



VICTORIA

GOVERNMENT GAZETTE

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[1915.]

REGULATIONS UNDER THE LAND ACT 1915.

At the Executive Council Chamber, Melbourne, the nineteenth day of October, 1915.

PRESENT :

His Excellency the Governor of Victoria.

Sir A. J. Peacock,
Mr. Murray,

Mr. Mackinnon,
Mr. Gray.

WHEREAS by Sections 192, 234, 259, 284, and 329 of the *Land Act 1915* 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. 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," "occupy," "selector under any previous Land Act or Acts," "substantial and permanent improvements," "traveller," and "vermin" "grazing allotment," and "Land Classification Board" shall have the respective meanings assigned to them in section 3 of Part I. of the *Land Act 1915*, the word "Minister" shall mean the responsible Minister of the Crown for the time being administering the *Land Act 1915*, 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.

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

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

1. Crown grants of Crown land (other than Mallee lands or lands acquired by the Crown for the purposes of Closer Settlement) sold by auction or licensed or leased on or after the 1st October, 1915, shall as the case may require be in one of the forms prescribed in Schedules A, B, C, D, E, and F 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. In all cases where land granted in fee simple pursuant to the provisions of section 175, sub-section (2), of the *Land Act* 1915 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 175, sub-section (3), *Land Act* 1915, 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.

3. The fees payable for preparation of any Crown grant, either on parchment or paper, shall be as follow:—

For any Crown grant of purchased land where the purchase money does not exceed	£	s.	d.
Five pounds	...	...	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 a certificate of search in connexion with a release of mortgage before issue of a Treasurer's receipt shall be Ten shillings, and that for an authority for the issue of a Treasurer's receipt shall be One pound.

Chapter III.—Sales by Auction.

Part I, Division 6, sections 89 to 100 inclusive, *Land Act* 1915. 1. All sales of Crown lands by public auction shall be subject to the conditions specified in Schedule G hereto, and to such other conditions as the Governor in Council may in any particular case direct.

2. Land sale reports which may be prepared for the Department of Lands and Survey 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 sale, pay a charge for survey of such allotment in accordance with the following scale to the officer appointed to receive the same:—

For an allotment containing not more than 20 acres, One pound.

For an allotment containing more than 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 thereof, the payment of the whole or any portion of the charge for survey hereinbefore prescribed may at the time of sale 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 :—

(a) Where the purchase money does not exceed Five pounds—

Fee for a consolidated Crown Grant which embraces two lots, £1 1s.

Fee for a consolidated Crown Grant which embraces more than two lots shall be increased by the sum of Five shillings (5/-) for each lot in excess of two.

(b) Where the purchase money exceeds Five pounds—

Fee for a consolidated Crown Grant which embraces two lots, £1 11s. 6d.

Fee for a consolidated Crown Grant which embraces more than two lots shall be increased by the sum of Ten shillings and sixpence (10s. 6d.) for each lot in excess of two.

Chapter IV.—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 Act* 1915.

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 piping 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 or Assistant 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 types of plans issued with the Survey Regulations of 1908 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 State, 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 ...	2 2 0	2 2 0	2 5 0	2 12 0	3 0 0
5 " ...	2 2 0	2 5 0	2 9 0	2 19 0	3 15 0
10 " ...	2 5 0	2 11 0	2 19 0	2 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
480 " ...	7 1 0	10 3 0	13 4 0	18 2 0	24 2 0
640 " ...	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 19 0	15 5 0	20 0 0	28 0 0	36 0 0
1600 " ...	11 10 0	16 15 0	22 0 0	31 0 0	...
1920 " ...	12 10 0	18 5 0	24 0 0	34 0 0	...

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

The minimum fee for School site surveys shall be £3 3s.

Schedule of Fees for Mallee Surveys :—

Area.	Scale for Areas Specified.
£ s. d.	
100 acres ...	4 10 0
Not exceeding 200 acres...	5 15 0
" 320 " ...	6 17 0
" 480 " ...	8 0 0
" 640 " ...	9 0 0
" 800 " ...	10 0 0
" 1,000 " ...	11 0 0
" 1,280 " ...	12 0 0
" 1,600 " ...	13 5 0
" 1,920 " ...	14 10 0

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, husband, or any 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 8 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	2 2 0	2 5 0	2 9 0	3 3 0
2	2 5 0	2 16 0	3 8 0	4 6 0
3	2 17 0	3 11 0	4 6 0	5 10 0
4	3 4 0	4 0 0	4 17 0	6 3 0
5	3 11 0	4 9 0	5 7 0	6 16 0
6	3 18 0	4 17 0	5 18 0	7 10 0
7	4 5 0	5 6 0	6 9 0	8 3 0
8	4 12 0	5 15 0	6 19 0	8 17 0
9	4 19 0	6 3 0	7 10 0	9 10 0
10	5 5 0	6 10 0	7 18 0	10 1 0
11	5 10 0	6 17 0	8 6 0	10 11 0
12	5 15 0	7 4 0	8 14 0	11 1 0
13	6 1 0	7 10 0	9 3 0	11 12 0
14	6 6 0	7 17 0	9 11 0	12 2 0
15	6 12 0	8 4 0	9 19 0	12 13 0
16	6 17 0	8 11 0	10 7 0	13 3 0
17	7 3 0	8 18 0	10 15 0	13 14 0
18	7 8 0	9 4 0	11 4 0	14 4 0
19	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 or Assistant Surveyor-General.

ROADS.

	1st Scale.	2nd Scale.	3rd Scale.	4th Scale.	5th Scale.
	Per Mile.				
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
(d) Up to 2 chains in width, the run side cleared and both sides marked, vide Regulations...	2 10 0	3 11 0	4 18 0	7 15 0	9 15 0
(e) Three chains, ditto, ditto, ditto	2 15 0	3 17 0	5 5 0	8 10 0	10 10 0

Roads through an allotment, if carefully selected and approved, shall be paid for by the Department.

(f) For road surveys in 4th and 5th scale, country necessitating careful selection and grading, a fee of £6 6s. per mile will be allowed as a payment for ranging and grading the centre line with clinometer.

For main or important roads in 3rd scale country, where, by reason of the existence of scrub or other obstruction, the grading of the centre line of the road cannot be satisfactorily effected concurrently with the running of the side line, a grading fee of £4 4s. per mile will be allowed.

The graded lines shall be pegged, but not trenched, pegs 3 inches square shall be firmly driven, and showing a length of at least 6 inches above the surface.

No grading fee will be paid unless independent notes showing the graded lines are furnished.

Running the centre line of a road and laying off the side lines therefrom will not be permitted; in all cases one side of the road must be run on the ground.

Where creeks intersecting blocks are surveyed and excised by lines marked on both sides, road fees will be paid.

Boundary, Standard, and Re-survey Lines :—

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

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

(l) In special cases where in order to effect a survey, the surveyor has to undertake a journey of exceptional difficulty, involving excessive loss of time, such travelling allowance, not exceeding £3 3s., as may be authorized by the Surveyor-General or the Assistant Surveyor-General, may be paid.

(m) The surveyor shall, on the prescribed form, furnish a full report on every survey made by him, and for such report when approved by the District Surveyor, a fee as under will be paid :—

	s.	d.
On an area over 100 acres ...	10	0
„ between 20 and 100 acres ...	7	6
„ under 20 acres ...	5	0

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

(o) 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.

(p) 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.

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

(s) For surveys to which Schedules 15 (a), 15 (b), 15 (c), and the Schedule for mallee surveys apply, the following supplementary payments will be made by the Department :—

- (1) On all prescribed fees up to £4, an additional amount of £1.
- (2) On all prescribed fees of £4 and upwards, an additional amount of one-fourth of such fees.

16. Whenever it shall appear to the Surveyor-General or the Assistant 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 169th section of the *Land Act* 1915 until the Surveyor-General or the Assistant 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, the Assistant 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 or the Assistant Surveyor-General may direct.

23. Subject to the approval of the Minister of Lands, when the survey fee required for any area exceeds the sum of £5, but does not exceed £10, a deposit of £5 may be paid by the applicant, or when the required fee exceeds £10 a deposit of one-half of the amount may be paid by the applicant, and the balance in equal half-yearly instalments extending over the term of six years. Such instalments shall be added to and form part of the licence-fees, rent, or instalments of any land under licence or lease, and shall be recoverable accordingly. The 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 for that purpose.

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 or the Assistant 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, the Assistant 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 or the Assistant Surveyor-General be satisfied that the boundaries thereof have been correctly defined on the ground.

PART II.—CROWN LANDS OTHER THAN MALLEE LANDS.

Chapter I.—Local Land Boards and Appeals.

Part I., Division
3, section 25,
Land Act 1915.

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 150 of the *Land Act 1915*.

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 therein shall be in addition to the *Gazette* notice required by section 25 of the *Land Act 1915*.

4. 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.

5. The Land Officer shall, at a Local Land Board to be held 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, 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 after the sitting of the Board.

6. 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.

APPEALS.

7. 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 fourteen 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 fourteen days, unless the applicant show by a statutory declaration that he received no notice to attend, or was not aware of the sitting of and did not attend the Local Land Board, and then only if he has a claim on the merits for re-hearing. Every appeal shall be accompanied by a deposit of Two pounds (£2).

8. 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.

9. 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.

10. 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 twenty-one days from the date of sitting of the Local Land Board.

11. Unless otherwise expressly directed by the Minister, an appeal shall only be allowed when based on any of 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.

APPLICATIONS FOR LEASES AND LICENCES.

*Land Act 1915,
sections 32, 46,
53, 110, and 129.*

1. No applicant for a grazing area lease, or a selection purchase lease, or a conditional purchase lease, or a perpetual lease or for a licence under section 129, *Land Act 1915*, shall 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, and shall, except in the last case, before lodging his application, affix thereto a duty stamp for the sum of Five Shillings (5s.) as fee for registration, and such stamp shall be cancelled by the Land Officer who received the application. The sum specified shall not be refunded unless specially authorized in exceptional cases.

2. Any applicant for a lease or licence who shall have affixed a duty stamp for the sum of Five shillings (5s.) as fee for registration shall, in the event of his application not being recommended by a Local Land Board to be granted, or in the event of his application being refused or disallowed on appeal, be at liberty to lodge, from time to time, without further fee applications until one of them is recommended by a Local Land Board to be granted, provided that the applicant be, in the first instance, considered by a Local Land Board to be a person who should be allowed to acquire Crown land under lease or licence.

Two or more applications for allotments in any special subdivision which is made available for selection may be made, at the same time, by any one person, without affixing more than one duty stamp of 5s.

3. No applicant, for a perpetual lease of an agricultural or a grazing allotment, or a lease of a selection purchase allotment, out of a grazing area held by him under lease, or for a lease under section 125, or 126, or 128, *Land Act 1915*, shall be required to pay a fee for registration of his application; but an applicant under section 129, *Land Act 1915*, shall affix to his application a duty stamp of the value of Two shillings and sixpence (2s. 6d.) as fee for registration, and forward the application to the Land Officer of the district, who shall on receipt thereof cancel such stamp.

4. 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 simultaneously lodged.

5. If an 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 2 hereto.

6. Immediately on the application being recommended by a Local Land Board, 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 embraced by such application.

7. Upon payment of such survey-fee and valuation (if any) being reported, there may 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.

8. Upon the completion of the survey ordered and approved by the District Surveyor, a lease or licence may 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.

9. If any person whose application for a lease or licence has been approved fails to make the required payments within one month after the date of notice of approval, the area may be again made available for selection.

10. All 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 III.—Grazing Areas.

1. Every application for a lease under section 32, *Land Act* 1915, shall be made in the form prescribed in Schedule 3 hereto.

2. Every lease under section 32, *Land Act* 1915, shall be in the form and subject to the conditions prescribed in Schedule H and, when section 78 of the said Act is applicable, in Schedule I hereto, and to such other exceptions, reservations, covenants and conditions as the Governor in Council may, in any particular case, direct. The diagram of boundaries and statement of area shall be deemed as approximate and temporary only. The fee for preparation of lease shall be One pound.

3. 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 4 hereto, and every surrender of the whole of a lease shall be in the form prescribed in Schedule 6 hereto.

4. Every application to surrender part of a grazing area in favour of the wife or husband or any child of a lessee shall be made in the form prescribed in Schedule 5 hereto.

5. Every lessee of a grazing area 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 7 hereto as to his performance of the covenants of his lease.

TIMBER LICENCES ON GRAZING AREAS.

6. When the consent of the lessee to an application to cut timber on a grazing area leasehold 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.

7. With the application the applicant shall forward an undertaking in the form of Schedule 8 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.

8. 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 9 hereto.

INGRESS, EGRESS, AND REGRESS REGULATIONS.

9. Every lessee 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 grazing area, or the licensee of a Beo Farm 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 44 of the *Land Act 1915*.

10. Every other such lessee or every such licensee, his agents or his servants, travelling through 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 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 grazing area shall damage or in any way interfere with the improvements, sheep, cattle, or other property of the lessee through whose grazing area he is travelling.

13. Every other such lessee or licensee desiring to travel cattle or sheep through another person's 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 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 grazing area shall be driven in accordance with the provisions of these Regulations, and without any delay, and with proper reasonable speed.

Chapter IV.—Agricultural and Grazing and Selection Purchase Allotments.

RESIDENTIAL.

Land Act 1915
section 46.

1. Every application to select a selection purchase allotment shall be made in the form and accompanied by the declaration prescribed in Schedule 10 hereto, and shall be posted or delivered to the Land Officer for the district in which such allotment is situated.

Land Act 1915
section 46.

2. Selection purchase leases shall be in the form and subject to the conditions prescribed in Schedule J hereto, and to such other exceptions reservations covenants and conditions as the Governor in Council may in any particular case direct. Schedules L and M hereto may be used as the case may require, and in each case any necessary alteration in the wording of the lease may be made.

Land Act 1915
section 79.

3. Every application to abandon part of an agricultural, a grazing or a selection purchase allotment shall be made in the form prescribed in Schedule 11 hereto.

Land Act 1915
section 49 sub-
section (3).

4. Any licensee of an agricultural or a grazing allotment or lessee of a selection purchase 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 or lease 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 12 hereto.

5. The Land Officer shall register in a book, in the form prescribed in Schedule 13 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.

6. Every application for the consent of the Board of Land and Works to substituted occupation under section 74 of the *Land Act 1915* shall be made in the form prescribed in Schedule 14 hereto.

7. The consent of the Board of Land and Works shall be given in the form prescribed in Schedule 15 hereto.

Land Act 1915
section 49 sub-
section (f).

8. At the expiration of the second, third, and fourth years of the currency of lease in the case of first and second class land, and at the expiration of the third year of the currency of lease in the case of third and fourth class land, the lessee shall forward to the Secretary for Lands a statement in the form prescribed in Schedule 16 hereto as to his performance of the condition of his lease as regards improvements.

NON-RESIDENTIAL.

9. Every application for a non-residential lease of a selection purchase allotment shall be in the form and accompanied by the declaration prescribed in Schedule 10 hereto, and shall be posted or delivered to the Land Officer for the district in which the land is situated. *Land Act 1915 section 50.*

10. Non-residential selection purchase leases shall be in the form and subject to the conditions prescribed in Schedule K hereto, and to such other exceptions reservations covenants and conditions as the Governor in Council may in any particular case direct. Schedules L and M hereto may be used as the case may require, and in such case any necessary alteration in the wording of the lease may be made.

11. At the expiration of each and every year of the first five years of the currency of lease in the case of first class land, and at the expiration of each year of the first three years in the case of second, third, or fourth class land, the lessee shall forward to the Secretary for Lands a statement in the form prescribed in Schedule 17 hereto as to his performance of the condition of his lease, as regards improvements. *Land Act 1915 section 50 sub-section (8).*

AGRICULTURAL OR GRAZING ALLOTMENTS AND SELECTION PURCHASE ALLOTMENTS.—CONVERSION.

12. Holders of residential or non-residential licences or selection purchase leases desiring to convert their residential licences or leases into non-residential selection purchase leases, or *vice versa*, shall apply in the form prescribed in Schedule 18 hereto, and the licensee or lessee shall pay a conversion fee of Ten shillings, and forward the receipt with his application. *Land Act 1915 section 52.*

LICENCES OR SELECTION PURCHASE LEASES WITH SPECIAL MINING CONDITION.

13. Every holder of a licence of an agricultural or grazing allotment or of a lease of a selection purchase allotment issued subject to the special mining conditions set forth in section 81 of the *Land Act 1915* shall, if the land comprised in such licence or lease 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:— *Land Act 1915 section 81 sub-section (4).*

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

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

LEASES AND CROWN GRANTS.

14. Every application by a residential or non-residential selection purchase lessee for a certificate of the Board to the effect that all the conditions and covenants of the lease during the first six years thereof have been complied with or for a Crown grant of the selection purchase allotment held by him under lease shall be made and shall be accompanied by a declaration in the form prescribed in Schedule 19 hereto. *Land Act 1915 section 48 sub-section (g).*

15. The fee for the preparation of a selection purchase lease shall be One pound.

ORDERS FOR THE DELIVERY OF CROWN GRANTS.

16. Every order by a lessee of an agricultural allotment or a grazing allotment or a selection purchase allotment authorizing any other person to obtain from the Governor in Council his Crown grant shall be given in the form prescribed in Schedule 20 hereto.

17. Approved orders to obtain Crown grants shall be registered in a book in the form prescribed in Schedule 21 hereto.

18. 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.

19. 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.

Land Act 1915
section 53.

20. Every applicant desiring to select a selection purchase allotment under perpetual lease shall apply in the form prescribed in Schedule 10 hereto, verified by a statutory declaration as stated therein, and shall post or deliver such application to the Land Officer for the district.

21. Perpetual leases for selection purchase allotments shall be in the form and subject to the conditions prescribed in Schedule N 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.

Land Act 1915
section 76.

22. Every application for the surrender of a lease or licence of an agricultural allotment or lease for a selection purchase allotment, and for the issue of a perpetual lease in lieu thereof, shall be made in the form prescribed in Schedule 22 hereto.

Land Act 1915
section 69.

Every application by a perpetual lessee to surrender his perpetual lease with a view to obtain in lieu thereof a selection purchase lease shall be made in the form prescribed in Schedule 23 hereto.

Land Act 1915
section 55
sub-section (8).

23. Every application for permission to transfer mortgage or sub-let a perpetual lease after expiry of six years from the date thereof shall be made in the form prescribed in Schedule 24 hereto.

TRANSFER OR MORTGAGE OF LEASES.

Land Act 1915
section 40
sub-section (2)
and section 55
sub-section (8).

24. Every application for consent of the Board of Land and Works to transfer a grazing area lease or a perpetual lease under the *Land Act 1898* the *Land Act 1901* or the *Land Act 1915* shall be made in the form prescribed in Schedule 24 hereto.

25. Every application for consent of the Board of Land and Works to sublet a grazing area lease or a perpetual lease under the *Land Act 1898* the *Land Act 1901* or the *Land Act 1915* shall be made in the form prescribed in Schedule 25 hereto.

26. Every application for consent of the Board of Land and Works to mortgage a grazing area lease or a perpetual lease under the *Land Act 1898* the *Land Act 1901* or the *Land Act 1915* shall be made in the form prescribed in Schedule 26 hereto.

27. The consent of the Board of Land and Works to the transfer of a grazing area lease under the *Land Act 1898* the *Land Act 1901* or the *Land Act 1915* shall be in the form prescribed in Schedule 27 hereto.

28. The consent of the Board of Land and Works to the mortgage of a grazing area lease under the *Land Act 1898* the *Land Act 1901* or the *Land Act 1915* shall be in the form prescribed in Schedule 28 hereto.

29. The consent of the Board of Land and Works to the subletting of a grazing area lease or a perpetual lease under the *Land Act 1898* the *Land Act 1901* or the *Land Act 1915* shall be in the form prescribed in Schedule 29 hereto.

30. The consent of the Board of Land and Works to the transfer or mortgage of a perpetual lease under the *Land Act 1898* the *Land Act 1901* or the *Land Act 1915* shall be in the form prescribed in Schedule 30 hereto.

31. The fee for every such consent shall be One pound.

32. The fee for a consolidated consent to transfer or mortgage two grazing area or perpetual leases shall be One pound two shillings.

33. The fee for a consolidated consent to transfer or mortgage, which embraces more than two (2) leases, shall be increased by the sum of Two shillings for each lease in excess of two (2).

VINEYARD, HOP-GARDEN, AND ORCHARD.

34. Any licensee or lessee of an agricultural allotment or a grazing allotment or a lessee of a selection purchase allotment having established and cultivated a vineyard, hop-garden, or orchard, and desiring to obtain under the provisions of section 170 of the *Land Act 1915* a Crown grant for the area so cultivated, not exceeding 20 acres, shall apply in the form prescribed in Schedule 31 hereto.

LIENS.

Land Act 1915
section 62.

35. The licensee of an agricultural allotment or a grazing allotment or the lessee of a selection purchase allotment desiring to register a lien on his improvements shall apply in the form prescribed in Schedule 32 hereto, and pay the prescribed fee.

36. A lien shall not be registered in the Crown Lands Office, Melbourne, unless all rents or fees due to date have except in cases of advances by "the Board of Land and Works or" the Lands Purchase and Management Board been paid, and 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.

37. Liens shall be executed, in duplicate, in the form prescribed in Schedule 33 hereto, or such other form as licensee and lienor may mutually agree upon.

38. Upon the application to register a 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.

39. The lien shall be indorsed upon the licence or lease in the form prescribed in Schedule 34 hereto.

40. The removal or discharge of any lien shall be notified to the Minister in the form prescribed in Schedule 35 hereto; and the licence or lease shall be forwarded forthwith. Upon receipt of such notice and licence or lease the indorsement on the licence or lease shall be cancelled and the lien noted as discharged in the register.

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

42. The memorandums of the charge upon the land by reason of such lien, when required to be indorsed on a Crown grant or lease before issue, shall be in the form prescribed in Schedule 36 hereto. Land Act 1915
section 65.

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

TRANSFER OF LIENS.

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

45. Every application to register the transfer of a lien shall be made in the form prescribed in Schedule 37 hereto, and accompanied by a statement in the form prescribed in Schedule 38 hereto, signed by the licensee or lessee, acknowledging his indebtedness to still exist to the amount set forth by the lien.

46. No transfer of a lien shall be recognised by the Minister until the transfer shall have been registered in the Crown Lands Office, Melbourne.

47. The transfer shall be indorsed upon the licence or lease, the lien, and the duplicate lien, in the form prescribed in Schedule 39 hereto.

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

Chapter V.—Auriferous Lands.

1. Every intending applicant under section 86 or section 88, *Land Act* 1915, 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.

2. 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.

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. Every application for a licence under section 86 or 88, *Land Act* 1915, shall be made in the form prescribed in Schedule 40 hereto.

5. Licences shall be in the form and subject to the conditions specified in Schedules O and P respectively 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 licence may bear such date and be subject to such other exceptions reservations covenants and conditions as shall meet the circumstances of any particular case.

6. The fee payable for a licence under section 86 *Land Act* 1915 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.

7. The licence-fee payable under section 88 *Land Act* 1915 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.

8. Upon the expiration of any licence under section 86 *Land Act* 1915 the Governor in Council 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 41 hereto, and such indorsement shall have to all intents and purposes the effect of a licence.

9. 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 42 hereto.

10. Every holder of a licence under section 86 *Land Act* 1915 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.

11. If a licensee under section 86 *Land Act* 1915 has paid in rent what he deems to be the value of the land he may apply in the form prescribed in Schedule 43 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. Every application for surrender of a licence under section 86 of the *Land Act* 1915 with a view to the issue in lieu thereof of a selection purchase lease as provided by section 87 of the *Land Act* 1915 shall be in the form prescribed in Schedule 44 hereto.

REGISTRATION OF LIENS.

13. Every application for permission to register a lien on a licence issued under section 86 or 88 of the *Land Act* 1915 or the corresponding section of any repealed Act shall be made in the form prescribed in Schedule 45 hereto.

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

15. The indorsement of the lien upon the licence shall be in the form prescribed in Schedule 46 hereto.

FEES AND CROWN GRANT.

16. The following fees shall be payable:—

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

17. Every application for a Crown grant of any lands licensed under section 88 of the *Land Act* 1915 shall be in the form prescribed in Schedule 47 hereto, and the certificate issued by the Board of Land and Works with respect to applications for Crown grants under Section 88 of the *Land Act* 1915 shall be in the form prescribed in Schedule 48 hereto.

Chapter VI.—Swamp or Reclaimed Lands.

1. Every application for a conditional purchase lease shall be in the form prescribed in Schedule 49 hereto.

2. Leases under section 110, *Land Act* 1915, for Swamp or Reclaimed lands, shall be in the form prescribed in Schedule Q 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. Every application for a perpetual lease shall be in the form prescribed in Schedule 49 hereto. *Land Act 1915 section 113.*

4. Every perpetual lease shall be in the form prescribed in Schedule R hereto.

5. Every conditional purchase lease shall be in the form prescribed in Schedule S hereto.

6. Every application for a Crown Grant of a Conditional Purchase Leasehold shall be made and shall be accompanied by a declaration in the form prescribed in Schedule 50 hereto.

7. The fee for preparation of a lease, or a conditional purchase lease, or a perpetual lease, shall be One pound.

Chapter VII.—Leases under Sections 125, 126, and 128 of the Land Act 1915.

1. Every application for a lease under section 125, or 126, or 128 of the *Land Act 1915*, or for a renewal under section 126 of the *Land Act 1915* of an existing lease, shall be made in the form prescribed in Schedule 51 hereto.

2. Every application for a lease under section 125 or 126 of the *Land Act 1915* 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 128 of the *Land Act 1915* 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 of 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 128, *Land Act 1915*, and of the purpose for which it is proposed to be granted shall, at the cost of the applicant, be published in four consecutive ordinary numbers of 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. The fee for the preparation of a lease shall be such sum as the Minister may in each case direct.

Chapter VIII.—Miscellaneous Licences.

(Section 129, *Land Act 1915*.)

1. Every application for a licence comprised in the first division shall be made in the form prescribed in Schedule 51 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. 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 52 hereto.

3. Licences for lime sites north of and adjoining the Botanical Gardens at Geelong shall be issued subject to the conditions prescribed in Schedule T¹ 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 Schedules T², T³, T⁴, T⁵, or T⁷ hereto, and to such other conditions as may be deemed necessary in any particular case.

4. Licences to occupy sites for saw-mills may be issued at an annual fee in each case of not less than Ten pounds. 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 Schedule T⁶ hereto, and to such other conditions as may be deemed necessary

in any particular case. 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.

5. Every application for a licence shall be made in the form prescribed in Schedule 51 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.

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 53 hereto and to the conditions specified in Schedule T⁸ hereto.

6. The special conditions set forth hereunder shall be added to Schedule T² hereto, and shall be inserted in every licence to which they may be deemed applicable :—

The licensee shall well and faithfully construct and lay down on the route allotted and approved for the purpose a tramway thoroughly safe and efficient for the carriage of timber or other forest produce, and shall maintain the same in a thoroughly safe and efficient condition.

On receiving written notice from any forest officer or bailiff of Crown lands to repair, alter, or renew any part of such tramway line, or of any bridge thereon, in order to insure safe efficient working, the licensee shall within 48 hours properly repair, alter, or renew such part of any such bridge, failing which the forest officer or bailiff of Crown Lands may, if the line or bridge is in a dangerous condition, require the licensee to cease using it for the carriage of timber or other forest produce until it has been put into a safe and proper condition.

The licensee shall at all reasonable times of which the Conservator of Forests shall be the judge, afford to other Crown licensees and permit holders where necessary in the opinion of the Conservator of Forests facilities for the carriage of timber or other forest produce over his licensed tramway to the nearest railway siding or depôt, and all charges by the licensee for carriage or running rights over said tramway shall be on a reasonable scale and subject to the approval of the Conservator of Forests.

7. The provisions of Chapter IV. of Part I. and Chapter II. of Part II. of these Regulations, except as hereinafter provided shall apply to applications under the first division, and licence-fees shall be payable quarterly in advance, unless otherwise specially provided.

8. Licences under Schedule 53 hereto shall be issued by the officers appointed by the Treasurer for that purpose.

9. The interest in a licence issued for any of the purposes specified in Schedule 52 hereto may be transferred, with the consent of the Minister, upon payment of a fee as specified hereunder, and a new licence may thereupon issue to the transferee, or the transfer may be indorsed on the current licence :—

	£	s.	d.
Where the rental is less than £1 per annum ...	0	10	0
Where the rental is not less than £1 per annum	1	0	0

10. Every application to purchase under the provisions of section 131 of the *Land Act* 1915 land held under section 129, *Land Act* 1915, 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 54 hereto.

11. Any licensee under section 129 of the *Land Act* 1915 or the corresponding section of any repealed Act whose application to purchase under section 131 of the *Land Act* 1915 cannot be allowed to proceed, in consequence of objections to the alienation of the land embraced by such application, shall be entitled, when the amount of rent paid in respect of such land is equal

to or in excess of the value thereof, as determined by an appraiser appointed by the Board of Land and Works, to remain in occupation at a nominal rent of 1s. per annum of such land, pending removal of objections to alienation thereof.

REGISTRATION OF LIENS.

12. Any licensee who desires to obtain a loan on the security of his improvements shall apply to the Minister in the form prescribed in Schedule 55 hereto, who may, if he thinks fit, consent to the licensee giving a lien in the form prescribed in Schedule 56 hereto, on condition that a building and other improvements to the combined value of not less than the amount of such lien be forthwith placed or effected on the land under licence.

13. Liens shall be executed in the form prescribed in Schedule 56 hereto.

14. Every application for permission to register a lien on a licence under section 129, *Land Act 1915*, for occupation of land as a site for a butter factory or creamery or as a site for a residence, garden, inn, store, smithy, or similar building, and not within the boundaries of any city shall be made in the form prescribed in Schedule 57 hereto.

15. A lien shall not be registered in the Crown Lands Office, Melbourne, unless all rents due to date have been paid, and a building and other improvements to the combined value of not less than the amount of the lien have been placed or effected on the land, which value shall be verified by a Bailiff of Crown Lands or other officer whom the Minister may appoint.

16. The indorsement of the lien upon the licence shall be in the form prescribed in Schedule 58 hereto.

17. A fee of Two shillings and sixpence shall be charged for registration of lien.

GRAZING LICENCES.—(SECTION 121, LAND ACT 1915.)

18. 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.

