



THIRD SUPPLEMENT
TO THE
VICTORIA
GOVERNMENT GAZETTE

OF FRIDAY, FEBRUARY 9, 1900.

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WEDNESDAY, FEBRUARY 14.

[1900.]

REGULATIONS UNDER THE LAND ACTS.

*At the Law Courts, Melbourne, the eighth day of February,
1900.*

PRESENT :

His Excellency the Lieutenant-Governor.

Mr. Outtrim

Mr. Graham.

WHEREAS under the Lands 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 Lieutenant-Governor of Victoria, acting by and with the advice of the Executive Council thereof, doth hereby rescind all regulations made under the *Mallee Lands Act 1896* prior to the 4th day of July, 1899, except as to all matters done, rights acquired, and obligations incurred thereunder, and doth hereby make the regulations and prescribe the forms following to be used for licences, perpetual leases, and Crown grants in respect of mallee lands, and doth also hereby prescribe the form set forth hereunder to be used for conditional purchase leases of swamp or reclaimed lands :—

MALLEE BLOCKS.

1. Leases for mallee blocks shall be in the form and subject to the conditions prescribed in Schedule AA hereto, and to such other conditions as the Governor in Council may in any particular case direct.

MALLEE ALLOTMENTS.

2. Leases for mallee allotments shall be in the form and subject to the conditions prescribed in Schedule BB hereto, and to such other conditions as the Governor in Council may in any particular case direct.

MALLEE AGRICULTURAL ALLOTMENTS.

3. Residence licences for mallee agricultural allotments shall be in the form and subject to the conditions specified in Schedule CC hereto, and to such other conditions as the Governor in Council may in any particular case direct.

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

5. Leases under section 203 of the *Land Act* 1890 for lands licensed prior to the 29th December, 1891, shall be in the form and subject to the conditions prescribed in Schedule EE hereto, and to such other conditions as the Governor in Council may in any particular case direct.

6. Leases under section 203 of the *Land Act* 1890 for lands licensed after the 29th December, 1891, and leases under sections 7 and 19 of the *Mallee Lands Act* 1896 shall be in the form and subject to the conditions prescribed in Schedule FF hereto, and to such other conditions as the Governor in Council may in any particular case direct.

7. Leases under sections 7 and 19 of the *Mallee Lands Act* 1896, as amended by the *Land Act* 1898, or under section 129 of the *Land Act* 1898, shall be in the form and subject to the conditions prescribed in Schedule GG hereto, and to such other conditions as the Governor in Council may in any particular case direct.

8. Perpetual leases for agricultural allotments shall be in the form and subject to the conditions prescribed in Schedule HII hereto, and to such other conditions as the Governor in Council may in any particular case direct.

MALLEE LANDS—CROWN GRANTS.

9. With respect to Crown grants of 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 II hereto, and Crown grants of mallee agricultural allotments licensed prior to such date shall be in the form prescribed in Schedule JJ hereto.

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

SWAMP OR RECLAIMED LANDS.

11. Every conditional purchase lease shall be dated the 1st day of January or the 1st day of July next preceding the date of issue, and shall be in the form prescribed in Schedule LL hereto.

SCHEDULE AA.

LEASE OF MALLEE BLOCK.

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 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 of the Board of Land and Works (hereinafter referred to as the "Board") of the second part and of in the colony of Victoria (hereinafter called the "lessee") of the third part.

Whereas the lessee has under the provisions of the Land Acts made application for a lease of the mallee block intended to be hereby demised and delineated with the boundary lines thereof on the plan kept of the mallee country in accordance with the provisions of the 146th section of the *Land Act* 1890 and therein numbered And whereas the Governor in Council has agreed to grant this lease for the term of Now this Indenture witnesseth that in consideration 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 the surface of all that piece or parcel of land situate in the mallee country being mallee block numbered on the said plan kept as aforesaid and delineated on

the plan copied from such first-mentioned plan and the boundaries of which said mallee block hereby demised are set out and marked out and coloured yellow on the plan drawn in the margin of these presents and which mallee block as hereby demised is distinguished as the mallee block demised under section one hundred and seventy of the *Land Act* 1890 by the number (excepting thereout any lands within the said area that are held by any person or persons in fee simple or other lesser estate or interest) together with the appurtenances except-

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

ing 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 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 necessary or usual in mining And also excepting and reserving unto Her Majesty her heirs and successors by the Governor with the advice aforesaid the right to grant in the manner and on the conditions prescribed in Part I. of the *Land Act* 1890 licences to any person to enter upon any of the land comprised in the lease hereby granted 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 or to occupy the site of fishermen's residences drying grounds fellmongering establishments slaughter-houses brick or lime kilns or to erect pumps or collect ballast And also excepting and reserving to Her Majesty her heirs and successors and each and every person being under the provisions of the *Land Acts* the lessee or the executors administrators or assigns of the lessee of any part of a mallee block or of a mallee allotment or of an agricultural allotment 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 tenants agents workmen and servants 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 and from such mallee block or mallee allotment or agricultural allotment or part thereof respectively 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 in Council as may for the time being be in force. 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 _____ months from the first day of _____ subject to an earlier determination as herein provided 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 and with the Board that he the lessee his executors administrators and 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 during the said term pay the said rent hereinbefore reserved at the times and in the manner hereinbefore appointed for payment thereof clear of all deductions.

2. That he or they will pay by _____ half-yearly instalments of _____ being the sum of _____ being the amount determined by the Board as the value of improvements thereon of a permanent character or as that paid or payable to the former tenant of the land hereby demised by Her Majesty or the Governor in Council or the Board in respect of such improvements and for such former tenant's interest in the lease of the same together with interest on the unpaid portion of the amount so determined as aforesaid at the rate of £4 per cent. per annum from the date of these presents until the payment of the last half-yearly instalment of such amount the first of such instalments together with interest to be paid on the _____ day of _____ next and all subsequent payments upon the date hereinbefore appointed for the payment of the rent hereby reserved in any default of payment of any such half-yearly instalment as aforesaid such default shall have the like consequences as a default in the payment of any instalment of rent and the same may be levied or recovered by or under the authority of the Board in like manner as any rent is leviable or recoverable by law and in case the same be levied by distress an order under the seal of the Board shall be a sufficient warrant and authority to distrain.

3. 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.

