



SECOND SUPPLEMENT  
TO THE  
VICTORIA  
GOVERNMENT GAZETTE

OF FRIDAY, JUNE 22, 1900.

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WEDNESDAY, JUNE 27.

[1900.

ALTERATION OF REGULATIONS UNDER THE LAND ACTS.

*At the Executive Council Chamber, Melbourne, the eighteenth day of June, 1900.*

PRESENT :

His Excellency the Lieutenant-Governor.

Mr. McLean  
Mr. Irvine  
Mr. Davies  
Mr. Outtrim  
Mr. Graham

Mr. McColl  
Mr. Melville  
Mr. Watt  
Mr. Salmon.

WHEREAS by the Land Acts power is given to the Governor in Council from time to time to make, alter, and rescind rules, regulations, and orders for the various purposes therein specified: Now therefore His Excellency the Lieutenant-Governor of Victoria, acting by and with the advice of the Executive Council thereof, doth hereby make the following alterations in and additions to the regulations made under the provisions aforesaid (that is to say) :—

In the Regulations made on the 4th day of July, 1899, Schedules P and Q are hereby rescinded, and Schedules P<sup>1</sup> and Q<sup>1</sup> hereto are substituted therefor.

In the Regulations made on the 8th day of February, 1900, Schedule LL is hereby rescinded, and Schedule LL<sup>1</sup> hereto is substituted therefor.

PART IV.—SAW-MILL AND TIMBER LICENCES.

STATE FORESTS, TIMBER RESERVES, AND OTHER CROWN LANDS.

Chapter XIII.—Felling and removal of redgum timber and payment for same by measurement.

*Gunbower State Forest.*

Within the Gunbower State Forest the payment for deadwood billets, split and stacked, shall be One penny (1d.) per ton measurement.—(Corr. F.22818.)

LANDS ACQUIRED FOR PURPOSES OF CLOSER SETTLEMENT.

*Farm Allotments.*

Upon payment of the valuation (if any) and of the fee for lease being reported, there shall be issued to the approved applicant a permit to occupy the land to be indicated therein.

SCHEDULE P1.

LEASE UNDER SECTION 85 LAND ACT 1890.—SWAMP OR RECLAIMED LAND.

Entered in the Register Book Vol. Fol.

Assistant Registrar of Titles.

THIS INDENTURE made the day of One thousand eight hundred and ninety. between His Excellency

Governor and Commander-in-Chief in and over the Colony of Victoria and its Dependencies in the name and on behalf of Her Most Gracious Majesty Queen Victoria of the one part and

of in the said colony (hereinafter called the "lessee") of the other part

Whereas the Governor with the advice of the Executive Council has thought fit to grant a lease of the land hereinafter described and demised (such land forming part of the swamp or reclaimed lands in the said colony drained and reclaimed under the provisions of the *Land Act* 1890) unto the said lessee who has been declared the highest bidder for and the purchaser of the right to such lease for a period of twenty-one years from the day of the date hereof at the rent of

per annum payable quarterly in advance And whereas the lessee has paid a quarter's rent in advance Now this Indenture witnesseth that in consideration of the payment aforesaid and of the yearly rent covenants and agreements hereinafter reserved and contained on the part of the said lessee h executors administrators and permitted assigns to be paid and performed Her Majesty doth by these presents grant and demise unto the lessee h executors administrators and permitted assigns the surface and down to a depth of

feet below the surface of all that piece or parcel of land being part of the land drained and reclaimed from the Swamp and being allotment of section parish of county of

containing more or less and also delineated on the plan drawn on the margin of these presents with the appurtenances Excepting and reserving to Her Majesty her heirs and successors all gold and silver and auriferous and argentiferous earth or stone and all copper tin antimony coal and all other metals and

