



S U P P L E M E N T
TO THE
V I C T O R I A
G O V E R N M E N T G A Z E T T E

OF FRIDAY, JULY 6, 1900.

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MONDAY, JULY 9.

[1900.

MALLEE REGULATIONS UNDER THE PROVISIONS OF THE LAND ACT 1900, ALSO
ADDITIONAL REGULATIONS UNDER LAND ACT 1898 WITH REGARD TO LAND
IN THE FOURTH SCHEDULE. (LITTLE DESERT.)

At the Executive Council Chamber, Melbourne, the second-day of July, 1900.

PRESENT :

His Excellency the Lieutenant-Governor.

Mr. McLean
Mr. Graham

Mr. Watt.

WHEREAS by the Land Acts power is given to the Governor in Council from time to time to make, alter, or rescind rules, regulations, and orders for the various purposes specified in the said Acts, and generally for carrying out the provisions of the said Acts: Now therefore His Excellency the Lieutenant-Governor of Victoria, with the advice of the Executive Council thereof, doth hereby make the following Regulations (that is to say) :—

R E G U L A T I O N S .

A G R I C U L T U R A L A L L O T M E N T S .

Perpetual Leases.

1. Every application to select an agricultural allotment under perpetual lease shall be made in the form prescribed in Schedule 136 hereto, verified by a statutory declaration in the form at the foot thereof, and every such application shall be posted or delivered to some Land Officer, or to the Secretary for Lands, Melbourne, and shall be accompanied by a certificate of registration, which may be obtained from any Receiver of Revenue for a sum of Five shillings, but no certificate of registration shall be necessary if the applicant holds the land applied for under a mallee allotment lease.

2. Perpetual leases for agricultural allotments under section 19 of the *Mallee Lands Act* 1896, as amended by the *Land Act* 1898 and the *Land Act* 1900, shall be in the form and subject to the conditions prescribed in Schedule MM hereto, and to such other conditions as the Governor in Council may in any particular case direct.

Clauses 5 and 6 in Schedule MM are to be omitted from perpetual leases to be issued in respect of mallee allotment leases granted prior to the twentieth of December, One thousand eight hundred and ninety-eight.

Residence and Non-residence Licences.

3. Every application to select an agricultural allotment under licence shall be made in the form prescribed in Schedule 137 hereto, verified by a statutory declaration in the form at the foot thereof, and every such application shall be posted or delivered to some Land Officer, or to the Secretary for Lands, Melbourne, and shall be accompanied by a certificate of registration, which may be obtained from any Receiver of Revenue for a sum of Five shillings, but if the applicant is the holder of a mallee allotment lease and desires to select thereout, a fee for certificate of registration shall not be required.

4. Where an applicant is the lessee of the mallee allotment out of which he applies to select an agricultural allotment, and has occupied or cultivated the same, he is entitled to apply to have his licence or perpetual lease, as the case may be, antedated in accordance with the provisions of section 3 of the *Land Act* 1900. If such application be granted such licence or perpetual lease will be antedated so as to cover the period for which such mallee allotment was occupied or cultivated, and all rents paid under mallee allotment lease subsequent to date of licence or perpetual lease, and all permanent improvements in respect of the area selected, will be credited to such licence or perpetual lease.

5. An applicant to select an agricultural allotment out of lands available does not come within the provisions described in regulation 4 immediately preceding.

6. Every application by a non-residence licensee for a certificate of improvements at the end of each and every year of the first five years of the currency of the licence held by him in respect of first-class land, or at the end of each and every year of the first three years of the currency of the licence if second, third, or fourth-class land, shall be in the form and accompanied by the declaration prescribed in Schedule 138 hereto, and every such certificate of improvements shall be in the form proscribed in Schedule 139 hereto.

The fee for each interim certificate of the Board shall be Five shillings.

MALLEE ALLOTMENT LEASES.

7. Leases for mallee allotments to be issued under the provisions of sub-section 2 of section 6 *Mallee Lands Act* 1896 shall be in the form and subject to the conditions prescribed in Schedule NN hereto, and to such other conditions as the Governor in Council may in any particular case direct.