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

5. That he or they will not clear or cultivate any part of the land hereby demised without the previous consent in writing of the Board and then only to the extent authorized by any such consent and that after not more than five crops in succession have been taken from or off any land in respect of which any consent as aforesaid has been given he or they will allow an interval of at least one calendar year to elapse during which he or they will not sow or plant or permit to be sown or planted any seed in

or on such land nor any crop to be taken off the same. And that after such interval and until the end of the term hereinbefore created he or they will permit only one crop to be taken from or off any such land during any two years and that after any crop has at any time been taken from or off any such land that he or they will allow an interval of at least one calendar year to elapse during which he and they will not sow or plant or permit to be sown or planted in or on such land any seed nor take or permit to be taken from or off the said land any crop provided nothing herein contained as to sowing or planting seed shall operate to prevent grass seed being sown in or on any such land with the object of such land being used for grazing only. Provided further that from and after the date when any consent to clear or cultivate as hereinbefore provided is given by the Board that he or they covenant and agree to pay for the residue of the term hereinbefore created an increased rent at the rate of One penny per acre per annum in respect of each acre comprised in the area or areas for which any such consent to clear or cultivate may have been given. And that these presents shall be read and construed as if such increased rent were expressed as the rent reserved under this demise and these presents and the rent so from time to time increased may be enforced and recovered accordingly. Provided further that no compensation for improvements of any kind whatsoever on the land included in any such consent shall be claimed by or paid to the lessee his executors administrators or assigns anything in the Land Acts to the contrary notwithstanding.

6. That he or they will forthwith after the granting of this lease commence 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 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 lands demised by this lease and will keep the same free of such animals and birds to the satisfaction of the Board of Land and Works during the term hereby granted.

7. 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 improvements of a permanent character 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.

8. That neither he nor they will without the special permit in writing of the Minister of the Crown for the time being administering the Land Acts first had and obtained cut damage or remove or cause or permit to be cut damaged or removed any live pine box or redgum tree growing on the land hereby demised. Provided that no breach of this covenant shall be deemed to have occurred in case of any pine box or redgum tree removed without such permit if it be proved that the same was required and actually used for the purpose of fencing such land or constructing thereon any building or improvement.

9. That he or they will during the first five years after the date of these presents plant on the land hereby demised trees of such kind or kinds in such manner and in such numbers as may for the time being be prescribed by regulations of the Governor in Council in that behalf.

10. That he or they will abide by every determination made under any regulations made in pursuance of the provisions herein contained both with reference to the character and class of the improvements and to the value thereof.

11. 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 land and premises hereby demised together with all houses fences wells reservoirs tanks dams and all improvements of a permanent character 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.

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 without making any compensation to the lessee his executors administrators or assigns for surface or other damage except for surface damage done to any improvements thereon.

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

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 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) then these presents and the term hereby created shall be void and of no effect. And without prejudice to any other condition and in addition and as ancillary to the provisions of the 181st section of the *Land Act* 1890.

16. That these presents are upon this further condition that notwithstanding anything contained in section 174 of the *Land Act* 1890 the lessee hereof or his executors administrators or assigns shall not at any time be paid the value of any wells reservoirs tanks or dams of a permanent

character situated on such land and constructed thereon during the currency of this lease unless the same were so constructed with the previous consent of the Board of Land and Works signified in writing.

17. That these presents are upon this further condition that no compensation shall be paid to the lessee his executors administrators or assigns on the expiration or other sooner determination of this lease so far as relates to any portion of the land herein demised which may be cleared of scrub and useless timber pursuant to any consent of the Board of Land and Works signified in writing.

18. That these presents are upon this further condition that Her Majesty her heirs and successors shall have the right from time to time and at all times during the term hereby granted to resume possession of any part or parts of the land hereby demised other than the site of the homestead and improvements connected therewith erected by the lessee his executors administrators and assigns which shall in no case exceed an area of six hundred and forty acres which may in the opinion of the Governor in Council be required for the purposes of water supply irrigation works races dams and ditches or timber reserves or for public railways roads canals or other internal communication through such lands or for mining purposes or for any of the purposes set forth in sections 97 and 99 of the *Land Act* 1890 and upon such resumption as aforesaid such lands shall be deemed to be Crown lands not under lease or licence within the meaning of the said section.

19. That these presents are upon this further condition that Her Majesty her heirs and successors may from time to time and at all times during the term hereby granted in accordance with regulations in that behalf to be made by the Governor in Council under the authority of the *Land Act* 1890 resume for mining purposes and re-enter upon any part or parts of the land hereby demised upon payment out of the Consolidated Revenue within six months after every exercise of the rights of resumption hereinbefore reserved for his improvements on the land so resumed to the lessee the value of all substantial buildings fences and all wells reservoirs tanks and dams constructed with the previous consent in writing of the Board and all other improvements of a permanent character made erected or constructed by the lessee his executors administrators or assigns during the currency of this lease if available for the use of sheep or cattle so as to increase the carrying capacity of the land hereby demised as follows that is to say if such resumption shall be made during the first half of the term hereby granted then the lessee his executors administrators or assigns shall be paid the full value of such buildings and fences and if such resumption shall be made during the third quarter of the said term then the lessee his executors administrators or assigns shall be paid one-half of the value of such buildings and fences and if such resumption shall be made during the last quarter of the said term then the lessee his executor administrators or assigns shall be paid one-fourth the value of such buildings and fences the character and class of the improvements and the aforesaid values in all cases to be determined in accordance with regulations in that behalf made by the Governor in Council under the authority of the said Act and every such determination shall be binding and conclusive provided that nothing herein shall be construed to give a better tenure to the lessee in regard to the right of miners to enter upon the premises hereby demised in search of gold than was at the time of the passing of the same Act possessed by the then pastoral tenants under Act No. 360.

20. That these presents are upon this further condition that if and whenever any part of the said several rents payments instalment or interest 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 whether positive or negative by the lessee hereinbefore contained and this lease be voided by a determination of the Governor in Council as 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 under any of the conditions aforesaid 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 under 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 or licence of the lessee his executors or administrators and all persons claiming under them to Her Majesty and any bailiff of Crown lands and all persons acting in the matters complained of in such action or other proceedings.

21. That these presents are upon this further condition that if and whenever the term hereby granted may be determined by or on behalf of Her Majesty her heirs or successors at any time in accordance with the notice herein provided for And if the Governor or the President for the time being of the Board of Land and Works shall give not less than three years' previous notice in the *Government Gazette* of an intention to determine such term then and in such case at the expiration of such notice these presents and the term hereby granted shall absolutely determine but in such case the lessee his executors administrators or assigns shall be paid out of the Consolidated Revenue within six months from such determination for his interest in this lease and the value of all wells reservoirs tanks or dams of a permanent character situated on such land and constructed by the lessee his executors administrators or assigns during the currency of this lease with the previous consent in writing of the Board if available for the use of sheep or cattle so as to increase the carrying capacity of such land and shall be paid the full value of all substantial buildings and fences made upon such land by the lessee his executors administrators or assigns during the currency of this lease according to the same scale and at the same rate as hereinbefore provided in case of the exercise of the powers of resumption hereinbefore contained the character and class of the improvements

and the aforesaid values to 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 a similar manner to that provided by the *Lands Compensation Act 1890* or any Act amending the same provided that the amount of such compensation shall be assessed irrespective of any wells reservoirs tanks dams buildings and fences upon the demised land for which the lessee his executors administrators or assigns may have previously received payment or compensation and which shall not be again allowed for.

