

THIRD SUPPLEMENT  
TO THE  
VICTORIA  
GOVERNMENT GAZETTE

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• TUESDAY, JULY 11.

[1899.

REGULATIONS UNDER THE LAND ACTS.

*At the Executive Council Chamber, Melbourne, the fourth day of July, 1899.*

PRESENT :

His Excellency the Governor.

Mr. Peacock  
Mr. Best

Mr. Foster.

**W**HEREAS by the Land Acts power is given to the Governor in Council from time to time to make, alter, and rescind rules, regulations, and orders for the various purposes therein specified: Now therefore His Excellency the Governor, acting by and with the advice of the Executive Council, doth hereby rescind all Regulations heretofore made under Parts I. and II. of the *Land Act* 1890 by the Governor in Council or the Administrator of the Government in Council (except as regards the forms of licences, leases, perpetual leases, and Crown grants in respect of Mallee lands, and as to all matters done, rights acquired, and obligations incurred under such Regulations), and doth make the Regulations following in lieu thereof:—

PART I.—GENERAL.

Chapter I.—Preliminary.

1. The Schedules, hereto shall be taken to form part of these Regulations, and may be modified by the Governor in Council.

2. For the purposes of these Regulations, unless the context be inconsistent therewith, the words "agricultural allotment," "country lands," "Board," "cattle," "cultivation," "fence," "Minister," "occupy," "selector under any previous Land Act or Acts," "substantial and permanent improvements," "traveller," and "vermin" shall have the respective meanings assigned to them in section 4 of Part I. of the *Land Act* 1890, and the words "large cattle" shall mean cows, heifers, oxen, steers, horses, mares, geldings, colts, fillies, asses, and mules; and the words "small cattle" shall mean sheep and goats. The words "grazing allotment," "conditional purchase lease," and "perpetual lease" shall have the respective meanings assigned to them in the *Land Act* 1898.

3. The words "Secretary for Lands," "Surveyor-General," "District Surveyor," and "Land Officer" shall mean the persons for the time being holding or performing the duties of such offices respectively.

4. The fee for the preparation of a licence or of any duplicate, modified, or consolidated licence of an agricultural or a grazing allotment shall be One pound.

5. Tenders for the right to depasture any park lands, reserves, or other Crown lands not forming part of a common or not under lease or licence may be invited from time to time.

6. The fee for the preparation of a grazing licence or a renewal thereof shall be Five shillings.

#### Chapter II.—Crown Grants and Treasurer's Receipts.

1. With respect to Crown grants of Crown land (other than Mallee lands) sold prior to the 29th December, 1891, issued or made after that date, in addition to the reservation of all gold and silver in, under, or upon such land, every such Crown grant shall contain a reservation of all other metals, minerals, and mineral ores, and shall be in the form prescribed in Schedule A hereto, and Crown grants of agricultural allotments licensed prior to such date shall be in the form prescribed in Schedule B hereto.

2. Crown grants of Crown land (other than Mallee lands) sold by auction or licensed on or after the 29th December, 1891, shall be in the form prescribed in Schedule C hereto, and shall be subject to such other exceptions, reservations, covenants, and conditions as the Governor in Council may in any particular case direct.

3. The fees payable for preparation of any Crown grant, either on parchment or paper, shall be as follow :—

	£	s.	d.
For any Crown grant of purchased land not exceeding in extent 50 acres ...	1	1	0
For any Crown grant of purchased land exceeding 50 acres, and not exceeding in extent 300 acres ...	1	6	0
For any Crown grant of purchased land exceeding in extent 300 acres ...	1	11	6

4. The fee for an authority for the issue of a Treasurer's receipt shall be One pound, whether for consolidated grant or otherwise.

5. For a certificate of search in connexion with a release of mortgage before issue of a Treasurer's receipt, the fee shall be Ten shillings.

#### Chapter III.

##### FEES.

The following fees shall be payable under these regulations :—

	£	s.	d.
For a lease of a pastoral allotment ...	1	0	0
For consent of Board of Land and Works to transfer, mortgage, or to sublet a pastoral allotment ...	1	0	0
For a lease of a grazing area ...	1	0	0
For consent of Board of Land and Works to transfer, sublet, or mortgage a grazing area ...	1	0	0
For an agricultural allotment or grazing allotment licence or lease	1	0	0
For a perpetual lease ...	1	0	0
For Board's consent to transfer of an agricultural or grazing allotment licence or perpetual lease by assignee or trustee in insolvency, or by executor or administrator ...	1	0	0
For registration of licence lien (agricultural or grazing allotment)	1	0	0
For registration of transfer of licence lien (ditto) ...	1	0	0
For application for conversion (ditto) ...	0	10	0
For application for classification (sec. 51, <i>Land Act 1898</i> ) ...	0	10	0
For certificate of registration ...	1	0	0
For registration of application (sec. 99, <i>Land Act 1890</i> ) ...	0	2	6
For every interim certificate of Board ...	0	5	0
For every other certificate of Board ...	1	0	0
For registration of transfer of interest (Sales by Auction) ...	0	10	0
For certificate of date of sale ...	0	10	6
For registration of order to obtain Crown grant ...	0	10	0
For lease of mallee block or allotment ...	1	0	0
For duplicate, modified, or consolidated lease of mallee block or allotment ...	1	0	0
For consent to transfer, mortgage, or sublet mallee block or mallee allotment ...	1	0	0
For licence for auriferous lands or renewal thereof (sec. 65, <i>Land Act 1890</i> ) ...	0	2	6
For registration of licence lien (ditto) ...	0	10	0
For transfer of licence (ditto) ...	0	10	0
For licence for worked-out auriferous lands ...	0	2	6
For transfer of licence for worked-out auriferous lands ...	0	10	0
For registration of licence lien (sec. 22, <i>Land Act 1891</i> ) ...	0	10	0
For grazing licence for auriferous lands (sec. 67, <i>Land Act 1890</i> ) ...	1	0	0
For every renewal of ditto ...	0	5	0
For transfer of any grazing licence ...	1	0	0
For conditional purchase lease ...	1	0	0
For lease for swamp or reclaimed lands (sec. 85, <i>Land Act 1890</i> ) ...	1	0	0
For transfer of licence (sec. 99, <i>Land Act 1890</i> ) ...	1	0	0
For grazing licence (sec. 87 or 89 or 123, <i>Land Act 1890</i> ), or for each renewal thereof ...	0	5	0
For lease under section 97 or 98 or 100, <i>Land Act 1890</i> ...	2	0	0
For transfer of residence licence (State Forest) ...	1	0	0
For a land voucher or transfer thereof ...	1	0	0
For any lease or licence or transfer of any lease or licence or certificate other than those specified ...	1	0	0
For preparation of Crown grant of land not exceeding in extent 50 acres ...	1	1	0

	£	s.	d.
For preparation of Crown grant of land exceeding 50 acres and not exceeding in extent 300 acres ... ..	1	6	0
For preparation of Crown grant of land exceeding in extent 300 acres ... ..	1	11	6
For authority for issue of Treasurer's receipt ... ..	1	0	0
For certificate of search in connexion with release of mortgage before issue of Treasurer's receipt ... ..	0	10	0
For any special deed ... .. Not exceeding	5	0	0
For fees for consolidated Crown grants of allotments purchased at auction see Chapter IV, Part I.			
For fees for survey see Chapter V., Part I.			

#### Chapter IV.—Sales by Auction.

1. All sales of Crown lands by public auction shall be subject to the conditions specified in Schedule D hereto, and to such other conditions as the Governor in Council may in any particular case direct.

2. Land sale reports, prepared for the Lands Department, shall be certified by the officer appointed to conduct the sale, as well as by the Treasury officer who attended to receive the money. Every such report shall be forwarded to the Secretary for Lands within 48 hours of the termination of the sale. All moneys derived from auction shall be included in the "Red-faced Returns."

3. Every purchaser of an allotment of Crown lands sold by public auction shall, at the time of such auction, pay to the officer appointed to receive the same a charge for survey of such allotment in accordance with the following scale:—

For an allotment containing 20 acres, or a less area, One pound.

For an allotment containing an area in excess of 20 acres, One shilling per acre or fraction thereof.

Provided that in the event of a purchaser of any such allotment having previously paid a charge or fee for the survey of such allotment, the payment at the time of auction of the whole or any portion of the charge for survey herein prescribed may be dispensed with.

4. The Governor in Council may, if he think fit, register the transfer of the interest of any purchaser of an allotment sold by public auction, prior to the final payment of the purchase money. The fee for such registration shall be Ten shillings.

5. Such transfer shall be in the form prescribed in Schedule 1 hereto.

6. The fee for a certificate giving the date of sale of any Crown lands shall be Ten shillings and sixpence (10s. 6d.).

7. If two or more township lots, consisting of adjoining allotments of land purchased at auction, are consolidated into one Crown grant, the fees payable for the preparation of such Crown grant shall be as follow:—

	£	s.	d.
2 lots ... ..	2	2	0
3 " ... ..	2	7	6
4 " ... ..	3	3	0
5 " ... ..	3	18	6
6 " ... ..	4	14	6
7 " ... ..	4	15	6
8 " ... ..	5	9	0
9 " ... ..	6	3	0
10 " ... ..	6	6	0
11 " ... ..	6	18	6
12 " ... ..	7	11	6
13 " ... ..	7	13	0
14 " ... ..	7	18	6
15 " ... ..	8	10	0
16 " ... ..	8	14	6
17 " ... ..	8	18	6
18 " and over—One-half the total fees which would be payable for each lot separately.			

#### Chapter V.—Survey.

1. The methods to be employed in effecting surveys shall be those set forth in the Regulations of the Surveyors Board for the Guidance of Surveyors employed under the Land Acts.

2. In all surveys of subdivisions of township lands permanent reference marks shall be put in at the intersections of all streets or roads, and 10 links from one side thereof, such marks to consist of iron pins 18 inches in length by 1 inch square at top, or iron

pipings of similar length, and are to be driven under the surface of the ground, the position of such pins to be shown on plan and on field notes.

3. Every allotment shall, where it is practicable, contain at least two right angles, and be quadrilateral, and shall not have a shorter depth than double its frontage except where prevented by a boundary or natural feature, nor shall any allotment be allowed to cross a road or water-course that should reasonably form a boundary. If a narrow strip of land not less than 50 links in width be left between any allotment and a water frontage, the shortest side of the allotment shall front such strip of land, and where such strip is required for a roadway it shall be not less than  $1\frac{1}{2}$  chains in width. If an allotment abuts on a main road, the shortest side shall face such road. The boundary lines of allotments within a defined parish shall conform to the locally established meridian of that parish, or as nearly thereto as circumstances will permit. Any departure from these instructions will necessitate a special report to be sent in with the plan.

4. Every allotment shall, where it is practicable, be surveyed as provided for in preceding clause; and no allotment shall be surveyed in a position or in a form which would, in the event of its being held separately, cut off access to water from any Crown land, or interfere with the profitable occupation of the same.

5. When a creek is the boundary of an allotment, the traverse of the creek shall form part of the geometrical figure used in calculating the area, and the areas of the portions lying between the traverse lines and the creek shall be computed from the offsets and insets, the average length of which shall not exceed 1 chain, or be taken out by the planimeter from a careful plot on an enlarged scale. Allotments fronting creek or river reserves shall have their frontages defined by metes and bounds, and marked in the ordinary manner unless otherwise directed. When a stream which carries with it a permanent reserve is found to have altered its course, the old bed shall be shown on plan and field notes, and a report furnished.

6. The subject of the selection of roads being one of vital importance, the attention of surveyors is specially directed to the following instructions in reference thereto:—Every surveyor acting under the Department shall as occasion arises communicate with the municipal council or councils who may be interested in any road survey, and request the co-operation of their engineer in selecting the best routes for leading lines of road through the unappropriated portions of the district. In the event of any municipal council neglecting or refusing to comply with his request, the surveyor shall proceed to select the best lines according to his own judgment; but the failure of the municipal authorities to co-operate shall not relieve him from the responsibility of making proper provision for all necessary roads; and in no case shall he survey a detached selection so as to block an existing track, or in a position likely to interfere with the public convenience, or block access to back country, until he has satisfied himself as to the road requirements of the locality in these respects, and made proper provision therefor. In cases where a difference of opinion may arise between himself and the municipal engineers, or where the surveyor has doubts in his own mind as to the proper course to pursue, he shall refer to the District Surveyor, and be guided by his directions. He shall also from time to time report to the District Surveyor any road which he may consider it desirable to survey, and if the District Surveyor deem it necessary, in the public interest, to traverse any track, leading feature, or permanently survey any line of road in advance of settlement, he shall consult the Surveyor-General.

7. In addition to the necessary main roads, carefully selected accommodation roads leading thereto or to permanent streams shall be provided for as required or at intervals of from a mile to a mile and a half.

8. Every allotment shall have a road frontage, and wherever a road is shown on a plan it shall be laid off on the ground.

9. Surveyors shall be held responsible for any inconvenience that may arise either to the public or individuals through the improper blocking of existing tracks, the omission of necessary roads, or the selection of impracticable roads where practicable ones are possible.

10. In all cases where his measurements differ from those of any previous surveys, the surveyor shall furnish a special report with reference thereto.

11. Field books shall be the property of the Department, and shall be given up whenever demanded.

## PLANS.

12. The surveyor shall supply a plan of the allotment, showing all features correctly and the course within its boundaries of any stream, race, road, track, and the position of any water-hole, dam, hut, fence, garden, old gold workings, and any other information that may help to distinguish the allotment. He shall also state on the plan whether the bearings of the boundary lines have reference to the true or the magnetic meridian, and how determined; or, if taken from an adjacent survey, the datum line adopted shall be shown on the face of the plan. The scale of the plan, where the area of the allotment is 100 acres or less, shall be 8 chains to 1 inch; where the area is over 100 acres, 20 chains to 1 inch, unless a larger scale be required to show distinctly the matters hereinbefore directed to be shown. All plans shall be dated, below signature, as of the day when the plan was completed, and be certified as follows:—"I certify that this survey has been effected and marked on the ground in accordance with regulations, and that this plan is correct."

All plans on being completed shall be transmitted to the Department through the Land Officer for the district.

The specifications for plans issued with the Survey Regulations of 1894 shall be strictly adhered to.

## ADJUSTMENT OF BOUNDARIES.

13. Whenever it may be necessary to adjust the boundaries of any surveyed land, the Surveyor-General shall on such adjustment certify as to the correct boundaries and area of the land or any portion or portions thereof, and for every such certificate there shall be charged such fee as the Minister may direct.

## SURVEY FEES.

14. The survey fee payable on account of any portion of Crown land which has been recommended or is to be granted to any applicant shall be in accordance with the following Schedule of Fees and Scale applicable to the class of country in which such portion is situated, and the Surveyor-General shall determine the scale which shall apply to each district or locality of the colony, and every such applicant shall pay the fee prescribed by these Regulations, even though the land has been previously surveyed and may or may not require further survey.

15. Schedule of Fees for Survey, and valuation of improvements, if any.

## (a) Schedule of Fees for Country Surveys:—

Areas.	Graduated Scales for Areas specified.				
	1st Scale.	2nd Scale.	3rd Scale.	4th Scale.	5th Scale.
When the area does not exceed—	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
3 acres ...	1 14 0	1 19 0	2 4 0	2 12 0	3 0 0
5 " ...	1 17 0	2 3 0	2 9 0	2 19 0	3 15 0
10 " ...	2 2 0	2 11 0	2 19 0	3 14 0	4 5 0
20 " ...	2 9 0	3 1 0	3 14 0	4 14 0	5 0 0
30 " ...	2 14 0	3 9 0	4 5 0	5 9 0	6 10 0
40 " ...	2 19 0	3 16 0	4 14 0	6 2 0	7 8 0
50 " ...	3 2 0	4 2 0	5 2 0	6 14 0	8 4 0
60 " ...	3 6 0	4 8 0	5 9 0	7 4 0	8 19 0
70 " ...	3 9 0	4 13 0	5 16 0	7 14 0	9 13 0
80 " ...	3 12 0	4 17 0	6 2 0	8 2 0	10 5 0
90 " ...	3 15 0	5 2 0	6 8 0	8 11 0	10 17 0
100 " ...	3 18 0	5 6 0	6 14 0	8 19 0	11 8 0
120 " ...	4 3 0	5 14 0	7 4 0	9 13 0	12 9 0
140 " ...	4 8 0	6 1 0	7 14 0	10 7 0	13 8 0
160 " ...	4 12 0	6 7 0	8 3 0	10 19 0	14 6 0
180 " ...	4 16 0	6 14 0	8 11 0	11 11 0	15 8 0
200 " ...	5 0 0	7 0 0	8 19 0	12 2 0	16 4 0
220 " ...	5 4 0	7 5 0	9 7 0	12 13 0	...
240 " ...	5 7 0	7 11 0	9 14 0	13 3 0	...
260 " ...	5 11 0	7 16 0	10 1 0	13 13 0	...
280 " ...	5 14 0	8 1 0	10 7 0	14 2 0	...
300 " ...	5 17 0	8 5 0	10 14 0	14 11 0	...
320 " ...	6 0 0	8 10 0	11 0 0	15 0 0	...
480 " ...	7 1 0	10 3 0	13 4 0	18 2 0	...
640 " ...	7 19 0	11 10 0	15 1 0	20 14 0	...
800 " ...	8 15 0	12 14 0	16 13 0	...	...
1000 " ...	9 13 0	14 1 0	18 10 0	...	...
1280 " ...	10 5 0	15 5 0	20 0 0	...	...

Business, Residence, School, and Garden sites, even though within a township, shall come under this Schedule.

For contiguous allotments less than four in number full fees shall be allowed to the Surveyor: for groups of eight or under,

one-fifth reduction shall be made; for groups of more than eight allotments, one-fourth reduction.

In the event of the selection of portion of a grazing area or the subdivision thereof in the interest of the wife or child of the lessee, and if full survey fee for the area leased has been paid by such lessee, two-thirds of the amount prescribed in schedule (a) shall be charged for the necessary further surveys.

No selection or subdivision of a grazing area shall be allowed until the unpaid instalments of survey fee have been paid.

(b) For Suburban Allotments from 3 to 20 acres each :—

No. of Allotments.	1st Scale.	2nd Scale.	3rd Scale.	4th Scale.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.
1 ... ..	2 2 0	2 11 0	2 19 0	3 14 0
2 ... ..	3 3 0	3 16 0	4 8 0	5 11 0
3 ... ..	4 4 0	5 2 0	5 18 0	7 8 0
4 ... ..	4 18 0	5 19 0	6 18 0	8 13 0
5 ... ..	5 12 0	6 16 0	7 17 0	9 17 0
6 ... ..	6 6 0	7 13 0	8 17 0	11 2 0
7 ... ..	6 16 0	8 6 0	9 12 0	12 0 0
8 ... ..	7 7 0	8 18 0	10 6 0	12 19 0
9 ... ..	7 17 0	9 11 0	11 1 0	13 17 0
10 ... ..	8 8 0	10 4 0	11 16 0	14 16 0
Additional Allotments ...	9s. each.	11s. each.	14s. each.	17s. 6d. each.

(c) For Town and Suburban Allotments up to 3 acres each :—

No. of Allotments.	1st Scale.	2nd Scale.	3rd Scale.	4th Scale.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.
1 ... ..	1 0 0	1 4 0	1 8 0	1 11 0
2 ... ..	1 13 0	2 1 0	2 9 0	3 3 0
3 ... ..	2 5 0	2 16 0	3 8 0	4 6 0
4 ... ..	2 17 0	3 11 0	4 6 0	5 10 0
5 ... ..	3 4 0	4 0 0	4 17 0	6 3 0
6 ... ..	3 11 0	4 9 0	5 7 0	6 16 0
7 ... ..	3 18 0	4 17 0	5 18 0	7 10 0
8 ... ..	4 5 0	5 8 0	6 9 0	8 3 0
9 ... ..	4 12 0	5 15 0	6 19 0	8 17 0
10 ... ..	4 19 0	6 3 0	7 10 0	9 10 0
11 ... ..	5 5 0	6 10 0	7 18 0	10 1 0
12 ... ..	5 10 0	6 17 0	8 6 0	10 11 0
13 ... ..	5 15 0	7 4 0	8 14 0	11 1 0
14 ... ..	6 1 0	7 10 0	9 3 0	11 12 0
15 ... ..	6 6 0	7 17 0	9 11 0	12 2 0
16 ... ..	6 12 0	8 4 0	9 19 0	12 13 0
17 ... ..	6 17 0	8 11 0	10 7 0	13 3 0
18 ... ..	7 3 0	8 18 0	10 15 0	13 14 0
19 ... ..	7 8 0	9 4 0	11 4 0	14 4 0
20 ... ..	7 14 0	9 11 0	11 12 0	14 15 0
Additional Allotments ...	5s. each	6s. each	7s. each	8s. each

The fee for dividing a previously surveyed allotment, or for any other partial survey, shall be determined by the Surveyor-General.

ROADS.

	1st Scale.	2nd Scale.	3rd Scale.	4th Scale.
	Per Mile.			
	£ s. d.	£ s. d.	£ s. d.	£ s. d.
(d) Up to 2 chains in width, the run side cleared and both sides marked, <i>vide</i> Regulations ... ..	2 10 0	3 11 0	4 11 0	6 5 0
(e) Three chains, ditto, ditto, ditto ... ..	2 15 0	3 17 0	5 0 0	7 0 0

The minimum fee for any length of road shall be that for 20 chains. Roads through an allotment, if carefully selected and approved, shall be paid for by the Department.

(f) For road surveys in especially difficult country necessitating careful selection and grading (and only where previously authorized), a special fee of £2 2s. per mile shall be allowed as a payment for ranging and grading the centre line with clinometer. This fee shall not be paid unless independent notes showing the grades are furnished. Running the centre line of a road and laying off the side lines therefrom shall not be permitted; in all cases one side of the road shall be run on the ground.

## Boundary, Standard, and Re-survey Lines:—

—	1st Scale.	2nd Scale.	3rd Scale.	4th Scale.
	Per Mile.			
	£ s. d.	£ s. d.	£ s. d.	£ s. d.
(g) Cleared, pegged, and trenched, with plan and field notes ...	2 0 0	2 17 0	3 13 0	5 0 0
(h) Connexion, check and traverse lines, not trenched ...	0 15 0	1 1 0	1 7 0	1 17 0
(j) Lines re-chained only ...	0 7 6	0 10 6	0 13 6	0 18 6

(k) The above fees shall cover the necessary traversing to fix artificial or natural features, valuation of improvements (if any), and full report in connexion with survey in addition to the furnishing of plans, copy of field notes and computations.

(l) When surveyors are employed by the day the fee shall be £3 3s., with wages of labourers employed and conveyance included.

(m) In all new surveys in 5th scale country the four principal angles shall be marked with iron piping instead of ordinary pegs, and without additional fee.

(n) For substituting permanent marks (iron piping) for pegs on previously surveyed lines, at such intervals and in such localities as may be specially directed, a fee of Five shillings per angle shall be paid.

(o) Surveys not specified above shall be the subject of special arrangement.

16. Whenever it shall appear to the Surveyor-General that the survey of any allotment is exceptionally difficult or expensive from its isolated position or any other cause, such extra charge as he may deem fit may be imposed for the survey.

17. When a surveyor is instructed to submit a design for the subdivision of township lands, he shall make such preliminary survey as may be absolutely necessary to enable him to prepare the design providing for all drainage requirements and proper access. In the event of the work not being carried out, the surveyor shall be paid at the rates mentioned in clause 15 (h).

18. No survey shall be held to be a survey under the direction of the Board of Land and Works within the meaning of the 54th section of the *Land Act* 1890 until the Surveyor-General shall be satisfied of its accuracy, and the applicant shall be responsible for the payment of any further sum that may be required for the survey of the allotment, or for any modification of the plan thereof, where such modification is not caused by the neglect of the authorized surveyor.

19. The Land Officer shall issue to the successful applicant an order for the payment to the Receiver of Revenue of the amount chargeable to such applicant for survey, and on payment being reported the District Surveyor will issue an order for the necessary survey. Should the said charge not be paid within one month from the date of such notification the application shall be deemed to be abandoned.

20. All moneys payable on the orders of the Land Officers towards the expense of surveys shall be deposited by the applicant for the land at the Treasury, and credited to an account called the "Trust Fund Survey Fees Account."

21. Accounts passed against deposits placed to the credit of the "Trust Fund Survey Fees Account" shall be signed by the Land Officer ordering the collection of the money, or his successor in office, and shall be countersigned by the District Surveyor.

22. In any case where the whole of the fee collected shall not have been expended on the survey, the Land Officer shall report the fact to the Surveyor-General or District Surveyor immediately on certifying the surveyor's account, and such balance as may remain shall be retained in "Trust Fund Survey Fees Account" or otherwise disposed of as the Surveyor-General may direct.

23. When the cost of surveying an area exceeds the sum of £5, if the sum of £5 be paid by the applicant towards the cost, the payment of the balance of the fee may be made by equal half-yearly instalments extending over the term of six years. The first deposit shall be lodged in "Trust Fund Survey Fees Account." The balance of the amount due to the surveyor shall be drawn from a special vote.

24. Every surveyor, before being authorized to effect surveys for the permanent alienation or appropriation of any land under any Land Act, shall deposit with the Board of Land and Works the sum of £50 as a guarantee for the faithful discharge of his duties; and in the event of his failing to perform the duties to

the satisfaction of the Surveyor-General, or of his neglecting or refusing to rectify any defects or errors in his surveys when called upon to do so, the Board may, on the Surveyor-General certifying that the surveyor has failed to perform his duties to his satisfaction, forfeit such deposit, and order the whole or any part thereof to be applied to the rectification of such defects or errors or in satisfaction of any claim made against the Department by reason of such conduct on the part of the surveyor. In the event of a surveyor having performed his duties satisfactorily such deposit shall be returned to him on his services being dispensed with, or on his resigning, after giving reasonable notice of his wishing to be relieved.

25. The Surveyor-General shall define the limits of the division within which any authorized surveyor may be employed, and the latter will generally be intrusted with the survey operations required therein, but no exclusive claim to all the work in such division shall be thereby conferred. Any other surveyor may be employed therein should circumstances render such a course expedient.

26. Every authorized surveyor may from time to time and at any time be required, by the District Surveyor or other inspecting officer, to run, in his presence, with his own men and instruments, check lines over any surveys performed by him; and in the event of any errors or defects being discovered in such surveys he shall rectify the same at his own expense and pay cost of inspection.

27. Periodical examinations of the instruments used by authorized surveyors shall be made by the District Surveyors or such other officers as the Surveyor-General may direct, and any instrument condemned on such examination shall not be again used in the work of the Department.

28. Every authorized surveyor shall keep a record of the dates of all orders for surveys received by him, and such orders shall be executed with care and judgment according to the relative priority of their dates; and all orders shall be executed with as little delay as possible.

29. If from some unavoidable cause a survey is delayed over two months, a special report from the surveyor shall accompany the plan explaining the cause of delay; and the Land Officer shall furnish to the District Surveyor monthly reports of orders issued and surveys effected.

30. Every authorized surveyor shall, when so directed, at his own expense, attend Local Land Boards before which applications are heard in respect to lands he may have surveyed.

31. Surveys shall be executed in person by the surveyor receiving the order, or by a licensed surveyor acting directly under his supervision. In the latter case the plan shall bear the signatures of both. Sub-contracting of every kind is strictly prohibited.

32. If from any cause an authorized surveyor shall find himself unable to carry out his instructions he shall immediately inform the District Surveyor or officer from whom he received his instructions.

33. Every authorized surveyor shall be required to furnish any information the Department of Lands and Survey may consider necessary relating to lands surveyed by him, as a part of his duties, without extra fee.

34. Any authorized or licensed surveyor who shall wilfully or from carelessness ignore the Survey Regulations, or neglect to comply with any orders or instructions he may from time to time receive from the Surveyor-General or District Surveyor relative to his duties, shall be liable to be at once dispensed with; and, in addition to the penalty provided under clause 26 hereof, may be disqualified for future employment, and reported to the Surveyors Board.

35. No Crown Grant for any allotment shall be issued by the Department of Lands and Survey unless the Surveyor-General be satisfied that the boundaries thereof have been correctly defined on the ground.

## PART II.—CROWN LANDS OTHER THAN MALLEE LANDS.

### Chapter I.—Local Land Boards and Appeals.

1. For the purposes hereinafter specified there shall be Local Land Boards, and every such Board shall consist of such person or persons as the Minister shall from time to time appoint.

2. Every Local Land Board shall investigate publicly all applications that are remitted for its consideration, as herein provided,



and all matters referred to it by the Minister, to whom the Board shall report its opinion thereon. The chairman of every such Board shall, on commencing each day's business, publicly read, in a distinct and audible voice, section 110 of the *Land Act* 1890 as amended by the *Land Act* 1891.

3. At least seven days before the sitting of any Local Land Board the Land Officer shall insert in a newspaper circulating in the district wherein such Board will be held a list of the applications and matters to be heard by it at such sitting. The notice to be given herein shall be in addition to the *Gazette* notice required by section 128 of the *Land Act* 1890.

4. No Local Land Board shall, unless by the authority of the Minister, adjourn, except from day to day, until it has disposed of all cases that are scheduled for its consideration.

5. Within five days after the sitting of any Local Land Board the Land Officer shall send to the Minister its report upon all such applications and matters, and upon the objections thereto (if any), and shall transmit with such report the minutes of evidence (if any) taken by the Board, and any objections that may have been lodged with him too late for its consideration.

#### APPEALS.

6. Any person who may be dissatisfied with the recommendation of a Local Land Board may appeal to the Minister, provided that the grounds of appeal be set forth in writing and forwarded to the Minister not later than seven days after the sitting of the Local Land Board, with a request that such appeal may be heard. No appeal shall be entertained after the expiration of the said seven days, unless the applicant show by a statutory declaration that he received no notice to attend, and was not aware of the sitting of and did not attend the Local Land Board, and further that he has a claim on the merits for re-hearing.

7. If the Minister be of opinion that the grounds of appeal are reasonable, he may order the appeal to be set down for hearing by himself, or by persons whom he may appoint to hear the same and report thereon in writing to him, and due notice shall be given to all persons interested in such appeal.

8. In order to afford time for the collection and examination of papers relating to the subject of appeal, and for the transmission of notices as hereinbefore provided, no appeal, unless otherwise expressly directed by the Minister, shall be set down for hearing before the expiration of fourteen days from the date of sitting of the Local Land Board.

9. Unless otherwise expressly directed by the Minister, an appeal shall only be allowed when based on the following or similar grounds, viz:—

- 1st. That the appellant did not receive due notice to attend, or that a fair opportunity was not offered by the Local Land Board for statement of his case; or
- 2nd. That the Local Land Board refused to hear material evidence; or,
- 3rd. That any member or members of the Local Land Board were interested in the case.

## Chapter II.

### PASTORAL LANDS.\*

1. Any lessee of a pastoral allotment the term of whose lease has been extended till the 29th day of December, 1899, may apply to surrender his lease in the form prescribed in Schedule 2 hereto. Such surrender shall be made in the form prescribed in Schedule 3 hereto.

2. Any lessee of a pastoral allotment who desires a further lease thereof shall apply before the 29th day of December, 1899, in the form prescribed in Schedule 4 hereto.

3. Upon the expiration of the term of the lease of any pastoral allotment the sum to be paid to the lessee thereof by an incoming tenant as the value of all fences, wells, reservoirs, tanks, and dams erected, made, constructed, or effected on such pastoral allotment during the currency of the lease thereof shall be fixed by an appraiser to be appointed in that behalf by the Board of Land and Works.

4. Every application for a right to a lease for a pastoral allotment shall be made in the form prescribed in Schedule 4 hereto; and in the event of two or more applications being lodged on

\* For Regulations relating to resumption of land under the 10th sub-section of section 27, *Land Act* 1890, see Chapter XI.

For Regulations relating to swing-gates and ingress, egress, and regress, see Chapter XI,

any one day before the hour of Two o'clock in the afternoon in respect of the same pastoral allotment, the right to a lease thereof shall be offered for sale by public auction, of which due notice shall be given, subject to the conditions prescribed in Schedule 5 hereto.

5. Leases for pastoral allotments shall be in the form and subject to the conditions prescribed in Schedule E hereto.

6. Any lessee of a pastoral allotment who has complied with the covenants and conditions of his lease, and desires to exercise his right of selection under section 29 of the *Land Act 1890* or section 15 of the *Land Act 1898*, shall apply in the form prescribed in Schedule 6 hereto.

7. The fee for the preparation of a lease of a pastoral allotment shall be One pound.

### Chapter III.

#### APPLICATIONS FOR LEASES AND LICENCES.

1. An applicant for a lease under section 27 or 28 or 29, or a perpetual lease under section 80, or a conditional purchase lease under section 103, *Land Act 1898*, or for a licence under section 42 or section 49, *Land Act 1890*, or section 59 of the *Land Act 1898*, or under section 67 or 99, *Land Act 1890*, shall not be required to mark out the land applied for. The applicant shall, however, post or deliver to the Land Officer for the district an application in the prescribed form.

2. Every intending applicant under section 65, *Land Act 1890*, or section 22, *Land Act 1891*, shall affix to a post or other conspicuous object at or near each corner of the allotment a legible notice in writing setting forth that he is an applicant for such allotment, the approximate area thereof, and his name and address, together with the date upon which he marked out the land.

3. All applicants who mark out the same allotment upon one and the same day shall be deemed to be equal as to the marking out.

4. After defining the boundaries as aforesaid, the applicant shall, within one week, post or deliver to the Land Officer for the district his application in the form prescribed, but at the hearing of such application the failure to comply with the provisions hereof respecting the time of posting or delivering the application shall not be deemed to be a fatal objection where the applicant can prove the existence of some reasonable ground of excuse, which shall be recorded by the Land Officer upon the application.

5. The applicant shall, before lodging his application, pay to the nearest Receiver and Paymaster the sum of One pound (£1) except as provided in this and the following clause for a certificate of registration which shall accompany the application. Should the granting of such application not be recommended by a Local Land Board, the unsuccessful applicant shall be entitled to a refund of Seventeen shillings and sixpence (17s. 6d.) out of the fee paid, provided application for such refund be made within twelve months from the date of the application for the land, but no unsuccessful applicant shall be entitled to such a refund unless he shall have appeared personally before a Local Land Board in support of his application. If the applicant, however, does not obtain a refund, he may lodge within twelve months from the date of the first application one or more further applications at a reduced fee of Two shillings and sixpence, but not more than one application at such reduced fee shall proceed at one and the same time.

6. An applicant for a licence or a perpetual lease out of a grazing area held by him under lease, or for a licence under section 67, or for a lease under section 97, or 98, or 100, *Land Act 1890*, shall not be required to lodge a certificate of registration with his application; but an applicant under section 99, *Land Act 1890*, shall pay a registration fee of Two shillings and sixpence (2s. 6d.), and forward the receipt with his application.

7. The Land Officer shall enter the applications as received in the book kept for the purpose. Applications received by the Land Officer upon one and the same day, or on or before a date specified in the notice making the land available, shall be deemed to be equal so far as regards lodgment.

8. Where the applicant for any particular allotment or allotments is unable to attend the Local Land Board in person, he may furnish a statement in the form prescribed in Schedule 7 hereto.

9. The Land Officer shall notify by post every person who, in his opinion, is interested in any application of the date when it will be considered, and shall insert at least one week before the

sitting of the Local Land Board in a newspaper circulating in the district in which the land applied for is situated a notice of all applications lodged with him and of the date of the Local Land Board by which such applications will be considered.

10. The Land Officer shall, at a Local Land Board to be held at his office not less than seven days nor more than fourteen days after the publication of notice as aforesaid, deal with such applications, hear any objections thereto, and report thereon within five days to the Minister.

11. Immediately on the application being recommended, the approved applicant shall be called upon to pay the fee for survey, and the valuation for the improvements (if any) that may be upon the land.

12. Upon payment of such survey-fee and valuation (if any) being reported, there shall be issued to the approved applicant, if desired by him, a permit to occupy the land to be indicated therein subject to survey and non-interference with any public right as to railways, roads, mining, access to water, &c., upon payment of the required rent or fee for the occupation of the land, and the fee for the preparation of the lease or licence; but the land shall not be fenced until after survey. Such occupation may commence from a date to be specified in the permit, and the rent or licence-fee shall be payable from such date.

13. Upon the completion of the survey ordered and approved by the District Surveyor, a lease or licence in the form and subject to the conditions duly prescribed, or that may be ordered by the Governor in Council in any particular case, shall be prepared and issued. Such lease or licence shall if a permit to occupy has been issued bear the date specified therein, and sums paid in connexion with such permit shall be considered to have been paid in respect of the lease or licence, and shall be credited thereto.

14. If any person whose application for a lease or licence has been approved fail to pay the rent or licence-fees, sums, and fees as hereinbefore directed within one month after the date of the notice of approval, the area may be again made available for selection.

15. All subsequent payments of rent or licence-fees shall be made to the Receiver authorized to accept the same; and no Receiver shall accept any moneys on account of leases or licences unless duly advised.

#### Chapter IV.—Grazing Areas.

1. Any lessee of a grazing area the term of whose lease has been extended till the 29th day of December, 1899, may apply to surrender his lease in the form prescribed in Schedule 8 hereto, and such surrender shall be made in the form prescribed in Schedule 3 hereto.

2. Every lessee of a grazing area who desires a new lease thereof shall apply before the 29th day of December, 1899, in the form prescribed in Schedule 9 hereto.

3. Every application to surrender to Her Majesty the Queen the whole or part of a grazing area shall be made in the form prescribed in Schedule 10 hereto.

4. Every application to surrender part of a grazing area in favour of the wife or child of the lessee shall be made in the form prescribed in Schedule 11 hereto.

5. Every application for a lease under section 29, *Land Act* 1898, shall be made in the form prescribed in Schedule 9 hereto.

6. Every lease under section 29, *Land Act* 1898, shall be dated the first day of January or the first day of July, as the case may be, and shall be in the form prescribed in Schedule F hereto; but the diagram of boundaries and statement of area shall be deemed as approximate and temporary only. Provided always that the Governor in Council may, if he think fit, order that a lease be subject to such special conditions as shall meet the circumstances of any particular case. The fee for preparation of lease shall be One pound.

7. The approval of the Board of Land and Works to the expenditure for substantial and permanent improvements in lieu of fencing where the Board is satisfied that such fencing would be impracticable or is not required shall be in the form prescribed in Schedule 12 hereto, and the acceptance of such improvements as compliance with the fencing covenant of the lease shall be in the form prescribed in Schedule 13 hereto.

8. Every lessee under section 29, *Land Act* 1898, shall, on the expiration of three years from the date of his lease, forward to the Secretary for Lands a statement in the form of Schedule 14 hereto as to his performance of the covenants of his lease.

## Chapter V.—Agricultural and Grazing Allotments.

## RESIDENCE LICENCES.

1. Every application for permission to surrender an agricultural allotment licence current at the commencement of the *Land Act* 1898, and to have the allotment classified, shall be made in the form prescribed in Schedule 15 hereto, and the licensee shall pay a classification fee of Ten shillings and forward the receipt with his application.

2. Every application to surrender part of an agricultural or a grazing allotment shall be made in the form prescribed in Schedule 16 hereto.

3. Every application to select an agricultural or a grazing allotment shall be made in the form and accompanied by the declaration prescribed in Schedule 17 hereto, and shall be posted or delivered to the Land Officer for the district in which such allotment is situated.

4. Licences for agricultural or grazing allotments shall be in the form and subject to the conditions prescribed in Schedule G hereto, and to such other conditions as the Governor in Council may in any particular case direct.

5. Any licensee of an agricultural or a grazing allotment who may desire to absent himself from his allotment for a period in all not exceeding three months in any one year of the currency of his licence shall apply to the Land Officer for the district in which the land is situated, and fill up and sign a notice in the form prescribed in Schedule 18 hereto.

6. The Land Officer shall register in a book, in the form prescribed in Schedule 19 hereto, to be kept in his office for that purpose, each notice of intended absence, and shall transmit such notice to the Secretary for Lands.

7. Every application for the consent of the Board of Land and Works to substituted occupation under section 69 of the *Land Act* 1898 shall be made in the form prescribed in Schedule 20 hereto.

8. The consent of the Board of Land and Works shall be given in the form prescribed in Schedule 21 hereto.

9. The approval of the Board of Land and Works to the expenditure for substantial and permanent improvements, in lieu of fencing, when the Board is satisfied that such fencing would be impracticable or is not required, shall be in the form prescribed in Schedule 12 hereto, and the acceptance of such improvements as compliance with the fencing covenant of the licence shall be in the form prescribed in Schedule 13 hereto.

## NON-RESIDENCE LICENCES (AGRICULTURAL ALLOTMENTS).

10. Every application for permission to surrender a licence current at the commencement of the *Land Act* 1898, and to have the allotment classified, shall be made in the form prescribed in Schedule 15 hereto, and the licensee shall pay a classification fee of Ten shillings, and forward the receipt with his application.

11. Every application for a non-residence licence shall be in the form and accompanied by the declaration prescribed in Schedule 17 hereto, and shall be posted or delivered to the Land Officer for the district in which the land is situated.

12. Non-residence licences shall be in the form and subject to the conditions prescribed in Schedule H hereto, and to such other conditions as the Governor in Council may in any particular case direct.

13. At the expiration of each and every year of the first five years of the currency of licence in the case of first-class land and at the expiration of each year of the first three years in the case of second-class land, the licensee shall forward to the Secretary for Lands a statement in the form prescribed in Schedule 22 hereto as to his performance of the condition of his licence as regards improvements, and the certificate of improvements issued by the Board of Land and Works with respect to every such application shall be in the form prescribed in Schedule 23 hereto; and every application for a lease or Crown grant shall be accompanied by such certificates. The fee for each interim certificate of the Board shall be Five shillings.

## NON-RESIDENCE LICENCES (GRAZING ALLOTMENTS).

14. Every application for a non-residence licence shall be made in the form and accompanied by the declaration prescribed in Schedule 17 hereto, and shall be posted or delivered to the Land Officer for the district in which the land is situated.

15. Non-residence licences shall be in the form and subject to the conditions prescribed in Schedule H hereto, and to such other conditions as the Governor in Council may in any particular case direct.

16. At the expiration of each of the first three years from the date of licence, the licensee shall forward to the Secretary for Lands a statement in the form prescribed in Schedule 22 hereto as to his performance of the condition of his licence as regards improvements; and the certificate of improvements issued by the Board of Land and Works with respect to every such application shall be in the form prescribed in Schedule 23 hereto; and every application for a lease or Crown grant shall be accompanied by such certificates. The fee for each interim certificate of the Board shall be Five shillings.

#### AGRICULTURAL OR GRAZING ALLOTMENTS.—CONVERSION OF LICENCES.

17. Holders of residence or non-residence licences desiring to convert their residence licences into non-residence licences, or *vice versa*, shall apply in the form prescribed in Schedule 24 hereto, and the licensee shall pay a conversion fee of Ten shillings, and forward the receipt with his application.

#### VINEYARD, HOP-GARDEN, AND ORCHARD.

18. Any licensee or lessee of an agricultural allotment or a grazing allotment having established and cultivated a vineyard, hop-garden, or orchard, and desiring to obtain under the provisions of section 55 of the *Land Act* 1890 a Crown grant for the area so cultivated, not exceeding 20 acres, shall apply in the form prescribed in Schedule 25 hereto.

#### LICENCE LIENS.

19. The licensee of an agricultural allotment or a grazing allotment desiring to register a lien on his improvements shall apply in the form prescribed in Schedule 26 hereto, and pay the prescribed fee.

20. A licence lien shall not be registered in the Crown Lands Office, Melbourne, unless all rents or fees due to date have been paid, and substantial and permanent improvements have been made upon the land equal to twice the amount of the lien, which shall be verified by a Bailiff of Crown Lands, or other person whom the Minister may appoint.

21. Licence liens shall be executed, in duplicate, in the form prescribed in Schedule 27 hereto, or such other form as licensee and lienor may mutually agree upon.

22. Upon the application to register a licence lien being approved, the duplicate lien shall be forwarded to the Crown Lands Office, Melbourne, and on receipt attached to the papers in the case.

23. The licence lien shall be indorsed upon the licence in the form prescribed in Schedule 28 hereto.

24. The removal or discharge of any licence lien shall be notified to the Minister in the form prescribed in Schedule 29 hereto, and the licence shall be forwarded forthwith. Upon receipt of such notice and licence the indorsement on the licence shall be cancelled and the lien noted as discharged in the register.

25. When the lien has been discharged, the duplicate lien and the registration of the lien indorsed upon the licence shall be cancelled.

26. The memorandum of the charge upon the land by reason of such licence lien, when required to be indorsed on a Crown grant or lease before issue, shall be in the form prescribed in Schedule 30 hereto.

27. The fee for the registration of a licence lien shall be One pound.

#### TRANSFER OF LICENCE LIENS.

28. The holder of a registered licence lien may, if all rents or fees due to date have been paid, apply to transfer such licence lien to any other person.

29. Every application to register the transfer of a licence lien shall be made in the form prescribed in Schedule 31 hereto, and accompanied by a statement in the form prescribed in Schedule 32 hereto, signed by the licensee, acknowledging his indebtedness to still exist to the amount set forth by the licence lien.

30. No transfer of a licence lien shall be of any effect until the transfer shall have been registered in the Crown Lands Office, Melbourne.

31. The transfer shall be indorsed upon the licence, the lien, and the duplicate lien, in the form prescribed in Schedule 33 hereto.

32. The fee for registration of the transfer of a licence lien shall be One pound.

#### LEASES AND CROWN GRANTS.

33. Every application by a residence or non-residence licensee for a lease or a Crown grant of the agricultural or grazing allotment held by him under licence shall be made and shall be accompanied by a declaration in the form prescribed in Schedule 34 hereto.

34. The certificate for improvements issued by the Board of Land and Works, with respect to applications under section 44 or 50 of the *Land Act* 1890, or section 61, *Land Act* 1898, shall be in the form prescribed in Schedule 35 hereto.

35. Leases issued under section 44 of the *Land Act* 1890 shall be in the form prescribed in Schedule I or J (as the case may require) hereto, and shall be subject to such other exceptions, reservations, covenants, and conditions as the Governor in Council may in any particular case direct.

36. Leases issued under section 61 of the *Land Act* 1898 shall be in the form prescribed in Schedule J hereto, and shall be subject to such other exceptions, reservations, covenants, and conditions as the Governor in Council may in any particular case direct.

37. The fee for the preparation of a lease or for a certificate shall be One pound.

#### ORDERS FOR THE DELIVERY OF CROWN GRANTS.

38. Every order by a lessee of an agricultural allotment or a grazing allotment authorizing any other person to obtain from the Governor in Council his Crown grant shall be given in the form prescribed in Schedule 36 hereto.

39. Approved orders to obtain Crown grants shall be registered in a book in the form prescribed in Schedule 37 hereto.

40. The Secretary for Lands shall forward to the Registrar of Titles, once in every week, a copy of the register of approved orders, showing the transactions for the week preceding.

41. The fee for registration of an order authorizing any other person to obtain a Crown grant shall be Ten shillings, and shall be paid when the order is lodged at the Crown Lands Office, Melbourne, for registration.

#### PERPETUAL LEASES.

42. Every application for the surrender of a lease or licence of an agricultural allotment, and for the issue of a perpetual lease in lieu thereof, shall be made in the form prescribed in Schedule 38 hereto.

43. Every applicant desiring to select an agricultural allotment or a grazing allotment under perpetual lease shall apply in the form prescribed in Schedule 17 hereto, verified by a statutory declaration as stated therein, and shall post or deliver such application to the Land Officer for the district.

44. Perpetual leases for agricultural or grazing allotments shall be in the form and subject to the conditions prescribed in Schedule K hereto, and to such other conditions as the Governor in Council may in any particular case direct. The fee for preparation of a perpetual lease shall be One pound.

#### Chapter VI.—Auriferous Lands.

1. Every application for a licence under section 65, *Land Act* 1890, shall be made in the form prescribed in Schedule 39 hereto.

2. Except as hereinafter provided, licences shall not be granted for occupation of—

Lands comprised within proclaimed reserves, cities, or towns, or within a distance of 20 chains from sold building lots in boroughs, townships, or villages, or within a distance of 12 miles from the Post Office, Melbourne.

Lands so situated that the occupation thereof would obstruct the holders of miners' rights, saw-mill licences, wood or other licences, in their access to timber or water.

Lands situated on both banks of a river or creek containing permanent water.

Lands required for mining purposes, or if included in any mining claim, unless with the consent in writing of the mining manager of such claim and of the Minister of Mines first had and obtained.

3. Licences shall be in the form and subject to the conditions specified in Schedule L hereto. Provided always that the Governor in Council may, if he think fit, order that a licence may bear such date and be subject to such other conditions as shall meet the circumstances of any particular case.

4. Every such licence shall be dated the first day of the month next after that in which the issue of such licence shall have been approved; but the diagram of boundaries and statement of area shall be deemed as approximate and temporary only.

5. The fee payable for a licence shall be One shilling per acre per annum, excepting where the area of such land is under 10 acres or over 3 acres, in which case the annual fee shall be not less than Ten shillings, but when the area is 3 acres or under the annual fee shall be Five shillings.

6. Upon the expiration of any licence the Governor may, if he think fit, issue a new licence for the land to the holder of the expired licence upon the same or such other terms and conditions as may be deemed necessary, or a Receiver of Revenue may indorse by stamp on the back of the expired licence a notification in the form of Schedule 40 hereto, and such indorsement shall have to all intents and purposes the effect of a licence.

7. Assignment of the licensee's interest, either by operation of law or by consent of the Minister, shall be registered in the Crown Lands Office, Melbourne, and every application to transfer shall be made in the form prescribed in Schedule 41 hereto.

REGISTRATION OF LIENS UNDER SECTION 65, LAND ACT 1890.

8. Every application for permission to register a lien on a licence issued under section 65, *Land Act* 1890, shall be made in the form prescribed in Schedule 42 hereto.

9. Liens shall not be registered unless the conditions of licence have been complied with, and all fees due thereon have been paid.

10. The indorsement of the lien upon the licence shall be in the form prescribed in Schedule 43 hereto.

11. If a licensee has paid in rent what he deems to be the value of the land he may apply in the form prescribed in Schedule 44 hereto to have the value of the land appraised by the Board of Land and Works, and if it is found that such value has been paid the yearly rental shall in future be a sum not exceeding Two shillings and sixpence, and the annual licence shall be issued free of charge.

12. Every application for a licence under section 42 or 49 of the *Land Act* 1890, subject, *inter alia*, to the special mining condition set forth in section 89 of the *Land Act* 1898 and in Schedule G hereto, shall be made in the form prescribed in Schedule 17 hereto.

13. Every such licence shall be in the form and subject to the conditions specified in Schedules G and M or H and M hereto respectively, and to such other exceptions, reservations, covenants, and conditions as the Governor in Council may in any particular case direct.

14. The following fees shall be payable under section 65 of the *Land Act* 1890:—

	<i>s.</i>	<i>d.</i>
For preparation of licence or renewal thereof ...	2	6
For transfer of licence ...	10	0
For registration of licence lien ...	10	0

WORKED-OUT AURIFEROUS LANDS.

15. Every application for a licence under section 22, *Land Act* 1891, shall be made in the form prescribed in Schedule 45 hereto.

16. The licence-fee payable shall be at the rate of Five pounds per centum on the capital value of the land licensed, which shall be determined by the Board of Land and Works.

17. Licences to occupy worked-out auriferous Crown lands shall be in the form prescribed in Schedule N hereto.

18. Fees as follow shall be payable:—

	<i>s.</i>	<i>d.</i>
For preparation of licence ...	2	6
For transfer of licence ...	10	0
For registration of lien ...	10	0

REGISTRATION OF LIENS.

19. Every application for permission to register a lien on a licence under section 22 of the *Land Act* 1891 shall be made in the form prescribed in Schedule 46 hereto.

20. The indorsement of the lien upon the licence shall be in the form prescribed in Schedule 47 hereto.

21. Liens shall not be registered unless the conditions of the licence have been complied with, and all rents or fees due thereon have been paid.

**GRAZING LICENCES UNDER SECTION 67, LAND ACT 1890.**

22. Every application for a licence to occupy for grazing purposes the surface of auriferous lands shall be made in the form prescribed in Schedule 48 hereto.

23. Licences shall be in the form prescribed in Schedule O hereto.

24. Renewals of licences under this section shall be made in the form prescribed in Schedule 40 hereto, and shall be granted by the officer duly authorized by the Governor in Council in that behalf.

25. Every application for consent to transfer the interest in any such licence shall be made in the form prescribed in Schedule 49 hereto.

26. Every application for permission to fence the licensed land or part thereof shall be made in the form prescribed in Schedule 50 hereto, and the permission of the Board of Land and Works shall be given in the form prescribed in Schedule 51 hereto.

27. The fee for preparation of a licence under this section shall be One pound, and for every renewal Five shillings.

28. The fee for registration of a transfer shall be One pound.

**Chapter VII.—Swamp or Reclaimed Lands.**

1. Leases under section 85, *Land Act 1890*, for Swamp or Reclaimed lands, shall be in the form prescribed in Schedule P hereto, and shall be subject to such other exceptions, reservations, covenants, and conditions as the Governor in Council may in any particular case direct.

2. Every application for a conditional purchase lease shall be in the form prescribed in Schedule 52 hereto.

3. Every application for a perpetual lease shall be in the form prescribed in Schedule 52 hereto.

4. Every perpetual lease shall be in the form prescribed in Schedule Q hereto.

5. Every application for surrender of a lease or permit issued under the *Settlement on Lands Act 1893* to occupy a village community allotment or homestead section, and to take up or acquire the area and additional land (if any) under a perpetual lease or a conditional purchase lease, shall be made in the form prescribed in Schedule 53 hereto.

6. The fee for preparation of a lease, or a conditional purchase lease, or a perpetual lease, shall be One pound.

**Chapter VIII.—Leases under Sections 97, 98, and 100 of the Land Act 1890.**

1. Every application for a lease under section 97, or 98, or 100 of the *Land Act 1890*, or for a renewal under section 122 of the *Land Act 1898*, of a lease under section 97 of the *Land Act 1890*, shall be made in the form prescribed in Schedule 54 hereto.