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

minerals whatsoever and all mines seams veins lodes and deposits containing gold silver copper tin antimony coal and other metals and minerals in upon and under the said demised premises together with liberty for Her Majesty her heirs and successors and her and their agents servants lessees licensees and assigns at any time or times during

the said term to enter upon the said land and to search and mine therein for gold silver copper tin antimony coal and other metals and minerals and to remove therefrom any gold silver auriferous and argentiferous earth or stone copper tin antimony coal and other metals and minerals and for the purposes aforesaid to sink shafts make drives erect machinery and do any other things which may be necessary or usual in mining And also reserving and excepting unto Her Majesty her heirs and successors the right of resumption of such parts of the said land as shall from time to time be required by the Governor in Council for the formation of public roads highways or bridges and also such parts of the said land as shall from time to time be required for the construction of railways railway works or stations already or hereafter authorized to be constructed To have and to hold the premises hereby demised with their appurtenances unto the said h executors administrators

and assigns for the term of Twenty-one years from the day of the date of these presents Yielding and paying therefor during the said term the yearly rent of by four equal quarterly payments in advance of on the day of the day of the day of

and the day of in each year clear of all deductions the first of such quarterly payments having been already made as aforesaid And the said lessee doth hereby for h self h heirs executors and administrators covenant and agree with Her Majesty her heirs and successors that he the said lessee h executors administrators or assigns will during the said term observe and perform and be bound by the several covenants conditions provisos agreements acts matters and things hereinafter contained (that is to say):—

1. That he or they will pay the said rent in manner aforesaid clear of all deductions.
2. That he or they will during the said term pay and discharge all and all manner of taxes rates duties charges assessments and impositions whatsoever whether the same be payable by landlord or tenant or partly by each in respect of the land hereby demised.
3. That he or they will not assign sublet subdivide or part with the possession of the said land without the consent in writing of the Board of Land and Works being previously had and obtained.
4. That he or they will at all times during the said term keep open and free from obstruction and to the satisfaction of the Board of Land and Works all canals ditches drains cuts channels water-courses sewers and works (which several matters and things are hereinafter included and referred to under the term "drains") now upon the land hereby demised and the portions of the several drains adjacent to such land shown on the plan in the margin and thereon coloured blue which shall at any time during the continuance of this demise exist and be upon the land hereby demised or be upon any road or reservation abutting or bounding the same or any part thereof and within a distance of not more than 66 feet from such part and that he and they shall not nor will do or cause or permit to be done upon the said land or any part thereof any act deed or thing whereby such drains may be injured or endangered.
5. That he or they will forthwith fence off to the satisfaction of the Board of Land and Works all such drains on each side thereof with a

substantial fence and prevent all live stock from having access to the banks thereof and shall to the like satisfaction similarly fence the land hereby demised on any side frontage or portion thereof which is not bounded by any such drain and all such fences keep in good and substantial repair and to the like satisfaction during the whole of the said term.

6. That he and they will not water or permit to be watered any live stock at any time on the land hereby demised at the said drains except by means of one or more side cuttings leading therefrom to be made by and at the expense of the lessee his heirs executors or administrators.

7. That if any such drain now forms or at any time hereafter during the continuance of this demise shall form and be the boundary between the land hereby demised and any other swamp or reclaimed land demised to any other lessee as swamp or reclaimed land within the meaning of the Land Acts it shall not be obligatory on the lessee his executors administrators or assigns so long as such other land is the subject of a demise to any other person or persons to clear out keep open or fence off under any preceding covenant of this indenture more than that portion of such boundary drain on which the land hereby demised abuts or of which it forms the boundary to the centre thereof.

8. That these presents are on this condition that the lessee his executors administrators or assigns shall make substantial and permanent improvements on the land to the extent of Ten shillings per acre in each of the first three years from the commencement of this lease.

9. That he or they shall and will at the expiration or sooner determination of the said term hereby granted peaceably deliver up to Her Majesty or her successors the premises hereby demised together with all houses fences and improvements that now are or may be made erected or constructed thereon in good and sufficient order and repair and also shall and will permit any person appointed by the Board of Land and Works in that behalf to enter on the land hereby demised to ascertain if the conditions and covenants of this lease are being performed by the lessee his executors administrators or assigns.

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

11. That notwithstanding anything hereinbefore contained it shall be lawful for the Governor with the consent aforesaid to resume for any purpose not hereinbefore stated possession of the whole or any part of the land hereby demised on payment of or tender to the lessee his executors administrators or permitted assigns or other person lawfully in occupation of the land hereby demised full compensation for all improvements made by the lessee his executors administrators or permitted assigns upon the land hereby demised and thereupon these presents shall in the case of the resumption of the whole of the land hereby demised absolutely cease and determine and in the case of a resumption of part of such land shall as to such part and the obligation to pay rent as to such part absolutely cease and determine and the value of such compensation and the amount of the reduced rent as the case may be shall be absolutely fixed and determined by the Board of Land and Works whose award shall be final and conclusive.

