



VICTORIA GOVERNMENT GAZETTE

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[1959

LAND SETTLEMENT ACT 1959.

At the Executive Council Chamber, Melbourne, the
twenty-fourth day of November, 1959.

PRESENT:

His Excellency the Governor of Victoria.
Mr. Cameron | Mr. Mibus.

REGULATIONS.

WHEREAS by section 48 of the *Land Settlement Act 1959* (hereinafter called the Act) it is provided that the Governor in Council may make Regulations for certain stated purposes: Now therefore under the power conferred by the said Act, 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:—

CHAPTER 1.

Preliminary.

1. For the purposes of these Regulations unless the context be inconsistent therewith the words Allotment, Commission, Estate, Land, Purchase Lease, Settler and Temporary Lease shall have respective meanings assigned to them in section 3 of the *Land Settlement Act 1959*.

2. The forms set out in the Schedules hereunder may be adopted with any modifications necessary to meet the requirements of any particular case and any explanatory notes therein shall be deemed to be part of these Regulations.

3. The provisions of the Acts Interpretation Acts shall apply to these Regulations.

4. The words importing the masculine gender shall be deemed and taken to include females and the singular to include the plural and the plural to include the singular unless repugnant to the context.

CHAPTER 2.

Procedure.

The Commission in the exercise of its powers and functions and the discharge of the duties and obligations conferred or imposed upon it by or under the Act shall adopt the following procedure:—

1. The Commission shall meet at the Commission's office or at such other place as its members may appoint for the dispatch of business.

2. The members of the Commission shall cause minutes of their proceedings to be kept by the secretary.

3. At every meeting of the Commission the order of business shall be such as the majority or, in the event of an equality of votes, the chairman or presiding member shall determine.

4. The secretary shall arrange to furnish every meeting of the Commission with a summary of the several matters requiring attention and shall see that proper and correct minutes are made of all matters transacted and ordered at such meeting.

5. The secretary shall arrange and control the work of the officers, arrange for interviews with the Commission and carry out the general administration of the Act.

6. The strictest secrecy shall be observed by all officers regarding properties under offer to the Commission and the Commission's affairs generally.

7. The common seal of the Commission shall be kept under lock and a key shall be kept by both the chairman and the secretary. The said seal shall not be affixed to any document unless a member of the Commission and the secretary be present. Any document so sealed shall be signed by the chairman or a member of the Commission and the secretary.

CHAPTER 3.

Acquisition and Setting Apart of Land.

1. The reports supplied by the Valuers regarding the suitability of land for the purposes of the Act shall be the property of the Commission.

2. Every form of claim for compensation in respect of land taken compulsorily under the provisions of the Act shall set forth particulars of the land in question, postal address of the party or parties claiming, the nature of the interest of the persons claiming, particulars of the claim, the dates and other short particulars of documents of title, name or names of the persons having the custody of the documents of title, and the place or places where the same may be inspected.

3. The form of claim for compensation in respect of land taken compulsorily under the provisions of the Act shall be in the form or to the effect of that prescribed in the First Schedule hereto.

4. An Assessor appointed to sit with a Judge in hearing disputed claims in respect of land taken compulsorily under the provisions of the Act shall be paid a fee of £10 10s. per sitting day in addition to a rail fare to cover cost of transport and a travelling allowance at the rate of £2 10s. per day.

5. The notice to be forwarded to the Registrar-General or the Registrar of Titles when any land is vested in the Crown by the publication of a final notice of compulsory acquisition pursuant to section 5 of the *Land Settlement Act 1959* (so far as the provisions of sub-section 3 of section 27 of the *Soldier Settlement Act 1958* extend and apply thereto) shall be in the form or to the effect of that prescribed in either the Second or Third Schedules hereto.

6. Every warrant required to be issued pursuant to section 5 of the *Land Settlement Act 1959* (so far as the provisions of sub-section 3 of section 38 of the *Soldier Settlement Act 1958* extend and apply thereto) to deliver the possession of land compulsorily acquired shall be in the form or to the effect of that prescribed in the Fourth Schedule hereto.

CHAPTER 4.

Allocation of Allotments.

1. The period in which an application for an allotment under the Act may be lodged shall be such period as determined by the Commission but being not less than fourteen days from the date of notification in the *Government Gazette* that any allotment or group of allotments becomes or is about to become available for settlement.

2. Every application for an allotment under the Act shall be in the form or to the effect of that prescribed in the Fifth Schedule hereto.

3. The Commission may appoint one or more Land Settlement Boards each of which shall comprise two or more officers. Each Land Settlement Board shall investigate applications for allotments that are remitted for consideration and shall report to the Commission in respect of such investigation.

4. The chairman of every Land Settlement Board shall when obtaining evidence from any applicant require that such evidence be given in the form of a statutory declaration.