2. Every application for a lease under section 97 or 98 of the *Land Act 1890* shall be accompanied by a plan showing the lengths and bearings of the boundary lines of the site applied for and their connexion with some fixed point of a survey made under the direction of the Board.

3. Every application for a lease under section 100 of the *Land Act 1890* shall be accompanied by plans and sections. The plans shall show the lands proposed to be leased, and every proposed diversion of existing roads, and where a line of tramway proposed to be formed would cross an existing surveyed road, transverse and longitudinal sections drawn to scale shall be given, whether such crossing be level or otherwise, showing the manner in which it is proposed to obviate obstruction to or interruption with traffic on the said road, and the provision for the prevention of accident at such crossing.

4. Notice of every application for a lease under section 100, *Land Act 1890*, shall, at the cost of the applicant, be published in the *Government Gazette* and in a newspaper circulating in the district wherein the land is situated.



5. Every plan and every section accompanying any application under this Chapter shall be drawn on a scale of eight chains to one inch by an authorized surveyor, and shall be signed by him.

6. Every lease shall be in the form prescribed in Schedule R hereto, and shall be subject to such other covenants and conditions and to the payment of such rent or royalty as the Governor in Council may prescribe, not being less than the amounts provided in the Land Acts.

7. The fee for the preparation of a lease shall be Two pounds.

#### Chapter IX.—Miscellaneous Licences.

(Section 99, *Land Act* 1890.)

1. Every application for a licence comprised in the first division shall be made in the form prescribed in Schedule 54 hereto; but the Minister may, if he think fit, dispense with a plan, either temporarily or wholly. The fee for registration of such application shall be Two shillings and sixpence.

2. No application, unless specially ordered, shall be remitted to a Local Land Board.

3. Licences under this Chapter, unless otherwise provided, shall be classed in two divisions:—

The first division shall comprise those licences which confer the exclusive right to enter upon any Crown lands not under lease or licence, and shall be for the purposes and subject to the payment of the fees set forth in Schedule 55 hereto and to the conditions specified in Schedule S hereto.

The second division shall comprise those licences which do not confer any exclusive right, and shall be for the purposes and subject to the payment of the fees set forth in Schedule 56 hereto and to the conditions specified in Schedule T hereto.

4. The provisions of Chapter V. of Part I. and Chapter III. of Part II. of these Regulations, except as hereinafter provided, shall apply to applications under the first division.

5. Licence-fees shall be payable quarterly in advance, unless otherwise specially provided.

6. Licences under Schedule 55 hereto shall be issued by the officers appointed by the Treasurer for that purpose.

7. Licences for lime sites north of and adjoining the Botanical Gardens at Geelong shall be issued subject to the conditions prescribed in Schedule U hereto, and shall be renewable annually only on the said conditions being fulfilled, and all other licences under the first division shall be in the form and subject to the conditions specified in Schedule S hereto, and, if deemed expedient, to all or any of the special conditions specified therein, and to such other special conditions as may be necessary in any particular case.

8. Licences under the second division shall be in the form prescribed in Schedule T hereto.

9. The interest in a licence issued for any of the purposes specified in Schedule 55 hereto may be transferred, with the consent of the Minister, upon payment of a fee of One pound, and a new licence may thereupon issue to the transferee, or the transfer may be indorsed on the current licence.

10. Every application to purchase under the provisions of section 113 of the *Land Act* 1898 land held under section 99, *Land Act* 1890, as a site for a butter factory or creamery, or as a site for a residence, garden, inn, store, smithy, or similar building in a thinly populated district, and not within the boundaries of a city, town, or township, and of which the licensee has been in possession for at least five years shall be made in the form prescribed in Schedule 57 hereto.

#### RESIDENCE LICENCES.—STATE FORESTS.

11. Every application for a residence licence for a site in a State Forest shall be made in the form prescribed in Schedule 58 hereto, and shall be accompanied by a plan. The area of each site shall not exceed one acre.

12. Every residence licence shall be in the form prescribed in Schedule V hereto, and be subject to payment in advance of an annual fee of Ten shillings.

13. Upon the expiration of any such licence, a new licence may be issued to the holder of the expired licence for the land comprised therein upon the same or such other terms and conditions as may be deemed necessary, or the renewal may be

indorsed on the back of the expired licence in the form of Schedule 59 hereto, and the indorsement shall have to all intents and purposes the effect of a licence.

14. The charge for survey of every site shall be One pound ten shillings, and the fee for transfer of the licence thereof shall be One pound.

GRAZING LICENCES.—(SECTIONS 89 AND 123, LAND ACT 1890.)

*Crown Lands other than State Forests.*

15. Every licence shall be in the form prescribed in Schedule W hereto, and shall be subject to the conditions prescribed therein and to such other conditions as may be considered necessary, and licences shall be issued by any person duly authorized by the Governor in Council.

16. Every application to transfer a licence shall be in the form prescribed in Schedule 60 hereto, and the fee for such transfer shall be One pound.

*State Forests.*—(Section 87, Land Act 1890.)

17. Every grazing licence shall be in the form and subject to the conditions contained in Schedule W hereto, and shall be subject to such exceptions, reservations, covenants, and other conditions as the Governor may in any particular case direct, and every application to transfer a licence shall be in the form prescribed in Schedule 60 hereto, and the fee for such transfer shall be One pound.

*State Forests and Timber Reserves.*—*Licence to Depasture.*

18. Persons resident within five miles of the Ballarat and Creswick State Forest may, subject to the conditions specified in Schedule X hereto, depasture in the said forest any number not exceeding in the whole thirty head of cattle.

19. Persons resident in Victoria and within twenty miles of the Barmah and Yielima State Forest, or of the Egerton and Kamarooka State Forest respectively, may, subject to the conditions specified in Schedule X hereto, depasture in such forest any number not exceeding in the whole thirty head of cattle.

20. Persons resident in the county of Gunbower may, subject to the conditions specified in Schedule X hereto, depasture any number not exceeding in the whole thirty head of cattle in that portion of the Gunbower State Forest situated south of Grazing Block No. 2922.

21. Persons resident in Victoria and within twenty miles of the timber reserve in the parish of Ulupna, commencing on the Ulupna Creek and adjoining allotments 12, 11, 10, 6A, 23, 24, 26, 36, 5, 4, 33, 30, 28, 29, 27, 24A, section A, of the said parish, and terminating at the Kynmerr Creek, may, subject to the conditions specified in Schedule X hereto, depasture in such timber reserve any number not exceeding in the whole thirty head of cattle.

22. The licence to depasture shall be in the form prescribed in Schedule Y hereto.

**Chapter X.—Miscellaneous.**

**APPLICATION FOR FORFEITURE.**

1. Any applicant for the forfeiture of any lease or licence shall support his application by a statutory declaration setting forth under the following heads the grounds and particulars on which such application is made, viz.:—

- (a) The time when the lease or licence was issued, the situation and area of the land, and the name of the lessee or licensee.
- (b) The nature of improvements (if any) on the land.
- (c) The name of the person or persons (if any) resident on the land.
- (d) The use to which the land has been applied.
- (e) Particulars of the conditions of the lease or licence which are alleged to have been broken or not fulfilled, or of the acts of fraud, illegality, or violation of the Land Acts on the part of the lessee or licensee.
- (f) The occupation of the applicant for forfeiture, and the extent of land (if any) held by him in fee simple or under lease or licence, and the use to which such land is applied.

2. The application for forfeiture and the declaration shall be forwarded to the Land Officer in whose district the land is situated, who shall report thereon to the Minister.

3. If the Minister thinks fit to call upon a lessee or licensee to show cause before a Local Land Board against the forfeiture of his lease or licence, the Local Land Board shall furnish notes of the evidence taken with a recommendation.

#### APPLICATIONS TO PURCHASE.

(Section 18, *Land Act 1890.*)

4. Any holder of a licence under section 49 of *The Land Act 1869* or of a lease under section 47 of *The Land Act 1862*, who may be desirous of exercising under the provisions of section 18 of the *Land Act 1890* the exclusive right of purchasing the land so held, shall apply in the form pre-scribed in Schedule 61 hereto.

5. Any person holding a licence or who shall hereafter hold a licence under section 49 of *The Land Act 1869* for land situated without the boundaries of a borough, township, or village, and who has or shall hereafter have paid in fees for the occupation of the area specified in the licence, a sum in the aggregate equal to the value of the land (which value shall be determined in the manner prescribed in section 18 of the *Land Act 1890*), shall be entitled to apply to remain in occupation at a reduced rental of Two shillings and sixpence (2s. 6d.) per annum, and upon the approval of the application a licence may issue at such reduced rental.

(Section 114, *Land Act 1898.*)

6. Every application to purchase under the provisions of section 114 of the *Land Act 1898* any portion of forest lands of which the applicant has been in undisturbed possession for not less than five years before the 1st day of July, 1899, shall be made in the form prescribed in Schedule 62 hereto.

7. Should there be mining or other valid objections to the issue of a Crown grant a licence shall issue, if the Governor in Council think fit, upon the same terms and conditions and subject to the same licence-fees as if the said licence were granted under section 65 of the *Land Act 1890*.

#### LAND VOUCHERS.

8. The Board of Land and Works may upon application of a licensee under section 42 of *The Amending Land Act 1865* or section 49 of *The Land Act 1869*, whose application to purchase under section 2 or 18 of the *Land Act 1890* has been refused by the Board because of an objection to the alienation of the land comprised in the licence on the ground of its being auriferous or for other reasons of a public nature, and upon its being proved to the satisfaction of the said Board that the said licensee has been in possession of the said land for a period of two years and a half, that the conditions of the licence have been complied with, and that the licensee has paid for occupation fees a sum in the aggregate equal to the value of the land (which value shall be determined in the manner prescribed in section 31 of *The Land Act 1869* and in section 18 of the *Land Act 1890*), and upon payment of a fee of One pound issue a land voucher in the form prescribed in Schedule 63 hereto, and shall upon execution by the said licensee of a transfer indorsed thereon and its acceptance by the transferee and payment of a fee of One pound, issue a fresh voucher to the transferee, and register the transfer in the books of the office of the said Board. Every such transfer shall be in the form prescribed in Schedule 63 hereto.

#### PASTORAL ALLOTMENTS AND GRAZING AREAS.

##### INGRESS, EGRESS, AND REGRESS REGULATIONS.

9. Every lessee of a pastoral allotment or of a grazing area shall at all times permit free ingress, egress, and regress into, out of, and upon his leasehold to every other lessee of a pastoral allotment or a grazing area, his agents and servants, with or without live stock or vehicles, travelling from and to any road or track usually used, and shall for that purpose erect swing-gates in his fences at the most convenient places for such persons so travelling, or where any right of ingress, egress, and regress has been proclaimed in favour of the public under section 112 of the *Land Act 1898*.

10. Every such lessee, his agents or his servants, travelling through a pastoral allotment or a grazing area of another lessee shall enter and depart only by means of the swing-gates above referred to, and shall take such route as shall not interfere with

the improvements or domestic or other arrangements of the lessee through whose pastoral allotment or grazing area he is travelling.

11. The swing-gates shall be closed by the persons travelling immediately after they have passed through.

12. No person travelling through a pastoral allotment or a grazing area shall damage or in any way interfere with the improvements, sheep, cattle, or other property of the lessee through whose pastoral allotment or grazing area he is travelling.

13. Every lessee of a pastoral allotment or a grazing area desiring to travel cattle or sheep through another persons' pastoral allotment or grazing area shall, if the number of such stock exceed 10 cattle or 50 sheep, not less than twelve hours or more than twenty-four hours before entering upon such pastoral allotment or grazing area, give or deliver at the residence of the occupier of the leasehold, or, if there be no occupier, then shall post in some conspicuous place on such leasehold a notice of his intention to drive such cattle or sheep; and all cattle or sheep travelled through a pastoral allotment or grazing area shall be driven in accordance with the provisions of these Regulations, and without any delay, and with proper reasonable speed.

#### RESUMPTION OF LAND AS SITES FOR TOWNSHIPS OR VILLAGES OR FOR MINING PURPOSES.

14. Whenever it shall appear to Her Majesty, her heirs and successors, that it is expedient to resume as sites for one or more townships or villages any land forming part of a pastoral allotment or grazing area under the condition above recited, the full value, not exceeding the amount expended thereon by the lessee, of all houses, fences, wells, reservoirs, tanks, dams, and other substantial and permanent improvements made, erected, or constructed by the lessee on the land so resumed shall be ascertained by arbitration.

15. Such arbitration shall be carried out in the same manner as is hereinafter provided with respect to resumption for mining purposes.

16. Any person desirous of moving Her Majesty, her heirs and successors, to resume for mining purposes any of the land comprised in any lease of a pastoral allotment or of a grazing area, shall do so by addressing the Minister in the form or to the effect contained in Schedule 64 hereto.

17. Such resumption may be enforced under the 10th sub-section of section 27 or the 11th sub-section of section 38 of the *Land Act* 1890.

18. Such applicant shall forward to the Minister, with his application, the sum of Ten pounds, which shall be dealt with as hereinafter directed. He shall also forward a plan showing what portion of the leased lands he desires to have resumed and a statement in the form of a statutory declaration of the reasons why he desires such resumption.

19. Such statement shall be in duplicate.

20. On the receipt of such application, plan, and duplicate statement the Minister may, if in his opinion a *prima facie* case for resumption is made out, require the lessee, as also his registered mortgagee or mortgagees (if any), to show cause before him, on a day to be fixed by him, why, on payment to him of the full value of all the matters and things enumerated in sub-section 11 of section 38, *Land Act* 1890, Her Majesty, her heirs, and successors should not resume possession of and re-enter upon the lands applied for, or such part as the Minister may approve.

21. Such cause shall be shown by the lessee or his registered mortgagee or mortgagees (if any) by his or their forwarding to the Minister in the form of a statutory declaration his or their reasons why such resumption should not take place, or why a smaller area than that desired by the applicant should be resumed.

22. Before making such statement the lessee may require to be furnished with the duplicate statement before mentioned for his guidance in framing his counter statement.

23. Should such lessee or mortgagee or either of them decline or neglect to forward to the Minister such counter statement the Minister may act, should he think proper so to do, on the statement made by the applicant, and any other evidence that the Minister may require; but before so acting he shall satisfy himself that the intended application has been brought to the notice of the lessee or mortgagee or their agents or representative.

24. On receipt of such counter statement of the lessee and mortgagee the Minister may, if he be of opinion that such counter statement is a sufficient answer to such application, inform both

parties of such his opinion and determination, and may, should he so think fit, out of the money deposited with him by the applicant, award all reasonable costs to the lessee or mortgagee, or both, and pay the balance (if any) to the applicant.

25. Should the Minister be of opinion that such counter statement is an insufficient answer to such application he may inform all parties of such his opinion and determination, and shall at the same time fix definitely the area and boundaries of the land to be resumed, and (unless all parties agree within one week after having been notified thereof as to the amount of compensation, or unless within fourteen days thereafter the lessee or mortgagee shall in writing desire the amount to be ascertained by arbitration as hereinafter mentioned) may refer the question of such amount to a warden.

26. Such warden shall fix a day for the determination of such question, and on such day, or any later day to which such determination may be adjourned, shall in the presence of all parties, or in the absence of either of them on proof satisfactory to him that such party has been duly notified of the time and place where such inquiry shall be held, fix the amount of the valuation to be paid to the lessee.

27. The warden shall report to the Minister the amount of the compensation as fixed by him, as also the amount of costs (if any) which the applicant ought to pay to the lessee.

28. Such costs shall be paid out of the sum deposited by the applicant, and the balance (if any) shall, on the resumption of the land applied for by the applicant, be paid to him.

29. Should the lessee or mortgagee within the time hereinbefore limited desire that the amount of compensation be ascertained by arbitration and not by a warden he may do so, provided that he signifies his desire to the Minister and appoints his arbitrator and communicates such desire and appointment to the applicant within one week after the Minister has informed him that his counter statement is insufficient, and thereupon the applicant shall within one week after such communication has reached him appoint his arbitrator and inform the Minister of such appointment, and these two arbitrators shall appoint a third.

30. If the land in question is mortgaged the lessee and mortgagee shall only appoint one arbitrator between them, and if they cannot agree upon such arbitrator the Minister shall elect between the person nominated by the lessee and first mortgagee respectively, and the person elected by him shall be the joint arbitrator of the lessee and the mortgagee or mortgagees.

31. Should either party neglect to appoint an arbitrator, or should such arbitrator when appointed die, refuse to act, or become incapable of acting, such proceeding shall *mutatis mutandis* be taken for the purpose of remedying the consequence of such neglect, death, refusal to act, or incapacity as are contained in the 47th and 48th sections of the *Land Act 1890*.

32. The arbitrators or a majority of them shall, within one month after their appointment, or such later day as shall from time to time be allowed by the Minister, report to him the amount of compensation as fixed by them, as also the amount of costs (if any) which the applicant ought to pay to the lessee.

33. Such costs shall be paid in the same manner and out of the same fund as is provided with respect to a reference to a warden.

34. On the amount of compensation being ascertained it shall be paid to the lessee or mortgagee, or as may be agreed upon between them, but if they cannot agree upon the disposal of such amount, or if when tendered to the lessee or mortgagee it shall be refused to be accepted, it shall be paid into the Supreme Court to abide the direction of the court as to its distribution.

35. On such amount of compensation being paid or tendered to the lessee or mortgagee such lessee shall forthwith surrender to Her Majesty, her heirs, and successors his lease, and he shall be entitled to receive free of cost a fresh lease for the unexpired term thereof, at a rent reduced in proportion to the area of land resumed.

#### POSTPONEMENT OF ARREARS OF RENT.

36. Any lessee under section 44 or 49 of the *Land Act 1890*, or the corresponding sections of any repealed Act, whose lease was in force on the 1st July, 1899, may apply within twelve months therefrom in the form prescribed in Schedule 65 hereto

for postponement of payment of rents due on the date specified, and any extension granted shall be indorsed on the lease in the form prescribed in Schedule 66 hereto.

#### TRANSFER OR MORTGAGE OF LEASEHOLDS.

37. Every application for consent of Board of Land and Works to transfer, sublet, or mortgage a pastoral allotment leasehold or a grazing area leasehold or a perpetual leasehold under the *Land Act 1898* shall be made in the form prescribed in Schedule 67 hereto.

38. The form of consent of the Board of Land and Works shall be as prescribed in Schedule 68 hereto.

39. The fee for such consent shall be One pound.

#### VILLAGE SETTLERS.

40. Every application to surrender a lease or a permit under the *Settlement on Lands Act 1893* to occupy a village community allotment or homestead section, and to take up or acquire the area and additional land (if any) under a perpetual lease or conditional purchase lease, shall be made in the form prescribed in Schedule 53 hereto.

### Chapter XI.—Commons.

1. The council of the municipality within the boundaries of which any common is wholly included shall, except as hereinafter provided, be the managers thereof.

2. In all cases in which a common shall be situate partly within a municipality, or partly within two or more municipalities, the council of the municipality within the boundaries of which the largest extent of such common shall be included shall, except as hereinafter provided, be the managers thereof.

3. Every gold-field common shall be managed by the members for the time being of the mining board of the mining district within the boundaries of which such common is included, unless, owing to the distance of any gold-field common from the office or place of meeting of any mining board, such common can be more conveniently or efficiently managed by other persons whom the Minister may nominate.

4. Every borough or town common shall be managed by the members for the time being of the council of the municipality in connexion with which such common was proclaimed.

5. All commons amalgamated previously to the passing of the *Land Act 1890*, or hereafter amalgamated, may be managed by the members for the time being of two or more of the before-mentioned councils or boards. The Governor in Council may, however, place an amalgamated common under the management of one only of the before-mentioned councils or boards, or under management of delegates from each council or board.

6. The managers of commons wholly or partially comprised within cities, towns, boroughs, or townships, and of gold-field commons, may grant to butchers or to slaughtermen special licences to depasture, for such periods of time as may be agreed on, cattle intended for slaughter, subject to the condition that the fees shall not be at a proportionately less rate than Two shillings per head per annum for large cattle, and One shilling per head per annum for small cattle.

7. The Minister shall nominate, for appointment by the Governor in Council, the persons who shall be managers of all farmers' commons, temporary commons, and town commons outside the boundaries of any municipality.

8. Every application for the proclamation of a common under the *Land Act 1890* shall be made in the form prescribed in Schedule 69 hereto.

9. Every application for extension of an existing common shall be made in the form prescribed in Schedule 70 hereto.

10. Ratepayers, holders of miners' rights, business licences, or carriers' licences, and farmers may respectively depasture on a common, within a distance of five miles (ten miles at the option of the Minister) from their places of residence, four head of large cattle, or the equivalent of the whole or a portion thereof in small cattle, on the basis that one head of large cattle be deemed equivalent to three head of small cattle. A farmer having under cultivation not less than one-tenth portion of the land occupied by him may depasture on

such a common one additional head of large cattle, or the equivalent in small cattle, for every ten acres of such land cultivated by him.

11. The fees for depasturing cattle on a common shall be paid in advance, and shall not be less than Two shillings per annum for every head of large cattle and One shilling per annum for every head of small cattle. The managers of any common may, from time to time and at any time, make alterations in the scale of fees, but not below the prescribed limits, and every such alteration shall be subject to the approval of the Board, and be published by the managers in the *Government Gazette*, and in a newspaper circulating in the district wherein the common is situated.

12. The managers of a common shall have power to appoint a herdsman to take charge of the cattle depastured on such common, and to be responsible for the efficient carrying out of the regulations for the management thereof. The herdsman shall conform to any special instructions issued to him by the managers of the common relative to the registration, custody, and delivery to owners of the cattle depastured thereon, and to the prevention of trespass on the common of cattle other than travelling cattle for which no commonage fees have been paid. Such herdsman shall be remunerated for his services out of the fund derived from the commonage fees, and he shall provide security for the honest and faithful discharge of his duties in such amount as the managers of the common may deem adequate.

13. The money derived from the fees received for the agistment of cattle on a common may, after paying for the services of the herdsman, be expended by the managers of such common in the publication of the regulations for its management, the purchase of account books, stationery, branding irons and tar, and in the eradication of thistles, Bathurst burr, wild briar, and gorse, and in the destruction of vermin on the common. The surplus over such expenditure may be applied with the concurrence of the Board, under its seal, to the formation of dams for storage of water on the common, the improvement of natural water-holes, the construction and repair of stockyards, the improvement of such approaches to the common as are not proclaimed roads or streets, and to any other purpose which the Board may consider desirable.

14. The managers of every common shall keep books in the forms prescribed in Schedule 71 hereto, in which books shall be recorded the description and brands of the cattle depastured on the common, the money received as commonage fees, the payments made from the fund derived therefrom, the dates of such payments, and the authority for making them; and the managers shall give, in the form prescribed in said Schedule, printed receipts consecutively numbered, the butts of which receipts shall be retained for inspection.

15. The managers of every common shall, within one month after the termination of each year, publish in a newspaper circulating in the district wherein the common is situated a certified account of their receipts and expenditure for the year, in the form prescribed in Schedule 72 hereto, and forward copy thereof to the Board.

16. No animal affected with any contagious disease shall be allowed to depasture on any common.

17. Every person offending against any regulation for the management of a common shall, on conviction before any justice, forfeit and pay a penalty not exceeding Twenty pounds for each offence.

18. The managers of every common may sue for and recover any fees overdue for depasturing stock on such common or for any penalty for breach of any regulation for management of such common.

19. The managers of any common may submit to the Board draft regulations for the management of the common, provided that they be not inconsistent with the provisions of the foregoing general regulations for the management of commons, and such draft regulations, after revision by the Board and approval by the Governor in Council, shall be published in the *Government Gazette*, and by such managers in the newspapers circulating in the district wherein the common is situated.

20. The Board may at any time direct a special audit of the accounts of the managers of any common to be made by such person or persons as it thinks fit.

July 11, 1899.

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SCHEDULE 1.—(CHAP. IV., PART 1.)

TRANSFER OF INTEREST IN LAND.

Insert transferror's name and residence, profession, trade, or occupation. of allotment acres section containing rods and perches of land. being the purchaser.

Strike out the words "township of" if inapplicable. in the township of parish of county of sold as lot at the sale of Crown Lands held-at on 189 and on which the full amount of purchase money has not yet been paid, in consideration of the sum of

Insert transferee's name and residence, profession, trade, or occupation. my interest in the said land to and I hereby request His Excellency the Governor in Council to register this transfer. Dated this day of One thousand eight hundred and ninety-

Transferror's name. (See note.) Signed by the said in the presence of And I the said do hereby accept the above transfer, and undertake to pay the residue of purchase money and fees in the manner prescribed by the conditions under which the above land was sold by the Crown, and further agree to abide and be bound by all the conditions of sale in the same manner as was the original purchaser from the Crown.

Transferee's name. (See note.) Signed by the said in the presence of

NOTE.—The witness may be (within the limits of Victoria) either the Secretary for Lands or a Justice of the Peace, Notary Public, Solicitor of the Supreme Court, or Commissioner for taking Affidavits, or a Perpetual Commissioner, or any Officer of the Lands Department or Treasury, or any other person authorized in that behalf by the Governor in Council; and (without the limits of Victoria) either a Notary Public or Commissioner for taking affidavits, or else the Mayor or other Chief Officer of any city or municipal corporation within the United Kingdom of Great Britain and Ireland, or the Officer Administering the Government of, or the Judge of any Court of Record in, any British Possession, or the British Consular Officer at any foreign place. If the witness, whether within or without the limits of Victoria, be any other person, the following form to be used IN ADDITION :—

Certificate of Secretary for Lands or other authorized person taking declaration of attesting witness. Appeared before me at day of , on the hundred and One thousand eight the attesting witness to this instrument, and declared that he personally knew the person signing the same, and whose signature the said attested; and that the name purporting to be the signature of the said is his own handwriting, and that he was of sound mind, and freely and voluntarily signed such instrument.

The fee for registration of a transfer is Ten shillings. If two or more lots be included in one transfer, a separate fee of Ten shillings must be paid for each and every lot. Duty stamps under the Stamps Act 1890 must, when necessary, be affixed to the transfer and cancelled. No transfer can be registered if any of the instalments of purchase money be overdue. When a transfer has been properly filled in, executed, and attested, and duty stamps to proper value have been affixed and cancelled, it should be lodged at, or posted to, the Crown Lands Office, Melbourne, addressed to the Secretary for Lands, with the necessary fee for registration.

SCHEDULE 2.—(CHAP. II., PART 2.)

APPLICATION TO SURRENDER LEASE OF PASTORAL ALLOTMENT.

I hereby apply to surrender to Her Majesty the Queen my lease in respect of pastoral allotment in the parish of county of

Dated this day of Signature— Postal address—

SCHEDULE 3.—(CHAP. II. AND IV., PART 2.)

SURRENDER OF LEASE.

This indenture, made the day of between the within named of the one part and Her Majesty Queen Victoria of the other part, witnesseth that for divers good causes and considerations him thereunto moving the said doth by these presents absolutely surrender unto Her Majesty, her heirs and successors, all and singular the lands and hereditaments mentioned and described in the within presents to hold the said lands and hereditaments unto Her Majesty, her heirs and successors, as of her and their first and former estate, and freed and absolutely discharged and exonerated from the within lease, and every clause, condition, covenant, and agreement therein contained.

In witness whereof the said hath hereunto subscribed and affixed his name and seal the day and year first above written. Signed, sealed, and delivered by the said this day of in the presence of



July 11, 1899.

## SCHEDULE 4.—(CHAP. II., PART 2.)

APPLICATION FOR A RIGHT TO A LEASE FOR A PASTORAL ALLOTMENT,  
UNDER THE LAND ACT 1898.

I, \_\_\_\_\_ of \_\_\_\_\_ hereby apply for a lease for  
pastoral purposes of the land described hereunder:—

Situation and Area of Land applied for.	Description of Land applied for, if previously unsurveyed, or forming part only of a surveyed allotment.	Report by Land Officer.
County— Parish— Allotment— Section— acres. roods. perches. Extent—		Date and hour of receipt of application } Report— Date of transmission of order to survey to authorized surveyor } <i>Land Officer</i> at

Signature—

Occupation—

Postal address—

I, \_\_\_\_\_ of \_\_\_\_\_ do hereby declare that I am of the full age of eighteen years; that I am not the lessee of a pastoral allotment.

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

Signature—

Declared at \_\_\_\_\_ in the colony of Victoria,  
this \_\_\_\_\_ day of \_\_\_\_\_  
before me—

Justice of the Peace in and for the \_\_\_\_\_ Bailiwick  
of the Colony of Victoria.  
Or Commissioner for taking Declarations and Affidavits.

## SCHEDULE 5.—(CHAP. II., PART 2.)

## CONDITIONS OF SALE OF THE RIGHT TO LEASE PASTORAL ALLOTMENTS.

1. The right to lease pastoral allotments shall be offered for sale at the annual rents respectively stated and annexed to the description thereof, and the bidder of the highest sum by way of premium shall be declared the purchaser, provided he shall immediately pay down such sums and sign the description hereunto annexed, of the pastoral allotment of the right to lease of which he shall have become the purchaser; and, in default of such payment being immediately made, the pastoral allotment shall again be forthwith put up to auction.

2. The annual rents shall be due and payable by the purchasers, in advance, in two half-yearly moieties, on the 1st January and 1st July in every year, till the termination of the period of lease.

3. Immediately after the biddings on each pastoral allotment are concluded, and before another allotment is put up, the name of the purchaser shall be entered, by the officer conducting the sale, in the list of the descriptions of the pastoral allotments annexed to these conditions. If, previous to such entry, any question or dispute shall arise between the seller and bidder, or amongst the bidders themselves, the allotment in question shall be put up for sale again. Subsequent to such entry no dispute whatever shall be admitted, nor shall any alteration of names or transfer from the actual purchaser be allowed.

4. The purchasers of the occupation of these pastoral allotments shall be entitled to receive leases in the prescribed form, and subject to such other conditions as may be lawfully imposed.

5. If the officer acting on behalf of the Government shall find reason to believe that any pastoral allotment will not obtain its just value, or if he shall otherwise think fit to withdraw the same from sale, he shall have full power to do so at any time previous to its actually being sold.

6. Persons having affixed their signatures to the list of descriptions of the pastoral allotments annexed to these conditions as purchasers or agents of purchasers of the occupation of the allotments to the description of which their signatures are so attached or fixed shall be held to have previously obtained all necessary information, and shall not be entitled to allege ignorance or any other cause for their not fulfilling all and every obligation incumbent upon them by these conditions.

7. All offers and leases relative to these pastoral allotments shall be held to refer to the boundaries of same as projected on the public charts, and shall be described as containing an area more or less. No claim for compensation as to any deficiency in the area shall be entertained.

We, the undersigned, do hereby acknowledge that we are the purchasers, or agents of the purchasers, of the pastoral allotments to which our names are respectively signed.

In witness whereof we have severally signed our names hereto and to the description of each pastoral allotment, the lease of which has been so purchased by us.

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

July 11, 1899.

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SCHEDULE 6.—(CHAP. II., PART 2.)

APPLICATION BY PASTORAL LESSEE TO SELECT A HOMESTEAD UNDER THE LAND ACT 1898.

Being the lessee of pastoral allotment No. ... parish } of ... county } and having complied with all the conditions and covenants of my lease, I hereby apply to select as a homestead the undermentioned portion of the said pastoral allotment, not exceeding two hundred acres of first-class land, three hundred and twenty acres second-class land, six hundred and forty acres third-class land, and described hereunder.

Description of Land applied for:

Dated this ... day of ... Signature— Occupation— Postal address—

SCHEDULE 7.—(CHAP. III., PART 2.)

STATEMENT UNDER SECTION 110 OF THE "LAND ACT 1890," AS AMENDED BY THE "LAND ACT 1891."

Special attention is directed to the above-mentioned section, which reads as under:—

110. Any person who, on making application for a lease or licence of a pastoral allotment, grazing area, agricultural allotment, or other selection under the Land Act, wilfully makes any false statement, or refuses to answer any question relating to such application which may be put to him by the land officer, or wilfully gives a false answer to any such question, shall be liable on conviction to a penalty of not less than ten pounds nor more than fifty pounds, or to be imprisoned for not less than fourteen days nor more than six months.

Table with 2 columns: Questions. and Answers. containing a list of questions and their corresponding answers.

\* The words in italics can be struck out if the application is made under non-residence conditions.

I, the undersigned, being an applicant under section ... of the Land Act 189 for a Licence for ... acres of land situate in the parish of ... in view of the provisions of section 110 of the Land Act 1890 as amended by the Land Act 1891, do hereby state that the answers given to the above questions are true and correct in every particular.

Dated this ... day of ... Signature— Postal address—

Signature of Witness— Land Officer, Justice of the Peace, or a Commissioner for taking Declarations and Affidavits. Address—

If this statement is not made to the Land Officer personally it must be signed before a Justice of the Peace, or a Commissioner for taking Declarations and Affidavits.

SCHEDULE 8.—(CHAP. IV., PART 2.)

APPLICATION TO SURRENDER LEASE OF GRAZING AREA.

A. R. P.

I hereby apply to surrender to Her Majesty the Queen my lease of the grazing area specified in the margin hereof, and I forward, herewith, the consent in writing of the mortgagee.

Dated this ... day of ... Signature— Postal address—

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SCHEDULE 9 —(CHAP. IV., PART 2.)

APPLICATION FOR A LEASE OF A GRAZING AREA UNDER THE LAND ACT 1898.

\* Here state I, <sup>of</sup> name in full hereby apply for a lease under the Land Act 1898 of the grazing place of abode <sup>area</sup> described hereunder : and occupation.

Situation and Area of Land applied for.	Description of Land applied for, if previously unsurveyed, or forming part only of a surveyed allotment.	Report by Land Officer.
County—		Date and hour of receipt of application } Report— Date of transmission of order to survey to authorized surveyor } <i>Land Officer</i> at
Parish—		
Allotment—		
Section— acres, roods, perches.		
Extent—		

Signature—  
Occupation—  
Postal address—

Declaration.

I, <sup>of</sup> <sup>has not selected, Acts</sup> <sup>he may strike out the words in italics.</sup> hereby declare\* that I have selected under this and previous Land <sup>Acres</sup> acres; and that the area I now desire to obtain would not, if added to the area already held under a lease as a grazing area or selected by me under this or any previous Land Act or Acts, exceed <sup>acres of first, second, or third class</sup> acres of first, second, or third class land; that I am not under eighteen years of age. And that the statements made by me in reply to the questions hereto are true and correct in every particular.

Questions.	Statements in Reply.
1. Do you own any land in fee simple? If so, state the number of acres, situation, and purpose to which it has been applied ... ..	
2. Have you at any time obtained any land under lease or licence from the Crown? If so, When? ... .. Under what section and Act? ... .. Where situated? ... .. Area? ... .. Is the lease or licence still in force?	
3. Have you obtained a lease of a grazing area under the Land Act 1898 by application or transfer? If so, state particulars When obtained? ... .. Where situated? ... .. Area? ... ..	

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

Declared at <sup>Signature—</sup> in the colony of Victoria, this <sup>day of</sup> before me,

Justice of the Peace in and for the Bailiwick of the Colony of Victoria, or Commissioner for taking Declarations and Affidavits.

† The magistrate's signature is only required here in cases where the applicant is a marksman, and can neither read nor write. + I hereby certify that this declaration was read to the declarant in my presence this <sup>day of</sup>

Justice of the Peace in and for the Bailiwick of the Colony of Victoria, or Commissioner for taking Declarations and Affidavits.

SCHEDULE 10.—(CHAP. IV., PART 2.)

APPLICATION TO SURRENDER WHOLE OR PART OF GRAZING AREA.

A. B. P.

I hereby apply to surrender to Her Majesty the Queen my lease of the *whole or part* of the grazing area specified in the margin hereof, and I forward herewith a sketch whereon is indicated the part desired to be surrendered.

Dated this <sup>day of</sup>

Signature—  
Postal address—

July 11, 1899.

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SCHEDULE 11.—(CHAP. IV., PART 2.)

APPLICATION TO SURRENDER PART OF GRAZING AREA IN FAVOUR OF WIFE  
OR CHILD OF LESSEE.

A. R. P.

I hereby apply for permission to surrender to Her Majesty  
the Queen such part of the grazing area specified in the  
margin hereof as is indicated on the accompanying sketch  
in order that a new grazing area lease of the surrendered  
part may be granted to my wife or child.

Section—

Signature—

Postal address—

Declaration.

I, \_\_\_\_\_ of \_\_\_\_\_ in the colony of Victoria,  
do solemnly and sincerely declare that \_\_\_\_\_ chains of  
fencing have been erected on the land of the value of \_\_\_\_\_ per chain, and  
that other improvements upon the said land have been made to the value of  
£ \_\_\_\_\_

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

Signature—

Declared before me, at \_\_\_\_\_ in the colony aforesaid, this  
day of \_\_\_\_\_ in the year of our Lord One thousand  
\_\_\_\_\_ Justice of the Peace in and for the Colony  
of Victoria, or Commissioner for taking Declarations and Affidavits.

SCHEDULE 12.—(CHAP. IV. AND V., PART 2.)

APPROVAL OF EXPENDITURE ON CERTAIN IMPROVEMENTS IN LIEU OF FENCING.

The Board of Land and Works being satisfied or of opinion that the enclosure  
of allotment \_\_\_\_\_ of section \_\_\_\_\_ parish of \_\_\_\_\_  
with a fence is impracticable or not required, the approval of the said Board is  
hereby given to the expenditure by the licensee or lessee on such allotment for  
the substantial and permanent improvements specified hereunder, of the  
amount of £ \_\_\_\_\_ which, in the opinion of the said Board, is  
equivalent to the cost of fencing—

Substantial and permanent improvements.

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

President.

Member.

NOTE.—This document does not preclude the lessee or licensee from being  
required by an adjoining occupier to comply with the provisions of the Fences  
Act 1890.

SCHEDULE 13.—(CHAP. IV. AND V., PART 2.)

ACCEPTANCE OF CERTAIN IMPROVEMENTS AS A COMPLIANCE WITH FENCING  
COVENANT OF Licence or Lease.

The Board of Land and Works being satisfied or of opinion that the  
enclosure of allotment \_\_\_\_\_ of section \_\_\_\_\_ parish of \_\_\_\_\_  
with a fence is impracticable or not required hereby accepts, as a compliance  
with the fencing covenant, the expenditure by the licensee or lessee on such  
allotment, for substantial and permanent improvements, approved in writing  
by the said Board on the \_\_\_\_\_ day of \_\_\_\_\_ of the amount  
of £ \_\_\_\_\_ which, in the opinion of the said Board, is equivalent to the  
cost of fencing.

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

President.

Member.

SCHEDULE 14.—(CHAP. IV., PART 2.)

STATEMENT OF LESSEE OF A GRAZING AREA UNDER THE LAND ACT 1898  
AS TO THE PERFORMANCE OF THE COVENANTS OF HIS LEASE.

Extent of land—

A. R. P.

Parish—

Allotment—

Section—

Date of Lease—

Being the holder of a Grazing Area lease under the Land  
Act 1898 to occupy the land specified in the margin hereof,  
and having occupied the said land for a period of at least  
three years, and performed the covenants of such lease, I  
hereby furnish the particulars set forth in the subjoined  
declaration :—

Signature—

Occupation—

Postal address—

*Declaration by Lessee.*

I, \_\_\_\_\_ of \_\_\_\_\_ being the holder of a lease to occupy the above-mentioned land, declare as follows:—

1. That I have paid all rent and fees due on the said lease.
2. That I have not at any time assigned, mortgaged, or sublet the said land or any part thereof, or transferred my interest or any part of my interest therein, except as provided in the Land Acts.
3. That within \_\_\_\_\_ years from the date of the said lease the said land was enclosed with a good and substantial fence.
4. That the land is free from vermin and Bathurst burr, wild briar, and gorse.
5. That I have complied with all the other covenants of the lease.
6. That the statements made and the answers given by me in reply to the questions hereto subjoined are true and correct in every particular.

Fencing :—	Description thereof.	No. of Chains.	Cost per Chain.	Total Cost.		
				£	s.	d.
	Have you arranged with occupiers of adjoining lands for payment of any portion of the dividing fences?					
	TOTAL ... ..					
Buildings :—	Description.	Dimensions.	Materials.			
Water Storage :—	Description.	Dimensions, &c.				
	Dam ... Tank ... Well ...					
All other Improvements :—	Particulars of Nature and Cost.					
	Total Cost of Improvements ... ..			£		

Is the land heavily timbered or covered wholly or in part with scrub? ... ..	
If the fencing covenant has not been complied with, by enclosing the land according to the leasehold boundaries, state the reason ... ..	
If the covenant for the destruction of vermin has not been performed, state the reason ... ..	
If the covenant for the destruction of Bathurst burr, wild briar, and gorse has not been complied with, state the reason ... ..	

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

Signature—

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

\* The magistrate's signature is \* I hereby certify that this declaration was read to only required here in cases where the applicant is a marks- man, and can neither read nor write.

Justice of the Peace in and for the \_\_\_\_\_ Bailiwick of the Colony of Victoria, or Commissioner for taking Declarations and Affidavits.

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SCHEDULE 15.—(CHAP. V., PART 2.)

APPLICATION FOR SURRENDER OF LICENCE AND FOR CLASSIFICATION OF PARISH— AGRICULTURAL ALLOTMENT.

Allotment— I hereby apply for permission to surrender to Her Majesty the Queen my licence in respect of the agricultural allotment specified in the margin hereof, and to have the allotment classified.

AREA. A. R. P. Date of licence 189

State here whether you desire the new licence under residence or non-residence clause. State whether you require the residence licence under varied conditions.

Signature— Occupation— Postal address—

Declaration.

I, of hereby declare that the replies to the questions hereunder are true and correct in every particular.

Table with 2 columns: Questions, Statements in Reply. Contains 3 numbered questions regarding allotment bond, residence, and improvements.

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

Declared at in the colony of Victoria, this day of before me Justice of the Peace in and for the Bailiwick of the colony of Victoria.

SCHEDULE 16.—(CHAP. V., PART 2.)

APPLICATION TO ABANDON PART OF AGRICULTURAL OR GRAZING ALLOTMENT.

I hereby apply to surrender my licence or lease of allotment of section parish of as I desire to abandon the part which is indicated on the accompanying sketch.

The written approval of the licensee or mortgagee is transmitted herewith. Dated this day of

Signature— Postal address—

SCHEDULE 17.—(CHAP. V. AND VI., PART 2.)

APPLICATION FOR AN AGRICULTURAL ALLOTMENT OR A GRAZING ALLOTMENT.

Here state name in full, place of abode, and the occupation. I, of hereby apply for the allotment described hereunder—

Table with 3 columns: Situation and Area of Allotment applied for, Description of the Land applied for, Report by Land Officer. Includes fields for County, Parish, Allotment, Section, Extent, Date and hour of receipt, Date of transmission, and Land Officer signature.

Signature— Occupation— Postal address—

Declaration.

I, of hereby declare that I have selected under this and previous Land Acts acres; that no selection made by me under this or any previous Land Act or Acts has been forfeited or cancelled for the wilful evasion of the provisions of any such Land Act or Acts; and that the area I now desire to obtain would not, if added to the area already selected by me or taken up as a pre-emptive right under this or any previous Land Act or Acts, exceed acres of second class land; that I am not under eighteen years of age. And that with respect to this application I am not an agent, or a servant of, or a trustee for any other person;

that I have not entered into nor promised to enter into any agreement to admit any other person to acquire by purchase or otherwise the allotment in respect of which this application is made, or any part thereof, or my interest therein, or the usufruct thereof; that I intend to occupy the allotment for my own use and benefit solely; and that the statements made by me in reply to the questions hereto subjoined are true and correct in every particular.

Questions.	Statements in Reply.
1. Do you own any land in fee simple? If so, state the number of acres, situation, and purpose to which it has been applied ... ..	
2. Have you at any time obtained land under lease or licence from the Crown? If so, when? Under what section and Act? ... .. Where situated? ... .. Area? ... .. If forfeited or disposed of, state reason ... ..	

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

Signature—

Declared at \_\_\_\_\_ in the colony of Victoria, this \_\_\_\_\_ day of \_\_\_\_\_, before me—

Justice of the Peace in and for the  
Bailliwick of the colony of Victoria, or Commissioner  
for taking Declarations and Affidavits.

† The magistrate's signature is only required here in cases where the applicant is a marksman, and can neither read nor write.

† I hereby certify that this declaration was read to the declarant in my presence this \_\_\_\_\_ day of \_\_\_\_\_

Justice of the Peace in and for the  
Bailliwick of the colony of Victoria, or Commissioner  
for taking Declarations and Affidavits.

SCHEDULE 18.—(CHAP. V., PART 2.)

FORM OF NOTICE OF INTENTION TO BE ABSENT FROM SELECTION.

Extent of land— Being the holder of a licence to occupy as an *agricultural or a grazing* allotment the land specified in the margin hereof, I hereby notify that it is my intention to be absent from the allotment so licensed for a period not exceeding \_\_\_\_\_ commencing on \_\_\_\_\_ and terminating on \_\_\_\_\_ both inclusive, and that my address during such absence will be \_\_\_\_\_ and I request you to register such absence in accordance with the provisions of the Land Acts.

A. R. P. : : :  
Parish—  
Allotment—  
Section—

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

No. of licence— Signature—  
Date of licence— Postal address—  
Witness—

SCHEDULE 19.—(CHAP. V., PART 2.)

REGISTRATION OF NOTICES OF ABSENCE FROM SELECTIONS.

Parish and No. of Licence.	Name and Address during Absence.	Date of Registration.	Particulars of Absence.	
			From	To

SCHEDULE 20.—(CHAP. V., PART 2.)

APPLICATION FOR CONSENT TO SUBSTITUTED OCCUPATION.

Extent of land— As the home of my family is situate upon the *agricultural or grazing* allotment specified in the margin, and held by me under *licence or perpetual lease*, and as I desire to be absent therefrom for the purpose of \_\_\_\_\_ I hereby apply for the consent of the Board of Land and Works to occupation in my stead for a period of \_\_\_\_\_ commencing on \_\_\_\_\_ by my *wife, child, father, or mother* dependent on me for support.

A. R. P. : : :  
Parish—  
Allotment—  
Section—

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

Signature—  
Postal address—

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SCHEDULE 21.—(CHAP. V., PART 2.)

CONSENT TO OCCUPATION BY MEMBER OF FAMILY.

The Board of Land and Works being satisfied that the home of the family of \_\_\_\_\_, the licensee or perpetual lessee of allotment \_\_\_\_\_ of section \_\_\_\_\_ parish of \_\_\_\_\_ is situate on such allotment hereby consents, for the purposes of the licence or perpetual lease thereof, to occupation from \_\_\_\_\_ day of \_\_\_\_\_ to \_\_\_\_\_ day of \_\_\_\_\_ inclusive, by the wife, child, mother, or father of the said licensee or perpetual lessee, dependent on \_\_\_\_\_ for support.

The common seal of the Board of Land and Works was hereunto affixed this \_\_\_\_\_ day of \_\_\_\_\_ in the presence of \_\_\_\_\_ President. \_\_\_\_\_ Member.

SCHEDULE 22.—(CHAP. V., PART 2.)

DECLARATION BY NON-RESIDENCER LICENSEE AS TO COMPLIANCE WITH IMPROVEMENT CONDITION.

Extent of land— I \_\_\_\_\_ of \_\_\_\_\_, being the holder of a non-residence licence to occupy the land specified in the margin  
 A. B. P. declare as follow :—  
 1. That I have paid all fees due on the said licence.  
 2. That I have not at any time assigned or sublet the said allotment or any part thereof, or transferred my interest or any part of my interest therein.  
 Parish—  
 Allotment—  
 Section—  
 Date of licence—  
 \* Insert year.

3. That before the end of the \_\_\_\_\_ year from the commencement of the said licence I made upon the said allotment permanent and substantial improvements of the value of \_\_\_\_\_ for every acre and fractional part of an acre contained therein.  
 4. That I now apply for a certificate in conformity with the provisions of the Land Acts, and not in violation of any of them.  
 5. That the statements made and the answers given by me in reply to the questions hereto are true and correct in every particular.

Fencing.

Description thereof.	No. of Chains.	Cost per Chain.	Total Cost.
			£ s. d.
Have you arranged with occupiers of adjoining lands for payment of any portion of the dividing fences?			

Buildings.

Description.	Dimensions.	Materials.

Water Storage.

Description.	Dimensions, &c.
Dam ... ..	
Tank ... ..	
Well ... ..	

All other Improvements.

Particulars of Nature and Cost.
Total Cost of Improvements ... .. £

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

Signature—  
 Occupation—  
 Postal address—

Declared at \_\_\_\_\_, in the colony of Victoria, this \_\_\_\_\_ day of \_\_\_\_\_, before me \_\_\_\_\_ Bailiwick of the colony of Victoria, or Commissioner for taking Declarations and Affidavits.  
 † The magistrate's signature is only required here in cases where the applicant is a marksman, and can neither read nor write.

Justice of the Peace in and for the \_\_\_\_\_ Bailiwick of the colony of Victoria, or Commissioner for taking Declarations and Affidavits.









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SCHEDULE 27.—(CHAP. V., PART 2.)

FORM WHICH MAY BE USED AS A LICENSEE'S LIEN ON IMPROVEMENTS.

I, \_\_\_\_\_ of \_\_\_\_\_ being the holder of a licence, No. \_\_\_\_\_, to occupy the (agricultural or grazing) allotment specified in the margin hereof, in consideration of £ \_\_\_\_\_ which I have this day received from \_\_\_\_\_ of \_\_\_\_\_ do hereby give the said \_\_\_\_\_ a preferable lien (to the extent of the said sum and the interest hereinafter mentioned) on all my improvements on the said allotment; and it is hereby agreed that the said \_\_\_\_\_ shall be entitled to interest at the rate of \_\_\_\_\_ per centum per annum on the sum of £ \_\_\_\_\_ advanced as aforesaid, and that the said sum of £ \_\_\_\_\_ shall be repaid on the \_\_\_\_\_ day of \_\_\_\_\_ and the interest aforesaid shall be payable half-yearly from the date hereof.

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

Witness— \_\_\_\_\_

Signature— \_\_\_\_\_

SCHEDULE 28.—(CHAP. V., PART 2.)

LICENCE LIEN.

A lien on the improvements made on the land represented in this licence for the sum of \_\_\_\_\_ pounds in favour of \_\_\_\_\_ of \_\_\_\_\_ has this day been registered in the Crown Lands Office, Melbourne.

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

Secretary for Lands.

SCHEDULE 29.—(CHAP. V., PART 2.)

I, \_\_\_\_\_ of \_\_\_\_\_ being registered as the holder of a licence lien for the sum of \_\_\_\_\_ pounds on the improvements made on the licensed holding of \_\_\_\_\_ acres \_\_\_\_\_ roods \_\_\_\_\_ perches in the parish of \_\_\_\_\_ hereby notify that the said licence lien has been discharged and desire that the registration may be cancelled.

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

Signature— \_\_\_\_\_

Occupation— \_\_\_\_\_

Postal address— \_\_\_\_\_

Witness to signature— \_\_\_\_\_

SCHEDULE 30.—(CHAP. V., PART 2.)

ENCUMBRANCES.

Description.	Names of the Parties thereto.	Amount.
Licence Lien—		

SCHEDULE 31.—(CHAP. V., PART 2.)

APPLICATION TO REGISTER TRANSFER OF LICENCE LIEN.

I, \_\_\_\_\_ of \_\_\_\_\_ being the holder of a registered licence lien on the improvements effected on the licensed holding of \_\_\_\_\_ situate in the parish of \_\_\_\_\_ containing \_\_\_\_\_ acres, and all rents and fees due on such holding having been paid to date, I hereby transfer all my right, title, and interest in the said licence lien to \_\_\_\_\_ of \_\_\_\_\_ and apply for registration of such transfer.

I forward herewith licence No. \_\_\_\_\_ and lien for indorsement of transfer.

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

Signature— \_\_\_\_\_

Postal address— \_\_\_\_\_

Witness— \_\_\_\_\_

ACCEPTANCE OF TRANSFER OF LICENCE LIEN BY PROPOSED TRANSFERREE.

I, \_\_\_\_\_ of \_\_\_\_\_ hereby accept the transfer of the above-mentioned licence lien, subject to approval of application to register the same.

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

Signature— \_\_\_\_\_

Postal address— \_\_\_\_\_

Witness— \_\_\_\_\_

NOTE.—The fee for registration of transfer of a licence lien is One pound; which must be paid at the time of making the application.

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SCHEDULE 32.—(CHAP. V., PART 2.)

I, \_\_\_\_\_ of \_\_\_\_\_ being the holder of a licence to occupy as an agricultural or grazing allotment the land comprised in allotment section \_\_\_\_\_ containing \_\_\_\_\_ acres in the parish of \_\_\_\_\_ upon the improvements on which I have executed a licence lien in favour of \_\_\_\_\_ of \_\_\_\_\_ for £ \_\_\_\_\_ hereby acknowledge that I am still indebted to the said \_\_\_\_\_ in the total amount set forth in such lien.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ Signature—

Witness— \_\_\_\_\_ Postal address—

SCHEDULE 33.—(CHAP. V., PART 2.)

This lien has been transferred to \_\_\_\_\_ of \_\_\_\_\_ and said transfer has been registered in the Crown Lands Office, Melbourne.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ Secretary for Lands.

SCHEDULE 34.—(CHAP. V., PART 2.)

APPLICATION FOR LEASE OR CROWN GRANT OF AN AGRICULTURAL OR A GRAZING ALLOTMENT.

Extent of Land—  
A. R. P. : \_\_\_\_\_ Being the holder of a licence to occupy as an agricultural or a grazing allotment the land specified in the margin hereof, and having occupied the said land for a period of at least \_\_\_\_\_ years, and having complied with the conditions of such licence, I hereby apply for a Lease Grant of the said land, and for the certificate of the Board of Land and Works for the improvements thereon; and I send herewith, in support of such application, my declaration that I now make the said application in conformity with and not in violation of any of the provisions of the Land Acts.