19. Every licence shall be in the form prescribed in Schedule U hereto, and shall be subject to the conditions prescribed therein and to such other conditions as may be considered necessary except in the case of the land known as Lake Buloke allotments the licences in respect of which shall be in the form prescribed in Schedule V hereto, and shall be subject to the conditions prescribed therein.

20. The following fees shall be payable :—

	s.	d.
For licence, duplicate licence, or renewal, except as set forth hereafter	5	0
Where the yearly rental does not exceed One pound the renewal fee shall be	1	0

21. Every application to transfer a licence shall be in the form prescribed in Schedule 59 hereto, and the fee for such transfer shall be Ten shillings.

BEE FARMS.

(Section 132 of the *Land Act 1915*.)

22. Every application for a site for a bee farm shall be made in the form prescribed in Schedule 60 hereto, and shall be forwarded, with a duty stamp for the sum of Two shillings and sixpence (2s. 6d.), to the Land Officer for the district, who shall, on receipt thereof, cancel such stamp.

23. No application, unless specially ordered, shall be remitted to a Local Land Board.

24. Licence-fees shall be payable yearly, in advance, unless otherwise specially provided.

25. No bee farm site shall be transferred or sublet without the previous consent, in writing, of the Minister, and payment of a fee of Ten shillings (10s.).

26. Every licence shall be in the form prescribed in Schedule W hereto, and shall be subject to such payment and such other conditions as may be fixed by the Minister.

BEE RANGE AREAS.

(Section 138 of the *Land Act 1915*.)

27. Every application for a licence for a bee range area shall be made in the form prescribed in Schedule 61 hereto, and shall be forwarded, with a duty stamp for the sum of Two shillings and sixpence (2s. 6d.), to the Land Officer for the district, who shall, on receipt thereof, cancel such stamp.

28. No application, unless specially ordered, shall be remitted to a Local Land Board.

29. Licence-fees shall be payable yearly, in advance, unless otherwise specially provided.

30. No bee range area shall be transferred or sublet without the previous consent, in writing, of the Minister and payment of a fee of Ten shillings (10s.).

31. Every licence shall be in the form prescribed in Schedule X hereto, and shall be subject to such other conditions as may be fixed by the Minister.

Chapter IX.—Miscellaneous.

APPLICATIONS FOR FORFEITURE.

1. Any applicant for the forfeiture of a lease or licence may 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 Act 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 (if any) 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 together with a recommendation.

APPLICATIONS TO PURCHASE.

(Section 175, *Land Act* 1915.)

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 175 of the *Land Act* 1915 the exclusive right of purchasing the land so held, shall apply in the form prescribed in Schedule 62 hereto.

5. A 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 prescribed in section 175 sub-section (1) of the *Land Act* 1915) 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 176, *Land Act* 1915.)

6. Every application to purchase under the provisions of section 176 of the *Land Act* 1915 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.

LAND VOUCHERS.

8. The Board of Land and Works may upon application of a lessee under section 47 of *The Land Act* 1862 or of a licensee under section 49 of *The Land Act* 1869, whose application to purchase under section 175 of the *Land Act* 1915 or the corresponding section of any repealed Act 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 175 of the *Land Act* 1915 or the corresponding section of any repealed Act), 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.

Chapter X.

RESUMPTION OF LAND FOR MINING PURPOSES AT THE INSTANCE OF A SUBJECT.

1. 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 grazing area, shall do so by addressing the Minister in the form or to the effect contained in Schedule 65 hereto.
2. Such resumption may be enforced under the 11th sub-section of section 40 of the *Land Act* 1915.
3. 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.
4. Such statement shall be in duplicate.
5. 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 40, *Land Act* 1915, 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.
6. 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.
7. 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.
8. 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.
9. On receipt of such counter statement or statements of the lessee or mortgagee the Minister may, if he be of opinion that such counter statement or statements is a sufficient answer to such application, inform all 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.
10. Should the Minister be of opinion that the counter statement or statements is or are 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.

11. 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 will be held, fix the amount of the valuation to be paid to the lessee.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

Chapter XI.

RESUMPTION OF LAND EXCEPT IN THE CASE OF LAND RESUMED FOR MINING PURPOSES AT THE INSTANCE OF A SUBJECT.

Application of Regulation.

1. Whenever under any Statute or under any grant, lease, or licence from the Crown a power is or purports to be conferred on, or reserved, or given to the Sovereign, or to the Governor, either in Council or otherwise, or to the Board of Land and Works, or to the Victorian Railways Commissioners, or to any other authority or person to resume any land for any purpose whatsoever, upon payment or tender of compensation either for the land taken or for any improvements thereon, and either, no means are provided or prescribed in the Statute conferring or instrument containing such reservation or giving such power, or otherwise, for ascertaining or regulating the form and method by which resumption is to be effected or brought about or by which the compensation is to be ascertained and arrived at, as the case may be, or the Statute or Instrument expresses or contemplates that such resumption is to be made, or such compensation to be ascertained in accordance with Regulations to be made by the Governor in Council, the resumption shall be made and effected, or the compensation (as the case may be) shall be ascertained, assessed, and arrived at (except where the proposed resumption is for mining purposes, which has been moved for by a private person, and to which case the provisions of paragraph 1 and the following paragraphs of Part II., Chapter X., of these Regulations are applicable) in the manner by these Regulations prescribed.

Resumption.

2. When any land, the subject of those Regulations, is required to be resumed for any purpose such resumption shall be effected by a proclamation by the Governor in Council published in the *Government Gazette* containing particulars of such land sufficient to identify it with exactness.

Compensation.

3. In case compensation is payable in connexion with the resumption of any land, either for the land or for any houses, fences, wells, reservoirs, tanks, dams, or other improvements erected or being thereon, the Minister for the time being administering the Land Act 1915 (hereinafter referred to as the "Minister") shall give notice as hereinafter provided to the person or persons entitled to payment of the compensation calling upon such person or persons to deliver to the person or authority named therein (hereinafter referred to as the "Respondent") at the address given, particulars of the compensation demanded in respect of the matters for which compensation can be claimed.

4. All notices required to be served upon a person or persons entitled to claim compensation on resumption may either be served personally on such person or persons or left at his, her, or their usual place of abode or business (if any such, after diligent inquiry, can be found), or in case any such person or persons be absent from Victoria, or cannot be found after diligent inquiry, may be left with the occupier of the land intended to be resumed, or if there be no such occupier, may be affixed upon some conspicuous part of such land.

5. If no agreement be come to between the Minister or Respondent and the person entitled to compensation within twenty-eight days after service of a notice to treat the question of the amount of compensation shall be referred to the determination of a Police Magistrate if not more than £200 is claimed, or to the determination of a Judge of the County Court if more than that sum is in question, such Police Magistrate or Judge, as the case may be (hereinafter referred to as the "Arbitrator") to be nominated, in writing, by the Solicitor-General for the time being on the request, in writing, of either the Claimant or of the Minister or of the Respondent.

6. The Arbitrator, after being notified by the Solicitor-General of his nomination, shall summon the Claimant and the Respondent to appear before him, at some time and place to be named in a summons issued for that purpose, and upon the appearance of such parties, or in the absence of either of them, upon proof of the due service of the summons, it shall be lawful for the Arbitrator to hear and determine the question and decide as to the amount of compensation to be paid to the Claimant, and for such purposes to examine the parties, or either of them, and their witnesses upon oath.

7. The Arbitrator shall, as soon as conveniently may be after he has determined the amount of compensation, deliver his award to the Minister, who shall forthwith notify the Claimant and (if the Minister be not the Respondent) also the Respondent of the effect of such award, and either party shall, on demand, be entitled to be furnished with a copy of such award.

8. Nothing in these Regulations contained shall prevent possession being taken of land required to be resumed by the Crown forthwith after service of the notice to treat and the Crown's right to resume shall not be postponed pending a settlement of any claim for compensation or such claim having been referred to an arbitrator hereunder.

Chapter XII.—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 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.

4. All amalgamated commons may be managed by the members for the time being of two or more of the before-mentioned councils. The Governor in Council may, however, place an amalgamated common under the management of one only of the before-mentioned councils, or under management of delegates from each council.

5. 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.

6. The Minister may nominate, for appointment by the Governor in Council, the persons who shall be managers of any common outside the boundaries of any municipality.

7. 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. 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.

9. 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.

10. 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.

11. The money derived from the fees received for the agistment 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 approaches to the common, and to any other purpose which the Board may consider desirable.

12. The managers of every common shall keep books in the forms prescribed in Schedule 66 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.

13. 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 67 hereto, and forward copy thereof to the Board.

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

15. 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.

16. 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.

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 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.

Chapter XIII.

SUMMARY OF FEES.

	£	s.	d.
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 held under lease or perpetual lease	1	0	0
For a lease of a selection purchase allotment	1	0	0
Fee for a consolidated consent to transfer or mortgage two grazing areas, perpetual or conditional purchase leases shall be	1	2	0
Fee for a consolidated consent to transfer or mortgage, which embraces more than two leases, shall be increased by the sum of Two shillings for each lease in excess of two	1	0	0
For a perpetual lease	1	0	0
For registration of a transfer of an agricultural or grazing allotment licence or a selection purchase lease during the first six years of the currency thereof by assignee or trustee in insolvency, or by executor or 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 registration of lien (selection purchase allotment)	1	0	0
For registration of transfer of lien (ditto)	1	0	0
For application for conversion (agricultural or grazing or selection purchase allotment)	0	10	0
For certificate of registration	0	5	0
For registration of application (sec. 129, <i>Land Act 1915</i>)	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 consent to transfer, mortgage, or sublet mallee block	1	0	0
For licence for auriferous lands (sec. 86, <i>Land Act 1915</i>)	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. 88, <i>Land Act 1915</i>)	0	10	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. 110, <i>Land Act 1915</i>)	1	0	0
For transfer of licence (sec. 129, <i>Land Act 1915</i>) where the yearly rental is less than £1	0	10	0
For transfer of licence (sec. 129, <i>Land Act 1915</i>), where the yearly rental is not less than £1	1	0	0
For registration of licence lien (sec. 129, <i>Land Act 1915</i>)	0	2	6
For transfer of licence for bee range area	0	10	0
For transfer of licence for bee farm	0	10	0
For grazing licence (sec. 121, <i>Land Act 1915</i>), or for each renewal thereof where the yearly rental exceeds One pound	0	5	0
For renewal of grazing licence (sec. 121), where the yearly rental does not exceed One pound	0	1	0
For transfer of grazing licence (sec. 121, <i>Land Act 1915</i>)	0	10	0
For lease under section 126 or 128, <i>Land Act 1915</i>	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
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 lease under sec. 125, <i>Land Act 1915</i> , or for any special deed, such sum as the Minister may in each case direct			

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

For fees for survey see Chapter IV., Part I.

SCHEDULE 1.—(CHAP. III., 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 roads and perches of land
 occupation. in the township of parish of
 Strike out the words county of sold as lot at the sale of
 "township of" if inap- Crown Lands held at on 19
 plicable. and on which the full amount of purchase money has not
 yet been paid, in consideration of the sum of
 Insert transferee's pounds paid to me by 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
 nine hundred and

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
 feree. 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 Sec-
 retary for Lands or a Justice of the Peace, Notary Public, Solicitor of the
 Supreme Court, or Commissioner for taking Affidavits, or a Perpetual Com-
 missioner, 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 affi-
 davits, or else the Mayor or other Chief Officer of any city or municipal cor-
 poration within the United Kingdom of 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 Sec- Appeared before me at , on the
 retary for Lands or other day of , One thousand nine
 authorized person tak- hundred and
 ing declaration of attest- the attesting witness to this instrument, and declared
 ing witness. 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* 1915 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.)

STATEMENT UNDER SECTION 150 OF THE "LAND ACT 1915."

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

150. Any person who, on making application for a lease of a grazing area, or selection purchase allotment, or for a licence for an agricultural or grazing allotment under the *Land Act* 1915, 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 to a penalty not less than Ten nor more than Fifty pounds, or to imprisonment with or without hard labour for a term of 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 Act 1915 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 1915 ? ...	

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

I, the undersigned, being an applicant under section _____ of the Land Act 1915 for a Licence for _____ acres of land situate in the parish of _____ in view of the provisions of section 150 of the Land Act 1915, 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—

Signature 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 3—(CHAP. III., PART 2.)

APPLICATION FOR A LEASE OF A GRAZING AREA UNDER THE LAND ACT 1915.

* Here state I, _____ of _____ name in full, hereby apply for a lease under the Land Act 1915 of the grazing place of abode, 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 at

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 pre-emptive 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, the <i>Land Act</i> 1901, or the <i>Land Act</i> 1915 by application or transfer? If so, state particulars When obtained? Where situated? Area? If still held by you?	

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.

SCHEDULE 4.—(CHAP. III., PART 2.)

APPLICATION TO SURRENDER WHOLE OR PART OF GRAZING AREA.

A. R. P.

Parish—
Allotment—
Section—

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.

Dated this _____ day of _____
Signature—
Postal address—

SCHEDULE 5.—(CHAP. III., PART 2.)

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

A. R. P.

Parish—
Allotment—
Section—

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, husband, or child*.*

Signature—
Postal address—
* Insert name in full.

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.

Declared before me, at _____
Signature—
in the State aforesaid, this _____ day of _____
in the year of our Lord One thousand nine hundred _____
Justice of the Peace in and for the
Bailiwick of the State of Victoria, or Commissioner for taking
Declarations and Affidavits.

SCHEDULE 6.—(CHAP. III., 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 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 _____ this _____ day of _____ in the presence of _____

SCHEDULE 7.—(CHAP. III., PART 2.)

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

Extent of land—

A. R. P.

Being the holder of a Grazing Area lease under 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 years, and performed the covenants of such lease, I hereby furnish the particulars set forth in the subjoined declaration:—

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 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 Act 1901 or the Land Act 1915.
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.	d.
	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.

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 * I hereby certify that this declaration was read to the declarant in my presence this _____ day of _____ where the applicant is a marksmen, 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 8.—(CHAP. III., PART 2.)

FORM OF UNDERTAKING TO COMPLY WITH CONDITIONS OF LICENCE TO CUT TIMBER ON A GRAZING AREA. PERMIT

Application having been made by me for the issue to me of a licence to cut and take away timber from allotment _____ held under grazing area _____ parish of _____, I hereby agree to and lease by _____ do now deposit the sum of £12 10s. with the Secretary for Lands, Melbourne, the same to be returned to me upon the certificate of the Bailiff of Crown lands 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. 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—
 Address—

Witness—
 Address—

SCHEDULE 9.—(CHAP. III., PART 2.)

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 \wedge) 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 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 10.—(CHAP. IV., PART 2, AND CHAP. I., PART 3.)

APPLICATION FOR A SELECTION PURCHASE ALLOTMENT.

Postal Address—

I* of hereby apply
for a Selection Purchase Lease (residential)
Perpetual Lease (non-residential)
of the allotment specified in the margin hereof and declare as follows :—
1. That I have selected under this and previous Acts acres ;
2. 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 ;
3. 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
second
or third class land ;
fourth
4. That I am not under eighteen years of age ;
5. That with respect to this application I am not an agent, or a servant of,
or a trustee for any other person ;
6. 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 ;
7. That I intend to occupy the allotment for my own use and benefit
solely ; and
8. 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, 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, furnish full particulars, giving section, Act, situation, and area If forfeited or disposed of, state reason	
3. Do you desire residential selection purchase lease under ordinary con- ditions 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.

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

*Here state name in full, place of abode, and occupation.
†If applicant has not selected he may strike out the words in italics.

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

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

Duty Stamp
5s.
uncancelled,
to be affixed here.
—
See Note below.

NOTE.—This application will NOT be received by the Land Officer unless accompanied by a 5s. Duty Stamp of the monetary value thereof.

SCHEDULE 11.—(CHAP. IV., PART 2.)

APPLICATION TO ABANDON PART OF AGRICULTURAL OR GRAZING ALLOTMENT OR SELECTION PURCHASE 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 licensee or mortgagee is transmitted herewith.

Dated this day of
Signature—
Postal address—

SCHEDULE 12.—(CHAP. IV., 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 or a lease for a selection purchase allotment* the land specified in the margin hereof, I hereby notify that it is my intention to be absent from the allotment so licensed or leased for a period not exceeding _____ commencing on _____ and terminating on _____

A. R. P. : : 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 Act, 1915.

Parish—

Allotment—

Section—

Dated this _____ day of _____

No. of licence— Signature—
lease— Postal address—

Date of licence— Witness—
lease—

SCHEDULE 13.—(CHAP. IV., PART 2.)

REGISTER OF NOTICES OF ABSENCE FROM SELECTION.

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

SCHEDULE 14.—(CHAP. IV., 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 or selection purchase allotment* specified in the margin, and held by me under *licence perpetual lease or selection purchase lease* and as I desire to be absent therefrom for the purpose of _____

A. R. P. : : I hereby apply for the consent of the Board of Land and Works to occupation in my stead for a period of _____ by my

Parish—

Allotment—

Section—

Dated this _____ day of _____

Signature—
Postal address—

* Insert name in full.

SCHEDULE 15.—(CHAP. IV., 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 or selection purchase lessee* of allotment _____ of section _____ parish of _____ is situated on such allotment hereby consents, for the purposes of the *licence or perpetual lease or selection purchase lease* thereof, to occupation from _____ day of _____ to _____ day of _____ inclusive, by _____ the *wife, child, mother, or father* of the said *licensee or perpetual lessee or selection purchase 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 16 (CHAP. IV., PART 2.)

DECLARATION BY RESIDENTIAL SELECTION PURCHASE LESSEE AS TO COMPLIANCE WITH IMPROVEMENT CONDITION.

Extent of land— I, _____, being the holder of a residential selection purchase lease to occupy the land specified in the margin, declare as follow :—

A. R. P. : : _____

Parish—

Allotment—

Section—

Date of licence—

lease.

* Insert year.

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 or any part of my interest therein.

3. That before the end of the _____ year from the commencement of the said licence or lease 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 have resided on or within five (5) miles of the said allotment since the day of _____ 19____.

5. That I now apply for a certificate in conformity with the provisions of the Land Act _____, and not in violation of any of them.

6. 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?						
	Is the land inclosed?						
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 Commissioner for taking Declarations and Affidavits.

* The magistrate's signature is only required here in cases where the applicant is a marksman, and can either 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 17.—(CHAP. IV., PART 2.)

DECLARATION BY NON-RESIDENTIAL SELECTION PURCHASE LESSEE AS TO COMPLIANCE WITH IMPROVEMENT CONDITION.

Extent of land— I _____ of _____, being the holder of a non-residential selection purchase lease to occupy the land specified in the margin declare as follow :—
 A. R. P. : : :
 Parish—
 Allotment—
 Section—
 Date of lease—
 * Insert year.

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 or any part of my interest therein.
3. That before the end of the _____ year from the commencement of the said lease 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 Act* 1915, 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?			
Is this land enclosed?			

Buildings.

Description.	Dimensions.	Materials.	Total Cost.
			£ s. d.

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 _____ Bailiff 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 _____ Bailiff of the State of Victoria, or Commissioner for taking Declarations and Affidavits.

SCHEDULE 18.—(CHAP. IV., PART 2.)

APPLICATION BY LICENSEE OR SELECTION PURCHASE LESSEE FOR CONVERSION.

Extent of land—
A. R. P. Being the holder of a licence or a selection purchase lease under the *Land Act* to occupy as an agricultural or a grazing allotment or a selection purchase allotment the land specified in the margin hereof, I hereby request that my present licence or lease may be converted into a non-residential or residential selection purchase lease.

Parish—
Allotment—
Section—
Date of licence—
Lease—
Signature—
Occupation—
Postal address—

DECLARATION BY LICENSEE OR LESSEE.

I _____ of _____ being the holder of a licence or selection purchase lease to occupy the above-mentioned allotment, declare as follows:—

1. That I have paid all fees due on the said licence or selection purchase 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 I have complied with all the other conditions of the said licence or lease.
4. That I make this application in conformity with the provisions of the *Land Act* 1915, 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?			

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 or
selection purchase lease?
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 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 19.—(CHAP. IV., PART 2.)

APPLICATION FOR CERTIFICATE OF THE BOARD OF LAND AND WORKS ON
CROWN GRANT OF A SELECTION PURCHASE ALLOTMENT.

Extent of Land—

A. R. P.

Parish—

Allotment—

Section—

Date of Lease—

Being the holder of a lease to occupy as a *selection purchase 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 lease, I hereby apply for the Certificate of the Board of Land and Works of compliance with the conditions and covenants during the first six years of such lease or for a Grant 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 *Land Act 1915*.

Signature—

Occupation—

Postal address—

DECLARATION BY LESSEE.

NOTE.—If the lessee 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 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 upon the said allotment, or within five miles thereof.
5. That before the end of the year from the commencement of the said lease 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 lease.
7. That I make this application in conformity with the provisions of the *Land Act 1915*, 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.	
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 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 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 selection 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.

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 workman, 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 20.—(CHAP. IV., 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—
Postal address—

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

SCHEDULE 21.—(CHAP. IV., 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 22.—(CHAP. IV., PART 2.)

APPLICATION FOR PERPETUAL LEASE IN LIEU OF *Lease* OR *Licence*.

Parish—
Allotment—
Section—
A. R. P. I hereby apply for permission to surrender my *lease* or *licence* in respect of the allotment specified in the margin 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?	

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 Commissioner for taking Declarations and Affidavits.

SCHEDULE 23.—(CHAP. IV., PART 2.)

APPLICATION TO SURRENDER PERPETUAL LEASE WITH A VIEW TO ISSUE OF A SELECTION PURCHASE LEASE.

I, _____ of _____ hereby apply for permission to surrender to His Majesty the King my perpetual lease of allotment _____ section _____ parish of _____ with a view to the issue to me of a selection purchase lease 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>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 ...	

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 24.—(CHAP. 1V., PART 2.)

APPLICATION FOR CONSENT TO TRANSFER A GRAZING AREA,
PERPETUAL LEASEHOLD, UNDER THE LAND ACT

County— Being the registered proprietor under the *Land Act*
of the *Grazing Area* specified in the
Parish— margin, and having paid all rents and fees due thereon, and
otherwise complied with all the covenants and conditions of
Allotment— the Lease thereof, I hereby apply for the con-
Area— sent in writing of the Board of Land and Works to the
transfer of the said *Grazing Area*
Perpetual Leasehold to
of
Signature—
Occupation—
Postal address—

Declaration.

I, of in the State of Victoria,
do solemnly and sincerely declare as follows:—

1. That chains of fencing have been erected on the said
Grazing Area Perpetual Leasehold of the value of per chain.

2. That other improvements upon the said *Grazing Area*
Perpetual Leasehold have been
made to the value of £

3. That my reasons for desiring to transfer are—

4. That the answers to the questions set forth hereunder disclose all my
transactions in connexion with Crown lands in the State of Victoria:—

Questions.

Replies.

Have you at any time obtained under lease or licence
from the Crown any other land in the State of
Victoria? If so, furnish full particulars of all
transactions and answer the following questions:—

When?
Under what section and Act?
Where situated?
Area?
Do you still hold the land so obtained?
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--

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

Declaration by Proposed Transferee.

I, of do solemnly and sincerely declare as
follows:—

1. 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 Act or Acts, exceed
acres of first, second, third, or fourth class land.

2. That I am not under eighteen years of age, and

3. That the replies to the questions set forth hereunder are true and correct
in every particular.

Questions.

Replies.

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

2. Have you obtained a *Grazing Area*
Perpetual Leasehold under
any *Land Act* by application or transfer? If so, furnish
full particulars of all transactions and answer the fol-
lowing questions:—

When?
Parish?
Area?
Do you still hold the land so obtained? If not, how
disposed of?

3. Have you at any time obtained under Lease or Licence
from the Crown any other land in the State of Victoria?
If so, furnish full particulars of all transactions and
answer the following questions:—

When?
Under what section and Act?
Where situated?
Area?
Do you still hold the land so obtained? If not, how dis-
posed of?

4. Why do you desire to acquire the land, the subject of
the foregoing application, and how do you propose to
utilize such land if transfer be sanctioned?

5. Have you had any experience in general farming or in
the rearing of stock? If so, state nature and extent of
such experience?

6. Do you own any sheep, cattle, or other stock I
state the number of each kind?

7. Can you, if required, furnish evidence of your financial ability to profitably work the land, the subject of the foregoing application?

8. Are you married? If so, how many are dependent on you? Where do you reside?

9. If married, state particulars of land held by wife or husband in fee simple or otherwise.

10. Do you intend to make your home on the land the subject of the foregoing application? If so, within what period?

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 _____

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 marksman and can neither read nor write.

SCHEDULE 25.—(CHAP. IV., PART 2.)

APPLICATION FOR CONSENT TO SUBLET A GRAZING AREA, PERPETUAL LEASEHOLD, UNDER THE LAND ACT.

County—

Being the registered proprietor under the *Land Act*

of the Grazing Area Perpetual Leasehold specified in the margin, and

Parish— having paid all rents and fees due thereon, and otherwise complied with all the covenants and conditions of the Lease

Allotment— thereof, I hereby apply for the consent, in Perpetual Lease

Area— writing, of the Board of Land and Works to sublet the said Grazing Area to _____ of Perpetual Leasehold for a term of _____ years at a rental of _____

Signature—

Occupation—

Postal Address—

Declaration.

I, _____ of _____ in the State of Victoria, do solemnly and sincerely declare as follows:—

1. That _____ chains of fencing have been erected on the said Grazing Area of the value of _____ per chain. Perpetual Leasehold

2. That other improvements upon the said Grazing Area Perpetual Leasehold have been made to the value of £ _____

3. That my reasons for desiring to sublet are—

4. That the answers to the questions set forth hereunder disclose all my transactions in connexion with Crown lands in the State of Victoria:—

Questions.

Replies.

Have you at any time obtained under lease or licence from the Crown any other land in the State of Victoria? If so, furnish full particulars of all transactions and answer the following questions:—

When?

Under what section and Act?

Where situated?

Area?

Do you still hold the land so obtained?

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 nine hundred and _____

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

Declaration by Proposed Sub-Lessee.

I, _____ of _____ hereby declare that I am not under eighteen years of age, and that the replies to the questions set forth hereunder are true and correct in every particular.

Questions.

Replies.

1. Do you own in fee simple any land in the State of Victoria? If so, state the number of acres and situation?
2. Have you obtained a Grazing Area Perpetual Leasehold under any Land Act by application or transfer? If so, furnish full particulars of all transactions and answer the following questions:—

When?

Parish?

Area?

Do you still hold the land so obtained? If not, how disposed of?

3. Have you at any time obtained under Lease or Licence from the Crown any other land in the State of Victoria? If so, furnish full particulars of all transactions, and answer the following questions:—

When?

Under what section and Act?

Where situated?

Area?

Do you still hold the land so obtained? If not, how disposed of?

4. Why do you desire to rent the land the subject of the foregoing application, and how do you propose to utilize such land, if sub-letting be sanctioned?

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
day of

in the State of Victoria, this
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 26.—(CHAP. IV., PART 2.)

APPLICATION FOR CONSENT TO MORTGAGE A GRAZING AREA PERPETUAL LEASEHOLD UNDER THE LAND ACT

Being the registered proprietor under the *Land Act*

County— of the Grazing Area Perpetual Leasehold specified in the margin, and
Parish— having paid all rents and fees due thereon, and otherwise complied with all the covenants and conditions of the Lease
Allotment— thereof, I hereby apply for the consent, in Perpetual Lease
Area— writing, of the Board of Land and Works to mortgage the said Grazing Area Perpetual Leasehold to
of _____
Signature—
Occupation—
Postal Address—

Declaration.

I, _____ of _____, in the State of Victoria, do solemnly and sincerely declare
(1) That _____ chains of fencing have been erected on the Grazing Area Perpetual Leasehold of the value of _____ per chain; (2) that other improvements upon the said land have been made to the value of £ _____; and
(3) that my reasons for desiring to mortgage 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.

Signature—

Declared before me, at _____ day of _____ in the State aforesaid, this _____ day of _____ in the year of Our Lord One thousand nine hundred and _____
Justice of the Peace in and for the Bailiwick of the State of Victoria, or Commissioner for taking Declarations and Affidavits.

SCHEDULE 27.—(CHAP. IV., PART 2.)

No. of Certificate.

*The Land Act*CERTIFICATE OF CONSENT OF BOARD OF LAND AND WORKS TO TRANSFER A
GRAZING AREA UNDER SECTION OF THE LAND ACT

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 Grazing Area comprising allotment section
parish of , and 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

President.
Member.

SCHEDULE 28.—(CHAP. IV., PART 2.)

No. of Certificate.

*The Land Act*CERTIFICATE OF CONSENT OF BOARD OF LAND AND WORKS TO MORTGAGE A
GRAZING AREA UNDER SECTION OF THE LAND ACT

Office of the Board of Land and Works, Melbourne.

This is to certify that the Board of Land and Works has consented to the
Mortgage by of
of the Grazing Area comprising allotment section
parish of , and 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—

President.
Member.

SCHEDULE 29.—(CHAP. IV., PART 2.)

No. of Certificate.

*The Land Act*CERTIFICATE OF CONSENT OF BOARD OF LAND AND WORKS TO SUBLET A
GRAZING AREA PERPETUAL LEASEHOLD UNDER SECTION OF THE LAND ACT

Office of the Board of Land and Works, Melbourne.

This is to certify that the Board of Land and Works has consented to the
Subletting by of

of the Grazing Area comprising allotment section
Perpetual Leasehold and containing acres
parish of roads perches, to
of

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

President.
Member.

SCHEDULE 30.—(CHAP. IV., PART 2.)

No. of Certificate.

*The Land Act*CERTIFICATE OF CONSENT OF BOARD OF LAND AND WORKS TO TRANSFER OR
MORTGAGE A PERPETUAL LEASEHOLD UNDER SECTION OF THE
LAND ACT

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

of the Perpetual Leasehold comprising allotment section
parish of roads perches to and containing acres
of

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

President.
Member.

SCHEDULE 31.—(CHAP. IV., PART 2.)

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

Being the "lessee of a selection purchase
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.					
All other Improvements.					
Description.					
Total Cost £					

SCHEDULE 32.—(CHAP. IV., PART 2.)

APPLICATION TO REGISTER A LIEN.

Parish— Being the holder of a lease No. , under
 Extent of land— section of the *Land Act* to occupy the land
 A. R. P. specified in the margin hereof, having effected improvements
 : : to the value of £ , as set forth in the subjoined
 Date of lease— declaration, I hereby apply to register a lien on
 licence— the said improvements in favour of of for
 the sum of £

Signature—
 Occupation—
 Postal address—

DECLARATION BY LESSEE
LICENSEE.

