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VICTORIA
GOVERNMENT GAZETTE.

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MONDAY, SEPTEMBER 2

[1957

SOLDIER SETTLEMENT ACTS.

At the Executive Council Chamber, Melbourne, the
twentieth day of August, 1957.

PRESENT:

His Excellency the Lieutenant-Governor of Victoria.

Mr. Turnbull
Mr. Porter

Mr. McArthur
Mr. Fraser.

ADDITION TO REGULATIONS.

HIS Excellency the Lieutenant-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 Regulations made on the 18th July, 1950.

CHAPTER X.

Freehold Mortgage.

The Freehold Mortgage required to be given by any person who receives an advance pursuant to section 52, sub-section (2), of the *Soldier Settlement Act* 1946 shall be in the form or to the effect of that prescribed in the Sixty-first Schedule hereto.

SIXTY-FIRST SCHEDULE.

SOLDIER SETTLEMENT COMMISSION, VICTORIA.

Soldier Settlement Act 1946.

MORTGAGE.

I, _____ of _____ (hereinafter referred to as "the Mortgagor"), being registered as the proprietor of an estate in fee-simple 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 sub-section 2 of section 52 of the *Soldier Settlement Act* 1946 (hereinafter called "the said Act") the sum of _____ (hereinafter referred to as "the principal sum")

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 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 or on so much thereof as for the time being remains unpaid at the rate of _____ per centum per annum (being the credit account rate in force under section 6 of the *Soldier Settlement Act* 1951 at the time of approval of the advance of the principal sum) computed from the date on which the principal sum is 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 _____ and _____ in each year the first of which instalments shall be paid on the first day of the month of _____, 19____, and _____

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

Provided that the Mortgagor _____ may at any time if all instalments and 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 as prescribed by the said Act or the Regulations thereunder with interest at the credit account rate in force for the time being under section 6 of the *Soldier Settlement Act* 1951 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.—That the Mortgagor _____ now has an indefeasible title under the *Transfer of Land Act* 1954 to all and every part of the said land hereinafter described subject only to the encumbrances notified hereunder.

Fifthly.—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.

Sixthly.—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 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.

Seventhly.—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.

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

Ninthly.—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 and he will not without the written consent of the Commission engage in any employment except in connexion with the said land.

Tenthly.—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.

Eleventhly.—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 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 76 of the *Transfer of Land Act 1954* 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 77 of the *Transfer of Land Act 1954* 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 anywise 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 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 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 all other moneys intended to be hereby secured the Mortgagor doth hereby mortgage to the Commission all the estate and interest of the Mortgagor in all th 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 }
 hereunto affixed in the }
 presence of— }

Chairman
 or
 Member
 Secretary

ENCUMBRANCES REFERRED TO.

SIXTY-FIRST SCHEDULE.
 SOLDIER SETTLEMENT COMMISSION, VICTORIA.
 (If land held under General Law.)
Soldier Settlement Act 1946.
 MORTGAGE.

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 (hereinafter
 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 sub-section 2 of
 section 52 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) 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 or on
 so much thereof as for the time being remains unpaid at the rate of
 per centum per annum (being the credit account rate in
 force under section 6 of the *Soldier Settlement Act 1951* at the time of the
 approval of the advance of the principal sum) computed from the date on
 which the principal sum is 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
 in the year the balance of the principal
 sum which shall then be unpaid together with interest thereon.

Fourthly.—That the Mortgagor may at any time if all instalments and 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 as prescribed by the said Act of the regulations thereunder with interest at the credit account rate in force for the time being under section 6 of the *Soldier Settlement Act 1951* 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 and he will not without the written consent of the Commission engage in any employment except in connexion with 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 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 concession 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 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—

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.

20th August, 1957.