



THIRD SUPPLEMENT  
TO THE  
VICTORIA  
GOVERNMENT GAZETTE

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TUESDAY, JANUARY 14.

[1902.

REGULATIONS UNDER THE LAND ACT 1901.

*At the Executive Council Chamber, Melbourne, the eighth day of January, 1902.*

PRESENT :

His Excellency the Governor of Victoria.

Mr. Peacock,  
Mr. McCulloch,

Mr. Morrissey.

WHEREAS by the *Land Act* 1901 power is given to the Governor in Council from time to time to make, alter, and rescind rules, regulations, and orders for the various purposes therein specified : Now therefore His Excellency the Governor of the State of Victoria in the Commonwealth of Australia, acting by and with the advice of the Executive Council of the said State, doth hereby make the Regulations following :—

PART I.—GENERAL.

Chapter I.—Preliminary.

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

2. For the purposes of these Regulations under Parts I. and II., unless the context be inconsistent therewith, the words "agricultural allotment," "country lands," "Board," "cattle," "cultivate," "fence," "grazing area," "Minister," "occupy," "selector under any previous Land Act or Acts," "substantial and permanent improvements," "traveller," and "vermin" "grazing allotment," "Land Classification Board," "conditional purchase lease," and "perpetual lease" shall have the respective meanings assigned to them in section 3 of Part I. of the *Land Act* 1901, and the words "large cattle" shall mean cows, heifers, oxen, steers, horses, mares, geldings, colts, fillies, asses, and mules ; and the words "small cattle" shall mean sheep and goats.

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

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

5. Tenders for the right to depasture any park lands, reserves, or other Crown lands not forming part of a common or not under lease or licence may be invited from time to time.
6. The fee for the preparation of a grazing licence or a renewal thereof shall be Five shillings.

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

1. Crown grants of Crown land (other than Mallee lands) sold by auction or licensed on or after the 31st December, 1901, shall be in the form prescribed in Schedule A<sup>4</sup> hereto, and shall be subject to such other exceptions, reservations, covenants, and conditions as the Governor in Council may in any particular case direct.
2. Crown grants of lands sold in accordance with the provisions of section 18 sub-section (2) of the *Land Act* 1901 shall be in the form prescribed in Schedule B<sup>4</sup> hereto, and shall be subject to such other exceptions, reservations, covenants, and conditions as the Governor in Council may in any particular case direct.
3. The fees payable for preparation of any Crown grant, either on parchment or paper, shall be as follow :—
 

	£	s.	d.
For any Crown grant of purchased land where the purchase money does not exceed Five pounds	J	10	6
For any other Crown grant of purchased land not exceeding in extent 50 acres	1	1	0
For any Crown grant of purchased land exceeding 50 acres, and not exceeding in extent 300 acres	1	6	0
For any Crown grant of purchased land exceeding in extent 300 acres	1	11	6
4. The fee for an authority for the issue of a Treasurer's receipt shall be One pound, whether for consolidated grant or otherwise.
5. For a certificate of search in connexion with a release of mortgage before issue of a Treasurer's receipt, the fee shall be Ten shillings.

**Chapter III.**

**Fees.**

The following fees shall be payable under these regulations :—

	£	s.	d.
For a lease of a pastoral allotment	1	0	0
For consent of Board of Land and Works to transfer, mortgage, or to sublet a pastoral allotment	1	0	0
For a lease of a grazing area	1	0	0
For consent of Board of Land and Works to transfer, sublet, or mortgage a grazing area	1	0	0
For an agricultural allotment or grazing allotment licence or lease	1	0	0
For a perpetual lease	1	0	0
For Board's consent to transfer of an agricultural or grazing allotment held under perpetual lease	1	0	0
For registration of a transfer of an agricultural or grazing allotment licence, by assignee or trustee in insolvency, or by executor of administrator	1	0	0
For registration of licence lien (agricultural or grazing allotment)	1	0	0
For registration of transfer of licence lien (ditto)	1	0	0
For application for conversion (ditto)	0	10	0
For application for classification (sec. 88, <i>Land Act</i> 1901)	0	10	0
For certificate of registration	0	5	0
For registration of application (sec. 145, <i>Land Act</i> 1901)	0	2	6
For registration of transfer of interest (Sales by Auction)	0	10	0
For certificate of date of sale	0	10	6
For registration of order to obtain Crown grant	0	10	0
For lease of mallee block or allotment	1	0	0
For duplicate, modified, or consolidated lease of mallee block or allotment	1	0	0
For consent to transfer, mortgage, or sublet mallee block or mallee allotment	1	0	0
For licence for auriferous lands (sec. 103, <i>Land Act</i> 1901)	0	2	6
For registration of licence lien (ditto)	0	10	0
For transfer of licence (ditto)	0	10	0
For licence for worked-out auriferous lands	0	2	6
For transfer of licence for worked-out auriferous lands	0	10	0
For registration of licence lien (sec. 106, <i>Land Act</i> 1901)	0	10	0
For grazing licence for auriferous lands (sec. 105, <i>Land Act</i> 1901)	0	10	0
For every renewal of ditto	0	5	0
For transfer of any grazing licence	0	10	0
For conditional purchase lease	1	0	0
For lease for swamp or reclaimed lands (sec. 131, <i>Land Act</i> 1901)	1	0	0
For transfer of licence (sec. 145, <i>Land Act</i> 1901)	1	0	0
For grazing licence (sec. 138 or 140 or 187, <i>Land Act</i> 1901), or for each renewal thereof	0	5	0
For renewal of grazing licence (sec. 138, 140, or 187), where the yearly rental does not exceed One pound	0	2	6
For transfer of grazing licence (sec. 138 or 140 or 187, <i>Land Act</i> 1901), or for each renewal thereof	0	10	0
For lease under section 142 or 143 or 144, <i>Land Act</i> 1901	2	0	0
For transfer of residence licence (State Forest)	1	0	0
For a land voucher or transfer thereof	1	0	0
For any lease or licence or transfer of any lease or licence or certificate other than those specified	1	0	0
For preparation of Crown grant of land not exceeding in extent 50 acres	1	1	0
For preparation of Crown grant, where the purchase money does not exceed Five pounds	0	10	6

	£	s.	d.
For preparation of Crown grant of land exceeding 50 acres and not exceeding in extent 300 acres ... ..	1	6	0
For preparation of Crown grant of land exceeding in extent 300 acres ... ..	1	11	6
For authority for issue of Treasurer's receipt ... ..	1	0	0
For certificate of search in connexion with release of mortgage before issue of Treasurer's receipt ... ..	0	10	0
For any special deed ... .. Not exceeding	5	0	0

For fees for consolidated Crown grants of allotments purchased at auction see Chapter IV., Part I.  
For fees for survey see Chapter V., Part I.

#### Chapter IV.—Sales by Auction.

1. All sales of Crown lands by public auction shall be subject to the conditions specified in Schedule C<sup>4</sup> hereto, and to such other conditions as the Governor in Council may in any particular case direct.

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

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

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

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

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

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

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

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

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

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

#### Chapter V.—Survey.

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

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

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

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

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

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

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

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

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

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

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

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

## PLANS.

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

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

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

## ADJUSTMENT OF BOUNDARIES.

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

## SURVEY FEES.

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

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

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

Areas.	Graduated Scales for Areas specified.				
	1st Scale.	2nd Scale.	3rd Scale.	4th Scale.	5th Scale.
When the area does not exceed—	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
3 acres ...	1 14 0	1 19 0	2 4 0	2 12 0	3 0 0
5 " ...	1 17 0	2 3 0	2 9 0	2 19 0	3 15 0
10 " ...	2 2 0	2 11 0	2 19 0	3 14 0	4 5 0
20 " ...	2 9 0	3 1 0	3 14 0	4 14 0	5 0 0
30 " ...	2 14 0	3 9 0	4 5 0	5 9 0	6 10 0
40 " ...	2 19 0	3 16 0	4 14 0	6 2 0	7 8 0
50 " ...	3 2 0	4 2 0	5 2 0	6 14 0	8 4 0
60 " ...	3 6 0	4 8 0	5 9 0	7 4 0	8 19 0
70 " ...	3 9 0	4 13 0	5 16 0	7 14 0	9 13 0
80 " ...	3 12 0	4 17 0	6 2 0	8 2 0	10 5 0
90 " ...	3 15 0	5 2 0	6 8 0	8 11 0	10 17 0
100 " ...	3 18 0	5 6 0	6 14 0	8 19 0	11 8 0
120 " ...	4 3 0	5 14 0	7 4 0	9 13 0	12 9 0
140 " ...	4 8 0	6 1 0	7 14 0	10 7 0	13 8 0
160 " ...	4 12 0	6 7 0	8 3 0	10 19 0	14 6 0
180 " ...	4 16 0	6 14 0	8 11 0	11 11 0	15 8 0
200 " ...	5 0 0	7 0 0	8 19 0	12 2 0	16 4 0
220 " ...	5 4 0	7 5 0	9 7 0	12 13 0	16 18 0
240 " ...	5 7 0	7 11 0	9 14 0	13 3 0	17 8 0
260 " ...	5 11 0	7 16 0	10 1 0	13 13 0	18 4 0
280 " ...	5 14 0	8 1 0	10 7 0	14 2 0	18 16 0
300 " ...	5 17 0	8 5 0	10 14 0	14 11 0	19 8 0
320 " ...	6 0 0	8 10 0	11 0 0	15 0 0	20 0 0
400 " ...	7 1 0	10 3 0	13 4 0	18 2 0	24 2 0
480 " ...	7 19 0	11 10 0	15 1 0	20 14 0	27 11 0
800 " ...	8 15 0	12 14 0	16 13 0	23 0 0	30 12 0
1000 " ...	9 13 0	14 1 0	18 10 0	25 11 0	34 0 0
1280 " ...	10 5 0	15 5 0	20 0 0	27 0 0	36 0 0

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

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

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

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

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

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

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

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

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

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

ROADS.

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

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

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

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

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

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

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

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

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

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

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

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

18. No survey shall be held to be a survey under the direction of the Board of Land and Works within the meaning of the 181st section of the *Land Act 1901* until the Surveyor-General shall be satisfied of its accuracy, and the applicant shall be responsible for the payment of any further sum that may be required for the survey of the allotment, or for any modification of the plan thereof, where such modification is not caused by the neglect of the authorized surveyor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



and all matters referred to it by the Minister, to whom the Board shall report its opinion thereon. The chairman of every such Board shall, on commencing each day's business, publicly read, in a distinct and audible voice, section 157 of the *Land Act* 1901.

3. At least seven days before the sitting of any Local Land Board the Land Officer shall insert in a newspaper circulating in the district wherein such Board will be held a list of the applications and matters to be heard by it at such sitting. The notice to be given herein shall be in addition to the *Gazette* notice required by section 193 of the *Land Act* 1901.

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

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

#### APPEALS.

6. Any person who may be dissatisfied with the recommendation of a Local Land Board may appeal to the Minister, provided that the grounds of appeal be set forth in writing and forwarded to the Minister not later than seven days after the sitting of the Local Land Board, with a request that such appeal may be heard. No appeal shall be entertained after the expiration of the said seven days, unless the applicant show by a statutory declaration that he received no notice to attend, and was not aware of the sitting of and did not attend the Local Land Board, and further that he has a claim on the merits for re-hearing. "Every appeal shall be accompanied by a cash deposit of Two pounds (£2)."

7. Should the Minister consider that any appeal has been made on frivolous grounds, he may direct that the whole or any portion of the deposit shall be forfeited, and may also direct that the appellant shall pay such further costs as may seem to him reasonable.

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

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

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

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

#### Chapter II.

##### PASTORAL LANDS.\*

1. Every application for a right to a lease for a pastoral allotment, under section 21, shall be made in the form prescribed in Schedule 2 hereto; and in the event of two or more applications being lodged on any one day before the hour of Two o'clock in the afternoon in respect of the same pastoral allotment, the right to a lease thereof shall be offered for sale by public auction, of which due notice shall be given, subject to the conditions prescribed in Schedule 3 hereto.

2. Leases for pastoral allotments shall be in the form and subject to the conditions prescribed in Schedule D<sup>4</sup> hereto.

3. Any lessee of a pastoral allotment who has complied with the covenants and conditions of his lease, and desires to exercise his right of selection under section 29 of the *Land Act* 1901, shall apply in the form prescribed in Schedule 4 hereto.

\* For Regulations relating to resumption of land under the 10th sub-section of section 27, *Land Act* 1901, see Chapter X.  
For Regulations relating to swing-gates and ingress, egress, and regress, see Chapter X.

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

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

### Chapter III.

#### APPLICATIONS FOR LEASES AND LICENCES.

1. An applicant for a lease under section 35, or a perpetual lease under section 53 or 61, or a conditional purchase lease under section 130, *Land Act* 1901, or for a licence under section 47 or section 50, *Land Act* 1901, or section 54 of the *Land Act* 1901, or under section 105 or 145, *Land Act* 1901, shall not be required to mark out the land applied for. The applicant shall, however, post or deliver to the Land Officer for the district an application in the prescribed form.

2. Every intending applicant under section 103, *Land Act* 1901, or section 106, *Land Act* 1901, shall affix to a post or other conspicuous object at or near each corner of the allotment a legible notice in writing setting forth that he is an applicant for such allotment, the approximate area thereof, and his name and address, together with the date upon which he marked out the land.

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

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

5. The applicant shall, before lodging his application, pay to the nearest Receiver of Revenue the sum of Five Shillings (5s.) for a certificate of registration which must accompany the application, and such sum shall not be refunded unless specially authorized in exceptional cases.

6. An applicant for a licence or a perpetual lease out of a grazing area held by him under lease, or for a licence under section 105, or for a lease under section 142, or 143, or 144, *Land Act* 1901, shall not be required to lodge a certificate of registration with his application; but an applicant under section 145, *Land Act* 1901, shall pay a registration fee of Two shillings and sixpence (2s. 6d.), and forward the receipt with his application.

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

8. Where the applicant for any particular allotment or allotments is unable to attend the Local Land Board in person, he may furnish a statement in the form prescribed in Schedule 5 hereto.

9. The Land Officer shall notify by post every person who, in his opinion, is interested in any application of the date when it will be considered, and shall insert at least one week before the sitting of the Local Land Board in a newspaper circulating in the district in which the land applied for is situated a notice of all applications lodged with him and of the date of the Local Land Board by which such applications will be considered.

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

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

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

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

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

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

#### Chapter IV.—Grazing Areas.

1. Every application for a lease under section 35, *Land Act* 1901, shall be made in the form prescribed in Schedule 6 hereto.

2. Every lease under section 35, *Land Act* 1901, shall be dated the first day of January or the first day of July, as the case may be, and shall be in the form prescribed in Schedule E<sup>4</sup> hereto; but the diagram of boundaries and statement of area shall be deemed as approximate and temporary only. Provided always that the Governor in Council may, if he think fit, order that a lease be subject to such special conditions as shall meet the circumstances of any particular case. The fee for preparation of lease shall be One pound.

3. In every case where, pursuant to section 94 of the *Land Act*, payment for improvements of a permanent character is to be made by half-yearly instalments. An additional condition in the form prescribed in Schedule F<sup>4</sup> hereto shall be included in the conditions of the Grazing Area Lease to be issued under section 35 of the *Land Act* 1901.

4. The approval of the Board of Land and Works to the expenditure for substantial and permanent improvements in lieu of fencing where the Board is satisfied that such fencing would be impracticable or is not required shall be in the form prescribed in Schedule 7 hereto, and the acceptance of such improvements as compliance with the fencing covenant of the lease shall be in the form prescribed in Schedule 8 hereto.

5. Every application to surrender to His Majesty the King the whole or part of a grazing area shall be made in the form prescribed in Schedule 9 hereto, and every surrender of the whole of a lease shall be in the form prescribed in Schedule 11 hereto.

6. Every application to surrender part of a grazing area in favour of the wife or child of the lessee shall be made in the form prescribed in Schedule 10 hereto.

7. Every lessee under section 35, *Land Act* 1901, shall, on the expiration of three years from the date of his lease, forward to the Secretary for Lands a statement in the form of Schedule 12 hereto as to his performance of the covenants of his lease.

#### Chapter V.—Agricultural and Grazing Allotments.

##### RESIDENCE LICENCES.

1. Every application for permission to surrender an agricultural allotment licence, and to have the allotment classified, shall be made before the 30th June, 1902, in the form prescribed in Schedule 13 hereto, and the licensee shall pay a classification fee of Ten shillings and forward the receipt with his application.

2. Every application to surrender part of an agricultural or a grazing allotment shall be made in the form prescribed in Schedule 14 hereto.

3. Every application to select an agricultural or a grazing allotment shall be made in the form and accompanied by the declaration prescribed in Schedule 15 hereto, and shall be posted or delivered to the Land Officer for the district in which such allotment is situated.

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

5. Any licensee of an agricultural or a grazing allotment who may desire to absent himself from his allotment for a period in all not exceeding three months in any one year of the currency of his licence shall apply to the Land Officer for the district in which the land is situated, and fill up and sign a notice in the form prescribed in Schedule 16 hereto.

6. The Land Officer shall register in a book, in the form prescribed in Schedule 17 hereto, to be kept in his office for that purpose, each notice of intended absence, and shall transmit such notice to the Secretary for Lands.

7. Every application for the consent of the Board of Land and Works to substituted occupation under section 84 of the *Land Act* 1901 shall be made in the form prescribed in Schedule 18 hereto.

8. The consent of the Board of Land and Works shall be given in the form prescribed in Schedule 19 hereto.

9. The approval of the Board of Land and Works to the expenditure for substantial and permanent improvements, in lieu of fencing, when the Board is satisfied that such fencing would be impracticable or is not required, shall be in the form prescribed in Schedule 7 hereto, and the acceptance of such improvements as compliance with the fencing covenant of the licence shall be in the form prescribed in Schedule 8 hereto.

#### NON-RESIDENCE LICENCES (AGRICULTURAL ALLOTMENTS).

10. Every application for permission to surrender a licence and to have the allotment classified, shall be made before the 30th June, 1902, in the form prescribed in Schedule 13 hereto, and the licensee shall pay a classification fee of Ten shillings, and forward the receipt with his application.

11. Every application for a non-residence licence shall be in the form and accompanied by the declaration prescribed in Schedule 15 hereto, and shall be posted or delivered to the Land Officer for the district in which the land is situated.

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

13. At the expiration of each and every year of the first five years of the currency of licence in the case of first-class land and at the expiration of each year of the first three years in the case of second-class land, the licensee shall forward to the Secretary for Lands a statement in the form prescribed in Schedule 20 hereto as to his performance of the condition of his licence as regards improvements, and the certificate of improvements issued by the Board of Land and Works with respect to every such application shall be in the form prescribed in Schedule 21 hereto; and every application for a lease or Crown grant shall be accompanied by such certificates. No fee shall be charged for each interim certificate of the Board.

#### NON-RESIDENCE LICENCES (GRAZING ALLOTMENTS).

14. Every application for a non-residence licence shall be made in the form and accompanied by the declaration prescribed in Schedule 15 hereto, and shall be posted or delivered to the Land Officer for the district in which the land is situated.

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

16. At the expiration of each of the first three years from the date of licence, the licensee shall forward to the Secretary for Lands a statement in the form prescribed in Schedule 20 hereto as to his performance of the condition of his licence as regards improvements; and the certificate of improvements issued by the Board of Land and Works with respect to every such application shall be in the form prescribed in Schedule 21 hereto; and every application for a lease or Crown grant shall be accompanied by such certificates. No fee shall be charged for each interim certificate of the Board.

AGRICULTURAL OR GRAZING ALLOTMENTS.—CONVERSION OF LICENCES.

17. Holders of residence or non-residence licences desiring to convert their residence licences into non-residence licences, or *vice versa*, shall apply in the form prescribed in Schedule 22 hereto, and the licensee shall pay a conversion fee of Ten shillings, and forward the receipt with his application.

PAYMENT BY HALF-YEARLY INSTALMENTS FOR IMPROVEMENTS OF A PERMANENT CHARACTER.

18. In every case where, pursuant to section 94 of the *Land Act* 1901, payment for improvements of a permanent character is to be made by half-yearly instalments, an additional condition in the form prescribed in Schedule I<sup>4</sup> hereto shall be included in the conditions prescribed in Schedules G<sup>4</sup> and H<sup>4</sup>.

LICENCES WITH SPECIAL MINING CONDITION.

19. Every licence of an agricultural or grazing allotment subject to the special mining conditions set forth in section 98, *Land Act* 1901, shall be in the form and subject to the conditions specified in Schedules G<sup>4</sup> and J<sup>4</sup> or H<sup>4</sup> and J<sup>4</sup>, and to such other exceptions, reservations, covenants, and conditions as the Governor in Council may in any particular case direct.

19A. Every holder of a licence of an agricultural or grazing allotment issued subject to the special mining conditions set forth in section 98 of the *Land Act* 1901 shall, if the land comprised in such licence be fenced wholly or in part, affix and keep affixed to the outside of four of the corner posts of the fence notices bearing thereon the following words, namely:—

“This land is auriferous, and subject to mining conditions.”

Any neglect to comply with this regulation will render the licensee liable to a penalty not exceeding Twenty pounds (£20).

VINEYARD, HOP-GARDEN, AND ORCHARD.

20. Any licensee or lessee of an agricultural allotment or a grazing allotment having established and cultivated a vineyard, hop-garden, or orchard, and desiring to obtain under the provisions of section 182 of the *Land Act* 1901 a Crown grant for the area so cultivated, not exceeding 20 acres, shall apply in the form prescribed in Schedule 23 hereto.

LICENCE LIENS.

21. The licensee of an agricultural allotment or a grazing allotment desiring to register a lien on his improvements shall apply in the form prescribed in Schedule 24 hereto, and pay the prescribed fee.

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

23. Licence liens shall be executed, in duplicate, in the form prescribed in Schedule 25 hereto, or such other form as licensor and lienor may mutually agree upon.

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

25. The licence lien shall be indorsed upon the licence in the form prescribed in Schedule 26 hereto.

26. The removal or discharge of any licence lien shall be notified to the Minister in the form prescribed in Schedule 27 hereto, and the licence shall be forwarded forthwith. Upon receipt of such notice and licence the indorsement on the licence shall be cancelled and the lien noted as discharged in the register.

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

28. The memorandum of the charge upon the land by reason of such licence lien, when required to be indorsed on a Crown grant or lease before issue, shall be in the form prescribed in Schedule 28 hereto.

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

## TRANSFER OF LICENCE LIENS.

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

31. Every application to register the transfer of a licence lien shall be made in the form prescribed in Schedule 29 hereto, and accompanied by a statement in the form prescribed in Schedule 30 hereto, signed by the licensee, acknowledging his indebtedness to still exist to the amount set forth by the licence lien.

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

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

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

## LEASES AND CROWN GRANTS.

35. Every application by a residence or non-residence licensee for a lease or a Crown grant of the agricultural or grazing allotment held by him under licence shall be made and shall be accompanied by a declaration in the form prescribed in Schedule 32 hereto.

36. The certificate for improvements issued by the Board of Land and Works, with respect to applications under sections 49, 51, or 56, *Land Act* 1901, shall be in the form prescribed in Schedule 33 hereto. No fee shall be charged for such certificate.

37. Leases issued under section 49 of the *Land Act* 1901 shall be in the form prescribed in Schedule K<sup>4</sup> hereto, and shall be subject to such other exceptions, reservations, covenants, and conditions as the Governor in Council may in any particular case direct.

38. Leases issued under section 56 of the *Land Act* 1901 shall be in the form prescribed in Schedule K<sup>4</sup> hereto, and shall be subject to such other exceptions, reservations, covenants, and conditions as the Governor in Council may in any particular case direct.

39. Every application for permission to surrender an agricultural allotment lease and to have the allotment classified shall be made before the 30th day of June, 1902, in the form prescribed in Schedule 34 hereto, and the lessee shall pay a classification fee of Ten shillings and forward the receipt with his application. Such surrender shall be in the form prescribed in Schedule 11 hereto.

40. Leases of agricultural or grazing allotments issued subject to the special mining condition set forth in section 98, *Land Act* 1901, shall be in the form prescribed in Schedule K<sup>4</sup> hereto, and shall be subject to the special condition specified in Schedule J<sup>4</sup>, and to such other exceptions, reservations, covenants, and conditions as the Governor in Council may in any particular case direct.

41. The fee for the preparation of a lease shall be One pound.

## ORDERS FOR THE DELIVERY OF CROWN GRANTS.

42. Every order by a lessee of an agricultural allotment or a grazing allotment authorizing any other person to obtain from the Governor in Council his Crown grant shall be given in the form prescribed in Schedule 35 hereto.

43. Approved orders to obtain Crown grants shall be registered in a book in the form prescribed in Schedule 36 hereto.

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

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

## PERPETUAL LEASES.

46. Every application for the surrender of a lease or licence of an agricultural allotment, and for the issue of a perpetual lease in lieu thereof, shall be made in the form prescribed in Schedule 37 hereto.

47. Every applicant desiring to select an agricultural allotment or a grazing allotment under perpetual lease shall apply in the form prescribed in Schedule 15 hereto, verified by a statutory declaration as stated therein, and shall post or deliver such application to the Land Officer for the district.

48. Perpetual leases for agricultural or grazing allotments shall be in the form and subject to the conditions prescribed in Schedule L<sup>4</sup> hereto, and to such other conditions as the Governor in Council may in any particular case direct. The fee for preparation of a perpetual lease shall be One pound.

49. Every application for permission to transfer or mortgage a perpetual lease after expiry of six years from the date thereof shall be made in the form prescribed in Schedule 68 hereto.

#### Chapter VI.—Auriferous Lands.

1. Every application for a licence under section 103, *Land Act* 1901, shall be made in the form prescribed in Schedule 39 hereto.

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

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

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

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

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

3. Licences shall be in the form and subject to the conditions specified in Schedule M<sup>4</sup> hereto. Provided always that the Governor in Council may, if he think fit, order that a licence may bear such date and be subject to such other conditions as shall meet the circumstances of any particular case.

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

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

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

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

7A. Every holder of a licence under section 103 of the *Land Act* 1901 shall, if the land comprised in such licence be fenced wholly or in part, affix and keep affixed to the outside of four of the corner posts of the fence notices bearing thereon the following words, namely:—

"This land is auriferous, and subject to mining conditions."

Any neglect to comply with this Regulation will render the licence liable to forfeiture.

#### REGISTRATION OF LIENS UNDER SECTION 103, LAND ACT 1901.

8. Every application for permission to register a lien on a licence issued under section 103, *Land Act* 1901, shall be made in the form prescribed in Schedule 42 hereto.

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

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

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

12. The following fees shall be payable under section 103 of the *Land Act 1901* :—

	s.	d.
For preparation of licence ... ..	2	6
For transfer of licence ... ..	10	0
For registration of licence lien ... ..	10	0

WORKED-OUT AURIFEROUS LANDS.

13. Every application for a licence under section 106, *Land Act 1901*, shall be made in the form prescribed in Schedule 45 hereto.

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

15. Licences to occupy worked-out auriferous Crown lands shall be in the form prescribed in Schedule N<sup>4</sup> hereto.

16. Fees as follow shall be payable:—

	s.	d.
For preparation of licence ... ..	2	6
For transfer of licence ... ..	10	0
For registration of lien ... ..	10	0

REGISTRATION OF LIENS.

17. Every application for permission to register a lien on a licence under section 106 of the *Land Act 1901* shall be made in the form prescribed in Schedule 46 hereto.

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

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

20. Every application for a Crown grant of any worked-out auriferous lands licensed under section 106 of the *Land Act 1901* shall be in the form prescribed in Schedule 48 hereto, and the certificate issued by the Board of Land and Works with respect to applications for Crown grants under Section 106 of the *Land Act 1901* shall be in the form prescribed in Schedule 49 hereto.

GRAZING LICENCES UNDER SECTION 105, LAND ACT 1901.

21. Every application for a licence to occupy for grazing purposes the surface of auriferous lands shall be made in the form prescribed in Schedule 50 hereto.

22. Licences shall be in the form prescribed in Schedule O<sup>4</sup> hereto.

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

24. Every application for consent to transfer the interest in any such licence shall be made in the form prescribed in Schedule 51 hereto.

25. Every application for permission to fence the licensed land or part thereof shall be made in the form prescribed in Schedule 52 hereto, and the permission of the Board of Land and Works shall be given in the form prescribed in Schedule 53 hereto.

25A. Every holder of a licence under section 105 of the *Land Act 1901* shall, if the land comprised in such licence be fenced wholly or in part, affix and keep affixed to the outside of four of the corner posts of the fence notices bearing thereon the following words, namely :—

“ This land is auriferous, and subject to mining conditions.”

Any neglect to comply with this regulation will render the licensee liable to a penalty not exceeding Twenty pounds (£20).

26. The fee for preparation of a licence under this section shall be Ten shillings, and for every renewal Five shillings.

27. The fee for registration of a transfer shall be Ten shillings.

CROWN GRANT WITH SPECIAL MINING CONDITION.

28. In all cases where land granted in fee simple pursuant to the provisions of section 18, sub-section (2), of the *Land Act 1901* is fenced, wholly or partly, the owner shall post and keep posted at conspicuous places notices to the effect that the land has been alienated pursuant to section 18, sub-section (2), *Land Act 1901*, and may be entered upon at any time for mining purposes; and shall also paint in red colour the corner posts and gate posts in connexion with such fencing from one (1) foot from the ground to the top of the posts as a further indication that the land is available to the miner



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

1. Leases under section 131, *Land Act* 1901, for Swamp or Reclaimed lands, shall be in the form prescribed in Schedule P<sup>4</sup> hereto, and shall be subject to such other exceptions, reservations, covenants, and conditions as the Governor in Council may in any particular case direct.
2. Every application for a conditional purchase lease shall be in the form prescribed in Schedule 54 hereto.
3. Every application for a perpetual lease shall be in the form prescribed in Schedule 54 hereto.
4. Every perpetual lease shall be in the form prescribed in Schedule R<sup>4</sup> hereto.
5. Every conditional purchase lease shall be dated the 1st day of January or the 1st day of July next preceding the date of issue, and shall be in the form prescribed in Schedule Q<sup>4</sup> hereto.
6. The fee for preparation of a lease, or a conditional purchase lease, or a perpetual lease, shall be One pound.

**Chapter VIII.—Leases under Sections 142, 143, and 144 of the Land Act 1901.**

1. Every application for a lease under section 142, or 143, or 144 of the *Land Act* 1901, or for a renewal under section 143 of the *Land Act* 1901, of a lease under section 97 of the *Land Act* 1890, or sections 142, 143, or 144 shall be made in the form prescribed in Schedule 55 hereto.
2. Every application for a lease under section 142 or 143 of the *Land Act* 1901 shall be accompanied by a plan showing the lengths and bearings of the boundary lines of the site applied for and their connexion with some fixed point of a survey made under the direction of the Board.
3. Every application for a lease under section 144 of the *Land Act* 1901 shall be accompanied by plans and sections. The plans shall show the lands proposed to be leased, and every proposed diversion of existing roads, and where a line of tramway proposed to be formed would cross an existing surveyed road, transverse and longitudinal sections drawn to scale shall be given, whether such crossing be level or otherwise, showing the manner in which it is proposed to obviate obstruction to or interruption with traffic on the said road, and the provision for the prevention of accident at such crossing.
4. Notice of every application for a lease under section 144, *Land Act* 1901, shall, at the cost of the applicant, be published in the *Government Gazette* and in a newspaper circulating in the district wherein the land is situated.
5. Every plan and every section accompanying any application under this Chapter shall be drawn on a scale of eight chains to one inch by an authorized surveyor, and shall be signed by him.
6. Every lease shall be in the form prescribed in Schedule S<sup>4</sup> hereto, and shall be subject to such other covenants and conditions and to the payment of such rent or royalty as the Governor in Council may prescribe, not being less than the amounts provided in the *Land Act* 1901.
7. The fee for the preparation of a lease shall be Two pounds.

**Chapter IX.—Miscellaneous Licences.**(Section 145, *Land Act* 1901.)

1. Every application for a licence comprised in the first division shall be made in the form prescribed in Schedule 55 hereto; but the Minister may, if he think fit, dispense with a plan, either temporarily or wholly. The fee for registration of such application shall be Two shillings and sixpence.
2. No application, unless specially ordered, shall be remitted to a Local Land Board.
3. Licences under this Chapter, unless otherwise provided, shall be classed in two divisions:—

The first division shall comprise those licences which confer the exclusive right to enter upon any Crown lands not under lease or licence, and shall be for the purposes and subject to the payment of the fees set forth in Schedule 56 hereto and to the conditions specified in Schedule T<sup>4</sup> hereto.

The second division shall comprise those licences which do not confer any exclusive right, and shall be for the purposes and subject to the payment of the fees set forth in Schedule 57 hereto and to the conditions specified in Schedule U<sup>4</sup> hereto.

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

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

6. Licences under Schedule 57 hereto shall be issued by the officers appointed by the Treasurer for that purpose.

7. Licences for lime sites north of and adjoining the Botanical Gardens at Geelong shall be issued subject to the conditions prescribed in Schedule V<sup>4</sup> hereto, and shall be renewable annually only on the said conditions being fulfilled, and all other licences under the first division shall be in the form and subject to the conditions specified in Schedule T<sup>4</sup> hereto, and, if deemed expedient, to all or any of the special conditions specified therein, and to such other special conditions as may be necessary in any particular case.

8. Licences under the second division shall be in the form prescribed in Schedule U<sup>4</sup> hereto.

9. The interest in a licence issued for any of the purposes specified in Schedule 56 hereto may be transferred, with the consent of the Minister, upon payment of a fee of One pound, and a new licence may thereupon issue to the transferee, or the transfer may be indorsed on the current licence.

10. Every application to purchase under the provisions of section 146 of the *Land Act* 1901 land held under section 145, *Land Act* 1901, as a site for a butter factory or creamery, or as a site for a residence, garden, inn, store, smithy, or similar building not within the boundaries of a city, and of which the licensee has been in possession for at least five years shall be made in the form prescribed in Schedule 58 hereto.

11. Every application for a licence for the purpose of a bee farm shall be in the form prescribed in Schedule 55. Every licence for a bee farm shall be in the form prescribed in Schedule T<sup>4</sup>, and shall be subject to such payment and such other conditions as may be fixed by the Minister, and to conditions 2 and 3 of Schedule T<sup>4</sup> the following words shall be added after the word "officer"—namely, "or the lessee or licensee of the block on which the area comprised in this licence is situated."

RESIDENCE LICENCES.—STATE FORESTS.

12. Every application for a residence licence for a site in a State Forest shall be made in the form prescribed in Schedule 59 hereto, and shall be accompanied by a plan. The area of each site shall not exceed one acre.

13. Every residence licence shall be in the form prescribed in Schedule W<sup>4</sup> hereto, and be subject to payment in advance of an annual fee of Two shillings and sixpence.

14. Upon the expiration of any such licence, a new licence may be issued to the holder of the expired licence for the land comprised therein upon the same or such other terms and conditions as may be deemed necessary, or the renewal may be indorsed on the back of the expired licence in the form of Schedule 60 hereto, and the indorsement shall have to all intents and purposes the effect of a licence.

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

GRAZING LICENCES.—(SECTIONS 140 AND 187, LAND ACT 1901.)

16. The following fees shall be payable :—	<i>s. d.</i>
For licence, duplicate licence, or renewal ...	5 0
Where the yearly rental does not exceed One pound the renewal fee shall be ...	2 6

*Crown Lands other than State Forests.*

17. Every licence shall be in the form prescribed in Schedule X<sup>4</sup> hereto, and shall be subject to the conditions prescribed therein and to such other conditions as may be considered necessary, and licences shall be issued by any person duly authorized by the Governor in Council.

18. Every application to transfer a licence shall be in the form prescribed in Schedule 61 hereto, and the fee for such transfer shall be Ten shillings.

*State Forests.*—(Section 138, *Land Act* 1901.)

19. Every grazing licence shall be in the form and subject to the conditions contained in Schedule X<sup>4</sup> hereto, and shall be

subject to such exceptions, reservations, covenants, and other conditions as the Governor may in any particular case direct, and every application to transfer a licence shall be in the form prescribed in Schedule 61 hereto, and the fee for such transfer shall be Ten shillings.

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

20. Persons resident within five miles of the Ballarat and Creswick State Forest may, subject to the conditions specified in Schedule Y<sup>+</sup> hereto, depasture in the said forest any number not exceeding in the whole thirty head of cattle.

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

22. Persons resident in the county of Gunbower may, subject to the conditions specified in Schedule Y<sup>+</sup> hereto, depasture any number not exceeding in the whole thirty head of cattle in that portion of the Gunbower State Forest situated south of Grazing Block No. 2922.

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

24. The licence to depasture shall be in the form prescribed in Schedule Z<sup>+</sup> hereto.

**Chapter X.—Miscellaneous.**

**APPLICATION FOR FORFEITURE.**

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

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

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

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

**APPLICATIONS TO PURCHASE.**

(Section 18, *Land Act 1901.*)

4. Any holder of a licence under section 49 of *The Land Act 1869* or of a lease under section 47 of *The Land Act 1862*, who may be desirous of exercising under the provisions of section 18 of the *Land Act 1901* the exclusive right of purchasing the land so held, shall apply in the form prescribed in Schedule 62 hereto.

5. Any person holding a licence or who shall hereafter hold a licence under section 49 of *The Land Act 1869* for land situated without the boundaries of a borough, township, or village, and who has or shall hereafter have paid in fees for the occupation of the area specified in the licence, a sum in the aggregate equal to the value of the land (which value shall be determined in the

manner proscribed in section 18 of the *Land Act 1901*), shall be entitled to apply to remain in occupation at a reduced rental of Two shillings and sixpence (2s. 6d.) per annum, and upon the approval of the application a licence may issue at such reduced rental.

(Section 192, *Land Act 1901*.)

6. Every application to purchase under the provisions of section 192 of the *Land Act 1901* any portion of forest lands of which the applicant has been in undisturbed possession for not less than five years before the 1st day of July, 1899, shall be made in the form prescribed in Schedule 63 hereto.

7. Should there be mining or other valid objections to the issue of a Crown grant a licence shall issue, if the Governor in Council think fit, upon the same terms and conditions and subject to the same licence-fee as if the said licence were granted under section 103 of the *Land Act 1901*.

#### LAND VOUCHERS.

8. The Board of Land and Works may upon application of a licensee under section 42 of *The Amending Land Act 1865* or section 49 of *The Land Act 1869*, whose application to purchase under section 2 or 18 of the *Land Act 1890* or section 15 of the *Land Act 1901*, has been refused by the Board because of an objection to the alienation of the land comprised in the licence on the ground of its being auriferous or for other reasons of a public nature, and upon its being proved to the satisfaction of the said Board that the said licensee has been in possession of the said land for a period of two years and a half, that the conditions of the licence have been complied with, and that the licensee has paid for occupation fees a sum in the aggregate equal to the value of the land (which value shall be determined in the manner prescribed in section 31 of *The Land Act 1869* and in section 18 of the *Land Act 1890* or section 18 of the *Land Act 1901*), and upon payment of a fee of One pound issue a land voucher in the form prescribed in Schedule 64 hereto, and shall upon execution by the said licensee of a transfer indorsed thereon and its acceptance by the transferee and payment of a fee of One pound, issue a fresh voucher to the transferee, and register the transfer in the books of the office of the said Board. Every such transfer shall be in the form prescribed in Schedule 64 hereto.

#### PASTORAL ALLOTMENTS AND GRAZING AREAS.

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

9. Every lessee of a pastoral allotment or of a grazing area shall at all times permit free ingress, egress, and regress into, out of, and upon his leasehold to every other lessee of a pastoral allotment or a grazing area, his agents and servants, with or without live stock or vehicles, travelling from and to any road or track usually used, and shall for that purpose erect swing-gates in his fences at the most convenient places for such persons so travelling, or where any right of ingress, egress, and regress has been proclaimed in favour of the public under section 86 of the *Land Act 1901*.

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

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

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

13. Every lessee of a pastoral allotment or a grazing area desiring to travel cattle or sheep through another persons' pastoral allotment or grazing area shall, if the number of such stock exceed 10 cattle or 50 sheep, not less than twelve hours or more than twenty-four hours before entering upon such pastoral allotment or grazing area, give or deliver at the residence of the occupier of the leasehold, or, if there be no occupier, then

shall post in some conspicuous place on such leasehold a notice of his intention to drive such cattle or sheep; and all cattle or sheep travelled through a pastoral allotment or grazing area shall be driven in accordance with the provisions of these Regulations, and without any delay, and with proper reasonable speed.

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

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

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

16. Any person desirous of moving His Majesty, his heirs and successors, to resume for mining purposes any of the land comprised in any lease of a pastoral allotment or of a grazing area, shall do so by addressing the Minister in the form or to the effect contained in Schedule 65 hereto.

17. Such resumption may be enforced under the 10th sub-section of section 27 or the 11th sub-section of section 44 of the *Land Act 1901*.

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

19. Such statement shall be in duplicate.

20. On the receipt of such application, plan, and duplicate statement the Minister may, if in his opinion a *prima facie* case for resumption is made out, require the lessee, as also his registered mortgagee or mortgagees (if any), to show cause before him, on a day to be fixed by him, why, on payment to him of the full value of all the matters and things enumerated in sub-section 11 of section 44, *Land Act 1901*, His Majesty, his heirs, and successors should not resume possession of and re-enter upon the lands applied for, or such part as the Minister may approve.

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

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

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

24. On receipt of such counter statement of the lessee and mortgagee the Minister may, if he be of opinion that such counter statement is a sufficient answer to such application, inform both parties of such his opinion and determination, and may, should he so think fit, out of the money deposited with him by the applicant, award all reasonable costs to the lessee or mortgagee, or both, and pay the balance (if any) to the applicant.

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

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

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

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

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

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

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

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

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

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

#### POSTPONEMENT OF ARREARS OF RENT.

35. Any lessee under section 44 or 49 of the *Land Act* 1890, or the corresponding sections of any repealed Act, whose lease was in force on the 1st July, 1899, may apply within three years therefrom in the form prescribed in Schedule 66 hereto for postponement of payment of rents due on the date specified, and any extension granted shall be indorsed on the lease in the form prescribed in Schedule 67 hereto.

#### TRANSFER OR MORTGAGE OF LEASEHOLDS.

36. Every application for consent of Board of Land and Works to transfer, sublet, or mortgage a pastoral allotment leasehold or a grazing area leasehold or a perpetual leasehold under the *Land Act* 1898 or the *Land Act* 1901 shall be made in the form prescribed in Schedule 69 hereto.

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

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

#### Chapter XI.—Commons.

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

2. In all cases in which a common shall be situate partly within a municipality, or partly within two or more municipalities,

the council of the municipality within the boundaries of which the largest extent of such common shall be included shall, except as hereinafter provided, be the managers thereof.

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

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

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

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

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

Unless otherwise ordered by the Governor in Council the managers of a common shall hold office for a term of three (3) years from the date of their appointment.

8. Every application for the proclamation of a common under the *Land Act* 1901 shall be made in the form prescribed in Schedule 70 hereto.

9. Every application for extension of an existing common shall be made in the form prescribed in Schedule 71 hereto.

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

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

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

13. The money derived from the fees received for the registration of cattle on a common may, after paying for the services of the herdsman, be expended by the managers of such common in the publication of the regulations for its management, the

purchase of account books, stationery, branding irons and tar, and in the eradication of thistles, Bathurst burr, wild briar, and gorse, and in the destruction of vermin on the common. The surplus over such expenditure may be applied with the concurrence of the Board, under its seal, to the formation of dams for storage of water on the common, the improvement of natural water-holes, the construction and repair of stockyards, the improvement of such approaches to the common as are not proclaimed roads or streets, and to any other purpose which the Board may consider desirable.

14. The managers of every common shall keep books in the forms prescribed in Schedule 72 hereto, in which books shall be recorded the description and brands of the cattle depastured on the common, the money received as commonage fees, the payments made from the fund derived therefrom, the dates of such payments, and the authority for making them; and the managers shall give, in the form prescribed in said Schedule, printed receipts consecutively numbered, the butts of which receipts shall be retained for inspection.

15. The managers of every common shall, within one month after the termination of each year, publish in a newspaper circulating in the district wherein the common is situated a certified account of their receipts and expenditure for the year, in the form prescribed in Schedule 73 hereto, and forward copy thereof to the Board.

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

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

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

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

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

SCHEDULE 1.—(CHAP. IV., PART 1.)

TRANSFER OF INTEREST IN LAND.

Insert transferor's I, \_\_\_\_\_, being the purchaser  
name and residence, of allotment \_\_\_\_\_ section containing  
profession, trade, or \_\_\_\_\_ acres \_\_\_\_\_ roods and \_\_\_\_\_ perches of land  
occupation, \_\_\_\_\_  
Strike out the words in the township of \_\_\_\_\_ parish of \_\_\_\_\_  
"township of" if inap- county of \_\_\_\_\_ sold as lot \_\_\_\_\_ at the sale of  
plicable. Crown Lands held at \_\_\_\_\_ on \_\_\_\_\_, 189\_\_\_\_  
and on which the full amount of purchase money has not  
yet been paid, in consideration of the sum of \_\_\_\_\_  
Insert transferee's \_\_\_\_\_ do hereby transfer  
name and residence, \_\_\_\_\_ my interest in the said land to  
profession, trade, or \_\_\_\_\_ and I hereby request His Excellency the Governor in  
occupation. \_\_\_\_\_ Council to register this transfer.  
Dated this \_\_\_\_\_ day of \_\_\_\_\_ One thousand  
\_\_\_\_\_ eight hundred and ninety-  
Transferor's name. Signed by the said \_\_\_\_\_ }  
(See note.) in the presence of \_\_\_\_\_ }  
Insert name of trans- And I the said \_\_\_\_\_ do hereby accept the  
ferree. above transfer, and undertake to pay the residue of pur-  
\_\_\_\_\_ chase money and fees in the manner prescribed by the  
\_\_\_\_\_ conditions under which the above land was sold by the  
\_\_\_\_\_ Crown, and further agree to abide and be bound by all  
\_\_\_\_\_ the conditions of sale in the same manner as was the  
\_\_\_\_\_ original purchaser from the Crown.  
Transferee's name Signed by the said \_\_\_\_\_ }  
(See note.) in the presence of \_\_\_\_\_ }

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



in, any British Possession, or the British Consular Officer at any foreign place. If the witness, whether within or without the limits of Victoria, be any other person, the following form to be used in addition:—

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

The fee for registration of a transfer is Ten shillings. If two or more lots be included in one transfer, a separate fee of Ten shillings must be paid for each and every lot.

Duty stamps under the *Stamps Act 1890* must, when necessary, be affixed to the transfer and cancelled.

No transfer can be registered if any of the instalments of purchase money be overdue.

When a transfer has been properly filled in, executed, and attested, and duty stamps to proper value have been affixed and cancelled, it should be lodged at, or posted to, the Crown Lands Office, Melbourne, addressed to the Secretary for Lands, with the necessary fee for registration.

SCHEDULE 2.—(CHAP. II., PART 2.)

APPLICATION FOR A RIGHT TO A LEASE FOR A PASTORAL ALLOTMENT, UNDER THE LAND ACT 1901.

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

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

Signature—  
Occupation—  
Postal address—

I, \_\_\_\_\_ of \_\_\_\_\_ do hereby declare that I am of the full age of eighteen years; that I am not the lessee of a pastoral allotment. And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of an Act of the Parliament of Victoria, rendering persons making a false declaration punishable for wilful and corrupt perjury.

Signature—

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

SCHEDULE 3.—(CHAP. II., PART 2.)

CONDITIONS OF SALE OF THE RIGHT TO LEASE PASTORAL ALLOTMENTS.

- The right to lease pastoral allotments shall be offered for sale at the annual rents respectively stated and annexed to the description thereof, and the bidder of the highest sum by way of premium shall be declared the purchaser, provided he shall immediately pay down such sums and sign the description hereunto annexed, of the pastoral allotment of the right to lease of which he shall have become the purchaser; and, in default of such payment being immediately made, the pastoral allotment shall again be forthwith put up to auction.
- The annual rents shall be due and payable by the purchasers, in advance, in two half-yearly moieties, on the 1st January and 1st July in every year, till the termination of the period of lease.
- Immediately after the biddings on each pastoral allotment are concluded, and before another allotment is put up, the name of the purchaser shall be entered, by the officer conducting the sale, in the list of the descriptions of the pastoral allotments annexed to these conditions. If, previous to such entry, any question or dispute shall arise between the seller and bidder, or amongst the bidders themselves, the allotment in question shall be put up for sale again. Subsequent to such entry no dispute whatever shall be admitted, nor shall any alteration of names or transfer from the actual purchaser be allowed.
- The purchasers of the occupation of these pastoral allotments shall be entitled to receive leases in the prescribed form, and subject to such other conditions as may be lawfully imposed.
- If the officer acting on behalf of the Government shall find reason to believe that any pastoral allotment will not obtain its just value, or if he shall otherwise think fit to withdraw the same from sale, he shall have full power to do so at any time previous to its actually being sold.

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

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

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

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

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

SCHEDULE 4.—(CHAP. II., PART 2.)

APPLICATION BY PASTORAL LESSEE TO SELECT A HOMESTEAD UNDER THE LAND ACT 1901.

Being the lessee of pastoral allotment No. \_\_\_\_\_, parish } of }  
 \_\_\_\_\_, county }

and having complied with all the conditions and covenants of my lease, I hereby apply to select as a homestead the undermentioned portion of the said pastoral allotment, not exceeding *two hundred acres of first-class land, three hundred and twenty acres second-class land, six hundred and forty acres third-class land, or nine hundred and sixty acres of fourth-class land*, and described hereunder.

And I declare that I have not previously selected a homestead out of a pastoral allotment.

*Description of Land applied for:*

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

Signature—

Occupation—

Postal address—

SCHEDULE 5.—(CHAP. III., PART 2.)

STATEMENT UNDER SECTION 157 OF THE "LAND ACT 1901,"

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

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

Questions.	Answers.
What is your occupation and present address? ...	
Are you over the age of eighteen years? ...	
Are you married or single? ...	
If married, state number of family? ...	
How many are depending on you? ...	
Have you ever selected before? ...	
If so, when? ...	
How many acres? ...	
Under what section and Land Act? ...	
In what locality, and how far from the land now applied for? ...	
Do you still hold the land? ...	
If not, how have you disposed of it, and why? ...	
Have you any freehold land? ...	
If so, state area and locality in which it is situated? ...	
In what way have you made use of the land (if any) now in your possession? ...	
Do the answers to the foregoing questions include all transactions you ever had with Crown lands in this State; if not give full particulars of such transactions? ...	
Are you prepared* to reside on the land now applied for, and to comply with all the conditions of the Land Acts with regard thereto? ...	
Did you mark out the land personally? ...	
Do you require a "permit" giving you immediate possession? ...	
State generally what you propose to do with the land, and what means you have to carry out the provisions of the Land Act 1901? ...	

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

January 14, 1902.

I, the undersigned, being an applicant under section \_\_\_\_\_ of the *Land Act* 1901 for a Licence for \_\_\_\_\_ acres of land situate in the parish of \_\_\_\_\_ in view of the provisions of section 157 of the *Land Act* 1901, do hereby state that the answers given to the above questions are true and correct in every particular.

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

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

Address—

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

SCHEDULE 6—(CHAP. IV., PART 2.)

APPLICATION FOR A LEASE OF A GRAZING AREA UNDER THE LAND ACT 1901.

\* Here state I,\*  
name in full hereby apply for a lease under the *Land Act* 1901 of the grazing and occupation area described hereunder:

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

Signature—  
Occupation—  
Postal address—

Declaration.

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

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

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 State of Victoria, this \_\_\_\_\_ day of \_\_\_\_\_ before me,  
Justice of the Peace in and for the  
Bailiwick of the State 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  
Balliwick of the State of Victoria, or  
Commissioner for taking Declarations and Affidavits.

SCHEDULE 7.—(CHAP. IV. AND V., PART 2.)

APPROVAL OF EXPENDITURE ON CERTAIN IMPROVEMENTS IN LIEU OF FENCING.

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

Substantial and permanent improvements.

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

President.  
Member.

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

SCHEDULE 8.—(CHAP. IV. AND V., PART 2.)

ACCEPTANCE OF CERTAIN IMPROVEMENTS AS A COMPLIANCE WITH FENCING COVENANT OF LICENCE OR LEASE.

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

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

President.  
Member.

SCHEDULE 9.—(CHAP. IV., PART 2.)

APPLICATION TO SURRENDER WHOLE OR PART OF GRAZING AREA.

A. R. P.

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

Parish—  
Allotment—  
Section—

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

Signature—  
Postal address—

SCHEDULE 10.—(CHAP. IV., PART 2.)

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

A. R. P.

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

Parish—  
Allotment—  
Section—

Signature—  
Postal address—

\* Insert name in full.

Declaration.

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

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

Signature—

Declared before me, at \_\_\_\_\_ in the State aforesaid, this \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord One thousand \_\_\_\_\_

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

[SCHEDULE 11.—(CHAP. II. AND IV., PART 2.)

SURRENDER OF LEASE.

This indenture, made the \_\_\_\_\_ day of \_\_\_\_\_ of the one part and between the within named \_\_\_\_\_ of the other part, witnesseth that for divers good causes and considerations him therunto moving the said \_\_\_\_\_ doth by these presents absolutely surrender unto His Majesty, his heirs and successors, all and singular the lands and hereditaments mentioned and described in the within presents to hold the said lands and hereditaments unto His Majesty, his heirs and successors, as of his and their first and former estate, and freed and absolutely discharged and exonerated from the within lease, and every clause, condition, covenant, and agreement therein contained. In witness whereof the said \_\_\_\_\_ hath hereunto subscribed and affixed his name and seal the day and year first above written. Signed, sealed, and delivered by the said \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ in the presence of \_\_\_\_\_

SCHEDULE 12.—(CHAP. IV., PART 2.)

STATEMENT OF LESSEE OF A GRAZING AREA UNDER THE LAND ACT 1898 OR 1901 OR AS TO THE PERFORMANCE OF THE COVENANTS OF HIS LEASE.

Extent of land—  
A. R. P.

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

Signature—  
Occupation—  
Postal address—

Declaration by Lessee.

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

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

Declaration by Lessee—continued.

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

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

Signature—

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

SCHEDULE 13.—(CHAP. V., PART 2.)

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

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

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

Date of Licence  
189

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

State whether you require the residence licence under varied conditions.

Signature—

Occupation—

Postal address—

Declaration.

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

Questions:	Statements in Reply.
1. Do you hold the allotment <i>bona fide</i> for your sole use and benefit?	
2. Have you resided on or within 5 miles of the allotment specified above; and, if so, for what period since date of licence?	
3. State generally nature and value of improvements effected on the allotment.	

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

Signature—

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

SCHEDULE 14.—(CHAP. V., PART 2.)

APPLICATION TO ABANDON PART OF AGRICULTURAL OR GRAZING ALLOTMENT.

I hereby apply to surrender my licence or lease of allotment of section \_\_\_\_\_, parish of \_\_\_\_\_, as I desire to abandon the part which is indicated on the accompanying sketch.  
The written approval of the licence or mortgage is transmitted herewith.

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

SCHEDULE 15.—(CHAP. V. AND VI., PART 2.)

APPLICATION FOR AN AGRICULTURAL ALLOTMENT OR A GRAZING ALLOTMENT.

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

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

Signature—  
Occupation—  
Postal address—

Declaration.

I, \_\_\_\_\_ of \_\_\_\_\_, hereby declare *†* that I have selected under this and previous Land Acts \_\_\_\_\_ acres; that no selection made by me under this or any previous Land Act or Acts has been forfeited or cancelled for the wilful evasion of the provisions of any such Land Act or Acts; and that the area I now desire to obtain would not, if added to the area already selected by me or taken up as a pre-emptive right under this or any previous Land Act or Acts, exceed \_\_\_\_\_ acres *first* of *second* class land; that I am not under eighteen years of *third* *fourth* age. And that with respect to this application I am not an agent, or a servant of, or a trustee for any other person; that I have not entered into nor promised to enter into any agreement to admit any other person to acquire by purchase or otherwise the allotment in respect of which this application is made, or any part thereof, or my interest therein, or the usufruct thereof; that I intend to occupy the allotment for my own use and benefit solely; and that the statements made by me in reply to the questions hereto subjoined are true and correct in every particular.

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

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

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

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

SCHEDULE 16.—(CHAP. V., PART 2.)

FORM OF NOTICE OF INTENTION TO BE ABSENT FROM SELECTION.

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

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

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

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

SCHEDULE 17.—(CHAP. V., PART 2.)

REGISTER OF NOTICES OF ABSENCE FROM SELECTIONS.

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

SCHEDULE 18.—(CHAP. V., PART 2.)

APPLICATION FOR CONSENT TO SUBSTITUTED OCCUPATION.

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

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

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

Signature—  
 Postal address—

\* Insert name in full.

SCHEDULE 19.—(CHAP. V., PART 2.)

CONSENT TO OCCUPATION BY MEMBER OF FAMILY.

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

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

President.  
 Member.

SCHEDULE 20.—(CHAP. V., PART 2.)

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

Extent of land— I, \_\_\_\_\_ of \_\_\_\_\_, being the holder of a non-residence licence to occupy the land specified in the margin declare as follow :—

A. R. P. : : :  
 Parish—  
 Allotment—  
 Section—  
 Date of licence—

1. That I have paid all fees due on the said licence.  
 2. That I have not at any time assigned or sublet the said allotment or any part thereof, or transferred my interest or any part of my interest therein.  
 3. That before the end of the \_\_\_\_\_ year from the commencement of the said licence I made upon the said allotment permanent and substantial improvements of the value of \_\_\_\_\_ for every acre and fractional part of an acre contained therein.  
 4. That I now apply for a certificate in conformity with the provisions of the Land Acts, and not in violation of any of them.  
 5. That the statements made and the answers given by me in reply to the questions hereto are true and correct in every particular.

\* Insert year.



Fencing.

Description thereof.	No. of Chains.	Cost per Chain.	Total Cost.
			£ s. d.
Have you arranged with occupiers of adjoining lands for payment of any portion of the dividing fences?			
Is this land enclosed?			
<i>Buildings.</i>			
Description	Dimensions.	Materials.	
<i>Water Storage.</i>			
Description.	Dimensions, &c.		
Dam ... ..			
Tank ... ..			
Well ... ..			
<i>All other Improvements.</i>			
Particulars of Nature and Cost.			
Total Cost of Improvements ... ..			£

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 State of Victoria, this \_\_\_\_\_ day of \_\_\_\_\_, before me

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

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

SCHEDULE 21.—(CHAP. V., PART 2.)

CERTIFICATE OF IMPROVEMENTS. No. of Certificate. \_\_\_\_\_  
*Non-residence Licence.*

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 and fractional part of an acre contained in allotment of section \_\_\_\_\_ in the parish of \_\_\_\_\_ comprising \_\_\_\_\_ acres \_\_\_\_\_ rods \_\_\_\_\_ perches held under a non-residence licence by \_\_\_\_\_ since \_\_\_\_\_ have been made on the said allotment before the end of the \_\_\_\_\_ year of the currency thereof, of the value of \_\_\_\_\_

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

President.  
Member.

SCHEDULE 22.—(CHAP. V., PART 2.)

APPLICATION BY LICENSEE FOR CONVERSION

Extent of land—  
A. R. P.  
Parish—  
Allotment—  
Section—  
Date of licence—

Being the holder of a licence under the *Land Act* to occupy as an agricultural or a grazing allotment the land specified in the margin hereof, I hereby request that my present licence may be converted into a *non-residence or residence licence.*

Signature—  
Occupation—  
Postal address—

DECLARATION BY LICENSEE.

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

1. That I have paid all fees due on the said licence.
2. That I have not at any time assigned or sublet the said allotment or any part thereof, or transferred my interest therein in whole or in part.
3. That I have complied with all the other conditions of the said licence.
4. That I make this application in conformity with the provisions of the Land Acts, and not in violation of any of them.
5. That the statements made and the answers given by me in reply to the questions hereto are true and correct in every particular.

Fencing.

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

Buildings.

Description.	Dimensions.	Materials.

Water Storage.

Description.	Dimensions.
Dam ... ..	
Tank ... ..	
Well ... ..	

All other Improvements.

Particulars of Nature and Cost.


Total cost of Improvements ... .. £

How long have you resided on this land or within }  
5 miles thereof during the currency of licence? ... }  
If the condition of residence has not been complied }  
with, state the reason ... .. }  
If the land is not enclosed, state the reason ...

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

Signature—

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

SCHEDULE 23.—(CHAP. V., PART 2.)

APPLICATION TO PURCHASE SITE FOR VINEYARD, HOP-GARDEN, OR ORCHARD.

Being the <sup>lessee</sup> licensee of an agricultural or a grazing allotment under the Land Act and having established and cultivated a \*vineyard, hop-garden, orchard, embracing acres within the boundaries of the said allotment, I hereby apply for a Crown grant for the land so cultivated as a \*vineyard, hop-garden, orchard, and not exceeding 20 acres; and, upon approval of this application, I am prepared to pay the difference between the amount of rent actually paid and the entire sum payable in respect of the said 20 acres.

The particulars of cultivation, &c., are set forth hereunder.

Dated this day of  
Signature—  
Postal address—

\* Here strike out the words not required.

*Particulars of Cultivation.*

Number of Acres cultivated.		Cost per Acre.	Nature of Crop.	Yield per Acre.	Cost.
Vineyard.					£ s d.
Hop-garden.					
Orchard.					
<i>All other Improvements.</i>					
Description.					
Total Cost .. .. . £					

SCHEDULE 24.—(CHAP. V., PART 2.)

APPLICATION TO REGISTER A LICENCE LIEN.

Parish—  
 Extent of land— Being the holder of a licence No. , under section of the *Land Act* to occupy the land specified in the margin hereof, having held such licence for a period of two years, and having effected improvements to the value of £ , as set forth in the subjoined declaration, I hereby apply to register a "licence lien" on the said improvements in favour of of for the sum of £

A. R. P.  
 : :  
 Date of licence—

Signature—  
 Occupation—  
 Postal address—

DECLARATION BY LICENSEE

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

1. That I have paid being all fees due on the said licence to this date.
2. That I have not at any time assigned or sublet the said allotment or any part thereof, or transferred my interest therein in whole or in part.
3. That I have complied with all the other conditions of the said licence.
4. That I make this application in conformity with the provisions of the *Land Act* 1901, and not in violation of any of them.
5. That the statements made and the answers given by me in reply to the questions hereto are true and correct in every particular.

*Fencing.*

Description thereof.	No. of Chains.	Cost per Chain.	Total Cost.
			£ s d.
Have you arranged with occupiers of adjoining lands for payment of any portion of the dividing fences? ... ..			
Who are the occupiers of the adjoining lands? ... ..			
<i>Cultivation.</i>			
Number of Acres Ploughed and Cultivated.	Cost per Acre.	Nature of Crop.	

*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 ... .. £			

How many rooms does your dwelling-house contain? ...  
 Is it permanently attached to the soil of this allotment?  
 Have you resided here continuously? ... ..  
 Have you any other place of abode? If so, where? ...  
 If the condition of residence has not been complied with, }  
 state the reason ... .. }  
 If the land is not enclosed, state the reason ... ..

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

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

† The magistrate's signature is only required here in cases where the applicant is a married man, 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 State of Victoria, or Commissioner for taking Declarations and Affidavits.

**SCHEDULE 25.—(CHAP. V., PART 2.)**

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

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

**SCHEDULE 26.—(CHAP. V., PART 2.)**

**LICENCE LIEN.**

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

**SCHEDULE 27.—(CHAP. V., PART 2.)**

I, \_\_\_\_\_ of \_\_\_\_\_ being registered as the holder of a licence lien for the sum of \_\_\_\_\_ pounds on the improvements made on the licensed holding of \_\_\_\_\_ being \_\_\_\_\_ acres \_\_\_\_\_ roods \_\_\_\_\_ perches in the parish of \_\_\_\_\_ hereby notify that the said licence lien has been discharged and desire that the registration may be cancelled. Dated this \_\_\_\_\_ day of \_\_\_\_\_ Signature— \_\_\_\_\_ Occupation— \_\_\_\_\_ Postal address— \_\_\_\_\_ Witness to signature— \_\_\_\_\_

SCHEDULE 28.—(CHAP. V., PART 2.)  
ENCOMBRANCES.

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

SCHEDULE 29.—(CHAP. V., PART 2.)

APPLICATION TO REGISTER TRANSFER OF LICENCE LIEN.

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

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

Signature—  
Postal address—

Witness—

ACCEPTANCE OF TRANSFER OF LICENCE LIEN BY PROPOSED TRANSFEREE.  
I, \_\_\_\_\_ of \_\_\_\_\_ hereby accept the transfer of the above-mentioned licence lien, subject to approval of application to register the same.

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

Signature—  
Postal address—

Witness—

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

SCHEDULE 30.—(CHAP. V., PART 2.)

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

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

Signature—  
Postal address—

Witness—

SCHEDULE 31.—(CHAP. V., PART 2.)

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

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

Secretary for Lands.

SCHEDULE 32.—(CHAP. V., PART 2.)

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

Extent of Land—  
A. R. P. \_\_\_\_\_ Being the holder of a licence to occupy as an agricultural or a grazing allotment the land specified in the margin hereof, and having occupied the said land for a period of at least \_\_\_\_\_ years, and having complied with the condition of such licence, I hereby apply for a \* Lease Grant of the said land, and for the certificate of the Board of Land and Works for the improvements thereon; and I send herewith, in support of such application, my declaration that I now make the said application in conformity with and not in violation of any of the provisions of the Land Act 1901.

Parish—

Allotment—

Section—

Date of Licence—

Signature—  
Occupation—  
Postal address—

DECLARATION BY LICENSEE.

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

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

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

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

Fencing :—	Description thereof.	No of Chains.	Cost per Chain.	Total Cost.
				£ s. d.
	Have you arranged with occupiers of adjoining lands for payment of any portion of the dividing fences? ...			
	Who are the occupiers of the adjoining lands? ...			
Buildings :—	Description.	Dimensions.	Materials.	Total Cost.
Water storage :—	Description.	Dimensions, &c.	Total Cost.	
	Dam ... ..		£ s. d.	
	Tank ... ..			
	Well ... ..			
All other improvements :	Particulars of Nature and Cost.			
	Total Cost of Improvements ... .. £			
How many rooms does your dwelling-house contain? ... ..				
Is it permanently attached to the soil of this allotment?				
How long have you resided on or within five miles of the land during the currency of licence? ... ..				
Have you any other place of abode? If so, have you resided there during the currency of licence, and where and what distance is it from the land the subject of this application? ...				
Have you assigned this selection for the benefit of your creditors, or have you become insolvent since the date of your licence for the land referred to herein? ... ..				
If the land is not enclosed, state the reason ... ..				

