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WEDNESDAY, AUGUST 1.

[1951

AGRICULTURAL COLLEGES ACTS.

At the Executive Council Chamber, Melbourne, the twenty-fourth day of July, 1951.

PRESENT:

His Excellency the Governor of Victoria.

Mr. Inchbold
Mr. Harvey

Mr. Brose.

REGULATIONS UNDER THE AGRICULTURAL COLLEGES ACTS.

IN pursuance of section 15 of the Agricultural Colleges Acts and all other powers him thereunto enabling, His Excellency the Governor of the State of Victoria, by and with the advice of the Executive Council thereof, doth hereby make the following Regulations:—

REGULATIONS, PURSUANT TO SECTION 15, AGRICULTURAL COLLEGES ACTS.

1. These Regulations may be cited as the Agricultural Colleges Leases and Grants Regulations 1951, and shall come into operation upon publication thereof in the *Government Gazette*.

AGRICULTURAL COLLEGE LEASES.

2. Demises renewed in pursuance of section 5 (c) of the *Agricultural Colleges Act 1944* shall be termed Agricultural College Leases and shall be in the form of Schedule 1 hereto, subject to the insertion of such other conditions, reservations, or restrictions as the Board of Land and Works (hereinafter referred to as the Board) thinks fit.

The fee for preparation of every such lease shall be £2.

A copy of every such lease shall be retained in the office of the Board.

ASSIGNMENTS OF AGRICULTURAL COLLEGE LEASES.

3. Applications for the consent of the Board to assign such lease shall be made in the form of Schedule 2 hereto and lodged with the Secretary for Lands, together with a copy of the contract of sale duly signed by the assignor and assignee.

When the Board is satisfied that the application should be allowed, the assignment of the lease shall then be made in the form of Schedule 3 hereto and both copies of the lease shall be endorsed accordingly in the form of Schedule 4 hereto.

The fee payable for each such consent shall be £2.

MORTGAGES OVER AGRICULTURAL COLLEGE LEASES.

4. Application for the consent of the Board to the registration of a mortgage over any such lease shall be made in the form of Schedule 5 hereto and shall be lodged with the Secretary for Lands, together with a copy of the mortgage deed, setting out details of the amount of money to be secured as well as the period and terms of repayment.

After approval of the application the Board shall cause both copies of the lease to be endorsed in the form of Schedule 6 hereto.

The fee payable for endorsement of each such consent shall be £2.

PURCHASE LEASE, PURSUANT TO AGRICULTURAL COLLEGES ACT 1944.

5. Applications to obtain such a lease shall be made to the Secretary for Lands on the form of Schedule 7 hereto and no such application shall be considered unless it is completed in every respect.

When it has been determined that an applicant is eligible to receive such a lease, he shall be called upon to pay one year's rental, based on the purchase price and repayment terms as determined by the Board, together with a fee of £2 for preparation of the lease.

The Board may thereupon recommend to the Governor in Council that a lease be issued accordingly and such lease shall be in the form of Schedule 8 hereto, subject to the insertion of such conditions, reservations, and restrictions as the Governor in Council directs. The term for repayment of the purchase money shall not exceed a period of twenty years.

Every such applicant shall, where deemed necessary, be required to pay a fee for survey of the land comprised in his lease, at a rate to be fixed by the Surveyor-General.

Applications for consent of the Board to assign any such lease or to register a mortgage over any such lease shall be made in form of Schedules 2 and 5 hereto respectively and the respective certificates of consent shall be issued under the seal of the Board of Land and Works in the form of Schedules 9 and 10 hereto respectively.

On completion of the payment of the purchase money so fixed, the holder of the lease for the time being shall be entitled to receive a Crown grant, which shall be in the form of Schedule 11 hereto, subject to the insertion of such other covenants, conditions, exceptions, and reservations as the Governor in Council directs.

CROWN GRANT IN FEE-SIMPLE.

6. Applications by the holder of an Agricultural College Lease to obtain a Crown grant in fee-simple shall be made to the Secretary for Lands in the form of Schedule 7 hereto and no such application shall be considered unless it is completed in every respect.

When the Board is satisfied that an applicant is eligible and entitled to receive a Crown grant, he shall be called upon to pay the amount of purchase money fixed by the Board, together with a fee for preparation of the Crown grant, as prescribed in the regulations under the Land Acts.

The Board shall thereupon recommend to the Governor in Council that the Crown grant be issued and it shall be in the form of Schedule 11 hereto, subject to the insertion of such other conditions, reservations, and restrictions as the Governor in Council directs.

Every applicant shall also be required to pay a fee for survey of the land so granted and the fee for same shall be at the rate fixed by the Surveyor-General.

SUBLETTING.

