



SECOND SUPPLEMENT

TO THE

VICTORIA
GOVERNMENT GAZETTE

OF FRIDAY, JULY 19, 1901.

Published by Authority.

No. 103.]

TUESDAY, JULY 23.

[1901.

ALTERATION OF REGULATIONS UNDER THE
SETTLEMENT ON LANDS ACT 1893.

At the Executive Council Chamber, Melbourne, the first day
of July, 1901.

PRESENT:

His Excellency the Lieutenant-Governor of Victoria.
Mr. Peacock | Mr. Gurr.

WHEREAS by the *Settlement on Lands Act 1893* (57 Vict. No. 1311) it is amongst other things enacted that the Governor in Council may make regulations generally for carrying out the provisions contained in any Part of the said Act: Now therefore His Excellency the Lieutenant-Governor of the State of Victoria, with the advice of the Executive Council thereof, doth hereby make the following alterations in the Regulations already made under the provisions aforesaid (that is to say):—

In the Regulations made on the 28th day of September, 1898, Schedules 1A and 4A are hereby cancelled, and Schedules 1c and 4c hereto subjoined are substituted therefor.

In the Regulations made on the 20th day of March, 1899, Schedules 1B and 4B are hereby cancelled, and Schedules 1d and 4d are substituted therefor.

SCHEDULE 1C.

Entered in the Register-book Vol. Fol.

Registrar of Titles.

Lease of a Village Community Allotment under Sections 5 (b) and 10 of the *Settlement on Lands Act 1893*.

THIS INDENTURE made this _____ day of _____ between the Board of Land and Works (hereinafter referred to as the "Board") of the one part and _____ (hereinafter called the "lessee") of the other part Witnesseth that in consideration of the rent hereby reserved and of the covenants and conditions herein contained on the part of the lessee his executors administrators and assigns to be observed and performed the Board under and by virtue of the powers conferred on it by the *Settlement on Lands Act 1893* 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 Crown land being the Village Community Allotment

No. 103.—JULY 23, 1901.—1.

Number or thereabouts and parish of containing shown with the measurements and abutments thereof in the map or diagram drawn in the margin of these presents and in such map or diagram coloured yellow To hold the said piece of land unto the lessee his executors administrators and approved assigns from the _____ day of _____ in the year of our Lord One thousand _____ hundred and _____ for the term of twenty years Yielding and paying for the same unto the Board during the said term the rent of _____ per annum for every acre and fractional part of an acre of the said land together with such further rent (if any) fixed by any Order in Council made in that behalf under and by virtue of the provisions of Section 17 of the *Land Act 1891* such rent to be always paid by equal half-yearly payments in advance on the first day of _____ and the first day of _____ in each year the first of such payments having been made on or before the execution of these presents the next of such payments to be made on the _____ day of _____ Reserving and excepting unto His Majesty the King his heirs and successors the right upon repayment to the lessee of the amount of rent paid by him in respect of the land required to be resumed and upon payment to him of the full value (to be determined in accordance with the regulations made under the *Settlement on Lands Act 1893* for the time being in force) of all improvements of a permanent character made erected or constructed by such lessee on the land required to be resumed to resume possession at any time and from time to time of any of the land comprised in this lease as 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 any public purposes. And excepting also unto His Majesty his 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 any metals or minerals or mineral ores whatsoever in upon or under the demised land together with liberty to His Majesty his heirs and successors and his and their agents servants lessees licensees or assigns at any time or times hereafter during the said term to enter upon the said land and to search and mine therein and thereon for any metals or minerals or mineral ores whatsoever and to extract and remove therefrom

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

and to extract and remove therefrom

all metals and minerals and mineral ores whatsoever and for the purposes aforesaid to sink shafts erect machinery carry on any works and do any other things which may be necessary or usual in mining without leaving any vertical or lateral support for the surface of the said land and without conferring any right or claim upon the lessee his executors administrators and assigns or his or their tenants to any compensation or payment for any subsidence of or consequential injury to such surface caused by or incidental to such mining operations as aforesaid And the lessee for himself his heirs executors administrators and assigns doth hereby covenant with the Board that the lessee his executors administrators and approved assigns will observe perform and be bound by the several clauses covenants conditions provisos agreements acts matters and things hereinafter contained and on his or their part to be observed and performed (that is to say):—

1 That he or they will during the term hereby created pay unto the Board the rent hereby reserved by equal half-yearly payments in advance on the days hereinbefore appointed for the payment thereof.

2 That he or they will repay unto the Board the sum of heretofore advanced by the Board to the lessee out of moneys made available by Parliament to assist permissive occupants under the *Settlement on Lands Act 1893* by twenty equal yearly payments of each to be paid on the day of in each year until the whole sum advanced be repaid.

3 That he or they will pay unto the Board the sum of being the cost of the survey of the land hereby demised within five years from the date hereof by ten equal half-yearly instalments of each in advance the first of such instalments having been paid on or before the execution of these presents that he or they will pay the next of such instalments on the day of and thereafter a further instalment on each of the days appointed for the payment of rent hereunder until the whole sum of be paid.

4 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.

5 That during the term of this lease the lessee (if he so long live) personally or his wife or some child of such lessee or all or some or one of them will reside on the land hereby demised or within the limits of the Village Community Lands and these presents are upon this express condition that if the lessee his wife or children be all absent for more than four months during any one financial year the Board after having given one calendar month's notice in writing to such lessee of its intention so to do either personally or by posting such notice on the said land may resume possession of and relet the same to any other person pursuant to the *Settlement on Lands Act 1893* or otherwise deal with such land as it may think fit.

6 That he or they will use the land hereby demised for the purpose of agriculture gardening dairying farming or other like purpose.

7 That he or they will not assign transfer or sublet or borrow money on the security of the land hereby demised or any portion thereof without the consent of the Board signified in writing first had and obtained and then only in conformity with such consent and these presents are upon this express condition that save as in the *Settlement on Lands Act 1893* and as hereinafter provided this lease shall become absolutely void on assignment or transfer of the whole or any portion of the land hereby demised whether by operation of law or otherwise or upon such land or any portion thereof being sublet or made a security whether in law or in equity for the payment or repayment of any money or other advance.

