rental</p> | <p>(a) .. (b) .. (c) .. (d)</p> |
| <p>10. Are you residing on and working this property? If not, what are the present arrangements?</p> | <p>..</p> |
| <p>11. If water supply for irrigation is available, give details of purposes for which it is used or proposed to be used. What is the water right?</p> | <p>..</p> |

**SCHEDULE OF IMPROVEMENTS ON THE ABOVE LAND AND THEIR
ESTIMATED VALUES.**

(Where applicable attach rough sketch showing fences and buildings.)

| <i>Nature of Improvements.</i> | <i>Value.</i> |
|-------------------------------------|---------------|
| House constructed of | £ |
| Sheds | £ |
| Tanks, Dams, or Bores | £ |
| Fencing | £ |
| Clearing, Ringbarking, Scrubbing | £ |
| Orchard | £ |
| Other Improvements (to be detailed) | £ |
| | £ |
| Total | £ |

PARTICULARS OF INSURANCES EFFECTED ON IMPROVEMENTS.

| Improvements Insured. | Name of Company. | Amount. |
|-----------------------|------------------|---------|
| | | |
| | | |
| | | |
| | | |

DECLARATION.

I, _____, the applicant herein, do solemnly and sincerely declare that the several answers to questions and the statements made in this application are true and correct in every particular.

Signature of Applicant.

TWELFTH SCHEDULE.

SOLDIER SETTLEMENT COMMISSION OF VICTORIA.

Reference No.

VALUER'S REPORT.

Mr.

Re:

Address

The above-named person has applied for an advance under the provisions of Part III. of the *Soldier Settlement Act* 1946 for the purposes as detailed hereunder. Please furnish a report as soon as possible.

Secretary.

LANDS TO BE REPORTED UPON.

| Allotment Number. | Section. | Parish. | Area. |
|-------------------|----------|---------|-------------------------|
| | | |ac.....rd.....per. |
| | | |ac.....rd.....per. |

VALUER'S REPORT.

| | |
|---|-----|
| 1. Date of inspection | |
| 2. Distance of homestead from the nearest— | |
| (a) Post Town | (a) |
| (b) Railway Station or Siding | (b) |
| (c) School | (c) |
| (d) Market (outlet or factory) | (d) |
| for produce from security | |
| (e) Direction of property from Station. | (e) |
| 3. (a) For what purpose is the property used? | (a) |
| (b) For what purpose is it best suited? | (b) |
| (c) Is property level, undulating, or hilly? | (c) |

VALUER'S REPORT—*continued.*

| | |
|--|------------------------------------|
| 4. (a) What is the nature of the soil? | (a) |
| (b) For what crops is it best suited? | (b) |
| 5. (a) What crops are in at present? | (a) |
| State areas. | |
| (b) State areas of crops last season and yields (if applicant was in possession). | (b) |
| 6. What are prospects for next twelve months? | |
| 7. Does applicant fallow systematically? | |
| 8. (a) How is the property watered? | (a) |
| (b) Is the supply adequate? .. | (b) |
| 9. (a) What are (or were) the timbers growing on the property? | (a) |
| (b) Is the timber, if any at present on the property, suitable for milling or sale? | (b) |
| 10. Is the country sound and healthy for stock or cultivation? | |
| 11. What is the average carrying capacity of the property— | |
| (a) As now improved .. | (a) |
| (b) When fully improved? .. | (b) |
| 12. State nature of vermin or noxious weeds and conditions (if any) that should be imposed as to their eradication. | |
| 13. What is the average annual rainfall in this district? | |
| 14. Is the property completely and securely fenced? State class of fencing. | |
| 15. Is there a legal road of access to the property, and is it trafficable? | |
| 16. What is the condition of the improvements generally? | |
| 17. State what further structural improvements are required for efficient management— | |
| (a) Buildings .. | (a) |
| (b) Boundary and Subdivisional fencing. | (b) |
| (c) Water Supply .. | (c) |
| 18. Has the property been leased during the last 10 years? Give particulars, if available. | |
| 19. Is water available for irrigation, if so— | |
| (a) State source of supply and water rights (if any). | (a) |
| (b) Development under irrigation. | (b) |
| (c) Additional development (if any) proposed. | (c) |
| (d) Has irrigation adversely affected the condition of the soil? | (d) |
| 20. Can a living be made from the property— | |
| (a) In present state .. | (a) |
| (b) When fully improved .. | (b) |
| 21. What would be a fair rental value of the property in average seasons? | £ per annum. |
| 22. What is the estimated productive capacity of this property (if worked with average efficiency) giving acreages and estimated quantities? | (a) <i>As at Present Improved.</i> |
| | (b) <i>When Fully Improved.</i> |
| 23. Would the property sell readily at your valuation? | |

VALUER'S REPORT—*continued.*

| | (a) | (b) |
|---|-----|-----|
| 24. What character does the applicant bear? Is he industrious? | | |
| 25. Does the applicant suffer from any disability as the result of war service? If so, state particulars. | | |
| 26. Do you consider that the applicant has the ability and qualification to engage in this undertaking with reasonable prospects of success? | | |
| 27. Will the applicant reside on and personally work the property? If not, what arrangements will be made for the working of the property and are such arrangements satisfactory? | | |
| 28. Having regard to your valuation, does it include any special positional value? If so, give details. | | |
| 29. What other means of income (if any) has applicant, including War Pension? | | |
| 30. Does applicant's wife own any land? If so, give details. | | |
| 31. Is the property liable to depreciate in value to an extent that might cause loss to the Commission if it is not worked efficiently by the applicant? If so, from what cause? | | |
| 32. Has the property been sold during the last five years? If so, give particulars. | | |
| 33. State maximum loan you recommend. If you cannot recommend any advance, state reasons fully in "General Report", page 4. | | |
| 34. If the loan recommended is substantially less than the amount applied for, how do you suggest it should be allocated towards the purposes of the application? | | |
| 35. On what date after discharge did applicant commence or resume (or intend commencing or resuming) working in the agricultural occupation which is the subject of this application? | | |

VALUATION OF STOCK AND PLANT OWNED BY APPLICANT.

| Stock. | | | | Implements, Plant, &c. | |
|------------------------|-----|---------|----------|------------------------|--|
| | No. | Value £ | | Value £ | |
| Sheep .. | No. | Value £ | | Value £ | |
| Cattle .. | No. | Value £ | | Value £ | |
| Other Cattle .. | No. | Value £ | | Value £ | |
| Horses .. | No. | Value £ | | Value £ | |
| Other Stock, Pigs, &c. | No. | Value £ | | Value £ | |
| Total .. | | Value £ | Total .. | Value £ | |

Give details of any moneys owing on such stock, plant, &c., and of any mortgages, charges, encumbrances over same

NOTE.—A Separate Valuation is required of any stock, plant or chattels if being purchased with a property under Contract of Sale on walk-in walk-out basis.

VALUATION OF PROPERTY (Basis 1942 Market Value).

| Land. | | | | |
|------------|----------|----|---|--|
| acres at £ | per acre | .. | £ | |
| acres at £ | per acre | .. | £ | |
| acres at £ | per acre | .. | £ | |
| acres at £ | per acre | .. | £ | |
| | | | £ | |

VALUER'S REPORT—*continued.*

IMPROVEMENTS.

Description and construction to be given.

| | |
|----------------------------|--------|
| House..... | £..... |
| Outbuildings { | £..... |
| Water Supply..... | £..... |
| Fencing { | £..... |
| Other Improvements { | £..... |
| | £..... |

TOTAL VALUATION.

| | |
|----------------------|---------------------------|
| Land | £..... |
| Improvements | £..... |
| Total | £..... = £..... per acre. |

GENERAL REPORT.

36. Include characteristics and topographical features of the land; the character, knowledge, experience, and capabilities of the applicant; his probable average earnings; his annual requirements for working and living expenses and commitments; his present financial position; the purposes and merits of the application; and the recommendation.

Valuer.

Date.

THIRTEENTH SCHEDULE.

Soldier Settlement Commission, Victoria.

Freehold.
Leasehold.*Soldier Settlement Act 1946.*

MORTGAGE.

I,
of
(hereinafter referred to as "the Mortgagor ") being registered or entitled to be registered as the proprietor of

*For Advances
under
Part III.*

in the land hereinafter described subject to the encumbrances notified hereunder in consideration of the SOLDIER SETTLEMENT COMMISSION of the Public Offices, Treasury Gardens, Melbourne (hereinafter referred to as "the Commission") having agreed to advance to the Mortgagor under Part III. of the *Soldier Settlement Act 1946* (hereinafter called "the said Act") by such instalments as the Commission thinks fit the sum of (hereinafter referred to as "the principal sum") and in consideration of such further sum or sums (if any) as the Commission hereafter advances to the Mortgagor under the said Part III. upon the security of this Mortgage (hereinafter referred to as "the further advances") Do HEREBY COVENANT WITH THE COMMISSION

FIRSTLY.—To observe and comply with the provisions of the said Act applicable to a person who receives an advance under the said Part III.

SECONDLY.—To pay to the Commission on the first days of and in each year during the continuance of this security interest on the principal sum and further advances (if any) or on so much thereof as for the time being remains unpaid at the rate of Two pounds per centum per annum computed from the date or the respective dates on which the principal sum or the further advances respectively are advanced

THIRDLY.—(a) To pay to the Commission on account of the principal sum and interest thereon instalments each of and to be payable respectively on the first days or in each year the first of which instalments shall be paid on the first day of the month of 19 and

(b) To pay to the Commission on the first day of the year the balance of the principal sum which shall then be unpaid together with interest thereon

(c) To pay to the Commission on account of the further advances (if any) and interest thereon instalments of such amount and at such times as may be determined by the Commission until the whole of the further advances have been repaid together with the interest thereon

PROVIDED that the Mortgagor may at any time if all instalments and interest due and payable under this Mortgage have been paid and all amounts due and owing whether as principal repayments or as interest in respect of any advances made to him pursuant to Part IV. of the *Soldier Settlement Act 1946* have also been paid pay to the Commission any amount in respect of his outstanding liability under this Mortgage and all amounts so paid shall be placed to the credit of the Mortgagor in an account to be kept by the Commission and shall be credited from time to time as prescribed by the said Act or the regulations thereunder with interest at the same rate per centum per annum as is payable by the Mortgagor under this Mortgage and shall be applied in such manner as the Commission determines in reduction of his liability under this Mortgage

Provided further that if any instalment due under this Mortgage is not paid on the due date thereof or within thirty days thereafter interest on such instalment shall be paid by the Mortgagor at the rate of Five pounds per centum per annum from the date on which it becomes payable until the date on which it is paid or recovered

PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that notwithstanding anything herein contained or implied if any instalment or any part thereof due hereunder is not paid on the due date thereof or within thirty days thereafter or if the Mortgagor makes default in the performance or observance of any covenant on the part of the Mortgagor herein contained or implied by the Transfer of Land Acts 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 Commission become immediately due payable and recoverable together with interest on any arrears of instalments as aforesaid at the rate of Five pounds per centum per annum up to the date of actual payment of the same without prejudice to any other rights powers and remedies of the Commission by this Mortgage or otherwise conferred

FOURTHLY.—To at all times so long as any money shall remain hereby secured pay the rent reserved by any lease from the Crown in respect of the said land 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

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

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

SEVENTHLY.—That all costs charges and payments which may be incurred or made by the Commission in the exercise or enforcement or attempted exercise or enforcement of any power right or remedy conferred upon the Commission by the said Act or by the Transfer of Land Acts or by this Mortgage or which the Commission 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 Transfer of Land Acts 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 be repayable on demand and shall carry interest at the rate set out in the second covenant hereof from such time until payment thereof and such interest shall be payable on the days hereinbefore appointed for the payment of instalments on account of the principal sum and interest

EIGHTHLY.—That the Mortgagor will duly pay all taxes rates charges impositions and assessments that may become payable in respect of the said land or any part of it as soon as the same are payable and will produce the receipts therefor to the Commission whenever required so to do and will comply with and observe all statutory provisions and all regulations and by-laws thereunder from time to time in force and binding upon owners or occupiers of land and in particular those which relate to the prevention or destruction of vermin noxious weeds or diseases of vines or other vegetation and that the Commission may do or perform or cause to be done or performed all things necessary to be done or performed in pursuance of all such provisions regulations and by-laws in the event of the Mortgagor failing to do so and the Mortgagor hereby charges the land hereinafter described with the repayment of any moneys which are from time to time expended by the Commission hereunder with interest thereon at the rate set out in the second covenant hereof

NINTHLY.—That the Mortgagor will use and manage the whole of the said land in a husbandlike manner

TENTHLY.—That the Mortgagor will reside on or in close proximity to the said land hereinafter described so as to allow of his personally working the said land