Signature—  
Occupation—  
Postal address—

DECLARATION BY LICENSEE.

NOTE.—If the licensee is not in a position to declare to clauses 3, 4, and 5, he is at liberty to strike them out, and to explain fully the cause of his non-compliance with the conditions therein specified.

I, \_\_\_\_\_ of \_\_\_\_\_ being the holder of a licence to occupy the above-mentioned allotment, declare as follow:—

1. That I have paid all fees due on the said licence.
2. That I have not at any time assigned or sublet the said allotment or any part thereof, or transferred my interest therein in whole or in part.
3. That within \_\_\_\_\_ years from the issue of the said licence the said allotment was enclosed with a good and substantial fence.
4. That within \_\_\_\_\_ months from the issue of the said licence, and thenceforward during the continuance thereof, I occupied for a period not less than \_\_\_\_\_ the said allotment.
5. That before the end of the \_\_\_\_\_ year from the commencement of the said licence I made upon the said allotment permanent and substantial improvements of the value of \_\_\_\_\_ for every acre and fractional part of an acre contained therein.
6. That I have complied with all the other conditions of the said licence.
7. That I make this application in conformity with the provisions of the Land Acts, and not in violation of any of them.
8. That the statements made and the answers given by me in reply to the questions hereto are true and correct in every particular.

Fencing:—	Description thereof.	No of Chains.	Cost per Chain.	Total Cost.
				£ s. d.
	Have you arranged with occupiers of adjoining lands for payment of any portion of the dividing fences? ...			
	Who are the occupiers of the adjoining lands?			
Buildings:—	Description.	Dimensions.	Materials.	Total Cost.
				£ s. d.

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FURTHER PARTICULARS—continued.

Water storage:—	Description.	Dimensions, &c.	Total Cost.
	Dam ... ..		£ s. d.
	Tank ... ..		
	Well ... ..		
All other improvements:	Particulars of Nature and Cost.		
	Total Cost of Improvements ... ..		£

How many rooms does your dwelling-house contain? ... ..	
Is it permanently attached to the soil of this allotment?	
How long have you occupied the land continuously during the currency of licence? ... ..	
Have you any other place of abode? If so, have you resided there during the currency of licence, and where and what distance is it from the land the subject of this application? ...	
Have you assigned this selection for the benefit of your creditors, or have you become insolvent since the date of your licence for the land referred to herein ... ..	
If the land is not enclosed, state the reason ... ..	

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

Signature—

Declared at \_\_\_\_\_ in the colony of Victoria, this \_\_\_\_\_ day of \_\_\_\_\_ before me \_\_\_\_\_ Justice of the Peace in and for the \_\_\_\_\_ Bailiwick of the colony of Victoria.

† The magistrate's or commissioner's signature is only required here in cases where the applicant is a marksman, and can neither read nor write. † I hereby certify that this declaration was read to the declarant in my presence this \_\_\_\_\_ day of \_\_\_\_\_ Justice of the Peace in and for the \_\_\_\_\_ Bailiwick of the colony of Victoria, or Commissioner for taking Declarations and Affidavits.

SCHEDULE 35.—(CHAP. V., PART 2.)

No. of Certificate.

CERTIFICATE OF IMPROVEMENTS.

Office of the Board of Land and Works, Melbourne.

This is to certify that substantial and permanent improvements to the value of \_\_\_\_\_ for every acre or fractional part of an acre contained in allotment \_\_\_\_\_ of section \_\_\_\_\_ in the parish of \_\_\_\_\_ comprising \_\_\_\_\_ acres \_\_\_\_\_ roods \_\_\_\_\_ perches, held under licence by \_\_\_\_\_ since \_\_\_\_\_ have been made on the said allotment, as required by such licence, and that the said \_\_\_\_\_ has proved to the satisfaction of the Board that he has complied with all other conditions of the said licence.

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

President.  
Member.

SCHEDULE 36.—(CHAP. V., PART 2.)

ORDER TO OBTAIN A CROWN GRANT.

I, \_\_\_\_\_ of \_\_\_\_\_ having obtained from \_\_\_\_\_ of \_\_\_\_\_ (whose signature appears in the margin) an advance \_\_\_\_\_ on the security of my lease for \_\_\_\_\_ allotment \_\_\_\_\_ section \_\_\_\_\_ parish of \_\_\_\_\_ do hereby authorize the said \_\_\_\_\_ to obtain from the Governor in Council the Crown grant of the said allotment so soon as the last sum due on account of the rent reserved in such lease is paid.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_

Witness to signature—

Signature—

Postal address—

Justice of the Peace \_\_\_\_\_ Bailiwick, or a Commissioner for taking Declarations and Affidavits.

SCHEDULE 37.—(CHAP. V., PART 2.)

REGISTER OF APPROVED ORDERS FOR DELIVERY OF CROWN GRANTS.

Date of Order.	Date of Approval.	Lessee	Land Referred to.			Person authorized to obtain Crown grants.		Name of Mortgagee (if any) and Registration of Mortgage.
			County.	Parish.	Allotment.	Name.	Address.	

SCHEDULE 38.—(CHAP. V., PART 2.)

APPLICATION FOR PERPETUAL LEASE IN LIEU OF *Lease* OR *Licence*.

Parish— I hereby apply for permission to surrender my *lease* or *licence* in respect of the allotment specified in the margin Allotment— hereof, and to obtain a perpetual lease of such allotment. Section— My *lease* or *licence* is unencumbered. A. R. P.

Signature—  
Occupation—  
Postal address—

Declaration.

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

Questions.	Statements in Reply.
(1) Do you hold the allotment <i>bona fide</i> for your sole use and benefit? (2) Are you in occupation of the land? (3) If not, state by whom occupied and the yearly rental for the use of the land?	

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

Declared at \_\_\_\_\_ in the colony of Victoria, this \_\_\_\_\_ day of \_\_\_\_\_ before me \_\_\_\_\_ Justice of the Peace in and for the \_\_\_\_\_ Bailiwick of the colony of Victoria, or a Commissioner for taking Declarations and Affidavits. † The magistrate's signature is only required here in cases where the applicant is a marksman, and can neither read nor write. † I hereby certify that this declaration was read to the declarant in my presence this \_\_\_\_\_ day of \_\_\_\_\_ Justice of the Peace in and for the \_\_\_\_\_ Bailiwick of the colony of Victoria, or Commissioner for taking Declarations and Affidavits.

SCHEDULE 39.—(CHAP. VI., PART 2.)

APPLICATION FOR A LICENCE UNDER THE 65TH SECTION OF THE LAND ACT 1890.

In pursuance of the *Land Act* 1890, I, the undersigned, being of the full age of eighteen years, do hereby apply for a licence under the 65th section thereof to occupy the land marked out by me on the \_\_\_\_\_ day of \_\_\_\_\_ and specified hereunder.

Situation and Extent of Land applied for.	Description, containing the lengths and bearings of the boundary lines of the site applied for, and its connexion with a fixed point in a Government survey as shown on plan herewith.	Land Officer's Report.
County of _____		
Parish of _____		
Allotment _____		
Section _____		
Area— A. R. P. _____		

If owner of land in fee simple, state extent ...  
Have you at any time held a licence under section 65 of }  
the *Land Act* 1890? ... }  
If now or previously the holder of any licence under }  
the *Land Acts*, state particulars ... }  
Dated this \_\_\_\_\_ day of \_\_\_\_\_  
Signature in full—  
Occupation—  
Postal address—

NOTE.—This application will not be received by the Land Officer unless accompanied by a "Certificate of Registration," which can be obtained by any Receiver of Revenue on payment of a fee of One pound (£1).

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SCHEDULE 40.—(CHAP. VI.; PART 2.)

SECTION , LAND ACT 1890.

This licence has been renewed for a period of twelve months from the , to the , vide Govern- ment Gazette of Crown Lands Office, Melbourne. Date page

Officer authorized to grant Renewals.

SCHEDULE 41.—(CHAP. VI., PART 2.)

APPLICATION FOR TRANSFER.

No. of Licence.

A. R. P.

Area : : :

Allot., sec.,

Parish,

Held under sec. of the Land Act.

I, the undersigned, being the holder of the licence specified in the margin hereof, hereby apply to transfer such licence to of and furnish the particulars set forth in the subjoined declaration.

Signature—

Postal address—

DECLARATION BY TRANSFERBOR.

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

Questions.	Statements in reply.
Date of Licence ...	
To what date is rent paid? ...	
Have you resided upon the land; if so, for how long, and where now resident?	
State nature of fencing, and how much of the land has been enclosed.	
Have you cultivated any portion of the land; if so, how much?	
State the nature of such cultivation, whether cereal or root crops, or by planting of trees.	
What buildings have been erected upon the land, and by whom are same occupied.	
What is your reason for wishing to transfer this land?	
What is the value of your improvements on the land?	

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

Signature—

Declared at in the colony of Victoria, this day of

before me Justice of the Peace in and for the Bailiwick of the colony of Victoria, or Commissioner for taking Declarations and Affidavits.

† The magistrate's signature is only required here in cases where the applicant is a marksman, and can neither read nor write. † I hereby certify that this declaration was read to the declarant in my presence this day of Justice of the Peace in and for the Bailiwick of the colony of Victoria, or Commissioner for taking Declarations and Affidavits.

I, the undersigned, furnish the particulars set forth in the subjoined declaration, and hereby agree to accept the transfer of the licence specified in the foregoing application, and undertake, if such transfer be granted, to comply with and fulfil all the requirements and conditions of such licence.

Signature—

Occupation—

Postal address—



DECLARATION BY TRANSFEREE.

I, \_\_\_\_\_ of \_\_\_\_\_ declare that I am not the holder of more than 320 acres of land obtained by selection under any Land Acts, that I have not previously obtained more than \_\_\_\_\_ acres by transfer from any licensee under 42nd section of Amending Land Act 1865; that I do not hold a licence under section 49, Land Act 1869, neither do I hold nor have I applied for a licence under section 65, Land Act 1890, and that the replies to the questions hereunder are true and correct in every particular.

† This portion to be struck out if the Licence proposed to be transferred be not held under sec. 49, Land Act 1869, or sec. 65, Land Act 1890 or 1890.

Questions.	Statements in reply.
How much land do you hold under licence? Give full particulars, and if any obtained by transfer, state extent and from whom.	
How much land have you selected under the present or previous Land Acts?	
Do you hold a licence under sec. 49 Land Act 1869, or sec. 65 Land Act 1890?	
If a female, state whether you are married or single*	

\* If single, insert—"Of the full age of 18 years."

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

Declared at \_\_\_\_\_ in the colony of Victoria, this \_\_\_\_\_ day of \_\_\_\_\_ before me,  
Signature—  
Justice of the Peace in and for the  
Bailiwick of the Colony of Victoria, or Commissioner  
for taking Declarations and Affidavits.

† The magistrate's signature is only required here in cases where the applicant is a marksman, and can neither read nor write.  
† I hereby certify that this declaration was read to the declarant in my presence this \_\_\_\_\_ day of \_\_\_\_\_  
Justice of the Peace in and for the  
Bailiwick of the Colony of Victoria, or Commissioner  
for taking Declarations and Affidavits.

SCHEDULE 42.—(CHAP. VI., PART 2.)

LICENCE LIEN FOR AURIFEROUS LANDS, SECTION 65, LAND ACT 1890.

Being desirous to obtain a loan of £ \_\_\_\_\_ upon the security of my licence, held under section 65 of the Land Act 1890, No. \_\_\_\_\_, representing \_\_\_\_\_ acres \_\_\_\_\_ roods \_\_\_\_\_ perches, in the parish of \_\_\_\_\_ which \_\_\_\_\_ of \_\_\_\_\_ has agreed to advance me, to be repaid by me \_\_\_\_\_ day of \_\_\_\_\_ I beg to request your sanction to the arrangement, and to intimate that I have deposited the said licence with the said \_\_\_\_\_ as security therefor; and I hereby transfer, and authorize you to transfer, the said licence and all my right, title, and interest thereunder to the said \_\_\_\_\_ h heirs, administrators, or assigns at any time after the \_\_\_\_\_ day of \_\_\_\_\_ provided that he or they are eligible to hold a licence under the said section.

Dated this \_\_\_\_\_ day of \_\_\_\_\_  
Signature—  
Postal address—  
Witness to the signature of—

SCHEDULE 43.—(CHAP. VI., PART 2.)

A lien in favour of \_\_\_\_\_ of \_\_\_\_\_ for the sum of £ \_\_\_\_\_ has this day been registered in the Crown Lands Office, Melbourne.  
Secretary for Lands

SCHEDULE 44.—(CHAP. VI., PART 2.)

APPLICATION FOR APPRAISEMENT OF LAND OCCUPIED UNDER SECTION 65, LAND ACT 1890.

A. R. P.  
Parish—  
As I have paid in rents what I deem to be the value of the \_\_\_\_\_ land specified in the margin and licensed to me under section 65 of the Land Act 1890, I hereby apply to have the value of such land appraised by the Board of Land and Works.  
Section—  
Dated this \_\_\_\_\_ day of \_\_\_\_\_  
Signature—  
Postal address—

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SCHEDULE 45.—(CHAP. VI., PART 2.)

APPLICATION FOR A LICENCE TO OCCUPY WORKED-OUT AURIFEROUS LAND UNDER SECTION 22 OF THE LAND ACT 1891.

In pursuance of the Land Act 1891, I, of being of the full age of eighteen years, do hereby apply for a licence under the 22nd section thereof to occupy acres of worked-out auriferous land, marked out by me on the day of , and specified hereunder.

Situation and Extent of Land applied for.	Description of the position of the land applied for, and its connexion with a surveyed allotment.	Land Officer's Report.
County of		
Parish of		
Allotment		
Section		
Area— A. R. P.		Land Officer.

If owner of land in fee simple, state extent  
 If now or previously the holder of any }  
 licence under the present or previous }  
 Land Acts, state particulars ... }  
 Do you propose to reside on the land }  
 applied for? .. ... }

Dated this day of  
 Signature in full—  
 Occupation—  
 Postal address—

NOTE.—No application will be received by the Land Officer unless accompanied by a "Certificate of Registration," which can be obtained from any Receiver of Revenue on payment of a fee of One pound (£1).

SCHEDULE 46.—(CHAP. VI., PART 2.)

LICENCE LIEN FOR WORKED-OUT AURIFEROUS LAND, SECTION 22, LAND ACT 1891.

Being desirous to obtain a loan of £ upon the security of my licence held under section 22 of the Land Act 1891, No. representing acres rods perches in the parish of which of has agreed to advance me, to be repaid by me with interest on or before the day of

I beg to request your sanction to the arrangement, and to intimate that I have deposited the said licence with the said as security therefor; and I hereby transfer and authorize you to transfer the said licence and all my right, title, and interest thereunder to the said h heirs, administrators, or assigns at any time after the day of , provided that he or they be eligible to hold a licence under the said section.

Dated this day of  
 Signature—  
 Postal address.  
 Witness to signature of—

SCHEDULE 47.—(CHAP. VI., PART 2.)

A lien in favour of of for the sum of pounds has this day been registered in the Crown Lands Office, Melbourne.  
 Secretary for Lands.

SCHEDULE 48.—(CHAP. VI., PART 2.)

APPLICATION UNDER SECTION 67 OF THE LAND ACT 1890 FOR A GRAZING LICENCE TO OCCUPY AURIFEROUS LAND.

I, of hereby apply for a licence to occupy, for grazing purposes, the surface of the undermentioned auriferous lands, viz.:

County.	Parish.	Description and Extent of Land.

Dated this day of  
 Signature—  
 Occupation—  
 Postal address—

NOTE.—No person can hold more than 1,000 acres under above section.

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## SCHEDULE 49.—(CHAP. VI., PART 2.)

## GRAZING LICENCE (SEC. 67) AURIFEROUS LANDS.—APPLICATION TO TRANSFER.

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

Being the holder of a grazing licence under section 67, *Land Act 1890*, to occupy the auriferous lands specified in the margin, I hereby apply to transfer such licence to

Dated this                      day of  
Signature—  
Postal address—  
I,                      of                      hereby agree to accept a transfer of the licence specified above.  
Dated this                      day of  
Signature—  
Postal address—

State here particulars of any other licences under section 67 held by the proposed transferee.

NOTE.—A person is not entitled to hold more than 1,000 acres under section 67.  
The fee for registration of transfer is £1.

## SCHEDULE 50.—(CHAP. VI., PART 2.)

## APPLICATION FOR PERMISSION TO FENCE.

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

I hereby apply for permission to fence the whole or part indicated on the enclosed sketch of the land specified in the margin hereof and held by me under section                      of the *Land Act 1890*.

Dated this                      day of  
Signature—  
Postal address—

## SCHEDULE 51.—(CHAP. VI., PART 2.)

## PERMISSION TO FENCE.

Office of the Board of Land and Works,  
Melbourne,

The Minister of Mines having consented to the enclosure of the land in the parish of                      held by                      under section 67 of the *Land Act 1890*, the Board of Land and Works doth hereby permit the said                      to erect a fence round *the whole or part* of the said land described hereunder.

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

President.  
Member.

## SCHEDULE 52.—(CHAP. VII., PART 2.)

APPLICATION FOR *Perpetual Lease or Conditional Purchase Lease* OF SWAMP OR RECLAIMED LANDS.

\* Here state I,\* of                      name in full, place of abode, hereby apply for a *perpetual* or *conditional purchase* lease of the land described hereunder.

Situation and Area of Land applied for.	Description of the Land applied for, if previously unsurveyed, or forming part only of a surveyed allotment.	Report by Land Officer.
County— Parish— Allotment— Section— acres. roods. perches. Extent—		Date and hour of receipt of application } Date of transmission of order to survey to authorized surveyor } Report— at                      Land Officer

Signature—  
Occupation—  
Postal address—

## Declaration.

I,                      of                      hereby declare that I am not under eighteen years of age; and that with respect to this application I am not an agent, or a servant of, or a trustee for, any other person; that I have not entered into nor promised to enter into any agreement to permit any other person to acquire by purchase or otherwise the land in respect of which this application is made, or any part thereof, or

my interest therein, or the usufruct thereof; and that the statements made by me in reply to the questions hereto subjoined are true and correct in every particular.

Questions.	Statements in Reply.
1. Do you own any land in fee simple? If so, state the number of acres and situation...	
2. Have you at any time obtained land under lease or licence from the Crown? If so, When? Under what section and Act? Where situated? Area?	

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

Signature—

Declared at \_\_\_\_\_ in the colony of Victoria, this \_\_\_\_\_ day of \_\_\_\_\_ before me \_\_\_\_\_ Justice of the Peace in and for the \_\_\_\_\_ Bailiwick of the colony of Victoria, or a Commissioner for taking Declarations and Affidavits at \_\_\_\_\_

\* The magistrate's or commissioners' signature is only required here in cases where the applicant is a marksman, and can neither read nor write. \* I hereby certify that this declaration was read to the declarant in my presence this \_\_\_\_\_ day of \_\_\_\_\_ Justice of the Peace in and for the \_\_\_\_\_ Bailiwick of the colony of Victoria, or a Commissioner for taking Declarations and Affidavits at \_\_\_\_\_

NOTE.—This application will *not* be received by the Land Officer unless accompanied by a "Certificate of Registration," which can be obtained of any Receiver of Revenue on payment of a fee of One pound.

SCHEDULE 53.—(CHAP. VII., PART 2.)

(The *Land Act* 1898, Sections 108–110.)

\*APPLICATION FOR CONVERSION OF *Permit* UNDER THE SETTLEMENT ON LANDS ACT 1893 TO *Perpetual* LEASE UNDER THE LAND ACT 1898, AND *Conditional Purchase* FOR ADDITIONAL AREA.

Area at present held— Additional area applied for—  
A. R. P. A. R. P.

Being the holder of a *Permit*, No. \_\_\_\_\_, under the *Settlement on Lands Act* 1893, to occupy the land specified in the margin hereof, and having complied with the conditions of such *Permit*, I hereby apply for permission to surrender such *Permit* to Her Majesty the Queen, and to take up or acquire such land under a *Perpetual* Lease,\* and to have included in the lease the additional land described in the margin.

\* These words should be struck out if no additional land is required.

Signature—  
Occupation—  
Postal address—

Declaration by Holder of *Permit*.

I, \_\_\_\_\_ of \_\_\_\_\_ being the holder of a *Permit* to occupy allotment No. \_\_\_\_\_ parish of \_\_\_\_\_ declare as follows:—

1. That I have not at any time assigned or sublet the said allotment or any part thereof, or transferred my interest or any part of my interest therein.
2. That during the currency of the said *Permit* I cultivated at least \_\_\_\_\_ acres on the said allotment.
3. That from the date of the said *Permit* and thenceforward during the continuance thereof, I, or some member of my family, resided for a period of not less than \_\_\_\_\_ upon the said allotment.
4. That all fences and buildings erected on the land have been maintained in a state of thorough repair.
5. That all canals and drains existing on, abutting upon, or bounding the land held under *Permit* by me have been kept open and free from obstruction.
6. That I make this application in conformity with the provisions of the *Land Act* 1898, and not in violation of any of them.

\* The Form of Application, when filled up, to be handed to the nearest Steward, who will forward it to the Secretary for Lands. The *Permit* or *Lease* must accompany this Application.

That with respect to this application I am not an agent, or a servant of, or a trustee for any other person; that I have not entered into nor promised to enter into any agreement to permit any other person to acquire by purchase or otherwise the land in respect of which this application is made or any part thereof, or my interest therein; that I intend to occupy the land for my own use and benefit solely; that if my application be granted it is my intention immediately after receipt of the lease, and thenceforward during the currency of the same, to occupy the land by residing thereon as provided in the *Land Act 1898*, and to comply with the covenants and conditions of the said lease.

8. That the statements made and the answers given by me in reply to the questions in the "Further Particulars" hereto subjoined are true and correct in every particular.

Further Particulars to be furnished by Holder of Permit when making Application for Perpetual Conditional Purchase Lease under the *Land Act 1898*.

Fencing:—	Description thereof.				No. of Chains.	Cost per Chain.	Total Cost.	
							£	s. d.
	Is the land all enclosed as per surveyed boundaries?							
	Have you arranged with occupiers of adjoining lands for payment of any portion of the above fences?							
Cultivation:—	Number of Acres Ploughed and Cultivated.	Cost per Acre.	Nature of Crop.	Yield per Acre.				
Buildings:—	Description.	Dimensions.	Materials.					
Water Storage:—	Description.	Dimensions, &c.						
All other improvements:—	Particulars of Nature and Cost.							
	Total Cost of Improvements				£			

How long have you, or some member of your family, resided on the land held by you under permit? lease?	
Have you any other place of abode. If so, where?	
Where does your family reside? ...	
Do you own any land in fee simple? If so, state the number of acres, situation, and purpose to which it has been applied ...	
(1) Do you hold, or have you at any time held, any land under another permit, licence, or lease from the Crown? (2) Do you still hold it? If not, state why you parted with it, and to whom? (3) If still held, state the number of acres, situation, and purpose to which it has been applied	

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Further Particulars, &c.—*continued.*

Have you assigned this land for the benefit of your creditors, or have you become insolvent since the date of your permit or lease for the land referred to herein? ... ..

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

Signature— /  
Declared at in the Colony of Victoria, this day of  
before me,

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

\* The magistrate's signature is only required here in cases where the applicant is a marksman, and can neither read nor write.

\* I hereby certify that this declaration was read to the declarant in my presence this day of

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

SCHEDULE 54.—(CHAP. VIII. AND IX., PART 2.)

I, of hereby apply for a licence or lease under the Land Act 1890, to occupy the land hereunder described for the purpose of  
Dated this day of

Situation and Area of Land applied for.	Description of Land applied for, if previously unsurveyed, or forming part only of a surveyed allotment.
County— Parish— Allotment— Section— acres roods perches. Extent—	

Signature—  
Occupation—  
Postal address—

SCHEDULE 55.—(CHAP. IX., PART 2.)

SECTION 99.—MISCELLANEOUS LICENCES.

LICENCES WHICH CONFER THE EXCLUSIVE RIGHT TO ENTER ON CROWN LANDS.

Purpose of Licence.	Fee to be paid.	Right to be conferred by Licence.
For obtaining and removing guano	Not less than £10 per annum, payable quarterly in advance	To enter upon Crown lands not exceeding six acres in extent in a position approved by the Minister.
For obtaining and removing stone	Not less than £10 per annum, payable quarterly in advance, according to area and position of land and value of the stone	To enter upon Crown lands not exceeding two acres in extent in a position approved by the Minister.
For obtaining and removing stone	Within Sandhurst, Ballarat, and Beechworth Land Officers' districts. Not less than £4 per annum, payable quarterly in advance, according to the area and position of the land and the value of the stone	
For obtaining and removing stone from Crown lands at Footscray, Yarraville, and Spottiswoode	£5 per annum, payable quarterly in advance	To enter upon Crown lands not exceeding two roods in extent in a position approved by the Minister.

LICENCES WHICH CONFER THE EXCLUSIVE RIGHT TO ENTER ON CROWN  
LANDS—continued.

Purpose of Licence.	Fee to be paid.	Right to be conferred by Licence.
For obtaining limestone and erecting lime-kilns	Not less than £25 per annum, payable quarterly in advance; if kiln site is a separate site, £2 per annum extra for it	To enter upon Crown lands not exceeding three acres in extent in a position approved by the Minister. Wood for fuel for the kilns shall not be obtained on Crown lands unless a "Timber licence" be taken out by each person employed by the licensee to procure the wood.
Ditto	£12 10s. per annum, payable quarterly in advance	To enter on Crown lands within the parish of Merrim, as provided in the clause immediately preceding.
For obtaining brick-earth and erecting brick-kilns	Not less than £10 per annum, payable quarterly in advance	To enter upon Crown lands not exceeding three acres in extent in a position approved by the Minister.
For slaughter-houses	Not less than £10 per annum, payable quarterly in advance	To enter upon Crown lands not exceeding three acres in extent in a position approved by the Minister.
For slaughter-yards	Not less than £5 nor more than £10 per annum, to be fixed by the Minister	
For building or repairing ships or boats	To be fixed by the Minister	To enter upon Crown lands not exceeding three acres in extent in a position approved by the Minister.
For landing-places, or for depositing materials	Ditto	To enter upon Crown lands not exceeding three acres in extent in a position approved by the Minister
For a factory	Ditto	
For a tannery	Ditto	
For a paper-mill	Ditto	
For creamery...	To be fixed by Minister, not less than £1 for one acre or fractional part of an acre.	To occupy Crown lands not exceeding two acres, but if the minimum fee be charged the area must not exceed one (1) acre.
For erection of pumps	£5 to £10 per annum, payable quarterly in advance	To enter upon Crown lands the position and area of which to be approved by the Minister.
For working mineral springs	Not less than £10 per annum, payable quarterly in advance	To enter upon Crown lands the position and extent of which to be determined by the Minister.
For bathing-places or for boat-jetties	To be fixed in each case by the Minister, but when the bathing-place or boat-jetty is in front of the purchased land of the licensee, the fee shall be 1s. per annum	To enter upon Crown lands the position and extent of which to be approved by the Minister.
For the manufacture of salt	Not less than £5 per annum, payable quarterly in advance	To enter upon Crown lands the position and extent of which to be approved by the Minister.
For an inn, store, smithy, bakery, or similar building in a thinly populated district	Not less than £5 per annum, payable quarterly in advance	To enter upon Crown lands in a position approved by the Minister. The Crown lands to be so entered upon, when comprised in surveyed allotments, must be situated on the road frontage of such allotments.
For a site for residence purposes only within the boundaries of the township of Serviceton	£1 per annum, payable quarterly in advance	
For a site for an inn, store, smithy, bakery, or similar building within the boundaries of the township of Serviceton.	£3 per annum, payable quarterly in advance	

## LICENCES WHICH CONFER THE EXCLUSIVE RIGHT TO ENTER ON CROWN LANDS—continued.

Purpose of Licence.	Fee to be paid.	Right to be conferred by Licence.
For sites for toll or punt houses	Not less than £10 per annum, payable quarterly in advance	To enter upon Crown lands not exceeding three acres in extent in a position approved by the Minister.
For fishermen's residences	£2 per annum if the site be within seven miles of the General Post Office, Melbourne; £1 per annum, if the site be beyond that distance, and within a town, village, or borough; 10s. if the site be from seven miles to thirty miles from Melbourne, and not in a town, village, or borough; and 5s. if the site be more than thirty miles from Melbourne, and not in a town, village or borough	To enter upon unreserved Crown lands not exceeding in extent twenty perches in a position approved by the Minister.
For residence purposes in the township of Nerrena, in the parish of Ballarat	Five shillings (5s.) per annum. Fee for preparation of the licence, One shilling (1s.)	To enter upon Crown lands not exceeding one acre in extent in a position approved by the Minister
For licences to protect present reserves	To be fixed by the Minister	To protect the public reserve for the purposes for which it may be reserved, and consistently with the preservation of the public rights thereupon to make such use of it as may be described in the licence.
For a garden	Ditto	To occupy Crown lands not exceeding in area three acres, for gardening purposes only.
For collecting ballast	£12 per annum, payable quarterly in advance	To enter upon Crown lands not exceeding in extent one rood in a position approved by the Minister.
For any other purpose not included in above.	To be fixed by the Minister	For such purpose and at such place as shall be approved by the Minister, and inserted in licence.

## SCHEDULE 56.—(CHAP. IX., PART 2.)

## LICENCES WHICH DO NOT CONFER ANY EXCLUSIVE RIGHT TO ENTER ON CROWN LANDS.

Purpose of Licence.	Fee to be paid.	Right to be conferred by Licence.
For removal of stone	5s. per week, payable in advance, except where otherwise specified	
For removal of stone within city of Sandhurst and borough of Eaglehawk	£1 per quarter, payable in advance	
For the removal of stone from Crown lands in the parishes of Beechworth, Bruarong, Dyawatha, Eldorado, Everton, Mudgegonga, Murnungee, Stanley, Tarrawingee, Woolshed, and Woorragee	2s. 6d. per week, payable in advance	To enter upon such Crown lands as may be allowed by the Minister for the purpose of taking away stone therefrom.
For removal of stone from open quarries not held under licence within the Horsham land officer's district	£1 per month, payable in advance	To enter upon such Crown lands as may be allowed by the Minister to be made use of for this purpose. Such licence to be available for one person only. The licensee to remove all "stripping" at least half-a-chain from the opening of the quarry, and at the expiration of his licence to leave the face of the quarry in a good and proper condition.



LICENCES WHICH DO NOT CONFER ANY EXCLUSIVE RIGHT TO ENTER ON CROWN LANDS—continued.

Purpose of Licence.	Fee to be paid.	Right to be conferred by Licence.
For removal of sand from unappropriated Crown lands within Sandridge Bend	1s. per load, payable in advance	<ol style="list-style-type: none"> <li>1. No sand shall be removed under any pretence for purposes of reclamation or filling up.</li> <li>2. Sand for building purposes shall be removed from within the bounds only of the ground specially set apart for the purpose.</li> <li>3. No sand shall be removed except between the hours of 7 a.m. and Noon on Saturdays, or between the hours of 7 a.m. and 4 p.m. on other weekdays.</li> <li>4. Every person removing sand for building purposes shall, prior to entering the ground, pay to the caretaker the fee for each load of sand required; and, on payment, shall obtain from the caretaker a "sand permit" for each load.</li> <li>5. Every person shall surrender to the employe in charge of the pit, prior to loading, the "sand permit" issued to the former by the caretaker.</li> <li>6. Every person shall receive from such employe, after the loading is completed, half of the "sand permit" so surrendered.</li> <li>7. Every person shall, on departure from the ground, produce to the caretaker or his deputy such half of the "sand permit."</li> <li>8. Any person found removing sand without a permit from the ground set apart for sand carters, and all persons found removing sand from the unappropriated Crown lands at Sandridge Bend beyond those bounds, with or without a permit, shall be summoned by any Crown lands bailiff or police constable to appear before justices of the peace to answer for such offence.</li> <li>9. The caretaker shall decline to issue a "sand permit" to any person neglecting or refusing to observe the foregoing requirements.</li> </ol>
For digging and taking away—		
Sand ...	5s. per week, payable in advance, unless otherwise specified	
Gravel ...	Ditto ...	
Salt ...	Ditto ...	
Loam ...	Ditto ...	
Shells ...	Ditto	<p>But if the shells or seaweed be required for purposes of manure on the licensee's own land only, licence fee shall be 1s. per annum</p>
Seaweed ...	Ditto	
For a licence to dig and take away shells from within the areas defined on the ground on the Salt Marsh in the parish of Conewarre for the purposes of manure on the licensee's own land only	10s. per quarter, payable in advance	To enter upon such Crown lands as may be allowed by the Minister for this purpose. Such licence available for one person only, using one cart.
To remove drift sand from the Coast Reserve in the parish of Conewarre for the purposes of manure on the licensee's own land only	5s. per quarter, payable in advance  The licence is only to be issued after authority has been obtained from the Department of Lands and Survey, and shall define the position of the site to be used	

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LICENCES WHICH DO NOT CONFER ANY EXCLUSIVE RIGHT TO ENTER ON CROWN LANDS—*continued.*

Purpose of Licence.	Fee to be paid.	Right to be conferred by Licence.
For digging and taking away gravel from Crown lands within the Shire of McIvor or the Shire of Korong	2s. 6d. per week, payable in advance	
Ditto, from the Gravel Reserve, Wodonga Flats	15s. per week, payable in advance	
Ditto, within the parish of Moora	2s. 6d. per week, payable in advance	
For digging and taking away sand, loam, or gravel from Crown lands within the parish of Ballarat, for use only in connexion with the making of bricks on the licensee's own brick-making site	1s. per week, payable in advance	
For digging and taking away sand or gravel within the city of Sandhurst or shire of Strathfieldsaye	2s. 6d. per week, payable in advance	
For digging and taking away sand, loam, and gravel from Crown lands within the parishes of Beechworth, Bruarong, Byawatha, Eldorado, Everton, Mudgegonga, Murrumbidgee, Stanley, Tarrawingee, Woolshed, and Wooragee	Ditto	
Ditto, borough of Tarnagulla, and the parishes of Echuca North and Wharparilla	Ditto	
Ditto, parishes of Heathcote and Rochester, the shire of Marong, or the borough of Eaglehawk	Ditto	
For digging and taking away sand within the town of Nupurkah	Ditto	
For removal of sand from that portion of the Coast Reserve extending from the south-east corner of allotment 5B, section 3, parish of Portland, to the west boundary of allotment 19, section 14, parish of Bolwarra, for the purpose of manure on the licensee's own land only.	5s. per quarter, payable in advance	

to enter upon such Crown lands as may be allowed by the Minister for this purpose. Such licence available for one person only, using one cart.

LICENCES WHICH DO NOT CONFER ANY EXCLUSIVE RIGHT TO ENTER ON  
CROWN LANDS—*continued.*

Purpose of Licence.	Fee to be paid.	Right to be conferred by Licence.
For digging and taking away marl from Crown lands at Zeally Bay, in the parish of Puebla, or from allotment A, section 3, parish of Conewarre, known as Germantown Recreation Reserve	£1 per quarter, payable in advance	The licence shall be available for one person only, using one cart.
For any other purpose	To be fixed by the Minister	To be stated in licence.

## SCHEDULE 57.—(CHAP. IX., PART 2.)

SECTION 113, *Land Act 1898.*—APPLICATION TO PURCHASE.Extent of Land.  
A. R. P.

Parish—  
Allotment—

Being the holder of a licence under section 99 of the *Land Act 1890* to occupy the land specified in the margin, as a site for , and having erected buildings or other improvements thereon and having been in possession of the said land for a period of five years and complied with the conditions of such licence, I hereby apply to exercise the exclusive right to purchase the said land at a price to be determined by the Board of Land and Works, and for a certificate specifying the amount of rent to be credited towards the purchase money of such allotment, and I hereby state that the replies to the questions hereunder are true and correct in every particular.

Questions.	Reply.
(1) Has the land been used for the purpose for which the licence issued? (2) What are nature and value of the improvements?	

Dated this            day of

Signature in full—  
Occupation—  
Postal address—

Witness to signature—

## SCHEDULE 58.—(CHAP. IX., PART 2.)

## APPLICATION FOR RESIDENCE LICENCE WITHIN A STATE FOREST.

I,            of            hereby apply for a licence to occupy, for residence purposes, the land described hereunder.

Situation and Extent of Land applied for.	Description.
County of Parish of State forest Area, a. r. p.	

If owner of land in fee simple, state extent—

Dated this            day of

Signature—  
Occupation—  
Postal address—

## SCHEDULE 59.—(CHAP. IX., PART 2.)

INDORSEMENT OF RENEWAL OF LICENCE FOR RESIDENCE WITHIN  
A STATE FOREST.

A new licence has been granted to the person and for the land, and subject to the conditions described in the document to which this is affixed, for one year ending            and no longer (see *Government Gazette* dated            page ), and the sum of Ten shillings has been received as fees for the same.

A separate receipt for this amount has also been given.

Dated at            this            day of

Receiver of Revenue.

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SCHEDULE 60.—(CHAP. IX., PART 2.)

LICENCE (SEC. )—APPLICATION TO TRANSFER.\*

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

Being the holder of a licence under section to occupy the land specified in the margin, I hereby apply to transfer the same to of

Dated this day of

Signature—  
Postal address—

I, the undersigned, hereby agree to accept a transfer of the licence specified above.  
Dated this day of

Signature—  
Postal address—

SCHEDULE 61.—(CHAP. X., PART 2.)

APPLICATION TO PURCHASE.—SECTION 18, LAND ACT 1890.

Extent of Land—  
A. R. P.  
Parish—  
Allotment—  
Section—

Having, upon the Crown lands specified in the margin hereof, held by me under licence under the section of *The Land Act* 1869, erected buildings or other improvements, and having been in possession of the said Crown lands during a period of at least two years and a half, and having complied with the conditions of such licence, I hereby apply to exercise the exclusive right of purchasing the land on which such buildings or other improvements have been erected, at a price to be determined by the Board of Land and Works, and I hereby apply for the certificate of the said Board, specifying the amount of rent paid by me in respect of the said land during the period I have been in possession thereof.

Dated this day of

Signature—  
Occupation—  
Postal address—

Declaration.

I, of hereby declare that the statements made and the answers given by me in reply to the questions hereto are true and correct in every particular.

Fencing :—	Description thereof.	No. of Chains.	Cost per Chain.	Total Cost.		
				£	s.	d.
	Is the land all enclosed according to its licensed boundaries?					
	Have you arranged with occupiers of adjoining lands for payment of any portion of the dividing fences?					
Cultivation :—	Number of Acres Cultivated.	Cost per Acre.	Nature of Crop.			
Buildings :—	Description.	Dimensions.	Materials.			
Water Storage :—	Description.	Dimensions, &c.				
	Dam ... .. Tank .. .. Well ... ..					
All other improvements :—	Particulars of Nature and Cost.					
	Total Cost of Improvements ... ..			£		

\* The fee for registration of transfer is £1.  
† Strike out the unnecessary words and figures.

Particulars, &c.—*continued.*

What is the quality of the land, and the area fit for growing cereal or root crops? If not fit for such purpose— Is it heavily timbered? ... .. Stony? ... .. Swampy? ... .. Rangy, or otherwise unfit for cultivation?	
For what purpose is the land used or occupied?	
When did you commence residing upon the allotment, and have you resided thereon continuously? If not, state reason? ...	

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

Declared at \_\_\_\_\_ day of \_\_\_\_\_ in and for the \_\_\_\_\_ Commissioner for taking Declarations and Affidavits.

Signature—  
\_\_\_\_\_ in the colony of Victoria, this \_\_\_\_\_ day of \_\_\_\_\_ before me \_\_\_\_\_ Justice of the Peace Bailiwick of the colony of Victoria, or a Commissioner for taking Declarations and Affidavits.

\* The magistrate's or commissioner's signature is only required here in cases where the applicant is a marksman, and can neither read nor write.

\* I hereby certify that this declaration was read to the declarant in my presence this \_\_\_\_\_ day of \_\_\_\_\_ Justice of the Peace in and for the Bailiwick of the colony of Victoria, or a Commissioner for taking Declarations and Affidavits.

SCHEDULE 62.—(CHAP. X., PART 2.)

APPLICATION TO PURCHASE.—FOREST LANDS.

(Section 114, *Land Act 1898.*)

Extent of land— A. R. P. Having been in undisturbed possession of the land specified in the margin (rough sketch attached hereto) for a period of at least five years before the 1st day of July, 1899, and having effected improvements thereon of a substantial and permanent character of not less than Two pounds per acre, and having occupied the same as my home or the home of my family, I hereby apply to purchase the said land at a price to be determined by an appraiser to be appointed by the Board of Land and Works, and I hereby state that the replies to the questions hereunder are true and correct in every particular:—

Parish—  
Allotment or Description—

Questions.	Replies.
1. On what date did you commence to occupy the land?	
2. What are nature and value of buildings and other improvements on the land?	

Dated this \_\_\_\_\_ day of \_\_\_\_\_ Signature in full—  
Occupation—  
Postal address—

Witness—

SCHEDULE 63.—(CHAP. X., PART 2.)

Victoria.

LAND VOUCHER UNDER ACT 1106, SECTION 2.

Department of Lands and Survey.

Melbourne.

THIS is to certify that \_\_\_\_\_ has paid into the credit of the Public Account by the hands of the undermentioned Receivers and Paymasters or Land Officers, on the dates specified below, the sum of \_\_\_\_\_ pounds sterling, as payment at the rate of £ \_\_\_\_\_ per acre on allotment \_\_\_\_\_ section in the parish of \_\_\_\_\_ county of \_\_\_\_\_ containing \_\_\_\_\_ acres \_\_\_\_\_ roods \_\_\_\_\_ perches.

This document does not bind the Board of Land and Works to recommend the issue of a Crown grant to \_\_\_\_\_ his heirs executors administrators or assigns, but is merely a voucher to show what amount per acre has been paid up to the present time, nor does it specify the full amount which may be required to complete the purchase of the land.

A transfer in the books of the Crown Lands Office, Melbourne, can be registered and the issue of a fresh voucher obtained on payment of a fee of One pound after the execution by the licensee of the transfer indorsed hereon and its acceptance by the transferee.

The Board reserves to itself the right upon the removal of the objections to the issue of the Crown Grant for the said land to excise therefrom such portion or portions as may be required for public purposes.

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Should the Board hereafter consent to the issue of a Crown Grant for the land herein specified, this voucher shall be surrendered.

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

President. Member.

Date of Payment.	To whom paid.	Where paid.	Amount.

TRANSFER.

I, of in the county of in the colony of Victoria, being registered as the licensee of the land hereinafter described under section 42 of *The Amending Land Act 1865*, in consideration of the sum of pounds paid to me by of in the county of colony of Victoria, do hereby transfer to the said all my right, title, and interest in and to all that piece of land being Crown allotment section parish of county of containing acres roads perches.

And I, the said do hereby for myself, heirs, executors, administrators, and assigns accept the above transfer, and agree to hold the said land subject to the same conditions as it was held by aforesaid.

Dated this day of Signature—  
 Witness to the signature of Signature—  
 Witness to the signature of

SCHEDULE 64.—(CHAP. X., PART 2.)

I, of hereby request that acres of land included in a lease of parish of county of granted on the day of and now held by and subject to the following registered encumbrances be resumed by Her Majesty:—

I desire to occupy the same for mining purposes. I forward herewith the sum of (£10) Ten pounds sterling in accordance with the regulations. I also forward a plan showing the portion of land I desire to have resumed by Her Majesty, as also a statutory declaration showing the grounds on which I desire resumption.

Dated this day of Signature—  
 Occupation—  
 Postal address—

SCHEDULE 65.—(CHAP. X., PART 2.)

APPLICATION FOR POSTPONEMENT OF ARREARS OF RENT.

Parish— I hereby apply to the Board of Land and Works to postpone until after the day of the payment of all rent due by me at the commencement of the *Land Act 1898*, in respect of the allotment specified in the margin hereof, the lease of which will expire on the date stated above.

A. B. P. [Here state fully the reasons for non-payment punctually as due of the rents in arrear.]  
 Dated this day of Signature—  
 Postal address—

SCHEDULE 66.—(CHAP. X., PART 2.)

INDORSEMENT OF EXTENSION OF TERM ON LEASE.

The Governor in Council has extended the term of the within lease to as testified by the Board of Land and Works under its seal hereunto affixed this day of in the presence of—  
 President. Member.

SCHEDULE 67.—(CHAP. X., PART 2.)

APPLICATION TO MORTGAGE OR TRANSFER A LEASE OF A PASTORAL ALLOTMENT OR A GRAZING AREA OR PERPETUAL LEASE UNDER THE LAND ACT 1898.

County— Being the holder of a { Pastoral Allotment } Lease under the { Grazing Area } { Perpetual }  
 Parish— *Land Act 1898* of the land specified in the margin, and having paid all rents and fees due thereon, and otherwise complied with all the covenants and conditions of the said lease, I hereby apply for the consent in writing of the Board of Land and Works to the transfer or mortgage of the said lease to Area— of  
 Signature—  
 Occupation—  
 Postal address—

Declaration.

I, \_\_\_\_\_ of \_\_\_\_\_ in the colony of Victoria, do solemnly and sincerely declare that \_\_\_\_\_ chains of fencing have been erected on the land of the value of \_\_\_\_\_ per chain, and that other improvements upon the said land have been made to the value of £ \_\_\_\_\_ and that my reason for desiring to mortgage are \_\_\_\_\_

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

Signature—

Declared before me, at \_\_\_\_\_ in the colony aforesaid, this \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord One thousand \_\_\_\_\_ Justice of the Peace in and for the Colony of Victoria, or Commissioner for taking Declarations and Affidavits.

NOTE.—Perpetual leases cannot be transferred, assigned, mortgaged, or sublet during the first six years of such lease.

DECLARATION BY PROPOSED TRANSFEREE.

I, \_\_\_\_\_ of \_\_\_\_\_ hereby declare that the area I now desire to obtain by transfer would not, if added to the area already selected by me under this or any previous Land Act or Acts, exceed \_\_\_\_\_ acres of first, second, or third class land; that I am not under eighteen years of age.

Questions.	Statements in Reply.
1. Do you own any land in fee simple? If so, state the number of acres, and situation.	
2. Have you at any time obtained any land under lease or licence from the Crown? If so— When? ... .. Under what section and Act? ... .. Where situated? ... .. Area? ... ..	
3. Have you obtained a lease of a grazing area under the Land Act 1898 by application or transfer? If so— When? ... .. Parish? ... .. Area? ... ..	

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

Signature—  
Occupation—  
Postal address—

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

\* The magistrate's signature is only required here in cases where the applicant is a marksman, and can neither read nor write. \* I hereby certify that this declaration was read to the declarant in my presence this \_\_\_\_\_ day \_\_\_\_\_ Justice of the Peace in and for the Bailiwick of the colony of Victoria, or Commissioner for taking Declarations and Affidavits.

SCHEDULE 68.—(CHAP. X., PART 2.)



No. of Certificate

The Land Act 1898.

CERTIFICATE OF CONSENT OF BOARD OF LAND AND WORKS TO TRANSFER OR MORTGAGE OF A LEASE OF A GRAZING AREA UNDER OF THE LAND ACT 1890.

Office of the Board of Land and Works, Melbourne.

This is to certify that the Board of Land and Works has consented to the transfer or mortgage by \_\_\_\_\_ of \_\_\_\_\_ section of the Grazing Area lease comprising allotment \_\_\_\_\_ parish of \_\_\_\_\_ and containing \_\_\_\_\_ acres of \_\_\_\_\_ roods \_\_\_\_\_ perches, to \_\_\_\_\_

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

President.  
Member.

July 11, 1899.

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SCHEDULE 69.—(CHAP. XI, PART 2.)

APPLICATION FOR A COMMON UNDER THE LAND ACT 1890.

We, the undersigned, do hereby apply for the proclamation of a common under the Land Act 1890 as hereunder described.

Date—  
 Description of boundaries and approximate extent of the land for the proclamation of which as a common application is now made.  
 Distance and area of nearest common from that applied for.  
 Estimated grazing capability of common applied for in acres to one head of cattle.

Signatures of Applicants.	Residence.	Extent of Land held by each.	No. of Acres cultivated by each.	Particulars of Qualification for Commonage Rights. [Insert here if the applicant is a ratepayer in a municipal district, a holder of a miner's right, business licence, or carrier's licence; or a farmer who resides on and uses for agriculture or dairying land held by him in fee or under lease or licence from the Crown.]	No. of Cattle belonging to Applicants Depasturing on any Common or Commons.

SCHEDULE 70.—(CHAP. XI, PART 2.)

APPLICATION FOR EXTENSION OF AN EXISTING COMMON.

We, the undersigned, who have the legal right to depasture cattle on the common at which common is now, in our opinion, inadequate for the legitimate requirements of the persons entitled to commonage thereon, do hereby apply for the proclamation of an extension (as hereunder described) of that common.

Date—  
 Description and approximate extent of the land for the proclamation of which, as an extension of the common application is now made.  
 Estimated grazing capability of same in acres to one head of cattle.  
 Area of existing common.  
 Grazing capability of same in acres to one head of cattle.  
 Number of large cattle depastured on the common during the year commencing on and ending on.  
 Ditto small cattle ditto.  
 Number of persons to whom the above-mentioned cattle belonged.  
 Largest number of such cattle belonging to any one person mentioned period.  
 Amount of commonage fees received during the above-mentioned period.  
 In what manner disposed of.

Signatures of Applicants.	Residence.	Extent of Land held by each.	Number of Acres cultivated by each.	If Depasturing Cattle on any Common or Commons, state Number of Cattle and Name of Common.	Particulars of Qualification for Commonage Rights [Insert here if the applicant is a ratepayer in a municipal district, a holder of a miner's right, business licence, or carrier's licence; or a farmer who resides on and uses for agriculture or dairying land held by him in fee or under lease or licence from the Crown.]

SCHEDULE 71.—(CHAP. XI, PART 2.)

FORM OF BOOK FOR ISSUE OF LICENCES TO DEPASTURE CATTLE ON A COMMON.

Name of Common—	Received from _____ of _____
Date of issue of licence—	the sum of _____ for the grazing on the _____ common, until next ensuing, of large cattle and small cattle, as hereunder described, subject to the regulations for management of the said common.
Name—	Date—
Large cattle, at ... £ : :	Signature—
Small cattle, at ... £ : :	
Total ... £ : :	
Description and brands of cattle.	Description and brands of cattle.

Dr. FORM OF ACCOUNT BOOK. Cr.

Date.	Name.	Particulars.	Amount.	Total.	Date.	Name.	Particulars.	Amount.	Total.
			£ s. d.	£ s. d.				£ s. d.	£ s. d.
		Carried forward					Carried forward		



## SCHEDULE 72.—(CHAP. XI., PART 2.)

Abstract of the accounts of the managers of the above-named common for the year [or period] commencing on the day of and ending on the day of both days inclusive.

Dr.				Cr.			
Receipts.				Expenditure.			
	£	s.	d.		£	s.	d.
To Balance				By Salary of herdsman			
Fees for depasturing—							
Number.							
head of large cattle							
small cattle							
Fees received for special							
licences to—							
Slaughtermen				Balance			
Butchers							
	£				£		

We certify the above extract to be true and correct in every particular.

Managers.

I, the undersigned, having examined the accounts of the managers of the common, being duly authorized in that behalf, hereby certify that I find the same to be correct, and that the foregoing abstract is a true statement of the accounts of the said common.

Date—

Signature—

Office—

Address—

## SCHEDULE A.—(CHAP. II., PART 1.)

## CROWN GRANT IN FEE.



VICTORIA, by the Grace of God of the United Kingdom of Great Britain and Ireland Queen, 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 colony of Victoria the person hereinafter named has in consideration of the sum of \_\_\_\_\_ which sum has been duly paid to us become entitled to a grant in fee simple of the land hereinafter described. Now know ye that in consideration of the sum so paid and in pursuance of the *Land Act 1890* We do hereby grant unto

\_\_\_\_\_ h heirs and assigns

All that piece of land in the said colony containing \_\_\_\_\_ delineated with the measurements and abutments thereof in the map drawn in the margin of these presents and therein coloured \_\_\_\_\_ Excepting however unto us our heirs and successors all gold and silver and auriferous and argentiferous earth or stone and all other metals and minerals and mineral ores and all mines containing gold silver and all other metals and minerals and mineral ores whatsoever within the boundaries of the said land. And also reserving to us our heirs and successors free liberty and authority for us our heirs and successors and our and their 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 other metals and minerals and mineral ores and to extract and remove therefrom any gold silver and other metals and minerals and mineral ores and any auriferous argentiferous and metalliferous earth or stone and for the purposes aforesaid to sink shafts erect machinery carry on any works and do any other things which may be necessary or usual in mining. To hold unto the said

\_\_\_\_\_ h heirs and assigns for ever Provided always that the said land is and shall be subject to be resumed for mining purposes under section 68 of the said Act 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 to enter therein and to mine for gold and silver and to erect and to occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those to which such person had at the time of the passing of the said Act the right to mine for gold and silver in and upon Crown lands Provided that compensation shall be paid to the said

\_\_\_\_\_ h heirs executors administrators assigns and transferees by such person for surface damage to be done to such lands by reason of mining thereon such compensation to be determined as provided by the 121st section of the said Act 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 \_\_\_\_\_ being the day the person herein named became entitled to this grant.

NOTE.—The bearings and measurements are approximately given on this plan. The measurements are in links. In testimony whereof we have caused this our grant to be sealed at Melbourne with the seal of the said colony Witness our trusty and well-beloved Governor and Commander-in-Chief in and over the Colony of Victoria and its Dependencies.

July 11, 1899.

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Memorials of Instruments.

Nature of Instrument.	Time of its Production for Registration.	Names of the Parties to it.	Number or Symbol thereon.
	The day of at o'clock in the noon		

SCHEDULE B.—(CHAP. II., PART 1.)



CROWN GRANT IN FEE.

Entered in the Register Book,  
Vol. Fol.

Assistant Registrar of Titles.