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

Signature—

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

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

SCHEDULE 33.—(CHAP. V., PART 2.)

CERTIFICATE OF IMPROVEMENTS. No. of Certificate.

Office of the Board of Land and Works, Melbourne.

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

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

President.  
Member.

SCHEDULE 34.—(CHAP. V., PART 2.)

APPLICATION FOR SURRENDER OF LEASE AND FOR CLASSIFICATION OF AGRICULTURAL ALLOTMENT.

Parish—  
 Allotment— I hereby apply for permission to surrender to His Majesty  
 Section— the King my lease in respect of the agricultural allotment  
 AREA. specified in the margin hereof, and to have the allotment  
 A. R. P. classified.

Date of lease,  
 State whether you require the lease under varied conditions.

Signature—  
 Occupation—  
 Address—

Declaration.

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

Questions.	Statements in Reply.
1. Is the lease mortgaged?	
2. If so, to whom?	
3. Have you obtained the mortgagee's consent to this application?	

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

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

SCHEDULE 35.—(CHAP. V., PART 2.)

ORDER TO OBTAIN A CROWN GRANT.

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

Given under my hand this day of  
 Witness to signature— Signature—  
 Justice of the Peace Postal address—  
 Commissioner for taking Declarations and Affidavits. Bailiwick, or a

SCHEDULE 36.—(CHAP. V., PART 2.)

REGISTER OF APPROVED ORDERS FOR DELIVERY OF CROWN GRANTS.

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

SCHEDULE 37.—(CHAP. V., PART 2.)

APPLICATION FOR PERPETUAL LEASE IN LIEU OF Lease or Licence.

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

Signature—  
 Occupation—  
 Postal address—

Declaration.

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

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

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

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

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

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

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

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

SCHEDULE 39.—(CHAP. VI., PART 2.)

APPLICATION FOR A LICENCE UNDER THE 103RD SECTION OF THE LAND ACT 1901.

In pursuance of the Land Act 1901, I, the undersigned, being of the full age of eighteen years, do hereby apply for a licence under the 103rd section thereof to occupy the land marked out by me on the \_\_\_\_\_ day of \_\_\_\_\_ and specified hereunder.

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

If owner of land in fee simple, state extent ...  
Have you at any time held a licence under section 65 of the Land Act 1890, or Section 103 of Land Act 1901? ...  
If now or previously the holder of any licence under the Land Acts, state particulars ...  
Dated this \_\_\_\_\_ day of \_\_\_\_\_

Signature in full—  
Occupation—  
Postal address—

NOTE.—This application will not be received by the Land Officer unless accompanied by a "Certificate of Registration," which can be obtained by any Receiver of Revenue on payment of a fee of Five shillings (5s.).

SCHEDULE 40.—(CHAP. VI., PART 2.)

SECTION \_\_\_\_\_, LAND ACT 1901.

This licence has been renewed for a period of twelve months from the \_\_\_\_\_, to the \_\_\_\_\_, vide Govern-

ment Gazette of \_\_\_\_\_, page \_\_\_\_\_  
Crown Lands Office, Melbourne.  
Date \_\_\_\_\_

Officer authorized to grant Renewals.

SCHEDULE 41.—(CHAP. VI., PART 2.)

APPLICATION FOR TRANSFER.

No. of Licence. \_\_\_\_\_  
A. R. P.

Area : : I, the undersigned, being the holder of the licence  
Allot., sec., specified in the margin hereof, hereby apply to transfer  
Parish, such licence to \_\_\_\_\_ of \_\_\_\_\_, and furnish  
Held under sec. of the particulars set forth in the subjoined declaration.  
the Land Act.

Signature—  
Postal address—

DECLARATION BY TRANSFEROR.

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

Questions.	Statements in reply.
Date of Licence ... ..	
To what date is rent paid? ...	
Have you resided upon the land; if so, for how long, and where now resident?	
State nature of fencing, and how much of the land has been enclosed.	



## DECLARATION BY TRANSFEROR—continued.

Questions.	Statements in reply.
Have you cultivated any portion of the land; if so, how much?	
State the nature of such cultivation, whether cereal or root crops, or by planting of trees.	
What buildings have been erected upon the land, and by whom are same occupied.	
What is your reason for wishing to transfer this land?	
What is the value of your improvements on the land?	

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

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

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

Signature—  
Occupation—  
Postal address—

## DECLARATION BY TRANSFEREE.

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

Questions.	Statements in reply.
How much land do you hold under licence? Give full particulars, and if any obtained by transfer, state extent and from whom.	
How much land have you selected under the present or previous Land Acts?	
Do you hold a licence under sec. 49 <i>Land Act 1869</i> , or sec. 65 <i>Land Act 1890</i> , or sec. 103 <i>Land Act 1901</i> ; if so, state particulars.	
If a female, state whether you are married or single	

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

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

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SCHEDULE 42.—(CHAP. VI., PART 2.)

LICENCE LIEN FOR AURIFEROUS LANDS, SECTION 103, LAND ACT 1901.

Being desirous to obtain a loan of £ upon the security of my licence, held under section 103 of the Land Act 1901, No. , representing acres of roads perches, in the parish of , which of has agreed to advance me, to be repaid by me with interest on or before the day of I beg to request your sanction to the arrangement, and to intimate that I have deposited the said licence with the said as security therefor; and I hereby transfer, and authorize you to transfer, the said licence and all my right, title, and interest thereunder to the said h heirs, administrators, or assigns at any time after the day of provided that he or they are eligible to hold a licence under the said section.

Dated this day of

Signature—  
Postal address—

Witness to the signature of—

SCHEDULE 43.—(CHAP. VI., PART 2.)

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

Secretary for Lands

SCHEDULE 44.—(CHAP. VI., PART 2.)

APPLICATION FOR APPRAISEMENT OF LAND OCCUPIED UNDER SECTION 103, LAND ACT 1901.

A. B. P.

Parish— As I have paid in rents what I deem to be the value of the land specified in the margin and licensed to me under section 103 of the Land Act 1901, I hereby apply to have the value of such land appraised by the Board of Land and Works.

Allotment—

Section—

Dated this day of

Signature—  
Postal address—

SCHEDULE 45.—(CHAP. VI., PART 2.)

APPLICATION FOR A LICENCE TO OCCUPY WORKED-OUT AURIFEROUS LAND UNDER SECTION 106 OF THE LAND ACT 1901.

In pursuance of the Land Act 1901, I, of , being of the full age of eighteen years, do hereby apply for a licence under the 106th section thereof to occupy acres of worked-out auriferous land, marked out by me on the day of , and specified hereunder.

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

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

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

NOTE.—No application will be received by the Land Officer unless accompanied by a "Certificate of Registration," which can be obtained from any Receiver of Revenue on payment of a fee of Five shillings (5s.).

SCHEDULE 46.—(CHAP. VI., PART 2.)

LICENCE LIEN FOR WORKED-OUT AURIFEROUS LAND, SECTION 106, LAND ACT 1901.

Being desirous to obtain a loan of £ upon the security of my licence held under section 106 of the Land Act 1901, No. , representing acres of roads perches in the parish of , which of has agreed to advance me, to be repaid by me with interest on or before the day of I beg to request your sanction to the arrangement, and to intimate that I have deposited the said licence with the said as security therefor; and I hereby transfer and authorize you to transfer the said licence and all my right, title, and interest thereunder to the said h heirs, administrators, or assigns at any time after the day of , provided that he or they be eligible to hold a licence under the said section.

Dated this day of

Signature—  
Postal address.

Witness to signature of—

SCHEDULE 47.—(CHAP. VI., PART 2.)

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

SCHEDULE 48.—(CHAP. VI., PART 2.)

APPLICATION FOR CROWN GRANT.—SECTION 106, *Land Act 1901.*

Extent of Land: Having complied with the conditions and covenants of my licence under Section 106 of the *Land Act 1901* in respect of the Crown lands specified in the margin hereof and having been in possession of the said land for a period of at least seven (7) years, I hereby apply for the Crown grant thereof and for the required certificate of the Board of Land and Works.

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

Signature—  
Occupation—  
Postal Address—

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

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

What is the quality of the land, and the area, fit for growing cereal or root crops?

If not fit for such purpose—  
Is it heavily timbered? ...  
Stony? ...  
Swampy? ...  
Rangy, or otherwise unfit for cultivation? ...

For what purposes is the land used or occupied? ...

When did you commence residing upon the allotment, and have you resided thereon continuously? ...  
not, state reason ...

January 14, 1902.

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

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

SCHEDULE 49.—(CHAP. VI., PART 2.)

No. of Certificate.

CERTIFICATE UNDER SECTION 106 OF THE LAND ACT 1901.

Office of the Board of Land and Works, Melbourne.

This is to certify that the licensee under section 106 of the Land Act 1901, of allotment of section \_\_\_\_\_ in the parish of \_\_\_\_\_ comprising \_\_\_\_\_ acres \_\_\_\_\_ roods \_\_\_\_\_ perches, has proved to the satisfaction of the Board that he has been in possession of the said allotment for a period of seven (7) years, and has complied with all the conditions and covenants of the said licence.

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

SCHEDULE 50.—(CHAP. VI., PART 2.)

APPLICATION UNDER SECTION 105 OF THE LAND ACT 1901 FOR A GRAZING LICENCE TO OCCUPY AURIFEROUS LAND.

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

County.	Parish.	Description and Extent of Land.

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

Signature—  
Occupation—  
Postal address—

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

SCHEDULE 51.—(CHAP. VI., PART 2.)

GRAZING LICENCE (SEC. 105) AURIFEROUS LANDS.—APPLICATION TO TRANSFER.

Area. A. R. P. Being the holder of a grazing licence under section 105, Land Act 1901, to occupy the auriferous lands specified in the margin, I hereby apply to transfer such licence to \_\_\_\_\_ of \_\_\_\_\_

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

Signature—  
Postal address—  
State here particulars of any other licences under section 67 Land Act 1890 or section 105 Land Act 1901, held by the proposed transferee.

NOTE.—A person is not entitled to hold more than 1,000 acres under section 67, Land Act 1890, and section 105, Land Act 1901. The fee for registration of transfer is £1.

SCHEDULE 52.—(CHAP. VI., PART 2.)  
APPLICATION FOR PERMISSION TO FENCE.

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

I hereby apply for permission to fence the whole or part indicated on the enclosed sketch of the land specified in the margin hereof and held by me under section 105 of the *Land Act 1901*.

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

SCHEDULE 53.—(CHAP. VI., PART 2.)  
PERMISSION TO FENCE.

Office of the Board of Land and Works,  
Melbourne,

The Minister of Mines having consented to the enclosure of the land in the parish of \_\_\_\_\_ held by \_\_\_\_\_ under section 105 of the *Land Act 1901*, the Board of Land and Works doth hereby permit the said \_\_\_\_\_ to erect a fence round the whole or part of the said land described hereunder.

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

SCHEDULE 54.—(CHAP. VII., PART 2.)

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

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

Situation and Area of Land applied for.	Description of the Land applied for, if previously unsurveyed, or forming part only of a surveyed allotment.	Report by Land Officer.
County— Parish— Allotment— Section— acres. roods. perches. Extent—		Date and hour of receipt of application } 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 am not under eighteen years of age; and that with respect to this application I am not an agent, or a servant of, or a trustee for, any other person; that I have not entered into nor promised to enter into any agreement to permit any other person to acquire by purchase or otherwise the land in respect of which this application is made, or any part thereof, or my interest therein, or the usufruct thereof; and that the statements made by me in reply to the questions hereto subjoined are true and correct in every particular.

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

January 14, 1902.

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

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

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

SCHEDULE 55.—(CHAP. VIII. AND IX., PART 2.)

I, \_\_\_\_\_ of \_\_\_\_\_ hereby apply for a licence or lease under the Land  
 Act 1901, to occupy the land hereunder described for the purpose of  
 Dated this \_\_\_\_\_ day of \_\_\_\_\_

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

Signature—  
 Occupation—  
 Postal address—

SCHEDULE 56.—(CHAP. IX., PART 2.)

SECTION 145.—MISCELLANEOUS LICENCES.

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

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

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

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

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

Purpose of Licence.	Fee to be paid.	Right to be conferred by Licence.
For sites for toll or punt houses	Not less than £10 per annum, payable quarterly in advance	To enter upon Crown lands not exceeding three acres in extent in a position approved by the Minister.
For fishermen's residences	£2 per annum if the site be within seven miles of the General Post Office, Melbourne; £1, per annum, if the site be beyond that distance, and within a town, village, or borough; 10s. if the site be from seven miles to thirty miles from Melbourne, and not in a town, village, or borough; and 5s. if the site be more than thirty miles from Melbourne, and not in a town, village or borough	To enter upon unreserved Crown lands not exceeding in extent twenty perches in a position approved by the Minister.
For residence purposes in the township of Nerrena, in the parish of Ballarat	Five shillings (5s.) per annum. Fee for preparation of the licence, One shilling (1s.).	To enter upon Crown lands not exceeding one acre in extent in a position approved by the Minister
Ditto, in the township of Kaleno, in the parish of Commercialagip	2s. 6d. per annum	<i>Bona fide miners only.</i>
For licences to protect present reserves	To be fixed by the Minister	To protect the public reserve for the purposes for which it may be reserved, and consistently with the preservation of the public rights thereupon to make such use of it as may be described in the licence.
For a garden ...	Ditto ...	To occupy Crown lands not exceeding in area three acres, for gardening purposes only.
For collecting ballast	£12 per annum, payable quarterly in advance	To enter upon Crown lands not exceeding in extent one rood in a position approved by the Minister.
For any other purpose not included in above.	To be fixed by the Minister	For such purpose and at such place as shall be approved by the Minister, and inserted in licence.

SCHEDULE 57:—(CHAP. IX., PART 2.)

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

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



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

Purpose of Licence.	Fee to be paid.	Right to be conferred by Licence.
For removal of sand from unappropriated Crown lands within Sandridge Band	1s. per load, payable in advance	<ol style="list-style-type: none"> <li>1. Every person wishing to remove sand shall, on entering the sand ground, pay to the caretaker two shillings for each load, and shall, on payment of that charge, receive a "sand permit" for each load.</li> <li>2. The caretaker shall indorse on such "sand permit" the name of the sand-carter by whom the same is to be used, as well as the date and hour of issue.</li> <li>3. Sand shall be removed only between the hours of Seven a.m. and Noon on Saturdays, and between the hours of Seven a.m. and Four p.m. on other working days. No "sand permit" shall be issued later than half-past Eleven on Saturdays, or half-past Three on other days.</li> <li>4. No sand shall be removed for purposes of reclamation or filling up.</li> <li>5. Sand shall be removed only from the area set apart for that purpose.</li> <li>6. Every person loading or moving sand within the sand ground shall produce his permit to any bailiff of Crown lands when called upon so to do.</li> <li>7. Every such person shall, before departure from the sand ground, surrender his "sand permit" to the caretaker or his deputy.</li> <li>8. Any person found loading or moving sand from the sand ground without a "sand permit," or any person found loading or moving sand from Crown lands outside the sand ground with or without a "sand permit," shall be summoned by any Crown lands bailiff or police constable to appear before justices of the peace to answer for such offence.</li> <li>9. The caretaker shall decline to issue a "sand permit" to any person who may be guilty of any breach of these regulations.</li> </ol>
For digging and taking away—		
Sand ...	5s. per week, payable in advance, unless otherwise specified	
Gravel ...	Ditto ...	
Salt ...	Ditto ...	
Loam ...	Ditto ...	
Shells ...	Ditto ...	
Seaweed ...	Ditto ...	
	But if the shells or seaweed be required for purposes of manure on the licensee's own land only, licence fee shall be 1s. per annum	
For a licence to dig and take away shells from within the areas defined on the ground on the Salt Marsh in the parish of Conewarre or within the area defined on the ground on the Water Reserve in the parish of Moolap for the purposes of manure on the licensee's own land only	10s. per quarter, payable in advance, or 5s. per month	
To remove drift sand from the Coast Reserve in the parish of Conewarre for the purposes of manure on the licensee's own land only	5s. per quarter, payable in advance	
	The licence is only to be issued after authority has been obtained from the Department of Lands and Survey, and shall define the position of the site to be used	
		To enter upon such Crown lands as may be allowed by the Minister for this purpose. Such licence available for one person only, using one cart.

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

Purpose of Licence.	Fee to be paid.	Right to be conferred by Licence.
For digging and taking away gravel from Crown lands within the Shire of McIvor or the Shire of Korong	2s. 6d. per week, payable in advance	To enter upon such Crown lands as may be allowed by the Minister for this purpose. Such licence available for one person only, using one cart.
Ditto, from the Gravel Reserve, Wodonga Flats	15s. per week, payable in advance	
Ditto, within the parish of Moora	2s. 6d. per week, payable in advance	
For digging and taking away sand, loam, or gravel from Crown lands within the parish of Ballarat, for use only in connexion with the making of bricks on the licensee's own brick-making site	1s. per week, payable in advance	
For digging and taking away sand or gravel within the city of Sandhurst or shire of Strathfeldsaye	2s. 6d. per week, payable in advance	
For digging and taking away sand, loam, and gravel from Crown lands within the parishes of Beechworth, Irurarong, Ryawatha, Eldorado, Everton, Mudgegonga, Murnungee, Stanley, Tarrawingee, Woolshed, and Wooragee	Ditto .. .. .	
Ditto, borough of Tarnagulla, and the parishes of Echuca North and Wharparilla	Ditto .. .. .	
Ditto, parishes of Heathcote and Rochester, the shire of Marong, or the borough of Eaglehawk	Ditto .. .. .	
For digging and taking away sand within the town of Numurkah	Ditto .. .. .	
For removal of sand from that portion of the Coast Reserve extending from the southeast corner of allotment 5B, section 3, parish of Portland, to the west boundary of allotment 19, section 14, parish of Bolwarra, for the purpose of manure on the licensee's own land only	5s. per quarter, payable in advance	

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

Purpose of Licence.	Fee to be paid.	Right to be conferred by Licence.
For digging and taking away marl from Crown lands at Zeally Bay, in the parish of Puebla, or from allotment A, section 3, parish of Conewarre, known as Germantown Recreation Reserve	5s. per quarter, payable in advance when used only on farm lands in the locality	The licence shall be available for one person only, using one cart.
For any other purpose	To be fixed by the Minister	To be stated in licence.

SCHEDULE 58.—(CHAP. IX., PART 2.)

SECTION 145, *Land Act* 1901.—APPLICATION TO PURCHASE.

Extent of Land.

A. B. P.

Parish—  
Allotment—

Being the holder of a licence under section 145 of the *Land Act* 1901 to occupy the land specified in the margin, as a site for , and having erected buildings or other improvements thereon and having been in possession of the said land for a period of five years and complied with the conditions of such licence, I hereby apply to exercise the exclusive right to purchase the said land at a price to be determined by the Board of Land and Works, and for a certificate specifying the amount of rent to be credited towards the purchase money of such allotment, and I hereby declare that the replies to the questions hereunder are true and correct in every particular.

DECLARATION.

Questions.	Reply.
(1) Has the land been used for the purpose for which the licence issued?	
(2) What are nature and value of the improvements?	
(3) Do you hold or have you held any other licence under section 99 of the <i>Land Act</i> 1890? If so, state particulars.	

Signature in full—  
Occupation—  
Postal address—

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 State of Victoria, this day of before me Justice of the Peace in and for the Bailiwick for the State of Victoria.

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

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

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

SCHEDULE 59.—(CHAP. IX., PART 2.)

APPLICATION FOR RESIDENCE LICENCE WITHIN A STATE FOREST.

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

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

If owner of land in fee simple, state extent—  
Dated this day of

Signature—  
Occupation—  
Postal address—

SCHEDULE 60.—(CHAP. IX., PART 2.)

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

A new licence has been granted to the person and for the land, and subject to the conditions described in the document to which this is affixed,

for one year ending \_\_\_\_\_ and no longer (see *Government Gazette* dated \_\_\_\_\_ page \_\_\_\_\_), and the sum of Ten shillings has been received as fees for the same.

A separate receipt for this amount has also been given.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ Receiver of Revenue.

SCHEDULE 61.—(CHAP. IX., PART 2.)

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

Area. \_\_\_\_\_  
 A. R. P. \_\_\_\_\_  
 : : :  
 : : :  
 Being the holder of a \_\_\_\_\_ licence under section \_\_\_\_\_ to occupy the land specified in the margin, I hereby apply to transfer the same to \_\_\_\_\_ of \_\_\_\_\_

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

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

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

SCHEDULE 62.—(CHAP. X., PART 2.)

APPLICATION TO PURCHASE.—SECTION 18, LAND ACT 1901.

Extent of Land— Having, upon the Crown lands specified in the margin A. R. P. \_\_\_\_\_ hereof, held by me under licence under the 49th section of *The Land Act* 1869, erected buildings or other improvements, and having been in possession of the said Crown lands during a period of at least two years and a half, and having complied with the conditions of such licence, I hereby apply to exercise the exclusive right of purchasing the land on which such buildings or other improvements have been erected, at a price to be determined by the Board of Land and Works, and I hereby apply for the certificate of the said Board, specifying the amount of rent paid by me in respect of the said land during the period I have been in possession thereof.

Parish— \_\_\_\_\_  
 Allotment— \_\_\_\_\_  
 Section— \_\_\_\_\_

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

Declaration.

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

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

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

Particulars, &c.—*continued.*

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

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

Signature—

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

SCHEDULE 63.—(CHAP. X., PART 2.)

APPLICATION TO PURCHASE.—FOREST LANDS.

(Section 192, *Land Act 1901.*)

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

A. : P. :  
 Parish—  
 Allotment or Description—

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

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

Witness—

SCHEDULE 64.—(CHAP. X., PART 2.)

Victoria.

LAND VOUCHER UNDER ACT \_\_\_\_\_, SECTION 2.

Department of Lands and Survey.  
 Melbourne.

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

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

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

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

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

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

LAND VOUCHER UNDER ACT , SECTION 2—continued.

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

TRANSFER.

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

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

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

SCHEDULE 65.—(CHAP. X., PART 2.)

I, \_\_\_\_\_ of \_\_\_\_\_ hereby request that \_\_\_\_\_ acres of land included in a lease of \_\_\_\_\_ of \_\_\_\_\_ parish of \_\_\_\_\_ county of \_\_\_\_\_ granted on the \_\_\_\_\_ day of \_\_\_\_\_ and now held by \_\_\_\_\_ and subject to the following registered encumbrances be resumed by His Majesty:—  
 I desire to occupy the same for mining purposes. I forward herewith the sum of (£10) Ten pounds sterling in accordance with the regulations. I also forward a plan showing the portion of land I desire to have resumed by His Majesty, as also a statutory declaration showing the grounds on which I desire resumption.

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

SCHEDULE 66.—(CHAP. X., PART 2.)

APPLICATION FOR POSTPONEMENT OF ARREARS OF RENT.

Parish— I hereby apply to the Board of Land and Works to postpone until after the \_\_\_\_\_ day of \_\_\_\_\_ the payment of all rent due by me on the 1st day of July, 1899, in respect of the allotment specified in the margin hereof, the lease of which will expire on the date stated above.

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

SCHEDULE 67.—(CHAP. X., PART 2.)

INDORSEMENT OF EXTENSION OF TERM ON LEASE.

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

SCHEDULE 68.—(CHAP. X., PART 2.)

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

County— Being the holder of a { Pastoral Allotment } Lease under the  
 { Grazing Area }  
 { Perpetual }  
 Parish— Land Act 1901 of the land specified in the margin, and having paid all rents and fees due thereon, and otherwise complied with all the covenants and conditions of the said lease, I hereby apply for the consent in writing of the Board of Land and Works to the transfer or mortgage of the said lease to \_\_\_\_\_ of \_\_\_\_\_  
 Area— Signature—  
 Occupation—  
 Postal address—

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

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

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

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

DECLARATION BY PROPOSED TRANSFEREE.

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

Questions.	Statements in Reply.
1. Do you own any land in fee simple? If so, state the number of acres, and situation.	
2. Have you at any time obtained any land under lease or licence or perpetual lease from the Crown? If so— When? ... .. Under what section and Act? ... .. Where situated? ... .. Area? ... .. Do you still hold same? ... ..	
3. Have you obtained a lease of a grazing area under the <i>Land Act 1898</i> or <i>1901</i> by application or transfer? If so— When? ... .. Parish? ... .. Area? ... .. Do you still hold same? ... .. If not, how disposed 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 State of Victoria, this \_\_\_\_\_ day of \_\_\_\_\_ before me \_\_\_\_\_ Justice of the Peace in and for the \_\_\_\_\_ Bailiwick of the State 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 State of Victoria, or Commissioner for taking Declarations and Affidavits.

SCHEDULE 69.—(CHAP. X., PART 2.)



No. of Certificate

The *Land Act 1898*.

CERTIFICATE OF CONSENT OF BOARD OF LAND AND WORKS TO TRANSFER OR MORTGAGE OF A LEASE OF A GRAZING AREA UNDER SECTION 35 OF THE *LAND ACT 1901*.

Office of the Board of Land and Works, Melbourne.

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

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

SCHEDULE 70.—(CHAP. XI., PART 2.)

APPLICATION FOR A COMMON UNDER THE *LAND ACT 1901*.

We, the undersigned, do hereby apply for the proclamation of a common under the *Land Act 1901* as hereunder described.

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

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

SCHEDULE 71.—(CHAP. XI., PART 2.)

APPLICATION FOR EXTENSION OF AN EXISTING COMMON.

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

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

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

SCHEDULE 72.—(CHAP. XI., PART 2.)

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

Name of Common— \_\_\_\_\_  
 Date of issue of licence— \_\_\_\_\_  
 Name— \_\_\_\_\_  
 Large cattle, at ... £ : :  
 Small cattle, at ... £ : :  
 Total ... £ : :  
 Description and brands of cattle. \_\_\_\_\_

Received from \_\_\_\_\_ of \_\_\_\_\_  
 the sum of \_\_\_\_\_ for the grazing on  
 the \_\_\_\_\_ common, until \_\_\_\_\_ next  
 ensuing, of \_\_\_\_\_ large cattle and  
 small cattle, as hereunder described,  
 subject to the regulations for manage-  
 ment of the said common.  
 Date— \_\_\_\_\_  
 Signature— \_\_\_\_\_  
 Description and brands of cattle. \_\_\_\_\_

Dr. FORM OF ACCOUNT BOOK. Cr.

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

SCHEDULE 73.—(CHAP. XI., PART 2.)

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

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

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



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

Date—

Signature—

Office—

Address—

*Memorials of Instruments.*

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

*Memorials of Instruments.*

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

SCHEDULE A<sup>4</sup>.—(CHAP. II., PART 1.)

CROWN GRANT IN FEE.

E.  R.

Entered in the Register Book.

Vol. Fol.

VICTORIA.

Assistant Registrar of Titles.

EDWARD VII., by the Grace of God of the United Kingdom of Great Britain and Ireland King Defender of the Faith, to all to whom these presents shall come, greeting—

WHEREAS in conformity with the laws relating to the sale and occupation of Crown lands in our State of Victoria the person hereinafter named has in consideration of the sum of \_\_\_\_\_ which sum has been duly paid to us become entitled to a grant in fee simple of the surface and down to the depth of \_\_\_\_\_ feet below the surface of the land hereinafter described Now know ye that in consideration of the sum so paid and in pursuance of the *Land Act 1901* we do hereby grant unto \_\_\_\_\_ h heirs and assigns so much and such parts as lie above the depth of \_\_\_\_\_ feet below the surface of All that piece of land in the said State containing

abuttals thereof in the map drawn in the margin of these presents and therein coloured \_\_\_\_\_ delineated with the measurements and to sink wells for water and to the use and enjoyment of any spring or springs of water upon or within the boundaries of the said land for any and for all purposes as though he held the land without limitation as to depth. Excepting however unto us our heirs and successors all gold and silver and auriferous and argentiferous earth or stone and all mines seams lodes and deposits containing gold silver copper tin antimony coal and other metals and minerals and mineral ores in upon and under and within the boundaries of the land hereby granted. And also reserving to us our heirs and successors free liberty and authority for us our heirs and successors and our and their agents and servants at any time or times hereafter to enter upon the said land and to search and mine therein for gold silver copper tin antimony coal and all other metals and minerals and mineral ores and to extract and remove therefrom any gold silver and any auriferous and argentiferous earth or stone copper tin antimony coal and other metals and minerals and mineral ores and to search for and work dispose of and carry away the gold silver copper tin antimony coal metals minerals and their ores and the mines metals and minerals in the land lying in upon and under the land hereby granted and for the purposes aforesaid to sink shafts make drives erect machinery and to carry on any works and do any other things which may be necessary or usual in mining and with all other incidents that are necessary to be used for the getting of the said gold silver copper tin antimony coal and other metals and minerals and mineral ores and the working of all mines seams lodes and deposits containing gold silver copper tin antimony coal and other metals and minerals and mineral ores in upon or under the land hereby granted To hold unto the said \_\_\_\_\_ h heirs and assigns for ever

Provided always that the said land is and shall be subject to be resumed for mining purposes under section 180 of the *Land Act 1901*. And provided also that the said land is and shall be subject to the right of any person being the holder of a miner's right or of a licence to search for metals or minerals or of a mining or mineral lease to enter therein and to mine for gold silver copper tin antimony

coal and other metals and minerals and mineral ores and to erect and to occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those to which the holder of a miner's right or of a mining or mineral lease had at the time of the passing of the *Land Act 1901* the right to mine for gold and silver in and upon Crown lands. Provided that compensation shall be paid to the said

NOTE.—The bearings and measurements by such person for surface damage to be done to such lands are approximately by reason of mining thereon such compensation to be given on this plan, determined as provided by the 179th section of the said Act. The measurements and the payment thereof to be a condition precedent to such right of entry.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord One thousand \_\_\_\_\_ being the day the person herein named became entitled to this grant.

In testimony whereof we have caused this our grant to be sealed at Melbourne with the seal of the said State. Witness our trusty and well-beloved \_\_\_\_\_ Governor and Commander-in-Chief in and over the said State of Victoria and its Dependencies.

(L.S.)

*Memorials of Instruments.*

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

SCHEDULE B<sup>4</sup>.—(CHAP. II., PART 1.)

Entered in the Register Book,  
Vol. \_\_\_\_\_ Fol. \_\_\_\_\_

*Assistant Registrar of Titles.*

CROWN GRANT IN FEE.

EDWARD VII., by the Grace of God of the United Kingdom of Great Britain and Ireland King Defender of the Faith. To all to whom these presents shall come greeting. Whereas in conformity with the laws relating to the sale and occupation of Crown lands in our \_\_\_\_\_ of Victoria the person herein-after named has in consideration of the sum of \_\_\_\_\_ which sum has been duly paid to us become entitled to a grant in fee simple of the surface and down to the depth of \_\_\_\_\_ feet below the surface of the land herein-after described. Now know ye that in consideration of the sum so paid and in pursuance of the *Land Act 1901* We do hereby grant unto

\_\_\_\_\_ heirs and assigns so much and such parts as lie above the depth of \_\_\_\_\_ feet below the surface of all that piece of land in the said \_\_\_\_\_ containing \_\_\_\_\_ and abutts thereof in the map drawn in the margin of these presents and therein coloured yellow. Provided however that the grantee

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

shall be entitled to sink wells for water and to the use and enjoyment of any spring or springs of water upon or within the boundaries of the said land for any and for all purposes as though he held the land without limitation as to depth. Excepting however unto us our heirs and successors all gold and silver and auriferous and argentiferous earth or stone and all mines seams lodges and deposits containing gold silver copper tin antimony coal and other metals and minerals and mineral ores in upon and under and within the boundaries of the land hereby granted. And also reserving to us our heirs and successors free liberty and authority for us our heirs and successors and our and their agents and servants at any time or times hereafter to enter upon the said land and to search and mine therein for gold silver copper tin antimony coal and all other metals and minerals and mineral ores and to extract and remove therefrom any gold silver and any auriferous and argentiferous earth or stone copper tin antimony coal and other metals and minerals and mineral ores and to search for and work dispose of and carry away the gold silver copper tin antimony coal metals minerals and their ores and the mines metals and minerals in the land lying in upon and under the land hereby granted and for the purposes aforesaid to sink shafts make drives erect machinery and to carry on any works and do any other things which may be necessary or usual in mining and with all other incidents that are necessary to be used for the getting of the said gold silver copper tin antimony coal and other metals and minerals and mineral ores and the working of all mines seams lodges and deposits containing gold silver copper tin antimony coal and other metals and minerals and mineral ores in upon or under the land hereby granted. To hold unto the said

\_\_\_\_\_ heirs and assigns for ever. Provided always that the said land is and shall be subject to be resumed for mining purposes under section 180 of the *Land Act 1901*. And provided also that the said land is and shall be subject to the right of any person being the holder of a miner's right or of a licence to search for metals or minerals or of a mining or mineral lease to enter therein and to mine for gold silver copper tin antimony coal and other metals and minerals and mineral ores and to erect and to occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those to which the holder of a miner's right or of a mining or mineral lease had at the time of the passing of the *Land Act 1901* the right to mine for gold and silver in and upon Crown lands. And it is an express condition of this grant that neither the grantee nor any one claiming through or under him shall be entitled to any compensation in respect of damage to be done to any part of the land hereby granted or to any improvements thereon by mining therein or thereon within the meaning of the *Mines Act*.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord One thousand \_\_\_\_\_ hundred \_\_\_\_\_ being the day the person herein named became entitled to this grant.

In testimony whereof we have caused this our grant to be sealed at Melbourne with the seal of the said State. Witness our trusty and well-beloved \_\_\_\_\_ in and over the said State of Victoria and its Dependencies in the Commonwealth of Australia.

(L.S.) P.D. 175.

## MEMORIALS OF INSTRUMENTS.

Nature of Instrument.	Time of its Production for Registration.	Names of the Parties to it.	Number or Symbol thereon.
	The day of 1, at o'clock in the noon.		

## SCHEDULE C'.—(CHAP. IV., PART 1.)

## CONDITIONS OF SALE.

CONDITIONS of sale by public auction at the \_\_\_\_\_ commencing at \_\_\_\_\_ o'clock, by \_\_\_\_\_ (being a person authorized by the Board of Land and Works), of the following portions of land advertised by the notification in the *Government Gazette* of \_\_\_\_\_ the day of \_\_\_\_\_, in conformity with the provisions of the *Land Act* 1901, of which those more particularly necessary to be noticed are hereinafter mentioned, viz.:-

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

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

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

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

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

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

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

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

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

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

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

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

*List of the Descriptions of the Lots.*

SCHEDULE D<sup>4</sup>.—(CHAP. II., PART 2.)

## LEASE OF A PASTORAL ALLOTMENT UNDER THE LAND ACT 1901.

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

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

Whereas the Governor with the advice of the Executive Council has agreed to grant this lease for pastoral purposes of the pastoral allotment hereinafter demised for the term of \_\_\_\_\_ years and \_\_\_\_\_ calendar months at the annual rent of \_\_\_\_\_ being the rent computed according to the provisions of the *Land Act 1901* to the lessee who has acquired the right or become entitled thereto under the provisions of the same Acts and the lessee has paid half a year's rent in advance And whereas the Governor with the advice aforesaid has approved of and directed the conditions and provisions hereinafter contained to be inserted in this lease framed in accordance with the Regulations made in pursuance of the provisions of the said Acts Now this Indenture witnesseth that in consideration of the payment aforesaid and of the rent hereby reserved and of the covenants of the lessee hereinafter contained His Majesty doth by these presents grant and demise unto the lessee his executors administrators and assigns the surface of all that pastoral allotment situate in the county of \_\_\_\_\_ in the State of Victoria containing \_\_\_\_\_ acres more or less and delineated on the plan prepared in accordance with the provisions of the *Land Act 1901* and thereon numbered \_\_\_\_\_ in the said county and also delineated on the plan drawn in the margin of these presents and therein coloured \_\_\_\_\_ together with the appurtenances *Excepting and reserving unto His Majesty his heirs and successors all gold and silver and auriferous and argentiferous earth or stone and all copper tin antimony coal and all other metals and minerals and mineral ores whatsoever and all mines seams veins lodes and deposits containing gold silver copper tin antimony coal and other metals and minerals and mineral ores in upon and under the said demised premises together with liberty for His Majesty his heirs and successors and his and their agents servants lessees licensees and assigns at any time or times during the said term to enter upon the said land and to search and mine therein for gold silver copper tin antimony coal and other metals and minerals and mineral ores and to remove therefrom any gold silver auriferous and argentiferous earth or stone copper tin antimony coal and other metals and minerals and mineral ores and for the purposes aforesaid to sink shafts make drives and do any other things which may be necessary or usual in mining And also excepting and reserving to His Majesty his heirs and successors and each and every other lessee of any pastoral allotment or grazing area and the holder of a miner's right or of a gold mining or mineral lease or a licence to search for metals and minerals and his and their visitors agents and servants tenants and workmen liberty and right of ingress egress and regress at all times through over and across the premises hereby demised with or without horses cattle and other animals carts waggons carriages and other vehicles to or from such pastoral allotment grazing area or part thereof or to or from any claim or mine from and to any public road or track subject to such regulations to be made by the Governor with the advice of the Executive Council as may for the time being be in force And also excepting and reserving unto His Majesty his heirs and successors by the Governor with the advice aforesaid to grant in manner and on the conditions prescribed in the said *Land Act 1901* licences to any person to enter upon any of the land comprised in this lease and search for cut dig and take away live or dead timber coal and other mineral gravel salt guano sand resin stone or limestone loam brick or other earth To have and to hold the premises hereinbefore expressed to be hereby demised unto the lessee his executors administrators and assigns for the term of \_\_\_\_\_ years and \_\_\_\_\_ calendar months from the day of the date of this lease. Yielding and paying therefor during the said term the yearly rent of \_\_\_\_\_ by two equal half-yearly payments in advance on the first day of \_\_\_\_\_ and the first day of \_\_\_\_\_ in every year clear of all deductions the first of the said half-yearly payments having been made as aforesaid the next of the said half-yearly payments to be made on the first day of \_\_\_\_\_ next and the last of the said half-yearly payments to be made on the first day of \_\_\_\_\_ next preceding the expiration of the said term And the lessee doth hereby for himself his heirs executors administrators and assigns covenant and agree with His Majesty his heirs and successors that he the lessee his executors administrators or assigns will during the said term observe perform and be bound by the several covenants conditions provisions agreements acts matters and things hereinafter contained (that is to say):—*

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

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

4. That he or they will at once after the granting of this lease commence and continue to destroy and will within three years after the granting of this lease have destroyed to the satisfaction of the Board of Land and Works the animals and birds by the *Land Act 1901* included in the term "vermin" or which the Governor with the advice aforesaid may by proclamation in the *Government Gazette* declare to be vermin for the purposes of the said Act upon such land and will keep the same free of such animals and birds bathurst burr wild briar and gorse to the satisfaction of the Board of Land and Works during the currency of the term hereby granted:

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

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

4. That he or they will at once after the granting of this lease commence and continue to destroy and will within three years after the granting of this lease have destroyed to the satisfaction of the Board of Land and Works the animals and birds by the *Land Act 1901* included in the term "vermin" or which the Governor with the advice aforesaid may by proclamation in the *Government Gazette* declare to be vermin for the purposes of the said Act upon such land and will keep the same free of such animals and birds bathurst burr wild briar and gorse to the satisfaction of the Board of Land and Works during the currency of the term hereby granted:

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

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

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

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

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

Provided always and it is hereby agreed and declared—

10. That it is a condition of this demise that these presents shall become absolutely void on any assignment thereof whether by operation of law or otherwise save under the provisions of the *Land Act 1901*.

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

12. That it is a further condition that the Governor in Council shall have the power to grant in the manner and on the conditions prescribed in Division 8 of the *Land Act 1901* licences to any person to enter upon any of the land comprised in this lease and search for cut dig and take away any live or dead timber coal and other mineral gravel salt guano sand resin stone or limestone loam brick or other earth :

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

14. That it is a further condition that His Majesty his heirs and successors may at any time and from time to time during the term hereby granted in accordance with Regulations in that behalf made under the *Land Act 1901* resume as sites for townships or villages or for mining purposes and re-enter upon any lands forming the whole or any part of the land hereby demised upon payment to the lessee his executors administrators or assigns of the full value of all houses fences (being fences within the meaning assigned to the word "fence" by the *Land Act 1901*) wells reservoirs tanks dams and of all substantial and permanent improvements made erected or constructed by such lessee his executors administrators or assigns on the lands so resumed but nothing herein or in the said Act contained shall be construed to give a better tenure to the lessee his executors administrators or assigns in regard to the right of miners to enter upon the land hereby demised in search of gold than was possessed by pastoral tenants under *The Land Act 1869* :

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

16. In case of any land being required to be resumed for mining purposes the Governor with the advice aforesaid shall determine and have the election whether it shall be resumed under the provisions of the 180th section of the *Land Act 1901* or under the provisions hereinbefore contained and if so under which of such provisions it shall be so resumed or taken :

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

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

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

part thereof is assigned whether by operation of law or otherwise except as hereinbefore mentioned or as in the Land Act 1901 otherwise expressly provided then these presents and the term hereby created shall be void and of no effect and immediately thereupon it shall be lawful for any bailiff of Crown lands or for any other agents or officers authorized in that behalf by His Majesty or by the Governor with the advice aforesaid without any demand whatsoever to enter upon the land hereby demised and the lessee his executors administrators and assigns and all persons claiming from under or through him or them for ever to expel and remove therefrom without any legal process whatsoever and as effectively as any sheriff might do in case His Majesty had obtained judgment in ejectment for recovery of possession of the said land or in an action for the recovery of land and a writ of *habere facias possessionem* or writ of possession or other process had issued on such judgment directed to such sheriff in due form of law. And that in case of entry and any action being brought or other proceeding taken for or on account of the same by any person whomsoever the defendants or defendant to such action may plead leave or licence in bar thereof and these presents shall be conclusive evidence of the leave or licence of the lessee his executors or administrators and all persons claiming from under or through him or them to any bailiff of Crown lands and all persons acting in the matters complained of in such action or other proceedings.

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

In witness whereof His Excellency

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

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

SCHEDULE E<sup>1</sup>.--(CHAP. IV., PART 2.)

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

LEASE OF A GRAZING AREA UNDER THE LAND ACT 1901.

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

Whereas the Governor with the advice of the Executive Council has agreed to grant this lease of the grazing area hereinafter described for the term of years and calendar months less three days at the annual rent of being the rent fixed and reserved in accordance with the provisions of the Land Act 1901 to the lessee who is entitled thereto under the provisions of the said Acts and the lessee has paid half a year's rent in advance. And whereas the Governor with the advice aforesaid has approved of and directed the conditions and provisions hereinafter contained to be inserted in this lease framed in accordance with the regulations made in pursuance of the provisions of the said Act. Now this Indenture witnesseth that in consideration of such payment aforesaid and of the rent hereby reserved and of the covenants by the lessee hereinafter contained His Majesty doth by these presents grant and demise unto the lessee his executors administrators and assigns all that grazing area situate in the parish of county of in the State of Victoria containing acres more or less and delineated on the plan prepared in accordance with the provisions of the said Acts and thereon numbered in the said parish and also delineated on the plan drawn in the margin of these presents and therein coloured together with the appurtenances. Excepting and reserving unto His Majesty his heirs and successors all gold and silver and auriferous and argentiferous earth or stone and all copper tin antimony coal and all other metals and minerals whatsoever and all mines seams veins lodes and deposits containing gold silver copper tin antimony coal and other metals and minerals in upon and under the said demised premises together with liberty for His Majesty his heirs and successors and his and their agents servants lessees licensees and assigns at any time or times during the said term to enter upon the said land and to search and mine therein for gold silver copper tin antimony coal and other metals and minerals or to remove therefrom any gold silver auriferous and argentiferous earth or stone copper tin antimony coal and other metals and minerals and for the purposes aforesaid to sink shafts make drives and do any other things which may be necessary or usual in mining. And also excepting and reserving to His Majesty his heirs and successors and each and every other lessee of any grazing area and the holder of a miner's right or of a gold mining or mineral lease and her heirs and their agents and servants tenants and workmen liberty and right of ingress egress and regress at all times through over and across the premises hereby demised with or without horses cattle and other animals carts waggons and carriages to or from such grazing area or part thereof or to or from any claim or mine from and to any public road or track subject to such regulation to be made by the Governor with the advice of the Executive Council as may for the time being be in force. And also excepting and reserving unto His Majesty his heirs and successors and all persons duly licensed under section 145 of the Land Act 1901 to cut and take away any live or dead timber on Crown lands and all persons specially licensed in that behalf by the Governor in Council full and free liberty at all times to enter upon the said demised lands and therefrom to cut and take away live or dead timber. To have and to hold the premises hereinbefore expressed to be hereby demised unto the lessee his executors administrators and assigns for the term of years and calendar months less three days from the day of the date hereof. Yielding and paying therefor during the said term the yearly rent of by two equal half-yearly payments in advance on the first day of and the first day of in every year clear of all deductions the first of the said half-yearly payments having been made as aforesaid the next of the said half-yearly payments to be made on the first day next and the last of the said half-yearly payments to be made on the first day of next preceding the expiration of the said term. And the lessee doth hereby for himself his heirs executors administrators and

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

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

1. That he or they will pay the said rent hereinbefore reserved in advance at the times and in manner hereinbefore appointed for payment thereof clear of all deductions.

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

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

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

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

6. That he or they will not during the continuance of the term hereby granted ring or destroy or except for the purpose of fencing or building or domestic use on the land hereby demised cut down any timber in or upon the land hereby demised unless with the sanction of the Board of Land and Works signified in writing and then only under the supervision of an officer appointed in that behalf by the said Board.

7. That he or they will if not sooner called upon under the provisions of the *Fences Act 1890* within three years from the date of these presents enclose the land hereby demised with a fence of such kind as shall come within the meaning aforesaid and keep the same in repair during the continuance of the term hereby granted.

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

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

10. That every holder of a miner's right or of a gold mining or mineral lease shall have the right and be allowed by the lessee his executors administrators and assigns to enter upon the area hereby demised and search for gold silver copper tin antimony coal and other metals and minerals and to mine thereon and to erect and occupy mining plant and machinery without making any compensation to the lessee his executors administrators or assigns for surface or other damage. And also that these presents shall become absolutely void on any assignment thereof save under the provisions of the *Land Act 1901*.

Provided always and it is hereby agreed and declared—

11. That it is a condition of this lease that His Majesty his heirs and successors may at any time and from time to time during the said term resume possession of any part or parts of the land hereby demised which may in the opinion of the Governor with the advice aforesaid be required for the purposes of water supply irrigation works races dams and ditches or for public railways roads canals or for tramways or other internal communication through such lands or for mining purposes or for the purpose of obtaining or removing therefrom guano or other manure stone or earth or for sites of inns stores smithies bakeries or similar buildings or of bathing-houses bathing-places fishermen's residences drying grounds fellmongering establishments slaughter-houses lime-kilns bridges ferries toll or punt houses tanneries factories saw or paper mills quays docks landing-places or the deposit of materials ship building and repairing boat building and repairing or for the working of mineral springs or for the manufacture of salt or for the purpose of erecting pumps or for the purpose of cutting digging and taking away any live or dead timber gravel stone ballast limestone salt shell seaweed and loam brick or other earth and that the Governor in Council or the Board of Land and Works may at any time enter upon the whole or portion of the area hereby granted for the purpose of resuming any land comprised in this lease required as aforesaid and that the lessee shall upon such entry remove any improvements from the land so resumed and relinquish and give up possession of the grazing area or part to His Majesty. Provided always that there shall be paid by His Majesty the actual cost of removing or re-erecting and any actual depreciation in value caused by such removal or re-erection of such improvements and the amount of loss sustained by the lessee in consequence of the relinquishment of improvements not removable. Such cost or amount shall be fixed by the Board but shall not include compensation for severance or for any person's interest in the unexpired term of this lease and may be paid to such person or persons as the Board determines.

12. That it is a further condition that His Majesty his heirs and successors may at any time and from time to time during the term hereby granted in accordance with the regulations to be made by the Governor with the advice aforesaid in that behalf resume as sites for townships or villages or for mining purposes and re-enter upon the whole or any portion of the land hereby demised upon payment to the lessee his executors administrators or assigns of the full value of all houses fences (within the meaning aforesaid) wells reservoirs tanks dams and of all substantial and permanent improvements made erected or constructed by the lessee his executors administrators or assigns on the lands so resumed but nothing in this lease contained shall be construed to give a better tenure to the lessee his executors administrators or assigns in regard

to the right of miners authorized by the responsible Minister of the Crown for the time being administering the *Land Act* 1901 thereof subject to any conditions he may think fit to impose to enter upon any portion specified by the said Minister of the land hereby demised in search of gold than was possessed by pastoral tenants under *The Land Act* 1869 with regard to the right of miners to enter upon the lands occupied by such pastoral tenants.

13. That nothing in the last two preceding clauses contained shall prejudice or be construed as restricting the generality of the covenant on the part of the lessee hereinbefore contained conferring on the holder of a miner's right or of a gold mining or mineral lease the right to enter upon the demised land and exercise the other rights in such covenant mentioned. And in case of any land being required to be resumed for mining purposes the Governor with the advice aforesaid shall determine and have the election whether it shall be resumed under the provisions of the 180th section of the *Land Act* 1901 or under the provisions hereinbefore contained and if so under which of the provisions hereinbefore contained it shall be so resumed or taken. And it is hereby declared that in case possession of any part or parts of the said land shall be resumed as aforesaid the covenants provisions and agreements herein contained with reference to the whole of the premises shall continue in force and apply to such part of the same as shall be left in the possession of the lessee his executors administrators or assigns aforesaid.

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

15. That these presents are upon this further condition that in the event of the lessee his executors administrators or assigns becoming the licensee or licensees of any portions of the land hereby demised as an agricultural or grazing allotment and his or their licence thereafter being annulled for any breach of the provisions of the *Land Act* 1901 or of the conditions of such licence or if and whenever there shall be a breach of or non-compliance with any of the covenants conditions provisions agreements acts matters or things herein by the lessee to be performed or observed and the Governor with the advice aforesaid shall determine that this lease shall in consequence be avoided (and the production of the minute of the proceedings of the Executive Council whereat such determination was arrived at shall be conclusive evidence thereof) or if the land hereby demised or any part thereof is assigned whether by operation of law or otherwise except as hereinbefore mentioned or as in the *Land Act* 1901 otherwise expressly provided then these presents and the term hereby created shall be void and of no effect. And immediately thereupon it shall be lawful for any bailiff of Crown lands or for any other agents or officers authorized in that behalf by His Majesty or by the Governor with the advice aforesaid without any demand whatsoever to enter upon the land hereby demised and the lessee his executors administrators and assigns and all persons claiming from under or through him or them for ever to expel and remove therefrom without any legal process whatsoever and as effectually as any sheriff might do in case His Majesty had obtained judgment in ejectment for recovery of possession of the said land or in an action for the recovery of land and a writ of *habere facias possessionem* or writ of possession or other process had issued on such judgment directed to such sheriff in due form of law. And that in case of such entry and any action being brought or other proceeding taken for or on account of the same by any person whatsoever the defendants or defendant to such action may plead leave and licence thereto and these presents shall be conclusive evidence of the leave and licence of the lessee his executors or administrators and all persons claiming from under or through him or them to any bailiff of Crown lands and all persons acting in the matters complained of in such action or other proceedings.

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

17. That these presents are upon this further condition that each and every other lessee of any grazing area his visitors agents workmen and servants shall have the right of ingress egress and regress to and from his grazing area over the land hereby demised through from and to any public road or track subject to any regulations for the time being in force made under the *Land Act* 1901.



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

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

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

SCHEDULE F<sup>4</sup>.—(CHAP. IV., PART 2.)

PAYMENT FOR IMPROVEMENTS.

2. That he or they will pay by half-yearly instalments of each the sum of being the amount determined by the Board as the value of the improvements of a permanent character on the demised land on the date of these presents together with interest at the rate of Three pounds per centum per annum to be computed with respect to each instalment for the period which has elapsed between the date hereof and the end of the half-year in which payment of such instalment is made The first or such instalments together with interest to be paid on the day of now next and all subsequent payments upon the date hereinbefore appointed for the payment of the rent hereby reserved Provided always that any default in the payment of any half-yearly instalment of such amount or of any interest shall have the like consequence as a default in the payment of rent and may be levied or recovered by or under the authority of the Board in the like manner as 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.

SCHEDULE G<sup>4</sup>.—(CHAP. V., PART 2.)

RESIDENCE LICENCE OF AN AGRICULTURAL OR A GRAZING ALLOTMENT.

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

Governor and Commander-in-Chief in and over the State of Victoria and its Dependencies in the name and on behalf of His Most Gracious Majesty King Edward VII. of the one part and

of in the said State (hereinafter called the "Licensee") of the other part. Whereas the licensee having applied for this licence and made the declaration required by the *Land Act 1901* the Governor with the advice of the Executive Council has agreed to grant the same on the faith that the applicant does not by becoming the licensee violate or fail to comply with any of the provisions of the *Land Act 1901*. And whereas the Governor with the advice aforesaid has approved of and directed the conditions and provisions hereinafter contained to be inserted in this licence framed in accordance with the Regulations made in pursuance of the provisions of the said Act And whereas the licensee has paid half a year's fee for occupation in advance Now this Indenture witnesseth that in consideration of the payment aforesaid of the fee for occupation hereby reserved and of the agreements by the licensee hereinafter contained the Governor with the advice aforesaid and in exercise of the power given by the said Act doth hereby grant unto the licensee licence and liberty to enter upon and personally to occupy in accordance with the provisions of the said Act the surface and down to a depth of feet below the surface of all that agricultural allotment situate in the parish of county of

in the State of Victoria containing acres more or less of class land and delineated on the plan prepared in accordance with the provisions of the 5th section of the *Land Act 1901* and thereon numbered

in the said parish and also delineated on the plan drawn in the margin of these presents and thereon coloured for the term of six years from the day of the date of this licence

Excepting and reserving unto His Majesty his heirs and successors all gold and silver and auriferous and argentiferous earth or stone and all copper tin antimony coal and all other metals and minerals and mineral ores whatsoever and all mine seams veins lodes and deposits containing gold silver copper tin antimony coal and all other metals and minerals and mineral ores in upon and under the land hereby licensed together with liberty for His Majesty his heirs and successors and his and their agents servants lessees licensees and assigns at any time or times during the said term to enter upon the said land and to search and mine therein for gold silver copper tin antimony coal and all other metals and minerals and mineral ores or to remove therefrom any gold silver auriferous and argentiferous earth or stone copper tin antimony coal and all other metals and minerals and mineral ores and for the purposes aforesaid to sink shafts make drives and do any other things which may be necessary or usual in mining And also excepting and reserving to His Majesty his heirs and successors and the holder of a miner's right or of a licence to search for metals and minerals or of a gold mining or mineral lease and their agents and servants tenants and workmen liberty and right of ingress egress and regress at all times through over and across the land hereby licensed with or without horses cattle and other animals carts waggons and carriages to or from any claim or mine and to any public road or track subject to such regulations to be made by the Governor with the advice of the Executive Council as may for the time being be in force The land comprised in this licence is also subject both during the currency of this licence and after the licensee shall have acquired the fee-simple or leasehold thereof to the right of any person being the holder of a miner's right or a licence to search for metals and minerals or of a gold mining or mineral lease being allowed by the licensee his executors administrators and assigns to enter upon the area hereby licensed and search for gold silver copper tin antimony coal and other metals and minerals and mineral ores and to mine therein and thereon and to erect and occupy mining plant and machinery thereon in the same manner and under the same conditions and provisions as those on which such person had at the time of the passing of the *Land Act 1901* the right to mine for gold and silver

NOTE.—The lengths of the boundaries are approximately given in this plan in links. done to such lands by reason of mining thereon such compensation to be determined as by law required and the payment thereof to be a condition precedent to such right of entry and this licence is subject to the conditions that the licensee shall at all times during the currency hereof permit every such person to exercise the right aforesaid Yielding

and paying therefor during the said term a yearly fee for occupation of being calculated at the rate of per annum for each and every acre or fractional part of an acre contained in the said allotment and such further fee (if any) fixed in any Order in Council made in that behalf under and by virtue of the provisions of section 419 of the *Land Act* 1901 the said yearly fee to be paid in advance by equal half-yearly payments on the first day of and the first day of in every year clear of all deductions the first of the half-yearly payments having been made in conformity with the provisions of the *Land Act* 1901 the next of the said half-yearly payments to be made on the first day of next and the last of the half-yearly payments to be made on the first day of next preceding the expiration of the term of this licence The licensee for himself his heirs executors and administrators hereby agrees with the Governor as follows:—

1. To pay the said licence-fee in moieties in advance at the times and in manner hereinbefore appointed for payment thereof clear of all deductions.

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

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

4. To at once and to the satisfaction of the Board of Land and Works commence and continue to destroy and within two years after the issue of this licence to have destroyed to the satisfaction of the Board the animals and birds by the *Land Act* 1901 included in the term "vermin" or which the Governor with the advice of the Executive Council may by proclamation in the *Government Gazette* declare to be vermin for the purposes of the said Acts upon such land and to keep the same free from such animals and birds to the satisfaction of the said Board during the currency of this licence.

5. To inclose within six years from the issue of this licence if not sooner called upon under the provisions of the *Fences Act* 1890 the land herein comprised with a fence of such kind as shall come within the meaning assigned to the word "fence" by Part I. of the *Land Act* 1901 and keep the same in repair during the continuance of this licence.

6. That he will within twelve months after the issue of this licence commence and thenceforward during the continuance of this licence without intermission (except for any period specified in a notice registered in conformity with the provisions of the *Land Act* 1901) occupy personally the said allotment.

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

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

9. That the Governor with the advice of the Executive Council or the Board of Land and Works for and on behalf of His Majesty his heirs and successors may at any time during the currency of this licence resume possession of all or any part or parts of the lands comprised in the said allotment which may be required for reserves for public purposes or for the purpose of water supply irrigation works races dams and ditches or for railways roads canals or for tramways or other internal communication or for mining purposes provided that any moneys which may have been paid by the licensee to the Crown in respect of the lands so resumed or expended by him thereupon shall be repaid to him together with such other moneys as compensation for such resumption as to the Governor with the advice of the Executive Council seems fit The preceding provision shall be construed as independent of and concurrent with the powers conferred by the 180th section of the *Land Act* 1901 and of the powers conferred by the last provision of this licence

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

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

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

13. That the lands hereby licensed shall during the currency of this licence be deemed lands of the Crown within the meaning of section 419 of the *Land Act* 1901 and that upon the making of any Order in Council under the provisions in the

said section contained the enhanced licence fee therefor fixed by such Order in Council shall be payable in respect of such lands as though such licence-fee had been so fixed prior to the making of this licence.

14. That if the licensee during the said period of six years occupy the said allotment for not less than five years and fence and make the improvements of the nature and value hereinbefore mentioned on the said allotment during the said period of six years and prove to the satisfaction of the Board of Land and Works (to be certified under its seal) by such evidence as the said board may require that he has complied with the said conditions and with all other conditions hereof he shall be entitled at any time within twelve months after six years from the commencement of this licence to demand and obtain from the Governor in Council a Crown grant upon payment of or of such other sum (if any) not being less than one-eighth part greater nor more than double the sum of shillings as may be fixed by any Order in Council made in that behalf under and by virtue of the provisions of section 419 of the *Land Act* 1901 for each acre or fractional part of an acre or otherwise he may obtain a lease of the said allotment and such lease shall be for a term of years at a yearly rent of or of such other sum (if any) not being less than one-eighth part greater nor more than double the sum of as may be fixed by any Order in Council as aforesaid for each acre or fractional part of an acre so demised payable in equal parts half-yearly in advance and containing the usual covenants for the payment of rent and a condition for re-entry on non-payment thereof and such other covenants conditions exceptions and reservations as the Governor in Council may direct.

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

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

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

18. In the case of the insolvency or death of the licensee during the currency of this licence it shall be lawful for the assignee or trustee in insolvency or for the executors or administrators of such licensee to assign within the time limited in that behalf by the said Act such licence to any person who is qualified for becoming a licensee under Part I. of Division 3 of the *Land Act* 1901 and such person shall thereupon be with respect to such licence in the same position as though he had been the original licensee.

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

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

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

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

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

(L.S.)

## SCHEDULE II.—(CHAP. V., PART 2.)

## NON-RESIDENCE LICENCE OF AN AGRICULTURAL OR A GRAZING ALLOTMENT.

THIS Indenture made this first day of \_\_\_\_\_ in the year of our Lord One thousand \_\_\_\_\_ between His Excellency \_\_\_\_\_ Governor and Commander-in-Chief in and over the State of Victoria and its Dependencies in the name and on behalf of His Most Gracious Majesty King Edward VII. of the one part and \_\_\_\_\_ of \_\_\_\_\_ in the State of Victoria (hereafter called "the licensee") of the other part Whereas the licensee has applied for this licence and has paid a half-year's fee therefor in advance And whereas the Governor with the advice of the Executive Council has approved of and directed the conditions and provisions hereinafter contained to be inserted in this licence framed in accordance with the Regulations made in pursuance of the provisions of the *Land Act* 1901. Now this Indenture witnesseth that in consideration of the payment aforesaid of the fee for this licence hereby reserved and of the agreements by the licensee hereinafter contained the Governor with the advice aforesaid and in exercise of the power given by the *Land Act* 1901 doth hereby grant unto the licensee licence and liberty to enter upon improve and occupy the surface and down to a depth of \_\_\_\_\_ feet below the surface of all that agricultural allotment situate in the parish of \_\_\_\_\_ county of \_\_\_\_\_ in the State of Victoria containing \_\_\_\_\_ acres more or less of \_\_\_\_\_ class land and delineated on the plan prepared in accordance with the provisions of the 5th section of the *Land Act* 1901 and thereon numbered \_\_\_\_\_ in the said parish and also delineated on the plan drawn in the margin of these presents and thereon coloured \_\_\_\_\_ for the term of six years from the day of the date of this licence Excepting and reserving unto His Majesty his heirs and successors all gold and silver and auriferous and argentiferous earth or stone and all copper tin antimony coal and all other metals and minerals and mineral ores whatsoever and all mines seams veins lodes and deposits containing gold silver copper tin antimony coal and all other metals and minerals and mineral ores in upon and under the land hereby licensed together with liberty for His Majesty his heirs and successors and her and their agents servants lessees licensees and assigns at any time or times during the said term to enter upon the said land and to search and mine therein for gold silver copper tin antimony coal and all other metals and minerals and mineral ores or to remove therefrom any gold silver auriferous and argentiferous earth or stone copper tin antimony coal and all other metals and minerals and mineral ores and for the purposes aforesaid to sink shafts make drives and do any other things which may be necessary or usual in mining and also excepting and reserving to His Majesty his heirs and successors and the holder of a miner's right or a licence to search for metals and minerals or of a gold mining or mineral lease and their agents and servants tenants and workmen liberty and right of ingress egress and regress at all times through over and across the premises hereby licensed with or without horses cattle and other animals carts waggons and carriages to or from any claim or mine and to any public road or track subject to such regulations to be made by the Governor with the advice of the Executive Council as may for the time being be in force. The land comprised in this licence is also subject both during the currency of this licence and after the licensee shall have acquired the fee-simple or leasehold thereof to the right of any person being the holder of a miner's right or a licence to search for metals and minerals or of a gold mining or mineral lease being allowed by the licensee his executors administrators and assigns to enter upon the area hereby licensed and search for gold silver copper tin antimony coal and other metals and minerals and mineral ores and to mine therein and thereon and to erect and occupy mining plant and machinery thereon in the same manner and under the same conditions and provisions as those on which such person had at the time of the passing of the *Land Act* 1901 the right to mine for gold and silver in and upon Crown lands provided that compensation shall be paid to the licensee by such persons for surface damage to be done to such lands by reason of mining thereon such compensation to be determined as by law required and the payment thereof to be a condition precedent to such right of entry and this licence is subject to the conditions that the licensee shall at all times during the currency hereof permit every such person to exercise the right aforesaid. Yielding and paying therefor during the said term a yearly fee for this licence of \_\_\_\_\_ per annum for each and every acre or fractional part of an acre contained in the said allotment and such further fee (if any) fixed by any Order in Council made in that behalf under and by virtue of the provisions of section 419 of the *Land Act* 1901 the said yearly fee to be paid in advance by equal half-yearly payments on the first day of \_\_\_\_\_ and the first day of \_\_\_\_\_ in every year clear of all deductions the first of the said half-yearly payments having been made in advance the next of the said half-yearly payments to be made on the first day of \_\_\_\_\_ next and the last of the said half-yearly payments to be made on the first day of \_\_\_\_\_ next preceding the expiration of the term of this licence

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

The licensee for himself his heirs executors and administrators hereby agrees with the Governor as follows:—

1. To pay the said licence-fee in moieties in advance at the times and in the manner hereinbefore appointed for payment thereof clear of all deductions.
2. To pay all existing and future rates assessments and taxes for the time being payable by landlord or tenant in respect of the premises.
3. That he will not during the currency of this licence assign the licence nor transfer his right title and interest therein or in the allotment hereinbefore described and herein comprised or any part thereof nor sub-let the said allotment or any part thereof.
4. To at once and to the satisfaction of the Board of Land and Works commence and continue to destroy and within two years after the issue of this licence to have destroyed to the satisfaction of the said Board the animals and birds by the said Act included in the term "vermin" or which the Governor with the advice of the Executive Council may by proclamation in the *Government Gazette* declare to be vermin for the purposes of the said Act upon such land and to keep the same free from such animals and birds to the satisfaction of the said Board during the currency of this licence.
5. That he will enclose within six years from the issue of this licence if not sooner called upon under the provisions of the *Fences Act* 1890 the land herein comprised with a fence of such kind as shall come within the meaning assigned to the word "fence" by Part I. of the *Land Act* 1901 and keep the same in repair during the continuance of this licence.
6. That he will make and erect substantial and permanent improvements in respect of each acre or fractional part of an acre of the allotment to the value of \_\_\_\_\_ in each year of the \_\_\_\_\_ years of this licence.
7. That he will at all times during the continuance of this licence *bonâ fide* comply with all and will not violate any of the provisions of the said Act.