5. The rate of remuneration to be paid to a settler who is employed by the Commission on developmental improvement maintenance and other work as the Commission requires and for such period or periods as the Commission determines shall be the amount equivalent to the rate payable to a General Station Hand (without keep) under the Federal Pastoral Industry Award as varied from time to time: Provided however that where the Commission considers certain improvement work is of a contract nature it may enter into a contract with any settler to do such work upon rates mutually agreed upon between the Commission and the settler.

CHAPTER 5.

Settlers' Credit Account.

For the purposes of sub-section 3 (a) of section 26 of the Act the amount standing to the credit of any settler in the Settlers' Credit Account shall be credited with interest at the determined rate on the first day of July in each year.

CHAPTER 6.

Advances to Settlers.

1. Every application for an advance pursuant to the provisions of the Act shall be in the form or to the effect of that prescribed in the Sixth Schedule hereto.

2. Any report furnished by an officer regarding an application for an advance under the Act shall be and remain the property of the Commission.

3. A preferable lien on crops required to be given by a settler who obtains an advance under the Act shall be in the form or to the effect of that prescribed in the Seventh Schedule hereto.

4. The request for the entry of satisfaction in connexion with any preferable lien on crops shall be in the form or to the effect of that prescribed in the Eighth Schedule hereto.

5. A Bill of Sale required to be given by a settler who obtains an advance under the Act shall be in the form or to the effect of that prescribed in the Ninth Schedule hereto.

6. The Satisfaction Piece of any such Bill of Sale shall be in the form or to the effect of that prescribed in the Tenth Schedule hereto.

7. A Stock Mortgage required to be given by a settler who obtains an advance under the Act shall be in the form or to the effect of that prescribed in the Eleventh Schedule hereto.

8. The discharge of any Stock Mortgage given as security for an advance under the Act and which has been registered at the Office of the Registrar-General shall be in the form or to the effect of that prescribed in the Twelfth Schedule hereto.

9. A lien on wool required to be given by a settler who obtains an advance under the Act shall be in the form or to the effect of that prescribed in the Thirteenth Schedule hereto.

10. The request for the entry of satisfaction in connexion with any such lien on wool shall be in the form or to the effect of that prescribed in the Fourteenth Schedule hereto.

11. An assignment of proceeds of the sale of certain produce of a farm required to be given by a settler who obtains an advance under the Act shall be in the form or to the effect of that prescribed in the Fifteenth Schedule hereto.

CHAPTER 7.

Insurance.

In these Regulations and in all policies and instruments purporting to be made or executed thereafter and if not inconsistent with the context:—

"Commission" means the Soldier Settlement Commission.

"Policy" means any contract of insurance made pursuant to and in accordance with the Act.

“Premium” means the periodical or other payment for any policy.

“Proposer” means a settler under the Act (and includes any settler who has been issued under the Act with a Crown Grant which is secured by mortgage to the Commission) or a purchaser under Contract of Sale of any land sold by the Governor in Council or by the Commission pursuant to the Act.

1. Every proposal required by the Commission for the insurance of any buildings tanks tankstands windmills and structures against loss or damage by fire and/or storm and tempest and of any fences against loss or damage by fire shall be in the form or to the effect of that prescribed in the Sixteenth Schedule hereto.

2. The Commission shall consider every proposal for insurance made in the prescribed proposal form and after enquiry as to the character and nature of the risk, determine whether the risk shall be accepted or rejected and if accepted shall determine the amount for which such buildings tanks tankstands windmills structures and/or fences shall be insured pursuant to and in accordance with the Act.

3. If the Commission rejects a proposal or decides to accept a proposal in part only it shall forthwith notify the proposer of its decision. A proposer shall be deemed to be notified under this clause if a memorandum of the Commission's decision is forwarded to him by post in a prepaid letter addressed to him at the address shown on his proposal. If the proposal is accepted in whole or part the memorandum of acceptance shall be in the form or to the effect of that prescribed in the Seventeenth Schedule hereto.

4. The premiums chargeable by the Commission in connexion with contracts of insurance entered into pursuant to and in accordance with the Act shall be as follows:—

(a) So far as the premiums relate to buildings (including attached tanks and tankstands) and/or fences the rates contained in the Eighteenth Schedule hereto. The Commission shall determine to which class (according to the nature of the risk) the buildings and/or fences to be insured belong;

(b) So far as the premiums relate to tanks and tankstands (not attached to buildings) and windmills the rates contained in the Nineteenth Schedule hereto.

5. When a proposal for insurance in the prescribed form is made by a proposer the Commission, pending acceptance of such proposal may forward to such proposer a cover note or letter of advice concerning such cover.

6. Every policy issued to a proposer by the Commission shall be in the form or to the effect of that prescribed in the Twentieth Schedule hereto.

CHAPTER 8.

Fees.