*THE MALLEE AGRICULTURAL AND PASTORAL COMPANY
LIMITED MALLEE BLOCK LEASES.*

8. Leases for mallee blocks to be issued in respect of the Mallee Agricultural and Pastoral Company Limited shall be in the form and subject to the conditions prescribed in Schedule OO hereto, and to such other conditions as the Governor in Council may in any particular case direct.

Certificates of Registration.

9. Every applicant for a lease of a mallee block or allotment or for a perpetual lease or licence of an agricultural allotment, other than an applicant in the next succeeding clause referred to, shall, before lodging his application, pay to the nearest Receiver of Revenue the sum of five shillings for a certificate of registration which must accompany the application, and such sum shall not be refunded unless specially authorized in exceptional cases.

10. Where an applicant for an agricultural allotment is the lessee of the mallee allotment out of which he applies to select such agricultural allotment, the payment of certificate of registration fee is dispensed with.

"LITTLE DESERT" LAND, COUNTY OF LOWAN.

11. Every application to select an allotment under lease at a peppercorn rent in the "Little Desert," county of Lowan, shall be made in the form prescribed in Schedule 140 hereto, verified by a statutory declaration in the form at the foot thereof, and every such application shall be posted or delivered to some Land Officer, or to the Secretary for Lands, Melbourne, and shall be

accompanied by a certificate of registration, which may be obtained from any Receiver of Revenue for the sum of Five shillings.

12. The maximum area which any one person can select in the "Little Desert" under the provisions of section 147 *Land Act* 1898 is 100 acres.

13. Every application by a lessee in the "Little Desert" under section 147 *Land Act* 1898 for a certificate of improvements at the end of each and every year of the first four years of the currency of the lease shall be in the form and accompanied by the declaration prescribed in Schedule 141 hereto, and every such certificate of improvements shall be in the form prescribed in Schedule 142 hereto.

The fee for each interim certificate of the Board shall be five shillings.

14. Every application by a lessee under section 147 *Land Act* 1898 for a Crown Grant of the allotment (in the "Little Desert") held by him under lease shall be made and verified by a declaration in the form prescribed in Schedule 143 hereto, and the certificate of improvements issued by the Board of Land and Works in connexion with such application shall be in the form prescribed in Schedule 144 hereto.

15. Leases for land held under section 147 *Land Act* 1898 in the "Little Desert," county of Lowan, shall be in the form and subject to the conditions prescribed in Schedule PP hereto, and to such other conditions as the Governor in Council may in any particular case direct.

The fee for each lease shall be One pound.

16. Every application for permission to mortgage or transfer a lease shall be made in the form prescribed in Schedule 145 hereto.

The fee for consent to transfer or mortgage a lease shall be One pound.

SCHEDULE 136.

APPLICATION FOR AN AGRICULTURAL ALLOTMENT UNDER PERPETUAL LEASE. (*Land Act* 1900.)

*Here state I, * of
name in full, hereby apply for a perpetual lease as an agricultural allotment
place of abode, of the land described hereunder.
and occupation.

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

Signature—
Occupation—
Postal address—

Declaration.

I, of
* If applicant hereby declare that I have selected in the mallee country
has not selected, acres and no more; that no selection made by me under the
he may strike present or any previous Land Act or Acts has been forfeited or
out the words in cancelled for the wilful evasion of the provisions of any such Act
italics. or Acts; that the area I now desire to obtain would not, if added
to the area already selected by me in the mallee country, exceed
acres; that I am not under eighteen years of age; that
with respect to this application I am not an agent, or a servant of,
or a trustee for, any other person; that I have not entered into
nor promised to enter into any agreement to permit any other
person to acquire by purchase or otherwise the allotment in
respect of which this application is made, or any part thereof, or
my interest therein, or the usufruct thereof; and that the
statements made by me in reply to the questions hereto sub-
joined are true and correct in every particular.

Questions.	Statements in Reply.
1. Do you own any land in fee simple? If so, state the number of acres and situation	

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Declaration—continued.

Questions.	Statements in Reply.
2. Have you at any time obtained land under lease or licence from the Crown? If so, When?... Under what section and Act?... Where situated?... Area ...	