22. That these presents are upon this further condition that if and when the term hereby granted shall expire by effluxion of time then the lessee his executors administrators or assigns shall be paid out of the Consolidated Revenue within six months after such effluxion the value of all wells reservoirs tanks or dams of a permanent character situated on the land hereby demised and constructed by such lessee his executors administrators or assigns during the currency of this lease with the previous consent in writing of the Board if available for the use of sheep or cattle so as to increase the carrying capacity of such land such value to be determined in accordance with the regulations aforesaid and every determination to be binding and conclusive. And if the said term shall expire by effluxion of time and if the lessee his executors administrators or assigns have during the last five years of the said term effected with the previous consent of the said Board signified in writing any improvements on the land hereby demised then the lessee his executors administrators or assigns shall be paid by the Board the full value of improvements other than such as may be effected on any land in respect of which the Board has given any consent to cultivate or clear within six months after the termination of the said term the amount to be determined in accordance with the aforesaid regulations and which determination shall be binding and conclusive provided always that the lessee his executors administrators and assigns shall be entitled to only one payment or compensation in respect of the same subject-matter.

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 _____ in the presence of—
President.
Member. (L.S.)

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

SCHEDULE BB.

LEASE OF MALLEE 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 _____ 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 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 Whereas the lessee has under the provisions of the Land Acts made application for a lease of the mallee allotment intended to be hereby demised and delineated with the boundary lines thereof on the plan kept of the mallee border of the mallee country in accordance with the provisions of the 156th section of the *Land Act 1890* and therein numbered _____ section _____ And whereas the Governor in Council has agreed to grant this lease for the term of _____ years and _____ months at the annual rental of _____ being the rent determined in accordance with the regulations made by the Governor in Council in pursuance of the provisions of the Land Acts and the said lessee has paid half a year's rent in advance. Now this indenture witnesseth that in consideration of the 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 the surface of all that piece or parcel of land situate in the mallee border being mallee allotment numbered _____ section _____ parish of _____ county of _____ on the said plan kept as aforesaid and delineated on the plan copied from such first-mentioned plan drawn in the margin of these presents and therein coloured yellow (excepting thereout any lands within the said area that are held by any person or persons in fee simple or other lesser estate or interest) and also numbered _____ section _____ parish of _____ county of _____ 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 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 said term to enter upon the said land and to search and mine therein and thereon for gold silver copper tin antimony coal and

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

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 necessary or usual in mining And also excepting and reserving to Her Majesty her heirs and successors and each and every person being under the provisions of the Land Acts the lessee or the executors administrators or assigns of the lessee of any part of a mallee block or of a mallee allotment or of an agricultural allotment or 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 tenants agents workmen and servants 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 and from such mallee block or mallee or agricultural allotment 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 in 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 the right to grant in the manner and on the conditions prescribed in Part I. of the *Land Act 1890* licences to any person to enter upon any of the land comprised in the lease hereby granted 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 or to occupy the site of fishermen's residences drying grounds fullmongering establishments slaughter-houses brick or lime kilns or to erect pumps or collect ballast 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 months from the first day of One thousand eight hundred and 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 and with the Board that he the lessee his executors administrators and assigns will observe and perform and be bound by the several covenants conditions provisions agreements acts matters and things hereinafter contained (that is to say):—

1. That he or they will during the said term pay the said rent hereinbefore reserved 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 pay by half-yearly instalments of £ each the sum of £ being the amount as determined by the Board as paid or payable by Her Majesty or the Governor in Council or the said Board to the former tenant for improvements of a permanent character effected on the land hereby demised and for such former tenant's interest in the lease of such portion together with interest on any unpaid portion of such amount so fixed at the rate of Four pounds per centum per annum from the date hereof until the payment of the last half-yearly instalment of such amount as aforesaid upon the dates hereinbefore appointed for the payment of the rent by these presents reserved Provided that any default in the payment of any half-yearly instalment of such amount shall have the like consequences as a default in the payment of any instalment of rent and may be levied or recovered by or under the authority of the Board in like manner as any rent is leviable or recoverable by law and that in case the same be levied by distress an order under the seal of the Board shall be a sufficient warrant and authority to distrain.

4. That this lease is upon the condition and he and they covenant that the lessee will within six months after the granting hereof reside upon the land hereby demised or within five miles thereof and that during the currency of the lease the lessee will reside upon the land hereby demised or within five miles thereof for at least six calendar months during the first year of such currency and for at least nine calendar months during each of the second third fourth and fifth years of such currency Provided that if with the consent of the Board obtained pursuant to the 27th section of the *Mallee Lands Act 1896* and subject to the provisions thereof the lessee clear and cultivate at least one-fourth of the land hereby demised within the first two years of such currency and at least one-half thereof before the end of the fourth year of such currency the covenant hereinbefore contained to reside shall not operate Provided further that in case of the insolvency or death of the lessee during the currency hereof and the Board having signified in writing its consent to the devolution by operation of law of the lessee's interest in the unexpired portion of the term hereby created it shall not be obligatory on the assignee or trustee in insolvency or on the executors or administrators of the lessee as the case may be to comply with the said condition of residence and any such assignee or trustee in insolvency or executor or administrator may at any time within two years after such insolvency or death with the previous consent in writing of the Board assign such lease to any person who in the opinion of the Board is qualified to become a lessee of a mallee allotment and such person shall thereafter be with respect to this lease and the same shall be read and construed as though he had been the original lessee from the date hereof and had covenanted in his own name.

5. That he or they will not cultivate except with the consent of the Board obtained pursuant to and subject to the provisions of section 27 of the *Mallee Lands Act 1896* nor assign sublet or part with the possession of the mallee allotment hereby demised or any portion thereof nor execute any instrument or enter into any agreement operating as a mortgage equitable mortgage charge or lien upon this lease or upon the land hereby demised without the previous consent of the Board of Land and Works signified in writing.

6. That these presents are upon the express condition that no assignment or transfer of the land hereby demised or of any portion thereof or of or any interest in the term hereby created whether by process or operation of law or otherwise or by operation of a testamentary instrument or of letters of administration shall effect or have any force either at law or in equity to pass or create any claim estate title or interest in the said land or term without the consent of the Board signified in writing.

7. That he or they will after not more than five crops in succession have been taken from or off any land hereby demised cultivated pursuant to the consent of the Board allow an interval of at least one year to elapse before any seed other than grass seed sown with the object of such land being used for grazing only is sown or planted in or on such land and that neither he nor they will take or permit to be taken any crop from or off the same until the expiration of such interval And that after such interval and until the end of the lessee's term hereunder neither he nor they will take or permit to be taken from or off

any such land more than one crop in any two years and that after a crop has been taken from or off any such land that he or they will allow an interval of at least one year to elapse before any seed other than grass seed sown with the object of such land being used for grazing only is sown in or on such land and that neither he nor they will take or permit to be taken any crop from or off the same until the expiration of any such interval.