The following fees shall be payable under the Regulations under the Act:—

	£	s.	d.
For the Consent or duplicate Consent of the Commission to transfer a Purchase Lease	1	0	0
For the Consent or duplicate Consent of the Commission to sublet or share-farm land comprised in a Purchase Lease	1	0	0
For registration of transfer of interest in land sold in accordance with the Act	1	0	0
For issue of a treasurer's receipt	1	10	0
For preparation of a Crown Grant where the purchase money does not exceed Five pounds	1	0	0
For preparation of a Crown Grant of land not exceeding in extent 50 acres	1	10	0
For preparation of a Crown Grant of land exceeding in extent 50 acres	2	0	0
For certificate to replace lost fees receipt	0	10	0
For certificate of correction of Crown Grant or lease except where the correction is necessary owing to a Commission error	0	10	0
For searches before issue of a Crown Grant where registered lease is lost	0	10	0
For preparation of securities as follows:—			
Land Debenture or Stock Mortgage	0	10	6
Lien on Crop	0	5	0
Lien on Wool	0	5	0
Bill of Sale	0	10	6
Assignment of proceeds of sale of produce	0	5	0

FIRST SCHEDULE.
Land Settlement Act 1959.
CLAIM FOR COMPENSATION.

To be filled up and signed by owners, lessees of, and persons interested in land acquired for the purposes of the Land Settlement Act 1959.

BRIEF DESCRIPTION OF LAND ACQUIRED.

Names, occupations, and postal addresses of parties claiming.	Nature of interest, state whether tenant in fee, in tail, for life, or otherwise, and whether subject to any and what mortgage, and if any lease granted.	Area in respect of which claim is made.	Particulars of Claim.	Date and other short particulars of documents of Title, e.g., Volume and Folio of Certificate of Title, Book and Number of Memorials, &c.	Names of persons having the custody of documents: place or places where the same may be inspected.
		acres.	£		

Signed at _____ this _____ day of _____ 19____
(Signature)

To:
The Secretary,
Soldier Settlement Commission,
Public Offices,
Treasury Gardens,
Melbourne, C.2.

SECOND SCHEDULE.

NOTIFICATION THAT CERTAIN LAND IS VESTED IN THE CROWN PURSUANT TO THE LAND SETTLEMENT ACT 1959.

To:
The Registrar-General,
Melbourne.

Notification is hereby given that under the provisions of section 5 of the *Land Settlement Act 1959* (so far as the provisions of sub-section 3 of section 27 of the *Soldier Settlement Act 1958* extend and apply thereto) the land described hereunder has become vested in the Crown.

Allotment	DESCRIPTION OF LAND.	
	Section	Area
	Parish of	
	County of	
Reference to Title		

THIRD SCHEDULE.

NOTIFICATION THAT CERTAIN LAND IS VESTED IN THE CROWN PURSUANT TO THE LAND SETTLEMENT ACT 1959.

To:
The Registrar of Titles,
Melbourne.

Notification is hereby given that under the provisions of section 5 of the *Land Settlement Act 1959* (so far as the provisions of sub-section 3 of section 27 of the *Soldier Settlement Act 1958* extend and apply thereto) the land described hereunder has become vested in the Crown.

Allotment	DESCRIPTION OF LAND.	
	Section	Area
	Parish of	
	County of	
Reference to Title		

FOURTH SCHEDULE
LAND SETTLEMENT ACT 1959.

In the matter of the SOLDIER
SETTLEMENT COMMISSION
and
in the matter of A.B.

To:

The Sheriff of Victoria.

Whereas pursuant to the provisions of the *Land Settlement Act 1959* the final notice of compulsory acquisition has been published in the *Government Gazette* of in respect of the land described in the Schedule hereto: And whereas the Commission has demanded delivery of possession of the said land from A.B. the owner thereof in accordance with the said Act: And whereas the occupier of the said A.B. has failed or refused to deliver possession of the said land:

Now therefore I, C.D., the Attorney-General for the State of Victoria under and by virtue of the powers conferred upon me by section 5 of the *Land Settlement Act 1959* (so far as the provisions of sub-section 3 of section 38 of the *Soldier Settlement Act 1958* extend and apply thereto) and of all other powers me enabling do hereby authorize you to enter by force if needful and with or without the aid of any person or persons whom you may think requisite to call to your assistance into and upon the said land and to eject the said A.B. and all other persons therefrom and of the said land full and peaceable possession deliver to E.F. of in Victoria an officer of the said Commission and a person who is hereby appointed to receive the same and for which this shall be a sufficient warrant.

The Schedule.

Given under my hand at the day
of 19

Attorney-General.

FIFTH SCHEDULE.
APPLICATION FOR LAND UNDER LAND SETTLEMENT ACT 1959.