VICTORIA, by the Grace of God of the United Kingdom of Great Britain and Ireland Queen 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 colony of Victoria the person hereinafter named ha in consideration of the sum of which sum has been duly paid to us become entitled to a grant in fee simple of the land hereinafter described Now know ye that in consideration of the sum so paid and in pursuance of the *Land Act* 1890 as amended by the *Land Act* 1891 we do hereby grant unto h heirs and assigns

All that piece of land in the said colony containing delineated with the measurements and abutments thereof in the map drawn in the margin of these presents and therein coloured Excepting however unto us our heirs and successors all gold and silver and auriferous and argentiferous earth or stone and all mines containing gold silver copper tin antimony coal and all other metals and minerals and mineral ores whatsoever and all mines seams lodes and deposits containing gold silver copper tin antimony coal and other metals and minerals and mineral ores in upon and under and within the boundaries of the land hereby granted And also reserving to us our heirs and successors free liberty and authority for us our heirs and successors and our and their agents and servants at any time or times hereafter to enter upon the said land and to search and mine therein for gold silver copper tin antimony coal and all other metals and mineral and mineral ores and to extract and remove therefrom any gold silver and any auriferous and argentiferous earth or stone copper tin antimony coal and other metals and minerals and mineral ores and to search for and work dispose of and carry away the gold silver copper tin antimony coal metals minerals and their ores and the mines metals and minerals in the land lying in upon and 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 copper tin antimony coal and other metals and minerals and mineral ores and the working of all mines seams lodes and deposits containing gold silver copper tin antimony coal and other metals and minerals and mineral ores in upon or under the land hereby granted To hold unto the said h heirs and assigns for ever

Provided always that the said land is and shall be subject to be resumed for mining purposes under section 63 of the *Land Act* 1890 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 licence to search for metals or minerals or of a mining or mineral lease to enter therein and to mine for gold silver copper tin antimony coal and other metals and minerals and mineral ores and to erect and to occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those to which the holder of a miner's right or of a mining or mineral lease had at the time of the passing of the *Land Act* 1890 the right to mine for gold and silver in and upon Crown lands Provided that compensation shall be paid to the said

NOTE.—The bearings h heirs executors administrators assigns and transferees by such person for surface damage to be done to are approximately given on this plan. such lands by reason of mining thereon such compensation to be determined as provided by the 121st section of the said Act 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 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 colony Witness our trusty and well-beloved Governor and Commander-in-Chief in and over the said Colony of Victoria and its Dependencies.

(L.S.)

## Memorials of Instruments.

Nature of Instrument.	Time of its Production for Registration.	Names of the Parties to it.	Number or Symbol thereon.
	The day of at o'clock in the noon.		

## SCHEDULE C.—(CHAP. II., PART 1.)

## CROWN GRANT IN FEE.

V.  R.Entered in the Register Book,  
Vol. Fol.

VICTORIA.

Assistant Registrar of Titles.

VICTORIA, by the Grace of God of the United Kingdom of Great Britain and Ireland Queen 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 colony of Victoria the person hereinafter named has in consideration of the sum of which sum has been duly paid to us become entitled to a grant in fee simple of the surface and down to the depth of feet below the surface of the land hereinafter described Now know ye that in consideration of the sum so paid and in pursuance of the Land Acts we do hereby grant unto h heirs and assigns so much and such parts as lie above the depth of feet below the surface of All that piece of land in the said colony containing

abutments thereof in the map drawn in the margin of these presents and therein coloured delineated with the measurements and Provided however that the grantee shall be entitled to sink wells for water and to the use and enjoyment of any spring 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 however unto us our heirs and successors all gold and silver and auriferous and argentiferous earth or stone and all mines seams lodes and deposits containing gold silver copper tin antimony coal and other metals and minerals and mineral ores in upon and under and within the boundaries of the land hereby granted And also reserving to us our heirs and successors free liberty and authority for us our heirs and successors and our and their agents and servants at any time or times hereafter to enter upon the said land and to search and mine therein for gold silver copper tin antimony coal and all other metals and mineral and mineral ores and to extract and remove therefrom any gold silver and any auriferous and argentiferous earth or stone copper tin antimony coal and other metals and minerals and mineral ores and to search for and work dispose of and carry away the gold silver copper tin antimony coal metals minerals and their ores and the mines metals and minerals in the land lying in upon and 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 copper tin antimony coal and other metals and minerals and mineral ores and the working of all mines seams lodes and deposits containing gold silver copper tin antimony coal and other metals and minerals and mineral ores in upon or under the land hereby granted To hold unto the said h heirs and assigns for ever Provided always that the said land is and shall be subject to be resumed for mining purposes under section 68 of the Land Act 1890 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 licence to search for metals or minerals or of a mining or mineral lease to enter therein and to mine for gold silver copper tin antimony coal and other metals and minerals and mineral ores and to erect and to occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those to which the holder of a miner's right or of a mining or mineral lease had at the time of the passing of the Land Act 1890 the right to mine for gold and silver in and upon Crown lands Provided that compensation shall be paid to the said

h heirs executors administrators assigns and transferees and measurements by such person for surface damage to be done to such lands are approximately by reason of mining thereon such compensation to be given on this plan, determined as provided by the 121st section of the said Act The measurements and the payment thereof to be a condition precedent to such are in links right of entry.

Dated the day of in the year of our Lord One thousand 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 colony Witness our trusty and well-beloved Governor and Commander-in-Chief in and over the said Colony of Victoria and its Dependencies.

*Memorials of Instruments.*

Nature of Instrument.	Time of its Production for Registration.	Names of the Parties to it.	Number or Symbol thereon.
	The day of 18 at o'clock in the noon.		

SCHEDULE D.—(CHAP. IV., PART 1.)

CONDITIONS OF SALE.

CONDITIONS of sale by public auction at the \_\_\_\_\_ commencing at \_\_\_\_\_ o'clock, by \_\_\_\_\_ (being a person authorized by the Board of Land and Works), of the following portions of land advertised by the notification in the *Government Gazette* of \_\_\_\_\_ the day of \_\_\_\_\_, in conformity with the provisions of the Land Acts, of which those more particularly necessary to be noticed are hereinafter mentioned, viz.:-

1. The land hereinafter described shall be put up for sale at the prices respectively stated and annexed to the descriptions thereof, and the bidder of that sum, or the highest bidder above it, shall be declared the purchaser, provided he shall immediately pay down a deposit of twelve and a-half per centum of the amount of the purchase money, and pay also the charge for survey, and sign a description hereunto annexed of the lot of which he shall become the purchaser, thereby binding himself to the observance of the above and following conditions.

2. The residue of the purchase money shall be paid in equal instalments in accordance with the prescribed scale on the last day of each successive period of six months from this date, or be, if the purchaser choose, payable at any earlier time or times being one of such last days of any such period of six months as aforesaid; and such residue of the purchase money shall bear interest at the rate of Four pounds per centum per annum, to be computed with respect to each instalment for the period which has elapsed between the time of sale and the time of the payment of such instalment; and on failure of the payment of any instalment with interest at the time at which the same becomes due, the deposit and instalment or instalments and interest already paid shall be forfeited, and the contract shall thereupon be void, and the land may be again offered for sale.

3. Immediately after the biddings on each lot are concluded, and before another lot is put up, the name of the purchaser shall be entered in the list of the descriptions of the lots annexed to these conditions, and the purchaser shall be required to affix his signature to the description of the lot so purchased by him. If previous to such signature any question or dispute as to the last and best bidder shall arise between the sellers and bidders, or amongst the bidders themselves, the lot in question shall be put up again. Subsequent to such signature no dispute whatever shall be admitted, nor shall any alteration of name or transfer from the actual purchaser to another person be allowed. No bid made after the fall of the auctioneer's hammer shall be received. In cases of question or dispute the decision of the officer conducting the sale on behalf of the Government shall be final and conclusive.

4. From the time of sale by auction of any land the purchaser thereof shall, for the purposes of any Acts relating to local government or public health or dividing fences or sewerage or water supply or *Vermin Destruction Act 1890*, be deemed and taken to be the owner thereof.

5. Deeds of grant shall be completed and issued in each case as soon as practicable after payment in full of the purchase money and regulation fee and shall be delivered to the grantees by the Registrar of Titles on production of the receipt for the prescribed fees. Each lot shall be granted to the purchaser by deed, under the hand of His Excellency the Governor and the Seal of the Colony, to be held in fee simple, and shall only convey the surface of the land and down to a depth of \_\_\_\_\_ feet below the surface.

6. The grant shall contain a reservation to Her Majesty of all metals and minerals and mineral ores in, on, or under the land, with the necessary reservation of power to work and win the same.

7. All offers, sales, and grants relative to these lands shall be effected in reference to the public plans, each portion being described by length of lines run with a chain, upon the bearings of a compass needle, which needle is variously affected by magnetic attraction in the neighbourhood of the Colony of Victoria, and the land will accordingly be sold as *more or less*. No claim for compensation as to any alleged deficiency in the area shall be entertained.

8. If the officer acting on behalf of the Government shall find reason to believe that any lot will not obtain its just value, or shall otherwise think fit to withdraw the same from the sale, he shall have full power to do so at any time previous to its being actually sold.

9. Persons having affixed their signatures to the list of the descriptions of the lots annexed to these conditions, as purchasers (or agents for purchasers) of the lots to which their signatures are respectively so affixed, shall be held to have previously obtained all necessary information, and shall not be entitled to allege ignorance or any other cause for their not fulfilling all and every obligation incumbent upon them by these conditions.

10. It shall be lawful for the Governor in Council, at any time within thirty (30) days from the date of sale to annul the sale of any lot or lots, and to repay to the purchaser the amount of his purchase money (or so much thereof as shall have been paid by him), without interest, cost, or damages of any description, in full satisfaction of all claims and demands whatsoever by such purchaser, and the publication of a notice in the *Government Gazette*, to the effect that the Governor in Council has as aforesaid annulled any such sale shall be conclusive evidence that such sale has been completely and effectually annulled.

We, the undersigned, do hereby acknowledge that we are the purchasers (or agents for purchasers) of the lots to which our names are respectively signed.

In witness whereof we have, this \_\_\_\_\_ day of \_\_\_\_\_, severally signed our names hereto and to the description of each lot respectively purchased by us.

*List of the Descriptions of the Lots.*

## SCHEDULE E.—(CHAP. II., PART 2.)

## LEASE OF A PASTORAL ALLOTMENT UNDER THE LAND ACT 1898.

THIS Indenture made the first day of \_\_\_\_\_ in the year of our  
 Lord One thousand \_\_\_\_\_ between His Excellency

Governor and Commander-in-Chief in and over the Colony of Victoria and  
 its Dependencies in the name and on behalf of Her Most Gracious Majesty  
 Queen Victoria of the first part the Board of Land and Works (hereafter  
 referred to as "the Board") of the second part and  
 \_\_\_\_\_ Victoria (hereinafter called the "Lessee") of the  
 third part.

Whereas the Governor with the advice of the Executive Council has agreed  
 to grant this lease for pastoral purposes of the pastoral allotment hereinafter  
 demised for the term of \_\_\_\_\_ years and \_\_\_\_\_ calendar  
 months at the annual rent of \_\_\_\_\_ being the rent computed  
 according to the provisions of the Land Acts to the lessee who has acquired  
 the right or become entitled thereto under the provisions of the same Acts  
 and the lessee has paid half a year's rent in advance And whereas the  
 Governor with the advice aforesaid has approved of and directed the conditions  
 and provisions hereinafter contained to be inserted in this lease framed in  
 accordance with the Regulations made in pursuance of the provisions of the  
 said Acts Now this Indenture witnesseth that in consideration of the payment  
 aforesaid and of the rent hereby reserved and of the covenants of the lessee  
 hereinafter contained Her Majesty doth by these presents grant and demise  
 unto the lessee his executors administrators and assigns the surface  
 of all that pastoral allotment situate in the county of \_\_\_\_\_ in  
 the colony of Victoria containing \_\_\_\_\_ acres more or less and  
 delineated on the plan prepared in accordance with the provisions of the  
 Land Acts and thereon numbered \_\_\_\_\_ in the said county and therein  
 also delineated on the plan drawn in the margin of these presents and therein  
 coloured \_\_\_\_\_ together with the appurtenances Excepting and reserving  
 unto Her Majesty her heirs and successors all gold and silver and auriferous and  
 argentiferous earth or stone and all copper tin antimony coal and all other metals  
 and minerals and mineral ores whatsoever and all mines seams  
 veins lodes and deposits containing gold silver copper tin anti-  
 mony coal and other metals and minerals and mineral ores in  
 upon and under the said demised premises together with liberty  
 for Her Majesty her heirs and successors and her and their  
 agents servants lessees licensees and assigns at any time or  
 times during the said term to enter upon the said land and to  
 search and mine therein for gold silver copper tin antimony  
 coal and other metals and minerals and mineral ores and to  
 remove therefrom any gold silver auriferous and argentiferous  
 earth or stone copper tin antimony coal and other metals and  
 minerals and mineral ores and for the purposes aforesaid to sink  
 shafts make drives and do any other things which may be neces-  
 sary or usual in mining And also excepting and reserving to  
 Her Majesty her heirs and successors and each and every other  
 lessee of any pastoral allotment or grazing area and the holder  
 of a miner's right or of a gold mining or mineral lease or a licence to search for metals  
 and minerals and her and their visitors agents and servants tenants and workmen  
 liberty and right of ingress egress and regress at all times through over and across the  
 premises hereby demised with or without horses cattle and other animals carts waggons  
 carriages and other vehicles to or from such pastoral allotment grazing area or part  
 thereof or to or from any claim or mine from and to any public road or track subject to  
 such regulations to be made by the Governor with the advice of the Executive Council  
 as may for the time being be in force And also excepting and reserving unto Her  
 Majesty her heirs and successors by the Governor with the advice aforesaid to  
 grant in manner and on the conditions prescribed in the said Land Acts licences  
 to any person to enter upon any of the land comprised in this lease and search  
 for cut dig and take away live or dead timber coal and other mineral gravel salt  
 guano sand resin stone or limestone loam brick or other earth To have and to hold  
 the premises herebefore expressed to be hereby demised unto the lessee his  
 executors administrators and assigns for the term of \_\_\_\_\_ years  
 and \_\_\_\_\_ calendar months from the day of the date of this  
 lease. Yielding and paying therefor during the said term the yearly rent of  
 \_\_\_\_\_ by two equal half-yearly payments in advance on the first  
 day of \_\_\_\_\_ and the first day of \_\_\_\_\_ in every  
 year clear of all deductions the first of the said half-yearly payments having  
 been made as aforesaid the next of the said half-yearly payments to be made  
 on the first day of \_\_\_\_\_ next and the last of the said half-yearly  
 payments to be made on the first day of \_\_\_\_\_ next preceding  
 the expiration of the said term And the lessee doth hereby for himself his  
 heirs executors administrators and assigns covenant and agree with Her Majesty  
 her heirs and successors that he the lessee his executors administrators or assigns  
 will during the said term observe perform and be bound by the several covenants  
 conditions provisos agreements acts matters and things hereinafter contained  
 (that is to say):—

**NOTE.**—The lengths  
 of the boundaries  
 are approximately  
 given in this plan  
 in chains.

1. That he or they will pay the said rent herebefore reserved at the times  
 and in manner herebefore appointed for payment thereof clear of all deduc-  
 tions:

2. That he or they will during the said term pay all existing and future rates  
 assessments and taxes for the time being payable either by landlord or tenant  
 in respect of the said premises:

3. That he or they will not assign sublet or subdivide or part with the  
 possession of the land hereby demised or any portion thereof without the  
 previous consent of the Board of Land and Works signified in writing:

4. That he or they will at once after the granting of this lease commence and  
 continue to destroy and will within three years after the granting of this lease  
 have destroyed to the satisfaction of the Board of Land and Works the animals  
 and birds by the Land Acts included in the term "vermin" or which the  
 Governor with the advice aforesaid may by proclamation in the *Government  
 Gazette* declare to be vermin for the purposes of the said Acts upon such land  
 and will keep the same free of such animals and birds Bathurst burr wild briar  
 and gorse to the satisfaction of the Board of Land and Works during the  
 currency of the term hereby granted:

5. That he or they will repair and keep in good condition and repair during  
 the continuance of the term hereby granted all houses fences wells reservoirs  
 tanks dams and all substantial and permanent improvements situated on the  
 land hereby demised whether made erected or constructed by the lessee his  
 executors administrators or assigns or not reasonable wear and tear and damage  
 by fire storm and tempest alone excepted and that the lessee his executors  
 administrators or assigns will not remove fill up or render useless or cause to be  
 removed filled up or rendered useless any of the same without first obtaining  
 the permission of the Board of Land and Works signified in writing:

6. That he or they will at the expiration or sooner determination of the said term hereby granted peaceably deliver up to Her Majesty or her successors the premises hereby demised together with all houses fences wells reservoirs tanks dams and all improvements that now are or may be made erected or constructed thereon in such good and sufficient repair and order as aforesaid and in all respects in such state and condition as shall be consistent with the due performance of the several covenants hereinbefore contained:

7. That he or they will permit any person appointed in that behalf by the Board of Land and Works at any time to enter upon the premises hereby demised to ascertain if the conditions and covenants of this lease are being performed by the lessee:

8. That he or they will not during the currency of this lease ring or destroy or except for the purpose of fencing or building on the land hereby demised cut down any timber in or upon such demised land unless with the previous sanction of the Board of Land and Works signified in writing and only then under the supervision of an officer appointed in that behalf by the said Board:

9. That every holder of a miner's right or of a licence to search for metals or minerals or of a gold mining or mineral lease shall have the right and that the lessee his executors administrators and assigns will at all times allow every such person to enter upon the demised land and every part thereof and to search for gold and silver and any other mineral ores whatsoever and to mine thereon and to erect and occupy mining plant and machinery without making any compensation to the lessee his executors administrators or assigns for surface or other damage:

Provided always and it is hereby agreed and declared—

10. That it is a condition of this demise that these presents shall become absolutely void on any assignment thereof whether by operation of law or otherwise save under the provisions of the Land Acts:

11. That it is a further condition that this lease is granted subject to a right in the Governor in Council at any time by proclamation in the *Government Gazette* to grant to the public the right of ingress egress and regress along any track used or required through or over the land hereby demised from and to any public road or track:

12. That it is a further condition that the Governor in Council shall have the power to grant in the manner and on the conditions prescribed in Division 8 of the *Land Act 1890* licences to any person to enter upon any of the land comprised in this lease and search for cut dig and take away any live or dead timber coal and other mineral gravel salt guano sand resin stone or limestone loam brick or other earth:

13. That it is a further condition that her Majesty her heirs and successors may at any time and from time to time during the said term resume possession of the whole or any part or parts of the land hereby demised which may in the opinion of the Governor with the advice aforesaid be required for the purposes of water supply irrigation works races dams and ditches forest or timber reserves or for public railways roads canals or for tramways or other internal communication through such lands or for mining purposes or for the purpose of obtaining or removing therefrom guano or other manure stone or earth or for sites of inns stores smithies bakeries or similar buildings or of bathing-houses bathing-places fishermen's residences drying grounds fellmongering establishments slaughter-houses lime-kilns bridges ferries toll or punt houses tanneries factories saw or paper mills stores warehouses or dwellings quays docks landing-places or the deposit of materials ship building and repairing boat building and repairing or for the working of mineral springs or for the manufacture of salt or for the purpose of erecting pumps or for the purpose of cutting digging and taking away any live or dead timber gravel stone ballast limestone salt shell seaweed and loam brick or other earth:

14. That it is a further condition that Her Majesty her heirs and successors may at any time and from time to time during the term hereby granted in accordance with Regulations in that behalf made under the Land Acts resume as sites for townships or villages or for mining purposes and re-enter upon any lands forming the whole or any part of the land hereby demised upon payment to the lessee his executors administrators or assigns of the full value of all houses fences (being fences within the meaning assigned to the word "fence" by the Land Acts) wells reservoirs tanks dams and of all substantial and permanent improvements made erected or constructed by such lessee his executors administrators or assigns on the lands so resumed but nothing herein or in the said Act contained shall be construed to give a better tenure to the lessee his executors administrators or assigns in regard to the right of miners to enter upon the land hereby demised in search of gold than was possessed by pastoral tenants under *The Land Act 1869*:

15. That neither of the preceding provisions shall prejudice or be construed as restricting the generality of the covenant on the part of the lessee hereinbefore contained conferring on the holder of a miner's right or of a mining or mineral lease or of a licence to search for metals or minerals other than gold the right to enter upon the demised land and exercise the rights in such covenant mentioned:

16. In case of any land being required to be resumed for mining purposes the Governor with the advice aforesaid shall determine and have the election whether it shall be resumed under the provisions of the 68th section of the *Land Act 1890* or under the provisions hereinbefore contained and if so under which of such provisions it shall be so resumed or taken:

17. That in case possession of any part or parts of the said land being resumed under either of the preceding provisions the covenants provisions and agreements herein contained with reference to the whole of the premises shall continue in force and apply to such part of the same as shall be left in the possession of the lessee his executors administrators or assigns.

18. That the term hereby granted may be determined by her Majesty her heirs or successors at any time by not less than two years' previous notice in writing of such intention addressed to the lessee and published in three consecutive ordinary numbers of the *Government Gazette* and upon payment to the lessee his executors administrators or assigns for his interest in this lease together with the value of houses fences (being fences within the meaning aforesaid) wells reservoirs tanks dams and of all substantial and permanent improvements made erected or constructed by the lessee prior to the date of such notice and during the currency of this lease on the lands so resumed provided that the sum paid in respect of such improvements by the lessee his executors administrators or assigns shall not exceed the sum expended thereon by the lessee his executors administrators or assigns and that such sum shall be determined in accordance with the regulations aforesaid and every such determination shall be binding and conclusive and the compensation to be paid to the lessee in respect of his interest in this lease shall be determined in manner by law required.

19. That these presents are upon this condition that if and whenever there shall be a breach of or non-compliance with any of the covenants conditions provisions agreements acts matters or things herein by the lessee to be performed or observed and the Governor with the advice aforesaid shall determine that this lease shall in consequence be voided (and the production of the minute of the proceedings of the Executive Council whereat such determination was arrived at shall be conclusive evidence thereof) or if the land hereby demised or any

July 11, 1899.

part thereof is assigned whether by operation of law or otherwise except as hereinbefore mentioned or as in the Land Acts otherwise expressly provided then these presents and the term hereby created shall be void and of no effect and immediately thereupon it shall be lawful for any bailiff of Crown lands or for any other agents or officers authorized in that behalf by Her Majesty or by the Governor with the advice aforesaid without any demand whatsoever to enter upon the land hereby demised and the lessee his executors administrators and assigns and all persons claiming from under or through him or them for ever to expel and remove therefrom without any legal process whatsoever and as effectively as any sheriff might do in case Her Majesty had obtained judgment in ejectment for recovery of possession of the said land or in an action for the recovery of land and a writ of *habere facias possessionem* or writ of possession or other process had issued on such judgment directed to such sheriff in due form of law. And that in case of entry and any action being brought or other proceeding taken for or on account of the same by any person whomsoever the defendants or defendant to such action may plead leave or licence in bar thereof and these presents shall be conclusive evidence of the leave or licence of the lessee his executors or administrators and all persons claiming from under or through him or them to any bailiff of Crown lands and all persons acting in the matters complained of in such action or other proceedings.

20. That the term "Governor" in these presents shall mean the Governor Lieutenant-Governor or other person administering the Government of the Colony of Victoria for the time being unless such meaning shall be inconsistent with the context.

In witness whereof His Excellency

Governor and Commander-in-Chief in and over the Colony of Victoria and its Dependencies hath on behalf of Her Majesty the Queen caused this demise to be sealed with the seal of the said colony and the lessee hath hereunto set his hand and seal on the day and year first above written.

Signed sealed and delivered by the } (L.S.)  
above-named }  
in the presence of— }

SCHEDULE F.—(CHAP. IV., PART 2.)

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

LEASE OF A GRAZING AREA UNDER THE LAND ACT 1898.

THIS Indenture made the first day of in the year of our Lord One thousand between His Excellency Governor and Commander-in-Chief in and over the Colony of Victoria and its Dependencies in the name and on behalf of Her Most Gracious Majesty Queen Victoria of the one part and of in the colony of Victoria (hereinafter called the "Lessee") of the other part.

Whereas the Governor with the advice of Executive Council has agreed to grant this lease of the grazing area hereinafter described for the term of years and calendar months less three days at the annual rent of being the rent fixed and reserved in accordance with the provisions of the Land Acts to the lessee who is entitled thereto under the provisions of the said Acts and the lessee has paid half a year's rent in advance. And whereas the Governor with the advice aforesaid has approved of and directed the conditions and provisions hereinafter contained to be inserted in this lease framed in accordance with the regulations made in pursuance of the provisions of the said Acts. Now this Indenture witnesseth that in consideration of such payment aforesaid and of the rent hereby reserved and of the covenants by the lessee hereinafter contained Her Majesty doth by these presents grant and demise unto the lessee his executors administrators and assigns all that grazing area situate in the parish of county of in the colony of Victoria containing acres more or less and delineated on the plan prepared in accordance with the provisions of the said Acts and thereon numbered in the said parish and also delineated on the plan drawn in the margin of these presents and therein coloured together with the appurtenances. Excepting and reserving unto Her Majesty her heirs and successors all gold and silver and auriferous and argentiferous earth or stone and all copper tin antimony coal and all other metals and minerals whatsoever and all mines seams veins lodes and deposits containing gold silver copper tin antimony coal and other metals and minerals in upon and under the said demised premises together with liberty for Her Majesty her heirs and successors and her and their agents servants lessees licensees and assigns at any time or times during the said term to enter upon the said land and to search and mine therein for gold silver copper tin antimony coal and other metals and minerals or to remove therefrom any gold silver auriferous and argentiferous earth or stone copper tin antimony coal and other metals and minerals and for the purposes aforesaid to sink shafts make drives and do any other things which may be necessary or usual in mining. And also excepting and reserving to Her Majesty her heirs and successors and each and every other lessee of any grazing area and the holder of a miner's right or of a gold mining or mineral lease and her heirs and their agents and servants tenants and workmen liberty and right of ingress egress and regress at all times through over and across the premises hereby demised with or without horses cattle and other animals carts waggons and carriages to or from such grazing area or part thereof or to or from any claim or mine from and to any public road or track subject to such regulation to be made by the Governor with the advice of the Executive Council as may for the time being be in force. And also excepting and reserving unto Her Majesty her heirs and successors and all persons duly licensed under section 99 of the *Land Act* 1890 to cut and take away any live or dead timber on Crown lands and all persons specially licensed in that behalf by the Governor in Council full and free liberty at all times to enter upon the said demised lands and therefrom to cut and take away live or dead timber. To have and to hold the premises hereinbefore expressed to be hereby demised unto the lessee his executors administrators and assigns for the term of years and calendar months less three days from the day of the date hereof. Yielding and paying therefor during the said term the yearly rent of by two equal half-yearly payments in advance on the first day of and the first day of in every year clear of all deductions the first of the said half-yearly payments having been made as aforesaid the next of the said half-yearly payments to be made on the first day of next and the last of the said half-yearly payments to be made on the first day of next preceding the expiration of the said term. And the lessee doth hereby for himself his heirs executors administrators and

NOTE.—The lengths of the boundaries of the boundaries are approximately given in this plan in links.

assigns covenant and agree with Her Majesty her heirs and successors that he the lessee his executors administrators and assigns will during the said term observe perform and be bound by the several covenants conditions provisos acts matters and things hereinafter contained (that is to say):—

1. That he or they will pay the said rent hereinbefore reserved in advance at the times and in manner hereinbefore appointed for payment thereof clear of all deductions.
2. That he or they will during the said term pay all existing and future rates assessments and taxes for the time being payable either by landlord or tenant in respect of the said premises.
3. That he or they will not assign sublet subdivide or part with the possession of the land hereby demised or any portion thereof without the previous consent of the Board of Land and Works signified in writing.
4. That he or they will at once after the granting of this lease to the satisfaction of the Board of Land and Works commence and continue to destroy and will within three years after the granting of this lease have destroyed to the satisfaction of the Board of Land and Works the animals and birds by the said Act included in the term "vermin" or which the Governor with the advice of the Executive Council may by proclamation in the *Government Gazette* declare to be vermin for the purposes of the said Act upon such land and will keep the same free of such animals and birds Bathurst burr wild briar and gorse to the satisfaction of the Board of Land and Works during the currency of this lease.
5. That he or they will repair and keep in good condition and repair during the continuance of the term hereby granted all houses fences wells reservoirs tanks dams and all substantial and permanent improvements situated on the premises hereby demised whether made erected or constructed by the said lessee his executors administrators or assigns or not reasonable wear and tear and damage by fire storm and tempest alone excepted and that the lessee his executors administrators or assigns will not remove fill up or render useless or cause to be removed filled up or rendered useless any of the same without first obtaining the permission of the Board of Land and Works signified in writing.
6. That he or they will not during the continuance of the term hereby granted ring or destroy or except for the purpose of fencing or building or domestic use on the land hereby demised cut down any timber in or upon the land hereby demised unless with the sanction of the Board of Land and Works signified in writing and then only under the supervision of an officer appointed in that behalf by the said Board.
7. That he or they will if not sooner called upon under the provisions of the *Fences Act 1890* within three years from the date of these presents enclose the land hereby demised with a fence of such kind as shall come within the meaning aforesaid and keep the same in repair during the continuance of the term hereby granted.
8. That he or they will at the expiration or sooner determination of the said term hereby granted peaceably deliver up to Her Majesty her heirs or successors the premises hereby demised together with all houses fences wells reservoirs tanks dams and all improvements that now are or may be made erected or constructed thereon in such good or sufficient repair and condition as aforesaid and in all respects in such state and condition as shall be consistent with the due performance of the several covenants hereinbefore contained.
9. That he or they will permit any person appointed in that behalf by the Board of Land and Works at any time to enter upon the premises hereby demised to ascertain if the conditions and covenants of this lease are being performed by the lessee.
10. That every holder of a miner's right or of a gold mining or mineral lease shall have the right and be allowed by the lessee his executors administrators and assigns to enter upon the area hereby demised and search for gold silver copper tin antimony coal and other metals and minerals and to mine thereon and to erect and occupy mining plant and machinery without making any compensation to the lessee his executors administrators or assigns for surface or other damage. And also that these presents shall become absolutely void on any assignment thereof save under the provisions of the Land Acts.

Provided always and it is hereby agreed and declared—

11. That it is a condition of this lease that Her Majesty her heirs and successors may at any time and from time to time during the said term resume possession of any part or parts of the land hereby demised which may in the opinion of the Governor with the advice aforesaid be required for the purposes of water supply irrigation works races dams and ditches or for public railways roads canals or for tramways or other internal communication through such lands or for mining purposes or for the purpose of obtaining or removing therefrom guano or other manure stone or earth or for sites of inns stores smithies bakeries or similar buildings or of bathing-houses bathing-places fishermen's residences drying grounds fellmongering establishments slaughter-houses lime-kilns bridges ferries toll or punt houses tanneries factories saw or paper mills quays docks landing-places or the deposit of materials ship building and repairing boat building and repairing or for the working of mineral springs or for the manufacture of salt or for the purpose of erecting pumps or for the purpose of cutting digging and taking away any live or dead timber gravel stone ballast limestone salt shell seaweed and loam brick or other earth and that the Governor in Council or the Board of Land and Works may at any time enter upon the whole or portion of the area hereby granted for the purpose of resuming any land comprised in this lease required as aforesaid and that the lessee shall upon such entry remove any improvements from the land so resumed and relinquish and give up possession of the grazing area or part to Her Majesty. Provided always that there shall be paid by Her Majesty the actual cost of removing or re-erecting and any actual depreciation in value caused by such removal or re-erection of such improvements and the amount of loss sustained by the lessee in consequence of the relinquishment of improvements not removable. Such cost or amount shall be fixed by the Board but shall not include compensation for severance or for any person's interest in the unexpired term of this lease and may be paid to such person or persons as the Board determines.
12. That it is a further condition that Her Majesty her heirs and successors may at any time and from time to time during the term hereby granted in accordance with the regulations to be made by the Governor with the advice aforesaid in that behalf resume as sites for townships or villages or for mining purposes and re-enter upon the whole or any portion of the land hereby demised upon payment to the lessee his executors administrators or assigns of the full value of all houses fences (within the meaning aforesaid) wells reservoirs tanks dams and of all substantial and permanent improvements made erected or constructed by the lessee his executors administrators or assigns on the lands so resumed but nothing in this lease contained shall be construed to give a better tenure to the lessee his executors administrators or assigns in regard to the right of miners authorized by the responsible Minister of the Crown



for the time being administering the Land Acts thereof subject to any conditions he may think fit to impose to enter upon any portion specified by the said Minister of the land hereby demised in search of gold than was possessed by pastoral tenants under *The Land Act 1869* with regard to the right of miners to enter upon the lands occupied by such pastoral tenants.

13. That nothing in the last two preceding clauses contained shall prejudice or be construed as restricting the generality of the covenant on the part of the lessee hereinbefore contained conferring on the holder of a miner's right or of a gold mining or mineral lease the right to enter upon the demised land and exercise the other rights in such covenant mentioned. And in case of any land being required to be resumed for mining purposes the Governor with the advice aforesaid shall determine and have the election whether it shall be resumed under the provisions of the 68th section of the *Land Act 1890* or under the provisions hereinbefore contained and if so under which of the provisions hereinbefore contained it shall be so resumed or taken. And it is hereby declared that in case possession of any part or parts of the said land shall be resumed as aforesaid the covenants provisions and agreements herein contained with reference to the whole of the premises shall continue in force and apply to such part of the same as shall be left in the possession of the lessee his executors administrators or assigns aforesaid.

14. That it is a further condition that the term hereby granted may be determined by Her Majesty her heirs or successors at any time by not less than two years' previous notice in writing of such intention addressed to the lessee and published in three consecutive ordinary numbers of the *Government Gazette* and upon payment to the lessee his executors administrators or assigns for his interest in this lease together with the value of houses fences (within the meaning aforesaid) wells reservoirs tanks dams and of all substantial and permanent improvements made erected or constructed by the lessee his executors administrators or assigns prior to the date of such notice and during the currency of this lease on the land so resumed provided that the sum paid in respect of such improvements by the Board of Land and Works shall not exceed the sum expended thereon by the lessee his executors administrators or assigns and that such sum shall be determined in accordance with the regulations aforesaid and that the compensation to be paid to the lessee his executors administrators or assigns in respect of his or their interest in the lease shall be determined in manner provided by the *Lands Compensation Act 1890* or any Act amending the same.

15. That these presents are upon this further condition that in the event of the lessee his executors administrators or assigns becoming the licensee or licensees of any portions of the land hereby demised as an agricultural or grazing allotment and his or their licence thereafter being annulled for any breach of the provisions of the Land Acts or of the conditions of such licence or if and whenever there shall be a breach of or non-compliance with any of the covenants conditions provisions agreements acts matters or things herein by the lessee to be performed or observed and the Governor with the advice aforesaid shall determine that this lease shall in consequence be avoided (and the production of the minute of the proceedings of the Executive Council whereat such determination was arrived at shall be conclusive evidence thereof) or if the land hereby demised or any part thereof is assigned whether by operation of law or otherwise except as hereinbefore mentioned or as in the *Land Act 1890* otherwise expressly provided then these presents and the term hereby created shall be void and of no effect. And immediately thereupon it shall be lawful for any bailiff of Crown lands or for any other agents or officers authorized in that behalf by Her Majesty or by the Governor with the advice aforesaid without any demand whatsoever to enter upon the land hereby demised and the lessee his executors administrators and assigns and all persons claiming from under or through him or them for ever to expel and remove therefrom without any legal process whatsoever and as effectually as any sheriff might do in case Her Majesty had obtained judgment in ejectment for recovery of possession of the said land or in an action for the recovery of land and a writ of *habere facias possessionem* or writ of possession or other process had issued on such judgment directed to such sheriff in due form of law. And that in case of such entry and any action being brought or other proceeding taken for or on account of the same by any person whatsoever the defendants or defendant to such action may plead leave and licence thereto and these presents shall be conclusive evidence of the leave and licence of the lessee his executors or administrators and all persons claiming from under or through him or them to any bailiff of Crown lands and all persons acting in the matters complained of in such action or other proceedings.

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

17. That these presents are upon this further condition that each and every other lessee of any grazing area his visitors agents workmen and servants shall have the right of ingress egress and regress to and from his grazing area over the land hereby demised through from and to any public road or track subject to any regulations for the time being in force made under the Land Acts.

July 11, 1899.

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18. That the term "Governor" in these presents shall mean the Governor Lieutenant-Governor or other person administering the Government of the Colony of Victoria for the time being unless such meaning shall be inconsistent with the context.

In witness whereof His Excellency Governor and Commander-in-Chief in and over the Colony of Victoria and its Dependencies hath on behalf of Her Majesty the Queen caused this demise to be sealed with the seal of the said colony and the lessee hath hereunto set his hand and seal.

Signed sealed and delivered by the } (L.S.)  
above-named  
in the presence of—

SCHEDULE G.—(CHAP. V., PART 2.)

RESIDENCE LICENCE OF AN AGRICULTURAL OR A GRAZING ALLOTMENT.

THIS Indenture made this first day of \_\_\_\_\_ in the year of our Lord One thousand \_\_\_\_\_ between His Excellency Governor and Commander-in-Chief in and over the Colony of Victoria and its Dependencies in the name and on behalf of Her Most Gracious Majesty Queen Victoria of the one part and \_\_\_\_\_ of \_\_\_\_\_ in the said colony (hereinafter called the "Licensee")

of \_\_\_\_\_ Whereas the licensee having applied for this licence and made the declaration required by the Land Acts the Governor with the advice of the Executive Council has agreed to grant the same on the faith that the applicant does not by becoming the licensee violate or fail to comply with any of the provisions of the Land Acts And whereas the Governor with the advice aforesaid has approved of and directed the conditions and provisions hereinafter contained to be inserted in this licence framed in accordance with the Regulations made in pursuance of the provisions of the said Acts And whereas the licensee has paid half a year's fee for occupation in advance Now this Indenture witnesseth that in consideration of the payment aforesaid of the fee for occupation hereby reserved and of the agreements by the licensee hereinafter contained the Governor with the advice aforesaid and in exercise of the power given by the said Act doth hereby grant unto the licensee licence and liberty to enter upon and personally to occupy in accordance with the provisions of the said Acts the surface and down to a depth of \_\_\_\_\_ feet below the surface of all that agricultural allotment situate in the parish of \_\_\_\_\_ county of \_\_\_\_\_ in the colony of Victoria containing \_\_\_\_\_ acres more or less of class land and delineated on the plan prepared in accordance with the provisions of the 24th section of the Land Act 1898 and thereon numbered \_\_\_\_\_ in the said parish and also delineated on the plan drawn in the margin of these presents and thereon coloured \_\_\_\_\_ for the term of six years from the day of the date of this licence Excepting and reserving unto Her Majesty her heirs and successors all gold and silver and auriferous and argentiferous earth or stone and all copper tin antimony coal and all other metals and minerals and mineral ores whatsoever and all mines seams veins lodes and deposits containing gold silver copper tin antimony coal and all other metals and minerals and mineral ores in upon and under the land hereby licensed together with liberty for Her Majesty her heirs and successors and her and their agents servants lessees licensees and assigns at any time or times during the said term to enter upon the said land and to search and mine therein for gold silver copper tin antimony coal and all other metals and minerals and mineral ores or to remove therefrom any gold silver auriferous and argentiferous earth or stone copper tin antimony coal and all other metals and minerals and mineral ores and for the purposes aforesaid to sink shafts make drives and do any other things which may be necessary or usual in mining And also excepting and reserving to Her Majesty her heirs and successors and the holder of a miner's right or of a licence to search for metals and minerals or of a gold mining or mineral lease and their agents and servants tenants and workmen liberty and right of ingress egress and regress at all times through over and across the land hereby licensed with or without horses cattle and other animals carts waggons and carriages to or from any claim or mine and to any public road or track subject to such regulations to be made by the Governor with the advice of the Executive Council as may for the time being be in force The land comprised in this licence is also subject both during the currency of this licence and after the licensee shall have acquired the fee-simple or leasehold thereof to the right of any person being the holder of a miner's right or a licence to search for metals and minerals or of a gold mining or mineral lease being allowed by the licensee his executors administrators and assigns to enter upon the area hereby licensed and search for gold silver copper tin antimony coal and other metals and minerals and mineral ores and to mine therein and thereon and to erect and occupy mining plant and machinery thereon in the same manner and under the same conditions and provisions as those on which such person had at the time of the passing of the Land Act 1890 the right to mine for gold and silver in and upon Crown lands provided that compensation shall be paid to the licensee by such persons for surface damage to be done to such lands by reason of mining thereon such compensation to be determined as by law required and the payment thereof to be a condition precedent to such right of entry and

NOTE.—The lengths of the boundaries are approximately given in this plan in links.

this licence is subject to the conditions that the licensee shall at all times during the currency hereof permit every such person to exercise the right aforesaid Yielding and paying therefor during the said term a yearly fee for occupation of \_\_\_\_\_

being calculated at the rate of \_\_\_\_\_ per annum for each and every acre or fractional part of an acre contained in the said allotment and such further fee (if any) fixed in any Order in Council made in that behalf under and by virtue of the provisions of section 17 of the Land Act 1891 the said yearly fee to be paid in advance by equal half-yearly payments on the first day of \_\_\_\_\_ and the first day of \_\_\_\_\_ in every

year clear of all deductions the first of the half-yearly payments having been made in conformity with the provisions of the said Acts the next of the said half-yearly payments to be made on the first day of \_\_\_\_\_ next and the last of the half-yearly payments to be made on the first day of \_\_\_\_\_ next preceding the expiration of the term of this licence The licensee for himself his heirs executors and administrators hereby agrees with the Governor as follows :—

1. To pay the said licence-fee in moieties in advance at the times and in manner hereinbefore appointed for payment thereof clear of all deductions.
2. To pay all existing and future rates assessments and taxes for the time being payable by landlord or tenant in respect of the premises.
3. That he will not during the currency of this licence assign the licence nor transfer his right title and interest therein or in the allotment hereinbefore described and herein comprised or any part thereof nor sublet the said allotment or any part thereof.

4. To at once and to the satisfaction of the Board of Land and Works commence and continue to destroy and within two years after the issue of this licence to have destroyed to the satisfaction of the Board the animals and birds by the Land Acts included in the term "vermin" or which the Governor with the advice of the Executive Council may by proclamation in the *Government Gazette* declare to be vermin for the purposes of the said Acts upon such land and to keep the same free from such animals and birds to the satisfaction of the said Board during the currency of this licence.

5. To enclose within six years from the issue of this licence if not sooner called upon under the provisions of the *Fences Act 1890* the land herein comprised with a fence of such kind as shall come within the meaning assigned to the word "fence" by the Land Acts and keep the same in repair during the continuance of this licence.

6. That he will within twelve months after the issue of this licence commence and thenceforward during the continuance of this licence without intermission (except for a period specified in a notice registered in conformity with the provisions of the Land Acts) occupy personally the said allotment.

7. That he will make and erect on the said allotment before the end of the sixth year from the commencement of this licence substantial and permanent improvements of the value of \_\_\_\_\_ for every acre and fractional part of an acre of the allotment.

8. That he will at all times during the continuance of this licence *bona fide* comply with all and will not violate any of the provisions of the said Acts.

9. That the Governor with the advice of the Executive Council or the Board of Land and Works for and on behalf of Her Majesty her heirs and successors may at any time during the currency of this licence resume possession of all or any part or parts of the lands comprised in the said allotment which may be required for reserves for public purposes or for the purpose of water supply irrigation works races dams and ditches or for railways roads canals or for tramways or other internal communication or for mining purposes provided that any moneys which may have been paid by the licensee to the Crown in respect of the lands so resumed or expended by him thereupon shall be repaid to him together with such other moneys as compensation for such resumption as to the Governor with the advice of the Executive Council seems fit. The preceding provision shall be construed as independent of and concurrent with the powers conferred by the 68th section of the *Land Act 1890* and of the powers conferred by the last provision of this licence.

10. That in case possession of any part or parts of the land be resumed as aforesaid or surrendered or as hereinafter mentioned the agreements and conditions herein contained with reference to the whole shall continue in force and apply to such part as shall be left in the possession of the licensee.

11. That if and whenever any part of the said fees for occupation are in arrear whether the same have been demanded or not or if and whenever there shall be a breach of any of the agreements positive or negative by the licensee herein contained or if this licence be assigned whether by operation of law or otherwise save as in the said Acts is otherwise expressly provided or if the said allotment or any part thereof is sublet or in case the licensee do not within twelve months after the issue of this licence and thenceforward during the continuance of this licence without intermission (except as hereinbefore mentioned) occupy the said allotment or in case substantial and permanent improvements certified in writing under the seal of the Board of Land and Works or under the hands of arbitrators as provided by the Land Acts to be of the value of \_\_\_\_\_ for every acre and fractional part of an acre of the allotment have not been made on the said allotment by the licensee before the end of the sixth year from the commencement of this licence or if it at any time be shown to the satisfaction of the Governor with the advice aforesaid (and that it has been so shown the production of a copy of the *Government Gazette* containing a notice purporting to be signed by the responsible Minister of the Crown for the time being administering the said Acts so declaring or notifying or declaring or notifying that this licence has become forfeited and void shall be conclusive evidence) that the licensee became such licensee or that he held or continued to hold this licence in violation of or non-compliance with any of the provisions of the said Acts or that the licensee has committed a breach of or not fulfilled any of the conditions of this licence then and in any of such cases this licence shall be void and of no effect.

12. That ancillary and without prejudice to the provisions of the Land Acts it is hereby agreed that immediately upon this licence so becoming void and of no effect it shall be lawful for any bailiffs of Crown lands or for any other agents or officers authorized in that behalf without any demand whatever to enter upon the said allotment and the licensee and all persons claiming from under or through him for ever to expel and remove therefrom without any legal process whatsoever and as effectually as any sheriff might do in case Her Majesty had obtained judgment in ejectment or in an action for the recovery of land and a writ of *habere facias possessionem* or writ of possession or other process had issued on such judgment directed to such sheriff in due form of law and that in case of such entry and any action being brought or other proceedings taken for or on account of the same by any person whatsoever the defendants or defendant to such action may plead leave and licence thereto and these presents shall be conclusive evidence of the leave and licence of the licensee and all persons claiming from under or through him to any bailiff of Crown lands and all persons acting in the matters complained of in such action or other proceeding.

13. That the lands hereby licensed shall during the currency of this licence be deemed lands of the Crown within the meaning of section 17 of the *Land Act 1891* and that upon the making of any Order in Council under the provisions in the said section contained the enhanced licence-fee therefor fixed by such Order in Council shall be payable in respect of such lands as though such licence-fee had been so fixed prior to the making of this licence.

14. That if the licensee during the said period of six years occupy the said allotment for not less than five years and fence and make the improvements of the nature and value hereinbefore mentioned on the said allotment during the said period of six years and prove to the satisfaction of the Board of Land and Works (to be certified under its seal) by such evidences as the said board may require that he has complied with the said conditions and with all other conditions hereof he shall be entitled at any time within twelve months after six years from the commencement of this licence to demand and obtain from the Governor in Council a Crown grant upon payment of \_\_\_\_\_ or of such other sum (if any) not being less than one-eighth part greater nor more than double the sum of \_\_\_\_\_ shillings as may be fixed by any Order in Council made in that behalf under and by virtue of the provisions of section 17 of the *Land Act 1891* for each acre or fractional part of an acre or otherwise he may obtain a lease of the said allotment and such lease shall be for a term of \_\_\_\_\_ years at a yearly rent of \_\_\_\_\_ or of such other sum (if any) not being less than one-eighth part greater nor more than double the sum of \_\_\_\_\_ as may be fixed by any Order in Council as aforesaid for each acre or fractional part of

an acre so demised payable in equal parts half-yearly in advance and containing the usual covenants for the payment of rent and a condition for re-entry on non-payment thereof and such other covenants conditions exceptions and reservations as the Governor in Council may direct.

15. That upon payment of the last sum due on account of the rent under any such lease or at any time during the term upon payment of the difference between the amount of rent actually paid and the entire sum of \_\_\_\_\_ or such other sum (if any) not being less than one-eighth part greater nor more than double the sum of \_\_\_\_\_ as may be fixed by any Order in Council as aforesaid for each acre or fractional part of an acre the lessee or his representatives shall be entitled to a grant in fee of the lands leased and every such grant shall be subject to such covenants conditions exceptions and reservations as the Governor in Council may direct.

16. If it be proved to the satisfaction of the responsible Minister of the Crown aforesaid by the licensee that owing to ill health he is unable to reside on the said allotment or that for any other reason it is expedient to do so the said Minister may in his discretion cause the said allotment to be put up for sale by auction.

17. In the case of the insolvency or death of the licensee during the currency of this licence it shall not be obligatory on the assignee or trustee in insolvency or on the executors or administrators of such licensee to comply with the said condition of occupation.

18. In the case of the insolvency or death of the licensee during the currency of this licence it shall be lawful for the assignee or trustee in insolvency or for the executors or administrators of such licensee to assign within the time limited in that behalf by the said Acts such licence to any person who is qualified for becoming a licensee under the Land Acts and such person shall thereupon be with respect to such licence in the same position as though he had been the original licensee.

19. Except as herein otherwise expressly provided the word "licensee" shall include his executors and administrators and any person or persons in whom this licence may under the provisions of the said Acts become vested.

20. In the event of the whole or any portion of the land hereby licensed being at any time or times required by the Victorian Railways Commissioner or by any other person or persons or corporation for the time being by any law in force in Victoria authorized to make construct manage or maintain any state railway or railways for the construction maintenance or management of any railway or railways or railway stations or for obtaining earth stone timber gravel or sand or any other materials or things or for railway water supply purposes or other works matters or conveniences in connection with any railway or railway works already or hereafter authorized to be constructed maintained or managed or by the Governor for the construction of water supply works irrigation works reservoirs dams races water-courses or drains or for public roads or highways to be hereafter set out by the authority of the Governor he the said licensee his executors and administrators will within one month upon receiving notice in writing from the Railways Commissioner or other person or persons or corporation aforesaid or from a responsible Minister of the Crown authorized by Order in Council that the land is so required relinquish possession of the land so required and all claim thereto provided that such licensee his executors or administrators shall for a period of one month after the receipt by him or them of such notice be entitled to remove all buildings erections or fences upon the land so required but such right shall be forfeited if the same be not exercised and such buildings erections or fences removed within the time hereinbefore limited and that neither he nor they will have or make any claim for compensation whatsoever for the said buildings erections or fences or for any improvements or for any moneys expended upon the said lands or for the cost which he or they may incur in such removal nor will he or they have or make any claim for compensation for any loss of frontage to or access from any road or roads in consequence of the construction of any such railway railway station or other works matters or conveniences And the said Railways Commissioner or other person or persons or corporation aforesaid shall not be liable to construct any crossings or other accommodation works under over or upon any railway that may be made through or adjacent to such land or any part thereof nor will the licensee his executors or administrators have or make any claim for compensation for any right or interest which he or they may possess in such land beyond a proportionate reduction in the licence-fee which shall in all cases be fixed by an officer appointed by the Governor nor in respect of the severance from the other lands occupied by him or them under this licence And it is expressly agreed between the parties hereto that this agreement is to be construed as a release by the said licensee his executors and administrators to Her Majesty her heirs and successors from all or any payment to him or them and from all claims thereto which might otherwise have been made in respect of resumption of any portion of the land hereby licensed for any railway or railway station or railway water supply purposes or other works matters or conveniences or for the purposes of the construction of water supply works irrigation works reservoirs dams races water-courses or drains or for public roads or highways under the before-contained conditions for resumption by or on behalf of Her Majesty her heirs and successors.

21. That the term "Governor" in these presents shall mean the Governor Lieutenant-Governor or other person administering the Government of the Colony of Victoria for the time being unless such meaning shall be inconsistent with the context.

In witness whereof His Excellency \_\_\_\_\_ Governor and  
 Commander-in-Chief in and over the Colony of Victoria and its  
 Dependencies hath on behalf of Her Majesty the Queen caused this  
 Indenture to be sealed with the seal of the said Colony and the licensee  
 hath hereunto set his hand and seal.

Signed sealed and delivered by the } (L.S.)  
 above-named }  
 in the presence of— }

SCHEDULE H. (CHAP. V., PART 2.)