8 That he or they will to the satisfaction of the Board within two years from the date hereof bring into cultivation not less than one-tenth of the land hereby demised and to the like satisfaction within four years from the date hereof will bring into cultivation not less than one-fifth of such land and to the like satisfaction within six years from the date hereof in addition to the cultivation of one-fifth of the said land have put substantial improvements of a permanent character on such land to the value of One pound for every acre or fractional part of an acre demised Provided that if any of the land hereby demised has been brought into cultivation by the lessee when a permissive occupant of the same the land so brought into cultivation shall be deemed and taken to have been brought into cultivation pursuant to this notice.

9 That neither he nor they will at any time during the continuance of the term hereby created without a licence from the Crown in that behalf search for or permit to be searched for in or on the land hereby demised or take or permit to be taken therefrom any metal or mineral or mineral ore.

10 That he and they will observe fulfil and be bound by the stipulations conditions covenants and provisos contained in the Schedule hereunder written.

11 That he or they during the continuance of this demise keep in good condition and repair all buildings fences and other permanent improvements erected or effected or to be erected or effected on the land hereby demised reasonable wear and tear and damage by fire alone excepted.

12 That these presents are upon this express condition that the Board or any person appointed in that behalf by it may at any time enter upon the land hereby demised to ascertain if the covenants and conditions of this lease are being performed and observed by the lessee.

13 That those presents are upon this further condition that the right is reserved to His Majesty to resume possession at any time and from time to time of any of the land comprised in this lease which in the opinion of the Governor in Council is 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 any public purposes upon repayment to the lessee of the amount of rent paid by him in respect of the land required

to be resumed and upon payment to him of the full value (to be determined in accordance with the regulations for the time being in force made under the *Settlement on Lands Act 1893*) of all improvements of a permanent character made erected or constructed by the lessee upon the land so required to be resumed.

14 These presents are upon this further condition that the lessee his executors administrators or approved assigns having fulfilled and observed the clauses covenants conditions provisos agreements acts matters and things herein contained and on his or their part to be observed and performed upon payment of the last sum due on account of the rent hereinbefore reserved (all sums (if any) in respect of the survey of the land hereby demised or any loan made by or on behalf of the Board or His Majesty to the lessee his executors administrators or approved assigns having then been duly paid or repaid) the lessee his executors administrators or assigns shall be entitled to a grant in fee simple of the land hereby demised subject to such conditions exemptions and reservations as the Governor in Council may direct.

15 These presents are on this further condition that in case of the death of the lessee his executors or administrators or personal representatives may act in his place as lessee for a period of twelve calendar months If before the expiration of which time they or he are unable to arrange for any person named in the lessee's will or in case no person is so named or in the case of an intestate lessee for any member of his family (such person or member being qualified for becoming a lessee under the *Settlement on Lands Act 1893*) to accept a transfer of this lease and continue to carry out and perform the covenants hereof subject to the conditions hereof the Board after having given two calendar months' notice in writing to such executors administrators or representatives either personally or by posting such notice on the land hereby demised may resume possession of the said land and transfer the same to any qualified person and any money paid by such incoming tenant for the interest in the lease of the deceased lessee shall after deducting the amount of rent loan or other money due to the Board (if any) in respect of the said land be paid by the Board to the said executors administrators or representatives as the case may be.

16 That these presents are on this further condition that if the lessee fails to comply with and observe the provisions of Part I. of the *Settlement on Lands Act 1893* or of this lease in any respect the Board may upon sufficient proof thereof to the satisfaction of the Board forfeit his interest in the land hereby demised and that the Board may cause such interest to be sold by public auction to any person who is qualified for becoming a lessee under Part I. of the said Act in which case any such person so purchasing shall be deemed to stand in the position of the original lessee.

17 That these presents are on this further condition that these presents shall be voidable at the will of the Board in the event of any breach or non-compliance with the covenants or conditions hereof.

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

In witness whereof on the day and date first above written the Board hath set its common seal and the said lessee his hand and seal.

The common seal of the Board of Land and Works was herewith affixed in the presence of— (L.S.)
President.
Member.

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

Schedule within Referred to.—Special Conditions.

A. The lessee for himself his executors administrators and assigns covenants with the Board of Land and Works that he and they if and when so required by the Board or its successors will from time to time without let or hindrance and without making any claim for compensation or other payment permit

the Board and its successors or the owner or occupier of any adjacent land its his her or their tenants servants agents and workmen either with or without horses or other animals carts or other carriages to enter and go upon the land hereby demised from time to time for the purpose of surveying and taking levels of the same and ascertaining and staking or setting out such parts thereof as may be necessary and proper to be used for the making or constructing of any canal or canals or drain or drains through or upon the said land and from time to time in and upon such land to make and construct such canal or canals or drain or drains as the Board or its successors may at any time approve and for the purpose of or incidental to the making or constructing any such canal or canals or drain or drains to fill dig cut trench embank and remove or lay take carry and use any earth stone gravel sand or other material on upon or from the said land.

B. The lessee further covenants in manner and form as aforesaid that he his executors administrators and assigns will at all times during the term hereby created cleanse keep open and free from obstruction and in good order and condition all canals or drains now existing or which may at any time hereafter be made or constructed on or be abutting upon or abounding the land hereby demised whoever may have constructed or made or shall construct or make the same and that neither the lessee nor his executors administrators or assigns will do or cause or permit to be done upon the said land any act matter or thing whereby any such canals or drains may be injured or endangered.

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

SCHEDULE 4C.

Lease of a Homestead Section under Sections 20 (b) and 24 of the *Settlement on Lands Act 1893*.