I,
(Christian Names in full.) (Surname in Block Letters.)

of
(Full Postal Address.)

hereby make application to be selected for settlement on the following group of holdings:—

Number in Priority of Choice.	Lot No. on Plan of Subdivision.	Parish.	Allot.	Sec.	Area.	Estate.
1						
2						
3						
4						
5						

Has your order of preference for the lots applied for been made after a personal inspection of the land?.....

NOTE.—If the land available contains more than five lots you may extend your preference by means of a covering letter.

Signature.....
Date...../...../.....

PERSONAL PARTICULARS.

1. What is your usual business town?	.....
2. State—	
(a) Date of birth	(a).....
(b) Place of birth	(b).....
(c) Married or single	(c).....
(d) If married, state number of children, ages, and sex.	(d).....
(e) Are you a British Subject? ..	(e).....
(f) If a naturalized British Subject, state date of naturalization.	(f).....

FIFTH SCHEDULE—continued.

3. (a) What is your present employment? (b) State name and address of employer (c) State period in such employment	(a)..... (b)..... (c).....
4. Give particulars of— (a) any trade qualifications (b) any occupation other than farming in which you have been engaged.	(a)..... (b).....
5. State educational qualifications. (Merit, Intermediate, Leaving Certificates, Diplomas, &c.)	..... ..... .....
6. Furnish full details of any experience as a contract worker (clearing, tractor-ploughing, fencing, &c.)	..... ..... .....
7. Give following particulars of farming experience:— (a) Types of farming in which you have engaged (e.g., Sheep, Dairy, Fruit, &c.). (State whether on irrigable or non-irrigable holding). (b) Localities in which you farmed (c) Total period engaged in such farming.	(a)..... (b)..... (c).....
8. (a) If you were farming on your own account, state whether as owner, sharefarmer, lessee, or contract worker. If sharefarmer, lessee, or contract worker, give name and address of land-owner or employer. (b) Give details of any current leasing or sharefarming agreements you may have.	(a)..... (b).....
9. Furnish the names and addresses of two reputable referees who can testify to your previous experience.	..... ..... .....
10. Are you the owner of any farm lands? If so, give details— (a) Particulars of land (b) Value (c) Details of any encumbrances thereon	(a) Allot..... Sec..... Parish..... (b)..... (c).....
11. Are you the owner of any property other than farming land? Give details— (a) Particulars of land (b) Value (c) Details of any encumbrances thereon	(a) Allot..... Sec..... Parish..... (b)..... (c).....
12. Have you any beneficial interest in any estate? If so, give details.	(a) Realty..... (b) Personalty.....
13. What property does your wife hold or have an interest in? Give particulars as above.	..... ..... .....
14. Are you, or have you ever been bankrupt or insolvent or has your estate ever been assigned for the benefit of your creditors? If so, give particulars.	..... ..... .....
15. Is there any unsatisfied judgment entered up in any Court against you? If so, give particulars.	..... ..... .....
16. (a) Have you previously been allotted land or received financial assistance under the Soldier Settlement Act, Closer Settlement Acts or Land Act in Victoria? (b) Have you previously been allotted land in any other State under any Government Land Settlement Scheme? If so, give particulars.	(a)..... (b).....

FIFTH SCHEDULE—continued.

17. In the event of your application being successful—
 Do you undertake, if required by the Commission, to reside on and carry out maintenance and developmental work on the Project as required by the Commission at the remuneration from time to time prescribed?

18. Particulars of War Service (if any)—
 Regimental No.....Rank on Discharge.....Branch of Service.....
 Date of Enlistment.....Place of Enlistment.....Date of Discharge.....
 Place of Discharge.....Discharge No.....
 State reason for discharge.....
 State particulars of war disability (if any).....
 State amount of pension (if any).....

STATEMENT OF YOUR ASSETS AND LIABILITIES.

Liabilities.		Assets.	
	£		£
Amount owing on Loans and Mortgages—		Value of Property or Land (including suburban or township property)	
Principal .. £.....		Cash on Hand or in Bank ..	
Interest .. £.....		Shares or Bonds ..	
Total ..		Interest or Annuity in any Estate ..	
Amount owing for Government Advances and Crown Rent ..		Particulars of Stock—	
Amount owing for Land Tax, Shire and Water Rates ..		Number. Value.	
Amount owing for any unpaid Government Loan ..		£	
Amount owing on Livestock ..		Sheep ..	
Amount owing on Plant/Implements ..		Dairy Cattle ..	
Amount owing on Fertilizers, Seed, &c. ..		Other Cattle ..	
Amount owing to other Creditors, including Hire Purchase Agreements (if any) ..		Horses ..	
Contingent Liabilities—		Other Stock ..	
Endorsement of Promissory Notes, &c. ..		Total Value of Stock ..	
Guarantees given ..		Value and Particulars of Farming Plant and Implements (give details)—	
Disputed Debts, Alimony, Judgments, &c. ..		Description. Value.	
Total £		£	
		Total Value of Farming Plant and Implements ..	
		Value of Crops on Hand (give details) ..	
		Any other Assets such as—	
		Motor car ..	
		Household Furniture, &c.....	
		Total £	

Give particulars of wife's assets or income and liabilities, if any.....