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

1. That I have paid being all fees due on the said lease 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 lease.
4. That I make this application in conformity with the provisions of the *Land Act* 1915, 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?			
Cultivation.			
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.

Signature—

Declared at _____ in the State of Victoria, this _____ day of _____ 19____, 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 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. IV., PART 2.)

FORM WHICH MAY BE USED AS A LIEN ON IMPROVEMENTS.

I, _____ of _____ being the holder of a lease No. _____, to occupy the (agricultural or grazing or selection purchase) allotment specified in the margin hereof, in consideration of £ _____ which I have this day 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.

Dated this _____ day of _____

Witness— _____

Signature— _____

SCHEDULE 34.—(CHAP. IV., PART 2.)

LIEN.

A lien on the improvements made on the land represented in this licence or lease 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 35.—(CHAP. IV., PART 2.)

I, _____ of _____ being registered
as the holder of a _____ lien for the sum of _____ pounds on the
improvements made on the _____ leased holding of _____
being _____ acres _____ roods _____ perches in the
parish of _____ hereby notify that the said _____
discharged and desire that the registration may be cancelled. lien has been

Dated this _____ day of _____

Signature—

Occupation—

Postal address—

Witness to signature—

SCHEDULE 36.—(CHAP. IV., PART 2.)

ENCUMBRANCES.

Description.	Names of the Parties thereto.	Amount.
Lien—		

SCHEDULE 37.—(CHAP. IV., PART 2.)

APPLICATION TO REGISTER TRANSFER OF

LIEN.

I, _____ of _____ being the holder
of a registered _____ lien on the improvements effected on the _____ leased 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 _____ lien to _____ of _____ and apply for registration of
such transfer.

I forward herewith _____ lease No. _____ and lien for indorsement of transfer.
licence

Dated this _____ day of _____

Signature—

Postal address—

Witness—

ACCEPTANCE OF TRANSFER OF

LIEN BY PROPOSED TRANSFEREE.

I, _____ of _____ hereby accept the
transfer of the above-mentioned _____ 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 _____ lien is One pound
which must be paid at the time of making the application.

SCHEDULE 38.—(CHAP. IV., PART 2.)

I, _____ of _____ being the holder of a _____ lease to
occupy as a selection purchase _____ allotment the land comprised in
an agricultural or grazing _____ section containing _____
allotment _____ acres in the parish of _____ upon the improvements on which I have
executed a _____ 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 39.—(CHAP. IV., 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 _____

19

Secretary for Lands

October 21, 1915

4022

Victoria Gazette

SCHEDULE 40.—(CHAP. V., PART 2.)

APPLICATION FOR A LICENCE UNDER THE 86TH OR 88TH SECTION OF THE
LAND ACT 1915.

IN pursuance of the *Land Act* 1915, I, _____ of _____ being of the full age of eighteen years, do hereby apply for a licence under the 86th or 88th 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—		Land Officer.
A. R. P.		

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 22, *Land Act* 1891, or Section 103 or 106 of the *Land Act* 1901, or Section 86 or 88 of the *Land Act* 1915? ...

If now or previously the holder of any licence under any *Land Act*, state particulars ...

Do you propose to reside on the land applied for ...
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 Five shillings (5s.) duty stamp, or the monetary value thereof.

SCHEDULE 41.—(CHAP. V., PART 2.)

SECTION _____, LAND ACT 1915.

This licence has been renewed for a period of twelve months from the _____, to the _____, *vide* Government Gazette of _____, page _____, Crown Lands Office, Melbourne.
Date _____

Officer authorized to grant Renewals.

SCHEDULE 42.—(CHAP. V., 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 TRANSFERREOR.

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.	
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 TRANSFERREE

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*, section 65, *Land Act 1890*, or section 103, *Land Act 1901*, neither do I hold nor have I applied for a licence under section 86, *Land Act 1915*, 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> ; or sec. 86 <i>Land Act 1915</i> ; if so, state particulars?	

Questions.	Statements in reply.
State whether you are married or single	
If married state area held by wife or husband in fee simple or otherwise	

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 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 43.—(CHAP. V., PART 2.)

APPLICATION FOR APPRAISEMENT OF LAND OCCUPIED UNDER SECTION _____, LAND ACT 19 _____

A. R. 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 _____ of the *Land Act* 19 _____, 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 44.—(CHAP. V., PART 2.)

APPLICATION FOR SURRENDER OF A LICENCE UNDER SECTION 86 OF THE LAND ACT 1915 WITH A VIEW TO THE ISSUE OF A SELECTION PURCHASE LEASE.

Parish—

I hereby apply for permission to surrender to His Majesty the King my licence in respect of the allotment specified in the margin hereof, with a view to the issue in lieu thereof a selection purchase lease.

Section—

AREA.

A. R. P.

Date of Licence—

State here whether you desire the selection purchase lease under residential or non-residential clause.

State whether you require the residential selection purchase lease ante-dated and 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>bond 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 licence? ...	
3. If question 2 be answered in the negative, state the allotment on which you have resided and the period since date of licence? ...	
4. State generally nature and value of improvements effected on the allotment	
5. Have all rates due to date been paid? If so, furnish Municipal Certificate ...	
6. 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 _____ 19 _____, before me _____ Justice of the Peace in and for the Balliwick of the State of Victoria, or Commissioner for taking declarations and affidavits.

SCHEDULE 45.—(CHAP. V., PART 2.)

LICENCE LIEN FOR AURIFEROUS LANDS.

Being desirous to obtain a loan of £ upon the security of my licence, held under section of the *Land Act*, No. , representing acres of roods perches, in the parish of which 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 46.—(CHAP. V., 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 47.—(CHAP. V., PART 2.)

APPLICATION FOR CROWN GRANT.—SECTION 88, *Land Act* 1915.

Extent of Land : Having complied with the conditions and covenants of my licence under section 88 of the *Land Act* 1915 in respect of the Crown land 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.

A. R. P.
Parish—
Allotment—
Section—

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.
	Is the land all enclosed according to its licensed boundaries?			£ 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.		
		£	s.	d.
	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? ...

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.

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 48—(CHAP. V., PART 2.)

No. of Certificate.
CERTIFICATE UNDER SECTION 88 OF THE LAND ACT 1915.
Office of the Board of Land and Works,
Melbourne.

This is to certify that the licensee under section 88 of the *Land Act* 1915, 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 49.—(CHAP. VI., PART 2.)

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

* Here state I, _____ of _____ place of abode, hereby apply for a *perpetual* lease of the land described hereunder. *conditional purchase*

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—		Date and hour of receipt of application } Report—
Parish—		Date of transmission of order to survey to authorized surveyor } Land Officer
Allotment—		
Section—		
acres. roods. perches.		
Extent—		at _____

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? ...	

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 5s. duty stamp or the monetary value thereof.

SCHEDULE 50.—(CHAP. VI., PART 2, AND CHAP. II., PART 5.)

APPLICATION FOR CROWN GRANT OF A CONDITIONAL PURCHASE LEASEHOLD.

Extent of Land—
A. R. P. _____ Being the holder of a conditional purchase leasehold to occupy the land specified in the margin hereof, and having occupied the said land for a period of at least six years, and having complied with all the covenants and conditions of such lease, I hereby apply for a Grant 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 *Land Act 1915*.

Parish—
Allotment—
Section—
Date of Lease—

Signature—
Occupation—
Postal address—

DECLARATION BY LESSEE.

NOTE.—If the lessee 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 conditional purchase lease to occupy the above-mentioned land, 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 land 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 land 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 land.
5. That before the end of the _____ year from the commencement of the said lease I made upon the said land 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 Act 1915* 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.	
Water storage:—	Description.	Dimensions, &c.	Total Cost.	
			£ s. d.	
	Dam			
	Tank			
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 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 your 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 19... 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 51.—(CHAPS. VII. AND VIII., PART 2.)

I, ... of ... hereby apply for a licence or lease under the Land Act 1915, 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 perches. Extent—	

Signature—
Occupation—
Postal address—

SCHEDULE 52.—(CHAP. VIII., PART 2.)

SECTION 129, LAND ACT 1913.—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 the position and area of which to be approved by the Minister.
For obtaining and removing stone	To be 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	To enter upon Crown lands not exceeding two acres in extent in a position approved by the Minister.
For obtaining and removing stone from Crown lands at Footscray, Yarraville, and Spotswood	£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.
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 the position and area of which to be 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 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 or parish of Barongarook.
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 to be fixed by the Minister, but not less than £1 per annum	To enter upon Crown lands the position and area of which to be approved by the Minister.
For working areas of sludge deposits for the purpose of manufacture thereof	To be fixed by the Minister	To enter upon Crown lands the position and area of which to be 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.

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 bathing-places or for boat-jetties	To be fixed in each case by the Minister, but when the 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 £2 per annum, payable quarterly in advance	
For a site for residence purposes only within the boundaries of the township of Serviceton	£1 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 an inn, store, smithy, bakery, or similar building within the boundaries of the township of Serviceton.	£3 per annum, payable quarterly in advance	
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 Ballaarat	Two shillings and sixpence (2s. 6d.) 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 Commercialghip	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 53.—(CHAP. VIII., 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, El Dorado, Everton, Mudgegongga, Murmungee, 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.
For removal of sand from unappropriated Crown lands within Sandridge Bend	2s. per load, payable in advance, without back loading or 1s. 6d. per load if a load of filling material be brought into the sand ground by the person who desires such a permit	<ol style="list-style-type: none"> 1. Every person wishing to remove sand shall, on entering the sand ground, pay to the caretaker two shillings for each load, unless back loading of approved material be delivered where directed, in which case the charge shall be one shilling and sixpence, and shall, on payment of that charge, receive a "sand permit" for each load. 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. 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. 4. No person shall be allowed to remove sand from the area known as the Danger Zone of the Port Melbourne Rifle Range on Wednesday or Saturday, nor after the hour of 1 p.m. on Monday, Tuesday, Thursday, and Friday of any week. 5. No sand shall be removed for purposes of reclamation or filling up. 6. Sand shall be removed only from the area set apart for that purpose. 7. 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. 8. Every such person shall, before departure from the sand ground, surrender his "sand permit" to the caretaker or his deputy. 9. 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 bailiff of Crown lands or police constable to appear before justices of the peace to answer for such offence. 10. The caretaker shall decline to issue a "sand permit" to any person who may be guilty of any breach of these regulations. 11. Any person convicted of illegally procuring sand from Crown lands shall be excluded from the sand ground for the periods set forth hereunder, as the case may require—1st offence, one (1) month; 2nd offence, three (3) months; 3rd offence, six (6) months

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—		
Sand ...	5s. per week, payable in advance, unless otherwise specified	
Gravel ...	Ditto ...	
Salt ...	Ditto ...	
Loam ...	Ditto ...	
Shells ...	Ditto ...	
Seaweed ...	£2 10s. per quarter, £5 per half-year, £10 per annum respectively, payable in advance	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 Moorlap 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
For digging and taking away gravel from Crown lands within the Shire of Melvor 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 Bendigo or shire of Strathfieldsaye	2s. 6d. per week, 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 sand, loam, and gravel from Crown lands within the parishes of Beechworth, Bruarong, Byawatha, El Dorado, Everton, Mudgegongga, Murnungee, Stanley, Tarrawingee, Woolshed, and Woorragas	Ditto ...	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, 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 township of Numurkah	Ditto ..	
For removal of sand from that portion of the Coast Reserve extending from the south-east 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	The licence shall be available for one person only, using one cart.
For removal of sand from Crown lands at Warrnambool	5s. per quarter, payable in advance	
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	
For any other purpose	To be fixed by the Minister	To be stated in licence.

SCHEDULE 54.—(CHAP. VIII., PART 2.)

SECTION 131, LAND ACT 1915.—APPLICATION TO PURCHASE.

Extent of Land.
A. R. P.

Parish—

Allotment—

Being the holder of a licence under section 129 of the *Land Act 1915* 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 is 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 1890</i> or section 145 of the <i>Land Act 1901</i> or section 129 of the <i>Land Act 1915</i> ? 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.

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 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 55.—APPLICATION FOR SANCTION OF LICENCE LIEN.

Being desirous to obtain a loan of £ upon the security of my licence held under section 129 of the *Land Act 1915*, No. for the purpose of representing acres roods perches in the of which of has agreed to advance me, to be repaid by me with interest on or before the day of 19, 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 authorize you to transfer the said licence and all my right, title, and interest thereunder to such person as may be recommended by the said and approved by you, at any time after the day of 19

Dated this day of
Signature—
Postal address—Witness to signature of—
The Honorable the Minister of Lands.

SCHEDULE 56.

FORM WHICH MAY BE USED AS A LICENSEE'S LIEN ON HIS IMPROVEMENTS.

I, of , being the holder of a licence No. under section 129 of the *Land Act 1915*, to occupy the area specified in the margin hereof, do hereby give to a preferable Lien (to the extent of the sum of £ and the interest hereinafter mentioned) on all my improvements on the said area; and it is hereby agreed that the said shall be entitled to interest at the rate of per centum per annum on such sum of £, which shall be repaid on the day of 19, and the interest aforesaid shall be payable from the date hereof.
Dated this day of 19

Witness

SCHEDULE 57.

APPLICATION TO REGISTER A LICENCE LIEN.

Being the holder of a Licence No. under section 129 of the *Land Act 1915*, to occupy the land specified in the margin hereof, and having effected improvements to the value of £ as set forth hereunder, I hereby apply to register a lien on the said improvements in favour of for the sum of £, and I hereby state on my honour that the replies to the following questions are true and correct in every particular:—

- | | |
|--|----------|
| Questions. | Replies. |
| 1. Have you resided here continuously? | |
| 2. Have you any other place of abode?
If so, where? | |
| 3. If the condition of residence has not been complied with, state the reason. | |

DETAILS OF IMPROVEMENTS.

Buildings.

Description.	Dimensions.	Materials.	Total Cost.		
			£	s.	d.
<i>Fencing.</i>					
Description thereof.	No. of Chains.	Cost per Chain.			
<i>Water Storage.</i>					
Description.	Dimensions, &c.				
Dam					
Tank					
Well					
<i>All other Improvements.</i>					
Particulars of Nature and Cost.					
<i>Cultivation.</i>					
Number of acres ploughed and cultivated.	Cost per Acre.	Nature of Crop.			
Total Cost of Improvements			£		

Signature
Occupation
Address

SCHEDULE 58.—(CHAP. VIII., 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 _____, has this day been registered in the Crown Lands Office, Melbourne.

Dated this _____ day of _____ 19 _____.

Secretary for Lands.

SCHEDULE 59.—(CHAP. VIII., PART 2.)

LICENCE (SEC.)—APPLICATION TO TRANSFER.*

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

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—

* The fee for registration of transfer is £1.

SCHEDULE 60.—(CHAPTER VIII., PART 2.)

I, _____ of _____
hereby apply for a licence under Section 132 of the *Land Act* 1915 to
occupy the land hereunder described as a site for a bee farm.

Situation and Area of Land applied for.			State accurately Position (without survey) of the Site applied for.
County			
Parish			
Allotment			
Section			
Extent—			
Acres	Roods.	Perches.	
Questions.			Replies.
Are you at the present time the holder of a licence of a bee farm site? If so, give par- ticulars of area and situation.			
Have you any interest, direct or indirect, in any licence of a bee farm site?			
Do you desire to fence in the site applied for? If so, are you prepared to pay the cost of the necessary survey?			
Does the site applied for form portion of any grazing area leasehold? If so give particulars.			
How far is the site applied for from the nearest bee farm site?			
Do you desire a permit to occupy forthwith? ...			

Dated this _____ day of _____

Affix Duty Stamp,
2s. 6d.
Not to be cancelled.

Signature
Occupation
Postal Address

NOTE.—This application will not be received by the Land Officer unless
accompanied by an uncanceled duty stamp of Two shillings and sixpence,
which should be affixed here.

SCHEDULE 61.—(CHAPTER VIII. PART 2.)

I, _____ of _____
hereby apply for a licence under Section 138 of the *Land Act* 1915 for a bee
range area.

Questions.	Replies.
Are you at the present time the holder of a licence for a bee range area? If so, give par- ticulars.	
Have you any interest, direct or indirect, in any licence for a bee range area?	
Do you hold a bee farm licence, or is your apiary situated on private property? In either case, give particulars of parish and situation.	
Is a site held by any person or company under a bee farm licence situated within a distance of two miles of your apiary?	

Dated this _____ day of _____

Affix Duty Stamp,
2s. 6d.
Not to be cancelled.

Signature
Occupation
Postal Address

NOTE.—This application will not be received by the Land Officer unless
accompanied by an uncanceled duty stamp of Two shillings and sixpence,
which should be affixed here.

SCHEDULE 62.—(CHAP. IX., PART 2.)

APPLICATION TO PURCHASE.—SECTION 175, LAND ACT 1915.

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
47th section

Parish— of *The Land Act* 1869, erected buildings or other improve-
1862, ments, and having been in possession of the said Crown

Allotment— lands during a period of at least two years and a half,
and having complied with the conditions of such licence,

Section— I hereby apply to exercise the exclusive right of pur-
chasing the land on which such buildings or other
improvements have been erected, at a price to be deter-
mined 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.

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.
	Is the land all enclosed according to its licensed boundaries?			£ 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 im- provements:—	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 culti-
vation?

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

Strike out the unnecessary words and figures.

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. IX., PART 2.)

APPLICATION TO PURCHASE.—FOREST LANDS.

(Section 176, *Land Act 1915*.)

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:—

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. IX., PART 2.)

Victoria.

LAND VOUCHER UNDER ACT _____, SECTION _____
 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 _____ 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.

Date of Payment.	To whom paid.	Where paid.	Amount.
			£ s. d.

SCHEDULE 64.—(CHAP. IX., PART 2.)

TRANSFER.

I, _____ of _____ in the State 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 State 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 _____ roods _____ 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 _____

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. XII., 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 management 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.				£ s. d.	£ s. d.
		Carried forward					Carried forward		

SCHEDULE 67.—(CHAP. XII., 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.

Cr.

Receipts.					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.—(CHAP. II., PART 1.)

Ordinary Crown Grant.

Sections 89, 131, and 172 *Land Act 1915.*

Section 45 *Mines Act 1915.*

Sections 481 and 485 *Local Government Act 1915.*

Entered in the Register Book.
Vol. Fol.

Assistant Registrar of Titles.

GEORGE V., by the Grace of God of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas King Defender of the Faith, Emperor of India, 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 1915* 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

the measurements and abutments thereof in the map drawn in the margin of these presents and therein coloured yellow. Provided nevertheless that the grantee shall be entitled to sink wells for water and to the use and enjoyment of any wells 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 nevertheless unto us our heirs and successors all gold and silver and auriferous and argentiferous earth and 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 or under or 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 licensees 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 lying in upon or 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 168 of the *Land Act 1915*. 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 on which the holder of a miner's right or of a mining or mineral lease had at the date of these presents the right to mine for gold and silver in and upon Crown lands. Provided that compensation shall be paid to the said h heirs executors administrators assigns and transferees by such person for surface damage to be done to such lands by reason of mining thereon such compensation to be determined as provided for the time being by law for the case of land resumed for mining purposes and the payment thereof to be a condition precedent to such right of entry.

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

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 Governor in and over the said State
of Victoria and its Dependencies in the Commonwealth of Australia,
(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 19 , at o'clock in the noon.		

SCHEDULE B.—(CHAP. II., PART 1.)

Entered in the Register Book,
Vol. Fol.

Section 175
sub-section (2)
Land Act 1915.

Assistant Registrar of Titles.

GEORGE V., by the Grace of God of the United Kingdom of Great
Britain and Ireland and of the British Dominions beyond the Seas
King Defender of the Faith Emperor of India 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 ha
in consideration of the sum of which sum has been duly paid
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 1915 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 delineated with the measurements
and abutments thereof in the map drawn in the margin of these presents and
therein coloured yellow Provided nevertheless that the grantee
shall be entitled to sink wells for water and to the use and
enjoyment of any wells or springs of water upon or within the
boundaries of the said land for any and for all purposes as
approximately though he held the land without limitation as to depth Ex-
plan. The mea- cepting nevertheless unto us our heirs and successors all gold
srements are and silver and auriferous and argentiferous earth and stone
in links.

and 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 or 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 licensees 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 minerals and mineral
ores and to work dispose of and carry away the gold silver copper tin antimony
coal metals minerals and their ores lying in upon or 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 168 of the *Land Act 1915* 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 on which
the holder of a miner's right or of a mining or mineral lease had at the
date of these presents 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 from 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 1915*.

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
Governor in and over the said State of Victoria
and its Dependencies in the Commonwealth of Australia.

(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 1 at o'clock in the noon.		

Section 118
Land Act 1915.

SCHEDULE C.—(CHAP. II., PART 1.)

Entered in the Register Book,

Vol. Fol.

Assistant Registrar of Titles.

GEORGE V., by the Grace of God of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas King Defender of the Faith Emperor of India 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 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 law for the time being governing the sale of Crown lands We do hereby grant subject to the condition hereinafter contained 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 abutments thereof in the map drawn in the margin of these presents and therein delineated with the measurements and coloured yellow subject to the condition that the owner or

NOTE.—The bearings owners of the land for the time being keeps or keep open all canals ditches drains cuts channels water-courses sewers and works thereon to the satisfaction of the Board of Land and approximately Works and keeps or keep open and free from obstruction and given on this to the satisfaction of the said Board portions of any drains plan. The mea- adjacent to the said land and upon any road or reservation surments are in abutting or bounding the same or any part thereof and within links. a distance of not more than one hundred and thirty-two feet

from such part Provided nevertheless that the grantees shall be entitled to sink wells for water and to the use and enjoyment of any wells 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 or under or 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 licensees 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 lying in upon or 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. And also reserving and excepting to us our heirs and successors and to the said Board whenever we they or it are or is of opinion that it is necessary for the effective draining of any other land the right to grant upon such terms and conditions and subject to such qualifications as we they or it think or thinks fit authority to the owner or occupier of such other land to cut and use a drain through the land hereby granted such drain to run parallel with and within ten links where practicable of a boundary line of the land hereby granted and in respect to which drain the owner or owners for the time being of the land hereby granted shall not be entitled to receive or be paid any compensation by reason of the cutting or using of the same by the owner or occupier of such other land 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 168 of the Land Act 1915 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 licensee 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 date of these presents the right to mine for gold and silver in and upon Crown lands Provided that compensation shall be paid to the said

h heirs executors administrators assigns and transferees by such person for surface damage to be done to such lands by reason of mining thereon such compensation to be determined as provided by law 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 nine hundred and 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 in and over the said State of Victoria and its Dependencies in the Commonwealth of Australia

(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 19 , at o'clock in the noon.		

SCHEDULE D.—(CHAP. II., PART 1.)

Entered in the Register Book.

Vol. Fol.

Assistant Registrar of Titles.

GEORGE V., by the Grace of God of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas King Defender of the Faith Emperor of India 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 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 law us enabling in that behalf 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 delineated with the measurements and abutments thereof in the map drawn in the margin of these presents and therein coloured yellow Provided nevertheless that the grantee shall be entitled to sink wells for water and to the use and enjoyment of any wells or springs of water upon or within the boundaries of the said land for any or 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 or under or 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 licensees 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 lying in upon or 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 on the like terms under the like conditions and in the like events as the same might have been resumed for such purposes under the law in force at the date of these presents 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 date of these presents the right to mine for gold and silver in and upon Crown lands Provided further and this Grant is upon this express condition that neither the grantee nor any one claiming from through or under him shall claim or be entitled to any compensation in respect of damage to be done to the land hereby granted or to any part thereof or to any improvements thereon by mining therein or thereon within the meaning of the *Mines Act 1915* or of any Act for the time being in force relating to mining or by the cutting or removing of any live or dead timber The measurements thereon or therefrom for mining purposes within the meaning of the said Act or for any purpose authorized by the said Act.

Grants bearing special mining conditions.

Sections 89, 181, and 172 Land Act 1915.

Section 45 *Mines Act 1915*

Section 481 *Local Government Act 1915*

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

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 Governor in and over the said
State of Victoria and its Dependencies.

(L.S.)

Memorial of Instruments.

Nature of Instrument.	Time of its Production for Registration.	Names of the Parties to it.	Number or Symbol thereon.
	The day of 19 , at o'clock in the noon.		

Ordinary
selection
purchase grant.
Section 49
Land Act 1915.

SCHEDULE E.—(CHAP. II., PART 1.)

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

GEORGE V., by the Grace of God of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas King Defender of the Faith Emperor of India 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 ha in consideration of the sum of which sum has been duly paid 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 1915* We do hereby grant unto n 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

delineated with the measurements and abutments thereof in the map drawn in the margin of these presents and therein coloured yellow Provided nevertheless that the grantee shall be entitled to sink wells for water and to the use and enjoyment of any wells 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 nevertheless unto us our heirs and successors all gold and silver and auriferous and argentiferous earth and 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 or under or 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 licensees 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 lying in upon or 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 168 of the *Land Act 1915* 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 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 on which the holder of a miner's right or of a mining or mineral lease had at the date of these presents the right to mine for gold and silver in and upon Crown lands. Provided that compensation shall be paid to the said h heirs executors administrators assigns and transferees by such person for surface damage to be done to such lands by reason of mining thereon such compensation to be determined as provided for the time being by law for the case of land resumed for mining purposes and the payment thereof to be a condition precedent to such right of entry.

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

Dated the day of in the year of our Lord
One thousand nine hundred and 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 in and over the said State
of Victoria and its Dependencies in the Commonwealth of Australia.

(L.S.)

SCHEDULE F.—(CHAP. II., PART 1.)

Entered in the Register Book, Vol. Fol.

Assistant Registrar of Titles.

Selection
purchase grant.
Section 49
Land Act 1915.

GEORGE V., by the Grace of God of the United Kingdom of Great Britain
and Ireland and of the British Dominions beyond the Seas King Defender of
the Faith Emperor of India 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 ha in consideration of the sum of which
sum has been duly paid 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 law Us enabling in that behalf 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

delimited with the measurements and abutments thereof in the map drawn in
the margin of these presents and therein coloured yellow Provided neverthe-
less that the grantee shall be entitled to sink wells for water and to the use
and enjoyment of any wells 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 or
under or 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 licensees 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 lying in upon or 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

h heirs and assigns for ever

Provided always that the said land is and shall be subject to be resumed for
mining purposes on the like terms under the like conditions and in the like
events as the same might have been resumed for such purposes under
the law in force at the date of these presents 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

Notes.—The bear- minerals and mineral ores and to erect and to occupy
ings and mea- mining plant or machinery thereon in the same manner
surements are and under the same conditions and provisions as those to
approximately given on this which the holder of a miner's right or of a mining or
plan. The mea- mineral lease had at the date of these presents the right to
surements are in mine for gold and silver in and upon Crown lands Provided
links. further and this Grant is upon this express condition that

neither the grantee nor any one claiming from through or under him shall
claim or be entitled to any compensation in respect of damage to be done to
the land hereby granted or to any part thereof or to any improvement thereon
by mining therein or thereon within the meaning of the *Mines Act* 1915 or of
any Act for the time being in force relating to mining or by the cutting or
removing of any live or dead timber thereon or therefrom for mining purposes
within the meaning of the said Act or for any purpose authorized by the said
Act.

Dated the day of in the year of our
Lord One thousand nine hundred and 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 in and over the said State of
Victoria and its Dependencies in the Commonwealth of Australia.

(L.S.)

SCHEDULE G.—(CHAP. III., 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* 1915, 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* 1915 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 H.—(CHAP. III., PART 2.)

Entered in the Register Book, Vol.

Fol.

Assistant Registrar of Titles.

LEASE OF A GRAZING AREA UNDER THE LAND ACT 1915.

THIS INDENTURE dated in accordance with the *Land Act* 1915 the first day of _____ in the year of our Lord One thousand _____ and 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 GEORGE V. 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 _____

the rent fixed and reserved in accordance with the provisions of the *Land Act* 1915 to the lessee who is entitled thereto under the provisions of the said Act 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 kept in accordance with the provisions 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 live and dead timber all gold and silver and auriferous and argentiferous earth and 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 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 his heirs and their agents and servants tenants and workmen liberty and right of ingress egress and regress at all times through or over and across the premises hereby demised with or without horses cattle and other animals carts waggons and other 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 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 129 of the *Land Act* 1915 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 _____ 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 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 or have declared to be vermin for the purposes of the said Act or any Act thereby repealed 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 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 trees except wattle trees 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* 1915 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 assigned to the word "fence" by Part I. of the *Land Act* 1915 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 good or 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.

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* 1915.

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 shipbuilding and repairing boatbuilding 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 his heirs and successors PROVIDED ALWAYS that there shall be paid by His Majesty his heirs or successors 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 Regulations 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 1915 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 168th section of the Land Act 1915 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.

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 his executors administrators or assigns 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* 1915 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 lessee or lessees of any portions of the land hereby demised as a selection purchase allotment and his or their lease thereafter being annulled for any breach of the provisions of the *Land Act* 1915 or of the conditions of such lease or if and whenever there shall be a breach of or non-compliance with any of the covenants conditions provisos 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* 1915 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 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 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 Commissioners or by any other corporation or person or persons 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 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 highways 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 Commissioners or other corporation or person or persons aforesaid or Governor in Council one month after receiving notice in writing from the Victorian Railways Commissioners or other corporation or person or persons aforesaid 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 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.

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 1915*.

18. That these presents are upon this further condition that each and every licensee of a bee farm site his family agents and workmen with or without horses or vehicles shall have a right of ingress egress and regress over and across the land hereby demised between his bee farm site and any public road or track by the shortest practicable route.

19. 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 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.

(L.S.)

Signed Sealed and Delivered by the above-named in the presence of—

SCHEDULE I.—(CHAP. III., PART 2.)

PAYMENT FOR IMPROVEMENTS.

That he or they will pay by half-yearly instalments of each the sum of being the amount determined by the Board of Land and Works before the issue of this lease as the amount payable for improvements of a permanent character on 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 together with interest due up to that date to be made on the day and every subsequent payment of an instalment with interest on the days hereinbefore appointed for the payment of the rent until the whole amount be paid Provided always that any default in the payment of any half-yearly instalment of such amount shall have the like consequence as a default in the payment of an instalment of rent and may be levied or recovered by or under the authority of the Board of Land and Works in like manner as any rent is leviable or recoverable by law and that in case the same be levied by distress an order under the seal of the said Board shall be a sufficient warrant and authority to distrain.

SCHEDULE J.—(CHAP. IV., PART 2.)