THIS INDENTURE made this _____ day of _____ between the Board of Land and Works (hereinafter referred to as the "Board") of the one part and _____ (hereinafter called the "lessee") of the other part Witnesseth that in consideration of the rent hereby reserved and of the covenants and conditions herein contained on the part of the lessee his executors administrators and assigns to be observed and performed the Board under and by virtue of the powers conferred on it by the *Settlement on Lands Act 1893* 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 Crown land being the Homestead Section Number _____ of the block set apart and appropriated under the *Settlement on Lands Act 1893* for occupation by the members of the _____ in the parish of _____ containing _____ or thereabouts and shown with the measurements and abutments thereof in the map or diagram drawn in the margin of these presents and in such map or diagram coloured yellow To hold the said piece of land unto the lessee his executors administrators and approved assigns from the day of _____ in the year of our Lord One thousand _____ hundred and _____ for the term of twenty years Yielding and paying for the same unto the Board during the said term the rent of _____ per annum (being at the rate of _____ per acre of the said land together with such further rent (if any) fixed by any Order in Council made in that behalf under and by virtue of the provisions of Section 17 of the *Land Act 1891* such rent to be always paid by equal half-yearly payments in advance on the first day of _____ and the first day of _____ in each year the first of such payments having been made on or before the execution of these presents the next of such payments to be made on the _____ day of _____ Reserving and excepting unto His Majesty the King his heirs and successors the right upon repayment to the lessee or to any person having a charge allowed by the Board to the extent of such charge of the amount of rent paid by him in respect of the land required to be resumed and upon payment to him of the full value (to be determined in accordance with the regulations made under the *Settlement on Lands Act 1893* for the time being in force) of all substantial improvements of a permanent character made erected or constructed by such lessee on the land required to be resumed to resume possession from time to time and at any time of any of the land comprised in this lease as 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 And excepting also unto His Majesty his 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 any metals or minerals or mineral ores whatsoever in upon or under the demised land together with liberty to His Majesty his heirs and successors and his and their agents servants lessees licensees or assigns at any time or times hereafter during the said term to enter upon the said land and to search and mine therein and thereon for any metals or minerals or mineral ores whatsoever and to extract and remove therefrom all metals and minerals and mineral ores whatsoever and for the purposes aforesaid to sink shafts erect machinery carry on any works and do any other things which may be necessary or usual in mining without leaving any vertical or lateral support for the surface of the said land and without conferring any right or claim upon the lessee his executors administrators and assigns or his or their

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

tenants to any compensation or payment for any subsidence of or consequential injury to such surface caused by or incidental to such mining operations as aforesaid And the lessee for himself his heirs executors administrators and assigns doth hereby covenant with the Board that he the lessee his executors administrators and approved assigns will observe perform and be bound by the several clauses covenants conditions provisos agreements acts matters and things hereinafter contained and on his or their part to be observed and performed (that is to say) —

1. That he or they will during the term hereby created pay unto the Board the rent hereby reserved by equal half-yearly payments in advance on the days hereinbefore appointed for the payment thereof.

2. That he or they will repay unto the Board the sum of _____ heretofore advanced by the Board to the lessee out of moneys made available by Parliament to assist permissive occupants under the *Settlement on Lands Act 1893* by twenty equal yearly payments of _____ each to be paid on the _____ day of _____ in each year until the whole sum advanced be repaid.

3. That he or they will pay unto the Board the sum of _____ being the cost of the survey of the land hereby demised within five years from the date hereof by ten equal half-yearly instalments of _____ each in advance the first of such instalments having been paid on or before the execution of these presents that he or they will pay the next of such instalments on the _____ day of _____ and thereafter a further instalment on each of the days appointed for the payment of rent hereunder until the whole sum of _____ be paid.

4. 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.

5. That within six months from the date of these presents the lessee will commence and will thenceforward during the term of this lease (if he so long live) continue personally or his wife or some child of such lessee or all or some or one of them will reside on the land hereby demised or its appurtenant township allotment or within the limits of the Homestead Association lands and these presents are upon this express condition that if the lessee his wife or children be all absent for more than four months during any one financial year from the land hereby demised and its appurtenant township allotment he shall be deemed to have failed to comply with this covenant in regard to residence.

6. That he or they will use the land hereby demised for the purpose of agriculture gardening grazing dairying farming or other like purpose.

7. That he or they will not assign transfer or sublet or borrow money on the security of the land hereby demised or any portion thereof without the consent of the Board signified in writing first had and obtained and then only in conformity with such consent and these presents are upon this express condition that save as in the *Settlement on Lands Act 1893* and as hereinafter provided this lease shall become absolutely void on assignment or transfer of the whole or any portion of the land hereby demised whether by operation of law or otherwise or upon such land or any portion thereof being sublet or made a security whether in law or in equity for the payment or repayment of any money or other advance.

8. That he or they will to the satisfaction of the Board within two years from the date hereof bring into cultivation not less than one-tenth of the land hereby demised and to the like satisfaction within four years from the date hereof will bring into cultivation not less than one-fifth of such land and to the like satisfaction within six years from the date hereof in addition to the cultivation of one-fifth of the said land have put substantial improvements of a permanent character on such land to the value of One pound for every acre or fractional part of an acre demised.

9. That neither he nor they will at any time during the continuance of the term hereby created without a licence from the Crown in that behalf search for or permit to be searched for in or on the land hereby demised or take or permit to be taken therefrom any metal or mineral or mineral ore.

10. That he and they will observe fulfil and be bound by the stipulations conditions covenants and provisos contained in the Schedule hereunder written.

11. That he or they during the continuance of this demise keep in good condition and repair all buildings fences and other permanent improvements erected or effected or to be erected or effected on the land hereby demised whether made erected or constructed by such lessee or not reasonable wear and tear and damage by fire alone excepted.

12. That these presents are upon this express condition that the Board or any person appointed in that behalf by it may at any time enter upon the land hereby demised to ascertain if the covenants and conditions of this lease are being performed and observed by the lessee.

13. That these presents are upon this further condition that the right is reserved to His Majesty to resume possession from time to time and at any time of any of the land comprised in this lease which in the opinion of the Governor in Council is 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 upon repayment to the lessee or to any person having a charge allowed by the Board to the extent of such charge of the amount of rent paid by the lessee in respect of the land required to be resumed and upon payment of the full value (to be determined in accordance with the regulations for the time being in force made under the *Settlement on Lands Act 1893*) of all substantial improvements of a permanent character made erected or constructed by the lessee upon the land so required to be resumed.

14. These presents are upon this further condition that the lessee his executors administrators or approved assigns having fulfilled and observed the clauses covenants conditions provisos

agreements acts matters and things herein contained and on his or their part to be observed and performed upon payment of the last sum due on account of the rent hereinbefore reserved (all sums (if any) in respect of the survey of the land hereby demised or any loan made by or on behalf of the Board or His Majesty to the lessee his executors administrators or approved assigns having then been duly paid or repaid) the lessee his executors administrators or assigns shall be entitled to a grant in fee simple of the land hereby demised subject to such conditions exemptions and reservations as the Governor in Council may direct.