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

13. That these presents are upon this further condition that the Board whenever it is in its opinion necessary for the effective draining of any other allotment of land in the vicinity may grant upon such terms and conditions and subject to such qualifications as it thinks fit authority to the owner or occupier of such allotment to cut and use a drain through the land hereby demised such drain to run parallel with and within ten links where practicable of a boundary line of the land hereby demised. Neither the lessee his executors administrators or assigns shall be entitled to receive or be paid any compensation by reason of the cutting or using of such drain by the owner or occupier of such allotment.

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

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

SCHEDULE Q<sup>1</sup>.

## PERPETUAL LEASE OF SWAMP OR RECLAIMED LANDS.

Entered in the Register Book, Vol. Fol.

THIS INDENTURE made the first day of Assistant Registrar of Titles. -  
 One thousand eight hundred and in the year of our Lord  
 between His Excellency

Governor and Commander-in-Chief in and over the Colony of Victoria and its Dependencies with the advice of the Executive Council thereof in the name and on behalf of Her Most Gracious Majesty Queen Victoria of the first part the Board of Land and Works (hereinafter referred to as the "Board") of the second part and of Victoria (hereinafter called the "lessee") of the third part Witnesseth that in consideration of the rent hereby reserved and the covenants conditions and provisos herein contained and on the part of the lessee his executors administrators and assigns to be observed and performed Her Majesty doth by these presents grant and demise unto the lessee the surface and down to a depth of feet below the surface of all that piece of land in the colony of Victoria containing and shown with the measurements and abutments thereof in the map or diagram drawn in the margin of these presents and in such map or diagram coloured yellow to have and to hold the said piece of land unto the lessee his executors administrators and assigns from the day of in the year of our Lord One thousand eight hundred and ninety- and thenceforward in perpetuity for so long as the lessee his executors administrators or assigns shall continue to pay the rent hereby reserved as the same becomes due and shall observe and perform the covenants conditions and provisos herein contained and on the part of the lessee his executors administrators and assigns to be observed and performed Excepting and reserving nevertheless unto Her Majesty her heirs and successors the right of resumption for public purposes and in accordance with the provisions and conditions hereinafter expressed and contained such parts of the said land as may from time to time be required by the Governor in Council for water supply purposes irrigation purposes reservoirs dams races water-courses or drains or for public roads or high-ways or for mining purposes or for any public purpose whatsoever or by the Board or the Victorian Railways Commissioner for railway purposes such parts of the said land when the same is required for any of the purposes aforesaid to be set out by description in a proclamation in the *Government Gazette* and also described in a notice in writing to the lessee his executors administrators or transferees by the Governor for the time being acting with the advice of the Executive Council such notice to the lessee his executors administrators or assigns being delivered to or sent through the post office addressed to the occupier of the land for the time being And further excepting and reserving unto Her Majesty her heirs and successors all gold and silver and auriferous and argentiferous earth and stone and all copper tin antimony coal and all other metals and minerals and mineral ores whatsoever and all mines seams veins lodes and deposits containing gold silver copper tin antimony coal and other metals and minerals and mineral ores in upon and under the said demised premises together with liberty for Her Majesty her heirs and successors and her or their agents servants lessees licensees and assigns at any time or times during the continuance of this demise to enter upon the said land and to search and mine therein or thereon for gold silver copper tin antimony coal and other metals and minerals and mineral ores and to remove therefrom any gold silver auriferous and argentiferous earth and stone copper tin antimony coal and other metals and minerals and mineral ores and for the purposes aforesaid to sink shafts make drives and do any other things which may be necessary or usual in mining Provided that the said land is and shall be subject to the right of any person being the holder of a miner's right or of a licence to search for metals or minerals or of a mining or mineral lease to enter thereon and to mine and to erect and occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those which persons so qualified had at the time of the passing of the *Land Act 1890* to mine in and upon Crown lands Provided that compensation shall be paid to the lessee his executors administrators or assigns by any such person for surface damage to be done to such land by reason of mining thereon such compensation to be determined as provided by law and the payment thereof to be a condition precedent to such right of entry Yielding and paying therefor in advance on the first day of in every year clear of all deductions the rent calculated at the rate of per annum until the twenty-ninth day of December One thousand nine hundred and nine and for the period of ten years from the twenty-ninth day of December One thousand nine hundred and nine and for every successive period of ten years thereafter calculated at such amount per annum as shall from time to time be fixed by the Board of Land and Works And the lessee doth hereby for himself his heirs executors administrators and assigns covenant and agree with Her Majesty her heirs and successors and with the Board that he the lessee his executors administrators or assigns will observe and perform and be bound by the several covenants conditions provisos agreements acts matters and things hereinafter contained (that is to say):—