7. Applications for the consent of the Board to sublet an area held under an Agricultural College Lease or a Purchase Lease, pursuant to these Regulations, shall be made in the form of Schedule 12 hereto and the consent of the Board shall be issued in the form of Schedule 13 hereto.

The fee payable for each such consent shall be £1.

SURVEY.

8. The boundaries of every allotment disposed of pursuant to the Agricultural Colleges Acts, either by purchase lease or by Crown grant in fee-simple, shall be marked on the ground in the manner provided for survey of areas disposed of under the Land Acts and the regulations for survey as prescribed under the Land Acts shall apply to all surveys of land disposed of in pursuance of the Acts first mentioned in this clause.

When marking the boundaries of any lands referred to in these Regulations, the Surveyor-General is hereby empowered to direct that any adjustment found necessary in any public interest whatsoever shall be made and no compensation shall be made to any person as a result of such adjustment.

RESUMPTIONS FOR PUBLIC PURPOSES.

9. The whole or any portion of lands demised under an Agricultural College Lease may be resumed on behalf of His Majesty the King by the Board for any of the purposes mentioned in section 14 of the *Land Act 1928*, or any amendment thereof.

In the event of any such resumption, the relative lease shall be amended accordingly and the rental shall be appropriately reduced.

SCHEDULE OF FORMS PRESCRIBED HEREIN.

10. (1) Agricultural College Lease.
- (2) Application for Consent to Assign.
- (3) Acceptance of Assignment by Assignor and Assignee.
- (4) Endorsement of Assignment of an Agricultural College Lease.
- (5) Application for Consent to Mortgage.
- (6) Endorsement of Mortgage of an Agricultural College Lease.
- (7) Application for Crown Grant or Purchase Lease.
- (8) Purchase Lease.
- (9) Certificate of Consent to Assign a Purchase Lease.
- (10) Certificate of Consent to Mortgage a Purchase Lease.
- (11) Crown Grant of Land held under the Agricultural Colleges Acts.
- (12) Application for Consent to Sublet a Purchase or Agricultural College Lease.
- (13) Consent to Sublet.

FEEs.

	£	s.	d.
11. For preparation of Agricultural College Lease ..	2	0	0
For consent to assign Agricultural College Lease ..	2	0	0
For consent to mortgage Agricultural College Lease ..	2	0	0
For preparation of Purchase Lease ..	2	0	0
For consent to assign Purchase Lease ..	2	0	0
For consent to mortgage Purchase Lease ..	2	0	0
For consent to sublet Purchase Lease ..	1	0	0
For application for a Purchase Lease or Crown grant in fee-simple ..	0	5	0
For discharge of mortgage of an Agricultural College Lease ..	0	12	6
For preparation of Crown grant, to be as prescribed in the regulations under the Land Acts.			

SCHEDULE 1.

THIS INDENTURE made the _____ day of _____ One thousand nine hundred and _____ between The Board of Land and Works (hereinafter called the "Board") of the one part and _____ of _____ (hereinafter called "the lessee") of the other part. Whereas the land hereinafter described was at the commencement of the *Agricultural Colleges Act 1944* (hereinafter called the Principal Act) held by the lessee pursuant to a demise by the trustees mentioned in the Principal Act. And whereas the Principal Act provides that any such demise may from time to time be renewed subject to the provisions of the *Agricultural Colleges Act 1928* and the regulations thereunder as in force immediately before the commencement of the Principal Act with such modifications of those provisions as are prescribed by regulations made under the Principal Act. And whereas the Principal Act further provides that for the purposes of such renewal the Board shall be deemed to be the successor in law of the said trustees. And whereas the Governor in Council has pursuant to the Principal Act made certain

regulations prescribing (*inter alia*) the terms and conditions upon which the Board may renew any such demise and the Board has in pursuance thereof agreed to renew the said demise. Now this indenture witnesseth as follows:—

1. In consideration of the rent hereby reserved and the covenants and conditions herein contained and on the part of the lessee to be observed and performed the Board does by these presents grant and demise unto the lessee the surface and down to a depth of fifty feet below the surface of all that piece of land in the said State containing

acres
roods and perches
more or less situate in the Parish of
County of
delineated on the plan drawn in the margin
hereof and therein coloured yellow. Provided
that the lessee shall have the right to sink wells
and to the use and enjoyment of wells and
springs described in sub-section (2) of section
294 of the *Land Act* 1928.