15. These presents are on this further condition that in case of the death of the lessee his executors or administrators or personal representatives may act in his place as lessee for a period of twelve calendar months. If before the expiration of which time they or he are unable to arrange for any person named in the lessee's will or in case no person is so named or in the case of an intestate lessee for any member of his family (such person or member being qualified for becoming a lessee under Part II. of the *Settlement on Lands Act 1893*) to accept a transfer of this lease and continue to carry out and perform the covenants hereof subject to the conditions hereof the Board after having given two calendar months' notice in writing to such executors administrators or representatives either personally or by posting such notice on the land hereby demised may cancel this lease resume possession of the said land and lease the same for the remainder of the term hereby created to any other settler and any money paid by such incoming tenant for the interest in the lease of the deceased lessee shall after deducting the amount of rent interest loan or other money due to the Board (if any) in respect of the said land and any moneys due under any incumbrance allowed by the Board be paid by the Board to the said executors administrators or representatives as the case may be.

16. That these presents are on this further condition that if the lessee fails to comply with and observe the provisions of Part II. of the *Settlement on Lands Act 1893* or of this lease in any respect the Board may upon sufficient proof thereof to the satisfaction of the Board forfeit his interest in the land hereby demised and that the Board may cause such interest to be sold by public auction to any member of the who is qualified for becoming a lessee under Part II. of the said Act in which case any such person so purchasing shall be deemed to stand in the position of the original lessee.

17. That these presents are on this further condition that these presents shall be voidable at the will of the Board in the event of any breach or non-compliance with the covenants or conditions hereof.

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

In witness whereof on the day and date first above written the Board hath set its common seal and the said Lessee his hand and seal.

The common seal of the Board of Land and Works was hereunto affixed in the presence of—
 President. } (L.S.)
 Member. }
 Signed sealed and delivered by the above-named in the presence of— } (L.S.)

Schedule within referred to.—Special conditions.

A. The lessee for himself his executors administrators and assigns covenants with the Board of Land and Works that he and they if and when so required by the Board or its successors will from time to time without let or hindrance and without making any claim for compensation or other payment permit the Board and its successors or the owner or occupier of any adjacent land its his her or their tenants servants agents and workmen either with or without horses or other animals carts or other carriages to enter and go upon the land hereby demised from time to time for the purpose of surveying and taking levels of the same and ascertaining and staking or setting out such

parts thereof as may be necessary and proper to be used for the making or constructing of any canal or canals or drain or drains through or upon the said land and from time to time in and upon such land to make and construct such canal or canals or drain or drains as the Board or its successors may at any time approve and for the purpose of or incidental to the making or constructing any such canal or canals or drain or drains to fill dig cut trench embank and remove or lay take carry and use any earth stone gravel sand or other material on upon or from the said land.

B. The lessee further covenants in manner and form as aforesaid that he his executors administrators and assigns will at all times during the term hereby created cleanse keep open and free from obstruction and in good order and condition all canals or drains now existing or which may at any time hereafter be made or constructed on or be abutting upon or bounding the land hereby demised whoever may have constructed or made or shall construct or make the same and that neither the lessee nor his executors administrators or assigns will do or cause or permit to be done upon the said land any act matter or thing whereby any such canals or drains may be injured or endangered.

SCHEDULE 1D.

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

Lease of a Village Community Allotment (Mallee) under Sections 5 (b) and 10 of the *Settlement on Lands Act 1893*.

THIS INDENTURE made this _____ day of _____ between the Board of Land and Works (hereinafter referred to as the "Board") of the one part and _____ (hereinafter called the "lessee") of the other part witnesseth that in consideration of the rent hereby reserved and of the covenants and conditions herein contained on the part of the lessee his executors administrators and assigns to be observed and performed the Board under and by virtue of the powers conferred on it by the *Settlement on Lands Act 1893* 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 Crown land being the Village Community Allotment Number _____ parish of _____ containing _____ or thereabouts being within the Mallee country border and shown with the measurements and abutments thereof in the map or diagram drawn in the margin of these presents and in such map or diagram coloured yellow to hold the said piece of land unto the lessee his executors administrators and approved assigns from the day of _____ in the year of our Lord One thousand _____ hundred and _____ for the term of Twenty years Yielding and paying for the same unto the Board during the said term the rent of _____ per annum for every acre and fractional part of approximately given an acre of the said land together with such on this plan The further rent (if any) fixed by any Order in Council made in that behalf under and by virtue of the provisions of Section 17 of the *Land Act 1891* such rent to be always paid by equal half-yearly payments in advance on the first day of _____ and the first day of _____ in each year the first of such payments having been made on or before the execution of these presents the next of such payments to be made on the _____ day of _____ reserving and excepting unto His Majesty the King his heirs and successors the right upon repayment to the lessee of the amount of rent paid by him in respect of the land required to be resumed and upon payment to him of the full value (to be determined in accordance with the regulations made under the *Settlement on Lands Act 1893* for the time being in force) of all improvements of a permanent character made erected or constructed by such lessee on the land required to be resumed to resume possession at any time and from time to time of any of the land comprised in this lease as 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 any public purposes and excepting also unto His Majesty his 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 any metals or minerals or mineral ores whatsoever in upon or under the demised land together with liberty to His Majesty his heirs and successors and his and their agents servants lessees licensees or assigns at any time or times hereafter during the said term to enter upon the said land and to search and mine therein and thereon for any metals or minerals or mineral ores whatsoever and to extract and remove therefrom all metals and minerals and mineral ores whatsoever and for the purposes aforesaid to sink shafts erect machinery carry on any works and do any other things which may be necessary or usual in mining without leaving any vertical or lateral support for the surface of the said land and without conferring any right or claim upon the lessee his executors administrators and assigns or his or their tenants to any compensation or payment for any subsidence of or consequential injury to such surface caused by or incidental to such mining operations as aforesaid And the lessee for himself his heirs executors administrators and assigns doth hereby covenant with the Board that he the lessee his executors administrators and approved assigns will observe perform and be bound by the several clauses covenants