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

1. That he or they will pay the rent for the time being payable hereunder at the times and in manner hereinbefore appointed for payment thereof clear of all deductions.
2. That he or they will during the continuance of this demise pay all existing and future rates assessments and taxes for the time being payable either by landlord or tenant in respect of the said premises.
3. That these presents are upon this condition that neither he nor they will transfer assign mortgage sublet or part with the possession of the whole or any part of the land hereby demised within the first six years of this lease Provided that in the case at any time of the insolvency or death

of the lessee it shall be lawful for the assignee or trustee in insolvency or for the executor or administrator of the lessee at any time within twelve months from the date of such insolvency or death to assign these presents to any person who is qualified for becoming a lessee under Division 4 of Part I. of the *Land Act* 1898 and such person shall be with respect to this lease in the same position as though he had been the original lessee.

4. That he or they after the expiration of the period of six years in the last preceding clause mentioned will not transfer assign or mortgage the land hereby demised without the written consent of the Board of Land and Works first had and obtained it being a condition of these presents that if at any time after the expiration of the first six years hereof the Board is satisfied that all the covenants and conditions hereof have been complied with that the lessee may with the written consent of the Board transfer mortgage sublet or part with the possession of the whole or any part of the land hereby demised.

5. That he or they will forthwith after the issue of this lease commence and continue to destroy and will within two years after the granting of this lease have destroyed to the satisfaction of the Board of Land and Works the animals and birds by the *Land Act* 1890 included in the term "vermin" or which the Governor in Council may by proclamation in the *Government Gazette* declare to be vermin for the purposes of the said Act upon the land hereby demised and will keep the same free of such animals and birds and Bathurst burr wild briar and gorse to the satisfaction of the Board of Land and Works.

6. That these presents are upon this condition that the lessee shall on the land hereby demised make substantial and permanent improvements certified in writing under the seal of the Board to the value of for every acre of the said land before the end of the third year from the commencement of this lease and to the value of a further for every acre before the end of the sixth year from such commencement.

7. That these presents are upon this further condition that the lessee for the time being shall keep open all canals ditches drains cuts channels water-courses sewers and works on the land (which several matters are hereinafter referred to as "drains") to the satisfaction of the Board.

8. That he or they will keep open and free from obstruction and to the satisfaction of the Board such portions of any drains adjacent to the land hereby demised and be upon any road or reservation abutting or bounding the same or any part thereof and within a distance of not more than 66 feet from such part.

9. That he or they will within six years from the issue of this lease if not sooner called upon under the provisions of the *Fences Act* 1890 enclose the land described herein with a fence and keep the same in repair. Provided nevertheless that where any lessee proves to the satisfaction of the Board that owing to the physical nature of the land demised the enclosing thereof with a fence would be impracticable or where in the opinion of the Board the fencing of the whole or any part of the land hereby demised is not required the Board may in writing accept as a compliance with this covenant the expenditure by the lessee on such land for substantial improvements previously approved by the Board of an amount equivalent in the Board's opinion to the cost of fencing.

10. That he or they will forthwith fence off to the satisfaction of the Board all drains on or on either side of the land with a substantial fence and prevent all live stock from having access to the banks thereof and at all times keep such fences in good and substantial repair to the like satisfaction.

11. That he and they will not water or permit to be watered any live stock at any time on the land hereby demised at any drains except by means of one or more side-cuttings leading therefrom to be made by or at the expense of the lessee.

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

13. That every holder of a miner's right or of a licence to search for metals or minerals or of a gold-mining lease or of a mineral lease shall have the right and that the lessee his executors administrators or assigns will at all times allow every such person to enter upon the area hereby demised and every part thereof and search for gold silver and any other metal or mineral whatsoever as the case may be and to mine thereon and to erect and occupy mining plant and machinery upon making compensation to the lessee his executors administrators or assigns for surface damage to be done to such land by reason of mining thereon.