8. That the Governor with the advice of the Executive Council or the Board of Land and Works for and on behalf of His Majesty his heirs and successors may at any time during the currency of this licence resume possession of all or any part or parts of the lands comprised in the said allotment which may be required for reserves for public purposes or for the purpose of water supply irrigation works races dams and ditches or for railways roads canals or for tramways or other internal communication or for mining purposes provided that any moneys which may have been paid by the licensee to the Crown in respect of the land so resumed or expended by him thereupon shall be repaid to him together with such other moneys as compensation for such resumption as to the Governor with the advice of the Executive Council seems fit. The preceding provision shall be construed as independent of and concurrent with the powers conferred by the 180th section of the *Land Act* 1901 and of the powers conferred by the provision last but one of this licence.

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

10. That if and whenever any part of the said fees for this licence be in arrear whether the same have been demanded or not or if and whenever there shall be a breach of any of the agreements positive or negative by the licensee herein contained or if this licence be assigned whether by operation of law or otherwise save as in the said Act is otherwise expressly provided or if the said allotment or any part thereof is sublet or in case substantial and permanent improvements certified in writing under the seal of the Board of Land and Works or under the hands of arbitrators as provided by the said Act to be of the value of shillings in respect of each acre or fractional part of an acre of the allotment have not been made on the said allotment by the licensee in each year of the years of this licence or if at any time be shown to the satisfaction of the Governor with the advice aforesaid (and that it has been so shown the production of a copy of the *Government Gazette* containing a notice purporting to be signed by the responsible Minister of the Crown for the time being administering the *Land Act* 1901 so declaring or notifying or declaring or notifying that this licence has become forfeited and void shall be conclusive evidence) that the licensee became such licensee or that he held or continued to hold this licence in violation of or non-compliance with any of the provisions of the said Act or that the licensee has committed a breach of or not fulfilled any of the conditions of this licence then and in any of such cases this licence shall be void and of no effect.

11. That ancillary and without prejudice to the provisions of the 81st and 166th sections of the *Land Act* 1901 it is hereby agreed that immediately upon this licence so becoming void and of no effect it shall be lawful for any bailiff of Crown lands or for any other agents or officers authorized in that behalf without any demand whatsoever to enter upon the said allotment and the licensee and all persons claiming from under or through him for ever to expel and remove therefrom without any legal process whatsoever and as effectually as any sheriff might do in case His Majesty had obtained judgment in ejection or in an action for the recovery of land and a writ of *habere facias possessionem* or writ of possession or other process had issued on such judgment directed to such sheriff in due form of law and that in case of such entry and any action being brought or other proceedings taken for or on account of the same by any person whatsoever the defendants or defendant to such action may plead leave and licence thereto and these presents shall be conclusive evidence of the leave and licence of the licensee and all persons claiming from under or through him to any bailiff of Crown lands and all persons acting in the matters complained of in such action or other proceeding.

12. That the lands hereby licensed shall during the currency of this licence be deemed lands of the Crown within the meaning of section 419 of the *Land Act* 1901 and that upon the making of any Order in Council under the provisions of the said section the enhanced licence-fee therefor fixed by such Order in Council shall be payable in respect of such lands as though such licence-fee had been so fixed prior to the making of this licence.

13. That if the licensee fence and make the improvements of the nature and value hereinbefore mentioned on the said allotment during the said respective periods and prove to the satisfaction of the Board of Land and Works (to be certified under its seal) by such evidence as the said Board may require that he has complied with the said conditions and with all other conditions hereof he shall be entitled at any time after the period of the currency of this licence or during the term of the lease hereinafter mentioned to demand and obtain from the Governor in Council a Crown grant upon payment of or such other sum (if any) not being less than one-eighth part greater nor more than double the sum of as may be fixed by any Order in Council made in that behalf under and by virtue of the provisions of section 419 of the *Land Act* 1901 for each acre or fractional part of an acre or otherwise he may obtain a lease of the said allotment and such lease shall be for a term of years at a rent of or of such other sum (if any) not being less than one-eighth part greater nor more than double the sum of as may be fixed by any Order in Council as aforesaid per annum for each acre or fractional part of an acre so demised payable in equal parts half-yearly in advance and containing the usual covenants for the payment of rent and a condition for re-entry on non-payment thereof and such other covenants conditions exceptions and reservations as the Governor in Council may direct.

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

15. In the case of the insolvency or death of the licensee during the currency of this licence it shall be lawful for the assignee or trustee in insolvency or for the executors or administrators of such licence to assign within the time limited in that behalf by the said Act such licence to any person who is qualified for becoming a licensee under Part I. Division 3 of the *Land Act* 1901 and such person shall thereupon be with respect to such licence in the same position as though he had been the original licensee.

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

17. In the event of the whole or any portion of the land hereby licensed being at any time or times required by the Victorian Railways Commissioners or by any other person or persons or corporation for the time being by any law in force in Victoria authorized to make construct manage or maintain any state railway or railways for the construction maintenance or management of any railway or railways or railway stations or for obtaining earth stone timber gravel or sand or any other materials or

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

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

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

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

SCHEDULE I'.—(CHAP. V., PART 2.)

PAYMENT FOR IMPROVEMENTS.

2. To pay the sum of \_\_\_\_\_ being the amount determined by the Board as the value of the improvements of a permanent character on the land hereby licensed by \_\_\_\_\_ half-yearly instalments of \_\_\_\_\_ each together with interest at the rate of Three pounds per centum per annum to be computed with respect to each instalment for the period which has elapsed between the date hereof and the end of the half-year in which payment of such instalment is made. The first of such instalments together with interest to be paid on the \_\_\_\_\_ day of \_\_\_\_\_ now next and a further instalment together with interest on each of the days hereinbefore appointed for the payment of rent until the whole amount be paid. Provided always that any default in the payment of any half-yearly instalment of such amount or of any interest shall have the like consequence as a default in the payment of rent and may be levied or recovered by or under the authority of the Board of Land and Works in the like manner as 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.

SCHEDULE J'.—(CHAP. V., PART 2.)

SCHEDULE WITHIN REFERRED TO.—SPECIAL CONDITION.

It is a condition of this {licence} that neither the {licensee} nor any one claiming through or under him shall be entitled to any compensation in respect of damage to be done to the demised land or any improvements thereon by mining therein or thereon within the meaning of the Mines Acts or by the cutting or removing of any live or dead timber thereon or therefrom for mining purposes within the meaning of the said Acts or for any purpose authorized by the said Acts.

SCHEDULE K'.—(CHAP. V., PART 2.)

LEASE OF AN AGRICULTURAL OR A GRAZING ALLOTMENT UNDER THE LAND ACT 1901.

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

THIS Indenture made between His Excellency Governor in and over the State of Victoria and its Dependencies in the name and on behalf of His Most Gracious Majesty King Edward VII. of the one part and \_\_\_\_\_ (hereinafter called the "lessee") of the other part: Witnesseth that in consideration of the rent hereby reserved and the covenants and conditions herein contained and on the part of the lessee his executors administrators and assigns to be

observed and performed His 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 State of Victoria containing            and shown with the measurements and abutments thereof in the map or diagram drawn in the margin of these presents and in such map or diagram coloured            to hold the said piece of land unto the lessee his executors administrators and assigns from the            day of            in the year of our Lord One thousand            for the term of            years yielding and paying for the same unto His Majesty the King his heirs and successors during the said term the rent of            per annum for every acre and fractional part of an acre of the said land together with such further rent (if any) fixed by any Order in Council made in that behalf under and by virtue of the provisions of section 419 of the *Land Act* 1901 such rent to be always paid by equal half-yearly payments in advance on the first day of January and the first day of July in each year and the next payment thereof to be made on the            day of            next Reserving and excepting unto His Majesty his heirs and successors the right of resumption for the public purposes and in accordance with the provisions and conditions hereinafter expressed and contained such parts of the said land as shall from time to time be required by the Governor in Council for the formation and construction of public roads highways or bridges and also such parts of the said land as shall from time to time be required by the Board of Land and Works or the Victorian Railways Commissioner for the construction of railways railway stations or railway works already or hereafter authorized to be constructed and also such parts of the said land as shall from time to time be required for the execution construction completion or extension of any waterworks or irrigation works now made or in the course of construction or hereafter to be made under the authority of any present or future laws such parts of the said land when the same may be required for any of the said purposes to be set out by description in a proclamation in the *Government Gazette* and also described in a notice in writing to the lessee his executors administrators or transferees by the Governor acting by and with the advice and consent of the Executive Council such notice to the lessee his executors administrators and transferees to be sent through the post office addressed to the occupier of the land Excepting also unto His Majesty his heirs and successors all gold and silver and auriferous and argentiferous earth or stone and all copper tin antimony coal and all other metals and mineral ores whatsoever and all mines seams veins lodes and deposits containing gold silver copper tin antimony coal and all other metals and minerals and mineral ores in upon and under the demised land together with liberty to His Majesty his heirs and successors and his and their agents servants lessees licensees and assigns at any time or times hereafter during the said term to enter upon the said land and to search and mine therein for gold silver copper tin antimony coal and all other metals and minerals and mineral ores and to extract and remove therefrom any gold silver and any auriferous and argentiferous earth or stone copper tin antimony coal and all other metals and minerals and mineral ores and for the purpose aforesaid to sink shafts erect machinery carry on any works and do any other things which may be necessary or usual in mining Provided that the said land is and shall be subject to the right of any person being the holder of a miner's right or of a licence to search for metals and minerals or of a mining or mineral lease to enter thereon and to mine for gold silver copper tin antimony coal and all other metals and minerals and mineral ores and to erect and occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those to which such person had at the time of the passing of the *Land Act* 1901 the right to mine for gold and silver in and upon Crown lands provided that compensation shall be paid to the lessee his executors administrators assigns and transferees by such person for surface damage to be done to such lands by reason of mining thereon such compensation to be determined as provided by law and the payment thereof to be a condition precedent to such right of entry And provided also that the said land may be resumed under section 180 of the *Land Act* 1901 And the lessee for himself his heirs executors administrators and assigns doth hereby covenant with his said Majesty his heirs and successors that he the lessee his executors administrators or assigns will observe perform and be bound by the several covenants conditions provisos agreements acts matters and things hereinafter contained (that is to say) :—

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

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

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

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

4. That these presents are upon this express condition that if at any time and as often as during the said term any part or parts of the said land are required by the Governor in Council for the formation and construction of roads or bridges proposed by the Public Works Department or other public body or officer authorized in that behalf or are required by the Board of Land and Works for the construction of railways railway stations or railway works already or hereafter authorized to be constructed or are required by the Governor in Council or by any corporation person or persons acting in behalf of the Government of Victoria or by any public water trust or irrigation trust or body constituted under the present or future laws for the purpose of the making execution construction completion or extension of any such railway waterworks or irrigation works which they it or he may already or hereafter be authorized to make carry on

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

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

6. That the lands hereby demised shall during the currency of this lease be deemed lands of the Crown within the meaning of section 419 of the *Land Act 1901* and that upon the making of any order in council under the provisions of the said section the enhanced rent therefor fixed by such order in council shall be payable in respect of such lands as though such rent had been so fixed prior to the making of this lease.

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

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

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

SCHEDULE I.-(CHAP. V., PART 2.)

PERPETUAL LEASE OF AGRICULTURAL OR GRAZING ALLOTMENT.

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

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

Governor and Commander-in-Chief in and over the State of Victoria and its Dependencies with the advice of the Executive Council thereof in the name and on behalf of His Most Gracious Majesty King Edward VII. 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 His 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 State of Victoria containing \_\_\_\_\_ and shown with the measurements and abutments thereof in the map or diagram drawn in the margin of these presents and in such map or diagram coloured \_\_\_\_\_ to have and to hold the said piece of land unto the lessee his executors administrators and assigns from the \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord One thousand \_\_\_\_\_ and thenceforward in perpetuity for so long as the lessee his executors administrators or assigns shall continue to pay the rent hereby reserved as the same becomes due and shall observe and perform the covenants conditions and provisos herein contained and on the part of the lessee his executors administrators and assigns to be observed and performed Excepting and reserving nevertheless unto His Majesty his 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 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 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 His Majesty his heirs and successors and his 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* 1901 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

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

in every year clear of all deductions the rent calculated at the rate of per annum until the twenty-ninth day of December One thousand nine hundred and nine and for the period of ten years from the twenty-ninth day of December One thousand nine hundred and nine and for every successive period of ten years thereafter calculated at such amount per annum as shall from time to time be fixed by the Board of Land and Works And the lessee doth hereby for himself his heirs executors administrators and assigns covenant and agree with His Majesty his heirs and successors and with the Board that he the lessee his executors administrators or assigns will observe and perform and be bound by the several covenants conditions provisos agreements acts matters and things hereinafter contained (that is to say):—

1. That he or they will pay the rent for the time being payable hereunder at the times and in manner hereinbefore appointed for payment thereof clear of all deductions.

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

3. That he or they will within six months after the granting of this lease reside upon the land demised or within five miles thereof and that he or they will reside upon the land demised or within five miles thereof for at least six months during the first year of such term and for at least eight months during each of the second third fourth and fifth years of such term provided that if he or they shall cultivate at least one-fourth of the said allotment within the first two years of such term and at least one-half thereof before the end of the fourth year of such term this covenant as to residence shall not operate.

4. That these presents are upon this condition that neither he nor they will transfer assign mortgage sublet or part with the possession of the whole or any part of the land hereby demised within the first six years of this lease. Provided that in the case at any time of the insolvency or death of the lessee it shall be lawful for the assignee or trustee in insolvency or for the executors or administrators of the lessee at any time within twelve months from the date of such insolvency or death to assign these presents to any person who is qualified for becoming a lessee under Part I., Division 3 of Subdivision 4 of the *Land Act* 1901 and such person shall be with respect to this lease in the same position as though he had been the original lessee.

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

6. That he or they will forthwith after the granting of this lease commence and continue to destroy and will within two years after the issue of this lease have destroyed to the satisfaction of the Board the animals and birds by the *Land Act* 1901 included in the term "vermin" or which the Governor in Council may by proclamation in the *Government Gazette* declare to be vermin for the purposes of the said Act upon the land hereby demised and will keep the same free of such animals and birds and of Bathurst burr wild briar and gorse to the satisfaction of the Board.

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

8. That these presents are upon this condition that the lessee shall on the land hereby demised make substantial and permanent improvements certified in writing under the seal of the Board to the value of

for every acre of the said land before the end of the third year from the commencement of this lease, and to the value of a further for every acre before the end of the sixth year from such commencement.

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

10. That every holder of a miner's right or of a 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.

11. That he or they shall and will observe perform fulfil and be bound by the stipulations conditions covenants and provisos contained in the Schedule hereto or which may be made pursuant to the *Land Act* 1901 from time to time by the Governor in Council.

12. 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.

13. That these presents are upon this further condition that the Governor in Council or the Board may at any time enter upon the whole or portion of the land hereby demised for the purpose of resuming the same if required for reserves for public purposes railways roads highways canals or other internal communication through such lands or for reservoirs or for mining purposes. And further that in the event of such entry the lessee his executors administrators and assigns or any mortgagee or licence will remove any improvements from off the land so resumed and relinquish and give up possession of the same to His Majesty.

There shall be paid by His Majesty the actual cost of removing and re-erection of and any actual depreciation in value caused by such removal and re-erection of such improvements and the amount of loss sustained in consequence of the relinquishment of any improvements not removable such cost or amount to be fixed by the Board of Land and Works and to be payable to such person or persons as it determines. Provided that no compensation for severance or for any person's interest in the unexpired term of the lease shall be given or allowed.

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

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

The Common Seal of the Board of Land and Works was hereunto affixed the day of _____ in the year of our Lord One thousand _____ hundred _____ in the presence of—	President. Member.	} (L.S.)
Signed sealed and delivered by the above-named _____ in the presence of—		} (L.S.)

SCHEDULE M<sup>1</sup>.—(CHAP. VI., PART 2.)

RESIDENCE AND CULTIVATION LICENCE ON AURIFEROUS LANDS.

KNOW ALL MEN that I, the Governor of the State of Victoria, in pursuance of the provisions of Section 103 of the *Land Act* 1901, and in consideration of the sum of \_\_\_\_\_ pounds \_\_\_\_\_ shillings paid by \_\_\_\_\_ of \_\_\_\_\_ to the Receiver and Paymaster at \_\_\_\_\_, or other officer authorized to receive the same, and subject to the terms and conditions specified on the back hereof, do hereby give to the said \_\_\_\_\_ full licence and authority so far as regards the surface, and down to a depth of \_\_\_\_\_ feet below the surface, to reside on or cultivate all that piece or parcel of auriferous Crown land more particularly described in the Schedule hereto, which land is within the areas described in the Second Schedule to the *Land Act* 1901, and is not comprised within any city or town, for one year from the date hereof, unless the same be forfeited in accordance with the said conditions.

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

SCHEDULE.

Allotment , section About , parish of acres. , county of

Conditions.

1. This licence only gives to the licensee the right to use the surface of the land and down to a depth of feet below the surface, and only for the purposes for which the licence has been granted, and for no other purpose whatsoever.
2. The licensee will not be permitted to assign or sublet the land or any part thereof, or to part with the possession thereof, or of his interest therein, without the consent of the Minister of the Crown for the time being administering the *Land Act* 1901 (hereinafter called the Minister) first had and obtained.
3. The licensee is required to reside on the land during the continuance of this licence, or within a period of four months from the date hereof to enclose the same with a good and substantial fence, and cultivate at least one-fifth portion thereof.
4. Nothing contained in this licence shall prevent the person or persons seized of the right, title, and interest in any claim or claims which were taken up under miners' rights prior to the date of this licence from entering upon any portion of the land the subject of this licence and holding and occupying the same for mining purposes, without paying any compensation whatsoever; and all such claimholders and their workmen, with or without carts or vehicles, shall at all times have free ingress, egress, and regress to, out of, and upon the said land to and from such claim or claims.
5. It shall be lawful for the Governor or Administrator of the Government of Victoria, with the advice of the Executive Council, from time to time and at all times during the continuance of this licence, to resume any portion of the land hereby licensed, to be set out by the said Governor or Administrator, with the advice aforesaid, if the same be required for any of the purposes for which land may be reserved under the 10th section of the *Land Act* 1901 or for mining purposes, on paying to the licensee such compensation as the Minister may think fit in respect of such land so resumed, but the licensee shall not be entitled to receive or be paid any compensation for severance.
6. The licence may be forfeited if the licensee commit a breach of, or neglect to comply with, any of these conditions.
7. The publication of a notice in the *Government Gazette* purporting to declare that the Governor or Administrator, with the advice aforesaid, has forfeited this licence shall be conclusive evidence that the licence is forfeited.
8. *Notwithstanding anything contained in the fourth and fifth conditions of this licence, any holder of a miner's right or of a licence to search for metals or minerals or of a gold mining or mineral lease shall have the right and shall be allowed to enter upon the land and search for gold, silver, copper, tin, antimony, coal, and other metals and minerals and mineral ores, and to mine thereon, and to erect and occupy mining plant and machinery within the area without making compensation to the licensee for surface or other damage: Provided always that such portions of the land as shall be occupied by buildings shall be secure from such intrusion, unless with the consent of the licensee.*
9. If the land comprised in this licence is fenced, wholly or partly, the licensee shall post, and keep posted at conspicuous places, notices to the effect that the land is licensed under section 103 of the *Land Act* 1901, and may be entered upon at any time for mining purposes, and shall also paint in red colour the corner posts and gate posts in connexion with such fencing from one (1) foot from the ground to the top of the posts as a further indication that the land is available to the miner.
10. Neither the applicant nor any one claiming through or under him shall be entitled to any compensation in respect of damage to be done to such land or any improvements thereon by mining therein or thereon within the meaning of the *Mines Acts*, or by the cutting or removing of any live or dead timber thereon or therefrom for mining purposes within the meaning of the said *Acts*, or for any purpose authorized by the said *Acts*.

SCHEDULE N<sup>o</sup>.—(CHAP. VI., PART 2.)

Section 106 of the *Land Act* 1901.

LICENCE TO OCCUPY FOR RESIDENCE, BUSINESS, OR CULTIVATION PURPOSES WORKED-OUT AURIFEROUS LANDS.

KNOW ALL MEN that I, the Governor of Victoria, in pursuance of the provisions of the *Land Act* 1901, and in consideration of the annual licence-fee of pounds shillings to be paid yearly in advance on the first day of in each year during the continuance of this licence (the sum of £ s. d., the first of such payments, having been made by to the Receiver and Paymaster at or other officer authorized to receive the same) and subject to the terms and conditions specified on the back hereof, do hereby give to the said full licence and authority to reside on carry on business on or cultivate all that piece or parcel of worked-out auriferous Crown land more particularly described in the schedule hereto, which land is within the areas described in the Second Schedule to the *Land Act* 1901, and is not comprised within any city or town, and has been declared to be worked-out auriferous land by Order in Council published in the *Government Gazette*, for years from the date hereof, unless the same be forfeited in accordance with the said conditions.

Dated this day of

SCHEDULE.

Allotment of , section About , parish of acres. , county of

Conditions.

1. This licence is conditional on the licensee paying his rent in the manner and at the time provided by the licence.

2. This licence only gives to the licensee the right to use the land for the purposes for which the licence has been granted, and for no other purpose whatsoever.

3. The land the subject of this licence extends to a depth of 50 feet from the surface, and no further.

4. The licensee may, with the consent of the Minister of the Crown for the time being administering the *Land Act* 1901, hereinafter called the Minister, first had and obtained, assign or give a lien over the land or any part thereof, but not more than one licence shall be held by one and the same person, whether obtained by assignment, operation of law, or otherwise.

5. The licensee is required within a period of four months from the date hereof to enclose the land with a good and substantial fence and to reside on or to erect a place of business and occupy same on the land during the continuance of this licence, or to keep in cultivation at least one-fifth portion thereof during the first year, and a further one-fifth portion during the second, third, fourth, and fifth years respectively.

6. Nothing contained in this licence shall prevent the person or persons seised of the right, title, and interest in any claim or claims which were taken up under miners' rights prior to the date of this licence from entering upon any portion of the land the subject of this licence and holding and occupying the same for mining purposes without paying any compensation whatsoever; and all such claimholders and their workmen, with or without carts or vehicles, shall at all times have free ingress, egress, and regress to, out of, and upon the said land to and from such claim or claims.

7. It shall be lawful for the Governor or Administrator of the Government of Victoria, with the advice of the Executive Council, from time to time and at all times during the continuance of this licence, to resume any portion of the land hereby licensed, to be set out by the Governor or Administrator, with the advice aforesaid, if the same shall be required for any of the purposes for which land may be reserved under the 10th section of the *Land Act* 1901, or for mining purposes, on paying to the licensee such compensation as the Minister may think fit in respect of such land so resumed, but the licensee shall not be entitled to receive or be paid any compensation for severance.

8. The licence may be forfeited if the licensee commit a breach of or neglect to comply with any of these conditions.

9. The publication of a notice in the *Government Gazette* purporting to declare that the Governor or Administrator, with the advice aforesaid, has forfeited this licence, shall be conclusive evidence that the licence is forfeited.

10. Notwithstanding anything contained in the sixth and seventh conditions of this licence, any holder of a miner's right, or of a licence to search for metals and minerals, or of a gold mining or mineral lease shall have the right and shall be allowed to enter upon the land and search for gold, silver, copper, tin, antimony, coal, and other metals and minerals and mineral ores, and to mine thereon, and to erect and occupy mining plant and machinery within the area, without making compensation to the licensee for surface or other damage, unless the land so entered upon be improved by filling in holes, leveling, or planting of fruit trees or vines, in which case the person entering for mining purposes shall pay to the licensee such compensation for surface damage as may be mutually agreed upon. In the event of a disagreement the amount to be determined by arbitration under the provisions of the *Lands Compensation Act* 1890. Provided always that such portions of the land as shall be occupied by buildings shall be secure from such intrusion, unless with the consent of the licensee.

11. Notwithstanding anything contained in the sixth, seventh, and tenth conditions of this licence, this licence is on this further condition, that in the event of the Board of Land and Works, or any other body or person for the time being authorized by any Act of the Legislature of Victoria to construct, maintain, or manage any railway or works in connexion therewith out of moneys appropriated by Parliament for that purpose at any time or times, taking possession and appropriating or using or prejudicially affecting the whole or any part of the land hereby licensed for the purposes of the execution, construction, completion, or extension of any such railway or for any works and conveniences in connexion therewith under or by virtue of the *Lands Compensation Act* 1890, or of any other Act or Acts for the time being in force authorizing the taking, acquiring or using of any lands, tenements, or hereditaments for railway purposes, neither the licensee nor any person or persons claiming from under or through such licensee shall have any claim for or be paid any compensation whatever for or in respect of his, her, or their interest in any of the licensed land so taken, used, or prejudicially affected, or for any damage that may be sustained by him, her, or them by reason of the execution of the railway works or the severance of any land occupied by him, her, or the in from any other land so occupied, or from any road, way, stream, water-course, or other convenience theretofore possessed or enjoyed by him, her, or them; nor shall he, she, or they have any claim to have constructed or maintained any gates, crossings, or other accommodation works under, over, or upon any railway that may be made through or adjacent to the land hereby licensed. Provided that with respect to any buildings, fences, fixtures, or other improvements upon any land in respect of which a notice to treat under the *Lands Compensation Act* 1890 or other Act as aforesaid has been given the licensee or his assigns at any time before such land has been set out, ascertained, and taken possession of and finally appropriated for the purposes of the railway works or undertakings by the Board or other body or person as aforesaid may remove all or any of such buildings, fixtures, fences, or other improvements.

12. If the licensee shall during the currency of this licence fence and reside on, occupy as a place of business, or cultivate the land as specified in the previous conditions during the said period of seven years, and shall prove to the satisfaction of the Board (to be certified under its seal), by such evidence as the Board may require, that he has complied with the said conditions and with all other conditions of this licence, he shall be entitled at any time within twelve months after seven years from the commencement of this licence to demand and obtain from the Governor a Crown grant upon payment of  
for each acre or fractional part of an acre of the said allotment, or of such other sum (if any) not being less than one-eighth part greater nor more than double the sum of \_\_\_\_\_ per acre or fractional part thereof as may be fixed by any Order in Council made in that behalf under and by virtue of the provisions of section 419 of the *Land Act* 1901; and every such grant shall be subject to such covenants, conditions, exceptions, and reservations as the Governor may direct.

13. This licence is on this further condition, that the land the subject of this licence shall during the currency hereof be deemed lands of the Crown within the meaning of section 419 of the *Land Act* 1901, and that upon the making of any Order in Council under the provisions in the said section contained the enhanced licence-fee fixed by such order in Council shall be payable in respect of the land hereby licensed, as though such licence-fee had been so fixed prior to the making of this licence.

SCHEDULE O<sup>4</sup>.—(CHAP. VI., PART 2.)

Rent per annum, £ s. d. No.

GRAZING LICENCE UNDER 105<sup>TH</sup> SECTION LAND ACT 1901.

KNOW ALL MEN that I, the Governor of the State of Victoria, in pursuance of the *Land Act* 1901, and in consideration of the annual rent of \_\_\_\_\_, fixed in accordance with the *Land Act* 1901, duly paid by the person hereinafter mentioned, do hereby give to \_\_\_\_\_ of \_\_\_\_\_ licence and liberty to occupy for grazing purposes the surface of the auriferous Crown land specified in the schedule hereto, and which land forms part of the land described in the Second Schedule to the said Act, and is not at the date hereof required for mining purposes.

This licence is to continue in force for one year from the date hereof, but may be renewed annually, at the option of the licensee, for a period expiring not later than the 29th day of December, 1905, from the expiration hereof, and is issued subject to the conditions on the back hereof.

Dated the \_\_\_\_\_ day of \_\_\_\_\_

## Schedule.

All these Crown lands containing \_\_\_\_\_ acre or thereabouts

## Conditions.

(1) Nothing in the foregoing licence shall be deemed in any manner to affect the right of any person to enter upon the land specified in the said licence for the purpose of searching for, digging, taking, and carrying away of gold, silver, and other minerals, or to dig, take, and carry away the same, and to erect and occupy mining plant and machinery thereon.

(2) Any person duly licensed under section 145 of the *Land Act* 1901 to cut and take away any live or dead timber on Crown lands, and any person specially licensed in that behalf by the Governor in Council, may at all times enter upon the said land and therefrom cut and take away live or dead timber.

(3) Such licence shall not be deemed to prevent the said land from being licensed under section 103 of the *Land Act* 1901, or of being proclaimed a common, or of being occupied by virtue of any miner's right or business licence.

(4) The issue of this licence shall not prevent the land comprised therein, or any part or parts thereof, being dealt with under any of the provisions of the *Land Act* 1901, or being resumed by the Governor or Administrator of the Government of Victoria, with the advice of the Executive Council, for any of the purposes for which land may be reserved under the 10th section of the *Land Act* 1901, such land to be set out by the said Governor or Administrator with the advice aforesaid.

(5) No licensee shall in case of any resumption be entitled to any compensation other than the return of such portion of the rent paid by him as the responsible Minister of the Crown for the time being administering the *Land Act* 1901 may think fit. This licence is also subject to the rights of the holders of miners' rights or of mining leases.

(6) No land comprised in roads from time to time surveyed and marked out within the boundaries of the land comprised in this licence shall be deemed within its operation.

(7) This licence shall entitle the holder thereof, during the period for which it is granted, to use the land therein comprised for grazing purposes only, but shall not confer any right to build thereon or to cultivate any portion thereof.

(8) If the land comprised in this licence is fenced, wholly or partly, the licensee shall post and keep posted at conspicuous places, notices to the effect that the land is licensed under section 105 of the *Land Act* 1901 and may be entered upon at any time for mining purposes, and shall also paint in red colour the corner posts and gate posts in connexion with such fencing from one foot from the ground to the top of the posts as a further indication that the land is available to the miner, and such licensee shall be liable for any contravention of this condition upon the information of any person to a penalty not exceeding twenty pounds.

(9) If the licensee desires a renewal of this licence, notice to that effect shall be given to the said Minister within one calendar month prior to the expiration thereof or of any renewal thereof.

(10) The interest in this licence, or any part thereof, shall not be transferred or parted with without the consent of the said Minister and the payment of a fee of £1.

(11) This licence shall be used under and in accordance with the regulations made or to be made under the provisions of the said Act.

(12) The licensee may be forfeited if the licensee commit a breach of or neglect to comply with any of these conditions.

(13) The publication of a notice in the *Government Gazette* purporting to declare that the Governor or Administrator, with the advice aforesaid, has forfeited this licence shall be conclusive evidence that the licence is forfeited.

(14) The ring-barking of the timber upon the land by the licensee is expressly forbidden, nor is he entitled to destroy or cut and take away any such timber; and should he be found destroying, felling, or removing live or dead timber without a licence authorizing him so to do he may be prosecuted according to law.

SCHEDULE P<sup>4</sup>.—(CHAP. VII., PART 2.)

LEASE UNDER SECTION 131 LAND ACT 1901.—SWAMP OR RECLAIMED LAND.

Entered in the Register Book Vol. \_\_\_\_\_ Fol. \_\_\_\_\_

Assistant Registrar of Titles.

THIS INDENTURE made the \_\_\_\_\_ day of \_\_\_\_\_ One thousand nine hundred \_\_\_\_\_ between His Excellency

Governor and Commander-in-Chief in and over the State of Victoria and its Dependencies in the name and on behalf of His Most Gracious Majesty King Edward VII. of the one part and \_\_\_\_\_

of \_\_\_\_\_ in the said State (hereinafter called the "lessee") of the other part

Whereas the Governor with the advice of the Executive Council has thought fit to grant a lease of the land hereinafter described and demised (such land forming part of the swamp or reclaimed lands in the said State drained and reclaimed under the provisions of the *Land Act* 1901) unto the said lessee who has been declared the highest bidder for and the purchaser

of the right to such lease for a period of twenty-one years from the day of the date hereof at the rent of \_\_\_\_\_ per annum payable quarterly in advance. And whereas the lessee has paid a quarter's rent in advance. Now this Indenture witnesseth that in consideration of the payment aforesaid and of the yearly rent covenants and agreements hereinafter reserved and contained on the part of the said lessee h \_\_\_\_\_ executors administrators and permitted assigns to be paid and performed His Majesty doth by these presents grant and demise unto the lessee h \_\_\_\_\_ executors administrators and permitted assigns the surface and down to a depth of \_\_\_\_\_ feet below the surface of all that piece or parcel of land being part of the land drained and reclaimed from the \_\_\_\_\_ Swamp and being allotment of section \_\_\_\_\_ parish of \_\_\_\_\_ county of \_\_\_\_\_ containing \_\_\_\_\_ more or less and also delineated on the plan drawn on the margin of these presents with the appurtenances. Excepting and reserving to His Majesty his heirs and successors all gold and silver and auriferous and argentiferous earth or stone and all copper tin antimony coal and all other metals and minerals whatsoever and all mines seams veins lodes and deposits containing gold silver copper tin antimony coal and other metals and minerals in upon and under the said demised premises together with liberty for His Majesty his heirs and successors and his and their agents servants lessees licensees and assigns at any time or times during the said term to enter upon the said land and to search and mine therein for gold silver copper tin antimony coal and other metals and minerals and to remove therefrom any gold silver auriferous and argentiferous earth or stone copper tin antimony coal and other metals and minerals and for the purposes aforesaid to sink shafts make drives erect machinery and do any other things which may be necessary or usual in mining. And also reserving and excepting unto His Majesty his heirs and successors the right of resumption of such parts of the said land as shall from time to time be required by the Governor in Council for the formation of public roads highways or bridges and also such parts of the said land as shall from time to time be required for the construction of railways railway works or stations already or hereafter authorized to be constructed. To have and to hold the premises hereby demised with their appurtenances unto the said \_\_\_\_\_ h \_\_\_\_\_ executors administrators and assigns for the term of Twenty-one years from the day of the date of these presents. Yielding and paying therefor during the said term the yearly rent of \_\_\_\_\_ by four equal quarterly payments in advance of \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ and the \_\_\_\_\_ day of \_\_\_\_\_ in each year clear of all deductions the first of such quarterly payments having been already made as aforesaid. And the said lessee doth hereby for h \_\_\_\_\_ self h \_\_\_\_\_ heirs executors and administrators covenant and agree with His Majesty his heirs and successors that he the said lessee h \_\_\_\_\_ executors administrators or assigns will during the said term observe and perform and be bound by the several covenants conditions provisos agreements acts matters and things hereinafter contained (that is to say) :-

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

1. That he or they will pay the said rent in manner aforesaid clear of all deductions.
2. That he or they will during the said term pay and discharge all and all manner of taxes rates duties charges assessments and impositions whatsoever whether the same be payable by landlord or tenant or partly by each in respect of the land hereby demised.
3. That he or they will not assign sublet subdivide or part with the possession of the said land without the consent in writing of the Board of Land and Works being previously had and obtained.
4. That he or they will at all times during the said term keep open and free from obstruction and to the satisfaction of the Board of Land and Works all canals ditches drains cuts channels water-courses sewers and works (which several matters and things are hereinafter included and referred to under the term "drains") now upon the land hereby demised and the portions of the several drains adjacent to such land shown on the plan in the margin and thereon coloured blue which shall at any time during the continuance of this demise exist and be upon the land hereby demised or be upon any road or reservation abutting or bounding the same or any part thereof and within a distance of not more than 66 feet from such part and that he and they shall not nor will do or cause or permit to be done upon the said land or any part thereof any act deed or thing whereby such drains may be injured or endangered.
5. That he or they will forthwith fence off to the satisfaction of the Board of Land and Works all such drains on each side thereof with a substantial fence and prevent all live stock from having access to the banks thereof and shall to the like satisfaction similarly fence the land hereby demised on any side frontage or portion thereof which is not bounded by any such drain and all such fences keep in good and substantial repair and to the like satisfaction during the whole of the said term.
6. That he and they will not water or permit to be watered any live stock at any time on the land hereby demised at the said drains except by means of one or more side cuttings leading therefrom to be made by and at the expense of the lessee h \_\_\_\_\_ heirs executors or administrators.
7. That if any such drain now forms or at any time hereafter during the continuance of this demise shall form and be the boundary between the land hereby demised and any other swamp or reclaimed land demised to any other lessee as swamp or reclaimed land within the meaning of the Land Act 1901 it shall not be obligatory on the lessee h \_\_\_\_\_ executors administrators or assigns so long as such other land is the subject of a demise to any other person or persons to clear out keep open or fence off under any preceding covenant of this indenture more than that portion of such boundary drain on which the land hereby demised abuts or of which it forms the boundary to the centre thereof.

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

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

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

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

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

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

In witness whereof His Majesty hath caused this Demise to be sealed at Melbourne with the seal of the said State and His Excellency

Governor and Commander-in-Chief in and over the said State of Victoria and its Dependencies has hereunto set his hand and the lessee hereunto set his hand and seal.

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

SCHEDULE Q<sup>1</sup>—(CHAP. VII., PART 2.)

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

CONDITIONAL PURCHASE LEASE, SWAMP OR RECLAIMED LANDS.

THIS INDENTURE dated in accordance with the Land Acts the first day of            in the year of our Lord One thousand nine hundred and            (being the day the person hereinafter named became entitled to this lease) between His Excellency Governor and Commander-in-Chief in and over the State of Victoria and its Dependencies with the advice of the Executive Council thereof in the name and on behalf of His Most Gracious Majesty King Edward VII. of the first part the Board of Land and Works (hereinafter referred to as the "Board") of the second part and

Victoria (hereinafter called the "lessee") of the third part Whereas the lessee under the provisions of Division 6 of Part I. of the *Land Act* 1901 has made application for the conditional purchase by Sixty-two half-yearly instalments of

each and one further instalment of of the allotment of swamp or reclaimed land hereinafter referred to valued at the sum of And whereas such value with interest thereon calculated at the rate of Four pounds ten shillings per centum per annum for years (the term agreed upon by the lessee and the Board as that over which the payments of purchase money shall extend) amounting in the whole to the sum of

And whereas the lessee has with his application paid the sum of on account of the first two half-yearly instalments of principal and interest (which instalments have been calculated in accordance with the tables in force on the first day of July One thousand eight hundred and ninety-nine applicable for the repayment by half-yearly instalments of an advance of lent at Four pounds ten shillings per centum interest per annum for

years by the Commissioners of Savings Banks under Division 3 of Part I. of the *Savings Bank Act 1890 Amendment Act 1896*) Witnesseth that in consideration of the payments hereby covenanted to be made and the covenants conditions and provisos herein contained and on the part of the lessee his executors administrators and assigns to be observed and performed His Majesty doth by these presents grant and demise unto the lessee the surface and down to a depth of feet below the surface of all that piece of land situate in the county of parish of in the State of Victoria

containing and shown with the measurements and abutments thereof in the map or diagram drawn in the margin of these presents and in such map or diagram coloured yellow to have and to hold the said piece of land unto the lessee his executors administrators and assigns for the term of years from the day of the date of these presents unless sooner determined as hereinafter

provided Excepting and reserving nevertheless unto His Majesty his heirs and successors the right of re-sumption for public purposes and in accordance with the provisions and conditions hereinafter expressed and contained the whole or such parts of the said land as may from time to time be required for water supply purposes irrigation purposes reservoirs dams races

water-courses or drains or for railways roads or high-ways or for mining purposes or for any public purpose whatsoever such land or such parts of the same (as the case may be) when the same is required for any of the purposes aforesaid to be set out by description in a proclamation in the *Government Gazette* and also described in a notice in writing to the lessee his executors administrators or transferees by the Governor for the time being acting with the advice of the Executive Council such notice to the lessee his executors administrators or assigns being delivered to or sent through the post office addressed to the occupier of the land for the time being And further excepting and reserving unto His Majesty his heirs and successors all gold and silver 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 His Majesty his heirs and successors and his 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 1901* to mine in and upon Crown lands Provided that compensation shall be paid to the lessee his executors administrators or assigns by any such person for surface damage to be done to such land by reason of mining thereon such compensation to be determined as provided by law and the payment thereof to be a condition precedent to such right of entry Yielding and paying therefor the sum of by equal half-yearly instalments of each on the first day of

and the first day of in every year clear of all deductions Payment of the first two of such half-yearly instalments having been made the next of the said half-yearly payments to be made on the first day of that will be in the year One thousand nine hundred and the last of the said half-yearly instalments to be made on the first day of next preceding the expiration of the term hereby created And the lessee doth hereby for himself his heirs executors administrators and assigns covenant and agree with His Majesty his heirs and successors and with the Board that he the lessee his executors administrators or assigns will observe and perform and be bound by the several covenants conditions provisos agreements acts matters and things hereinafter contained (that is to say) :—

1. That he or they will pay the instalments payable hereunder at the times and in manner hereinbefore appointed for payment thereof clear of all deductions.

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

3. That these presents are on this further condition that the lessee shall on the land hereby demised make substantial and permanent improvements certified in writing under the seal of the Board to the value of Ten shillings for every acre of the said land in each of the first three years from the commencement of this lease.



4. That these presents are on this further condition that the lessee shall not transfer assign mortgage or sublet or part with the possession of the whole or any part of the land hereby demised within the first six years of this lease.

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

6. That he or they will forthwith after the granting of this lease commence to destroy and will within two years after the granting of this lease have destroyed to the satisfaction of the Board of Land and Works the animals and birds by the *Land Act* 1901 included in the term "vermin" or which the Governor in Council may by proclamation in the *Government Gazette* declare to be vermin for the purposes of the said Act upon the land hereby demised and will keep the same free of such animals and birds and free of Bathurst burr wild briar and gorse to the satisfaction of the Board of Land and Works.

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

8. That he or they will at all times during the term hereby created keep open and free from obstruction and to the satisfaction of the Board all canals ditches drains cuts channels water-courses sewers and works (which several matters and things are hereinafter included and referred to under the term drains) now upon the land hereby demised and the portions of the several drains adjacent to such land which shall at any time during the continuance of this demise exist and be upon the land hereby demised or be upon any road or reservation abutting or bounding the same or any part thereof and within a distance of not more than one hundred and thirty-two feet from such part and that he or they will not do or cause or permit to be done upon the said land or any part thereof any act or thing whereby such drains may be injured or endangered.

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

10. That neither he nor they will water or permit to be watered live stock on the land hereby demised at the said drains except by means of one or more side cuttings leading therefrom to be made by and at the expense of the lessee his executors administrators or assigns.

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

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

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

14. That he or they shall and will observe perform fulfil and be bound by the stipulations conditions covenants and provisos contained in the Schedule hereto or which may be made pursuant to the *Land Act* 1901 from time to time by the Governor in Council.

15. That these presents are upon this condition that if and whenever there shall be a breach of or non-compliance with any of the covenants stipulations conditions provisos or agreements by the lessee herein contained and the Governor in Council shall determine that this lease shall in consequence be avoided (and the production of the minute of the proceedings of the Executive Council whereat such determination was arrived at shall be conclusive evidence thereof) then these presents and the term hereby created shall be void and of no effect. Provided that forfeiture for non-payment of any instalment may be prevented by payment of such instalment with an additional sum equal to Five per centum of the amount of such instalment within three months of the due date thereof or of Ten per centum of such amount within six months of such date.

16. That these presents are upon this further condition that the Governor in Council or the Board may at any time enter upon the whole or any portion of the land hereby demised for the purpose of resuming any lands comprised therein required for reserves for public purposes roads railways canals reservoirs or for mining purposes. The lessee upon such entry shall remove any improvements from the land so resumed and relinquish and give up possession of the same to His Majesty. There shall be paid by His Majesty his heirs or successors the actual cost of removing and

re-erecting and any actual depreciation in value caused by such removal and re-erection of the improvements and the amount of loss sustained in consequence of relinquishing improvements not removable such cost or amount shall be fixed by the Board but shall not include compensation for severance or for any person's interest in the land and may be paid to such person or persons as the Board determines.

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

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

In witness whereof His Excellency Governor and Commander-in-Chief in and over the State of Victoria and its Dependencies hath on behalf of His Majesty the King caused this demise to be sealed with the seal of the said State on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ the Board of Land and Works hath hereunto affixed its common seal and the lessee hath hereunto set his hand and seal the day and year first above-written.

The Common Seal of the Board of Land and Works was hereunto affixed the day of _____ in the year of our Lord One thousand nine hundred _____ in the presence of—	President. Member.	(L.S.)
Signed sealed and delivered by the above-named _____ in the presence of—		(L.S.)

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

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

SCHEDULE R4.—(CHAP. VII., PART 2.)

PERPETUAL LEASE OF SWAMP OR RECLAIMED LANDS.

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

THIS INDENTURE made the first day of \_\_\_\_\_ in the year of our Lord One thousand nine hundred and \_\_\_\_\_ between His Excellency \_\_\_\_\_ Governor and Commander-in-Chief in and over the State of Victoria and its Dependencies with the advice of the Executive Council thereof in the name and on behalf of His Most Gracious Majesty King Edward VII. 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 His 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 State 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 nine hundred and \_\_\_\_\_ and thenceforward in perpetuity for so long as the lessee his executors administrators or assigns shall continue to pay the rent hereby reserved as the same becomes due and shall observe and perform the covenants conditions and provisos herein contained and on the part of the lessee his executors administrators and assigns to be observed and performed Excepting and reserving nevertheless unto His Majesty his heirs and successors the right of resumption for public purposes and in accordance with the provisions and conditions hereinafter expressed and contained such parts of the said land as may from time to time be required by the Governor in Council for water supply purposes irrigation purposes reservoirs dams races water-courses or drains or for public roads or high-ways or for mining purposes or for any public purpose whatsoever or by the Board or the Victorian Railways Commissioner for railway purposes such parts of the said land when the same is required for any of the purposes aforesaid to be set out by description in a proclamation in the *Government Gazette* and also described in a notice in writing to the lessee his executors administrators or transferees by the Governor for the time being acting with the advice of the Executive Council such notice to the lessee his executors administrators or assigns being delivered to or sent through the post office addressed to the occupier of the land for the time being And further excepting and reserving unto 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 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 His Majesty his heirs and successors and his 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 1901* to mine in and upon Crown lands Provided that compensation shall be paid to the lessee his executors administrators or assigns by any such person for surface damage to be done to such land by reason of mining thereon such compensation to be determined as provided by law and the payment thereof to be a condition precedent to such right of entry Yielding and paying therefor in advance on the first day of \_\_\_\_\_ in every year clear of all deductions the rent calculated at the rate of \_\_\_\_\_ per annum until the twenty-ninth day of

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

December One thousand nine hundred and nine and for the period of ten years from the twenty-ninth day of December One thousand nine hundred and nine and for every successive period of ten years thereafter calculated at such amount per annum as shall from time to time be fixed by the Board of Land and Works And the lessee doth hereby for himself his heirs executors administrators and assigns covenant and agree with His Majesty his heirs and successors and with the Board that he the lessee his executors administrators or assigns will observe and perform and be bound by the several covenants conditions provisos agreements acts matters and things hereinafter contained (that is to say):—

1. That he or they will pay the rent for the time being payable hereunder at the times and in manner hereinbefore appointed for payment thereof clear of all deductions.
2. That he or they will during the continuance of this demise pay all existing and future rates assessments and taxes for the time being payable either by landlord or tenant in respect of the said premises.
3. That these presents are upon this condition that neither he nor they will transfer assign mortgage sublet or part with the possession of the whole or any part of the land hereby demised within the first six years of this lease Provided that in the case at any time of the insolvency or death of the lessee it shall be lawful for the assignee or trustee in insolvency or for the executor or administrator of the lessee at any time within twelve months from the date of such insolvency or death to assign these presents to any person who is qualified for becoming a lessee under Part I. Division 3 Subdivision 4 of the *Land Act 1901* and such person shall be with respect to this lease in the same position as though he had been the original lessee.
4. That he or they after the expiration of the period of six years in the last preceding clause mentioned will not transfer assign or mortgage the land hereby demised without the written consent of the Board of Land and Works first had and obtained it being a condition of these presents that if at any time after the expiration of the first six years hereof the Board is satisfied that all the covenants and conditions hereof have been complied with that the lessee may with the written consent of the Board transfer mortgage sublet or part with the possession of the whole or any part of the land hereby demised.
5. That he or they will forthwith after the issue of this lease commence and continue to destroy and will within two years after the granting of this lease have destroyed to the satisfaction of the Board of Land and Works the animals and birds by the *Land Act 1901* included in the term "vermin" or which the Governor in Council may by proclamation in the *Government Gazette* declare to be vermin for the purposes of the said Act upon the land hereby demised and will keep the same free of such animals and birds and Bathurst burr wild briar and gorse to the satisfaction of the Board of Land and Works.

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

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

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

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

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

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

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

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

14. That he or they shall and will observe perform fulfil and be bound by the stipulations conditions covenants and provisos contained in the Schedule hereto or which may be made pursuant to the *Land Act* 1901 from time to time by the Governor in Council.

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

16. That these presents are upon this further condition that the Governor in Council or the Board may at any time enter upon the whole or portion of the land hereby demised for the purpose of resuming the same if required for reserves for public purposes railways roads highways canals or other internal communication through such lands or for reservoirs or for mining purposes. And further that in the event of such entry the lessee his executors administrators and assigns or any mortgagee or lencee will remove any improvements from off the land so resumed and relinquished and give up possession of the same to His Majesty. There shall be paid by His Majesty the actual cost of removing and re-erecting and any actual depreciation in value caused by such removal and re-erecting of such improvements and the amount of loss sustained in consequence of the relinquishment of any improvements not removable such cost or amount to be fixed by the Board of Land and Works and to be payable to such person or persons as it determines. Provided that no compensation for severance or for any person's interest in the unexpired term of the lease shall be given or allowed.

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

and these presents shall be conclusive evidence of the leave and licence of the lessee his executors or administrators and all persons claiming from under or through him or them to any bailiff of Crown lands and all persons acting in the matters complained of in such action or other proceedings.

In witness whereof His Excellency

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

The Common Seal of the Board of Land and Works was hereunto affixed the day of _____ in the year of our Lord One thousand _____ hundred in the presence of—	}	(L.S.)
Signed sealed and delivered by the above-named _____ in the presence of—	}	(L.S.)

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

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

SCHEDULE S'.—(CHAP. VIII., PART 2.)

LEASE UNDER SECTION 142 OR 143 OR 144, LAND ACT 1901.

THIS INDENTURE made the \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord One thousand eight hundred and \_\_\_\_\_ Between His Excellency Governor and Commander-in-Chief in and over the State of Victoria and its Dependencies in the name and on behalf of His Most Gracious Majesty King Edward VII. of the one part and \_\_\_\_\_ (hereinafter called the "lessee") of the other part.

Now this Indenture Witnesseth that in consideration of the rents reservations covenants provisos and agreements hereinafter contained on the part of the said lessee \_\_\_\_\_ executors administrators and assigns to be paid observed and performed His Majesty doth by these presents grant and demise unto the lessee \_\_\_\_\_ executors administrators and licensed assigns All and singular the surface and down to a depth of \_\_\_\_\_ feet below the surface of the lands and hereditaments mentioned and described in the schedule hereunder written and shown with the measurements and abutments thereof in the map drawn in the margin of these presents and therein coloured yellow together with the appurtenances thereto belonging Reserving and excepting nevertheless unto His Majesty his heirs and successors all gold and silver and auriferous and argentiferous earth or stone and all copper tin antimony coal and all other metals and mineral ores whatsoever and all mines seams veins lodes and deposits containing gold silver copper tin antimony coal and all other metals and minerals and mineral ores in upon and under the demised land together with liberty to His Majesty his heirs and successors and his and their agents servants lessees licensees and assigns at any time or times hereafter during the said term to enter upon the said land and to search and mine therein for gold silver copper tin antimony coal and all other metals and minerals and mineral ores and to extract and remove therefrom any gold silver and any auriferous and argentiferous earth or stone copper tin antimony coal and all other metals and minerals and mineral ores and for the purpose aforesaid to sink shafts erect machinery carry on any works and do any other things which may be necessary or usual in mining Provided that the said land is and shall be subject to the right of any person being the holder of a miner's right or of a licence to search for metals and minerals or of a mining or mineral lease to enter thereon and to mine for gold silver copper tin antimony coal and all other metals and minerals and mineral ores and to erect and occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those to which such person had at the time of the passing of the *Land Act 1901* the right to mine for gold and silver in and upon Crown lands provided that compensation shall be paid to the lessee his executors administrators assigns and transferees by such person for surface damage to be done to such lands by reason of mining thereon such compensation to be determined as provided by law and the payment thereof to be a condition precedent to such right of entry And also all sand clay gravel and indigenous timber and all earth and stone and other materials the produce of the said land which may be required at any time or times hereafter for the construction or repair of any public ways bridges canals or railroads or any fences embankments dams sewers or drains necessary for the same Together with the right of searching digging for working taking and removing all such materials and also with the right of full and free ingress egress and regress into out of and upon the said land at all reasonable times for such purposes And also reserving and excepting the use of all such parts of the said land

as shall be required for making railways canals water-courses reservoirs dams or sewers over in upon or through the same with full and free liberty of ingress egress and regress into out of and upon the said land at all reasonable times for such purposes but nevertheless so as not to do or occasion by the carrying out of any of such purposes any unnecessary damage to the land hereby demised or any buildings or works thereon and making compensation for such damage as may be done or occasioned by the carrying out of the same And also reserving and excepting unto our subjects and people in the said State the public use of all such parts of the said land as shall from time to time be proclaimed as or otherwise become either a main or district road or other public highway or thoroughfare To have and to hold the said land and premises unto the lessee executors administrators and licensed assigns from the day of the date hereof for and during the full term of years then next ensuing and fully to be completed and ended to the intent that the same land and premises shall be used as and for no other purpose whatsoever Yielding and paying therefor yearly and every year during the said term the yearly rent of by equal quarterly payments of in advance on the day of the the day of the day of and the day of in each year the first payment to be made on the day of the date hereof and all such payments to be made without any deduction or abatement whatsoever And the lessee for heirs executors administrators and assigns do hereby covenant and agree with His Majesty his heirs and successors that he the lessee his executors administrators or assigns will during the said term observe perform and be bound by the several covenants conditions provisos agreements acts matters and things hereinafter contained (that is to say)—

1. That he or they will well and truly pay or cause to be paid the yearly rent hereby reserved upon the days and times hereinbefore appointed for the payment of the same free and clear from all deductions and abatements whatsoever.
2. That he or they will during the same term bear pay and discharge all and all manner of taxes rates duties charges assessments and impositions whatsoever whether the same be payable by landlord or tenant or partly by each in respect of the land and premises hereby demised and shall and will use the said land and premises hereby demised for the purpose aforesaid and for no other purpose whatsoever.
3. That he or they will furnish when required during the said term to the Governor of the said State or the Registrar-General or Government Statist for the time being such returns particulars and statistics of the operations theretofore carried on or to be carried on upon the said land and the results thereof as such Governor Registrar-General or Statist may from time to time in that behalf require accompanied by a statutory declaration of the truth and correctness thereof.
4. That he or they will permit His Majesty his heirs successors and assigns or his or their servants and agents or the servants and officers of the Board of Land and Works of the State of Victoria at all proper and seasonable times during the said term without any interruption or disturbance from him or them or from his or their tenants agents workmen or servants to enter into and upon the said land works and premises hereby demised or any part thereof to view and examine the state and condition thereof.
5. That he or they will make such arrangements for the prevention of nuisance and for the observance of decency and adopt such sanitary measures generally as the Governor in Council may from time to time approve of or require.
6. That if the lessee executors administrators or assigns shall fail at any time during the said term to use the said land and premises for the purpose aforesaid these presents shall be voidable and the said term may be determined as hereinafter provided.
7. That he or they will not assign set over sublet mortgage charge or otherwise part with or encumber the premises hereby demised or any part or parts thereof without the consent in writing of the Governor of the said State or other person or persons authorized for the time being to grant leases of Crown lands for the purpose for which the said land is hereby demised under his or their hand and seal or hands and seals first obtained.
8. That he or they shall not on the expiration or other sooner determination of this demise be entitled to any valuation or compensation for any improvements effected on the said land and premises or to any renewal of this lease.
9. That these presents are upon this express condition that if the lessee executors administrators or assigns shall at any time during the continuance of this demise fail to use the demised land and premises *bona fide* for the purpose aforesaid or shall use the same for any other purpose or if and whenever any part of the rent hereinbefore reserved shall be in arrear for one week whether the same shall have been demanded or not or if and whenever there shall be a breach of any of the covenants conditions and provisos hereinbefore contained then and in such case it shall thereupon be lawful for the Governor in Council to declare this lease to be forfeited and then His Majesty his heirs and successors or assigns by His or their agents or officers authorized by the Governor in Council for that purpose or any bailiff of Crown lands may enter forthwith into and upon the said demised premises and repossess and enjoy the same as fully and effectually as if these presents had not been made and executed And it is hereby agreed and declared that in any such case it shall be lawful for His Majesty his heirs successors or assigns and His or their agents or officers authorized as aforesaid and any bailiff of Crown lands without any demand whatsoever to enter upon the said land hereby demised and the lessee his executors administrators and assigns and all persons claiming from under or through him or them for ever to expel and remove therefrom without any legal process whatsoever and as effectually as any sheriff might do in case His Majesty his heirs successors or assigns had obtained judgment for recovery of possession thereof and a writ of possession or other process had issued on such judgment directed to such sheriff in due


form of law and then in case of such entry and any action being brought or other proceedings taken for the same by any person whomsoever the defendants to such action may plead leave and licence in bar thereof and these presents shall be conclusive evidence that all events had happened and all conditions were fulfilled and all times elapsed necessary to entitle the Governor in Council to declare this lease forfeited and that this lease had been declared forfeited as hereinbefore provided and of the leave and licence of the lessee executors administrators or assigns and all persons claiming from under or through him or them to His Majesty his heirs successors and assigns and to such agent or officer so authorized as aforesaid and to any bailiff of Crown lands and all persons acting therein by His or their or any of their order for the entry or trespass or other matters to be complained of in such action or other proceeding.

In testimony whereof His Majesty hath caused this demise to be sealed with the seal of the said State and His Excellency Governor and Commander-in-Chief in and over the said State of Victoria and its Dependencies at Melbourne has hereunto set his hand and the lessee hereunto set hand and seal the day and year first herein written.

SCHEDULE ABOVE REFERRED TO.

All that piece or parcel

SCHEDULE T<sup>1</sup>.—(CHAP. IX., PART 2.)

Corr. No. \_\_\_\_\_ Number of licence—  
 E.  R. This number should be quoted in any correspondence relating to this licence.  
 Fee per annum, payable as follows:—

VICTORIA.  
 Schedule of Payments.

£	s.	d.	Initials of Receiver.	Date of Receipt.	Department of
					Lands and Survey,
					Melbourne,

SECTION 145, THE "LAND ACT 1901."

KNOW ALL MEN that I, the undersigned, being in that behalf duly authorized by the Governor of the State of Victoria, do hereby, in pursuance of the Land Act 1901, give and grant to \_\_\_\_\_ of \_\_\_\_\_ in consideration of the payment of the annual sum of \_\_\_\_\_ pounds shillings \_\_\_\_\_ pence, in instalments as specified in the schedule prefixed hereto in advance, to the Receiver of Revenue at \_\_\_\_\_ subject to the fulfilment of the conditions printed or written on the back hereof full licence and authority, so far as regards the surface, to enter upon on and after date hereof, and to occupy until \_\_\_\_\_ and no longer, the Crown lands more particularly described or delineated in the schedule hereto, for the following purpose, that is to say:—

Schedule.

Description.	Diagram where necessary.
All the Crown land situate at _____ in the parish of _____ containing _____ acres _____ roods _____ perches, or thereabouts, as per diagram annexed, subject to any modification of boundaries of the site that may be deemed necessary at any time during the currency of this licence.	

Signature \_\_\_\_\_

N.B.—Be careful to observe that this licence expires on the day of \_\_\_\_\_

This licence, together with the receipt for the current quarter's fee, must be produced at all times when demanded, and must be produced to the Receiver whenever money is being tendered on account thereof.

CONDITIONS UNDER WHICH THIS LICENCE IS ISSUED.

1. The land described in this licence shall not be sublet.
2. This licence shall be produced by the licensee upon the request of any bailiff of Crown lands or police constable or officer.
3. When the holder of the licence does any act which, if it were done without licence, would be punishable as trespass, or if he fail to produce his licence when asked to do so by any bailiff of Crown lands or any police constable or officer, he shall be conclusively deemed to be a person not licensed or otherwise authorized to do such act within the meaning of the 161st section of the Land Act 1901.
4. The non-observance or non-compliance with, or the non-performance of, any of the obligations or conditions specified in this licence shall render this licence null and void, and the Minister may thereupon cause the land in respect to which this licence has been granted to be re-entered upon and dealt with as unoccupied Crown land.
5. If, during the period for which this licence is issued, the Governor deem the resumption of the whole or any part of the land described in this licence necessary for public purposes, the Governor may resume possession of the land, or of part thereof, without giving compensation to the licensee for so doing, at the expiration of three months after the licensee has been served with a notice under the seal of the Board of Land and Works of the intention to resume possession of the land, or of part thereof.

6. Any holder of a miner's right or of a licence to search for metals or minerals or of a gold-mining or mineral lease shall have the right and shall be allowed to enter upon the land and search for gold, silver, copper, tin, antimony, coal, and other metals and minerals, and mineral ores, and to mine thereon, and to erect and occupy mining plant or machinery, within the area without making compensation to the licensee for surface or other damage, provided always that such portions of the land as shall be occupied by buildings shall be secure from such intrusion, unless with the consent of the licensee.

CONDITIONS IN CERTAIN CASES.

- If the licence be for obtaining and removing stone of any description or brick or other earth The site herein licensed must be enclosed by a substantial 3-rail fence, not removable by the licensee at the termination of his tenure hereof, but to belong to the Crown.
- If the site abut on a public road, the slope of excavation from edge of the road to the bottom of the quarry shall not be steeper than 1 to 1. Ground shall not be broken within 6 feet of road.
- If the licence be for fisherman's residence The licensee herein mentioned is permitted the use of adjacent unappropriated Crown lands for drying nets and to take dead wood for fuel for domestic use.
- If the licence be for brick-kilns The site to be enclosed by a substantial 3-rail fence, not removable by the licensee at the termination of his tenure of the site. Trees on such site may be cut down and made use of for the kilns by the licensee, but no wood beyond the boundaries of the site shall be removed from Crown lands for use at the brick kilns unless a "wood licence" be taken out by each person employed by the licensee in procuring wood.
- If the licence be for lime-kilns Wood for fuel for the kilns shall not be obtained on Crown lands unless a "wood licence" be taken out by each person employed by the licensee to procure the wood.
- If the licence be for a tannery, factory, creamery, or paper mill Wood shall not be cut from Crown lands beyond the boundaries of the site specified in this licence, unless a "wood licence" be taken out by each person employed by the licensee in cutting and taking away wood for the use of the mill herein licensed.
- If the licence be for a site for a rural inn This licence only confers the right to occupy the land as a site for a rural inn. Fermented or spirituous liquors can only be sold thereat under the usual publican's licence authorized by the licensing bench of magistrates.

SPECIAL CONDITION.

SCHEDULE U<sup>1</sup>.—(CHAP. IX., PART 2.)

Fee per	—£	E.		R.	No
VICTORIA.					

Section 145 of the Land Act 1901.

KNOW ALL MEN that I, being in that behalf duly authorized by the Governor of the State of Victoria, do hereby, in pursuance of the Land Act 1901, give and grant to \_\_\_\_\_ of \_\_\_\_\_ in consideration of the payment of the sum of \_\_\_\_\_ and subject to the fulfilment of the conditions printed or written on the back hereof, full licence and authority to enter upon, on and after date hereof, and to occupy for \_\_\_\_\_ and no longer, the Crown lands described in the schedule hereto for the following purpose, that is to say:—

To obtain and remove \_\_\_\_\_ therefrom.

Schedule.

All those Crown lands

Licensing Agent.

Countersigned—

Issuer authorized by the Treasury.

This licence shall have no effect until countersigned by the Issuer authorized by the Treasury.

N.B.—Be careful to observe that this licence expires on the day of \_\_\_\_\_

CONDITIONS OF LICENCE.

The conditions of such licence shall be as follow, so far as circumstances will permit:—

- a. The payment of the fee shall be made by the licensee in advance.
- b. The licence shall be available for one person and one dray only, and shall be produced by the licensee upon the request of any bailiff of Crown lands or police constable.
- c. The licence shall be liable to revocation at any time by the Minister, without any liability to satisfy any claim by the said licensee for compensation.
- d. If the licence be for the purpose of obtaining shell or seaweed, then it shall be issued to the licensee subject to the provision that the licence shall be null and void if the licensee traffic in any way with the shell or seaweed dug or taken away under the provisions of the licence, or dispose of such shell or seaweed in any way other than as manure upon the licensee's own land only.
- e. If the licence be for the purpose of obtaining and removing surface stone, the land specified in the licence shall not be excavated to a greater depth than twenty inches below the natural surface of the ground, and no blasting operations will be permitted.
- f. If the licence be for the purpose of obtaining sand or loam, it shall be issued subject to the condition that such sand or loam shall not be dug or taken away from the beds or banks of rivers, creeks, lakes, or lagoons.

The condition specified hereunder shall be inserted in all licences issued under section 145 of the Land Act 1901, for the purpose of obtaining limestone within the Warrnambool district.

Condition.

That all excavations made by the licensee within the boundaries of his licensed area shall be filled up by him to the satisfaction of the Crown lands bailiff.



SCHEDULE V<sup>4</sup>.—(CHAP. IX., PART 2.)

## CONDITIONS OF LICENCE FOR LIME SITES NORTH OF AND ADJOINING THE BOTANICAL GARDENS AT GEELONG.

1. The portion of surface soil required to be removed shall be carefully preserved, and shall be placed apart by itself within the boundaries of the site, and all waste soil and débris shall be deposited in such places as may be directed by the Town Surveyor of Geelong.
2. The road may be diverted for the purpose of quarrying for limestone and relaid, with the concurrence and under the direction of the Town Surveyor aforesaid.
3. Kiln sites can only be obtained east of those now under licence.
4. Quarrying operations shall not be carried on within the boundaries of the land under licence in such a manner as will, in the opinion of the Town Surveyor, endanger the public safety.
5. Quarrying or other operations by the licensee must not in any way interfere with or obstruct the public safety.
6. The licensee shall, within one month, commence to quarry the limestone on the site for which he shall hold a licence, and convert the limestone so raised into good marketable lime, and shall, at the expiration of three months from the date of his licence, and during each and every week thereafter, while his licence or any renewal thereof is in force, make and produce from the stone so quarried 900 bags (if required) of good marketable roche lime per week from each site; provided that there shall always be on hand at the kiln ready for sale to the public, in the order in which applications may be made or lodged, not less than 500 bags of such lime to supply the demands of the public.
7. That each bag of lime shall contain not less than three bushels of well-burned, screened, marketable lime; and not more than Two shillings and threepence per bag shall be charged if delivery be required at the kiln, or into boats, as is now the practice in connexion with the Limeburner's Company at Geelong; and three shillings per bag if delivery be required at the wharf in Melbourne. The bags shall be the property of the licensee, who will be entitled to charge One shilling per bag, which amount will be refunded, provided the bags be returned in good order within ten days.
8. That if at any time during the currency of a licence, or of any renewal thereof, the licensee has not worked and is not working the lime site fully and fairly according to his licence, or has wilfully failed and neglected to have on hand at the kilns not less than 500 bags of lime to supply the requirements of the public as aforesaid, or that the lime prepared by the licensee is not good marketable roche lime, pure in quality, and that the bags do not contain three bushels of lime as aforesaid, due allowance being made for waste by transit to Melbourne, or that more has been demanded for each bag of lime than Two shillings and threepence or Three shillings at the respective places of delivery as aforesaid; then and in such case, after the licensee shall have had an opportunity of showing cause against such forfeiture, in the manner provided by the 198th section of the *Land Act 1901*, the licence may be forfeited, and thereupon all moneys previously paid by the licensee, together with all erections, improvements, plant, and materials then on the lands mentioned in such licence, shall become and be the property of the Board of Land and Works; and the production of a copy of the *Government Gazette* containing a notice, purporting to be signed by the Minister of Lands, of the forfeiture of the licence shall be conclusive evidence that such licence has been lawfully determined and annulled.