† If applicant's case entitles him to have his perpetual lease ante-dated under section 3 of *Land Act 1900*, he can here state his desire to have the perpetual leases ante-dated.

3. Do you hold the land applied for under mallee allotment lease? ... If so, how many years have you been cultivating it? ... In what year did you commence to cultivate? ...	
4. How long have you resided on the land included in your lease, and now applied for? ... At what date did you commence to reside on the land applied for? ...	

Questions 3 and 4 to be replied to if applicant be the mallee lessee of land applied for.

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

Signature—

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

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

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

NOTE.—This application will *not* be received by the land officer unless accompanied by a "Certificate of Registration," which can be obtained from any Receiver of Revenue on payment of a fee of Five shillings.
If the applicant is the lessee of the mallee allotment out of which he applies to select an agricultural allotment the payment of the fee for "Certificate of Registration" is not required.

SCHEDULE 137.

APPLICATION FOR AN AGRICULTURAL ALLOTMENT LICENCE (RESIDENCE OR NON-RESIDENCE). (*Land Act 1900*.)

* Here state name in full, place of abode and occupation. * I, _____ of _____ hereby apply for a *residence* or *non-residence* licence to occupy as an agricultural allotment the land described hereunder; and**

** If applicant's case entitles him to apply to have his licence ante-dated under section 3 of the *Land Act 1900*, he can here state his desire to have the licence so ante-dated.

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

Signature—
Occupation—
Postal address—

Declaration.

I, _____ of _____ hereby declare
 that I have selected in the mallee country _____ acres and
 no more; that no selection made by me under the present
 Land Act or Acts has been forfeited or
 cancelled for the wilful evasion of the provisions of any
 Land Act or Acts; that the area I now desire to obtain
 would not, if added to the area already selected by me in
 the mallee country, exceed _____ acres; that I am
 not under eighteen years of age; and that with respect
 to this application I am not an agent or a servant of,
 or a trustee for any other person; that I have not
 entered into nor promised to enter into any agreement
 to permit any other person to acquire by purchase or
 otherwise the allotment in respect of which this applica-
 tion is made, or any part thereof, or my interest therein,
 or the usufruct thereof; that I intend to occupy the
 allotment for my own use and benefit solely; and that the
 statements in reply to the questions hereto are true and
 correct in every particular.

Questions.	Statements in Reply.
1. Do you own any land in fee simple? If so, state the number of acres and situation	
2. Have you at any time obtained land under lease or licence from the Crown? If so, When? Under what section and Act? Where situated? Area?	
3. If applicant is lessee of mallee allotment— How long have you resided on the land included in your lease, and now applied for? At what date did you commence to reside on land applied for?	
4. If applicant is lessee of mallee allotment— How many years have you been cultivating land the subject of this application? In what year did you commence to cultivate?	

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

Signature—

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

*The magistrate's or
 commissioner's signa-
 ture is only required
 here in cases where the
 applicant is a marksmen,
 and can neither read nor
 write.

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

NOTE.—This application will not be received by the Land Officer unless accompanied by a "Certificate of Registration," which can be obtained from any Receiver of Revenue on payment of a fee of Five shillings.
 If the applicant is the lessee of the mallee allotment out of which he applies to select an agricultural allotment, the payment of the fee for "Certificate of Registration" is not required.

SCHEDULE 138. (Land Act 1900.)

DECLARATION BY NON-RESIDENCE LICENCEE AS TO COMPLIANCE WITH
IMPROVEMENT CONDITION.

Extent of land— I, _____ of _____ being the holder of a
 non-residence licence to occupy as an agricultural allotment
 A. R. P. the land specified in the margin, declare as follow:—
 : : 1. That I have paid all fees due on the said licence.
 : : 2. That I have not at any time assigned or sublet the said
 Parish— allotment or any part thereof, or transferred my interest
 therein in whole or in part.
 Allotment— 3. That I made in each and every year from the com-
 mencement of the licence substantial and permanent
 improvements upon the said allotment to the value of
 Section— _____ in respect of each acre or fractional part of an
 acre contained therein amounting in the whole to the
 sum of _____
 Date of licence— 4. That I now apply for a certificate in conformity
 with the provisions of the Land Acts, and not in violation
 of any of them.

