



VICTORIA

GOVERNMENT GAZETTE.

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TUESDAY, DECEMBER 11

[1956

LAND ACT 1928.

*At the Executive Council Chamber, Melbourne, the
twenty-seventh day of November, 1956.*

PRESENT:

His Excellency the Governor of Victoria.	
Sir Thomas Maltby	Mr. Bloomfield
Mr. Turnbull	Mr. Reid.
Mr. Porter	

HIS Excellency the Governor of the State of Victoria, by and with the advice of the Executive Council thereof and in pursuance of section 192 of the *Land Act 1928*, and the *Land (Improvement Purchase Lease) Act 1956*, doth hereby approve of the following additions to the Regulations under the *Land Act 1928* made on the 5th day of August, 1930, and notified in the *Government Gazette* of the 8th August, 1930:—

CHAPTER II.

Paragraph 5—after Mallee land
add "or land proclaimed under *Land (Improvement Purchase Lease) Act 1956*".

CHAPTER XXA—IMPROVEMENT PURCHASE LEASES.

1. For the purposes of this Chapter, "Act" means the *Land (Improvement Purchase Lease) Act 1956*: "Lease" means Improvement Purchase Lease granted pursuant to that Act.
2. Every application for a Lease shall be made in the form prescribed in Schedule 100 hereto and shall be posted or delivered to the Secretary for Lands or to the Land Officer for the district in which the land is situated.
3. Leases shall be in the form and subject to the conditions prescribed in Schedule 101 hereto and to such other exceptions, reservations, covenants and conditions as the Governor in Council may in any particular case direct.

4. Every application for consent to mortgage or charge the interest in a Lease shall be in the form prescribed in Schedule 102 hereto and the certificate of consent of the Board shall be in the form or to the effect of Schedule 103.

5. Where the Board has suspended payments of annual instalments and the term of the Lease has accordingly been extended pursuant to section 6 of the Act, it shall signify that suspension and extension in the form prescribed in Schedule 104, and as soon as possible thereafter shall notify the Registrar of Titles, who shall thereby be authorized to make an appropriate endorsement on the Lease accordingly.

6. Acceptance of a surrender of a Lease pursuant to section 8 of the Act by the Board shall be in the form prescribed in Schedule 105.

7. In the event of the death of a lessee during the initial period application for permission to assign a Lease may be made in the form prescribed in Schedule 106, and the permission of the Board to such assignment shall be in the form prescribed in Schedule 107.

8. Before any assignment of the interest in a Lease takes place for the reasons specified in section 10 (b) of the Act application shall be made in the manner prescribed in Schedule 108, and the approval of the Board of any proposed assignment to the assignee referred to in the application shall be certified in the manner prescribed in Schedule 109.

ADDITIONS TO CHAPTER XXI.

Summary of Fees.

	£	s.	d.
For registration of an application for an Improvement Purchase Lease	0	5	0
For issue of an Improvement Purchase Lease	1	0	0
On the issue of a consent to assignment of an Improvement Purchase Lease	2	0	0
On the issue of a consent to mortgage an Improvement Purchase Lease	2	0	0

SCHEDULE 100.

Land (Improvement Purchase Lease) Act 1956.

APPLICATION FOR AN IMPROVEMENT PURCHASE LEASE.

Name in full
Postal address

PARTICULARS OF LAND APPLIED FOR.

Area:	Sec. acres	Parish roods	perches.
Particulars required.	Replies to be stated fully and correctly.		
Present occupation			
Age last birthday			
Married or single— If married state ages and sex of children			
Previous dealings with regard to the selection, leasing or licens- ing of Crown land or Closer Settlement land. State when and give full particulars of all land so involved			
Land now held—whether free- hold or under alienation from the Crown—state location, area, market value and unim- proved value			
Statement of assets, cash, land, machinery, stock, &c., to be itemized separately.			
Statement of all liabilities. Itemized in detail.			

Duty Stamp
5s.
to be
affixed.

Signature

Date / /

SCHEDULE 101.

IMPROVEMENT PURCHASE LEASE.

This lease dated in accordance with the Land Acts the
 day of One thousand nine
 hundred and is made between His Excellency
 Governor of the State of Victoria and its Dependencies in the Common-
 wealth of Australia by and with the advice of the Executive Council of
 the said State (hereinafter called "the Governor in Council") in the name
 of and on behalf of Her Majesty Queen Elizabeth II. of the one part and
 (hereinafter called "the lessee") of
 the other part: Whereas the lessee has applied for an improvement
 purchase lease of the land hereinafter described and the Governor in
 Council on the recommendation of the Board of Land and Works (herein-
 after called "the Board") has agreed to grant this lease subject to the
 covenants and conditions hereinafter contained: Now this lease witnesseth
 as follows:—