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

RESIDENTIAL LEASE OF SELECTION PURCHASE ALLOTMENT.

THIS INDENTURE dated in accordance with the *Land Act 1915* the day of in the year of our Lord One thousand nine hundred and 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 GEORGE V. of the one part and

of in the said State (hereinafter called the "lessee") of the other part WHEREAS the lessee having applied for this lease 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 lessee violate or fail to comply with any of the provisions of the *Land Act 1915* NOW THIS INDENTURE 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 selection purchase allotment situate in the parish of county of in the State of Victoria containing more or less of

class land delineated on the plan kept in the Crown Lands Office of land in the said parish which under the *Land Act 1915* is available for being selected under selection purchase lease and thereon shown as allotment of section 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 EXCEPTING and re-

NOTE.—The bearings and measurements are approximately given in this plan. The measurements are in links. serving nevertheless 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 part or 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 part or parts of the said land as shall from

time to time be 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 and also such part or 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 part or 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 or the lessee's executors administrators or assigns by the Governor acting by and with the advice of the Executive Council such notice to the lessee or the lessee's executors administrators or assigns to be sent through the post office addressed to the occupier of the land ALSO EXCEPTING unto His Majesty his heirs and successors all gold and silver and auriferous and argentiferous earth or stone and all copper tin iron antimony coal and all other metals minerals and mineral ores whatsoever and all mines seams veins lodes and deposits containing gold silver copper tin iron 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 thereon or therein for gold silver copper tin iron antimony coal and all other metals and minerals and mineral ores and to extract and remove therefrom any gold silver and auriferous and argentiferous earth or stone copper tin iron antimony coal and other metals and minerals and mineral ores and for the purposes aforesaid to sink shafts make drives erect machinery and carry on any works and do any other things which may be necessary or usual in mining PROVIDED ALWAYS 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 licensee to search for metals and minerals or of a mining or mineral lease to enter thereon and to mine for gold silver copper tin iron 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 on which such person had at the time of the passing of the *Land Act 1915* the right to mine for gold and silver in and upon Crown lands PROVIDED that compensation shall be paid to the lessee or to the lessee's executors administrators or 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 168 of the *Land Act 1915* to have and to hold the said 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 yielding and paying for the same unto His Majesty the King his heirs or successors during the said term the rent of per annum 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 296 of the *Land Act 1915* such rent to be always

paid by equal half-yearly payments in advance on the day of and the day of in each year clear of all deductions the first of the half-yearly payments having been made the next of the said half-yearly payments to be made on the day of now next and the last of the half-yearly payments to be made on the day of next preceding the expiration of the term of this lease 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 and his executors administrators and 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 or successors the rent hereby reserved by equal half-yearly payments in advance on the days hereinbefore appointed for the payment thereof clear of all deductions.

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

3. (1) That the lessee will not within the first six years of the term hereby granted

(a) Transfer assign mortgage sublet or part with the possession of the whole or any part of the land hereby demised or

(b) Contract agree undertake or attempt to transfer assign mortgage sublet or part with the whole or any part thereof or

(c) Without the consent in writing of The Board of Land and Works take in stock for agistment thereon.

(2) That neither the lessee nor the lessee's executors administrators or assigns will at any time after the first six years of the term hereby granted sell transfer assign mortgage or sublet the whole or any part of the land hereby demised unless and until these presents have been indorsed under the seal of the Board of Land and Works to the effect that all the conditions and covenants of these presents during the first six years of the term hereof have been complied with.

(3) That these presents shall become absolutely void on any breach of the provisions of this covenant or (save as in the *Land Act* 1915 otherwise expressly provided) on the assignment or transfer whether by operation of law or otherwise of the whole or any portion of the land hereby demised.

4. That he or they will at once and to the satisfaction of The Board of Land and Works commence and continue to destroy and will within two years after the date of these presents have destroyed to the satisfaction of The Board of Land and Works the animals and birds by the *Land Act* 1915 included in the term vermin or which the Governor with the advice of the Executive Council may by proclamation in the *Government Gazette* declare or have declared to be vermin for the purposes of the said Act or any Act thereby repealed upon such land and to keep the same free from such animals and birds to the satisfaction of the said Board during the first six years of the term hereby granted.

5. That the lessee will if not sooner called upon under the provisions of the *Fences Act* 1915 within six years from the date of these presents enclose the land hereby demised with a fence of such kind as shall come within the meaning assigned to the word "fence" by the *Land Act* 1915 and will keep the same in repair. Provided that if he or they prove to the satisfaction of The Board of Land and Works that owing to the physical conditions or the nature of the land hereby demised the enclosing thereof with a fence would be impracticable or if in the opinion of the said Board the enclosing of the whole or any part of such land with a fence is not required the Board of Land and Works may in writing accept as compliance with this covenant the expenditure by him or them on such land for substantial and permanent improvements of an amount equivalent in the opinion of the said Board to the cost of fencing.

6. That the lessee will within twelve months after the date of these presents and thenceforward without intermission (except when excused under the condition of some express provision of the *Land Act* 1915 in that behalf) during the first six years of the term hereby granted occupy personally the land hereby demised.

7. That the lessee his executors administrators or assigns will on the land hereby demised make substantial and permanent improvements certified in writing under the seal of The Board of Land and Works to be equivalent to the value of per acre before the end of the year of the term hereby granted and to the full value of per acre before the end of the sixth year thereof.

8. That he or they at all times during the term hereby granted will *bona fide* comply with all and will not violate any of the provisions of the *Land Act* 1915.

9. That the lessee during the first six years of the term hereby granted will keep in good condition and repair all buildings fences and other permanent improvements for the time being situated on the land hereby demised reasonable wear and tear and damage by fire or tempest alone excepted.

10. That the lessee will observe perform fulfil and be bound by the stipulations conditions covenants and provisos contained in the schedule hereto.

11. That in order to protect the interest (if any) of the Lands Purchase and Management Board therein the lessee his executors administrators and assigns will insure and keep insured against fire all buildings on the land hereby demised by a policy made out in favour of the said Lands Purchase and Management Board for such insurable amount as may be prescribed by regulations of the Governor in Council and as the said Lands Purchase and Management Board may approve.

12. It is a condition of these presents that The Board of Land and Works or any person appointed by it in that behalf may at any time enter upon the land hereby demised to ascertain if the covenants and conditions hereof are being performed and observed by the lessee.

13. It is a further express condition of these presents that the same shall be absolutely void if it at any time be shown to the satisfaction of the Governor in Council that the lessee became such lessee or that the lessee held or continued to hold this lease in violation of or non-compliance with any of the provisions of the *Land Act 1915* AND FURTHER that the same shall be voidable at the will of the Governor with the advice aforesaid in the event of any rent being in arrear whether the same has been demanded or not or in the event of any breach of or non-compliance with any of the covenants or conditions of these presents by the lessee or if there has been any violation of any of the provisions of the *Land Act 1915* applicable hereto. PROVIDED ALWAYS that 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 1915* either declaring or notifying that it has been shown to the satisfaction of the Governor in Council that the lessee became such lessee or that he held or continued to hold this lease in violation of or non-compliance with some provision of the *Land Act 1915* or that the Governor in Council has exercised his will and avoided these presents for some breach or breaches of or non-compliance with any of the covenants or conditions hereof by the lessee or the violation of some provision of the *Land Act 1915* applicable hereto and in any of such cases that these presents are consequently void and of no effect shall be conclusive evidence of such voiding and of the existence and sufficiency of the facts justifying the same and the regularity of the procedure incidental to such voiding.

14. That ancillary and without prejudice to the provisions of the *Land Act 1915* it is hereby agreed that immediately upon these presents so becoming void and of no effect it shall be lawful for any bailiff or bailiffs of Crown lands or other agent or agents officer or officers authorized in that behalf by The Board of Land and Works without any demand whatever to enter upon the land hereby demised and the lessee and all persons claiming from under or through the lessee 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 or in an action for the recovery of land and a 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 defendant or defendants to such action may plead leave and licence thereto and these presents shall be conclusive evidence of the leave and licence of the lessee and all persons claiming from under or through him to any bailiff of Crown lands and all persons acting in the matters complained of in such action or other proceeding.

15. The lands hereby demised shall during the currency of these presents be deemed lands of the Crown within the meaning of section 296 of the *Land Act 1915* and upon the making of any Order in Council under the provisions in the said section contained 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 these presents.

16. It is a condition of these presents that if the lessee during the first six years of the term hereby granted occupy the land hereby demised for not less than five years and fences and makes on such land the improvements of the nature and value and in the manner expressed in the covenants and conditions hereinbefore contained during the said period of six years and proves 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 covenants and conditions and with all other covenants and conditions of these presents the lessee or the lessee's representative at any time after the expiration of the first six years of the term hereby granted and upon the payment of the last sum due on account of the rent reserved and upon the payment of the difference between the amount of the rent actually paid and the sum of or such other sum (if any) not being less than one-eighth part greater than 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 206 of the *Land Act* 1915 for each acre or fractional part of an acre in the land hereby demised shall be entitled to a grant in fee of such land and every such grant shall be subject to such covenants conditions exceptions and reservations as the Governor in Council may direct.

17. If it be proved to the satisfaction of The Board of Land and Works that the lessee owing to ill-health is unable to occupy the land hereby demised or that for any other reason it is expedient so to do the said Board may cause the land to be put up for sale by auction.

18. When the lessee is unable at the end of any half-year to pay his rent The Board of Land and Works may if the lessee has complied with the covenants and conditions of this lease suspend the payment of such amount of rent as will not exceed sixty per centum of the value of the improvements effected on the land hereby demised over and above any encumbrance thereon and allow the lessee to pay the arrears of rent and interest thereon (if any) in one amount or spread over a definite time and may extend this lease for a corresponding time.

19. In the case of the insolvency or death of the lessee during the first six years of the term hereby granted—

(a) It shall not be obligatory on the assignee or trustee in insolvency or on the executors or administrators of the lessee to comply with the condition of occupation hereinbefore contained and

(b) It shall be lawful for the assignee or trustee in insolvency within twelve months from the date of the insolvency or for the executors or administrators of the lessee at any time to assign such lease to any person who is qualified to become a lessee of the selection purchase allotment hereby demised and such person shall thereupon be with respect to this lease in the same position as though he or she had been the original lessee. Where this lease is assigned to any person by the assignee or trustee in insolvency or the executors or administrators of the lessee the lessee not having occupied the allotment pursuant to the covenants and conditions of these presents or no proof satisfactory to The Board of Land and Works being given of such occupation the Governor in Council may alter the date of such assigned lease in such a manner as will enable the new lessee to comply with the covenant or condition of occupation herein contained and may make such adjustment of rent as may be necessary and these presents shall be read and construed accordingly.

20. It is an express condition of these presents that the Governor in Council or The Board of Land and Works may at any time during the term hereby granted enter upon the whole or any portion of the land hereby demised for the purpose of resuming the whole or any part of the same from time to time required for reserves for public purposes roads railways canals or for mining purposes. Any moneys which may have been paid by the lessee his executors administrators or assigns to His Majesty his heirs or successors in respect of the lands so resumed or expended by him or them thereupon shall be repaid to him or them together with such other moneys as compensation for such resumption as to the Governor in Council seems fit and the lessee his executors administrators and assigns shall be entitled to a reduction *pro rata* of all future rent herein reserved in respect of land so resumed after the first six years of the term hereby granted. This condition shall be construed as independent of and concurrent with the powers conferred by the 168th section of the *Land Act* 1915 and of the powers conferred by the next following clause.

21. The lessee covenants and agrees in the event of the whole or any portion of the land hereby leased being at any time or times during the first six years of the term hereby granted required by the Board of Land and Works or 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 material or thing 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 the lessee or the executors administrators or assigns of the lessee will within one month upon receiving notice in writing from The Board of Land and Works The Victorian Railways Commissioners or other person or persons or corporation aforesaid or from a responsible Minister of the Crown authorized by Order in Council in that behalf that the land is so required relinquish possession of the land so required and all claim thereto provided that the lessee or the executors administrators or assigns of the lessee (as the case may be) shall for a period of one month after receipt by the lessee or by 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 the lessee nor the lessee's executors administrators or assigns shall have or 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 land or for the cost which he or they may incur in such removal nor will the lessee or the lessee's executors administrators or assigns 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 Board of Land and Works Railways Commissioners or other person or persons or corporation aforesaid shall not be liable to construct any crossings or other accommodation works under or over or upon any railway that may be made through or adjacent to such land or any part thereof nor will the lessee or the lessee's executors administrators or assigns have or make any claim for compensation for any right or interest which the lessee or the lessee's executors administrators or assigns may possess in such land beyond a proportionate reduction in rent which shall in all cases be fixed by an officer appointed by the Governor in Council nor in respect of the severance from the other lands occupied by the lessee or by the lessee's executors administrators or assigns under these presents AND IT IS EXPRESSLY AGREED between the parties hereto that this agreement is to be construed as a release by the lessee the lessee's executors administrators and assigns to His Majesty his heirs and successors from all or any payment to them or any of 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 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.

22. In case possession of any part or parts of the land hereby demised be resumed or taken under any of the provisions hereinbefore contained or be surrendered the terms agreements covenants and conditions herein contained with reference to the whole shall continue in force and apply to such part or parts as may be left in the possession of the lessee or the lessee's executors administrators or assigns.

23. Except as herein otherwise expressly provided the word "lessee" shall include the lessee's executors administrators transferees and assigns or any person or persons in whom this lease may under the provisions of the *Land Act* 1915 become vested and in these presents the term "Governor" shall mean the Governor or Lieutenant-Governor or other the officer for the time being administering the Government of the State of Victoria 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 and the lessee hath hereunto
set h hand and seal.

SCHEDULE HEREINBEFORE REFERRED TO.

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

SCHEDULE K.—(CHAP. IV., PART 2.)

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

NON-RESIDENTIAL LEASE OF SELECTION PURCHASE ALLOTMENT.

THIS INDENTURE dated in accordance with the *Land Act* 1915 the
day of in the year of our Lord
One thousand nine hundred and 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 GEORGE V. of
the one part and of in the said State
(hereinafter called the "lessee") of the other part
WHEREAS the lessee having applied for this lease the Go-
vernor with the advice of the Executive Council has agreed
to grant the same on the faith that the applicant does not by
becoming the lessee violate or fail to comply with any of the pro-
visions of the *Land Act* 1915 NOW THIS INDENTURE WITNESSETH that
in consideration of the rent hereby reserved and the covenants and
conditions herein contained and on the part of the lessee h

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 selection purchase allotment situate in the parish of county of in the State of Victoria containing more or less of class land delineated on the plan kept in the Crown Lands Office of land in the said parish which under the *Land Act* 1915 is available for being selected under selection purchase lease and thereon shown as allotment 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 EXCEPTING and reserving nevertheless 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 part or 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 part or parts of the said land as shall from time to time be 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 and also such part or 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 part or 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 or the lessee's executors administrators or assigns by the Governor acting by and with the advice of the Executive Council such notice to the lessee or the lessee's executors administrators or assigns to be sent through the post office addressed to the occupier of the land ALSO EXCEPTING unto His Majesty his heirs and successors all gold and silver and auriferous and argentiferous earth or stone and all copper tin iron antimony coal and all other metals minerals and mineral ores whatsoever and all mines seams veins lodes and deposits containing gold silver copper tin iron 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 thereon or therein for gold silver copper tin iron antimony coal and all other metals and minerals and mineral ores and to extract and remove therefrom any gold silver and auriferous and argentiferous earth or stone copper tin iron antimony coal and other metals and minerals and mineral ores and for the purposes aforesaid to sink shafts make drives erect machinery and carry on any works and do any other things which may be necessary or usual in mining PROVIDED ALWAYS 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 iron 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 on which such person had at the time of the passing of the *Land Act* 1915 the right to mine for gold and silver in and upon Crown lands PROVIDED that compensation shall be paid to the lessee or to the lessee's executors administrators or 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 168 of the *Land Act* 1915 to have and to hold the said land unto the lessee his executors administrators and assigns for the term of twenty years from the day of the date of these presents unless sooner determined as hereinafter provided yielding and paying for the same unto His Majesty the King his heirs or successors during the said term the rent of per annum 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 296 of the *Land Act* 1915 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 clear of all deductions the first of the half-yearly payments having been made the next of the said half-yearly payments to be made on the first day of now 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 lease 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 and 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 or successors the rent hereby reserved by equal half-yearly payments in advance on the days hereinbefore appointed for the payment thereof clear of all deductions.

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

3. (1) That the lessee will not within the first six years of the term hereby granted
- (a) Transfer assign mortgage sublet or part with the possession of the whole or any part of the land hereby demised or
 - (b) Contract agree undertake or attempt to transfer assign mortgage sublet or part with the whole or any part thereof or
 - (c) Without the consent in writing of The Board of Land and Works take in stock for agistment thereon.
- (2) That neither the lessee nor the lessee's executors administrators or assigns will at any time after the first six years of the term hereby granted sell transfer assign mortgage or sublet the whole or any part of the land hereby demised unless and until these presents have been indorsed under the seal of the Board of Land and Works to the effect that all the conditions and covenants of these presents during the first six years of the term hereof have been complied with.
- (3) That these presents shall become absolutely void on any breach of the provisions of this covenant or (save as in the *Land Act* 1915 otherwise expressly provided) on the assignment or transfer whether by operation of law or otherwise of the whole or any portion of the land hereby demised.
4. That he or they will at once and to the satisfaction of The Board of Land and Works commence and continue to destroy and will within two years after the date of these presents have destroyed to the satisfaction of The Board of Land and Works the animals and birds by the *Land Act* 1915 included in the term vermin or which the Governor with the advice of the Executive Council may by proclamation in the *Government Gazette* declare or have declared to be vermin for the purposes of the said Act or any Act thereby repealed upon such land and to keep the same free from such animals and birds to the satisfaction of the said Board during the first six years of the term hereby granted.
5. That the lessee will if not sooner called upon under the provisions of the *Fences Act* 1915 within six years from the date of these presents enclose the land hereby demised with a fence of such kind as shall come within the meaning assigned to the word "fence" by the *Land Act* 1915 and will keep the same in repair. Provided that if he or they prove to the satisfaction of The Board of Land and Works that owing to the physical conditions or the nature of the land hereby demised the enclosing thereof with a fence would be impracticable or if in the opinion of the said Board the enclosing of the whole or any part of such land with a fence is not required the Board of Land and Works may in writing accept as compliance with this covenant the expenditure by him or them on such land for substantial and permanent improvements of an amount equivalent in the opinion of the said Board to the cost of fencing.
6. That the lessee his executors administrators or assigns will on the land hereby demised in respect of each acre or fractional part of an acre thereof make substantial and permanent improvements certified in writing under the seal of The Board of Land and Works to be equivalent to the value of _____ in each of the first _____ years of the term hereby granted.
7. That he or they at all times during the term hereby granted will *bond fide* comply with all and will not violate any of the provisions of the *Land Act* 1915.
8. That the lessee during the first six years of the term hereby granted will keep in good condition and repair all buildings fences and other permanent improvements for the time being situate on the land hereby demised reasonable wear and tear and damage by fire or tempest alone excepted.
9. That the lessee will observe perform fulfil and be bound by the stipulations conditions covenants and provisos contained in the schedule hereto.
10. That in order to protect the interest (if any) of the Lands Purchase and Management Board therein the lessee his executors administrators and assigns will insure and keep insured against fire all buildings on the land hereby demised by a policy made out in favour of the said Lands Purchase and Management Board for such insurable amount as may be prescribed by regulations of the Governor in Council and as the said Lands Purchase and Management Board may approve.
11. It is a condition of these presents that The Board of Land and Works or any person appointed by it in that behalf may at any time enter upon the land hereby demised to ascertain if the covenants and conditions hereof are being performed and observed by the lessee.
12. It is a further express condition of these presents that the same shall be absolutely void if it at any time be shown to the satisfaction of the Governor in Council that the lessee became such lessee or that the lessee held or continued to hold this lease in violation of or non-compliance with any of the provisions of the *Land Act* 1915 AND FURTHER that the same shall be voidable at the will of the Governor with the advice aforesaid in the event of any rent being in arrear whether the same has been demanded or not or in the event of any breach of or non-compliance with any of the covenants or conditions

of these presents by the lessee or if there has been any violation of any of the provisions of the *Land Act* 1915 applicable hereto. PROVIDED ALWAYS that 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* 1915 either declaring or notifying that it has been shown to the satisfaction of the Governor in Council that the lessee became such lessee or that he held or continued to hold this lease in violation of or non-compliance with some provision of the *Land Act* 1915 or that the Governor in Council has exercised his will and avoided these presents for some breach or breaches of or non-compliance with any of the covenants or conditions hereof by the lessee or the violation of some provision of the *Land Act* 1915 applicable hereto and in any of such cases that these presents are consequently void and of no effect shall be conclusive evidence of such voiding and of the existence and sufficiency of the facts justifying the same and the regularity of the procedure incidental to such voiding.

13. That ancillary and without prejudice to the provisions of the *Land Act* 1915 it is hereby agreed that immediately upon these presents so becoming void and of no effect it shall be lawful for any bailiff or bailiffs of Crown lands or other agent or agents officer or officers authorized in that behalf by The Board of Land and Works without any demand whatever to enter upon the land hereby demised and the lessee and all persons claiming from under or through the lessee 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 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 whomsoever the defendant or defendants to such action may plead leave and licence thereto and these presents shall be conclusive evidence of the leave and licence of the lessee 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.

14. The lands hereby demised shall during the currency of these presents be deemed lands of the Crown within the meaning of section 296 of the *Land Act* 1915 and upon the making of any Order in Council under the provisions of the said section contained 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 these presents.

15. It is a condition of these presents that if the lessee during the first six years of the term hereby granted fences the land hereby demised and makes on such land within the times limited in that behalf the improvements of the nature and value and in the manner expressed in the covenants and conditions hereinbefore contained and proves 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 covenants and conditions and with all other covenants and conditions of these presents the lessee or the lessee's representatives at any time after the expiration of the first six years of the term hereby granted and upon the payment of the last sum due on account of the rent reserved and upon the payment of the difference between the amount of the rent actually paid and the sum of or such other sum (if any) not being less than one-eighth part greater than 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 296 of the *Land Act* 1915 for each acre or fractional part of an acre in the land hereby demised shall be entitled to a grant in fee of such land and every such grant shall be subject to such covenants conditions exceptions and reservations as the Governor in Council may direct.

16. When the lessee is unable at the end of any half-year to pay his rent The Board of Land and Works may if the lessee has complied with the covenants and conditions of this lease suspend the payment of such amount of rent as will not exceed sixty per centum of the value of the improvements effected on the land hereby demised over and above any encumbrance thereon and allow the lessee to pay the arrears of rent and interest thereon (if any) in one amount or spread over a definite time and may extend this lease for a corresponding time.

17. In the case of the insolvency or death of the lessee during the first six years of the term hereby granted it shall be lawful for the assignee or trustee in insolvency within twelve months from the date of the insolvency or for the executors or administrators of the lessee at any time to assign such lease to any person who is qualified to become a lessee of the selection purchase allotment hereby demised, and such person shall thereupon be with respect to this lease in the same position as though he or she had been the original lessee.

18. It is an express condition of these presents that the Governor in Council or The Board of Land and Works may at any time during the term hereby granted enter upon the whole or any portion of the land hereby demised for the purpose of resuming the whole or any part of the same from time to time required for reserves for public purposes roads railways canals or for mining purposes ANY moneys which may have been paid by the lessee his executors administrators or assigns to His Majesty his heirs or successors in respect of the lands so resumed or expended by him or them thereupon shall

be repaid to him or them together with such other moneys as compensation for such resumption as to the Governor in Council seems fit and the lessee his executors administrators and assigns shall be entitled to a reduction *pro rata* of all future rent herein reserved in respect of land so resumed after the first six years of the term hereby granted. This condition shall be construed as independent of and concurrent with the powers conferred by the 168th section of the *Land Act* 1915 and of the powers conferred by the next following clause.

19. The lessee covenants and agrees in the event of the whole or any portion of the land hereby leased being at any time or times during the first six years of the term hereby granted required by The Board of Land and Works or 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 material or thing 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 the lessee or the executors administrators or assigns of the lessee will within one month upon receiving notice in writing from The Board of Land and Works The Victorian Railways Commissioners or other person or persons or corporation aforesaid or from a responsible Minister of the Crown authorized by Order in Council in that behalf that the land is so required relinquish possession of the land so required and all claim thereto provided that the lessee or the executors administrators or assigns of the lease (as the case may be) shall for a period of one month after receipt by the lessee or by 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 the lessee nor the lessee's executors administrators or assigns shall have or 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 land or for the cost which he or they may incur in such removal nor will the lessee or the lessee's executors administrators or assigns 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 Board of Land and Works Railways Commissioners or other person or persons or corporation aforesaid shall not be liable to construct any crossings or other accommodation works under or over or upon any railway that may be made through or adjacent to such land or any part thereof nor will the lessee or the lessee's executors administrators or assigns have or make any claim for compensation for any right or interest which the lessee or the lessee's executors administrators or assigns may possess in such land beyond a proportionate reduction in rent which shall in all cases be fixed by an officer appointed by the Governor in Council nor in respect of the severance from the other lands occupied by the lessee or by the lessee's executors administrators or assigns under these presents AND IT IS EXPRESSLY AGREED between the parties hereto that this agreement is to be construed as a release by the lessee the lessee's executors administrators and assigns to His Majesty his heirs and successors from all or any payment to them or any of 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 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.

20. In case possession of any part or parts of the land hereby demised be resumed or taken under any of the provisions hereinbefore contained or be surrendered the terms agreements covenants and conditions herein contained with reference to the whole shall continue in force and apply to such part or parts as may be left in the possession of the lessee or the lessee's executors administrators or assigns.

21. Except as herein otherwise expressly provided the word "lessee" shall include the lessee's executors administrators transferees and assigns or any person or persons in whom this lease may under the provisions of the *Land Act* 1915 become vested and in these presents the term "Governor" shall mean the Governor or Lieutenant-Governor or other the officer for the time being administering the Government of the State of Victoria 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 and the lessee hath hereunto
set his hand and seal.

SCHEDULE HEREINBEFORE REFERRED TO.

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

SCHEDULE L.—(CHAP. IV., PART 2.)

PAYMENT FOR IMPROVEMENTS.

That he or they will pay by half yearly instalments of each the sum of being the amount determined by the Board of Land and Works before the issue of this lease as the amount payable for the improvements of a permanent character on 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 together with interest due up to that date to be made on the day of and every subsequent payment of an instalment with interest on 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 shall have the like consequence as a default in the payment of an instalment of rent and may be levied or recovered by or under the authority of the Board of Land and Works in like manner as any rent is leviable or recoverable by law and that in case the same be levied by distress an order under the seal of the said Board shall be a sufficient warrant and authority to distrain.

SCHEDULE M.—(CHAP. IV., PART 2.)

SCHEDULE HEREINBEFORE REFERRED TO.—SPECIAL CONDITION.

It is a condition of this lease that neither the lessee nor any one claiming from 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 Act* 1915 or by the cutting or removing of any live or dead timber thereon or therefrom for mining purposes within the meaning of the said Act or for any purpose authorized by the said Act.

SCHEDULE N.—(CHAP. IV., PART 2.)

Entered in the Register Book, Vol. Fol.

PERPETUAL LEASE OF SELECTION PURCHASE ALLOTMENT.

THIS INDENTURE dated in accordance with the *Land Act* 1915 the first day of in the year of our Lord One thousand nine hundred and and made between His Excellency Governor 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 GEORGE V. 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 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 DOETH 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 highways or for mining purposes or for any public purpose whatsoever or by the Board or the Victorian Railways Commissioners 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 or 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 date of these presents to mine in and upon Crown lands PROVIDED that compensation shall be paid to the lessee his executors administrators or assigns by any such person for surface damage to be done to such land by reason of mining thereon such compensation to be determined as provided by law and the payment thereof to be a condition precedent to such right of entry YIELDING AND PAYING therefor in advance on the first day of

in every year clear of all deductions the rent calculated at the rate of per annum until the twenty-ninth day of December One thousand nine hundred and nineteen 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 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 within twelve months from the date of the insolvency or for the executors or administrators of the lessee at any time to assign these presents to any person who is qualified for becoming a lessee under Part I. Division 4 Subdivision 3 of the *Land Act 1915* 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 1915* included in the term "vermin" or which the Governor in Council may by proclamation in the *Government Gazette* declare or have declared to be vermin for the purposes of the said Act or any Act thereby repealed 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 1915* enclose the land described herein with a fence of such kind as shall come within the meaning assigned to the word "fence" by Part I. of the *Land Act 1915* 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 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 1915 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 licensee will remove any improvements from off the land so resumed and relinquish and give up possession of the same to His Majesty his heirs or successors There shall be paid by His Majesty his heirs or successors 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 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 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 his heirs or successors had obtained judgment in ejectment for recovery of possession of the said land and a 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 proceedings.

IN WITNESS WHEREOF His Excellency

Governor 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

SCHEDULE HEREINBEFORE REFERRED TO.

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 and in the presence of—

(L.S.)

President.
Member.

Signed Sealed and Delivered by the above-named in the presence of—

(L.S.)

SCHEDULE O.—(CHAP. V., 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 86 of the Land Act 1915, and in consideration of the sum of _____ of _____ pounds _____ shillings paid 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 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* 1915, 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* 1915 (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 Lieutenant-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 Lieutenant-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* 1915 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 Lieutenant-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 86 of the *Land Act* 1915, 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 licensee nor any one claiming from 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 Act* 1915, or by the cutting or removing of any live or dead timber thereon or therefrom for mining purposes within the meaning of the said Act, or for any purpose authorized by the said Act.

SCHEDULE P.—(CHAP. V., PART 2.)

Section 88 of the *Land Act* 1914.

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* 1915, 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* 1915 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 About , section , acres , parish of , 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* 1915, 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.

6. 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.

7. It shall be lawful for the Governor, Lieutenant-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, Lieutenant-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* 1915, 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, Lieutenant-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* 1915. 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 (hereinafter referred to as the Board), 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* 1915, 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 them 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* 1915 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. The lawful occupancy by the licensee of the land under this licence or under any renewal or renewals hereof continuing uninterruptedly for the space of not less than seven years if the licensee shall during such lawful uninterrupted occupancy fence and reside on, occupy as a place of business, or cultivate the land as specified in the previous conditions 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 his licence or licences, 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 than 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 296 of the *Land Act* 1915; 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 296 of the *Land Act* 1915, 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 Q.—(CHAP. VI., PART 2.)