5. That the statements made and the answers given by me in reply to the
 questions hereto are true and correct in every particular.

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Fencing.

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

Cultivation.

Number of Acres Cultivated.	Cost per Acre.	Nature of Crop.

Buildings.

Description.	Dimensions.	Materials.

Water Storage.

Description.	Dimensions, &c.
Dam	
Tank	
Well	

All other Improvements.

Particulars of Nature and Cost.

Total Cost of Improvements £

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

Signature—

Occupation—

Postal address—

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

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

SCHEDULE 139. (*Land Act 1900.*)

INTERIM CERTIFICATE FOR IMPROVEMENTS.

Office of the Board of Land and Works,
Melbourne.

This is to certify that substantial and permanent improvements to the value of for every acre or fractional part of an acre contained in allotment of section in the parish of comprising non-residence licence by roads of perches held under a have been made on the said allotment, and that the said has proved to the satisfaction of the Board that he has complied with the improvement condition of the said licence as far as required during the year of the currency thereof.

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

President.
Member.

SCHEDULE 140.—“LITTLE DESERT” LAND.

Section 147, *Land Act* 1898

APPLICATION FOR A LEASE.

* Here state names in full. * I, _____ of _____
 † The maximum area which may be applied for is 100 acres. hereby apply for a right to the lease, at a peppercorn rent, of _____
 † acres under section 147 *Land Act* 1898, in the “Little Desert,” county of Lowan
 Dated this _____ day of _____
 one thousand _____ hundred.
 Signature—
 Occupation—
 Address—

Declaration.

I, _____ of _____
 hereby declare that I am of the full age of eighteen years, that I am prepared to comply with the whole of the provisions of section 148 of the *Land Act* 1898, and that the statements in reply to the questions hereunder are true and correct in every particular.

Questions.	Statements in Reply.
1. Do you hold any land under lease from the Crown? If so, give particulars	
2. Are you the owner of any land in fee simple? If so, state extent and situation	

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

Signature—

Declared at _____ day of _____ in the colony of Victoria, this
 before me one thousand _____ hundred
 Peace in and for the _____ Justice of the
 or a Commissioner for taking Declarations and Affidavits. Bailiwick of the colony of Victoria,

Note.—This application will not be received by the Land Officer unless accompanied by a certificate of registration, which can be obtained from any Receiver of Revenue on payment of a fee of Five shillings.

SCHEDULE 141.—“LITTLE DESERT.”

DECLARATION BY LESSEE UNDER SECTION 147, LAND ACT 1898 AS TO COMPLIANCE WITH IMPROVEMENT CONDITION.

Extent of land— I, _____ of _____, being the holder of a
 lease (under section 147, *Land Act* 1898) of the land
 A. R. P. specified in margin, declare as follow :—
 Parish— 1. That during each of the _____ year from the commence-
 County— ment of the said lease I made upon the said allotment
 Allotment— permanent and substantial improvements to the value of
 Section— at least four shillings for every acre and fractional part
 Date of lease— 2. That I now apply for a certificate in conformity
 with the provisions of the *Land Act* 1900.
 3. That the statements made and the answers given by
 me in reply to the questions hereto are true and correct
 in every particular.

Fencing.

	No. of chains.	Cost per Chain.	Total Cost.
Is the land all enclosed?	.		£ s. d.
Have you arranged with occupiers of adjoining lands for payment of any portion of the dividing fences?			

Cultivation.

No. of acres cultivated.	Cost per acre.	Nature of crop.

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Buildings.

Description.	Dimensions.	Materials.	Total Cost.
			£ s. d.
<i>Water Storage.</i>			
Description.	Dimensions, &c.		
Dam 			
Tank 			
Well 			
<i>All other Improvements.</i>			
Particulars of, Nature, and Cost.			
Total Cost of Improvements £			

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

Signature—
Occupation—
Postal address—

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

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

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

SCHEDULE 142.

INTERIM CERTIFICATE FOR IMPROVEMENTS "LITTLE DESERT LAND,"
SECTION 147, LAND ACT 1898.