8. That he or they will after the date when any consent to clear or cultivate any portion of the land hereby demised is given by the Board pay during the residue of the said term in respect of the land hereby demised an increased rent calculated at the rate of One penny per annum for each acre or fractional part of an acre included in this demise and thereafter these presents shall be read and construed as if the rent hereinbefore reserved increased by such increased rent was expressed as the rent payable in respect of this demise and that the same may be enforced accordingly.

9. That he or they will forthwith after the granting of this lease commence 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 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 such mallee allotment and will keep the same free of such animals and birds to the satisfaction of the Board of Land and Works during the term hereby granted.

10. 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 improvements of a permanent character 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.

11. That neither he nor they will without the special permit of the Minister of the Crown for the time being administering the Land Acts in writing first had and obtained cut damage or remove or cause or permit to be cut damaged or removed any live pine box or redgum tree growing on the land hereby demised provided that no breach of this covenant shall be deemed to have occurred in case of any pine box or redgum tree cut and removed without such permit if it be proved the same was required and actually used for the purpose of fencing such land or constructing thereon any building or improvement.

12. That he or they will during the first five years after the date of these presents plant on the land hereby demised trees of such kind or kinds in such manner and in such numbers as may for the time being be prescribed by regulations of the Governor in Council in that behalf.

13. That notwithstanding anything contained in section 174 of the *Land Act* 1890 that neither he nor they shall or will claim or be entitled to be paid the value of any wells reservoirs tanks or dams of a permanent character situated on the land hereby demised and constructed thereon during the currency of these presents unless the same were so constructed with the previous consent in writing of the Board.

14. That neither he nor they shall or will claim or be entitled to be paid in respect of any portion of the land hereby demised which may be cleared of scrub and useless timber pursuant to any written consent.

15. That he or they will abide by any determination made under the regulations in pursuance of the provisions herein contained both with reference to the character and class of the improvements and to the value thereof.

16. 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 of a permanent character 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.

17. 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.

18. 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 without making any compensation to the lessee his executors administrators or assigns for surface or other damage except for surface damage done to any improvements thereon.

19. That he and they shall and will observe perform fulfil and be bound by the stipulations conditions covenants and provisos contained in the Schedule hereto.

20. 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 And without prejudice to any other condition and in addition and as ancillary to the provisions of the 181st section of the *Land Act* 1890.

21. That these presents are upon this further condition that Her Majesty her heirs and successors shall have the right from time to time and at all times during the term hereby granted to resume possession of any part or parts of the land hereby demised other than the site of the homestead and improvements connected therewith erected by the lessee his executors administrators and assigns which shall in no case exceed an area of six hundred and forty acres which may in the opinion of the Governor in Council be required for the purposes of water supply irrigation works races dams and ditches or timber reserves or for public railways roads canals or other internal communication through such lands or for mining purposes or for any of the purposes set forth in sections 97 and 99 of the *Land Act* 1890 and upon such resumption as aforesaid such lands shall be deemed to be Crown lands not under lease or licence within the meaning of the said last-mentioned section.

22. That these presents are upon this further condition that Her Majesty her heirs and successors may from time to time and at all times during the term hereby granted in accordance with regulations in that behalf to be made by the Governor in Council under the authority of the *Land Act* 1890 resume for mining purposes and re-enter upon any part or parts of the land hereby demised upon payment for his improvements on the land so resumed to the

lessee the full value of all houses fences wells reservoirs tanks dams and all improvements of a permanent character made erected or constructed by such lessee and in respect of which compensation is payable under the *Land Act 1890* as amended by the *Mallee Lands Act 1896* to be determined as by the said Acts provided but nothing herein shall be construed to give a better tenure to the lessee in regard to the right of miners to enter upon the premises hereby demised in search of gold than was possessed by pastoral tenants under Act No. 360.

23. That these presents are upon this further condition and Her Majesty reserves to Her Majesty her heirs and successors the right to resume after having given three years' notice in the *Government Gazette* possession of the whole or any part of the land hereby demised upon payment to the lessee of a sum for his interest in such lease and for the value of houses fences wells reservoirs tanks dams and all improvements of a permanent character made or erected or constructed by the lessee during the currency of this lease and in respect of which compensation is payable under the *Land Acts* to be determined as by the said Acts provided. Provided that the sum paid in respect of such improvements by the Board shall not exceed the sum expended thereon by the lessee and that such sum shall be determined in accordance with regulation in that behalf made by the Governor in Council and that the compensation to be paid to the lessee in respect of his interest in the lease shall be determined in manner provided by the *Lands Compensation Act 1890*.

24. That these presents are upon this further condition that if and whenever any part of the rent for the time being payable hereunder or any instalment of money hereinbefore agreed to be paid by the lessee 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 conditions or agreements positive or negative by the lessee hereinbefore contained and this lease be avoided 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 under any of the conditions aforesaid 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 or licence in bar thereof and those 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 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.

(L.S.)

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 in the presence of—

President.

Member.

Signed sealed and delivered by the }
above-named
in the presence of—

(L.S.)

SCHEDULE CC.

RESIDENCE LICENCE OF AN AGRICULTURAL ALLOTMENT IN MALLEE.

THIS INDENTURE made this first day of in the year of our Lord One thousand hundred 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 the other part Whereas the licensee having applied for this licence and made the declaration required by the 44th section of the *Land Act 1890* 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 *Land Acts* 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 mallee country in the parish of border county of in the colony of Victoria containing acres more or less and delineated

on the plan of the said parish kept in the office of the Commissioner of Lands and Survey at Melbourne and thereon numbered _____ in the said parish and also delineated on the plan drawn in the margin of these presents and thereon coloured yellow 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 and 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 her 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 carriages and other vehicles 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. 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 persons holding the like authority 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 this licence is subject to the condition 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 same 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 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 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:—

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

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 by _____ equal half-yearly instalments of £ _____ each the sum of £ _____ being the amount determined by the Board of Land and Works and paid or payable by Her Majesty the Governor in Council or the Board to the former tenant of the land hereby licensed for improvements of a permanent character on the land hereby licensed and for such former tenant's interest under his lease in such land together with interest on any unpaid portion of such amount at the rate of £4 per cent. per annum from the date of this licence until the payment of the last half-yearly instalment of such amount the payment of the first of such instalments together with interest due up to that date to be made on the _____ day of _____ next and every subsequent payment of instalment and interest on the days hereinbefore appointed for the payment of the licence-fee hereunder provided that any default in the payment of any half-yearly instalment of such amount shall have the like consequences as a default in the payment of any instalment of licence-fees hereunder and may be levied or recovered by or under the authority of the Board in like manner as any rent is leviable or recoverable by law and in case the same be levied by distress an order under the seal of the Board shall be a sufficient warrant and authority to distrain.