ELEVENTHLY.—That the Mortgagor will keep all buildings and other improvements of whatsoever kind on the said land in good repair and condition and if the Mortgagor shall at any time make default in any respect in the observance or performance of this covenant the Commission may from time to time enter upon the said land and do all things and pay

all moneys necessary to put all such buildings fences and other improvements in such good substantial and tenantable repair as aforesaid or to otherwise make good the damage caused by such default

TWELFTHLY.—To forthwith effect an insurance with the Commission in its favour on the buildings and fences on the said land against fire or against storm and tempest or against both risks as the Commission requires for such amount or amounts as the Commission from time to time fixes and to keep such insurance in force so long as any moneys hereby secured remain owing or unpaid

And for the consideration aforesaid the Mortgagor doth hereby attorn and become tenant from to the Commission for or in respect of the said land at a rent equal in amount to the instalments of the principal sum and further advances (if any) and interest payable hereunder clear of all deductions to be paid on the days and in the manner hereinbefore provided. Provided always that payment of the said instalments and interest on the days and in manner hereinbefore provided shall be deemed to be payment of the rent hereinbefore reserved in respect of the above attornment

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 Section 146 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 for which such default must continue after the service of the said notice before the power of sale given by Section 148 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 FURTHER AGREED AND DECLARED that the Commission 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 Acts* or in doing anything by the said Act or the *Transfer of Land Acts* directed to be done. AND IT IS 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 purchaser shall be affected by notice express or constructive that all money intended to be hereby secured has been actually paid. AND IT IS FURTHER AGREED AND DECLARED that after the giving of any such notice of default it shall be lawful for the Commission to let the said land or any part of it on lease or otherwise for such term at such rent and upon such conditions as the Commission thinks expedient and for the consideration aforesaid the Mortgagor hereby irrevocably appoints the Chairman for the time being and the Secretary for the time being of the Commission jointly and severally the attorneys and attorney of the Mortgagor to execute any such lease

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 Commission under or by virtue of any of the provisions of the said Act or of the *Transfer of Land Acts* but that the Commission shall be entitled to the full benefit of all rights under or by virtue of any of the provisions of the said Act and the *Transfer of Land Acts* in addition to the full benefits of the covenants powers and provisions herein contained. AND FURTHER that the Crown Grant Crown Lease or Certificate of Title (as the case may be) of the land hereinafter described and intended to be hereby mortgaged shall remain in the custody of the Commission during the continuance of this security

AND IT IS HEREBY FURTHER AGREED AND DECLARED that any person or persons authorized in that behalf by the Commission whether generally or in any particular case may at all reasonable times so long as any money hereby secured remains owing enter upon the said land hereinafter described with or without surveyors or workmen or others to view the state of repair of the buildings or other improvements thereon and to ascertain whether the whole of the land is being used and managed in a husbandlike manner

AND IT IS DECLARED that if during the continuance of this security the Mortgagor without first obtaining the consent in writing of the Commission sells or contracts to sell mortgages transfers assigns lets or sublets the land hereby mortgaged or any part thereof or enters into any share-farming agreement with respect to the said land or any part thereof the Commission may avoid such transaction whereupon the whole of the principal and further advances (if any) and interest hereby secured shall become immediately payable and the Commission may cause the Mortgagor's estate and interest in the land to be sold

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 executors administrators and transferees and the expression "the Commission" shall be deemed to include its transferees

AND FOR BETTER SECURING the payment in manner aforesaid of the said principal sum and interest thereon and the further advances (if any) and interest thereon and all other moneys intended to be hereby secured the Mortgagor DOTH HEREBY MORTGAGE to the Commission 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 ALL THE piece of land (subject to the limitation as to depth, if any, affecting the said land) being

Crown allotment Section Parish of
County of particularly described in
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 Soldier }
Settlement Commission was here-

unto affixed in the presence of—

Chairman

or

Member

Secretary

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

ENCUMBRANCES REFERRED TO

THIRTEENTH SCHEDULE.

Soldier Settlement Commission, Victoria.

(If Land held under General Law.)

Soldier Settlement Act 1946.

MORTGAGE.

For Advances
under Part III.

THIS DEED made the day of
One thousand nine hundred and BETWEEN

of (hereinafter referred to as
"the Mortgagor") of the one part and the SOLDIER SETTLEMENT
COMMISSION of the Public Offices, Treasury Gardens, Melbourne (herein-
after referred to as "the Commission") of the other part whereas the
Mortgagor is seised in fee simple free from encumbrances of the lands and
hereditaments hereinafter described NOW THIS DEED WITNESSETH
that in consideration of the sum of pounds
(hereinafter referred to as "the principal sum") now advanced under Part
III. of the *Soldier Settlement Act 1946* (hereinafter referred to as "the
said Act") to the Mortgagor by the Commission (the receipt whereof the
Mortgagor hereby acknowledges) and in consideration of such further sum
or sums (if any) as the Commission hereafter advances to the Mortgagor
under the said Part III. upon the security of this Indenture (hereinafter
referred to as "the further advances") the Mortgagor as beneficial owner
DOTH HEREBY grant and convey unto the Commission ALL THOSE the
lands and hereditaments mentioned and described in the Schedule hereto
(hereinafter called "the mortgaged premises") TO HOLD the said
premises unto and to the use of the Commission in fee simple SUBJECT to
the proviso for redemption hereinafter contained PROVIDED ALWAYS that
if the Mortgagor shall pay to the Commission the principal sum together
with interest thereon at the times and in the manner hereinafter expressed
and shall also pay to the Commission all other moneys intended to be
hereby secured THEN the Commission shall at any time thereafter at the
request of the Mortgagor re-convey or otherwise release, the Mortgaged
premises unto the Mortgagor or other persons entitled to the Mortgaged
premises AND for the consideration aforesaid the Mortgagor for himself his
executors administrators and assigns DOTH HEREBY COVENANT WITH
THE COMMISSION

FIRST—To observe and comply with the provisions of the said Act
applicable to a person who receives an advance under Part III. thereof

SECONDLY—To pay to the Commission on the first days of
and

in each year during the continuance of this security interest on the
principal sum and further advances (if any) or on so much thereof as for
the time being remains unpaid at the rate of Two pounds per centum per
annum computed from the date or the respective dates on which the
principal sum or the further advances respectively are advanced

THIRDLY—(a) To pay to the Commission on account of the principal sum
and interest thereon instalments each of
and to be payable respectively on the first days of
in each year the first of which instalments shall be paid on the first day
of the month of 19

(b) To pay to the Commission on the first day of _____ the balance of the principal sum which shall then be unpaid together with interest thereon

(c) To pay to the Commission on account of the further advances (if any) and interest thereon such instalments as may be determined by the Commission

FOURTHLY—That the Mortgagor may at any time if all instalments and interest due and payable under this Mortgage have been paid and all amounts due and owing whether as principal repayments or as interest in respect of any advances made to him pursuant to Part IV. of the *Soldier Settlement Act 1946* have also been paid pay to the Commission any amount in respect of his outstanding liability under this Mortgage and all amounts so paid shall be placed to the credit of the Mortgagor in an account to be kept by the Commission and shall be credited from time to time as prescribed by the said Act or the regulations thereunder with interest at the same rate per centum per annum as is payable by the Mortgagor under this Mortgage and shall be applied in such manner as the Commission determines in reduction of his liability under this Mortgage.

FIFTHLY—That if any instalment due under this Mortgage is not paid on the due date thereof or within thirty days thereafter interest on such instalment shall be paid by the Mortgagor at the rate of Five pounds per centum per annum from the date on which it becomes payable until the date on which it is paid or recovered

SIXTHLY—That notwithstanding anything herein contained or implied if any instalment or any part thereof due hereunder is not paid on the due date thereof or within thirty days thereafter or if the Mortgagor makes default in the performance or observance of any covenant on the part of the Mortgagor herein contained or implied by the *Property Law Act 1928* 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 Commission become immediately due payable and recoverable together with interest on any arrears of instalments as aforesaid at the rate of Five pounds per centum per annum up to the date of actual payment of the same without prejudice to any other rights powers and remedies of the Commission by this Mortgage or otherwise conferred

SEVENTHLY—That all costs charges and payments which may be incurred or made by the Commission in the exercise or enforcement or attempted exercise or enforcement of any power right or remedy conferred upon the Commission by the said Act or by the *Property Law Act 1928* or by this Mortgage or which the Commission 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 *Property Law Act 1928* 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 be payable on demand to the Commission and until so paid shall carry interest at the rate set out in the second covenant hereof from such time until payment thereof and the interest thereon shall be payable on the days hereinbefore appointed for payment of instalments on account of the principal sum and interest

EIGHTHLY—That the Mortgagor will duly pay all rates taxes charges impositions and assessments that may become payable in respect of the mortgaged premises or any part of it as soon as the same are payable and will produce the receipts therefor to the Commission whenever required so to do and will comply with and observe all statutory provisions and all regulations and by-laws thereunder from time to time in force and binding upon owners or occupiers of land and in particular those which relate to the prevention or destruction of vermin noxious weeds or diseases of vines or other vegetation and that the Commission may do or perform or cause to be done or performed all things necessary to be done or performed in pursuance of all such provisions regulations and by-laws in the event of the Mortgagor failing to do so and the Mortgagor hereby charges the land hereinafter described with the repayment of any moneys which are from time to time expended by the Commission hereunder with interest thereon at the rate set out in the second covenant hereof

NINTHLY—That the Mortgagor will use and manage the whole of the said land in a husbandlike manner

TENTHLY—That the Mortgagor will reside on or in close proximity to the said land hereinafter described so as to allow of his personally working the said land

ELEVENTHLY—That the Mortgagor will keep all buildings and other improvements of whatsoever kind on the said land in good repair and condition and if the Mortgagor shall at any time make default in any respect in the observance or performance of this covenant the Commission may from time to time enter upon the mortgaged premises and do all things and pay all moneys necessary to put all such buildings fences and other improvements in such good substantial and tenantable repair as aforesaid or to otherwise make good the damage caused by such default

TWELFTHLY—That the Mortgagor will forthwith effect an insurance with the Commission in its favour on the buildings and fences on the said land against fire or against storm and tempest or against both risks as the Commission requires for such amount or amounts as the Commission from time to time fixes and to keep such insurance in force so long as any moneys hereby secured remain owing or unpaid

PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that the power of sale and all other powers conferred on a Mortgagee by the *Property Law Act 1928* may be fully exercised by the Commission immediately or at any time after default in payment of any of the moneys hereby secured or subject as herein provided in performance or observance of any of the covenants or agreements on the part of the Mortgagor herein contained or implied And notwithstanding anything contained in Section 103 of the *Property Law Act 1928* no notice or expiration of time whatsoever

under the said Act or otherwise shall be required previous to the exercise of any such powers Upon the power of sale becoming exercisable hereunder it shall be lawful for the Commission at any time and from time to time without giving to the Mortgagor any notice to do all or any of the following:—

(a) To enter upon and take possession of the mortgaged premises and exercise and do all or any of the acts powers and authorities vested in or given to mortgagees by the Property Law Acts or vested in or given to landlords (including power to distrain and recover possession) by the Landlord and Tenants Acts or any then subsisting statutory modification thereof or otherwise

(b) With or without entering into possession to lease the mortgaged premises or any part thereof for such time and upon such terms as the Commission shall deem reasonable either taking or not taking any fine or premium and either with or without the option to the lessee at any time during the currency of any such lease or at the determination thereof of purchasing the premises leased or any part thereof or of renewing any such lease and either for the purpose of occupation building agriculture grazing mining or for any other purpose whatsoever and if with option of purchase at such price and upon such terms and conditions as the Commission shall think fit and also to accept surrenders of and to determine any tenancy now existing or which may hereafter be created and to compromise with or make concessions to tenants upon such terms and conditions as the Commission may think fit And Sub-sections 3, 5, 6, 7 and 8 of Section 99 of the *Property Law Act* 1928 shall not apply to any lease granted by the Commission hereunder

AND IT IS HEREBY FURTHER AGREED AND DECLARED that upon any sale or lease by the Commission the mortgaged premises or any part thereof may be sold or leased together with any other property real or personal under mortgage from the Mortgagor to the Commission and whether under the General Law Transfer of Land Acts or otherwise and in respect of which the power of sale or leasing has become exercisable by one contract and at one price or at one rent or in any other manner that the Commission may think fit

AND IT IS HEREBY FURTHER AGREED AND DECLARED that any person or persons authorized in that behalf by the Commission whether generally or in any particular case may at all reasonable times so long as any money hereby secured remains owing enter upon the said land hereinafter described with or without surveyors or workmen or others to view the state of repair of the buildings or other improvements thereon and to ascertain whether the whole of the land is being used and managed in a husbandlike manner

AND IT IS DECLARED that if during the continuance of this security the Mortgagor without first obtaining the consent in writing of the Commission sells or contracts to sell mortgages conveys assigns lets or sublets the land hereby mortgaged or any part thereof or enters into any share-farming agreement with respect to the said land or any part thereof the Commission may avoid such transaction whereupon the whole of the principal and further advances (if any) and interest hereby secured shall become immediately payable and the Commission may cause the Mortgagor's estate and interest in the land to be sold

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 executors administrators and assigns and the expression "the Commission" shall be deemed to include its assigns and any notice required or authorized by these presents may be served in accordance with the provisions of Section 198 of the *Property Law Act* 1928

IN WITNESS whereof these presents have been duly executed the day and year first hereinbefore written

THE SCHEDULE HEREINBEFORE REFERRED TO

Signed Sealed and Delivered by the
said

in the presence of—

by
(No. Book) and verified
Deputy Registrar-General,
Soldier Settlement Commission,
State Public Offices,
Melbourne, C.2.