LEASE UNDER SECTION 110 LAND ACT 1915.—SWAMP OR RECLAIMED LAND.

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

THIS INDENTURE dated in accordance with the *Land Act* 1915 the
day of One thousand nine hundred
and 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 George V.
of the one part and

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*
1915 or some Act or Acts thereby repealed) unto the said lessee
for a period of 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
and coloured yellow on the plan drawn on the margin of

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

reserving to 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 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 rail-
way 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 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 himself 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 proviso agreements acts matters and
things hereinafter contained (that is to say):—

1. That he or they will pay the said rent in manner aforesaid clear of
all deductions.

2. That he or they will during the said term pay and discharge all and
all manner of taxes rates duties charges assessments and impositions
whatsoever whether the same be payable by landlord or tenant or partly by
each in respect of the land hereby demised.

3. That he or they will not assign sublet subdivide or part with the
possession of the said land without the consent in writing of the Board of
Land and Works being previously had and obtained.

4. That he or they will at all times during the said term keep open and free from obstruction and to the satisfaction of the Board of Land and Works all canals ditches drains cuts channels water-courses sewers and works (which several matters and things are hereinafter included and referred to under the term "drains") now upon the land hereby demised and the portions of the several drains adjacent to such land shown on the plan in the margin and thereon coloured blue which shall at any time during the continuance of this demise exist and be upon the land hereby demised or be upon any road or reservation abutting or bounding the same or any part thereof and within a distance of not more than 132 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 or they will not water or permit to be watered any live stock at any time on the land hereby demised at the said drains except by means of one or more side cuttings leading therefrom to be made by and at the expense of the lessee his heirs executors or administrators.

7. That if any such drain now forms or at any time hereafter during the continuance of this demise shall form and be the boundary between the land hereby demised and any other swamp or reclaimed land demised to any other lessee as swamp or reclaimed land within the meaning of the *Land Act 1915* it shall not be obligatory on the lessee his executors administrators or assigns so long as such other land is the subject of a demise to any other person or persons to clear out keep open or fence off under any preceding covenant of this indenture more than that portion of such boundary drain on which the land hereby demised abuts or of which it forms the boundary to the centre thereof.

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

9. That he or they shall and will at the expiration or sooner determination of the said term hereby granted peaceably deliver up to 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 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 of Land and Works 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 Excellency

Governor 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 at Melbourne with the seal of the said State and the lessee hath hereunto set h hand and seal.

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

SCHEDULE R.—(CHAP. VI., PART 2.)

PERPETUAL LEASE OF SWAMP OR RECLAIMED LANDS.

Entered in the Register Book, Vol. Fol.

Assistant Registrar of Titles.

THIS INDENTURE dated in accordance with the *Land Act 1915* the first day of in the year of our Lord One thousand nine hundred and made between His Excellency

Governor 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 George V. 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 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 the 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 Commissioners 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 assigns 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 assigns or transferees 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 in qualified had at the date of these presents to some

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

in and upon Crown lands. Provided that compensation shall be paid to the lessee his executors administrators or assigns by any such person for surface damage to be done to such land by reason of mining thereon such compensation to be determined as provided by law and the payment thereof to be a condition precedent to such right of entry. Yielding and paying therefor in advance on the first day of _____ in every year clear of all deductions the rent calculated at the rate of _____ per annum until the twenty-ninth day of December One thousand nine hundred and nineteen and for every successive period of ten years thereafter calculated at such amount per annum as shall from time to time be assessed by a Land Classification Board. 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 within twelve months from the date of such insolvency or for the executor or administrator of the lessee at any time to assign these presents to any person who is qualified for becoming a lessee under Part I. Division 4 Subdivision 3 of the *Land Act* 1915 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 sublet 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 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 the animals and birds by the *Land Act* 1915 included in the term "vermin" or which the Governor in Council may by proclamation in the *Government Gazette* declare or have declared to be vermin for the purposes of the said Act or any Act thereby repealed 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.

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 extent of ten shillings per acre in each of the first three years from the commencement of this lease.

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 as be upon any road or reservation abutting or bounding the same or any part thereof and within a distance of not more than 132 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* 1915 enclose the land described herein with a fence of such kind as shall come within the meaning assigned to the word "fence" by Part I. of the *Land Act* 1915 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 or 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 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 1915* 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 licensee will remove any improvements from off the land so resumed and relinquish and give up possession of the same to His Majesty his heirs or successors. 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 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 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 his heirs or successors had obtained judgment in ejectment for recovery of possession of the said land and a 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 proceedings.

In witness whereof His Excellency

Governor 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 hath hereunto affixed its Common Seal and the Lessee hath hereunto set his hand and seal.

SCHEDULE HEREINBEFORE REFERRED TO.

That these presents are upon this further condition that The Board of Land and Works 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.

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 and _____ in the presence of—

(L.S.)

President.
Member.

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

(L.S.)

SCHEDULE S.—(CHAP. VI., PART 2.)

CONDITIONAL PURCHASE LEASE, SWAMP OR RECLAIMED LANDS.

Entered in the Register Book, Vol. Fol.

Assistant Registrar of Titles.

THIS INDENTURE dated in accordance with the *Land Act* 1915 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) and made between His Excellency

Governor 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 George V. 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 Division 7 of Part I. of the *Land Act* 1915 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 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) amounts in the whole to the sum of

And whereas the lessee has with h application paid the sum of on account of the first

half-yearly instalment of principal and interest (which instalments have been calculated in accordance with the tables in force 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 adopted by the responsible Minister of the Crown for the time being administering the *Land Act* 1915 (hereinafter referred to as the Minister) and approved by the Governor in Council prepared in the form of the table in the Sixth Schedule to the *State Savings Banks Act* 1915)

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 parish of county of being allotment of

section in the State of Victoria containing more or less 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 re-

sumption for the 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 re-

quired 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 h executors administrators or transferees by the Governor for the time being acting with the advice of the Executive

Council such notice to the lessee h 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 date of these presents to mine in and upon Crown lands Provided that compensation shall be paid to the lessee h

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 on the day of and

day of in every year clear of all deductions and

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

one further half-yearly instalment of Payment of the first of such half-yearly instalments having been made the next of the said half-yearly payments to be made on the 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 day of next following 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 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 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 will at all times during the same period of six years when so required by the Minister furnish the Minister with a statutory declaration to the effect that neither he nor they (as the case may be) have directly or indirectly transferred assigned sublet mortgaged or parted with the possession of the land hereby demised.
6. That neither he nor they shall or will for a period of six years from the commencement of this lease take in stock for agistment on the land hereby demised or permit any of such land to be cropped or used by any person other than himself or themselves (as the case may be) without the previous written consent of the Board first had and obtained.
7. That he or they after the expiration of the six years hereinbefore limited will not during the term hereby created transfer assign sublet 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
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* 1915 included in the term "vermin" or which the Governor in Council may by proclamation in the *Government Gazette* declare or have declared to be vermin for the purposes of the said Act or any Act thereby repealed 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* 1915 enclose the land described herein with a fence of such kind as will come within the meaning assigned to the word "fence" by Part I. of the *Land Act* 1915 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 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.
11. 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.
12. 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.
13. 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.

14. 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.

15. *That every holder of a miner's right or of a licence to search for metals or minerals or of a gold-mining lease or of a mineral lease shall have the right and that the lessee 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.*

16. 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 1915* from time to time by the Governor in Council.

17. That these presents are upon this condition that if at any time more than one half-yearly instalment is in arrear (the payment of the same not having been suspended by the Board under the power in that behalf hereinafter contained) or if and whenever there shall be a breach of or non-compliance with any of the other 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 with the consent in writing of the Minister be prevented by payment of such instalment with an additional sum equal to Five per centum of the amount of such instalment.

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 his heirs or successors. 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.

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 (the payment of the same not having been suspended by the Board under the power in that behalf hereinafter contained) 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 his heirs or successors had obtained judgment in ejectment for recovery of possession of the said land and a 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 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.

21. 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 Excellency

Governor 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 hath hereunto affixed its common seal and the lessee hath hereunto set his hand and seal.

SCHEDULE HEREINBEFORE REFERRED TO.

In the event of the lessee being unable at any time to pay his instalments as they become due The Board of Land and Works may if the lessee has otherwise complied with the conditions of this lease suspend the payment of such instalments as will not exceed Sixty pounds per centum of the value of the improvements effected on the land hereby demised over and above any encumbrance thereon and allow the lessee to pay the arrears of instalments so suspended with interest at the rate of £5 per centum per annum thereon added either in one amount or spread over a definite time to be determined by the Board.

<p>The Common Seal of the Board of Land and Works was hereunto affixed the day of _____ in the year of our Lord One thousand nine hundred and _____ in the presence of—</p> <p style="text-align: right;">President. Member.</p> <p>Signed sealed and delivered by the above-named _____ in the presence of—</p>	<p>(L.S.)</p> <p>(L.S.)</p>
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SCHEDULE T¹.—(CHAP. VIII., PART 2.)

CONDITIONS OF LICENCE FOR LIMB 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 debris 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. Limb 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 three-pence per bag shall be charged if delivery be required at the kiln, or into boats as is now the practice in connexion with the Limeburners' 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 three-pence 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 section 25 of the *Land Act* 1915, 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 T¹.—(CHAP. VIII., PART 2.)

Corr. No.

Number of licence—

Fee per annum,
payable as follows:—

G.



R.

This number should be quoted in
any correspondence relating
to this licence.

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 129, THE "LAND ACT 1915."

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 1915, 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 , 19

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 without the consent in writing of the Minister of the Crown for the time being administering the Land Act 1915 (hereinafter referred to as the Minister).

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 not expressly authorized by the same which, if it were done by a stranger, 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 153rd section of the Land Act 1915.

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 T³.—(CHAP. VIII., PART 2.)

G.R.

VICTORIA.

Corr. No.
Fee per annum
£ s. d.

Department of Lands and Survey,
Melbourne,

19

Section 129, the *Land Act* 1915.

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* 1915, give and grant to of in consideration of the payment of the sum of pounds shillings pence, in advance, to the Receiver of Revenue at subject to the fulfilment and observance of the conditions set forth 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 the day of 19, the Crown lands more particularly described or delineated in the Schedule hereto, for the following purpose, that is to say:—Site for a dwelling and garden.

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

CONDITIONS UNDER WHICH THIS LICENCE IS ISSUED.

1. That the licensee shall within six (6) months from the day of 19, enclose with a good and substantial fence the land described in this licence, and erect on such land a dwelling of the value of not less than Twenty-five pounds (£25).
2. That the licensee shall within twelve (12) months from the day of 19, establish his home on the land described in this licence, and, if married, the home of his family, and shall personally reside on such land during the continuance of this licence, and shall, moreover, cultivate at least one-fourth (¼) portion thereof.
3. That the licensee shall not sublet, assign, transfer, or part with the possession or grant the use of or agree to assign, transfer, or part with the possession of the land described in this licence or any portion thereof without the consent, in writing, of the Board of Land and Works first had and obtained.
4. The licensee may, with the consent, in writing, of the Minister of the Crown for the time being administering the *Land Act* 1915 first had and obtained, assign, or give a lien over the improvements on the land described in this licence.
5. That this licence shall be produced by the licensee upon the request of any Bailiff of Crown lands.
6. That the non-observance of or non-compliance with or non-performance of any of the obligations or conditions set forth in this licence shall render such licence null and void, and the Governor in Council may thereupon cancel such licence, and cause the land described therein to be re-entered by any Bailiff of Crown Lands and dealt with as unoccupied Crown land.

October 21, 1915

4076

Victoria Gazette

No. of Licence—

SCHEDULE T⁴.—(CHAP. VIII., PART 2.)

VICTORIA.

Corr. No.—

Number of Licence—

G.  R.

VICTORIA.

Department of Lands
and Survey.

Department of Lands and Survey,

Melbourne,

19

Section 129, the *Land
Act 1915*.

Fee per annum, £ s. d.

Fee per annum, £ s. d.

MINER'S RESIDENCE SITE.

Section 129, the *Land Act 1915*.

SITE FOR A DWELLING.

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 1915*, give and grant to

Name of Licensee—

of
in consideration of the payment of the sum of

Address—

shillings pence, in advance, to

Date of Licence 19

the Receiver of Revenue at
subject to the fulfilment and observance of the conditions set forth 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 the

In the township of

being allotment

19, the Crown lands more particularly described or delineated in the Schedule hereto, for the following purpose, that is to say:—

of section

and containing

SITE FOR A DWELLING.

a. r. p.

Schedule.

I hereby agree
to accept this licence,
the receipt of which is
acknowledged, upon the
terms and conditions
therein specified.

Licensee.

Witness—

Description.

Diagram where necessary.

All the Crown land situate
in the township of
being allotment
of section , and con-
taining roods
perches, or thereabouts,
subject to any modification
of boundaries of the site that
may be deemed necessary at
any time during the currency
of this licence.

This licence expires on
the day of
December, 19

Signature—

N.B.—Be careful to observe that this licence
expires on the day of December, 19

Conditions under which this Licence is Issued.

1. That the licensee shall within one (1) month from the day of 19, commence to erect on the land described in this licence a dwelling of the value of not less than Twenty-five pounds (£25), and shall within three months complete the erection of such dwelling and enclose the land hereby licensed with a good and substantial fence.
2. That the licensee shall within six (6) months from the day of 19, establish his home on the land described in this licence, and shall personally reside on such land during the continuance of this licence.
3. That the licensee shall not sublet, assign, transfer, or part with the possession or grant the use of or agree to assign, transfer, or part with the possession of the land described in this licence or any portion thereof without the consent, in writing, of the Minister of the Crown for the time being administering the *Land Act 1915* (hereinafter referred to as the Minister) first had and obtained.
4. That the licensee shall keep the area licensed in a cleanly and orderly condition to the satisfaction of the Minister.
5. That the licensee shall on the area licensed and on a rear corner thereof erect a closet with floor measurement of not less than five (5) feet by three (3) feet to be constructed of wood, with iron roof, and the pan door to be placed in the wall abutting on the right-of-way.
6. That this licence shall be produced by the licensee upon the request of any bailiff of Crown lands.
7. That the non-observance of or non-compliance with or non-performance of any of the obligations or conditions set forth in this licence shall render such licence null and void, and the Governor in Council may thereupon cancel such licence and cause the land described therein to be re-entered by any bailiff of Crown lands, and dealt with as unoccupied Crown land. Provided always that, with the consent, in writing, of the Minister the outgoing licensee may within one month from date of cancellation of licence sell or remove the improvements on the land hereby licensed.

SCHEDULE T⁵.—(CHAP. VIII., PART 2.)

VICTORIA.

No. of Licence.

Corr. No.

Department of Lands and Survey,
Melbourne, 19

Fee per annum,

£ s. d.

Dwelling and Garden, Township of Wonthaggi.

Section 129, the *Land Act* 1915.

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* 1915, give and grant to of in consideration of the payment of the sum of pounds shillings pence, in advance, to the Receiver of Revenue at subject to the fulfilment and observance of the conditions set forth 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 the day of December, 19, the Crown lands more particularly described or delineated in the schedule hereto, for the following purpose, that is to say:—

Dwelling and Garden.

Schedule.

Diagram where
necessary.

Description.

All the Crown land situate in the township of Wonthaggi, being allotment of section and containing acres roods perches, or thereabouts, 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 December, 19.

Conditions under which this Licence is Issued.

1. That the licensee shall within one (1) month from the day of 19, commence to erect on the land described in this licence a dwelling of the value of not less than Twenty-five pounds (£25), and shall within three months complete the erection of such dwelling and enclose the land hereby licensed with a good and substantial fence.
2. That the licensee shall within six (6) months from the day of 19, establish his home on the land described in this licence, and shall personally reside on such land during the continuance of this licence.
3. That the licensee shall within twelve (12) months from the day of 19, clear, break up, and cultivate as a garden or orchard an area of not less than half an acre of the land hereby licensed, and within two years from the said date shall clear, break up, and cultivate as a garden or orchard an area of not less than one acre of the land hereby licensed.
4. That the licensee shall not sublet, assign, transfer, or part with the possession or grant the use of or agree to assign, transfer, or part with the possession of the land described in this licence or any portion thereof without the consent, in writing, of the Minister of the Crown for the time being administering the *Land Act* 1915 (hereinafter referred to as the Minister) first had and obtained.
5. That the licensee shall keep the area licensed in a cleanly and orderly condition to the satisfaction of the Minister.
6. That the licensee shall on the area licensed and on a rear corner thereof erect a closet with floor measurement of not less than five (5) feet by three (3) feet, to be constructed of wood with iron roof, and the pan door to be placed in the wall abutting on the right of-way.
7. That this licence shall be produced by the licensee upon the request of any Bailiff of Crown Lands.
8. That the non-observance of or non-compliance with or non-performance of any of the obligations or conditions set forth in this licence shall render such licence null and void, and the Governor in Council may thereupon cancel such licence and cause the land described therein to be re-entered by any Bailiff of Crown Lands and dealt with as unoccupied Crown land. Provided always that with the consent, in writing, of the Minister the outgoing licensee may, within one month from date of cancellation of licence, sell or remove the improvements on the land hereby licensed.

SCHEDULE T⁶.—(CHAP. VIII., PART 2.)

Corr. No.

Number of licence—

Fee per annum,
payable as follows:—

G.



R.

This number should be
quoted in any correspond-
ence relating to this
licence.

VICTORIA.

Schedule of Payments.

	£	s.	d.	Initials of Receiver.	Date of Receipt.	
On delivery of this licence						Department of
On 1st April, ...						Lands and Survey,
On 1st July, ...						Melbourne,
On 1st October, ...						

SECTION 129, THE LAND ACT 1915.

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 1915*, 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, for a saw-mill:—

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 without the consent in writing of the Minister of the Crown for the time being administering the *Land Act 1915* (hereinafter referred to as the Minister).
2. No building shall be erected outside of the boundaries of the licensed site.
3. No goats shall be kept by licensee or by person or persons in his employment within the Protected forest wherein the mill is situated.
4. 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.
5. The licensee shall, within a period of three months from the date of issue of this licence, erect on the licensed site an effective saw-mill plant with a cutting capacity of not less than 20,000 superficial feet per week, and shall operate the same for the cutting of indigenous hardwood in a *bona fide* manner. Provided, however, that in any case where the licensee proves his *bona fides* in the matter of the erection of a mill of or above the requisite power on the said site, the limit of time for erecting and operating the said saw-mill plant may be extended by the Minister for a further period of three calendar months. In the case of a second mill site on which the special fees prescribed have been paid, the enforcement of the foregoing condition may be suspended for such time as the Minister may deem reasonable, provided that the licensed holder thereof has a saw-mill of or above, the prescribed cutting capacity erected and regularly working on another licensed site in or upon the same Protected forest or some Reserved forest, or Crown lands, or within the same forest district.
6. In any case where a licensee has not erected and operated in a *bona fide* manner within the prescribed period a saw-mill plant of or above the prescribed cutting capacity on the site held by him under licence, and desires to transfer the same to some other person, firm, or company, both the licensee and the person, firm, or company to whom it is proposed to transfer the licence shall furnish a statutory declaration setting forth the sum of money which is to be paid as consideration for the transfer, and the granting of the transfer, if authorized by the Minister, shall be subject to prepayment to the Crown of one-half of such sum of money as the requisite fee and premium.
7. This licence is subject to the condition that the licensee shall faithfully observe and carry out all Regulations which are now in force, or may hereafter during its currency be made by the Governor in Council for the proper working and protection of the Protected forest or area of Crown lands within which the saw-mill is situated, or any Reserved forest whence saw-mill logs are obtained by the licensee, and it is further expressly declared that such licence is granted subject to the payment to the Crown monthly on presentation to the licensee of the requisite claim or account of a royalty of _____ pence (_____ d.) for each and every hundred feet superficial measurement of all merchantable timber off the saw cut from Crown logs at the licensed mill.
8. The saw-dust shall not be removed or carried by water, but shall be removed by vehicles, trucks, or barrows, and deposited so as not to pollute any stream, spring, or pool of fresh water.

9. This licence shall be produced by the licensee upon the request of any bailiff of Crown lands or police constable or officer.

10. When the holder of the licence does any act not expressly authorized by the same which, if it were done by a stranger 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 153rd section of the *Land Act* 1915.

11. 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.

12. 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.

13. The non-observance of or non-compliance with, or the non-performance of, any of the obligations or conditions specified in this licence shall render this licence liable to be declared null and void by the Minister at his discretion, and on the Minister so declaring the licence to be null and void 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.

SCHEDULE T.—(CHAP. VIII., PART 2.)

Corr. No.

Number of Licence—

This number should be quoted in any correspondence relating to this licence.

Department of Lands and Survey,
Melbourne, 19

Fee per annum—

£ s. d.

VICTORIA.

SECTION 129, THE LAND ACT 1915.

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* 1915, give and grant to
of _____ in consideration of the payment of the sum
of _____ pounds _____ shillings
pence in advance, to the Receiver of Revenue at
subject to the fulfilment and observance of the conditions set forth
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
the _____ day of December 19____, the Crown lands more particu-
larly described or delineated in the Schedule hereto, for the following
purpose, that is to say, for a site for a Bathing Box.

Schedule.

Description.	Diagram where necessary.
All the Crown land situate at _____ in the parish of _____ 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 December, 19____.

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 without the consent in writing of the responsible Minister of the Crown for the time being administering the *Land Act* 1915 (hereinafter referred to as the Minister).

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 not expressly authorized by the same which, if it were done by a stranger, 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 153rd section of the *Land Act* 1915.

4. 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.

5. 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.

6. The building erected on the site shall be in accordance with a design approved by the Minister, and shall be maintained in good repair and painted in approved colours.

7. The building shall be used for the purpose of a bathing box and for no other purpose.

8. Where the site is not defined by survey no bathing box shall be erected within a distance of six feet (6 ft.) from any existing bathing box.

9. The site licensed shall be used for one bathing box in association with one residential house only.

10. The number of the site as given by the Department shall be affixed to the building erected thereon.

11. The position, design, construction, and colouring of the building shall be subject to the direction of the inspecting officer.

12. The site shall not be occupied until first approved by the inspecting officer, and no excavation or cutting shall be made unless specially authorized by him.

13. The licensee shall be responsible for the good behaviour of all persons using the bathing box erected on the site.

14. 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.

SCHEDULE T^A.—(CHAP. VIII., PART 2.)

Fee per

—£

G.



R.

No.

VICTORIA.

Section 129 of the *Land Act* 1915.

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* 1915, 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 of the Crown for the time being administering the *Land Act* 1915, 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. This licence does not apply to the beds and banks of any river, creek, stream, water-course, or lake as defined by the *Water Act* 1915.

The condition specified hereunder shall be inserted in all licences issued under section 129 of the *Land Act* 1915, 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 bailiff of Crown lands.

SCHEDULE U.—(CHAP. VIII., PART 2.)

Fee per annum, £ s. d.

No.

GRAZING LICENCE UNDER SECTION 121, LAND ACT 1915.

Department of Lands and Survey,
Melbourne,

KNOW ALL MEN that I the undersigned (being in that behalf duly authorized by the Governor of Victoria) in pursuance of the *Land Act 1915* and in consideration of the sum of

duly paid by the person hereinafter mentioned, do hereby give to
of
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 19 ;
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 1915*, except under the 121st section of the *Land Act 1915*, or being resumed by order of the Governor Lieutenant 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 1915* 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 1915* (hereinafter referred to as the Minister) 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.
7. 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.
8. That where improvements shall be authorized under section 123 of the *Land Act 1915*, the licensee shall notify, on completion, that such improvements have been made, otherwise the work will not be recognised.
9. The interest in this licence shall not be transferred without the consent of the Minister, and the payment of a fee of 10s.
10. The licence shall be liable for forfeiture if the licensee commit a breach of or neglect to comply with these conditions.
11. The publication of a notice in the *Government Gazette* purporting to declare that the Governor, Lieutenant Governor, or Administrator of the Government of Victoria, with the advice aforesaid, has forfeited this licence shall be conclusive evidence that the licence is forfeited.
12. 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.
13. 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.
14. 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 1915* in like manner as holders of freehold lands.
15. The licensee shall keep the land free from vermin, and should he fail to do so the licence shall be liable for forfeiture.
16. 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.
17. The taking in of stock for agistment, or otherwise allowing the use in any way of the land or part thereof by any person other than the licensee without authority in writing by the Minister is forbidden.
18. In the event of the area being damaged by fire, the licence may be forfeited unless the licensee satisfy the Minister that neither he, directly or indirectly, nor his workmen or servants were in any way responsible therefor.

SCHEDULE V.—(CHAP. VIII., PART 2.)

Fee per annum,

£ s. d.

Pay Office.

No.

121

GRAZING LICENCES UNDER SECTION 121, *Land Act 1915*.Department of Lands and Survey,
Melbourne,

KNOW ALL MEN that I, the undersigned (being in that behalf duly authorized by the Governor of Victoria), in pursuance of the *Land Act 1915*, 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, and 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 thirtieth day of
June, 19 ; and is issued subject to the conditions on the back hereof.

Schedule.

All these Crown lands, Parish of
containing acres or thereabouts.

CONDITIONS.

1. The rent for the year ending the 30th day of June, 19 , shall be
and shall be payable on demand and thereafter the yearly
rent shall be fixed from time to time by the responsible Minister of the
Crown for the time being administering the *Land Act 1915* (hereinafter
referred to as the Minister) and shall be payable annually in advance on
the 1st day of July in every year.
2. The Governor in Council or the Board of Land and Works may at
any time enter upon the whole or portion of the land hereby licensed, for
the purpose of resuming the same, if required for reserves for public pur-
poses railways roads highways canals or other internal communication
through such lands or for reservoirs or for mining purposes, and in the
event of such entry the licensee his executors administrators and assigns
shall remove any improvements from off the land so resumed and relin-
quish and give up possession of the same to His Majesty his heirs or
successors. No compensation for severance or for any person's interest in
the unexpired term of the licence shall be given or allowed.
3. This licence is subject to the rights of the holders of miner's rights or
of mining leases now issued or hereafter to be issued to enter upon the land
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. 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.
5. The licensee shall be at liberty, with the consent, in writing, of
the Minister, to enclose with a fence the whole or any part of the land
hereby licensed.
6. The interest in this licence shall not be transferred without the
consent, in writing, of the Minister, and the payment of a fee of Ten
shillings.
7. The licensee shall destroy all thistles on the land hereby licensed and
on the half-width of the adjoining roads, and shall be responsible for the
destruction of thistles under the *Thistle Act 1915*, in like manner as
holders of freehold land.
8. The licensee shall keep the land hereby licensed free from vermin,
and, should he fail to do so, the licence shall be liable to forfeiture.
9. The licensee shall be at liberty to take in stock for agistment for
such periods as the Minister may from time to time determine.
10. The licence shall be liable to forfeiture if the licensee commit a
breach of, or neglect to comply with any of the preceding conditions.
11. The publication of a notice in the *Government Gazette* purporting to
declare that the Governor in Council has forfeited this licence shall be
conclusive evidence that the licence is forfeited.

SCHEDULE W.—(CHAP. VIII., PART 2.)

G.R.

VICTORIA.

BEE FARM LICENCE.

Corr. No.

This number should be
quoted in any corre-
spondence relating to
this licence.

Fee per annum,
payable in advance.

£ s. d.

Department of Lands and Survey,
Melbourne, 19

Section 132 of the *Land Act 1915*.

KNOW ALL MEN that I, Commissioner
of Crown Lands and Survey in and for the State of Victoria, do
hereby, in pursuance of the *Land Act 1915* grant to
of in consideration of the payment of the annual sum
of pounds shillings pence, 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
the date hereof, and to occupy as a site for a bee farm until the

day of 19 , and no longer, the Crown lands more particularly described or delineated in the Schedule hereto.

Schedule.

Description.	Diagram.
All the Crown land situated 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 19 .

This licence, together with the receipt for the current year'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 or transferred without the previous consent, in writing, of the Minister of the Crown for the time being administering the *Land Act 1915* (hereinafter referred to as the Minister), and the payment of a fee of 10s.
2. This licence shall be produced by the licensee upon the request of any bailiff of Crown lands, or police constable or officer, or the lessee or licensee of the block on which the area comprised in this licence is situated.
3. When the holder of the licence does any act not expressly authorized by the same which, if it were done by a stranger, would be punishable as a 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, or the lessee or licensee of the block on which the area comprised in this licence is situated, he shall be conclusively deemed to be a person not licensed or otherwise authorized to do such act within the meaning of the 153rd section of the *Land Act 1915*.
4. No person, company, corporation, or firm shall hold more than three bee farm licences, or a licence or licences for more than ten acres in the whole.
5. Every licence shall be issued for a period not exceeding one year, but during a period of seven years from the date of issue may be renewed by the Minister, if he thinks fit, from year to year by an indorsement on the licence.
6. The applicant for a licence or renewal of a licence shall pay to the Minister, in advance, before the issue or renewal thereof, such annual licence-fee as the Minister may fix.
7. The licensee may, at his own risk, erect any buildings or fences, or make any improvements on his bee farm site, but shall remove the same without any right to compensation whenever so directed by the Minister in writing.
8. No fence shall be erected on any bee farm site except on the boundary thereof, nor unless the boundaries thereof are clearly defined by a survey approved by the Surveyor-General.
9. No dog shall be kept or be allowed to remain on any bee farm site.
10. The Minister may at any time cancel any bee farm licence in the event of it being proved to his satisfaction that the licensee has committed or permitted in connexion with the bee farm site a contravention of any of the provisions of the *Land Act 1915* or of the terms or conditions of the licence.
11. No licensee shall permit the careless use of fire on or near his bee farm site.
12. No cultivation by the licensee on a bee farm site shall be allowed without the previous consent, in writing, of the Minister.
13. The licensee of a bee farm site is entitled, without payment, to a right of ingress, egress, and regress for himself and his family, and his agents and workmen, with or without horses or vehicles, over and across any land held under any grazing area lease or grazing licence between any such bee farm site and any public road or track by the shortest practical route, and shall close all gates or slip panels that he may open, and in default thereof shall be liable, on conviction, to a penalty not exceeding Five pounds.
14. The non-observance of 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.
15. If, during the period for which this licence is issued, the Minister deems the resumption of the whole, or any part of, the land described in this licence necessary for public purposes, the Minister may resume possession of the land, or of part thereof, without giving compensation to the licensee for so doing, at the expiration of one month after the licensee has been served with a notice under the hand of the Minister, of his intention to resume possession of the land, or of part thereof.

16. 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 X.—(CHAP. VIII., PART 2.)

G.R.

VICTORIA.