DECLARATION.

I,, the applicant herein, do solemnly and sincerely declare that the several answers to questions and the statements made in this application are true and correct in every particular and disclose full details of my financial position.

I further declare that with respect to this application I am not an agent, or a servant of, or a trustee for, any other person; that I have not entered into nor promised to enter into any agreement to permit any other person to acquire by purchase or otherwise the allotment in respect of which this application is made, or any part thereof, or my interest therein.

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

Declared before me at.....
 in the State of.....this.....
 day of.....19.....

(Signature of Applicant)

Justice of the Peace or
 Commissioner for taking Declarations and Affidavits.

SEVENTH SCHEDULE—*continued.*

DATED _____ 19 _____

TO
SOLDIER SETTLEMENT COMMISSION
Under the *Land Settlement Act 1959*

I, _____ of the Soldier Settlement Commission, Melbourne, in the State of Victoria, Clerk, make oath and say that the within is a true copy of the original Lien on Crops, of which it purports to be a copy.

LIEN ON CROPS.

Sworn at Melbourne, in the State of Victoria, this _____ day of _____ 19 _____

RECEIVED into the office of the Registrar-General of the State of Victoria, at Melbourne, this _____ day of _____ 19 _____ at _____ o'clock in the noon, the within document numbered _____ and verified as within.

Before me,

A Commissioner for taking Declarations and Affidavits.

Deputy Registrar-General,

EIGHTH SCHEDULE.

NOTIFICATION OF SATISFACTION OF LIEN ON CROP.

To The Registrar-General,
Melbourne.

I, _____ of _____ in the State of Victoria _____ being the grantor in Crop Lien No. _____ of 19 _____ and the Soldier Settlement Commission of the Public Offices, Treasury Gardens, Melbourne, being the grantee in the said lien HEREBY REQUEST that you will enter satisfaction of the same as the moneys due thereunder have been paid.

Dated the _____ day of _____ 19 _____

SIGNED by the said _____ in the presence of:—

The common seal of the Soldier Settlement Commission was hereunto affixed in the presence of—

Chairman or Member.
Secretary.

NINTH SCHEDULE.

SOLDIER SETTLEMENT COMMISSION, VICTORIA.

Land Settlement Act 1959.

BILL OF SALE.

This Indenture made the _____ day of _____ One thousand nine hundred and _____ Between _____

whose place of residence is at _____ in the State of Victoria (hereinafter called "the Mortgagor" which expression shall include his executors administrators and assigns) of the one part and the SOLDIER SETTLEMENT COMMISSION of the said State whose place of business is at the Public Offices, Treasury Gardens, Melbourne, in the said State (hereinafter called "the Mortgagee" which expression shall include its successors and assigns) of the other part

WHEREAS the Mortgagor is possessed of or well entitled to the chattels and effects described or comprised in the Schedule hereunder written or hereunto annexed and which said chattels and effects are now in or upon a certain messuage or tenement belonging to or in the occupation of the Mortgagor situated _____ in the said State of Victoria or are otherwise used or employed by the Mortgagor in or upon such messuage or tenement AND WHEREAS the Mortgagee has pursuant to the *Land Settlement Act 1959* (hereinafter referred to as "the Act") made certain advances under the Act to or for the Mortgagor amounting to the sum of _____ (hereinafter referred to as

"the principal sum") Wherefore it has been agreed by and between the said parties to these presents that the Mortgagor shall make and give to the Mortgagee such security as is hereinafter contained or expressed NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the premises and in consideration of any further sum or sums as the Mortgagee hereafter advances to the Mortgagor (hereinafter called "the further advances") THE Mortgagor doth by these presents bargain sell assign and transfer unto the said Mortgagee ALL and singular the chattels effects and property matters and things whatsoever described or comprised or mentioned or referred to in or by the Schedule hereunder written or hereunto annexed and now standing in or upon the said messuage or tenement or otherwise used or employed by the said Mortgagor in or upon such messuage or tenement And all the right title interest property benefit, claim and demand whatsoever of the Mortgagor in to or upon or in respect of the several chattels effects matters and things hereby assigned or herein comprised or intended so to be and every or any of them respectively Together with full power and authority to the Mortgagee as the attorney or attorneys of the