14. That he or they shall and will observe perform fulfil and be bound by the stipulations conditions covenants and provisos contained in the Schedule hereto or which may be made pursuant to the Land Acts from time to time by the Governor in Council.

15. That these presents are upon this condition that if and whenever there shall be a breach of or non-compliance with any of the covenants stipulations conditions provisos or agreements by the lessee herein contained and the Governor in Council shall determine that this lease shall in consequence be avoided (and the production of the minute of the proceedings of the Executive Council whereat such determination was arrived at shall be conclusive evidence thereof) then these presents and the term hereby created shall be void and of no effect.

16. That these presents are upon this further condition that the Governor in Council or the Board may at any time enter upon the whole or portion of the land hereby demised for the purpose of resuming the same if required for reserves for public purposes railways roads highways canals or other internal communication through such lands or for reservoirs or for mining purposes. And further that in the event of such entry the lessee his executors administrators and assigns or any mortgagee or lienee will remove any improvements from off the land so resumed and relinquished and give up possession of the same to Her Majesty. There shall be paid by Her Majesty the actual cost of removing and re-erecting and any actual depreciation in value caused by such removal and re-erection

of such improvements and the amount of loss sustained in consequence of the relinquishment of any improvements not removable such cost or amount to be fixed by the Board of Land and Works and to be payable to such person or persons as it determines Provided that no compensation for severance or for any person's interest in the unexpired term of the lease shall be given or allowed.

17. That these presents are upon this further condition that if and whenever any part of the said rent or any interest or other payment of whatsoever kind covenanted to be paid hereunder shall be in arrear for thirty days whether the same shall have been legally demanded or not or if and whenever there shall be a breach of any of the covenants and agreements positive or negative by the lessee hereinbefore contained and this lease be avoided either by operation of law or by a determination of the Governor in Council hereinbefore provided then these presents and the term hereby created shall be void and of no effect and immediately upon these presents and the term hereby created becoming void and of no effect it shall be lawful for any bailiff of Crown lands or for any other agents or officers authorized in that behalf without any demand whatsoever to enter upon the land hereby demised and the lessee his executors administrators and assigns and all persons claiming from under or through him or them for ever to expel and remove therefrom without any legal process whatsoever and as effectually as any sheriff might do in case Her Majesty had obtained judgment in ejectment for recovery of possession of the said land and a writ of habere factas possessionem or other process had issued on such judgment directed to such sheriff in due form of law And that in case of such entry and any action being brought or other proceeding taken for or on account of the same by any person whomsoever the defendants or defendant to such action may plead leave and licence in bar thereof and these presents shall be conclusive evidence of the leave and licence of the lessee his executors or administrators and all persons claiming from under or through him or them to any bailiff of Crown lands and all persons acting in the matters complained of in such action or other proceedings.

In witness whereof His Excellency

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

The Common Seal of the Board of Land and Works was hereunto affixed the day of in the year of our Lord One thousand hundred in the presence of— President. Member. (L.S.)

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

Schedule in Clause 14 of the above written Indenture referred to.

That these presents are upon this further condition that the Board whenever it is in its opinion necessary for the effective draining of any other allotment of land in the vicinity may grant upon such terms and conditions and subject to such qualifications as it thinks fit authority to the owner or occupier of such allotment to cut and use a drain through the land hereby demised such drain to run parallel with and within ten links where practicable of a boundary line of the land hereby demised. Neither the lessee his executors administrators or assigns shall be entitled to receive or be paid any compensation by reason of the cutting or using of such drain by the owner or occupier of such allotment.

SCHEDULE LL1.

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 dams 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 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 the sum of                    by                    equal half-yearly instalments of                    each on the first day of                    and the first day of                    in every year clear of all deductions

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

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 hundred                    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



June 27, 1900.

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

*Schedule in Clause 14 of the above written Indenture referred to.*

That these presents are upon this further condition that the Board whenever it is in its opinion necessary for the effective draining of any other allotment of land in the vicinity may grant upon such terms and conditions and subject to such qualifications as it thinks fit authority to the owner or occupier of such allotment to cut and use a drain through the land hereby demised such drain to run parallel with and within ten links where practicable of a boundary line of the land hereby demised. Neither the lessee his executors administrators or assigns shall be entitled to receive or be paid any compensation by reason of the cutting or using of such drain by the owner or occupier of such allotment.