BEE RANGE AREA LICENCE.

Corr. No.

This number should be quoted in any correspondence relating to this licence.

Fee per annum, payable in advance.

£ s. d.

Department of Lands and Survey,
Melbourne, 19

Section 138, of the *Land Act 1915*.

KNOW ALL MEN that I, Commissioner of Crown Lands and Survey in and for the State of Victoria, do hereby, in pursuance of the *Land Act 1915*, grant to of in consideration of the payment of the annual sum of pounds shillings pence, in advance, to the Receiver of Revenue at , subject to the fulfilment of the conditions printed or written on the back hereof, this bee range area licence for one (1) year from the date hereof, which confers on the licensee a right to the use by his bees of any trees on Crown lands within one mile of the site of the apiary of such licensee which is indicated on the sketch hereunder:—

Signature

N.B.—Be careful to observe that this licence expires on the day of 19

This licence, together with the receipt for the current year'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 bee range area described in this licence shall not be sublet or transferred without the previous consent, in writing, of the Minister of the Crown for the time being administering the *Land Act 1915* (hereinafter referred to as the Minister), and the payment of a fee of 10s.
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 not expressly authorized by the same which, if it were done by a stranger, 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 153rd section of the *Land Act 1915*.
4. No person, company, corporation, or firm shall hold more than three bee range area licences.
5. Every bee range area licence shall be issued for a period not exceeding one year, but during a period of seven years from the date of issue may be renewed by the Minister, if he thinks fit, from year to year by an indorsement on the licence.
6. The licensee shall pay to the Minister, in advance, before the issue or renewal of a bee range area licence, an annual licence fee, to be fixed by the Minister, of not less than One halfpenny for each and every acre within one mile of the site of his apiary, as specified in the licence.
7. A bee range area licence shall not be granted in respect of any apiary which is within two miles from the site of any other apiary in a licensed bee range area.
8. The Minister may at any time cancel any bee range area licence in the event of it being proved to his satisfaction that the licensee has committed or permitted, in connexion with the bee range area, a contravention of any of the provisions of the *Land Act 1915* or of the terms or conditions of the licence.
9. A bee range area licence shall confer on the licensee a right to the use by his bees of any trees on Crown lands within one mile of the site of the apiary of such licensee.
10. A bee range area licence shall not confer on the licensee any right whatever to enter or remain on any Crown land or any land held by any other person under lease or licence from the Crown.
11. The non-observance of 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.

PART III.—MALLEE LANDS.

For the purpose of these Regulations under Part III., unless the context be inconsistent therewith, the words "Selection Purchase Allotment," "Board," "Mallee Country," "Owner," "Perpetual lessee," and "Vermin," shall have the respective meanings assigned to them in Section 193 of Part II. of the *Land Act* 1915.

Chapter I.—Agricultural Allotments and Selection Purchase Allotments.

1. All the provisions of Parts I. and II. of these Regulations which are applicable to Agricultural and Grazing Allotments and to Selection Purchase Allotments shall, so far as is consistent with this part of these Regulations and except where otherwise in this Part expressly provided, apply and extend to Agricultural and Grazing Allotments and to Selection Purchase Allotments of land in the Mallee country and to persons entitled to select the same and to licences or leases and to licensees or lessees thereof and to any other persons whomsoever.

RESIDENTIAL AND NON-RESIDENTIAL SELECTION PURCHASE LEASES.

2. Every application to select a selection purchase allotment shall be made in the form prescribed in Schedule 10 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 5s. duty stamp or the monetary value thereof; but if the applicant is the holder of a perpetual lease and desires to select thereout, a fee for certificate of registration shall not be required. Section 193
Land Act 1915.

3. Any applicant for a lease who shall have affixed a duty stamp for the sum of Five Shillings (5s.) as fee for registration, shall, in the event of his application not being recommended by a Local Land Board to be granted, or in the event of his application being refused or disallowed on appeal, be at liberty to lodge, from time to time, without further fee, applications until one of them is recommended by a Local Land Board to be granted, provided that the applicant, in the first instance, be considered by a Local Land Board to be a person who should be allowed to acquire Crown lands under lease.

Two or more applications for allotments in any special subdivision which is made available for selection may be made, at the same time, by any one person, without affixing more than one duty stamp of 5s.

4. Applications for lands declared available received on the same day or on or before a date specified in a published notice for the same allotment shall be considered as simultaneously lodged, but in no case shall priority of application be deemed to confer a preferential claim to a lease of any selection purchase allotment as against subsequent applicants.

5. 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 unless his evidence has been taken at a previous Board.

6. Residential selection purchase leases for Mallee allotments shall be in the form and subject to the conditions specified in Schedule AA hereto, and to such other exceptions, reservations, covenants, and conditions as the Governor in Council may in any particular case direct. Sections 197 and
199 *Land Act*
1915.

7. Non-residential selection purchase leases shall be in the form and subject to the conditions prescribed in Schedule AB hereto, and to such other exceptions, reservations, covenants, and conditions as the Governor in Council may in any particular case direct. Sections 197 and
199 *Land Act*
1915.

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

8. Crown Grants of Mallee lands sold by auction on or after the 1st October, 1915, shall be in the form prescribed in Schedule AC¹ hereto, and shall be subject to such other exceptions, reservations, covenants, and conditions as the Governor in Council may in any particular case direct. Section 197
Land Act 1915.

Crown Grants of Crown Lands (Mallee) leased as Selection Purchase Allotments under Division 1 Part 2 of the *Land Act* 1915 shall be in the form prescribed in Schedule AC² hereto, and shall be subject to such other exceptions, covenants, reservations, and conditions as the Governor in Council may in any particular case direct.

PERPETUAL LEASES.

9. The fee for preparation of a perpetual lease shall be One pound.

10. The fee for a consolidated consent to transfer or mortgage two perpetual leases shall be One pound two shillings.

The fee for a consolidated consent to transfer or mortgage, which embraces more than two leases, shall be increased by the sum of Two shillings for each lease in excess of two (2).

SCHEDULE AA.—(CHAP. I., PART 3.)

Entered in the Register Book, Vol. Fol.

Assistant Registrar of Titles.

RESIDENTIAL LEASE OF SELECTION PURCHASE ALLOTMENT—MALLEE.

THIS INDENTURE dated in accordance with the *Land Act 1915* the day of in the year of our Lord One thousand nine hundred and 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 GEORGE V. of the one part and of (hereinafter called the "lessee") of the other part Whereas the lessee having applied for this lease 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 lessee violate or fail to comply with any of the provisions of the *Land Act 1915* NOW THIS INDENTURE 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 selection purchase allotment situate in the Mallee country in the parish of county of in the State of Victoria containing more or less of class land delineated on the plan kept in the Crown Lands Office of land in the said parish which under the *Land Act 1915* is available for being selected under selection purchase lease and thereon shown as allotment of section 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 EXCEPTING and reserving nevertheless 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 part or 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 part or parts of the said land as shall from time to time be 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 and also such part or parts of the said land as shall from time to time be required for the execution construction completion or extension of any waterworks irrigation or drainage works now made or in the course of construction or hereafter to be made under the authority of any present or future laws such part or 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 or the lessee's executors administrators or assigns by the Governor acting by and with the advice of the Executive Council such notice to the lessee or the lessee's executors administrators or assigns to be sent through the post office addressed to the occupier of the land ALSO EXCEPTING unto His Majesty his heirs and successors all gold and silver and auriferous and argentiferous earth or stone and all copper tin iron antimony coal and all other metals minerals and mineral ores whatsoever and all mines seams veins lodes and deposits containing gold silver copper tin iron 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 thereon or therein for gold silver copper tin iron antimony coal and all other metals and minerals and mineral ores and to extract and remove therefrom any gold silver and auriferous and argentiferous earth or stone copper tin iron antimony coal and other metals and minerals and mineral ores and for the purposes aforesaid to sink shafts erect machinery and carry on any works and do any other things which may be necessary or usual in mining PROVIDED ALWAYS 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 iron 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 date of these presents to mine for gold and silver in and upon Crown lands PROVIDED that compensation shall be paid to the lessee the lessee's executors administrators assigns or 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 168 of the *Land Act 1915* to have and to hold the said 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 yielding and paying for the same unto His Majesty the King his heirs and successors during the said term the rent of per annum 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 296 of the *Land Act 1915* such rent to be always paid by equal half-yearly payments in advance on the day of and the day of

Note. — The in each year clear of all deductions the first of the half-yearly payments having been made the next of the said measurements are approximately given of half-yearly payments to be made on the day next and the last of the half-yearly payments to be made on the day next preceding the expiration of the term of this lease 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 and 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 or successors the rent hereby reserved by equal half-yearly payments in advance on the days hereinbefore appointed for the payment thereof clear of all deductions.

2. That if any rent payable under this demise be in arrear for one year or any longer period he or they will pay interest thereon at the rate of Five pounds per centum per annum PROVIDED ALWAYS that nothing herein contained shall prejudice or lessen any powers or remedies of His Majesty or The Board of Land and Works (hereinafter called the "Board") or the Minister of the Crown for the time being administering the *Land Act* 1915 under these presents or extend to or confer on the lessee his executors administrators or assigns any rights whatsoever in addition to those contained in these presents.

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

4. That he or they will observe and be bound by the conditions following which are included as conditions in this lease in accordance with the requirements of section 205 of the *Land Act* 1915 the land now demised being hereby declared to be subject to such section.

(a) That he or they will clear and cultivate to the satisfaction of the Board at least one-fourth of the land hereby demised within two years after obtaining a permit to occupy the same.

(b) That such land shall and will at all times be maintained and used for the purpose of residence or for the purpose of agriculture and grazing and that no person shall or will be permitted to subsequently acquire or hold as beneficial owner (whether in his own name or in the name or names of any other person or persons) more than one thousand acres of land in the Mallee country or Mallee Border if the land is in the first class or more than one thousand six hundred acres of such lands if the land is in any other class and a like condition will be embodied in the Crown grant if issued.

(c) That he or they shall and will as and where the Board may direct and to the satisfaction of the Board protect or cause to be protected from fire or any other destruction whatsoever all indigenous trees growing upon an area of not less than three per centum of the total area of the land hereby demised PROVIDED NEVERTHELESS that the Board may if it thinks fit by writing under the Seal of the Board in lieu of this condition permit the planting as and where the Board may direct and to the satisfaction of the Board of a like area with trees of such kind or kinds in such manner and in such numbers as may be prescribed by regulations made by the Governor in Council in that behalf.

(d) That in the event of any breach of any of the conditions hereinbefore contained His Majesty his heirs and successors may at any time re-enter upon the land hereby demised and hold possess and enjoy the same as fully and effectually to all intents and purposes as if this lease had never been made PROVIDED ALWAYS that any breach of the condition set forth in the next preceding paragraph (c) hereof may be waived by the Governor in Council if the lessee or any mortgagee or licensee comply within twelve months after notice in writing under the seal of the Board of the occurrence of any such breach with the requirements of the said condition to the satisfaction of the Board.

A. (1) That the lessee will not within the first six years of the term hereby granted

(a) Transfer assign mortgage sublet or part with the possession of the whole or any part of the land hereby demised or

(b) Contract agree undertake or attempt to transfer assign mortgage sublet or part with the whole or any part thereof or

(c) Without the consent in writing of the Board take in stock for agistment thereon.

(2) That neither the lessee nor the lessee's executors administrators or assigns will at any time after the first six years of the term hereby granted sell transfer assign mortgage or sublet the whole or any part of the land hereby demised unless and until these presents have been indorsed under the Seal of the Board to the effect that all conditions and covenants of these presents during the first six years of the term hereof have been complied with.

- (3) That these presents shall become absolutely void on any breach of the provisions of this covenant or (save as in the *Land Act* 1915 otherwise expressly provided) on the assignment or transfer whether by operation of law or otherwise of the whole or any portion of the land hereby demised.

6. That he or they will at once and to the satisfaction of the Board commence and continue to destroy and will within two years after the date of these presents have destroyed to the satisfaction of the Board the animals and birds by the *Land Act* 1915 included in the term "vermin" or which the Governor with the advice of the Executive Council may by proclamation in the *Government Gazette* declare or have declared to be vermin for the purposes of the said Act or any Act thereby repealed upon such land and to keep the same free from such animals and birds to the satisfaction of the Board during the first six years of the term hereby granted.

7. That the lessee will if not sooner called upon under the provisions of the *Fences Act* 1915 within six years from the date of these presents enclose the land hereby demised with a fence of such kind as shall come within the meaning assigned to the word "fence" by the *Land Act* 1915 and will keep the same in repair PROVIDED that if he or they prove 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 if in the opinion of the Board the enclosing of the whole or any part of such land with a fence is not required the Board may in writing accept as compliance with this covenant the expenditure by him or them on such land for substantial and permanent improvements of an amount equivalent in the opinion of the Board to the cost of fencing.

8. That the lessee will within twelve months after the date of these presents and thenceforward without intermission (except when excused under the condition of some express provision of the *Land Act* 1915 in that behalf) during the first six years of the term hereby granted occupy personally the land hereby demised.

9. That the lessee his executors administrators or assigns will on the land hereby demised make substantial and permanent improvements certified in writing under the Seal of the Board to be equivalent to the value of _____ per acre before the end of the _____ year of the term hereby granted and to the full value of _____ per acre before the end of the sixth year thereof.

10. 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* 1915 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 leased 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 that 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 on that behalf.

12. That he or they at all times during the term hereby granted will *bonâ fide* comply with all and will not violate any of the provisions of the *Land Act* 1915.

13. That the lessee during the first six years of the term hereby granted will keep in good condition and repair all buildings fences and other permanent improvements for the time being situate on the land hereby demised reasonable wear and tear and damage by fire or tempest alone excepted.

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

15. That in order to protect the interest (if any) of the Lands Purchase and Management Board therein the lessee his executors administrators and assigns will insure and keep insured against fire all buildings on the land hereby demised by a policy made out in favour of the said Lands Purchase and Management Board for such insurable amount as may be prescribed by regulations of the Governor in Council and as the said Lands Purchase and Management Board may approve.

16. It is a condition of these presents that the Board or any person appointed by it in that behalf may at any time enter upon the land hereby demised to ascertain if the covenants and conditions hereof are being performed and observed by the lessee.

17. It is a further express condition of these presents that the same shall be absolutely void if it at any time be shown to the satisfaction of the Governor in Council that the lessee became such lessee or that the lessee held or continued to hold this lease in violation of or non-compliance with any of the provisions of the *Land Act* 1915.

AND FURTHER that the same shall be voidable at the will of the Governor with the advice aforesaid in the event of any rent being in arrear whether the same has been demanded or not or in the event of any breach of or non-compliance with any of the covenants or conditions of these presents by the lessee or if there has been any violation of any of the provisions of the *Land Act* 1915 applicable hereto PROVIDED ALWAYS that the production of a copy of a *Government Gazette* containing a notice purporting

to be signed by the responsible Minister of the Crown for the time being administering the *Land Act* 1915 either declaring or notifying that it has been shown to the satisfaction of the Governor in Council that the lessee became such lessee or that he held or continued to hold this lease in violation of or non-compliance with some provision of the *Land Act* 1915 or that the Governor in Council has exercised his will and avoided these presents for some breach or breaches of or non-compliance with any of the covenants or conditions hereof by the lessee or the violation of some provision of the *Land Act* 1915 applicable hereto and in any of such cases that these presents are consequently void and of no effect shall be conclusive evidence of such voiding and of the existence and sufficiency of the facts justifying the same and the regularity of the procedure incidental to such voiding.

18. That ancillary and without prejudice to the provisions of the *Land Act* 1915 it is hereby agreed that immediately upon these presents so becoming void and of no effect it shall be lawful for any bailiff or bailiffs of Crown lands or other agent or agents officer or officers authorized in that behalf by the Board without any demand whatever to enter upon the land hereby demised and the lessee and all persons claiming from under or through the lessee 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 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 whomsoever the defendant or defendants to such action may plead leave and licence thereto and these presents shall be conclusive evidence of the leave and licence of the lessee 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.

19. The lands hereby demised shall during the currency of these presents be deemed lands of the Crown within the meaning of section 296 of the *Land Act* 1915 and that upon the making of any Order in Council under the provisions in the said section contained 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 these presents.

20. It is a condition of these presents that if the lessee during the first six years of the term hereby granted occupy the land hereby demised for not less than five years and fences and makes on such land the improvements of the nature and value and in the manner expressed in the covenants and conditions hereinbefore contained during the said period of six years and proves 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 covenants and conditions and with all other covenants and conditions of these presents the lessee or the lessee's representatives at any time after the expiration of the first six years of the term hereby granted and upon the payment of the last sum due on account of the rent reserved and upon the payment of the difference between the amount of rent actually paid and the sum of or such other sum (if any) not being less than one-eighth part greater than 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 296 of the *Land Act* 1915 for each acre or fractional part of an acre in the land hereby demised shall be entitled to a grant in fee of such land and every such grant shall in addition to the special covenants and conditions required by the *Land Act* 1915 to be contained in grants of land in the Mallee country be subject to such other covenants and conditions exceptions and reservations as the Governor in Council may direct.

21. If it be proved to the satisfaction of the Board that the lessee owing to ill-health is unable to occupy the land hereby demised or that for any other reason it is expedient so to do the Board may cause the land to be put up for sale by auction.

22. When the lessee is unable at the end of any half-year to pay his rent the Board may if the lessee has complied with the covenants and conditions of this lease suspend the payment of such amount of rent as will not exceed sixty per centum of the value of the improvements effected on the land hereby demised over and above any encumbrance thereon and allow the lessee to pay the arrears of rent and interest thereon (if any) in one amount or spread over a definite time and may extend this lease for a corresponding time.

23. In the case of the insolvency or death of the lessee during the first six years of the term hereby granted:—

- (a) It shall not be obligatory on the assignee or trustee in insolvency or on the executors or administrators of the lessee to comply with the condition of occupation hereinbefore contained and
- (b) It shall be lawful for the assignee or trustee in insolvency within twelve months from the date of the insolvency or for the executors or administrators of the lessee at any time to assign such lease to any person who is qualified to become a lessee of the selection purchase allotment hereby demised and such person shall thereupon be with respect to this lease in the same position as though he or she had been the original lessee. Where this lease is assigned to any person by the assignee or trustee in insolvency or the executors or administrators of the lessee the lessee not having occupied the allotment pursuant to the covenants and conditions of these presents or no proof

satisfactory to the Board being given of such occupation the Governor in Council may alter the date of such assigned lease in such a manner as will enable the new lessee to comply with the covenant or condition of occupation herein contained and may make such adjustment of rent as may be necessary and these presents shall be read and construed accordingly.

24. It is an express condition of these presents that the Governor in Council or the Board may in cases where the provisions of the next following covenant do not apply at any time during the term hereby granted enter upon the whole or any portion of the land hereby demised for the purpose of resuming the whole or any part of the same from time to time required for reserves for public purposes or for canals. ANY moneys which may have been paid by the lessee the lessee's executors administrators or assigns to His Majesty his heirs or successors in respect of the land so resumed or expended by him or them thereupon shall be repaid to him or them together with such other moneys as compensation for such resumption as to the Governor in Council seems fit and the lessee his executors administrators and assigns shall be entitled to a reduction *pro rata* of all future rent herein reserved in respect of land so resumed after the first six years of the term hereby granted. This condition shall be construed as independent of and concurrent with the powers conferred by the 168th section of the *Land Act* 1915 and of the powers conferred by the next two following clauses.

25. That he or they or any mortgagee of the same in the event of the land hereby demised or any part thereof being at any time required by the Board or The Victorian Railways Commissioners for railway purposes or by the Governor in Council for water supply purposes irrigation purposes reservoirs dams races water-courses or drains or for public roads or highways or mining purposes will remove any improvements therefrom and relinquish and give up possession of the said land or part to His Majesty His Majesty paying 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 Board and to be payable to such person or persons as the Board determines but no compensation for severance or for any person's interest in the unexpired term by these presents created will be given or allowed.

26. The lessee covenants and agrees in the event of the whole or any portion of the land hereby leased being at any time or times during the first six years of the term hereby granted required by the Board or 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 station 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 in Council the lessee or the executors administrators or assigns of the lessee will within one month upon receiving notice in writing from the Board The Victorian Railways Commissioners or other person or persons or corporation aforesaid or from the responsible Minister of the Crown authorized by Order in Council in that behalf that the land is so required relinquish possession of the land so required and all claim thereto provided that the lessee or the executors administrators or assigns of the lessee (as the case may be) shall for a period of one month after receipt by the lessee or by 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 the lessee nor the lessee's executors administrators or assigns shall have or will make any claim for compensation whatsoever for the said buildings erections or fences or for any improvements of for any moneys expended upon the said lands or for the cost which he or they may incur in such removal nor will the lessee or the lessee's executors administrators or assigns 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 Board 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 over or upon any railway that may be made through or adjacent to such land or any part thereof nor will the lessee or the lessee's executors administrators or assigns have or make any claim for compensation for any right or interest which the lessee or the lessee's executors administrators or assigns may possess in such land beyond a proportionate reduction in rent which shall in all cases be fixed by an officer appointed by the Governor in Council nor in respect of the severance from the other lands occupied by the lessee or by the lessee's executors administrators or assigns under these presents AND IT IS EXPRESSLY AGREED between the parties hereto that this agreement is to be construed as a release by the lessee the lessee's executors administrators and assigns to His Majesty his heirs and successors from all or any payment to them or any of 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 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.

27. In case possession of any part or parts of the land hereby demised be resumed or taken under any of the provisions hereinbefore contained or be surrendered the terms agreements covenants and conditions herein contained with reference to the whole shall continue in force and apply to such part or parts as may be left in the possession of the lessee or the lessee's executors administrators or assigns.

28. Except as herein otherwise expressly provided the word "lessee" shall include the lessee's executors administrators transferees and assigns or any person or persons in whom this lease may under the provisions of the *Land Act* 1915 become vested and in these presents the term "Governor" shall mean the Governor or Lieutenant-Governor or other the officer for the time being administering the Government of the State of Victoria 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 and the lessee hath hereunto set his hand and seal.

SCHEDULE HEREINBEFORE REFERRED TO.

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

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

SCHEDULE AB.—(CHAP. I., PART 3.)

NON-RESIDENTIAL LEASE OF SELECTION PURCHASE ALLOTMENT— MALLEE.

THIS INDENTURE dated in accordance with the *Land Act* 1915 the first day of in the year of our Lord One thousand nine hundred and 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 GEORGE V. of the one part and of the other part (hereinafter called the "lessee") WHEREAS the lessee having applied for this lease 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 lessee violate or fail to comply with any of the provisions of the *Land Act* 1915 NOW THIS INDENTURE 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 selection purchase allotment situate in the Mallee Country in the parish of county of in the State of Victoria containing more or less of class land delineated on the plan kept in the Crown Lands Office of land in the said parish which under the *Land Act* 1915 is available for being selected under selection purchase lease and thereon shown as allotment 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 EXCEPTING and reserving nevertheless 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 part or 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 part or parts of the said land as shall from time to time be 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 and also such part or parts of the said land as shall from time to time be required for the execution construction completion or extension of any waterworks irrigation or drainage works now made or in the course of construction or hereafter to be made under the authority of any present or future laws such part or 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 or the lessee's executors administrators or

assigns by the Governor acting by and with the advice of the Executive Council such notice to the lessee or the lessee's executors administrators or assigns to be sent through the post office addressed to the occupier of the land ALSO EXCEPTING unto His Majesty his heirs and successors all gold and silver and auriferous and argentiferous earth or stone and all copper tin iron antimony coal and all other metals minerals and mineral ores whatsoever and all mines seams veins lodes and deposits containing gold silver copper tin iron 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 thereon or therein for gold silver copper tin iron antimony coal and all other metals and minerals and mineral ores and to extract and remove therefrom any gold silver and auriferous and argentiferous earth or stone copper tin iron antimony coal and other metals and minerals and mineral ores and for the purposes aforesaid to sink shafts erect machinery and carry on any works and do any other things which may be necessary or usual in mining PROVIDED ALWAYS 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 iron 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 date of these presents to mine for gold and silver in and upon Crown lands PROVIDED that compensation shall be paid to the lessee the lessee's executors administrators assigns or 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 163 of the *Land Act 1915* to have and to hold the said 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 yielding and paying for the same unto His Majesty the King his heirs and successors during the said term the rent of _____ per annum 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 296 of the *Land Act 1915* 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 clear of all deductions the first of the half-yearly payments having been made the next of the said half-yearly payments to be made on the first day of _____ now next and the last of the half-yearly payments to be made on the first day of _____ next proceeding the expiration of the term of this lease 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 and assigns will observe 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 in this plan. The measurements are in links.

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 clear of all deductions.

2. That if any rent payable under this demise be in arrear for one year or any longer period he or they will pay interest thereon at the rate of five pounds per centum per annum PROVIDED ALWAYS that nothing herein contained shall prejudice or lessen any powers or remedies of His Majesty or The Board of Land and Works (hereinafter called the "Board") or the responsible Minister of the Crown for the time being administering the *Land Act 1915* under these presents or extend to or confer on the lessee his executors administrators or assigns any rights whatsoever in addition to those contained in these presents.

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

4. That he or they will observe and be bound by the conditions following which are included as conditions in this lease in accordance with the requirements of section 205 of the *Land Act 1915* the land now demised being hereby declared to be subject to such section:—

(a) That he or they will clear and cultivate to the satisfaction of the Board at least one-fourth of the land hereby demised within two years after obtaining a permit to occupy the same.

(b) That such land shall and will at all times be maintained and used for the purpose of residence or for the purpose of agriculture and grazing and that no person shall or will be permitted to subsequently acquire or hold as beneficial owner (whether in his own name or in the name or names of any other person or persons) more than one thousand acres of land in the Mallee country or Mallee Border if the land is in the first class or more than one thousand six hundred acres of such lands if the land is in any other class and a like condition will be embodied in the Crown grant if issued.

- (c) That he or they shall and will as and where the Board may direct and to the satisfaction of the Board protect or cause to be protected from fire or any other destruction whatsoever all indigenous trees growing upon an area of not less than three per centum of the total area of the land hereby demised PROVIDED NEVERTHELESS that the Board may if it thinks fit by writing under the Seal of the Board in lieu of this condition permit the planting as and where the Board may direct and to the satisfaction of the Board of a like area with trees of such kind or kinds in such manner and in such numbers as may be prescribed by regulations made by the Governor in Council in that behalf.
- (d) That in the event of any breach of any of the conditions hereinbefore contained His Majesty his heirs and successors may at any time re-enter upon the land hereby demised and hold possess and enjoy the same as fully and effectually to all intents and purposes as if this lease had never been made PROVIDED ALWAYS that any breach of the condition set forth in the next preceding paragraph (c) hereof may be waived by the Governor in Council if the lessee or any mortgagee or licence comply within twelve months after notice in writing under the Seal of the Board of the occurrence of any such breach with the requirements of the said condition to the satisfaction of the Board.
5. (1) That the lessee will not within the first six years of the term hereby granted
- (a) Transfer assign mortgage sublet or part with the possession of the whole or any part of the land hereby demised or
 - (b) Contract agree undertake or attempt to transfer assign mortgage sublet or part with the whole or any part thereof or
 - (c) Without the consent in writing of the Board take in stock for agistment thereon.
- (2) That neither the lessee nor the lessee's executors administrators or assigns will at any time after the first six years of the term hereby granted sell transfer assign mortgage or sublet the whole or any part of the land hereby demised unless and until these presents have been indorsed under the Seal of the Board to the effect that all the conditions and covenants of these presents during the first six years of the term hereof have been complied with.
- (3) That these presents shall become absolutely void on any breach of the provisions of this covenant or (save as in the *Land Act 1915* otherwise expressly provided) on the assignment or transfer whether by operation of law or otherwise of the whole or any portion of the land hereby demised.
6. That he or they will at once and to the satisfaction of the Board commence and continue to destroy and will within two years after the date of these presents have destroyed to the satisfaction of the Board the animals and birds by the *Land Act 1915* included in the term "vermin" or which the Governor with the advice of the Executive Council may by proclamation in the *Government Gazette* declare or have declared to be vermin for the purposes of the said Act or any Act thereby repealed upon such land and to keep the same free from such animals and birds to the satisfaction of the Board during the first six years of the term hereby granted.
7. That the lessee will if not sooner called upon under the provisions of the *Fences Act 1915* within six years from the date of these presents enclose the land hereby demised with a fence of such kind as shall come within the meaning assigned to the word "fence" by the *Land Act 1915* and will keep the same in repair PROVIDED that if he or they prove 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 if in the opinion of the Board the enclosing of the whole or any part of such land with a fence is not required the Board may in writing accept as compliance with this covenant the expenditure by him or them on such land for substantial and permanent improvements of an amount equivalent in the opinion of the Board to the cost of fencing.
8. That the lessee his executors administrators or assigns will on the land hereby demised make in respect of each acre or fractional part of an acre thereof substantial and permanent improvements certified in writing under the Seal of the Board to be equivalent to the value of _____ in each of the _____ years of the term hereby granted.
9. 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 1915* 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 leased 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 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 on that behalf.

11. That he or they at all times during the term hereby granted will *bona fide* comply with all and will not violate any of the provisions of the *Land Act* 1915.

12. That the lessee during the first six years of the term hereby granted will keep in good condition and repair all buildings fences and other permanent improvements for the time being situate on the land hereby demised reasonable wear and tear and damage by fire or tempest alone excepted.

13. That the lessee will observe perform fulfil and be bound by the stipulations conditions covenants and provisos contained in the Schedule hereto.

14. That in order to protect the interest (if any) of the Lands Purchase and Management Board therein the lessee his executors administrators and assigns will insure and keep insured against fire all buildings on the land hereby demised by a policy made out in favour of the said Lands Purchase and Management Board for such insurable amount as may be prescribed by regulations of the Governor in Council and as the said Lands Purchase and Management Board may approve.

15. It is a condition of these presents that the Board or any person appointed by it in that behalf may at any time enter upon the land hereby demised to ascertain if the covenants and conditions hereof are being performed and observed by the lessee.