Note.—The bearings and measurements are approximately given on this plan The further rent (if any) fixed by any Order in Council made in that behalf under and by virtue of the provisions of Section 17 of the *Land Act 1891* such rent to be always paid by equal half-yearly payments in advance on the first day of _____ and the first day of _____ in each year the first of such payments having been made on or before the execution of these presents the next of such payments to be made on the _____ day of _____ reserving and excepting unto His Majesty the King his heirs and successors the right upon repayment to the lessee of the amount of rent paid by him in respect of the land required to be resumed and upon payment to him of the full value (to be determined in accordance with the regulations made under the *Settlement on Lands Act 1893* for the time being in force) of all improvements of a permanent character made erected or constructed by such lessee on the land required to be resumed to resume possession at any time and from time to time of any of the land comprised in this lease as 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 any public purposes and excepting also unto His Majesty his 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 any metals or minerals or mineral ores whatsoever in upon or under the demised land together with liberty to His Majesty his heirs and successors and his and their agents servants lessees licensees or assigns at any time or times hereafter during the said term to enter upon the said land and to search and mine therein and thereon for any metals or minerals or mineral ores whatsoever and to extract and remove therefrom all metals and minerals and mineral ores whatsoever and for the purposes aforesaid to sink shafts erect machinery carry on any works and do any other things which may be necessary or usual in mining without leaving any vertical or lateral support for the surface of the said land and without conferring any right or claim upon the lessee his executors administrators and assigns or his or their tenants to any compensation or payment for any subsidence of or consequential injury to such surface caused by or incidental to such mining operations as aforesaid And the lessee for himself his heirs executors administrators and assigns doth hereby covenant with the Board that he the lessee his executors administrators and approved assigns will observe perform and be bound by the several clauses covenants

conditions provisos agreements acts matters and things herein-after contained and on his or their part to be observed and performed (that is to say):