NINTH SCHEDULE—*continued.*

said Mortgagor to use his name in or concerning any claim demand legal or other proceedings which may be necessary or expedient for the recovering or obtaining possession of the premises or any of them or for otherwise carrying these presents into full effect TO HAVE HOLD RECEIVE TAKE exercise and enjoy the chattels effects authorities matters and things hereby assigned and given or herein comprised or intended so to be unto and by the Mortgagee for its own absolute use and benefit Subject nevertheless to the proviso for redemption hereinafter contained that is to say PROVIDED ALWAYS that if the Mortgagor shall well and truly pay to the Commission on demand the said principal sum of and any further advances that may have been made under the said Act and shall on every first day of the months of and in each year until such demand pay to the Commission interest on the said principal sum and further advances (if any) or on so much thereof as for the time being remains unpaid at the rate of Four pounds per centum per annum computed from the date or the respective dates on which the principal sum or the further advances respectively are advanced and also do and shall well and truly observe and perform all the covenants and agreements herein contained on the part of the Mortgagor to be observed and performed respectively then these presents shall become void and the Mortgagee shall and will at the request and expense of the Mortgagor re-assign unto him the said chattels or sign and deliver to him such memorandum of the payment of moneys hereby secured as he may reasonably require AND the Mortgagor doth hereby for himself his executors administrators and assigns covenant with the Mortgagee that the Mortgagor now hath good right and lawful and absolute authority to assign and transfer the chattels effects and premises hereby assigned or otherwise assured or intended so to be free from all charges and encumbrances AND also that the Mortgagor will not revoke or annul the powers and authorities hereby given to the Mortgagee or any or either of such powers or authorities AND FURTHER that the Mortgagor will well and truly pay or cause to be paid unto the Mortgagee the said principal sum of and interest thereon and the amount of the further advances (if any) and interest thereon hereby respectively secured at the times and in manner mentioned in the proviso for redemption hereinbefore contained AND FURTHER that it shall be lawful for the Mortgagee after default by the Mortgagor in payment of such principal moneys and interest or any part thereof respectively or in the performance or observance of any of the covenants and agreements herein contained on his part to be performed and observed peaceably and quietly to seize take hold and enjoy the several chattels effects matters and things hereby assigned or herein comprised for its own absolute use and benefit without any hindrance or interruption whatsoever And also that the Mortgagor and all persons claiming under or in trust for him or them will from time to time and at all times hereafter during the continuance of this Security and at his own expense upon the request of the Mortgagee do make and execute all such other acts and deeds for better or more satisfactorily assigning or otherwise assuring unto the Mortgagee the chattels effects matters and things hereby assigned or herein comprised or intended so to be and every or any of them respectively and for otherwise giving full effect to this security as by it shall be reasonably required AND FURTHER that the Mortgagor shall during the continuance of this Security preserve and keep the said chattels from destruction and damage and shall not at any time remove the same or any of them from the said messuage or tenement of the Mortgagor to any other place or places without the consent in writing of the Mortgagee AND FURTHER that the Mortgagor will well and truly pay or cause to be paid all rents rates taxes impositions assessments and other charges which may be now or may hereafter become due or payable for or in respect of the same chattels or for or in respect of any land messuages or tenements in or upon which such chattels or any of them may be or have been kept or deposited and will produce and show to the Mortgagee on demand all and every the receipts or receipt for such rent rates taxes impositions assessments or other charges AND ALSO that the Mortgagor shall immediately insure and during the continuance of this security keep constantly insured the said chattels from loss or damage by fire in the name of the said Mortgagee with some insurance office approved by the Mortgagee to their full and insurable value and make due and regular payment of all premiums payable in respect of such insurance AND IT IS HEREBY DECLARED AND AGREED that in case of default by the Mortgagor in payment of any such rent rates taxes impositions assessments or other charges as aforesaid or in the making or continuance of such insurance as aforesaid of which default the non-production of any receipt or policy shall be sufficient evidence it shall be lawful for but not obligatory upon the Mortgagee to make all necessary payments and effect and continue such insurance as aforesaid and the expense of the same respectively shall be a charge upon the said chattels which shall not be redeemed or redeemable until full payment thereof with interest thereon at the rate of Five pounds per centum per annum as well as of the aforesaid principal moneys and interest thereon hereby secured PROVIDED ALWAYS that in case of loss or damage to the said chattels and premises by fire the money to be received by virtue of any such insurance as aforesaid shall be received by the Mortgagee and be either retained by it in or towards payment and satisfaction of the moneys hereby secured or applied in or towards the reparation of the said chattels or the replacement of the same by others as it may think proper And also that it shall be lawful for the Mortgagee at all times and from time to time during the continuance of this security to enter into and upon the land messuages and tenements whereon the chattels hereby assigned or herein comprised or any of them shall be kept or deposited for the purpose of viewing the state and condition thereof PROVIDED ALWAYS AND IT IS HEREBY DECLARED AND AGREED by and between the said parties to these presents that in case default shall be made by the Mortgagor in payment of the principal moneys or interest hereby secured or any part thereof respectively on any of the days or times whereon the same respectively ought to be paid as aforesaid or in the performance or observance of any of the covenants or agreements hereinbefore contained on the part of the Mortgagor to be respectively performed and observed or if he shall become or attempt or threaten to become bankrupt or insolvent or make any assignment of his effects for the benefit of creditors or cause or procure or permit or suffer his estate or effects or any of them to be seized attached sequestrated or taken in execution then and in any such cases the whole of the principal (including further advances) interest and other moneys hereby secured shall forthwith become due payable and recoverable and it shall be lawful for the Mortgagee forthwith without any further consent or concurrence of the Mortgagor to enter in and upon the land messuage or tenement whereon the chattels hereby assigned now are or into or upon any other land messuage or tenement on or in which such chattels or any of the same respectively may be and for that purpose to break open or remove any outer or inner