3. To pay all existing and future rates assessments and taxes for the time being payable by landlord or tenant in respect of the premises.

4. That he will not during the currency of this licence assign the licence nor transfer his right title or interest therein or in the allotment hereinbefore described and herein comprised or any part thereof nor sublet the said allotment or any part thereof.

5. 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.

6. 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 Act* 1890 and keep the same in repair during the continuance of this licence.

7. 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 any period specified in a notice registered in conformity with the provisions of the 44th section of the *Land Act* 1890) occupy personally the said allotment.

8. 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.

9. That he will not without the special permit in writing of the Minister of the Crown for the time being administering the Land Acts first had and obtained cut damage or remove or cause or permit to be cut damaged or removed any live pine box or redgum tree growing on the land hereby licensed Provided that no breach of this covenant shall be deemed to have occurred in case of any pine box or redgum tree cut and removed without such permit if it be proved the same was required and actually used for the purpose of fencing such land or constructing thereon any building or improvement.

10. That he will during the first five years after the date of these presents plant on the land hereby licensed trees of such kind or kinds in such manner and in such numbers as may for the time being be prescribed by regulations of the Governor in Council in that behalf.

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

12. 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 water supply purposes irrigation purposes reservoirs works races dams water-courses drains or ditches or for railway purposes roads or highways 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 shall be repaid to him Her Majesty agreeing to pay further the actual cost of removing the improvements effected on the land so resumed or the amount of loss sustained in consequence of relinquishing improvements not removable such cost or amount to be fixed by the Board of Land and Works and shall be payable to such person or persons as the said Board may determine but no compensation for severance or for any person's interest in the unexpired term of this licence shall be given or allowed 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 provision of this licence hereinafter contained

13. That in case possession of any part or parts of the land 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.

14. That if and whenever any part of the said fees for occupation are or any instalment of the amount hereinbefore agreed to be paid or any interest thereon is in arrear whether the same have or has 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 Land 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) personally 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 Act 1890 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 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 or Part I. Division 3 of the Land Act 1890 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 and the holder (if any) of a licence lien over the improvements made on such allotment shall have no claim either at law or in equity against Her Majesty the Governor in Council or the Board of Land and Works by reason of the loss of such lien on the forfeiture or abandonment of this licence provided that the Minister of the Crown for the time being administering the Land Acts may if he think fit repay to the holder of any such licence lien out of any moneys received by him in respect of any improvements on such allotment the whole or any part of the sum of money secured by such licence lien provided further that satisfactory proof be shown that the moneys secured by such licence lien were advanced and that such licence lien was given *bonâ fide* and without fraud or improper collusion on the part of the licensee or of the holder of such licence lien.

15. 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 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.

16. 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 granting of this licence.

17. 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 evidence as the 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 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 will contain 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.

18. 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.

19. 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.

20. 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 as to occupation.

21. 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 *Land Acts* such licence to any person who is qualified for becoming a licensee under Part I. Division 3 of the *Land Act 1890* as amended by the *Maltese Lands Act 1896* and such person shall thereupon be with respect to such licence in the same position as though he had been the original licensee.

22. 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.

23. The licensee further agrees with Her Majesty her heirs and successors in manner following that is to say In the event of the whole or any portion of the land hereby licensed being at any time or times required by the Board of Land and Works or 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 construction 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 connexion with any railway or railway works already or hereafter authorized to be constructed maintained or managed or by the Governor for water supply purposes irrigation purposes reservoirs dams races water-courses or drains or for public roads or highways or mining purposes to be hereafter set out by the authority of the Governor he the said licensee his executors administrators and every licensee will within one month upon receiving notice in writing from the Board of Land and Works or 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 remove any improvements therefrom and relinquish and give up possession of the land so required and all claims 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 for the said buildings erections or fences or for any improvements or for any moneys expended upon the said lands other than the actual cost of removing the improvements or the amount of loss sustained in consequence of relinquishing improvements not removable such cost to be fixed by the Board of Land and Works and may be paid to such person or persons as the said Board determines provided that no compensation for severance or for any person's interest in the unexpired term of this licence shall be given or allowed nor will he or they 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 Board of Land and Works or the Railways Commissioner or other person or persons or corporation aforesaid shall not be liable to construct any crossing 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 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.

24. That the term "Governor" in these presents shall mean the Governor or the Administrator of 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 said 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 herunto set his hand and seal.

Signed sealed and delivered by the above-
named
in the presence of—

(L.S.)

SCHEDULE DD.

NON-RESIDENCE LICENCE OF AN AGRICULTURAL ALLOTMENT IN MALLER.

THIS INDENTURE made this first day of _____ in the year of our Lord One thousand _____ 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 _____ of _____ in the colony of Victoria (hereinafter called

the "licensee") of the other part Whereas the licensee being a person entitled to become a licensee of an agricultural allotment under the provisions of the Land Acts 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 hereinafter 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 mallee country in the parish of _____ county of _____ in the colony of Victoria containing _____ acres more or less and delineated on the plan of

the said parish kept in the office of the Commissioner of Lands and Survey at Melbourne and thereon numbered _____ in the said parish and also delineated on the plan drawn in the margin of these presents and thereon coloured yellow

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 her 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 licensed with or without horses cattle and other animals carts waggons carriages and other vehicles 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 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 persons holding the like authority 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 this licence is subject to the condition 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

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

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 by _____ equal half-yearly instalments of £ _____ each the sum of £ _____ being the amount determined by the Board of Land and Works and paid or payable by Her Majesty the Governor in Council or the Board to the former tenant of the land hereby licensed for improvements of a permanent character on the land hereby licensed and for such former tenant's interest under his lease in such land together with interest on any unpaid portion of such amount at the rate of Four pounds per centum per annum from the date of this licence until the payment of the last half-yearly instalment of such amount The payment of the first of such instalments together with the interest due up to that date to be made on the _____ day of _____ next and every subsequent payment of instalment and interest on the days hereinbefore appointed for the payment of the licence-fee hereunder Provided that upon any default in the payment of any half-yearly instalment of such amount such default shall have the like consequences as a default in the payment of any instalment of licence-fees hereunder and may be levied or recovered by or under the authority of the Board in the like manner as any rent is leviable or recoverable by law And in case the same be levied by distress an order under the seal of the Board shall be a sufficient warrant and authority to distrain.

3. To pay all existing and future rates assessments and taxes for the time being payable by landlord or tenant in respect of the premises.

4. 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.

5. 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 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.

6. 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 Act 1890* and keep the same in repair during the continuance of this licence.