NON-RESIDENCE LICENCE OF AN AGRICULTURAL OR A GRAZING ALLOTMENT.  
 THIS Indenture made this first day of \_\_\_\_\_ in the year of our  
 Lord One thousand \_\_\_\_\_ between His  
 Excellency \_\_\_\_\_ Governor and Commander-in-Chief  
 in and over the Colony of Victoria and its Dependencies in the name and  
 on behalf of Her Most Gracious Majesty Queen Victoria of the one part  
 and \_\_\_\_\_ of \_\_\_\_\_ in the colony  
 of Victoria (hereafter called "the licensee") of the other  
 part Whereas the licensee has applied for this licence and has paid a half-year's  
 fee therefor in advance And whereas the Governor with the advice of the  
 Executive Council has approved of and directed the conditions and provisions  
 hereinafter contained to be inserted in this licence framed in accordance with  
 the Regulations made in pursuance of the provisions of the Land Acts Now

this Indenture witnesseth that in consideration of the payment aforesaid of the fee for this licence hereby reserved and of the agreements by the licensee herein-after contained the Governor with the advice aforesaid and in exercise of the power given by the Land Acts doth hereby grant unto the licensee licence and liberty to enter upon improve and occupy the surface and down to a depth of feet below the surface of all that agricultural allotment situate in the parish of \_\_\_\_\_ in the colony of Victoria containing \_\_\_\_\_ acres more or less of \_\_\_\_\_ class land and delineated on the plan prepared in accordance with the provisions of the 24th section of the Land Act 1898 and thereon numbered \_\_\_\_\_ in the said parish and also delineated on the plan drawn in the margin of these presents and thereon coloured \_\_\_\_\_ for the term of six years from the day of the date of this licence Excepting and reserving unto Her Majesty her heirs and successors all gold and silver and auriferous and argentiferous earth or stone and all copper tin antimony coal and all other metals and minerals and mineral ores whatsoever and all mines seams veins lodes and deposits containing gold silver copper tin antimony coal and all other metals and minerals and mineral ores in upon and under the land hereby licensed together with liberty for Her Majesty her heirs and successors and her and their agents servants lessees licensees and assigns at any time or times during the said term to enter upon the said land and to search and mine therein for gold silver copper tin antimony coal and all other metals and minerals and mineral ores or to remove therefrom any gold silver auriferous and argentiferous earth or stone copper tin antimony coal and all other metals and minerals and mineral ores and for the purposes aforesaid to sink shafts make drives and do any other things which may be necessary or usual in mining and also excepting and reserving to Her Majesty her heirs and successors and the holder of a miner's right or a licence to search for metals and minerals or of a gold mining or mineral lease and their agents and servants tenants and workmen liberty and right of ingress egress and regress at all times through over and across the

NOTE.—The lengths of premises hereby licensed with or without horses cattle and the boundaries are \_\_\_\_\_ other animals carts waggons and carriages to or from any approximately given \_\_\_\_\_ claim or mine and to any public road or track subject to such in this plan in chains. \_\_\_\_\_ regulations to be made by the Governor with the advice of the Executive Council as may for the time being be in force. The

land comprised in this licence is also subject both during the currency of this licence and after the licensee shall have acquired the fee-simple or leasehold thereof to the right of any person being the holder of a miner's right or a licence to search for metals and minerals or of a gold mining or mineral lease being allowed by the licensee his executors administrators and assigns to enter upon the area hereby licensed and search for gold silver copper tin antimony coal and other metals and minerals and mineral ores and to mine therein and thereon and to erect and occupy mining plant and machinery thereon in the same manner and under the same conditions and provisions as those on which such person had at the time of the passing of the Land Act 1890 the right to mine for gold and silver in and upon Crown lands provided that compensation shall be paid to the licensee by such persons for surface damage to be done in such lands by reason of mining thereon such compensation to be determined as by law required and the payment thereof to be a condition precedent to such right of entry and this licence is subject to the conditions that the licensee shall at all times during the currency hereof permit every such person to exercise the right aforesaid Yielding and paying therefor during the said term a yearly fee for this licence of \_\_\_\_\_ per annum for each and every acre or

fractional part of an acre contained in the said allotment and such further fee (if any) fixed by any Order in Council made in that behalf under and by virtue of the provisions of section 17 of the Land Act 1891 the said yearly fee to be paid in advance by equal half-yearly payments on the first day of \_\_\_\_\_ and the first day of \_\_\_\_\_ in every year clear of all deductions the first of the said half-yearly payments having been made in advance the next of the said half-yearly payments to be made on the first day of \_\_\_\_\_ next and the last of the said half-yearly payments to be made on the first day of \_\_\_\_\_ next preceding the expiration of the term of this licence The licensee for himself his heirs executors and administrators hereby agrees with the Governor as follows:—

1. To pay the said licence-fee in moieties in advance at the times and in the manner hereinbefore appointed for payment thereof clear of all deductions.
2. To pay all existing and future rates assessments and taxes for the time being payable by landlord or tenant in respect of the premises.
3. That he will not during the currency of this licence assign the licence nor transfer his right title and interest therein or in the allotment hereinbefore described and herein comprised or any part thereof nor sub-let the said allotment or any part thereof.
4. To at once and to the satisfaction of the Board of Land and Works commence and continue to destroy and within two years after the issue of this licence to have destroyed to the satisfaction of the said Board the animals and birds by the said Acts included in the term "vermin" or which the Governor with the advice of the Executive Council may by proclamation in the Government Gazette declare to be vermin for the purposes of the said Acts upon such land and to keep the same free from such animals and birds to the satisfaction of the said Board during the currency of this licence.
5. That he will enclose within six years from the issue of this licence if not sooner called upon under the provisions of the Fences Act 1890 the land herein comprised with a fence of such kind as shall come within the meaning assigned to the word "fence" by the Land Acts and keep the same in repair during the continuance of this licence.
6. That he will make and erect substantial and permanent improvements in respect of each acre or fractional part of an acre of the allotment to the value of \_\_\_\_\_ in each year of the \_\_\_\_\_ years of this licence.
7. That he will at all times during the continuance of this licence *bona fide* comply with all and will not violate any of the provisions of the said Acts.
8. That the Governor with the advice of the Executive Council or the Board of Land and Works for and on behalf of Her Majesty her heirs and successors may at any time during the currency of this licence resume possession of all or any part or parts of the lands comprised in the said allotment which may be required for reserves for public purposes or for the purpose of water supply irrigation works races dams and ditches or for railways roads canals or for tramways or other internal communication or for mining purposes provided that any moneys which may have been paid by the licensee to the Crown in respect of the land so resumed or expended by him thereupon shall be repaid to him together with such other moneys as compensation for such resumption as to the Governor with the advice of the Executive Council seems fit. The preceding provision shall be construed as independent of and concurrent with the powers conferred by the 63th section of the Land Act 1890 and of the powers conferred by the provision last but one of this licence.
9. In case possession of any part or parts of the said lands be resumed as aforesaid or as hereinafter mentioned the agreements and conditions herein contained with reference to the whole shall continue in force and apply to such part as shall be left in the possession of the licensee.

10. That if and whenever any part of the said fees for this licence be in arrear whether the same have been demanded or not or if and whenever there shall be a breach of any of the agreements positive or negative by the licensee herein contained or if this licence be assigned whether by operation of law or otherwise save as in the said Acts is otherwise expressly provided or if the said allotment or any part thereof is sublet or in case substantial and permanent improvements, certified in writing under the seal of the Board of Land and Works or under the hands of arbitrators as provided by the said Act to be of the value of                    shillings in respect of each acre or fractional part of an acre of the allotment have not been made on the said allotment by the licensee in each year of the                    years of this licence or if it at any time be shown to the satisfaction of the Governor with the advice aforesaid (and that it has been so shown the production of a copy of the *Government Gazette* containing a notice purporting to be signed by the responsible Minister of the Crown for the time being administering the Land Acts so declaring or notifying or declaring or notifying that this licence has become forfeited and void shall be conclusive evidence) that the licensee became such licensee or that he held or continued to hold this licence in violation of or non-compliance with any of the provisions of the Land Acts or that the licensee has committed a breach of or not fulfilled any of the conditions of this licence then and in any of such cases this licence shall be void and of no effect.

11. That ancillary and without prejudice to the provisions of the 45th and 125th sections of the *Land Act 1890* it is hereby agreed that immediately upon this licence so becoming void and of no effect it shall be lawful for any bailiff of Crown lands or for any other agents or officers authorized in that behalf without any demand whatsoever to enter upon the said allotment and the licensee and all persons claiming from under or through him for ever to expel and remove therefrom without any legal process whatsoever and as effectually as any sheriff might do in case Her Majesty had obtained judgment in ejectment or in an action for the recovery of land and a writ of *habere facias possessionem* or writ of possession or other process had issued on such judgment directed to such sheriff in due form of law and that in case of such entry and any action being brought or other proceedings taken for or on account of the same by any person whatsoever the defendants or defendant to such action may plead leave and licence thereto and these presents shall be conclusive evidence of the leave and licence of the licensee and all persons claiming from under or through him to any bailiff of Crown lands and all persons acting in the matters complained of in such action or other proceeding.

12. That the lands hereby licensed shall during the currency of this licence be deemed lands of the Crown within the meaning of section 17 of the *Land Act 1891* and that upon the making of any Order in Council under the provisions of the said section the enhanced licence-fee therefor fixed by such Order in Council shall be payable in respect of such lands as though such licence-fee had been so fixed prior to the making of this licence.

13. That if the licensee fence and make the improvements of the nature and value hereinbefore mentioned on the said allotment during the said respective periods                    and prove to the satisfaction of the Board of Land and Works (to be certified under its seal) by such evidence as the said Board may require that he has complied with the said conditions and with all other conditions hereof he shall be entitled at any time after the period of the currency of this licence or during the term of the lease hereinafter mentioned to demand and obtain from the Governor in Council a Crown grant upon payment of                    or such other sum (if any) not being less than one-eighth part greater nor more than double the sum of                    as may be fixed by any Order in Council made in that behalf under and by virtue of the provisions of section 17 of the *Land Act 1891* for each acre or fractional part of an acre or otherwise he may obtain a lease of the said allotment and such lease shall be for a term of                    years at a rent of                    or of such other sum (if any) not being less than one-eighth part greater nor more than double the sum of                    as may be fixed by any Order in Council as aforesaid per annum for each acre or fractional part of an acre so demised payable in equal parts half-yearly in advance and containing the usual covenants for the payment of rent and a condition for re-entry on non-payment thereof and such other covenants conditions exceptions and reservations as the Governor in Council may direct.

14. That upon payment of the last sum due on account of the rent under any such lease or at any time during the term upon payment of the difference between the amount of rent actually paid and the entire sum of                    or such other sum (if any) not being less than one-eighth part greater nor more than double the sum of                    as may be fixed by any Order in Council as aforesaid for each acre or fractional part of an acre the lessee or his representatives shall be entitled to a grant in fee of the lands leased and every such grant shall be subject to such covenants conditions exceptions and reservations as the Governor in Council may direct.

15. In the case of the insolvency or death of the licensee during the currency of this licence it shall be lawful for the assignee or trustee in insolvency or for the executors or administrators of such licence to assign within the time limited in that behalf by the said Acts such licence to any person who is qualified for becoming a licensee under the Land Acts and such person shall thereupon be with respect to such licence in the same position as though he had been the original licensee.

16. Except as herein otherwise expressly provided, the word "licensee" shall include his executors and administrators and any person or persons in whom this licence may under the provisions of the said Acts become vested.

17. In the event of the whole or any portion of the land hereby licensed being at any time or times required by the Victorian Railways Commissioners or by any other person or persons or corporation for the time being by any law in force in Victoria authorized to make construct manage or maintain any state railway or railways for the construction maintenance or management of any railway or railways or railway stations or for obtaining earth stone timber gravel or sand or any other materials or things or for railway water supply purposes or other works matters or conveniences in connection with any railway or railway works already or hereafter authorized to be constructed maintained or managed or by the Governor for the construction of water supply works irrigation works reservoirs dams races water-courses or drains or for public roads or highways to be hereafter set out by the authority of the Governor he the said licensee his executors and administrators will within one month upon receiving notice in writing from the Railways Commissioners or other person or persons or corporation aforesaid or from a responsible Minister of the Crown authorized by Order in Council that the land is so required relinquish possession of the land so required and all claim thereto provided that such licensee his executors or administrators shall for a period of one month after the receipt by him or them of such notice be entitled to remove all buildings erections or fences upon the land so required but such right shall be forfeited if the same be not exercised and such buildings erections or fences removed within the time hereinbefore limited and that neither he nor they will make any claim for compensation whatsoever for the said buildings erections or fences or for any improvements or for any moneys expended upon the said lands or for the cost which he or they may incur in such removal nor will he or they have or make any claim for compensation for any

loss of frontage to or access from any road or roads in consequence of the construction of any such railway railway station or other works matters or conveniences. And the said Railways Commissioners or other person or persons or corporation aforesaid shall not be liable to construct any crossings or other accommodation works under or upon any railway that may be made through or adjacent to such land or any part thereof nor will the licensee his executors or administrators have or make any claim for compensation for any right or interest which he or they may possess in such land beyond a proportionate reduction in the licence-fee which shall in all cases be fixed by an officer appointed by the Governor nor in respect of the severance from the other lands occupied by him or them under this licence. And it is expressly agreed between the parties hereto that this agreement is to be construed as a release by the said licensee his executors and administrators to Her Majesty her heirs and successors from all or any payment to him or them and from all claims thereto which might otherwise have been made in respect of resumption of any portion of the land hereby licensed for any railway or railway station or railway water supply purposes or other works matters or conveniences or for the purposes of the construction of water supply works irrigation works reservoirs dams races water-courses or drains or for public roads or highways under the before contained conditions for resumption by or on behalf of Her Majesty her heirs and successors.

That the term "Governor" in these presents shall mean the Governor or Lieutenant-Governor or other person administering the Government of Victoria for the time being by and with the advice and consent of the Executive Council thereof unless such meaning shall be inconsistent with the context.

In witness whereof His Excellency Governor and Commander-in-Chief in and over the Colony of Victoria and its Dependencies hath on behalf of Her Majesty the Queen caused this Indenture to be sealed with the seal of the said colony and the licensee hath hereunto set his hand and seal.

Signed sealed and delivered by the } (L.S.)  
above-named }  
in the presence of— }

SCHEDULE I.—(CHAP. V., PART 2.)

LEASE OF AN AGRICULTURAL ALLOTMENT.

Entered in the Register Book, vol. fol.  
Assistant Registrar of Titles.

THIS Indenture made between His Excellency Governor and Commander-in-Chief in and over the Colony of Victoria and its Dependencies in the name and on behalf of Her Most Gracious Majesty Queen Victoria of the one part and (hereinafter called the "lessee") of the other part: Witnesseth that in consideration of the rent hereby reserved and the covenants and conditions herein contained and on the part of the lessee his executors administrators and assigns to be observed and performed Her Majesty doth by these presents grant and demise unto the lessee all that piece of land in the colony of Victoria containing and shown with the measurements and abutments thereof in the map or diagram drawn in the margin of these presents and in such map or diagram coloured to hold the said piece of land unto the lessee his executors administrators and assigns from the day of in the year of our Lord One thousand for the term of years yielding and paying for the same unto Her Majesty the Queen Her heirs and successors during the said term the rent of per annum for every acre and fractional part of an acre of the said land such rent to be always paid by equal half-yearly payments in advance on the first day of January and the first day of July in each year and the next payment thereof to be made on the day of next Reserving and excepting unto Her Majesty her heirs and successors the right of resumption for the public purposes and in accordance with the provisions and conditions hereinafter expressed and contained such parts of the said land as shall from time to time be required by the Governor in Council for the formation and construction of public roads highways or bridges and also such parts of the said land as shall from time to time be required by the Board of Land and Works or the Victorian Railways Commissioner for the construction of railways railway stations or railway works already or hereafter authorized to be constructed and also such parts of the said land as shall from time to time be required for the execution construction completion or extension of any waterworks or irrigation works now made or in the course of construction or hereafter to be made under the authority of any present or future laws such parts of the said land when the same may be required for any of the said purposes to be set out by description in a proclamation in the *Government Gazette* and also described in a notice in writing to the lessee his executors administrators or transferees by the Governor acting by and with the advice and consent of the Executive Council such notice to the lessee his executors administrators and transferees to be sent through the post office addressed to the occupier of the land Excepting also unto Her Majesty her heirs and successors all gold and silver and auriferous and argentiferous earth or stone and all copper tin antimony coal and all other metals and mineral ores whatsoever and all mines seams veins lodes and deposits containing gold silver copper tin antimony coal and all other metals and minerals and mineral ores in upon and under the demised land together with liberty to Her Majesty her heirs and successors and her 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 for gold silver copper tin antimony coal and all other metals and minerals and mineral ores and to extract and remove therefrom any gold silver and any auriferous and argentiferous earth or stone copper tin antimony coal and all other metals and minerals and mineral ores and for the purpose aforesaid to sink shafts erect machinery carry on any works and do any other things which may be necessary or usual in mining Provided that the said land is and shall be subject to the right of any person being the holder of a miner's right or of a licence to search for metals and minerals or of a mining or mineral lease to enter thereon and to mine for gold silver copper tin antimony coal and all other metals and minerals and mineral ores 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 had at the time of the passing of the *Land Act 1890* the right to mine for gold and silver in and upon Crown lands provided that compensation shall be paid to the lessee his executors administrators assigns and transferees by such person for surface damage to be done to such lands by reason of mining thereon such compensation to be determined as provided by law and the payment thereof to be a condition precedent to such right of entry And provided also that the said land may be resumed under section 65 of the said Act And the lessee for himself his heirs executors administrators and assigns doth hereby covenant with her said Majesty her heirs and successors

that he the lessee his executors administrators or assigns will observe perform and be bound by the several covenants conditions provisos agreements acts matters and things hereinafter contained (that is to say) :—

1. That he or they will during the said term pay unto Her Majesty her heirs and successors the rent hereby reserved by equal half-yearly payments in advance on the days hereinbefore appointed for the payment thereof.

2. That he or they will not at any time during the continuance of the term hereby granted without a licence from the Governor search in the land hereby demised for or take therefrom any metal or mineral or mineral ore.

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

3. That he or they will observe perform fulfil and be bound by the stipulations conditions covenants and provisos contained in the schedule hereto.

4. That these presents are upon this express condition that if at any time and as often as during the said term any part or parts of the said land are required by the Governor in Council for the formation and construction

of roads or bridges proposed by the Public Works Department or other public body or officer authorized in that behalf or are required by the Board of Land and Works for the construction of railways railway stations or railway works already or hereafter authorized to be constructed or are required by the Governor in Council or by any corporation person or persons acting in behalf of the Government of Victoria or by any public water trust or irrigation trust or body constituted under the present or future laws for the purpose of the making execution construction completion or extension of any such railway waterworks or irrigation works which they it or he may already or hereafter be authorized to make carry on execute construct complete or extend it shall be lawful for the Governor in Council by proclamation in the *Government Gazette* and by notice in writing to the lessee his executors administrators or transferees or to the occupier of the said land sent through the post office and addressed to the occupier of the said land to set out the part or parts of the said land which shall be so required for any of the said purposes and so soon as the same shall be so set out all interest at law or in equity of the lessee his executors administrators transferees and assigns in such part or parts shall cease but the lessee his executors administrators transferees and assigns shall be entitled to a reduction *pro rata* of all future rent herein reserved in respect of the land so required and set out and also to compensation for the land so required and set out at the rate of for every acre of such land but no compensation shall be claimed or paid for any damage by reason of the severing of the lands so required taken set out or appropriated from any other lands but he or they shall be entitled to compensation for any actual improvements made by him or them on the said land such compensation to be ascertained by an officer to be appointed by the Governor in Council in that behalf.

5. These presents are upon the condition that in case the rent hereby reserved or any part thereof be not paid in accordance with the covenant for payment hereinbefore contained although no demand for payment has been made or in case the lessee his executors administrators or assigns shall not faithfully observe and perform all and every the covenants and conditions herein contained and on his or their part to be observed and performed it shall be lawful for Her Majesty to enter forthwith or at any time thereafter upon the land hereby demised and the same to repossess and enjoy and thenceforth the said term hereby granted shall absolutely cease and determine. And it is hereby agreed and declared that in such case it shall be lawful for Her Majesty and for any bailiff of Crown lands or for any other agents or officers authorized in that behalf without any demand whatsoever to enter upon the land hereby demised and the lessee his executors or administrators and all persons claiming from under or through him or them for ever to expel and remove therefrom without any legal process whatsoever and as effectually as any sheriff might do in case Her Majesty had obtained judgment in ejectment for recovery of possession of the said land and a writ of *habere facias possessionem* or other process had issued on such judgment directed to such sheriff in due form of law. And that in case of such entry and any action being brought or other proceedings taken for or on account of the same by any person whomsoever the defendants or defendant to such action may plead leave or licence in bar thereof and these presents shall be conclusive evidence of the leave and licence of the lessee his executors administrators and all persons claiming from under or through him or them to Her Majesty and any bailiff of Crown lands and all persons acting in the matters complained of for the entry or trespass or other matters complained of in such action or other proceedings.

6. The term "Governor" in these presents shall mean the Governor or Lieutenant Governor or other person administering the Government of Victoria for the time being unless such meaning be inconsistent with the context.

In witness whereof His Excellency the Governor and Commander-in-Chief in and over the Colony of Victoria and its Dependencies at Melbourne hath on behalf of Her Majesty the Queen caused this demise to be sealed with the seal of the said colony and the said lessee hath set hereto his hand and seal.

Signed sealed and delivered by the }  
above-named } (L.S.)  
in the presence of—

SCHEDULE WITHIN REFERRED TO.—SPECIAL CONDITION.

SCHEDULE J.—(CLAP. V., PART 2.)

LEASE OF AN AGRICULTURAL OR A GRAZING ALLOTMENT UNDER THE LAND ACT 1898.

Entered in the Register Book, vol. fol. Assistant Registrar of Titles.

THIS Indenture made between His Excellency the Governor and Commander-in-Chief in and over the Colony of Victoria and its Dependencies in the name and on behalf of Her Most Gracious Majesty Queen Victoria of the one part and (hereinafter called the "lessee") of the other part: Witnesseth that in consideration of the rent hereby reserved and the covenants and conditions herein contained and on the part of the lessee his executors administrators and assigns to be observed and performed Her Majesty doth by these presents grant and



July 11, 1899.

demise unto the lessee the surface and down to a depth of                    feet below the surface of all that piece of land in the colony of Victoria containing                    and shown with the measurements and abutments thereof in the map or diagram drawn in the margin of these presents and in such map or diagram coloured                    to hold the said piece of land unto the lessee his executors administrators and assigns from the                    day of                    in the year of our Lord One thousand                    for the term of                    years yielding and paying for the same unto Her Majesty the Queen her heirs and successors during the said term the rent of                    per annum for every acre and fractional part of an acre of the said land together with such further rent (if any) fixed by any Order in Council made in that behalf under and by virtue of the provisions of section 17 of the *Land Act 1891* such rent to be always paid by equal half-yearly payments in advance on the first day of January and the first day of July in each year and the next payment thereof to be made on the                    day of                    next Reserving and excepting unto Her Majesty her heirs and successors the right of resumption for the public purposes and in accordance with the provisions and conditions hereinafter expressed and contained such parts of the said land as shall from time to time be required by the Governor in Council for the formation and construction of public roads highways or bridges and also such parts of the said land as shall from time to time be required by the Board of Land and Works or the Victorian Railways Commissioner for the construction of railways railway stations or railway works already or hereafter authorized to be constructed and also such parts of the said land as shall from time to time be required for the execution construction completion, or extension of any waterworks or irrigation works now made or in the course of construction or hereafter to be made under the authority of any present or future laws such parts of the said land when the same may be required for any of the said purposes to be set out by description in a proclamation in the *Government Gazette* and also described in a notice in writing to the lessee his executors administrators or transferees by the Governor acting by and with the advice and consent of the Executive Council such notice to the lessee his executors administrators and transferees to be sent through the post office addressed to the occupier of the land Excepting also unto Her Majesty her heirs and successors all gold and silver and auriferous and argentiferous earth or stone and all copper tin antimony coal and all other metals and mineral ores whatsoever and all mines seams veins lodes and deposits containing gold silver copper tin antimony coal and all other metals and minerals and mineral ores in upon and under the demised land together with liberty to Her Majesty her heirs and successors and her 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 for gold silver copper tin antimony coal and all other metals and minerals and mineral ores and to extract and remove therefrom any gold silver and any auriferous and argentiferous earth or stone copper tin antimony coal and all other metals and minerals and mineral ores and for the purpose aforesaid to sink shafts erect machinery carry on any works and do any other things which may be necessary or usual in mining Provided that the said land is and shall be subject to the right of any person being the holder of a miner's right or of a licence to search for metals and minerals or of a mining or mineral lease to enter thereon and to mine for gold silver copper tin antimony coal and all other metals and mineral ores 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 had at the time of the passing of the *Land Act 1890* the right to mine for gold and silver in and upon Crown lands provided that compensation shall be paid to the lessee his executors administrators assigns and transferees by such person for surface damage to be done to such lands by reason of mining thereon such compensation to be determined as provided by law and the payment thereof to be a condition precedent to such right of entry And provided also that the said land may be resumed under section 68 of the said Act And the lessee for himself his heirs executors administrators and assigns doth hereby covenant with her said Majesty her heirs and successors that he the lessee his executors administrators or assigns will observe perform and be bound by the several covenants conditions provisos agreements acts matters and things hereinafter contained (that is to say):—

1. That he or they will during the said term pay unto Her Majesty her heirs and successors the rent hereby reserved by equal half-yearly payments in advance on the days hereinbefore appointed for the payment thereof.

2. That he or they will not at any time during the continuance of the term hereby granted without a licence from the Governor search in the land hereby demised for or take therefrom any metal or mineral or mineral ore.

3. That he or they will observe perform fulfil and be bound by the stipulations conditions covenants and provisos contained in the schedule hereto.

4. That these presents are upon this express condition that if at any time and as often as during the said term any part or parts of the said land are required by the Governor in Council for the formation and construction

of roads or bridges proposed by the Public Works Department or other public body or officer authorized in that behalf or are required by the Board of Land and Works for the construction of railways railway stations or railway works already or hereafter authorized to be constructed or are required by the Governor in Council or by any corporation person or persons acting in behalf of the Government of Victoria or by any public water trust or irrigation trust or body constituted under the present or future laws for the purpose of the making execution construction completion or extension of any such railway waterworks or irrigation works which they it or he may already or hereafter be authorized to make carry on execute construct complete or extend it shall be lawful for the Governor in Council by proclamation in the *Government Gazette* and by notice in writing to the lessee his executors administrators or transferees or to the occupier of the said land sent through the post office and

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

addressed to the occupier of the said land to set out the part or parts of the said land which shall be so required for any of the said purposes and so soon as the same shall be so set out all interest at law or in equity of the lessee his executors administrators transferees and assigns in such part or parts shall cease but the lessee his executors administrators transferees and assigns shall be entitled to a reduction *pro rata* of all future rent herein reserved in respect of the land so required and set out and also to compensation for the land so required and set out at the rate of \_\_\_\_\_ for every acre of such land but no compensation shall be claimed or paid for any damage by reason of the severing of the lands so required taken set out or appropriated from any other lands but he or they shall be entitled to compensation for any actual improvements made by him of them on the said land such compensation to be ascertained by an officer to be appointed by the Governor in Council in that behalf.

5. These presents are upon the condition that in case the rent hereby reserved or any part thereof be not paid in accordance with the covenant for payment hereinbefore contained although no demand for payment has been made or in case the lessee his executors administrators or assigns shall not faithfully observe and perform all and every the covenants and conditions herein contained and on his or their part to be observed and performed it shall be lawful for Her Majesty to enter forthwith or at any time thereafter upon the land hereby demised and the same to repossess and enjoy and thenceforth the said term hereby granted shall absolutely cease and determine. And it is hereby agreed and declared that in such case it shall be lawful for Her Majesty and for any bailiff of Crown lands or for any other agents or officers authorized in that behalf without any demand whatsoever to enter upon the land hereby demised and the lessee his executors or administrators and all persons claiming from under or through him or them for ever to expel and remove therefrom without any legal process whatsoever and as effectually as any sheriff might do in case Her Majesty had obtained judgment in ejectment for recovery of possession of the said land and a writ of *habere facias possessionem* or other process had issued on such judgment directed to such sheriff in due form of law. And that in case of such entry and any action being brought or other proceedings taken for or on account of the same by any person whomsoever the defendants or defendant to such action may plead leave or licence in bar thereof and these presents shall be conclusive evidence of the leave and licence of the lessee his executors administrators and all persons claiming from under or through him or them to Her Majesty and any bailiff of Crown lands and all persons acting in the matters complained of for the entry or trespass or other matters complained of in such action or other proceedings.

6. That the lands hereby demised shall during the currency of this lease be deemed lands of the Crown within the meaning of section 17 of the *Land Act 1891* and that upon the making of any order in council under the provisions of the said section the enhanced rent therefor fixed by such order in council shall be payable in respect of such lands as though such rent had been so fixed prior to the making of this lease.

7. The term "Governor" in these presents shall mean the Governor or Lieutenant-Governor or other person administering the Government of Victoria for the time being unless such meaning be inconsistent with the context.

In witness whereof His Excellency \_\_\_\_\_ Governor and Commander-in-Chief in and over the Colony of Victoria and its Dependencies at Melbourne hath on behalf of Her Majesty the Queen caused this demise to be sealed with the seal of the said colony and the said lessee hath set hereto his hand and seal.  
Signed sealed and delivered by the }  
above-named } (L.S.)  
in the presence of— }

SCHEDULE WITHIN REFERRED TO.—SPECIAL CONDITION.

SCHEDULE K.—(CHAP. V., PART 2.)

PERPETUAL LEASE OF AGRICULTURAL OR GRAZING ALLOTMENT.

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

THIS INDENTURE made the first day of \_\_\_\_\_ in the year of our Lord  
One thousand eight hundred and \_\_\_\_\_ between His Excellency

Governor and Commander-in-Chief in and over the Colony of Victoria and its Dependencies with the advice of the Executive Council thereof in the name and on behalf of Her Most Gracious Majesty Queen Victoria of the first part the Board of Land and Works (hereinafter referred to as the "Board") of the second part and \_\_\_\_\_ of

Victoria (hereinafter called the "lessee") of the third part Witnesseth that in consideration of the rent hereby reserved and the covenants conditions and provisos herein contained and on the part of the lessee his executors administrators and assigns to be observed and performed Her Majesty doth by these presents grant and demise unto the lessee the surface and down to a depth of \_\_\_\_\_ feet below the surface of all that piece of land in the colony of Victoria containing \_\_\_\_\_ and shown with the measurements and abutments thereof in the map or diagram drawn in the margin of these presents and in such map or diagram coloured \_\_\_\_\_ to have and to hold the said piece of land unto the lessee his executors administrators and assigns from the \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord One thousand \_\_\_\_\_ and thenceforward in perpetuity for so long as the lessee his executors administrators or assigns shall continue to pay the rent hereby reserved as the same becomes due and shall observe and perform the covenants conditions and provisos herein contained and on the part of the lessee his executors administrators and assigns to be observed and performed

Excepting and reserving nevertheless unto Her Majesty her heirs and successors the right of resumption for public purposes and in accordance with the provisions and conditions hereinafter expressed and contained such parts of the said land as may from time to time be required by the Governor in Council for water supply purposes irrigation purposes reservoirs dams races water-courses or drains or for public roads or highways or for mining purposes or for any public purpose whatsoever or by the Board or the Victorian Railways Commissioner for railway purposes such parts of the said land when the same is required for any of the purposes aforesaid to be set out by description in a proclamation in the *Government Gazette* and also described in a notice in writing to the lessee his executors administrators or transferees by the Governor for the time being acting with the advice of the Executive Council such notice to be further excepting and reserving unto Her Majesty her heirs and successors all gold and silver and auriferous and argentiferous earth and stone and all copper tin antimony coal and all other metals and minerals and mineral ores whatsoever and all mines seams veins lodges and deposits containing gold silver copper tin antimony coal and other metals and minerals and mineral ores in upon and under the said demised premises together with liberty for Her Majesty her heirs and successors and her or their agents servants lessees licensees and assigns at any time or times during the continuance of this demise to enter upon the said land and to search and mine therein or thereon for gold silver copper tin antimony coal and other metals and minerals and mineral ores and to remove therefrom any gold silver auriferous and argentiferous earth and stone copper tin antimony coal and other metals and minerals and mineral ores and for the purposes aforesaid to sink shafts make drives and do any other things which may be necessary or usual in mining. Provided that the said land

NOTE.—The lengths of the boundaries are approximately given in this plan in links.

is and shall be subject to the right of any person being the holder of a miner's right or of a licence to search for metals or minerals or of a mining or mineral lease to enter thereon and to mine and to erect and occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those which persons so qualified had at the time of the passing of the *Land Act 1890* to mine in and upon Crown lands. Provided that compensation shall be paid to the lessee his executors administrators or assigns by any such person for surface damage to be done to such land by reason of mining thereon such compensation to be determined as provided by law and the payment thereof to be a condition precedent to such right of entry. Yielding and paying therefor in advance on the first day of

in every year clear of all deductions the rent calculated at the rate of per annum until the twenty-ninth day of December One thousand nine hundred and nine and for the period of ten years from the twenty-ninth day of December One thousand nine hundred and nine and for every successive period of ten years thereafter calculated at such amount per annum as shall from time to time be fixed by the Board of Land and Works. And the lessee doth hereby for himself his heirs executors administrators and assigns covenant and agree with Her Majesty her heirs and successors and with the Board that he the lessee his executors administrators or assigns will observe and perform and be bound by the several covenants conditions provisos agreements acts matters and things hereinafter contained (that is to say):—

1. That he or they will pay the rent for the time being payable hereunder at the times and in manner hereinbefore appointed for payment thereof clear of all deductions.
2. That he or they will during the continuance of this demise pay all existing and future rates assessments and taxes for the time being payable either by landlord or tenant in respect of the said premises.
3. That he or they will within six months after the granting of this lease reside upon the land demised or within five miles thereof and that he or they will reside upon the land demised or within five miles thereof for at least six months during the first year of such term and for at least eight months during each of the second third fourth and fifth years of such term provided that if he or they shall cultivate at least one-fourth of the said allotment within the first two years of such term and at least one-half thereof before the end of the fourth year of such term this covenant as to residence shall not operate.
4. That these presents are upon this condition that neither he nor they will transfer assign mortgage sublet or part with the possession of the whole or any part of the land hereby demised within the first six years of this lease. Provided that in the case at any time of the insolvency or death of the lessee it shall be lawful for the assignee or trustee in insolvency or for the executors or administrators of the lessee at any time within twelve months from the date of such insolvency or death to assign these presents to any person who is qualified for becoming a lessee under Division 4 of Part I. of the *Land Act 1898* and such person shall be with respect to this lease in the same position as though he had been the original lessee.
5. That he or they after the expiration of the six years in the last preceding clause mentioned will not transfer assign or mortgage the land hereby demised without the written consent of the Board first had and obtained it being a condition of these presents that if at any time after the expiration of the first six years hereof the Board is satisfied that all the covenants and conditions hereof have been complied with that the lessee may with the written consent of the Board transfer mortgage sublet or part with the possession of the whole or any part of the land hereby demised.
6. That he or they will forthwith after the granting of this lease commence and continue to destroy and will within two years after the issue of this lease have destroyed to the satisfaction of the Board the animals and birds by the *Land Act 1890* included in the term "vermin" or which the Governor in Council may by proclamation in the *Government Gazette* declare to be vermin for the purposes of the said Act upon the land hereby demised and will keep the same free of such animals and birds and of Bathurst burr wild briar and gorse to the satisfaction of the Board.
7. That he or they will within six years from the issue of this lease if not sooner called upon under the provisions of the *Fences Act 1890* enclose the land described herein with a fence and keep the same in repair. Provided nevertheless that where any lessee proves to the satisfaction of the Board that owing to the physical nature of the land demised the enclosing thereof with a fence would be impracticable or where in the opinion of the Board the fencing of the whole or any part of the land hereby demised is not required the Board may in writing accept as a compliance with this covenant the expenditure by the lessee on such land for substantial and permanent improvements previously approved by the Board of an amount equivalent in the Board's opinion to the cost of fencing.
8. That these presents are upon this condition that the lessee shall on the land hereby demised make substantial and permanent improvements certified in writing under the seal of the Board to the value of



## SCHEDULE.

Allotment , section , About , parish of , acres. , county of

## Conditions.

1. This licence only gives to the licensee the right to use the surface of the land and down to a depth of \_\_\_\_\_ feet below the surface, and only for the purposes for which the licence has been granted, and for no other purpose whatsoever.
2. The licensee will not be permitted to assign or sublet the land or any part thereof, or to part with the possession thereof, or of his interest therein, without the consent of the Minister of the Crown for the time being administering the Land Acts (hereinafter called the Minister) first had and obtained.
3. The licensee is required to reside on the land during the continuance of this licence, or within a period of four months from the date hereof to enclose the same with a good and substantial fence, and cultivate at least one-fifth portion thereof.
4. Nothing contained in this licence shall prevent the person or persons seized of the right, title, and interest in any claim or claims which were taken up under miners' rights prior to the date of this licence from entering upon any portion of the land the subject of this licence and holding and occupying the same for mining purposes, without paying any compensation whatsoever; and all such claimholders and their workmen, with or without carts or vehicles, shall at all times have free ingress, egress, and regress to, out of, and upon the said land to and from such claim or claims.
5. It shall be lawful for the Governor or Administrator of the Government of Victoria, with the advice of the Executive Council, from time to time and at all times during the continuance of this licence, to resume any portion of the land hereby licensed, to be set out by the said Governor or Administrator, with the advice aforesaid, if the same be required for any of the purposes for which land may be reserved under the 10th section of the *Land Act 1890* or for mining purposes, on paying to the licensee such compensation as the Minister may think fit in respect of such land so resumed, but the licensee shall not be entitled to receive or be paid any compensation for severance.
6. The licence may be forfeited if the licensee commit a breach of, or neglect to comply with, any of these conditions.
7. The publication of a notice in the *Government Gazette* purporting to declare that the Governor or Administrator, with the advice aforesaid, has forfeited this licence shall be conclusive evidence that the licence is forfeited.
8. *Notwithstanding anything contained in the fourth and fifth conditions of this licence, any holder of a miner's right or of a licence to search for metals or minerals or of a gold mining or mineral lease shall have the right and shall be allowed to enter upon the land and search for gold, silver, copper, tin, antimony, coal, and other metals and minerals and mineral ores, and to mine thereon, and to erect and occupy mining plant and machinery within the area without making compensation to the licensee for surface or other damage: Provided always that such portions of the land as shall be occupied by buildings shall be secure from such intrusion, unless with the consent of the licensee.*
9. If the land comprised in this licence is fenced, wholly or partly, the licensee shall post, and keep posted at conspicuous places, notices to the effect that the land is licensed under section 65 of the *Land Act 1890*, and may be entered upon at any time for mining purposes, and shall also paint in red colour the corner posts and gate posts in connexion with such fencing from one (1) foot from the ground to the top of the posts as a further indication that the land is available to the miner.

## SCHEDULE M.—(CHAP. VI., PART 2.)

## AURIFEROUS LANDS.—SPECIAL CONDITION.—SECTION 42 OR 49, LAND ACT 1890.

Neither the applicant nor any one claiming through or under him shall be entitled to any compensation in respect of damage to be done to such land or any improvements thereon by mining therein or thereon within the meaning of the Mines Acts, or by the cutting or removing of any live or dead timber thereon or therefrom for mining purposes within the meaning of the said Acts, or for any purpose authorized by the said Acts.

## SCHEDULE N.—(CHAP. VI., PART 2.)

Section 22 of the *Land Act 1891*.

## LICENCE TO OCCUPY FOR RESIDENCE, BUSINESS, OR CULTIVATION PURPOSES WORKED-OUT AURIFEROUS LANDS.

KNOW ALL MEN that I, the Governor of Victoria, in pursuance of the provisions of the *Land Act 1891*, and in consideration of the annual licence-fee of \_\_\_\_\_ pounds \_\_\_\_\_ shillings to be paid yearly in advance on the first day of \_\_\_\_\_ in each year during the continuance of this licence (the sum of £ \_\_\_\_\_ s. \_\_\_\_\_ d., the first of such payments, having been made by \_\_\_\_\_ to the Receiver and Paymaster at \_\_\_\_\_ or other officer authorized to receive the same) and subject to the terms and conditions specified on the back hereof, do hereby give to the said \_\_\_\_\_ full licence and authority to reside on \_\_\_\_\_ carry on business on or cultivate all that piece or parcel of worked-out auriferous Crown land more particularly described in the schedule hereto, which land is within the areas described in the Second Schedule to the *Land Act 1890*, and is not comprised within any city or town, and has been declared to be worked-out auriferous land by Order in Council published in the *Government Gazette*, for \_\_\_\_\_ years from the date hereof, unless the same be forfeited in accordance with the said conditions.

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

## SCHEDULE.

Allotment of , section , About , parish of , acres. , county of

*Conditions.*

1. This licence is conditional on the licensee paying his rent in the manner and at the time provided by the licence.
2. This licence only gives to the licensee the right to use the land for the purposes for which the licence has been granted, and for no other purpose whatsoever.
3. The land the subject of this licence extends to a depth of 50 feet from the surface, and no further.
4. The licensee may, with the consent of the Minister of the Crown for the time being administering the *Land Act* 1891, hereinafter called the Minister, first had and obtained, assign or give a lien over the land or any part thereof, but not more than one licence shall be held by one and the same person, whether obtained by assignment, operation of law, or otherwise.
5. The licensee is required within a period of four months from the date hereof to enclose the land with a good and substantial fence and to reside on or to erect a place of business and occupy same on the land during the continuance of this licence, or to keep in cultivation at least one-fifth portion thereof during the first year, and a further one-fifth portion during the second, third, fourth, and fifth years respectively.
6. Nothing contained in this licence shall prevent the person or persons seised of the right, title, and interest in any claim or claims which were taken up under miners' rights prior to the date of this licence from entering upon any portion of the land the subject of this licence and holding and occupying the same for mining purposes without paying any compensation whatsoever; and all such claimholders and their workmen, with or without carts or vehicles, shall at all times have free ingress, egress, and regress to, out of, and upon the said land to and from such claim or claims.
7. It shall be lawful for the Governor or Administrator of the Government of Victoria, with the advice of the Executive Council, from time to time and at all times during the continuance of this licence, to resume any portion of the land hereby licensed, to be set out by the Governor or Administrator, with the advice aforesaid, if the same shall be required for any of the purposes for which land may be reserved under the 10th section of the *Land Act* 1891, or for mining purposes, on paying to the licensee such compensation as the Minister may think fit in respect of such land so resumed, but the licensee shall not be entitled to receive or be paid any compensation for severance.
8. The licence may be forfeited if the licensee commit a breach of or neglect to comply with any of these conditions.
9. The publication of a notice in the *Government Gazette* purporting to declare that the Governor or Administrator, with the advice aforesaid, has forfeited this licence, shall be conclusive evidence that the licence is forfeited.
10. Notwithstanding anything contained in the sixth and seventh conditions of this licence, any holder of a miner's right, or of a licence to search for metals and minerals, or of a gold mining or mineral lease shall have the right and shall be allowed to enter upon the land and search for gold, silver, copper, tin, antimony, coal, and other metals and minerals and mineral ores, and to mine thereon, and to erect and occupy mining plant and machinery within the area, without making compensation to the licensee for surface or other damage, unless the land so entered upon be improved by filling in holes, leveling, or planting of fruit trees or vines, in which case the person entering for mining purposes shall pay to the licensee such compensation for surface damage as may be mutually agreed upon. In the event of a disagreement the amount to be determined by arbitration under the provisions of the *Lands Compensation Act* 1890. Provided always that such portions of the land as shall be occupied by buildings shall be secure from such intrusion, unless with the consent of the licensee.
11. Notwithstanding anything contained in the sixth, seventh, and tenth conditions of this licence, this licence is on this further condition, that in the event of the Board of Land and Works, or any other body or person for the time being authorized by any Act of the Legislature of Victoria to construct, maintain, or manage any railway or works in connexion therewith out of moneys appropriated by Parliament for that purpose at any time or times, taking possession and appropriating or using or prejudicially affecting the whole or any part of the land hereby licensed for the purposes of the execution, construction, completion, or extension of any such railway or for any works and conveniences in connexion therewith under or by virtue of the *Lands Compensation Act* 1890, or of any other Act or Acts for the time being in force authorizing the taking, acquiring or using of any lands, tenements, or hereditaments for railway purposes, neither the licensee nor any person or persons claiming from under or through such licensee shall have any claim for or be paid any compensation whatever for or in respect of his, her, or their interest in any of the licensed land so taken, used, or prejudicially affected, or for any damage that may be sustained by him, her, or them by reason of the execution of the railway works or the severance of any land occupied by him, her, or them from any other land so occupied, or from any road, way, stream, water-course, or other convenience theretofore possessed or enjoyed by him, her, or them; nor shall he, she, or they have any claim to have constructed or maintained any gates, crossings, or other accommodation works under, over, or upon any railway that may be made through or adjacent to the land hereby licensed. Provided that with respect to any buildings, fences, fixtures, or other improvements upon any land in respect of which a notice to treat under the *Lands Compensation Act* 1890 or other Act as aforesaid has been given the licensee or his assigns at any time before such land has been set out, ascertained, and taken possession of and finally appropriated for the purposes of the railway works or undertakings by the Board or other body or person as aforesaid may remove all or any of such buildings, fixtures, fences, or other improvements.
12. If the licensee shall during the currency of this licence fence and reside on, occupy as a place of business, or cultivate the land as specified in the previous conditions during the said period of seven years, and shall prove to the satisfaction of the Board (to be certified under its seal), by such evidence as the Board may require, that he has complied with the said conditions and with all other conditions of this licence, he shall be entitled at any time within twelve months after seven years from the commencement of this licence to demand and obtain from the Governor a Crown grant upon payment of  
for each acre or fractional part of an acre of the said allotment, or of such other sum (if any) not being less than one-eighth part greater nor more than double the sum of \_\_\_\_\_ per acre or fractional part thereof as may be fixed by any Order in Council made in that behalf under and by virtue of the provisions of section 17 of the *Land Act* 1891; and every such grant shall be subject to such covenants, conditions, exceptions, and reservations as the Governor may direct.
13. This licence is on this further condition, that the land the subject of this licence shall during the currency hereof be deemed lands of the Crown within the meaning of section 17 of the *Land Act* 1891, and that upon the making of any Order in Council under the provisions in the said section contained the enhanced licence-fee fixed by such order in Council shall be payable in respect of the land hereby licensed, as though such licence-fee had been so fixed prior to the making of this licence.

## SCHEDULE O.—(CHAP. VI., PART 2.)

Rent per annum, £      s.      d.      No.  
 GRAZING LICENCE UNDER 67TH SECTION LAND ACT 1890.

KNOW ALL MEN that I, the Governor of Victoria, in pursuance of the *Land Act* 1890, and in consideration of the annual rent of \_\_\_\_\_, fixed in accordance with the *Land Act* 1890, duly paid by the person hereinafter mentioned, do hereby give to \_\_\_\_\_ of \_\_\_\_\_ licence and liberty to occupy for grazing purposes the surface of the auriferous Crown land specified in the schedule hereto, and which land forms part of the land described in the Second Schedule to the said Act, and is not at the date hereof required for mining purposes.

This licence is to continue in force for one year from the date hereof, but may be renewed annually, at the option of the licensee, for a period expiring not later than the 29th day of December, 1905, from the expiration hereof, and is issued subject to the conditions on the back hereof.

Dated the \_\_\_\_\_ day of \_\_\_\_\_

## Schedule.

All these Crown lands \_\_\_\_\_ containing \_\_\_\_\_ acre or thereabouts

## Conditions.

- (1) Nothing in the foregoing licence shall be deemed in any manner to affect the right of any person to enter upon the land specified in the said licence for the purpose of searching for, digging, taking, and carrying away of gold, silver, and other minerals, or to dig, take, and carry away the same, and to erect and occupy mining plant and machinery thereon.
- (2) Any person duly licensed under section 99 of the *Land Act* 1890 to cut and take away any live or dead timber on Crown lands, and any person specially licensed in that behalf by the Governor in Council, may at all times enter upon the said land and therefrom cut and take away live or dead timber.
- (3) Such licence shall not be deemed to prevent the said land from being licensed under section 65 of the *Land Act* 1890, or of being proclaimed a common, or of being occupied by virtue of any miner's right or business licence.
- (4) The issue of this licence shall not prevent the land comprised therein, or any part or parts thereof, being dealt with under any of the provisions of the *Land Acts*, or being resumed by the Governor or Administrator of the Government of Victoria, with the advice of the Executive Council, for any of the purposes for which land may be reserved under the 10th section of the *Land Act* 1890, such land to be set out by the said Governor or Administrator with the advice aforesaid.
- (5) No licensee shall in case of any resumption be entitled to any compensation other than the return of such portion of the rent paid by him as the responsible Minister of the Crown for the time being administering the *Land Act* 1890 may think fit. This licence is also subject to the rights of the holders of miners' rights or of mining leases.
- (6) No land comprised in roads from time to time surveyed and marked out within the boundaries of the land comprised in this licence shall be deemed within its operation.
- (7) This licence shall entitle the holder thereof, during the period for which it is granted, to use the land therein comprised for grazing purposes only, but shall not confer any right to build thereon or to cultivate any portion thereof.
- (8) If the land comprised in this licence is fenced, wholly or partly, the licensee shall post and keep posted at conspicuous places, notices to the effect that the land is licensed under section 67 of the *Land Act* 1890 and may be entered upon at any time for mining purposes, and shall also paint in red colour the corner posts and gate posts in connexion with such fencing from one foot from the ground to the top of the posts as a further indication that the land is available to the miner.
- (9) If the licensee desires a renewal of this licence, notice to that effect shall be given to the said Minister within one calendar month prior to the expiration thereof or of any renewal thereof.
- (10) The interest in this licence, or any part thereof, shall not be transferred or parted with without the consent of the said Minister and the payment of a fee of £1.
- (11) This licence shall be used under and in accordance with the regulations made or to be made under the provisions of the said Acts.
- (12) The licence may be forfeited if the licensee commit a breach of or neglect to comply with any of these conditions.
- (13) The publication of a notice in the *Government Gazette* purporting to declare that the Governor or Administrator, with the advice aforesaid, has forfeited this licence shall be conclusive evidence that the licence is forfeited.
- (14) The ring-barking of the timber upon the land by the licensee is expressly forbidden, nor is he entitled to destroy or cut and take away any such timber; and should he be found destroying, felling, or removing live or dead timber without a licence authorizing him so to do he may be prosecuted according to law.

## SCHEDULE P.—(CHAP. VII., PART 2.)

LEASE UNDER SECTION 85 LAND ACT 1890.—SWAMP OR RECLAIMED LAND.

Entered in the Register Book Vol. \_\_\_\_\_ Fol. \_\_\_\_\_  
 Assistant Registrar of Titles.  
 THIS INDENTURE made the \_\_\_\_\_ day of \_\_\_\_\_ One  
 thousand eight hundred and ninety-\_\_\_\_\_ between His Excellency

Governor and Commander-in-Chief in and over the Colony of Victoria and its Dependencies in the name and on behalf of Her Most Gracious Majesty Queen Victoria of the one part and \_\_\_\_\_ in the said colony

of \_\_\_\_\_ (hereinafter called the "lessee") of the other part  
 Whereas the Governor with the advice of the Executive Council has thought fit to grant a lease of the land hereinafter described and demised (such land forming part of the swamp or reclaimed lands in the said colony drained and reclaimed under the provisions of the *Land Act* 1890) unto the said lessee who has been declared the highest bidder for and the purchaser

of the right to such lease for a period of twenty-one years from the day of the date hereof at the rent of \_\_\_\_\_ per annum payable quarterly in advance. And whereas the lessee has paid a quarter's rent in advance. Now this Indenture witnesseth that in consideration of the payment aforesaid and of the yearly rent covenants and agreements hereinafter reserved and contained on the part of the said lessee his executors administrators and permitted assigns to be paid and performed Her Majesty doth by these presents grant and demise unto the lessee his executors administrators and permitted assigns the surface and down to a depth of \_\_\_\_\_ feet below the surface of all that piece or parcel of

land being part of the land drained and reclaimed from the \_\_\_\_\_ Swamp and being allotment of section \_\_\_\_\_ parish of \_\_\_\_\_ county of \_\_\_\_\_

containing \_\_\_\_\_ more or less

and also delineated on the plan drawn on the margin of these presents with the appurtenances. Excepting and reserving to Her Majesty her heirs and successors all gold and silver and auriferous and argentiferous earth or stone and all copper tin antimony coal and all other metals and minerals whatsoever and all mines seams veins lodes and deposits containing gold silver copper tin antimony coal and other metals and minerals in upon and under the said demised premises together with liberty for Her Majesty her heirs and successors and her and their agents servants lessees licensees and assigns at any time or times during the said term to enter upon the said land and to search

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

and mine therein for gold silver copper tin antimony coal and other metals and minerals and to remove therefrom any gold silver auriferous and argentiferous earth or stone copper tin antimony coal and other metals and minerals and for the purposes aforesaid to sink shafts make drives erect machinery and do any other things which may be necessary or usual in mining. And also reserving and excepting unto Her Majesty her heirs and successors the right of resumption of such parts of the said land as shall from time to time be required by the Governor in Council for the formation of public roads highways or bridges and also such parts of the said land as shall from time to time be required for the construction of railways railway works or stations already or hereafter authorized to be constructed. To have and to hold the premises hereby demised with their appurtenances unto the said \_\_\_\_\_ his executors administrators

and assigns for the term of Twenty-one years from the day of the date of these presents. Yielding and paying therefor during the said term the yearly rent of \_\_\_\_\_ by four equal quarterly payments in advance of \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_

and the \_\_\_\_\_ day of \_\_\_\_\_ in each year clear of all deductions the first of such quarterly payments having been already made as aforesaid. And the said lessee doth hereby for himself his heirs executors and administrators covenant and agree with Her Majesty her heirs and successors that he the said lessee his executors administrators or assigns will during the said term observe and perform and be bound by the several covenants conditions provisos agreements acts matters and things hereinafter contained (that is to say):—

1. That he or they will pay the said rent in manner aforesaid clear of all deductions.

2. That he or they will during the said term pay and discharge all and all manner of taxes rates duties charges assessments and impositions whatsoever whether the same be payable by landlord or tenant or partly by each in respect of the land hereby demised.

3. That he or they will not assign sublet subdivide or part with the possession of the said land without the consent in writing of the Board of Land and Works being previously had and obtained.

4. That he or they will at all times during the said term keep open and free from obstruction and to the satisfaction of the Board of Land and Works all canals ditches drains cuts channels water-courses sewers and works (which several matters and things are hereinafter included and referred to under the term "drains") now upon the land hereby demised and the portions of the several drains adjacent to such land shown on the plan in the margin and thereon coloured blue which shall at any time during the continuance of this demise exist and be upon the land hereby demised or be upon any road or reservation abutting or bounding the same or any part thereof and within a distance of not more than 66 feet from such part and that he and they shall not nor will do or cause or permit to be done upon the said land or any part thereof any act deed or thing whereby such drains may be injured or endangered.

5. That he or they will forthwith fence off to the satisfaction of the Board of Land and Works all such drains on each side thereof with a substantial fence and prevent all live stock from having access to the banks thereof and shall to the like satisfaction similarly fence the land hereby demised on any side frontage or portion thereof which is not bounded by any such drain and all such fences keep in good and substantial repair and to the like satisfaction during the whole of the said term.