Received into the Office of the
Registrar-General of the State of
Victoria at Melbourne this

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

at the hour of

o'clock in the noon a
Memorial of the within deed num-

bered

by

Dated 19

To
SOLDIER SETTLEMENT COMMISSION

DEED OF MORTGAGE
Under Part III. of the *Soldier
Settlement Act* 1946

FOURTEENTH SCHEDULE.

VICTORIA.

DISCHARGE OF MORTGAGE.

The SOLDIER SETTLEMENT COMMISSION of Public Offices Treasury Gardens
Melbourne being the proprietor of a Mortgage from

Hereby Acknowledges to have received all principal interest and other moneys due and secured under or by virtue of the said Mortgage and Hereby Discharges the said _____ his executors administrators and transferees and also the 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 One
thousand nine hundred and

The Common Seal of the SOLDIER SETTLEMENT COMMISSION was hereunto affixed in the presence of

Chairman
or
Member.
Secretary.

FIFTEENTH SCHEDULE.

(The applicant must not write on this face of the Form)

District.
No.

SOLDIER SETTLEMENT ACT 1946.

APPLICATION FOR CONSENT TO TRANSFER LAND IN RESPECT OF
WHICH A LOAN HAS BEEN MADE UNDER PART III.

Date Received _____

NOTIFICATION by _____ that
 he Desires to Sell the Land comprised in Allotment _____
 Section _____ Parish _____ County _____
 comprising _____ acres _____ roods _____ perches more or less
 and particularly described in _____ entered in the
 Register Book _____ Volume _____ Folio _____
 to _____

SUMMARY OF OFFICE REPORTS.

| — | Fully. | If Not Fully, Report Particulars Here. |
|---|--------|--|
| Payment of Instalments | | |
| Payment of portion of remaining liability | | |
| <i>£ 0</i> | | |
| <i>0</i> | | |

Report on Advances under Soldier Settlement Acts.

Fee Paid

RECOMMENDED that the Approval of the Soldier Settlement Commission to Transfer be given subject to

(Officer)

(Date)

APPROVED by the Soldier Settlement Commission on Schedule No.

on the day of 19 .

(Officer)

Commission's Certificate forwarded to _____ on _____

NOTIFICATION OF DESIRE TO SELL THE LAND

| Comprised in | entered in the Register Book |
|--------------|------------------------------|
| Volume | Folio |
| | |

The Secretary,

SOLDIER SETTLEMENT COMMISSION.

Allotment:

Sir,

Section:

Being the Owner of the Land specified in the margin I hereby notify the Soldier Settlement Commission that I desire to transfer the said Land to:—

Parish:

of

Area:

(Occupation)

Fee for consent to transfer: 10/-.

(Signature of *pr*)
(Postal address)

DECLARATION.

I, _____, the above-named owner,
do solemnly and sincerely declare that my reasons for desiring the transfer
are

The Selling price of the land is £ _____, as shown in the *Contract of
Sale herewith.

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 _____ 19 _____, before me—

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

*(NOTE.—A copy of the Contract of Sale must be submitted.)

AGREEMENT FOR TRANSFER AND DECLARATION BY PURCHASER.

I,

(Full Name)

of

(Address)

(Occupation)

hereby agree to accept a transfer of the land aforesaid.

And I solemnly and sincerely declare that the replies to the questions
set forth hereunder are true and correct in every particular:—

| QUESTIONS. | REPLIES. |
|---|----------|
| 1. Are you a Discharged Serviceman of the War which commenced on the 3rd September, 1939? .. | |
| 2. If so, have you received any form of rehabilitation since discharged? State full particulars. | |
| 3. Have you lodged an application for classification for Settlement? | |
| 4. What farming experience have you had? Give full particulars. as to type of farming and district. | |
| 5. Do you own any land, or have you an interest in any land? Give particulars. .. | |
| 6. Has your Wife (or Husband) any land or an interest in any land? State full particulars. .. | |
| 7. Have you at any time ever applied for or received any Loans from the Repatriation Commission, Soldier Settlement Commission or any other Government Department? If so, give full details. .. | |
| 8. Have you at any time held land under the Closer Settlement Acts or Land Acts or any Soldier Settlement Acts? .. | |
| 9. Are you prepared to reside on this land or in close proximity thereto, and to work it yourself? .. | |
| 10. Are you or have you ever been bankrupt or insolvent or has your Estate ever been assigned for the benefit of creditors? If so, give particulars. .. | |
| 11. Is there any unsatisfied judgment entered up in any court against you? If so, give particulars. .. | |

STATEMENT OF ASSETS AND LIABILITIES OF PURCHASER.

| <i>Liabilities.</i> | | <i>Assets.</i> | |
|--|---|---|---|
| | £ | | £ |
| Amount owing on Loans and Mortgages— | | Value of Property or Land (including suburban or township property) | |
| Principal .. £..... | | Cash on Hand or in Bank | |
| Interest .. £..... | | War Gratuity .. | |
| Total .. | | Shares or Bonds .. | |
| Amount owing for Government Advances and Crown Rent .. | | Interest or Annuity in any Estate (give details) .. | |
| Amount owing for Land Tax, Shire and Water Rates .. | | Particulars of Stock— | |
| Repatriation Commission Loan .. | | Number. Value. | |
| Amount owing on Live Stock .. | | £ | |
| Amount owing on Plant/ Implements .. | | Sheep .. | |
| Amount owing on Fertilizers, Seed, &c. .. | | Dairy Cattle .. | |
| Amount owing to other Creditors .. | | Other Cattle .. | |
| Contingent Liabilities— | | Horses .. | |
| Endorsement of Promissory Notes .. | | Other Stock .. | |
| Guarantees given .. | | Total Value of Stock .. | |
| | | Value and Particulars of Plant and Implements (give details)— | |
| | | Description. Value. | |
| | | £ | |
| | | Total Value of Plant and Implements .. | |
| | | Value of Crops on Hand (give details) .. | |
| | | Any other Assets .. | |
| | £ | | £ |

Give particulars of wife's (or husband's) assets or income and liabilities, if any

DECLARATION.

I, the purchaser herein, do solemnly and sincerely declare that the several answers to questions and the statements made in this application are true and correct in every particular and disclose full details of my financial position.

And I make this solemn declaration 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 of Victoria this

day of 19

(Signature of Purchaser.)

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

SIXTEENTH SCHEDULE.
SOLDIER SETTLEMENT ACT 1946.



CERTIFICATE OF CONSENT OF THE SOLDIER SETTLEMENT COMMISSION TO TRANSFER LAND IN RESPECT OF WHICH A LOAN HAS BEEN GRANTED UNDER PART III. OF THE SOLDIER SETTLEMENT ACT 1946.

SOLDIER SETTLEMENT COMMISSION.

MELBOURNE.

THIS IS TO CERTIFY that the Soldier Settlement Commission has consented to the *TRANSFER by of of all the piece of land (subject to the limitation as to depth, if any,

affecting the said land) being Crown Allotment Section
 Parish of County of particularly described in
 entered in the Register Book Volume
 Folio to
 of

The Common Seal of the Soldier Settlement Commission was hereunto
 affixed this day of 19
 in the presence of—

Chairman
 or
 Member.

Secretary.

* NOTE.—The transfer will have no legal effect until it has been registered
 in the Office of Titles.

SEVENTEENTH SCHEDULE.

[The Applicant must not write on this side of the Form.]

District.

No.

SOLDIER SETTLEMENT ACT 1946.

APPLICATION TO MORTGAGE LAND IN RESPECT OF WHICH A LOAN
 HAS BEEN MADE UNDER PART III. OF THE SOLDIER
 SETTLEMENT ACT 1946.

Date Received

applies to Mortgage to

Allot.

Sec.

Parish of

County of

comprising

acres

roods

perches.

FOR OFFICE REPORTS.

1. Have all instalments due on the
 Loan to date been paid? ..

2. Have covenants of the Act been
 complied with? ..

3. If any Advances under Part IV.
 Soldier Settlement Act have
 instalments been paid to date? ..

Fee Paid

Recommended that the consent of the Soldier Settlement Commission
 to Mortgage be given.

(Officer)

(Date)

APPROVED by the Soldier Settlement Commission on Schedule No.
 on the day of 19

(Officer)

Commission's Certificate forwarded to on

APPLICATION TO MORTGAGE LAND IN RESPECT OF WHICH A LOAN
 HAS BEEN GRANTED UNDER PART III. OF THE
 SOLDIER SETTLEMENT ACT 1946.

Allotment— Being the owner of the Land specified in the margin
 Section— I hereby notify the Soldier Settlement Commission
 Parish— that I desire to MORTGAGE the said Land to:—
 Area—

A. R. P. of

Fee for consent
 to Mortgage, 10/.

Signature
 Occupation
 Postal address

DECLARATION.

I,
 of in the State of Victoria,
 do solemnly and sincerely declare that my reasons for desiring to mortgage
 are

The amount of the mortgage is £ with interest at the
 rate of per centum per annum for the term of
 years from reducible to per centum per annum
 if paid within 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.

Declared at Signature in the State aforesaid,
 this day of 19 before me.

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

EIGHTEENTH SCHEDULE.

Soldier Settlement Act 1946.

CERTIFICATE OF CONSENT OF THE SOLDIER SETTLEMENT
COMMISSION TO THE MORTGAGE OF LAND IN RESPECT OF
WHICH A LOAN HAS BEEN GRANTED UNDER PART III. OF
THE SOLDIER SETTLEMENT ACT 1946.

Soldier Settlement Commission,
Melbourne.

This is to certify that the Soldier Settlement Commission has consented
to the Mortgage by

of
for a term of years from the day of 19
of all the piece of land (subject to the limitation as to depth, if any,
affecting the said land), being Crown Allotment Section
Parish of County of , particularly described
in entered in the Register Book, Volume
Folio to
of
to secure repayment of the sum of £ : s.: d., together with
interest.

The Common Seal of the Soldier
Settlement Commission was hereunto
affixed this day of
19 , in the presence of—

Chairman
or
Member.
Secretary.

NINETEENTH SCHEDULE.

[The Applicant must not write on this face of the Form.]

District.
No.

Soldier Settlement Act 1946.

APPLICATION FOR CONSENT TO SUBLET LAND IN RESPECT OF
WHICH A LOAN HAS BEEN MADE UNDER PART III. OF THE
SOLDIER SETTLEMENT ACT 1946.

Date Received

applies to Sublet to
Allot. Sec. Parish of
County of
comprising acres roods perches, more or less.

For Office Reports.

1. Have all instalments due on Loan
under Part III. been paid to
date?

2. If any advances under Part IV. of
the Act, have instalments been
paid to date?

Fee Paid

Recommended that the consent of the Soldier Settlement Commission
to Sublet be given.

(Officer)

(Date)

Approved by the Soldier Settlement Commission on Schedule No.
on the day of 19 (Officer)

Commission's Certificate forwarded to on

APPLICATION FOR CONSENT TO SUBLET LAND IN RESPECT OF WHICH A LOAN HAS
BEEN MADE UNDER PART III. OF THE *Soldier Settlement Act 1946.*

Allotment—

Section—

Parish—

Area—

A. R. P.

Fee for consent
to Sublet, 10s.

Being the Owner of the Land
specified in the margin, I hereby
notify the Soldier Settlement Commis-
sion that I desire to Sublet the said
land to:—

of
for a term of years from
at a rental of £
per annum, in accordance with the
terms and conditions of the attached
Leasing Agreement.

Signature
Occupation
Postal address

DECLARATION.