SCHEDULE W<sup>4</sup>.—(CHAP. IX., PART 2.)

## RESIDENCE LICENCE.—STATE FOREST.

KNOW ALL MEN that I, being in that behalf duly authorized by the Governor of the State of Victoria, do hereby, in pursuance of the provisions of the *Land Act 1901*, give to \_\_\_\_\_ of \_\_\_\_\_, in consideration of the payment of Two shillings and sixpence to the Receiver and Paymaster at \_\_\_\_\_ or other officer authorized to receive the same, do hereby give to the said \_\_\_\_\_ full licence and authority to reside on or to cultivate subject to the terms and conditions hereunder specified, all that piece or parcel of Crown land situated in \_\_\_\_\_ State forest, more particularly described in the schedule hereto, for one year from the date hereof, unless the same be annulled or revoked, in accordance with the said conditions.

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

allotment county	acre	Schedule.			perches
		section	roods	parish	
_____	_____	_____	_____	_____	_____

## CONDITIONS OF RESIDENCE LICENCES.—STATE FORESTS.

1. This licence only gives to the licensee the right to use the land for the purpose for which the licence has been granted, and for no other purpose whatsoever.
2. The licensee shall not, without the consent of the Minister first had and obtained, assign such land or any part thereof, or part with the possession thereof or his interest therein.
3. If in the opinion of the Minister the land in respect of which this licence is issued, or any part thereof, be required for railways, roads, telegraph lines, dams, reservoirs, races, catch-water drains, pipe tracks, stone quarries, or any other public purpose, the Governor in Council upon payment to the licensee of such compensation (if any) as the Minister may think fit, may, at any time during the currency of the licence, resume the whole or any part of such land, and thereupon the licence shall cease as to such land or the part resumed.
4. Any person may at any time, with the written permission of the Minister, enter for the purpose of mining and mine for gold, silver, tin, copper, iron, or the ores thereof, or for auriferous earth, or for coal or lignite, upon the land in respect of which this licence is issued or such part thereof as the Minister may by such writing allow, making such compensation to the licensee for the improvements (if any) effected thereon, and for the licence and other fees paid in respect thereof, as may be agreed

upon between him and such licensee, or, in the event of a disagreement, as may be determined by the arbitration of three different persons, or any two of them, one arbitrator to be appointed by the licensee, one by the Minister, and one by the person to whom the permission to mine has been granted, the form of submission to arbitration to be determined by the Governor in Council in case of any differences; and if the licensee obstruct any such person so entering or mining as aforesaid the Governor in Council may revoke his licence.

5. In case the licensee obstruct any holder of a miner's right so entering or mining as aforesaid this licence may be revoked.

6. The publication of a notice in the *Government Gazette*, purporting to declare that the Governor in Council has annulled or revoked this licence, shall be conclusive evidence that the licence has been annulled or revoked.

SCHEDULE X<sup>a</sup>.—(CHAP. IX., PART 2.)

Fee per annum, £	s.	d.	No.
GRAZING LICENCE UNDER SECTION 138, OR 140, OR 187, LAND ACT 1901.			
Department of Lands and Survey, Melbourne,			

KNOW ALL MEN that I \_\_\_\_\_ (being in that behalf duly authorized by the Governor of Victoria) in pursuance of the *Land Act* 1901 and in consideration of the sum of \_\_\_\_\_ duly paid by the person hereinafter mentioned, do hereby give to \_\_\_\_\_ of \_\_\_\_\_ licence and liberty to enter with cattle sheep or other animals upon the park lands, reserves, or other Crown lands specified in the schedule hereto not being lands forming part of any common, or held under lease or licence or taken up or required for the purposes of the said Act, and therewith to depasture the same. This licence will continue in force until the \_\_\_\_\_ day of \_\_\_\_\_ 190 \_\_\_\_\_; and is issued subject to the conditions on the back hereof.

Schedule.

All these Crown lands containing \_\_\_\_\_ acre or thereabouts.

CONDITIONS.

1. The issue of this licence shall not prevent the land comprised therein or any part or parts thereof being sold, leased, licensed, alienated, or dealt with under any of the provisions of the *Land Act* 1901, except under the 187th section of the *Land Act* 1901, or being resumed by order of the Governor or Administrator of the Government of Victoria, with the advice of the Executive Council, for any of the purposes for which land may be reserved under section 10 of the *Land Act* 1901 or for mining purposes.

2. In case the said land or any part thereof should be sold, leased, licensed, alienated, dealt with, or resumed as aforesaid, the licensee shall not be entitled to any compensation other than that which the responsible Minister of the Crown for the time being administering the *Land Act* 1901 may think fit.

3. This licence is subject to the rights of the holders of miners' rights or of mining leases now issued or hereafter to be issued to enter upon the allotment hereby licensed, and to search for gold and to mine thereon, and to erect and occupy mining plant and machinery, without making any compensation to the licensee, his executors, administrators, or assigns, for surface or other damage.

4. Subject to these conditions the licensee shall be entitled to use the land for the purpose for which this licence has been granted until such land or any part thereof has been sold, leased, licensed, alienated, dealt with, or resumed as aforesaid, and thereupon all the interest of the licensee therein shall cease and be determined.

5. No land comprised in roads from time to time surveyed and marked out within the boundaries of the land comprised in this licence shall be deemed within its operation.

6. This licence shall entitle the holder thereof, during the period for which it is granted, to use the land therein comprised for depasturing purposes only, but shall not confer any right to build thereon, or to cultivate, or, without the permission of the Minister, fence any portion thereof, or construct a dam or tank.

6A. That in the event of the Minister granting permission to fence the whole or any part of this area, the licensee shall provide gates or slip panels in suitable places for the convenience of the public. No compensation will be allowed for fencing erected on boundaries of allotments alienated or in course of alienation.

That where improvements are authorized under section 116 of the *Land Act* 1898, or section 189 of the *Land Act* 1901, the licensee shall notify, on completion, that such improvements have been made, otherwise the work will not be recognised.

7. The interest in this licence shall not be transferred without the consent of the Minister, and the payment of a fee of £1.

8. The licence shall be liable to forfeiture if the licensee commit a breach of or neglect to comply with these conditions.

9. The publication of a notice in the *Government Gazette* purporting to declare that the Governor or Administrator, with the advice aforesaid, has forfeited this licence shall be conclusive evidence that the licence is forfeited.

10. The ring-barking of the timber upon the land by the licensee is expressly forbidden, and he shall not be entitled to destroy or cut and take away any such timber.

11. Free access to water shall be kept open at all times for travelling and other stock, and for persons desiring to take water for domestic purposes.

12. The licensee shall destroy all thistles on the land and on the half-width of the adjoining roads, and shall be responsible for the destruction of thistles under the *Thistle Act* 1890 in like manner as holders of freehold lands.

13. The licensee shall keep the land free from vermin, and should he fail to do so the licence shall be liable for forfeiture.

14. This licence is issued subject to the right of sawmillers to graze on this area such horses and bullocks as are actually used in connexion with their licensed operations on this land.

## SCHEDULE Y'.—(CHAP. IX., PART 2.)

## CONDITIONS OF LICENCE TO DEPASTURE.

1. The depasturing of the forest shall be subject to the supervision and control of the Crown lands bailiff for the district within which such forest is situated, and the bailiff shall be responsible for the registration of the cattle thereon and for the prevention of trespass.

2. The fee for depasturing cattle in such forest shall be paid half-yearly in advance, on the first day of January and the first day of July in each year, and shall be for unfenced reserves at the rate of Two shillings per annum for every head of cattle.

3. Every person desirous of depasturing cattle in such forest shall pay into the receipt and pay office at the full amount of the fees prescribed by these Regulations, and shall obtain a receipt for such payment in the form prescribed in Schedule W' hereto.

4. A place shall be set apart in such forest, as the necessities of the case may require, for branding all cattle prior to the same being depastured in such forest, and all persons shall bring their cattle to such place to be branded by the Crown lands bailiff or his assistant, on a day appointed by the Crown lands bailiff for the purpose of branding cattle. The days appointed for branding shall be notified by advertisement authorized by the Crown lands bailiff in a newspaper circulating in the district.

5. All cattle depasturing in such forest shall be deemed to be trespassers unless the same have been duly branded by the Crown lands bailiff or his assistant.

6. The brand of such forest shall be kept in the office of the district Crown lands bailiff, and, except when the same is in use, may be inspected by the public at all reasonable hours, or a description thereof may be obtained on application, in writing, to the Crown lands bailiff.

7. The brand of such forest shall be liable to alteration at any time on approval by the Minister. Notice of every such alteration shall be published in a newspaper circulating in the district, and every such notice shall specify a time when the owners of all cattle depasturing under licence in such forest shall bring the same for the purpose of being branded with such altered brand. Every person disobeying such notice shall be deemed to be a person not licensed or otherwise authorized to depasture cattle within the meaning of section 160 of the *Land Act* 1901, and may be dealt with accordingly.

8. For the purpose of these Conditions the term "cattle" shall mean and include any horse, mare, gelding, colt, filly, or foal, any bull, ox, steer, cow, heifer, or calf, and any ass or mule.

9. When the Crown lands bailiff for the district shall consider that the said forest is stocked to its full carrying capabilities he shall notify the receiver and paymaster accordingly, who thereupon shall discontinue to issue licences for the said forest until otherwise advised by the district Crown lands bailiff.

10. For the purpose of these Conditions the receivers and paymasters for the time being shall be persons authorized by the Governor in Council to issue licences.

## SCHEDULE Z'.—(CHAP. IX., PART 2.)

## LICENCE TO DEPASTURE.

Receipt and Pay Office.

This is to certify that \_\_\_\_\_ of \_\_\_\_\_ has this day paid into the Receipt and Pay Office at \_\_\_\_\_ the sum of \_\_\_\_\_ pounds \_\_\_\_\_ shillings and \_\_\_\_\_ pence, being payment in full for depasturing \_\_\_\_\_ head of cattle in the \_\_\_\_\_ State Forest, for the six months ending { 30th June, } Subject to the conditions specified in Schedule V' to the Regulations under the *Land Act* 1901. { 31st December, }

Receiver and Paymaster.

**PART III.—MALLEE LANDS.**

1. For the purpose of these Regulations under Part III, unless the context be inconsistent therewith, the words "Agricultural allotment," "Board," "Cattle," "Licence lien," "Lessee," "Mallee block," or "Mallee allotment," "Mallee border," "Mallee Country," "Owner," "Perpetual lessee," "Sheep," and "Vermin," shall have the respective meanings assigned to them in Section 210 of Part II. of the *Land Act* 1901.

**Chapter I.—"Mallee Blocks."**

1. Every application by a lessee for the consent of the Board to the transfer or mortgage of his interest in a lease shall be made in the form prescribed in Schedule 74 hereto.

2. The transfer or mortgage if sanctioned shall be recorded in the form prescribed in Schedule 75 hereto, and registered in the office of the Board of Land and Works.

3. The notice to be forwarded to the mortgagee of a mallee block lease, informing him of the non-fulfilment or breach of the covenants or conditions thereof, shall be in the form prescribed in Schedule 76 hereto.

4. Any lessee of a mallee block who may desire to clear and cultivate any portion of the land included in the lease of such block shall apply for the consent of the Board in the form prescribed in Schedule 77 hereto.

5. 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 AB hereto, and to such other conditions as the Governor in Council may in any particular case direct.

**Chapter II.—Mallee Allotments.**

1. Every application by a lessee of a mallee allotment for the consent of the Board to the transfer or mortgage of his interest in the lease thereof shall be made in the respective forms prescribed in Schedules 78 and 79 hereto, and the transfer or mortgage if sanctioned shall be recorded in the form prescribed in Schedule 75 hereto, and registered in the office of the Board of Land and Works.

2. Any lessee of a mallee allotment who may desire to clear and cultivate land included therein shall apply for the consent of the Board in the form prescribed in Schedule 77 hereto.

3. The certificate notifying the Registrar of Titles of the issue of an agricultural allotment licence or perpetual lease out of a mallee allotment held under lease shall be in the form prescribed in Schedule 80 hereto.

4. The certificate notifying the Registrar of Titles of the proclamation of resumption of any land included in a mallee allotment held under lease shall be in the form prescribed in Schedule 81 hereto.

5. Every application by a lessee of a mallee allotment to surrender part thereof in order that a new mallee allotment lease of such part may be issued to the wife or child of such lessee shall be made in the form prescribed in Schedule 82 hereto, and such surrender, if sanctioned, shall be made in the form prescribed in Schedule 83 hereto.

6. Every such wife or child shall apply in the form prescribed in Schedule 84 hereto, and such new lease shall be in the form prescribed in Schedule AC hereto.

7. The notice to be forwarded to the mortgagee of a mallee allotment lease, informing him of the non-fulfilment or breach of the covenants or conditions thereof, shall be in the form prescribed in Schedule 76 hereto.

**Chapter III.—Agricultural Allotments.**

1. So much of Part II. of these regulations as relates to agricultural allotments shall also be applicable to agricultural allotments of this Part unless inconsistent therewith.

2. Every application by the lessee of a mallee allotment for permission to surrender his lease and obtain an agricultural lease in lieu thereof shall be in the forms prescribed in Schedules 85 and 86 hereto, and such surrender, if sanctioned, shall be in the form prescribed in Schedule 83 hereto.

3. Every application to surrender portion of a mallee allotment lease in order that an agricultural allotment licence, lease, or perpetual lease may be issued shall be made in the forms prescribed in Schedules 85 and 86 hereto.

## RESIDENCE AND NON-RESIDENCE LICENCES.

4. Any licensee of an agricultural allotment may apply, not later than the 30th day of June, 1902, in the form prescribed in Schedule 87 hereto for permission to surrender such licence and to have the allotment classified, with a view to obtain a new licence, and the licensee shall pay a classification fee of Ten shillings and forward the receipt with his application.

5. Every application to select an agricultural allotment shall be made in the form prescribed in Schedule 85 hereto, verified by a statutory declaration in the form at the foot thereof, and every such application shall be posted or delivered to the land officer for the district, or to the Secretary for Lands, Melbourne, and shall be accompanied by a certificate of registration; but if the applicant is the holder of a mallee allotment lease and desires to select thereout, a fee for certificate of registration shall not be required.

6. Applications for lands declared available received on one and the same day or on a date specified in a published notice for the same allotment shall be considered as simultaneous applications, but in no case shall priority of application be deemed to confer a preferential claim to a licence of any agricultural allotment as against subsequent applicants.

7. Every applicant for such lands shall be required to attend personally in support of his application before a Local Land Board to be appointed by the Minister to hear and report upon such application.

8. Any licensee who may wish to absent himself from his allotment for a period in all not exceeding three months in any one year of the currency of his licence, shall apply to the Secretary for Lands, and fill up and sign a notice in the form prescribed in Schedule 89 hereto, and every notice of intended absence shall be registered in a book to be kept for that purpose in the Crown Lands Office, Melbourne.

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

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

11. Every application for permission to surrender a licence or a lease of an agricultural allotment and for the issue of a perpetual lease in lieu thereof shall be made in the form prescribed in Schedule 90 hereto.

## CONVERSION OF LICENCES.

12. Holders of residence and non-residence licences desiring to convert their residence licences into non-residence licences, or *vice versa*, shall apply in the form prescribed in Schedule 91 hereto, and the licensee shall pay a conversion fee of Ten shillings and forward the receipt with his application.

## LICENCE LIENS.

13. Every licensee of an agricultural allotment desiring to register a lien on his improvements shall apply in the form prescribed in Schedule 92 hereto, and at the same time pay the prescribed fee.

14. Every licence lien shall be executed in duplicate, in the form prescribed in Schedule 93 hereto, or such other form as licensee and lienor may mutually agree upon.

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

16. No licence lien shall be registered in the Crown Lands Office, Melbourne, unless the following conditions be fulfilled:—

- (a) That all rents and fees due to date have been paid.
- (b) That substantial and permanent improvements have been made upon the land equal to the amount of the lien, which shall be verified by a bailiff of Crown lands or other person whom the Minister may appoint.
- (c) That the lien does not exceed the full amount due on mortgage at the time of surrender of mallee allotment lease or perpetual lease (if any).

17. Every licence lien shall be indorsed upon the licence in the form prescribed in Schedule 94 hereto.

18. The memorandum of the charge upon the land by reason of such licence lien, when required to be indorsed on a Crown grant or lease before issue, shall be in the form prescribed in Schedule 95 hereto.

19. The removal or discharge of any licence lien shall be notified to the Minister in the form prescribed in Schedule 96 hereto, and the licence shall be forwarded therewith. Upon receipt of such notice and licence the indorsement on the licence shall be cancelled, and the licence lien noted as discharged in the register.

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

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

#### *Transfer of Licence Liens.*

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

23. Every application to register a transfer of a licence lien shall be made in the form prescribed in Schedule 97 hereto, and shall be accompanied by a statement in the form prescribed in Schedule 98 hereto, signed by the licensee, acknowledging his indebtedness to still exist to the amount set forth by the licence lien.

24. Every transfer shall be indorsed upon the licence, the lien, and the duplicate lien in the form prescribed in Schedule 99 hereto.

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

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

#### LEASES AND CROWN GRANTS.

27. Every application by a non-residence licensee for a certificate of improvements, at the end of each and every year of the first five years of the currency of the licence held by him in respect of first-class land, or at the end of each and every year of the first three years of the currency of the licence, if second-class land, shall be in the form and accompanied by the declaration prescribed in Schedule 100 hereto, and every such certificate of improvements shall be in the form prescribed in Schedule 101 hereto. No fee shall be charged for such certificates.

28. Every application by a residence or non-residence licensee for a lease or a Crown grant of the agricultural allotment held by him under licence, shall be made and verified by a declaration in the form prescribed in Schedule 102 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 103 hereto. The fee for preparation of a lease shall be One pound, but no fee shall be charged for such certificate.

29. Leases for agricultural allotments under the *Land Act* 1901, shall be in the form and subject to the conditions prescribed in Schedule AF hereto, and to such other conditions as the Governor in Council may in any particular case direct.

30. Crown grants of mallee lands sold by auction or licensed on or after the 31st December, 1901, shall be in the form prescribed in Schedule AG hereto, and shall be subject to such other exceptions, reservations, covenants, and conditions as the Governor in Council may in any particular case direct.

31. Every application for permission to surrender an agricultural allotment lease and have the allotment classified shall be made not later than the 30th June, 1902 in the form prescribed in Schedule 88 hereto, and the lessee shall pay a classification fee of Ten shillings, and forward the receipt with his application, such surrender, if sanctioned, shall be in the form prescribed in Schedule 83 hereto.

#### ORDERS FOR DELIVERY OF CROWN GRANTS.

32. Every order by a lessee of an agricultural allotment authorizing any other person to obtain from the Governor in Council his Crown grant shall be given in the form prescribed in Schedule 104 hereto.

33. Every approved order to obtain a Crown grant shall be registered in a book in the form prescribed in Schedule 105 hereto.

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

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

#### PERPETUAL LEASES.

36. Every application to select an agricultural allotment under perpetual lease shall be made in the form prescribed in Schedule 106 hereto, verified by a statutory declaration in the form at the foot thereof, and every such application shall be posted or delivered to the land officer for the district or to the Secretary for Lands, Melbourne, and be accompanied by a certificate of registration, which may be obtained from any Receiver and Paymaster on payment of Five shillings, but no certificate of registration shall be necessary if the applicant holds the land under a mallee allotment lease.

37. Every application for consent of Board of Land and Works to transfer, sublet, or mortgage a perpetual leasehold shall be made in the form prescribed in Schedule 107 hereto.

38. Every application by a perpetual lessee to surrender his perpetual lease with a view to obtain in lieu thereof an agricultural allotment licence shall be made in the form prescribed in Schedule 108 hereto. The fee for preparation of a perpetual lease shall be One pound.

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

40. Clauses 5 and 6 in Schedule AH are to be omitted from perpetual leases to be issued in respect of mallee allotment leases granted prior to 20th December, 1898.

#### CHAPTER IV.—“LITTLE DESERT” LAND, COUNTY OF LOWAN.

1. 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 109 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.

2. The maximum area which any one person can select in the “Little Desert” under the provisions of section 309 *Land Act* 1901 is 100 acres.

3. Every application by a lessee in the “Little Desert” under section 309 *Land Act* 1901 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 110 hereto, and every such certificate of improvements shall be in the form prescribed in Schedule 111 hereto.

4. No fee shall be charged for such interim certificates.

5. Every application by a lessee under section 309 *Land Act* 1901 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 112 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 113 hereto.

6. Leases for land held under section 309 *Land Act* 1901 in the “Little Desert,” county of Lowan, shall be in the form and subject to the conditions prescribed in Schedule AI hereto, and to such other conditions as the Governor in Council may in any particular case direct.

7. The fee for each lease shall be One pound.

8. Every application for permission to mortgage or transfer a lease shall be made in the form prescribed in Schedule 114 hereto.

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

## Chapter V.—Miscellaneous.

## CERTIFICATES OF REGISTRATION.

1. So much of Part II. of these regulations as relates to sections 142, 143, 145, and 187 of the *Land Act* 1901 shall also be applicable to Mallee Lands.

2. Every applicant 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.

3. 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.

## MALLEE CLASSIFICATION BOARDS.

4. For the purpose of classifying all such land as the Minister directs in the Mallee country, or Mallee border, there shall be constituted Boards to be called Mallee Classification Boards.

5. Such Boards shall each consist of three (3) members, who shall be officers of the Department of Lands and Survey, or other competent persons, and shall be appointed by the Governor in Council.

6. Any lessee or licensee who is dissatisfied with the classification of his land as classified by a Mallee Classification Board may appeal in writing against such classification to the Chairman of Board, addressed to the Crown Lands Office, Melbourne.

7. Such appeal shall be accompanied by a deposit of Two pounds (£2) as security for the costs of such appeal, which amount shall be returned to the applicant in the event of such appeal being sustained, but not otherwise.

8. On receipt of the prescribed amount of deposit, the Chairman of the Board shall at once forward same to the Secretary for Lands, who shall forthwith pay it into the "Trust Fund" pending the result of the appeal.

9. All appeals shall be considered and determined by the members of all the Mallee Classification Boards, sitting as one Board, five members to form a quorum. In no case, however, shall any appeal be heard and determined unless the members of the Board which made the original classification are in the minority on the Appeal Board.

10. The Appeal Board shall sit in each of the sub-divisions of the mallee country, namely, the Eastern Division, the Central Division, and the Western Division, for the purpose of hearing appeals at such times and places as the Minister may direct.

11. At least fourteen days before the time appointed for the sitting of any Appeal Board there shall be inserted in a newspaper circulating in the district wherein such Board is to be held, a list of all the appeals to be heard at such sitting.

12. As soon as practicable after the conclusion of the sitting of any Appeal Board, the Chairman of such Board shall send to the Minister its report upon the appeals, and shall transmit with such report the minutes of evidence (if any) taken by the Board.

## MALLEE BLOCKS OR MALLEE ALLOTMENTS.—VALUATION FOR IMPROVEMENTS.

13. In all cases where a lessee of a mallee block or mallee allotment is entitled to claim the value of the improvements effected by him on land resumed under any of the provisions of the Land Acts, or at expiry of term of lease, the lessee shall lodge a claim at the office of the Board within two months after notice of resumption being given, or within two months of expiry of term of lease, setting forth the particulars, date of construction, and value of improvements for which he claims to be paid, together with a sketch, drawn to a scale of not more than  $\frac{1}{4}$  miles to an inch, showing approximately the position of such improvements with reference to the boundaries of the leasehold.

14. A valuation shall then be made by an officer appointed by the Board, and a notice containing the particulars of such valuation shall be forwarded to the lessee, who, if he be not satisfied with the valuation, may, within thirty days after receiving such notice, so state in writing to the Board, and request that the improvements may be valued by arbitration.



**Chapter VI.—Vermin Committees and Destruction of Vermin.**

*Election of Members of Local Committees.*

1. The Minister shall, if required, on the publication hereof and thereafter, in the month of January in each and every year, cause to be prepared and published in the *Government Gazette* alphabetical lists of owners, lessees, and occupiers entitled to vote at the election of the members of Local Committees in each vermin district, with the number of votes to which each owner, lessee, or occupier is entitled set opposite his name.
2. The Governor in Council shall by notice published in the *Government Gazette* for four consecutive weeks, and in some newspaper circulating in the locality, appoint the time and place of election of members of Local Committees, and shall in such notice name a fit and proper person to act as Returning Officer to conduct such election.
3. If at such meeting no more persons be nominated as members of any Local Committee than are required to be elected, the Returning Officer shall declare such persons duly elected. If a greater number be nominated than are required, then the owners, lessees, and occupiers present in person, or by proxy, entitled to vote shall elect the members of the Local Committee.
4. At every such meeting such owners, lessees, and occupiers may vote personally or by proxy; and in all cases the voting shall be according to the scale set forth in the Twelfth Schedule of the *Land Act 1901*.
5. Voting-papers shall be in the form prescribed in Schedule 115 hereto.
6. Every proxy shall be in the form prescribed in Schedule 116 hereto.
7. In case of an equality of votes, the Returning Officer shall have a casting vote, in addition to any vote or votes he may be entitled to as an owner, lessee, or occupier, as the case may be.
8. Upon the result of every such election being ascertained, the Returning Officer shall certify the same to the Minister for the information of the Governor.

*Meetings of Local Committees, Appointment of Officers, and conduct of Proceedings.*

9. Within fourteen days after the first or any subsequent annual election of members of a Local Committee, the members shall meet for the despatch of business, and shall appoint the place where the Local Committee shall meet.
10. At every such meeting or any adjournment thereof, and from time to time when any vacancy shall occur in the office, the Local Committee shall elect one of their number to be Chairman.
11. Every person so elected Chairman shall hold office for the unexpired portion of the year for which he was elected or appointed a member of such Local Committee, provided he continue a member thereof.
12. The meetings of the Local Committees shall be held at intervals of not more than two months, and such meetings shall be convened by circular, delivered personally to each member, or left at or sent by registered letter through the post to his usual or last known place of abode, at least seven days before the date of meeting.
13. Every Local Committee shall appoint competent officers to carry out the provisions of Part 2, Division 5, of the *Land Act 1890*, or Part II., Division 3, of the *Land Act 1901*, in an efficient and economical manner. One of such officers shall be called an inspector, who shall also act as secretary, and shall be required to keep regular minutes of the proceedings of the Local Committee, and to attend to correspondence, and all matters connected with the administration of Part 2, Division 5 of the *Land Act 1890*, or Part II., Division 3, of the *Land Act 1901*. Press copies of all outward letters shall be preserved.
14. Proper books of account shall be kept, showing moneys received and expended, and the accounts shall be audited not less than once a year, by persons appointed by the Local Committee. Such books shall be open at all times to the inspection of the Minister or any person duly authorized by him.

15. At every ordinary meeting of a Local Committee the following shall be the order of business :—

- 1st. The minutes of the previous meeting shall be read and confirmed.
- 2nd. The bank-book, order-book, and a statement of accounts shall be laid on the table, showing the moneys received and paid since last meeting.
- 3rd. The correspondence and reports shall be read, and, if expedient, orders made thereon.
- 4th. Postponed or adjourned business and motions of which notice has been given shall be dealt with.
- 5th. Then other business and notices of motion shall be taken; but no new business of which notice has not been given at a previous meeting or by circular shall be considered, unless with the consent of all the members present.

*Duties and Powers of Local Committees.*

16. The Local Committee shall have power and is hereby authorized to serve all necessary notices required under Part 2, Division 5, *Land Act* 1890, or Part II., Division 3, of the *Land Act* 1901 to insure the destruction of vermin and such notices shall be held to be duly served if personally delivered to the persons to whom they are addressed, or left at their usual residences or last known places of abode, or if sent to their addresses by registered letter through the post office.

17. The notice under section 194 of the *Land Act* 1890 or 256 of the *Land Act* 1901 shall be in the form prescribed in Schedule 117 hereto.

18. In the event of a charge of neglect to kill vermin being made by any owner, lessee, or occupier, against another owner, lessee, or occupier, the Local Committee shall take immediate steps to call upon the inspector to show cause for not having reported on the alleged neglect; and, if the explanation is not deemed satisfactory, the inspector shall be liable to be dismissed.

19. In the event of any owner, lessee, or occupier disputing the accuracy of an inspector's report of neglect, it shall rest with the said owner, lessee, or occupier to prove to the satisfaction of the Local Committee that he has taken necessary and sufficient steps to destroy all vermin upon the land occupied by him. No member of a Local Committee shall sit on the Local Committee when a report of neglect to destroy vermin upon any land in his occupation is being considered.

20. The scalps of all vermin destroyed under the provisions of Part 2, Division 5, of the *Land Act* 1890, or Part II., Division 3, of the *Land Act* 1901, within the district shall be delivered to the secretary of the Local Committee thereof, or to some person duly authorized by such Local Committee to receive the scalps, and a certificate in the form of Schedule 118 hereto, signed by such secretary or authorized person, and also by one member of the Local Committee, shall be granted to the person delivering such scalps, which shall be forthwith destroyed by fire in the presence of the persons granting such certificate.

21. The amount specified in any certificate granted in conformity with Part 2, Division 5, *Land Act* 1890, or Part II., Division 3, of the *Land Act* 1901, shall be payable on the day mentioned on the face of such certificate, at a place to be fixed by notice in the *Government Gazette*.

22. Within the month of January of each and every year the Local Committee shall cause to be prepared and published in the *Government Gazette* a statement of the receipts and expenditure on the destruction of vermin for the preceding year, and such statement shall be clearly rendered under distinct heads, and show the balance duly certified by two members of the Local Committee, and a copy of such statement shall be forwarded to the Commissioners of Audit.

*Receipt of Moneys payable for the purpose of Destruction of Vermin and Mode of Distribution or Expenditure thereof.*

23. A vermin destruction account shall be opened in the name of the Local Committee with some bank in the district, and, if there is no bank within the district, then with the bank nearest to the

usual place of meeting, and all moneys received under Part 2 Division 5, *Land Act* 1890, or Part II., Division 3, of the *Land Act* 1901, shall be paid to the credit of such account, which shall be operated on by cheques drawn by the chairman and one member of the Local Committee.

*Enforcement of Rates payable for Destruction of Vermin.*

24. If any rate or assessment under the said Act shall remain unpaid after due notice has been served upon the owner, lessee, or occupier of any land after a day named therein and published in the *Government Gazette*, the Local Committee, or some person by it thereunto authorized in writing under the hand of the Chairman may, at any time, and from time to time thereafter, so long as any money shall remain so unpaid, enter upon any land of such owner, lessee, or occupier, and distrain the cattle, sheep, goods, chattels, and effects, the property of such owner, lessee, or occupier, found thereon, for the amount remaining due and unpaid; and if the amount for which such distraint shall have been levied, together with all reasonable costs of such notice, outry, and distraint, be not paid within five days after such levy, then the said distress, or so much thereof as shall be sufficient to pay the amount remaining unpaid and costs, may be sold, and any surplus which may remain after payment of such amount and costs and the costs of and incidental to the sale shall be returned to the owner of the cattle, sheep, goods, chattels, and effects distrained, or such amounts and costs may, in the discretion of the Local Committee, be recovered in a summary manner.

*Performance of Duties of Local Committees.*

25. The Minister may authorize any person to inspect lands within the jurisdiction of any Local Committee or Local Committees for the purpose of ascertaining whether such Local Committee or Local Committees are carrying out the provisions of Part 2, Division 5, of the *Land Act* 1890, or Part II., Division 3, of the *Land Act* 1901, and these Regulations, and may require a satisfactory explanation from such Local Committee or Local Committees as to why any act or acts which appear to him to be necessary are not being done, and the Minister shall be the sole judge as to the necessity for such act or acts, and may require such act or acts to be done by any Local Committee or Local Committees, and such authorized person shall have all the powers conferred by section 199 of the *Land Act* 1890, or 261 of the *Land Act* 1901.

*Generally for carrying out Provisions for Destruction of Vermin.*

26. The inspector of a district shall, before the 1st day of July in every year, visit each Mallee block and allotment throughout his district for the purpose of ascertaining if the necessary steps have been and are being taken to destroy all vermin, and shall report in writing to the Chairman of the Local Committee the result of his inspection. A copy of such report shall afterwards be forwarded to the Minister.

27. Each Local Committee, through its inspector, shall, on application, advise lessees of Mallee blocks or Mallee allotments as to the best means of exterminating vermin, and also furnish recipes for various modes of poisoning.

28. The Minister shall cause the Secretary for Lands to furnish each Local Committee half-yearly with a copy of the sheep and cattle returns made by each lessee within the district of such Local Committee.

SCHEDULE 74.—(CHAP. I., PART 3.)

APPLICATION FOR PERMISSION TO <sup>TRANSFER</sup> MORTGAGE MALLEE BLOCK LEASE.

I, \_\_\_\_\_ of \_\_\_\_\_ being the holder of  
a lease of mallee block number \_\_\_\_\_ county of \_\_\_\_\_ do hereby apply to  
transfer \_\_\_\_\_ interest in the lease to \_\_\_\_\_ of  
mortgage \_\_\_\_\_  
Dated this \_\_\_\_\_ day of \_\_\_\_\_  
Signature—  
Occupation—  
Postal address—

January 14, 1902. 174

SCHEDULE 75.—(CHAPS. I. AND II., PART 3.)

The Board of Land and Works has allowed the <sup>transfer</sup> ~~mortgage~~ of the right title and interest of in and to this lease and the land therein described to and the said allowance has been registered at the office of the Board of Land and Works this day of

President

Member.

SCHEDULE 76.—(CHAP. I. AND II., PART 3.)

Office of Lands and Survey,  
Melbourne,

To M. \_\_\_\_\_

Sir,

I have the honour to inform you that the holder of mallee allotment No. \_\_\_\_\_ county of \_\_\_\_\_ of which you appear to be the duly block registered mortgagee, has failed to fulfil and comply with or has committed a breach of the covenants and conditions of such lease relating to particulars of which are as follows:—

and I hereby, in accordance with the provisions of section 228, *Land Act 1901*, notify you of such failure or breach as aforesaid.

And further, I hereby notify you that if when three (3) months have elapsed from the date of this notice such covenants and conditions are not duly fulfilled, complied with or observed, such lease will be declared void by the Governor in Council without further notice.

I have the honour to be,

Sir,

Your most obedient servant,

Secretary for Lands.

SCHEDULE 77.—(CHAPS. I. AND II., PART 3.)

APPLICATION FOR CONSENT OF BOARD TO CLEAR AND CULTIVATE PORTION OF  
A MALLEE BLOCK.  
A MALLEE ALLOTMENT.

I, \_\_\_\_\_ of \_\_\_\_\_ being the lessee of mallee block No. \_\_\_\_\_ county of \_\_\_\_\_ do hereby apply for permission to clear and cultivate the land shown on accompanying tracing to the extent and subject to the restrictions and conditions contained in the *Land Acts* in regard to the mallee country; and I undertake and agree, in the event of the Board's consent being given, to clear and cultivate such land or any part thereof, to pay in respect of the same the rent of One penny per acre per annum as provided by the said Acts.

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

Signature—

Postal address—

SCHEDULE 78.—(CHAP. II., PART 3.)

APPLICATION FOR PERMISSION TO TRANSFER MALLEE ALLOTMENT LEASE.

I, \_\_\_\_\_ of \_\_\_\_\_ being the lessee of the mallee allotment specified in the margin, and having paid all rents and fees due thereon, and otherwise complied with all the covenants and conditions of the lease, hereby apply for the consent, in writing, of the Board of Land and Works to the transfer of part of \* the lease to \_\_\_\_\_ of \_\_\_\_\_

Sq. miles. Acres.

Signature—

Occupation—

Postal address—

\* If application is for transfer of the whole allotment, strike out the words *part of*

*Declaration by Transferor.*

I, \_\_\_\_\_ of \_\_\_\_\_ in the State of Victoria, do solemnly and sincerely declare in respect of my lease for mallee allotment No. \_\_\_\_\_ county of \_\_\_\_\_ that \_\_\_\_\_ chains of fencing have been erected on the land of the value of \_\_\_\_\_ per chain; that other improvements have been made upon the said land to the value of £ \_\_\_\_\_ and that my reason for desiring to transfer are

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

Declared before me at \_\_\_\_\_ in the State }  
aforesaid, this \_\_\_\_\_ day of \_\_\_\_\_ in the year of }  
our Lord One thousand eight hundred and ninety.

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

January 14, 1902.

*Declaration by proposed Transferee.*

I, \_\_\_\_\_ of \_\_\_\_\_ hereby declare that the area I now desire to obtain by transfer would not, if added to the area already leased by me in the mallee territory under the Land Acts, exceed 20,000 acres; that I am not under eighteen years of age; and that the statements made by me in reply to the questions hereto subjoined are true and correct in every particular.

Questions.	Statements in Reply.
1. Do you own any land in fee simple? If so, state the number of acres and situation?	
2. Have you at any time obtained any land under lease or licence from the Crown? If so, under what section and Act? ... Where situated? ... Area ... Do you still hold it? ...	
3. Have you obtained a lease of a mallee allotment? When? ... In what county is the holding situated? ... Area ... Do you still hold it? ...	

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 State of Victoria, this \_\_\_\_\_ day of \_\_\_\_\_ before me, \_\_\_\_\_ Justice of the Peace in and for the \_\_\_\_\_ Balliwick of the State of Victoria, or Commissioner for taking Declarations and Affidavits.

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

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

## SCHEDULE 79.—(CHAP. II., PART 3.)

## APPLICATION FOR PERMISSION TO MORTGAGE LEASE OF MALLEE ALLOTMENT.

I, \_\_\_\_\_ of \_\_\_\_\_ being the lessee of mallee allotment \_\_\_\_\_ county \_\_\_\_\_ of \_\_\_\_\_ hereby apply to mortgage to \_\_\_\_\_ of \_\_\_\_\_ my lease of such allotment.

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

Signature—  
Postal address—

## SCHEDULE 80.—(CHAP. II., PART 3.)

## CERTIFICATE OF ISSUE OF AGRICULTURAL ALLOTMENT LICENCE OR PERPETUAL LEASE.

Office of the Board of Land and Works,  
Melbourne.

This is to certify that an agricultural allotment, containing an area (as shown on the plan at the foot hereof, and thereon coloured red) of \_\_\_\_\_ a. r. p. has been excised from mallee allotment No. \_\_\_\_\_ county \_\_\_\_\_ parish \_\_\_\_\_ lessee \_\_\_\_\_ date of lease \_\_\_\_\_ and that a perpetual lease for same bearing date of \_\_\_\_\_ has issued to \_\_\_\_\_

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

President.  
Member.

The Registrar of Titles,  
Titles Office, Melbourne.

## SCHEDULE 81.—(CHAP. II., PART 3.)

## CERTIFICATE OF PROCLAMATION OF RESUMPTION.

Office of the Board of Land and Works,  
Melbourne.

This is to certify that a proclamation of resumption has been published in the *Government Gazette* of \_\_\_\_\_ page \_\_\_\_\_ in respect of \_\_\_\_\_ A. B. being that part of mallee allotment No. \_\_\_\_\_ county \_\_\_\_\_ parish \_\_\_\_\_ held under lease by \_\_\_\_\_ (as shown by the plan at the foot hereof, and thereon coloured red), and dated \_\_\_\_\_ Date of proclamation \_\_\_\_\_

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

President.  
Member.

The Registrar of Titles,  
Titles Office, Melbourne.

SCHEDULE 82.—(CHAP. II., PART 3.)

APPLICATION TO SURRENDER PART OF MALLEE ALLOTMENT IN FAVOUR OF WIFE OR CHILD OF LESSEE.

A. R. P.  
 County— I hereby apply for permission to surrender to His Majesty the King such part of the mallee allotment specified in the margin hereof as is indicated on the accompanying sketch in order that a new mallee allotment lease of the surrendered part may be granted to my *wife or child*  
 Parish—  
 Allotment—  
 Dated this day of  
 Signature—  
 Postal address—

Declaration.

I, of in the State of Victoria do solemnly and sincerely declare in respect of my lease for mallee allotment county of that chains of fencing have been erected on the land of the value of per chain; that other improvements have been made upon the said land to the value of £

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

Declared before me at in the State }  
 aforesaid, this day of in the year of }  
 our Lord One thousand

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

SCHEDULE 83.—(CHAP. II., PART 3.)

THIS INDENTURE made the day of between the within-named of the one part, and His Majesty King Edward VII. of the other part Witnesseth that for divers good causes and considerations him thereunto moving the said doth by these presents absolutely surrender unto His Majesty his heirs and successors all and singular the lands and hereditaments mentioned and described in the within presents To hold the said lands and hereditaments unto His Majesty his heirs and successors as of his and their first and former estate and freed and absolutely discharged and exonerated from the within lease and every clause condition covenant and agreement therein contained.  
 In witness whereof the said hath hereunto subscribed and affixed his name and seal the day and year first above written.  
 Signed sealed and delivered by the said in the presence of

SCHEDULE 84.—(CHAP. II., PART 3.)

APPLICATION FOR A LEASE OF A MALLEE ALLOTMENT.

I, of hereby apply for the right to the lease of part of "mallee allotment" number county of parish containing square miles acres surrendered in my favour by my { husband.  
 father.

Dated this day of  
 Signature—  
 Occupation—  
 Postal address—

Declaration.

I, of hereby declare that I am of the full age of eighteen years, and that the statements in reply to the questions hereunder are true and correct in every particular.

Questions.	Statements in Reply.
1. Are you the lessee of any "mallee block" or "mallee allotment"? If so, state number of block or allotment ... ..	
2. Are you the owner of any land in fee simple? If so, state extent and situation, and whether acquired by selection or otherwise ...	
3. Are you the licensee or lessee of any land within the mallee territory? If so, state particulars ... ..	

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

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

SCHEDULE 85.—(CHAP. III., PART 3.)

APPLICATION FOR AN AGRICULTURAL ALLOTMENT LICENCE OR LEASE (RESIDENCE OR NON-RESIDENCE).

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

\*\* If applicant's case entitles him to have the term of his licence antedated under section 230 of the Land Act 1901, he can here state his desire to have the licence curtailed.

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 or any previous Land Act or Acts has been forfeited or cancelled for the wilful evasion of the provisions of any Land Act or Acts; that the area I now desire to obtain would not, if added to the area already selected by me in the mallee country, exceed \_\_\_\_\_ acres of first, second, third, or fourth class land; that I am not under eighteen years of age; and that with respect to this application I am not an agent or a servant of, or a trustee for any other person; that I have not entered into nor promised to enter into any agreement to permit any other person to acquire by purchase or otherwise the allotment in respect of which this application is made, or any part thereof, or my interest therein, or the usufruct thereof; that I intend to occupy the allotment for my own use and benefit solely; and that the statements in reply to the questions hereto are true and correct in every particular.

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 or perpetual lease 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?	

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 State of Victoria, this \_\_\_\_\_ day of \_\_\_\_\_ before me \_\_\_\_\_ Justice of the Peace in and for the Bailiwick of the State 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 State 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 86.—(CHAP. III., PART 3.)

APPLICATION TO SURRENDER PORTION OF A MALLEE ALLOTMENT LEASE IN ORDER THAT AN AGRICULTURAL ALLOTMENT LICENCE \* LEASE MAY BE ISSUED. PERPETUAL LEASE.

Area of land to be surrendered.— Being the holder of a mallee allotment lease, and having disposed of portion of the land as specified in the margin hereof who has occupied the said land for a period of at least years, I hereby apply for permission to surrender to His Majesty the King so much of my lease as relates to such land, in order that an licence \* may be issued to the County— an agricultural allotment lease perpetual lease said , and I furnish in support of this application the particulars set forth in subjoined declaration by the said  
Signature  
Address  
Date

\* NOTE.—Strike out that which is not required.  
N.B.—Unless a person has been in occupation for at least six (6) years he cannot obtain an agricultural allotment lease.

Declaration by Assignee.

\* Give names in full.  
I \* of being the occupier of the before-mentioned lands declare as follows:—  
1. That before the first day of July, 1900, I *bonâ fide*, for valuable consideration, agreed in writing with the lessee of the mallee allotment of which this land forms a part that such lessee should transfer such land to me.  
2. That the said land has been occupied by me for a period of years prior to the 1st day of July, 1900.  
3. That I have cleared acres of such land.  
4. That I have cultivated acres of such land.  
5. That permanent and substantial improvements to the value of £ have been made by me on such land.  
6. That the area I now desire to obtain would not, if added to the area already selected by me in the mallee, exceed acres.  
7. That no selection made by me under any Land Act has been forfeited or cancelled for the wilful evasion of the provisions of any such Land Act.  
8. That I am not under eighteen years of age.  
9. 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 area in respect of which this application is made, or any part thereof, or my interest therein, or the usufruct thereof.  
10. That the statements made by me in reply to the questions hereto subjoined are true and correct in every particular.

Questions.	Statements in Reply.
1. Do you own any land in fee simple? If so, state 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 ... ..	

Fencing:	Description thereof.	No. of Chains	Cost per Chain.	Total Cost.		
				£	s.	d.
Buildings:—	Description.	Dimensions.	Materials.			
Water Storage:—	Description.	Dimensions, &c.				
	Dam ... ..					
	Tank ... ..					
	Well ... ..					
All other improvements:—	Particulars of Nature and Cost.					
Total Cost of Improvements ... £						

How long have you occupied the land continuously? ... ..  
If the land is not enclosed, state reason why ... ..



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

SCHEDULE 87.—(CHAP. III., PART 3.)

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

Parish— \_\_\_\_\_ I hereby apply for permission to surrender to His Majesty the King my licence in respect of the agricultural allotment specified in the margin hereof, and to have the Area— \_\_\_\_\_ allotment classified.  
A. R. P. \_\_\_\_\_

Date of licence \_\_\_\_\_  
State here whether you desire the new licence under *residence* or *non-residence* clause.  
State whether you require the licence (if residence clause) under ordinary or varied conditions *re* payments.

Signature—  
Occupation—  
Postal address—

Declaration.

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

Questions.	Statements in Reply.
1. Do you hold the allotment <i>bonâ fide</i> for your sole use and benefit? ... ..	
2. Have you resided on or within 5 miles of the allotment specified above, and if so for what period since date of licence? ...	
3. State generally nature and value of improvements effected on the allotment ...	

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

Signature—

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

SCHEDULE 88.—(CHAP. III., PART 3.)

APPLICATION FOR SURRENDER OF LEASE AND FOR CLASSIFICATION OF AGRICULTURAL ALLOTMENT (MALLEE).

Parish— \_\_\_\_\_ I hereby apply for permission to surrender to His Majesty the King my lease in respect of the agricultural allotment Section— \_\_\_\_\_ specified in the margin hereof, and to have the allotment Area— \_\_\_\_\_ classified.  
A. R. P. \_\_\_\_\_

Date of lease \_\_\_\_\_  
State whether you require the lease (if residence clause) under ordinary or varied conditions *re* payments.

Signature—  
Occupation—  
Postal address—

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

Questions.	Statements in Reply.
1. Do you hold the allotment <i>bonâ fide</i> for your sole use and benefit? ... ..	
2. Is the land mortgaged? If so, to whom? Have you obtained the consent of the mortgagee to this application? ... ..	

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

SCHEDULE 89.—(CHAP. III., PART 3.)

NOTICE OF INTENTION TO BE ABSENT FROM SELECTION.

Extent of land— Being the holder of a residence licence to occupy as an  
 A. R. P. agricultural allotment the land specified in the margin  
 hereof, I hereby notify that it is my intention to be absent  
 from the allotment for a period not exceeding  
 Parish— commencing on and terminating on  
 Allotment— both inclusive, and that my address during such absence  
 will be and I request you to register such  
 Section— absence in accordance with the provisions of the *Land*  
*Act 1901.*  
 Date of Licence— Dated this day of  
 Signature—  
 Postal address—  
 Witness—

SCHEDULE 90.—(CHAP. III., PART 3.)

APPLICATION FOR PERPETUAL LEASE IN LIEU OF LEASE OR LICENCE.

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

Declaration.

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

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

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

Signature—

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

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

SCHEDULE 91.—(CHAP. III., PART 3.)

APPLICATION BY LICENSEE FOR CONVERSION.

Extent of land—  
 A. R. P. Being the holder of a *residence* licence to occupy  
 as an agricultural allotment the land specified in the  
 margin hereof, I hereby request that my present licence  
 Parish— may be converted into a *residence*  
 Allotment— *non-residence* licence.  
 Section—  
 Date of licence—  
 Signature—  
 Occupation—  
 Postal address—

Declaration.

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

1. That I have paid all fees due on the said licence.
2. That I have not at any time assigned or sublet the said allotment or any part thereof, or transferred my interest therein, in whole or in part.
3. That I have complied with all the other conditions of the said licence.
4. That I make this application in conformity with the provisions of the *Land Act 1901*, and not in violation of any of them.
5. That the statements made and the answers given by me in reply to the questions hereto are true and correct in every particular.

*Fencing.*

Description thereof.	No. of Chains.	Cost per Chain.	Total Cost.
Is the land all enclosed according to licensed boundaries? (See paragraph marked * post.)			£ s. d.
Have you arranged with occupiers of adjoining lands for payment of any portion of the dividing fences?			
<i>Buildings.</i>			
Description.	Dimensions.	Materials.	
<i>Water Storage.</i>			
Description.	Dimensions, &c.		
Dam ... ..			
Tank ... ..			
Well ... ..			
<i>All other Improvements.</i>			
Particulars of Nature and Cost.			
Total Cost of Improvements ... ..			£

How long have you resided on this land or within 5 miles }  
thereof during the currency of your licence? ... }  
If the condition of residence has not been complied with, }  
state the reason ... .. }  
\* If the land is not enclosed, state the reason ... .. }

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

Signature—

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

SCHEDULE 92.—(CHAP. III., PART 3.)

APPLICATION TO REGISTER A LICENCE LIEN.

County—  
Parish—  
Allotment—  
Extent of Land—  
A. R. P.  
Date of licence—

Being the holder of or applicant for a licence to occupy as an agricultural allotment the land specified in the margin hereof, upon which improvements to the value £ \_\_\_\_\_ have been effected, as stated in the declaration hereto, I hereby apply to register a "licence lien" on the said improvements in favour of \_\_\_\_\_ of \_\_\_\_\_ for the sum of £ \_\_\_\_\_

Signature—  
Occupation—  
Postal address—

*Declaration.*

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

1. That I have paid all fees due on the said land.
2. That I have not at any time assigned or sublet the said allotment or any part thereof, or transferred my interest therein, in whole or in part.
3. That I make this application in conformity with the provisions of the Land Acts, and not in violation of any of them.
4. That the statement made and the answers given by me in reply to the questions hereto are true and correct in every particular.

*Fencing.*

Description thereof.	No. of Chains.	Cost per Chain.	Total Cost.
Is the land all enclosed? ... (See paragraph marked * on next page.)			£ s. d.
Have you arranged with occupiers of adjoining lands for payment of any portion of the dividing fences? ...			
<i>Cultivation.</i>			
Number of Acres Cultivated.	Cost per Acre.	Nature of Crop.	
<i>Buildings.</i>			
Description.	Dimensions.	Materials.	
<i>Water Storage.</i>			
Description.	Dimensions, &c.		
Dam ...			
Tank ...			
Well ...			
<i>All other Improvements.</i>			
Particulars of Nature and Cost.			
Total Cost of Improvements ... .. £			

How many rooms does your dwelling-house contain? ...  
 Is it permanently attached to the soil of this allotment? ...  
 Have you resided here continuously? ...  
 Have you any other place of abode? If so, where? ...  
 Where does your family reside? ...  
 If the condition of residence has not been complied with, }  
 state the reason ... }  
 If the condition of cultivation has not been complied with, }  
 state the reason ... }  
 \* If the land is not enclosed, state the reason ...

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

Signature—

Declared at \_\_\_\_\_ in the State of Victoria, this \_\_\_\_\_ day of \_\_\_\_\_ before me \_\_\_\_\_ Justice of the Peace in and for the \_\_\_\_\_ Bailiwick of the State 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 witness, and can neither read nor write.

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

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

SCHEDULE 93.—(CHAP. III., PART 3.)  
 FORM WHICH MAY BE USED AS A LICENSEE'S LIEN ON HIS IMPROVEMENTS.

Parish— \_\_\_\_\_ I, \_\_\_\_\_ of \_\_\_\_\_ being the holder of a licence to occupy the agricultural allotment specified in the margin hereof, in consideration of £ \_\_\_\_\_ which I have received from \_\_\_\_\_ of \_\_\_\_\_ do hereby give the said \_\_\_\_\_ a preferable lien (to the extent of the said sum and the interest hereinafter mentioned) on all my improvements on the said allotment; and it is hereby agreed that the said \_\_\_\_\_ shall be entitled to interest at the rate of \_\_\_\_\_ per centum per annum on the sum of £ \_\_\_\_\_ advanced as aforesaid, and that the said sum of £ \_\_\_\_\_ shall be repaid on the \_\_\_\_\_ day of \_\_\_\_\_ and the interest aforesaid shall be payable half-yearly from the date hereof.

Date of licence— \_\_\_\_\_

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

Witness— \_\_\_\_\_ Signature— \_\_\_\_\_

SCHEDULE 94.—(CHAP. III., PART 3.)

LICENCE LIEN.

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

Date—

Secretary for Lands.

SCHEDULE 95.—(CHAP. III., PART 3.)

ENCUMBRANCES.

Description.	Name of the Parties thereto.	Amount.
Licence lien—		

SCHEDULE 96.—(CHAP. III., PART 3.)

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

Dated this \_\_\_\_\_

day of \_\_\_\_\_

Signature—

Postal address—

Witness to signature—

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

SCHEDULE 97.—(CHAP. III., PART 3.)

APPLICATION TO REGISTER TRANSFER OF A LICENCE LIEN.

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

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

Dated this \_\_\_\_\_

day of \_\_\_\_\_

Signature—

Postal address—

Witness—

ACCEPTANCE OF TRANSFER OF LICENCE LIEN BY PROPOSED TRANSFEREE.  
I, \_\_\_\_\_ of \_\_\_\_\_ hereby accept the transfer of the above-mentioned licence lien, subject to approval of application to register the transfer.

Dated this \_\_\_\_\_

day of \_\_\_\_\_

Signature—

Postal address—

Witness—

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

SCHEDULE 98.—(CHAP. III., PART 3.)

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

Dated this \_\_\_\_\_

day of \_\_\_\_\_

Signature—

Postal address—

Witness—

SCHEDULE 99.—(CHAP. III., PART 3.)

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

Dated this \_\_\_\_\_

day of \_\_\_\_\_

Secretary for Lands.

SCHEDULE 100. (CHAP. III., PART 3.)

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 the land specified in the margin, declare as follow:—  
A. R. P. : :  
Parish—  
Allotment—  
Section—  
Date of licence—  
1. That I have paid all fees due on the said licence.  
2. That I have not at any time assigned or sublet the said allotment or any part thereof, or transferred my interest therein in whole or in part.  
3. That before the end of the \_\_\_\_\_ year from the commencement of the said licence I made upon the said allotment permanent and substantial improvements of the value of \_\_\_\_\_ pound for every acre and fractional part of an acre contained therein.  
4. That I now apply for a certificate in conformity with the provisions of the Land Act 1901, and not in violation of any of them.

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

*Fencing.*

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

*Cultivation.*

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

*Buildings.*

Description.	Dimensions.	Materials.

*Water Storage.*

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

*All other Improvements.*

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

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

Signature—  
Occupation—  
Postal address—

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

SCHEDULE 101.—(CHAP. III., PART 3.)

INTERIM CERTIFICATE FOR IMPROVEMENTS.

Office of the Board of Land and Works,  
Melbourne.

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

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

President.  
Member.

SCHEDULE 102.—(CHAP. III., PART 3.)

APPLICATION FOR LEASE OR CROWN GRANT OF AN AGRICULTURAL ALLOTMENT.

Extent of land— Being the holder of a licence to occupy as an agricultural allotment the land specified in the margin hereof, and having occupied the said land for a period of at least \_\_\_\_\_ years, and having complied with the conditions of such licence, I hereby apply for a <sup>\*Lease</sup> <sub>Grant</sub> of the said land, and for the certificate of the Board of Land and Works for the improvements thereon; and I furnish in support of this application the particulars set forth in my subjoined declaration.

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

Date of licence --  
 Signature—  
 Occupation—  
 Postal address—

\* If a lease be applied for, the word grant should be struck out and vice versa.

Declaration.†

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

1. That I have paid all fees due on the said licence.
2. That I have not at any time assigned or sublet the said allotment or any part thereof, or transferred my interest therein in whole or in part.
3. That within \_\_\_\_\_ years from the issue of the said licence the said allotment was enclosed with a good and substantial fence.
4. That within \_\_\_\_\_ from the issue of the said licence, and thenceforward during the continuance thereof, I occupied for a period not less than \_\_\_\_\_ the said allotment.
5. That before the end of the \_\_\_\_\_ year from the commencement of the said licence I made upon the said allotment permanent and substantial improvements of the value of \_\_\_\_\_ for every acre and fractional part of an acre contained therein.
6. That I have complied with all the other conditions of the said licence.
7. That I make this application in conformity with the provisions of the Land Act 1901, and not in violation of any of them.
8. That the statements made and the answers given by me in reply to the questions hereto are true and correct in every particular.

Fencing:—	Description thereof.	No. of Chains.	Cost per Chain	Total Cost.
	Is the land all enclosed according to licensed boundaries? (See paragraph marked* post.)			£ s. d.
	Have you arranged with occupiers of adjoining lands for payment of any portion of the dividing fences?			
	Who are the occupiers of the adjoining lands?			
Buildings:—	Description.	Dimensions.	Materials.	
Water storage:—	Description.	Dimensions, &c.		
	Dam ... ..			
	Tank ... ..			
	Well ... ..			
All other improvements:	Particulars of Nature and Cost.			
	Total Cost of Improvements ... ..			£

How many rooms does your dwelling-house return? ... ..

Is it permanently attached to the soil of this allotment? ... ..

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





SCHEDULE 106.—(CHAP. III., PART 3.)

APPLICATION FOR AN AGRICULTURAL ALLOTMENT UNDER PERPETUAL LEASE.

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

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

Signature—  
Occupation—  
Postal address—

Declaration.

I, \_\_\_\_\_ of \_\_\_\_\_  
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 first-class land, or \_\_\_\_\_ acres second class  
land; that I am not under eighteen years of age; that with  
respect to this application I am not an agent, or a servant of,  
or a trustee for, any other person; that I have not entered into  
nor promised to enter into any agreement to permit any other  
person to acquire by purchase or otherwise the allotment in  
respect of which this application is made, or any part thereof, or  
my interest therein, or the usufruct thereof; and that the  
statements made by me in reply to the questions hereto 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 ... ..	
2. Have you at any time obtained land under lease or licence from the Crown? If so— When? ... .. Under what section and Act? ... .. Where situated? ... .. Area ... ..	

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

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

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

SCHEDULE 107.—(CHAP. IV., PART 3.)

APPLICATION TO MORTGAGE OR TRANSFER OF A PERPETUAL LEASE UNDER THE LAND ACT 1901.

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

*Declaration.*

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

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

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

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

DECLARATION BY PROPOSED TRANSFERREE.

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

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

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

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

SCHEDULE 108.—(CHAP. III., PART 3.)

APPLICATION TO SURRENDER PERPETUAL LEASE WITH A VIEW TO ISSUE OF AN AGRICULTURAL ALLOTMENT LICENCE.

I, \_\_\_\_\_ of \_\_\_\_\_ hereby apply for permission to surrender to His Majesty the King my perpetual lease of allotment \_\_\_\_\_ of section \_\_\_\_\_ parish of \_\_\_\_\_ with a view to the issue to me of an agricultural allotment licence in respect of such allotment.

The written approval of the mortgagee is transmitted herewith.  
Signature—  
Occupation—  
Postal address—

*Declaration.*

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

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

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

Signature—

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

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

† I hereby certify that this declaration was read to the declarant in my presence this \_\_\_\_\_ day of \_\_\_\_\_  
 Justice of the Peace in and for the \_\_\_\_\_ Bailiwick  
 of the State of Victoria.

SCHEDULE 109.—(CHAP. IV., PART 3.)

Section 309, *Land Act 1901*.

APPLICATION FOR A LEASE.

\* Here state names in full. † The maximum area which may be applied for is 100 acres.

\* I, \_\_\_\_\_ of \_\_\_\_\_ hereby apply for a right to the lease, at a peppercorn rent, of \_\_\_\_\_ acres under section 309, *Land Act 1901*, in the "Little Desert," county of Lowan

Dated this \_\_\_\_\_ day of \_\_\_\_\_ one thousand nine hundred and \_\_\_\_\_

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 310 of the *Land Act 1901*, 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 \_\_\_\_\_ in the State of Victoria, this \_\_\_\_\_ day of \_\_\_\_\_ one thousand nine hundred and \_\_\_\_\_ before me \_\_\_\_\_ Justice of the Peace in and for the \_\_\_\_\_ Bailiwick of the State 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.

SCHEDULE 110.—(CHAP. IV., PART 3.)

DECLARATION BY LESSEE UNDER SECTION 309, LAND ACT 1901, AS TO COMPLIANCE WITH IMPROVEMENT CONDITION.

Extent of land— I, \_\_\_\_\_ of \_\_\_\_\_, being the holder of a lease (under section 309, *Land Act 1901*) of the land specified in margin, declare as follow:—

A. R. P.

Parish— \_\_\_\_\_

County— \_\_\_\_\_

Allotment— \_\_\_\_\_

Section— \_\_\_\_\_

Date of lease— \_\_\_\_\_

1. That during each of the \_\_\_\_\_ year 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.

2. That I now apply for a certificate in conformity with the provisions of the *Land Act 1901*.

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.	Total Cost
			£ s d.

*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 State of Victoria, this \_\_\_\_\_ day of \_\_\_\_\_ 190\_\_\_\_, before me, \_\_\_\_\_ Justice of the Peace in and for the \_\_\_\_\_ Balliwick of the State of Victoria, or Commissioner for taking Declarations and Affidavits.

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

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

SCHEDULE 111 (CHAP. IV., PART 3).

INTERIM CERTIFICATE FOR IMPROVEMENTS "LITTLE DESERT LAND," SECTION 309, LAND ACT 1901.

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 \_\_\_\_\_ roods \_\_\_\_\_ 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 \_\_\_\_\_ 190\_\_\_\_, in the presence of—

President.  
Member.

SCHEDULE 112.—(CHAP. IV., PART 3.)

APPLICATION FOR CROWN GRANT BY A LESSEE UNDER SECTION 309, LAND ACT 1901.

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.

Parish—  
County—  
Allotment—  
Section—  
Date of lease—

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 1901*.
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.					
WaterStorage:—	Description.	Dimensions, &c.						
	Dam— Tank— Well—							
All other im- provements:—	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—

January 14, 1902.

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

SCHEDULE 113.—(CHAP. IV., PART 3.)

CERTIFICATE FOR IMPROVEMENTS. "LITTLE DESERT LAND," SECTION 309,  
LAND ACT 1901

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 \_\_\_\_\_ county of \_\_\_\_\_ comprising \_\_\_\_\_ acres \_\_\_\_\_ roods \_\_\_\_\_ perches held under lease by \_\_\_\_\_ of \_\_\_\_\_ since \_\_\_\_\_ have been made during each of the five years of the currency of the lease on the said allotment, as required by such lease, and that the said \_\_\_\_\_ has proved to the satisfaction of the Board that he has complied with all other conditions of the said lease.

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

SCHEDULE 114.—(CHAP. IV., PART 3.)

Section 310, Land Act 1901.

APPLICATION FOR PERMISSION TO TRANSFER A LEASE OF LAND IN THE  
"LITTLE DESERT."

Allotment— I, \_\_\_\_\_ of \_\_\_\_\_ being the holder of a  
 Section— lease of the land described in the margin, and having com-  
 plied with all the covenants and conditions of the lease,  
 Parish— hereby apply for the consent of the Board of Land and  
 Area— A. R. P. \_\_\_\_\_ Works to the transfer of the lease to  
 \_\_\_\_\_ of \_\_\_\_\_  
 Signature—  
 Occupation—  
 Address—

Declaration by Transferrer.

I, \_\_\_\_\_ of \_\_\_\_\_ in the State of Victoria,  
 do solemnly and sincerely declare, in respect of the land above described, that  
 I have, up to the date of this application, complied with all the conditions of  
 the lease, that my reasons for desiring to transfer are \_\_\_\_\_  
 and that the statements in reply to the questions hereto are true and correct in  
 every particular.

Questions.	Statements in Reply.
1. Is the land free from vermin? ...	
2. Have you effected any improvements on the land? If so, give particulars of, nature, and cost ...	

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

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

Declaration by proposed Transferee.

I, \_\_\_\_\_ of \_\_\_\_\_ in the State of Victoria,  
 do solemnly and sincerely declare that the area I now desire to obtain by  
 transfer would not, if added to the area already held by me under lease and  
 agricultural allotment licence in the mallee country or the mallee border,

exceed 1,920 acres; that I am not under eighteen years of age; and that the statements made by me in reply to the questions hereto subjoined are true and correct in every particular.

Questions.	Statements in Reply.
1. Do you own any land in fee simple? If so, state area and situation ...	
2. Have you at any time obtained any land in the mallee country or the mallee border under perpetual lease or agricultural allotment licence? If so, Where situated ... Area ... Do you still hold it? ...	
3. Have you at any time obtained any land under mallee allotment lease? If so, Where situated ... Area ... Do you still hold it? ...	
4. Are you prepared to comply fully with the conditions of the lease?	