6. That he and they will not water or permit to be watered any live stock at any time on the land hereby demised at the said drains except by means of one or more side cuttings leading therefrom to be made by and at the expense of the lessee his heirs executors or administrators.

7. That if any such drain now forms or at any time hereafter during the continuance of this demise shall form and be the boundary between the land hereby demised and any other swamp or reclaimed land demised to any other lessee as swamp or reclaimed land within the meaning of the Land Acts it shall not be obligatory on the lessee his executors administrators or assigns so long as such other land is the subject of a demise to any other person or persons to clear out keep open or fence off under any preceding covenant of this indenture more than that portion of such boundary drain on which the land hereby demised abuts or of which it forms the boundary to the centre thereof.



8. That these presents are on this condition that the lessee his executors administrators or assigns shall make substantial and permanent improvements on the land to the extent of Ten shillings per acre in each of the first three years from the commencement of this lease.

9. That he or they shall and will at the expiration or sooner determination of the said term hereby granted peaceably deliver up to Her Majesty or her successors the premises hereby demised together with all houses fences and improvements that now are or may be made erected or constructed thereon in good and sufficient order and repair and also shall and will permit any person appointed by the Board of Land and Works in that behalf to enter on the land hereby demised to ascertain if the conditions and covenants of this lease are being performed by the lessee his executors administrators or assigns.

10. That these presents are on this further condition that if and whenever there shall be a breach of or non-compliance with any of the covenants herein contained and the Governor with the advice aforesaid shall determine that this lease shall be avoided (and the production of the minute of proceedings of the Executive Council whereat such determination was arrived at shall be conclusive evidence thereof) or if the land hereby demised or any part thereof is assigned whether by operation of law or otherwise except as hereinbefore is mentioned then these presents and the term hereby created shall be void and of no effect and immediately thereupon it shall be lawful for any bailiff of Crown lands or for any other agents or officers authorized in that behalf by Her Majesty or by the Governor with the advice aforesaid without any demand whatsoever to enter upon the land hereby demised and the lessee his executors administrators and assigns and all persons claiming from under or through him or them for ever to expel and remove therefrom without any legal process whatever and as effectually as any sheriff might do in case Her Majesty had obtained judgment in ejectment for recovery of possession of the said land or in an action for the recovery of land and a writ of *habere facias possessionem* or writ of possession or other process had issued on such judgment directed to such sheriff in due form of law and that in case of such entry and any action being brought or other proceeding taken for or on account of the same by any person whomsoever the defendants or defendant to such action may plead leave and licence in bar thereof and these presents shall be conclusive evidence of the leave and licence of the lessee his executors or administrators and all persons claiming from under or through him or them to any bailiff of Crown lands and all persons acting in the matters complained of in such action or other proceeding.

11. That notwithstanding anything hereinbefore contained it shall be lawful for the Governor with the consent aforesaid to resume for any purpose not hereinbefore stated possession of the whole or any part of the land hereby demised on payment of or tender to the lessee his executors administrators or permitted assigns or other the person lawfully in occupation of the land hereby demised full compensation for all improvements made by the lessee his executors administrators or permitted assigns upon the land hereby demised and thereupon these presents shall in the case of the resumption of the whole of the land hereby demised absolutely cease and determine and in the case of a resumption of part of such land shall as to such part and the obligation to pay rent as to such part absolutely cease and determine and the value of such compensation and the amount of the reduced rent as the case may be shall be absolutely fixed and determined by the Board of Land and Works whose award shall be final and conclusive.

12. That the term Governor in these presents shall mean the Governor Lieutenant-Governor or other person administering the Government for the time being of the Colony of Victoria unless such meaning shall be inconsistent with the context.

In witness whereof Her Majesty hath caused this Demise to be sealed at Melbourne with the seal of the said Colony and His Excellency

Governor and Commander-in-Chief in and over the said Colony of Victoria and its Dependencies has hereunto set his hand and the lessee hereunto set his hand and seal.

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

SCHEDULE Q.—(CHAP. VII., PART 2.)

PERPETUAL LEASE OF SWAMP OR RECLAIMED LANDS.

Entered in the Register Book, Vol.        Fol.

Assistant Registrar of Titles.

THIS INDENTURE made the first day of        in the year of our Lord  
One thousand eight hundred and        between His Excellency

Governor and Commander-in-Chief in and over the Colony of Victoria and its Dependencies with the advice of the Executive Council thereof in the name and on behalf of Her Most Gracious Majesty Queen Victoria of the first part the Board of Land and Works (hereinafter referred to as the "Board") of the second part and of        Victoria (hereinafter called the "lessee") of the third part Witnesseth that in consideration of the rent hereby reserved and the covenants conditions and provisos herein contained and on the part of the lessee his executors administrators and assigns to be observed and performed Her Majesty doth by these presents grant and demise unto the lessee the surface and down to a depth of        feet below the surface of all that piece of land in the colony of Victoria containing        and shown with the measurements and abutments thereof in the map or diagram drawn in the margin of these presents and in such map or diagram coloured yellow to have and to hold the said piece of land unto the lessee his executors administrators and assigns from the day of        in the year of our Lord One thousand eight hundred and ninety-        and thenceforward in perpetuity for so long as the lessee his executors administrators or assigns shall continue to pay the rent hereby reserved as the same becomes due and shall observe and perform

the covenants conditions and provisos herein contained and on the part of the lessee his executors administrators and assigns to be observed and performed Excepting and reserving nevertheless unto Her Majesty her heirs and successors the right of resumption for public purposes and in accordance with the provisions and conditions hereinafter expressed and contained such parts of the said land as may from time to time be required by the Governor in Council for water supply purposes irrigation purposes reservoirs dams races water-courses or drains or for public roads or highways or for mining purposes or for any public purpose whatsoever or by the Board or the Victorian Railways Commissioner for railway purposes such parts of the said land when the same is required for any of the purposes aforesaid to be set out by description in a proclamation in the *Government Gazette* and also described in a notice in writing to the lessee his executors administrators or transferees by the Governor for the time being acting with the advice of the Executive Council such notice to the lessee his executors administrators or assigns being delivered to or sent through the post office addressed to the occupier of the land for the time being And further excepting and reserving unto Her Majesty her heirs and successors all gold and silver and auriferous and argentiferous earth and stone and all copper tin antimony coal and all other metals and minerals and mineral ores whatsoever and all mines seams veins lodes and deposits containing gold silver copper tin antimony coal and other metals and minerals and mineral ores in upon and under the said demised premises together with liberty for Her Majesty her heirs and successors and her or their agents servants lessees licensees and assigns at any time or times during the continuance of this demise to enter upon the said land and to search and mine therein or thereon for gold silver copper tin antimony coal and other metals and minerals and mineral ores and to remove therefrom any gold silver auriferous and argentiferous earth and stone copper tin antimony coal and other metals and minerals and mineral ores and for the purposes aforesaid to sink shafts make drives and do any other things which may be necessary or usual in mining Provided that the said land is and shall be subject to the right of any person being the holder of a miner's right or of a licence to search for metals or minerals or of a mining or mineral lease to enter thereon and to mine and to erect and occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those which persons so qualified had at the time of the passing of the *Land Act* 1890 to mine in and upon Crown lands Provided that compensation shall be paid to the lessee his executors administrators or assigns by any such person for surface damage to be done to such land by reason of mining thereon such compensation to be determined as provided by law and the payment thereof to be a condition precedent to such right of entry Yielding and paying therefor in advance on the first day of \_\_\_\_\_ in every year clear of all deductions the rent calculated at the rate of \_\_\_\_\_ per annum until the twenty-ninth day of

NOTE.—The lengths of the boundaries are approximately given in this plan in links.

December One thousand nine hundred and nine and for the period of ten years from the twenty-ninth day of December One thousand nine hundred and nine and for every successive period of ten years thereafter calculated at such amount per annum as shall from time to time be fixed by the Board of Land and Works And the lessee doth hereby for himself his heirs executors administrators and assigns covenant and agree with Her Majesty her heirs and successors and with the Board that he the lessee his executors administrators or assigns will observe and perform and be bound by the several covenants conditions provisos agreements acts matters and things hereinafter contained (that is to say):—

1. That he or they will pay the rent for the time being payable hereunder at the times and in manner hereinbefore appointed for payment thereof clear of all deductions.
2. That he or they will during the continuance of this demise pay all existing and future rates assessments and taxes for the time being payable either by landlord or tenant in respect of the said premises.
3. That these presents are upon this condition that neither he nor they will transfer assign mortgage sublet or part with the possession of the whole or any part of the land hereby demised within the first six years of this lease Provided that in the case at any time of the insolvency or death of the lessee it shall be lawful for the assignee or trustee in insolvency or for the executor or administrator of the lessee at any time within twelve months from the date of such insolvency or death to assign these presents to any person who is qualified for becoming a lessee under Division 4 of Part I. of the *Land Act* 1898 and such person shall be with respect to this lease in the same position as though he had been the original lessee.
4. That he or they after the expiration of the period of six years in the last preceding clause mentioned will not transfer assign or mortgage the land hereby demised without the written consent of the Board of Land and Works first had and obtained it being a condition of these presents that if at any time after the expiration of the first six years hereof the Board is satisfied that all the covenants and conditions hereof have been complied with that the lessee may with the written consent of the Board transfer mortgage sublet or part with the possession of the whole or any part of the land hereby demised.
5. That he or they will forthwith after the issue of this lease commence and continue to destroy and will within two years after the granting of this lease have destroyed to the satisfaction of the Board of Land and Works the animals and birds by the *Land Act* 1890 included in the term "vermin" or which the Governor in Council may by proclamation in the *Government Gazette* declare to be vermin for the purposes of the said Act upon the land hereby demised and will keep the same free of such animals and birds and Bathurst hurr wild briar and gorse to the satisfaction of the Board of Land and Works.
6. That these presents are upon this condition that the lessee shall on the land hereby demised make substantial and permanent improvements certified in writing under the seal of the Board to the value of \_\_\_\_\_

for every acre of the said land before the end of the third year from the commencement of this lease and to the value of a further for every acre before the end of the sixth year from such commencement.

7. That these presents are upon this further condition that the lessee for the time being shall keep open all canals ditches drains cuts channels water-courses sewers and works on the land (which several matters are hereinafter referred to as "drains") to the satisfaction of the Board.

8. That he or they will keep open and free from obstruction and to the satisfaction of the Board such portions of any drains adjacent to the land hereby demised and be upon any road or reservation abutting or bounding the same or any part thereof and within a distance of not more than 66 feet from such part.

9. That he or they will within six years from the issue of this lease if not sooner called upon under the provisions of the *Fences Act 1890* enclose the land described herein with a fence and keep the same in repair. Provided nevertheless that where any lessee proves to the satisfaction of the Board that owing to the physical nature of the land demised the enclosing thereof with a fence would be impracticable or where in the opinion of the Board the fencing of the whole or any part of the land hereby demised is not required the Board may in writing accept as a compliance with this covenant the expenditure by the lessee on such land for substantial improvements previously approved by the Board of an amount equivalent in the Board's opinion to the cost of fencing.

10. That he or they will forthwith fence off to the satisfaction of the Board all drains on or on either side of the land with a substantial fence and prevent all live stock from having access to the banks thereof and at all times keep such fences in good and substantial repair to the like satisfaction.

11. That he and they will not water or permit to be watered any live stock at any time on the land hereby demised at any drains except by means of one or more side-cuttings leading therefrom to be made by or at the expense of the lessee.

12. That he or they will permit any person appointed in that behalf by the Board of Land and Works at any time to enter upon the premises hereby demised to ascertain if the conditions and covenants of this lease are being performed by the lessee.

13. That every holder of a miner's right or of a licence to search for metals or minerals or of a gold-mining lease or of a mineral lease shall have the right and that the lessee his executors administrators or assigns will at all times allow every such person to enter upon the area hereby demised and every part thereof and search for gold silver and any other metal or mineral whatsoever as the case may be and to mine thereon and to erect and occupy mining plant and machinery upon making compensation to the lessee his executors administrators or assigns for surface damage to be done to such land by reason of mining thereon.

14. That he or they shall and will observe perform fulfil and be bound by the stipulations conditions covenants and provisos contained in the Schedule hereto or which may be made pursuant to the Land Acts from time to time by the Governor in Council.

15. That these presents are upon this condition that if and whenever there shall be a breach of or non-compliance with any of the covenants stipulations conditions provisos or agreements by the lessee herein contained and the Governor in Council shall determine that this lease shall in consequence be avoided (and the production of the minute of the proceedings of the Executive Council whereat such determination was arrived at shall be conclusive evidence thereof) then these presents and the term hereby created shall be void and of no effect.

16. That these presents are upon this further condition that the Governor in Council or the Board may at any time enter upon the whole or portion of the land hereby demised for the purpose of resuming the same if required for reserves for public purposes railways roads highways canals or other internal communication through such lands or for reservoirs or for mining purposes. And further that in the event of such entry the lessee his executors administrators and assigns or any mortgagee or licensee will remove any improvements from off the land so resumed and relinquished and give up possession of the same to Her Majesty. There shall be paid by Her Majesty the actual cost of removing and re-erecting and any actual depreciation in value caused by such removal and re-erection of such improvements and the amount of loss sustained in consequence of the relinquishment of any improvements not removable such cost or amount to be fixed by the Board of Land and Works and to be payable to such person or persons as it determines. Provided that no compensation for severance or for any person's interest in the unexpired term of the lease shall be given or allowed.

17. That these presents are upon this further condition that if and whenever any part of the said rent or any interest or other payment of whatsoever kind covenanted to be paid hereunder shall be in arrear for thirty days whether the same shall have been legally demanded or not or if and whenever there shall be a breach of any of the covenants and agreements positive or negative by the lessee hereinbefore contained and this lease be avoided either by operation of law or by a determination of the Governor in Council hereinbefore provided then these presents and the term hereby created shall be void and of no effect and immediately upon these presents and the term hereby created becoming void and of no effect it shall be lawful for any bailiff of Crown lands or for any other agents or officers authorized in that behalf without any demand whatsoever to enter upon the land hereby demised and the lessee his executors administrators and assigns and all persons claiming from under or through him or them for ever to expel and remove therefrom without any legal process whatsoever and as effectually as any sheriff might do in case Her Majesty had obtained judgment in ejectment for recovery of possession of the said land and a writ of *habere facias possessionem* or other process had issued on such judgment directed to such sheriff in due form of law. And that in case of such entry and any action being brought or other proceeding taken for or on account of the same by any person whomsoever the defendants or defendant to such action may plead leave and licence in bar thereof

and these presents shall be conclusive evidence of the leave and licence of the lessee his executors or administrators and all persons claiming from under or through him or them to any bailiff of Crown lands and all persons acting in the matters complained of in such action or other proceedings.

In witness whereof His Excellency

Governor and Commander-in-Chief  
in and over the said Colony of Victoria and its Dependencies hath on behalf of Her Majesty the Queen caused this demise to be sealed with the seal of the said Colony the Board of Land and Works hath hereunto affixed its Common Seal and the Lessee hath hereunto set his hand and seal the day and year first above written.

The Common Seal of the Board of Land and Works was hereunto affixed the day of . . . in the year of our Lord One thousand . . . hundred . . . (L.S.)  
in the presence of—  
President.  
Member.  
Signed sealed and delivered by the above-named . . . (L.S.)  
in the presence of—

SCHEDULE R.—(CHAP. VIII., PART 2.)

LEASE UNDER SECTION 97 OR 98 OR 100, LAND ACT 1890.

THIS INDENTURE made the . . . day of . . . in the year of our Lord One thousand eight hundred and . . .  
Between His Excellency Governor and Commander-in-Chief in and over the Colony of Victoria and its Dependencies in the name and on behalf of Her Most Gracious Majesty Queen Victoria of the one part and . . . (hereinafter called the "lessee") of the other part.

Now this Indenture Witnesseth that in consideration of the rents reservations covenants provisos and agreements hereinafter contained on the part of the said lessee . . . executors administrators and assigns to be paid observed and performed Her Majesty doth by these presents grant and demise unto the lessee . . . executors administrators and licensed assigns All and singular the surface and down to a depth of . . . feet below the surface of the lands and hereditaments mentioned and described in the schedule hereunder written and shown with the measurements and abutals thereof in the map drawn in the margin of these presents and therein coloured yellow together with the appurtenances thereto belonging Reserving and excepting nevertheless unto Her Majesty her heirs and successors all gold and silver and auriferous and argentiferous earth or stone and all copper tin antimony coal and all other metals and mineral ores whatsoever and all mines seams veins lodes and deposits containing gold silver copper tin antimony coal and all other metals and minerals and mineral ores in upon and under the demised land together with liberty to Her Majesty her heirs and successors and her 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 for gold silver copper tin antimony coal and all other metals and minerals and mineral ores and to extract and remove therefrom any gold silver and any auriferous and argentiferous earth or stone copper tin antimony coal and all other metals and minerals and mineral ores and for the purpose aforesaid to sink shafts erect machinery carry on any works and do any other things which may be necessary or usual in mining. Provided that the said land is and shall be subject to the right of any person being the holder of a miner's right or of a licence to search for metals and minerals or of a mining or mineral lease to enter thereon and to mine for gold silver copper tin antimony coal and all other metals and minerals and mineral ores 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 had at the time of the passing of the *Land Act 1890* the right to mine for gold and silver in and upon Crown lands provided that compensation shall be paid to the lessee his executors administrators assigns and transferees by such person for surface damage to be done to such lands by reason of mining thereon such compensation to be determined as provided by law and the payment thereof to be a condition precedent to such right of entry And also all sand clay gravel and indigenous timber and all earth and stone and other materials the produce of the said land which may be required at any time or times hereafter for the construction or repair of any public ways bridges canals or railroads or any fences embankments dams sewers or drains necessary for the same Together with the right of searching digging for working taking and removing all such materials and also with the right of full and free ingress egress and regress into out of and upon the said land at all reasonable times for such purposes And also reserving and excepting the use of all such parts of the said land as shall be required for making railways canals water-courses reservoirs dams or sewers over in upon or through the same with full and free liberty of ingress egress and regress into out of and upon the said land at all reasonable times for such purposes but nevertheless so as not to do or occasion by the carrying out of any of such purposes any unnecessary damage to the land hereby demised or any buildings or works thereon and making compensation for such damage as may be done or occasioned by the carrying out of the same And also reserving and excepting unto our subjects and people in the said colony the public use of all such parts of the said land as

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shall from time to time be proclaimed as or otherwise become either a main or district road or other public highway or thoroughfare To have and to hold the said land and premises unto the lessee executors administrators and licensed assigns from the day of the date hereof for and during the full term of years then next ensuing and fully to be completed and ended to the intent that the same land and premises shall be used as and for no other purpose whatsoever Yielding and paying therefor yearly and every year during the said term the yearly rent of by equal quarterly payments of in advance on the day of the day of the day of and the day of in each year the first payment to be made on the day of the date hereof and all such payments to be made without any deduction or abatement whatsoever And the lessee for heirs executors administrators and assigns do hereby covenant and agree with Her Majesty her heirs and successors that he the lessee his executors administrators or assigns will during the said term observe perform and be bound by the several covenants conditions provisos agreements acts matters and things hereinafter contained (that is to say)—

1. That he or they will well and truly pay or cause to be paid the yearly rent hereby reserved upon the days and times hereinbefore appointed for the payment of the same free and clear from all deductions and abatements whatsoever.

2. That he or they will during the same term bear pay and discharge all and all manner of taxes rates duties charges assessments and impositions whatsoever whether the same be payable by landlord or tenant or partly by each in respect of the land and premises hereby demised and shall and will use the said land and premises hereby demised for the purpose aforesaid and for no other purpose whatsoever.

3. That he or they will furnish when required during the said term to the Governor of the said colony or the Registrar-General or Government Statist for the time being such returns particulars and statistics of the operations theretofore carried on or to be carried on upon the said land and the results thereof as such Governor Registrar-General or Statist, may from time to time in that behalf require accompanied by a statutory declaration of the truth and correctness thereof.

4. That he or they will permit Her Majesty her heirs successors and assigns or her or their servants and agents or the servants and officers of the Board of Land and Works of the colony of Victoria at all proper and seasonable times during the said term without any interruption or disturbance from him or them or from his or their tenants agents workmen or servants to enter into and upon the said land works and premises hereby demised or any part thereof to view and examine the state and condition thereof.

5. That he or they will make such arrangements for the prevention of nuisance and for the observance of decency and adopt such sanitary measures generally as the Governor in Council may from time to time approve of or require.

6. That if the lessee executors administrators or assigns shall fail at any time during the said term to use the said land and premises for the purpose aforesaid these presents shall be voidable and the said term may be determined as hereinafter provided.

7. That he or they will not assign set over sublet mortgage charge or otherwise part with or encumber the premises hereby demised or any part or parts thereof without the consent in writing of the Governor of the said colony or other person or persons authorized for the time being to grant leases of Crown lands for the purpose for which the said land is hereby demised under his or their hand and seal or hands and seals first obtained.

8. That he or they shall not on the expiration or other sooner determination of this demise be entitled to any valuation or compensation for any improvements effected on the said land and premises or to any renewal of this lease.

9. That these presents are upon this express condition that if the lessee executors administrators or assigns shall at any time during the continuance of this demise fail to use the demised land and premises *bona fide* for the purpose aforesaid or shall 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 of any of the covenants conditions and provisos hereinbefore contained then and in such case it shall thereupon be lawful for the Governor in Council to declare this lease to be forfeited and then Her Majesty her heirs and successors or assigns by Her or their agents or officers authorized by the Governor in Council for that purpose or any bailiff of Crown lands may enter forthwith into and upon the said demised premises and repossess and enjoy the same as fully and effectually as if these presents had not been made and executed And it is hereby agreed and declared that in any such case it shall be lawful for Her Majesty her heirs successors or assigns and Her or their agents or officers authorized as aforesaid and any bailiff of Crown lands without any demand whatsoever to enter upon the said land hereby demised and the lessee his executors administrators and assigns and all persons claiming from under or through him or them for ever to expel and remove therefrom without any legal process whatsoever and as effectually as any sheriff might do in case Her Majesty her heirs successors or assigns had obtained judgment for recovery of possession thereof and a writ of possession or other process had issued on such judgment directed to such sheriff in due form of law and then in case of such entry and any action being brought or other proceedings taken for the same by any person whomsoever the defendants to such action may plead leave and licence in bar thereof and these presents shall be conclusive evidence that all events had happened and all conditions were fulfilled and all times elapsed necessary to entitle the Governor in Council to declare this lease forfeited and that this lease had been declared forfeited as hereinbefore provided and of the leave and licence of the lessee executors administrators or assigns and all persons claiming from under or through him or them to Her Majesty her heirs successors and assigns and to such agent or officer so authorized as

July 11, 1899.

2832

aforesaid and to any bailiff of Crown lands and all persons acting therein by Her or their or any of their order for the entry or trespass or other matters to be complained of in such action or other proceeding.

In testimony whereof Her Majesty hath caused this demise to be sealed with the seal of the said colony and his Excellency Governor and Commander-in-Chief in and over the said Colony of Victoria and its Dependencies at Melbourne has hereunto set his hand and the lessee hereunto set hand and seal the day and year first herein written.

SCHEDULE ABOVE REFERRED TO.

All that piece or parcel

SCHEDULE S.—(CHAP. IX., PART 2.)

Corr. No.

Number of licence—



This number should be quoted in any correspondence relating to this licence.

Fee per annum, payable as follows:—

VICTORIA.

Schedule of Payments.

£	s.	d.	Initials of Receiver.	Date of Receipt.	Department of
					Lands and Survey,
					Melbourne,

SECTION 99, THE "LAND ACT 1890."

KNOW ALL MEN that I, the undersigned, being in that behalf duly authorized by the Governor of the Colony of Victoria, do hereby, in pursuance of the Land Act 1890, give and grant to of in consideration of the payment of the annual sum of pounds shillings pence, in instalments as specified in the schedule prefixed hereto in advance, to the Receiver of Revenue at subject to the fulfilment of the conditions printed or written on the back hereof full licence and authority, so far as regards the surface, to enter upon on and after date hereof, and to occupy until and no longer, the Crown lands more particularly described or delineated in the schedule hereto, for the following purpose, that is to say:—

Schedule.

Description.	Diagram where necessary.
All the Crown land situate at in the parish of containing acres roods perches, or thereabouts, as per diagram annexed, subject to any modification of boundaries of the site that may be deemed necessary at any time during the currency of this licence.	

Signature

N.B.—Be careful to observe that this licence expires on the day of

This licence, together with the receipt for the current quarter's fee, must be produced at all times when demanded, and must be produced to the Receiver whenever money is being tendered on account thereof.

CONDITIONS UNDER WHICH THIS LICENCE IS ISSUED.

1. The land described in this licence shall not be sublet.
2. This licence shall be produced by the licensee upon the request of any bailiff of Crown lands or police constable or officer.
3. When the holder of the licence does any act which, if it were done without licence, would be punishable as trespass, or if he fail to produce his licence when asked to do so by any bailiff of Crown lands or any police constable or officer, he shall be conclusively deemed to be a person not licensed or otherwise authorized to do such act within the meaning of the 114th section of the Land Act 1890.
4. The non-observance or non-compliance with, or the non-performance of, any of the obligations or conditions specified in this licence shall render this licence null and void, and the Minister may thereupon cause the land in respect to which this licence has been granted to be re-entered upon and dealt with as unoccupied Crown land.
5. If, during the period for which this licence is issued, the Governor deem the resumption of the whole or any part of the land described in this licence necessary for public purposes, the Governor may resume possession of the land, or of part thereof, without giving compensation to the licensee for so doing, at the expiration of three months after the licensee has been served with a notice under the seal of the Board of Land and Works of the intention to resume possession of the land, or of part thereof.
6. Any holder of a miner's right or of a licence to search for metals or minerals or of a gold-mining or mineral lease shall have the right and shall be allowed to enter upon the land and search for gold, silver, copper, tin, antimony, coal, and other metals and minerals, and mineral ores, and to mine thereon, and to erect and occupy mining plant or machinery, within the area without making compensation to the licensee for surface or other damage, provided always that such portions of the land as shall be occupied by buildings shall be secure from such intrusion, unless with the consent of the licensee.

## CONDITIONS IN CERTAIN CASES.

If the licence be for obtaining and removing stone of any description or brick or other earth	The site herein licensed must be enclosed by a substantial 3-rail fence, not removable by the licensee at the termination of his tenure hereof, but to belong to the Crown.
If the licence be for fisherman's residence	The licensee herein mentioned is permitted the use of adjacent unappropriated Crown lands for drying nets and to take dead wood for fuel for domestic use.
If the licence be for brick-kilns	The site to be enclosed by a substantial 3-rail fence, not removable by the licensee at the termination of his tenure of the site. Trees on such site may be cut down and made use of for the kilns by the licensee, but no wood beyond the boundaries of the site shall be removed from Crown lands for use at the brick kilns unless a "wood licence" be taken out by each person employed by the licensee in procuring wood.
If the licence be for lime-kilns	Wood for fuel for the kilns shall not be obtained on Crown lands unless a "wood licence" be taken out by each person employed by the licensee to procure the wood.
If the licence be for a tannery, factory, creamery, or paper mill	Wood shall not be cut from Crown lands beyond the boundaries of the site specified in this licence, unless a "wood licence" be taken out by each person employed by the licensee in cutting and taking away wood for the use of the mill herein licensed.
If the licence be for a site for a rural inn	This licence only confers the right to occupy the land as a site for a rural inn. Fermented or spirituous liquors can only be sold thereat under the usual publican's licence authorized by the licensing bench of magistrates.

## SPECIAL CONDITION.

## [SCHEDULE T.—(CHAP. IX., PART 2.)

Fee per	—£	V.		R.	No
			VICTORIA.		

Section 99 of the *Land Act 1890*.

KNOW ALL MEN that I, being in that behalf duly authorized by the Governor of the Colony of Victoria, do hereby, in pursuance of the *Land Act 1890*, give and grant to \_\_\_\_\_ of \_\_\_\_\_ in consideration of the payment of the sum of \_\_\_\_\_, and subject to the fulfilment of the conditions printed or written on the back hereof, full licence and authority to enter upon, on and after date hereof, and to occupy for \_\_\_\_\_ and no longer, the Crown lands described in the schedule hereto for the following purpose, that is to say:—

To obtain and remove \_\_\_\_\_ therefrom.

*Schedule.*

All those Crown lands

Licensing Agent.

Countersigned—

Issuer authorized by the Treasury.

This licence shall have no effect until countersigned by the Issuer authorized by the Treasury.

N.B.—Be careful to observe that this licence expires on the \_\_\_\_\_ day of \_\_\_\_\_

## CONDITIONS OF LICENCE.

The conditions of such licence shall be as follow, so far as circumstances will permit:—

- a. The payment of the fee shall be made by the licensee in advance.
- b. The licence shall be available for one person and one dray only, and shall be produced by the licensee upon the request of any bailiff of Crown lands or police constable.
- c. The licence shall be liable to revocation at any time by the Minister, without any liability to satisfy any claim by the said licensee for compensation.
- d. If the licence be for the purpose of obtaining shell or seaweed, then it shall be issued to the licensee subject to the provision that the licence shall be null and void if the licensee traffic in any way with the shell or seaweed dug or taken away under the provisions of the licence, or dispose of such shell or seaweed in any way other than as manure upon the licensee's own land only.
- e. If the licence be for the purpose of obtaining and removing surface stone, the land specified in the licence shall not be excavated to a greater depth than twenty inches below the natural surface of the ground, and no blasting operations will be permitted.
- f. If the licence be for the purpose of obtaining sand or loam, it shall be issued subject to the condition that such sand or loam shall not be dug or taken away from the beds or banks of rivers, creeks, lakes, or lagoons.

The condition specified hereunder shall be inserted in all licences issued under section 99 of the *Land Act 1890*, for the purpose of obtaining limestone within the Warrnambool district.

*Condition.*

That all excavations made by the licensee within the boundaries of his licensed area shall be filled up by him to the satisfaction of the Crown lands bailiff.

SCHEDULE U.—(CHAP. IX., PART 2.)

CONDITIONS OF LICENCE FOR LIME SITES NORTH OF AND ADJOINING THE BOTANICAL GARDENS AT GEELONG.

1. The portion of surface soil required to be removed shall be carefully preserved, and shall be placed apart by itself within the boundaries of the site, and all waste soil and debris shall be deposited in such places as may be directed by the Town Surveyor of Geelong.
2. The road may be diverted for the purpose of quarrying for limestone and relaid, with the concurrence and under the direction of the Town Surveyor aforesaid.
3. Kiln sites can only be obtained east of those now under licence.
4. Quarrying operations shall not be carried on within the boundaries of the land under licence in such a manner as will, in the opinion of the Town Surveyor, endanger the public safety.
5. Quarrying or other operations by the licensee must not in any way interfere with or obstruct the public safety.
6. The licensee shall, within one month, commence to quarry the limestone on the site for which he shall hold a licence, and convert the limestone so raised into good marketable lime, and shall, at the expiration of three months from the date of his licence, and during each and every week thereafter, while his licence or any renewal thereof is in force, make and produce from the stone so quarried 900 bags (if required) of good marketable roche lime per week from each site; provided that there shall always be on hand at the kiln ready for sale to the public, in the order in which applications may be made or lodged, not less than 500 bags of such lime to supply the demands of the public.
7. That each bag of lime shall contain not less than three bushels of well-burned, screened, marketable lime; and not more than Two shillings and threepence per bag shall be charged if delivery be required at the kiln, or into boats, as is now the practice in connexion with the Limeburner's Company at Geelong; and three shillings per bag if delivery be required at the wharf in Melbourne. The bags shall be the property of the licensee, who will be entitled to charge One shilling per bag, which amount will be refunded, provided the bags be returned in good order within ten days.
8. That if at any time during the currency of a licence, or of any renewal thereof, the licensee has not worked and is not working the lime site fully and fairly according to his licence, or has wilfully failed and neglected to have on hand at the kilns not less than 500 bags of lime to supply the requirements of the public as aforesaid, or that the lime prepared by the licensee is not good marketable roche lime, pure in quality, and that the bags do not contain three bushels of lime as aforesaid, due allowance being made for waste by transit to Melbourne, or that more has been demanded for each bag of lime than Two shillings and threepence or Three shillings at the respective places of delivery as aforesaid; then and in such case, after the licensee shall have had an opportunity of showing cause against such forfeiture, in the manner provided by the 128th section of the *Land Act 1890*, the licence may be forfeited, and thereupon all moneys previously paid by the licensee, together with all erections, improvements, plant, and materials then on the lands mentioned in such licence, shall become and be the property of the Board of Land and Works; and the production of a copy of the *Government Gazette* containing a notice, purporting to be signed by the Minister of Lands, of the forfeiture of the licence shall be conclusive evidence that such licence has been lawfully determined and annulled.

SCHEDULE V.—(CHAP. IX., PART 2.)

RESIDENCE LICENCE.—STATE FOREST.

KNOW ALL MEN that I, being in that behalf duly authorized by the Governor of the Colony of Victoria, do hereby, in pursuance of the provisions of the *Land Act 1890*, give to \_\_\_\_\_ of \_\_\_\_\_, in consideration of the payment of Ten shillings to the Receiver and Paymaster at \_\_\_\_\_ or other officer authorized to receive the same, do hereby give to the said \_\_\_\_\_ full licence and authority to reside on or to cultivate subject to the terms and conditions hereunder specified, all that piece or parcel of Crown land situated in \_\_\_\_\_ State forest, more particularly described in the schedule hereto, for one year from the date hereof, unless the same be annulled or revoked, in accordance with the said conditions.

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

allotment county	Schedule.			
	acre	section	roads	parish

CONDITIONS OF RESIDENCE LICENCES.—STATE FORESTS.

1. This licence only gives to the licensee the right to use the land for the purpose for which the licence has been granted, and for no other purpose whatsoever.
2. The licensee shall not, without the consent of the Minister first had and obtained, assign such land or any part thereof, or part with the possession thereof or his interest therein.
3. If in the opinion of the Minister the land in respect of which this licence is issued, or any part thereof, be required for railways, roads, telegraph lines, dams, reservoirs, races, catch-water drains, pipe tracks, stone quarries, or any other public purpose, the Governor in Council upon payment to the licensee of such compensation (if any) as the Minister may think fit, may, at any time during the currency of the licence, resume the whole or any part of such land, and thereupon the licence shall cease as to such land or the part resumed.
4. Any person may at any time, with the written permission of the Minister, enter for the purpose of mining and mine for gold, silver, tin, copper, iron, or the ores thereof, or for auriferous earth, or for coal or lignite, upon the land in respect of which this licence is issued or such part thereof as the Minister may by such writing allow, making such compensation to the licensee for the improvements (if any) effected thereon, and for the licence and other fees paid in respect thereof, as may be agreed upon between him and such licensee, or, in the event of a disagreement, as may be determined by the arbitration of three different persons, or any two of them, one arbitrator to be appointed by the licensee, one by the



Minister, and one by the person to whom the permission to mine has been granted, the form of submission to arbitration to be determined by the Governor in Council in case of any differences; and if the licensee obstruct any such person so entering or mining as aforesaid the Governor in Council may revoke his licence.

5. In case the licensee obstruct any holder of a miner's right so entering or mining as aforesaid this licence may be revoked.

6. The publication of a notice in the *Government Gazette*, purporting to declare that the Governor in Council has annulled or revoked this licence, shall be conclusive evidence that the licence has been annulled or revoked.

SCHEDULE W.—(CHAP. IX., PART 2.)

Fee per annum, £ s. d. No.  
GRAZING LICENCE UNDER SECTION 87, OR 89, OF 123, LAND ACT 1890.

Department of Lands and Survey,  
Melbourne,

KNOW ALL MEN that I (being in that behalf duly authorized by the Governor of Victoria) in pursuance of the Land Acts, and in consideration of the sum of \_\_\_\_\_ duly paid by the person hereinafter mentioned, do hereby give to \_\_\_\_\_

\_\_\_\_\_ licence and liberty upon the park stock. \_\_\_\_\_ lands, reserves, or other Crown lands specified in the schedule hereto not being lands forming part of any common, or held under lease or licence or taken up or required for the purposes of the said Act, and therewith to depasture the same. This licence will continue in force until the day of \_\_\_\_\_; and is issued subject to the conditions on the back hereof.

Schedule.

All these Crown lands containing \_\_\_\_\_ acre or thereabouts.

CONDITIONS.

1. The issue of this licence shall not prevent the land comprised therein or any part or parts thereof being sold, leased, licensed, alienated, or dealt with under any of the provisions of the Land Acts, except under the 123rd section of the *Land Act 1890*, or being resumed by order of the Governor or Administrator of the Government of Victoria, with the advice of the Executive Council, for any of the purposes for which land may be reserved under section 10 of the *Land Act 1890* or for mining purposes.

2. In case the said land or any part thereof should be sold, leased, licensed, alienated, dealt with, or resumed as aforesaid, the licensee shall not be entitled to any compensation other than that which the responsible Minister of the Crown for the time being administering the Land Acts may think fit.

3. This licence is subject to the rights of the holders of miners' rights or of mining leases now issued or hereafter to be issued to enter upon the allotment hereby licensed, and to search for gold and to mine thereon, and to erect and occupy mining plant and machinery, without making any compensation to the licensee, his executors, administrators, or assigns, for surface or other damage.

4. Subject to these conditions the licensee shall be entitled to use the land for the purpose for which this licence has been granted until such land or any part thereof has been sold, leased, licensed, alienated, dealt with, or resumed as aforesaid, and thereupon all the interest of the licensee therein shall cease and be determined.

5. No land comprised in roads from time to time surveyed and marked out within the boundaries of the land comprised in this licence shall be deemed within its operation.

6. This licence shall entitle the holder thereof, during the period for which it is granted, to use the land therein comprised for depasturing purposes only, but shall not confer any right to build thereon, or to cultivate, or, without the permission of the Minister, fence any portion thereof.

7. The interest in this licence shall not be transferred without the consent of the Minister, and the payment of a fee of £1.

8. The licensee shall be liable to forfeiture if the licensee commit a breach of or neglect to comply with these conditions.

9. The publication of a notice in the *Government Gazette* purporting to declare that the Governor or Administrator, with the advice aforesaid, has forfeited this licence shall be conclusive evidence that the licence is forfeited.

10. The ring-barking of the timber upon the land by the licensee is expressly forbidden, and he shall not be entitled to destroy or cut and take away any such timber.

11. Free access to water shall be kept open at all times for travelling and other stock, and for persons desiring to take water for domestic purposes.

12. The licensee shall destroy all thistles on the land and on the half-width of the adjoining roads, and shall be responsible for the destruction of thistles under the *Thistle Act 1890* in like manner as holders of freehold lands.

SCHEDULE X.—(CHAP. IX., PART 2.)

CONDITIONS OF LICENCE TO DEPASTURE.

1. The depasturing of the forest shall be subject to the supervision and control of the Crown lands bailiff for the district within which such forest is situated, and the bailiff shall be responsible for the registration of the cattle thereon and for the prevention of trespass.

2. The fee for depasturing cattle in such forest shall be paid half-yearly in advance, on the first day of January and the first day of July in each year, and shall be for unfenced reserves at the rate of Two shillings per annum for every head of cattle.

3. Every person desirous of depasturing cattle in such forest shall pay into the receipt and pay office at \_\_\_\_\_ the full amount of the fees prescribed by these Regulations, and shall obtain a receipt for such payment in the form prescribed in Schedule W hereto.

4. A place shall be set apart in such forest, as the necessities of the case may require, for branding all cattle prior to the same being depastured in such forest, and all persons shall bring their cattle to such place to be branded by the Crown lands bailiff or his assistant, on a day appointed by the Crown lands bailiff for the purpose of branding cattle. The days appointed for branding shall be notified by advertisement authorized by the Crown lands bailiff in a newspaper circulating in the district.

5. All cattle depasturing in such forest shall be deemed to be trespassers unless the same have been duly branded by the Crown lands bailiff or his assistant.

6. The brand of such forest shall be kept in the office of the district Crown lands bailiff, and, except when the same is in use, may be inspected by the public at all reasonable hours, or a description thereof may be obtained on application, in writing, to the Crown lands bailiff.

7. The brand of such forest shall be liable to alteration at any time on approval by the Minister. Notice of every such alteration shall be published in a newspaper circulating in the district, and every such notice shall specify a time when the owners of all cattle depasturing under licence in such forest shall bring the same for the purpose of being branded with such altered brand. Every person disobeying such notice shall be deemed to be a person not licensed or otherwise authorized to depasture cattle within the meaning of section 113 of the *Land Act* 1890, and may be dealt with accordingly.

8. For the purpose of these Conditions the term "cattle" shall mean and include any horse, mare, gelding, colt, filly, or foal, any bull, ox, steer, cow, heifer, or calf, and any ass or mule.

9. When the Crown lands bailiff for the district shall consider that the said forest is stocked to its full carrying capabilities he shall notify the receiver and paymaster accordingly, who thereupon shall discontinue to issue licences for the said forest until otherwise advised by the district Crown lands bailiff.

10. For the purpose of these Conditions the receivers and paymasters for the time being shall be persons authorized by the Governor in Council to issue licences.

#### SCHEDULE Y.—(CHAP. IX., PART 2.)

##### LICENCE TO DEPASTURE.

This is to certify that \_\_\_\_\_ of \_\_\_\_\_ Receipt and Pay Office, \_\_\_\_\_ has this day paid into the Receipt and Pay Office at \_\_\_\_\_ the sum of \_\_\_\_\_ pounds \_\_\_\_\_ shillings and \_\_\_\_\_ pence, being payment in full for depasturing \_\_\_\_\_ head of cattle in the State Forest, for the six months ending {30th June, } Subject {31st December, } to the conditions specified in Schedule V to the Regulations under the Land Acts.

Receiver and Paymaster.

### PART III.—MALLEE LANDS.

#### Chapter I.—"Mallee Blocks."

1. Every application for a right to a lease of a "Mallee Block" passed at auction shall be made in the form and accompanied by the declaration prescribed in Schedule 73 hereto. Such application shall be posted or delivered to the land officer for the district, and shall be accompanied by a certificate of registration.

2. Every application by a lessee for the consent of the Governor in Council to the transfer or mortgage of his interest in a lease shall be made in the form prescribed in Schedule 74 hereto.

3. The transfer or mortgage if sanctioned shall be recorded in the form prescribed in Schedule 75 hereto, and registered in the office of the Board of Land and Works.

4. The notice to be forwarded to the mortgagee of a mallee block lease, informing him of the non-fulfilment or breach of the covenants or conditions thereof, shall be in the form prescribed in Schedule 76 hereto.

5. Any lessee of a mallee block who may desire to clear and cultivate any portion of the land included in the lease of such block shall apply for the consent of the Board in the form prescribed in Schedule 77 hereto.

#### Chapter II.—Mallee Allotments.

1. Every application for a lease of a mallee allotment shall be made in the form prescribed in Schedule 73 hereto, verified by a statutory declaration in the form at the foot thereof, and every such application shall be posted or delivered to the land officer for the district, and shall be accompanied by a certificate of registration.

2. Applications received on one and the same day or on a date specified in a published notice for the same mallee allotment shall be considered as simultaneous applications, but in no case shall priority of application be deemed to confer a preferential claim to a lease of any mallee allotment as against subsequent applicants.

3. Every applicant will be required to attend personally in support of his application before a Local Land Board to be appointed by the Minister, to hear and report upon such application.

4. Every application by a lessee of a mallee allotment for the consent of the Governor in Council to the transfer or mortgage of his interest in the lease thereof shall be made in the respective forms prescribed in Schedules 78 and 79 hereto, and the transfer or mortgage if sanctioned shall be recorded in the form prescribed in Schedule 75 hereto, and registered in the office of the Board of Land and Works.

5. Any lessee of a mallee allotment who may desire to clear and cultivate land included therein shall apply for the consent of the Board in the form prescribed in Schedule 77 hereto.

6. The certificate notifying the Registrar of Titles of the issue of an agricultural allotment licence or perpetual lease out of a mallee allotment held under lease shall be in the form prescribed in Schedule 80 hereto.

7. The certificate notifying the Registrar of Titles of the proclamation of resumption of any land included in a mallee allotment held under lease shall be in the form prescribed in Schedule 81 hereto.

8. Every application by a lessee of a mallee allotment to surrender part thereof in order that a new mallee allotment lease of such part may be issued to the wife or child of such lessee shall be made in the form prescribed in Schedule 82 hereto, and such surrender, if sanctioned, shall be made in the form prescribed in Schedule 83 hereto.

#### Chapter III.—Agricultural Allotments.

1. So much of Part II. of these regulations as relates to agricultural allotments shall also be applicable to agricultural allotments of this Part unless inconsistent therewith.

##### RESIDENCE AND NON-RESIDENCE LICENCES.

2. Any licensee of an agricultural allotment whose licence was current at the commencement of the *Land Act* 1898, may apply in the form prescribed in Schedule 84 hereto for permission to surrender such licence and to have the allotment classified, with a view to obtain a new licence, and the licensee shall pay a classification fee of Ten shillings and forward the receipt with his application.

3. Every application to select an agricultural allotment shall be made in the form prescribed in Schedule 85 hereto, verified by a statutory declaration in the form at the foot thereof, and every such application shall be posted or delivered to the land officer for the district, and shall be accompanied by a certificate of registration; but if the applicant is the holder of a mallee allotment lease and desires to select thereout, a fee for certificate of registration shall not be required.

4. Applications received on one and the same day or on a date specified in a published notice for the same allotment shall be considered as simultaneous applications, but in no case shall priority of application be deemed to confer a preferential claim to a licence of any agricultural allotment as against subsequent applicants.

5. Every applicant shall be required to attend personally in support of his application before a Local Land Board to be appointed by the Minister to hear and report upon such application.

6. Any licensee who may wish to absent himself from his allotment for a period in all not exceeding three months in any one year of the currency of his licence, shall apply to the Secretary for Lands, and fill up and sign a notice in the form prescribed in Schedule 86 hereto, and every notice of intended absence shall be registered in a book to be kept for that purpose in the Crown Lands Office, Melbourne.

7. Every application for permission to surrender a licence or a lease of an agricultural allotment and for the issue of a perpetual lease in lieu thereof shall be made in the form prescribed in Schedule 87 hereto.

##### CONVERSION OF LICENCES.

8. Holders of residence and non-residence licences desiring to convert their residence licences into non-residence licences, or *vice versa*, shall apply in the form prescribed in Schedule 88 hereto, and the licensee shall pay a conversion fee of Ten shillings and forward the receipt with his application.

## LICENCE LIENS.

9. Every licensee of an agricultural allotment desiring to register a lien on his improvements shall apply in the form prescribed in Schedule 89 hereto, and at the same time pay the prescribed fee.

10. Every licence lien shall be executed in duplicate, in the form prescribed in Schedule 90 hereto, or such other form as licensee and licensor may mutually agree upon.

11. If the application to register a licence lien be approved, the duplicate lien shall be forwarded to the Crown Lands Office, Melbourne, and, on receipt, shall be attached to the papers in the case.

12. No licence lien shall be registered in the Crown Lands Office, Melbourne, unless the following conditions be fulfilled:—

- (a) That all rents and fees due to date have been paid.
- (b) That substantial and permanent improvements have been made upon the land equal to the amount of the lien, which shall be verified by a bailiff of Crown lands or other person whom the Minister may appoint.
- (c) That the lien does not exceed the full amount due on mortgage at the time of surrender of mallee allotment lease or perpetual lease (if any).

13. Every licence lien shall be indorsed upon the licence, in the form prescribed in Schedule 91 hereto.

14. The memorandum of the charge upon the land by reason of such licence lien, when required to be indorsed on a Crown grant or lease before issue, shall be in the form prescribed in Schedule 92 hereto.

15. The removal or discharge of any licence lien shall be notified to the Minister in the form prescribed in Schedule 93 hereto, and the licence shall be forwarded therewith. Upon receipt of such notice and licence the indorsement on the licence shall be cancelled, and the licence lien noted as discharged in the register.

16. When the licence lien has been discharged, the duplicate lien and the registration of the lien indorsed upon the licence shall be cancelled.

17. The fee for the registration of a licence lien shall be One pound.

*Transfer of Licence Liens.*

18. The holder of a registered licence lien may apply to transfer such licence lien to any person if all rents and fees due to date have been paid.

19. Every application to register a transfer of a licence lien shall be made in the form prescribed in Schedule 94 hereto, and shall be accompanied by a statement in the form prescribed in Schedule 95 hereto, signed by the licensee, acknowledging his indebtedness to still exist to the amount set forth by the licence lien.

20. Every transfer shall be indorsed upon the licence, the lien, and the duplicate lien in the form prescribed in Schedule 96 hereto.

21. No transfer of a licence lien shall be of any effect until the transfer shall have been registered in the Crown Lands Office, Melbourne.

22. The fee for registration of a transfer of a licence lien shall be £1.

## LEASES AND CROWN GRANTS.

23. Every application by a non-residence licensee for a certificate of improvements, at the end of each and every year of the first five years of the currency of the licence held by him in respect of first-class land, or at the end of each and every year of the first three years of the currency of the licence, if second-class land, shall be in the form and accompanied by the declaration prescribed in Schedule 97 hereto, and every such certificate of improvements shall be in the form prescribed in Schedule 98 hereto. The fee for each interim certificate of the Board shall be Five shillings.

24. Every application by a residence or non-residence licensee for a lease or a Crown grant of the agricultural allotment held by him under licence, shall be made and verified by a declaration in the form prescribed in Schedule 99 hereto; and the certificate of improvements issued by the Board of Land and Works in connexion with such application shall be in the form prescribed in Schedule 100 hereto. The fee for preparation of a lease or for a certificate shall be One pound.

## ORDERS FOR DELIVERY OF CROWN GRANTS.

25. Every order by a lessee of an agricultural allotment authorizing any other person to obtain from the Governor in Council his Crown grant shall be given in the form prescribed in Schedule 101 hereto.

26. Every approved order to obtain a Crown grant shall be registered in a book in the form prescribed in Schedule 102 hereto.

27. The Secretary for Lands shall forward to the Registrar of Titles, once in every week, a copy of the register of approved orders, showing the transactions for the week preceding.

28. The fee for registration of an order authorizing any other person to obtain a Crown grant shall be Ten shillings, and shall be paid when the order is lodged at the Crown Lands Office, Melbourne, for registration.

## PERPETUAL LEASES.

29. Every application to select an agricultural allotment under perpetual lease shall be made in the form prescribed in Schedule 103 hereto, verified by a statutory declaration in the form at the foot thereof, and every such application shall be posted or delivered to the land officer for the district, and be accompanied by a certificate of registration, but no certificate of registration shall be necessary if the applicant holds the land under a mallee allotment lease.

30. Every application by a perpetual lessee to surrender his perpetual lease with a view to obtain in lieu thereof an agricultural allotment licence shall be made in the form prescribed in Schedule 104 hereto. The fee for preparation of a perpetual lease shall be One pound.

## Chapter IV.—Miscellaneous.

## CERTIFICATES OF REGISTRATION.

1. So much of Part II. of these regulations as relates to sections 97, 98, 99, and 123 of the *Land Act* 1890 shall also be applicable to Mallee Lands.

2. Every applicant for a lease of a mallee block or allotment, or for a perpetual lease or licence of an agricultural allotment, who shall have paid with his application the sum of £1 for a certificate of registration shall, in the event of such lease, perpetual lease, or licence not being granted by the Governor in Council, be permitted to lodge during the period of twelve months from the date of such application one or more applications, with each of which the sum of 2s. 6d. shall be paid; but not more than one application at the reduced fee shall proceed at one and the same time.

3. Any person whose application has not been recommended by a Local Land Board shall be entitled to a refund of Seventeen shillings and sixpence (17s. 6d.) out of the fee of One pound (£1) paid by him for the registration of his application, provided the application for refund be made within twelve months from the date of the application for the land. Should the applicant not obtain a refund, he may, within twelve months from the date of the application with which he paid the fee of One pound, lodge one or more applications at the reduced fee hereinbefore provided.

4. No person shall be entitled to claim a refund of Seventeen shillings and sixpence (17s. 6d.) as aforesaid unless he shall have appeared personally before a Local Land Board in support of his application.

## MALLEE BLOCKS OR MALLEE ALLOTMENTS.—VALUATION FOR IMPROVEMENTS.

5. In all cases where a lessee of a mallee block or mallee allotment is entitled to claim the value of the improvements effected by him on land resumed under any of the provisions of the Land Acts, or at expiry of term of lease, the lessee shall lodge a claim at the office of the Board within two months after notice of resumption being given, or within two months of expiry of term of lease, setting forth the particulars, date of construction, and value of improvements for which he claims to be paid, together with a sketch, drawn to a scale of not more than 4 miles to an inch, showing approximately the position of such improvements with reference to the boundaries of the leasehold.

6. A valuation shall then be made by an officer appointed by the Board, and a notice containing the particulars of such valuation shall be forwarded to the lessee, who, if he be not satisfied with the valuation, may, within thirty days after receiving such notice, so state in writing to the Board, and request that the improvements may be valued by arbitration.

**Chapter V.—Vermin Committees and Destruction of Vermin.**

*Election of Members of Local Committees.*

1. The Minister shall, on the publication hereof and thereafter, in the month of January in each and every year, cause to be prepared and published in the *Government Gazette* alphabetical lists of owners, lessees, and occupiers entitled to vote at the election of the members of Local Committees in each vermin district, with the number of votes to which each owner, lessee, or occupier is entitled set opposite his name.

2. The Governor in Council shall by notice published in the *Government Gazette* for four consecutive weeks, and in some newspaper circulating in the locality, appoint the time and place of election of members of Local Committees, and shall in such notice name a fit and proper person to act as Returning Officer to conduct such election.

3. If at such meeting no more persons be nominated as members of any Local Committee than are required to be elected, the Returning Officer shall declare such persons duly elected. If a greater number be nominated than are required, then the owners, lessees, and occupiers present in person, or by proxy, entitled to vote shall elect the members of the Local Committee.