I,
of _____ in the State of Victoria,
do solemnly and sincerely declare 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 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 at any time ever applied for or received any loans from the Repatriation Commission, Soldier Settlement Commission, or any other Government Department? If so, give full particulars. | |
| 3. Have you at any time held land under the Closer Settlement Acts, or Land Acts, or any Soldier Settlement Acts? If so, give full particulars. | |
| 4. Will you undertake to comply with the residence condition and carry out any other applicable conditions and permit access by any person or authority in accordance with the provisions of the Soldier Settlement Acts? | |
| 5. 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? | |
| 6. 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.

TWENTIETH SCHEDULE.

Soldier Settlement Act 1946.



CERTIFICATE OF CONSENT OF THE SOLDIER SETTLEMENT
COMMISSION TO SUBLET LAND IN RESPECT OF WHICH A
LOAN HAS BEEN MADE UNDER PART III.

Soldier Settlement Commission,
Melbourne.

This is to certify that the Soldier Settlement Commission has consented
to the *Subletting by _____

of
of all th piece of land, being Crown Allotment Section
Parish of County of
containing acres roods perches, more or less,
to
of for a term of years
from in accordance with the subleasing
agreement submitted with the application for consent.
The Common Seal of the Soldier Settlement Commission was
hereunto affixed this day of 19 ,
in the presence of—
Chairman
or
Member.
Secretary.

* NOTE.—This consent is given subject to the Sublessee complying with the residence condition and any other applicable conditions to the Commission's satisfaction, and permitting entry by any person or authority in accordance with the provisions of the Soldier Settlement Acts.

TWENTY-FIRST SCHEDULE.

[The Applicant must not write on this face of the Form.]

District.

No.

Soldier Settlement Act 1946.

APPLICATION FOR CONSENT TO WORK UNDER A SHARE FARMING AGREEMENT, LAND IN RESPECT OF WHICH A LOAN HAS BEEN MADE UNDER PART III. OF THE SOLDIER SETTLEMENT ACT 1946.

Date Received
applies for consent
to work Allot. Sec. Parish of
County of comprising acres roods
perches under a Share Farming Agreement with
of

For Office Reports.

- | | |
|---|--|
| 1. Have all instalments due on Loan under Part III. been paid to date? | |
| 2. If any advances under Part IV. of the Act, have instalments been paid to date? | |

Fee Paid

Recommended that the consent of the Soldier Settlement Commission to share farm be given.

(Officer)

(Date)

Approved by the Soldier Settlement Commission on Schedule No.
on the day of 19 .

(Officer)

Commission's Certificate forwarded to on
Application for Consent to Work under a Share Farming Agreement, Land in respect of which a Loan has been made under Part III. of the *Soldier Settlement Act 1946.*

Allotment—

Section—

Parish—

Area—

A. R. P.

Fee for consent to
Share farm, 10s.

Being the Owner of the Land specified in the margin, I hereby notify the Soldier Settlement Commission that I desire to Share farm the said land with:—

of
for a term of years from
in accordance with the
terms and conditions of the attached
Share farming Agreement.

Signature

Occupation

Postal address

DECLARATION.

I,
of in the State of Victoria,
do solemnly and sincerely declare that my reasons for desiring to share farm the land 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.

Declared at _____ in the State aforesaid,
this _____ day of _____ 19 _____, before me.

Signature

Justice of the Peace, or

Commissioner for taking Declarations and Affidavits.

DECLARATION BY PROPOSED SHARE FARMER.

I, _____ of _____
hereby declare 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 at any time ever applied for or received any loans from the Repatriation Commission, Soldier Settlement Commission, or any other Government Department? If so, give full particulars. | |
| 3. Have you at any time held land under the Closer Settlement Acts, or Land Acts, or any Soldier Settlement Acts? If so, give full particulars. | |

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.

TWENTY-SECOND SCHEDULE.

Soldier Settlement Act 1946.

CERTIFICATE OF CONSENT OF THE SOLDIER SETTLEMENT
COMMISSION TO WORK UNDER A SHAREFARMING AGREEMENT.

Land in respect of which a Loan has been made under Part III. of the
Soldier Settlement Act 1946.

Soldier Settlement Commission,
Melbourne.

This is to Certify that the Soldier Settlement Commission has consented to the *Sharefarming by

of _____
of all th _____ piece of land being Crown Allotment _____ Section _____
Parish of _____ County of _____ containing _____ acres
_____ roods _____ perches, more or less with _____
of _____ for a term of _____ years
from _____ in accordance with the Sharefarming Agree-
ment submitted with the application for Consent.

The Common Seal of the Soldier Settlement Commission was hereunto
affixed this _____ day of _____ 19 _____
in the presence of—

Chairman or Member
Secretary

*NOTE.—This consent is given subject to the Share farmer permitting entry by any person or authority in accordance with the provisions of the Soldier Settlement Acts.

TWENTY-THIRD SCHEDULE.

INDORSEMENT ON MORTGAGE OF VARIATION OF TERMS.

In pursuance of the provisions of Section 53 of the *Soldier Settlement Act 1946* the Soldier Settlement Commission has varied the terms of the within mortgage by requiring the outstanding capital liability of £ as at

to be paid by ^{yearly} half-yearly instalments of principal together with interest ^{quarterly}
at the rate of £ per centum per annum.

Secretary,
Soldier Settlement Commission.

Reference No.

TWENTY-FOURTH SCHEDULE.

Soldier Settlement Commission of Victoria.

APPLICATION FOR AN ADVANCE PURSUANT TO PART IV. OF THE
SOLDIER SETTLEMENT ACT 1946.

NOTE.—An application for an Advance under Part IV. of the *Soldier Settlement Act 1946* can be made **ONLY** by:—

- (b) A Settler or discharged soldier who is personally carrying on farming operations on a farm owned by him and to whom advances under Part III. of the *Soldier Settlement Act 1946* have been made.

I, _____
of _____ Christian Names (In full) _____ Surname in BLOCK LETTERS.
(Full Postal Address)
being the holder of Allotment _____ Section _____
Parish of _____
Do HEREBY APPLY to the Soldier Settlement Commission for an Advance of
£ _____ which I propose to expend as hereunder:—

| Details of Advance Required. | £ | s. | d. |
|------------------------------|---|----|----|
|------------------------------|---|----|----|

TOTAL ..

In the event of the advance applied for being made either in whole or part, I hereby undertake to give to the Commission such security as may be required, to complete such documents as may be deemed necessary and to repay such advance together with interest thereon.

Signed
Date

TWENTY-FIFTH SCHEDULE.

LIEN ON CROPS.

Soldier Settlement Act 1946.

I, _____ of _____ in the State of Victoria,
Farmer, in consideration of the sum of £ _____ bona fide value,
which I admit to have received in money and/or chattels advanced to me by
the Soldier Settlement Commission (hereinafter called "the Commission")
under the provisions of Part _____ of the *Soldier Settlement Act 1946* and
of any further advances which may from time to time be made to me by
the Commission under the provisions of the said Part do hereby give the
Commission a preferable lien (to the extent of the said sum of £ _____ and
of any such further advance or advances and the interest hereinafter
mentioned) on the produce of all the crops to be harvested between the
date of these presents and the first day of _____ 19____
on my farm being cultivated by me containing _____ acres _____ roads
_____ perches more or less and being Allotment _____ of Section _____
Parish of _____ County of _____

IT IS AGREED that the Commission shall be entitled to interest at the rate of _____ pounds _____ shillings per centum per annum from the _____ day of _____ 19 _____ on the said sum of £ _____ and at the said rate on any further advance or advances which may be made as aforesaid from the respective dates of making such advances. AND IT IS FURTHER AGREED that the said crops shall be harvested by me or at my expense and shall be delivered at _____ Railway Station jointly in the names of the Commission and myself, and that the Commission may sell the said crops so delivered and retain the expenses of sale and the moneys due to it on this security from the proceeds of sale.

Dated the _____ day of _____ 19 _____

Signature _____

Witness
Address

19 _____
DATED _____
to
SOLDIER SETTLEMENT
COMMISSION
Under Part _____ of the Soldier Settlement Act 1946.

LIEN ON CROPS.

Received into the office of the Registrar-General of the State of Victoria, at Melbourne, this _____ day of _____ 19 _____ at _____ o'clock in the _____ noon, the within document numbered _____ and verified as within.
Deputy Registrar-General.

I, _____ of the Soldier Settlement Commission, Melbourne, in the State of Victoria, Public Servant, make oath and say that the within is a true copy of the original Lien on Crops, of which it purports to be a copy.

Sworn at Melbourne, in the State of Victoria, this _____ day of _____ 19 _____

Before me

A Commissioner for taking Declarations and Affidavits.

TWENTY-SIXTH SCHEDULE.

NOTIFICATION OF SATISFACTION OF LIEN ON CROP.

To the Registrar-General,
Melbourne.

I, _____ of _____ in the State of Victoria _____ being the grantor in Crop Lien No. _____ of 19 _____ and the Soldier Settlement Commission of the Public Offices, Treasury Gardens, Melbourne, being the grantee in the said lien HEREBY REQUEST that you will enter satisfaction of the same as the moneys due thereunder have been paid.

Dated the _____ day of _____ 19 _____

Signed by the said _____

in the presence of—

The Common Seal of the Soldier Settlement Commission was hereunto affixed in the presence of—

Chairman
or
Member
Secretary.

TWENTY-SEVENTH SCHEDULE.

Soldier Settlement Act 1946.

AGREEMENT TO LET AND HIRE.

AN AGREEMENT made this _____ day of _____ 19 _____ between the SOLDIER SETTLEMENT COMMISSION (hereinafter called "the Owner" which expression shall include the Commission its successors and assigns) of the one part and _____ of _____

in the State of Victoria

(hereinafter called

8. 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

9. If at the date for payment of the balance of the rent as aforesaid the Hirer having paid all the instalments in manner hereinbefore provided for payment thereof shall be desirous of purchasing the said goods and chattels the Hirer may do so on payment to the Owner of the sum of One shilling and thereupon the said goods and chattels shall become the absolute property of the Hirer but until such payment of such instalments and of the said further sum the Hirer shall have no property or interest whatsoever in the said goods and chattels except as a bailee thereof
10. No time or indulgence granted by the Owner shall affect the Owner's strict rights under this Agreement and in the event of a variation by the parties hereto of any of the payments hereby required to be made by the Hirer or the extension of any of the due dates thereof such variation or extension shall not affect or prejudice any of the other provisions thereof
11. Notices to the Hirer shall be sufficiently served if served personally on him or if sent by ordinary prepaid post to his last known address and notices so sent shall be deemed to have been served on the day next after that on which they were posted

SCHEDULE.

| Goods and Chattels | Values | | |
|--------------------|--------|----|----|
| | £ | s. | d. |

Signed for and on behalf of the
Soldier Settlement Commission.

Secretary.

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

(Hirer)

(Witness)

TWENTY-EIGHTH SCHEDULE.

Soldier Settlement Commission.
Victoria.

Soldier Settlement Act 1946.

BILL OF SALE.

THIS INDENTURE made the _____ day of _____
One thousand nine hundred and _____
BETWEEN

whose place of residence is at _____ in the State of Victoria
(hereinafter called "the Mortgagor" which expression shall include his
executors administrators and assigns) of the one part and the SOLDIER
SETTLEMENT COMMISSION of the said State whose place of business is
at the Public Offices, Treasury Gardens, Melbourne, in the said State
(hereinafter called "the Mortgagee" which expression shall include its
successors and assigns) of the other part