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

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

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

SCHEDULE 115.—(CHAP. VI., PART 3.)  
VOTING-PAPER.

I, \_\_\_\_\_ the undersigned, being the owner of \_\_\_\_\_ sheep, \_\_\_\_\_ cattle, depasturing on mallee block No. \_\_\_\_\_ [or Nos. \_\_\_\_\_] [or lessee of mallee allotment No. \_\_\_\_\_] county of \_\_\_\_\_ and entitled to \_\_\_\_\_ votes for the election of members of the Local Committee for the \_\_\_\_\_ Vermin District hereby vote for \_\_\_\_\_ of \_\_\_\_\_ as members of the Local Committee for the said district.  
Dated this \_\_\_\_\_ day of \_\_\_\_\_

* Signature.	Address.	Number of Votes.

\* If the vote is given by proxy, the voting-paper should be signed A. B. [person entitled to vote] by his duly authorized proxy.

I, \_\_\_\_\_ the undersigned, the lessee of mallee allotment No. \_\_\_\_\_ county of \_\_\_\_\_ situated in \_\_\_\_\_ Vermin District, and entitled to one vote for the election of members of the Local Committee for the \_\_\_\_\_ Vermin District hereby vote for \_\_\_\_\_ of \_\_\_\_\_ as members of the Local Committee for the said district.  
Dated this \_\_\_\_\_ day of \_\_\_\_\_  
Signature—

SCHEDULE 116.—(CHAP. VI., PART 3.)  
FORM OF PROXY.

I, \_\_\_\_\_ of \_\_\_\_\_ being the lessee of mallee block No. \_\_\_\_\_ on which I am running \_\_\_\_\_ sheep, cattle, mallee allotment No. \_\_\_\_\_ situate in \_\_\_\_\_ Vermin District, and entitled to \_\_\_\_\_ votes for the election of members of Local Committee for the said district, hereby appoint \_\_\_\_\_ of \_\_\_\_\_ as my proxy to vote for me on my behalf at the election of members of the said Committee to be held on the \_\_\_\_\_ day of \_\_\_\_\_  
As witness my hand this \_\_\_\_\_ day of \_\_\_\_\_  
Signed by the said \_\_\_\_\_ in the presence of \_\_\_\_\_  
I, \_\_\_\_\_ the undersigned, the lessee of mallee allotment No. \_\_\_\_\_ county of \_\_\_\_\_ situate in \_\_\_\_\_ Vermin District, and entitled to one vote for the election of members of Local Committee for the said district, hereby appoint \_\_\_\_\_ of \_\_\_\_\_ as my proxy to vote for me on my behalf at the election of members of the said Committee to be held on the \_\_\_\_\_ day of \_\_\_\_\_  
As witness my hand this \_\_\_\_\_ day of \_\_\_\_\_  
Signed by the said \_\_\_\_\_ in the presence of \_\_\_\_\_

January 14, 1902. 194

SCHEDULE 117.—(CHAP. VI., PART 3.)  
FORM OF NOTICE.—SECTION 194.

To \_\_\_\_\_ lessee of mallee  
We, \_\_\_\_\_ do hereby, under and by virtue of the 194th  
section of Part II. Division 5 of the *Land Act 1890*, give you notice and  
require you to destroy all vermin upon mallee block No. \_\_\_\_\_  
or mallee allotment No. \_\_\_\_\_ occupied by you, within thirty  
days of the service hereof upon you. And we do further give you notice  
that, if you fail to destroy such vermin within the time aforesaid, we, or  
some other person authorized by us, will enter upon the said mallee block  
or mallee allotment, and use such means as may seem expedient to take and  
destroy vermin and remove the carcasses or any portion thereof, and for  
that purpose, if deemed necessary, will stop any burrows or holes, and after  
forty-eight hours' notice to you and the adjoining owners, lessees, and occu-  
piers (if any) will burn or destroy any brushwood or fences on such land  
which may be found to harbour vermin.

Dated this \_\_\_\_\_ day of \_\_\_\_\_  
Chairman of Local Committee.

SCHEDULE 118.—(CHAP. VI., PART 3.)  
CERTIFICATE OF DESTRUCTION.

We hereby certify that \_\_\_\_\_ of \_\_\_\_\_  
in the district of \_\_\_\_\_ delivered to us the scalps of \_\_\_\_\_  
destroyed within this district, and more particularly described below, and  
that he is entitled to receive payments for the same to the amount of \_\_\_\_\_  
And we further certify that such scalps have been duly  
destroyed in our presence.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_  
Member of Committee.  
Secretary.

SCHEDULE AB.—(CHAP. I., PART 3.)  
LEASE OF MALLEE BLOCK, LAND ACT 1901.

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 State of Victoria and its Dependencies in the name and on behalf of  
His Most Gracious Majesty King Edward VII. 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 State of Victoria (here-  
inafter called the "lessee") of the third part.

Whereas the lessee has under the provisions of Section 311 of the *Land  
Act 1901* made application for a lease of the mallee block intended to be  
herely 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  
His Majesty doth by these presents grant and demise unto the lessee the  
Mallee Agricultural and Pastoral Company Limited, a company incorpo-  
rated 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 excepting

and reserving unto His Majesty his heirs and suc-  
cessors 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 His Majesty his 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 His Majesty his 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 1901* 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  
His Majesty his heirs and successors and each and every person being under  
the provisions of the said Act the lessee or the executors administrators  
or assigns of the lessee of any part of a mallee block or of a mallee allot-  
ment or of an agricultural allotment and the holder of a miner's right or

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



of a gold-mining or mineral lease or a licence to search for metals and minerals and his 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 heretofore 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 preceeding the expiration of the said term.

And the lessee doth hereby for itself and assigns covenant and agree with His Majesty his 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 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 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.

4. 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.

5. 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 its 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 Act 1901*.

6. 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.

7. 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 1901* 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.

8. 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.

9. 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 Act 1901* 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.

10. 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.

11. 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.

12. That it or they will at the expiration or sooner determination of the said term hereby granted peaceably deliver up to His Majesty or his 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.

13. 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.

14. 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.

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

16. 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 300th section of the *Land Act* 1901.

17. That these presents are upon this further condition that notwithstanding anything contained in section 232 of the *Land Act* 1901 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.

18. 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.

19. That these presents are upon this further condition that His Majesty his 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 142 and 145 of the *Land Act* 1901 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.

20. That these presents are upon this further condition that His Majesty his 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* 1901 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.

21. 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 His 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 His Majesty and any bailiff of Crown lands and all persons acting in the matters complained of in such action or other proceedings.

22. That these presents are upon this further condition that if and whenever the term hereby granted may be determined by or on behalf of His Majesty his 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 State of Victoria and its Dependencies hath on behalf of His Majesty the King caused this demise to be sealed with the seal of the said State 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.  
 Member. } (L.S.)

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

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

SCHEDULE AC.—(CHAP. II., PART 3.)

LEASE OF MALLEE ALLOTMENT.

THIS INDENTURE dated in accordance with the *Land Act 1901* the first day of in the year of our Lord One thousand hundred being the day the person hereinafter named became entitled to this lease between His Excellency Governor in and over the State of Victoria and its Dependencies in the name and on behalf of His Most Gracious Majesty King Edward VII. of the first part the Board of Land and Works (hereinafter referred to as the "Board") of the second part and 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 150th 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 His 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

Notz.—The lengths Excepting and reserving unto His Majesty  
 of the boundaries his heirs and successors all gold and silver and auriferous and  
 are approximately argentiferous earth or stone and all copper tin antimony coal  
 given in this plan and all other metals and minerals and mineral ores what-  
 in links. 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 His Majesty his heirs and  
 successors and his 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 His Majesty his  
 heirs and successors and each and every person being under the provisions  
 of the *Land Act* 1890 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 his 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 His Majesty his 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* 1901 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 His Majesty his  
 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 if any rent payable under this demise be in arrear for one year 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 two years he or they will pay interest thereon  
 at the rate of Six 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 Seven 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 49 of the *Land Act* 1901.

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

4. That he or they will not cultivate except with the consent of the Board  
 obtained pursuant to and subject to the provisions of section 302 of the  
*Land Act* 1901 nor assign sublet or part with the possession of the mallee allot-  
 ment 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 con-  
 sent 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* 1901 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 Act* 1901 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 282 of the *Land Act* 1901 that neither he nor they shall or will claim to 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 His Majesty or his 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 or 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 300th section of the *Land Act* 1901.

20. 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 or 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 hitherto 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.

21. That these presents are upon this further condition that His Majesty his 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 1901* 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 1901* to be determined as by the said Act 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 His Majesty reserves to His Majesty his 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 Act 1901* to be determined as by the said Act 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 as hereinbefore provided then these presents and the term hereby created shall be void and of no effect and immediately upon these presents and the term hereby created becoming void and of no effect under any of the conditions aforesaid it shall be lawful for any bailiff of Crown lands or for any other agents or officers authorized in that behalf without any demand whatsoever to enter upon the land hereby demised and the lessee his executors administrators and assigns and all persons claiming 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 His 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 in and over the State of Victoria and its Dependencies hath on behalf of His Majesty the King caused this demise to be sealed with the seal of the said State on the \_\_\_\_\_ day of \_\_\_\_\_ 1901 the Board of Land and Works hath hereunto affixed its common seal and the Lessee hath hereunto set his hand and seal.

(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 AD.—(CHAP. III., PART 3.)

RESIDENCE LICENCE UNDER THE LAND ACT 1901 OF AN AGRICULTURAL ALLOTMENT IN MALLÉE.

THIS INDENTURE dated in accordance with the *Land Act 1901* the first day of \_\_\_\_\_ in the year of our Lord One thousand \_\_\_\_\_ hundred \_\_\_\_\_ being the day the person hereinafter named

became entitled to this licence between His Excellency Governor in and over the State of Victoria and its Dependencies in the name and on behalf of His Most Gracious Majesty King Edward VII. of the one part and \_\_\_\_\_ of

in the said State (hereinafter called the "licensee") of the other part. Whereas the licensee having applied for this licence and made the declaration required by the 49th section of the *Land Act 1901* the Governor with the advice of the Executive Council has agreed to grant the same on the faith that the applicant does not by becoming the licensee violate or fail to comply with any of the provisions of the *Land Act 1901*. And whereas the Governor with the advice aforesaid has approved of and directed the conditions and provisions hereinafter contained to be inserted in this licence framed in accordance with the regulations made in pursuance of the provisions of the said Act. And whereas the licensee has paid half a year's fee for occupation in advance. Now this Indenture witnesseth that in consideration of the payment aforesaid of the fee for occupation hereby reserved and of the agreements by the licensee hereinafter contained the Governor with the advice aforesaid and in exercise of the power given by the *Land Act 1901* doth hereby grant unto the licensee licence and liberty to enter

upon and personally to occupy in accordance with the provisions of the said Act the surface and down to a depth of                    feet below the surface of all that agricultural allotment situate in the mallice border in the parish of                    county of                    in the

State of Victoria containing                    acres more or less and delineated on the plan of the said parish kept in the office of the Commissioner of Lands and Survey at Melbourne and thereon numbered                    in the said parish and also delineated on the plan drawn in the margin of these presents and thereon coloured yellow for the term of                    years from the day of the date of this licence Excepting and reserving unto His Majesty his heirs and successors all gold and silver and auriferous and argentiferous earth or stone and all copper tin antimony coal and all other metals and minerals and mineral ores whatsoever and all mines seams veins lodes and deposits containing gold silver copper tin antimony coal and all other metals and minerals and mineral ores in upon and under the land hereby licensed together with liberty for His Majesty his heirs and successors and his and their agents servants lessees licensees and assigns at any time or times during the said term to enter upon the said land and to search and mine therein for gold silver copper tin antimony coal and all other metals and minerals and mineral ores and to remove therefrom any gold silver auriferous and argentiferous earth or stone copper tin antimony coal and all other metals and minerals and mineral ores and for the purposes aforesaid to sink shafts make drives and do any other things which may be necessary or usual in mining And also excepting and reserving to His Majesty his heirs and successors and the holder of a miner's right or of a licence to search for metals and minerals or of a gold-mining or mineral lease and his and their agents and servants tenants and workmen liberty and right of ingress egress and regress at all times through over and across the land hereby licensed with or without horses cattle and other animals carts waggons carriages and other vehicles to or from any claim or mine from and to any public road or track subject to such regulations to be made by the Governor with the advice of the Executive Council as may for the time being be in force The land comprised in this licence is also subject both during the currency of this licence and after the licensee shall have acquired the fee-simple or leasehold thereof to the right of any person being the holder of a miner's right or a licence to search for metals and minerals or of a gold-mining or mineral lease being allowed by the licensee his executors administrators and assigns to enter upon the area hereby licensed and search for gold silver copper tin antimony coal and other metals and minerals and mineral ores and to mine therein and thereon and to erect and occupy mining plant and machinery thereon in the same manner and under the same conditions and provisions as those on which persons holding the like authority had at the time of the passing of the *Land Act* 1901 the right to mine for gold and silver in and upon Crown lands provided that compensation shall be paid to the licensee by such persons for surface damage to be done to such lands by reason of mining thereon such compensation to be determined as by law required and the payment thereof to be a condition precedent to such right of entry and this licence is subject to the condition that the licensee shall at all times during the currency hereof permit every such person to exercise the right aforesaid Yielding and paying therefor during the same term a yearly fee for occupation of                    being calculated at the rate of                    per annum for each and every acre or fractional part of an acre contained in the said allotment and such further fee (if any) fixed by any Order in Council made in that behalf under and by virtue of the provisions of section 49 of the *Land Act* 1901 the said yearly fee to be paid in advance by equal half-yearly payments on the first day of                    and the first day of                    in every year clear of all deductions the first of the half-yearly payments having been made in conformity with the provisions of the said Acts the next of the said half-yearly payments to be made on the first day of                    next and the last of the half-yearly payments to be made on the first day of                    next preceding the expiration of the term of this licence The licensee for himself his heirs executors and administrators hereby agrees with the Governor as follows:—

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

1. To pay the said licence-fee in moieties in advance at the times and in the manner hereinbefore appointed for payment thereof clear of all deductions.

2. 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 Five 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 Six pounds per annum and if such rent be in arrear for three years he or they will pay interest thereon at the rate of Seven pounds per centum per annum and if such rent shall be in arrear for four years from the time when the same became due 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 49 of the *Land Act* 1901.

3. To pay by                    equal half-yearly instalments of £                    each the sum of £                    being the amount determined by the Board of Land and Works and paid or payable by His Majesty the Governor in Council or the Board to the former tenant of the land hereby licensed for improvements of a permanent character on the land hereby licensed and for such former tenant's interest under his lease in such land together with interest at the rate of Three pounds per centum per annum to be computed with respect to each instalment for the period which has elapsed between the date hereof and the end of the half-year in which payment of such instalment is made the payment of the first of such instalments together with interest due up to that date to be made on the                    day of                    next and every subsequent payment of instalment and interest on the days hereinbefore appointed for the payment of the licence-fee hereunder provided that any default in the payment of any half-yearly instalment of such amount shall have the like consequences as a default in the payment of any instalment of licence-fees hereunder and may be levied or recovered by or under the authority of the Board in like manner as any rent is leviable or recoverable by law and in case the same be levied by distress an order under the seal of the Board shall be a sufficient warrant and authority to distrain.

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

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

6. To at once and to the satisfaction of the Board of Land and Works commence and continue to destroy and within two years after the issue of this licence to have destroyed to the satisfaction of the Board the animals and birds by the *Land Act* 1901 included in the term "vermin" or which the

Governor with the advice of the Executive Council may by proclamation in the *Government Gazette* declare to be vermin for the purposes of the said Acts upon such land and to keep the same free from such animals and birds to the satisfaction of the said Board during the currency of this licence.

7. To enclose within six years from the issue of this licence if not sooner called upon under the provisions of the *Fences Act 1890* the land herein comprised with a fence of such kind as shall come within the meaning assigned to the word "fence" by the *Land Act 1901* and keep the same in repair during the continuance of this licence.

8. That he will within twelve months after the issue of this licence commence and thenceforward during the continuance of this licence without intermission (except for any period specified in a notice registered in conformity with the provisions of the 49th section of the *Land Act 1901*) occupy personally the said allotment.

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

10. That he will not without the special permit in writing of the Minister of the Crown for the time being administering the *Land Act 1901* first had and obtained cut damage or remove or cause or permit to be cut damaged or removed any live pine box or redgum tree growing on the land hereby licensed Provided that no breach of this covenant shall be deemed to have occurred in case of any pine box or redgum tree cut and removed without such permit if it be proved the same was required and actually used for the purpose of fencing such land or constructing thereon any building or improvement.

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

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

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

14. That if and whenever any part of the said fees for occupation and any instalment of the amount hereinbefore agreed to be paid or any interest thereon is in arrear whether the same have or has been demanded or not or if and whenever there shall be a breach of any of the agreements positive or negative by the licensee herein contained or if this licence be assigned whether by operation of law or otherwise save as in the *Land Act 1901* is otherwise expressly provided or if the said allotment or any part thereof is sublet or in case the licensee do not within twelve months after the issue of this licence and thenceforward during the continuance of this licence without intermission (except as hereinbefore mentioned) personally occupy the said allotment or in case substantial and permanent improvements certified in writing under the seal of the Board of Land and Works or under the hands of arbitrators as provided by the *Land Act 1901* to be of the value of \_\_\_\_\_ for every acre and fractional part of an acre of the allotment have not been made on the said allotment by the licensee before the end of the sixth year from the commencement of this licence or if it at any time be shown to the satisfaction of the Governor with the advice aforesaid (and that it has been so shown the production of a copy of the *Government Gazette* containing a notice purporting to be signed by the responsible Minister of the Crown for the time being administering the said Act so declaring or notifying or declaring or notifying that this licence has become forfeited and void shall be conclusive evidence) that the licensee became such licensee or that he held or continued to hold this licence in violation of or non-compliance with any of the provisions of the said Acts or that the licensee has committed a breach of or not fulfilled any of the conditions of this licence then and in any of such cases this licence shall be void and of no effect and the holder (if any) of a licence lien over the improvements made on such allotment shall have no claim either at law or in equity against His Majesty the Governor in Council or the Board of Land and Works by reason of the loss of such lien on the forfeiture or abandonment of this licence provided that the Minister of the Crown for the time being administering the *Land Act* may if he think fit repay to the holder of any such licence lien out of any moneys received by him in respect of any improvements on such allotment the whole or any part of the sum of money secured by such licence lien provided further that satisfactory proof be shown that the moneys secured by such licence lien were advanced and that such licence lien was given *bond fide* and without fraud or improper collusion on the part of the licensee or of the holder of such licence lien.

15. That ancillary and without prejudice to the provisions of the 81st and 166th sections of the *Land Act 1901* it is hereby agreed that immediately upon this licence so becoming void and of no effect it shall be lawful for any bailiffs of Crown lands or for any other agents or officers authorized in that behalf without any demand whatever to enter upon the said allotment and the licensee and all persons claiming from under or through him for ever to expel and remove therefrom without any legal process whatsoever and as effectually as any sheriff might do in case His Majesty had obtained judgment in ejectment or in an action for the recovery of land and a writ of *habere facias possessionem* or writ of possession or other process had issued on such judgment directed to such sheriff in due form of law and that in case of such entry and any action being brought or other proceedings taken for or on account of the same by any person whatsoever the defendants or defendant to such action may plead leave and licence thereto and these presents shall be conclusive evidence of the leave and licence of the licensee and all persons claiming from under or through him to any bailiff of Crown lands and all persons acting in the matters complained of in such action or other proceeding.

16. That the lands hereby licensed shall during the currency of this licence be deemed lands of the Crown within the meaning of section 419 of the *Land Act 1901* and that upon the making of any Order in Council under the provisions in the said section contained the enhanced licence-fee therefor fixed by such Order in Council shall be payable in respect of such lands as though such licence-fee had been so fixed prior to the granting of this licence.

17. That if the licensee during the said period of six years occupy the said allotment for not less than five years and fence and make the improvements of the nature and value hereinbefore mentioned on the said allotment during the said period of six years and prove to the satisfaction of the Board of Land and Works (to be certified under its seal) by such evidence as the Board may require that he has complied with the said conditions and with all other conditions hereof he shall be entitled at any time within twelve months after six years from the commencement of this licence to demand and obtain from the Governor in Council a Crown grant upon payment of \_\_\_\_\_ or of such other sum (if any) not being



less than one-eighth part greater nor more than double the sum of as may be fixed by any Order in Council made in that behalf under and by virtue of the provisions of section 419 of the *Land Act* 1901 for each acre or fractional part of an acre or otherwise he may obtain a lease of the said allotment and such lease shall be for a term of years at a yearly rent of or of such other sum (if any) not being less than one-eighth part greater nor more than double the sum of as may be fixed by any Order in Council as aforesaid for each acre or fractional part of an acre so demised payable in equal parts half-yearly in advance and will contain the usual covenants for the payment of rent and a condition for re-entry on non-payment thereof and such other covenants conditions exceptions and reservations as the Governor in Council may direct.

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

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

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

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

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

23. The licensee for himself his heirs executors and administrators further agrees 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 licensed 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 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 licensee his heirs executors and administrators 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 for 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 licence 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 parties nor in respect of the severance of such land from the other lands held under this licence And it is hereby expressly agreed between the parties hereto that this covenant is to be construed as a release by the said licensee his heirs executors and administrators 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.

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

In witness whereof His Excellency

Governor in and over the State of Victoria and its Dependencies hath on behalf of His Majesty the King caused this Indenture to be sealed with the seal of the said State on the day of 1901 and the licensee hath hereunto set his hand and seal.

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

#### SCHEDULE AE.—(CHAP. III., PART 3.)

##### NON-RESIDENCE LICENCE OF AN AGRICULTURAL ALLOTMENT IN MALLEE.

THIS INDENTURE dated in accordance with the provisions of the Land Acts the first day of in the year of our Lord One thousand hundred and being the day the person hereinafter named became entitled to this licence between His Excellency Governor and Commander-in-Chief in and over the State of Victoria and its Dependencies in the name and on behalf of His Most Gracious Majesty King Edward VII. of the one part and of the other part (hereinafter called the "licensee") Whereas the licensee being a person entitled to become a licensee of an agricultural allotment under the provisions of the Land Acts has applied for this licence and has paid a half-year's fee therefor in advance And whereas the Governor with the advice of the Executive Council has approved of and directed the conditions and provisions hereinafter contained to be inserted in this licence framed in accordance with the Regulations made in pursuance of the provisions of the *Land Act* 1901 Now this indenture

witnesseth that in consideration of the payment aforesaid of the fee for this licence hereby reserved and of the agreements by the licensee hereinafter contained the Governor with the advice aforesaid and in exercise of the power given by the *Land Act* 1901. Doth hereby grant unto the licensee licence and liberty to enter upon improve and occupy the surface and down to a depth of feet below the surface of all that agricultural allotment situate in the mallee country in the parish of in the State of Victoria containing acres more or less and delineated on the plan of the said parish kept in the office of the Commissioner of Lands and Survey at Melbourne and thereon numbered in the said parish and also delineated on the plan drawn in the margin of these presents and thereon coloured yellow for the term of six years from the day of the date of this licence. Excepting and reserving unto His Majesty his heirs and successors all gold and silver and auriferous and argentiferous earth or stone and all copper tin antimony coal and all other metals and minerals and mineral ores whatsoever and all mines seams veins lodes and deposits containing gold silver copper tin antimony coal and all other metals and minerals and mineral ores in upon and under the land hereby licensed together with liberty for His Majesty his heirs and successors and his and their agents servants lessees licensees and assigns at any time or times during the said term to enter upon the said land and to search and mine therein for gold silver copper tin antimony coal and all other metals and minerals and mineral ores or to remove therefrom any gold silver auriferous and argentiferous earth or stone copper tin antimony coal and all other metals and minerals and mineral ores and for the purposes aforesaid to sink shafts make drives and do any other things which may be necessary or usual in mining. And also excepting and reserving to His Majesty his heirs and successors and the holder of a miner's right or a licence to search for metals and minerals or of a gold-mining or mineral lease and his and their agents and servants tenants and workmen liberty and right of ingress egress and regress at all times through over and across the premises hereby licensed with or without horses cattle and other animals carts waggons carriages and other vehicles to or from any claim or mine from and to any public road or track subject to such regulations to be made by the Governor with the advice of the Executive Council as may for the time being be in force. The land comprised in this licence is also subject both during the currency of this licence and after the licensee shall have acquired the fee-simple or leasehold thereof to the right of any person being the holder of a miner's right or a licence to search for metals and minerals or of a gold-mining or mineral lease being allowed by the licensee his executors administrators and assigns to enter upon the area hereby licensed and search for gold silver copper tin antimony coal and other metals and minerals and mineral ores and to mine therein and thereon and to erect and occupy mining plant and machinery thereon in the same manner and under the same conditions and provisions as those on which persons holding the like authority had at the time of the passing of the *Land Act* 1901 the right to mine for gold and silver in and upon Crown lands provided that compensation shall be paid to the licensee by such persons for surface damage to be done to such lands by reason of mining thereon such compensation to be determined as by law required and the payment thereof to be a condition precedent to such right of entry and this licence is subject to the condition that the licensee shall at all times during the currency hereof permit every such person to exercise the right aforesaid. Yielding and paying therefor during the said term a yearly fee for this licence of per annum for each and every acre or fractional part of an acre contained in the said allotment and such further fee (if any) fixed by any Order in Council made in that behalf under and by virtue of the provisions of section 419 of the *Land Act* 1901 the said yearly fee to be paid in advance by equal half-yearly payments on the first day of and the first day of in every year clear of all deductions the first of the said half-yearly payments having been made in advance the next of the said half-yearly payments to be made on the first day of next and the last of the said half-yearly payments to be made on the first day of next preceding the expiration of the term of this licence. The licensee for himself his heirs executors and administrators hereby agrees with the Governor as follows:—

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

1. To pay the said licence-fee in moieties in advance at the times and in the manner herebefore 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 Five 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 Six 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 Seven 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 49 of the *Land Act* 1901.

3. To pay by equal half-yearly instalments of £ each the sum of £ being the amount determined by the Board of Land and Works and paid or payable by His Majesty the Governor in Council or the Board to the former tenant of the land hereby licensed for improvements of a permanent character on the land hereby licensed and for such former tenant's interest under his lease in such land together with interest at the rate of Three pounds per centum per annum to be computed with respect to each instalment for the period which has elapsed between the date hereof and the end of the half-year in which payment of such instalment is made the payment of the first of such instalments together with interest due up to that date to be made on the day of next and every subsequent payment of instalment and interest on the days herebefore appointed for the payment of the licence-fee hereunder. Provided that any default in the payment of any half-yearly instalment of such amount shall have the like consequences as a default in the payment of any instalment of licence-fees hereunder and may be levied or recovered by or under the authority of the Board in like manner as any rent is leviable or recoverable by law. And in case the same be levied by distress an order under the seal of the Board shall be a sufficient warrant and authority to distain.

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

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

6. To at once and to the satisfaction of the Board of Land and Works commence and continue to destroy and within two years after the issue of this licence to have destroyed to the satisfaction of the said Board the animals and birds by the *Land Act 1901* included in the term "vermin" or which the Governor with the advice of the Executive Council may by proclamation in the *Government Gazette* declare to be vermin for the purposes of the said Acts upon such land and to keep the same free from such animals and birds to the satisfaction of the said Board during the currency of this licence.

7. That he will enclose within six years from the issue of this licence if not sooner called upon under the provisions of the *Fences Act 1890* the land herein comprised with a fence of such kind as shall come within the meaning assigned to the word "fence" by the *Land Act 1901* and keep the same in repair during the continuance of this licence.

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

9. That he will not without the special permit in writing of the Minister of the Crown for the time being administering the *Land Act 1901* first had and obtained cut damage or remove or permit to be cut damaged or removed any live pine box or redgum tree growing on the land hereby licensed. Provided that no breach of this covenant shall be deemed to have occurred in case of any pine box or redgum tree cut and removed without such permit if it be proved the same was required and actually used for the purpose of fencing such land or constructing thereon any building or improvement.

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

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

12. That the Governor with the advice of the Executive Council or the Board of Land and Works for and on behalf of His Majesty his heirs and successors may at any time during the currency of this licence resume possession of all or any part or parts of the lands comprised in the said allotment which may be required for reserves for public purposes or for water supply purposes irrigation purposes reservoir works races dams water-courses drains or ditches or for railway purposes roads or highways canals or for tramways or other internal communication or for mining purposes provided that any moneys which may have been paid by the licensee to the Crown in respect of the lands so resumed shall be repaid to him His Majesty agreeing to pay further the actual cost of removing the improvements effected on the land so resumed or the amount of loss sustained in consequence of relinquishing improvements not removable such cost or amount to be fixed by the Board of Land and Works and shall be payable to such person or persons as the said Board may determine but no compensation for severance or for any person's interest in the unexpired term of this licence shall be given or allowed. The preceding provision shall be construed as independent of and concurrent with the powers conferred by the 180th section of the *Land Act 1901* and of the powers conferred by the provision of this licence hereinafter contained.

13. In case possession of any part or parts of the said lands be resumed as hereinafter mentioned the agreements and conditions herein contained with reference to the whole shall continue in force and apply to such part as shall be left in the possession of the licensee.

14. That if and whenever any part of the said fees for this licence or any instalment of the amount hereinbefore agreed to be paid or any interest thereon shall be in arrear whether the same has been demanded or not or if and whenever there shall be a breach of any of the agreements positive or negative by the licensee herein contained or if this licence be assigned whether by operation of law or otherwise save as in the *Land Act 1901* is otherwise expressly provided or if the said allotment or any part thereof is sublet or in case substantial and permanent improvements certified in writing under the seal of the Board of Land and Works or under the hands of arbitrators as provided by the said Acts to be of the value of \_\_\_\_\_ for every acre and fractional part of an acre of the allotment have not been made on the said allotment by the licensee in each and every year of the first \_\_\_\_\_ years from the commencement of this licence or if it at any time be shown to the satisfaction of the Governor with the advice aforesaid (and that it has been so shown the production of a copy of the *Government Gazette* containing a notice purporting to be signed by the responsible Minister of the Crown for the time being administering the *Land Act 1901* so declaring or notifying or declaring or notifying that this licence has become forfeited and void shall be conclusive evidence) that the licensee became such licensee or that he held or continued to hold this licence in violation of or non-compliance with any of the provisions of the *Land Act 1901* or that the licensee has committed a breach of or not fulfilled any of the conditions of this licence then and in any of such cases this licence shall be void and of no effect and the holder if any of a licence lien over the improvements made on such allotment shall have no claim either at law or in equity against His Majesty the Governor in Council or the Board of Land and Works by reason of the loss of such lien on the forfeiture or abandonment of this licence. Provided that the Minister of the Crown for the time being administering the *Land Act 1901* may if he thinks fit repay to the holder of any such licence lien out of any moneys received by him in respect of any improvements on such allotment the whole or any part of the sum of money secured by such licence lien. Provided further that satisfactory proof be shown that the moneys secured by such licence lien were advanced and that such licence lien was given *bond fide* and without fraud or improper collusion on the part of the licensee or of the holder of such licence lien.

15. That ancillary and without prejudice to the provisions of the 51st and 166th sections of the *Land Act 1901* it is hereby agreed that immediately upon this licence so becoming void and of no effect it shall be lawful for any bailiff of Crown lands or for any other agents or officers authorized in that behalf without any demand whatever to enter upon the said allotment and the licensee and all persons claiming from under or through him for ever to expel and remove therefrom without any legal process whatsoever and as effectually as any sheriff might do in case His Majesty had obtained judgment in ejectment or in an action for the recovery of land and a writ of *habere facias possessionem* or writ of possession or other process had issued on such judgment directed to such sheriff in due form of law and that in case of such entry and any action being brought or other proceedings taken for or on account of the same by any person whatsoever the defendants or defendant to such action may plead leave and licence thereto and these presents shall be conclusive evidence

of the leave and licence of the licensee and all persons claiming from under or through him to any bailiff of Crown lands and all persons acting in the matters complained of in such action or other proceeding.

16. That the lands hereby licensed shall during the currency of this licence be deemed lands of the Crown within the meaning of section 419 of the *Land Act 1901* and that upon the making of any Order in Council under the provisions in the said section contained the enhanced licence-fee therefor fixed by such Order in Council shall be payable in respect of such lands as though such licence-fee had been so fixed prior to the granting of this licence.

17. That if the licensee fence and make the improvements of the nature and value hereinbefore mentioned on the said allotment in each and every year of the first \_\_\_\_\_ years from the commencement of this licence and prove to the satisfaction of the Board of Land and Works (to be certified under its seal) by such evidence as the said Board may require that he has complied with the said conditions and with all other conditions hereof he shall be entitled at any time after the period of the currency of the licence or during the term of the lease hereinafter mentioned to demand and obtain from the Governor in Council a Crown grant upon payment of \_\_\_\_\_ or such other sum (if any) not being less than one-eighth part greater nor more than double the sum of \_\_\_\_\_ as may be fixed by any Order in Council made in that behalf under and by virtue of the provisions of section 419 of the *Land Act 1901* for each acre or fractional part of an acre or otherwise he may obtain a lease of the said allotment and such lease shall be for a term of fourteen years at a rent of \_\_\_\_\_ or of such other sum (if any) not being less than one-eighth part greater nor more than double the sum of \_\_\_\_\_ as may be fixed by any Order in Council as aforesaid per annum for each acre or fractional part of an acre so demised payable in equal parts half-yearly in advance and will contain the usual covenants for the payment of rent and a condition for re-entry on non-payment thereof and such other covenants conditions exceptions and reservations as the Governor in Council may direct.

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

19. In the case of the insolvency or death of the licensee during the currency of this licence it shall be lawful for the assignee or trustee in insolvency or for the executors or administrators of such licensee to assign within the time limited in that behalf by the said Act such licence to any person who is qualified for becoming a licensee under Part II. of the *Land Act 1901* and such person shall thereupon be with respect to such licence in the same position as though he had been the original licensee.

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

21. The licensee for himself his heirs executors and administrators further agrees 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 licensed 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 licensee his heirs executors and administrators 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 licence 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 licence. And it is hereby expressly agreed between the parties hereto that this covenant is to be construed as a release by the said licensee his heirs executors and administrators 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.

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

In witness whereof His Excellency  
Governor in and over the State of Victoria and its Dependencies  
hath on behalf of His Majesty the King caused this Indenture to be  
sealed with the seal of the said State on the \_\_\_\_\_ day of  
190 \_\_\_\_\_ and the Licensee hath hereunto set his  
hand and seal.

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

## SCHEDULE AF.—(CHAP. III., PART 3.)

## LEASE OF AN AGRICULTURAL ALLOTMENT (MALLEE) UNDER THE LAND ACT 1901.

THIS INDENTURE made between His Excellency the  
in and over the State of Victoria and its Dependencies in the name and on  
behalf of His Most Gracious Majesty King Edward VII. of the one part  
and (hereinafter called the "lessee") of the  
other part. Witnesseth that in consideration of the rent hereby reserved  
and the covenants and conditions herein contained and on the part of the  
lessee his executors administrators and assigns to be observed and per-  
formed His 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 in the State  
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 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 nine hundred for the  
term of years yielding and paying for the same unto His  
Majesty the King his heirs and successors during the said term the rent  
of per annum for every acre and fractional part of an acre  
of the said land together with such further rent (if any) fixed by any Order  
in Council made in that behalf under and by virtue of the provisions of  
section 419 of the *Land Act* 1901 such rent to be always paid by equal half-  
yearly payments in advance on the first day of January and the first day of  
July in each year and the next payment thereof to be made on the  
day of next Reserving and excepting unto His Majesty his  
heirs and successors the right of resumption of the whole or such part of  
the land hereby demised as may from time or at any time be required by  
the Board of Land and Works or the Victorian Railways Commissioner for  
railway purposes or by the Governor for water supply purposes irrigation  
purposes reservoirs dams races water-courses or drains or for public roads  
or highways or bridges or for mining purposes upon payment by His  
Majesty of the actual cost of removing the improvements or the amount of  
loss sustained in consequence of relinquishing improvements not removable  
such cost or amount to be fixed by the said Board such parts of the said  
land when the same may be required for any of the said purposes to be set  
out by description in a proclamation in the *Government Gazette* and also  
described in a notice in writing to the lessee his executors  
administrators or transferees by the Governor acting by  
and with the advice of the Executive Council such notice  
to the lessee his executors administrators and transferees  
to be sent through the post office addressed to the occupier  
of the land Excepting also unto His Majesty his heirs  
and successors all gold and silver and auriferous and  
argentiferous earth and stone and all copper tin antimony  
and minerals and mineral ores  
and all other metals and minerals and mineral ores  
whatsoever and all mines seams veins lodes and deposits  
containing gold silver copper tin antimony coal and all  
other metals and minerals and mineral ores in upon and  
under the demised land together with liberty to His  
Majesty his heirs and successors and his and their agents

NOTE.—The bear-  
ings and mea-  
surements are  
approximately  
given in this  
plan. The mea-  
surements are  
in links.

servants lessees licensees and assigns at any time or times hereafter during  
the said term to enter upon the said land and to search and mine therein  
and thereon for gold silver copper tin antimony coal and all other metals  
and minerals and mineral ores and to extract and remove therefrom any  
gold silver and any auriferous and argentiferous earth or stone copper tin  
antimony coal and all other metals and minerals and mineral ores and for  
the purpose aforesaid to sink shafts erect machinery carry on any works  
and do any other things which may be necessary or usual in mining Pro-  
vided that the said land is and shall be subject to the right of any person  
being the holder of a miner's right or of a licence to search for metals and  
minerals or of a mining or mineral lease to enter thereon and to mine for  
gold silver copper tin antimony coal and all other metals and minerals and  
mineral ores and to erect and occupy mining plant or machinery thereon  
in the same manner and under the same conditions and provisions as those  
which a person similarly qualified had at the time of the passing of the  
*Land Act* 1901 to mine for gold and silver in and upon Crown lands pro-  
vided that compensation shall be paid to the lessee his executors adminis-  
trators assigns and transferees by such person for surface damage to be  
done to such land by reason of mining thereon such compensation to be  
determined as provided by law and the payment thereof to be a condition  
precedent to such right of entry And provided also that the said land  
may be resumed under section 180 of the *Land Act* 1901 And the lessee  
for himself his heirs executors administrators and assigns doth hereby  
covenant with His Majesty his heirs and successors that he the lessee his  
executors administrators or assigns will observe perform and be bound by  
the several covenants conditions provisions agreements acts matters and  
things hereinafter contained (that is to say):—

1. That he or they will during the said term pay unto His Majesty his heirs or successors the rent hereby reserved by equal half-yearly payments in advance on the days hereinbefore appointed for the payment thereof.
2. That he or they will not at any time during the continuance of the term hereby granted without a licence from the Governor search in the land hereby demised for or take therefrom any metal or mineral or mineral ore.
3. That neither he nor they will without the special permit in writing of the Minister of the Crown for the time being administering the *Land Act* 1901 first had and obtained cut damage or remove or permit to be cut

damaged or removed any live pine box or redgum trees growing on the land hereby demised. Provided that no breach of this covenant shall be deemed to have occurred in case of any pine box or redgum tree cut and removed without such permit if it be proved the same was required and actually used for the purpose of fencing such land or constructing thereon any building or improvement.

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

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

6. 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.

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

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

In witness whereof His Excellency

in and over the said State of Victoria and its Dependencies at Melbourne hath on behalf of His Majesty the King caused this demise to be sealed with the seal of the said State and the said Lessee hath set hereto his hand and seal.

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

Schedule within referred to.—Special condition.

## SCHEDULE AG.—(CHAP. III., PART 3.)

## CROWN GRANT IN FEE.

(Mallee.)

E.  R.Entered in the Register Book vol. fol.  
VICTORIA.

Assistant Registrar of Titles.

EDWARD VII., by the Grace of God of the United Kingdom of Great Britain and Ireland King, Defender of the Faith, to all to whom these presents shall come, greeting—

WHEREAS in conformity with the laws relating to the sale and occupation of Crown lands in that portion of our State of Victoria known as the mallee the person hereinafter named ha in consideration of the sum of which sum has been duly paid to us become entitled to a grant in fee simple of the surface and down to the depth of feet below the surface of the land hereinafter described in the mallee Now know ye that in consideration of the sum so paid and in pursuance of the *Land Act* 1901, we do hereby grant unto h heirs and assigns so much and such parts as lie above the depth of feet below the surface of All that piece of land in the mallee in the said colony containing delineated with the measurements and abutments thereof in the map drawn in the margin of these presents and therein coloured Provided however that the grantee shall be entitled to sink wells for water and to the use and enjoyment of any spring or springs of water upon or within the boundaries of the said land for any and for all purposes as though he held the land without limitation as to depth Excepting however unto us our heirs and successors all gold and silver and auriferous and argentiferous earth or stone and all mines seams lodes and deposits containing gold silver copper tin antimony coal and other metals and minerals and mineral ores in upon and under and within the boundaries of the land hereby granted And also reserving to us our heirs and successors free liberty and authority for us our heirs and successors and our and their agents and servants at any time or times hereafter to enter upon the said land and to search and mine therein for gold silver copper tin antimony coal and all other metals and minerals and mineral ores and to extract and remove therefrom any gold silver and any auriferous and argentiferous earth or stone copper tin antimony coal and other metals and minerals and mineral ores and to search for and work dispose of and carry away the gold silver copper tin antimony coal metals minerals and their ores and the mines metals and minerals in the land lying in upon and under the land hereby granted and for the purposes aforesaid to sink shafts make drives erect machinery and to carry on any works and do any other things which may be necessary or usual in mining and with all other incidents that are necessary to be used for the getting of the said gold silver copper tin antimony coal and other metals and minerals and mineral ores and the working of all mines seams lodes and deposits containing gold silver copper tin antimony coal and other metals and minerals and mineral ores in upon or under the land hereby granted To hold unto the said h heirs and assigns for ever Provided always that the said land is and shall be subject to be resumed for mining purposes under section 180 of the *Land Act* 1901. And provided also that the said land is and shall be subject to the right of any person being the holder of a miner's right or of a licence to search for metals or minerals or of a mining or mineral lease to enter therein and to mine for gold silver copper tin antimony coal and other metals and minerals and mineral ores and to erect and to occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those to which the holder of a miner's right or of a mining or mineral lease had at the time of the passing of the *Land Act* 1901 the right to mine for gold and silver in and upon Crown lands Provided that compensation shall be paid to the said

h heirs executors administrators assigns and transferees by such person for surface damage to be done to and measurements such lands by reason of mining thereon such compensation are approximately to be determined as provided by the 179th section given on this plan of the said Act and the payment thereof to be a condition The measurements of the said Act and the payment thereof to be a condition are in links precedent to such right of entry.

Dated the day of in the year of our Lord One thousand being the day the person herein named became entitled to this grant.

In testimony whereof we have caused this our grant to be sealed at Melbourne with the seal of the said State. Witness our trusty and well-beloved Governor and Commander-in-Chief in and over the said State of Victoria and its Dependencies.

(L.S.)

## Memorials of Instruments.

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

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

## SCHEDULE AH.—(CHAP. III., PART 3.)

## PERPETUAL LEASE OF AGRICULTURAL ALLOTMENT.

## MÄLLER.

THIS INDENTURE dated in accordance with the provisions of the Land Acts the first day of \_\_\_\_\_ in the year of our Lord One thousand \_\_\_\_\_ hundred \_\_\_\_\_ being the day the person hereinafter named became entitled to this lease between His Excellency

Gövernör in and over the State of Victoria and its Dependencies with the advice of the Executive Council thereof in the name and on behalf of His Most Gracious Majesty King Edward VII. 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 His 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 mälled border in the State of Victoria containing \_\_\_\_\_ and shown with the measurements and abuttals 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 His Majesty his 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 drains 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 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 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 His Majesty his heirs and successors and his 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 1901* 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 \_\_\_\_\_ of \_\_\_\_\_ per annum until the first day of \_\_\_\_\_ of \_\_\_\_\_ 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 His Majesty his heirs and successors and with the Board that he the lessee his executors administrators or assigns will observe and perform and be bound by the several covenants conditions provisos agreements acts matters and things hereinafter contained (that is to say):—

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

1. That he or they will pay the rent for the time being payable hereunder at the times and in manner hereinbefore appointed for payment thereof clear of all deductions:—



2. That if any rent payable under this demise be in arrear for one year 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 two years he or they will pay interest thereon at the rate of Six 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 Seven 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 49 of the *Land Act 1901*.

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 four years of such term and at least one-half thereof before the end of the sixth year of such term or if he or they improve the said allotment to the satisfaction of the Board during the first six years of the term to the extent per acre of Ten shillings or seven shillings and sixpence or five shillings or two shillings and sixpence according to whether the land is first second third or fourth class this condition 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 this lease And 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.

6. That these presents are upon this condition that in the case at any time of the insolvency or death of the lessee it shall be lawful for the assigned or trustee in insolvency or for the executors or administrators of the lessee at any time within twelve calendar months from the date of such insolvency or death to assign this lease to any person who is qualified for becoming a lessee under the Land Acts and such person shall thereupon be with respect to this lease in the same position as though he had been the original lessee.

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 1901* 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 red gum trees growing upon the land hereby demised except upon the receipt of a special permit by the Minister of Lands Provided that the lessee shall not be guilty of a breach of this condition if he proves that any tree cut damaged or removed was required and actually used for the purpose of fencing such land or constructing thereon any building or improvement and not for any other purpose.

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 red gum 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 the Land Acts 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 subsection "h" of section 223 of the *Land Act 1901*.

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

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

14. That he or they shall and will observe perform fulfil and be bound by the stipulations conditions covenants and provisos contained in the Schedule hereto or which may be made pursuant to the *Land Act 1901* 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. The lessee for himself his executors administrators and assigns further covenants with His Majesty his heir 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.

17. That he or they will pay to His 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 His 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 at the rate of Three pounds per centum per annum to be computed with respect to each instalment for the period which has elapsed between the date hereof and the end of the half-year in which payment of such instalment is made the payment of the first of such instalments and of interest to be made on the day of \_\_\_\_\_ and subsequent payments on the day of \_\_\_\_\_ and the \_\_\_\_\_ day of \_\_\_\_\_ in each year until the whole amount be paid Provided that in the event of any default in payment of any half-yearly instalment of the amount hereinbefore agreed to be paid such default shall have the like consequences as a default in the payment of rent hereunder and the same may be levied or recovered by or under the authority of the Board in like manner as rent is leviable or recoverable by law and in case the same be levied by distress an order under the seal of the Board shall be a sufficient warrant and authority to distrain.

18. That in the event of there being an existing registered mortgage over this lease the lease shall not be annulled for the breach of any covenant or condition thereof unless such breach shall have been continued after three months' notice in writing of such breach shall have been sent by the Board through the Post-office to the mortgagee at his address appearing in the register-book.

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

lessee his executors or administrators and all persons claiming from under or through him or them to any bailiff of Crown lands and all persons acting in the matters complained of in such action or proceedings.

In witness whereof His Excellency

Governor in and over the State of Victoria and its Dependencies hath on behalf of His Majesty the King caused this demise to be sealed with the seal of the said State on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ the Board of Land and Works hath hereunto affixed its Common Seal and the Lessee hath hereunto set his hand and seal the day and year first above written.

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

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

SCHEDULE AI.—(CHAP. IV., PART 3.)

*Land Act 1901, Section 309.*

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 State of Victoria and its Dependencies in the name and on behalf of His Most Gracious Majesty King Edward VII. 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 Act 1901* 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 Sixteenth Schedule to the *Land Act 1901* in pursuance of the provisions of section 309 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 His 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 His Majesty his 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 His Majesty his heirs and successors and his 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 demanded And the lessee doth hereby for himself his heirs executors administrators and assigns covenant and agree with His Majesty his heirs and successors and with the Board that he and they respectively will observe and perform and be bound by the several covenants conditions proviso 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 1901* 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 His Majesty his 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 1901* 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 His Majesty his 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 His 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 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 State of Victoria hath on behalf of His Majesty the King 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—	} President.	(L.S.)
		(L.S.)
Signed sealed and delivered by the above-named in the presence of—	} Member.	(L.S.)
		(L.S.)

**PART IV.—SAW-MILL AND TIMBER LICENCES.**  
**STATE FORESTS, TIMBER RESERVES, AND OTHER CROWN**  
**LANDS.**

**Chapter I.**

GENERAL PROVISIONS.

1. Notwithstanding anything hereinafter contained, holders of miners' rights, and all persons on whose behalf a consolidated miner's right is held, are hereby empowered to cut any live or dead wood save and except as hereinafter mentioned, and to remove the same from any Crown land in reserves for the growth and preservation of timber, provided such land be within a radius of ten miles of the post office at Beccleworth, and be referred to in Proclamation dated the 24th day of April, 1899.

2. Blackwood of every kind, and ironbark timber which at a height of 2 feet from the surface of the ground is of less diameter than 18 inches, and timber of any kind whatsoever for the purposes of sale, shall not be felled or removed, and are expressly exempted from the provisions of the foregoing clause.

3. Every licence-fee mentioned in this Chapter shall, unless otherwise expressly provided, be payable quarterly in advance.

4. No licence to cut and take away any valuable timber or live or dead wood in towns, boroughs, or townships, or to occupy a site for a saw-mill, shall be issued unless and until the application for it has been approved.

5. Every licence mentioned in this Chapter shall be personal, and, unless otherwise provided, shall be in the form prescribed in Schedule 119 hereto, or as near thereto as circumstances will permit, and shall be subject to such special condition or conditions as may in any case be deemed necessary.

6. The interest of the Crown in any timber cut under a licence shall not cease until such timber has been transported to the nearest main road, and if any timber cut by the licensee is transported by any other person, such other person shall hold a licence.

7. Every licensed jinker or log-carriage shall have painted thereon the name of its owner.

8. No licence for felling undergrowth and timber other than eucalyptus or for the exclusive right of cutting timber, or for a jinker to transport timber to a saw-mill on private land, or to occupy a site for a saw-mill, shall be issued unless and until the application for it has been approved by the Minister.

9. Smoking in the open air or the lighting of fires out-of-doors for any purpose whatsoever, including the burning of logs in order to obtain rabbits or other vermin, is strictly prohibited within the boundaries of any State forest during the months of December, January, and February, except under "Special Permit."

10. Charcoal burning operations shall be conducted only under permit, and in accordance with the conditions specified in schedule 129 hereto.

11. The royalty charge shall be one halfpenny ( $\frac{1}{2}$ d.) per bag, but if the charcoal be made exclusively from debris lying on the ground, then the charge shall be one farthing ( $\frac{1}{4}$ d.) per bag.

12. All bags to be of approved size.

FORMS OF LICENCES.

10. All licences under this Part, except those for saw-mills and felling undergrowth and timber other than eucalyptus shall be in the form prescribed in Schedule 119 hereto.

**Chapter II.**

SAW-MILLS.

1. Licences to occupy sites for saw-mills may be issued at an annual fee in each case of not less than Ten pounds, excepting where the site is in the Wombat State Forest or Wombat and Franklin Timber Reserve and the supply of the mill is obtained solely therefrom, in which case the rent shall be One pound per annum. The area of any such site shall not exceed five acres, and the boundaries thereof shall be described in the licence, which shall be in the form and subject to the conditions prescribed in Schedules 120 and 121 hereto. No site shall be taken possession of or plant deposited thereon, except by virtue of such licence, or the written consent of the Minister pending the issue of the licence.

2. Every application for a licence shall be made in the form prescribed in Schedule 122 hereto, and shall be accompanied by a deposit of Three pounds, which may be applied towards payment

of the fees for occupation in the event of the application being approved; but should the application not be sanctioned, the deposit, or such portion thereof as the Minister may direct, shall be returned to the applicant. A sketch plan showing the position of the proposed site as nearly as possible shall accompany each application.

LICENCES TO FELL EUCALYPTUS TIMBER OTHER THAN REDGUM FOR SUPPLY OF A SAW-MILL.

3. Licences may be issued to fell for saw-mill purposes eucalyptus timber other than redgum on such State forest, timber reserve, or other Crown lands as shall be specified therein. If the timber be felled in a State forest or timber reserve the fee shall be One pound five shillings per quarter; but if the timber be felled, with the special permission of the Minister, on land leased as a grazing area, or if the timber be felled on other Crown lands, the fee shall in each case be Twelve shillings and sixpence per quarter, and the licence in every case shall be, so far as consistent with these regulations, subject to the conditions specified in Schedule 123 hereto.

4. Fellers in connexion with saw-mills shall, in every case, be licensed.

JINKER LICENCES.

5. Licences may be issued to transport by jinkers or log-carriages, to saw-mills on public or private lands, timber cut within the boundaries of State forests, timber reserves, or other Crown lands, and shall be subject to the conditions specified in Schedule 124 hereto.

6. The fee for each such jinker or log-carriage, if it be engaged in transport of timber from a State forest or timber reserve to a licensed saw-mill on Crown lands, shall be Three pounds per quarter; and if it be engaged in transport of such timber to a saw-mill on private land beyond a distance of two miles from any licensed saw-mill on Crown lands, Four pounds per quarter; but the Minister, if he thinks fit, may dispense with the restriction as regards distance.

7. The fee for a jinker or log-carriage if engaged in the transport of timber on Crown lands other than a State forest or timber reserve, shall be Two pounds ten shillings per quarter if the saw-mill be on Crown lands, and if it be on private lands, Three pounds ten shillings per quarter.

Chapter III.

HEATHCOTE AND RUSHWORTH FOREST DISTRICTS.

1. Timber, other than redgum, on the undermentioned Crown lands, timber reserves, and State forests, shall, from the date hereof, be sold under special permit and royalty only, at the prices hereafter stated, and subject to the conditions specified in Schedule 125 hereto; but licences current shall remain in force until their expiration by effluxion of time, and contracts now existing for the supply of timber shall not be affected by this regulation.

HEATHCOTE STATE FOREST DISTRICT.

Forest.	Parishes.
Moormbool, 90,000 acres	Costerfield, Dargile, Redcastle, Heathcote, Moormbool East, Moormbool West, Part of Wirrate, and Cherrington. The other parishes are in the Rushworth District, as described in <i>Government Gazette</i> , 1892, p. 4295.

HEATHCOTE STATE FOREST DISTRICT—continued.

Forest.	Parishes.
Warrowitue, 32,000 acres	Warrowitue, Heathcote, Costerfield, Moormbool West, East Puckapunyal, Panayule, and Tooborac, as described in <i>Government Gazette</i> , 1892, p. 4295.
Heathcote, 5,250 acres	Town of Heathcote and parish of Heathcote, as described in <i>Government Gazette</i> , 1892, p. 4295.
Crosbie, 6,000 acres	Parish of Crosbie, as described in <i>Government Gazette</i> , 1881, p. 3082.
Knowsley, 3,000 acres	Parish of Knowsley, as described in <i>Government Gazette</i> , 1880, p. 1691.
"15-inch area"	Fifteen miles from Heathcote P.O., as published in <i>Government Gazette</i> , 1890, p. 4021.
"18-inch area" Graytown	As published in <i>Government Gazette</i> , 1897, p. 2882.

## RUSHWORTH STATE FOREST DISTRICT.

The State forests, timber reserves, and Crown lands in the parishes of Moora, Whroo, Bailleston, Wirrate, Gobarup, Waranga, Murchison, Mitchell, Shepparton, and Mooroopna.

The payment to be made for forest produce under this Regulation shall be on the following scale:—

- Saw-mill logs of box or ironbark (two kinds), 5s. per 1,000 feet super.
- Fencing posts, 4s. per 100.
- Fencing rails, 6s. per 100.
- Vine stakes, 1s. 6d. per 100.
- Palings, 1s. 6d. per 100.
- Wheel spokes, 1s. per 100.
- Wheel naves, 2d. each.
- Firewood, green, 3d. per ton measurement.
- Firewood, dry, 2d. per ton measurement.
- Mining slabs, 4s. per 100.
- Piles, beams, cattle-pit timber, poppet legs, stringers, and all kinds of large timber—Up to 10 feet in length, 2s.; up to 15 feet in length, 3s.; up to 20 feet in length, 4s.; 2d. for each additional foot over 20 feet.
- Telegraph poles, 2s. 6d. each.
- Straining posts, 6d. each.
- Panelling props, 3d. per 100.
- Mining props in Rushworth district, 6", per 100 feet, 1s.; 8", per 100 feet, 1s. 9d.; 10", per 100 feet, 4s.; 12", per 100 feet, 6s.
- Mining props in Heathcote district, 6", per 100 feet, 1s. 9d.; 8", per 100 feet, 2s. 3d.; 10", per 100 feet, 4s. 3d.

## CROWN LANDS WITHIN A RADIUS OF 10 MILES OF THE MILDURA POST OFFICE.

Timber, in the undermentioned Crown lands shall, from the date hereof, be sold under special permit and royalty only, at the prices hereafter stated, and subject to the conditions mentioned; but licences then current shall remain in force until their expiration by effluxion of time, and contracts now existing for the supply of timber shall not be affected by this Regulation.

*Conditions.*

1. Applications shall be made to the Conservator of Forests through the officer in charge of the district, who will arrange for the work to proceed without delay immediately upon issue of permit.
2. The officer in charge will locate the permit holder in any particular portion of Crown lands, timber reserve, or State forest under his supervision which is, in his opinion, most suitable, and when necessary mark the trees which may be felled with the broad arrow, thus  $\blacktriangleright$ . He will also give the permit-holder instructions generally how to proceed with the work.
3. All forest produce cut under this regulation must be branded with the Crown brand by the officer in charge, and paid for before removal from the place where felled, but the forest officer may, in his discretion, arrange for branding at any depot or railway station.
4. A sum of not less than £2 must be deposited by permit-holders as a guarantee of strict obedience to the conditions of the permit.
5. Permit-holders must stack and burn all debris when directed so to do by the officer in charge, and to his satisfaction or that of the supervising officer.
6. If the permit-holder removes, or allows to be removed, unbranded timber cut under his permit, without special authority in writing from the officer in charge, legal proceedings will be taken against him under the provisions of the *Land Act 1901* or *Crimes Act 1890*, and any person having unbranded timber in his possession, cut under a permit, and without having written authority from the forest officer for the possession of same, will also be prosecuted under the provisions of the *Land Act 1901* or *Crimes Act 1890*.
7. All permits are personal, and must be produced, on demand, to any forest officer, Crown lands bailiff, or police constable.
8. This regulation shall apply to the Crown lands within a radius of 10 miles of the Mildura Post Office.
9. The forest officer may instantly suspend any permit pending the decision of the Hon. the Minister, and during such suspension the permit shall have no force or effect.
10. No redgum or pine tree to be felled unless branded by the supervising officer for that purpose.
11. No timber to be felled which is of a less diameter than 15 inches at a height of 1 foot from the surface of the ground.
12. The permit of any permit-holder lopping trees or wasting timber will be at once cancelled.
13. Permits may at any time be cancelled by the Hon. the Minister for breach of any of these conditions. He may also forfeit the deposit and seize the timber already cut as the property of the Crown.
14. Payment for all classes of timber to be made at the following standard Royalty rates. (F.7683.)

STANDARD ROYALTY RATES.

*Fine-grained Timber for Cabinet and Joiners' work.*

	Rate.
	s. d.
Blackwood, per 100 super. feet	1 0
Beech, per 100 super. feet	1 0
Sassafras, per 100 super. feet	1 0
Sycamore, per 100 super. feet	1 0
Satin box, per 100 super. feet	1 0
Native hickory, per 100 super. feet	1 0

*Milling Timber.*

<b>Sawn timber—</b>	
Redgum, per 1,000 super. feet	7 6
Ironbark or box, per 1,000 super. feet	5 0
Other eucalypts, per 1,000 super. feet	1 8

*Mining Timber.*

Mining laths, 4 feet in length, per 100	0 4
Mining laths, 4ft. 6in. in length, per 100	0 4½
Mining slabs, 6ft. x 8in. x 2in. to 3in., per 100	1 4
Mining sleepers, 3ft. x 7in. x 3in., per 100	1 0
Mining props, panelling, per 100 running feet	0 3
Mining props, round, 4 to 6 feet—	
4-in. diameter, per 100 running feet	0 4
6-in.     "     "     "     "     "     "     "     "     "     "     "	0 6
8-in.     "     "     "     "     "     "     "     "     "     "     "	1 6
10-in.  "     "     "     "     "     "     "     "     "     "     "	2 6
12-in.  "     "     "     "     "     "     "     "     "     "     "	6 0
Mining props, split, 4ft., 4ft. 6in., and 6ft. x 6in. x 6in., per 100 running feet	0 6
Mining props, split, 4ft., 4ft. 6in., and 6ft. x 8in. x 6in., per 100 running feet	0 9
Poppet legs, up to 50 feet in length, each 10s. (each additional foot over 50 feet, 2d.)	

*Fencing Timber.*

Fencing posts, per 100	{ redgum, ironbark, box ... 4 0	{ other eucalypts ... 3 0
Fencing rails, per 100	{ redgum, ironbark, box ... 6 0	{ other eucalypts ... 5 0
Round posts (redgum, ironbark, box), each	0 6	
Round posts (other eucalypts), each	0 3	
Palings, split, 6 feet and over, per 100	1 3	
Palings, split, 5 feet and under, per 100	1 0	

*Bridge, Wharf, or Jetty Timber.*

<b>Piles for bridge, culvert, wharf, jetty, or pier work—</b>	
Redgum, ironbark, box, yellow stringybark, first 20 feet, 4s. (each additional foot, 2d.)	
Other eucalypts, first 20 feet, 2s. (each additional foot, 1d.)	
Hewn beams, stringers, or other timber hewn for any purpose except railway sleepers (redgum, ironbark, box, yellow stringybark), per 1,000 feet super.	6 8
Other eucalypts, per 1,000 feet super.	3 4

*Sleepers and Telegraph Poles.*

<b>Railway sleepers—</b>	
Standard gauge, 9ft. x 10in. x 5in., 9ft. x 9in. x 4½in., or 8ft. x 9in. x 4½in., each	0 3
Narrow gauge, 5ft. 6in. x 8in. x 4in., each	0 2
Telegraph poles, 17 feet to 25 feet in length, per lin. foot	0 1
Poles or masts, over 25 feet in length—at pile rates.	
Vine stakes, per 100	1 0

*Fuel.*

Green wood, split or cut in lengths and stacked, per cord of 128 cubic feet	0 6	
Deadwood; split and stacked, or wood cut from decayed standing trees (to be marked for cutting by forest officer), per cord of 128 cubic feet	{ redgum, ironbark, box ... 0 4	{ other eucalypts ... 0 2
<b>Longwood (débris lying on ground)—</b>		
1 horse load	0 2	
2     "     "     "     "     "     "     "     "     "     "     "	0 4	
Any larger load	0 8	
Charcoal, per bag	0 0½	

**REGULATIONS FOR OBTAINING TIMBER FROM THE AREA, PARISH OF NEEKEYA, SPECIALLY SET ASIDE FOR THAT PURPOSE UNDER SECTION 9 OF THE MINES AMENDING ACT 1897.**

Miners holding miners' rights, whether working individually or in companies, may obtain timber for their own use and the use of their claims free, under the following conditions:—

1. Timber must be cut and removed by the persons actually using same, timber for domestic use to be obtained from deadwood and crooked trees only.
2. All instructions given by the forest officer are to be followed.
3. Straight sound trees are to be left standing at intervals of 15 feet, as nearly as possible.
4. All trees are to be felled at the surface of the ground, and all débris stacked in heaps ready for burning, when directed by the forest officer, or carried away for domestic purposes.
5. Areas that have been thinned under the conditions of any permit or otherwise shall thereupon cease to be available under these conditions.



6. No tree is to be felled for the purpose of obtaining bark therefrom only.

7. No redgum or ironbark timber is allowed to be cut under these conditions.

Men contracting to supply miners and others with timber; or working at wages for the purpose of so doing, may obtain same on the following conditions; and at the following rates :—

*Conditions.*

1. No timber must be cut or removed until a permit has been obtained.
2. Applications shall be made to the officer in charge of the forest, who will arrange for the work to proceed without delay immediately on the issue of the permit by him.
3. The officer in charge will locate the permit-holder in any portion of the reserve which, in his opinion, is most suitable, and, when necessary, will mark with the broad arrow (thus ↗) the trees which may be felled. He will also give the permit-holder instructions generally how to proceed with the work.
4. All forest produce cut under this permit must be branded with the Crown brand by the officer in charge, and paid for before removal from the place where felled; but the forest officer may, in his discretion, arrange for branding at any depôt or railway station.
5. Should the officer in charge deem it necessary, he may require that a sum of not less than £1 shall be deposited by permit-holders who obtain props and other timber, as a guarantee of strict compliance with the conditions of this permit.
6. Permit-holders must stack and burn off all débris when directed to do so by the officer in charge, and this must be done to his satisfaction, or that of the supervising officer. In the event of any wilful breach of this condition taking place, the Minister may cancel this permit, forfeit any deposit, and seize all timber already cut.
7. If the permit-holder remove, or allow to be removed, unbranded timber cut under this permit without special authority, in writing, from the officer in charge, legal proceedings will be taken against him under the provisions of the *Land Act 1901* or the *Crimes Act 1890*; and any person having in his possession unbranded timber cut under a permit, and without having written authority from the forest officer for the possession of the same, will also be prosecuted under the provisions of the *Land Act 1901* or the *Crimes Act 1890*.
8. This permit is personal, and must be produced when demanded by a forest officer, Crown lands bailiff, or police constable.
9. The forest officer may, in writing, summarily suspend any permit pending the decision of the Minister, and during such suspension the permit shall have no force or effect.
10. When felling trees or burning débris the utmost care shall be taken that no young timber is broken down, injured, or burnt by fire. No live tree shall be used merely for the purpose of obtaining bark therefrom.
11. No tree shall be felled so as to obstruct any path or road used for the transport of timber or stores, or by the public generally.
12. The permit-holder may cut upon the block assigned to him as late in the year as is consistent with safety from bush fires. Upon receiving fourteen days' notice the permit-holder shall at once clear up his block to the satisfaction of the officer in charge, and shall entirely cease work within the period mentioned.
13. Fires shall not be permitted within the reserve during the period from 1st December to 28th February, except special precautions be taken in lighting such fires in a bare cleared space of at least 20 feet in diameter, and in a hole dug for the purpose. Small wood only shall be used, and every fire shall be carefully extinguished by being covered with earth; or being put out by water. The burning off of débris during the period above specified is strictly prohibited. The lighting of standing trees, stumps, or fallen logs is strictly prohibited, and will be regarded as a breach of these conditions.
14. Receipt for payment of fees must be produced at any time when demanded by a forest officer, Crown lands bailiff, or police constable.
15. This permit may be cancelled for any breach of or non-compliance with any of the conditions hereof.