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.

*Education Act 1890.*

## ALTERATION OF REGULATIONS.

At the Executive Council Chamber, Melbourne, the eighteenth day of June, 1900.

## PRESENT :

His Excellency the Lieutenant-Governor.

Mr. McLean	Mr. McColl
Mr. Irvine	Mr. Melville
Mr. Davies	Mr. Watt
Mr. Outtrim	Mr. Salmon.
Mr. Graham	

WHEREAS by section 23 of the *Education Act 1890* (54 Vict. No. 1086) it is enacted that the Governor in Council may from time to time make and rescind regulations for all or any of the purposes therein mentioned, and generally for carrying the said Act into effect: Now therefore His Excellency the Lieutenant-Governor of Victoria, with the advice of the Executive Council thereof, doth by this Order rescind Regulation No. X. (*Scholarships*) and Regulation No. XI. (*Exhibitions*) of the Regulations made under the provisions of the Act aforesaid, and doth make the following Regulations in lieu thereof respectively, viz.:—

## REGULATION X.—SCHOLARSHIPS.

The Minister of Public Instruction may annually award 60 Scholarships, or any less number, to pupils of State schools, in the manner and on the conditions hereinafter mentioned:—

1. Scholars will be selected upon competitive examinations held during December of each year. No competitor will be permitted to attend any such examination unless he shall have been classified in the Sixth Class of his school from at least the first day of July immediately preceding, and each successful competitor will be required to produce a certificate of birth showing that he will not have completed his fourteenth year before the first day of January succeeding the examination; and no competitor will be selected unless he shall, during the two years immediately preceding the latter date, have been continuously on the rolls of, and in attendance at, a State school.

2. The subjects for examination will be:—

Composition,	} As far as prescribed in Regulation I.
Penmanship,	
Arithmetic,	
Grammar,	
Geography,	
History, Elementary Science,	

3. Each Scholarship will be of the annual value of £10, tenable for three years, upon the following conditions:—

- (a) That the scholar shall, at the commencement of the session following the award of the Scholarship, become a student in one of the approved secondary schools or colleges, or in one of such other schools or colleges as may be approved of by the Minister.
- (b) That he shall continue to attend one of the above secondary schools or colleges and shall obtain at the end of each year a report from the authorities of the same.

If no report or an unfavorable report be received, or if at any time the Minister be satisfied that the conduct of any scholar has been disorderly or immoral, the Scholarship and all the advantages connected therewith shall thereupon cease and determine.

- (c) That the scholar show progress as required in clause 7.

4. Where a scholar does not reside within 3 miles of an approved secondary school or college, the Minister may, at his discretion, allow him such sum (not exceeding £5 per annum) as will cover the cost of transit to and fro, if the school or college is easily accessible by rail or coach; or may commute the Scholarship for one of £40 tenable upon the conditions mentioned in clause 3.

5. Payments will be made quarterly. All payments, however, by the Minister, will be conditional on moneys being placed at his disposal by the Legislature.

6. Examinations of State school pupils for Scholarships offered by secondary schools or colleges may be held annually, under the supervision of the Department, provided that the conditions under which such Scholarships are to be offered have been previously approved by the Minister of Public Instruction. Holders of these Scholarships will be eligible to compete for Exhibitions subject to the conditions of the Regulation relating thereto. 10012245

7. Holders of all Scholarships will be required to attend an annual examination, and those who fail to pass satisfactorily will have their Scholarships withdrawn.

NOTE.—The Council of Agricultural Education offers five scholarships triennially as provided for in section 19 of Act No. 1062, as quoted below :—

*It shall be competent for the Agricultural College council to cause to be held in each of the five agricultural divisions of Victoria a competitive examination of boys attending State schools in the said divisions, and the boys who shall excel in such subjects as may be submitted to them shall be entitled to be admitted free of charge to the agricultural college or experimental farm for a course of training, such examinations to be held every three years.*

The candidates must be over 14 years of age.

The examination will be competitive, and the subjects will be as specified under 2 *supra*. The first examination will be held in December, 1900.