WHEREAS the Mortgagor is possessed of or well entitled to the chattels
and effects described or comprised in the Schedule hereunder written
or hereunto annexed and which said chattels and effects are now in or
upon a certain messuage or tenement belonging to or in the occupation of
the Mortgagor situated _____
in the said State of Victoria or are otherwise used or employed by the
Mortgagor in or upon such messuage or tenement AND WHEREAS the
Mortgagee has pursuant to the *Soldier Settlement Act 1946* (hereinafter
referred to as "the Act") made certain advances under Part
thereof to or for the Mortgagor amounting to the sum of _____
(hereinafter referred to as "the principal sum") Wherefore it has been
agreed by and between the said parties to these presents that the
Mortgagor shall make and give to the Mortgagee such security as is

hereinafter contained or expressed NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the premises and in consideration of any further sum or sums as the mortgagee hereafter advances to the mortgagor (hereinafter called "the further advances") THE Mortgagor doth by these presents bargain sell assign and transfer unto the said Mortgagee ALL and singular the chattels effects and property matters and things whatsoever described or comprised or mentioned or referred to in or by the Schedule hereunder written or hereunto annexed and now standing in or upon the said messuage or tenement or otherwise used or employed by the said Mortgagor in or upon such messuage or tenement And all the right title interest property benefit, claim and demand whatsoever of the Mortgagor in to or upon or in respect of the several chattels effects matters and things hereby assigned or herein comprised or intended so to be and every or any of them respectively Together with full power and authority to the Mortgagee as the attorney or attorneys of the said Mortgagor to use his name in or concerning any claim demand legal or other proceedings which may be necessary or expedient for the recovering or obtaining possession of the premises or any of them or for otherwise carrying these presents into full effect TO HAVE HOLD RECEIVE TAKE exercise and enjoy the chattels effects authorities matters and things hereby assigned and given or herein comprised or intended so to be unto and by the Mortgagee for its own absolute use and benefit Subject nevertheless to the proviso for redemption hereinafter contained that is to say PROVIDED ALWAYS that if the Mortgagor shall well and truly pay to the Commission on demand the said principal sum of

and any further advances that may have been made under the said Part and shall on every first day of the months of and in each year until such demand pay to the Commission interest on the said principal sum and further advances (if any) or on so much thereof as for the time being remains unpaid at the rate of Three pounds ten shillings per centum per annum computed from the date or the respective dates on which the principal sum or the further advances respectively are advanced and also do and shall well and truly observe and perform all the covenants and agreements herein contained on the part of the Mortgagor to be observed and performed respectively then these presents shall become void and the Mortgagee shall and will at the request and expense of the Mortgagor re-assign unto him the said chattels or sign and deliver to him such memorandum of the payment of moneys hereby secured as he may reasonably require AND the Mortgagor doth hereby for himself his executors administrators and assigns covenant with the Mortgagee that the Mortgagor now hath good right and lawful and absolute authority to assign and transfer the chattels effects and premises hereby assigned or otherwise assured or intended so to be free from all charges and encumbrances AND also that the Mortgagor will not revoke or annul the powers and authorities hereby given to the Mortgagee or any of either of such powers or authorities AND FURTHER that the Mortgagor will well and truly pay or cause to be paid unto the Mortgagee the said principal sum of

and interest thereon and the amount of the further advances (if any) and interest thereon hereby respectively secured at the times and in manner mentioned in the proviso for redemption hereinbefore contained AND FURTHER that it shall be lawful for the Mortgagee after default by the Mortgagor in payment of such principal moneys and interest or any part thereof respectively or in the performance or observance of any of the covenants and agreements herein contained on his part to be performed and observed peaceably and quietly to seize take hold and enjoy the several chattels effects matters and things hereby assigned or herein comprised for its own absolute use and benefit without any hindrance or interruption whatsoever And also that the Mortgagor and all persons claiming under or in trust for him or them will from time to time and at all times hereafter during the continuance of this Security and at his own expense upon the request of the Mortgagee do make and execute all such other acts and deeds for better or more satisfactorily assigning or otherwise assuring unto the Mortgagee the chattels effects matters and things hereby assigned or herein comprised or intended so to be and every or any of them respectively and for otherwise giving full effect to this Security as by it shall be reasonably required AND FURTHER that the Mortgagor shall during the continuance of this Security preserve and keep the said chattels from destruction and damage and shall not at any time remove the same or any of them from the said messuage or tenement of the Mortgagor to any other place or places without the consent in writing of the Mortgagee AND FURTHER that the Mortgagor will well and truly pay or cause to be paid all rents rates taxes impositions assessments and other charges which may be now or may hereafter become due or payable for or in respect of the same chattels or for or in respect of any land messuages or tenements in or upon which such chattels or any of them may be or have been kept or deposited and will produce and show to the Mortgagee on demand all and every the receipts or receipt for such rent rates taxes impositions assessments or other charges AND ALSO that the Mortgagor shall immediately insure and during the continuance of this Security keep constantly insured the said chattels from loss or damage by fire in the name of the said Mortgagee with some insurance officer approved by the Mortgagee to their full and insurable value and make due and regular payment of all premiums payable in respect of such insurance AND IT IS HEREBY DECLARED AND AGREED that in case of default by the Mortgagor in payment of any such rent rates taxes impositions assessments or other charges as aforesaid or in the making or continuance of such insurance as aforesaid of which default the non-production of any receipt of policy shall be sufficient evidence it shall be lawful for but not obligatory upon the Mortgagee to make all necessary payments and effect and continue such insurance as aforesaid and the expense of the same respectively shall be a charge upon the said

chattels which shall not be redeemed or redeemable until full payment thereof with interest thereon at the rate of Five pounds per centum per annum as well as of the aforesaid principal moneys and interest thereon hereby secured PROVIDED ALWAYS that in case of loss or damage to the said chattels and premises by fire the money to be received by virtue of any such insurance as aforesaid shall be received by the Mortgagee and be either retained by it in or towards payment and satisfaction of the moneys hereby secured or applied in or towards the reparation of the said chattels or the replacement of the same by others as it may think proper And also that it shall be lawful for the Mortgagee at all times and from time to time during the continuance of this Security to enter into and upon the land messuages and tenements whereon the chattels hereby assigned or herein comprised or any of them shall be kept or deposited for the purpose of viewing the state and condition thereof PROVIDED ALWAYS AND IT IS HEREBY DECLARED AND AGREED by and between the said parties to these presents that in case default shall be made by the Mortgagor in payment of the principal moneys or interest hereby secured or any part thereof respectively on any of the days or times whereon the same respectively ought to be paid as aforesaid or in the performance or observance of any of the covenants or agreements hereinbefore contained on the part of the Mortgagor to be respectively performed and observed or if he shall become or attempt or threaten to become bankrupt or insolvent or make any assignment of his effects for the benefit of creditors or cause or procure or permit or suffer his estate or effects or any of them to be seized attached sequestered or taken into execution then and in any such cases the whole of the principal (including further advances) interest and other moneys hereby secured shall forthwith become due payable and recoverable and it shall be lawful for the Mortgagee forthwith without any further consent or concurrence of the Mortgagor to enter in and upon the land message or tenement whereon the chattels hereby assigned now are or into or upon any other land message or tenement on or in which such chattels or any of the same respectively may be and for that purpose to break open or remove any outer or inner gate door fastening or other obstruction without liability to any action of trespass or other proceeding for so doing but with liberty to plead the leave and licence hereby given in bar to any such action or proceedings if any such be brought or instituted and to seize and take possession of all such chattels respectively and thereupon or so soon thereafter as the Mortgagee shall think proper either to remove or carry away such chattels to any other place or places for safety convenience of sale or otherwise or suffer them to remain in the place or places where the same may be found and then to sell and dispose of such chattels or any of them either together or in parcels at such time or times or place or places and either by public auction or private contract or partly by public auction and partly by private contract to any person or persons for such price or prices either for cash or on credit or partly for cash and partly on credit giving such time or times for payment and taking or foregoing any security or securities for the payment of the unpaid purchase money as the Mortgagee may deem proper or expedient with power to it to make any such other terms and conditions in regard to such sale or sales as it may think proper and also to buy in all or any of the said chattels at any such sale or sales by auction and rescind or vary any contract for sale thereof and again to resell or offer for resale the same from time to time without being answerable or accountable for any loss diminution in price costs or expenses to be occasioned by any such actual or attempted resale AND IT IS HEREBY DECLARED AND AGREED that it shall be lawful for the Mortgagee upon or after any such sale as aforesaid to make enter into and sign and execute all such contracts agreements deeds instruments and writings as may be deemed necessary or expedient for the purpose of making and effectuating any such sale and which shall be as binding and conclusive upon and against the Mortgagor as if he had joined therein or assented thereto AND ALSO that the receipt or receipts in writing of the Mortgagee for all purchase money or other property which shall be paid or delivered to it under or by virtue of these presents shall be a good and sufficient discharge or good and sufficient discharges to all purchasers or other persons paying or delivering the same and such purchasers or other persons shall not be required to see to the application or be answerable for the misapplication or non-application thereof or be bound or concerned to inquire into the propriety regularity or expediency of any such sale AND IT IS HEREBY DECLARED that the Mortgagee shall stand possessed of the moneys which shall come to its hands by reason of any such sale or sales upon trust in the first place to discharge the costs and expenses incurred or sustained in or about such sale or sales and all other costs charges and expenses incurred or occasioned in or about the execution of the powers and authorities of these presents and then to retain the balance of such moneys or so much thereof as may be necessary in or towards payment and satisfaction of the principal moneys and interest hereby secured and pay the surplus (if any) then remaining to the Mortgagor

The parties hereto hereby direct that the address to which notices of any caveat which may be entered against the filing of this Bill of Sale may be posted to the said Mortgagor is care of The Secretary, Soldier Settlement Commission, Public Offices, Treasury Gardens, Melbourne.

THE SCHEDULE HEREINBEFORE REFERRED TO.

IN WITNESS whereof the said parties to these presents have hereunto set their hands and seals the day and year first before written.

| | | |
|--------------------------------|---|------------------------------|
| SIGNED SEALED AND DELIVERED by | } | (Mortgagor signs here) |
| the said | | |
| in the presence of | | |
| (Witness signs here) | | |

19

DATED

In the matter of the }
Instruments Act }

I,

of
in the State of Victoria,

make oath and say—

1. That the within printed and written paper is a Conditional Bill of Sale together with every Schedule or Inventory thereto annexed or therein referred to, and an attestation of the execution thereof.

2. That the said Bill of Sale was made and given on the day it bears date, namely, the day of One thousand nine hundred and

3. That I was present and did see the party in the said Bill of Sale mentioned, and whose name is signed thereto, sign and execute the same at on the said day of

One thousand nine hundred and at o'clock in the aforesaid, noon of that day

and that the said at the time of the execution by of the said Bill of Sale resided at and still resides at aforesaid, and was then and still is

4. That my name is and my usual signature is set and subscribed as the Witness attesting the execution of the said Bill of Sale and is of my proper handwriting, and that I reside at and am by occupation a

SWORN AT
in the State of Victoria this
day of One
thousand nine hundred and
Before me,

A Commissioner under the Evidence Act 19 , for taking Declarations and Affidavits.

TWENTY-NINTH SCHEDULE.

SATISFACTION PIECE.

Satisfaction is hereby acknowledged by the Soldier Settlement Commission of the Public Offices, Treasury Gardens, Melbourne of a BILL OF SALE dated the day of 19

and made between of the one part and the said Soldier Settlement Commission of the other part and Numbered in the Office of the Registrar General.

Dated the day of 19
The Common Seal of the Soldier Settlement Commission was here-
unto affixed in the presence of—

Chairman
or
Member.
Secretary.

THIRTIETH SCHEDULE.

SOLDIER SETTLEMENT COMMISSION,

VICTORIA.

Soldier Settlement Act 1946.

STOCK MORTGAGE.

This Indenture made the day of
One thousand nine hundred and
BETWEEN

(hereinafter designated "the Mortgagor " which expression shall include his executors administrators and assigns) of the one part and the SOLDIER SETTLEMENT COMMISSION of the Public Offices, Treasury Gardens,

TO
SOLDIER SETTLEMENT
COMMISSION.
Under Part of the Soldier
Settlement Act 1946.

CONDITIONAL
BILL OF SALE.

Filed in the Office of the Registrar-
General of the State of Victoria, at
Melbourne, this day
of in the
year of our Lord One thousand nine
hundred and
at the hour of o'clock
in the noon.
Deputy Registrar-General.