7. That he will in each and every year of the first _____ years from the commencement of this licence make or erect on the said allotment substantial and permanent improvements of the value of _____ for every acre and fractional part of an acre of the allotment.

8. That he will not without the special permit in writing of the Minister of the Crown for the time being administering the Land Acts first had and obtained cut damage or remove or permit to be cut damaged or removed any live pine box or redgum tree growing on the land hereby licensed. Provided that no breach of this covenant shall be deemed to have occurred in case of any pine box or redgum tree cut and removed without such permit if it be proved the same was required and actually used for the purpose of fencing such land or constructing thereon any building or improvement.

9. That he will during the first five years after the date of these presents plant on the land hereby licensed trees of such kind or kinds in such manner and in such number as may for the time being be prescribed by regulations of the Governor in Council in that behalf.

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

11. 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 water supply purposes irrigation purposes reservoir works races dams water courses drains or ditches or for railway purposes roads or highways 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 shall be repaid to him Her Majesty agreeing to pay further the actual cost of removing the improvements effected on the land so resumed or the amount of loss sustained in consequence of relinquishing improvements not removable such cost or amount to be fixed by the Board of Land and Works and shall be payable to such person or persons as the said Board may determine but no compensation for severance or for any person's interest in the unexpired term of this licence shall be given or allowed. 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 provision of this licence hereinafter contained.

12. 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.

13. That if and whenever any part of the said fees for this licence or any instalment of the amount hereinbefore agreed to be paid or any interest thereon shall be in arrear whether the same has 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 Land 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 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 in each and every year of the first _____ years 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 Land Acts or Part I. Division 3 of the *Land Act 1890* 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 and the holder if any of a licence lien over the improvements made on such allotment shall have no claim either at law or in equity against Her Majesty the Governor in Council or the Board of Land and Works by reason of the loss of such lien on the forfeiture or abandonment of this licence. Provided that the Minister of the Crown for the time being administering the Land Acts may if he thinks fit repay to the holder of any such licence lien out of any moneys received by him in respect of any improvements on such allotment the whole or any part of the sum of money secured by such licence lien. Provided further that satisfactory proof be shown that the moneys secured by such licence lien were advanced and that such licence lien was given *bond fide* and without fraud or improper collusion on the part of the licensee or of the holder of such licence lien.

14. 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 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.

15. 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 granting of this licence.

16. That if the licensee fence and make the improvements of the nature and value hereinbefore mentioned on the said allotment in each and every year of the first years from the commencement of this licence 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 the 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 fourteen 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 will contain 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.

17. 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.

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 Part I. Division 3 of the *Land Act* 1890 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. The licensee further agrees with Her Majesty her heirs and successors in manner following that is to say In the event of the whole or any portion of the land hereby licensed being at any time or times required by the Board of Land and Works or the Victorian Railways Commissioner or by any other person or persons or corporation for the time being by any law in force in Victoria authorize 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 connexion with any railway or railway works already or hereafter authorized to be constructed maintained or managed or by the Governor for water supply purposes irrigation purposes reservoirs dams races water-courses or drains or for public roads or highways or mining purposes to be hereafter set out by the authority of the Governor he the said licensee his executors administrators and every licence will within one month upon receiving notice in writing from the said Board or 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 remove any improvements therefrom and relinquish and give up possession of the land so required and all claims 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 other than for the actual cost of removing the improvements or the amount of loss sustained in consequence of relinquishing improvements not removable such cost to be fixed by the Board of Land and Works and may be paid to such person or persons as the said Board determines Provided that no compensation for severance or for any person's interest in the unexpired term of this licence shall be given or allowed nor will he or they 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 Board or the 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 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.

21. That the term "Governor" in these presents shall mean the Governor or the Administrator of the Government of Victoria for the time being unless such meaning shall be inconsistent with the context.

In witness whereof his Excellency the

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 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 above-
named
in the presence of— } (L.S.)

SCHEDULE EE.

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 that portion of the colony of Victoria known as the Mallee 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 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.

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 water-works 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 re-possess 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 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 FF.

LEASE OF AN AGRICULTURAL ALLOTMENT (MALLER LANDS) UNDER THE LAND ACTS.

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 first part the Board of Land and Works (hereinafter referred to as the "Board") of the second part and (hereinafter called the "lessee") of the third 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 the surface and down to a depth of feet below the surface of all that piece of land in the colony of Victoria containing being in the Mallee 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 hold the said piece of land unto the lessee his executors administrators and approved assigns from the day of in the year of our Lord One thousand eight hundred and 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 shilling 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 of the whole or such part of the land hereby demised as may from time to time or at any time be required by the Board of Land and Works or the Victorian Railways Commissioner for railway purposes or by the Governor for water supply purposes irrigation purposes reservoirs dams races water-courses or drains or for public roads or highways or bridges or for mining purposes upon payment by Her Majesty of the actual cost of removing the improvements or the amount of loss sustained in consequence of relinquishing improvements not removable such cost or amount to be fixed by the said Board 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 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

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

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 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 and thereon 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 ore 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 which a person similarly qualified had at the time of the passing of the *Land Act 1890* 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 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 And provided also that the said land may be resumed under section 68 of the *Land Act 1890* And the lessee for himself his heirs executors administrators and assigns doth hereby covenant with Her Majesty her heirs and successors and with the Board 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 or 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 the whole or as often as during the said term any part or parts of the said land is or are required by the Board of Land and Works or the Victorian Railways Commissioner for railway purposes or 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 bridges or for mining purposes that the lessee his executors administrators or assigns will forthwith remove any improvements erected or constructed by him or them from off the land so required and relinquish and give up possession of such land to Her Majesty her heirs or successors Her Majesty paying the actual cost of removing the improvements or the amount of loss sustained in consequence of the relinquishment of 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 the Board shall determine but no compensation for severance or for any person's interest in the unexpired term of this lease shall be given or allowed upon the said land or any part thereof being required for any of the purposes aforesaid 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 assigns 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 the rent herein reserved in respect of the land so required no compensation shall be claimed or paid for any damage by reason of the severing of the lands so required taken from any other lands.

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 re-possess 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 under 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 and 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 under him or them to Her Majesty and any bailiff of Crown lands and all persons acting in the matters complained of or of any such bailiff 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 the Administrator of 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 said 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.

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

Schedule within referred to—Special condition.

SCHEDULE GG.

LEASE OF AN AGRICULTURAL ALLOTMENT (MALLEE) UNDER THE LAND ACTS.