4. At every such meeting such owners, lessees, and occupiers may vote personally or by proxy; and in all cases the voting shall be according to the scale set forth in the Thirteenth Schedule of the *Land Act* 1890.

5. Voting-papers shall be in the form prescribed in Schedule 105 hereto.

6. Every proxy shall be in the form prescribed in Schedule 106 hereto.

7. In case of an equality of votes, the Returning Officer shall have a casting vote, in addition to any vote or votes he may be entitled to as an owner, lessee, or occupier, as the case may be.

8. Upon the result of every such election being ascertained, the Returning Officer shall certify the same to the Minister for the information of the Governor.

*Meetings of Local Committees, Appointment of Officers, and conduct of Proceedings.*

9. Within fourteen days after the first or any subsequent annual election of members of a Local Committee, the members shall meet for the despatch of business, and shall appoint the place where the Local Committee shall meet.

10. At every such meeting or any adjournment thereof, and from time to time when any vacancy shall occur in the office, the Local Committee shall elect one of their number to be Chairman.

11. Every person so elected Chairman shall hold office for the unexpired portion of the year for which he was elected or appointed a member of such Local Committee, provided he continue a member thereof.

12. The meetings of the Local Committees shall be held at intervals of not more than two months, and such meetings shall be convened by circular, delivered personally to each member, or left at or sent by registered letter through the post to his usual or last known place of abode, at least seven days before the date of meeting.

13. Every Local Committee shall appoint competent officers to carry out the provisions of Part 2, Division 5 of the *Land Act* 1890 in an efficient and economical manner. One of such officers shall be called an inspector, who shall also act as secretary, and shall be required to keep regular minutes of the proceedings of the Local Committee, and to attend to correspondence, and all matters connected with the administration of Part 2, Division 5 of the *Land Act* 1890. Press copies of all outward letters shall be preserved.

14. Proper books of account shall be kept, showing moneys received and expended, and the accounts shall be audited not less than once a year, by persons appointed by the Local Committee. Such books shall be open at all times to the inspection of the Minister or any person duly authorized by him.

15. At every ordinary meeting of a Local Committee the following shall be the order of business:—

- 1st. The minutes of the previous meeting shall be read and confirmed.
- 2nd. The bank-book, order-book, and a statement of accounts shall be laid on the table, showing the moneys received and paid since last meeting.

- 3rd. The correspondence and reports shall be read, and, if expedient, orders made thereon.
- 4th. Postponed or adjourned business and motions of which notice has been given shall be dealt with.
- 5th. Then other business and notices of motion shall be taken; but no new business of which notice has not been given at a previous meeting or by circular shall be considered, unless with the consent of all the members present.

*Duties and Powers of Local Committees.*

16. The Local Committee shall have power and is hereby authorized to serve all necessary notices required under Part 2, Division 5, *Land Act* 1890, to insure the destruction of vermin, and such notices shall be held to be duly served if personally delivered to the persons to whom they are addressed, or left at their usual residences or last known places of abode, or if sent to their addresses by registered letter through the post office.

17. The notice under section 194 of the *Land Act* 1890 shall be in the form prescribed in Schedule 107 hereto.

18. In the event of a charge of neglect to kill vermin being made by any owner, lessee, or occupier, against another owner, lessee, or occupier, the Local Committee shall take immediate steps to call upon the inspector to show cause for not having reported on the alleged neglect; and, if the explanation is not deemed satisfactory, the inspector shall be liable to be dismissed.

19. In the event of any owner, lessee, or occupier disputing the accuracy of an inspector's report of neglect, it shall rest with the said owner, lessee, or occupier to prove to the satisfaction of the Local Committee that he has taken necessary and sufficient steps to destroy all vermin upon the land occupied by him. No member of a Local Committee shall sit on the Local Committee when a report of neglect to destroy vermin upon any land in his occupation is being considered.

20. The scalps of all vermin destroyed under the provisions of Part 2, Division 5, of the *Land Act* 1890 within the district shall be delivered to the secretary of the Local Committee thereof, or to some person duly authorized by such Local Committee to receive the scalps, and a certificate in the form of Schedule 108 hereto, signed by such secretary or authorized person, and also by one member of the Local Committee, shall be granted to the person delivering such scalps, which shall be forthwith destroyed by fire in the presence of the persons granting such certificate.

21. The amount specified in any certificate granted in conformity with Part 2, Division 5, *Land Act* 1890, shall be payable on the day mentioned on the face of such certificate, at a place to be fixed by notice in the *Government Gazette*.

22. Within the month of January of each and every year the Local Committee shall cause to be prepared and published in the *Government Gazette* a statement of the receipts and expenditure on the destruction of vermin for the preceding year, and such statement shall be clearly rendered under distinct heads, and show the balance duly certified by two members of the Local Committee, and a copy of such statement shall be forwarded to the Commissioners of Audit.

*Receipt of Moneys payable for the purpose of Destruction of Vermin and Mode of Distribution or Expenditure thereof.*

23. A vermin destruction account shall be opened in the name of the Local Committee with some bank in the district, and, if there is no bank within the district, then with the bank nearest to the usual place of meeting, and all moneys received under Part 2, Division 5, *Land Act* 1890, shall be paid to the credit of such account, which shall be operated on by cheques drawn by the chairman and one member of the Local Committee.

*Enforcement of Rates payable for Destruction of Vermin.*

24. If any rate or assessment under the said Act shall remain unpaid after due notice has been served upon the owner, lessee, or occupier of any land after a day named therein and published in the *Government Gazette*, the Local Committee; or some person by it thereunto authorized in writing under the hand of the Chairman may, at any time, and from time to time thereafter, so long as any money shall remain so unpaid, enter upon any land of such owner, lessee, or occupier, and distrain the cattle, sheep, goods, chattels, and effects, the property of such owner, lessee, or occupier, found thereon, for the amount remaining due and unpaid; and if the amount for which such distraint shall have been levied, together with all reasonable costs of such notice,

entry, and distraint, be not paid within five days after such levy, then the said distress, or so much thereof as shall be sufficient to pay the amount remaining unpaid and costs, may be sold, and any surplus which may remain after payment of such amount and costs and the costs of and incidental to the sale shall be returned to the owner of the cattle, sheep, goods, chattels, and effects distrained, or such amounts and costs may, in the discretion of the Local Committee, be recovered in a summary manner.

*Performance of Duties of Local Committees.*

25. The Minister may authorize any person to inspect lands within the jurisdiction of any Local Committee or Local Committees for the purpose of ascertaining whether such Local Committee or Local Committees are carrying out the provisions of Part 2, Division 5, of the *Land Act* 1890 and these Regulations, and may require a satisfactory explanation from such Local Committee or Local Committees as to why any act or acts which appear to him to be necessary are not being done, and the Minister shall be the sole judge as to the necessity for such act or acts, and may require such act or acts to be done by any Local Committee or Local Committees, and such authorized person shall have all the powers conferred by section 199 of the *Land Act* 1890.

*Generally for carrying out Provisions for Destruction of Vermin.*

26. The inspector of a district shall, before the 1st day of July in every year, visit each Mallee block and allotment throughout his district for the purpose of ascertaining if the necessary steps have been and are being taken to destroy all vermin; and shall report in writing to the Chairman of the Local Committee the result of his inspection. A copy of such report shall afterwards be forwarded to the Minister.

27. Each Local Committee, through its inspector, shall, on application, advise lessees of Mallee blocks or Mallee allotments as to the best means of exterminating vermin, and also furnish recipes for various modes of poisoning.

28. The Minister shall cause the Secretary for Lands to furnish each Local Committee half-yearly with a copy of the sheep and cattle returns made by each lessee within the district of such Local Committee.

SCHEDULE 73.—(CHAPS. I. AND II., PART 3.)

APPLICATION FOR A LEASE OF A MALLEE BLOCK OR MALLEE ALLOTMENT.

I, \_\_\_\_\_ of \_\_\_\_\_ hereby apply for the right to the lease of  
 "mallee block" number \_\_\_\_\_ county of \_\_\_\_\_ parish  
 "mallee allotment" number \_\_\_\_\_  
 containing \_\_\_\_\_ square miles \_\_\_\_\_ acres  
 Dated this \_\_\_\_\_ day of \_\_\_\_\_  
 Signature—  
 Occupation—  
 Postal address—

*Declaration.*

I, \_\_\_\_\_ of \_\_\_\_\_ hereby declare that I am of the full age of eighteen years, and that the statements in reply to the questions hereunder are true and correct in every particular.

Questions.	Statements in Reply.
1. Are you the lessee of any "mallee block" or "mallee allotment"? If so, state number of block or allotment ... ..	
2. Are you the owner of any land in fee simple? If so, state extent and situation, and whether acquired by selection or otherwise ...	
3. Are you the licensee or lessee of any land within the mallee territory? If so, state particulars ... ..	

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

Signature—

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



July 11, 1899.

## SCHEDULE 74.—(CHAP. I., PART 3.)

APPLICATION FOR PERMISSION TO TRANSFER MALLEE BLOCK LEASE.  
 I, \_\_\_\_\_ of \_\_\_\_\_ being the holder of  
 a lease of mallee block number \_\_\_\_\_ county of \_\_\_\_\_ do hereby apply to  
 transfer interest in the lease to \_\_\_\_\_ of  
 mortgage \_\_\_\_\_  
 Dated this \_\_\_\_\_ day of \_\_\_\_\_  
 Signature—  
 Occupation—  
 Postal address—

## SCHEDULE 75.—(CHAPS. I. AND II., PART 3.)

The Governor in Council and the Board of Land and Works have allowed  
 the transfer of the right title and interest of \_\_\_\_\_  
 in and to this lease and the land therein described to \_\_\_\_\_  
 and the said allowance has been registered at the office of the  
 Board of Land and Works this \_\_\_\_\_ day of \_\_\_\_\_  
 President  
 Member.

## SCHEDULE 76.—(CHAP. I., PART 3.)

Office of Lands and Survey,  
 Melbourne,  
 To M \_\_\_\_\_

SIR,  
 I have the honour to inform you that \_\_\_\_\_ the holder of mallee  
 allotment No. \_\_\_\_\_ county of \_\_\_\_\_ of which you appear to be the duly  
 block registered mortgagee, has failed to fulfil and comply with or has committed a  
 registered mortgagee, has failed to fulfil and comply with or has committed a  
 breach of the covenants and conditions of such lease relating to  
 particulars of which are as follows:—  
 and I hereby, in accordance with the provisions of section 14, *Land Act* 1891,  
 notify you of such failure or breach as aforesaid.  
 And further, I hereby notify you that if when three (3) months have elapsed  
 from the date of this notice such covenants and conditions are not duly fulfilled,  
 complied with or observed, such lease will be declared void by the Governor in  
 Council without further notice.

I have the honour to be,  
 SIR,  
 Your most obedient servant,

Secretary for Lands.

## SCHEDULE 77.—(CHAPS. I. AND II., PART 3.)

APPLICATION FOR CONSENT OF BOARD TO CLEAR AND CULTIVATE PORTION OF  
 BLOCK.  
 A MALLEE ALLOTMENT.

I, \_\_\_\_\_ of \_\_\_\_\_ being the lessee of mallee block  
 No. \_\_\_\_\_ county of \_\_\_\_\_ do hereby apply for permission to clear and  
 cultivate the land shown on accompanying tracing to the extent and subject to  
 the restrictions and conditions contained in the *Land Acts* in regard to the  
 mallee country; and I undertake and agree, in the event of the Board's consent  
 being given, to clear and cultivate such land or any part thereof, to pay in  
 respect of the same the rent of One penny per acre per annum as provided by  
 the said Acts.  
 Dated this \_\_\_\_\_ day of \_\_\_\_\_  
 Signature—  
 Postal address—

## SCHEDULE 78.—(CHAP. II., PART 3.)

APPLICATION FOR PERMISSION TO TRANSFER MALLEE ALLOTMENT LEASE.

I, \_\_\_\_\_ of \_\_\_\_\_ being the  
 lessee of the mallee allotment specified in the margin,  
 County— and having paid all rents and fees due thereon, and  
 Allotment— otherwise complied with all the covenants and con-  
 ditions of the lease, hereby apply for the consent, in  
 Area— writing, of the Board of Land and Works to the trans-  
 fer of part of \* the lease to \_\_\_\_\_ of  
 Sq. miles. Acres. \_\_\_\_\_  
 Signature—  
 Occupation—  
 Postal address—

\* If application is for transfer of the whole allotment, strike out the words  
 Part of

## Declaration by Transferor.

I, \_\_\_\_\_ of \_\_\_\_\_ in the colony of Victoria do solemnly  
 and sincerely declare in respect of my lease for mallee allotment \_\_\_\_\_  
 county of \_\_\_\_\_ that \_\_\_\_\_ chains of  
 fencing have been erected on the land of the value of \_\_\_\_\_ per  
 chain; that other improvements have been made upon the said land to the  
 value of £ \_\_\_\_\_ and that my reason for desiring to transfer are  
 And I make this solemn declaration conscientiously  
 believing the same to be true, and by virtue of the provisions of an Act of the  
 Parliament of Victoria rendering persons making a false declaration punishable  
 for wilful and corrupt perjury.

Declared before me at \_\_\_\_\_ in the colony }  
 aforesaid, this \_\_\_\_\_ day of \_\_\_\_\_ in the year of }  
 our Lord One thousand eight hundred and ninety- \_\_\_\_\_ }  
 Justice of the Peace, or Commissioner for  
 taking Declarations and Affidavits.

July 11, 1899.

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Declaration by proposed Transferee.

I, of hereby declare that the area I now desire to obtain by transfer would not, if added to the area already leased by me in the mallee territory under the Land Acts, exceed 20,000 acres; that I am not under eighteen years of age; and that the statements made by me in reply to the questions hereto subjoined are true and correct in every particular.

Table with 2 columns: Questions, Statements in Reply. Contains 3 numbered questions regarding land ownership, lease acquisition, and details of existing leases.

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

Signature—
Occupation—
Postal address—

Declared at in the colony of Victoria, this day of before me, Justice of the Peace in and for the Bailiwick of the colony of Victoria, or Commissioner for taking Declarations and Affidavits.

\*I hereby certify that this declaration was read to the declarant in my presence this day of the Justice of the Peace in and for the Bailiwick of the colony of Victoria, or Commissioner for taking Declarations and Affidavits.

\*The magistrate's signature is only required here in cases where the applicant is a marksman, and can neither read nor write.

SCHEDULE 79.—(CHAP. II., PART 3.)

APPLICATION FOR PERMISSION TO MORTGAGE LEASE OF MALLEE ALLOTMENT.

I, of being the lessee of mallee allotment county of hereby apply to mortgage to of my lease of such allotment.

Dated this day of Signature— Postal address—

SCHEDULE 80.—(CHAP. II., PART 3.)

CERTIFICATE OF ISSUE OF AGRICULTURAL ALLOTMENT LICENCE OR PERPETUAL LEASE.

Office of the Board of Land and Works, Melbourne.

This is to certify that an agricultural allotment, containing an area (as shown on the plan at the foot hereof, and thereon coloured red) of a. r. p. has been excised from mallee allotment No. county parish lessee date of lease and that a licence lease for same bearing date of has issued to

The common seal of the Board of Land and Works was hereunto affixed this day of in the presence of President. Member.

The Registrar of Titles, Titles Office, Melbourne.

SCHEDULE 81.—(CHAP. II., PART 3.)

CERTIFICATE OF PROCLAMATION OF RESUMPTION.

Office of the Board of Land and Works, Melbourne.

This is to certify that a proclamation of resumption has been published in the Government Gazette of page in respect of A. R. P. being that part of mallee allotment No. county parish held under lease by as shown by the plan at the foot hereof, and thereon coloured red, and dated

Date of proclamation The common seal of the Board of Land and Works was hereunto affixed this day of in the presence of President. Member.

The Registrar of Titles, Titles Office, Melbourne.

## SCHEDULE 82.—(CHAP. II., PART 3.)

APPLICATION TO SURRENDER PART OF MALLEE ALLOTMENT IN FAVOUR  
OF WIFE OR CHILD OF LESSEE.

A. R. P.  
County—  
Parish—  
Allotment—

I hereby apply for permission to surrender to Her Majesty the Queen such part of the mallee allotment specified in the margin hereof as is indicated on the accompanying sketch in order that a new mallee allotment lease of the surrendered part may be granted to my wife or child

Dated this            day of             
Signature—  
Postal address—

## Declaration.

I,            of            in the colony of Victoria do solemnly and sincerely declare in respect of my lease for mallee allotment county of            that            chains of fencing have been erected on the land of the value of            per chain; that other improvements have been made upon the said land to the value of £            and that my reason for desiring to transfer are            And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of an Act of the Parliament of Victoria rendering persons making a false declaration punishable for wilful and corrupt perjury.

Declared before me at            in the colony }  
aforesaid, this            day of            in the year of }  
our Lord One thousand            }  
Justice of the Peace, or Commissioner for  
taking Declarations and Affidavits.

## SCHEDULE 83.—(CHAP. II., PART 3.)

THIS INDENTURE made the            day of            between the within-named            of the one part, and Her Majesty Queen Victoria of the other part Witnesseth that for divers good causes and considerations him thereunto moving the said            doth by these presents absolutely surrender unto Her Majesty her heirs and successors all and singular the lands and hereditaments mentioned and described in the within presents To hold the said lands and hereditaments unto Her Majesty her heirs and successors as of her and their first and former estate and freed and absolutely discharged and exonerated from the within lease and every clause condition covenant and agreement therein contained.

In witness whereof the said            hath hereunto subscribed and affixed his name and seal the day and year first above written.

Signed sealed and delivered by the said            in the presence of

## SCHEDULE 84.—(CHAP. III., PART 3.)

APPLICATION FOR SURRENDER OF LICENCE AND FOR CLASSIFICATION OF  
AGRICULTURAL ALLOTMENT.

Parish—  
Allotment—  
Section—  
AREA.

I hereby apply for permission to surrender to Her Majesty the Queen my licence in respect of the agricultural allotment specified in the margin hereof, and to have the allotment classified.

A. R. P.  
Date of licence  
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State here whether you desire the new licence under *residence* or *non-residence* clause.

State whether you require the licence (if residence clause) under ordinary or varied conditions *re* payments.

Signature—  
Occupation—  
Postal address—

## Declaration.

I,            of            hereby declare that the replies to the questions hereunder are true and correct in every particular.

Questions.	Statements in Reply.
1. Do you hold the allotment <i>bonâ fide</i> for your sole use and benefit?	
2. Have you resided on or within 5 miles of the allotment specified above, and if so for what period since date of licence?	
3. State generally nature and value of improvements effected on the allotment?	

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

Declared at            in the colony of Victoria, this  
day of            before me            Justice of the Peace  
in and for the            Bailiwick of the colony of Victoria, or  
Commissioner for taking Declarations and Affidavits.

July 11, 1899.

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SCHEDULE 85.—(CHAP. III., PART 3.)  
APPLICATION FOR AN AGRICULTURAL ALLOTMENT LICENCE (RESIDENCE OR NON-RESIDENCE).

\* Here state name in full, place of abode and occupation. I, of hereby apply for a residence or non-residence licence to occupy as an agricultural allotment the land described hereunder; and\*\*

\*\* If applicant's case entitles him to have the term of his licence curtailed under section 21 of Mallee Lands Act 1896, he can here state his desire to have the licence so curtailed, mentioning the term.

Table with 3 columns: Situation and Area of Land applied for, Description of Land applied for, and Report by Land Officer. Includes fields for County, Parish, Allotment, Section, and Extent.

Signature—  
Occupation—  
Postal address—

Declaration.

I, of hereby declare that I have selected, in the mallee country acres and no more; that no selection made by me under the present or any previous Land Act or Acts has been forfeited or cancelled for the wilful evasion of the provisions of any Land Act or Acts; that the area I now desire to obtain would not, if added to the area already selected by me in the mallee country exceed acres of first or second class land; that I am not under eighteen years of age; and that with respect to this application I am not an agent or a servant of, or a trustee for any other person; that I have not entered into nor promised to enter into any agreement to permit any other person to acquire by purchase or otherwise the allotment in respect of which this application is made, or any part thereof, or my interest therein, or the usufruct thereof; that I intend to occupy the allotment for my own use and benefit solely; and that the statements in reply to the questions hereto are true and correct in every particular.

Table with 2 columns: Questions and Statements in Reply. Contains 3 numbered questions regarding land ownership, previous land acquisition, and residence details.

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

Declared at in the colony of Victoria, this day of before me Justice of the Peace in and for the Bailiwick of the colony of Victoria, or a Commissioner for taking Declarations and Affidavits.

\* The magistrate's or commissioner's signature is only required here in cases where the applicant is a marksman, and can neither read nor write. \* I hereby certify that this declaration was read to the declarant in my presence this day of Justice of the Peace in and for the Bailiwick of the colony of Victoria, or a Commissioner for taking Declarations and Affidavits.

NOTE.—This application will not be received by the Land Officer unless accompanied by a "Certificate of Registration," which can be obtained from any Receiver of Revenue on payment of a fee of One pound. If the applicant is the lessee of the mallee allotment out of which he applies to select an agricultural allotment, the payment of the fee for "Certificate of Registration" is not required.

SCHEDULE 86.—(CHAP. III., PART 3.)

NOTICE OF INTENTION TO BE ABSENT FROM SELECTION.

Extent of land— Being the holder of a residence licence to occupy as an agricultural allotment the land specified in the margin hereof, I hereby notify that it is my intention to be absent from the allotment for a period not exceeding commencing on and terminating on both inclusive, and that my address during such absence will be and I request you to register such absence in accordance with the provisions of the Land Acts.

A. R. P. : :  
 Parish—  
 Allotment—  
 Section—  
 Date of licence— Dated this day of  
 Signature—  
 Postal address—  
 Witness—

SCHEDULE 87.—(CHAP. III., PART 3.)

APPLICATION FOR PERPETUAL LEASE IN LIEU OF LEASE OR LICENCE.

County— I hereby apply for permission to surrender my lease or licence in respect of the agricultural allotment specified in the margin hereof, and to obtain a perpetual lease of such allotment. My lease or licence is unencumbered.

Parish—  
 Allotment—  
 Section—  
 A. R. P. : :  
 Signature—  
 Occupation—  
 Postal address—

Declaration.

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

Questions.	Statements in Reply.
(1) Do you hold the allotment <i>bona fide</i> for your sole use and benefit?	
(2) Are you in occupation of the land?	
(3) If not, state by whom occupied and the yearly rental for the use of the land?	

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

Signature—

Declared at in the colony of Victoria, this day of before me Justice of the Peace in and for the Balliwick of the colony of Victoria; or a Commissioner for taking Declarations and Affidavits.

† The magistrate's signature is only required here in cases where the applicant is a marksman, and can neither read nor write.  
 † I hereby certify that this declaration was read to the declarant in my presence this day of Justice of the Peace in and for the Balliwick of the colony of Victoria; or a Commissioner for taking Declarations and Affidavits.

SCHEDULE 88.—(CHAP. III., PART 3.)

APPLICATION BY LICENSEE FOR CONVERSION.

Extent of land— Being the holder of a residence non-residence licence to occupy as an agricultural allotment the land specified in the margin hereof, I hereby request that my present licence may be converted into a residence non-residence licence.

A. R. P. : :  
 Parish—  
 Allotment—  
 Section—  
 Date of licence— Signature—  
 Occupation—  
 Postal address—

Declaration.

I, of being the holder of a licence to occupy the above-mentioned allotment, declare as follow:—

1. That I have paid all fees due on the said licence.
2. That I have not at any time assigned or sublet the said allotment or any part thereof, or transferred my interest therein, in whole or in part.
3. That I have complied with all the other conditions of the said licence.
4. That I make this application in conformity with the provisions of the Land Acts, and not in violation of any of them.
5. That the statements made and the answers given by me in reply to the questions hereto are true and correct in every particular.

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*Fencing.*

Description thereof.	No. of Chains.	Cost per Chain.	Total Cost.
Is the land all enclosed according to licensed boundaries? (See paragraph marked * <i>post.</i> )			£ s. d.
Have you arranged with occupiers of adjoining lands for payment of any portion of the dividing fences?			
<i>Buildings.</i>			
Description.	Dimensions.	Materials.	
<i>Water Storage.</i>			
Description.	Dimensions, &c.		
Dam ... ..			
Tank ... ..			
Well ... ..			
<i>All other Improvements.</i>			
Particulars of Nature and Cost.			
Total Cost of Improvements ... ..			£

How long have you resided on this land continuously }  
 during the currency of your licence? ... .. }  
 If the condition of residence has not been complied with, }  
 state the reason ... .. }  
 \* If the land is not enclosed, state the reason ... .. }

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

Signature—

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

† The magistrate's or commissioner's signature is only required here in cases where the applicant is a marksman, and can neither read nor write. † I hereby certify that this declaration was read to the declarant in my presence this \_\_\_\_\_ day of \_\_\_\_\_ Justice of the Peace in and for the \_\_\_\_\_ Bailiwick of the colony of Victoria, or a Commissioner for taking Declarations and Affidavits.

SCHEDULE 89.—(CHAP. III., PART 3.)

APPLICATION TO REGISTER A LICENCE LIEN.

County—

Parish—

Allotment—

Extent of Land—

A. R. P.

Date of licence—

Being the holder of or applicant for a licence to occupy as an agricultural allotment the land specified in the margin hereof, upon which improvements to the value £ \_\_\_\_\_ have been effected, as stated in the declaration hereto, I hereby apply to register a "licence lien" on the said improvements in favour of \_\_\_\_\_ of \_\_\_\_\_ for the sum of £ \_\_\_\_\_

Signature—

Occupation—

Postal address—

*Declaration.*

I, \_\_\_\_\_ of \_\_\_\_\_ being the holder of or applicant for a licence to occupy the above-mentioned allotment declare as follow :—

1. That I have paid all fees due on the said land.
2. That I have not at any time assigned or sublet the said allotment or any part thereof, or transferred my interest therein, in whole or in part.
3. That I make this application in conformity with the provisions of the Land Acts, and not in violation of any of them.
4. That the statement made and the answers given by me in reply to the questions hereto are true and correct in every particular.

*Fencing.*

Description thereof.	No. of Chains.	Cost per Chain.	Total Cost.
Is the land all enclosed? ... (See paragraph marked * on next page.)			£ s. d.
Have you arranged with occupiers of adjoining lands for payment of any portion of the dividing fences? ...			
<i>Cultivation.</i>			
Number of Acres Cultivated.	Cost per Acre.	Nature of Crop.	
<i>Buildings.</i>			
Description.	Dimensions.	Materials.	
<i>Water Storage.</i>			
Description.	Dimensions, &c.		
Dam ...			
Tank ...			
Well ...			
<i>All other Improvements.</i>			
Particulars of Nature and Cost.			
Total Cost of Improvements ... .. £			

How many rooms does your dwelling-house contain? ...  
 Is it permanently attached to the soil of this allotment? ...  
 Have you resided here continuously? ...  
 Have you any other place of abode? If so, where? ...  
 Where does your family reside? ...  
 If the condition of residence has not been complied with, }  
 state the reason ... }  
 If the condition of cultivation has not been complied with, }  
 state the reason ... }  
 \* If the land is not enclosed, state the reason ...

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

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

Signature—  
 † I hereby certify that this declaration was read to the declarant in my presence this \_\_\_\_\_ day of \_\_\_\_\_

† The magistrate's or commissioner's signature is only required here in cases where the applicant is a marksman, and can neither read nor write.  
 Justice of the Peace in and for the \_\_\_\_\_ Balliwick of the colony of Victoria, or a Commissioner for taking Declarations and Affidavits.

NOTE.—The fee for registration of a licence lien is One pound, which must be paid at the time of making the application.

SCHEDULE 90.—(CHAP. III., PART 3.)

FORM WHICH MAY BE USED AS A LICENSEE'S LIEN ON HIS IMPROVEMENTS.

Parish— \_\_\_\_\_ of \_\_\_\_\_ being the holder  
 Allot. No. \_\_\_\_\_ of a licence to occupy the agricultural allotment specified  
 Section— \_\_\_\_\_ in the margin hereof, in consideration of £ \_\_\_\_\_ which I  
 Extent of land— \_\_\_\_\_ have received from \_\_\_\_\_ of \_\_\_\_\_  
 do hereby give the said \_\_\_\_\_ a preferable lien  
 A. R. P. \_\_\_\_\_ (to the extent of the said sum and the interest hereinafter  
 : : \_\_\_\_\_ mentioned) on all my improvements on the said allot-  
 Date of licence— \_\_\_\_\_ ment; and it is hereby agreed that the said  
 shall be entitled to interest at the rate of \_\_\_\_\_ per  
 centum per annum on the sum of £ \_\_\_\_\_ advanced  
 as aforesaid, and that the said sum of £ \_\_\_\_\_ shall be  
 repaid on the \_\_\_\_\_ day of \_\_\_\_\_ and  
 the interest aforesaid shall be payable half-yearly from  
 the date hereof.  
 Dated this \_\_\_\_\_ day of \_\_\_\_\_  
 Witness— \_\_\_\_\_  
 Signature— \_\_\_\_\_

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SCHEDULE 91.—(CHAP. III., PART 3.)

LICENCE LIEN.

A lien on the improvements made on the land represented in this licence for the sum of pounds, in favour of of has this day been registered in the Crown Lands Office, Melbourne.

Date—

Secretary for Lands.

[SCHEDULE 92.—(CHAP. III., PART 3.)

ENCUMBRANCES.

Description.	Name of the Parties thereto.	Amount.
Licence lien—		

SCHEDULE 93.—(CHAP. III., PART 3.)

I, of being registered as the holder of a licence lien for the sum of pounds on the improvements made on the licensed holding of being allotment section containing a. r. p. in the parish of hereby notify that the said lien has been discharged, and desire that the registration may be cancelled.

Dated this day of

Signature—

Postal address—

Witness to signature—

Justice of the Peace in and for the Bailiwick of the colony of Victoria, or Commissioner for taking Declarations and Affidavits.

SCHEDULE 94.—(CHAP. III., PART 3.)

APPLICATION TO REGISTER TRANSFER OF A LICENCE LIEN.

I, of being the holder of a registered licence lien on the improvements effected on the licensed holding of being allotment section parish of containing acres, and all rents and fees due on such holding having been paid to date hereby transfer all my right, title, and interest in the said licence lien to of, and I hereby apply for registration of such transfer.

I forward herewith licence No. day of

Signature—

Postal address—

Witness—

ACCEPTANCE OF TRANSFER OF LICENCE LIEN BY PROPOSED TRANSFERREE.

I, of hereby accept the transfer of the above-mentioned licence lien, subject to approval of application to register the transfer.

Dated this day of

Signature—

Postal address—

Witness—

NOTE.—The fee for registration of transfer of a licence lien is One pound, which must be paid at the time of making the application.

SCHEDULE 95.—(CHAP. III., PART 3.)

I, of being the holder of a licence to occupy the agricultural allotment specified herein (allotment section containing acres) in the parish of upon the improvements on which I have executed a licence lien in favour of of hereby acknowledge that I am still indebted to the said in the total amount set forth in such lien.

Dated this day of

Signature—

Postal address—

Witness—

SCHEDULE 96.—(CHAP. III., PART 3.)

This lien has been transferred to of and such transfer has been registered in the Crown Lands Office, Melbourne. Dated this day of

Secretary for Lands.

SCHEDULE 97.—(CHAP. III., PART 3.)

DECLARATION BY NON-RESIDENCE LICENSÉE AS TO COMPLIANCE WITH IMPROVEMENT CONDITION.

Extent of land— I, of being the holder of a non-residence licence to occupy as an agricultural allotment the land specified in the margin, declare as follow:— 1. That I have paid all fees due on the said licence. 2. That I have not at any time assigned or sublet the said allotment or any part thereof, or transferred my interest therein in whole or in part. 3. That before the end of the year from the commencement of the said licence I made upon the said allotment permanent and substantial improvements of the value of pound for every acre and fractional part of an acre contained therein. 4. That I now apply for a certificate in conformity with the provisions of the Land Acts, and not in violation of any of them.



5. That the statements made and the answers given by me in reply to the questions hereto are true and correct in every particular.

*Fencing.*

Description thereof.	No. of Chains.	Cost per Chain.	Total Cost.
Is the land all enclosed? ...			£ s. d.
Have you arranged with occupiers of adjoining lands for payment of any portion of the dividing fences?			

*Cultivation.*

Number of Acres Cultivated.	Cost per Acre.	Nature of Crop.

*Buildings.*

Description.	Dimensions.	Materials.

*Water Storage.*

Description.	Dimensions, &c.
Dam ... ..	
Tank ... ..	
Well ... ..	

*All other Improvements.*

Particulars of Nature and Cost.
Total Cost of Improvements ... .. £

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

Signature—  
Occupation—  
Postal address—

Declared at \_\_\_\_\_ in the colony of Victoria, this \_\_\_\_\_ day of \_\_\_\_\_ before me \_\_\_\_\_ Justice of the Peace in and for the \_\_\_\_\_ Bailiwick of the colony of Victoria, or a Commissioner for taking Declarations and Affidavits. I hereby certify that this declaration was read to the commissioner's signature declarant in my presence this \_\_\_\_\_ day of \_\_\_\_\_ cases where the applicant is a marksman, and can neither read nor write. Justice of the Peace in and for the \_\_\_\_\_ Bailiwick of the colony of Victoria, or a Commissioner for taking Declarations and Affidavits.

SCHEDULE 98.—(CHAP. III., PART 3.)

INTERIM CERTIFICATE FOR IMPROVEMENTS.

Office of the Board of Land and Works,  
Melbourne.

This is to certify that substantial and permanent improvements to the value of \_\_\_\_\_ for every acre or fractional part of an acre contained in allotment \_\_\_\_\_ of section \_\_\_\_\_ in the parish of \_\_\_\_\_ comprising \_\_\_\_\_ acres \_\_\_\_\_ roods \_\_\_\_\_ perches held under a non-residence licence by \_\_\_\_\_ of \_\_\_\_\_ since \_\_\_\_\_ have been made on the said allotment, and that the said \_\_\_\_\_ has proved to the satisfaction of the Board that he has complied with the improvement condition of the said licence as far as required before the end of the \_\_\_\_\_ year of the currency thereof.

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

President.  
Member.

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SCHEDULE 99.—(CHAP. III, PART 3.)

APPLICATION FOR LEASE OR CROWN GRANT OF AN AGRICULTURAL ALLOTMENT  
 Extent of land— Being the holder of a licence to occupy as an agricultural allotment the land specified in the margin hereof, and having occupied the said land for a period of at least years, and having complied with the conditions of such licence, I hereby apply for a <sup>\*Lease</sup> <sub>Grant</sub> of the said land, and for the certificate of the Board of Land and Works for the improvements thereon; and I furnish in support of this application the particulars set forth in my subjoined declaration.  
 Parish—  
 Allotment—  
 Section—  
 Date of licence—

\* If a lease be applied for, the word grant should be struck out and vice versa.

Signature—  
 Occupation—  
 Postal address—

Declaration.†

I, of being the holder of a licence to occupy the above-mentioned allotment, declare as follow :—  
 1. That I have paid all fees due on the said licence.  
 2. That I have not at any time assigned or sublet the said allotment or any part thereof, or transferred my interest therein in whole or in part.  
 3. That within years from the issue of the said licence the said allotment was enclosed with a good and substantial fence.  
 4. That within from the issue of the said licence, and thenceforward during the continuance thereof, I occupied for a period not less than the said allotment.  
 5. That before the end of the year from the commencement of the said licence I made upon the said allotment permanent and substantial improvements of the value of for every acre and fractional part of an acre contained therein.  
 6. That I have complied with all the other conditions of the said licence.  
 7. That I make this application in conformity with the provisions of the Land Acts, and not in violation of any of them.  
 8. That the statements made and the answers given by me in reply to the questions hereto are true and correct in every particular.

Fencing :—	Description thereof.	No. of Chains.	Cost per Chain.	Total Cost.
	Is the land all enclosed according to licensed boundaries? (See paragraph marked * post.)			£ s. d.
	Have you arranged with occupiers of adjoining lands for payment of any portion of the dividing fences? .. .. .			
	Who are the occupiers of the adjoining lands?			
Buildings :—	Description.	Dimensions.	Materials.	
Water storage :—	Description.	Dimensions, &c.		
	Dam ... .. .			
	Tank ... .. .			
	Well ... .. .			
All other improvements :	Particulars of Nature and Cost.			
	Total Cost of Improvements ... .. .			£

How many rooms does your dwelling-house contain? ... .. .

Is it permanently attached to the soil of this allotment? ... .. .

How long have you occupied the land continuously during the currency of licence? ... .. .

† If the licensee is not in a position to declare to clauses 3, 4, and 5, he is at liberty to strike them out, and to explain fully the cause of his non-compliance with the conditions therein specified.



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SCHEDULE 103.—(CHAP. III., PART 3.)

APPLICATION FOR AN AGRICULTURAL ALLOTMENT UNDER PERPETUAL LEASE.

\*Here state I, of name in full, hereby apply for a perpetual lease as an agricultural allotment place of abode, of the land described hereunder. and occupation.

Table with 3 columns: Situation and Area of Land applied for, Description of Land applied for, and Report by Land Officer. Includes fields for County, Parish, Allotment, Section, Extent, Date and hour of receipt of application, and Date of transmission of order to surveyor.

Signature— Occupation— Postal address—

Declaration.

I, of hereby declare that I have selected in the mallee country ... acres and no more; that no selection made by me under the present or any previous Land Act or Acts has been forfeited or cancelled for the wilful evasion of the provisions of any such Act or Acts; that the area I now desire to obtain would not, if added to the area already selected by me in the mallee country, exceed acres first-class land, or acres second-class land; that I am not under eighteen years of age; that with respect to this application I am not an agent, or a servant of, or a trustee for, any other person; that I have not entered into nor promised to enter into any agreement to permit any other person to acquire by purchase or otherwise the allotment in respect of which this application is made, or any part thereof, or my interest therein, or the usufruct thereof; and that the statements made by me in reply to the questions hereto subjoined are true and correct in every particular.

Table with 2 columns: Questions and Statements in Reply. Contains questions about land ownership and previous land acquisition.

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

Declared at in the colony of Victoria, this day of before me Justice of the Peace in and for the Bailiwick of the colony of Victoria, or a Commissioner for taking Declarations and Affidavits. \* I hereby certify that this declaration was read to the declarant in my presence this day of Justice of the Peace in and for the Bailiwick of the colony of Victoria, or a Commissioner for taking Declarations and Affidavits.

NOTE.—This application will not be received by the land officer unless accompanied by a "Certificate of Registration," which can be obtained of any Receiver of Revenue on payment of a fee of One pound.

If the applicant is the lessee of the mallee allotment out of which he applies to select an agricultural allotment the payment of the fee for "Certificate of Registration" is not required.

SCHEDULE 104.—(CHAP. III., PART 3.)

APPLICATION TO SURRENDER PERPETUAL LEASE WITH A VIEW TO ISSUE OF AN AGRICULTURAL ALLOTMENT LICENCE.

I hereby apply for permission to surrender to Her Majesty the Queen my perpetual lease of allotment of section parish of with a view to the issue to me of an agricultural allotment licence in respect of such allotment.

The written approval of the mortgagee is transmitted herewith.

Signature— Occupation— Postal address—

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## Declaration.

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

Questions.	Statements in Reply.
(1) Do you hold the allotment <i>bona fide</i> your sole use and benefit?	
(2) Are you in occupation of the land?	
(3) If not, state by whom occupied and the yearly rental for the use of the land?	

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

Signature—

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

† The magistrate's signature is only required here in cases where the applicant is a marksman, and can neither read nor write. † I hereby certify that this declaration was read to the declarant in my presence this \_\_\_\_\_ day of \_\_\_\_\_ Justice of the Peace in and for the \_\_\_\_\_ Bailiwick of the colony of Victoria.

## SCHEDULE 105.—(CHAP. V., PART 3.)

## VOTING-PAPER.

I, \_\_\_\_\_ the undersigned, being the owner of block No. \_\_\_\_\_ sheep, \_\_\_\_\_ cattle, depasturing on mallee [or Nos. \_\_\_\_\_] [or lessee of mallee allotment No. \_\_\_\_\_] county of \_\_\_\_\_ and entitled to \_\_\_\_\_ votes for the election of members of the Local Committee for the \_\_\_\_\_ Vermin District hereby vote for \_\_\_\_\_ as members of the Local Committee for the said district. Dated this \_\_\_\_\_ day of \_\_\_\_\_

* Signature.	Address.	Number of Votes.

\* If the vote is given by proxy, the voting-paper should be signed A. B. [person entitled to vote] by his duly authorized proxy.

I, \_\_\_\_\_ the undersigned, the lessee of mallee allotment No. \_\_\_\_\_ county of \_\_\_\_\_ situated in \_\_\_\_\_ Vermin District, and entitled to one vote for the election of members of the Local Committee for the \_\_\_\_\_ Vermin District hereby vote for \_\_\_\_\_ as members of the Local Committee for the said district. Dated this \_\_\_\_\_ day of \_\_\_\_\_  
Signature—

## SCHEDULE 106.—(CHAP. V., PART 3.)

## FORM OF PROXY.

I, \_\_\_\_\_ of \_\_\_\_\_ being the lessee of mallee block No. \_\_\_\_\_ on which I am running \_\_\_\_\_ sheep, \_\_\_\_\_ cattle, mallee allotment No. \_\_\_\_\_ situate in \_\_\_\_\_ Vermin District, and entitled to \_\_\_\_\_ votes for the election of members of Local Committee for the said district, hereby appoint \_\_\_\_\_ of \_\_\_\_\_ as my proxy to vote for me on my behalf at the election of members of the said Committee to be held on the \_\_\_\_\_ day of \_\_\_\_\_ As witness my hand this \_\_\_\_\_ day of \_\_\_\_\_ Signed by the said \_\_\_\_\_ in the presence of \_\_\_\_\_

I, \_\_\_\_\_ the undersigned, the lessee of mallee allotment No. \_\_\_\_\_ county of \_\_\_\_\_ situate in \_\_\_\_\_ Vermin District, and entitled to one vote for the election of members of Local Committee for the said district, hereby appoint \_\_\_\_\_ of \_\_\_\_\_ as my proxy to vote for me on my behalf at the election of members of the said Committee to be held on the \_\_\_\_\_ day of \_\_\_\_\_ As witness my hand this \_\_\_\_\_ day of \_\_\_\_\_ Signed by the said \_\_\_\_\_ in the presence of \_\_\_\_\_

## SCHEDULE 107.—(CHAP. V., PART 3.)

## FORM OF NOTICE.—SECTION 194.

To \_\_\_\_\_ lessee of mallee  
We, \_\_\_\_\_ do hereby, under and by virtue of the 194th section of Part II, Division 5 of the *Land Act 1890*, give you notice and require you to destroy all vermin upon mallee block No. \_\_\_\_\_ or mallee allotment No. \_\_\_\_\_ occupied by you, within thirty days of the service hereof upon you. And we do further give you notice

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that, if you fail to destroy such vermin within the time aforesaid, we, or some other person authorized by us, will enter upon the said mallee block or mallee allotment, and use such means as may seem expedient to take and destroy vermin and remove the carcasses or any portion thereof, and for that purpose, if deemed necessary, will stop any burrows or holes, and after forty-eight hours' notice to you and the adjoining owners, lessees, and occupiers (if any) will burn or destroy any brushwood or fences on such land which may be found to harbour vermin.

Dated this \_\_\_\_\_ day of \_\_\_\_\_  
Chairman of Local Committee.

SCHEDULE 108.—(CHAP. V., PART 3.)

CERTIFICATE OF DESTRUCTION.

We hereby certify that \_\_\_\_\_ of \_\_\_\_\_ in the district of \_\_\_\_\_ delivered to us the scalps of \_\_\_\_\_ destroyed within this district, and more particularly described below, and that he is entitled to receive payments for the same to the amount of \_\_\_\_\_ And we further certify that such scalps have been duly destroyed in our presence.

Member of Committee.  
Secretary.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_

PART IV.—SAW-MILL AND TIMBER LICENCES.

STATE FORESTS, TIMBER RESERVES, AND OTHER CROWN LANDS.

Chapter I.

GENERAL PROVISIONS.

1. Notwithstanding anything hereinafter contained, holders of miners' rights, and all persons on whose behalf a consolidated miner's right is held, are hereby empowered to cut any live or dead wood save and except as hereinafter mentioned, and to remove the same from any Crown land in reserves for the growth and preservation of timber, provided such land be within a radius of ten miles of the post office at Beechworth, and be referred to in Proclamation dated the 24th day of April, 1899.
2. Blackwood of every kind, and ironbark timber which at a height of 2 feet from the surface of the ground is of less diameter than 18 inches, and timber of any kind whatsoever for the purposes of sale, shall not be felled or removed, and are expressly exempted from the provisions of the foregoing clause.
3. Every licence-fee mentioned in this Chapter shall, unless otherwise expressly provided, be payable quarterly in advance.
4. No licence to cut and take away any valuable timber or live or dead wood in towns, boroughs, or townships, or to occupy a site for a saw-mill, shall be issued unless and until the application for it has been approved.
5. Every licence mentioned in this Chapter shall be personal, and, unless otherwise provided, shall be in the form prescribed in Schedule 109 hereto, or as near thereto as circumstances will permit, and shall be subject to such special condition or conditions as may in any case be deemed necessary.
6. The interest of the Crown in any timber cut under a licence shall not cease until such timber has been transported to the nearest main road, and if any timber cut by the licensee is transported by any other person, such other person shall hold a licence.
7. Every licensed jinker or log-carrriage shall have painted thereon the name of its owner.
8. No licence for felling undergrowth and timber other than eucalyptus or for the exclusive right of cutting timber, or for a jinker to transport timber to a saw-mill on private land, or to occupy a site for a saw-mill, shall be issued unless and until the application for it has been approved by the Minister.
9. Smoking in the open air or the lighting of fires out-of-doors for any purpose whatsoever, including the burning of logs in order to obtain rabbits or other vermin, is strictly prohibited within the boundaries of any State forest during the months of December, January, and February, except under "Special Permit."

FORMS OF LICENCES.

10. All licences under this Part, except those for saw-mills and felling undergrowth and timber other than eucalyptus shall be in the form prescribed in Schedule 109 hereto.

## Chapter II.

## SAW-MILLS.

1. Licences to occupy sites for saw-mills may be issued at an annual fee in each case of not less than Ten pounds. The area of any such site shall not exceed five acres, and the boundaries thereof shall be described in the licence, which shall be in the form and subject to the conditions prescribed in Schedules 110 and 111 hereto. No site shall be taken possession of or plant deposited thereon, except by virtue of such licence, or the written consent of the Minister pending the issue of the licence.

2. Every application for a licence shall be made in the form prescribed in Schedule 112 hereto, and shall be accompanied by a deposit of Three pounds, which may be applied towards payment of the fees for occupation in the event of the application being approved; but should the application not be sanctioned, the deposit, or such portion thereof as the Minister may direct, shall be returned to the applicant. A sketch plan showing the position of the proposed site as nearly as possible shall accompany each application.

## LICENCES TO FELL EUCALYPTUS TIMBER OTHER THAN REDGUM FOR SUPPLY OF A SAW-MILL.

3. Licences may be issued to fell for saw-mill purposes eucalyptus timber other than redgum on such State forest, timber reserve, or other Crown lands as shall be specified therein. If the timber be felled in a State forest or timber reserve the fee shall be One pound five shillings per quarter; but if the timber be felled, with the special permission of the Minister, on land leased as a grazing area, or if the timber be felled on other Crown lands, the fee shall in each case be Twelve shillings and sixpence per quarter, and the licence in every case shall be, so far as consistent with these regulations, subject to the conditions specified in Schedule 113 hereto.

4. Fellers in connexion with saw-mills shall, in every case, be licensed.

## JINKER LICENCES.

5. Licences may be issued to transport by jinkers or log-carriages, to saw-mills on public or private lands, timber cut within the boundaries of State forests, timber reserves, or other Crown lands, and shall be subject to the conditions specified in Schedule 114 hereto.

6. The fee for each such jinker or log-carriage, if it be engaged in transport of timber from a State forest or timber reserve to a licensed saw-mill on Crown lands, shall be Three pounds per quarter; and if it be engaged in transport of such timber to a saw-mill on private land beyond a distance of two miles from any licensed saw-mill on Crown lands, Four pounds per quarter; but the Minister, if he thinks fit, may dispense with the restriction as regards distance.

7. The fee for a jinker or log-carriage if engaged in the transport of timber on Crown lands other than a State forest or timber reserve, shall be Two pounds ten shillings per quarter if the saw-mill be on Crown lands, and if it be on private lands, Three pounds ten shillings per quarter.

## Chapter III.

## HEATHCOTE AND RUSHWORTH FOREST DISTRICTS.

1. Timber, other than redgum, on the undermentioned Crown lands, timber reserves, and State forests, shall, from the date hereof, be sold under special permit and royalty only, at the prices hereafter stated, and subject to the conditions specified in Schedule 115 hereto; but licences current shall remain in force until their expiration by effluxion of time, and contracts now existing for the supply of timber shall not be affected by this regulation.

## HEATHCOTE STATE FOREST DISTRICT.

Forest.	Parishes.
Moormbool, 90,000 acres	Costerfield, Dargile, Redcastle, Heathcote, Moormbool East, Moormbool West, Part of Wirrate, and Cherrington. The other parishes are in the Rushworth District, as described in <i>Government Gazette</i> , 1892, p. 4295.

## HEATHCOTE STATE FOREST DISTRICT—continued.

Forest.	Parishes.
Warrowitue, 32,000 acres	Warrowitue, Heathcote, Costerfield, Moorn- bool West, East Puckapunyal, Panyule, and Tooborac, as described in <i>Government Gazette</i> , 1892, p. 4295.
Heathcote, 5,250 acres	Town of Heathcote and parish of Heathcote, as described in <i>Government Gazette</i> , 1892, p. 4295.
Crosbie, 6,000 acres	Parish of Crosbie, as described in <i>Government Gazette</i> , 1881, p. 3082.
Knowsley, 3,000 acres	Parish of Knowsley, as described in <i>Govern- ment Gazette</i> , 1880, p. 1691.
"15-inch area"	Fifteen miles from Heathcote P.O., as pub- lished in <i>Government Gazette</i> , 1890, p. 4021.
"18-inch area" Graytown	As published in <i>Government Gazette</i> , 1897, p. 2882.

## RUSHWORTH STATE FOREST DISTRICT.

The State forests, timber reserves, and Crown lands in the parishes of Moora, Whroo, Bailieston, Wirate, Gobarup, Waranga, Murchison, Mitchell, Shepparton, and Mooroopna.

The payment to be made for forest produce under this Regulation shall be on the following scale:—

Saw-mill logs of box or ironbark (two kinds), 5s. per 1,000 feet super.
Fencing posts, 4s. per 100.
Fencing rails, 6s. per 100.
Vine stakes, 1s. 6d. per 100.
Palings, 1s. 6d. per 100.
Wheel spokes, 1s. per 100.
Wheel naves, 2d. each.
Firewood, green, 3d. per ton measurement.
Firewood, dry, 2d. per ton measurement.
Mining slabs, 4s. per 100.
Piles, beams, cattle-pit timber, poppet legs, stringers, and all kinds of large timber—Up to 10 feet in length, 2s.; up to 15 feet in length, 3s.; up to 20 feet in length, 4s.; 2d. for each additional foot over 20 feet.
Telegraph poles, 2s. 6d. each.
Straining posts, 6d. each.
Panelling props, 3d. per 100.
Mining props in Rushworth district, 6", per 100 feet, 1s.; 8", per 100 feet, 1s. 9d.; 10", per 100 feet, 4s.; 12", per 100 feet, 6s.
Mining props in Heathcote district, 6", per 100 feet, 1s. 9d.; 8", per 100 feet, 2s. 3d.; 10", per 100 feet, 4s. 3d.

## Chapter IV.

## SPLITTERS' LICENCES.

1. Licences may be issued to wood-splitters to cut, split, and take away when split from State forests, timber reserves, or other Crown lands stringybark, box, messmate, ironbark, oak, gum, or other kinds of eucalyptus, excepting redgum. The fee for every such licence, if it includes ironbark and oak, shall be One pound per quarter; otherwise Ten shillings per quarter; and the licences shall be subject to the conditions specified in Schedules 116 and 117 hereto respectively.

## Chapter V.

## LICENCES TO CUT TIMBER FOR PURPOSES OTHER THAN SAW-MILL OR SPLITTING.

1. Licences may be issued to cut and take away eucalyptus timber, other than redgum, for the purpose of obtaining piles or for purposes other than saw-mill or splitting from such State forest, timber reserve, or Crown lands as shall be described in the licence, which shall be subject to the conditions prescribed in Schedule 118 hereto, and to payment of the following fees:—Ironbark logs not exceeding ten feet in length, Two shillings each; not exceeding fifteen feet in length, Three shillings each; and not exceeding twenty feet in length, Four shillings each; every additional foot, lineal measurement, Twopence; other kinds of eucalyptus, one-half the rates specified.



2. Licences may be issued to cut and take away from such Crown lands (not being State forests or timber reserves) as are specified therein, gum (excepting the kinds known as redgum and ironbark), stringybark, box, messmate, and other kinds of eucalyptus. Every such licence shall be subject to the conditions specified in Schedule 119 hereto, and to a quarterly fee of Five shillings.

3. Licences may be issued to cut and take away oak and eucalyptus timber, including ironbark, but not including redgum, from such Crown lands (not being State forests or timber reserves) as are specified therein. Every such licence shall be subject to the conditions specified in Schedule 116 hereto, and to the payment of a quarterly fee of One pound.

4. Licences may be issued to cut and take away from such Crown lands, other than State forests or timber reserves, as are specified therein, blackwood, pine, sassafras, beech, or other valuable timber, excepting redgum; and every such licence shall be subject to the payment of a quarterly fee of Two pounds ten shillings and to the conditions specified in Schedule 120 hereto.

5. Licences may be issued to cut and take away live or dead wood, excepting redgum, from Crown lands in cities, towns, or boroughs; and every such licence shall be subject to such conditions and such fee as the Minister in each case thinks fit.