Office of Board of Land and Works,
Melbourne.

This is to certify that substantial and permanent improvements to the
value of for every acre or fractional part of an acre contained
in allotment section in the parish of county of
comprising acres roads perches held under a lease by
of since have been made on the said
allotment, and that the said has proved to the satisfaction of
the Board that he has complied with the improvement condition of the
said lease as far as required during the year of the currency
thereof.

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

President.
Member.

SCHEDULE 143.

APPLICATION FOR CROWN GRANT BY A LESSEE UNDER SECTION 147
LAND ACT 1898.

Extent of land—

A. R. P.

Being the holder of a lease of the land specified in the
margin hereof, and having complied with the conditions
of such lease, I hereby apply for a Crown grant of the
said land, and for the certificate of the Board of Land
and Works for the improvements thereon; and I furnish
in support of this application the particulars set forth in
my subjoined declaration.

Signature—
Occupation—
Postal address—

I, of , being the holder of a lease of the above
mentioned allotment, declare as follow :—

1. That I have not at any time assigned or sublet the said allotment or
any part thereof, or transferred my interest therein in whole or in part.
2. That I have paid all fees due on such lease.
3. That within one year from the issue of the said lease the allotment
was enclosed with a good and substantial fence.
4. That during each of the first five years from the commencement of the
said lease I made upon the said allotment permanent and substantial
improvements to the value of at least four shillings for every acre and
fractional part of an acre contained therein.
5. That I have complied with all the other conditions of the said lease.
6. That I make this application in conformity with the provisions of the
Land Act 1898.

7. That the statements made and the answers given by me in reply to the questions hereto are true and correct in every particular.

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

(1) How many rooms does your dwelling-house contain?

(2) Is it permanently attached to the soil of this allotment?

(3) Have you become insolvent since the date of your lease for the land referred to herein?

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

Signature—

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

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

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

SCHEDULE 144.

CERTIFICATE FOR IMPROVEMENTS. "LITTLE DESERT LAND," SECTION 147, LAND ACT 1898.

No. of Certificate—

Office of Board of Land and Works,
Melbourne.

This is to certify that substantial and permanent improvements to the value of at least Four shillings for every acre or fractional part of an acre contained in allotment _____ of section _____ in the parish of _____

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

Signature—
Occupation—
Postal address—

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

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

SCHEDULE MM.

PERPETUAL LEASE OF AGRICULTURAL ALLOTMENT.

(Section 19 *Mallee Lands Act 1896*, as amended by *Land Act 1900*.)

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 _____ 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 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 _____

NOTE.—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 1898* 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 1890* 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 *Malacca 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

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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 one thousand hundred 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 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 those 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 whatsoever 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.

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.)

July 9, 1900.

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SCHEDULE NN.

LEASE OF MALLEE ALLOTMENT (AS AMENDED BY THE LAND ACT 1900).

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 _____ 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

parish of _____ county of _____ 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 what-
soever and all mines seams veins lodes and deposits con-
taining 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
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 fellmongering establish-
ments 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

hundred _____
term the yearly rent of _____ Yielding and paying therefor during the said
in advance on the first day of _____ by two equal half-yearly payments

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 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 instal-
ment 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 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.

5. 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 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. That these presents are upon this condition that if and whenever there shall be a breach of or non-compliance with any of the covenants 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.

20. 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.

21. 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.

22. 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.

23. 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 these presents shall be conclusive evidence of the leave or licence of the lessee his executors or administrators and all persons claiming from under or through 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 in the presence of—

President.
Member.

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

(L.S.)

SCHEDULE OO.

LEASE OF MALLEE BLOCK, LAND ACT 1900.

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 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 the Mallee Agricultural and Pastoral Company Limited, a company incorporated under the Companies Acts of Victoria, whose registered office is at _____ and its assigns All 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 and its assigns for the term of _____ years _____ from the first day of _____

One thousand _____ hundred _____ 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 itself and assigns covenant and agree with Her Majesty her heirs and successors and with the Board that the lessee and its 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 it 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 it or they will pay by _____ half-yearly instalments of _____ each 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 _____ 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 it 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 it 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 it 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. Provided that from and after the date when any consent to clear or cultivate as hereinbefore provided is given by the Board that it 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 or its assigns anything in the Land Acts to the contrary notwithstanding.