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 first part the Board of Land and Works (hereinafter referred to as the "Board") of the second part and (hereinafter called the "lessee") of the third 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 the surface and down to a depth of _____ feet below the surface of all that piece of land in the mallee

country in the colony of Victoria containing _____ border 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 hold the said piece of land unto the lessee his executors administrators and approved assigns from the _____ day of _____ in the year of our Lord One thousand eight hundred and _____ 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 of the whole or such part of the land hereby demised as may from time or at any time be required by the Board of Land and Works or the Victorian Railways Commissioner for railway purposes or by the Governor for water supply purposes irrigation purposes reservoirs dams races water-courses or drains or for public roads or highways or bridges or for mining purposes upon payment by Her Majesty of the actual cost of removing the improvements or the amount of loss sustained in consequence of relinquishing improvements not removable such cost or amount to be fixed by the said Board 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 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 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 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

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

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 and thereon 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 which a person similarly qualified had at the time of the passing of the *Land Act 1890* 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 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. And provided also that the said land may be resumed under section 68 of the *Land Act 1890*. And the lessee for himself his heirs executors administrators and assigns doth hereby covenant with Her Majesty her heirs and successors and with the Board 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 or 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 neither he nor they will without the special permit in writing of the Minister of the Crown for the time being administering the Land Acts first had and obtained cut damage or remove or permit to be cut damaged or removed any live pine box or redgum tree growing on the land hereby demised. Provided that no breach of this covenant shall be deemed to have occurred in case of any pine box or redgum tree cut and removed without such permit if it be proved the same was required and actually used for the purpose of fencing such land or constructing thereon any building or improvement.

4. That he or they will during the first five years after the date of these presents plant on the land hereby demised trees of such kind or kinds in such manner and in such numbers as may for the time being be prescribed by regulations of the Governor in Council in that behalf.

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

6. That these presents are upon this express condition that if at any time the whole or as often as during the said term any part or parts of the said land is or are required by the Board of Land and Works or the Victorian Railways Commissioner for railway purposes or 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 bridges or for mining purposes that the lessee his executors administrators or assigns will forthwith remove any improvements erected or constructed by him or them from off the land so required and relinquish and give up possession of such land to Her Majesty her heirs or successors Her Majesty paying the actual cost of removing the improvements or the amount of loss sustained in consequence of the relinquishment of 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 the Board shall determine but no compensation for severance or for any person's interest in the unexpired term of this lease shall be given or allowed upon the said land or any part thereof being required for any of the purposes aforesaid 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 assigns 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 the rent herein reserved in respect of the land so required no compensation shall be claimed or paid for any damage by reason of the severing of the lands so required taken from any other lands.

7. 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 re-possess 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 and 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 or of any such bailiff for the entry or trespass or other matters complained of in such action or other proceedings.

8. The term "Governor" in these presents shall mean the Governor or the Administrator of 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 said 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.

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 in the presence of— (L.S.)

Schedule within referred to—Special condition.

SCHEDULE HH.

PERPETUAL LEASE OF AGRICULTURAL 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 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 mallee country 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 hundred and 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 loads 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 first day of _____

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

December One thousand nine hundred and three and for the period of ten years from the first day of December One thousand nine hundred and three 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 if any rent payable under this demise be in arrear for one year he or they will pay interest thereon at the rate of Four pounds per centum per annum and if such rent be in arrear for two years he or they will pay interest thereon at the rate of Five pounds per centum per annum and if such rent be in arrear for three years he or they will pay interest thereon at the rate of Six pounds per centum per annum and if such rent shall be in arrear for four years from the time when the same became due then these presents shall be absolutely void and of no effect. Provided always that the Board of Land and Works shall have the same powers for the recovery of such rents and of any interest thereon by suit distress forfeiture or otherwise as it has with respect to the recovery of the licence-fees of licences issued under section 44 of the *Land Act 1890*.

3. 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.

4. That he or they will within six months after the granting hereof reside upon the land hereby 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 to the satisfaction of the Board 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.

5. 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 such 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 such lessee at any time within twelve calendar months from the date of such insolvency or death to assign such lease to any person who is qualified for becoming a lessee under Part II. of the *Land Act 1893* and such person shall thereupon be with respect to such lease in the same position as though he had been the original lessee.

6. That these presents are upon this further condition that he or they will not after the expiration of the first six years of this lease transfer mortgage sublet or part with the possession of the whole or any part of the land hereby demised without the written consent of the Board first had and obtained which may be given upon the Board being satisfied that all the covenants and conditions hereof have been complied with and that no rent is due hereunder.

7. That he or they will forthwith after the granting of this lease commence 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 to the satisfaction of the Board of Land and Works.

8. That he or they will not cut damage remove or cause or permit to be cut damaged or removed any live pine box or redgum trees growing upon the land hereby demised except upon the receipt of a special permit by the Minister of Lands.

9. That he or they will protect or cause to be protected from fire or other destruction to the satisfaction of the Board of Land and Works all belts or clumps of pine box or redgum trees growing upon the land hereby demised.

10. 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 1899* enclose the land described herein with a fence and keep the same in repair.

11. That these presents are upon this condition that he or they will during the first five years after the date of this lease plant trees on the land hereby demised in accordance with regulations to be made under sub-section (d) of section 134 of the *Land Act 1898* the number of acres so to be planted and the kind and number of trees with which they are to be planted shall be prescribed by the regulations made or to be made in accordance with section 8 of the *Mallee Lands Act 1896*.

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 Her Majesty her heirs and successors shall have the right from time to time and at all times to resume possession of any part or parts of the land hereby demised which may in the opinion of the Board of Land and Works or the Victorian Railways Commissioner be required for railway purposes or which may in the opinion of the Governor in Council be required for water supply purposes irrigation purposes reservoirs dams races water-courses drains ditches or reserves for public purposes or for public railways roads highways canals or other internal communication through such lands or for mining purposes. And further that in the event of such resumption the lessee his executors administrators and assigns or any mortgagee or licensee will remove any improvements from off the land so resumed Her Majesty agreeing to pay the actual cost of removing such improvements or 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 he or they will pay to Her Majesty by half-yearly instalments of £ *s. d.* each the sum of £ *s. d.* being the amount determined by the Board as the value of improvements paid or payable by Her Majesty the Governor in Council or the Board to the previous tenant of the land hereby demised for improvements of a permanent character on such land and for such tenant's interest in the land hereby demised together with interest on any unpaid portion of such amount at the rate of Four pounds per centum per annum payable half-yearly from the date of these presents until the payment of the last half-yearly instalment of such amount the payment of the first of such instalments and of interest to be made on the day of

next and subsequent payments on the day of and the day of in each year until the whole amount be paid. Provided that in the event of any default in payment of any half-yearly instalment of the amount hereinbefore agreed to be paid such default shall have the like consequences as a default in the payment of rent hereunder and the same may be levied or recovered by or under the authority of the Board in like manner as rent is leviable or recoverable by law and in case the same be levied by distress an order under the seal of the Board shall be a sufficient warrant and authority to distrain.