16. It is a further express condition of these presents that the same shall be absolutely void if it at any time be shown to the satisfaction of the Governor in Council that the lessee became such lessee or that the lessee held or continued to hold this lease in violation of or non-compliance with any of the provisions of the *Land Act* 1915 AND FURTHER that the same shall be voidable at the will of the Governor with the advice aforesaid in the event of any rent being in arrear whether the same has been demanded or not or in the event of any breach of or non-compliance with any of the covenants or conditions of these presents by the lessee or if there has been any violation of any of the provisions of the *Land Act* 1915 applicable hereto PROVIDED ALWAYS that 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* 1915 either declaring or notifying that it has been shown to the satisfaction of the Governor in Council that the lessee became such lessee or that he held or continued to hold this lease in violation of or non-compliance with some provision of the *Land Act* 1915 or that the Governor in Council has exercised his will and avoided these presents for some breach or breaches of or non-compliance with any of the covenants or conditions hereof by the lessee or the violation of some provision of the *Land Act* 1915 applicable hereto and in any of such cases that these presents are consequently void and of no effect shall be conclusive evidence of such voiding and of the existence and sufficiency of the facts justifying the same and the regularity of the procedure incidental to such voiding.

17. That ancillary and without prejudice to the provisions of the *Land Act* 1915 it is hereby agreed that immediately upon these presents so becoming void and of no effect it shall be lawful for any bailiff or bailiffs of Crown lands or other agent or agents officer or officers authorized in that behalf by the Board without any demand whatever to enter upon the land hereby demised and the lessee and all persons claiming from under or through the lessee 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 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 whomsoever the defendant or defendants to such action may plead leave and licence thereto and these presents shall be conclusive evidence of the leave and licence of the lessee 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.

18. The lands hereby demised shall during the currency of these presents be deemed lands of the Crown within the meaning of section 296 of the *Land Act* 1915 and that upon the making of any Order in Council under the provisions in the said section contained 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 these presents.

19. It is a condition of these presents that if the lessee during the first six years of the term hereby granted fences the land hereby demised and makes on such land the improvements of the nature and value and in the manner expressed in the covenants and conditions hereinbefore contained and proves 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 covenants and conditions and with all other covenants and conditions of these presents the lessee or the lessee's representatives at any time after the expiration of the first six years of the term hereby granted and upon the payment of the last sum due on account of the rent reserved and upon the payment of the difference between the amount of the rent actually paid and the sum of _____ or such other sum if any) not being less than one-eighth part greater than 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 296 of the *Land Act* 1915 for each acre or fractional part of an acre in the land hereby demised shall be entitled to a grant in fee of such land and every such grant shall in addition to the special covenants and conditions required by the *Land Act* 1915 to be contained in grants of land in the Mallee country be subject to such other covenants and conditions exceptions and reservations as the Governor in Council may direct.

20. When the lessee is unable at the end of any half-year to pay his rent the Board may if the lessee has complied with the covenants and conditions of this lease suspend the payment of such amount of rent as will not exceed sixty per centum of the value of the improvements effected on the land hereby demised over and above any encumbrance thereon and allow the lessee to pay the arrears of rent and interest thereon (if any) in one amount or spread over a definite time and may extend this lease for a corresponding time.

21. In the case of the insolvency or death of the lessee during the first six years of the term hereby granted it shall be lawful for the assignee or trustee in insolvency within twelve months from the date of the insolvency or for the executors or administrators of the lessee at any time to assign such lease to any person who is qualified to become a lessee of the selection purchase allotment hereby demised and such person shall thereupon be with respect to this lease in the same position as though he or she had been the original lessee.

22. It is an express condition of these presents that the Governor in Council or the Board may in cases where the provisions of the next following covenant do not apply at any time during the term hereby granted enter upon the whole or any portion of the land hereby demised for the purpose of resuming the whole or any part of the same from time to time required for reserves for public purposes or for canals. ANY moneys which may have been paid by the lessee the lessee's executors administrators or assigns to His Majesty his heirs or successors in respect of the land so resumed or expended by him or them thereupon shall be repaid to him or them together with such other moneys as compensation for such resumption as to the Governor in Council seems fit and the lessee his executors administrators and assigns shall be entitled to a reduction *pro rata* of all future rent herein reserved in respect of land so resumed after the first six years of the term hereby granted. This condition shall be construed as independent of and concurrent with the powers conferred by the 168th section of the *Land Act* 1915 and of the powers conferred by the next two following clauses.

23. That he or they or any mortgagee of the same in the event of the land hereby demised or any part thereof being at any time required by the Board or The Victorian Railways Commissioners for railway purposes or by the Governor in Council for water supply purposes irrigation purposes reservoirs dams races water-courses or drains or for public roads or highways or mining purposes will remove any improvements therefrom and relinquish and give up possession of the said land or part to His Majesty His Majesty paying 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 Board and to be payable to such person or persons as the Board determines but no compensation for severance or for any person's interest in the unexpired term by these presents created will be given or allowed.

24. The lessee covenants and agrees in the event of the whole or any portion of the land hereby leased being at any time or times during the first six years of the term hereby granted required by the Board or 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 station 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 in Council the lessee or the executors administrators or assigns of the lessee will within one month upon receiving notice in writing from the Board the Victorian Railways Commissioners or other person or persons or corporation aforesaid or from the responsible Minister of the Crown authorized by Order in Council in that behalf that the land is so required relinquish possession of the land so required and all claim thereto provided that the lessee or the executors administrators or assigns of the lessee (as the case may be) shall for a period of one month after receipt by the lessee or by 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 the lessee nor the lessee's executors administrators or assigns shall have or 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 the lessee or the lessee's executors administrators or assigns 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 Board 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 over or upon any railway that may be made through or adjacent to such land or any part thereof nor will the lessee or the lessee's executors administrators or assigns have or make any claim for compensation for any right or interest which the lessee or the lessee's executors administrators or assigns may possess in such land beyond a proportionate reduction in rent which shall in all cases be fixed by an officer appointed by the Governor in Council nor in respect of the severance from the other lands occupied by the lessee or by the lessee's executors administrators or assigns under these presents AND IT IS EXPRESSLY AGREED between the parties hereto that this agreement is to be construed as a release by the lessee the lessee's executors administrators and assigns to His Majesty his heirs and successors from all or any payment to them or any of 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 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.

25. In case possession of any part or parts of the land hereby demised be resumed or taken under any of the provisions hereinbefore contained or be surrendered the terms agreements covenants and conditions herein contained with reference to the whole shall continue in force and apply to such part or parts as may be left in the possession of the lessee or the lessee's executors administrators or assigns.

26. Except as herein otherwise expressly provided the word "lessee" shall include the lessee's executors administrators transferees and assigns or any person or persons in whom this lease may under the provisions of the *Land Act 1915* become vested and in these presents the term "Governor" shall mean the Governor or Lieutenant-Governor or other the officer for the time being administering the Government of the State of Victoria 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 and the lessee hath
hereunto set h hand and seal.

SCHEDULE HEREINBEFORE REFERRED TO.

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

(L.S.)

SCHEDULE AC¹.—(CHAP. I., PART 3.)

CROWN GRANT IN FEE.

(Mallee.)

G.  R.

Entered in the Register Book, vol. fol.
VICTORIA.

Assistant Registrar of Titles.

GEORGE V., by the Grace of God of the United Kingdom of Great Britain and Ireland, and of the British Dominions beyond the seas, King, Defender of the Faith, Emperor of India, 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 Country 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 Country Now know ye that in consideration of the sum so paid and in pursuance of the *Land Act 1915*, 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 Country in the said State containing delineated with the measurements and abutments thereof in the map drawn in the margin of these presents and therein coloured yellow. Provided nevertheless that the grantee shall be entitled to sink wells for water and to the use and enjoyment of any wells 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 nevertheless 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 licensees 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 168 of the *Land Act 1915* 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 on which the holder of a miner's right or of a mining or mineral lease had at the date of these presents the right to mine for gold and silver in and upon Crown

land. Provided that compensation shall be paid to the h heirs executors administrators assigns and transferees by such person for surface damage to be done to such lands by reason of mining thereon such compensation to be determined as provided for the time being by law for the case of land resumed for mining purposes 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 nine hundred and 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 in and over the said State of Victoria and its Dependencies in the Commonwealth of Australia.

(L.S.)

Memorials of Instruments.

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

SCHEDULE AC².—(CHAP. I., PART 3.)

CROWN GRANT IN FEE.—MALLEE.

Entered in the Register Book, Vol. Fol.

Assistant Registrar of Titles.

GEORGE V., by the Grace of God of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas King Defender of the Faith Emperor of India 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 Country the person hereinafter named ha in consideration of the sum of which sum has been duly paid 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 Country Now know ye that in consideration of the sum so paid and in pursuance of the *Land Act 1915* 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 Country in the said State containing delineated with the measurements and abutments thereof in the map drawn in the margin of these presents and therein coloured yellow Provided nevertheless that the grantee shall be entitled to sink wells for water and to the use and enjoyment of any wells 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 nevertheless unto us our heirs and successors all gold and silver and auriferous and argentiferous earth and 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 licensees 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 this Our Grant is made on the express condition that the grantee and all persons for the time being claiming from under or through such grantee any estate or interest in the whole or any portion of the land hereby granted will observe and be bound by the conditions following (severally lettered (a) (b) and (c)) which are included as conditions of this Grant in accordance with the requirements of section 205 of the *Land Act* 1915 the land now granted being hereby declared to be subject to such section (that is to say):—

- (a) That such land shall and will at all times be maintained and used for the purpose of residence or for the purpose of agriculture and grazing and that no person shall or will be permitted to subsequently acquire or hold as beneficial owner (whether in his own name or in the name or names of any other person or persons) more than one thousand acres of land in the Mallee Country or Mallee Border if the land is in the first class or more than one thousand six hundred acres of such lands if the land is in any other class.
- (b) That the grantee or the owner of the land for the time being shall as and where The Board of Land and Works of Our said State (hereinafter referred to as the "Board") may direct and to the satisfaction of the Board protect or cause to be protected from fire or any other destruction whatsoever all indigenous trees growing upon an area of not less than three per centum of the total area of the land the subject of this Grant. Provided the Board may if it thinks fit by writing under its seal in lieu of this condition permit the planting as and where the Board may direct and to the satisfaction of the Board of a like area with trees of such kind or kinds in such manner and in such numbers as may be prescribed by Regulations of the Governor of Our said State in Council.
- (c) That in the event of any breach of any of the conditions hereinbefore contained His Majesty or his heirs and successors may at any time re-enter upon the land hereby granted and hold possess and enjoy the same as fully and effectually to all intents and purposes as if this Grant had never been made. Provided always that any breach of the condition set forth in the next preceding paragraph (b) of these presents may be waived by the Governor of Our said State in Council if the grantee or owner of the land or any mortgagee or licensee thereof comply within twelve months after notice in writing under the seal of the Board of the occurrence of any such breach with the requirements of the said condition to the satisfaction of the Board.

Provided further that the said land is and shall be subject to be resumed for mining purposes under section 168 of the *Land Act* 1915. 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 on which the holder of a miner's right or of a mining or mineral lease had at the date of these presents the right to mine for gold and silver in and upon Crown lands. Provided that compensation shall be paid to the said

h heirs executors administrators assigns and transferees by such person for surface damage to be done to such lands by reason of mining thereon such compensation to be determined as provided for the time being by law for the case of land resumed for mining purposes 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 nine hundred and 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 in and

over the said State of Victoria and its Dependencies in the Commonwealth of Australia.

(L.S.)

PART IV.—SPECIAL SETTLEMENT AREAS.*Special Settlement Areas under the Land Act 1915.*

1. Every Conditional Purchase Lease of any land in any "Special Settlement Area" shall be in the form prescribed in Schedule AD hereto, and shall be subject to such other exceptions, covenants, reservations, and conditions as the Governor in Council may in any particular case direct.

2. The fee for the preparation of such Conditional Purchase lease shall be One pound (£1).

SCHEDULE AD.—(PART 4.)

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

Part IV.—*Land Act 1915.*

CONDITIONAL PURCHASE LEASE OF AN ALLOTMENT OF SPECIAL SETTLEMENT AREA LAND.

THIS INDENTURE dated the day of in the year of our Lord One thousand nine hundred and made between His Excellency Governor 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 GEORGE V. 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 IV. of the *Land Act 1915* has become an applicant for the conditional purchase by half-yearly instalments of each and a final instalment of of the Allotment of Land hereinafter referred to (the same being a portion of certain land set apart and appropriated as a Special Settlement Area in accordance with the provisions of Part IV. of the *Land Act 1915*) 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) amounts in the whole to the sum of AND WHEREAS the lessee has with his application paid the sum of on account of the first half-yearly instalment of principal and interest (which instalments have been calculated in accordance with the tables in force 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 adopted by the responsible Minister of the Crown for the time being administering the *Land Act 1915* (hereinafter referred to as the Minister) and approved by the Governor in Council prepared in the form of the table in the Sixth Schedule to the *State Savings Bank Act 1915*) 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 Special Settlement Area Land in the State of Victoria being allotment of section parish of county of containing more or less 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 the public purposes and in accordance with the provisions and conditions hereinafter expressed and contained of the whole or 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 Commissioners for railway purposes such parts of the said land when the same may be 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

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

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 1915* 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 and a final instalment of on the day of and the day of in every year clear of all deductions Payment of the first of such half-yearly instalments having been made the next of the said half-yearly payments to be made on the day of that will be in the year One thousand nine hundred and and the final instalment to be made on the date of 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 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 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 within twelve months from the date of such insolvency or for the executors or administrators of the lessee at any time to assign these presents to any person who is qualified for becoming a lessee under Part IV. of the *Land Act 1915* 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 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 the lessee may with the written consent of the Board and subject to the provisions of the *Land Act 1915* 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 1915* included in the term "vermin" or which the Governor in Council may by proclamation in the *Government Gazette* declare or have declared to be vermin for the purposes of the said Act or any Act thereby repealed 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 1915* 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 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 1915 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 in the event of the lessee being unable at any time to pay his instalments hereunder as they become due the Board may if the lessee has otherwise complied with the conditions of these presents suspend the payment of such instalments as will not exceed sixty per centum of the value of the improvements effected on the land hereby demised over and above any encumbrance thereon and allow him to pay the arrears of instalments and interest thereon in one amount or spread over a definite time and may extend the term of these presents for a corresponding time.

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 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 mortgage or lienor 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 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.

15. That these presents are upon this further condition that if and whenever any instalment covenanted to be paid hereunder shall be in arrear (the payment of the same not having been suspended by the Board under the power in that behalf hereinbefore contained) 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 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 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 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.

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 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, including conditions to the effect that the land the subject of such grant shall at all times be maintained and used for the purpose of agriculture and residence and shall not be owned held occupied or used by any person who at the same time is the grantee from the Crown or the owner for the time being of any other land in the same Special Settlement Area and that in the event of a breach of such condition the Crown may at any time re-enter upon the land and hold the same as if no grant had ever been made.

17. That these presents are upon this further condition that the lessee for the time being shall keep open and free from obstruction and to the satisfaction of the Minister all drains cuts channels and water-courses on the land and such portions adjacent to the land hereby demised as 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.

18. That these presents are upon this further condition that if it be proved to the satisfaction of the Minister that for the effective drainage of any Special Settlement Area farm or other allotment held under lease or licence from the Crown it is necessary to provide a drainage course through any other Special Settlement Area farm or other such allotment the lessee of the former allotment shall have the right to cut a drain of such dimensions and along such a course as may be authorized by the Minister.

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 and The Board of Land and Works hath hereunto affixed its common seal and the lessee hath hereunto set his hand and seal.

SCHEDULE HEREINBEFORE REFERRED TO.

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 and _____ in the presence of—

(L.S.)

President.
Member.

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

(L.S.)

PART V.—VILLAGE SETTLEMENTS.**Chapter I.**

1. For the purpose of these Regulations under Part V., unless the context be inconsistent therewith, the words "Board," and "Substantial improvements of a permanent character," shall have the respective meanings assigned to them in section 263 of Part V. of the *Land Act* 1915.

2. The following fees shall be payable under this Part:—

	£	s.	d.
For a perpetual lease or conditional purchase lease	1	0	0
For consent to transfer, mortgage, or sub-let a perpetual lease or conditional purchase lease	1	0	0
The fee for a consolidated consent to transfer or mortgage the separate leases of two perpetual or conditional purchase leases shall be One pound two shillings.			
The fee for a consolidated consent to transfer or mortgage which embraces more than two (2) separate leases, shall be increased by the sum of Two shillings for each lease in excess of two (2).			

Chapter II.**VILLAGE COMMUNITIES.**

1. The Minister may appoint officers of the Public Service stewards under Part V. of the *Land Act* 1915, whose duty it will be to supervise the occupation of Village Community allotments and homestead sections, and report thereon to the Minister from time to time as may be required.

MISCELLANEOUS.

2. 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 68 hereto, and every such conditional purchase lease for swamp or reclaimed land shall be in the form prescribed in Schedule AE hereto, and where outside swamp lands, in the form prescribed in Schedule AF hereto. Section 267,
Land Act 1915.

3. 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 68 hereto, and every such conditional purchase lease for swamp or reclaimed lands shall be in the form of Schedule AG hereto, and where outside swamp lands in the form of Schedule AH hereto. Section 268,
Land Act 1915.

4. 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 69 hereto, and every such conditional purchase lease for swamp or reclaimed lands shall be in the form prescribed in Schedule AI hereto, and where outside swamp lands in the form prescribed in Schedule AJ hereto. Section 269,
Land Act 1915.

5. Every application for consent of the Board to transfer, sublet, or mortgage a perpetual lease, or conditional purchase lease under Part III. of the *Land Act* 1901, or Part V. of the *Land Act* 1915 shall be made in the form prescribed in Schedule 70 hereto.

6. The form of consent of the Board to transfer or sublet a perpetual leasehold or conditional purchase lease under Part III. of the *Land Act* 1901, or Part V. of the *Land Act* 1915 shall be in the form prescribed in Schedule 71 hereto.

7. The form of consent of the Board to mortgage a perpetual lease, or a conditional purchase lease under Part III. of the *Land Act* 1901, or Part V. of the *Land Act* 1915 shall be in the form prescribed in Schedule 72 hereto.

8. 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 6 of Part II. hereto.

9. Every application for a Crown Grant of a Conditional Purchase Leasehold shall be made and shall be accompanied by a declaration in the form prescribed in Schedule 50 of Part II. hereto.

SCHEDULE 68.—(CHAP. II., PART 5.)

*APPLICATION FOR CONVERSION OF *Permit* UNDER THE SETTLEMENT ON LANDS
Lease TO *Perpetual* LEASE UNDER THE LAND
 ACT 1893 OR LAND ACT , AND FOR ADDITIONAL AREA.
 ACT , AND FOR ADDITIONAL AREA.
 Area at present held— Additional area applied for—
 A. R. P. A. R. P.

Being the holder of a *Permit*, No. .
Lease
 under the *Settlement on Lands Act* 1893,
 or Part of the *Land Act*
 Parish— to occupy the land specified in the Parish—
 margin hereof, and having complied with
 Allotment— the conditions of such *Permit*, I hereby Allotment—
 Section— apply for permission to surrender such Section—
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, *Permit* of being the holder of a
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* I cultivated at least
Lease acres on the said allotment.
3. That from the date of the said *Permit* and thenceforward during the
Lease 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 main-
 tained in a state of thorough repair.
5. That all canals and drains existing on, abutting upon, or bounding the
 land held under *Permit* by me have been kept open and free from
Lease obstruction.
6. That I make this application in conformity with the provisions of the
Land Act 1915, Part V., 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 1915, 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* when making
Lease
 Application for *Perpetual*
 Conditional Purchase Lease under the *Land Act* 1915.

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?					

Cultivation :—	Number of Acres Ploughed and Cultivated.	Cost per Acre.	Nature of Crop.	Yie'd per Acre.	Total Cost.		
					£	s	d.
Buildings :—	Description.	Dimensions.	Materials.				
Water stor- age :—	Description.		Dimensions, &c.				
All other im- provements :—	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 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. II., 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
under Part of *Land Act* hereby apply for a lease
conditional 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 of application } Report—
Parish—		Date of transmission of order to survey to Authorized Surveyor. }
Allotment—		
Section—		
acres, roods, perches.		Land Officer at
Extent—		

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 this day of in the State of Victoria,
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 70.—(CHAP. II., PART 5.)

APPLICATION TO SUBLET MORTGAGE OR TRANSFER A PERPETUAL LEASE OR CONDITIONAL PURCHASE LEASE UNDER THE LAND ACT

County—	Being the holder of a { Conditional Purchase } Lease under Part of the
Parish—	<i>Land Act</i> 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 mortgage or subletting of the said lease to
Allotment—	
Area—	of

Signature—
Occupation—
Postal address—

I, _____ of _____ Declaration. _____ 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 _____ sublet _____ transfer _____

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

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

DECLARATION BY PROPOSED TRANSFEREE. SUBLESSEE.

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 or Conditional Purchase lease under the Land Act 1893, or the Land Act 1901, or the Land Act 1915 by application or transfer? If so— When? ... Parish? ... Area? ...	
4. If married state area held by wife in fee simple or otherwise.	

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 71.—(CHAP. II., PART 5.)

No. of Certificate

CERTIFICATE OF CONSENT OF THE BOARD OF LAND AND WORKS TO THE TRANSFER OR SUBLETTING OF A PERPETUAL LEASEHOLD OR CONDITIONAL PURCHASE LEASE UNDER PART V. OF THE LAND ACT 1915.

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 section _____ held by him for the surface and down to a depth of _____ feet below the surface 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 _____ 19 _____, in the presence of _____

President.
Member.

NOTE.—The transfer will not be recognised by the Minister of Lands until it has been registered in the Office of Titles.

SCHEDULE 72—(CHAP. II., PART V.)

No. of Certificate

Certificate of Consent of the Board of Land and Works to the Mortgage of a Perpetual Leasehold, or a Conditional Purchase Leasehold under Part III. of the *Land Act* 1901 or Part V. of the *Land Act* 1915.
Office of the Board of Land and Works, Melbourne.

This is to certify that the Board of Land and Works has consented to the mortgage by _____ of _____
for a term of _____ years from the _____ day of _____, 19____, of
the lease under section _____ of the _____, held
by _____ for the surface and down to a depth of _____ feet below
the surface of allotment _____ section _____, parish of _____
containing _____ acres _____ roods _____ perches to
_____ of _____ to secure repayment of the sum
_____ together with interest at the rate of _____ per centum
per annum.

The common seal of the Board of Land and Works was hereunto affixed
this _____ day of _____ 19____,
in the presence of

President.
Member.

NOTE.—The mortgage will not be recognised by the Minister of Lands until it has been registered in the Office of Titles.

SCHEDULE AE.—(CHAP. II., PART 5.)

Entered in the Register Book, vol. _____ fol. _____

Assistant Registrar of Titles.

CONDITIONAL PURCHASE (VILLAGE COMMUNITY ALLOTMENT),
LEASE,

SWAMP OR RECLAIMED LANDS.

THIS INDENTURE dated in accordance with the provisions of the *Land Act* 1915 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) and made between His Excellency

Governor 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 George V. of the first part the Board of Land and Works (hereinafter referred to as the "Board") of the second part and

(hereinafter called the "lessee") of the third part
Whereas the lessee has heretofore been granted by the Board under the _____ or become the transferee of a _____ lease permit

of and occupies a village community allotment of _____ swamp 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 267 of the *Land Act* 1915 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 267 aforesaid has made application for the conditional purchase of the said land under Part I. of the *Land Act* 1915 by sixty half-yearly instalments And whereas the lessee has with his application paid the sum of _____ on account of the first half-yearly instalment 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

surrendered by the lessee which amount under the provisions of Section 267 of the *Land Act* 1915 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 _____ 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 thirty years from the day of the

NOTE.—The bearings and measurements are approximately given in this plan. The 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 date of these presents 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 one half-yearly instalment 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 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 day of now next and the balance by equal half-yearly instalments of each on the day of and the 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 provisions 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 will at all times during the said period of six years when so required by the responsible Minister of the Crown for the time being administering the *Land Act* 1915 (hereinafter referred to as the "Minister") furnish the Minister with a statutory declaration to the effect that neither he nor they (as the case may be) have directly or indirectly transferred assigned sublet mortgaged or parted with the possession of the land hereby demised.
6. That neither he nor they shall or will for a period of six years from the commencement of this lease take in stock for agistment on the land hereby demised or permit any of such land to be cropped or used by any person other than himself or themselves (as the case may be) without the previous written consent of the Board first had and obtained.
7. That he or they after the expiration of the six years hereinbefore limited will not during the term hereby created transfer assign sublet 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 two hundred 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* 1915 included in the term "vermin" or which the Governor in Council may by Proclamation in the *Government Gazette* declare or have declared to be vermin for the purposes of the *Land Act* 1915 or any Act thereby repealed 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* 1915 enclose the land described herein with a fence of such kind as will come within the meaning assigned to the word "fence" by Part I. of the *Land Act* 1915 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 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. *That every holder of a miner's right or of a licence to search for metals or minerals or of a gold-mining lease or of a mineral lease shall have the right and that the lessee 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.*

16. 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* 1915 from time to time by the Governor in Council.

17. That these presents are upon this condition that if at any time more than one half-yearly instalment is in arrear (the payment of the same not having been suspended by the Board under the power in that behalf in the Schedule hereinafter contained) or if and whenever there shall be a breach of or non-compliance with any of the other 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 with the consent in writing of the Minister be prevented by payment of such instalment with an additional sum equal to Five per centum of the amount of such instalment.

18. 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.

19. 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 his heirs or successors. 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.

20. 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 (the payment of the same not having been suspended by the Board under the power in that behalf in the Schedule hereinafter contained) 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 His heirs or successors had obtained judgment in ejectment for recovery of possession of the said land and a 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 proceedings.

21. 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 and the amount due in respect of any advance 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 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 hath hereunto affixed its common seal and the lessee hath hereunto set his hand and seal.

SCHEDULE HEREINBEFORE REFERRED TO.

In the event of the lessee being unable at any time to pay his instalments as they become due the Board of Land and Works may if the lessee has otherwise complied with the conditions of this lease suspend the payment of such instalments as will not exceed Sixty pounds per centum of the value of the improvements effected on the land hereby demised over and above any encumbrance thereon and allow the lessee to pay the arrears of instalments so suspended with interest at the rate of £5 per centum per annum thereon added either in one amount or spread over a definite time to be determined by the Board.

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
of— in the presence

(L.S.)

SCHEDULE AF.—(CHAP. II., PART 5.)

Entered in the Register Book, vol. fol.

Assistant Registrar of Titles.

CONDITIONAL PURCHASE LEASE (VILLAGE COMMUNITY ALLOTMENT). (HOMESTEAD SECTION).

THIS INDENTURE dated in accordance with the *Land Act* 1915 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) and made between His Excellency Governor 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 George V. of the first part the Board of Land and Works (hereinafter referred to as the "Board") of the second part and

of the third part Whereas the lessee has heretofore been granted by the Board under the

Act, or become the transferee of a lease permit of and occupies a

village community allotment being the land hereinafter referred to And homestead section

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 268 of the *Land Act* 1915 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 Classifi-

cation Board And whereas the lessee under the provisions of Section 268 aforesaid has made application for the conditional purchase of the said land under Part V. of the *Land Act* 1915 by sixty half-yearly instalments

And whereas the lessee has with his application paid the sum of on account of the first

half-yearly instalment 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 provisions of Section 268 of the *Land Act* 1915 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 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 thirty 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 the 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 assigns 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 assigns or transferees 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 therefor 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 date of these presents 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 one half-yearly instalment has been paid as aforesaid leaving a balance due on each 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 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 day of equal half-yearly instalments of each on the 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 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 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 or if the Board so determines to the value of Ten pounds per centum of the purchase money payable therefor 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 determines to the value of Ten pounds per centum of the said purchase money before the end of the sixth year from such commencement.

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 land or on some other land not more than five miles distant from the land hereby 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 sublet 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 Two hundred 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* 1915 included in the term "vermin" or which the Governor in Council may by proclamation in the *Government Gazette* declare or have declared to be vermin for the purposes of the *Land Act* 1915 or any Act thereby repealed 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* 1915 enclose the land described herein with a fence of such kind as will come within the meaning assigned to the word "fence" by Part I. of the *Land Act* 1915 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* 1915 from time to time by the Governor in Council.

12. That these presents are upon this condition that if at any time more than one half yearly instalment is in arrear (the payment of the same not having been suspended by the Board under the power in that behalf in the Schedule herein-after contained) or 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 with the consent in writing of the responsible Minister of the Crown for the time being administering the *Land Act* 1915 be prevented by payment of such instalment with an additional sum equal to five per centum of the amount of such instalment.

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-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 sovereignty 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 (the payment of the same not having been suspended by the Board under the power in that behalf in the Schedule hereinafter contained) 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 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 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 and any improvements and the amount due in respect of any advance 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
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 hath hereunto affixed its common seal and the lessee hath hereunto set his hand and seal.

SCHEDULE HEREINBEFORE REFERRED TO.

In the event of the lessee being unable at any time to pay his instalments as they become due the Board of Land and Works may if the lessee has otherwise complied with the conditions of this lease suspend the payment of such instalments as will not exceed Sixty pounds per centum of the value of improvements effected on the land hereby demised over and above any encumbrance thereon and allow the lessee to pay the arrears of instalments so suspended with interest at the rate of £5 per centum per annum thereon added either in one amount or spread over a definite time to be determined by the Board.

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 } (L.S.)
in the presence of—

SCHEDULE AG.—(CHAP. II., PART 5.)

Entered in the Register Book, vol. fol.
Assistant Registrar of Titles.

CONDITIONAL PURCHASE LEASE VILLAGE COMMUNITY ALLOTMENT, AND OTHER LAND, SWAMP OR RECLAIMED LANDS.

THIS INDENTURE dated in accordance with the provisions of the *Land Act* 1915 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) and made between His Excellency Governor 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 George V. 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 has heretofore been granted by the Board under the or become the transferee of a lease permit of and

occupies a village community allotment of swamp reclaimed 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 267 of the *Land Act* 1915 and has in like manner under the terms of section 269 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 I. of the *Land Act* 1915 application for which has been made by the lessee under the provisions of the said 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

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 half-yearly instalment 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 surrendered by the lessee which amount under the provisions of section 267 of the *Land Act* 1915 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 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 in the 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

NOTE.—The bearings and to hold the said piece of land unto the lessee his executors administrators and assigns for the term of thirty years from the day of the date of these presents unless proximately sooner determined as hereinafter provided Excepting and given in this plan. The measurements are in reserving nevertheless unto His Majesty his heirs and assigns the right of resumption for the public purposes and links 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 date of these presents 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 one half-yearly instalment 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 under the _____ 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 _____ day of _____ and the _____ 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 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 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 will at all times during the said period of six years when so required by the responsible Minister of the Crown for the time being administering the *Land Act 1915* (hereinafter referred to as "the Minister") furnish the Minister with a statutory declaration to the effect that neither he nor they (as the case may be) have directly or indirectly transferred assigned sublet mortgaged or parted with the possession of the land hereby demised.