6. That these presents are upon this condition where any consent to cultivate has been given if the average yield of wheat crops on the land comprised in this demise exceeds eight bushels per acre for the first four years of the term hereby created the lessee or its assigns or their tenants shall not during the fifth year of this demise cultivate more than half the area cultivated during the immediately preceding year without first obtaining the consent in writing of the Minister for the time being administering the Land Acts.

7. That these presents are upon this further condition that it shall be lawful for the lessee or its assigns in the event of any cereal crop being upon the land comprised in this demise at the expiration thereof to enter upon such land and to harvest therein and remove therefrom such crop before the first day of February immediately following the expiration of this lease. Provided that in the meantime a proportionate rental shall be paid.

8. That it 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.

9. That it 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 or its assigns or not reasonable wear and tear and damage by fire storm and tempest alone excepted and that the lessee or its 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.

10. That neither it 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.

11. That it 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.

12. That it 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.

13. That it 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.

14. That it 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.

15. 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 or its 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 or its assigns for surface or other damage except for surface damage done to any improvements thereon.

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

17. 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.

18. That these presents are upon this further condition that notwithstanding anything contained in section 174 of the *Land Act* 1890 the lessee or its 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.

19. That these presents are upon this further condition that no compensation shall be paid to the lessee or its 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.

20. 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 or its 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.

21. 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 or its 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 or its 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 or its 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 or its 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.

22. 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 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 and its assigns and all persons claiming under it 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 and all persons claiming from under or through it or 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.

23. 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 or its assigns shall be paid out of the Consolidated Revenue within six months from such determination for its 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 or its 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 or its 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 its 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 or its assigns may have previously received payment or compensation and which shall not be again allowed for.

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 and the Mallee Agricultural and Pastoral Company Limited respectively have hereunto affixed their Common Seals the day and year first above written.

The Common Seal of the Board of Land and Works was hereunto affixed in the presence of—	President.	} (L.S.)
	Member.	
The Common Seal of the Mallee Agricultural and Pastoral Company Limited was hereunto affixed in the presence of—		(L.S.)

SCHEDULE PP.

Land Act 1898, Section 147.

LEASE OF LITTLE DESERT LAND.

Entered in the Register Book Vol.

Fol.

Assistant Registrar of Titles.

THIS INDENTURE made the _____ day of _____ 19____ 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 referred to as the "lessee") of the third part Whereas the lessee has under the provisions of the Land Acts made application for a lease of the land within the mallee border being part of the land set apart by the Board out of the land described in the Fourth Schedule to the *Land Act 1898* in pursuance of the provisions of section 147 of the said Act And whereas the Governor in Council has agreed to grant this lease for the term of five years at the annual rent of one peppercorn if demanded Now this Indenture witnesseth that in consideration of the rent reserved and of the covenants hereinafter contained by the lessee to be performed and observed Her Majesty doth by these presents grant and demise unto the lessee his executors administrators and assigns the surface and down to a depth of _____ feet below the surface of all that piece or parcel of land containing _____ acres _____ roods _____ perches more or less situate in the mallee border being allotment numbered _____ section _____ parish of _____ county of _____ and delineated on the plan drawn in the margin of these presents and thereon coloured yellow together with the appurtenances Excepting and reserving nevertheless unto Her Majesty her heirs and successors all gold and silver and all 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 land together with liberty for Her Majesty her heirs and successors and her and their agents servants workmen 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 all such Royal or base metals minerals mineral ores and to remove the same therefrom And for the purposes aforesaid to sink shafts make drives and do any other things which may be necessary or usual in mining with full and free liberty and right of ingress egress and regress at all times over the said land with or without horses or other animals carts or other vehicles to and from any claim or mine thereon from and to any public road or track To have and to hold the land hereby demised unto the lessee his executors administrators and assigns for the term of five years from the _____ day of _____ 19____ Yielding and paying therefor during the said term the yearly rent of one peppercorn if