Melbourne (hereinafter designated "the Commission" which expression shall include its assigns) of the other part WITNESSETH that in consideration of the sum of

(hereinafter referred to as "the principal sum") lent advanced and paid by the Commission to the Mortgagor under Part of the *Soldier Settlement Act 1946* (hereinafter referred to as "the said Act") the receipt of which said principal sum the Mortgagor doth hereby acknowledge and in consideration of such further sum or sums (if any) as the Commission hereafter advances under the said Part to the Mortgagor upon the security of this Mortgage (hereinafter called "the further advances") the Mortgagor as beneficial owner doth by these presents bargain sell assign and transfer unto the Commission and its assigns ALL AND SINGULAR the live stock of the Mortgagor particularly mentioned described or set forth in the Schedule hereunder written and being the live stock now depasturing upon lands in the lawful occupation of the Mortgagor particularly mentioned or referred to in the said schedule Together with the present and future progeny and increase of the said live stock and also all other live stock of the Mortgagor which shall or may at any time and from time to time during the continuance of this security be depasturing upon the said lands whether in addition to or in substitution for all or any of the said live stock comprised in the said schedule 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 Commission and its assigns absolutely SUBJECT NEVERTHELESS to the proviso for redemption hereinafter contained PROVIDED ALWAYS that these presents are upon the express condition that if the Mortgagor shall well and truly pay to the Commission on demand the said principal sum of

and any further advances that may have been made under the said Part of the said Act and shall on every first day of the months of and in each year until such demand pay to the Commission interest on the said principal sum and further advances (if any) or on so much thereof as for the time being remains unpaid at the rate of Three pounds ten shillings per centum per annum computed from the date or the respective dates on which the principal sum or the further advances respectively are advanced and shall also duly pay to the Commission all other moneys (if any) for which the Mortgagor may become liable to the Commission under or by virtue of any of the provisions and covenants hereinafter contained and shall also duly observe and perform all and every the covenants and conditions hereinafter contained then and in such case these presents and everything herein contained shall cease and be void and thereupon the Commission shall and will at the request and cost of the Mortgagor 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 of the said principal sum of

and of any further advances 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 shall commit a breach of any or either of the covenants hereinafter contained and on his part to be observed and performed or in case the Mortgagor shall become bankrupt or 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 be lawful for the Commission or its servants or agents immediately thereupon or at any time or times thereafter without any further consent or privity of the Mortgagor to enter into and upon any farm 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 Commission 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 to buy in or rescind or vary the terms of any contract for sale of the said premises and to re-sell the said live stock or any part thereof by any of the means aforesaid without being answerable or accountable for any loss or deficiency which may be occasioned by a re-sale 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 Commission 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 principal sum of

and the further advances (if any) and all other moneys which may be due owing or payable by the Mortgagor to the Commission 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 rates 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 PROVIDED ALWAYS and it is hereby further agreed and declared by and between the said parties hereto that the Commission shall be accountable for and chargeable with only so much of the purchase money as it shall actually receive and

from the time of such receipt (notwithstanding that it may have delivered the stock sold to the purchaser and taken a mortgage to secure so much of the purchase money as shall not be actually paid) and that the Mortgagor shall still remain liable for the moneys hereby secured over and above the amount which is actually received by the Commission in cash on any such sale as aforesaid and that the receipt or receipts of the Commission or its agent 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 executors and administrators doth hereby covenant with the Commission and its assigns in manner following (that is to say) That the Mortgagor shall and will well and truly pay or cause to be paid on the respective days appointed for payment thereof to the Commission the said principal sum of

and the further advances (if any) together with interest thereon respectively in the meantime and so long as any moneys shall remain due on the security hereof at the rates and times aforesaid And that the Mortgagor will brand or mark the said live stock hereby assigned and the increase and progeny thereof with some brand or mark or other distinguishing mark different from the brand or mark of any other live stock so that the live stock issue and increase hereby assigned or intended so to be may be easily identified And the Mortgagor doth hereby give and grant to the Commission 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 Commission in such inspection will on receiving seven days' previous notice in writing from the Commission 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 Commission 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 as also the name of the principal Superintendent or Overseer.

| | |
|-----------------------------|---|
| ALL those | head of sheep more or less of mixed ages and both |
| sexes branded | and with or without other brands. |
| ALSO ALL those | head of cattle more or less of mixed ages |
| and both sexes branded | and with or without other brands. |
| ALSO ALL those | head of horses more or less of mixed |
| ages and both sexes branded | and with or without other |
| brands all of which said | are at present depasturing on the |
| farm | of the Mortgagor being |
| Crown Allotment | Section |

Parish of _____ County of _____

under his personal care and supervision Also all other and other live stock in upon about or running or depasturing on or that may be brought upon the said land belonging to or held by the said Mortgagor or that may now or hereafter be in transit thereto.

SIGNED SEALED AND DELIVERED by }
the said Mortgagor in the State of }
Victoria in the presence of— }

THE COMMON SEAL of the SOLDIER }
SETTLEMENT COMMISSION was }
hereunto affixed in the presence of— }

Chairman.
or
Member.
Secretary.

THIRTY-FIRST SCHEDULE.

DISCHARGE OF STOCK MORTGAGE.

The SOLDIER SETTLEMENT COMMISSION 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 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 SOLDIER }
SETTLEMENT COMMISSION was here- }
unto affixed, in the presence of— }
Chairman or Member }
Secretary }

THIRTY-SECOND SCHEDULE.

LIEN ON WOOL.

I, _____ of _____ in the State of Victoria
 in consideration of the sum of £ _____ bona fide value which I
 admit to have received in money and chattels from the Soldier Settlement
 Commission (hereinafter called "the Commission") under the provisions
 of Part _____ of the *Soldier Settlement Act* 1946 and of any further advances
 which may from time to time be made by the Commission under the said
 Part, do hereby give the Commission a preferable lien (to the extent of
 the sum of £ _____ and of any such further advance or advances
 and the interest hereinafter mentioned) on the wool of the ensuing clip
 to be shorn from my flock of sheep consisting in number of _____
 or thereabouts and now depasturing at _____ in
 Victoria under my superintendence IT IS AGREED that the Commission
 shall be entitled to interest on the said sum of £ _____ and on any
 further advance or advances which may be made as aforesaid at the rate
 of _____ pounds per centum per annum AND IT IS FURTHER
 AGREED that the said sheep shall be shorn by me or at my expense
 and that the wool thereof shall be delivered at _____
 Railway Station jointly in the names of the Commission and myself and
 that the Commission may sell the said wool so delivered and retain the
 expenses of sale and the moneys due to it on this security from the proceeds
 of sale.

Dated the _____ day of _____ 19 _____

Signature

Witness

Address

THIRTY-THIRD SCHEDULE.

NOTIFICATION OF SATISFACTION OF LIEN ON WOOL.

To THE REGISTRAR-GENERAL,
 MELBOURNE.

I, _____ of _____ in the State of Victoria _____ being the grantor in Wool
 Lien No. _____ of 19 _____ and the Soldier Settlement Commission
 of the Public Offices, Treasury Gardens, Melbourne, being the grantee in
 the said lien Hereby Request that you will enter satisfaction of the same
 as the moneys due thereunder have been paid.

Dated the _____ day of _____ 19 _____

Signed by the said _____

in the presence of— _____

The Common Seal of the Soldier
 Settlement Commission was here-
 unto affixed in the presence of— _____

Chairman

or

Member.

Secretary.

THIRTY-FOURTH SCHEDULE.

ASSIGNMENT OF THE PROCEEDS OF THE SALE OF
 CERTAIN PRODUCE OF A FARM.

To:—

The Soldier Settlement Commission,
 Melbourne.

In order to secure the repayment of the sum of _____ (£ _____) this day advanced
 to me by the Soldier Settlement Commission under Part _____ of
 the *Soldier Settlement Act* 1946 (the receipt of which sum I hereby
 acknowledge) and any further advances made to me by the Soldier Settle-
 ment Commission under the said part and the payment of interest on the
 said sum and the said further advances, I

of _____ in the State of Victoria as beneficial owner and for the purposes of the said Act HEREBY ASSIGN unto the Soldier Settlement Commission ALL moneys due and owing to me in respect of the sale of all the produce as follows:—

(whether such produce is now in existence or comes into existence within the period hereinafter specified) produced on my farm situate at _____

_____ from the date hereof until the repayment of the said sum and further advances (if any) and interest TO HOLD the same unto the Soldier Settlement Commission absolutely.

Dated the _____ day of _____ One thousand nine hundred and _____

Signed by the said _____

in the presence of— _____

Witness _____

THIRTY-FIFTH SCHEDULE.

SOLDIER SETTLEMENT COMMISSION.

FREEHOLD
LEASEHOLD

VICTORIA.

Soldier Settlement Act 1946.

MORTGAGE.

For Advances under Part IV. (other than to a settler under interim lease or purchase lease).

If land Freehold insert "an estate in fee simple"

or If land Leasehold insert "a leasehold estate under lease from the Crown."

I,

of

(hereinafter referred to as "the Mortgagor ") being registered or entitled to be registered as the proprietor of

in the land hereinafter described subject to the encumbrances notified hereunder in consideration of the SOLDIER SETTLEMENT COMMISSION of the Public Offices, Treasury Gardens, Melbourne (hereinafter referred to as "the Commission") having agreed to advance to the Mortgagor under Part IV. of the *Soldier Settlement Act 1946*

(hereinafter called "the said Act") by such instalments as the Commission thinks fit the sum of

(hereinafter referred to as "the principal sum") and in consideration of such further sum or sums (if any) as the Commission hereafter advances to the Mortgagor under the said Part IV. upon the security of this Mortgage (hereinafter referred to as "the further advances") Do Hereby Covenant with the Commission—

FIRSTLY.—To observe and comply with the provisions of the said Act applicable to a person who receives an advance under the said Part IV.

SECONDLY.—To pay to the Commission on demand the sum of _____ and any further advances that may have been made under the said Part IV.

THIRDLY.—Until such demand and payment in accordance therewith have been respectively made to pay to the Commission on every the first days of the months of _____ and _____ in each year interest on the said principal sum and further advances (if any) or on so much thereof as for the time being remains unpaid at the rate of Three pounds ten shillings per centum per annum computed from the date or the respective dates on which the principal sum or the further advances respectively are advanced

Provided that the Mortgagor may at any time if all instalments of interest due and payable under this Mortgage have been paid pay to the Commission any amount in respect of his outstanding liability under this Mortgage and all amounts so paid shall be placed to the credit of the Mortgagor in an account to be kept by the Commission and shall be credited from time to time with interest at the same rate per centum per annum as is payable by the Mortgagor under this Mortgage and shall be applied in such manner as the Commission determines in reduction of his liability under this Mortgage

PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that notwithstanding anything herein contained or implied if any instalment of interest or any part thereof due hereunder is not paid on the due date thereof or within thirty days thereafter or if the Mortgagor makes default in the performance or observance of any covenant on the part of the Mortgagor herein contained or implied by the Transfer of Land Acts 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 Commission 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 any other rights powers and remedies of the Commission by this Mortgage or otherwise conferred

FOURTHLY.—To at all times so long as any money shall remain hereby secured pay the rent reserved by any lease from the Crown in respect of the said land 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

FIFTHLY.—That the Mortgagor now has an indefeasible title under the *Transfer of Land Act 1928* to all and every part of the said land herein-after described subject only to the encumbrances notified hereunder

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

SEVENTHLY.—That all costs charges and payments which may be incurred or made by the Commission in the exercise or enforcement or attempted exercise or enforcement of any power right or remedy conferred upon the Commission by the said Act or by the *Transfer of Land Acts* or by this mortgage or which the Commission 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 *Transfer of Land Acts* 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 be repayable on demand and shall carry interest at the rate set out in the third covenant hereof from such time until payment thereof and the interest thereon shall be payable on the days hereinbefore appointed for the payment of instalments on account of interest

EIGHTHLY.—That the Mortgagor will duly pay all rates taxes charges impositions and assessments that may become payable in respect of the said land or any part of it as soon as the same are payable and will produce the receipts therefor to the Commission whenever required so to do and will comply with and observe all statutory provisions and all regulations and by-laws thereunder from time to time in force and binding upon owners or occupiers of land and in particular those which relate to the prevention or destruction of vermin noxious weeds or diseases of vines or other vegetation and that the Commission may do or perform or cause to be done or performed all things necessary to be done or performed in pursuance of all such provisions regulations and by-laws in the event of the Mortgagor failing to do so and the Mortgagor hereby charges the land hereinafter described with the repayment of any moneys which are from time to time expended by the Commission hereunder with interest thereon at the rate set out in the third covenant hereof

NINTHLY.—That the Mortgagor will use and manage the whole of the said land in a husbandlike manner

TENTHLY.—That the Mortgagor will reside on or in close proximity to the said land hereinafter described so as to allow of his personally working the said land

ELEVENTHLY.—That the Mortgagor will keep all buildings and other improvements of whatsoever kind on the said land in good repair and condition and if the Mortgagor shall at any time make default in any respect in the observance or performance of this covenant the Commission may from time to time enter upon the said land and do all things and pay all moneys necessary to put all such buildings fences and other improvements in such good and tenable repair as aforesaid or to otherwise make good the damage caused by such default

TWELFTHLY.—To forthwith effect an insurance with the Commission in its favour on the buildings and fences on the said land against fire or against storm and tempest or against both risks as the Commission requires for such amount or amounts as the Commission from time to time fixes and to keep such insurance in force so long as any moneys hereby secured remain owing or unpaid

And for the consideration aforesaid the Mortgagor doth hereby attorn and become tenant from to

to the Commission for or in respect of the said land at a rent equal in amount to the instalments of interest payable hereunder clear of all deductions to be paid on the days and in the manner hereinbefore provided Provided always that payment of the said interest on the days and in manner hereinbefore provided shall be deemed to be payment of the rent hereinbefore reserved in respect of the above attornment

| Crown allotment | Section | Parish of |
|-----------------|------------------------------|-----------|
| County of | particularly described in | |
| | entered in the Register Book | Volume |
| Folio | | |

The Common Seal of the Soldier Settlement Commission was hereunto affixed in the presence of—

Chairman
or
Member
Secretary

ENCUMBRANCES REFERRED TO

FURTHER CHARGE.