1. That he or they will during the term hereby created pay unto the Board the rent hereby reserved by equal half-yearly payments in advance on the days hereinbefore appointed for the payment thereof.
2. That he or they will repay unto the Board the sum of heretofore advanced by the Board to the lessee out of moneys made available by Parliament to assist permissive occupants under the *Settlement on Lands Act 1893* by twenty equal yearly payments of _____ each to be paid on the _____ day of _____ in each year until the whole sum advanced be repaid.
3. That he or they will pay unto the Board the sum of _____ being the cost of the survey of the land hereby demised within five years from the date hereof by ten equal half-yearly instalments of _____ each in advance the first of such instalments having been paid on or before the execution of these presents that he or they will pay the next of such instalments on the _____ day of _____ and thereafter a further instalment on each of the days appointed for the payment of rent hereunder until the whole sum of _____ be paid.
4. 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.
5. That during the term of this lease the lessee (if he so long live) personally or his wife or some child of such lessee or all or some or one of them will reside on the land hereby demised or within the limits of the Village Community lands and these presents are upon this express condition that if the lessee his wife or children be all absent for more than four months during any one financial year the Board after having given one calendar month's notice in writing to such lessee of its intention so to do either personally or by posting such notice on the said land may resume possession of and relet the same to any other person pursuant to the *Settlement on Lands Act 1893* or otherwise deal with such land as it may think fit.
6. That he or they will use the land hereby demised for the purpose of agriculture gardening grazing dairying farming or other like purpose.
7. That he or they will not assign transfer or sublet or borrow money on the security of the land hereby demised or any portion thereof without the consent of the Board signified in writing first had and obtained and then only in conformity with such consent and these presents are upon this express condition that save as in the *Settlement on Lands Act 1893* and as hereinafter provided this lease shall become absolutely void on assignment or transfer of the whole or any portion of the land hereby demised whether by operation of law or otherwise or upon such land or any portion thereof being sublet or made a security whether in law or in equity for the payment or repayment of any money or other advance.
8. That he or they will to the satisfaction of the Board within two years from the date hereof bring into cultivation not less than one-tenth of the land hereby demised and to the like satisfaction within four years from the date hereof will bring into cultivation not less than one-fifth of such land and to the like satisfaction within six years from the date hereof in addition to the cultivation of one-fifth of the said land have put substantial improvements of a permanent character on such land to the value of One pound for every acre or fractional part of an acre demised. Provided that if any of the land hereby demised has been brought into cultivation by the lessee when a permissive occupant of the same the land so brought into cultivation shall be deemed and taken to have been brought into cultivation pursuant to this notice.
9. That neither he nor they will at any time during the continuance of the term hereby created without a licence from the Crown in that behalf search for or permit to be searched for in or on the land hereby demised or take or permit to be taken therefrom any metal or mineral or mineral ore.
10. That he or they will observe fulfil and be bound by the stipulations conditions covenants and provisos contained in the Schedule hereunder written.
11. That he or they during the continuance of this demise keep in good condition and repair all buildings fences and other permanent improvements erected or effected or to be erected or effected on the land hereby demised reasonable wear and tear and damage by fire alone excepted.
12. That he or they will during the first five years after the date of these presents plant on the land hereby demised trees of such kind or kinds in such manner and in such numbers as may for the time being be prescribed by regulations of the Governor in Council in that behalf.
13. That these presents are upon this express condition that the Board or any person appointed in that behalf by it may at any time enter upon the land hereby demised to ascertain if the covenants and conditions of the lease are being performed and observed by the lessee.
14. That these presents are upon this further condition that the right is reserved to His Majesty to resume possession at any time and from time to time of any of the land comprised in this lease which in the opinion of the Governor in Council is 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 any public purposes upon repayment to the lessee of the amount of rent paid by him in respect of the land required to be resumed and upon payment to him of the full value (to be determined in accordance with the regulations for the time being in force made under the *Settlement on Lands Act 1893*) of all improvements of a permanent character made erected or constructed by the lessee upon the land so required to be resumed.
15. These presents are upon this further condition that the lessee his executors administrators or approved assigns having fulfilled and observed the clauses covenants conditions provisos agreements acts matters and things herein contained and on his or their part to be observed and performed upon payment of the last sum due on account of the rent hereinbefore reserved (all sums (if any) in respect of the survey of the land hereby demised or any loan made by or on behalf of the Board or His Majesty to the lessee his executors administrators or approved assigns having then been duly paid or repaid) the lessee his executors or assigns shall be entitled to a grant in fee simple of the land hereby demised subject to such conditions exemptions and reservations as the Governor in Council may direct.
16. These presents are on this further condition that in case of the death of the lessee his executors or administrators or personal representatives may act in his place as lessee for a period of twelve calendar months. If before the expiration of which time they or he are unable to arrange for any person named in the lessee's will or in case no person is so named or in the case of an intestate lessee for any member of his family (such person or member being qualified for becoming a lessee under the *Settlement on Lands Act 1893*) to accept a transfer of this lease and continue to carry out and perform the covenants hereof subject to the conditions hereof the Board after having given two calendar months' notice in writing to such executors administrators or representatives either personally or by posting such notice on the land hereby demised may resume possession of the said land and transfer the same to any qualified person and any money paid by such incoming tenant for the interest in the lease of the deceased lessee shall after deducting the amount of rent loan or other money due to the Board (if any) in respect of the said land be paid by the Board to the said executors administrators or representatives as the case may be.
17. That these presents are on this further condition that if the lessee fails to comply with and observe the provisions of Part I. of the *Settlement on Lands Act 1893* or of this lease in any respect the Board may upon sufficient proof thereof to the satisfaction of the Board forfeit his interest in the land hereby demised and that the Board may cause such interest to be sold by public auction to any person who is qualified for becoming a lessee under Part I. of the said Act in which case any such person so purchasing shall be deemed to stand in the position of the original lessee.
18. That these presents are on this further condition that these presents shall be voidable at the will of the Board in the event of any breach or non-compliance with the covenants or conditions hereof.
19. The lessee for himself his executors administrators and successors in manner following (that is to say):—That in the event of any portion of the land hereby demised being at any time or times required by the Board of Land and Works (hereinafter called the Board), or the Victorian Railways Commissioner for the construction of railways, railway stations or railway works already or hereafter authorized to be constructed or by the Governor or Administrator of the Government of Victoria by and with the advice of the Executive Council thereof hereinafter designated the Governor in Council for the construction of water supply works irrigation works reservoirs, dams races water-courses or drains or for public roads or highway to be hereafter set out by the Governor in Council be the said lessee his executors administrators or assigns will upon being allowed by the Board or Victorian Railways Commissioner or Governor in Council one month after receiving notice in writing from the Board or Victorian Railways Commissioner or Governor in Council that the land is so required for the removal by him or them of any houses buildings or fences upon the land so required remove such houses buildings and fences and relinquish possession of the land so required and that neither he nor they will make any claim for compensation whatsoever for the said houses buildings fences or for any improvements upon the said land or for the cost which he or they may incur in such removal nor will he or they make any claim for compensation for any right or interest which he or they may possess in such lease or in such land beyond a proportionate reduction of rent which shall in all cases be fixed by an officer appointed by the Governor in Council for such purpose nor in respect of the severance of such land from the other lands held under this lease. And it is hereby expressly agreed between the parties hereto that this covenant is to be construed as a release by the said lessee his executors administrators and assigns to His Majesty his heirs and successors from all or any payment to him or them and from all claims thereto which might otherwise have been made in respect of resumption of any portion of the land hereby demised for railway purposes or for the purpose of the construction of water supply works irrigation works reservoirs dams races water-courses or drains or for public roads or highway under the before-contained conditions for resumption by or on behalf of His Majesty his heirs and successors.
20. And lastly that these presents are on the condition that in case the rent hereby reserved and other moneys (if any) or any part of such rent or other moneys be not paid in accordance with the covenants for payment hereinbefore contained although no demand for payment has been made or in case the lessee his executors administrators or approved assigns shall not faithfully observe and perform all and every the covenants and conditions herein contained on his or their part to be observed and performed it shall be lawful for the Board to enter forthwith at any time thereafter upon the land hereby demised and the same to repossess and enjoy and thenceforth the said term hereby granted shall absolutely cease and determine. And it is hereby agreed and declared that in such case it shall be lawful for the Board and for any agents or officers authorized by it in that behalf without any demand whatsoever to enter upon the land hereby demised and the lessee his executors or administrators and all persons claiming from under or through him or them for ever to expel and remove therefrom without any legal process whatsoever and as effectually as any sheriff might in case the Board had obtained judgment in ejectment for recovery of possession of the said land and a writ of *habere facias possessionem* or other process had issued on such judgment directed to such sheriff in due form of law. And that in case of such entry and any action being

brought or other proceedings taken for or on account of the same by any person whomsoever the 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 his executors administrators and all persons claiming from under or through him to the Board and all persons acting in the matters complained of or of any such agent or officer for the entry or trespass or other matters complained of in such action or other proceedings.

In witness whereof on the day and date first above written the Board hath set its common seal and the said lessee his hand and seal.

The Common Seal of the Board of Land and Works was hereunto affixed in the presence of—
 President. (L.S.)
 Member. (L.S.)
 Signed Sealed and Delivered by the above-named in the presence of— (L.S.)

Schedule within referred to—Special conditions.

A. The lessee for himself his executors administrators and assigns covenants with the Board of Land and Works that he and they if and when so required by the Board or its successors will from time to time without let or hindrance and without making any claim for compensation or other payment permit the Board and its successors or the owner or occupier of any adjacent land its his her or their tenants servants agents and workmen either with or without horses or other animals carts or other carriages to enter and go upon the land hereby demised from time to time for the purpose of surveying and taking levels of the same and ascertaining and staking or setting out such parts thereof as may be necessary and proper to be used for the making or constructing of any canal or canals or drain or drains through or upon the said land and from time to time in and upon such land to make and construct such canal or canals or drain or drains as the Board or its successors may at any time approve and for the purpose of or incidental to the making or constructing any such canal or canals or drain or drains to fill dig cut trench embank and remove or lay take carry and use any earth stone gravel sand or other material on upon or from the said land.

B. The lessee further covenants in manner and form as aforesaid that he his executors administrators and assigns will at all times during the term hereby created cleanse keep open and free from obstruction and in good order and condition all canals or drains now existing or which may at any time hereafter be made or constructed on or be abutting upon or bounding the land hereby demised whoever may have constructed or made or shall construct or make the same and that neither the lessee nor his executors administrators or assigns will do or cause or permit to be done upon the said land any act matter or thing whereby any such canals or drains may be injured or endangered.