7. That neither he nor they shall or will for a period of six years from the commencement of this lease take in stock for agistment on the land hereby demised or permit any of such land to be cropped or used by any person other than himself or themselves (as the case may be) without the previous written consent of the Board first had and obtained.

8. That he or they after the expiration of the six years hereinbefore limited will not during the term hereby created transfer assign sublet 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 Two hundred pounds in value.

9. 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 1915* included in the term "vermin" or which the Governor in Council may by proclamation in the *Government Gazette* declare or have declared to be vermin for the purposes of the *Land Act 1915* or any Act thereby repealed 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.

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 1915* enclose the land described herein with a fence of such kind as will come within the meaning assigned to the word "fence" by Part I of the *Land Act 1915* 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. *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.*

17. 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* 1915 from time to time by the Governor in Council.

18. That these presents are upon this condition that if at any time more than one half-yearly instalment is in arrear (the payment of the same not having been suspended by the Board under the power in that behalf in the Schedule hereinafter contained) or if and whenever there shall be a breach of or non-compliance with any of the other 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 with the consent in writing of the Minister be prevented by payment of such instalment with an additional sum equal to Five per centum of the amount of such instalment.

19. 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.

20. 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 his heirs or successors. 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.

21. 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 (the payment of the same not having been suspended by the Board under the power in that behalf hereinafter contained) 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 those presents and the term hereby created becoming void and of no effect it shall be lawful for any bailiff of Crown lands or for any other agents or officers authorized in that behalf without any demand whatsoever to enter upon the land hereby demised and the lessee his executors administrators and assigns and all persons claiming from under or through him or them for ever to expel and remove therefrom without any legal process whatsoever and as effectually as any sheriff might do in case His Majesty had obtained judgment in ejectment for recovery of possession of the said land and a 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 proceedings.

22. 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 and improvements and the amount due in respect of any advance 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 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 hath hereunto affixed its common seal and the lessee hath hereunto set his hand and seal.

SCHEDULE HEREINBEFORE REFERRED TO.

In the event of the lessee being unable at any time to pay his instalments as they become due the Board of Land and Works may if the lessee has otherwise complied with the conditions of this lease suspend the payment of such instalments as will not exceed Sixty pounds per centum of the value of the improvements effected on the land hereby demised over and above any encumbrance thereon and allow the lessee to pay the arrearage of instalments so suspended with interest at the rate of £5 per centum per annum thereon added either in one amount or spread over a definite time to be determined by the Board.

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 AH.—(CHAP. II., PART 5.)

Entered in the Register Book, vol. fol.
Assistant Registrar of Titles.

CONDITIONAL PURCHASE LEASE, VILLAGE COMMUNITY ALLOTMENT, HOMESTEAD SECTION, AND OTHER LAND.

THIS INDENTURE dated in accordance with the *Land Act* 1915 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) and made between His Excellency Governor 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 George V. 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 has heretofore been granted by the Board under the or become the transferee of a lease of and occupies a village community allotment being part of the land hereinafter referred to homestead section 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 268 of the *Land Act* 1915 and has in like manner under the terms of section 269 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 I. of the *Land Act* 1915 application for which has been made by the lessee under the provisions of the said 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 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 half-yearly instalment 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 surrendered by the lessee which amount under the provisions of section 268 of the *Land Act* 1915 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 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 in the 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 thirty 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 the 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

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

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 date of these presents 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 one half-yearly instalment 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 under the permit _____ 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 _____ day of _____ now next and the balance by _____ equal half-yearly instalments of _____ each on the _____ day of _____ and the _____ 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 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 pay the instalments payable hereunder at the time 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 or within the limits of the village community lands or on some other land not more than five miles distant from the land hereby 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 or if the Board so determines to the value of Ten pounds per centum of the purchase money payable therefor 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 determines to the value of Ten pounds per centum of the said purchase money before the end of the sixth year from such commencement.

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 sublet 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 Two hundred 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 1915* included in the term "vermin" or which the Governor in Council may by Proclamation in the *Government Gazette* declare or have declared to be vermin for the purposes of the *Land Act 1915* or any Act thereby repealed 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 1915* enclose the land described herein with a fence of such kind as will come within the meaning assigned to the word "fence" by Part I. of the *Land Act 1915* 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 1915* from time to time by the Governor in Council.

13. That these presents are upon this condition that if at any time more than one half-yearly instalment is in arrear (the payment of the same not having been suspended by the Board under the power in that behalf in the Schedule hereinafter contained) or 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 minutes 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 with the consent in writing of the responsible Minister of the Crown for the time being administering the *Land Act 1915* be prevented by payment of such instalment with an additional sum equal to Five per centum of the amount of such instalment.

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 his heirs or successors. 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 (the payment of the same not having been suspended by the Board under the power in that behalf hereinafter contained) 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 his heirs or successors had obtained judgment in ejectment for recovery of possession of the said land and a 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 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 and any improvements and the amount due in respect of any advance 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
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 hath hereunto affixed its common seal and the
lessee hath hereunto set his hand and seal.

SCHEDULE HEREINBEFORE REFERRED TO.

In the event of the lessee being unable at any time to pay his instalments as they become due The Board of Land and Works may if the lessee has otherwise complied with the conditions of this lease suspend the payment of such instalments as will not exceed Sixty pounds per centum of the value of the improvements effected on the land hereby demised over and above any encumbrance thereon and allow the lessee to pay the arrears of instalments so suspended with interest at the rate of Five pounds per centum per annum thereon added either in one amount or spread over a definite time to be determined by the Board.

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 A1.—(CHAP. II., PART 5.)

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 provisions of the *Land Act* 1915 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) and made between His Excellency Governor 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 George V. of the first part the Board of Land and Works (hereinafter referred to as the "Board") of the second part and

(hereinafter called the "lessee") of the third part Whereas the lessee under the provisions of Part V. of the *Land Act* 1915 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 half-yearly instalment of principal. Now this Indenture 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 parish of county of in the State of Victoria containing being allotment of Section 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 years from the day of the date of

NOTE.—The bearings and measurements are approximately given in this plan. The measurements are in links. these presents unless sooner determined as hereinafter provided Excepting and reserving nevertheless 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 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 assigns 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 assigns or transferees 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 date of these presents 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 equal half-yearly instalments of each on the day of and the day of in every year clear of all deductions Payment of the first of such half-yearly instalments having been made the next of the said half-yearly payments to be made on the day of that will be in the year One thousand nine hundred and and the last of the said half-yearly instalments to be made on the day of next following 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 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 pay the instalments payable hereunder at the time 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 will at all times during the said period of six years when so required by the Minister of the Crown for the time being administering the *Land Act 1915* (hereinafter called the Minister) furnish the Minister with a statutory declaration to the effect that neither he nor they (as the case may be) have directly or indirectly transferred assigned sublet mortgaged or parted with the possession of the land hereby demised or any part thereof.

7. That neither he nor they shall or will for a period of six years from the commencement of this lease take in stock for agistment on the land hereby demised or permit any of such land to be cropped or used by any person other than himself or themselves (as the case may be) without the previous written consent of the Board first had and obtained.

8. That he or they after the expiration of the six years hereinbefore limited will not during the term hereby created transfer assign sub-let 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 Two hundred pounds in value.

9. 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 1915* included in the term "vermin" or which the Governor in Council may by proclamation in the *Government Gazette* declare or have declared to be vermin for the purposes of the said Act or any Act thereby repealed 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.

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 1915* enclose the land described herein with a fence of such kind as will come within the meaning assigned to the word "fence" by Part I. of the *Land Act 1915* 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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 1915* from time to time by the Governor in Council.

18. That these presents are upon this condition that if at any time more than one half-yearly instalment is in arrear or if at any time more than one half-yearly instalment is in arrear (the payment of the same not having been suspended by the Board under the power in that behalf in the Schedule herein after contained) or if and whenever there shall be a breach of or non-compliance with any of the other 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 with the consent in writing of the Minister be prevented by payment of such instalment with an additional sum equal to Five per centum of the amount of such instalment.

19. 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 his heirs or successors. 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.

20. 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 (the payment of the same not having been suspended by the Board under the power in that behalf in the Schedule hereinafter contained) 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 herebefore contained and this lease be avoided either by operation of law or by a determination of the Governor in Council as herebefore 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 his heirs or successors had obtained judgment in ejectment for recovery of possession of the said land and a 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 proceedings.

21. 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 and any improvements 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.

22. 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 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 hath hereunto affixed its common seal and the lessee hath hereunto set his hand and seal.

SCHEDULE HEREINBEFORE REFERRED TO.

In the event of the lessee being unable at any time to pay his instalments as they become due the Board of Land and Works may if the lessee has otherwise complied with the conditions of this lease suspend the payment of such instalments as will not exceed Sixty pounds per centum of the value of the improvements effected on the land hereby demised over and above any encumbrance thereon and allow the lessee to pay the arrears of instalments so suspended with interest at the rate of Five pounds per centum per annum thereon added either in one amount or spread over a definite time to be determined by the Board.

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 A.J.—(CHAP. II., PART 5.)

Entered in the Register Book, vol. fol.

Assistant Registrar of Titles.

CONDITIONAL PURCHASE LEASE (VILLAGE COMMUNITY ALLOTMENT).

THIS INDENTURE dated in accordance with the provisions of the *Land Act 1915* 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) and made between His Excellency Governor 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 George V. 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 V. of the *Land Act 1915* has made application for the conditional purchase by sixty half-yearly instalments of each of the allotment of 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 half-yearly instalment of principal

Now this Indenture 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 parish of

of being allotment of section 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 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 the 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 assigns 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 assigns or transferees 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 date of these presents 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 equal half-yearly instalments of _____ each on the first day of _____ and the _____ day of _____ in every year

clear of all deductions Payment of the first of such half-yearly instalment having been made the next of the said half-yearly payments to be made on the _____ day of _____ that will be in the year One thousand nine hundred and _____ and the last of the said half-yearly instalments to be made on the _____ 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 and assigns will observe and perform and be bound by the several covenants conditions provisions agreements acts matters and things hereinafter contained (that is to say):—

1. That he or they will 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 or on some other land not more than five miles distant from the land hereby 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 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 therefor 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.

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 sublet 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 Two hundred 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* 1915 included in the term "vermin" or which the Governor in Council may by proclamation in the *Government Gazette* declare or have declared to be vermin for the purposes of the said Act or any Act thereby repealed 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* 1915 enclose the land described herein with a fence of such kind as will come within the meaning assigned to the word "fence" by Part I. of the *Land Act* 1915 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 1915* from time to time by the Governor in Council.

13. That these presents are upon this condition that if at any time more than one half-yearly instalment is in arrear (the payment of the same not having been suspended by the Board under the power in that behalf in the Schedule hereinafter contained) or 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 with the consent in writing of the responsible Minister of the Crown for the time being administering the *Land Act 1915* be prevented by payment of such instalment with an additional sum equal to Five per centum of the amount of such instalment.

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 his heirs or successors. 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 (the payment of the same not having been suspended by the Board under the power in that behalf hereinafter contained) 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 his heirs or successors had obtained judgment in ejectment for recovery of possession of the said land and a 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 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 and any improvements 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 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 hath hereunto affixed its common seal and the lessee hath hereunto set his hand and seal.

SCHEDULE HEREINBEFORE REFERRED TO.

In the event of the lessee being unable at any time to pay his instalments as they become due the Board of Land and Works may if the lessee has otherwise complied with the conditions of this lease suspend the payment of such instalments as will not exceed Sixty pounds per centum of the value of the improvements effected on the land hereby demised over and above any encumbrance thereon and allow the lessee to pay the arrears of instalments so suspended with interest at the rate of Five pounds per centum per annum thereon added either in one amount or spread over a definite time to be determined by the Board.

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.)

PART VI.—TOWNSHIP OF WONTHAGGI.**Chapter I.****PART X.—Land Act 1914.**

The following Fees shall be payable under these Regulations in connexion with leases or agreements in the Township of Wonthaggi :—

	£	s.	d.
For preparation of Lease	1	0	0
For consent to mortgage transfer or sublet a lease or the interest in an agreement	1	0	0
For a consolidated consent to mortgage transfer or sublet two leases or the interest in two agreements	1	2	0

The fee for a consolidated consent to mortgage transfer or sublet which embraces more than two separate leases or two separate agreements shall be increased by the sum of Two shillings for each lease or agreement in excess of two (2).

For transfer of mortgage	1	0	0
For discharge of mortgage	0	10	0

Crown grants of Crown lands leased as residence sites and acquired by virtue of the provisions of section 325 of the *Land Act* 1915 shall be in the form prescribed in Schedule AK hereto, and shall be subject to such other conditions, exceptions, and reservations as the Governor in Council may in any particular case direct.

Crown grants of Crown lands leased as business sites and acquired by virtue of the provisions of section 325 of the *Land Act* 1915 shall be in the form prescribed in Schedule AL hereto, and shall be subject to such other conditions, exceptions, and reservations as the Governor in Council may in any particular case direct.

Crown grants of Crown lands acquired by virtue of the provisions of sections 326 and 327 of the *Land Act* 1915 shall be in the form prescribed in Schedule AM hereto, and shall be subject to such other conditions, exceptions, and reservations as the Governor in Council may in any particular case direct.

SCHEDULE AK.—(CHAP. I., PART 6.)

Entered in the Register Book, Vol. Fol.

Assistant Registrar of Titles.

GEORGE V., by the Grace of God of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas King Defender of the Faith Emperor of India 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 the Township of Wonthaggi in our State of Victoria the person hereinafter named ha in consideration of the sum of

which sum has been duly paid 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 Part X. of the *Land Act* 1915 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 delineated with the measurements and abutments thereof in the map drawn in the margin of these presents and therein coloured yellow Provided nevertheless that the grantee shall be entitled to sink wells for water and to the use and enjoyment of any wells 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 nevertheless unto us our heirs and successors all gold and silver and auriferous and argentiferous earth and 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 or under or 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 licensees 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 lying in upon or 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 this grant is made on the express condition that neither the land hereby granted nor any part thereof shall or will be at any time used for the purpose of any trade business or

calling And provided further that the said land is and shall be subject to be resumed for mining purposes under section 168 of the *Land Act 1915*. 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 on which the holder of a miner's right or of a mining or mineral lease had at the date of these presents the right to mine for gold and silver in and upon Crown lands. Provided that compensation shall be paid to the said h heirs executors administrators assigns and transferees by such person for surface damage to be done to such lands by reason of mining thereon such compensation to be determined as provided for the time being by law for the case of land resumed for mining purposes 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 nine hundred and 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 in and over the said State of Victoria and its Dependencies in the Commonwealth of Australia.

(L.S.)

SCHEDULE AL.—(CHAP. I., PART 6.)

Entered in the Register Book, Vol. Fol.

Assistant Registrar of Titles.

GEORGE V., by the Grace of God of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas King Defender of the Faith Emperor of India 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 the Township of Wonthaggi in our State of Victoria the person hereinafter named ha in consideration of the sum of which sum has been duly paid 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 Part X. of the *Land Act 1915* 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 delineated with the measurements and abutments thereof in the map drawn in the margin of these presents and therein coloured yellow. Provided nevertheless that the grantee shall be entitled to sink wells for water and to the use and enjoyment of any wells 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 nevertheless unto us our heirs and successors all gold and silver and auriferous and argentiferous earth and 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 or under or 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 licensees 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 lying in upon or 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 this grant is made on the express condition that neither the land hereby granted nor any part thereof shall or will be at any time used for the purpose of any trade business or calling concerned under any law for the time being in force in our said State with the sale of spirituous or fermented liquor in quantities amounting to two gallons or upwards. And provided further that the said land is and shall be subject to be resumed for mining purposes under section 168 of the *Land Act 1915*. 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 on which the holder of a miner's right or of a mining or mineral lease had at the date of these presents the right to mine for gold and silver in and upon Crown lands. Provided that compensation shall be paid to the said h

heirs executors administrators assigns and transferees by such person for surface damage to be done to such lands by reason of mining thereon such compensation to be determined as provided for the time being by law for the case of land resumed for mining purposes 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 nine hundred and 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 in and over the said State of Victoria and its Dependencies in the Commonwealth of Australia.

(L.S.)

SCHEDULE AM.—(CHAP. I., PART 6.)

Entered in the Register Book, Vol. Fol.

Assistant Registrar of Titles.

GEORGE V., by the Grace of God of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas King Defender of the Faith Emperor of India 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 the Township of Wonthaggi in our State of Victoria the person hereinafter named ha in consideration of the sum of

which sum has been duly paid 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 Part X. of the *Land Act 1915* 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 delineated with the measurements and abutments thereof in the map drawn in the margin of these presents and therein coloured yellow. Provided nevertheless that the grantee shall be entitled to sink wells for water and to the use and enjoyment of any wells 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 nevertheless unto us our heirs and successors all gold and silver and auriferous and argentiferous earth and 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 or under or 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 licensees 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 lying in upon or 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 h heirs and assigns for ever

Provided always that this grant is made upon the express condition that the land hereby granted shall be used as a site for a dwelling only. Provided further that the said land is and shall be subject to be resumed for mining purposes under section 168 of the *Land Act 1915*. 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 on which the holder of a miner's right or of a mining or mineral lease had at the date of these presents the right to mine for gold and silver in and upon Crown lands. Provided that compensation shall be paid to the said ^h heirs executors administrators assigns and transferees by such person for surface damage to be done to such lands by reason of mining thereon such compensation to be determined as provided for the time being by law for the case of land resumed for mining purposes 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 nine hundred and
being the day the person herein named became entitled to this Grant.

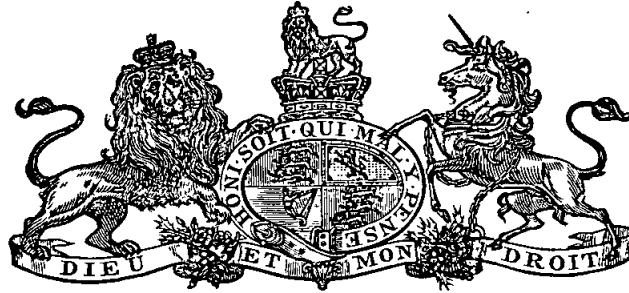
In testimony whereof we have caused this our Grant to be sealed
at Melbourne with the Seal of the said State. Witness our trusty
and well-beloved

Governor in and over the said State of Victoria and its Dependencies
in the Commonwealth of Australia.

And the Honorable Harry Sutherland Wightman Lawson, His Majesty's
Commissioner of Crown Lands and Survey for the State of Victoria, shall
give the necessary directions herein accordingly.

F. W. MABBOTT
Clerk of the Executive Council.

(L.S.)



VICTORIA GOVERNMENT GAZETTE

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No. 144.]

THURSDAY, OCTOBER 21.

[1915.]

Factories and Shops Act 1915.

DETERMINATION OF THE POTTERY TRADE BOARD.

IN accordance with the provisions of the Factories and Shops Acts, the Special Board appointed to determine the lowest prices or rates which may be paid to any person or persons or classes of persons employed in the process, trade, or business of pottery-making, including the making of tiles and of drain and glazed pipes, and the clay digging in connexion therewith, has made the following Determination, namely:—

(1) That the previous Determinations of this Board are hereby amended, and such amendments shall come into force and be operative on and after the 8th day of November, 1915.

The Determination and amendments are printed hereunder.

(2) The lowest rates of wages to be paid to the following shall be:—

MALES.

(a)

Head burner	...	...	...	70s. per week of 60 hours.
Assistant burner	...	...	...	65s. " "
Other burners in tile making	...	...	...	48s. " 48 hours.
All other burners	...	...	...	50s. " "
Mould maker	...	...	...	63s. " "

(b) GLAZED PIPES AND SALT-GLAZED WARE.

Flanger	...	...	...	62s. per week of 48 hours.
Pressers, setters, or man in charge of plunge	...	...	...	54s. " "
Junction sticker	...	...	...	52s. " "
Head drawer	...	...	...	51s. " "
All others	...	...	...	50s. " "

(c) TILE MAKING.

Head placer inside a kiln	...	...	...	51s. per week of 48 hours.
Leading hand in clay-making department	...	...	...	50s. " "
Man boring or using explosives	...	...	...	50s. " "
Man dipping tiles and in charge of dipping room	...	...	...	50s. " "
Man hand-pressing dust tiles with 6-in. press	...	...	...	53s. " "
Man hand-pressing dust tiles with 4½-in. press	...	...	...	51s. " "
Man pressing dust tiles with power press	...	...	...	50s. " "
Man operating seggar press	...	...	...	49s. " "
Packers, sorters, and gaugers, without previous experience in a tile-making works—				
1st year	...	...	...	42s. " "
2nd "	...	...	...	45s. " "
All others	...	...	...	48s. " "

(d) GENERAL POTTERY.

Sanitary ware presser	...	...	56s. per week of 48 hours.
Hollow ware presser, turner, or head dipper	...	...	54s. " "
Other dippers	...	...	50s. " "
Stoneware thrower—			
4th year's experience	...	...	50s. " "
5th " "	...	...	55s. " "
and thereafter	...	...	60s. " "
Jiggerer	...	...	52s. " "
Head placer inside a kiln	...	...	54s. " "
Other placers	...	...	51s. " "
Handler	...	...	51s. " "
Head packer	...	...	55s. " "
Other packers—			
1st year's experience	...	...	45s. " "
2nd " "	...	...	48s. " "
All others	...	...	50s. " "

(e) TERRA-COTTA.

Flower pot throwers	...	...	57s. 6d. per week of 48 hours.
Facemen	...	...	54s. " "
Pressers	...	...	54s. " "
Vent makers or setters	...	...	52s. 6d. " "
Man in charge of plunge	52s. " "
Clayhole men	51s. " "
All others	50s. " "

FEMALES.

Females	25s. per week of 48 hours.
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APPRENTICES AND IMPROVERS.

"Apprentice" means any person under twenty-one years of age bound by indentures of apprenticeship, or any person over twenty-one years of age who, with the sanction of the Minister, is bound by indentures of apprenticeship. (Act 2650, Section 3.)

"Improver" means any person (other than an apprentice) who does not receive a piece-work price or a wages rate fixed by any Special Board for persons other than apprentices or improvers, and who is not over twenty-one years of age, or who being over twenty-one years of age holds a licence from the Minister to be paid as an improver. (Act 2650, Section 3.)

(3) That—

- (a) the lowest rates which may be paid to an apprentice or an improver; and
 (b) the proportionate number of apprentices and improvers who may be employed in any factory or place

shall be as shown in the following table :—

Experience.	Wages per week of 48 hours.		Number.
	Males.	Females.	
	Apprentices.	Apprentices or Improvers.	
1st year	8s.	10s.	APPRENTICES. One male apprentice to every two or fraction of two, male workers receiving not less than 48s. per week of 48 hours. One female apprentice to every two or fraction of two, female workers receiving not less than 25s. per week of 48 hours.
2nd "	10s.	13s.	
3rd "	15s.	18s.	
4th "	20s.	22s.	
5th "	30s.	...	
Age.	Improvers.		IMPROVERS. Three male improvers to every four or fraction of four, male workers receiving not less than 48s. per week of 48 hours. Three female improvers to every female worker receiving not less than 25s. per week of 48 hours.
Under 15 years	10s.		
15 "	12s.		
16 "	16s.		
17 "	20s.		
18 "	27s. 6d.		
19 "	32s. 6d.		
20 "	38s.		

OVERTIME.

(4) Any employee who in any week works for any time in excess of the maximum number of hours fixed by this Determination shall be paid for such extra time at the rate of time and a quarter.

SUNDAYS AND PUBLIC HOLIDAYS.

(5) That time and a half shall be the special rate of payment payable to any persons *other than* (a) burners; or, (b) persons employed for less than two hours on each day in protecting, turning, or dressing, for all work done on—

Sunday,
New Year's Day,
The 26th of January (Foundation Day),
Good Friday,
Easter Monday,
The 21st April (Eight Hours Day),
Christmas Day,
Boxing Day;

but if any other day be by Act of Parliament or Proclamation substituted for any of the above-named holidays, the special rate shall only be payable for work done on the day so substituted.

PIECE-WORK.

(6) That the lowest piece-work prices to be paid for moulding or pressing any article mentioned hereunder shall be as follow:—

GLAZED PIPES AND SALT-GLAZED WARE.

Boundary Traps, 6 inches	...	...	...	...	1s.-0½d. per trap
Boundary Traps, 4 inches	...	...	...	...	8d. "
Gully Traps (flanged)	...	...	...	...	6½d. each "
Disconnectors	...	...	...	...	6½d. "
Basins	...	...	...	...	6½d. "
Junctions	...	...	...	...	9s. per 100

GENERAL POTTERY.

CANE BAKERS (HAND PRESSED).

7 inches	...	...	...	...	6d. per dozen.
8 "	...	...	...	...	8d. "
9 "	...	...	...	...	10d. "
10 "	...	...	...	...	1s. "
11 "	...	...	...	...	1s. 2d. "
12 "	...	...	...	...	1s. 4d. "

or 11d. per dozen all round.

CHAMBERS.

(Hand Pressed.)

12's	...	...	...	...	1s. 9d. per dozen.
9's	...	...	...	...	2s. 3d. "
6's	...	...	...	...	2s. 6d. "

3d. per dozen extra to be allowed for embossed chambers.

(Jiggered.)

	Jiggering per doz.	Turning per doz.	Handling per doz.
12's	7d.	5½d.	5½d.
9's	8d.	6½d.	6½d.
6's	9½d.	7½d.	7½d.

3d. per dozen extra to be allowed for embossed chambers.

BED SLIPPERS (HAND PRESSED).

Bed Slippers	6s. per dozen.
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COTTAGE PANS AND TRAPS.

Pans	10d. each
Traps	10d. "

EWERS (HAND PRESSED).

9's	3s. 10½d. per dozen.
6's	...	...	...	...	4s. 1½d. "

JUGS (HAND PRESSED).

30's	...	...	...	...	1s. 4½d. per dozen.
24's	...	...	...	...	1s. 8½d. "
12's	...	...	...	...	2s. 0½d. "

LIP BOWLS (HAND PRESSED).

No. 1 (11 inches or under)	...	...	...	1s. 6d. per dozen.
No. 2 (12 inches)	...	...	...	1s. 9d. "
No. 3 (13 inches)	...	...	...	2s. "
No. 4 (14 inches or over)	...	...	...	2s. 3d. "

OVAL COVER DISHES, WITH RAISED FOOT (HAND PRESSED).

7 and 8 inches	...	...	...	4s. 1½d. per dozen.
9 and 10 inches	...	...	...	4s. 7½d. "

PEDESTAL PANS.

Class 3	...	...	...	3s. 6d. each.
Class 5	...	...	...	4s. "

SPITTOONS (HAND PRESSED).

Large	...	...	...	1s. 4½d. per dozen.
Small	...	...	...	1s. 2½d. "

TEAPOTS.

42's (approximate capacity 1 pint)	...	...	...	1s. 3½d. per dozen.
39's (" " 1½ pints)	...	...	...	1s. 3½d. "
36's (" " 2 " )	...	...	...	1s. 8½d. "
30's (" " 3 " )	...	...	...	1s. 8½d. "
24's (" " 4 " )	...	...	...	1s. 8½d. "
18's (" " 5 " )	...	...	...	2s. 0½d. "
12's (" " 6 " )	...	...	...	2s. 0½d. "

WASHING OR TOILET BOWLS (PRESSED).

Plain	2s. per dozen.
Embossed	2s. 3d. "

BARRELS.

Barrels	3d. per gallon.
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BOTTLES.

Acid bottles (3 gallon)	7s. per dozen.
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DEMIJOHNS.

1 gallon	1s. 5d. per dozen
2 " "	2s. 5½d. "
3 " "	4s. 6d. "
5 " "	10s. "

4d. per dozen extra for handle bottles.

FILTER SHELLS.

Dripstone	...	...	...	3d. per gallon.
Candles (making and shaving)	...	...	...	5½d. "

FOOT WARMERS (HAND PRESSED).

Plain	...	...	...	4s. 1½d. per dozen.
" with screw top	...	...	...	5s. 1½d. "
Embossed, with screw top	...	...	...	6s. 1½d. "

GINGER-BEER BOTTLES.

1 gallon (screwed)	1s. 8½d. per dozen.
Others	3s. 6d. per gross.

JARS.

Squat jars	2d. per gallon.
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PANS.

Bread	3d. per gallon.
Cream	3d. "

TERRA COTTA.

FLOWER POTS—THROWING AND FINISHING.

3 inches	...	...	...	...	...	1½d. per dozen.
4 "	...	...	...	...	...	2d. "
5 "	...	...	...	...	...	3d. "
6 "	...	...	...	...	...	4d. "
7 "	...	...	...	...	...	5d. "
8 "	...	...	...	...	...	8d. "
9 "	...	...	...	...	...	10d. "
10 "	...	...	...	...	...	1s. 0½d. "
12 "	...	...	...	...	...	2s. 0½d. "
13 "	...	...	...	...	...	3s. 0½d. "
14 "	...	...	...	...	...	4s. "
15 "	...	...	...	...	...	5s. "
18 "	...	...	...	...	...	10s. "

FLOWER-POT SAUCERS—THROWING AND FINISHING.

4 inches	...	...	...	...	...	1½d. per dozen.
5 "	...	...	...	...	...	2d. "
6 "	...	...	...	...	...	3d. "
7 "	...	...	...	...	...	4d. "
8 "	...	...	...	...	...	6d. "
9 "	...	...	...	...	...	8d. "
10 "	...	...	...	...	...	9½d. "
12 "	...	...	...	...	...	1s. 0½d. "
13 "	...	...	...	...	...	1s. 6½d. "
14 "	...	...	...	...	...	2s. "
15 "	...	...	...	...	...	2s. 6d. "

RIDGING.

Ridging made by hand from wood or plaster moulds ... 1s. 8d. per dozen.

PIECE-WORK WHICH MAY BE FIXED BY AN EMPLOYER.

(7) The Board determines under the provisions of section 144 of the *Factories and Shops Act 1915* that any employer may fix and pay piece-work prices to any person employed in the *general pottery, tile, and terra-cotta sections of the trade at work for which piece-work prices have not been specified above*, provided that any such employer shall base such piece-work prices on the earnings of an average worker working under like conditions, and such piece-work prices shall be fixed so that an average worker can earn not less than the wages rates that are fixed by the Board for such work.

F. H. BOLTON, J.P.,
Chairman.

Melbourne, 13th October, 1915.