18. That in the event of any rent hereunder being in arrear for the space of one year interest thereon at such rate not exceeding Four pounds per centum per annum as the Board may fix commencing from the time when such rent became due and for two years interest thereon at such rate not exceeding Five pounds per centum per annum as the Board may fix commencing from the time when such rent became due and for three years at such rate not exceeding Six pounds per centum per annum as the Board may fix commencing from the time when such rent became due shall be paid and if any rent remains unpaid at the expiration of four years from the time when the same became due these presents shall *ipso facto* become absolutely forfeited to Her Majesty and shall be cancelled.

19. 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 whosoever 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 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.

<p>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 in the presence of—</p> <p style="text-align: right;">President. Member.</p>	<p>(L.S.)</p>
<p>Signed sealed and delivered by the above-named in the presence of—</p>	<p>(L.S.)</p>

SCHEDULE II.



CROWN GRANT IN FEE.

(Mallee.)

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 that portion of our colony of Victoria known as the mallee 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 in the mallee 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 in the said colony All that piece of land in the mallee 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 hearings In testimony whereof we have caused this our grant to
and measurements be sealed at Melbourne with the seal of the said colony
are approximately given on this plan. Witness our trusty and well-beloved
The measurements Governor and Commander-in-Chief in and over the
are in links. 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 18 at o'clock in the noon		

SCHEDULE JJ.



CROWN GRANT IN FEE.

(Mallee.)

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 that portion of our colony of Victoria known as the mallee 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 herein-after described in the mallee 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 mallee 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 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 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

Note.—The bearings and measurements of the 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 18 at o'clock in the noon.		

SCHEDULE KK.

CROWN GRANT IN FEE.

(Mallee.)

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 that portion of our colony of Victoria known as the mallee 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 in the mallee Now know ye that in consideration of the sum so paid and in pursuance of the Land Acts we do hereby grant unto his heirs and assigns so much and such parts as lie above feet below the surface of All that piece of land in the mallee 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 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 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 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 by such person for surface damage to be done to and measurements 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 LL.

CONDITIONAL PURCHASE LEASE, 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 nine 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 Whereas the lessee under the provisions of subdivision 7 of Part I. of the *Land Act 1898* has made application for the conditional purchase by half-yearly instalments of £ each of the allotment of swamp or reclaimed land hereinafter referred to valued at the sum of £ and whereas such value with interest thereon calculated at the rate of Four pounds ten shillings per centum per annum for years (the term agreed upon by the lessee and the Board as that over which the payments of purchase money shall extend) amounting in the whole to the sum of £ and whereas the lessee has with his application paid the sum of £ on account of the first two half-yearly instalments of principal and interest (which instalments have been calculated in accordance with the tables in force on the first day of July One thousand eight hundred and ninety-nine applicable for the repayment by half-yearly instalments of an advance of £ lent at Four pounds ten shillings per centum interest per annum for years by the Commissioners of Savings Banks under Division 3 of Part I. of the *Savings Bank Act 1890 Amendment Act 1896*) Witnesseth that in consideration of the payments hereby covenanted to be made 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 situate in the county of parish of 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 for the term of years from the day of the date of these presents unless sooner determined as hereinafter provided 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 the whole or such parts of the said land as may from time to time be required for water supply purposes irrigation purposes reservoirs drains races water-courses or drains or for railways roads or high-ways or for mining purposes or for any public purpose whatsoever such land or such parts of the same (as the case may be) 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 tipn 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 the sum of £

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

by equal half-yearly instalments of £ each on the first day of and the first day of

in every year clear of all deductions Payment of the first two of such half-yearly instalments having been made the next of the said half-yearly payments to be made on the first day of that will be in the year One thousand nine

and the last of the said half-yearly instalments to be made on the first day of next preceding the expiration of the term hereby created

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 instalments 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 on this further 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 Ten shillings for every acre of the said land in each of the first three years from the commencement of this lease.

4. That these presents are on this further condition that the lessee shall not transfer assign mortgage or 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.

5. That he or they after the expiration of the six years hereinbefore limited will not during the term hereby created transfer assign mortgage sublet or part with the possession of the land hereby demised or any part thereof without the written consent of the Board first had and obtained such consent will not be given unless the Board be satisfied that all the covenants and conditions of these presents have been complied with and observed nor will it be given in favour of any person who would thereby become the holder of land exceeding One thousand pounds in value.

6. That he or they will forthwith after the granting of this lease commence 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 free of Bathurst burr wild briar and gorse to the satisfaction of the Board of Land and Works.

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 conditions or the nature of the land hereby 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 he or they will at all times during the term hereby created keep open and free from obstruction and to the satisfaction of the Board 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 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 one hundred and thirty-two feet from such part and that he or they will not do or cause or permit to be done upon the said land or any part thereof any act or thing whereby such drains may be injured or endangered.

9. That he or they will forthwith fence off to the satisfaction of the Board all drains on each side thereof with a substantial fence and will prevent live stock from having access to the banks thereof.

10. That neither he nor they will water or permit to be watered live stock 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 executors administrators or assigns.

11. In the event of any drain being the boundary between the land hereby demised and any other swamp or reclaimed land held either in fee simple or under lease or licence from the Crown subject to a condition to maintain or keep open such drain the obligation of the lessee his executors administrators or assigns hereunder with regard to cleaning out or keeping open such boundary drain shall extend only to the centre line of such drain.

12. That he or they will permit any person appointed in that behalf by the Board 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. Provided that forfeiture for non-payment of any instalment may be prevented by payment of such instalment with an additional sum equal to Five per centum of the amount of such instalment within three months of the due date thereof or of Ten per centum of such amount within six months of such date.

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 any portion of the land hereby demised for the purpose of resuming any lands comprised therein required for reserves for public purposes roads railways canals reservoirs or for mining purposes. The lessee upon such entry shall remove any improvements from the land so resumed and relinquish and give up possession of the same to Her Majesty. There shall be paid by Her Majesty her heirs or successors the actual cost of removing and re-erecting and any actual depreciation in value caused by such removal and re-erection of the improvements and the amount of loss sustained in consequence of relinquishing 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 land and may be paid to such person or persons as the Board determines.

17. That these presents are upon this further condition that if and whenever any instalment covenanted to be paid hereunder shall be in arrear for six calendar months 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.

18. That these presents are upon this further condition that at any time after the expiration of the first six years of this demise provided that the Board is satisfied that all the covenants and conditions of these presents have been observed and complied with and the fencing and improvements maintained and that the full purchase money for such land has been paid the lessee shall upon payment of the prescribed fees be entitled to demand and obtain from the Governor in Council a Crown grant for the land not theretofore resumed the subject of these presents.

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	} (L.S.)
One thousand hundred	
in the presence of—	
President.	} (L.S.)
Member.	
Signed sealed and delivered by the above-named	} (L.S.)
in the presence of—	

And the Honorable James Hiers McColl, 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.