FURTHER CHARGE.

of (hereinafter referred to as "the Mortgagor") of the one part and the Soldier Settlement Commission of the Public Offices, Treasury Gardens, Melbourne (hereinafter referred to as "the Commission") of the other part is supplemental to a deed (hereinafter called "the principal deed") dated the _____ day of _____ and made between the One thousand nine hundred and _____ and the Mortgagor and the Commission whereby the Mortgagor mortgaged to the Commission the lands and hereditaments described in the Schedule to the principal deed to secure to the Commission the repayment of the sum of _____ pounds advanced to the Mortgagor under the provisions of Part III of the *Soldier Settlement Act 1946* (hereinafter called "the Act") and of such further sum or sums as the Commission might after the date of the principal deed advance under the said part to the Mortgagor together with interest on such sum or sums until repayment thereof AND WHEREAS the principal sum of _____ pounds is now owing under the principal deed AND WHEREAS the Mortgagor has applied to the Commission for an advance to be made to him under Part IV. of the Act of the sum of _____ pounds which the Commission has agreed to make upon having the same together with interest thereon secured in the manner hereinafter appearing NOW THIS DEED WITNESSETH that in pursuance of the said Agreement and in consideration of the further sum of _____ pounds now advanced under Part IV of the Act to the Mortgagor by the Commission (the receipt whereof the Mortgagor hereby acknowledges) the Mortgagor as beneficial owner hereby charges all the lands and hereditaments described in the Schedule to the principal deed with the payment to the Commission of the principal money and interest hereby covenanted to be paid as well as the principal money interest and other money secured by the principal deed AND the Mortgagor for himself his executors administrators and assigns hereby covenants with the Commission AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:—

1. The Mortgagor will pay to the Commission on demand the said sum
of pounds

in the presence of---

Address

1. Name of mortgagee.
2. Insert nature of encumbrance and registered number.
3. If portion of Allotment insert "part of".
4. Insert name of applicant.
5. Insert nature of encumbrance.

THIRTY-SEVENTH SCHEDULE.

No.

INSURANCE PROPOSAL.

To the Secretary,

Soldier Settlement Commission,

Public Offices, Melbourne.

Date

19

Proposal to insure under the Soldier Settlement Insurance Fund the property herein described on land held pursuant to the Soldier Settlement Acts, or in respect of which an advance has been made under the said Acts.

Allot.

Sec.

Parish

| Questions. | Building No. 1. | Building No. 2. | Building No. 3. |
|--|-----------------|---------------------------------|-----------------|
| For what purpose is building used, and by whom | | | |
| Distance from other buildings .. | | | |
| Materials used in construction of— | | | |
| Floor | | | |
| Walls { Outside | | | |
| { Inside | | | |
| Partitions | | | |
| Ceilings | | | |
| Roof | | | |
| Fireplaces and Chimneys | | | |
| Heating: If any heating apparatus other than the ordinary firestove set in brick or stone fireplace is used, describe same | | | |
| Are there any hazardous goods stored on the premises such as: Inflammable spirits or oils, turpentine, tallow, hay, straw, hemp, &c. | | | |
| Have you ever been a claimant under a Fire Insurance Policy? If so, give particulars | | | |
| What other Insurances (if any) are on the Property? | | | |
| Has the risk been declined or cancelled by any other office? If so, give full particulars | | | |
| Amount of Insurance | No. 1, £ | No. 2, £ | No. 3, £ |
| Fences—Post and Wire | | chains | |
| Post and Rail | | chains | |
| Post, Wire, and Wire Netting, or Cyclone Wire | | chains | |
| Pickets | | chains | |
| Palings | | chains | |
| Length of time fences erected .. | | Amount of Insurance (fences), £ | |

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 Soldier Settlement Commission may determine and I agree that the proposal is subject to the terms and conditions of the Commission's Insurance policy. The description of the property is correctly stated and the questions truly answered.

Signature of Proposer
Address

CONDITIONS OF POLICY.

(1) *Payment of Premiums.*—Premiums shall be due and payable on the first day of the period of insurance specified in the policy and on the first day of every subsequent year for which the policy may be renewed.

(2) *Other Insurances.*—The policy is issued on the assurance that no policy other than the policy allowed by the Commission has been effected on the risk: If any other insurance is effected hereafter on the property the

subject of the policy the same must be approved by the Commission in writing, or the person insuring shall not be entitled to any benefit from the insurance with the Commission. Where the Commission has approved of any other insurance it shall not be liable on the policy issued by it to contribute more than its rateable proportion of the loss which the property insured may sustain.

(3) *Risks Not Covered.*—The Commission 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, storm or tempest, loss or damage to property by heating or drying process, explosion (except by gas where gas is not generated), earthquakes, or other natural convulsions.

(4) *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 approved by the Commission and endorsed on the policy.

(5) *Occurrence of a Fire.*—When loss or damage through fire, storm, or tempest has occurred to the property, persons sustaining such loss or damage must immediately give notice in writing to the Commission 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 Commission, and unless such condition is strictly complied with the Commission shall not be liable under the policy.

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

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

(8) *Reinstatement.*—In the event of any loss or damage by fire, storm or tempest to the property insured the Commission 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, but any sum so expended shall not exceed the amount insured.

(9) *Subrogation of Rights.*—Should the Commission 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 Commission, do and agree to do all such acts, matters, and things as may be necessary.

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

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

THIRTY-EIGHTH SCHEDULE.

OFFICER'S REPORT.

The Secretary,

Soldier Settlement Commission.

I have this day of 19 inspected
the property proposed to be insured by on land being
Allotment Section Parish held by
him under the Soldier Settlement Acts or in respect of which an advance
has been made under the said Acts, and have to report as follows:—

| | Number of Risk. | | | |
|--|-----------------|----|----|----|
| | 1. | 2. | 3. | 4. |
| Purpose of which Building used .. | | | | |
| Value of Building | | | | |
| Distance from other Buildings .. | | | | |
| Material used in construction of— | | | | |
| • Floor | | | | |
| Walls { Outside | | | | |
| { Inside | | | | |
| Partitions (if of mixed construction, height of each material must be shown) | | | | |
| Ceilings | | | | |
| Roof | | | | |
| Fireplaces and Chimneys .. | | | | |

| | |
|---|-----------|
| FENCING. Post and Wire | Chains, £ |
| Post and Rail | Chains, £ |
| Post and Wire and Wire Netting } or Cyclone Wire | Chains, £ |
| Pickets | Chains, £ |
| Palings | Chains, £ |
| Condition of Fencing | |

GENERAL. Particulars of any other matter which might affect the insurance.

The Plan hereunder indicates the position of the buildings in relation to each other, and also shows the ground plan of each building.

Inspecting Officer.

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 the length of each portion should be indicated on the plan.

PLAN.

THIRTY-NINTH SCHEDULE.

| | | |
|--------------------------------|------------|------------------|
| No. | Name | INSURANCE BRANCH |
| For office use only. | | ACCEPTANCE FORM |
| Date | | |
| Account No. | Amount. | Receipt No. |
| Received Amount printed above. | | Date. |
| Accountant. | | |

Amounts paid at Head Office will be receipted by Cash Register in space opposite.

Cheques should be made payable to the Secretary, Soldier Settlement Commission, and need not include exchange unless drawn outside Victoria.

No. Mr.

Soldier Settlement Commission,
Melbourne, / /
Parish
or
Estate

Re Allotment Section Estate

In regard to your proposal for insurance against fire, storm and tempest, I beg to inform you that the Soldier Settlement Commission 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 pay at once the sum of £ : : , on receipt of which the Policy will be issued.

| | |
|----------------------|---|
| Dwelling | £ |
| Outbuildings | £ |
| Fencing | £ |
| Total | £ |

Secretary.

This Notice must be returned with the Remittance.

FORTIETH SCHEDULE.

INSURANCE RATES PER CENTUM.

| Nature of Risk. | I. Dwelling, Brick, Cement or Iron. | II. Dwelling, Wood, Plaster lined. | III. Dwelling, Wood, Wood- lined. | IV. Dwelling, Wood, Paper and Hessian- lined. | V. Out- buildings, Brick, Cement or Iron. | VI. Out- buildings, Wood. | VII. Fencing. |
|-----------------|---|--|---|--|--|------------------------------------|------------------|
| | s. d. | s. d. | s. d. | s. d. | s. d. | s. d. | s. d. |
| Class A | 2 0 | 5 0 | 6 6 | .. | 2 0 | 6 6 | 5 0 |
| Class B | 4 0 | 8 3 | 10 3 | 13 3 | 5 0 | 10 6 | 13 9 |
| Class C | 5 0 | 11 3 | 13 3 | 13 3 | 6 0 | 13 6 | 13 9 |

Special rate 15/3:

Brooder houses, tobacco kilns, and straw roof outbuildings.

FORTY-FIRST SCHEDULE.

COVER NOTE.

Soldier Settlement Commission,
Melbourne.

of having this
day made a proposal to the Soldier Settlement Commission for an insurance
against damage or destruction of buildings or fences by fire, storm or
tempest for the sum of £ as specified in the said proposal
dated the day of 19, the proposer is
hereby held covered pursuant to and in accordance with the Soldier
Settlement Acts, until such time as a policy is delivered or the risk is
declined by the Soldier Settlement Commission, and the insurance granted
is subject to the same terms and conditions contained in or endorsed upon
the printed forms of policy used by the said Soldier Settlement Commission
for such insurance.

Secretary.

FORTY-SECOND SCHEDULE.



Policy No.

SOLDIER SETTLEMENT COMMISSION.

FIRE, STORM AND TEMPEST POLICY.

Issued pursuant to and in accordance with the Soldier Settlement Acts.

In CONSIDERATION of the Insured named in the Schedule hereto paying to the SOLDIER SETTLEMENT COMMISSION (hereinafter referred to as "the Commission") the premium mentioned in the said Schedule the Commission agrees, subject to the provisions, terms, and conditions contained herein or endorsed hereon or otherwise expressed herein, that if after payment of the premium and before four o'clock in the afternoon of the last day of the period of insurance covered by such premium the buildings and/or fences or any part thereof described in the said Schedule be damaged or destroyed by fire, and/or storm and tempest, the amount payable to the Insured representing the value of the buildings and/or fences so damaged or destroyed shall be applied:—

- (a) to the reinstatement of the buildings and/or fences so damaged or destroyed; or
- (b) where in the opinion of the Commission it is not desirable or expedient to reinstate such buildings and/or fences—
 - (i) in liquidation or reduction of the outstanding liability of the settler purchaser or person to the Commission and paid into the State Loans Repayment Fund in reduction of the capital loan liability of the Commission; and
 - (ii) if the liquidation of such liability does not exhaust the whole of the amount payable as aforesaid, to payment of the balance thereof to such settler purchaser or person.

PROVIDED that the liability of the Commission shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total sum insured thereby, or such other sum or sums as may be substituted therefor by memorandum hereon or attached hereto signed on behalf of the Commission.

PROVIDED further that in the event of the damage or destruction of any buildings and/or fences hereby insured the amount payable to the Insured hereunder shall not exceed such sum (within the amount insured) as is or would be necessary to reinstate such buildings and/or fences.

It is hereby declared that notwithstanding anything to the contrary hereinbefore appearing, this insurance covers loss or damage by FIRE only to any FENCING hereby insured.

SCHEDULE REFERRED TO HEREIN.

Person Insured
 Amount Insured £ Premium
 From To
 Description of Buildings and Fences Insured:—

SIGNED on behalf of The Soldier Settlement Commission at Melbourne, in
 the State of Victoria, this day of
 One thousand nine hundred and

Secretary.

SOLDIER SETTLEMENT
COMMISSION.FIRE, STORM AND TEMPEST
POLICY.

Policy No.
 Person Insured
 Amount Insured £
 Premium
 Period of Insurance —
 From
 To

CONDITIONS REFERRED TO IN WITHIN POLICY.

(1) *Payment of Premiums.*—Premiums shall be due and payable on the first day of the period of insurance specified in the policy and on the first day of every subsequent year for which the policy may be renewed.

(2) *Other Insurances.*—This policy is issued on the assurance that no policy other than any policy allowed by the Commission has been effected on the risk. If any other insurance is effected hereafter on the property the subject of the policy the same must be approved by the Commission in writing or the person insuring shall not be entitled to any benefit from the insurance with the Commission. Where the Commission has approved of any other insurance it shall not be liable on the policy issued by it to contribute more than its rateable proportion of the loss which the property insured may sustain.

(3) *Risks Not Covered.*—The Commission 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, storm or tempest, loss or damage to property by heating or drying process, explosion (except by gas where gas is not generated), earthquakes, or other natural convulsions.

(4) *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 approved by the Commission and endorsed on the policy.

(5) *Occurrence of a Fire.*—When loss or damage through fire, storm or tempest has occurred to the property, persons sustaining such loss or damage must immediately give notice in writing to the Commission 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 Commission and unless such condition is strictly complied with the Commission shall not be liable under the policy.