*Rates.—Mining Timber.*

		<i>s.</i>	<i>d.</i>
Mining laths, 4 feet in length, per 100	...	0	4
Mining laths, 4ft. 6in. in length, per 100	...	0	4½
Mining slabs, 6ft. x 8in. x 2in. to 3in., per 100	...	1	4
Mining sleepers, 3ft. x 7in. x 3in., per 100	...	1	0
Mining props, panelling, per 100 running feet	...	0	3
Mining props, round, 4 to 6 feet—		<i>s.</i>	<i>d.</i>
4-in. diameter, per 100 running feet		0	9
6-in. " " "	Ironbark and box	1	0
8-in. " " "		2	0
10-in. " " "		4	0
12-in. " " "		6	0
Mining props, split, 4ft., 4ft. 6in., and 6ft. x 6in. x 6in., per 100 running feet		0	6
Mining props, split, 4ft., 4ft. 6in., and 6ft. x 8in. x 6in., per 100 running feet		0	9
Poppet legs, up to 50 feet in length, each 10s. (each additional foot over 50 feet, 2d.).			

*Fuel.*

Green wood; split or cut in lengths and stacked, per cord of 128 cubic feet	...	0	6
Deadwood, split and stacked, or wood cut from decayed standing trees (to be marked for cutting by forest officer), per cord of 128 cubic feet	} redgum, ironbark, box } other eucalypts	0	4
		0	2

	s.	d.
Longwood (débris lying on ground)—		
1 horse load ... ..	0	2
2 ,, ,, ... ..	0	4
Any larger load ... ..	0	8
Charcoal, per bag ... ..	0	0½
"    "    when made exclusively from débris lying on the ground ... ..	0	0¼

**Chapter IV.**

**SPLITTERS' LICENCES.**

1. Licences may be issued to wood-splitters to cut, split, and take away when split from State forests, timber reserves, or other Crown lands stringybark, box, messmate, ironbark, oak, gum, or other kinds of eucalyptus, excepting redgum. The fee for every such licence, if it includes ironbark and oak, shall be One pound per quarter; otherwise Ten shillings per quarter; and the licences shall be subject to the conditions specified in Schedules 126 and 127 hereto respectively.

**Chapter V.**

**LICENCES TO CUT TIMBER FOR PURPOSES OTHER THAN SAW-MILL OR SPLITTING.**

1. Licences may be issued to cut and take away eucalyptus timber, other than redgum, for the purpose of obtaining piles or for purposes other than saw-mill or splitting from such State forest, timber reserve, or Crown lands as shall be described in the licence, which shall be subject to the conditions prescribed in Schedule 124 hereto, and to payment of the following fees:—Ironbark logs not exceeding ten feet in length, Two shillings each; not exceeding fifteen feet in length, Three shillings each; and not exceeding twenty feet in length, Four shillings each; every additional foot, lineal measurement, Twopence; other kinds of eucalyptus, one-half the rates specified.

2. Licences may be issued to cut and take away from such Crown lands (not being State forests or timber reserves) as are specified therein, gum (excepting the kinds known as redgum and ironbark), stringybark, box, messmate, and other kinds of eucalyptus. Every such licence shall be subject to the conditions specified in Schedule 130 hereto, and to a quarterly fee of Five shillings.

3. Licences may be issued to cut and take away oak and eucalyptus timber, including ironbark, but not including redgum, from such Crown lands (not being State forests or timber reserves) as are specified therein. Every such licence shall be subject to the conditions specified in Schedule 126 hereto, and to the payment of a quarterly fee of One pound.

4. Licences may be issued to cut and take away from such Crown lands, other than State forests or timber reserves, as are specified therein, blackwood, pine, sassafras, beech, or other valuable timber, excepting redgum; and every such licence shall be subject to the payment of a quarterly fee of Two pounds ten shillings and to the conditions specified in Schedule 131 hereto.

5. Licences may be issued to cut and take away live or dead wood, excepting redgum, from Crown lands in cities, towns, or boroughs; and every such licence shall be subject to such conditions and such fee as the Minister in each case thinks fit.

6. Licences may be issued to cut and take away dead wood, other than redgum, from timber reserves and other Crown lands not being State forests; and every such licence shall be subject to the conditions specified in Schedule 132 hereto, and to payment of a fee of Two shillings and sixpence (2s. 6d.) per quarter.

**Chapter VI.**

**SLEEPER HEWING FROM LIVE OR DEAD WOOD IN STATE FORESTS, TIMBER RESERVES, OR ON OTHER CROWN LANDS.**

1. Permits may be issued to wood-carters to cut or hew and take away railway sleepers from such portions of State forests, timber reserves, or other Crown lands as may be approved by the Minister.

2. Every such permit shall be in the form and shall be subject to the conditions specified in Schedule 133 hereto.

**Chapter VII.****PERMITS TO CUT TIMBER OR HEW SLEEPERS ON CROWN LAND LEASED AS A GRAZING AREA.**

1. Every application for permission to cut timber on a grazing area leasehold shall be in the form, and be accompanied by the consent of the lessee, specified in Schedule 134 hereto.

2. When the consent of the lessee to the application cannot be obtained, the applicant shall state fully his reasons for desiring to cut timber or hew sleepers on the particular block, and the application may then be considered by the Minister.

3. With the application the applicant shall forward an undertaking in the form of Schedule 135 hereto, and shall deposit with the Secretary for Lands the sum of Twelve pounds ten shillings to guarantee the fulfilment of the conditions of his licence if granted, such deposit to be returned to the licensee at the expiration of the term of his licence upon the certificate of the District Crown lands bailiff, or of the lessee of the grazing area, that all the conditions of the licence have been complied with, provided that the Minister may in any special case order that such greater or lesser sum be deposited as he may deem necessary.

4. The sum to be deposited in connexion with every application to hew sleepers only on land so leased shall be Five pounds, and the permit shall be in the form prescribed in Schedule 133 hereto.

**Chapter VIII.****LICENCES FOR DEAD WOOD.—STATE FORESTS.**

1. Licences may be issued to cut and take away dead wood other than redgum from State forests; and every such licence shall be subject to the conditions specified in Schedule 136 hereto and to a fee of Five shillings (5s.) per quarter.

2. The following lands are hereby expressly exempted from the operation of this Regulation:—

You Yangs Plantation and open forest.

Majorca Plantation.

Havelock State Forest.

Creswick State Forest.

Linton and Scarsdale State Forest.

Heathcote and Rushworth State Forest.

Gunbower State Forest.

Barmah and Yielima State Forest.

Terriek Terriek State Forest.

Lands within a radius of 10 miles of the Bendigo Post Office.

Lands within a radius of 5 miles of the Maryborough Post Office.

Lands within a radius of 5 miles of the Ballarat Post Office.

**Chapter IX.****LICENCES FOR UNDERGROWTH AND TIMBER OTHER THAN EUCALYPTUS.**

1. Licences, available for three months, may be issued to fell and remove undergrowth and timber, other than eucalyptus, at the undermentioned rates, viz.:—

For undergrowths commonly known as hazel	£	s.	d.
and dogwood	...	...	1 10 0

For other description of undergrowth and timber other than eucalyptus not less than Ten shillings nor more than Five pounds as may be fixed by the Minister.

2. Every licence shall be subject to the conditions specified in Schedule 137 hereto.

3. Applications shall be addressed to "The Secretary for Lands, Melbourne," and shall specify the kind of undergrowth or timber required, and the forest, timber reserve, or other Crown lands from which it is desired to obtain the undergrowth or timber.

**Chapter X.****LICENCES FOR EXCLUSIVE RIGHT TO CUT TIMBER OTHER THAN REDGUM.**

1. There may be issued, subject to the conditions specified in Schedule 138 hereto, licences conferring the exclusive right to cut timber on specified portions of State forests, timber reserves, or other Crown lands not exceeding in any instance 1,000 acres.

2 Every such licence shall be for a term not exceeding one year, and shall be subject to a monthly rental of not less than One pound for every 100 acres:

3. The rental shall be fixed in each case by the Minister, and shall be paid in advance in respect of the whole period for which the licence is issued.

4. The licensee, or any person employed by him on or about the land, shall not be required to hold any other authority to cut timber within the area licensed.

5. The non-compliance with or the non-performance of any of the obligations specified in the licence shall render such licence null and void.

**Chapter XI.**

**THINNING LICENCES.**

1. Licences may be issued to fell and remove timber of less than eighteen inches diameter in such State forest or timber reserve, or any part thereof, or other Crown lands as shall be described in the licence.

2. Every such licence shall be subject to the conditions specified in Schedule 139 hereto, and shall be for a term not exceeding one year.

3. The amount of licence-fee shall be fixed in each case by the Minister, but shall not be less than Two shillings per acre per annum.

**Chapter XII.**

**LICENCES TO CUT TIMBER FOR THE MANUFACTURE OF EUCALYPTUS OIL.**

There may be issued licences to enter upon such Crown lands, mallee lands, State forests, or timber reserves as may be set apart for the purpose, and to cut timber thereon for the purpose of the manufacture or production of eucalyptus oil.

Every such licence shall be subject to the conditions specified in Schedule 140 hereto, and to the payment in advance of a fee of £1 (One pound sterling) per annum for each block so licensed.—(Corr. F.28068.)

**Chapter XIII.**

**WOMBAT STATE FOREST (INCLUDING FRANKLIN AND WOMBAT TIMBER RESERVE).**

The royalty rates shall be as follow:—

	<i>s.</i>	<i>d.</i>
Blackwood, per 100 super. feet	1	0
Beech, per 100 super. feet	1	0
Sassafras, per 100 super. feet	1	0
Sycamore, per 100 super. feet	1	0
Satin box, per 100 super. feet	1	0
Native hickory, per 100 super. feet	1	0

**Milling Timber.**

Sawn timber—		
Redgum, per 1,000 super. feet	7	6
Ironbark or box, per 1,000 super. feet	5	0
Other eucalypts, per 1,000 super. feet	1	8

**Mining Timber.**

Mining laths, 4 feet in length, per 100	0	4
Mining laths, 4ft. 6in. in length, per 100	0	4½
Mining slabs, 6ft. x 8in. x 2in. to 3in., per 100	1	4
Mining sleepers, 3ft. x 7in. x 3in., per 100	1	0
Mining props, panneling, per 100 running feet	0	3
Mining props, round, 4 to 6 feet—		
4-in. diameter, per 100 running feet	0	9
6-in. " " " "	1	0
8-in. " " " "	2	0
10-in. " " " "	4	0
12-in. " " " "	6	0
Mining props, split, 4ft., 4ft. 6in. ; and 6ft. x 6in. x 6in., per 100 running feet	0	6
Mining props, split, 4ft., 4ft. 6in. and 6ft. x 8in. x 6in., per 100 running feet	0	9
Poppet legs, up to 50 feet in length; each, 10s. (each additional foot over 50 feet, 2d.)		

**Fencing Timber.**

Fencing posts, per 100	4	0
{ redgum, ironbark, box	3	0
{ other eucalypts	6	0
Fencing rails, per 100	5	0
{ redgum, ironbark, box	0	6
{ other eucalypts	0	3
Round posts (redgum, ironbark, box), each	1	3
Round posts (other eucalypts), each	1	0
Palings, split, 6 feet and over, per 100	1	3
Palings, split, 5 feet and under, per 100	1	0

*Bridge, Wharf, or Jetty Timber.*

Piles for bridge, culvert, wharf, jetty, or pier work—	s. d.
Redgum, ironbark, box, yellow stringybark, first 20 feet, 4s. (each additional foot, 2d.)	...
Other eucalypts, first 20 feet, 2s. (each additional foot, 1d.)	...
Hewn beams, stringers, or other timber hewn for any purpose except railway sleepers (redgum, ironbark, box, yellow stringybark), per 1,000 feet super.	6 8
Other eucalypts, per 1,000 feet super.	3 4

*Sleepers and Telegraph Poles.*

Railway sleepers—	
Standard gauge, 9ft. x 10in. x 5in., 9ft. x 9in. x 4½in., or 8ft. x 9in. x 4½in., each	0 3
Narrow gauge, 5ft. 6in. x 8in. x 4in., each	0 2
Telegraph poles, 17 feet to 25 feet in length, per lin. foot	0 1
Poles or masts, over 25 feet in length—at pile rates.	...
Vine stakes, per 100	1 0

*Fuel.*

Green wood, split or cut in lengths and stacked, per cord of 128 cubic feet	0 6
Dead wood, split and stacked, or wood cut from decayed standing trees (to be marked for cutting by forest officer), per cord of 128 cubic feet	0 4
Long wood ( <i>débris</i> lying on ground)—	
1 horse load	0 2
2 " "	0 4
Any larger load	0 8
Charcoal, per bag	0 0½

when made exclusively from *débris* lying on the ground 0 0½

3. The rent for saw-mill sites when the supply of the mill is obtained wholly from the Wombat State Forest, Wombat and Franklin Timber Reserve, or both, shall be £1 per annum, payable in advance.

## Chapter XIV.

## FELLING AND REMOVAL OF REDGUM TIMBER AND PAYMENT FOR SAME BY MEASUREMENT.

1. The amount to be paid for redgum timber shall be in accordance with the following scale :—

<i>Milling Timber.</i> —5s. per 1,000 feet super.
<i>Piles.</i> —7s. 6d. up to 12 feet; 12s. up to 20 feet; and 15s. each up to 25 feet in length, and 6d. per foot beyond that length in addition.
<i>Telegraph Poles.</i> —2s. 6d. each up to 25 feet in length, and 1d. per foot beyond that length in addition.
<i>Scaffold Poles.</i> —1s. 6d. each up to 20 feet. Poles for this purpose shall not exceed 6 inches in diameter at the large end. Halfpenny per foot in addition for each foot over 20 feet in length.
<i>Posts.</i> —5s. per 100.
<i>Rails.</i> —8s. per 100.
<i>Struts (split).</i> —15s. per 100.
<i>Straining Posts.</i> —2s. each.
<i>Split Wood.</i> —2s. per cord.
<i>Rough Deadwood.</i> —One or two horse load, 1s.; three or four horse load or bullock-waggon load, 1s. 6d.

*Dry Redgum Timber.*

The payment to be made for *dry* redgum timber for the undermentioned purposes shall be on the following scale :—

<i>Piles</i> 3s. 9d. up to 12ft., 6s. up to 20ft., and 7s. 6d. each up to 25ft. in length, and 3d. per foot beyond that length in addition.
<i>Posts</i> ... 3s. per 100.
<i>Rails</i> ... 4s. per 100.
<i>Struts</i> ... 7s. 6d. per 100.
<i>Straining posts</i> ... 1s. each.
<i>Split wood</i> ... 6d. per cord.

Within the Gunbower State Forest the payment for dead wood billets, split and stacked, shall be 1d. per ton measurement.

The regulations relating to redgum timber shall also apply to all other classes of timber within the Gunbower, Barnah, and Terrick Terrick State Forests, and payment for such timber shall be made in accordance with the following scale :—

*Pine Timber.*

<i>Milling timber,</i> 10s. per 1,000 feet super.
<i>Piles,</i> not under 18 inches in diameter, 20s. each.
<i>Telegraph poles,</i> 10s. each up to 20 feet in length, and 3d. for each additional foot beyond that length.
<i>Posts,</i> 12s. per 100.
<i>Rails,</i> 18s. per 100.
<i>Struts (split),</i> 20s. per 100.
<i>Straining posts</i> up to 9 feet in length, 4s. each.
<i>Firewood (dead wood),</i> 2s. per cord.

Half rates shall be charged for posts and rails if obtained from dead wood lying on the ground or from the *débris* of milling timber.

No pine tree which at a height of two (2) feet from the ground is less than 15 inches in diameter shall be cut for any purpose, except under the special authority of the Minister.

*Box Timber or any other Eucalypt except Redgum and Ironbark.*

<i>Milling timber,</i> 4s. per 1,000 feet super.
<i>Sleepers,</i> 3d. each.
<i>Sleepers (from dead wood only),</i> 2d. each.
<i>Piles,</i> 7s. each up to 25 feet in length, and 2d. for each additional foot beyond that length.
<i>Scaffold poles,</i> 1s. each up to 20 feet in length, and ½d. for each additional foot beyond that length: Poles for this purpose must not exceed 8 inches in diameter at the centre of the pole.
<i>Posts,</i> 4s. per 100.
<i>Rails,</i> 6s. per 100.

Struts (split), 8s. per 100.

Straining posts up to 9 feet in length, 2s. each.

Dead wood (split), 2s. per cord.

Rough dead wood, 1-horse load, 1s. ; 2-horse load, 1s. 3d. ; 4-horse load of bullock-waggon load, 1s. 6d.

Half rates shall be charged for posts and rails if obtained from dead wood lying on the ground or from the débris of milling timber.

No live box or other eucalyptus timber which at a height of 2 feet from the ground is less than 20 inches in diameter shall be cut for any purpose, except under the special authority of the Minister.

2. Licensees of special areas shall have all timber felled for them removed to a site to be fixed upon by the district forester or forest officer. This site, which may be upon a licensed mill site, if convenient, shall be called a depôt, and at such depôt all timber shall be stacked and the quantity measured by the district forester or forest officer, who will make due allowance for bark, faults, shakes, gumwells, hollows, dry rot, and other imperfections. The timber so stacked shall be paid for as provided herein, and shall not be removed from the depôt until branded by the district forester or forest officer for that purpose. The measurements shall be made by the district forester or forest officer in the presence of the licensee or his representative.

3. Timber felled by persons other than licensees of special areas may be removed to a depôt and treated as in Clause 2 preceding, or may be measured standing and so branded by the district forester or forest officer for removal. In this latter case the timber must be neither felled nor removed until branded by the district forester or forest officer, and the receipt for payment produced to him for inspection. The timber shall be measured in the presence of the purchaser or his agent.

4. Each individual employed in felling, removing, or working redgum timber other than the licensee or purchaser shall be provided with an official permit. Such permits shall be issued on application to the district forester or forest officer in the form of Schedule 141 hereto, and at the instance of the licensee or purchaser, but the Minister may refuse any such permit at his discretion. Any person other than the licensee or purchaser found felling, removing, or operating upon any redgum timber shall be liable to be prosecuted, and for the purposes of these regulations all redgum timber felled shall be considered the property of the Crown until paid for and removed.

5. Under no circumstances whatsoever shall timber be removed until branded for the purpose as provided in these regulations.

6. The district forester or forest officer shall provide the licensee or purchaser with a pay-slip, showing the quantity of timber purchased and the amount to be paid. The sum named shall be paid at the receipt and pay office mentioned in the pay-slip within seven days of the purchase, and the timber shall not be removed from the locality where it has been felled, or from the depôt in the case of one having been provided, until the receipt for payment for the timber shall have been produced to the district forester or forest officer. If, however, it can be shown that special circumstances require it, payment may be made, notwithstanding any other provision in these regulations, at such time and in such manner as the Minister may direct.

7. Saw-millers may obtain the exclusive right to fell redgum timber, on royalty, on an area not exceeding 1,000 acres, should the Minister see fit to grant a licence therefor, at the rate of 10s. per month for 100 acres or portion thereof, but no person or firm shall be permitted to hold more than 1,000 acres in one or more areas at any one time. These areas shall be known as "special areas," and every holder of such area or areas shall be entitled, within the boundaries of any such area, to a saw-mill site not exceeding 5 acres in extent, for the purpose of operating on redgum timber obtained under these regulations. The locality of such site shall be approved by the district forester or forest officer, and no fee shall be charged for the site. All timber remaining upon a "special area" after the expiration of the licence for the same shall revert to the Crown. The Minister may, however, should the circumstances in his opinion warrant a concession, grant a stated time after the expiration of a "special area" licence for the removal of any timber purchased by the licensee under these regulations.

8. Licences shall be granted, at the discretion of the Minister to saw-millers of not more than 5 acres in a State forest as a site for a saw-mill for the purpose of therein operating upon timber obtained under these regulations. The fee for such site shall be 10s. per month in advance.

9. Surveys of saw-mill sites and "special areas" shall be effected, if considered necessary by the Department, at the expense of the applicant, and under any regulations as to surveys of such sites and areas.

10. Every jinker or log-carriage employed in the removal of redgum timber under these regulations shall be duly licensed, and the number of the licence and name of the owner legibly and permanently painted thereon. The nominal fee shall be 5s. for each licence, which shall be subject to the conditions specified in Schedule No. 124 hereto.

11. In the event of any saw-miller or employé committing a breach of his licence or permit, or of these Regulations, the Minister may cancel his licence or permit, or may direct that no further timber be supplied to him.

12. The quantity of sound timber in any tree shall be calculated by the district forester or forest officer, and paid for as at a height of 2 feet from the ground, notwithstanding that the purchaser may fell the tree at any greater height to suit his convenience, or because the land is flooded.

13. Trees felled and paid for, and not removed to a licensed mill or depôt within 30 days, unless an extension of time be granted, in writing, by the Minister, shall revert to and again become the property of the Crown.

14. No person shall be permitted to fell and remove a further quantity of redgum timber until the previous quantity obtained under any permit by him shall have been paid for, and the receipt produced to the district forester or forest officer.

15. No redgum tree shall be felled for saw-mill purposes which, at the height of 5 feet from the ground, has a girth of less than 7 feet 3 inches.

16. Faulty trees only shall be granted under these Regulations by the Minister for the supply of posts and rails to farmers in the vicinity, at the rate provided in the foregoing scale.

17. Preference may be given as regards the granting of "special areas" to contractors for the supply of redgum timber for important public works.

18. The Minister may, at his discretion, refuse any application for redgum timber under these Regulations, and may close, by *Gazette* notice, for any stated time, any State forest or timber reserve, or other area of Crown lands, or portion or portions thereof, and during such stated time no redgum tree shall be felled on the area affected, excepting for departmental purposes.

19. Redgum timber shall be felled and removed only under these Regulations, and any person or persons otherwise felling, cutting, or removing redgum timber shall be liable to prosecution.

20. The foregoing Regulations shall also apply to ironbark timber in the Killawarra State Forest.

## Chapter XV.

### STRIPPING OF WATTLE BARK.

1. Any person duly authorized by the Governor in Council in that behalf may from time to time grant to any applicant a licence to strip and remove bark from any wattle trees on any Crown lands, not within a State forest or timber reserve, and specified in such licence.

2. No person although he be duly licensed shall, unless he hold a special permit signed by the Secretary for Lands, cut or remove bark from wattle trees on any reserved land situate on the bank of any river or creek or on any other Crown lands that have been either temporarily or permanently reserved for any specific purpose.

3. Every such licence shall be available for the season commencing on the first day of September in any year, and ending on the first day of March following and no longer, and shall be in the form and subject to the conditions contained in Schedule 142.

4. The fee for every such licence shall be One pound ten shillings, and shall be payable in advance.

5. The cutting of wattle trees on Crown lands within one mile from the shores of Port Phillip Bay and its arms is prohibited.

6. Licences may be issued for the exclusive right of stripping and removing bark from wattle trees on Crown land leased as a grazing area. Every such licence shall be available for the season commencing on the first day of September in any year, and ending on the first day of March following, and no longer, and shall be subject to the conditions specified in Schedule 143 hereto and to payment in advance of a fee of Two pounds, but no such licence shall be issued until all rents and fees due to date in connexion with the grazing area lease have been paid.

SCHEDULE 119.—(CHAP. I., PART 4.)

Fee per —£ E.  R. No.

VICTORIA.

Section 145 of the *Land Act* 1901.

KNOW ALL MEN that I, being in that behalf duly authorized by the Governor of the State of Victoria, do hereby, in pursuance of the *Land Act* 1901, give and grant to \_\_\_\_\_ of \_\_\_\_\_, and subject to the fulfilment of the conditions printed or written on the back hereof, full licence and authority to enter upon, on and after date hereof, and to occupy for \_\_\_\_\_ and no longer, the Crown lands described in the schedule hereto for the following purpose, that is to say:—  
To obtain and remove \_\_\_\_\_ therefrom.

*Schedule.*

All these Crown lands \_\_\_\_\_ Licensing Agent.


Countersigned—

Issuer authorized by the Treasury.

This licence shall have no effect until countersigned by the Issuer authorized by the Treasury.

N.B.—Be careful to observe that this licence expires on the day of \_\_\_\_\_

SCHEDULE 120.—(CHAP. II., PART 4.)

Corr. No. \_\_\_\_\_ Number of licence—  
Fee per annum, \_\_\_\_\_ E.  R. This number should be quoted in any correspondence relating to this licence.  
payable as follows:—

VICTORIA.

*Schedule of Payments.*

£	s.	d.	Initials of Receiver.	Date of Receipt.	Department of
On delivery of this licence	...	...	...	...	Lands and Survey,
On 1st April,	...	...	...	...	Melbourne,
On 1st July,	...	...	...	...	
On 1st October,	...	...	...	...	

SECTION 145, THE LAND ACT 1901.

KNOW ALL MEN that I, the undersigned, being in that behalf duly authorized by the Governor of the State of Victoria, do hereby, in pursuance of the *Land Act* 1901, give and grant to \_\_\_\_\_ of \_\_\_\_\_ in consideration of the payment of the annual sum of \_\_\_\_\_ pounds \_\_\_\_\_ shillings \_\_\_\_\_ pence, in instalments as specified in the schedule prefixed hereto in advance, to the Receiver of Revenue at \_\_\_\_\_ subject to the fulfilment of the conditions printed or written on the back hereof full licence and authority, so far as regards the surface, to enter upon on and after date hereof, and to occupy until \_\_\_\_\_ and no longer, the Crown lands more particularly described or delineated in the schedule hereto, for the following purpose, that is to say:—

*Schedule.*

Description.	Diagram where necessary.
All the Crown land situate at _____ in the parish of _____ containing _____ acres _____ roods _____ perches, or thereabouts, as per diagram annexed, subject to any modification of boundaries of the site that may be deemed necessary at any time during the currency of this licence.	

Signature—

N.B.—Be careful to observe that this licence expires on the day of \_\_\_\_\_

This licence, together with the receipt for the current quarter's fee, must be produced at all times when demanded, and must be produced to the Receiver whenever money is being tendered on account thereof.



## CONDITIONS UNDER WHICH THIS LICENCE IS ISSUED.

1. The land described in this licence shall not be sublet.
2. This licence shall be produced by the licensee upon the request of any bailiff of Crown lands or police constable or officer.
3. When the holder of the licence does any act which, if it were done without licence, would be punishable as trespass, or if he fail to produce his licence when asked to do so by any bailiff of Crown lands or any police constable or officer, he shall be conclusively deemed to be a person not licensed or otherwise authorized to do such act within the meaning of the 161st section of the *Land Act 1901*.
4. The non-observance or non-compliance with, or the non-performance of, any of the obligations or conditions specified in this licence shall render this licence null and void, and the Minister may thereupon cause the land in respect to which this licence has been granted to be re-entered upon and dealt with as unoccupied Crown land.
5. If, during the period for which this licence is issued, the Governor deem the resumption of the whole or any part of the land described in this licence necessary for public purposes, the Governor may resume possession of the land, or of part thereof, without giving compensation to the licensee for so doing, at the expiration of three months after the licensee has been served with a notice under the seal of the Board of Land and Works of the intention to resume possession of the land, or of part thereof.
6. *Any holder of a miner's right or of a licence to search for metals or minerals or of a gold mining or mineral lease shall have the right and shall be allowed to enter upon the land and search for gold, silver, copper, tin, antimony, coal, and other metals and minerals, and mineral ores, and to mine thereon, and to erect and occupy mining plant or machinery, within the area without making compensation to the licensee for surface or other damage, provided always that such portions of the land as shall be occupied by buildings shall be secure from such intrusion, unless with the consent of the licensee.*

## SCHEDULE 121.—(CHAP. II., PART 4.)

## SPECIAL CONDITIONS OF LICENCE FOR A SITE FOR A SAW-MILL.

1. No building shall be erected outside of the boundaries of the licensed site.
2. No goats shall be kept by licensee or by person or persons in his employment within the State forest, or Timber reserve (if any), wherein the mill is situated.
3. Licensee shall forward half-yearly to the Minister a statutory declaration of the number of men employed by him under licences in felling and transporting timber for feeding his mill, and that no unlicensed men have been so employed by him.

## SCHEDULE 122.—(CHAP. II., PART 4.)

## APPLICATION FOR A SITE FOR A SAW-MILL.

I hereby apply for a licence under the *Land Act 1901* to occupy the land hereunder described for the purpose of

Dated this            day of           

Situation and Extent of Land Applied for—  
Signature in full—  
Occupation—  
Postal address—

## SCHEDULE 123.—(CHAP. II., PART 4.)

## CONDITIONS OF LICENCE TO FELL EUCALYPTUS TIMBER OTHER THAN REDGUM FOR SUPPLY OF SAW-MILL ONLY.

1. The fee shall be £1 5s. per quarter, payable in advance, where the timber is obtained within a State forest or Timber reserve.
2. The fee shall be 12s. 6d. per quarter, payable in advance, where the timber is obtained from Crown lands other than State forests or Timber reserves.
3. No live tree which at a height of two feet from the surface of the ground is of less diameter than twenty-four inches shall be cut down or removed.
4. No tree shall be felled so as to obstruct any track in use for transport of timber or stores.
5. Within a period of one month from the felling of any tree, the portion thereof not required for slabs, palings, shingles, posts, rails, props, or manufacturing purposes shall be so disposed of by the licensee as not to encumber the ground.
6. This licence is personal, and shall be produced by the holder thereof when asked so to do by any bailiff of Crown lands or police constable or any legal occupier of any Crown land on which the holder of this licence is operating.
7. This licence shall not be available for any area over which an exclusive right to cut timber shall have been granted, nor for any land leased as a grazing area except by the express permission of the Minister.
8. Where a licence is issued over land leased as a grazing area, when twenty trees have been felled all débris therefrom shall be gathered up and burned to the satisfaction of the officer in charge.
9. The stripping of bark from any standing live tree is prohibited.

## SCHEDULE 124.—(CHAPS. II. AND XIV., PART 4.)

## CONDITIONS OF LICENCE FOR JINKER OR LOG-CARRIAGE.

1. Every licensed jinker or log-carriage shall have painted thereon the name of its owner.
2. This licence shall be liable to revocation at any time without any liability to satisfy any claim by the licensee for compensation.
3. The licence shall be produced by the holder thereof when asked so to do by any bailiff of Crown lands or police constable.

## SCHEDULE 125.—(CHAP. III., PART 4.)

## HEATHCOTE AND RUSHWORTH FOREST DISTRICTS.

## CONDITIONS OF PERMIT FOR TIMBER OTHER THAN REDGUM.

1. Applications shall be made to the Secretary for Lands through the officer in charge of the district, who will arrange for the work to proceed without delay immediately upon issue of permit.
2. The officer in charge will locate the permit holder in any particular portion of Crown lands, Timber reserve, or State forest under his supervision which is, in his opinion, most suitable, and when necessary mark the trees which may be felled with the broad arrow, thus †. He will also give the permit holder instructions generally how to proceed with the work.
3. All forest produce cut under this regulation must be branded with the Crown brand by the officer in charge, and paid for before removal from the place where felled, but the forest officer may, in his discretion, arrange for branding at any depot or railway station.
4. A sum of not less than £2 must be deposited by permit holders who obtain prop and other timber, as a guarantee of strict obedience to the conditions of the permit.
5. Permit holders must stack and burn all débris when directed so to do by the officer in charge, and to his satisfaction or that of the supervising officer. In the event of any wilful breach of these conditions the Hon. the Minister may cancel the permit, forfeit the deposit, and seize the timber already cut as the property of the Crown.
6. If the permit holder removes, or allows to be removed, unbranded timber cut under his permit, without special authority in writing from the officer in charge, legal proceedings will be taken against him under the provisions of the *Land Act 1901* or *Crimes Act 1890*, and any person having unbranded timber in his possession, cut under a permit, and without having written authority from the forest officer for the possession of same, will also be prosecuted under the provisions of the *Land Act 1901* or *Crimes Act 1890*.
7. All permits are personal, and must be produced, on demand, to any forest officer, Crown lands bailiff, or police constable.
8. This regulation shall apply to the following areas, including State forests, Timber reserves, and Crown lands in the Heathcote and Rushworth forest districts.
9. The forest officer may instantly suspend any permit pending the decision of the Hon. the Minister, and during such suspension the permit shall have no force or effect.

## SCHEDULE 126.—(CHAPS. IV. AND V., PART 4.)

## CONDITIONS OF LICENCE TO CUT, SPLIT, AND TAKE AWAY IRONBARK AND OTHER KINDS OF EUCALYPTUS TIMBER EXCEPT REDGUM.

1. No live tree which at a height of two feet from the ground is less than twenty-four inches in diameter shall be cut down, and no timber shall be removed which is of less size than specified, except as set forth in condition 10.
2. Not more than three trees shall be felled prior to the cutting and splitting up of such trees.
3. No logs shall be cut for supply of saw-mills.
4. No live tree shall be used merely for the purpose of obtaining bark therefrom, and the stripping of bark from any live tree is prohibited.
5. No tree shall be felled so as to obstruct any path in use for transport of timber or stores.
6. Within the period of one month from the felling of any tree, the portion thereof not required for slabs, palings, shingles, posts, rails, props, or manufacturing purposes shall be so disposed of by the licensee as not to encumber the ground.
7. This licence is personal, and shall be produced by the holder thereof when asked so to do by any bailiff of Crown lands or police constable or the legal occupier of any Crown land on which the holder of this licence is operating.
8. This licence shall not be available for any area over which an exclusive right to cut timber shall have been granted, nor for any land leased as a grazing area, except by the express permission of the Minister.
9. Where licence is issued over Crown land leased as a grazing area, when twenty trees have been felled all débris therefrom shall be gathered up and burned to the satisfaction of the officer in charge.
10. When this licence is used for the purpose of cutting and taking away oak only, the licensee shall be permitted to cut down oak trees which, at a height of two feet from the ground, are not less than twelve inches in diameter.
11. This licence shall not empower the licensee to fell or remove timber for the purpose of hewing railway sleepers, or for piles, poppet legs, large beams, or logs of any kind.

## SCHEDULE 127.—(CHAP. IV., PART 4.)

## CONDITIONS OF LICENCE TO CUT, SPLIT, AND TAKE AWAY EUCALYPTUS TIMBER OTHER THAN REDGUM OR IRONBARK.

1. No live tree which at a height of two feet from the surface of the ground is of less diameter than twenty-four inches shall be cut down or removed unless the live tree be in a State forest or Timber reserve within a radius of fifteen (15) miles from the Chiltern Post Office, in which case the minimum diameter shall be eighteen inches.
2. Not more than three trees shall be felled prior to the cutting and splitting up of such trees.
3. No logs shall be cut for supply of saw-mills.
4. No live tree shall be used merely for the purpose of obtaining bark therefrom, and the stripping of bark from any standing live tree is prohibited.
5. No tree shall be felled so as to obstruct any path in use for transport of timber or stores.
6. Within the period of one month from the felling of any tree, the portion thereof not required for slabs, palings, shingles, posts, rails, props, or manufacturing purposes shall be so disposed of by the licensee as not to encumber the ground.

7. This licence is personal, and shall be produced by the holder thereof when asked so to do by any bailiff of Crown lands or police constable or the legal occupier of any Crown land on which the holder of this licence is operating.

8. This licence shall not be available for any area over which an exclusive right to cut timber shall have been granted, nor for any land leased as a grazing area, except with the express permission of the Minister.

9. This licence shall not empower the licensee to fell timber for the purpose of hewing railway sleepers, or for obtaining piles, poppet legs, beams, or large timber of any description.

10. Where a licence is for Crown land leased as a grazing area, when twenty trees have been felled all debris therefrom shall be gathered up and burned to the satisfaction of the officer in charge.

#### SCHEDULE 128.—(CHAP. V., PART 4.)

##### CONDITIONS OF LICENCE TO CUT EUCALYPTUS TIMBER FOR PURPOSES OTHER THAN SAW-MILL OR SPLITTING.

1. Payment of fee shall be made by licensee in advance.
2. No tree of less than twenty-four inches diameter at a height of two feet from the ground shall be felled or removed.
3. No tree shall be felled so as to obstruct any track in use for transport of timber.
4. Trees shall only be felled in the area described in licence.
5. Every tree felled shall have the name or initials of the licensee legibly marked thereon.
6. No greater number of trees shall be felled than are necessary for supply of the quantity of timber specified in the licence.
7. The receipt for payment of fees shall be produced by the holder thereof when required by any bailiff of Crown lands.
8. No timber shall be removed until it has been examined and branded by the forester in charge or Crown lands bailiff mentioned in licence.
9. Within the period of one month from the felling of any tree, the portion thereof not required for slabs, palings, shingles, posts, rails, props, or manufacturing purposes shall be so disposed of by the licensee as not to encumber the ground.
10. The stripping of bark from any standing live tree is prohibited.
11. This licence shall not be available for any area over which an exclusive right to cut timber shall have been granted, nor for any land leased as a grazing area, except with the express permission of the Minister.
12. Where a licence is issued over Crown land leased as a grazing area, when twenty trees have been felled all debris therefrom shall be gathered up and burned to the satisfaction of the officer in charge.

#### SCHEDULE 129.—(CHAP. I., PART 4.)

##### CONDITIONS OF PERMIT FOR CHARCOAL BURNING.

1. This permit is available for a period of three months from date of same.
2. Charcoal burning shall be under the direct supervision of the officer in charge, who will locate the permit-holder in any particular portion of Crown lands, timber reserves, or State forest, which is, in his opinion, most suitable, and kilns shall be erected only on sites approved by such officer. In proceeding with the work, the permit-holder must carry out the instructions of the officer in charge.
3. During the summer months, or at any time when, in the forest officer's opinion, there is danger from fire spreading, the permit-holder shall clean up, to the satisfaction of the forest officer, a space of not less than 3 chains in width around his kiln, and during progress of burning there shall be at least one person constantly in charge at the kiln. The permit-holder shall also notify the forest officer previous to firing kiln.
4. No charcoal shall be removed from the kiln site until the number of bags is determined by the forest officer, and paid for by the permit-holder, or until satisfactory arrangements, approved by the forest officer, are made for such payment.
5. The royalty charge shall be  $\frac{1}{4}$ d. per bag of approved size, but if made exclusively from debris lying on the ground, shall be  $\frac{1}{4}$ d. per bag of approved size.
6. The forest officer may instantly suspend any permit for any breach of these conditions pending the decision of the Hon. the Minister, who may absolutely cancel the permit without compensation of any kind, and during such suspension the permit shall have no force or effect.

#### SCHEDULE 130.—(CHAP. V., PART 4.)

##### CONDITIONS OF LICENCE FOR FELLING EUCALYPTUS TIMBER, EXCEPT REDGUM AND IRONBARK.

1. Payment of licence-fee shall be made by the licensee in advance at the commencement of each quarter.
2. No timber shall be cut or taken away with the exception of gum (not including redgum and ironbark), stringybark, box, messmate, or other kinds of eucalyptus.
3. Not more than three trees shall be felled before they are cut up.
4. One person only shall cut or take away timber under one licence, and the interest of the State in such timber shall not cease until it has been transported from the place wherein it has been cut to the nearest main road.
5. Licences shall be liable to revocation at any time by the Board of Land and Works without any liability to satisfy any claim by the said licensees for compensation.

6. This licence is personal, and must be produced by the licensee upon the request of any bailiff of Crown lands or any police constable or of any legal occupier of any Crown land on which the holder of this licence is operating.
7. This licence is not available for any area over which an exclusive right to cut timber shall have been granted.
8. Timber must not be cut under this licence for the supply of a saw-mill.
9. No tree shall be felled merely for the purpose of obtaining bark therefrom, and the stripping of bark from any standing live tree is prohibited.
10. Within the period of one month from the felling of any tree, the portion thereof not required for slabs, palings, shingles, posts, rails, props, or manufacturing purposes shall be so disposed of by the licensee as not to encumber the ground.
11. This licence is not available for lands leased as a grazing area, except by express permission of the Minister of Lands.
12. This licence does not empower the licensee to fell timber for the purpose of hewing sleepers or for the purpose of obtaining piles.

SCHEDULE 131.—(CHAP. V., PART 4.)

CONDITIONS OF LICENCE FOR CUTTING AND TAKING AWAY BLACKWOOD, PINE, SASSAFRAS, BEECH, OR OTHER VALUABLE TIMBER, OTHER THAN REDGUM, FROM CROWN LANDS NOT BEING STATE FORESTS OR TIMBER RESERVES.

1. Payment of fee shall be made by the licensee in advance.
2. No timber shall be cut or taken away, with the exception of blackwood, pine, sassafras, beech, or other valuable timber.
3. Not more than three trees shall be felled before they are cut up.
4. One person only shall cut or take away timber under one licence, and the interest of the State in such timber should not cease until it has been transported from the place wherein it has been cut to the nearest main road.
5. Licences shall be liable to revocation at any time without any liability to satisfy any claim by the said licensees for compensation.
6. This licence is personal, and must be produced by the licensee upon the request of any bailiff of Crown lands or of any police constable, or of any legal occupier of any Crown land on which the holder of this licence is operating.

SCHEDULE 132.—(CHAP. V., PART 4.)

CONDITIONS OF LICENCE FOR CUTTING AND TAKING AWAY DEAD WOOD FROM TIMBER RESERVES AND OTHER CROWN LANDS NOT BEING STATE FORESTS.

1. Payment of licence-fee shall be made by the licensee in advance at the commencement of each quarter.
2. No timber shall be cut or taken away, with the exception of dead wood of gum (not including redgum), stringybark, box, messmate, iron-bark, or other kinds of eucalyptus.
3. Not more than three trees shall be felled before they are cut up.
4. One person only shall cut or take away timber under one licence, and the interest of the State in such timber shall not cease until it has been transported from the place wherein it has been cut to the nearest main road.
5. Licences shall be liable to revocation at any time by the Board of Land and Works, without any liability to satisfy any claim by the said licensees for compensation.
6. This licence is personal, and must be produced by the licensee upon the request of any bailiff of Crown lands or of any police constable, or of any legal occupier of any Crown land on which the holder of this licence is operating.
7. This licence is not available for any area over which an exclusive right to cut timber shall have been granted.
8. Timber must not be cut under this licence for the supply of a saw-mill.
9. No tree shall be felled merely for the purpose of obtaining bark therefrom.
10. Within the period of one month from the felling of any tree, the portion thereof not required for slabs, palings, shingles, posts, rails, props, or manufacturing purposes shall be so disposed of by the licensee as not to encumber the ground.
11. This licence is not available for lands leased as a grazing area, except by express permission of the Minister of Lands.
12. No logs which have been cut for a saw-mill and bear the saw-miller's brand upon them shall be deemed "dead wood" within the meaning of this licence, unless the same have been condemned by the Crown lands bailiff after the saw-miller has been requested to remove the same.

SCHEDULE 133.—(CHAPS. VI. AND VII., PART 4.)

PERMIT TO HEW SLEEPERS.

SLEEPER-HEWING PERMIT available for \_\_\_\_\_ sleepers in the  
 parish of \_\_\_\_\_ issued by \_\_\_\_\_  
 This permit is issued to \_\_\_\_\_ for the purpose of hewing  
 railway sleepers on the area stated above, and no other, subject to the  
 following conditions :—

1. This permit shall be available for a period of \_\_\_\_\_ months  
 from \_\_\_\_\_

2. Sleeper hewing in every district shall be under the direct supervision of the forester or forest officer in charge, who shall mark or brand (with the broad arrow thus  $\blacktriangle$ ) all trees that are to be felled, and should any hewer fell unbranded trees his permit shall be at once cancelled.

3. No sleepers shall be removed from any Timber reserve, State forest, or other Crown lands until they are counted and branded with the "Crown" brand by the forester or forest officer and paid for by the permit-holder, or until approved and satisfactory arrangements are made for such payment.

4. Any person removing or having in his possession unbranded sleepers shall be liable to prosecution.

5. The royalty charge shall be 3d. per sleeper for live wood and 2d. per sleeper for dead wood. Sleepers six (6) feet and under in length may however be cut either from live wood or from dead wood, on payment of a royalty charge of Twopence (2d.) each. Dead wood shall consist of debris from saw-milling or other timber operations, and timber killed by having been ring-barked, whether standing or lying on the ground.

6. The permit-holder shall stack, ready for burning, all tops of trees and other debris caused by his operations, to the full satisfaction of the forester or forest officer.

I hereby agree to strictly abide by the foregoing conditions.

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

Signature—

Witness to signature—

SCHEDULE 134.—(CHAP. VII.; PART 4.)

APPLICATION TO CUT TIMBER ON CROWN LAND LEASED AS A GRAZING AREA.

I hereby apply for permission to cut timber \* \_\_\_\_\_ parish of \_\_\_\_\_ upon the Grazing Area, being allotment \_\_\_\_\_, whose consent is appended hereto, and I forward herewith the undertaking and deposit of money prescribed by the Regulations.

Signature—

Postal address—

Date—

(\* Specify kinds of timber.)

I hereby consent to the foregoing application by \_\_\_\_\_ for permission to cut timber on the Grazing Area, being allotment \_\_\_\_\_ parish of \_\_\_\_\_ now held under lease by me.

Lessee's Signature—

Postal address—

Date—

Witness—

SCHEDULE 135.—(CHAP. VII., PART 4.)

FORM OF UNDERTAKING TO COMPLY WITH CONDITIONS OF LICENCE TO CUT TIMBER ON A GRAZING AREA.

Application having been made by me for the issue to me of a licence to cut and take away timber from allotment \_\_\_\_\_ parish of \_\_\_\_\_ held under grazing area \_\_\_\_\_ lease by \_\_\_\_\_; I hereby agree to and do now deposit the sum of £12 10s. (or £5 (Sleeper Hewing)) with the Secretary for Lands, Melbourne, the same to be returned to me upon the certificate of the Crown lands bailiff that the conditions of my licence have been faithfully carried out, and that no damage has been done to the land or to the lessee's fences, buildings, or other property by my operations; or upon the written statement of the lessee that he is satisfied the conditions have been carried out, and any damage done has been repaired; and in the event of the said conditions not having been carried out or of damage having been done to the land or to the lessee's fences; buildings; or other property; I further agree that the Secretary for Lands may direct such steps to be taken as he may think fit for the carrying out of the said conditions, and have such damages repaired, and may expend all or as much of the said deposit of £12 10s. (or £5 (Sleeper Hewing)) as may be necessary for the proper carrying out of the same, the balance of the amount (if any) to be returned to me.

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

Signature—

One thousand

Address—

Witness—

Address—

SCHEDULE 136.—(CHAP. VIII., PART 4.)

CONDITIONS OF LICENCE TO CUT AND TAKE AWAY DEAD WOOD OTHER THAN REDGUM FROM STATE FORESTS:

1. This licence is personal, and shall be produced by the holder thereof when asked to do so by any bailiff of Crown lands or police constable, or any legal occupier of any Crown land on which the holder of this licence is operating.

2. This licence shall not be available for any area over which an exclusive right to cut timber shall have been granted.

3. This licence only gives the right to cut and remove dead logs and forest debris lying upon the ground.

4. In no case shall standing trees, whether dead or alive, be cut under this licence.

5. No logs shall be cut for the supply of saw-mills.

6. No logs which have been cut for a saw-mill and bear the saw-miller's brand upon them shall be deemed "dead wood" within the meaning of this licence; unless the logs shall have been condemned by the district forester or forest officer after the saw-miller had been requested to remove the logs:

## SCHEDULE 137.—(CHAP. IX., PART 4.)

CONDITIONS OF LICENCE FOR FELLING UNDERGROWTH AND TIMBER  
OTHER THAN EUCALYPTUS.

1. The licence-fee shall be payable in advance.
2. This licence shall be available only for the locality specified therein.
3. No fern trees shall be taken up or removed.
4. No blackwood or beech that measures less than four feet circumference, no pine, sassafras, or wattle that measures less than three feet circumference, and no other tree that measures less than two feet circumference shall be felled. The measurement in each of the foregoing cases shall be taken at eighteen inches from the ground.
5. No tree shall be felled at a greater height than eighteen inches above the ground, and no undergrowth at a greater height than twelve inches above the ground.
6. No tree or undergrowth shall be felled so as to obstruct any track in use for the transport of timber or stores.
7. No tree shall be felled merely for the purpose of obtaining bark or firewood therefrom, and the stripping of bark from any standing live tree is prohibited.
8. Every log and every stack of timber or undergrowth shall have the name of the licensee or owner legibly marked thereon.
9. The interest of the Crown in any timber, undergrowth, or bark felled or procured under the provisions of this licence shall not cease until such timber, undergrowth, or bark shall have been removed from the forest; and if any timber, undergrowth, or bark felled or procured by the licensee be transported or removed by any other person, such other person also shall hold a similar licence.
10. Timber or undergrowth felled and not removed during the currency or within fourteen days of the expiry of this licence shall be deemed to be the property of the Crown.
11. If the licensee do any act which, if it were done without licence, would be punishable as trespass, if he fail to produce his licence when asked so to do by any forester, bailiff of Crown lands, or police constable, he shall be conclusively deemed to be a person not licensed or otherwise authorized to do such act within the meaning of the 161st section of the *Land Act* 1901.
12. This licence may be transferred on payment of Five shillings at the office where the licence was paid.
13. This licence shall be liable to revocation at any time without any liability to satisfy any claim by the licensee for compensation.
14. This licence is not available for any area over which an exclusive right to cut timber has been granted.
15. Within the period of one month from the felling of any tree, the portion thereof not required for slabs, palings, shingles, posts, rails, props, or manufacturing purposes shall be so disposed of by the licensee as not to encumber the ground.

## SCHEDULE 138.—(CHAP. X., PART 4.)

## CONDITIONS OF LICENCE FOR EXCLUSIVE RIGHT TO CUT TIMBER.

1. No live tree which at a height of two feet from the surface of the ground is of less diameter than twenty-four inches shall be felled or removed.
2. No greater number of trees shall be felled than is required for the current supply of the mill.
3. All trees felled and not delivered at the mill at the expiry of the licence shall revert to the Crown.
4. No tree on the block under licence shall be used merely for the purpose of obtaining bark therefrom, and the stripping of bark from any standing tree is prohibited.
5. The licensee shall protect saplings and young seedling indigenous trees, and neither he nor any other person shall depasture goats on the block under licence to him, or cultivate any part of such block.
6. Within the period of one month from the felling of any tree, the portion thereof not required for slabs, palings, shingles, posts, rails, props, or manufacturing purposes shall be so disposed of by the licensee as not to encumber the ground.
7. The licence-fee, amounting to \_\_\_\_\_ pounds \_\_\_\_\_ shillings and \_\_\_\_\_ pence, shall be paid in advance on \_\_\_\_\_ to the Receiver and Paymaster at \_\_\_\_\_ or to any other officer who may be authorized by the Board to collect the same.
8. The licence shall be produced by the holder thereof when asked so to do by any bailiff of Crown lands or police constable, or the legal occupier of any Crown land on which the holder of this licence is operating.
9. Non-compliance with or non-performance of any of the foregoing conditions shall render this licence null and void.
10. This licence shall be in force for one month from the date hereof, and from month to month at the same rental until either the licensee shall have given notice in writing of his intention to abandon the licence, or until such licence shall have been revoked by *Gazette* notice.
11. The saw-mill shall be erected only on such site within the area a shall be approved of by the forester or Crown lands bailiff in charge.
12. Not more than two (2) jinkers and four (4) fallers shall be employed on this area if between 500 acres and 1,000 acres, and when the area is less than 500 acres not more than one jinker and two fallers shall be employed, except by the express permission of the Minister of Lands.

## SCHEDULE 139.—(CHAP. XI., PART 4.)

## CONDITIONS OF THINNING LICENCES.

1. One-fourth of the area licensed shall be operated upon first, and the young timber thinned, scrub cut, and all debris stacked and burnt.
2. The thinning of the young timber, as well as the other work, shall be performed under the supervision of the district forester or forest officer

and in accordance with his instructions, but in no case shall any timber be felled on the area until the district forester or forest officer has marked the trees to be removed.

3. If the licensee or his employé cut any timber in contravention of the said instructions, the licence shall be liable to be cancelled at any time during its currency.

4. Receipt for payment of fees shall be produced at any time on the request of a bailiff of Crown lands.

5. The licensee only shall be employed felling young timber, but others may cut the same up in lengths for firewood only.

6. Boundaries of area shall be clearly defined before operations commence.

7. The licensee shall be responsible for the due protection of all timber upon this area, and shall not permit any damage to same, and shall stack at the end of each month all timber cut on such area, so that stock can be taken by the district forester or forest officer at the beginning of the following month.

8. This licence shall be liable to be declared void for any breach of or non-compliance with any of the conditions thereof.

9. The licensee shall be at liberty to cut upon this area as late in the year as is consistent with safety from bush fires. Upon receiving fourteen days' notice the licensee shall at once clean up this area to the satisfaction of the district forester or forest officer, and shall entirely cease work within the period mentioned if so directed.

10. The licensee must deposit the sum of £1 as a guarantee of the due fulfilment of these conditions, such deposit to be forfeited if licence be cancelled under condition 8 herein.

#### SCHEDULE 140.—(CHAP. XII., PART 4.)

CONDITIONS OF LICENCE TO CUT TIMBER ON LAND RESERVED UNDER SECTION 308, LAND ACT 1901, FOR THE MANUFACTURE OR PRODUCTION OF EUCALYPTUS OIL.

1. The licence-fee shall be One pound sterling (£1) per block, payable in advance.

2. No person, firm, or company shall hold at one time more than 1,000 acres of mallee land in all, though he or they may hold more than one block. In marking out the block the forest officer may allow for the area not containing mallee.

3. Licences shall have a currency of twelve months from date of licence, and may be renewed from year to year, so long as the licensee pays rent and the Crown is willing.

4. The Crown reserves the right to dispose of the timber, other than mallee, on the block in any way thought desirable.

5. Blocks are to be marked out by the forest officer in charge, the licensee to erect posts 4 inches by 4 inches in thickness, and 3ft. 6in. above the ground, at the corners of his block, or at such other positions on the boundaries as may be pointed out by the forest officer, to paint such posts white, and to paint his name legibly in black on such posts.

6. One-fourth of the area to be operated upon first, and all suitable timber felled to the surface of the ground and to the satisfaction of the forest officer before the remainder is operated upon, and in like manner for the remaining three-quarters.

7. All debris to be stacked and burnt when so directed by the forest officer, and all work done to his satisfaction and in accordance with his instructions.

8. A licence may be cancelled at any time (without compensation) for any breach of these conditions, or if any portion of the area is used for any purpose other than that for which it is licensed.

#### SCHEDULE 141.—(CHAP. XIV., PART 4.)

No.

*Redgum.*

STATE FOREST EMPLOYÉ'S  
CERTIFICATE.

—  
Name of employé—  
Address—  
Name of employer—  
Address—  
No. of licence or sale note—  
Date of issue—  
Date of expiry of licence—  
Description of licensee's brand—  
Date of issue of certificate—  
Date of return of certificate to licensee—  
Date of return of certificate by licensee to forest officer—  
If not returned as above the reason for the same—

*Note.*—These particulars must be obtained and filled in this block by the forest officer, who will also see that all expired certificates are from time to time duly collected.

Certificate No.—

E.  R.

*Redgum.*

STATE FOREST EMPLOYÉ'S CERTIFICATE.

It is hereby certified that \_\_\_\_\_ is employed by the undersigned for the purpose of \_\_\_\_\_ upon the State forest in virtue of the sale note or licence, particulars of which are given below. The within-named person has been informed of the terms and conditions to which such licence or sale note is subject. This certificate shall become null and void upon the person in whose name it is drawn leaving the employ of the undersigned, or upon the expiration of the permit or licence under which it is granted, or upon any breach of the regulations under which the permit or licence is granted.  
Signature of licensee or permit-holder—  
No. of licence or permit—  
Date of licence or permit—  
Date of expiry of licence—  
Description of licensee's brand—  
Date of issue of certificate—  
Forest Officer.

*Note.*—The above particulars must be filled in by the licensee or permit-holder. This certificate must be returned to the licensee or permit-holder upon the discharge of the employé or expiry of licence, and the licensee must thereupon forward it to the forest officer.

VICTORIA.

Section 145, Land Act 1901.  
**WATTLE-BARK LICENCE.**  
 Department of Lands and Survey,  
 I, ..... Issuer of Licences  
 do hereby notify that a  
 licence to strip Wattle-Bark on Crown lands  
 within the parish of ..... is hereby  
 on the lands mentioned in the schedule  
 of trees, has been issued this day to  
 subject to the fulfilment of the conditions  
 printed on the back hereof, and  
 will expire on the 1st day of March next.  
*Schedule of Crown lands for which this licence is not available.*  
 Not available for State Forests or Timber Reserves,  
 or within one mile of Port Phillip Bay or its arms,  
 for any reserved land situate on the bank of any river  
 situate on the bank of any river or stream, or  
 temporarily or permanently reserved for a specific  
 purpose, except by the special permission, in writing,  
 of the Minister.

Signature..... Issuer.  
 N.B.—This notification must be forwarded to the senior  
 Crown lands officer of the district, upon the date of  
 the issue of the licence.

VICTORIA.

SCHEDULE 142.—(CHAP. XV., PART 4.)  
 Section 145, Land Act 1901.  
**WATTLE-BARK LICENCE.**  
 Department of Lands and Survey,  
 I, ..... Licencing Agent  
 do hereby notify that a licence to strip  
 Wattle-Bark on Crown lands within the  
 parish of ..... is hereby issued  
 subject to the fulfilment of the conditions  
 printed on the back hereof, and will  
 expire on the 1st day of March next.  
*Schedule of Crown lands for which this licence is not available.*  
 Not available for State Forests or Timber Reserves, or within one  
 mile of Port Phillip Bay or its arms, nor for any Crown land that  
 has been either temporarily or permanently reserved for a specific pur-  
 pose, except by the special permission, in writing, of the Minister.  
 This schedule will vary with the district.  
 Countersigned..... Licencing Agent.  
 Issued authorized by the Treasurer.  
 This licence shall have no effect until countersigned by the Issuer  
 authorized by the Treasurer.  
 N.B.—Be careful to observe that this licence expires on the 1st day  
 of March.

VICTORIA.

Section 145, Land Act 1901.  
**WATTLE-BARK LICENCE.**  
 Department of Lands and Survey,  
 I, ..... Issuer of Licences  
 do hereby notify that a licence to strip  
 Wattle-Bark on Crown lands within the  
 parish of ..... is hereby issued  
 subject to the fulfilment of the conditions  
 printed on the back hereof, and will  
 expire on the 1st day of March next.  
*Schedule of Crown lands for which this licence is not available.*  
 Not available for State Forests or Timber Reserves, or within one  
 mile of Port Phillip Bay or its arms, nor for any Crown land that  
 has been either temporarily or permanently reserved for a specific pur-  
 pose, except by the special permission, in writing, of the Minister.  
 This schedule will vary with the district.

CONDITIONS.

1. The licence-fee shall be payable in advance.
2. This licence is available only for the parish specified therein.
3. No tree of less than five inches in diameter, when of the black or feather-leaf species, nor less than three and a half inches, when of the golden or broad-leaf species, shall be stripped of its bark, except the golden species be more than fifty miles from the sea-coast, in which case trees having a diameter of two and a half inches may be stripped. The measurements in each of the foregoing cases shall be taken at two feet from the ground.
4. No bark shall be stripped from a tree until after the same has been felled.
5. No tree shall be felled at a greater height than two feet from the ground.
6. The licensee will be required to thoroughly strip the bark from the trunk and branches of every tree felled, and to complete the stripping of one tree before commencing to fell another.
7. No tree shall be felled so as to obstruct any track.
8. The licensee only shall strip bark under the authority of this licence, and if any bark stripped by him be transported from Crown lands by any other person, such other person also shall hold a similar licence.
9. All bark stripped under the provisions of this licence shall remain the property of the Crown until the same shall have been removed from Crown lands.
10. This licence is personal, and must be produced by the holder thereof when asked so to do by any Crown lands bailiff or other officer appointed to enforce the regulations under which the same is issued, or the legal occupier of any Crown land on which the holder of this licence is operating.
11. If the licensee shall strip or remove bark from any tree on any Crown lands except in accordance with the conditions of this licence, he shall be deemed to have stripped or removed bark without a licence; and, on conviction thereof, under the provisions of the Land Act 1901, this licence for the season during which such conviction may have been made shall, from and after the date of such conviction, become void and of no effect, nor shall any fresh licence be granted to him during such season.



12. This licence shall have no force or effect except within the parish of and during the season for which the same has been granted, nor shall it be of any force or effect within any reserve specially made and proclaimed under the provisions of *The Land Act 1884*, the *Land Act 1890* or the *Land Act 1901*, for the preservation and growth of wattle trees.

13. This licence is not available for land leased as a grazing area, except by express permission of the Minister.

SCHEDULE 143.—(CHAP. XV., PART 4.)

EXCLUSIVE RIGHT TO STRIP WATTLE BARK ON LAND LEASED AS A GRAZING AREA.

1. The holder of this licence shall be the lessee of the grazing area referred to herein. The lessee may, however, nominate some person who will be allowed by special permission, to be indorsed on the licence by Secretary for Lands, to act on his or her behalf. All other persons engaged in stripping shall obtain an ordinary wattle-bark licence at a fee of Thirty shillings (30s.).

2. The fee shall be payable in advance.

3. This licence shall only be available for allotment, parish of \_\_\_\_\_, held under lease as a grazing area by \_\_\_\_\_.

4. No tree of less than 5 inches in diameter, when of the black or feather-leaf species, nor less than 3½ inches when of the golden or broad-leaf species, shall be stripped of its bark except the golden species be more than 50 miles from the sea-coast, in which case trees having a diameter of 2½ inches may be stripped. The measurements in each of the foregoing cases shall be taken at 2 feet from the ground.

5. No bark shall be stripped from a tree until after the same has been felled.

6. This licence is personal, and must, when required, be produced by the holder thereof to any Crown lands bailiff or other officer appointed to enforce the regulations under which it is issued.

7. If the licensee shall strip or remove bark from any tree on the allotment specified, except in accordance with these regulations, he shall be deemed to have stripped or removed same without a licence.

8. This licence shall be available from 1st September to the 1st March following, and no longer.

Chapter I.

PART V.—VILLAGE SETTLEMENTS.

1. For the purpose of these Regulations under Part V., unless the context be inconsistent therewith, the words "alienated," "Board," "Cultivation," "Permissive occupant," "Substantial improvements of a permanent character," shall have the respective meanings assigned to them in section 316 of Part III. of the *Land Act 1901*.

2. The following fees shall be payable under these Regulations:—

	£	s.	d.
For the registration of each member of a Homestead Association or Society ... ..	0	2	6
For the lease of a Village Community allotment or Homestead Association or for a perpetual lease or conditional purchase lease ... ..	1	0	0
For consent to transfer or mortgage a lease of a Village Community allotment or Homestead Association, perpetual lease or conditional purchase lease ... ..	1	0	0
For application for surrender and classification of permit or lease in order that agricultural or grazing allotment licence may issue ... ..	0	10	0

Chapter II.

DIVISION I.—VILLAGE COMMUNITIES.

1. No land containing head-races, tail-races, or channels conveying water for mining purposes shall be set aside for the purposes of Part III. of the *Land Act 1901* unless such head-races, tail-races, or channels shall have been excised therefrom.

2. The Minister may appoint officers of the Public Service stewards under Part III. of the *Land Act 1901*, whose duty it will be to keep plans of the Village Community Settlements under their charge and note thereon all applications received and granted. It will also be their duty to receive keep a record and report upon all applications for Village Community allotments, supervise the occupation thereof, and report thereon to the Minister from time to time as may be required.

3. Applications for Village Community allotments must be made personally to the steward in charge of the settlement in which the allotment is situated, and shall be in the form prescribed in Schedule 144 hereto. Each applicant shall satisfy the steward that he is a fit and proper person to hold a permit or lease.

4. The steward shall immediately on application being made as aforesaid make such inquiries from the applicant and others as he may deem necessary.

5. The steward shall forthwith note such application on his plan of the settlement referred to, and shall immediately forward the application, with his report thereon, to the Secretary for Lands.

6. On approval of an application a permit in the form prescribed in Schedule "A" hereto will be issued to the applicant forthwith. The rental under such permit shall be 3d. an acre per annum payable half-yearly, except as regards lands situated in the parishes of Tyntynder North and Tyntynder West, for which lands the rental under permit shall be One penny (1d.) per acre per annum, payable half-yearly.

7. Monetary aid under section 343 of the *Land Act* 1901 can be applied for by the permissive occupant in need of such aid on form prescribed in Schedule 145 hereto, which shall be lodged with the steward of the Village Community Settlement in which the applicant holds an allotment. Such aid may be given in instalments not more frequently than once a month.

8. The steward shall forthwith forward to the Secretary for Lands the applications for cash advances, together with a report of the nature and value of the improvements upon the allotment or allotments to which such applications refer.

9. No advance will be granted for an amount exceeding the value of the "substantial improvements of a permanent character" which shall have been effected upon the allotment or allotments to which the application for such loans refers. Such advance will be forwarded in the form of a postal note payable to the applicant or applicants only, except in such cases as the Minister may direct.

10. Settlers on a Village Community Settlement having a committee of management for the purposes of the Act may, subject to the approval of the Board, make such rules not being inconsistent with the said Act as may be mutually agreed upon.

11. The rules so made shall be registered by the Board, and if any settler in a Village Community represented by such committee neglects to comply with or wilfully violates any such rules, the Board may consider him as not a fit and proper person within the meaning of the Act to hold a permit or lease.

12. Advances may be made to the treasurer or secretary of such committee, and such advances shall be apportioned *pro rata* so as to be a charge upon the allotments held by the settlers represented thereby; Regulations 7, 8, and 9 shall apply thereto.

13. Every lease of a Village Community allotment outside the mallee country or mallee border shall be in the form prescribed in Schedule B hereto.

14. Every lease issued under Part III. for lands within the mallee country or mallee border shall be in the form prescribed in Schedule C hereto and shall be subject to such other exceptions, reservations, covenants, and conditions as the Governor in Council may in any particular case direct.

15. Applications for the consent of the Board of Lands and Works to transfer or mortgage a lease of a Village Community allotment shall be made in the form prescribed in Schedule 149 hereto.