Reserving unto His Majesty the King His heirs and successors—

- (a) all gold silver and minerals as defined in the *Mines Act* 1928 in upon or under and within the boundaries of the said land;
- (b) free liberty and authority for Him and them and His and their servants agents lessees licensees and assigns at any time or times hereafter 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 work and to do any other things which may be necessary or usual in mining;
- (c) (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 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;
- (d) the use of all such parts of the said land as shall be required for making roads railways dams reservoirs basins aqueducts or drains over in upon under or through the said land with full and free right of ingress egress and regress into out of and upon the said land for these purposes; and
- (e) all live timber trees and other trees at any time growing on the said land with full and free right and liberty to the Board its servants agents workmen and other persons authorized by it to enter in and upon the said land or any part thereof with or without horses or other animals carts or other carriages to cut timber on the said land and to remove and carry away the same therefrom;
- (f) the right to resume for any of the purposes mentioned in section 14 of the *Land Act* 1928 or any amendment thereof the whole or any portion of such land without compensation but the rental of the remainder of the land demised (if any) during the unexpired portion of the term hereby granted shall be reduced proportionately

To hold the said land unto the lessee from the day of in the year of our Lord One thousand nine hundred and for the term of years for agricultural and grazing purposes only. Yielding and paying therefor unto the Board during the first ten years of the said term the yearly rent of and thereafter such rent as the Board shall fix in accordance with the first proviso to paragraph (c) of section 5 of the *Principal Act* and the rent under this lease for the time being shall be payable in advance (clear of all deductions) by equal quarterly instalments on the day of the day of the day of in each year the first payment to be made on the of One thousand nine hundred and. Provided always that the Board shall in writing notify the lessee of any alteration in the amount of the rent payable hereunder and if the lessee desires to discontinue this lease he may within one month after being so notified apply in writing for permission to surrender this lease and the Board may if it thinks fit grant permission subject to such conditions as it thinks fit.

2. The lessee for himself and his assigns doth hereby covenant with the Board in manner following that is to say:—

- (1) That he will pay the rent hereby reserved upon the days hereinbefore appointed for payment thereof clear of all deductions.
- (2) And will during the said term pay all existing and future rates assessments and taxes for the time being payable in respect of the said land.
- (3) And will preserve all live timber or other trees on the said land except those which the Board shall permit to be destroyed felled or grubbed out.
- (4) And will in the event of his cultivating the said land during the said term cultivate and manage the same according to the most approved system of agriculture.

- (5) And will during the said term maintain and keep in good repair all buildings and other improvements on the said land and if called upon so to do insure and keep insured in the name of the Board against loss or damage by fire storm or tempest in some insurance office approved by the Board to such amount as it may determine all or any of such improvements.
- (6) And will observe perform and comply with the requirements of the *Vermin and Noxious Weeds Act* 1949 or any other Act or Acts of the Parliament of Victoria relating to the suppression or destruction of vermin and noxious weeds.
- (7) And will permit any person appointed in that behalf by the Board at any time to enter upon the said land to ascertain whether the conditions and covenants of this lease are being performed by the lessee.
- (8) And shall not do or permit or suffer to be done any act whereby the water in any dams reservoirs basins or aqueducts on the said land may be polluted or contaminated or whereby any such dams reservoirs basins or aqueducts may be injured but will at all times use his best endeavours to conserve the purity of the water therein and to prevent injury and damage to the property of His said Majesty.
- (9) And shall not assign sublet set over mortgage charge subdivide part with or encumber this lease or the possession of the said land or any portion thereof without the previous consent of the Board signified in writing and the provisions of section 144 of the *Property Law Act* 1928 are hereby expressly negatived.
- (10) And shall not authorize any other person to fell ring injure destroy grub out or cut down any live timber or other trees in or upon the said land unless with the sanction of the Board signified in writing.
- (11) And will observe perform and fulfil or cause to be observed performed and fulfilled the covenants conditions stipulations and provisions which are contained in the Schedule hereto.