6. Licences may be issued to cut and take away dead wood, other than redgum, from timber reserves and other Crown lands not being State forests; and every such licence shall be subject to the conditions specified in Schedule 121 hereto, and to payment of a fee of Two shillings and sixpence (2s. 6d.) per quarter.

#### Chapter VI.

##### SLEEPER HEWING FROM LIVE OR DEAD WOOD IN STATE FORESTS, TIMBER RESERVES, OR ON OTHER CROWN LANDS.

1. Permits may be issued to wood-carters to cut or hew and take away railway sleepers from such portions of State forests, timber reserves, or other Crown lands as may be approved by the Minister.

2. Every such permit shall be in the form and shall be subject to the conditions specified in Schedule 122 hereto.

#### Chapter VII.

##### PERMITS TO CUT TIMBER OR HEW SLEEPERS ON CROWN LAND LEASED AS A GRAZING AREA.

1. Every application for permission to cut timber on a grazing area leasehold shall be in the form, and be accompanied by the consent of the lessee, specified in Schedule 123 hereto.

2. When the consent of the lessee to the application cannot be obtained, the applicant shall state fully his reasons for desiring to cut timber or hew sleepers on the particular block, and the application may then be considered by the Minister.

3. With the application the applicant shall forward an undertaking in the form of Schedule 124 hereto, and shall deposit with the Secretary for Lands the sum of Twelve pounds ten shillings to guarantee the fulfilment of the conditions of his licence if granted, such deposit to be returned to the licensee at the expiration of the term of his licence upon the certificate of the District Crown lands bailiff, or of the lessee of the grazing area, that all the conditions of the licence have been complied with, provided that the Minister may in any special case order that such greater or lesser sum be deposited as he may deem necessary.

4. The sum to be deposited in connexion with every application to hew sleepers only on land so leased shall be Five pounds, and the permit shall be in the form prescribed in Schedule 122 hereto.

#### Chapter VIII.

##### LICENCES FOR DEAD WOOD.—STATE FORESTS.

1. Licences may be issued to cut and take away dead wood other than redgum from State forests; and every such licence shall be subject to the conditions specified in Schedule 125 hereto and to a fee of Five shillings (5s.) per quarter.

2. The following lands are hereby expressly exempted from the operation of this Regulation :—

- You Yangs Plantation and open forest.
- Majorca Plantation.
- Havelock State Forest.
- Creswick State Forest.
- Linton and Scarsdale State Forest.
- Heathcote and Rushworth State Forest.
- Gunbower State Forest.
- Barmah and Yielima State Forest.
- Terrick Terrick State Forest.
- Lands within a radius of 10 miles of the Bendigo Post Office.
- Lands within a radius of 5 miles of the Maryborough Post Office.
- Lands within a radius of 5 miles of the Ballarat Post Office.

Chapter IX.

LICENCES FOR UNDERGROWTH AND TIMBER OTHER THAN EUCALYPTUS.

1. Licences, available for three months, may be issued to fell and remove undergrowth and timber, other than eucalyptus, at the undermentioned rates, viz.:—

	£	s.	d.
For undergrowths commonly known as hazel and dogwood	...	...	1 10 0
For other description of undergrowth and timber other than eucalyptus not less than Ten shillings nor more than Five pounds as may be fixed by the Minister.			

2. Every licence shall be subject to the conditions specified in Schedule 126 hereto.

3. Applications shall be addressed to "The Secretary for Lands, Melbourne," and shall specify the kind of undergrowth or timber required, and the forest, timber reserve, or other Crown lands from which it is desired to obtain the undergrowth or timber.

Chapter X.

LICENCES FOR EXCLUSIVE RIGHT TO CUT TIMBER OTHER THAN REDGUM.

1. There may be issued, subject to the conditions specified in Schedule 127 hereto, licences conferring the exclusive right to cut timber on specified portions of State forests, timber reserves, or other Crown lands not exceeding in any instance 1,000 acres.

2. Every such licence shall be for a term not exceeding one year, and shall be subject to a monthly rental of not less than One pound for every 100 acres.

3. The rental shall be fixed in each case by the Minister, and shall be paid in advance in respect of the whole period for which the licence is issued.

4. The licensee, or any person employed by him on or about the land, shall not be required to hold any other authority to cut timber within the area licensed.

5. The non-compliance with or the non-performance of any of the obligations specified in the licence shall render such licence null and void.

Chapter XI.

THINNING LICENCES.

1. Licences may be issued to fell and remove timber of less than eighteen inches diameter in such State forest or timber reserve, or any part thereof, or other Crown lands as shall be described in the licence.

2. Every such licence shall be subject to the conditions specified in Schedule 128 hereto, and shall be for a term not exceeding one year.

3. The amount of licence-fee shall be fixed in each case by the Minister, but shall not be less than Two shillings per acre per annum.

## Chapter XII.

## Wombat State Forest.

## PERMITS TO CUT AND REMOVE LIVE TIMBER.

1. Special permits may be issued to cut and remove live timber from that portion of the Wombat State Forest described in Proclamation bearing date 14th June, 1898, and published in the *Government Gazette* of 17th June, 1898, page 2443, on the conditions specified in Schedule 129 hereto.

## PERMITS TO CUT AND REMOVE PROPS.

2. Special permits may be issued to cut and remove props from that portion of the Wombat State Forest described in Proclamation bearing date 14th June, 1898, and published in the *Government Gazette* of 17th June, 1898, p. 2443.

3. Every such permit shall be for a term not exceeding twelve months, and shall be subject to the conditions specified in Schedule 130 hereto.

4. The payment to be made for the props shall be on the following scale:—

12-inch props,	8s. per 100 running feet.
10-inch props,	3s. per 100 running feet.
8-inch props,	1s. 9d. per 100 running feet.
6-inch props,	9d. per 100 running feet.

## Chapter XIII.

## FELLING AND REMOVAL OF REDGUM TIMBER AND PAYMENT FOR SAME BY MEASUREMENT.

1. The amount to be paid for redgum timber shall be in accordance with the following scale:—

<i>Milling Timber.</i> —	5s. per 1,000 feet super.
<i>Piles.</i> —	7s. 6d. up to 12 feet; 12s. up to 20 feet; and 15s. each up to 25 feet in length, and 6d. per foot beyond that length in addition.
<i>Telegraph Poles.</i> —	2s. 6d. each up to 25 feet in length, and 1d. per foot beyond that length in addition.
<i>Scaffold Poles.</i> —	1s. 6d. each up to 20 feet. Poles for this purpose shall not exceed 6 inches in diameter at the large end. Halfpenny per foot in addition for each foot over 20 feet in length.
<i>Posts.</i> —	5s. per 100.
<i>Rails.</i> —	8s. per 100.
<i>Struts (split).</i> —	15s. per 100.
<i>Straining Posts.</i> —	2s. each.
<i>Split Wood.</i> —	2s. per cord.
<i>Rough Deadwood.</i> —	One or two horse load, 1s.; three or four horse load or bullock-waggon load, 1s. 6d.

*Dry Redgum Timber.*

Within the following areas, namely:—The Timber reserves fronting the River Murray, in the parishes of Colbram, Burramine, and Bundalong, and also the Timber reserve fronting the River Owens, in the parish of Peechelba, the payment to be made for *dry redgum timber* for the under-mentioned purposes shall be on the following scale:—

Posts	...	...	...	3s. per 100.
Rails	...	...	...	4s. per 100.
Struts	...	...	...	7s. 6d. per 100.
Straining posts	...	...	...	1s. each.
Split wood	...	...	...	1s. per cord.

The regulations relating to redgum timber shall also apply to all other classes of timber within the Gunbower, Barmah, and Terrick Terrick State Forests, and payment for such timber shall be made in accordance with the following scale:—

*Pine Timber.*

Milling timber,	10s. per 1,000 feet super.
Piles, not under 18 inches in diameter,	20s. each.
Telegraph poles,	10s. each up to 20 feet in length, and 3d. for each additional foot beyond that length.
Posts,	12s. per 100.
Rails,	18s. per 100.
Struts (split),	20s. per 100.
Straining posts up to 9 feet in length,	4s. each.
Firewood (dead wood),	2s. per cord.

Half rates shall be charged for posts and rails if obtained from dead wood lying on the ground or from the debris of milling timber.

No pine tree which at a height of two (2) feet from the ground is less than 15 inches in diameter shall be cut for any purpose, except under the special authority of the Minister.

*Box Timber or any other Eucalypt except Redgum and Ironbark.*

Milling timber,	4s. per 1,000 feet super.
Sleepers,	3d. each.
Sleepers (from dead wood only),	2d. each.
Piles,	7s. each up to 25 feet in length, and 2d. for each additional foot beyond that length.
Scaffold poles,	1s. each up to 20 feet in length, and ½d. for each additional foot beyond that length. Poles for this purpose must not exceed 8 inches in diameter at the centre of the pole.

Posts, 4s. per 100.  
 Rails, 6s. per 100.  
 Struts (split), 8s. per 100.  
 Straining posts up to 9 feet in length, 2s. each.  
 Dead wood (split), 2s. per cord.  
 Rough dead wood, 1-horse load, 1s. ; 2-horse load, 1s. 3d. ; 4-horse load or bullock-waggon load, 1s. 6d.

Half rates shall be charged for posts and rails if obtained from dead wood lying on the ground or from the debris of milling timber.

No live box or other eucalyptus timber which at a height of 2 feet from the ground is less than 20 inches in diameter shall be cut for any purpose, except under the special authority of the Minister.

2. Licensees of special areas shall have all timber felled for them removed to a site to be fixed upon by the district forester or forest officer. This site, which may be upon a licensed mill site, if convenient, shall be called a depôt, and at such depôt all timber shall be stacked and the quantity measured by the district forester or forest officer, who will make due allowance for bark, faults, shakes, gumwells, hollows, dry rot, and other imperfections. The timber so stacked shall be paid for as provided herein, and shall not be removed from the depôt until branded by the district forester or forest officer for that purpose. The measurements shall be made by the district forester or forest officer in the presence of the licensee or his representative.

3. Timber felled by persons other than licensees of special areas may be removed to a depôt and treated as in Clause 2 preceding, or may be measured standing and so branded by the district forester or forest officer for removal. In this latter case the timber must be neither felled nor removed until branded by the district forester or forest officer, and the receipt for payment produced to him for inspection. The timber shall be measured in the presence of the purchaser or his agent.

4. Each individual employed in felling, removing, or working redgum timber other than the licensee or purchaser shall be provided with an official permit. Such permits shall be issued on application to the district forester or forest officer in the form of Schedule 131 hereto, and at the instance of the licensee or purchaser, but the Minister may refuse any such permit at his discretion. Any person other than the licensee or purchaser found felling, removing, or operating upon any redgum timber shall be liable to be prosecuted, and for the purposes of these regulations all redgum timber felled shall be considered the property of the Crown until paid for and removed.

5. Under no circumstances whatsoever shall timber be removed until branded for the purpose as provided in these regulations:

6. The district forester or forest officer shall provide the licensee or purchaser with a pay-slip, showing the quantity of timber purchased and the amount to be paid. The sum named shall be paid at the receipt and pay office mentioned in the pay-slip within seven days of the purchase, and the timber shall not be removed from the locality where it has been felled, or from the depôt in the case of one having been provided, until the receipt for payment for the timber shall have been produced to the district forester or forest officer. If, however, it can be shown that special circumstances require it, payment may be made, notwithstanding any other provision in these regulations, at such time and in such manner as the Minister may direct.

7. Saw-millers may obtain the exclusive right to fell redgum timber, on royalty, on an area not exceeding 1,000 acres, should the Minister see fit to grant a licence therefor, at the rate of 10s. per month for 100 acres or portion thereof, but no person or firm shall be permitted to hold more than 1,000 acres in one or more areas at any one time. These areas shall be known as "special areas," and every holder of such area or areas shall be entitled, within the boundaries of any such area, to a saw-mill site not exceeding 5 acres in extent, for the purpose of operating on redgum timber obtained under these regulations. The locality of such site shall be approved by the district forester or forest officer, and no fee shall be charged for the site. All timber remaining upon a "special area" after the expiration of the licence for the same shall revert to the Crown. The Minister may, however, should the circumstances in his opinion warrant a concession, grant a stated time after the expiration of a "special area" licence for the removal of any timber purchased by the licensee under these regulations.

8. Licences shall be granted, at the discretion of the Minister to saw-millers of not more than 5 acres in a State forest as a site for a saw-mill for the purpose of therein operating upon timber obtained under these regulations: The fee for such site shall be 10s. per month in advance.

9. Surveys of saw-mill sites and "special areas" shall be effected, if considered necessary by the Department, at the expense of the applicant, and under any regulations as to surveys of such sites and areas.

10. Every jinker or log-carriage employed in the removal of redgum timber under these regulations shall be duly licensed, and the number of the licence and name of the owner legibly and permanently painted thereon. The nominal fee shall be 5s. for each licence, which shall be subject to the conditions specified in Schedule No. 114 hereto.

11. In the event of any saw-miller or employé committing a breach of his licence or permit, or of these Regulations, the Minister may cancel his licence or permit, or may direct that no further timber be supplied to him.

12. The quantity of sound timber in any tree shall be calculated by the district forester or forest officer, and paid for as at a height of 2 feet from the ground, notwithstanding that the purchaser may fell the tree at any greater height to suit his convenience, or because the land is flooded.

13. Trees felled and paid for, and not removed to a licensed mill or depôt within 30 days, unless an extension of time be granted, in writing, by the Minister, shall revert to and again become the property of the Crown.

14. No person shall be permitted to fell and remove a further quantity of redgum timber until the previous quantity obtained under any permit by him shall have been paid for, and the receipt produced to the district forester or forest officer.

15. No redgum tree shall be felled for saw-mill purposes which, at the height of 2 feet from the ground, measures less than 30 inches in diameter.

16. Faulty trees only shall be granted under these Regulations by the Minister for the supply of posts and rails to farmers in the vicinity, at the rate provided in the foregoing scale.

17. Preference may be given as regards the granting of "special areas" to contractors for the supply of redgum timber for important public works.

18. The Minister may, at his discretion, refuse any application for redgum timber under these Regulations, and may close, by *Gazette* notice, for any stated time, any State forest or timber reserve, or other area of Crown lands, or portion or portions thereof, and during such stated time no redgum tree shall be felled on the area affected, excepting for departmental purposes.

19. Redgum timber shall be felled and removed only under these Regulations, and any person or persons otherwise felling, cutting, or removing redgum timber shall be liable to prosecution.

20. The foregoing Regulations shall also apply to ironbark timber in the Killawarra State Forest.

#### Chapter XIV.

##### STRIPPING OF WATTLE BARK.

1. Any person duly authorized by the Governor in Council in that behalf may from time to time grant to any applicant a licence to strip and remove bark from any wattle trees on any Crown lands, not within a State forest or timber reserve, and specified in such licence.

2. No person although he be duly licensed shall, unless he hold a special permit signed by the Secretary for Lands, cut or remove bark from wattle trees on any reserved land situate on the bank of any river or creek or on any other Crown lands that have been either temporarily or permanently reserved for any specific purpose.

3. Every such licence shall be available for the season commencing on the first day of September in any year, and ending on the first day of March following and no longer, and shall be in the form and subject to the conditions contained in Schedule 132.

4. The fee for every such licence shall be One pound ten shillings, and shall be payable in advance.

5. The cutting of wattle trees on Crown lands within one mile from the shores of Port Phillip Bay and its arms is prohibited.

6. Licences may be issued for the exclusive right of stripping and removing bark from wattle trees on Crown land leased as a grazing area. Every such licence shall be available for the season commencing on the first day of September in any year, and ending on the first day of March following, and no longer, and shall be subject to the conditions specified in Schedule 133 hereto and to payment in advance of a fee of Two pounds.

July 11, 1899.

2864

SCHEDULE 109.—(CHAP. I., PART 4.)

Fee per —£ V.  R. No.

VICTORIA.

Section 99 of the Land Act 1890.


KNOW ALL MEN that I, being in that behalf duly authorized by the Governor of the Colony of Victoria, do hereby, in pursuance of the Land Act 1890, give and grant to of in consideration of the payment of the sum of , and subject to the fulfilment of the conditions printed or written on the back hereof, full licence and authority to enter upon, on and after date hereof, and to occupy for and no longer, the Crown lands described in the schedule hereto for the following purpose, that is to say :— To obtain and remove therefrom.

Schedule.

All these Crown lands Licensing Agent.

Countersigned— Issuer authorized by the Treasury. This licence shall have no effect until countersigned by the Issuer authorized by the Treasury. N.B.—Be careful to observe that this licence expires on the day of

SCHEDULE 110.—(CHAP. II., PART 4.)

Corr. No. Number of licence— Fee per annum, payable as follows :— V.  R. This number should be quoted in any correspondence relating to this licence.

VICTORIA.

Schedule of Payments.

Table with columns: £, s., d., Initials of Receiver, Date of Receipt. Rows: On delivery of this licence, On 1st April, On 1st July, On 1st October. Department of Lands and Survey, Melbourne.

SECTION 99, THE LAND ACT 1890.

KNOW ALL MEN that I, the undersigned, being in that behalf duly authorized by the Governor of the Colony of Victoria, do hereby, in pursuance of the Land Act 1890, give and grant to of in consideration of the payment of the annual sum of pounds shillings pence, in instalments as specified in the schedule prefixed hereto in advance, to the Receiver of Revenue at subject to the fulfilment of the conditions printed or written on the back hereof full licence and authority, so far as regards the surface, to enter upon on and after date hereof, and to occupy until and no longer, the Crown lands more particularly described or delineated in the schedule hereto, for the following purpose, that is to say :—

Schedule.

Table with columns: Description, Diagram where necessary. Description: All the Crown land situate at in the parish of containing acres roods perches, or thereabouts, as per diagram annexed, subject to any modification of boundaries of the site that may be deemed necessary at any time during the currency of this licence.

Signature—

N.B.—Be careful to observe that this licence expires on the day of This licence, together with the receipt for the current quarter's fee, must be produced at all times when demanded, and must be produced to the Receiver whenever money is being tendered on account thereof.

## CONDITIONS UNDER WHICH THIS LICENCE IS ISSUED.

1. The land described in this licence shall not be sublet.
2. This licence shall be produced by the licensee upon the request of any bailiff of Crown lands or police constable or officer.
3. When the holder of the licence does any act which, if it were done without licence, would be punishable as trespass, or if he fail to produce his licence when asked to do so by any bailiff of Crown lands or any police constable or officer, he shall be conclusively deemed to be a person not licensed or otherwise authorized to do such act within the meaning of the 114th section of the *Land Act 1890*.
4. The non-observance or non-compliance with, or the non-performance of, any of the obligations or conditions specified in this licence shall render this licence null and void, and the Minister may thereupon cause the land in respect to which this licence has been granted to be re-entered upon and dealt with as unoccupied Crown land.
5. If, during the period for which this licence is issued, the Governor deem the resumption of the whole or any part of the land described in this licence necessary for public purposes, the Governor may resume possession of the land, or of part thereof, without giving compensation to the licensee for so doing, at the expiration of three months after the licensee has been served with a notice under the seal of the Board of Land and Works of the intention to resume possession of the land, or of part thereof.
6. *Any holder of a miner's right or of a licence to search for metals or minerals or of a gold mining or mineral lease shall have the right and shall be allowed to enter upon the land and search for gold, silver, copper, tin, antimony, coal, and other metals and minerals, and mineral ores, and to mine thereon, and to erect and occupy mining plant or machinery, within the area without making compensation to the licensee for surface or other damage, provided always that such portions of the land as shall be occupied by buildings shall be secure from such intrusion, unless with the consent of the licensee.*

## SCHEDULE 111.—(CHAP. II., PART 4.)

## SPECIAL CONDITIONS OF LICENCE FOR A SITE FOR A SAW-MILL.

1. No building shall be erected outside of the boundaries of the licensed site.
2. No goats shall be kept by licensee or by person or persons in his employment within the State forest, or Timber reserve (if any), wherein the mill is situated.
3. Licensee shall forward half-yearly to the Minister a statutory declaration of the number of men employed by him under licences in felling and transporting timber for feeding his mill, and that no unlicensed men have been so employed by him.

## SCHEDULE 112.—(CHAP. II., PART 4.)

## APPLICATION FOR A SITE FOR A SAW-MILL.

I hereby apply for a licence under the *Land Act 1890* to occupy the land hereunder described for the purpose of

Dated this                    day of

   Situation and Extent of Land Applied for—

   Signature in full—

   Occupation—

   Postal address—

## SCHEDULE 113.—(CHAP. II., PART 4.)

## CONDITIONS OF LICENCE TO FELL EUCALYPTUS TIMBER OTHER THAN REDGUM FOR SUPPLY OF SAW-MILL ONLY.

1. The fee shall be £1 5s. per quarter, payable in advance, where the timber is obtained within a State forest or Timber reserve.
2. The fee shall be 12s. 6d. per quarter, payable in advance, where the timber is obtained from Crown lands other than State forests or Timber reserves.
3. No live tree which at a height of two feet from the surface of the ground is of less diameter than twenty-four inches shall be cut down or removed.
4. No tree shall be felled so as to obstruct any track in use for transport of timber or stores.
5. Within a period of one month from the felling of any tree, the portion thereof not required for slabs, palings, shingles, posts, rails, props, or manufacturing purposes shall be so disposed of by the licensee as not to encumber the ground.
6. This licence is personal, and shall be produced by the holder thereof when asked so to do by any bailiff of Crown lands or police constable.
7. This licence shall not be available for any area over which an exclusive right to cut timber shall have been granted, nor for any land leased as a grazing area except by the express permission of the Minister.
8. Where a licence is issued over land leased as a grazing area, when twenty trees have been felled all debris therefrom shall be gathered up and burned to the satisfaction of the officer in charge.
9. The stripping of bark from any standing live tree is prohibited.

## SCHEDULE 114.—(CHAPS. II. AND XIII., PART 4.)

## CONDITIONS OF LICENCE FOR JINKER OR LOG-CARRIAGE.

1. Every licensed jinker or log-carriage shall have painted thereon the name of its owner.
2. This licence shall be liable to revocation at any time without any liability to satisfy any claim by the licensee for compensation.
3. The licence shall be produced by the holder thereof when asked so to do by any bailiff of Crown lands or police constable.

## SCHEDULE 115.—(CHAP. III., PART 4.)

## HEATHCOTE AND RUSHWORTH FOREST DISTRICTS.

## CONDITIONS OF PERMIT FOR TIMBER OTHER THAN REDGUM.

1. Applications shall be made to the Secretary for Lands through the officer in charge of the district, who will arrange for the work to proceed without delay immediately upon issue of permit.
2. The officer in charge will locate the permit holder in any particular portion of Crown lands, Timber reserve, or State forest under his supervision which is, in his opinion, most suitable, and when necessary mark the trees which may be felled with the broad arrow, thus †. He will also give the permit holder instructions generally how to proceed with the work.
3. All forest produce cut under this regulation must be branded with the Crown brand by the officer in charge, and paid for before removal from the place where felled, but the forest officer may, in his discretion, arrange for branding at any depôt or railway station.
4. A sum of not less than £2 must be deposited by permit holders who obtain prop and other timber, as a guarantee of strict obedience to the conditions of the permit.
5. Permit holders must stack and burn all débris when directed so to do by the officer in charge, and to his satisfaction or that of the supervising officer. In the event of any wilful breach of these conditions the Hon. the Minister may cancel the permit, forfeit the deposit, and seize the timber already cut as the property of the Crown.
6. If the permit holder removes, or allows to be removed, unbranded timber cut under his permit, without special authority in writing from the officer in charge, legal proceedings will be taken against him under the provisions of the *Land Act 1890* or *Crimes Act 1890*, and any person having unbranded timber in his possession, cut under a permit, and without having written authority from the forest officer for the possession of same, will also be prosecuted under the provisions of the *Land Act 1890* or *Crimes Act 1890*.
7. All permits are personal, and must be produced, on demand, to any forest officer, Crown lands bailiff, or police constable.
8. This regulation shall apply to the following areas, including State forests, Timber reserves, and Crown lands in the Heathcote and Rushworth forest districts.
9. The forest officer may instantly suspend any permit pending the decision of the Hon. the Minister, and during such suspension the permit shall have no force or effect.

## SCHEDULE 116.—(CHAPS. IV. AND V., PART 4.)

## CONDITIONS OF LICENCE TO CUT, SPLIT, AND TAKE AWAY IRONBARK AND OTHER KINDS OF EUCALYPTUS TIMBER EXCEPT REDGUM.

1. No live tree which at a height of two feet from the ground is less than twenty-four inches in diameter shall be cut down, and no timber shall be removed which is of less size than specified, except as set forth in condition 10.
2. Not more than three trees shall be felled prior to the cutting and splitting up of such trees.
3. No logs shall be cut for supply of saw-mills.
4. No live tree shall be used merely for the purpose of obtaining bark therefrom, and the stripping of bark from any live tree is prohibited.
5. No tree shall be felled so as to obstruct any path in use for transport of timber or stores.
6. Within the period of one month from the felling of any tree, the portion thereof not required for slabs, palings, shingles, posts, rails, props, or manufacturing purposes shall be so disposed of by the licensee as not to encumber the ground.
7. This licence is personal, and shall be produced by the holder thereof when asked so to do by any bailiff of Crown lands or police constable.
8. This licence shall not be available for any area over which an exclusive right to cut timber shall have been granted, nor for any land leased as a grazing area, except by the express permission of the Minister.
9. Where licence is issued over Crown land leased as a grazing area, when twenty trees have been felled all débris therefrom shall be gathered up and burned to the satisfaction of the officer in charge.
10. When this licence is used for the purpose of cutting and taking away oak only, the licensee shall be permitted to cut down oak trees which, at a height of two feet from the ground, are not less than twelve inches in diameter.
11. This licence shall not empower the licensee to fell or remove timber for the purpose of hewing railway sleepers, or for piles, poppet legs, large beams, or logs of any kind.



## SCHEDULE 117.—(CHAP. IV., PART 4.)

CONDITIONS OF LICENCE TO CUT, SPLIT, AND TAKE AWAY EUCALYPTUS  
TIMBER OTHER THAN REDGUM OR IRONBARK.

1. No live tree which at a height of two feet from the surface of the ground is of less diameter than twenty-four inches shall be cut down or removed unless the live tree be in a State forest or Timber reserve within a radius of fifteen (15) miles from the Chiltern Post Office, in which case the minimum diameter shall be eighteen inches.
2. Not more than three trees shall be felled prior to the cutting and splitting up of such trees.
3. No logs shall be cut for supply of saw-mills.
4. No live tree shall be used merely for the purpose of obtaining bark therefrom, and the stripping of bark from any standing live tree is prohibited.
5. No tree shall be felled so as to obstruct any path in use for transport of timber or stores.
6. Within the period of one month from the felling of any tree, the portion thereof not required for slabs, palings, shingles, posts, rails, props, or manufacturing purposes shall be so disposed of by the licensee as not to encumber the ground.
7. This licence is personal, and shall be produced by the holder thereof when asked so to do by any bailiff of Crown lands or police constable.
8. This licence shall not be available for any area over which an exclusive right to cut timber shall have been granted, nor for any land leased as a grazing area, except with the express permission of the Minister.
9. This licence shall not empower the licensee to fell timber for the purpose of hewing railway sleepers, or for obtaining piles, poppet legs, beams, or large timber of any description.
10. Where a licence is for Crown land leased as a grazing area, when twenty trees have been felled all debris therefrom shall be gathered up and burned to the satisfaction of the officer in charge.

## SCHEDULE 118.—(CHAP. V., PART 4.)

CONDITIONS OF LICENCE TO CUT EUCALYPTUS TIMBER FOR PURPOSES OTHER  
THAN SAW-MILL OR SPLITTING.

1. Payment of fee shall be made by licensee in advance.
2. No tree of less than twenty-four inches diameter at a height of two feet from the ground shall be felled or removed.
3. No tree shall be felled so as to obstruct any track in use for transport of timber.
4. Trees shall only be felled in the area described in licence.
5. Every tree felled shall have the name or initials of the licensee legibly marked thereon.
6. No greater number of trees shall be felled than are necessary for supply of the quantity of timber specified in the licence.
7. The receipt for payment of fees shall be produced by the holder thereof when required by any bailiff of Crown lands.
8. No timber shall be removed until it has been examined and branded by the forester in charge or Crown lands bailiff mentioned in licence.
9. Within the period of one month from the felling of any tree, the portion thereof not required for slabs, palings, shingles, posts, rails, props, or manufacturing purposes shall be so disposed of by the licensee as not to encumber the ground.
10. The stripping of bark from any standing live tree is prohibited.
11. This licence shall not be available for any area over which an exclusive right to cut timber shall have been granted, nor for any land leased as a grazing area, except with the express permission of the Minister.
12. Where a licence is issued over Crown land leased as a grazing area, when twenty trees have been felled all debris therefrom shall be gathered up and burned to the satisfaction of the officer in charge.

## SCHEDULE 119.—(CHAP. V., PART 4.)

CONDITIONS OF LICENCE FOR FELLING EUCALYPTUS TIMBER, EXCEPT  
REDGUM AND IRONBARK.

1. Payment of licence-fee shall be made by the licensee in advance at the commencement of each quarter.
2. No timber shall be cut or taken away with the exception of gum (not including redgum and ironbark), stringybark, box, messmate, or other kinds of eucalyptus.
3. Not more than three trees shall be felled before they are cut up.
4. One person only shall cut or take away timber under one licence, and the interest of the State in such timber shall not cease until it has been transported from the place wherein it has been cut to the nearest main road.
5. Licences shall be liable to revocation at any time by the Board of Land and Works without any liability to satisfy any claim by the said licensees for compensation.
6. This licence is personal, and must be produced by the licensee upon the request of any bailiff of Crown lands or any police constable.
7. This licence is not available for any area over which an exclusive right to cut timber shall have been granted.
8. Timber must not be cut under this licence for the supply of a saw-mill.
9. No tree shall be felled merely for the purpose of obtaining bark therefrom, and the stripping of bark from any standing live tree is prohibited.
10. Within the period of one month from the felling of any tree, the portion thereof not required for slabs, palings, shingles, posts, rails, props, or manufacturing purposes shall be so disposed of by the licensee as not to encumber the ground.

11. This licence is not available for lands leased under section 32 of the Land Acts 1884 or 1890, except by express permission of the Minister of Lands.

12. This licence does not empower the licensee to fell timber for the purpose of hewing sleepers or for the purpose of obtaining piles.

SCHEDULE 120.—(CHAP. V., PART 4.)

CONDITIONS OF LICENCE FOR CUTTING AND TAKING AWAY BLACKWOOD, PINE, SASSAFRAS, BEECH, OR OTHER VALUABLE TIMBER, OTHER THAN REDGUM, FROM CROWN LANDS NOT BEING STATE FORESTS OR TIMBER RESERVES.

1. Payment of fee shall be made by the licensee in advance.
2. No timber shall be cut or taken away, with the exception of blackwood, pine, sassafras, beech, or other valuable timber.
3. Not more than three trees shall be felled before they are cut up.
4. One person only shall cut or take away timber under one licence, and the interest of the State in such timber should not cease until it has been transported from the place wherein it has been cut to the nearest main road.
5. Licences shall be liable to revocation at any time without any liability to satisfy any claim by the said licensees for compensation.
6. This licence is personal, and must be produced by the licensee upon the request of any bailiff of Crown lands or of any police constable.

SCHEDULE 121.—(CHAP. V., PART 4.)

CONDITIONS OF LICENCE FOR CUTTING AND TAKING AWAY DEAD WOOD FROM TIMBER RESERVES AND OTHER CROWN LANDS NOT BEING STATE FORESTS.

1. Payment of licence-fee shall be made by the licensee in advance at the commencement of each quarter.
2. No timber shall be cut or taken away, with the exception of dead wood of gum (not including redgum), stringybark, box, messmate, ironbark, or other kinds of eucalyptus.
3. Not more than three trees shall be felled before they are cut up.
4. One person only shall cut or take away timber under one licence, and the interest of the State in such timber shall not cease until it has been transported from the place wherein it has been cut to the nearest main road.
5. Licences shall be liable to revocation at any time by the Board of Land and Works, without any liability to satisfy any claim by the said licensees for compensation.
6. This licence is personal, and must be produced by the licensee upon the request of any bailiff of Crown lands or of any police constable.
7. This licence is not available for any area over which an exclusive right to cut timber shall have been granted.
8. Timber must not be cut under this licence for the supply of a saw-mill.
9. No tree shall be felled merely for the purpose of obtaining bark therefrom.
10. Within the period of one month from the felling of any tree, the portion thereof not required for slabs, palings, shingles, posts, rails, props, or manufacturing purposes shall be so disposed of by the licensee as not to encumber the ground.
11. This licence is not available for lands leased under section 32 of the *Land Act* 1884 or 1890, except by express permission of the Minister of Lands.
12. No logs which have been cut for a saw-mill and bear the saw-miller's brand upon them shall be deemed "dead wood" within the meaning of this licence, unless the same have been condemned by the Crown lands bailiff after the saw-miller has been requested to remove the same.

SCHEDULE 122.—(CHAPS. VI. AND VII., PART 4.)

PERMIT TO HEW SLEEPERS.

SLEEPER-HEWING PERMIT available for \_\_\_\_\_ sleepers in the  
parish of \_\_\_\_\_ issued by \_\_\_\_\_

This permit is issued to \_\_\_\_\_ for the purpose of hewing  
railway sleepers on the area stated above, and no other, subject to the  
following conditions:—

1. This permit shall be available for a period of \_\_\_\_\_ months  
from \_\_\_\_\_
2. Sleeper hewing in every district shall be under the direct supervision of the forester or forest officer in charge, who shall mark or brand (with the broad arrow thus A) all trees that are to be felled, and should any hewer fell unbranded trees his permit shall be at once cancelled.
3. No sleepers shall be removed from any Timber reserve, State forest, or other Crown lands until they are counted and branded with the "Crown" brand by the forester or forest officer and paid for by the permit-holder, or until approved and satisfactory arrangements are made for such payment.
4. Any person removing or having in his possession unbranded sleepers shall be liable to prosecution.
5. The royalty charge shall be 3d. per sleeper for live wood and 2d. per sleeper for dead wood. Sleepers six (6) feet and under in length may however be cut either from live wood or from dead wood, on payment of a royalty charge of Twopence (2d.) each. Dead wood shall consist of debris from saw-milling or other timber operations, and timber killed by having been ringbarked, whether standing or lying on the ground.

6. The permit-holder shall stack, ready for burning, all tops of trees and other débris caused by his operations, to the full satisfaction of the forester or forest officer.

I hereby agree to strictly abide by the foregoing conditions.  
Dated this

day of  
Signature—  
Witness to signature—

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SCHEDULE 123.—(CHAP. VII., PART 4.)

APPLICATION TO CUT TIMBER ON CROWN LAND LEASED AS A GRAZING AREA.

I hereby apply for permission to cut timber \*  
upon the Grazing Area, being allotment \_\_\_\_\_ parish of \_\_\_\_\_  
now held under lease by \_\_\_\_\_, whose consent is appended  
hereto, and I forward herewith the undertaking and deposit of money pre-  
scribed by the Regulations.

Signature—  
Postal address—

Date—

(\* Specify kinds of timber.)

I hereby consent to the foregoing application by \_\_\_\_\_ for  
permission to cut timber on the Grazing Area, being allotment \_\_\_\_\_  
parish of \_\_\_\_\_ now held under lease by me.

Lessee's Signature—  
Postal address—

Date—  
Witness—

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SCHEDULE 124.—(CHAP. VII., PART 4.)

FORM OF UNDERTAKING TO COMPLY WITH CONDITIONS OF LICENCE TO CUT  
TIMBER ON A GRAZING AREA. PERMIT

Application having been made by me for the issue to me of a licence to cut  
and take away timber from allotment \_\_\_\_\_ held under grazing area  
parish of \_\_\_\_\_, I hereby agree to and  
lease by \_\_\_\_\_

do now deposit the sum of £12 10s. with the Secretary for  
or £5 (Sleeper Hewing) Lands, Melbourne, the same to be returned to me upon the certificate of the  
Crown lands bailiff that the conditions of my licence have been faithfully carried  
out, and that no damage has been done to the land or to the lessee's fences,  
buildings, or other property by my operations; or upon the written statement  
of the lessee that he is satisfied the conditions have been carried out, and any  
damage done has been repaired; and in the event of the said conditions not  
having been carried out or of damage having been done to the land or to the  
lessee's fences, buildings, or other property, I further agree that the Secretary  
for Lands may direct such steps to be taken as he may think fit for the carrying  
out of the said conditions, and have such damages repaired, and may expend all  
or as much of the said deposit of £12 10s. as may be necessary  
or £5 (Sleeper Hewing) for the proper carrying out of the same, the balance of the amount (if any) to  
be returned to me.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ One thousand  
Signature—  
Address—

Witness—  
Address—

-----  
SCHEDULE 125.—(CHAP. VIII., PART 4.)

CONDITIONS OF LICENCE TO CUT AND TAKE AWAY DEAD WOOD  
OTHER THAN REDGUM FROM STATE FORESTS.

1. This licence is personal, and shall be produced by the holder thereof when asked to do so by any bailiff of Crown lands or police constable.
2. This licence shall not be available for any area over which an exclusive right to cut timber shall have been granted.
3. This licence only gives the right to cut and remove dead logs and forest débris lying upon the ground.
4. In no case shall standing trees, whether dead or alive, be cut under this licence.
5. No logs shall be cut for the supply of saw-mills.
6. No logs which have been cut for a saw-mill and bear the saw-miller's brand upon them shall be deemed "dead wood" within the meaning of this licence, unless the logs shall have been condemned by the district forester or forest officer after the saw-miller had been requested to remove the logs.

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SCHEDULE 126.—(CHAP. IX., PART 4.)

CONDITIONS OF LICENCE FOR FELLING UNDERGROWTH AND TIMBER  
OTHER THAN EUCALYPTUS.

1. The licence fee shall be payable in advance.
2. This licence shall be available only for the locality specified therein.
3. No fern trees shall be taken up or removed.
4. No black wood or beech that measures less than four feet circumference, no pine, sassafras, or wattle that measures less than three feet circumference, and no other tree that measures less than two feet circumference shall be felled. The measurement in each of the foregoing cases shall be taken at eighteen inches from the ground.
5. No tree shall be felled at a greater height than eighteen inches above the ground, and no undergrowth at a greater height than twelve inches above the ground.

6. No tree or undergrowth shall be felled so as to obstruct any track in use for the transport of timber or stores.
7. No tree shall be felled merely for the purpose of obtaining bark or firewood therefrom, and the stripping of bark from any standing live tree is prohibited.
8. Every log and every stack of timber or undergrowth shall have the name of the licensee or owner legibly marked thereon.
9. The interest of the Crown in any timber, undergrowth, or bark felled or procured under the provisions of this licence shall not cease until such timber, undergrowth, or bark shall have been removed from the forest; and if any timber, undergrowth, or bark felled or procured by the licensee be transported or removed by any other person, such other person also shall hold a similar licence.
10. Timber or undergrowth felled and not removed during the currency or within fourteen days of the expiry of this licence shall be deemed to be the property of the Crown.
11. If the licensee do any act which, if it were done without licence, would be punishable as trespass, if he fail to produce his licence when asked so to do by any forester, bailiff of Crown lands, or police constable, he shall be conclusively deemed to be a person not licensed or otherwise authorized to do such act within the meaning of the 114th section of the *Land Act 1890*.
12. This licence may be transferred on payment of Five shillings at the office where the licence was paid.
13. This licence shall be liable to revocation at any time without any liability to satisfy any claim by the licensee for compensation.
14. This licence is not available for any area over which an exclusive right to cut timber has been granted.
15. Within the period of one month from the felling of any tree, the portion thereof not required for slabs, palings, shingles, posts, rails, props, or manufacturing purposes shall be so disposed of by the licensee as not to encumber the ground.

SCHEDULE 127.—(CHAP. X., PART 4.)

CONDITIONS OF LICENCE FOR EXCLUSIVE RIGHT TO CUT TIMBER.

1. No live tree which at a height of two feet from the surface of the ground is of less diameter than twenty-four inches shall be felled or removed.
2. No greater number of trees shall be felled than is required for the current supply of the mill.
3. All trees felled and not delivered at the mill at the expiry of the licence shall revert to the Crown.
4. No tree on the block under licence shall be used merely for the purpose of obtaining bark therefrom, and the stripping of bark from any standing tree is prohibited.
5. The licensee shall protect saplings and young seedling indigenous trees, and neither he nor any other person shall depasture goats on the block under licence to him, or cultivate any part of such block.
6. Within the period of one month from the felling of any tree, the portion thereof not required for slabs, palings, shingles, posts, rails, props, or manufacturing purposes shall be so disposed of by the licensee as not to encumber the ground.
7. The licence-fee, amounting to                      pounds                      shillings and                      pence, shall be paid in advance on                      to the Receiver and Paymaster at                      or to any other officer who may be authorized by the Board to collect the same.
8. The licence shall be produced by the holder thereof when asked so to do by any bailiff of Crown lands or police constable.
9. Non-compliance with or non-performance of any of the foregoing conditions shall render this licence null and void.
10. This licence shall be in force for one month from the date hereof, and from month to month at the same rental until either the licensee shall have given notice in writing of his intention to abandon the licence, or until such licence shall have been revoked by *Gazette* notice.
11. The saw-mill shall be erected only on such site within the area as shall be approved of by the forester or Crown lands bailiff in charge.
12. Not more than two (2) jinkers and four (4) fallers shall be employed on this area if between 500 acres and 1,000 acres, and when the area is less than 500 acres not more than one jinker and two fallers shall be employed, except by the express permission of the Minister of Lands.

SCHEDULE 128.—(CHAP. XI., PART 4.)

CONDITIONS OF THINNING LICENCES.

1. One-fourth of the area licensed shall be operated upon first, and the young timber thinned, scrub cut, and all débris stacked and burnt.
2. The thinning of the young timber, as well as the other work, shall be performed under the supervision of the district forester or forest officer and in accordance with his instructions, but in no case shall any timber be felled on the area until the district forester or forest officer has marked the trees to be removed.
3. If the licensee or his employés cut any timber in contravention of the said instructions, the licence shall be liable to be cancelled at any time during its currency.
4. Receipt for payment of fees shall be produced at any time on the request of a bailiff of Crown lands.
5. The licensee only shall be employed felling young timber, but others may cut the same up in lengths for firewood only.
6. Boundaries of area shall be clearly defined before operations commence.

7. The licensee shall be responsible for the due protection of all timber upon this area, and shall not permit any damage to same, and shall stack at the end of each month all timber cut on such area, so that stock can be taken by the district forester or forest officer at the beginning of the following month.

8. This licence shall be liable to be declared void for any breach of or non-compliance with any of the conditions thereof.

9. The licensee shall be at liberty to cut upon this area as late in the year as is consistent with safety from bush fires. Upon receiving fourteen days' notice the licensee shall at once clean up this area to the satisfaction of the district forester or forest officer, and shall entirely cease work within the period mentioned if so directed.

SCHEDULE 129.—(CHAP. XII., PART 4.)

CONDITIONS OF PERMITS TO CUT AND REMOVE LIVE TIMBER IN THE WOMBAT STATE FOREST.

1. The fee shall be One pound ten shillings (£1 10s.) per annum, payable quarterly in advance.

2. No live tree which at a height of two feet from the surface of the ground is of less diameter than twenty-four (24) inches shall be cut down.

3. One tree only shall be felled at a time, and shall be cut up into laths, &c., before another is operated on.

4. No live tree shall be used merely for the purpose of obtaining bark therefrom.

5. No tree shall be felled so as to obstruct any path or road in use for transport of timber or stores.

6. When a permit-holder has completed the cutting-up of a tree into firewood, laths, &c., he shall at once stack the branches in a heap and afterwards burn them when directed to do so by the district forester or forest officer.

7. When felling trees or burning debris the utmost care shall be taken that no young timber is broken down, injured, or burnt by fire.

8. This special permit is personal, and shall be produced by the holder thereof when asked to do so by any police constable or bailiff of Crown lands.

9. This permit is not available for obtaining piles, telegraph poles, poppet heads, beams, or bridge timber.

10. Fires shall not be permitted within the forest during the period from 15th December to 28th February, except special precautions be taken in lighting such fires in a bare cleared space of at least twenty feet in diameter, and in a hole dug for the purpose. Small wood only shall be used, and every fire shall be carefully extinguished by being covered with earth or being put out by water. The burning-off of debris during the period specified is strictly prohibited.

11. The holder of this permit shall not be allowed to cut any timber in the forest during the months of January and February in each year; but all timber cut prior to those months may be removed at any time, after being passed and branded by the district forester or forest officer. The period for which the forest may be closed to the holders of permits may be varied at the discretion of the district forester or forest officer.

12. This permit may be cancelled for any breach of or non-compliance with any of the conditions hereof.

SCHEDULE 130.—(CHAP. XII., PART 4.)

CONDITIONS OF PERMIT TO CUT AND REMOVE PROPS IN WOMBAT STATE FOREST.

1. The cutting of props shall be performed under the supervision of the district forester or forest officer, and in accordance with his instructions, but in no case shall any timber be felled until the trees that require cutting down have been marked by the district forester or forest officer.

2. Receipt for payment of fees shall be produced at any time, on the request of a bailiff of Crown lands.

3. The permit-holder only shall be employed felling young timber, but others employed by him may cut the same up in lengths for props only.

4. Boundaries of area shall be clearly defined before operations commence.

5. The permit-holder shall be responsible for the due protection of all timber on the block, and shall not permit any damage thereto or to the timber. He shall also stack and burn all debris when directed to do so by the officer in charge.

6. The permit-holder may cut upon this block as late in the year as is consistent with safety from bush fires. Upon receiving fourteen days' notice the permit-holder shall at once clear up his block to the satisfaction of the officer in charge, and shall entirely cease work within the period mentioned.

7. This permit is not available for obtaining piles, telegraph poles, poppet-heads, beams, or bridge timber.

8. Fires shall not be permitted within the forest during the period from 15th December to 28th February in each year, except special precautions be taken to light such fires in a bare cleared space of at least twenty (20) feet in diameter, and in a hole dug for the purpose. Small wood only shall be used, and every fire shall be extinguished by being covered with earth or being put out by water. The burning off of debris during the period specified is strictly prohibited.

9. The holder of this permit shall not be permitted to cut any timber in the forest during the months of January and February in each year; but all timber cut prior to those months may be removed at any time, after being passed and branded by the district forester or forest officer. The period for which the forest may be closed to the holders of permits may be varied at the discretion of the district forester or forest officer.

10. This permit may be cancelled at any time during its currency for any breach of or non-compliance with any of the foregoing conditions.

SCHEDULE 131.—(CHAP. XIII., PART 4.)

No. Certificate No.—

Redgum.



R.

STATE FOREST EMPLOYE'S CERTIFICATE.

STATE FOREST EMPLOYE'S CERTIFICATE.

Name of employe—
Address—
Name of employer—
Address—
No. of licence or sale note—
Date of issue—
Date of expiry of licence—
Description of licensee's brand—
Date of issue of certificate—
Date of return of certificate to licensee—
Date of return of certificate by licensee to forest officer—
If not returned as above the reason for the same—

It is hereby certified that employed by the undersigned for the purpose of upon the State forest in virtue of the sale note or licence, particulars of which are given below. The within-named person has been informed of the terms and conditions to which such licence or sale note is subject. This certificate shall become null and void upon the person in whose name it is drawn leaving the employ of the undersigned, or upon the expiration of the permit or licence under which it is granted, or upon any breach of the regulations under which the permit or licence is granted.

Signature of licensee or permit-holder—
No. of licence or permit—
Date of licence or permit—
Date of expiry of licence—
Description of licensee's brand—
Date of issue of certificate—
Forest Officer.

Note.—These particulars must be obtained and filled in this block by the forest officer, who will also see that all expired certificates are from time to time duly collected.

Note.—The above particulars must be filled in by the licensee or permit-holder. This certificate must be returned to the licensee or permit-holder upon the discharge of the employe or expiry of licence, and the licensee must thereupon forward it to the forest officer.

VICTORIA.
Fee £1 10s.
Section 99, Land Act 1890.
WATTLE-BARK LICENCE.
Department of Lands and Survey,
I, Issuer of Licences do hereby notify that a licence to strip Wattle-Bark on Crown lands within the parish of except hereto, has been granted this day to subject to the fulfilment of the conditions printed or written on the back hereof, and will expire on the 1st day of March next.
Schedule of Crown lands for which this licence is not available.
Not available for State Forests or Timber Reserves or within one mile of Fox Phillip Bay or its arm, nor for any reserved land situate on the bank of any river or creek, or any reserved land for any special purpose, except by the special permission, in writing of the Minister.
Signature.
N. E.—This notification must be forwarded to the senior Crown lands bailiff of the district upon the date of the issue of the licence.

SCHEDULE 132.—(CHAP. XIV., PART 4.)
VICTORIA.
Fee £1 10s.
Section 99, Land Act 1890.
WATTLE-BARK LICENCE.
Department of Lands and Survey,
KNOW ALL MEN that I, being in that behalf duly authorized by the Governor of the Colony of Victoria, do hereby, in pursuance of the provisions of the Land Act 1890, give to of in consideration of the payment of the sum of One pound ten shillings, and subject to the fulfilment of the conditions printed or written on the back hereof, full licence and authority, for a term of six months, commencing on the 1st day of September, and ending on the 1st day of March next following, to fell Wattle trees for the purpose of obtaining bark therefrom, on the Crown lands within the parish of except the Crown lands mentioned in the schedule hereto.
Schedule of Crown lands for which this licence is not available.
Not available for State Forests or Timber Reserves, or within one mile of Fox Phillip Bay or its arm, nor for any reserved land situate on the bank of any river or creek, or any reserved land for any special purpose, except by the special permission, in writing, of the Minister.
This schedule will vary with the district.
Countersigned.
Licencing Agent.
I, Senior authorized by the Treasury.
This licence shall have no effect until countersigned by the Issuer authorized by the Treasury.
N. E.— Be careful to observe that this licence expires on the 1st day of March.

VICTORIA.
Fee £1 10s.
Section 99, Land Act 1890.
WATTLE-BARK LICENCE.
Department of Lands and Survey,
Name of Licensee.
Address.
Schedule of Crown lands for which this licence is not available.
Not available for State Forests or Timber Reserves, or within one mile of Fox Phillip Bay or its arm, nor for any reserved land situate on the bank of any river or creek, or any reserved land for any special purpose, except by the special permission, in writing, of the Minister.
This licence expires on the 1st day of March.

CONDITIONS.

- 1. The licence-fee shall be payable in advance.
2. This licence is available only for the parish specified therein.

3. No tree of less than five inches in diameter, when of the black or feather-leaf species, nor less than three and a half inches, when of the golden or broad-leaf species, shall be stripped of its bark, except the golden species be more than fifty miles from the sea-coast, in which case trees having a diameter of two and a half inches may be stripped. The measurements in each of the foregoing cases shall be taken at two feet from the ground.
4. No bark shall be stripped from a tree until after the same has been felled.
5. No tree shall be felled at a greater height than two feet from the ground.
6. The licensee will be required to thoroughly strip the bark from the trunk and branches of every tree felled, and to complete the stripping of one tree before commencing to fell another.
7. No tree shall be felled so as to obstruct any track.
8. The licensee only shall strip bark under the authority of this licence, and if any bark stripped by him be transported from Crown lands by any other person, such other person also shall hold a similar licence.
9. All bark stripped under the provisions of this licence shall remain the property of the Crown until the same shall have been removed from Crown lands.
10. This licence is personal, and must be produced by the holder thereof when asked so to do by any Crown lands bailiff or other officer appointed to enforce the regulations under which the same is issued.
11. If the licensee shall strip or remove bark from any tree on any Crown lands except in accordance with the conditions of this licence, he shall be deemed to have stripped or removed bark without a licence, and, on conviction thereof, under the provisions of the *Land Act* 1890, this licence for the season during which such conviction may have been made shall, from and after the date of such conviction, become void and of no effect, nor shall any fresh licence be granted to him during such season.
12. This licence shall have no force or effect except within the parish of \_\_\_\_\_ and during the season for which the same has been granted, nor shall it be of any force or effect within any reserve specially made and proclaimed under the provisions of *The Land Act* 1884 or the *Land Act* 1890 for the preservation and growth of wattle trees.
13. This licence is not available for land leased as a grazing area, except by express permission of the Minister.

SCHEDULE 133.—(CHAP. XIV., PART 4.)

EXCLUSIVE RIGHT TO STRIP WATTLE BARK ON LAND LEASED AS A  
GRAZING AREA.

1. The holder of this licence shall be the lessee of the grazing area referred to herein. The lessee may, however, nominate some person who will be allowed by special permission, to be indorsed on the licence by Secretary for Lands, to act on his or her behalf. All other persons engaged in stripping shall obtain an ordinary wattle-bark licence at a fee of Thirty shillings (30s.).
2. The fee shall be payable in advance.
3. This licence shall only be available for allotment \_\_\_\_\_, parish of \_\_\_\_\_, held under lease as a grazing area by \_\_\_\_\_.
4. No tree of less than 5 inches in diameter, when of the black or feather-leaf species, nor less than 3½ inches when of the golden or broad-leaf species, shall be stripped of its bark except the golden species be more than 50 miles from the sea-coast, in which case trees having a diameter of 2½ inches may be stripped. The measurements in each of the foregoing cases shall be taken at 2 feet from the ground.
5. No bark shall be stripped from a tree until after the same has been felled.
6. This licence is personal, and must, when required, be produced by the holder thereof to any Crown lands bailiff or other officer appointed to enforce the regulations under which it is issued.
7. If the licensee shall strip or remove bark from any tree on the allotment specified, except in accordance with these regulations, he shall be deemed to have stripped or removed same without a licence.
8. This licence shall be available from 1st September to the 1st March following, and no longer.

And the Honorable Robert Wallace Best, Her Majesty's Commissioner of Crown Lands and Survey for Victoria, shall give the necessary directions herein accordingly.

THOS. BRISBANE,  
Acting Clerk of the Executive Council.