16. The form of consent of the Board of Land and Works shall be in the form prescribed in Schedule 150 hereto.

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

#### HOMESTEAD ASSOCIATIONS.—DIVISION 2.

18. Applications by any association or society for a block of land to be set apart for occupation by the members of such association or society shall be in the form prescribed in Schedule 151 hereto, and shall be made to the Secretary of Lands by the secretary of such association or society. Every such application shall be accompanied by a receipt from a Receiver of Revenue for the registration fee (Two shillings and sixpence) for each member of such association or society.

19. Each member of such association or society shall be required to make application in the form prescribed in Schedule 152 hereto before the issue to him of a permit to occupy any allotment.

20. At the request of the secretary of any association or society a permit to occupy in the form prescribed in Schedule "A" hereto will be issued to a member of such association or society with respect to the allotment for which he has applied as aforesaid.

21. Regulations 7, 8, 9, and 10 of these Regulations shall apply to applications for advances by members of any association or society.

22. If any member of any association or society neglects to comply with or wilfully violates the rules of such association or society the Board may consider such person as not a fit and proper person within the meaning of the Act to hold a permit or lease.

23. Every lease of a Homestead section outside the mallee country or mallee border shall be in the form prescribed in Schedule D hereto.

24. Every lease issued under Part III. for lands within the mallee country or mallee border shall be in the form prescribed in Schedule E hereto, and shall be subject to such other exceptions, reservations, and covenants as the Governor in Council may in any particular case direct.

25. Applications for the consent of the Board of Land and Works to transfer or mortgage a lease of a Homestead section shall be made in the form prescribed in Schedule 153 hereto.

26. The form of consent of the Board of Land and Works shall be in the form prescribed in Schedule 154 hereto.

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

### Chapter III.

#### MISCELLANEOUS.

28. Every application for a lease by the holder of a permit to occupy land under the *Land Act* 1901, Part III., shall be in the form and shall be accompanied by a declaration in the form prescribed in Schedule 146 hereto.

29. Every application for permission to surrender a lease or permit under the *Settlement on Lands Act* 1893, or Part III., *Land Act* 1901, and have the allotment or Homestead section classified in order that a grazing or agricultural allotment licence may be issued, shall be in the form prescribed in Schedule 155 hereto, and the applicant shall pay a classification fee of Ten shillings and forward the receipt with his application. All such applications shall be made not later than the 30th June, 1902.

30. Every application for permission to surrender a lease or permit under the *Settlement on Lands Act* 1893, or Part III., *Land Act* 1901, for land in the mallee country or mallee border, and have the allotment or Homestead section classified, shall be in the form prescribed in Schedule 156 hereto, and the lessee or permit-holder shall pay a classification fee of Ten shillings and forward the receipt with his application.

31. Every application to surrender a lease or a permit under the *Settlement on Lands Act* 1893, or Part III. of the *Land Act* 1901, to occupy a Village Community allotment or Homestead section, and to acquire the area under a perpetual lease or conditional purchase lease, shall be made in the form prescribed in Schedule 4 hereto, and every such conditional purchase lease for swamp or reclaimed land shall be in the form prescribed in Schedule F hereto, and where outside swamp lands, in the form prescribed in Schedule G hereto.

32. Every application by a holder of a permit or lease under the *Settlement on Lands Act* 1893, or Part III. of the *Land Act* 1901, to take up or acquire additional land under a conditional purchase lease (without surrendering his lease or permit) shall be made in the form prescribed in Schedule 147 hereto, and every such conditional purchase lease for swamp or reclaimed lands shall be in the form prescribed in Schedule K, and where outside swamp lands in the form prescribed in Schedule J hereto.

33. Every application for surrender of a lease or permit issued under the *Settlement on Lands Act* 1893, or Part III. of the *Land Act* 1901, to occupy a Village Community allotment or Homestead section, and to take up or acquire the area and additional land (if any) under a perpetual lease or a conditional purchase lease, shall be made in the form prescribed in Schedule 148 hereto, and every such conditional purchase lease for swamp or reclaimed lands shall be in the form of Schedule I hereto, and where outside swamp lands in the form of Schedule H hereto.

34. Every application for consent of Board of Land and Works to transfer, sublet, or mortgage a perpetual leasehold, or conditional purchase lease under Part III. the *Land Act* 1901 shall be made in the form described in Schedule 157 hereto.

35. The form of surrender to be used in connexion with the surrender of the various leases referred to in these Regulations shall be in the form prescribed in Schedule 158 hereto.

SURVEY FEES.

36. The following shall be the fees payable for the survey of land which is to be leased to any applicant under Part I. or Part II. of the *Settlement on Lands Act* 1893, or Part III., *Land Act* 1901.

	1st Scale.	£	s.	d.
Where the area does not exceed 10 acres	...	...	2	0 0
" " 20 "	...	...	2	10 0
" " 30 "	...	...	2	15 0
" " 40 "	...	...	3	0 0
" " 50 "	...	...	3	5 0
" " 60 "	...	...	3	10 0
2nd Scale.				
Where the area does not exceed 10 acres	...	...	2	10 0
" " 20 "	...	...	3	0 0
" " 30 "	...	...	3	10 0
" " 40 "	...	...	4	0 0
" " 50 "	...	...	4	5 0
" " 60 "	...	...	4	10 0

Where the area exceeds 60 acres the fee shall be £5.

(a) The 1st scale above shall apply to settlements in classes of country for which survey fees are now paid under the 1st and 2nd scales of the Survey Fee Regulations, under Part I., Chapter V., and the 2nd scale above to those classes of country which now come under the 3rd and 4th scales of such Regulations.

(b) Every lessee shall pay the fee prescribed by these Regulations, even though the land has been previously surveyed, and may or may not require further survey.

(c) Where lessees under this Act have been granted township blocks in addition to their other holdings, the fee of £1 shall be charged for the survey of each such township block.

(d) Should two or more township blocks be granted to the same lessee, the survey fee to be charged shall be based on the area, in accordance with these Regulations, whether the blocks be adjoining or separated.

SCHEDULE 144.—(CHAP. II., PART 5.)

The *Land Act* 1901.—Part III., Division I., Section 318.

APPLICATION FOR A VILLAGE COMMUNITY ALLOTMENT UNDER PART III. OF THE LAND ACT 1901.

I, \_\_\_\_\_ of\* \_\_\_\_\_ hereby make application for allotment of \_\_\_\_\_ Village Community Settlement; and I undertake to pay all duly authorized fees for the making of the survey and plan or for any modification thereof, and to accept a permit or lease to occupy subject to the terms, covenants, and conditions which may be lawfully imposed.

\* Here state fully the place of abode and the occupation of the applicant.

I, \_\_\_\_\_ of \_\_\_\_\_ hereby declare that I am not under the age of eighteen years; that I am not the owner in fee simple of 2 acres of land or upwards; that I am not the lessee of a pastoral allotment or of a grazing area; that I am not the holder of a licence to occupy an agricultural allotment; that I am not the holder of a licence to improve an agricultural allotment; that I am not a permissive occupier or lessee under Part II. of the *Settlement on Lands Act* 1893 or Part III. of the *Land Act* 1901; 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

January 14, 1902.

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; that I intend to occupy the allotment for my own use and benefit solely; that if my application be granted it is my intention immediately after receipt of the permit or lease, and thenceforward during the currency of the same, to occupy the allotment by residing thereon, as provided under sub-section (10) of section 322 of the *Land Act 1901*, and to comply with the covenants and conditions of the said permit or lease; and that this application is made in conformity with the provisions of Part III. of the said recited Act and of the Regulations thereunder.

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—  
Address—

Declared at \_\_\_\_\_ in the State of Victoria, this \_\_\_\_\_ day of \_\_\_\_\_ 190  
before me,

Justice of the Peace or Commissioner for taking Affidavits.

\* I hereby certify that this declaration was read to the declarant in my presence this \_\_\_\_\_ day of \_\_\_\_\_ 190  
\* The magistrate's signature is only required here in cases where the applicant is a markman, and can neither read nor write.

Justice of the Peace or Commissioner for taking Affidavits.

#### SCHEDULE 145.—(CHAP. II., PART 5.)

##### Section 32. APPLICATION FOR MONETARY ASSISTANCE.

Melbourne (or postal address),

I, the undersigned, being the permissive occupant under Part III. of the *Land Act 1901* of the land specified in the margin hereof, and being in need of monetary assistance, do hereby make application to the Board of Land and Works for a loan of \_\_\_\_\_ pounds, such loan to be received by me from time to time and in such sums as the Minister may direct, and I hereby covenant to use such money for the purpose of building upon and improving my allotment, and for no other purpose whatsoever, and I further agree to repay such loan in twenty equal annual instalments, the first of such repayments to be made on a \_\_\_\_\_ day when a lease is issued to me for such allotment.

I have the honour to be, Sir,  
Your most obedient Servant,

The President of the Board of Land and Works.

#### SCHEDULE 146.—(CHAP. III., PART 5.)

##### APPLICATION FOR LEASE BY HOLDER OF PERMIT TO OCCUPY LAND UNDER PART III. LAND ACT 1901.

Address—  
Post Town—  
Date—

SIR,  
Being the holder of a permit No. \_\_\_\_\_ under section 318 of the *Land Act 1901*, to occupy the land specified in the margin hereof, and having occupied the said land for a period of at least three (3) years, and having complied with the conditions of such permit, I hereby apply for a lease of the said land, and I send herewith, in support of such application, my declaration that I now make the said application in conformity with and not in violation of any of the provisions of the said Act.

I have the honour to be, Sir,  
Your most obedient Servant,

To the Honorable the President of the Board of Land and Works, Melbourne.

#### DECLARATION BY HOLDER OF PERMIT.

I, \_\_\_\_\_ of \_\_\_\_\_ being the holder of a permit to occupy the above-mentioned allotment, declare as follows:—  
1. That I have paid £ . s. d., being all fees due on the said permit.  
2. That I have not at any time assigned or sublet the said allotment or any part thereof, or transferred my interest or any part of my interest therein.  
3. That during the currency of the said permit I cultivated at least \_\_\_\_\_ acres on the said allotment.  
4. That from the date of the said permit, and thenceforward during the continuance thereof, I, or some member of my family, resided for a period of not less than \_\_\_\_\_ upon the said allotment.

5. That all fences and buildings erected on the land have been maintained in a state of thorough repair.

6. That all canals and drains now existing on, abutting upon, or bounding the land held under permit by me have been kept open and free from obstruction.

7. That I make this application in conformity with the provisions of Part III. of the *Land Act* 1901, and not in violation of any of them.

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

*List of Improvements above referred to.*

Fencing	...	£	Value.	Water Storage	...	£	Value.
Cultivation	...			All other improvements	...		
Buildings attached to soil (farm or other)							

NOTE.—Land officers, and other officers connected with the Lands Department are directed to assist settlers in filling up this application and declaration. No fees to be offered or accepted for such assistance.

The form of application, when filled up, is to be handed to the nearest steward, who will forward it to the Secretary for Lands.

Further particulars to be furnished by holder of permit when making application for lease under section 318 of the *Land Act* 1901.

Fencing:—	Description thereof.				No. of Chains.	Cost per Chain.	Total Cost.		
							£	s.	d.
	Is the land all enclosed as per surveyed boundaries?								
	Post and three-rail, split stuff	...	...	...					
	Post and two-rail, ditto	...	...	...					
	Post, rail, and wire	...	...	...					
	Post and wire	...	...	...					
	Stone wall	...	...	...					
	Stub or picket	...	...	...					
	Log	...	...	...					
	Chock and log	...	...	...					
	Log and brush	...	...	...					
	Brush	...	...	...					
	Have you arranged with occupiers of adjoining lands for payment of any portion of the above fences?								
	Who are the occupiers of the adjoining lands?								
*Cultivation:—	Number of Acres Ploughed and Cultivated.	Cost per Acre.	Nature of Crop.	Yield per acre.					
	First year	...	...	...					
	Second year only, not including the first	...	...	...					
	Third year only, not including the first and second	...	...	...					
Buildings:—	Description.	Dimensions.	Materials.						
Water storage:—	Description.	Dimensions, &c.							
	Dam	...							
	Reservoir	...							
	Well	...							
All other improvements:	Particulars of Nature and Cost.								
	Total Cost of Improvements ... .. £								

\* In filling up the column headed "Cultivation," it should be understood that only the cost of cultivating new land for the first time will be allowed for; repeated cultivation of the same piece of ground should not be included.

Further Particulars—*continued.*

How many rooms does your dwelling-house contain?	
Is it permanently attached to the soil of this allotment?	
How long have you, or some member of your family, resided on this land continuously during the currency of your permit?	
Have you any other place of abode? If so, where? What distance is it from the land the subject of this application? How long have you continuously resided thereon during the time of your permit for the land referred to in this application for lease?	
Where does your family reside?	
Have you or do you follow any other, if so, what business or employment?	
Do you own any land in fee simple? If so, state the number of acres, situation, and purpose to which it has been applied	
(1) Do you hold, or have you at any time held, any land under another permit, licence, or lease from the Crown? (2) Do you still hold it? If not, state why you parted with it, and to whom? (3) If still held, state the number of acres, situation, and purpose to which it has been applied?	
If the condition of residence has not been complied with, state the reason why	
If the condition of cultivation has not been complied with, state the reason why	
Have you assigned this selection for the benefit of your creditors, or have you become insolvent since the date of your permit 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—  
Occupation—  
Address—

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

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

\* I hereby certify that this declaration was read to the declarant in my presence this \_\_\_\_\_ day of \_\_\_\_\_ 1902.

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

SCHEDULE 147.—CHAP. III., PART 5.)

APPLICATION FOR CONDITIONAL PURCHASE LEASE.

\* Here state name \* I, \_\_\_\_\_  
 in full, place of abode, \_\_\_\_\_  
 and occupation. \_\_\_\_\_ of \_\_\_\_\_ being the holder of a permit  
 lease  
 under Part III. of *Land Act 1901*, hereby apply for a condi-  
 tional purchase lease of the land described hereunder.

Situation and Area of land applied for.	Description of Land applied for, if previously unsurveyed, or forming part only of a surveyed allotment.	Report by Land Officer.
County—		Date and hour of receipt and appli- } Report— cation
Parish—		
Allotment—		Date of transmis- } sion of order to
Section—		survey to Autho- } rized Surveyor.
Extent— acres, roods, perche .		Land Officer at

Signature—  
 Occupation—  
 Postal address—

I, \_\_\_\_\_ of \_\_\_\_\_  
 hereby declare that I am not under eighteen years of age; and that with respect to this application I am not an agent, or a servant of, or a trustee for, any other person; that I have not entered into or promised to enter into any agreement to permit any other person to acquire by purchase or otherwise the land in respect of which this application is made, or any part thereof, or my interest therein, or the usufruct thereof; and that the statements made by me in reply to the questions hereto subjoined are true and correct in every particular.

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

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

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

\* 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 State of  
 Victoria, or a Commissioner for taking Declarations and Affidavits at \_\_\_\_\_



SCHEDULE 148.—(CHAP. III., PART 5.)

(The *Land Act 1901*, Sections . . .)

\*APPLICATION FOR CONVERSION OF *Permit Lease* UNDER THE SETTLEMENT ON LANDS ACT 1893 OR LAND ACT 1901 TO *Perpetual Conditional Purchase Lease* UNDER THE LAND ACT 1901, AND FOR ADDITIONAL AREA.

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

Being the holder of a *Permit Lease*, No. . . .  
Parish— . . . Parish—  
Allotment— . . . Allotment—  
Section— . . . Section—  
I, . . . apply for permission to surrender such *Permit Lease* to His Majesty the King, and to take up or acquire such land under a *Perpetual Conditional Purchase Lease*,\* and to have included in the lease the additional land described in the margin.

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

Signature—  
Occupation—  
Postal address—

Declaration by Holder of *Permit Lease*.

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

1. That I have not at any time assigned or sublet the said allotment or any part thereof, or transferred my interest or any part of my interest therein.
2. That during the currency of the said *Permit Lease* I cultivated at least . . . acres on the said allotment.
3. That from the date of the said *Permit Lease* and thenceforward during the continuance thereof, I, or some member of my family, resided for a period of not less than . . . upon the said allotment.
4. That all fences and buildings erected on the land have been maintained in a state of thorough repair.
5. That all canals and drains existing on, abutting upon, or bounding the land held under *Permit Lease* by me have been kept open and free from obstruction.
6. That I make this application in conformity with the provisions of the *Land Act 1901*, Part III., and not in violation of any of them.
7. That with respect to this application I am not an agent, or a servant of, or a trustee for any other person; that I have not entered into nor promised to enter into any agreement to permit any other person to acquire by purchase or otherwise the land in respect of which this application is made or any part thereof, or my interest therein; that I intend to occupy the land for my own use and benefit solely; that if my application be granted it is my intention immediately after receipt of the lease, and thenceforward during the currency of the same, to occupy the land by residing thereon as provided in the *Land Act 1901*, and to comply with the covenants and conditions of the said lease.
8. That the statements made and the answers given by me in reply to the questions in the "Further Particulars" hereto subjoined are true and correct in every particular.

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

Further Particulars to be furnished by Holder of *Permit Lease* when making Application for *Perpetual Conditional Purchase Lease* under the *Land Act 1901*.

Fencing:—	Description thereof.	No. of Chains.	Cost per Chain.	Total Cost.		
				£	s.	d.
	Is the land all enclosed as per surveyed boundaries?					
	Have you arranged with occupiers of adjoining lands for payment of any portion of the above fences?					

Further Particulars--*continued.*

Cultivation :—	Number of Acres Ploughed and Cultivated.	Cost per Acre.	Nature of Crop.	Yield per Acre.	Total Cost.		
					£	s.	d.
Buildings :—	Description.	Dimensions.	Materials.				
Water storage :—	Description.	Dimensions, &c.					
All other improvements :	Particulars of Nature and Cost.						
	Total Cost of Improvements ... £						

How long have you, or some member of your family, resided on the land held by you under permit? lease?

Have you any other place of abode. If so, where?

Where does your family reside? ...

Do you own any land in fee simple? If so, state the number of acres, situation, and purpose to which it has been applied ... ..

(1) Do you hold, or have you at any time held, any land under another permit, licence, or lease from the Crown? (2) Do you still hold it? If not, state why you parted with it, and to whom? (3) If still held, state the number of acres, situation, and purpose to which it has been applied

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

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

Signature—

Declared at \_\_\_\_\_ in the State of Victoria, this \_\_\_\_\_ day of \_\_\_\_\_

before me,

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

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

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

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

## SCHEDULE 149.—(CHAP. II., PART 5.)

Sections 318 and 322.

Application for consent to <sup>transfer</sup>  
~~mortgage~~ village community lease.The *Land Act* 1901, Sections 318 and 322.Address  
Date

SIR,  
County: I, \_\_\_\_\_ of \_\_\_\_\_, being the  
Parish: \_\_\_\_\_ holder of a lease, as per margin, and having paid all rents  
and fees due thereon, and otherwise complied with all the  
Allotment: the Board of Land and Works for its consent in writing to  
the transfer of the said lease to  
Area: \_\_\_\_\_ of \_\_\_\_\_ acres. One pound, being the  
fee for the certificate of the Board's consent, is forwarded  
herewith.

I have the honour to be, Sir,  
Your most obedient servant,

The President of the Board of Land and Works.

Declaration to be made by lessee when applying to <sup>transfer</sup>  
~~mortgage~~.  
I, \_\_\_\_\_, of \_\_\_\_\_, in the State of Victoria,  
do solemnly and sincerely declare that I have paid all rents and  
fees due to date in respect to my lease under sections 318 and 322 of  
the *Land Act* 1901 for allotment \_\_\_\_\_, parish of  
\_\_\_\_\_; that I have cultivated \_\_\_\_\_ acres  
of the land held under the said lease; that I have effected other improve-  
ments upon the said land to the value of £ \_\_\_\_\_; that I have complied  
with the residence conditions of the said lease; and that my reasons for  
desiring to transfer are \_\_\_\_\_

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

Declared before me, at \_\_\_\_\_ in the }  
State aforesaid, this \_\_\_\_\_ day of \_\_\_\_\_, in the year of }  
our Lord One thousand \_\_\_\_\_ hundred }  
and \_\_\_\_\_

Justice of the Peace or  
Commissioner for taking Affidavits.

Application by proposed transferee for the transfer to him of a lease under  
the *Land Act* 1901, Part III.

I, \_\_\_\_\_ of \_\_\_\_\_, hereby make application  
for the transfer to me of the lease for the land described below, and I  
undertake; in the event of the said transfer being consented to by the  
Board of Land and Works, to faithfully carry out all the covenants and  
conditions of the said lease.

Signature—

I, \_\_\_\_\_ of \_\_\_\_\_, hereby declare that  
I have not at any time held a permit under the *Settlement on Lands*  
*Act* 1893 or Section 318 or 322 of the *Land Act* 1901; that I am not under  
eighteen years of age; that I am not the owner in fee simple of two acres  
of land or upwards; that I am not the lessee of a pastoral allotment or of  
a grazing area; that I am not the holder of a licence to occupy an  
agricultural allotment; that I am not the holder of a licence to improve  
an agricultural allotment; that I am not a lessee under Division 2 of  
Part III. of this Act; 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 or 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; that I intend to occupy the said allotment for my own use and  
benefit solely; that if my application be granted it is my intention to  
comply with the provisions of Part III. of the *Land Act* 1901; and that  
the statements made by me in reply to the questions hereto subjoined are  
true and correct in every particular.

QUESTIONS AND STATEMENTS REFERRED TO IN THE DECLARATION.

Questions.	Statements in Reply.
1. What is your occupation, and where have you resided during the last twelve months? ...	
2. Do you own any land in fee simple? If so, state the number of acres, situation, and purpose to which it has been applied ...	
3. Have you at any time obtained any land under lease, permit, or licence from the Crown? If so, Under what section and Act? ... Where situated? ... What area? ... What use did you make of it? ...	

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—  
Address—

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

County.	Parish.	Allotment.	Section.	Extent.

\* 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 State of Victoria, or Commissioner for taking Affidavits.

SCHEDULE 150.—(CHAP. II., PART 5.)

No. of Certificate

The Land Act 1901, Sections 318 and 322.

Certificate of Consent of the Board of Land and Works to Transfer of a Lease under Sections 318 and 322 of Part III. of the Land Act 1901.  
Office of the Board of Land and Works, Melbourne.

This is to certify that the Board of Land and Works has consented to the transfer by \_\_\_\_\_ of \_\_\_\_\_ of the lease under sections 318 and 322 of Part III. of the Land Act 1901, held by him for allotment \_\_\_\_\_ section \_\_\_\_\_ parish of \_\_\_\_\_, containing \_\_\_\_\_ acres \_\_\_\_\_ roods \_\_\_\_\_ perches, to \_\_\_\_\_ of \_\_\_\_\_ The common seal of the Board of Land and Works was hereunto affixed this \_\_\_\_\_ day of \_\_\_\_\_ in the presence of the undersigned, two members of the said Board.  
\_\_\_\_\_  
President.  
\_\_\_\_\_  
Member.

NOTE.—The transfer will have no legal effect until it has been registered in the Office of Titles.

SCHEDULE 151.—(CHAP. II., PART 5.)

The Land Act 1901.—Part III., Section 327.

(Postal Address)

Sir,—

County— \_\_\_\_\_  
Parish— \_\_\_\_\_  
Allotment— \_\_\_\_\_  
Area— \_\_\_\_\_  
A. R. P. \_\_\_\_\_  
I have the honour to request that the block of land specified in the margin hereof may be set apart for occupation by the undersigned persons, who are members of the Homestead Association or Society, and enclose herewith a receipt for the sum of \_\_\_\_\_ being the registration fee of Two shillings and sixpence for each member.

I have the honour to be, Sir,  
Your most obedient servant,

Secretary (or Chairman).

The President of the Board of Land and Works.

## MEMBERS REFERRED TO.

Name.	Description.	Address.

## SCHEDULE 152.—(CHAP. II., PART 5.)

The *Land Act* 1901.—Part III., Section 318.

## APPLICATION FOR A HOMESTEAD SECTION UNDER PART III. OF THE LAND ACT 1901.

I, \_\_\_\_\_ of\*  
being a member of the Homestead Association or Society for which Association or Society the block of land containing this section has been set apart, hereby make application under Part III. of the *Land Act* 1901, for section \_\_\_\_\_ of such block, and I hereby undertake to pay all duly authorized fees for the making of the survey and plan or for any modification thereof, and to accept a permit or lease to occupy subject to the terms, covenants, and conditions which may lawfully be imposed.

I, \_\_\_\_\_ of  
hereby declare that I am not under eighteen years of age; that I am a member of the \_\_\_\_\_ Homestead Association or Society for which the block containing this section has been set apart; that I am not the owner in fee simple of 10 acres of land or upwards; that I am not the lessee of a pastoral allotment or a grazing area; that I am not the holder of a licence to occupy an agricultural allotment; that I am not the holder of a licence to improve an agricultural allotment; that I am not a permissive occupier or lessee under Part III., Division 1, of this Act; that I have not been a permissive occupier under Division 2 of this part of this Act, and had my permit cancelled; that I have not been a lessee under this part of this Act, and assigned, transferred, or sublet my section; 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 section in respect of which this application is made, or any part thereof, or my interest therein; that I intend to occupy the section for my own use and benefit solely; that if my application be granted it is my intention immediately after the receipt of the permit or lease, and thenceforward during the currency of the same, to occupy the allotment by residing thereon, as provided under sub-section (10) of section 335 of the *Land Act* 1901, and to comply with the covenants and conditions of such permit or lease; and that this application is made in conformity with the provisions of Part II. of the said recited Act and of the Regulations hereunder.

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—  
Address—

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

Justice of the Peace or Commissioner for taking Affidavits.

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

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

Justice of the Peace or Commissioner for taking Affidavits.

\* Here state fully the place of abode and the occupation of the applicant.

## SCHEDULE 153.—(CHAP. II., PART 5.)

The *Land Act* 1901, Sections 332 and 335.Application for permission to <sup>transfer</sup> mortgage Homestead section lease.

Address—  
Date—

SIR,  
County: I, \_\_\_\_\_ of \_\_\_\_\_, being the holder of a lease, as per margin, and having paid all rents and fees due thereon, and otherwise complied with all the covenants and conditions of the said lease, hereby apply to the Board of Land Allotment: and Works for its consent in writing to the transfer of the mortgage of the Area: said lease to \_\_\_\_\_ of \_\_\_\_\_ acres. One pound, being the fee for the certificate of the Board's consent, is forwarded herewith.

I have the honour to be, Sir,  
Your most obedient Servant,

The President of the Board of Land and Works.

Declaration to be made by lessee when applying to transfer mortgage.

I, of, in the State of Victoria, do solemnly and sincerely declare that I have paid all rents and fees due to date in respect of my lease under sections 332 and 335 of the Land Act 1901 for section, block, parish of. That I cultivated acres of the land held under the said lease; that I have effected other improvements upon the said land to the value of £; that I have complied with the residence conditions of the said lease, and that my reasons for desiring to transfer are

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

Declared before me, at in the State aforesaid, this day of in the year of our Lord One thousand nine hundred and Justice of the Peace or Commissioner for taking Affidavits.

The Land Act 1901, Sections 332 and 335.

Application by proposed transferee for the transfer to him of a lease under Part III. of the Land Act 1901.

I, of, hereby make application for the transfer to me of the lease of the land described below, and I undertake, in the event of the said transfer being consented to by the Board of Land and Works, to faithfully carry out all the covenants and conditions of the said lease.

Signature—

I, of, hereby declare that I have not at any time held a permit under the Settlement on Lands Act 1893 or Part III., Land Act 1901; that I am not under eighteen years of age, and that I am a member of the association for which the block containing such section is set apart; that I am not the owner in fee simple of ten acres of land or upwards; that I am not the lessee of a pastoral allotment or of a grazing area; that I am not the holder of a licence to occupy an agricultural allotment; that I am not the holder of a licence to improve an agricultural allotment; that I am not a permissive occupier or lessee under Part I. of this Act; that I have not been a permissive occupier or lessee under Part III. of this Act; that I am not a married woman; 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 or promised to enter any agreement to permit any other person to acquire by purchase or otherwise the section in respect of which this application is made, or any part thereof, or my interest therein, or the usufruct thereof; that I intend to occupy the said section for my own use and benefit solely; that if my application be granted, it is my intention to comply with the provisions of Part III. of the Land Act 1901; and that the statements made by me in reply to the questions hereto subjoined are true and correct in every particular.

QUESTIONS AND STATEMENTS REFERRED TO IN THE DECLARATION.

Table with 2 columns: Questions, Statements in Reply. Contains 3 numbered questions regarding occupation, land ownership, and previous land acquisition.

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

Signature— Occupation— Address—

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

Table with 5 columns: County, Parish, Section, Block, Extent.

\* 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 State of Victoria, Commissioner for taking Affidavits.

SCHEDULE 154.—(CHAP. II., PART 5.)

No. of Certificate.

The *Land Act* 1901, Sections 332 and 335.

Certificate of consent of the Board of Land and Works to transfer of a lease under Sections 332 and 335 of the *Land Act* 1901.

Office of the Board of Land and Works, Melbourne.

This is to certify that the Board of Land and Works has consented to the transfer by \_\_\_\_\_ of \_\_\_\_\_ as a member of the \_\_\_\_\_ Homestead Association of the lease under Sections 332 and 335 of the *Land Act* 1901 held by him for section \_\_\_\_\_ block \_\_\_\_\_ parish of \_\_\_\_\_ containing \_\_\_\_\_ acres roads \_\_\_\_\_ perches, to \_\_\_\_\_ of \_\_\_\_\_

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

NOTE.—The transfer will have no legal effect until it has been registered in the Office of Titles.

SCHEDULE 155.—(CHAP. III., PART 5.)

APPLICATION FOR SURRENDER OF PERMIT UNDER THE SETTLEMENT ON LANDS ACT 1893, AND FOR LEASE CLASSIFICATION OF THE LAND.

Parish— I hereby apply for permission to surrender to His Allotment— Majesty the King my Permit under the *Settlement on Lands Act* 1893, as specified in the margin hereof, and Area— to have the land classified in order that an \*Agricultural Grazing A. R. P. Allotment licence may be issued to me under \*Residence Non-residence conditions, and I inclose the receipt for the prescribed classification fee of Ten shillings (10s.)

Date of Permit— Lease—

Signature—  
 Occupation—  
 Address—

\* Strike out the unnecessary words.

Declaration.

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

Questions.	Statements in Reply.
1. Do you hold the allotment <i>bonâ fide</i> for your sole use and benefit?	
2. Have you resided on the allotment specified above, and if so, for what period since date of permit? lease?	
3. State generally nature and value of improvements effected on the allotment.	

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

Signature—

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

SCHEDULE 156.—(CHAP. III., PART 5.)

APPLICATION FOR SURRENDER OF PERMIT UNDER THE SETTLEMENT ON LANDS ACT 1893, AND FOR CLASSIFICATION OF THE LAND (MALLEE).

Parish— I hereby apply for permission to surrender to His Majesty the King my permit under the *Settlement on Lands Act 1893*, as specified in the margin hereof, and to have the allotment classified, in order that an agricultural allotment licence may be issued to me under \* Residence conditions, and I inclose the receipt for the prescribed classification fee of Ten shillings (10s.)

Section—  
 AREA.  
 A. R. P.  
 :  
 :  
 Date of permit—  
 lease—

Signature—  
 Occupation—  
 Address—

\* Strike out the unnecessary word.

Declaration.

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

Questions.	Statements in Reply.
1. Do you hold the allotment <i>bonâ fide</i> for your sole use and benefit?	
2. Have you resided on the allotment specified above, and if so, for what period since date of permit lease?	
3. State generally nature and value of improvements effected on the allotment?	

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

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

SCHEDULE 157.—(CHAP. III., PART 5.)

APPLICATION TO MORTGAGE OR TRANSFER A LEASE OF A PERPETUAL LEASE OR CONDITIONAL PURCHASE LEASE UNDER THE LAND ACT 1901.—PART III.

County— Being the holder of a { Conditional Purchase } Lease under Part { Perpetual } III. of the *Land Act 1901* of the land specified in the margin, and having paid all rents and fees due thereon, and otherwise complied with all the covenants and conditions of the said lease, I hereby apply for the consent in writing of the Board of Land and Works to the transfer or mortgage of the said lease to \_\_\_\_\_

Parish—  
 Allotment—  
 Area—

Signature—  
 Occupation—  
 Postal address—

Declaration.

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

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

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

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



DECLARATION BY PROPOSED TRANSFEREE.

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

Questions.	Statements in Reply.
1. Do you own any land in fee simple? If so, state the number of acres, and situation.	
2. Have you at any time obtained any land under the lease or licence from the Crown? If so— When? ... .. Under what section and Act? ... Where situated? ... .. Area? ... ..	
3. Have you obtained a Perpetual lease or Conditional Purchase lease under the <i>Land Act</i> 1898, or the <i>Land Act</i> 1901, by application or transfer? If so— When? ... .. Parish? ... .. Area? ... ..	

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

Signature—

Occupation—

Postal address—

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

SCHEDULE 158.—(CHAP. III., PART 5.)

SURRENDER OF LEASE.

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

In witness whereof the said \_\_\_\_\_ hath hereunto subscribed and affixed his name and seal the day and year first above written.

Signed, sealed, and delivered by the said \_\_\_\_\_ this pay of \_\_\_\_\_ in the presence of \_\_\_\_\_

SCHEDULE A.—(CHAP. II., PART 5.)

The *Land Act* 1901.—Sections 318 and 322.

Office of the Board of Land and Works,  
Melbourne,

THE Board of Land and Works doth hereby grant unto \_\_\_\_\_ of \_\_\_\_\_ permission to occupy allotment or section \_\_\_\_\_ being portion of \_\_\_\_\_ Village Community

January 14, 1902.

252.

Settlement or Homestead Association Block, and containing  
for a period not exceeding three (3) years from the date  
hereof, subject to the following conditions:—

*Conditions.*

1. That payment be made within six months to the Receiver of Revenue at the sum of being the half-yearly fee for occupation of the land, such fee to be paid thereafter every six months.
2. That the land be resided on and cultivated by the said
3. That all fences and buildings erected on the land be maintained in a state of thorough repair.
4. That this permit shall not be transferred.
5. That should the holder of this permit fail to comply with the above conditions or be deemed by the Board not to be a fit and proper person to hold a lease of the above allotment or section, or being a member of a Homestead Association or Society at any time during the currency of this permit cease to be a member of such Association or Society, the Board may cancel this permit and resume possession of the land.
6. The Board reserves to itself the right to resume possession at any time of any of the land comprised in this permit, which the Governor, by Order in Council, may declare required for the purposes of water supply, irrigation works, races, dams, or ditches, or for public railways, roads, canals, or other internal communication through such lands, or for mining purposes or any public purpose.
7. If, in the opinion of the Board, it is necessary for the effective draining of any other allotment that a drain should be cut through this allotment, the Board reserves the right to grant authority to the occupier of such other allotment to cut the same, the said drain to run parallel with and within ten links of a boundary line.
8. The holder of this permit to keep open and free from obstruction to the satisfaction of the Board all canals and drains now existing or that may exist on, abut upon, or bound the land held under this permit, and shall not nor will do or cause or permit to be done upon the said land any act, deed, or thing, whereby such canals or drains may be injured or endangered.

The common seal of the Board of Land and Works was hereunto affixed this \_\_\_\_\_ day of \_\_\_\_\_ in the presence of the undersigned, two members of the said Board—

President.

Member.

SCHEDULE B.—(CHAP. II., PART 5.)

Entered in the Register Book Vol. Fol.

Assistant Registrar of Titles.

Lease of a Village Community Allotment under Sections 318 and 322 of the  
*Land Act 1901.*

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 *Land Act 1901* Part III. 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 \_\_\_\_\_ section \_\_\_\_\_ 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 \_\_\_\_\_

*Note.*—The bearings and measurements are approximately given on this plan. The measurements are in links. \_\_\_\_\_ 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 419 of the *Land Act 1901* 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 Part III. of the *Land Act 1901* 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 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 hereinafter appointed for the payment thereof.

2. That he or they will repay unto the Board the sum of herebefore advanced by the Board to the lessee out of moneys made available by Parliament to assist permissive occupants under Part III. of the *Land Act 1901* 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 Part III. Division 1 of the *Land Act 1901* 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 Part III. Division 1 of the *Land Act 1901* 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 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 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 Part III. of the *Land Act 1901*) 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 Part III. Division 1 of the *Land Act 1901*) 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 III. of the *Land Act 1901* 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 III. Division 1 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 over 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 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 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 C.—(CHAP. II., PART 5.)

Entered in the Register-book Vol.

Fol.

Assistant Registrar of Titles.

Lease of a Village Community Allotment (Mallee) under Sections 313 and 322 of the *Land Act 1901*.

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 Part III. of the *Land Act 1901* 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 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 419 of the *Land Act 1901* 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 into 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 Part III. of the *Land Act 1901* 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 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 hereinafter 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 Part III. of the *Land Act 1901* 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 Part III. Division 1 of the *Land Act 1901* 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 Part III. Division 1 of the *Land Act 1901* 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 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 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 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 Part III. of the *Land Act 1901*) 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 herebefore 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 case of an intestate lessee for any member of his family (such person or member being qualified for becoming a lessee under Part III. Division 1 of the *Land Act 1901*) 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 III. Division 1 of the *Land Act 1901* 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 III. 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 ever 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 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. \_\_\_\_\_  
Assistant Registrar of Titles.

SCHEDULE D.—(CHAT. II., PART 5.)

Lease of a Homestead Section under Sections 332 and 335 of the *Land Act* 1901.

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 *Land Act* 1901 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 Part III. of the *Land Act* 1901 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 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 419 of the *Land Act* 1901 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 Part III. of the *Land Act* 1901 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 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 Part III. of the *Land Act* 1901 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 or from within the limits of the Homestead Association Lands 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 Part III. Division 2 of the *Land Act* 1901 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.



January 14, 1902.

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 Part III. of the *Land Act* 1901) 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 III. Division 2 of the *Land Act* 1901) 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 encumbrance 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 III. Division 2 of the *Land Act* 1901 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 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 forever 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 those 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 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

Assistant Registrar of Titles.

SCHEDULE E.—(CHAP. II., PART 5.)

Lease of a Homestead Section (Mallee) under Sections 332 and 335 of the *Land Act 1901.*

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 Part III. of the *Land Act 1901* 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 Part III. of the *Land Act 1901* 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 border \_\_\_\_\_

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 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 419 of the *Land Act 1901* 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 Part 5 of the *Land Act 1901* 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 tenants to any compensation or payment for any subsidence or for 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

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

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 Part III. of the *Land Act 1901* 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 or from within the limits of the Homestead Association Lands 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 Part III. Division 2 of the *Land Act 1901* 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 Part III. of the *Land Act 1901*) 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 the case of an intestate lessee for any member of his family (such person or member being qualified for becoming a lessee under Part III. Division 2 of the *Land Act 1901*) 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.

17. That these presents are on this further condition that if the lessee fails to comply with and observe the provisions of Part III. Division 2 of the *Land Act* 1901) 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 III. Division 2 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-mentioned 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. 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.

SCHEDULE F.—(CHAP. III., PART 5.)

Entered in the Register Book vol. fol.

Assistant Registrar of Titles.

*Land Act 1901*, Section 344.

CONDITIONAL PURCHASE (VILLAGE COMMUNITY ALLOTMENT),  
LEASE, (HOMESTEAD SECTION),  
SWAMP OR RECLAIMED LANDS.

THIS INDENTURE dated in accordance with the Land Acts the first day of \_\_\_\_\_ in the year of our Lord One thousand nine hundred and \_\_\_\_\_ being the day the person hereinafter named became entitled to this Lease between His Excellency \_\_\_\_\_ Governor and Commander-in-Chief in and over the State of Victoria and its Dependencies with the advice of the Executive Council thereof in the name and on behalf of His Most Gracious Majesty King Edward VII. 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 heretofore been granted by the Board under the *Settlement on Lands Act 1893* a lease permit of and occupies a village community allotment of swamp land being a homestead section of reclaimed land being the land hereinafter referred to And whereas the lessee has in writing applied to the Board for permission to surrender such lease permit to His Majesty in accordance with the terms of section 344 of the *Land Act 1901* And whereas such land is of the value of \_\_\_\_\_ pounds shillings and \_\_\_\_\_ pence being calculated at the rate of \_\_\_\_\_ per acre and being the sum set out in the lease permit aforesaid fixed by a Land Classification Board And whereas the lessee under the provisions of Section 344 aforesaid has made application for the conditional purchase of the said land under Part III. of the *Land Act 1901* by sixty half-yearly instalments And whereas the lessee has with his application paid the sum of \_\_\_\_\_ on account of the first two half-yearly instalments of purchase money And whereas the lessee is indebted to His Majesty or the Board in the sum of \_\_\_\_\_ on account of an advance from the Board in respect of the lease permit under the *Settlement on Lands Act 1893* surrendered by the lessee which amount under the provisions of Section 344 of the *Land Act 1901* is to be divided into equal instalments extending over the term of this lease and added to the instalment of purchase money payable hereunder by the lessee Now this indenture witnesseth that the lessee doth hereby surrender and His Majesty and the Board doth respectively accept the surrender of the lease permit of the land the subject of these presents heretofore granted by the Board under the *Settlement on Lands Act 1893* as from the date of these presents And this indenture further witnesseth that in consideration of the payments hereby covenanted to be made and the covenants conditions and provisos herein contained and on the part of the lessee his executors administrators and assigns to be observed and performed His 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 being allotment of section \_\_\_\_\_ parish of county of \_\_\_\_\_ in the State of Victoria containing \_\_\_\_\_ and shown with the measurements and abutals thereof in the map or diagram drawn in the margin of these presents and in such map or diagram coloured yellow to have and to hold the said piece of land unto the lessee his executors administrators and assigns for the term of \_\_\_\_\_ years from the day of the date of these presents unless sooner determined as hereinafter provided Excepting and reserving nevertheless unto His Majesty his heirs and successors the right of resumption for public purposes and in accordance with the provisions and conditions hereinafter expressed and contained the whole of such parts of the said land as may from time to time be required for water supply purposes irrigation purposes reservoirs dams races water-courses or drains or for railways roads or highways or for mining purposes or for any public purpose whatsoever such land or such parts of the same (as the case may be) when the same is required for any of the purposes aforesaid to be set out by description in a Proclamation in the *Government Gazette* and also described in a notice in writing to the lessee his executors administrators or transferees by the Governor for the time being acting with the advice of the Executive Council such notice to the lessee his executors administrators or assigns being delivered to or sent through the post-office addressed to the occupier of the land for the time being And further excepting and reserving unto 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

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

metals and minerals and mineral ores whatsoever and all mines seams vein-  
 lodes and deposits containing gold silver copper tin antimony coal and othe-  
 metals and minerals and mineral ores in upon and under the said demised  
 premises together with liberty for His Majesty his heirs and successors and  
 his 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 useful 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 com-  
 pensation to be determined as provided by law and the payment thereof to be  
 a condition precedent to such right of entry. Yielding and paying in respect  
 thereof the sum of (which amount is made up of the sum of  
 representing the purchase money and with respect to which the sum of  
 the amount of two half-yearly instalments has been paid as aforesaid leaving  
 a balance due on such account of together with the sum of  
 the amount of money owing on account of the advance from the Board in  
 respect of the <sup>lease</sup> permit under the *Settlement on Lands Act 1893* surrendered  
 by the lessee) by half-yearly instalments during the said term as follows (allow-  
 ance having been made for the payment aforesaid) that is to say by an instal-  
 ment of on the first day of now next and the  
 balance by equal half-yearly instalments of each on  
 the first day of and the first day of in each  
 and every year thereafter until by the several payments aforesaid the whole  
 amount be paid. And the lessee doth hereby for himself his heirs executors  
 administrators and assigns covenant and agree with His Majesty his heirs  
 and successors and with the Board that he the lessee his executors adminis-  
 trators or assigns will observe and perform and be bound by the several  
 covenants conditions provisos agreements acts matters and things hereinafter  
 contained (that is to say) :-

1. That he or they will pay the instalments payable hereunder at the times  
 and in manner hereinbefore appointed for payment thereof clear of all  
 deductions.
2. That he or they will during the continuance of this demise pay all existing  
 and future rates assessments and taxes for the time being payable either by  
 landlord or tenant in respect of the said premises.
3. That these presents are on this condition that the lessee shall on the  
 land hereby demised make substantial and permanent improvements certified  
 in writing under the seal of the Board to the value of Ten shillings for every  
 acre of the said land in each of the first three years from the commencement  
 of this lease.
4. That these presents are on this further condition that the lessee shall  
 not transfer assign mortgage or sublet or part with the possession of the whole  
 or any part of the land hereby demised within the first six years of this lease.
5. That he or they after the expiration of the six years hereinbefore limited  
 will not during the term hereby created transfer assign or mortgage the land  
 hereby demised or any part thereof without the written consent of the Board  
 first had and obtained such consent will not be given unless the Board be  
 satisfied that all the covenants and conditions of these presents have been  
 complied with and observed nor will it be given in favour of any person who  
 would thereby become the holder of land exceeding One thousand pounds  
 in value.
6. That he or they will forthwith after the granting of this lease commence  
 to destroy and will within two years after the granting of this lease have  
 destroyed to the satisfaction of the Board of Land and Works the animals and  
 birds by the *Land Act 1901* included in the term "vermin" or which the  
 Governor in Council may by Proclamation in the *Government Gazette* declare  
 to be vermin for the purposes of the said Act upon the land hereby demised  
 and will keep the same free of such animals and birds and free of Bathurst  
 burr wild briar and gorse to the satisfaction of the Board of Land and Works.
7. That he or they will within six years from the issue of this lease if not  
 sooner called upon under the provisions of the *Fences Act 1890* enclose the  
 land described herein with a fence and keep the same in repair. Provided  
 nevertheless that where any lessee proves to the satisfaction of the Board  
 that owing to the physical conditions or the nature of the land hereby demised  
 the enclosing thereof with a fence would be impracticable or where in the  
 opinion of the Board the fencing of the whole or any part of the land hereby  
 demised is not required the Board may in writing accept as a compliance with  
 this covenant the expenditure by the lessee on such land for substantial and  
 permanent improvements previously approved by the Board of an amount  
 equivalent to the Board's opinion to the cost of fencing.
8. That he or they will at all times during the term hereby created keep  
 open and free from obstruction and to the satisfaction of the Board all canals  
 ditches drains cuts channels water-courses sewers and works (which several  
 matters and things are hereinafter included and referred to under the term  
 drains) now upon the land hereby demised and the portions of the several  
 drains adjacent to such land which shall at any time during the continuance  
 of this demise exist and be upon the land hereby demised or be upon any  
 road or reservation abutting or bounding the same or any part thereof and  
 within a distance of not more than one hundred and thirty-two feet from such  
 part and that he or they will not do or cause or permit to be done upon the  
 said land or any part thereof any act or thing whereby such drains may be  
 injured or endangered.
9. That he or they will forthwith fence off to the satisfaction of the Board all  
 drains on each side thereof with a substantial fence and will prevent live stock  
 from having access to the banks thereof.
10. That neither he nor they will water or permit to be watered live  
 stock on the land hereby demised at the said drains except by means of one or  
 more side cuttings leading therefrom to be made by and at the expense of  
 the lessee his executors administrators or assigns.
11. In the event of any drain being the boundary between the land hereby  
 demised and any other swamp or reclaimed land held either in fee simple  
 or under lease or licence from the Crown subject to a condition to maintain  
 or keep open such drain the obligation of the lessee his executors administrators  
 or assigns hereunder with regard to cleaning out or keeping open such bound-  
 ary drain shall extend only to the centre line of such drain.

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

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

14. That he or they shall and will observe perform fulfil and be bound by the stipulations conditions covenants and provisos contained in the Schedule hereto or which may be made pursuant to the Land Act 1901 from time to time by the Governor in Council.

15. That these presents are upon this condition that if and whenever there shall be a breach of or non-compliance with any of the covenants stipulations conditions provisos or agreements by the lessee herein contained and the Governor in Council shall determine that this lease shall in consequence be avoided (and the production of the minute of the proceedings of the Executive Council whereat such determination was arrived at shall be conclusive evidence thereof) then these presents and the term hereby created shall be void and of no effect. Provided that forfeiture for non-payment of any instalment may be prevented by payment of such instalment with an additional sum equal to Five per centum of the amount of such instalment within three months of the due date thereof or of Ten per centum of such amount within six months of such date.

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

17. That these presents are upon this further condition that the Governor in Council or the Board may at any time enter upon the whole or any portion of the land hereby demised for the purpose of resuming any lands comprised therein required for reserves for public purposes roads railways canals reservoirs or for mining purposes. The lessee upon such entry shall remove any improvements from the land so resumed and relinquish and give up possession of the same to His Majesty. There shall be paid by His Majesty his heirs or successors the actual cost of removing and re-erecting and any actual depreciation in value caused by such removal and re-erection of the improvements and the amount of loss sustained in consequence of relinquishing improvements not removable such cost or amount shall be fixed by the Board but shall not include compensation for severance or for any person's interest in the land and may be paid to such person or persons as the Board determines.

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

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

In witness whereof His Excellency

Governor and Commander-in-Chief in and over the State of Victoria and the Dependencies hath on behalf of His Majesty the King caused this demise to be sealed with the seal of the said State on the

day of

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

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

## SCHEDULE G.—(CHAP. III., PART 5.)

Entered in the Register Book vol. fol.

Assistant Registrar of Titles.

*Land Act 1901*, Section 345.CONDITIONAL PURCHASE LEASE (VILLAGE COMMUNITY ALLOTMENT).  
(HOMESTEAD SECTION).

THIS INDENTURE dated in accordance with the Land Acts the first day of in the year of our Lord One thousand nine hundred and being the day the person hereinafter named became entitled to this Lease between His Excellency Governor and Commander-in-Chief in and over the State of Victoria and its Dependencies with the advice of the Executive Council thereof in the name and on behalf of His Most Gracious Majesty King Edward VII. 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 heretofore been granted by the Board under the *Settlement on Lands Act 1893* a lease permit of and occupies a village community allotment being the land herein referred to And whereas the lessee has in writing applied to the Board for permission to surrender such lease permit to His Majesty in accordance with the terms of Section 345 of the *Land Act 1901* And whereas such and is of the value of pounds shillings and pence being calculated at the rate of per acre and being the sum set out in the lease permit aforesaid fixed by a Land Classification Board And Whereas the lessee under the provisions of Section 345 aforesaid has made application for the conditional purchase of the said land under Part III. of the *Land Act 1901* by half-yearly instalments And Whereas the lessee has with his application paid the sum of on account of the first two half-yearly instalments of purchase money And Whereas the lessee is indebted to His Majesty or the Board in the sum of on account of an advance from the Board in respect of the lease permit under the *Settlement on Lands Act 1893* surrendered by the lessee which amount under the provisions of Section 345 of the *Land Act 1901* is to be divided into equal instalments extending over the term of this lease and added to the instalment of purchase money payable hereunder by the lessee Now this Indenture witnesseth that the lessee doth hereby surrender and His Majesty and the Board doth respectively accept the surrender of the lease permit of the land the subject of these presents heretofore granted by the Board under the *Settlement on Lands Act 1893* as from the date of these presents. And this Indenture further witnesseth that in consideration of the payments hereby covenanted to be made and the covenants conditions and provisos herein contained and on the part of the lessee his executors administrators and assigns to be observed and performed His 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 being allotment of section parish of county of in the State of Victoria containing and shown with the measurements and abutments thereof in the map or diagram drawn in the margin of these presents and in such map or diagram coloured yellow to have and to hold the said piece of land unto the lessee his executors administrators and assigns for the term of years from the day of the date of these presents unless sooner determined as hereinafter provided Excepting and reserving nevertheless unto His Majesty his heirs and successors the right of resumption for public purposes and in accordance with the provisions and conditions hereinafter expressed and contained the whole or such parts of the said land as may from time to time be required for water supply purposes irrigation purposes reservoirs dams races water-courses or drains or for railways roads or highways or for mining purposes or for any public purpose whatsoever such land or such parts of the same (as the case may be) when the same is required for any of the purposes aforesaid to be set out by description in a proclamation in the *Government Gazette* and also described in a notice in writing to the lessee his executors administrators or transferees by the Governor for the time being acting with the advice of the Executive Council such notice to the lessee his executors administrators or assigns being delivered to or sent through the post-office addressed to the occupier of the land for the time being And further excepting and reserving unto 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 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 His Majesty his heirs and successors and his 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 1901* 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 in respect thereof the sum of (which amount is made up of the sum of representing the purchase money and with respect to which the sum of the amount of two half-yearly instalments

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



has been paid as aforesaid leaving a balance due on such account of \_\_\_\_\_ together with the sum of \_\_\_\_\_ the amount or money owing on account of the advance \_\_\_\_\_ lease \_\_\_\_\_ under the *Settlement on Lands Act 1893* surrendered by the lessee) by half-yearly instalments during the said term as follows (allowance having been made for the payment aforesaid) that is to say by an instalment of \_\_\_\_\_ on the first day of \_\_\_\_\_ now next and the balance by \_\_\_\_\_ equal half-yearly instalments of \_\_\_\_\_ each on the first day of \_\_\_\_\_ and the first day of \_\_\_\_\_ in each and every year thereafter until by the several payments aforesaid the whole amount be paid And the lessee doth hereby for himself his heirs executors administrators and assigns covenant and agree with His Majesty his heirs and successors and with the Board that he the lessee his executors administrators or assigns will observe and perform and be bound by the several covenants conditions provisos agreements acts matters and things hereinafter contained (that is to say):—

1. That he or they will pay the instalments payable hereunder at the times and in manner hereinbefore appointed for payment thereof clear of all deductions.

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

3. That these presents are on this condition that the lessee shall on the land hereby demised make substantial and permanent improvements certified in writing under the seal of the Board to the value of Ten shillings for every acre of the said land in each of the first three years from the commencement of this lease.

4. That these presents are upon this condition that the lessee will personally reside on the land demised eight months during each year of the first six years after the granting of this lease. Provided that for the purposes of this condition personal residence by the wife or any child not less than eighteen years of age of the lessee shall be accepted as personal residence by the lessee.

5. That these presents are on this further condition that the lessee shall not transfer assign mortgage or sublet or part with the possession of the whole or any part of the land hereby demised within the first six years of this lease.

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

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 1901* included in the term "vermin" or which the Governor in Council may by proclamation in the *Government Gazette* declare to be vermin for the purposes of the said Act upon the land hereby demised and will keep the same free of such animals and birds and free of Bathurst burr wild briar and gorse to the satisfaction of the Board of Land and Works.

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

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

10. 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.

11. That he or they shall and will observe perform fulfil and be bound by the stipulations conditions covenants and provisos contained in the Schedule hereto or which may be made pursuant to the *Land Act 1901* from time to time by the Governor in Council.

12. That these presents are upon this condition that if and whenever there shall be a breach of or non-compliance with any of the covenants stipulations conditions provisos or agreements by the lessee herein contained and the Governor in Council shall determine that this lease shall in consequence be avoided (and the production of the minute of the proceedings of the Executive Council whereat such determination was arrived at shall be conclusive evidence thereof) then these presents and the term hereby created shall be void and of no effect. Provided that forfeiture for non-payment of any instalment may be prevented by payment of such instalment with an additional sum equal to Five per centum of the amount of such instalment within three months of the due date thereof or of Ten per centum of such amount within six months of such date.

13. That these presents are upon this further condition that the Governor in Council or the Board may at any time enter upon the whole or any portion of the land hereby demised for the purpose of resuming any lands comprised therein required for reserves for public purposes roads railways canals reservoirs or for mining purposes. The lessee upon such entry shall remove any improvements from the land so resumed and relinquish and give up possession of the same to His Majesty. There shall be paid by His Majesty his heirs or successors the actual cost of removing and re-erection of the improvements and the amount of loss sustained in consequence of relinquishing improvements not removable such cost or amount shall be fixed by the Board but shall not include compensation for severance or for any person's interest in the land and may be paid to such person or persons as the Board determines.

14. That these presents are upon this further condition that if and whenever any instalment covenanted to be paid hereunder shall be in arrear for six calendar months whether the same shall have been legally demanded or not

or if and whenever there shall be a breach of any of the covenants and agreements positive or negative by the lessee hereinbefore contained and this lease be avoided either by operation of law or by a determination of the Governor in Council hereinbefore provided then these presents and the term hereby created shall be void and of no effect and immediately upon these presents and the term hereby created becoming void and of no effect it shall be lawful for any bailiff of Crown lands or for any other agents or officers authorized in that behalf without any demand whatsoever to enter upon the land hereby demised and the lessee his executors administrators and assigns and all persons claiming from under or through him or them for ever to expel and remove therefrom without any legal process whatsoever and as effectually as any sheriff might do in case His Majesty had obtained judgment in ejectment for recovery of possession of the said land and a writ of *habere facias possessionem* or other process had issued on such judgment directed to such sheriff in due form of law And that in case of such entry and any action being brought or other proceeding taken for or on account of the same by any person whomsoever the defendants or defendant to such action may plead leave and licence in bar thereof and these presents shall be conclusive evidence of the leave and licence of the lessee his executors or administrators and all persons claiming from under or through him or them to any bailiff of Crown lands and all persons acting in the matters complained of in such action or other proceedings.

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

In witness whereof His Excellency Governor and Commander in Chief in and over the State of Victoria and its Dependencies hath on behalf of His Majesty the King caused this demise to be sealed with the seal of the said State on the day of \_\_\_\_\_ One thousand nine hundred and \_\_\_\_\_ the Board of Land and Works hath hereto affixed its common seal and the lessee hath hereto 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. }  
 Member. }  
 Signed sealed and delivered by the above-named }  
 in the presence of— } (L.S.)

SCHEDULE II.—(CHAP. III., PART 5.)

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

Land Act 1901, Section 345-346.

CONDITIONAL PURCHASE LEASE, VILLAGE COMMUNITY ALLOTMENT, HOMESTEAD SECTION, AND OTHER LAND.

THIS INDENTURE dated in accordance with the Land Acts the first day of \_\_\_\_\_ in the year of our Lord One thousand nine hundred and \_\_\_\_\_ being the day the person hereinafter named became entitled to this Lease between His Excellency Governor and Commander-in-Chief in and over the State of Victoria and its Dependencies with the advice of the Executive Council thereof in the name and on behalf of His Most Gracious Majesty King Edward VII. 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 heretofore been granted by the Board under the *Settlement on Lands Act 1893* a lease of and occupies a village community allotment being part of the permit \_\_\_\_\_ homestead section \_\_\_\_\_ land hereinafter referred to And whereas the lessee has in writing applied to the Board for permission to surrender such lease permit to His Majesty in accordance with the provisions of section 345 of the *Land Act 1901* and has in like manner under the terms of section 346 of the said Act applied to have the surrendered land with additional land (being together the land comprised in the description hereinafter contained) included in a conditional purchase lease under Part III. of the *Land Act 1901* application for which has been made by the lessee under the provisions of the said last mentioned Act And whereas the whole of the land the subject of this demise is together estimated to be of the value of \_\_\_\_\_ made up of a sum of \_\_\_\_\_ the value of the land the subject of the surrendered lease permit \_\_\_\_\_ and the amount fixed by a land classification board \_\_\_\_\_ and the sum of \_\_\_\_\_ the value of set out therein \_\_\_\_\_ the additional land as fixed by the Board And whereas the lessee has with his application paid the sum of \_\_\_\_\_ on account of the first two half-yearly instalments of purchase money And whereas the lessee is indebted to His Majesty or the Board in the sum of \_\_\_\_\_ on account of an advance from the Board in respect of the lease permit \_\_\_\_\_ under the *Settlement on Lands Act 1893* surrendered by the lessee which amount under the provisions of section 345 of the *Land Act 1901* is to be divided into equal instalments extending over the term of this lease and added to the instalment of purchase money payable hereunder by the lessee Now this Indenture witnesseth that the lessee doth hereby surrender and His Majesty and the Board doth respectively accept the surrender of the lease permit of the land the subject of these presents heretofore granted by the Board under the *Settlement on Lands Act 1893* as from the date of these presents And this Indenture further witnesseth that, in consideration of the payments

hereby covenanted to be made and the covenants conditions and provisos herein contained and on the part of the lessee his executors administrators and assigns to be observed and performed His Majesty doth by these presents grant and demise unto the lessee the surface and down to a depth of \_\_\_\_\_ feet below the surface of all that piece of land situate in the county of \_\_\_\_\_ parish of \_\_\_\_\_ in the State of Victoria containing \_\_\_\_\_ and shown with the measurements and abutments thereof in the map or diagram drawn in the margin of these presents and on such map or diagram coloured yellow to have and to hold the said piece of land unto the lessee his executors administrators and assigns for the term of \_\_\_\_\_ years from the day of the date of these presents unless sooner determined as hereinafter provided. Excepting and reserving nevertheless

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

unto His Majesty his heirs and successors the right of resumption for public purposes and in accordance with the provisions and conditions hereinafter expressed and contained the whole or such parts of the said land as may from time to time be required for water supply purposes irrigation purposes reservoirs duns races water-courses or drains or for railways roads or highways or for mining purposes or for any public purpose whatsoever such land or such parts of the same (as the case may be) when the same is required for any of the purposes aforesaid to be set out by description in a Proclamation in the *Government Gazette* and also described in a notice in writing to the lessee his executors administrators or assigns 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 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 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 His Majesty his heirs and successors and his 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 1901* 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 in respect thereof the sum of \_\_\_\_\_ (which amount is made up of the sum of \_\_\_\_\_ representing the purchase money calculated as aforesaid and with respect to which the sum of \_\_\_\_\_ the amount of two half-yearly instalments has been paid as aforesaid leaving a balance due on such account of \_\_\_\_\_ together with the sum of \_\_\_\_\_ the amount of money owing on account of the advance from the Board in respect of the lease permit under the *Settlement on Lands Act 1893* surrendered by the lessee) by half-yearly instalments during the said term as follows (allowance having been made for the payment aforesaid) that is to say by an instalment of \_\_\_\_\_ on the first day of \_\_\_\_\_ now next and the balance by \_\_\_\_\_ equal half-yearly instalments of \_\_\_\_\_ each on the first day of \_\_\_\_\_ and the first day of \_\_\_\_\_ in each and every year thereafter until by the several payments aforesaid the whole amount be paid. And the lessee doth hereby for himself his heirs executors administrators and assigns covenant and agree with His Majesty his heirs and successors and with the Board that he the lessee his executors administrators or assigns will observe and perform and be bound by the several covenants conditions provisos agreements acts matters and things hereinafter contained (that is to say):—

1. That he or they will pay the instalments payable hereunder at the times and in manner hereinbefore appointed for payment thereof clear of all deductions.

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

3. That he or they will pay by \_\_\_\_\_ equal half-yearly instalments of £ \_\_\_\_\_ each the sum of £ \_\_\_\_\_ being the value of the improvements existing on the additional land hereby demised.

4. That these presents are upon this condition that the lessee will personally reside on the land demised eight months during each year of the first six years after the granting of this lease. Provided that for the purposes of this condition personal residence by the wife or any child not less than eighteen years of age of the lessee shall be accepted as personal residence by the lessee.

5. That these presents are on this condition that the lessee shall on the land hereby demised make substantial and permanent improvements certified in writing under the seal of the Board to the value of Ten shillings for every acre of the said land in each of the first three years from the commencement of this lease.

6. That these presents are on this further condition that the lessee shall not transfer assign mortgage or sublet or part with the possession of the whole or any part of the land hereby demised within the first six years of this lease.

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

8. 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 the animals and birds by the *Land Act 1901* included in the term "vermin" or which the Governor in Council

may by Proclamation in the *Government Gazette* declare to be vermin for the purposes of the said Act upon the land hereby demised and will keep the same free of such animals and birds and free of Bathurst burr wild briar and gorse to the satisfaction of the Board.

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

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

11. 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.

12. That he or they shall and will observe perform fulfil and be bound by the stipulations conditions covenants and provisos contained in the Schedule hereto or which may be made pursuant to the *Land Act 1901* from time to time by the Governor in Council.

13. That these presents are upon this condition that if and whenever there shall be a breach of or non-compliance with any of the covenants stipulations conditions provisos or agreements by the lessee herein contained and the Governor in Council shall determine that this lease shall in consequence be avoided (and the production of the minute of the proceedings of the Executive Council whereat such determination was arrived at shall be conclusive evidence thereof) then these presents and the term hereby created shall be void and of no effect. Provided that forfeiture for non-payment of any instalment may be prevented by payment of such instalment with an additional sum equal to Five per centum of the amount of such instalment within three months of the due date thereof or of Ten per centum of such amount within six months of such date.

14. That these presents are upon this further condition that the Governor in Council or the Board may at any time enter upon the whole or any portion of the land hereby demised for the purpose of resuming any lands comprised therein required for reserves for public purposes roads railways canals reservoirs or for mining purposes. The lessee upon such entry shall remove any improvements from the land so resumed and relinquish and give up possession of the same to His Majesty. There shall be paid by His Majesty his heirs or successors the actual cost of removing and re-erecting and any actual depreciation in value caused by such removal and re-erection of the improvements and the amount of loss sustained in consequence of relinquishing improvements not removable such cost or amount shall be fixed by the Board but shall not include compensation for severance or for any person's interest in the land and may be paid to such person or persons as the Board determines.

15. That these presents are upon this further condition that if and whenever any instalment covenanted to be paid hereunder shall be in arrear for six calendar months whether the same shall have been legally demanded or not or if and whenever there shall be a breach of any of the covenants and agreements positive or negative by the lessee hereinbefore contained and this lease be avoided either by operation of law or by a determination of the Governor in Council 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 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 His 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 other proceedings.

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

In witness whereof His Excellency Governor and Commander-in-Chief in and over the State of Victoria and its Dependencies hath on behalf of His Majesty the King caused this demise to be sealed with the seal of the said State on the \_\_\_\_\_ day of \_\_\_\_\_ the Board of Land and Works 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. }  
 Member. }

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

## SCHEDULE I.—(CHAP. III., PART 5.)

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

Land Act 1901, Section 346.