3. It is hereby agreed as follows:—

- (1) That the said land 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 last-mentioned Act and to erect and to occupy mining plant and machinery thereon in the same manner and under the same conditions and provisions as those to which such person would for the time being be entitled to mine for gold and silver in and upon Crown lands Provided that compensation shall be paid to the lessee by such person for surface damage to be done to the said land by reason of mining thereon such compensation to be determined as provided for the time being by law and the payment thereof to be a condition precedent to such right of entry.
- (2) That should the lessee with the consent of the Board erect any buildings on the said land the lessee at the end of the said term or within one month therefrom shall provided that he shall not have committed any breach of the covenants conditions or provisions herein contained and on his part to be observed or performed have the right to remove the said buildings and the lessee shall remove them or forfeit all claim to them if not removed within the time above mentioned.
- (3) That at the expiration or sooner determination of the said term all substantial and permanent improvements (other than buildings referred to in the preceding sub-clause) on the said land shall thereupon become the absolute property of the Board and the lessee shall not be entitled to any compensation whatsoever for any substantial and permanent improvements as aforesaid but the Board may at its discretion make an allowance in favour of the lessee with respect to any or all of such improvements.
- (4) That if the lessee shall at any time during the said term become or be made bankrupt or shall assign his estate for the benefit of his creditors or if the lessee shall fail to use the said land bona fide for the purposes for which the same has been demised respectively or use the same for any other purpose or if and whenever any part of the rent hereinbefore reserved shall be in arrear for one week whether the same shall have been demanded or not or if and whenever there shall be a breach by the lessee of any of the covenants conditions and provisos herein contained and on the part of the lessee to be observed and performed then and in any such case it shall thereupon be lawful for the Board to declare this lease to be forfeited and then the Board by its officers duly appointed may without any demand enter forthwith into and upon any part of the said land in the name of the whole and the same to repossess and enjoy as fully and effectually as if these presents had not been made and executed.
- (5) That in the construction of these presents the expression "the lessee" shall have one or other of the following meanings (as the case may require) namely:—
 - (a) if the lessee be an individual—the said expression shall be deemed to include the executors administrators and permitted assigns of the said individual;

(b) if the lessee comprise more than one person—the said expression shall be construed as referring jointly and severally to all and each of the persons who constitute the lessee and shall be deemed to include the executors administrators and permitted assigns of each of the said persons.

In witness whereof the parties hereto have executed these presents the day and year first above written.

THE SCHEDULE HEREINBEFORE REFERRED TO.

These presents are upon this further condition that where in the opinion of the Board it is expedient to do so the Forests Commission may be authorized to enter upon the said land and to enclose with a fence such portion or portions thereof as may be deemed necessary for the purpose of protecting the re-generation growth of trees.

The Common Seal of The Board of Land and Works was hereunto affixed the
day of _____ in the year
of our Lord One thousand nine hundred
and _____ in the
presence of—

President.
Member.

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

Lessee to
sign here

(L.S.)

SCHEDULE 2.

Agricultural Colleges Acts.

Corr. No.

A.C.

APPLICATION FOR CONSENT TO ASSIGN AN AGRICULTURAL
COLLEGE LEASE OR A PURCHASE LEASE.

I, (full name)
being the holder of a lease for a term of _____ years from the
day of _____ 19 ____ of
Allotment _____ Section _____ Parish of _____
under the Agricultural Colleges Acts, and having paid all rents and dues
and having otherwise complied with all covenants and conditions of the
said lease, hereby apply for the consent of the Board of Land and Works
to the assignment of the said lease to—
(Full name)
(Address)
(Occupation)

The consideration to be paid to me for such assignment is £
(Signature)

And I, the said
declare that I am fully conversant with the covenants and conditions of the
said lease, and I hereby agree to accept the assignment of the lease for the
unexpired residue thereof and undertake on the approval of the application
to pay all rents and charges on the due dates and otherwise to comply with
all the covenants and conditions of the lease, and will submit evidence in
support of my ability to do so when required.

(Signature)

A copy of the Contract of Sale Agreement between the parties must
accompany this application.

SCHEDULE 3.

Agricultural Colleges Acts.

Corr. No.

A.C.

ASSIGNMENT OF AN AGRICULTURAL COLLEGE LEASE.

I, (full name)
of (address)
being the holder of a lease issued under the Agricultural Colleges Acts for
a term of _____ years, from the _____ day
of _____ 19 ____ for Allotment _____ Section _____
Parish of _____ in consideration of the sum of _____
paid to me by

(Full name)
(Address)
(Occupation)

do hereby assign my interest in the said lease to the said

Dated this _____ day of _____ 19 ____

Signed in Victoria by the said
in the presence of—

And I, the said _____ do hereby accept
the above assignment of the said lease and undertake to pay the rent
reserved in such lease on the due dates and to abide by, observe, and
perform all the covenants, terms, and conditions contained in the said lease
and on the lessee's part to be performed and observed.

Signed in Victoria by the said
in the presence of—

The Board of Land and Works hereby consents to the assignment of the
above-mentioned lease by the said parties.

Dated the _____ day of _____

19 ____

President.
Member.

SCHEDULE 4.

ENDORSEMENT OF ASSIGNMENT ON AN AGRICULTURAL
COLLEGE LEASE.

Assignment of this lease to
of
has been approved by the Board of Land and Works on
Vide Corr. A.C.

Signed

Deeds and Securities Branch,
Department of Lands and Survey.

SCHEDULE 5.

Agricultural Colleges Acts.

Corr. No.

APPLICATION FOR CONSENT TO MORTGAGE A PURCHASE
LEASE OR AN AGRICULTURAL COLLEGE LEASE.