demand. 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 and they respectively 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 hereinbefore reserved if demanded.
2. That he or they will during the said term pay all existing and all future rates assessments and taxes for the time being payable either by landlord or tenant in respect of the demised land.
3. That neither he or they will assign sublet transfer subdivide or part with the possession of the demised land or any portion thereof without the consent of the Board signified in writing first had and obtained.
4. That these presents are upon this condition that these presents shall become absolutely void on a transfer assignment or sublease thereof or of the land or of any part thereof whether by operation of law or otherwise save as in Part II. of the *Land Act 1898* otherwise expressly provided.
5. That he or they will at once to the satisfaction of the Board commence and continue to destroy and will within three years after the granting of these presents have destroyed to the satisfaction of the Board the vermin upon such land and that he or they will thereafter keep the same free of vermin Bathurst burr wild briar and gorse to the satisfaction of the Board during the currency of these presents.
6. That he or they will during each of the first five years from the date of these presents make substantial and permanent improvements on the demised land certified in writing under the seal of the Board or under the hand of some valuer appointed by the Board in that behalf to be of the value of Four shillings for every acre of such land.
7. That he or they will if not sooner called upon under the provisions of the *Fences Act 1890* within one year from the date of these presents enclose the land demised with a fence and keep the same in repair.
8. That these presents are upon this condition that the Board or any person appointed in that behalf by the Board may at any time enter upon the demised land to ascertain if the conditions and covenants of these presents have been or are being complied with by the lessee his executors administrators or assigns.
9. That he or they will permit and allow any holder of a miner's right or a gold mining lease or a mineral lease to enter upon the demised land and to search therein and thereon for gold silver and other minerals as the case may be and to mine therein and thereon and to erect use and occupy mining plant or machinery thereon without making any claim for compensation for surface or other damage not being compensation for surface damage done to any improvements it being a condition of these presents that any person holding such right or lease shall have the right aforesaid.
10. That these presents are upon this condition that Her Majesty her heirs and successors shall have the right to resume possession at any time of the whole or from time to time of any part of the land hereby demised which may in the opinion of the Governor in Council be required for any public purpose whatever or any of the purposes set out in section 10 of the *Land Act 1890* upon payment to the lessee his executors administrators or assigns of the value of houses fences wells reservoirs tanks dams and of all substantial and permanent improvements made erected or constructed by him or them during the currency of these presents on the lands so resumed. Provided always that the sum to be paid by the Board whether under this or the next following condition in respect of improvements shall not exceed the sum expended thereon by such lessee his executors administrators and assigns and that such sum to be so paid as aforesaid shall be determined by the Governor in Council.
11. That these presents are upon this further condition that Her Majesty her heirs and successors shall have the right to resume possession at any time of the whole or from time to time of any part of the demised land as sites for townships or villages or for mining purposes and to re-enter upon the same upon payment to the lessee his executors administrators or assigns of the full value of all houses fences wells reservoirs tanks dams and of all substantial and permanent improvements made erected or constructed by such lessee his executors administrators or assigns on the land so resumed and that such value shall be determined in accordance with regulations in that behalf made by the Governor in Council.
12. That these presents are upon this further condition that if at the end of five years the lessee proves to the satisfaction of the Board that he has complied with all the covenants and conditions of these presents and that the demised land has been occupied or used during the whole of the term and that the improvements thereon have been well maintained and that there is no money owing by such lessee to the Crown or the Board in respect of any such land he shall be entitled to demand and obtain without payment of any rent or purchase money a Crown grant of the said land.
13. That these presents are upon this further condition that the same shall be voidable at the will of the Governor in Council in the event of any breach of or non-compliance with the covenants or conditions herein contained and in the event of these presents being so avoided thereupon the same and the term hereby created shall be void and of no effect and 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 defendant or defendants 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

July 9, 1900.

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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 colony of Victoria hath on behalf of Her Majesty the Queen caused this demise to be sealed with the seal of the said colony and 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 in the presence of—	}	(L.S.)
President.		(L.S.)
Member.	}	
Signed sealed and delivered by the above-named in the presence of—		(L.S.)

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.