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

SCHEDULE 4D.

Lease of a Homestead Section (Mallee) under Sections 20 (b) and 24 of the Settlement on Lands Act 1893.

THIS INDENTURE made this day of between the Board of Land and Works (hereinafter referred to as the "Board") of the one part and (hereinafter called the "lessee") of the other part Witnesseth that in consideration of the rent hereby reserved and of the covenants and conditions herein contained on the part of the lessee his executors administrators and assigns to be observed and performed the Board under and by virtue of the powers conferred on it by the Settlement on Lands Act 1893 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 Crown land being the Homestead Section Number of the block set apart and appropriated under the Settlement on Lands Act 1893 for occupation by the members of the in the parish of containing or thereabouts being within the mallee country and shown with the measurements and abutments thereof in the map or diagram drawn in the margin of these presents and in such map or diagram coloured yellow to hold the said piece of land unto the lessee his executors administrators and approved assigns from the day of in the year of our Lord One thousand hundred and for the term of twenty years Yielding and paying for the same unto the Board during the said term at the rate of per annum (being per annum) for every acre and fractional part of an acre of the said land together with such further rent (if any) fixed by any Order in Council made in that behalf under and by virtue of the provisions of Section 17 of the Land Act 1891 such rent to be always paid by equal half-yearly payments in advance on the first day of and the first day of in each year the first of such payments having been made on or before the execution of these presents the next of such payments to be made on the day of Reserving and excepting unto His Majesty the King his heirs and successors the right upon repayment to the lessee or to any person having a charge allowed by the Board to the extent of

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

such charge of the amount of rent paid by him in respect of the land required to be resumed and upon payment to him of the full value (to be determined in accordance with the regulations made under the Settlement on Lands Act 1893 for the time being in force) of all substantial improvements of a permanent character made erected or constructed by such lessee on the land required to be resumed to resume possession from time to time and at any time of any of the land comprised in this lease as 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 And excepting also unto His Majesty his heirs and successors all gold and silver and auriferous and argenteiferous 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 any metals or minerals or mineral ores whatsoever in upon or under the demised land together with liberty to His Majesty his heirs and successors and his and their agents servants lessees licensees or assigns at any time or times hereafter during the said term to enter upon the said land and to search and mine therein and thereon for any metals or minerals or mineral ores whatsoever and to extract and remove therefrom all metals and minerals and mineral ores whatsoever and for the purposes aforesaid to sink shafts erect machinery carry on any works and do any other things which may be necessary or usual in mining without leaving any vertical or lateral support for the surface of the said land and without conferring any right or claim upon the lessee his executors administrators and assigns or his or their tenants to any compensation or payment for any subsidence of or consequential injury to such surface caused by or incidental to such mining operations as aforesaid And the lessee for himself his heirs executors administrators and assigns doth hereby covenant with the Board that he the lessee his executors administrators and approved assigns will observe perform and be bound by the several clauses covenants conditions provisos agreements acts matters and things hereinafter contained and on his or their part to be observed and performed (that is to say):—

1. That he or they will during the term hereby created pay unto the Board the rent hereby reserved by equal half-yearly payments in advance on the days hereinbefore appointed for the payment thereof.
2. That he or they will repay unto the Board the sum of heretofore advanced by the Board to the lessee out of moneys made available by Parliament to assist permissive occupants under the Settlement on Lands Act 1893 by twenty equal yearly payments of each to be paid on the day of in each year until the whole sum advanced be repaid.
3. That he or they will pay unto the Board the sum of being the cost of the survey of the land hereby demised within five years from the date hereof by ten equal half-yearly instalments of each in advance the first of such instalments having been paid on or before the execution of these presents that he or they will pay the next of such instalments on the day of and thereafter a further instalment on each of the days appointed for the payment of rent hereunder until the whole sum of be paid.
4. 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.
5. That within six months from the date of these presents the lessee will commence and will thenceforward during the term of this lease (if he so long live) continue personally or his wife or some child of such lessee or all or some or one of them will reside on the land hereby demised or its appurtenant township allotment or within the limits of the Homestead Association lands and these presents are upon this express condition that if the lessee his wife or children be all absent for more than four months during any one financial year from the land hereby demised and its appurtenant township allotment he shall be deemed to have failed to comply with this covenant in regard to residence.
6. That he or they will use the land hereby demised for the purpose of agriculture gardening grazing dairying farming or other like purpose.
7. That he or they will not assign transfer or sublet or borrow money on the security of the land hereby demised or any portion thereof without the consent of the Board signified in writing first had and obtained and then only in conformity with such consent and these presents are upon this express condition that save as in the Settlement on Lands Act 1893 and as hereinafter provided this lease shall become absolutely void on assignment or transfer of the whole or any portion of the land hereby demised whether by operation of law or otherwise or upon such land or any portion thereof being sublet or made a security whether in law or in equity for the payment or repayment of any money or other advance.
8. That he or they will to the satisfaction of the Board within two years from the date hereof bring into cultivation not less than one-tenth of the land hereby demised and to the like satisfaction within four years from the date hereof will bring into cultivation not less than one-fifth of such land and to the like satisfaction within six years from the date hereof in addition to the cultivation of one-fifth of the said land have put substantial improvements of a permanent character on such land to the value of one pound for every acre or fractional part of an acre demised.
9. That neither he nor they will at any time during the continuance of the term hereby created without a licence from the Crown in that behalf search for or permit to be searched for in or on the land hereby demised or take or permit to be taken therefrom any metal or mineral or mineral ore.
10. That he and they will observe fulfil and be bound by the stipulations conditions covenants and provisos contained in the Schedule hereunder written.

11. That he or they during the continuance of this demise keep in good condition and repair all buildings fences and other permanent improvements erected or effected or to be erected or effected on the land hereby demised whether made erected or constructed by such lessee or not reasonable wear and tear and damage by fire alone excepted.

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

13. That these presents are upon this express condition that the Board or any person appointed in that behalf by it may at any time enter upon the land hereby demised to ascertain if the covenants and conditions of this lease are being performed and observed by the lessee.