I, _____ of _____
being the holder of a lease for a term of _____ years from
the _____ day of _____ 19 _____ of _____
roods _____ perches, being Allotment _____

Section _____ Parish of _____ having paid all
rents, rates, and other charges and having otherwise complied with all the
covenants and conditions of the said lease, hereby apply for the consent of
the Board of Land and Works to register a mortgage over the said lease.

My reasons for wishing to register such mortgage are:—

Name of mortgagee

Amount of mortgage

Repayable in (a)

years by (b)

instalments of £ _____ with interest at the rate of _____ per cent.

per annum on the balance outstanding from time to time.

Signature

Date

Witness to applicant's signature

(a) Quote number of years.

(b) Whether quarterly, half-yearly, or yearly.

SCHEDULE 6.

ENDORSEMENT OF MORTGAGE ON AN AGRICULTURAL
COLLEGE LEASE.

Mortgage by _____ to _____
Approved by the Board of Land and Works on
Vide Corr. A.C.

Signed

Deeds and Securities Branch,
Department of Lands and Survey.

SCHEDULE 7.

Agricultural Colleges Acts.

Corr No.

APPLICATION FOR CROWN GRANT.
PURCHASE LEASE.

I, _____ of _____
in the State of _____ being the holder of an Agricultural
College Lease for a term of _____ years from
with respect to an area of _____ acres
perches, being Allotment _____ Section _____ Parish of _____ roods
County of _____, hereby make application for a
Crown Grant Purchase Lease with respect to such area.

Stamp

5/-

Duty.

Signature

Date

Applicants not to write on this portion.

Recommended that the land referred to herein be deemed to
constitute or form an essential part of the applicant's farm or that
such land is essential to his farming operation.

Recommended to the Board of Land and Works that a
Grant in fee-simple be issued with respect to Allotment
Purchase Lease

Section _____ Parish of _____ acres
roods _____ perches _____ at a purchase
price of £ _____

Approved by Governor in Council.

Order in Council dated

Approved by Board.

I, _____, hereby declare that the statements in reply to the questions hereto are true and correct in every particular.

Questions	Statements in reply																		
1. Full particulars of all land owned by the applicant other than the area applied for herein	<table border="0"> <tr> <td>Allotments</td><td>Section</td></tr> <tr> <td>Parish</td><td></td></tr> <tr> <td>Area</td><td></td></tr> <tr> <td>Market valuation at current date</td><td></td></tr> <tr> <td>Purpose for which such land is used</td><td></td></tr> </table>	Allotments	Section	Parish		Area		Market valuation at current date		Purpose for which such land is used									
Allotments	Section																		
Parish																			
Area																			
Market valuation at current date																			
Purpose for which such land is used																			
2. Particulars of all land owned by applicant's wife husband:	<table border="0"> <tr> <td>Allotments</td><td>Section</td></tr> <tr> <td>Parish</td><td></td></tr> <tr> <td>Area</td><td></td></tr> <tr> <td>Market valuation at current date</td><td></td></tr> <tr> <td>Purpose for which such land is used</td><td></td></tr> </table>	Allotments	Section	Parish		Area		Market valuation at current date		Purpose for which such land is used									
Allotments	Section																		
Parish																			
Area																			
Market valuation at current date																			
Purpose for which such land is used																			
3. Particulars of all land owned by applicant's children	<table border="0"> <tr> <td>Allotments</td><td>Section</td></tr> <tr> <td>Parish</td><td></td></tr> <tr> <td>Area</td><td></td></tr> <tr> <td>Market valuation at current date</td><td></td></tr> <tr> <td>Purpose for which such land is used</td><td></td></tr> </table>	Allotments	Section	Parish		Area		Market valuation at current date		Purpose for which such land is used									
Allotments	Section																		
Parish																			
Area																			
Market valuation at current date																			
Purpose for which such land is used																			
4. Age of applicant, also number, age and sex of each child.																			
5. Applicant's valuation of all improvements on the area applied for.	<table border="0"> <tr> <td>Buildings (state nature of same)</td><td>£</td></tr> <tr> <td>Fencing (state chainage)</td><td>£</td></tr> <tr> <td>Pasture—</td><td>acres value at £</td></tr> <tr> <td>Orchard—(state variety)</td><td>acres</td></tr> <tr> <td>valued at £</td><td></td></tr> <tr> <td>Grading—</td><td>acres valued at £</td></tr> <tr> <td>Channelling—</td><td>chains valued</td></tr> <tr> <td>at £</td><td></td></tr> <tr> <td>Other improvements—</td><td>£</td></tr> </table>	Buildings (state nature of same)	£	Fencing (state chainage)	£	Pasture—	acres value at £	Orchard—(state variety)	acres	valued at £		Grading—	acres valued at £	Channelling—	chains valued	at £		Other improvements—	£
Buildings (state nature of same)	£																		
Fencing (state chainage)	£																		
Pasture—	acres value at £																		
Orchard—(state variety)	acres																		
valued at £																			
Grading—	acres valued at £																		
Channelling—	chains valued																		
at £																			
Other improvements—	£																		
6. What other sources of income are enjoyed by applicant and/or his spouse. Full particulars must be supplied.																			
7. The grounds on which applicant considers that the area referred to herein constitutes an essential part of his farm or essential to his farming operations.																			