1. In consideration of the rent hereinafter reserved and of the covenants
 and conditions and provisions hereinafter contained and on the part of the
 lessee to be performed and observed the Governor in Council doth hereby
 grant and demise unto the lessee the surface and down to the depth of
 Fifty feet below the surface of all that piece of land in the said State
 containing delineated and coloured yellow in the
 map in the margin hereof together with the right to sink wells for water
 and to the use for all purposes of any wells and springs now or hereafter
 upon the said land as though this lease had been granted without any
 limitation as to depth: Provided that this lease is granted subject to—

- (a) the reservation to Her said Majesty of—
 - (i) all gold silver petroleum uranium thorium and minerals
 within the meaning of the Mines Acts (hereinafter
 called "the reserved minerals");
 - (ii) rights of access for the purpose of searching for and
 obtaining the reserved minerals in any part of the
 said land;
 - (iii) rights for access and for pipe-lines works and other
 purposes necessary for obtaining and conveying on and
 from the said land any of the reserved minerals which
 is obtained in any part of the said land;
- (b) the right to resume the said land for mining purposes pursuant
 to section 168 of the *Land Act 1928*;
- (c) 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 upon the
 said land and to mine for gold 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 under which such a person has now
 the right to mine for gold and silver in and upon Crown lands
 provided that compensation as prescribed by Part II. of that
 Act is paid for surface damage to be done to the said land by
 reason of mining thereon.

To have and to hold the demised premises unto the lessee from the date
 hereof for the term of Twenty years yielding and paying the yearly
 rent of by equal annual payments on the
 day of in each year the
 first payment being due on the date hereof.

2. The lessee to the intent that the obligations may continue throughout
 the said term hereby covenants with Her said Majesty that the lessee
 will—

- (a) pay the rent hereby reserved upon the days hereinbefore
 appointed for the payment thereof free from all deductions
 whatsoever;
- (b) pay all taxes rates duties charges assessments impositions and
 outgoings and bear and discharge all obligations whether
 under statute or otherwise now or hereafter imposed upon or
 in respect of the demised premises or upon either the owner
 or occupier or partly upon each in respect of the demised
 premises or any part thereof or the rent hereby reserved;
- (c) during the first six years of the said term (hereinafter called
 "the initial period") make on the demised premises the land
 improvements specified in the First Schedule hereto;
- (d) commence to carry out the said land improvements within
 twelve months from the date hereof;
- (e) effect at least one-quarter in value of the said land improvements
 within three years from the date hereof;
- * (f) within the initial period or within such further time as the
 Board may specify in writing before the termination of the
 initial period establish his permanent home on the demised
 premises;
- * (f) within the initial period or within such further time as the
 Board may specify in writing before the termination of the
 initial period establish his permanent home within twenty
 miles of the demised premises;

*Delete
 whichever is
 inapplicable.

- (g) at once and to the satisfaction of the Board commence and continue to destroy and suppress on the demised premises all animals and birds declared to be vermin and all plants declared to be noxious weeds under the *Vermin and Noxious Weeds Act 1948* and will keep the demised premises free from vermin and noxious weeds to the satisfaction of the Board;
- (h) keep in good condition and repair to the satisfaction of the Board all buildings fences and permanent improvements for the time being on the demised premises;
- (i) pay to Her said Majesty by annual instalments such proportion as the Board determines of the cost of any road (whether constructed before or after the date hereof) which in the opinion of the Board benefits the demised premises;
- (j) perform and observe the covenants and conditions contained in the Second Schedule hereto;
- (k) not during the initial period sell assign or part with the possession of the demised premises; and
- (l) not during the initial period mortgage or charge his interest in the demised premises or any structural improvements thereon without the written consent of the Board.