14. That these presents are upon this further condition that the right is reserved to His Majesty to resume possession from time to time and at any time of any of the land comprised in this lease which in the opinion of the Governor in Council is 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 upon repayment to the lessee or to any person having a charge allowed by the Board to the extent of such charge of the amount of rent paid by the lessee in respect of the land required to be resumed and upon payment of the full value (to be determined in accordance with the regulations for the time being in force made under the *Settlement on Lands Act 1893*) of all substantial improvements of a permanent character made erected or constructed by the lessee upon the land so required to be resumed.

15. These presents are upon this further condition that the lessee his executors administrators or approved assigns having fulfilled and observed the clauses covenants conditions provisos agreements acts matters and things herein contained and on his or their part to be observed and performed upon payment of the last sum due on account of the rent hereinbefore reserved (all sums (if any) in respect of the survey of the land hereby demised or any loan made by or on behalf of the Board or His Majesty to the lessee his executors administrators or approved assigns having then been duly paid or repaid) the lessee his executors administrators or assigns shall be entitled to a grant in fee simple of the land hereby demised subject to such conditions exemptions and reservations as the Governor in Council may direct.

16. These presents are on this further condition that in case of the death of the lessee his executors or administrators or personal representatives may act in his place as lessee for a period of twelve calendar months. If before the expiration of which time they or he are unable to arrange for any person named in the lessee's will or in case no person is so named or in case of an intestate lessee for any member of his family (such person or member being qualified for becoming a lessee under Part II. of the *Settlement on Lands Act 1893*) to accept a transfer of this lease and continue to carry out and perform the covenants hereof subject to the conditions hereof the Board after having given two calendar months' notice in writing to such executors administrators or representatives either personally or by posting such notice on the land hereby demised may cancel this lease resume possession of the said land and lease the same for the remainder of the term hereby created to any other settlor and any money paid by such incoming tenant for the interest in the lease of the deceased lessee shall after deducting the amount of rent interest loan or other money due to the Board (if any) in respect of the said land and any moneys due under any incumbrance allowed by the Board be paid by the Board to the said executors administrators or representatives as the case may be.

17. That these presents are on this further condition that if the lessee fails to comply with and observe the provisions of Part II. of the *Settlement on Lands Act 1893* or of this lease in any respect the Board may upon sufficient proof thereof to the satisfaction of the Board forfeit his interest in the land hereby demised, and that the Board may cause such interest to be sold by public auction to any member of the who is qualified for becoming a lessee under Part II. of the said Act in which case any such person so purchasing shall be deemed to stand in the position of the original lessee.

18. That these presents are on this further condition that these presents shall be voidable at the will of the Board in the event of any breach or non-compliance with the covenants or conditions hereof.

19. The lessee for himself his executors administrators and assigns further covenants with His Majesty his heirs and successors in manner following (that is to say):—That in the event of any portion of the land hereby demised being at any time or times required by the Board of Land and Works (hereinafter called the Board) or the Victorian Railways Commissioner for the construction of railways railway stations or railway works already or hereafter authorized to be constructed or by the Governor or Administrator of the Government of Victoria by and with the advice of the Executive Council thereof hereinafter designated the Governor in Council for the construction of water supply works irrigation works reservoirs dams races water-courses or drains or for public roads or highway to be hereafter set out by the Governor in Council he the said lessee his executors administrators or assigns will upon being allowed by the Board or Victorian Railways Commissioner or Governor in Council one month after receiving notice in writing from the Board or Victorian Railways Commissioner or Governor in Council that the land is so required for the removal by him or them of any houses buildings or fences upon the land so required remove such houses buildings and fences and relinquish possession of the land so required and that neither he nor they will make any claim for compensation whatsoever for the said

houses buildings fences or for any improvements upon the said land or for the cost which he or they may incur in such removal nor will he or they make any claim for compensation for any right or interest which he or they may possess in such lease or in such land beyond a proportionate reduction of rent which shall in all cases be fixed by an officer appointed by the Governor in Council for such purpose nor in respect of the severance of such land from the other lands held under this lease. And it is hereby expressly agreed between the parties hereto that this covenant is to be construed as a release by the said lessee his executors administrators and assigns to His Majesty his heirs and successors from all or any payment to him or them and from all claims thereto which might otherwise have been made in respect of resumption of any portion of the land hereby demised for railway purposes or for the purpose of the construction of water supply works irrigation works reservoirs dams races water-courses or drains or for public roads or highway under the before contained conditions for resumption by or on behalf of His Majesty his heirs and successors.

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

In witness whereof on the day and date first above written the Board hath set its common seal and the said lessee his hand and seal.

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

President.

Member.

(L.S.)

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

(L.S.)

Schedule within referred to.—Special Conditions.

A. The lessee for himself his executors administrators and assigns covenants with the Board of Land and Works that he and they if and when so required by the Board or its successors will from time to time without let or hindrance and without making any claim for compensation or other payment permit the Board and its successors or the owner or occupier of any adjacent land its his her or their tenants servants agents and workmen either with or without horses or other animals carts or other carriages to enter and go upon the land hereby demised from time to time for the purpose of surveying and taking levels of the same and ascertaining and staking or setting out such parts thereof as may be necessary and proper to be used for the making or constructing of any canal or canals or drain or drains through or upon the said land and from time to time in and upon such land to make and construct such canal or canals or drain or drains as the Board or its successors may at any time approve and for the purpose of or incidental to the making or constructing any such canal or canals or drain or drains to fill dig out trench embank and remove or lay take carry and use any earth stono gravel sand or other material on upon or from the said land.

B. The lessee further covenants in manner and form as aforesaid that he his executors administrators and assigns will at all times during the term hereby created cleanse keep open and free from obstruction and in good order and condition all canals or drains now existing or which may at any time hereafter be made or constructed on or be abutting upon or bounding the land hereby demised whoever may have constructed or made or shall construct or make the same and that neither the lessee nor his executors administrators or assigns will do or cause or permit to be done upon the said land any act matter or thing whereby any such canals or drains may be injured or endangered.

And the Honorable Daniel Joseph Duggan, His Majesty's Commissioner of Crown Lands and Survey for the State of Victoria, shall give the necessary directions herein accordingly.

THOS. BRISBANE,
Acting Clerk of the Executive Council.