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

Declared at

in the State of Victoria this

day of 19

before me

Justice of the Peace
Commissioner for taking Declarations
and Affidavits.

Applicant's Name

Statement of Assets.		—
Land	acres	Value £
Stock—Sheep		
Cattle		
Horses		
Other		
Machinery		
Implements, etc. }		
Cash in hand		
Cash in	Bank	
Details of other Assets		

TOTAL —

STATEMENT OF LIABILITIES.

(Supply full details)

TOTAL—

Signature of Applicant

Entered in the Register Book, volume folio
Assistant Registrar of Titles.

Agricultural Colleges Act 1944.

1. In consideration of the payments hereby covenanted to be made and the covenants conditions and provisions herein contained and on the part of the lessee to be observed and performed His Majesty doth by these presents grant and demise unto the lessee the surface and down to a depth of fifty feet below the surface of all that piece of land in the said State being allotment of section County containing more or less and shown with the measurements and abutments thereof in the plan drawn in the margin of these presents and thereon coloured yellow

- (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 Majesty His heirs and successors and His and their agents servants lessees licensees and assigns at any time or times hereafter during the said term to enter upon the said land and to search and mine therein or thereon for gold silver and minerals as aforesaid and to extract and remove therefrom any such gold silver and minerals and for the purposes aforesaid to sink shafts make drives erect machinery and carry on any works and do any other things which may be necessary or usual in mining.
- (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
- (c) (i) subject to the payment or allowance of compensation as provided by regulations under the Act the right of resumption 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 the right of appropriating any easement required for the purposes of the Water Acts or the State Electricity Commission Acts.
- (ii) any part or parts of the said land required to be resumed as aforesaid shall be described by proclamation in that behalf in the *Government Gazette* and shall also be described in a written notice of resumption given to the lessee by the Board by sending the same through the post addressed to the lessee at his address before mentioned.

To have and to hold the said land unto the lessee for the term of years from the date of these presents unless sooner determined as hereinafter provided yielding and paying for the same unto the Board on behalf of His Majesty His heirs and successors during the said term the sum of (being the purchase money determined by the Board as aforesaid) by way of rent by half-yearly instalments of £ each on the first day of the months of and in each year of which half-yearly instalments the first shall be paid on the first day of the month of One thousand nine hundred and

2. The lessee doth hereby covenant with His Majesty His heirs and successors and with the Board in manner following (that is to say):—

- (1) To pay the reserved rent on the days and in the manner aforesaid.
- (2) To bear pay and discharge all existing and future 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) Forthwith from time to time upon receipt of a notification in writing from the Board requiring him so to do to enclose with a suitable and substantial fence of a kind indicated in the notification the whole or such part or parts of the said land as may be indicated in any such notification.
- (4) 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 for the time being in force and of all regulations made thereunder.
- (5) To erect and maintain on the said land such substantial and permanent improvements for the adequate and efficient working thereof as the Board may by notice in writing require to be erected and at all times during the said term to 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 and tempest alone excepted and not to destroy pull down or remove them or any part of them without the consent in writing of the Board first had and obtained.
- (6) If required by the Board so to do to insure and keep insured in the name of the Board against loss or damage by fire storm or tempest all buildings and against loss or damage by fire all fences for the time being on the said land for such an amount as the Board may determine in an insurance office approved by the Board.
- (7) Not to assign mortgage sublet or part with the possession of the whole or any part of the said land without the consent of the Board under its seal first had and obtained it being a condition of these presents that if the Board is satisfied that all the covenants and conditions hereof have been complied with the lessee may with the consent aforesaid and subject to such conditions as the Board may require assign mortgage or sublet the whole or any part of the said land and the provisions of section 144 of the *Property Law Act 1928* are hereby expressly negatived.
- (8) To allow any person or persons appointed by the Board in that behalf from time to time and at any time to enter upon the said land to ascertain whether the covenants and conditions hereof are being performed and observed by the lessee.
- (9) If any instalment hereunder is not paid on the due date or within thirty days thereafter to pay interest thereon at the rate of five per centum per annum from the date on which it became due to the date of payment thereof.
- (10) To observe perform fulfil and be bound by the stipulations conditions covenants and provisions (if any) contained in the Schedule hereto.