3. Provided always and it is hereby agreed that:

- (a) this lease is subject to the provisions of the *Land (Improvement Purchase Lease) Act 1956* (hereinafter called the "Act");
- (b) If the lessee has become the lessee in violation of any of the provisions of the Act or if the lessee commits any breach of or fails to comply with any of the covenants or conditions of this lease the Governor in Council may subject to the provisions of section 9 of the Act declare this lease to be forfeited and thereupon Her said Majesty by her authorized agents or officers may enter into and upon and repossess the demised premises as fully and effectually as if this lease had not been granted and for the purpose of so doing it shall be lawful for Her said Majesty by Her authorized agents or officers without any demand whatsoever to enter upon the demised premises and for ever to expel and remove therefrom the lessee and all persons claiming through or under the lessee without any legal process whatsoever and as effectively as any sheriff might do in case Her said Majesty had obtained judgment for recovery of possession thereof and a writ of possession or other process had issued on the judgment directed to the sheriff in due form of law and in case of entry as aforesaid and any proceedings being taken in respect thereof by any person whomsoever the defendants to the proceedings may plead leave and licence in bar thereof and these presents shall be conclusive evidence of the leave and licence of the lessee and all persons claiming from through or under the lessee to Her said Majesty and Her authorized agents and officers for the entry;
- (c) any bailiff of Crown lands and any person appointed for the purpose by the Board may at any time enter upon the demised premises to ascertain whether the covenants and conditions herein contained are being performed and observed by the lessee;
- (d) the Board may, if it is satisfied that the lessee by reason of drought flood personal ill health or other misfortune is unable to make any annual payment of rent, suspend the payment for such period as it thinks fit and thereupon the term hereof shall be extended by the like period;
- (e) the lessee shall be entitled to a grant in fee simple of the demised premises (subject to such covenants conditions exceptions and reservations as the Governor in Council may direct and to any registered encumbrance in respect of this lease or the demised premises) at any time after the expiration of the initial period if—
 - (i) the said land improvements have been effected;
 - (ii) the lessee has established his permanent home in accordance with paragraph (f) of clause 2 hereof; and
 - (iii) the lessee has paid to Her said Majesty a sum equal to the amount of twenty annual payments of rent as aforesaid together with the fees for the time being prescribed in respect of the issue and registration of the grant;
- (f) the said land or any part thereof may be resumed by Her said Majesty for any of the purposes specified in section 14 of the *Land Act 1928* upon publication of a notice of resumption in the *Victoria Government Gazette* and thereupon this lease shall cease and determine as to the land described in the notice of resumption;
- (g) upon resumption as provided in the last preceding paragraph—
 - (i) the said yearly rent shall be reduced to such amount as is determined by the Governor in Council on the recommendation of the Board;
 - (ii) the covenants conditions and provisoes herein contained shall continue in force in relation to the land so remaining; and

- (iii) compensation shall be paid to the lessee for the value of his interest in the land so resumed and in case of dispute as to the amount of compensation the dispute shall be referred to two arbitrators one appointed by the Governor in Council and the other by the lessee;
- (h) any notice or demand to be served upon or given to the lessee under this lease shall be deemed to have been duly served or given if sent by registered post to the lessee's address hereinbefore set out or to the latest address which the lessee in any communication with the Board purports to have and shall be deemed to have been served or given at the time when in the ordinary course of post it would have been delivered; and
- (i) in the construction of these presents unless inconsistent with the context or subject matter—
 - (i) The expression "Her said Majesty" includes the heirs and successors of Her Majesty Queen Elizabeth II;
 - (ii) The expression "Governor in Council" includes any person for the time being administering the Government of Victoria with the advice of the Executive Council;
 - (iii) The expression "the lessee" shall have one or other of the following meanings (as the case may require) namely:
 - (I) if one person is designated by that expression it shall include the executors administrators and assigns of the said person; or
 - (II) if two or more persons are designated by that expression it shall be construed as referring jointly and severally to those persons and shall include their executors administrators and assigns; or
 - (III) if a body corporate is designated by that expression it shall include its successors and assigns;
 - (iv) If two or more persons constitute the lessee the covenants and agreement contained in this lease shall be construed as having been entered into by and shall bind jointly and severally all and each of the persons who constitute the lessee;
 - (v) Any reference to any Act or section thereof shall apply to any statutory amendment modification or re-enactment thereof for the time being in force.

THE FIRST SCHEDULE.

THE SECOND SCHEDULE.

In witness whereof His said Excellency Governor of the said State of Victoria and its Dependencies has at Melbourne on behalf of Her said Majesty caused this lease to be sealed with the Seal of the said State and the lessee has executed this lease.

SCHEDULE 102.

Land (Improvement Purchase Lease) Act 1956.

APPLICATION TO MORTGAGE OR CHARGE THE INTEREST IN AN IMPROVEMENT PURCHASE LEASE.

I, _____
 being the lessee under an Improvement Purchase Lease, Vol. _____ Fol. _____
 of Allotment _____ Section _____
 Parish _____ County _____
 hereby apply for the consent of the Board of Land and Works to a Mortgage or Charge of the said land to _____
 of _____
 I have already effected improvements on the land demised in the lease to the total value of _____ and my reasons for desiring to mortgage or charge are _____
 The amount of the proposed mortgage is _____ 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 term of the proposed mortgage is _____ years from _____

Signature.
 Occupation.
 Address.

Date. _____
 Note.—Copy of proposed mortgage must accompany application.

SCHEDULE 103.

Land (Improvement Purchase Lease) Act 1956.

CERTIFICATE OF CONSENT TO MORTGAGE OR CHARGE.