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

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

(8) *Reinstatement.*—In the event of any loss or damage by fire, storm or tempest to the property insured the Commission 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 or storm or tempest, but any sum so expended shall not exceed the amount insured.

(9) *Subrogation of Rights.*—Should the Commission 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 Commission, do and agree to do all such acts, matters, and things as may be necessary.

(10) *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.

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

FORTY-THIRD SCHEDULE.

Soldier Settlement Acts.

In the Matter of the Soldier
Settlement Commission

and

In the Matter of
A.B.

To the Sheriff of Victoria.

Whereas the land described in the Schedule hereunder written is Crown land which pursuant to the provisions of Section 24 of the *Soldier Settlement Act 1945* has been set apart for the purposes of soldier settlement And Whereas subsequently to such setting apart as aforesaid the Soldier Settlement Commission requested the said A.B. who is in possession of the land to give up such possession but the said A.B. has refused to give up possession (or has hindered the Commission or X.Y. a person authorized by the Commission in entering upon or taking possession of the land) Now Therefore I C.D. the Attorney-General for the State of Victoria under and by virtue of the powers conferred upon me by Section twenty-five of the *Soldier Settlement Act 1945* and of all other power me so enabling Do Hereby Authorise you to enter by force if needful and with or without the aid of any person or persons whom you may think requisite to call to your assistance into and upon the said land and to eject the said A.B. and all other persons therefrom and of the said land full and peaceable possession deliver to E.F. of in Victoria an officer of the said Commission and a person who is hereby appointed to receive the same and for which this shall be a sufficient warrant.

THE SCHEDULE.

Given under my hand at the day
of 19

Attorney-General.

FORTY-FOURTH SCHEDULE.

Victoria.

SOLDIER SETTLEMENT ACTS.

SETTLEMENT INTERIM LEASE.

THIS INDENTURE is made the day of

One thousand nine hundred and BETWEEN
the SOLDIER SETTLEMENT COMMISSION (hereinafter called "the Commission" which expression shall include its successors) of the one part
and
(hereinafter called "the settler" which expression shall include his executors and administrators) of the other part WHEREAS the settler is a discharged soldier to whom has been allotted pursuant to the Soldier Settlement Acts the land hereinafter described AND WHEREAS the settlement value of the said land has been determined at the sum of
AND WHEREAS it is desired to grant to the settler a settlement interim lease of the said land NOW THIS INDENTURE WITNESSETH that in pursuance of and subject to the provisions of the Soldier Settlement Acts and in consideration of the payments hereby covenanted to be made and the covenants conditions and provisions hereinafter contained and on the part of the settler to be performed and observed the Commission DOTH HEREBY GRANT AND DEMISE unto the settler the surface and down to a depth of fifty feet below the surface of ALL THAT piece of land in the State of Victoria containing more or less being

Parish of

County of .

PROVIDED NEVERTHELESS that the settler shall be entitled to sink wells for water and to the use and enjoyment of any wells and springs of water which may at any time be upon the said land and which supply water or may hereafter supply water for domestic farming agricultural or irrigation purposes and shall have such rights with respect to such wells and springs as though the said land was held without limitation as to a depth EXCEPTING AND RESERVING unto His Majesty King George VI. his heirs and successors

- (a) All gold and silver and minerals as defined in the *Mines Act 1928* in upon or under the said land together with liberty for His said Majesty his heirs and successors and his and their agents servants lessees licensees and assigns at any time or times hereafter during the term hereby granted 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 things which may be necessary or usual in mining
- (b) (i) All petroleum as defined in the *Mines (Petroleum) Act 1935* on or below the surface of the said land and

(ii) The right of access for the purpose of searching for and for the operations of obtaining such petroleum in any part or parts of the said land and

(iii) Rights of way for access and for pipe-lines and other purposes necessary for obtaining and conveying such petroleum in the event of such petroleum being obtained in any part or parts of the said land

AND FURTHER EXCEPTING and reserving unto His said Majesty his heirs and successors the right of resumption in accordance with the provisions and conditions hereinafter expressed and contained of such part or parts of the said land as shall from time to time be required by the Governor in Council for reserves for public purposes or for the formation and construction of public roads highways bridges railways canals reservoirs or for mining purposes and also the right of appropriating any easement required for the purposes of the Water Acts or the State Electricity Commission Acts such part or parts of the said land or any easement 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 be given to the settler by the Commission.

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 *Mines Act* 1928 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 such compensation as may by law be payable by any such person for surface damage caused to the said land by reason of mining thereon shall be payable to the Commission and by it be applied in reduction of the settler's capital liability under any settlement purchase lease hereafter granted to him TO HAVE AND TO HOLD the said land unto the settler for the term of seven years from the day of the date of these presents unless sooner determined as hereinafter provided rent free during the assistance period as defined in clause 13 of the Agreement set out in the Schedule to the *Soldier Settlement Act* 1945 (hereinafter called "the assistance period") and thereafter YIELDING AND PAYING therefor unto the Commission the yearly rent of £ : : clear of all deductions payable by equal payments on the day of

the day of day of
and the day of in each year the first
of such payments to be made on the day of

One thousand nine hundred and and the settler for himself and his executors and administrators HEREBY COVENANTS with the Commission in manner following that is to say:—

1. To pay the rent hereby reserved upon the days and times hereinbefore appointed for payment thereof clear of all deductions provided that should the assistance period be extended in accordance with the said clause 13 the days and times for payment of rent shall be varied accordingly
2. During the said term to bear pay and discharge all rates taxes assessments duties impositions and outgoings whatsoever imposed or charged upon the said land or upon the owner or occupier in respect thereof or payable by either in respect thereof
3. At all times during the said term to comply with the requirements of the *Vermin and Noxious Weeds Act* 1949 or any statutory modification or re-enactment thereof or any corresponding previous enactment for the time being in force and of all regulations made thereunder
4. If so required by the Commission for the purpose of establishing shelter belts to plant suitable trees in numbers and positions to be determined by the Commission and to maintain such trees to the satisfaction of the Commission
5. At all times during the said term to keep and in the event of this lease not being succeeded by a Settlement Purchase Lease at the end of the said term or upon the sooner determination thereof to deliver up in good order and repair all buildings fences and other permanent improvements for the time being situated on the said land fair wear and tear excepted and not to destroy pull down or remove them or any part of them without the consent in writing of the Commission first had and obtained
6. Unless otherwise permitted by the Commission to reside on the said land during the whole of the said term so as to allow of his personally working the said land
7. To cultivate till and manage all such parts of the said land as shall from time to time be under cultivation in a proper and husbandlike manner and not to impoverish or waste the said land
8. Not without the consent in writing of the Commission first had and obtained to use the said land except for the class or classes of primary production notified in the *Government Gazette* in respect thereof and for which the said land has been allocated
9. If so required by the Commission to insure and keep insured against loss or damage by fire or by storm and tempest or against both such risks all buildings and all fences for the time being on the said land by a policy made out with the Commission for such an amount as the Commission may determine and to permit to be laid out if the Commission so determines all moneys which

- shall be received under or by virtue of any such policy in rebuilding or repairing any such buildings or fences so lost or damaged
10. Unless otherwise directed by the Commission to effect adequate insurance on his live stock crops and any other assets situate on the said land so as properly to protect his interest therein
 11. Not without the consent in writing of the Commission first had and obtained to cut down destroy or dispose of or permit any person to cut down destroy or dispose of any trees or timber on the said land and to preserve and maintain the trees hedges and shrubs in any plantation thereon
 12. Not at any time during the said term to transfer or assign this lease or mortgage pledge or dispose of in any way whatever the settler's interest thereunder nor shall the said land be sub-let
 13. Not without the consent in writing of the Commission first had and obtained to enter into any sharefarming agreement in relation to the said land or to agist stock thereon
 14. At all times during the said term as required by the Commission to keep open all ditches drains cuts channels water courses and works on the said land
 15. To allow any person authorized by the Commission in that behalf from time to time and at all reasonable times to enter upon the said land to ascertain whether the covenants and conditions of this lease are being performed and observed by the settler and forthwith (so far as the settler is liable) to execute all repairs and works required to be done by written notice given by the Commission and if the settler shall not within ten days after service of such notice or within such further period as the Commission may allow commence and proceed diligently with the execution of the repairs and works mentioned in such notice the Commission may without prejudice to its rights hereunder for the breach of covenant on the settler's part enter upon the said land and execute such repairs and works and the cost thereof shall be a debt due from the settler to the Commission and shall be recoverable as rent due and payable under this lease
 16. If at any time the Commission in pursuance of the powers given to it by section seventy-seven of the *Soldier Settlement Act 1946* or if any statutory body whatsoever under powers in that behalf conferred on it by Statute now or hereafter in force declares any area of which the said land forms part to be a drainage district to permit the Commission or such statutory body as the case may be to enter upon the said land and to carry out thereon any capital works for the drainage of such district including the enlargement development or improvement of any existing works thereon and to repair and maintain such works
 17. Not to carry on the said land stock in excess of the number determined from time to time by the Commission
 18. To carry out such work as may be required by the Commission to further develop or improve the said land
 19. To account for and when required so to do to pay to the Commission in accordance with section eighty-two of the *Soldier Settlement Act 1946* the net proceeds received and obtained from the said land during the assistance period
 20. During the said term to comply with and make all payments required by the provisions of all securities which he may give or may have given to the Commission to secure any advance or any advances made or which may be made to him by the Commission
 21. To punctually pay to the Commission or other statutory body any amount owing by him in respect of the capital cost of or any maintenance charge in relation to drainage works carried out as aforesaid
 22. To observe perform fulfil and be bound by the stipulations conditions covenants and provisions (if any) contained in the schedule hereto

IT IS HEREBY AGREED between the parties hereto:—

- (a) That if any rent hereunder or any part thereof shall at any time be in arrear for thirty days (whether formally demanded or not) or if the settler has given any false evidence or made any false statement in connexion with any application for land settlement pursuant to the *Soldier Settlement Acts* or if he refuses without sufficient excuse to carry out any undertaking in writing to assist with the development improvement or maintenance of the said land which he has given to the Commission or if he shall become bankrupt or shall assign his estate or any part thereof for the benefit of his creditors or if he has incurred liabilities which in the opinion of the Commission he will not have a reasonable prospect of meeting or if any covenant on the settler's part or any condition herein contained shall not be performed or observed then and in any of the said cases the Commission may under and subject to the provisions of section forty-one of the *Soldier Settlement Act 1946* forfeit this lease but without prejudice to any right of action of the Commission in respect of any antecedent breach of the settler's covenants herein contained
- (b) That the demand for or acceptance of any rent due hereunder by or on behalf of the Commission subsequently to a breach of any covenant or condition of this lease (whether such rent shall have become due before or after such breach) shall not

- be deemed a waiver of such breach notwithstanding that the Commission or the person receiving such rent had knowledge of such breach
- (c) That if at any time after the date hereof and during the said term further moneys are expended by the Commission in developing and improving the said land the Commission may from time to time increase the Settlement Value recited herein and the liabilities of the settler hereunder shall be increased accordingly
 - (d) That if at any time after the date hereof and during the said term there is found to be an error in the area herein mentioned the Commission shall make the necessary adjustment of the Settlement Value and the settler's obligations shall be varied accordingly as from the commencement of this lease
 - (e) That subject to sub-section 3 of section twenty-seven of the *Soldier Settlement Act 1946* and so long as the settler complies with all the terms covenants and conditions of this lease he shall be granted a Settlement Purchase Lease of the said land under the Soldier Settlement Acts in substitution therefor
 - (f) That any notice required to be given to the settler pursuant to this Lease may be served upon the settler either personally or by sending the same through the post in a pre-paid registered letter addressed to him at the demised premises

SCHEDULE HEREINBEFORE REFERRED TO

IN WITNESS WHEREOF the Soldier Settlement Commission hath hereunto affixed its Common Seal and the settler hath hereunto set his hand and seal the day and year first hereinbefore written

The Common Seal of the SOLDIER
SETTLEMENT COMMISSION was
hereunto affixed in the presence of—

Chairman
or
Member
Secretary

Signed Sealed and Delivered by the }
settler in the presence of— }
Witness to Signature—

Dated 19

SOLDIER SETTLEMENT
COMMISSION

with

SETTLEMENT INTERIM LEASE

Under the Soldier Settlement Acts

LOT

ESTATE

SOLDIER SETTLEMENT
COMMISSION

And the Honorable Albert Eli Lind, His Majesty's Commissioner of Crown Lands and Survey for the State of Victoria, shall give the necessary directions herein accordingly.

A. MAHLSTEDT,
Clerk of the Executive Council.