3. It is hereby agreed between the parties hereto—

- (a) That the said land 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 that Act and to erect and occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those to which such person would for the time being be entitled to mine for gold and silver in and upon Crown lands Provided that compensation shall be paid to the lessee by any such person for surface damage to be done to the said land by reason of mining thereon such compensation to be determined as provided by law and the payment thereof to be a condition precedent to such right of entry.
- (b) That if any instalment hereunder or any part of such instalment shall at any time be in arrear for thirty days (whether formally demanded or not) or if any covenant on the lessee's part herein contained shall not be performed or observed then and in any of the said cases the Board may by any Crown lands bailiff or by any other agent or officer authorized by it in that behalf re-enter upon the said land or any part thereof in the name of the whole and thereupon this demise shall absolutely determine and be forfeited but without prejudice to any right of action of His Majesty or of the Board in respect of any antecedent breach of the lessee's covenants herein contained.
- (c) That the demand for or acceptance of any instalment due hereunder or interest due thereon by or on behalf of the Board subsequently to a breach of any covenant or condition of these presents (whether such instalment shall have become due before or after such breach) shall not be deemed a waiver of such breach notwithstanding that the Board or the person receiving such instalment had knowledge of such breach.

(d) That if the full amount of the purchase money determined by the Board as aforesaid is paid by the lessee to the Board and it is satisfied that otherwise the covenants and conditions hereof have been complied with a Crown grant for the said land may be issued subject to such covenants conditions exceptions and reservations as the Governor in Council may direct.

(e) That in the construction of these presents the expression "the lessee" shall have one or other of the following meanings (as the case may require) namely:—

if the lessee be an individual—the said expression shall be deemed to include the executors administrators and permitted assigns of the said individual; or

if the lessee comprise more than one person—the said expression shall be construed as referring jointly and severally to all and each of the persons who constitute the lessee and shall be deemed to include the executors administrators and permitted assigns of each of the said persons.

SCHEDULE HEREINBEFORE REFERRED TO.

In witness whereof His Excellency

Governor of the said State and its Dependencies hath on behalf of His Majesty the King caused this demise to be sealed with the seal of the said State on the _____ day of _____

One thousand nine hundred and _____ and The Board of Land and Works hath hereunto affixed its Common Seal.

The Common Seal of The Board of Land and Works was hereunto affixed the _____ day of _____

19 _____ in the presence of—

President.

Member.

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

Lessee
to sign
here.

(L.S.)

Witness to sign here

SCHEDULE 9.

Agricultural Colleges Acts.

CERTIFICATE OF CONSENT OF THE BOARD OF LAND AND WORKS TO ASSIGN A PURCHASE LEASE.

Department of Crown Lands and Survey,
Melbourne,

THIS IS TO CERTIFY that The Board of Land and Works has consented to the assignment by

of

of the Purchase Lease, Vol. _____ Fol. _____ for the surface and down to a depth of fifty feet below the surface of Allotment

Section _____ Parish of _____

County of _____ containing _____ acres _____ roods _____ perches

more or less to

of.

The common seal of the Board of Land and Works was hereunto affixed, this _____ day of _____ 19 _____

in the presence of—

President.

Member.

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

SCHEDULE 10.

Agricultural Colleges Acts.

No. of Certificate

CERTIFICATE OF CONSENT OF THE BOARD OF LAND AND WORKS
TO THE MORTGAGE OF A PURCHASE LEASE.Department of Crown Lands and Survey,
Melbourne,THIS IS TO CERTIFY that The Board of Land and Works has consented to
the Mortgage by

of
for a term of years from the day of 19
of the Purchase Lease, Vol. Fol. for the surface and
down to a depth of fifty feet below the surface of Allotment
Section , Parish of , County of ,
containing acres roods perches, more or less,
to
of
to secure repayment of the sum of £ s. d., together with interest
at the rate of per centum per annum, reducible to per centum
per annum if paid within days from the due date.

The common seal of the Board of Land and Works was hereunto
affixed, this day of 19
in the presence of—

President.

Member.

SCHEDULE 11.

Vol. Fol.

Assistant Registrar of Titles.