Two additional Scholarships are being made available by the Minister of Agriculture for the Viticultural College, Rutherglen, and will be open to competition at the same time on similar conditions—except that the competitors must be over 15 years of age.

#### REGULATION XI.—EXHIBITIONS.

The Minister of Public Instruction may annually award twenty exhibitions or any less number in the manner and on the conditions hereinafter mentioned :—

1. At the competitive examinations provided for under clause 2 *infra*, successful competitors for exhibitions will, up to and including the examination to be held in January, 1903, have the option of entering as students at the University or on a science course at technical schools. At subsequent examinations at least one-fourth of the number of exhibitions awarded shall be reserved for students desiring to enter on a science course at technical schools, but should any exhibitions so reserved be not awarded they shall lapse.

The option of entering at the University or on a science course at technical schools will be given to candidates in their order of merit as determined by the competitive examination.

2. Exhibitioners will be selected upon competitive examinations held in the month of January of each year. Candidates who will have completed their seventeenth year before the first day of January preceding the examination will not be permitted to compete. In addition to having passed the Matriculation Examination of the University of Melbourne, they must have been the holders of scholarships gained as State school pupils on examinations held under the Education Department, and have attended regularly at an approved secondary school or college as students for not less than two years immediately prior to the date of examination, and have annually obtained a good report from the authorities of the school or college they have been attending.

3. The subjects for examination will be—

English,	} As prescribed for the Matriculation Examination held in the previous October term,
Algebra,	
Geometry,	

and any two of the following languages :—

Latin,	} As prescribed for the Matriculation Examination held in the previous October term.
Greek,	
French,	
German,	

4. Each exhibition will be of the annual value of £40, tenable for three years at technical schools, or for four years at the Melbourne University, upon the following conditions:—

- (a) That the exhibitor shall, at the commencement of the term following the award of the exhibition, enter as a student at a technical school or the Melbourne University, and that he shall, during the whole term of his tenure, be enrolled as attending lectures, and in each year keep courses of lectures in as many subjects as he must pass in to complete his year.

Notwithstanding anything herein contained an exhibitor desiring to enter as a student at the Melbourne University may, with the sanction of the Minister, be allowed to attend during the year immediately succeeding the award of the exhibition an approved secondary school or college, provided that at such school or college instruction is given in the honour subjects of the Matriculation Examination, and that there is evidence that they can be successfully taught thereat, or, on good cause being shown, any intending student, either at the Technical College or the Melbourne University, may have his exhibition suspended for one year, and, if necessary, for a further period.

- (b) That at the end of the first year of his tenure a student at a technical school shall, on examination, have been recommended for admission to the second year's course, and shall at the end of the second year have been recommended for admission to the third year's course.
- (c) That at the end of the second year of his tenure a student at the Melbourne University shall have passed the first ordinary examination for a degree or the first of the two examinations prescribed in sub-section (2) of section 11 of the *Legal Profession Practice Act 1891*, and at the end of the third year the second ordinary examination for a degree or the second examination prescribed in the sub-section, section, and Act aforesaid.

If at any time the Minister be satisfied that the conduct of any exhibitor has been disorderly or immoral, the exhibition and all the advantages connected therewith shall thereupon cease and determine.

5. Exhibitors who, at the end of the fourth year of their tenure, shall have passed the third ordinary examination for a degree in Medicine, may have their exhibitions continued for another year, and if successful in passing during that year the fourth ordinary examination for such degree, the exhibition may be continued during the succeeding year.

Exhibitors who at the end of the fourth year of their tenure shall have passed the third ordinary examination for a degree in Laws or Civil Engineering may have their exhibitions continued for another year.

Exhibitors who at the end of the fourth year of their tenure shall have passed the third ordinary examination for the degree of Bachelor of Arts, and who during the succeeding year enter on the course for the degree of Bachelor of Laws (section 12 of Regulation X., *University Calendar*, 1899) may have their exhibitions continued during such succeeding year.

The provisions of this Regulation (XI. 5) are to take effect from and after the 1st January, 1899.

6. Payments will be made quarterly. All payments will be conditional on moneys being placed by the Legislature at the disposal of the Minister.

And the Honorable Charles Carty Salmon, Her Majesty's Minister of Public Instruction for Victoria, shall give the necessary directions herein accordingly.

THOS. BRISBANE,  
Acting Clerk of the Executive Council.