NINTH SCHEDULE—continued.

gate door fastening or other obstruction without liability to any action of trespass or other proceeding for so doing but with liberty to plead the leave and licence hereby given in bar to any such action or proceedings if any such be brought or instituted and to seize and take possession of all such chattels respectively and thereupon or so soon thereafter as the Mortgagee shall think proper either to remove or carry away such chattels to any other place or places for safety convenience of sale or otherwise or suffer them to remain in the place or places where the same may be found and then to sell and dispose of such chattels or any of them either together or in parcels at such time or times or place or places and either by public auction or private contract or partly by public auction and partly by private contract to any person or persons for such price or prices either for cash or on credit or partly for cash and partly on credit giving such time or times for payment and taking or foregoing any security or securities for the payment of the unpaid purchase money as the Mortgagee may deem proper or expedient with power to it to make any such other terms and conditions in regard to such sale or sales as it may think proper and also to buy in all or any of the said chattels at any such sale or sales by auction and rescind or vary any contract for sale thereof and again to resell or offer for resale the same from time to time without being answerable or accountable for any loss diminution in price costs or expenses to be occasioned by any such actual or attempted resale AND IT IS HEREBY DECLARED AND AGREED that it shall be lawful for the Mortgagee upon or after any such sale as aforesaid to make enter into and sign and execute all such contracts agreements deeds instruments and writings as may be deemed necessary or expedient for the purpose of making and effectuating any such sale and which shall be as binding and conclusive upon and against the Morgagor as if he had joined therein or assented thereto AND ALSO that the receipt or receipts in writing of the Mortgagee for all purchase money or other property which shall be paid or delivered to it under or by virtue of these presents shall be a good and sufficient discharge or good and sufficient discharges to all purchasers or other persons paying or delivering the same and such purchasers or other persons shall not be required to see to the application or be answerable for the misapplication or non-application thereof or be bound or concerned to inquire into the propriety regularity or expediency of any such sale AND IT IS HEREBY DECLARED that the Mortgagee shall stand possessed of the moneys which shall come to its hands by reason of any such sale or sales upon trust in the first place to discharge the costs and expenses incurred or sustained in or about such sale or sales and all other costs charges and expenses incurred or occasioned in or about the execution of the powers and authorities of these presents and then to retain the balance of such moneys or so much thereof as may be necessary in or towards payment and satisfaction of the principal moneys and interest hereby secured and pay the surplus (if any) then remaining to the Mortgagor.

The parties hereto hereby direct that the address to which notices of any caveat which may be entered against the filing of this Bill of Sale may be posted to the said Mortgagor is care of The Secretary, Soldier Settlement Commission, Public Offices, Treasury Gardens, Melbourne.

THE SCHEDULE HEREINBEFORE REFERRED TO.

IN WITNESS whereof the said parties to these presents have hereunto set their hands and seals the day and year first before written

SIGNED SEALED AND DELIVERED by the }
said }
(Witness signs here) in the presence of } (Mortgagor signs here)

DATED 19 In the matter of the }
 Instruments Act }

I, of }
 to in the State of Victoria, }
 make oath and say }

SOLDIER SETTLEMENT COMMISSION
Under the Land Settlement Act 1959

1. That the within printed and written paper is a Conditional Bill of Sale together with every Schedule or Inventory thereto annexed or therein referred to, and an attestation of the execution thereof.

2. That the said Bill of Sale was made and given on the day it bears date, namely, the day of One thousand nine hundred and

3. That I was present and did see the party in the said Bill of Sale mentioned, and whose name is signed thereto, sign and execute the same at on the said day of One thousand nine hundred and aforesaid, at o'clock in the noon of that day and that the said of the said Bill of Sale resided at and still resides at at the time of the execution by of the said Bill of Sale resided at and still resides at aforesaid, and was then and still is

Conditional
BILL OF SALE.

4. That my name is and my usual signature is set and subscribed as the Witness attesting the execution of the said Bill of Sale and is of my proper handwriting, and that I reside at and am by occupation a

Filed in the Office of the Registrar-General of the State of Victoria, at Melbourne, this day of in the year of our Lord one thousand nine hundred and at the hour of o'clock in the noon.