This is to certify that, pursuant to section 5, sub-section (1) (e) of the *Land (Improvement Purchase Lease) Act 1956*, the Board of Land and Works consents to a mortgage or charge by

of _____ of the Improvement Purchase
 Lease Vol. _____ Fol. _____ of Allotment _____ Section _____
 Parish of _____ County of _____ containing _____
 acres _____ roods _____ perches to

of _____ for a term of _____
 years to secure repayment of the sum of £ _____
 together with interest at the rate of _____ per centum per annum,
 reducible to _____ per centum per annum if paid within
 _____ 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 104.

Land (Improvement Purchase Lease) Act 1956.

CERTIFICATE OF SUSPENSION OF ANNUAL INSTALMENTS AND
 EXTENSION OF TERM OF LEASE.

The Board of Land and Works, pursuant to the provisions of section 6
 of the *Land (Improvement Purchase Lease) Act 1956*, hereby certifies that
 it has agreed to suspend the payment of the annual instalments due on the
 following dates, namely the _____ day of _____
 in the years 19____, and payable by _____

of _____ in respect of the Improvement
 Purchase Lease Vol. _____ Fol. _____ of Allotment _____
 Section _____ Parish of _____ County of _____
 containing _____ acres _____ roods

perches, and in consequence of such suspension the term of
 the said lease is hereby extended from a period of twenty years to a period
 of _____ years from the _____ day of _____
 19____

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

President.
 Member.

SCHEDULE 105.

Land (Improvement Purchase Lease) Act 1956.

ACCEPTANCE OF SURRENDER.

This is to certify that pursuant to section 8 of the *Land (Improvement
 Purchase Lease) Act 1956* The Board of Land and Works has accepted the
 surrender by

of the Improvement Purchase Lease Vol. _____ Fol. _____ of Allotment _____
 Section _____ Parish of _____
 County of _____ containing _____ acres _____ roods
 perches.

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

President.
 Member.

SCHEDULE 106.

Land (Improvement Purchase Lease) Act 1956, Section 10 (a).
APPLICATION FOR PERMISSION TO ASSIGN FOLLOWING DEATH
OF A LESSEE.

I/We being the executor of the will of or administrator of the estate of
deceased,
the holder of an Improvement Purchase Lease, Vol. Fol.
of Allotment Section
Parish of County of
hereby apply for the permission of the Board of Land and Works to assign
the said lease to
of
who is a person eligible to apply for a lease under this Act.

Date Signature.
Address.

Note.—Probate or letters of administration must accompany this application.

Office Use Only

SCHEDULE 107.

Land (Improvement Purchase Lease) Act 1956, Section 10 (a).
CERTIFICATE OF PERMISSION TO THE ASSIGNMENT OF AN
IMPROVEMENT PURCHASE LEASE.

This is to certify that, in pursuance of the provisions of section 10 (a)
of the Land (Improvement Purchase Lease) Act 1956, The Board of Land
and Works hereby agrees to permit the executor of the will or the
administrator of the estate of
being the holder of an Improvement Purchase Lease, Vol. Fol.
of Allotment Section
Parish of County of
containing acres roods perches,
to assign the interest in the land comprised in such lease to
of
who is a person eligible to apply for a lease under this Act.

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

President.
Member.

SCHEDULE 108.

Land (Improvement Purchase Lease) Act 1956.
APPLICATION TO ASSIGN FOLLOWING BANKRUPTCY OR DEFAULT
UNDER A MORTGAGE.

I,
of
being (a)
hereby make application for approval of The Board of Land and Works
to assign the interest of
of
under the Improvement Purchase Lease, Vol. Fol. of
Allotment Section Parish of
County containing
acres roods perches
to
of
who is a person eligible to hold such lease under the Land (Improvement
Purchase Lease) Act 1956.

(a) Insert
trustee,
assignee,
receiver or
mortgagee
(as the case
may be)

Signature of Applicant
Designation
Address

Note.—This application must be accompanied by documentary evidence
that the applicant is legally entitled to lodge same, also proof that the lessee
has become bankrupt, assigned his estate, compound with his creditors or
has defaulted under a mortgage as the case may be.

Office Use Only.

Particulars of evidence produced:—

SCHEDULE 109.

Land (Improvement Purchase Lease) Act 1956.

CERTIFICATE OF APPROVAL TO ASSIGNMENT FOLLOWING BANKRUPTCY OR DEFAULT UNDER A MORTGAGE.

This is to certify that having received satisfactory proof of the (a)

(a) here insert bankruptcy, default, &c., as case may be.

The Board of Land and Works, pursuant to the provision of section 10 (b) of the Land (Improvement Purchase Lease) Act 1956, has approved of the assignment of the interest of

under Improvement Purchase Lease, Vol. Fol. of Allotment Section Parish of

County of containing acres roods perches to

of who has satisfied the Board that he is a person eligible to hold a lease under this Act.

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

in the presence of— President. Member.

And the Honorable Keith Hector Turnbull, Her 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.