CONDITIONAL PURCHASE LEASE,  
AND OTHER LAND, SWAMP OR RECLAIMED LANDS. VILLAGE COMMUNITY ALLOTMENT,  
HOMESTEAD SECTION,

THIS INDENTURE dated in accordance with the Land Acts the first day of \_\_\_\_\_ in the year of our Lord One thousand nine hundred and \_\_\_\_\_ being the day the person hereinafter named became entitled to this Lease between His Excellency Governor and Commander-in-Chief in and over the State of Victoria and its Dependencies with the advice of the Executive Council thereof in the name and on behalf of His Most Gracious Majesty King Edward VII. 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 heretofore been granted by the Board under the *Settlement on Lands Act 1893* a lease permit of and occupies a village community allotment of swamp land being part of the land hereinafter referred to And whereas the lessee has in writing applied to the Board for permission to surrender such lease permit to His Majesty in accordance with the provisions of section 344 of the *Land Act 1901* and has in like manner under the terms of section 110 of the said Act applied to have the surrendered land with additional land (being together the land comprised in the description hereinafter contained) included in a conditional purchase lease under Part III. of the *Land Act 1901* application for which has been made by the lessee under the provisions of the said last mentioned Act And whereas the whole of the land the subject of this demise is together estimated to be of the value of \_\_\_\_\_ made up of a sum of \_\_\_\_\_ the value of the land the subject of the surrendered lease permit and the amount set out therein \_\_\_\_\_ and the sum of \_\_\_\_\_ fixed by a land classification board and the sum of \_\_\_\_\_ the value of the additional land as fixed by the Board And whereas the lessee has with his application paid the sum of \_\_\_\_\_ on account of the first two half-yearly instalments of purchase money And whereas the lessee is indebted to His Majesty or the Board in the sum of \_\_\_\_\_ on account of an advance from the Board in respect of the lease permit under the *Settlement on Lands Act 1893* surrendered by the lessee which amount under the provisions of section 344 of the *Land Act 1901* is to be divided into equal instalments extending over the term of this lease and added to the instalments of purchase money payable hereunder by the lessee Now this Indenture witnesseth that the lessee doth hereby surrender and His Majesty and the Board doth respectively accept the surrender of the lease permit of the land the subject of these presents heretofore granted by the Board under the *Settlement on Lands Act 1893* as from the date of these presents And this Indenture further witnesseth that in consideration of the payments hereby covenanted to be made and the covenants conditions and provisos herein contained and on the part of the lessee his executors administrators and assigns to be observed and performed His Majesty doth by these presents grant and demise unto the lessee the surface and down to a depth of \_\_\_\_\_ feet below the surface of all that piece of land situate in the county of \_\_\_\_\_ parish of \_\_\_\_\_ in the State of Victoria containing \_\_\_\_\_ and shown with the measurements and abutments thereof in the map or diagram drawn in the margin of these presents and on such map or diagram coloured yellow to have and to hold the said piece of land unto the lessee his executors administrators and assigns for the term of \_\_\_\_\_ years from the day of the date of these presents unless sooner determined as hereinafter provided Excepting and reserving nevertheless unto His Majesty his heirs and successors the right of resumption for public purposes and in accordance with the provisions and conditions hereinafter expressed and contained the whole or such parts of the said land as may from time to time be required for water supply purposes irrigation purposes reservoirs dams races water-courses or drains or for railways roads or highways or for mining purposes or for any public purpose whatsoever such land or such parts of the same (as the case may be) when the same is required for any of the purposes aforesaid to be set out by description in a Proclamation in the *Government Gazette* and also described in a notice in writing to the lessee his executors administrators or assigns 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 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 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 His Majesty his heirs and successors and his 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 1896* 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

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

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 in respect thereof the sum of (which amount is made up of the sum of representing the purchase money and with respect to which the sum of

the amount of two half-yearly instalments has been paid as aforesaid leaving a balance due on such account of together with the sum of the amount of money owing on account of the advance from the Board in respect of the lease permit under the *Settlement on Lands Act 1893* surrendered by the lessee) by half-yearly instalments during the said term as follows (allowance having been made for the payment aforesaid) that is to say by an instalment of on the first day of now next and the balance by equal half-yearly instalments of each on the first day of

and the first day of in each and every year thereafter until by the several payments aforesaid the whole amount be paid And the lessee doth hereby for himself his heirs executors administrators and assigns covenant and agree with His Majesty his heirs and successors and with the Board that he the lessee his executors administrators or assigns will observe and perform and be bound by the several covenants conditions provisos agreements acts matters and things hereinafter contained (that is to say):—

1. That he or they will pay the instalments payable hereunder at the times and in manner hereinbefore appointed for payment thereof clear of all deductions.

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

3. That he or they will pay by equal half-yearly instalments of £ each the sum of £ being the value of the improvements existing on the additional land hereby demised.

4. That these presents are on this condition that the lessee shall on the land hereby demised make substantial and permanent improvements certified in writing under the seal of the Board to the value of Ten shillings for every acre of the said land in each of the first three years from the commencement of this lease.

5. That these presents are on this further condition that the lessee shall not transfer assign mortgage or sublet or part with the possession of the whole or any part of the land hereby demised within the first six years of this lease.

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

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 the animals and birds by the *Land Act 1901* included in the term "vermin" or which the Governor in Council may by Proclamation in the *Government Gazette* declare to be vermin for the purposes of the said Act upon the land hereby demised and will keep the same free of such animals and birds and free of Bathurst burr wild briar and gorse to the satisfaction of the Board.

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

9. That he or they will at all times during the term hereby created keep open and free from obstruction and to the satisfaction of the Board all canals ditches drains cuts channels water-courses sewers and works (which several matters and things are hereinafter included and referred to under the term drains) now upon the land hereby demised and the portions of the several drains adjacent to such land which shall at any time during the continuance of this demise exist and be upon the land hereby demised or be upon any road or reservation abutting or bounding the same or any part thereof and within a distance of not more than one hundred and thirty-two feet from such part and that he or they will not do or cause or permit to be done upon the said land or any part thereof any act or thing whereby such drains may be injured or endangered.

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

11. That neither he nor they will water or permit to be watered live stock on the land hereby demised at the said drains except by means of one or more side cuttings leading therefrom to be made by and at the expense of the lessee his executors administrators or assigns.

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

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

14. 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.

15. That he or they shall and will observe perform fulfil and be bound by the stipulations conditions covenants and provisos contained in the Schedule hereto or which may be made pursuant to the *Land Act 1901* from time to time by the Governor in Council.

16. That these presents are upon this condition that if and whenever there shall be a breach of or non-compliance with any of the covenants stipulations conditions provisos or agreements by the lessee herein contained and the Governor in Council shall determine that this lease shall in consequence be avoided (and the production of the minute of the proceedings of the Executive Council whereat such determination was arrived at shall be conclusive evidence thereof) then these presents and the term hereby created shall be void and of no effect. Provided that forfeiture for non-payment of any instalment may be prevented by payment of such instalment with an additional sum equal to Five per centum of the amount of such instalment within three months of the due date thereof or of Ten per centum of such amount within six months of such date.

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

18. That these presents are upon this further condition that the Governor in Council or the Board may at any time enter upon the whole or any portion of the land hereby demised for the purpose of resuming any lands comprised therein required for reserves for public purposes roads railways canals reservoirs or for mining purposes. The lessee upon such entry shall remove any improvements from the land so resumed and relinquish and give up possession of the same to His Majesty. There shall be paid by His Majesty his heirs or successors the actual cost of removing and re-creating and any actual depreciation in value caused by such removal and re-creation of the improvements and the amount of loss sustained in consequence of relinquishing improvements not removable such cost or amount shall be fixed by the Board but shall not include compensation for severance or for any person's interest in the land and may be paid to such person or persons as the Board determines.

19. That these presents are upon this further condition that if and whenever any instalment covenanted to be paid hereunder shall be in arrear for six calendar months whether the same shall have been legally demanded or not or if and whenever there shall be a breach of any of the covenants and agreements positive or negative by the lessee hereinbefore contained and this lease be avoided either by operation of law or by a determination of the Governor in Council 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 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 His Majesty had obtained judgment in ejectment for recovery of possession of the said land and a writ of *habere facias possessionem* or other process had issued on such judgment directed to such sheriff in due form of law. And that in case of such entry and any action being brought or other proceeding taken for or on account of the same by any person whomsoever the defendants or defendant to such action may plead leave and licence in bar thereof and these presents shall be conclusive evidence of the leave and licence of the lessee his executors or administrators and all persons claiming from under or through him or them to any bailiff of Crown lands and all persons acting in the matters complained of in such action or other proceedings.

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

In witness whereof His Excellency the Governor and Commander-in-Chief in and over the State of Victoria and its Dependencies hath on behalf of His Majesty the King caused this demise to be sealed with the seal of the said State on the \_\_\_\_\_ day of \_\_\_\_\_ One thousand nine hundred and \_\_\_\_\_ the Board of Land and Works hath hereunto set his hand and seal 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. }  
Member. }  
Signed sealed and delivered by the above-named } (l.s.)  
in the presence of— }

SCHEDULE J.—(CHAP. III., PART 5.)

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

Section 346, *Land Act 1901*.

CONDITIONAL PURCHASE LEASE (VILLAGE COMMUNITY ALLOTMENT).  
(HOMESTEAD ALLOTMENT).

THIS INDENTURE dated in accordance with the Land Acts the first day of \_\_\_\_\_ in the year of our Lord One thousand nine hundred and \_\_\_\_\_ (being the day the person hereinafter named became entitled to this lease) between His Excellency the Governor and Commander-in-Chief in and over the State of Victoria and its Dependencies with the advice of the Executive Council thereof in the name and on behalf of His Most Gracious Majesty King Edward VII. of the first part the Board of Land and Works (hereinafter referred to as the "Board") of the

second part and of  
 Victoria (hereinafter called the "lessee") of the third part Whereas the lessee under the provisions of Part III. of the *Land Act 1901* has made application for the conditional purchase by half-yearly instalments

at the sum of each of the allotment of land hereinafter referred to valued the sum of And whereas the lessee has with his application paid of principal Witnesseth that in consideration of the payments hereby covenanted to be made and the covenants conditions and provisos herein contained and on the part of the lessee his executors administrators and assigns to be observed and performed His Majesty doth by these presents grant and demise unto the lessee the surface and down to a depth of feet below the surface of all that piece of land situate in the county of parish of in the State of Victoria containing

and shown with the measurements and abutals thereof in the map or diagram drawn in the margin of these presents and in such map or diagram coloured yellow to have and to hold the said piece of land unto the lessee his executors administrators and assigns for the term of years from the day of the date of these presents unless sooner determined as hereinafter provided Excepting and reserving nevertheless unto His Majesty his heirs and successors the right of resumption for public purposes and in accordance with the provisions and conditions hereinafter expressed and contained the whole or such parts of the said land as may from time to time be required for water supply purposes irrigation purposes reservoirs dams races water-courses or drains or for railways roads or highways or for mining purposes or for any public purpose whatsoever such land or such parts of the same (as the case may be) when the same is required for any of the purposes aforesaid to be set out by description in a proclamation in the *Government Gazette* and also described in a notice in writing to the lessee his executors administrators or transferees by the Governor for the time being acting with the advice of the Executive Council such notice to the lessee his executors administrators or assigns being delivered to or sent through the post-office addressed to the occupier of the land for the time being And further excepting and reserving unto 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 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 His Majesty his heirs and successors and his 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 1901* to mine in and upon Crown lands Provided that compensation shall be paid to the lessee his executors administrators or assigns by any such person for surface damage to be done to such land by reason of mining thereon such compensation to be determined as provided by law and the payment thereof to be a condition precedent to such right of entry Yielding and paying therefor the sum of by equal half-yearly instalments of each on the first day of and the first day of in every year clear of all deductions Payment of the first two of such half-yearly instalments having been made the next of the said half-yearly payments to be made on the first day of that will be in the year One thousand nine hundred and the last of the said half-yearly instalments to be made on the first day of next preceding the expiration of the term hereby created And the lessee doth hereby for himself his heirs executors administrators and assigns covenant and agree with His Majesty his heirs and successors and with the Board that he the lessee his executors administrators or assigns will observe and perform and be bound by the several covenants conditions provisos agreements acts matters and things hereinafter contained (that is to say) —

1. That he or they will pay the instalments payable hereunder at the times and in manner hereinbefore appointed for payment thereof clear of all deductions.

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

3. That he or they will pay by equal half-yearly instalments of £ each the sum of £ being the value of the improvements existing on the land hereby demised.

4. That these presents are upon this condition that the lessee will personally reside on the land demised or within the limits of the village community lands eight months during each year of the first six years after the granting of this lease Provided that for the purposes of this condition personal residence by the wife or any child not less than eighteen years of age of the lessee shall be accepted as personal residence by the lessee.

5. That these presents are on this further condition that the lessee shall on the land hereby demised make substantial and permanent improvements certified in writing under the seal of the Board to the value of Ten shillings for every acre of the said land in each of the first three years from the commencement of this lease.

6. That these presents are on this further condition that the lessee shall not transfer assign mortgage or sublet or part with the possession of the whole or any part of the land hereby demised within the first six years of this lease.

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

8. 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 1901* included in the term "vermin" or which the

Notwithstanding that the boundaries are approximately given in this plan in links.



Governor in Council may by proclamation in the *Government Gazette* declare to be vermin for the purposes of the said Act upon the land hereby demised and will keep the same free of such animals and birds and free of Bathurst burr wild briar and gorse to the satisfaction of the Board of Land and Works.

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

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

11. 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 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.

12. That he or they shall and will observe perform fulfil and be bound by the stipulations conditions covenants and provisos contained in the Schedule hereto or which may be made pursuant to the *Land Act 1901* from time to time by the Governor in Council.

13. That these presents are upon this condition that if and whenever there shall be a breach of or non-compliance with any of the covenants stipulations conditions provisos or agreements by the lessee herein contained and the Governor in Council shall determine that this lease shall in consequence be avoided (and the production of the minute of the proceedings of the Executive Council whereat such determination was arrived at shall be conclusive evidence thereof) then these presents and the term hereby created shall be void and of no effect. Provided that forfeiture for non-payment of any instalment may be prevented by payment of such instalment with an additional sum equal to Five per centum of the amount of such instalment within three months of the due date thereof or of Ten per centum of such amount within six months of such date.

14. That these presents are upon this further condition that the Governor in Council or the Board may at any time enter upon the whole or any portion of the land hereby demised for the purpose of resuming any lands comprised therein required for reserves for public purposes roads railways canals reservoirs or for mining purposes. The lessee upon such entry shall remove any improvements from the land so resumed and relinquish and give up possession of the same to His Majesty. There shall be paid by His Majesty his heirs or successors the actual cost of removing and re-erecting and any actual depreciation in value caused by such removal and re-erecting of the improvements and the amount of loss sustained in consequence of relinquishing improvements not removable such cost or amount shall be fixed by the Board but shall not include compensation for severance or for any person's interest in the land and may be paid to such person or persons as the Board determines.

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

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

In witness whereof His Excellency

Governor and Commander-in-Chief in and over the State of Victoria and its Dependencies hath on behalf of His Majesty the King caused this demise to be sealed with the seal of the said State on the

day of \_\_\_\_\_  
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 \_\_\_\_\_ in the year of }  
day of \_\_\_\_\_ in the year of } (L.S.)  
Our Lord One thousand nine hundred }  
in the presence of— }  
President. }  
Member. }

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

## SCHEDULE K.—(CHAP. III., PART 5.)

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

*Land Act 1901*, Section 346.

## CONDITIONAL PURCHASE LEASE, SWAMP OR RECLAIMED LANDS.

THIS INDENTURE dated in accordance with the *Land Act 1901* the first day of \_\_\_\_\_ in the year of our Lord One thousand nine hundred and \_\_\_\_\_ (being the day the person hereinafter named became entitled to this lease) between His Excellency

Governor and Commander-in-Chief in and over the State of Victoria and its Dependencies with the advice of the Executive Council thereof in the name and on behalf of His Most Gracious Majesty King Edward VII. of the first part the Board of Land and Works (hereinafter referred to as the "Board") of the second part and

Victoria (hereinafter called the "lessee") of the third part Whereas the lessee under the provisions of Part III. of the *Land Act 1901* has made application for the conditional purchase by sixty half-yearly instalments of \_\_\_\_\_ each of the allotment of swamp or reclaimed land hereinafter referred to valued at the sum of \_\_\_\_\_

And whereas the lessee has with his application paid the sum of \_\_\_\_\_ on account of the first two half-yearly instalments of principal Witnesseth that in consideration of the payments hereby covenanted to be made and the covenants conditions and provisos herein contained and on the part of the lessee his executors administrators and assigns to be observed and performed His Majesty doth by these presents grant and demise unto the lessee the surface and down to a depth of \_\_\_\_\_ feet below the surface of all that piece of land situate in the county of \_\_\_\_\_ parish of \_\_\_\_\_ and shown with the measurements and abutments thereof in the map or diagram drawn in the margin of these presents and in such map or diagram coloured yellow to have and to hold the said piece of land unto the lessee his executors administrators and assigns for the term of \_\_\_\_\_ years from the day of the date of these presents unless sooner determined as hereinafter provided Excepting and reserving nevertheless unto His Majesty his heirs and successors the right of resumption for public purposes and in accordance with the provisions and conditions hereinafter expressed and contained the whole or such parts of the said land as may from time to time be required for water supply purposes irrigation purposes reservoirs dams races water-courses or drains or for railways roads or highways or for mining purposes or for any public purpose whatsoever such land or such parts of the same (as the case may be) when the same is required for any of the purposes aforesaid to be set out by description in a proclamation in the *Government Gazette* and also described in a notice in writing to the lessee his executors administrators or transferees by the Governor for the time being acting with the advice of the Executive Council such notice to the lessee his executors administrators or assigns being delivered to or sent through the post office addressed to the occupier of the land for the time being And further excepting and reserving unto 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 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 His Majesty his heirs and successors and his 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 1901* to mine in and upon Crown lands Provided that compensation shall be paid to the lessee his executors administrators or assigns by any such person for surface damage to be done to such land by reason of mining thereon such compensation to be determined as provided by law and the payment thereof to be a condition precedent to such right of entry Yielding and paying therefor the sum of \_\_\_\_\_ by \_\_\_\_\_ equal half-yearly instalments of \_\_\_\_\_ each on the first day of \_\_\_\_\_ and the first day of \_\_\_\_\_ in every year clear of all deductions Payment of the first two of such half-yearly instalments having been made the next of the said half-yearly payments to be made on the first day of \_\_\_\_\_ that will be in the year One thousand nine hundred \_\_\_\_\_ and the last of the said half-yearly instalments to be made on the first day of \_\_\_\_\_ next preceding the expiration of the term hereby created And the lessee doth hereby for himself his heirs executors administrators and assigns covenant and agree with His Majesty his heirs and successors and with the Board that he the lessee his executors administrators or assigns will observe and perform and be bound by the several covenants conditions provisos agreements acts matters and things hereinafter contained (that is to say) :—

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

1. That he or they will pay the instalments payable hereunder at the times and in manner hereinbefore appointed for payment thereof clear of all deductions.

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

3. That he or they will pay by \_\_\_\_\_ equal half-yearly instalments of £ \_\_\_\_\_ each the sum of £ \_\_\_\_\_ being the value of the improvements existing on the land hereby demised.

4. That these presents are on this further condition that the lessee shall on the land hereby demised make substantial and permanent improvements certified in writing under the seal of the Board to the value of Ten shillings for every acre of the said land in each of the first three years from the commencement of this lease.

5. That these presents are on this further condition that the lessee shall not transfer assign mortgage or sublet or part with the possession of the whole or any part of the land hereby demised within the first six years of this lease.

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

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 1901* included in the term "vermin" or which the Governor in Council may by proclamation in the *Government Gazette* declare to be vermin for the purposes of the said Act upon the land hereby demised and will keep the same free of such animals and birds and free of Bathurst burr wild briar and gorse to the satisfaction of the Board of Land and Works.

8. 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 1850* enclose the land described herein with a fence and keep the same in repair Provided nevertheless that where any lessee proves to the satisfaction of the Board that owing to the physical conditions or the nature of the land hereby demised the enclosing thereof with a fence would be impracticable or where in the opinion of the Board the fencing of the whole or any part of the land hereby demised is not required the Board may in writing accept as a compliance with this covenant the expenditure by the lessee on such land for substantial and permanent improvements previously approved by the Board of an amount equivalent in the Board's opinion to the cost of fencing.

9. That he or they will at all times during the term hereby created keep open and free from obstruction and to the satisfaction of the Board all canals ditches drains cuts channels water-courses sewers and works (which several matters and things are hereinafter included and referred to under the term drains, now upon the land hereby demised and the portions of the several drains adjacent to such land which shall at any time during the continuance of this demise exist and be upon the land hereby demised or be upon any road or reservation abutting or bounding the same or any part thereof and within a distance of not more than one hundred and thirty-two feet from such part and that he or they will not do or cause or permit to be done upon the said land or any part thereof any act or thing whereby such drains may be injured or endangered.

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

11. That neither he nor they will water or permit to be watered live stock on the land hereby demised at the said drains except by means of one or more side cuttings leading therefrom to be made by and at the expense of the lessee his executors administrators or assigns.

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

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

14. 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.

15. That he or they shall and will observe perform fulfil and be bound by the stipulations conditions covenants and provisos contained in the schedule hereto or which may be made pursuant to the *Land Act 1901* from time to time by the Governor in Council.

16. That these presents are upon this condition that if and whenever there shall be a breach of or non-compliance with any of the covenants stipulations conditions provisos or agreements by the lessee herein contained and the Governor in Council shall determine that this lease shall in consequence be avoided (and the production of the minute of the proceedings of the Executive Council whereat such determination was arrived at shall be conclusive evidence thereof) then these presents and the term hereby created shall be void and of no effect Provided that forfeiture for non-payment of any instalment may be prevented by payment of such instalment with an additional sum equal to Five per centum of the amount of such instalment within three months of the due date thereof or of Ten per centum of such amount within six months of such date.

17. That these presents are upon this further condition that the Governor in Council or the Board may at any time enter upon the whole or any portion of the land hereby demised for the purpose of resuming any lands comprised therein required for reserves for public purposes roads railways canals reservoirs or for mining purposes The lessee upon such entry shall remove any improvements from the land so resumed and relinquished and give up possession of the same to His Majesty There shall be paid by His Majesty his heirs or successors the actual cost of removing and re-erecting and any actual depreciation in value caused by such removal and re-erecting of the improvements and the amount of loss sustained in consequence of relinquishing improvements not removable such cost or amount shall be fixed by the Board but shall not include compensation for severance or for any person's interest in the land and may be paid to such person or persons as the Board determines.

18. That these presents are upon this further condition that if and whenever any instalment covenanted to be paid hereunder shall be in arrear for six calendar months whether the same shall have been legally demanded or not

or if and whenever there shall be a breach of any of the covenants and agreements positive or negative by the lessee hereinbefore contained and this lease be avoided either by operation of law or by a determination of the Governor in Council 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 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 His 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 on account of the same by any person whomsoever the defendants or defendant to such action may plead leave and licence in bar thereof and these presents shall be conclusive evidence of the leave and licence of the lessee his executors or administrators and all persons claiming from under or through him or them to any bailiff of Crown lands and all persons acting in the matters complained of in such action or other proceedings.

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

In witness whereof His Excellency Governor and Commander-in-Chief in and over the State of Victoria and its Dependencies hath on behalf of His Majesty the King caused this demise to be sealed with the seal of the said State on the \_\_\_\_\_ day of \_\_\_\_\_ the Board of Land and Works hath hereunto affixed its common seal and the lessee hath hereunto set his hand and seal the day and year first above written.

The common seal of the Board of Land and Works was hereunto affixed the \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord One thousand nine hundred \_\_\_\_\_ in the presence of—  
 President.  
 Member. } (l.s.)

Signed sealed and delivered by the above-named \_\_\_\_\_ in the presence of— } (l.s.)

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

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

## PART VI.—CLOSER SETTLEMENT.

## CHAPTER I.

1. For the purpose of the Regulations under Part VI., unless the context be inconsistent therewith, the words "Farming district," "Board," "Owner," "Private land" shall have the respective meanings assigned to them in Section 363 of Part IV. of the *Land Act 1901*.

2. The following fees shall be payable under these regulations:—

For certificate of registration for each allotment applied for	...	...	...	£0	5	0
For conditional purchase lease	...	...	...	1	0	0
For transfer or mortgage of a conditional purchase lease	...	...	...	1	0	0

## CHAPTER II.

*Farm Allotments.*

1. Every application for a conditional purchase lease of a farm allotment shall be in the form prescribed in Schedule 159 hereto.

2. The applicant shall, before lodging his application, pay to the nearest Receiver of Revenue the sum of Five shillings (5s.) for a certificate of registration for each allotment applied for, which must accompany the application, and such sum shall not be refunded unless specially authorized in exceptional cases.

3. The fee for the preparation of a conditional purchase lease shall be One pound.

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

5. Every lessee of a farm allotment shall, on the expiration of three years, and again on the expiration of six years from the date of his lease, forward to the Secretary for Lands a statement in the form prescribed in Schedule 160 hereto as to the performance of the covenants of his lease.

6. Every conditional purchase lease of a farm allotment shall be in the form prescribed in Schedule A hereto.

7. Conditional purchase leases for farm allotments in the Wando Vale estate shall be in the form prescribed in Schedule B hereto, with an additional covenant in the form of Schedule B hereto.

## CHAPTER III.

## ALLOTMENTS FOR WORKMEN'S HOMES.

The regulations under which the lands referred to in the *Brunswick Lands Purchase Act 1900* shall be available for application shall be as follow:—

(1) The land shall be divided into allotments not exceeding in value £100, and no lease shall comprise more than 3 acres.

(2) A substantial dwelling house to the value of at least £50 must be erected within one year from the date of his lease, and substantial improvements to the value of a further £25 before the end of the second year, and at least quarter of the area must be fenced off, and be under proper cultivation as a garden or orchard before the end of the sixth year.

(3) Every application shall be in the form prescribed in Schedule 161 hereto.

(4) The applicant shall, before lodging his application, pay to the nearest Receiver of Revenue the sum of 5s. for a Certificate of Registration for each allotment applied for, which must accompany the application, and such amount shall not be refunded unless specially authorized in exceptional cases.

(5) All applications shall be publicly investigated by the Minister, or by persons appointed by the Minister to hear the same, and report to him in writing, but should any applications for available allotments be received after the date of the sitting of the Board they may be dealt with as the Minister may direct.

(6) Any male or female person 21 years of age, who is engaged in any form of manual, clerical, or other work for hire or reward, and is not possessed of real or personal property to a value exceeding £250, shall be deemed to be a workman.

(7) No workman shall be eligible as an applicant if at the time of his application he is directly or indirectly the owner of any other land in the State, which if town or suburban land, exceeds in area one-eighth of an acre, or if rural land, exceeds 50 acres.

(8) No workman shall be eligible as an applicant unless he has the means to erect a suitable house on the land for himself and his family, and unless there is reasonable probability that he will be able to fence and cultivate the land.

(9) The fee for the preparation of a conditional purchase lease shall be £1.

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

(11) Every lessee of a Workman's Home Allotment shall, on the expiration of one year, and again on the expiration of the 2nd and 6th years from the date of his lease, forward to the Secretary for Lands a statement in the form prescribed in Schedule 162 hereto as to the performance of the conditions of his lease.

SCHEDULE 150.—(CHAP. II., PART 6.)

APPLICATION FOR CONDITIONAL PURCHASE LEASE OF FARM ALLOTMENT.

\* Here state name \* I, of in full, place of abode, hereby apply for a conditional purchase lease of one of and occupation. the allotments described hereunder, and deposit here- with the amount of the first two instalments of the purchase money prescribed in respect of the allotment which is greatest in value.

Number in priority of choice.	Parish.	Allotment.	Section.	Area.	Total Value.	Deposit.	Report by Receiver of Revenue.
							Amount lodged Date Receipt No. Book  Receiver of Revenue at

Signature  
Occupation  
Postal address

I, of do solemnly and sincerely declare that I am not under twenty-one years of age; and that with respect to this application I am not an agent, or a servant of, or a trustee for, any other person; that I have not entered into, nor promised to enter into, any agreement to permit any other person to acquire by purchase or otherwise the land in respect of which this application is made, or any part thereof, or my interest therein, or the usufruct thereof; that I am not already the holder of any land the value of which when added to the value of any one of the allotments I am now applying for will exceed a total value of £1,500 (Township land excepted); and that the statements made by me in reply to the questions hereto subjoined are true and correct in every particular.

Questions.	Statements in Reply.
<p>1. Do you own any land in fee simple? If so, state—</p> <p>Number of acres, allotment, section, and parish ...</p> <p>Value per acre, exclusive of improvements ...</p> <p>Value of improvements ...</p> <p>Municipal valuation ...</p> <p>Amount payable annually as rates ...</p>	
<p>2. Have you at any time obtained any land under lease or licence from the Crown? If so—</p> <p>When? ...</p> <p>Under what section and Act?</p> <p>Where situated? ...</p> <p>What area? ...</p> <p>If forfeited or disposed of, state reason ...</p> <p>What area do you still hold?</p> <p>Value per acre, exclusive of improvements ...</p> <p>Value of improvements ...</p> <p>Municipal valuation ...</p> <p>Amount payable annually as rates ...</p>	
<p>3. Do you hold any land under private lease? If so, state area, situation, and purpose to which applied</p>	

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—

January 14, 1902.

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

\* 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 State of Victoria, or a Commissioner for taking Declarations and Affidavits at \_\_\_\_\_

NOTE.—This application will not be received by the Secretary for Lands unless accompanied by a "Certificate of Registration"—one for each allotment described herein—which can be obtained from any Receiver of Revenue on payment of a fee of Five shillings, and also the report of the Receiver of Revenue that a "Deposit" equal to the first two instalments of the purchase money for the most valuable allotment applied for has been lodged.

SCHEDULE 160.—(CHAP. II., PART 6.)

STATEMENT OF LESSEE OF A FARM ALLOTMENT UNDER CONDITIONAL PURCHASE LEASE AS TO THE PERFORMANCE OF THE COVENANTS OF HIS LEASE.

Extent of land— Being the holder of a Conditional Purchase Lease to  
 A. R. P. occupy as a farm allotment the land specified in the  
 ; ; margin hereof, and having occupied the said land for a period  
 Parish— of at least three years, and having complied with the con-  
 Allotment— dition: of such lease. I hereby apply for the certificate of the  
 Section— Board of Land and Works for the improvements thereon ;  
 Date of Lease— and I send herewith, in support of such application, my  
 declaration that I now make the said application in con-  
 formity with and not in violation of any of the provisions  
 of the Land Act 1901.

Signature—  
 Occupation—  
 Postal address—

DECLARATION BY LESSEE.

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

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

Fencing.

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

Buildings.

Description.	Dimensions.	Materials

DECLARATION BY LESSEE—continued.  
Water Storage.

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

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

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

Declared at \_\_\_\_\_ in the State of Victoria, this \_\_\_\_\_ day of \_\_\_\_\_ before me \_\_\_\_\_ Justice of the Peace in and for the Balliwick of the State of Victoria, or 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 sign nor write.

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

SCHEDULE 161.—(CHAP. III., PART 6.)  
APPLICATION FOR CONDITIONAL PURCHASE LEASE OF WORKMAN'S HOME ALLOTMENT.

\* Here state name, full place of abode, and occupation. I, \_\_\_\_\_ of \_\_\_\_\_ hereby apply for a conditional purchase lease of one of the allotments described hereunder, and deposit herewith the amount of the first two instalments of the purchase money prescribed in respect of the allotment which is greatest in value.

Number in priority of choice.	Parish.	Allot.	Sec.	Area.	Total Value	Deposit.	Report by Receiver of Revenue.
							Amount lodged—
							Date—
							Receipt No.—
							Book—
							<i>Receiver of Revenue at</i>

Signature—  
Occupation—  
Postal Address—



I, \_\_\_\_\_ of \_\_\_\_\_ do solemnly and sincerely declare that I am not under twenty-one years of age; and that with respect to this application I am not an agent, or a servant of, or a trustee for, any other person; that I have not entered into nor promised to enter into any agreement to permit any other person to acquire by purchase or otherwise the land in respect of which this application is made, or any part thereof, or my interest therein, or the usufruct thereof; that I am not already the holder of more than one-eighth of an acre of town or suburban land nor 50 acres of rural land; and that my real or personal property does not exceed a total value of £250; and that the statements made by me in reply to the questions hereto subjoined are true and correct in every particular.

Questions.	Statements in Reply.
1. Do you own any land in fee simple? If so, state number of acres, allotment, section and parish Value per acre, exclusive of improvements?... Value of improvements? ...	
2. Have you at any time obtained any land under lease or licence from the Crown? If so, when? Under what section and Act? ... • Where situated? ... What area? ... If forfeited or disposed of, state reason ... What area do you still hold? ... Value per acre, exclusive of improvements ... Value of improvements ...	
3. Do you hold any land under private lease? If so, state area, situation, and purpose to which applied ...	
4. What is the value of your real or personal property? ...	

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

Declared at \_\_\_\_\_ in the State of Victoria, this day of \_\_\_\_\_, before me,  
\_\_\_\_\_  
Justice of the Peace in and for the  
Balliwick of the State of Victoria, or a Commissioner  
for taking Declarations and Affidavits at \_\_\_\_\_  
\* I hereby certify that this declaration was read to the declarant in my presence this \_\_\_\_\_ day of \_\_\_\_\_  
Justice of the Peace in and for the  
Balliwick of the State of Victoria, or a Commissioner  
for taking Declarations and Affidavits at \_\_\_\_\_

NOTE.—This application will not be received by the Secretary for Lands unless accompanied by a "Certificate of Registration"—one for each allotment described herein—which can be obtained from any Receiver of Revenue on payment of a fee of Five shillings, and also the report of the Receiver of Revenue that a "Deposit" equal to the first two instalments of the purchase money for the most valuable allotment applied for has been lodged.

SCHEDULE 162.—(CHAP. III., PART 6.)

STATEMENT OF LESSEE OF A WORKMAN'S HOME ALLOTMENT UNDER CONDITIONAL PURCHASE LEASE AS TO THE PERFORMANCE OF THE COVENANTS OF HIS LEASE.

Extent of land— Being the holder of a Conditional Purchase Lease to occupy as a workman's home allotment the land specified in the margin hereof, and having occupied the said land for a period of at least two years, and having complied with the conditions of such lease, I hereby apply for the certificate of the Board of Land and Works for the improvements thereon; and I send herewith, in support of such application, my declaration that I now make the said application in conformity with and not in violation of any of the provisions of the *Land Act 1901*.  
A. B. P.  
Parish—  
Allotment—  
Section—  
Date of Lease—  
Signature—  
Occupation—  
Postal address—

DECLARATION BY LESSEE.

- I, \_\_\_\_\_ of \_\_\_\_\_ being the holder of a lease to occupy the above-mentioned allotment, declare as follows:—
- That I have paid all fees due on the said lease.
- 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.
- That within \_\_\_\_\_ years from the issue of the said lease the said allotment was enclosed with a good and substantial fence.
- That within \_\_\_\_\_ months from the issue of the said lease and thenceforward during the continuance thereof, I resided for a period not less than \_\_\_\_\_ on the said allotment.
- That before the end of the second year from the commencement of the said lease I made upon the said allotment permanent and substantial improvements of the value of £ \_\_\_\_\_
- That I have complied with all the other conditions of the said lease.
- That I make this application in conformity with the provisions of the *Land Acts*, and not in violation of any of them.
- That the statements made and the answers given by me in reply to the questions hereto are true and correct in every particular.

January 14, 1902.

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*Fencing.*

Description thereof.	No. of Chains.	Cost per Chain.	Total Cost.
			£ s. d.
Have you arranged with occupiers of adjoining lands for payment of any portion of the dividing fences? ... ..			
Who are the occupiers of the adjoining lands? ... ..			
<i>Buildings.</i>			
Description.	Dimensions.	Materials.	
<i>Cultivation.</i>			
Description.	Area.		
<i>All Other Improvements.</i>			
Particulars of Nature and Cost.			
Total Cost of Improvements ... ..			£

How many rooms does your dwelling-house contain? ... ..

Is it permanently attached to the soil of this allotment? ... ..

How long have you resided on the land during the currency of lease; ... ..

Have you any other place of abode? If so, have you resided there during the currency of lease, and where and what distance is it from the land the subject of this application? ... ..

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

If the land is not enclosed, state the reason ... ..

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

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

## SCHEDULE A.—(CHAP. II., PART 6.)

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

## CONDITIONAL PURCHASE LEASE OF FARM ALLOTMENT.

THIS INDENTURE dated the second day of        in the year of Our Lord One thousand nine hundred        between His Excellency

Governor 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 His Most Gracious Majesty King Edward VII. of the first part the Board of Land and Works (hereinafter referred to as the "Board") of the second part and        of (hereinafter called the "lessee") of the third part Whereas the lessee under the provisions of Part III. of the *Land Act 1898* has become an applicant for the conditional purchase by Sixty-two half-yearly instalments of each and a final instalment of

of the farm allotment hereinafter referred to valued at the sum of        And whereas such value with interest thereon calculated at the rate of Four pounds ten shillings per centum per annum for Thirty-one and a half years (the term agreed upon by the lessee and the Board as that over which the payments of purchase money shall extend) amounting in the whole to the sum of        And

whereas the lessee has with his application paid the sum of        on account of the first two half-yearly instalments of principal and interest (which instalments have been calculated in accordance with the tables in force on the first day of July, 1899, applicable for the repayment by half-yearly instalments of an advance of

lent at Four pounds ten shillings per centum interest per annum for Thirty-one and a half years by the Commissioners of Savings Banks under Division 3 of Part I. of the *Savings Bank Act 1890 Amendment Act 1898*) Witnesseth that in consideration of the payments hereby covenanted to be made and the covenants conditions and provisos herein contained and on the part of the lessee his executors administrators and assigns to be observed and performed His 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 State of Victoria being allotment        of section

parish of        county of        containing        and shown with the measurements and abutments thereof in the map or diagram drawn in the margin of these presents and in such map or diagram coloured yellow to have and to hold the said piece of land unto the lessee his executors administrators and assigns for the term of Thirty-one and a half years from the day of the date of these presents unless sooner determined as hereinafter provided Excepting and reserving nevertheless unto His Majesty his heirs and successors the right of resumption for public purposes and in accordance with the provisions and conditions hereinafter expressed and contained of 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 of 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 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 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 His Majesty his heirs and successors and his or their agents servants lessees licensees and assigns at any time or times

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 1901* to mine in and upon Crown lands Provided that compensation shall be paid to the lessee his executors administrators or assigns by any such person for surface damage to be done to such land by reason of mining thereon such compensation to be determined as provided by law and the payment thereof to be a condition precedent to such right of entry Yielding and paying therefor the sum of        by Sixty-two equal half-

yearly instalments of        each and a final instalment of        on the first day of July and the first day of January in every year clear of all deductions. Payment of the first two of such half-yearly instalments having been made the next of the said half-yearly payments to be made on the first day of January that will be in the year One thousand nine hundred and two and the final instalment to be made on the first day of January next following the expiration of the term hereby created And the lessee doth hereby and for himself his heirs executors administrators and assigns covenant and agree with His Majesty his heirs and successors and with the Board that he the lessee his executors administrators or assigns will observe and perform and be bound by the several covenants conditions provisos agreements acts matters and things hereinafter contained (that is to say):—

1. That he or they will pay the instalments payable hereunder at the times and in manner hereinbefore appointed for payment thereof clear of all deductions.

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

3. That these presents are upon this condition that the lessee will personally reside on the land demised eight months during each year of the first six years after the granting of this lease. Provided that for the purposes of this condition personal residence by the wife or any child not less than eighteen years of age of the lessee shall be accepted as personal residence by the lessee.

4. That these presents are upon this further condition that neither he nor they will transfer assign mortgage sublet or part with the possession of the whole or any part of the land hereby demised within the first six years of this lease. Provided that in the case at any time of the insolvency or death of the lessee it shall be lawful for the assignee or trustee in insolvency or for the executors or administrators of the lessee at any time within twelve months from the date of such insolvency or death to assign these presents to any person who is qualified for becoming a lessee under Part IV. of the *Land Act 1901* and such persons shall be with respect to this lease in the same position as though he had been the original lessee.

5. That he or they after the expiration of the six years in the last preceding clause mentioned will not transfer assign or mortgage any part of the land hereby demised without the written consent of the Board first had and obtained it being a condition of these presents that if at any time after the expiration of the first six years hereof the Board is satisfied that all the covenants and conditions hereof have been complied with that the lessee may with the written consent of the Board and subject to the provisions of the *Land Act 1901* transfer mortgage sublet or part with the possession of the whole or any part of the land hereby demised.

6. That he or they will forthwith after the granting of this lease commence and continue to destroy and will within two years after the issue of this lease have destroyed to the satisfaction of the Board the animals and birds by the *Land Act 1901* included in the term "vermin" or which the Governor in Council may by proclamation in the *Government Gazette* declare to be vermin for the purposes of the said Act upon the land hereby demised and will keep the same free of such animals and birds and of Bathurst burr wild briar and gorse to the satisfaction of the Board.

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

8. That these presents are upon this condition that the lessee shall on the land hereby demised make substantial and permanent improvements certified in writing under the seal of the Board to the value of Ten shillings for every acre of the said land or if the Board so determine to the value of Ten pounds per centum of the purchase money payable hereunder before the end of the third year from the commencement of this lease and to the value of a further Ten shillings for every acre or if the Board so determine to the value of Ten pounds per centum of the said purchase money before the end of the sixth year from such commencement.

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

10. *That every holder of a miner's right or of a 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.*

11. That he or they shall and will observe perform fulfil and be bound by the stipulations conditions covenants and provisos contained in the Schedule hereto or which may be made pursuant to the *Land Act 1901* from time to time by the Governor in Council.

12. 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.

13. That these presents are upon this further condition that the Governor in Council or the Board may at any time enter upon the whole or any portion of the land hereby demised for the purpose of resuming the same if required for reserves or public purposes railways roads highways canals or other internal communication through such lands or for reservoirs or for mining purposes. And further that in the event of such entry the lessee his executors administrators and assigns or any mortgagee or licence will remove any improvements from off the land so resumed and relinquish and give up possession of the same to His Majesty. There shall be paid by His Majesty the actual cost of removing and re-erection of and any actual depreciation in value caused by such removal and re-erection of such improvements and the amount of loss sustained in consequence of the relinquishment of any improvements not removable such cost or amount to be fixed by the Board of Land and Works and to be payable to such person or persons as it determines. Provided that no compensation for severance or for any person's interest in the unexpired term of the lease shall be given or allowed.

14. That these presents are upon this further condition that if and whenever any instalment covenanted to be paid hereunder shall be in arrear whether the same shall have been legally demanded or not or if and whenever there shall be a breach of any of the covenants and agreements positive or negative by the lessee hereinbefore contained and this lease be avoided either by operation of law or by a determination of the Governor in Council hereinbefore provided then these presents and the term hereby created shall be void and of no effect and immediately upon these presents and the term hereby created becoming void and of no effect it shall be lawful for any bailiff of Crown lands or for any other agents or officers authorized in that behalf without any demand whatsoever to enter upon the land hereby demised and the lessee his executors administrators and assigns and all persons claiming from under or through him or them forever to expel and remove therefrom without any legal process whatsoever and as effectually as any sheriff might do in case His Majesty had obtained judgment in ejectment for recovery of possession of the said land and a writ of *habere facias possessionem* or other process had issued on such judgment directed to such sheriff in due form of law. And that in case of such entry and any action being brought or other proceeding taken for or on account of the same by any person whomsoever the defendants or defendant to such action may plead leave and licence in bar thereof and these presents shall be conclusive evidence of the leave and licence of the lessee his executors or administrators and all persons claiming from under or through him or them to any bailiff of Crown lands and all persons acting in the matter complained of in such action or other proceedings. Provided nevertheless that a forfeiture for non-payment of any half-yearly instalment may be prevented by payment thereof with an additional sum equal to Five pounds per centum of the amount of such instalment within three months of the due date thereof or of Ten pounds per centum of such amount within six months of such date. Provided further that no forfeiture shall operate to extinguish any debt to the Crown in respect of such instalment.

15. That these presents are upon this further condition that at any time after the expiration of the first six years of this demise provided the Board is satisfied that all the covenants and conditions hereof have been complied with and the fencing and improvements maintained upon payment of an amount equal to the balance of the principal the lessee or his representatives shall be entitled to a grant in fee of the lands hereby demised subject to such covenants conditions exceptions and reservations as the Governor in Council may direct.

In witness whereof His Excellency

Governor in and over the

State of Victoria and its Dependencies hath on behalf of His Majesty

the King caused this demise to be sealed with the seal of the said

State

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

SCHEDULE B.—(CHAP. II., PART 6.)

ADDITIONAL COVENANT—WANDO VALE ESTATE.

16. The Board covenants and agrees with the lessee his executors administrators and assigns to indemnify and save harmless him and them from all actions claims demands and liability in respect of a certain charge on the land portion of which is included in this demise to one Annie Duke (formerly Annie Robertson) and that if any default be made in payment of the annuity the subject of such charge in accordance with a certain instrument under seal dated the 20th of February, 1883, and expressed to be made between one John Russell McPherson of the one part and Ann Nicholas of the other the Board will forthwith make good such default by payment of the sum required.

## PART VII.—WATTLE LEASES.

## CHAPTER I.

1. Every application for a lease under Section 402 of the *Land Act* 1901 shall be in the form prescribed in Schedule 163 hereto.
2. The form of notice in the *Government Gazette* and local newspapers of applications for Wattle Leases shall be as prescribed in Schedule 164 hereto.
3. Leases issued under Section 402 of the *Land Act* 1901 shall be in the form prescribed in Schedule 165 hereto.
4. Any lessee desiring to transfer his leasehold shall make application to the Minister of Lands in the form prescribed in Schedule 166 hereto.
5. The provisions of Chapters V. of Part I. and I. and III. of Part II. of the Regulations of the *Land Act* 1901 shall apply generally to applications for wattle leases.
6. Every application under Section 408 by a lessee for a selection out of his Wattle Leasehold shall be in the form for the time being prescribed for Application for Agricultural or Grazing Allotments under the *Land Act* 1901.
7. The provisions of Chapter III. Part II. of the Regulations under the *Land Act* 1901 shall apply generally to applications by holders of Wattle Leases for selections out of their leaseholds.
8. Licences under Section 408 shall be in the form for the time being prescribed under Part I. of the *Land Act* 1901, for Licences for Residence or Non-residence Purposes respectively and shall be subject to the Regulations relating thereto.

## SCHEDULE 163.—(CHAP. I, PART 7.)

## APPLICATION FOR A LEASE FOR THE CULTIVATION OF WATTLE TREES UNDER SECTION 402 OF THE LAND ACT 1901.

\* Here state fully the place of abode and the occupation of the applicant. I, \_\_\_\_\_ of \_\_\_\_\_ hereby make application under Section 402 of the *Land Act* 1901, for a lease for the land described hereunder; and I hereby request that (if necessary) an authorized surveyor be instructed to make a survey, for me and on my account, of the said land, and to supply plan of same; and I undertake to pay all duly authorized fees for the making of the said survey and plan, or for any modification thereof, and to accept a lease subject to the terms, covenants, and conditions which may lawfully be imposed.

† Strike out the unnecessary words. I, \_\_\_\_\_ of \_\_\_\_\_ do hereby declare that I have not at any time held a lease for the cultivation of wattle trees under this Act or that I hold under this Act \_\_\_\_\_ acres; and that the area I now desire to obtain would not, if added to the area already held by me under this Act, exceed 1,000 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 or promised to enter into any agreement to permit any other person to acquire by purchase or otherwise the land in respect of which this application is made, or any part thereof, or my interest therein, or the usufruct thereof; that I intend to occupy the said land for my own use and benefit solely; that, if my application be granted, it is my intention to comply with the provisions of the 402nd section of the *Land Act* 1901, and that the statements made by me in reply to the questions hereto subjoined are true and correct in every particular.

N.B.—State here at what Money Order Office or Receipt and Pay Office you wish to pay the survey charge for the allotment herein applied for.

QUESTIONS AND STATEMENTS REFERRED TO IN THE DECLARATION.

Questions.	Statements in Reply.
1. What is your occupation, and where have you resided during the last twelve months? ...	
2. Do you own any land in fee simple? If so, state the number of acres, situation, and purpose to which it has been applied ... ..	
3. Have you at any time obtained any land under lease or licence from the Crown? If so, Under what section and Act? ... .. Where situated? ... .. What area? ... .. What use did you make of it? ... ..	
4. Have you obtained a lease or leases under section 5 of the <i>Wattles Act</i> 1890, or section 402 of the <i>Land Act</i> 1901 ... .. When? ... .. In what parish situated? ... .. Area? ... ..	

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

Signature—  
Occupation—  
Address—

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

Situation and Area of Allotment applied for, if previously surveyed.	Description of the Land applied for, if previously received, or forming part only of a Survey of Allotment.	Reported by Land Officer.
County— Parish— Allotment— Section— acres, rods, perches. Extent—		Date and hour of receipt of application. Date of transmission of order to surveyed surveyor. Land Officer at

\* The maker's signature is only required here in case where the applicant is a workman, and can neither read nor write.  
\* I hereby certify that this declaration was read to the declarant in my presence this \_\_\_\_\_ day \_\_\_\_\_ Justice of the Peace in and for the \_\_\_\_\_ Bailiwick of the State 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 164.—(CHAP. 1, PART 7.)

The *Land Act* 1901, Section 403.

I, \_\_\_\_\_ of \_\_\_\_\_ hereby give notice that I have made application to the Department of Lands and Survey for a lease under section 404 of the *Land Act* 1901 for a wattle lease of the land specified hereunder:—

County.	Parish.	Area.	Description.

## SCHEDULE 165.

## LEASE UNDER SECTION 404 OF THE "LAND ACT 1901."

THIS INDENTURE made the first day of \_\_\_\_\_ in the year of Our Lord One thousand eight hundred and \_\_\_\_\_ between His Excellency \_\_\_\_\_ Governor and Commander-in-Chief in and over the State of Victoria and its Dependencies in the name and on behalf of His Most Gracious Majesty King Edward VII. of the one part and \_\_\_\_\_ of \_\_\_\_\_ in the State of Victoria (hereinafter called the "Lessee") of the other part.

Whereas the Governor by Order in Council dated the \_\_\_\_\_ day of \_\_\_\_\_ and made by virtue and in pursuance of the powers contained in the four hundred and second section of the *Land Act* 1901 has directed that certain unoccupied lands of the Crown of which the land hereinafter described forms part may be leased as in that Act provided. And whereas such Order in Council or a copy thereof together with a plan or plans of the land therein referred to has lain on the table of the Legislative Council and on that of the Legislative Assembly for the full period of thirty days. And whereas the Governor by another Order in Council dated the \_\_\_\_\_ day of \_\_\_\_\_ made in pursuance of the powers conferred on him in that behalf has directed that the depth down to which land of the Crown to be leased for the cultivation of wattles shall be \_\_\_\_\_ feet. And whereas the Governor with the advice of the Executive Council has agreed to grant a lease for the cultivation of wattle trees subject to the limitation as to depth as aforesaid of the land hereinafter described for the term of \_\_\_\_\_ years at the annual rent of £ \_\_\_\_\_ during the first seven years of such term £ \_\_\_\_\_ during the next seven years of such term and £ \_\_\_\_\_ during the remaining years of such term being the rent fixed and reserved in accordance with the provisions of the said section of the *Land Act* 1901 to the lessee subject to the provisions of the said Acts and to the terms conditions covenants and provisos hereinafter contained. And whereas the lessee has paid half-a-year's rent in advance. Now this Indenture witnesseth that in consideration of such payment aforesaid and of the rent hereby reserved and of the terms conditions covenants and provisos hereinafter contained by the lessee his executors administrators and assigns to be respectively paid observed and performed His Majesty doth by these presents grant and demise unto the lessee his executors administrators and assigns the surface and down to the depth aforesaid of all that piece or parcel of land situate and being in the parish of \_\_\_\_\_ county of \_\_\_\_\_ in the State of Victoria containing \_\_\_\_\_ acres more or less being part of the land specified in the Order in Council aforesaid and delineated on the plan laid on the table of the Legislative Council and on that of the Legislative Assembly therewith in accordance with the provisions of the second section of the said Act and thereon numbered \_\_\_\_\_ in the said parish, and also delineated on the plan drawn in the margin of these presents and therein coloured yellow together with the appurtenances. Excepting and reserving unto His Majesty his heirs and successors all gold and silver and auriferous and argentiferous earth or stone and all copper tin antimony coal and all other metals and minerals and mineral ores whatsoever and all mines seams veins lodes and deposits containing gold silver copper tin antimony coal and other metals and minerals and mineral ores in and under the said demised premises together with liberty for His Majesty his heirs and successors and his and their agents servants lessees licensees and assigns at any time or times during the said term to enter upon the said land and to search and mine therein for gold silver copper tin antimony coal and other metals and minerals and mineral ores and to remove therefrom any gold silver auriferous and argentiferous earth or stone copper tin antimony coal and other metals and minerals and mineral ores and for the purposes aforesaid to sink shafts make drives and do any other things which may be necessary or usual in mining. And also excepting and reserving to His Majesty his heirs and successors and each and every other lessee of a wattle lease or of any grazing area and the holder of a miner's right or of a gold mining or mineral lease and his heirs and their agents and servants tenants and workmen liberty and right of ingress egress and regress at all times through over and across the premises hereby demised with or without horses cattle and other animals carts waggons and carriages to or from any claim or mine from and to any public road or track thereof or to or from any claim or mine from and to any public road or track subject to such regulation to be made by the Governor with the advice of the Executive Council as may for the time being be in force. And also excepting and reserving to His Majesty his heirs and successors and his and their licensees liberty and right of ingress egress and regress at all times through over and across the premises hereby demised with or without horses cattle and other animals carts waggons and carriages to or from any other Crown land from and to any public road or track subject to such regulations to be made by the Governor with the advice of the Executive Council as may for the time being be in force. And also excepting and reserving unto His Majesty his heirs and successors and all persons specially licensed in that behalf by the Governor in Council full and free liberty at all times to enter upon the said demised lands and therefrom to cut and take away live or dead timber. To have and to hold the premises hereinbefore expressed to be hereby demised unto the lessee his executors administrators and assigns for the term of \_\_\_\_\_ years from the day of the date hereof

Yielding and paying therefor during the said term the yearly rental of £ \_\_\_\_\_ during the first seven years of such term £ \_\_\_\_\_ during the next seven years of such term and \_\_\_\_\_ during the remaining years of such term by two equal half-yearly payments in advance on the first day of \_\_\_\_\_ and the first day of \_\_\_\_\_ in every year clear of all deductions the first of the said half-yearly payments having been made as aforesaid the next of the said half-yearly payments to be made on the first day of \_\_\_\_\_ next and the last of the said half-yearly payments to be made on the first day of \_\_\_\_\_ next preceding the expiration of the said term. And the lessee doth hereby for himself his heirs executors administrators and assigns covenant and agree with His Majesty his heirs and successors that he the lessee his executors administrators and assigns will during the said term observe perform and be bound by the several covenants conditions provisos agreements acts matters and things hereinafter contained (that is to say):—

1. That he or they will pay the said rent hereinbefore reserved in advance at the times and in manner hereinbefore appointed for payment thereof clear of all deductions.

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

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



3. That he or they will not assign sublet subdivide or part with the possession of the land hereby demised or any portion thereof without the previous consent of the Board of Land and Works signified in writing.
4. That he or they will at once after the granting of this lease to the satisfaction of the Board of Land and Works commence and continue to destroy and will within one year 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 1901* (hereinafter referred to as "the said Act," included in the term "vermin" or which the Governor with the advice of the Executive Council may by proclamation in the *Government Gazette* declare to be vermin for the purposes of the said Act upon such land and will keep the same free of such animals and birds Bathurst burr wild briar and gorse to the satisfaction of the Board of Land and Works during the currency of this lease.
5. That he or they will repair and keep in good condition and repair during the continuance of the term hereby granted all houses fences wells reservoirs tanks dams and all improvements of a permanent character situated on the premises hereby demised whether made erected or constructed by the said lessee his executors administrators or assignees or not reasonable wear and tear and damage by fire storm and tempest alone excepted and that the lessee his executors administrators or assigns will not remove fill up or render useless or cause to be removed filled up or rendered useless any of the same without first obtaining the permission of the Board of Land and Works signified in writing.
6. That he or they will not during the continuance of the term hereby granted ring or destroy or except for the purpose of fencing or building or domestic use on the land hereby demised cut down any timber in or upon the land hereby demised unless with the sanction of the Board of Land and Works signified in writing and then only under the supervision of an officer appointed in that behalf by the said Board.
7. That he or they will to the satisfaction of the said Board of Land and Works during each of the first six years except the first year from the granting of this lease sow or plant wattle trees or such other species of tannin-producing trees or plants as may be approved of by the said Board of Land and Works on one-fifth part at least of the land hereby demised and within six years will sow or plant wattle trees or some other tannin-producing trees or plants approved as aforesaid on the whole of the land demised.
8. That he or they will from time to time sow or plant to the satisfaction of the said Board of Land and Works in the place or stead of any wattles or tannin-producing trees which shall be stripped dead decayed or become unproductive during the said term other wattles or tannin-producing trees approved as aforesaid and otherwise at all times maintain the sowing or planting of such trees to the satisfaction of the said Board of Land and Works.
9. That he or they will if not sooner called upon under the provisions of the *Fences Act 1890* within two years from the date of these presents enclose a third part and within three years two-thirds parts and within four years the whole of the land hereby demised with a good and substantial sheep and cattle proof fence and will keep the same in good repair during the continuance of the term hereby granted to the satisfaction of the said Board of Land and Works.
10. That he or they will at the expiration or sooner determination of the said term hereby granted peaceably deliver up to His Majesty his heirs or successors the premises hereby demised together with all houses fences wells reservoirs tanks dams and all improvements that now are or may be made erected or constructed thereon in such good or sufficient repair and condition as aforesaid and in all respects in such state and condition as shall be consistent with the due performance of the several covenants hereinbefore contained.
11. 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.
12. That every holder of a miner's right or of a licence to search for metals or minerals or of a gold mining or mineral lease shall have the right and that the lessee his executors administrators and assigns will at all times allow every such person to enter upon the area hereby demised and every part thereof to search for gold silver copper tin antimony coal and other metals and minerals and mineral ores and to mine thereon and to erect and occupy mining plant and machinery without making any compensation to the lessee his executors administrators or assigns for surface or other damage *except for surface damage done to improvements.*
13. That he and they will observe perform fulfil and be bound by the stipulations conditions covenants and provisos contained in the schedule hereto.
14. That these presents shall become absolutely void on any assignment thereof save under the provisions hereinbefore contained.  
Provided always and it is hereby agreed and declared—
15. That His Majesty his heirs and successors may at any time and from time to time during this said term resume possession of the whole or any part or parts of the land hereby demised which may in the opinion of the Governor with the advice aforesaid be required for the purposes of water supply irrigation works races dams and ditches or for public railways roads canals or for trainways or other internal communication through such lands or for mining purposes or timber reserves or for the purpose of obtaining or removing therefrom guano or other manure stone or earth or for sights of inns stores smithies bakeries or similar buildings or of bathing-houses bathing-places fishermen's residences drying grounds fellmongery establishments slaughter-houses lime-kilns bridges ferries toll or punt houses tanneries factories saw or paper mills quays docks landing-places or the deposit of materials ship building and repairing boat building and repairing or for the working of mineral springs or for the manufacture of salt or for the purpose of erecting pumps or for the purpose of cutting digging and taking away any live or dead timber gravel stone ballast limestone salt shell seaweed and loam brick or other earth upon payment to the lessee or his executors administrators or assigns for his improvements on the land so resumed the full value of houses fences (within the meaning aforesaid) wells reservoirs tanks dams wattle plantations and of all substantial and permanent improvements made erected or constructed by the lessee his executors administrators or assigns during the currency of this lease on the land so resumed.
16. That the sum paid in respect of such improvements by the Board of Land and Works shall not exceed the sum expended thereon by the lessee his executors administrators or assigns And that such sum shall be determined in accordance with regulations in that behalf made by the Governor with the advice aforesaid or for the time being in force under the *Land Act 1901* or any amendment thereof.

17. That His Majesty his heirs and successors may at any time and from time to time during the term hereby granted in accordance with the Regulations to be made by the Governor with the advice aforesaid in that behalf resume as sites for townships and villages or for mining purposes and re-enter upon any lands forming part of the land hereby demised upon payment to the lessee his executors administrators or assigns of the full value of all houses fences (within the meaning aforesaid) wells reservoirs tanks dams and of all substantial and permanent improvements made erected or constructed by the lessee his executors administrators or assigns on the lands so resumed but nothing in this lease contained shall be construed to give a better tenure to the lessee his executors administrators or assigns in regard to the right of miners authorized by the responsible Minister of the Crown for the time being administering the *Land Act* 1901 thereof subject to any conditions he may think fit to impose to enter upon any portion specified by the said Minister of the land hereby demised in search of gold than was possessed by pastoral tenants under the *Land Act* 1869 with regard to the right of miners to enter upon the lands occupied by such pastoral tenants.

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

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

20. In the event of the lessee his executors administrators or assigns becoming under the provisions of section 408 of the *Land Act* 1901 the licensee of any portion of the land hereby demised and of his or their licence thereafter being annulled for any breach of the provisions of the *Land Acts* or of the condition of such licence or if in the event of his or their becoming such licensee and of there being a breach of or non-compliance with any of the covenants herein contained with respect to any portion of the land hereby demised not the subject of such licence or if the said lessee not being at the time of the breach of or non-compliance with any of the covenants herein contained a licensee as aforesaid under the provisions of such section of the *Land Act* 1901 and the Governor with the advice aforesaid determining that this lease shall in consequence be avoided (and the production of the *Government Gazette* notifying such determination shall be conclusive evidence thereof) or if the land hereby demised or any part thereof is assigned whether by operation of law or otherwise except as hereinbefore mentioned then these presents and the term hereby created shall be void and of no effect. And immediately thereupon it shall be lawful for any bailiff of Crown lands or for any other agents or officers authorized in that behalf by His Majesty or by the Governor with the advice aforesaid without any demand whatsoever to enter upon the land hereby demised and the lessee his executors administrators and assigns and all persons claiming 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 His Majesty had obtained judgment in ejectment for recovery of possession of the said land or in an action for the recovery of land and a writ of *habere facias possessionem* or writ of possession or other process had issued on such judgment directed to such sheriff in due form of law.

21. In case of such entry and any action being brought or other proceeding taken for or on account of the same by any person whatsoever the defendants or defendant to such action may plead leave and licence thereto and these presents shall be conclusive evidence of the leave and licence of the lessee his executors or administrators and all persons claiming 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.

22. 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 or the Victorian Railways Commissioners for the construction of railways railway stations or railway works already or hereafter authorized to be constructed or by the Governor for the construction of water supply works irrigation works reservoirs dams races water-courses or drains or for public roads or highway to be hereafter set out by the Governor he the said lessee his executors administrators or assigns upon being allowed by the Board of Land and Works or the Victorian Railways Commissioners or the Governor (as the case may be) one month for the removal by him or them of any houses buildings or fences upon the land so required will within such month 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 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 highways under the before-contained conditions for resumption by or on behalf of His Majesty his heirs and successors.

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

In witness whereof His Excellency Governor and Commander-in-Chief in and over the State of Victoria and its Dependencies hath on behalf of His Majesty King Edward VII. caused this demise to be sealed with the seal of the said State and the Lessee hath hereunto set hand and seal.

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

Schedule within referred to.

SCHEDULE 166.—(CHAP. 1, PART 7.)

Land Act 1901.—Section 404.

APPLICATION TO TRANSFER.

County—  
 Parish—  
 Allotment—  
 Area—  
 acres.

Address—  
Date—

SIR,  
 I, \_\_\_\_\_ of \_\_\_\_\_ being the holder of a Wattle Trees Cultivation Lease, as per margin, and having paid all rents and fees due thereon, and otherwise complied with all the covenants and conditions of the said lease, hereby apply to the Board of Land and Works for its sanction, in writing, to the transfer of the said lease to \_\_\_\_\_ of \_\_\_\_\_

I have the honour to be, Sir,  
 Your most obedient Servant,  
 The President of the Board of Land and Works.

DECLARATION TO BE MADE BY LESSEE WHEN APPLYING TO TRANSFER.  
 I, \_\_\_\_\_ of \_\_\_\_\_ in the State of Victoria, do solemnly and sincerely declare that I have paid all rents and fees due to date in respect of my lease under section 404 of the Land Act 1901, for allotment \_\_\_\_\_ parish of \_\_\_\_\_ that I have erected \_\_\_\_\_ chains of fencing on the land of the value of \_\_\_\_\_ per chain, and that I have cultivated wattle trees and effected other improvements upon the said land to the value of £ \_\_\_\_\_. And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of an Act of the Parliament of Victoria rendering persons making a false declaration punishable for wilful and corrupt perjury.

Declared before me, at \_\_\_\_\_ in the State aforesaid, this \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord One thousand nine hundred and \_\_\_\_\_ }  
 Justice of the Peace.

APPLICATION BY PROPOSED TRANSFEREE FOR THE TRANSFER TO HIM OF A LEASE FOR THE CULTIVATION OF WATTLE TREES UNDER SECTION 404 OF THE LAND ACT 1901.

I, \_\_\_\_\_ of \_\_\_\_\_ hereby make application for the transfer to me of the Wattle Trees Cultivation Lease described below, and I undertake, in the event of the said transfer being sanctioned by the Board of Land and Works, to faithfully carry out all the covenants and conditions of the said lease.

Signature—

† Strike out the unnecessary words. I, \_\_\_\_\_ of \_\_\_\_\_ hereby declare that † I have not at any time held a lease for the Wattle Trees Cultivation under this Act; or that I hold under this Act \_\_\_\_\_ acres; and that the area I now desire to obtain by transfer would not, if added to the area already held by me under this Act, exceed 1,000 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 or promised to enter into any agreement to permit any other person to acquire by purchase or otherwise the leasehold in respect of which this application is made, or any part thereof, or my interest therein, or the usufruct thereof; that I intend to occupy the said leasehold for my own use and benefit solely; that if my application be granted, it is my intention to comply with the provisions of the 404th section of the Land Act 1901, and that the statements made by me in reply to the questions hereto subjoined are true and correct in every particular.

QUESTIONS AND STATEMENTS REFERRED TO IN THE DECLARATION.

Questions.	Statements in Reply.
1. What is your occupation, and where have you resided during the last twelve months? ... ..	
2. Do you own any land in fee simple? If so, state the number of acres, situation, and purpose to which it has been applied ... ..	
3. Have you at any time obtained any land under lease or licence from the Crown? If so, Under what section and Act? ... .. Where situated? ... .. What area ... .. What use did you make of it? ... ..	
4. Have you obtained a lease or leases under section 5 of the Wattle Act 1890 or section 404 of the Land Act 1901? ... .. When? ... .. In what parish situated? ... .. Area? ... ..	

January 14, 1902.

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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—  
Address—

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

County.	Parish.	Allotment.	Section.	Extent.

\* 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 State of Victoria:

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,  
Clerk of the Executive Council.