GEORGE VI., by the Grace of God of Great Britain Ireland and the British
Dominions beyond the Seas King Defender of the Faith To all to whom
these presents shall come Greeting Whereas in conformity with the laws
relating to the sale and occupation of Crown lands in Our State of Victoria
the person hereinafter named ha in consideration of the sum of
which sum has been duly paid become entitled to a grant in fee simple of
the surface and down to the depth of fifty feet below the surface of the
land hereinafter described Now know ye that in consideration of the sum
so paid and in pursuance of the law Us in that behalf enabling We do hereby
grant unto
so much and such parts as lie above the depth of fifty feet below the surface
of all that piece of land in the said State containing
delineated with the measurements and abutments thereof in the map drawn
in the margin of these presents and therein coloured 'yellow' Provided
nevertheless that the grantee shall be entitled to sink wells for water
and to the use and enjoyment of any wells or springs of water upon or
within the boundaries of the said land for any and for all purposes as though
he held the land without limitation as to depth Excepting nevertheless
unto Us Our heirs and successors all gold and silver and minerals as defined
in the *Mines Act* 1928 in upon or under or within the boundaries of the land
hereby granted And reserving to Us Our heirs and successors free liberty
and authority for Us Our heirs and successors and Our and their licensees
agents and servants at any time or times hereafter to enter upon the said
land and to search and mine therein for gold silver and minerals as aforesaid
and to extract and remove therefrom any such gold silver and minerals and
to search for and work dispose of and carry away the said gold silver and
minerals lying in upon or under the land hereby granted and for the purposes
aforesaid to sink shafts make drives erect machinery and to carry on any
works and do any other things which may be necessary or usual in mining
and with all other incidents that are necessary to be used for the getting of
the said gold silver and minerals and the working of all mines seams lodes
and deposits containing such gold silver and minerals in upon or under the
land hereby granted And also reserving to Us Our heirs and successors—

- (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.

To hold unto the said
in fee simple

Provided always that the said land is and shall be subject to be resumed
for mining purposes under section 163 of the *Land Act* 1928..

And provided also that the said land is and shall be subject to the right of any person being the holder of a miner's right or of a mining lease or mineral lease under the *Mines Act* 1928 or any corresponding previous enactment to enter therein and to mine for gold silver or minerals within the meaning of the said Act and to erect and occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those to which such person would for the time being be entitled to mine for gold and silver in and upon Crown lands provided that compensation shall be paid to the said

executors administrators assigns or transferees by such person for surface damage to be done to such land by reason of mining thereon such compensation to be determined as provided for the time being by law and the payment thereof to be a condition precedent to such right of entry.

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

In testimony whereof We have
caused this Our Grant to be sealed at
Melbourne with the Seal of the said
State.

Witness Our trusty and well-
beloved General Sir Reginald Alexan-
der Dallas Brooks, Knight Commander
of the Most Honourable Order of the
Bath, Companion of the Most Dis-
tinguished Order of Saint Michael
and Saint George, Companion of the
Distinguished Service Order, Governor
of the said State of Victoria and its
Dependencies in the Commonwealth
of Australia.

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

(L.S.)

SCHEDULE 12.

Agricultural Colleges Acts.

Corr. No.

APPLICATION FOR CONSENT TO SUBLET A PURCHASE LEASE OR AN AGRICULTURAL COLLEGE LEASE.

Area:	Acres	roods	perches
Allotment	Section	Parish	
I,			
of		being the holder	
of a Purchase Lease or an Agricultural College Lease, do hereby apply			
for consent of the Board of Land and Works to sublet to			
of		for a period of	
years from		at an annual rental	
of		per acre.	
My reason for desiring to sublet is			

Date

Signed

In consideration of the Board of Land and Works consenting to the application herein, I, , being the proposed sub-lessee, do hereby affirm that, to the best of my ability, I will faithfully observe and carry out all the conditions and covenants implied under the said lease, and furthermore, I undertake to protect and maintain in good order and condition all buildings and other improvements on this area during the currency of the sub-lease. I also undertake to vacate the property at the expiration of the term for which consent is given.

Date

Signed

SCHEDULE 13.

Agricultural Colleges Acts.

CERTIFICATE OF CONSENT OF THE BOARD OF LAND AND WORKS
AN AGRICULTURAL COLLEGE LEASE.TO SUBLET
A PURCHASE LEASE.Department of Crown Lands and Survey,
Melbourne,THIS IS TO CERTIFY that The Board of Land and Works has consented to
the subletting by

of

of the

of allotment

Section

Parish of

County of

containing acres roods perches,

more or less to

of

for a term of years

from

at a rental of £ s. d. per annum.

The common seal of the Board of Land and Works was hereunto
affixed, this day of 19

in the presence of—

President.

Member.

NOTE.—This consent is given subject to the sub-lessee complying with
the applicable conditions of the lease and permitting access by any person
or authority in accordance with the terms of the lease.And the Honorable Sir Albert Eli Lind, His Majesty's Commis-
sioner of Crown Lands and Survey for the State of Victoria, shall give
the necessary directions herein accordingly.A. MAHLSTEDT,
Clerk of the Executive Council.