Sworn at in the State of Victoria this day of One thousand nine hundred and Before me

DEPUTY REGISTRAR-GENERAL.

A Commissioner under the Evidence Act 1958, for taking Declarations and Affidavits.

TENTH SCHEDULE.
SATISFACTION PIECE.

Satisfaction is hereby acknowledged by the Soldier Settlement Commission of the Public Offices, Treasury Gardens, Melbourne, of a Bill of Sale dated the day of 19 and made between of the one part and the Soldier Settlement Commission of the other part and numbered in the Office of the Registrar-General.

Dated the day of 19 .

THE COMMON SEAL of the SOLDIER SETTLEMENT COMMISSION was hereunto affixed in the presence of—

Chairman
or
Member.
Secretary.

ELEVENTH SCHEDULE.
SOLDIER SETTLEMENT COMMISSION, VICTORIA.

Land Settlement Act 1959.

STOCK MORTGAGE.

This Indenture made the day of One thousand nine hundred and BETWEEN

(hereinafter designated "the Mortgagor" which expression shall include his executors administrators and assigns) of the one part and the SOLDIER SETTLEMENT COMMISSION of the Public Offices, Treasury Gardens, Melbourne (hereinafter designated "the Commission" which expression shall include its assigns) of the other part WITNESSETH that in consideration of the sum of (hereinafter referred to as "the principal sum") lent advanced and paid by the Commission to the Mortgagor under the *Land Settlement Act 1959* (hereinafter referred to as "the said Act") the receipt of which said principal sum the Mortgagor doth hereby acknowledge and in consideration of such further sum or sums (if any) as the Commission hereafter advances under the said Act to the Mortgagor upon the security of this Mortgage (hereinafter called "the further advances") the Mortgagor as beneficial owner doth by these presents bargain sell assign and transfer unto the Commission and its assigns ALL AND SINGULAR the live stock of the Mortgagor particularly mentioned described or set forth in the Schedule hereunder written and being the live stock now depasturing upon lands in the lawful occupation of the Mortgagor particularly mentioned or referred to in the said schedule Together with the present and future progeny and increase of the said live stock and also all other live stock of the Mortgagor which shall or may at any time and from time to time during the continuance of this security be depasturing upon the said lands whether in addition to or in substitution for all or any of the said live stock comprised in the said schedule AND ALL the right title and interest of the Mortgagor of in and to the premises TO HAVE HOLD RECEIVE AND TAKE the said live stock and premises unto and by the Commission and its assigns absolutely SUBJECT NEVERTHELESS to the proviso for redemption hereinafter contained PROVIDED ALWAYS that these presents are upon the express condition that if the Mortgagor shall well and truly pay to the Commission on demand the said principal sum of and any further advances that may have been made under the said Act and shall on every first day of the months of and in each year until such demand pay to the Commission interest on the said principal sum and further advances (if any) or on so much thereof as for the time being remains unpaid at the rate of Four pounds per centum per annum computed from the date or the respective dates on which the principal sum or the further advances respectively are advanced and shall also duly pay to the Commission all other moneys (if any) for which the Mortgagor may become liable to the Commission under or by virtue of any of the provisions and covenants hereinafter contained and shall also duly observe and perform all and every the covenants and conditions hereinafter contained then and in such case these presents and everything herein contained shall cease and be void and thereupon the Commission shall and will at the request and cost of the Mortgagor sign and give such receipt or memorandum of satisfaction of the moneys hereby secured as shall be reasonable and proper PROVIDED ALSO and it is hereby agreed and declared that if default shall be made in payment by the Mortgagor of the said principal sum of and of any further advances or other moneys due owing or payable as aforesaid or the interest thereon or of any part thereof respectively as aforesaid on the days and at the times appointed for payment thereof respectively or in case the Mortgagor shall commit a breach of any or either of the covenants hereinafter contained and on his part to be observed and performed or in case the Mortgagor shall become bankrupt or insolvent or shall assign his estate and effects for the benefit of his creditors or have any execution issued out of any Court against his estate or effects then and in either of the said cases it shall be lawful for the Commission or its servants or agents immediately thereupon or at any time or times thereafter without any further consent or privity of the Mortgagor to enter into and upon any farm lands station run and premises wherein the said live stock issue and premises or any of them respectively shall be depasturing and to take possession of and if necessary to remove the same and then or at any future

ELEVENTH SCHEDULE—*continued.*

DATED 19 DATED 19

Soldier Settlement Commission
to

to
Soldier Settlement Commission

DISCHARGE OF MORTGAGE
OF
LIVE STOCK

Under the *Land Settlement Act 1959*
MORTGAGE
OF
LIVE STOCK

Received into the Office of the Registrar-General of the State of Victoria at Melbourne the day of 19 at

Received into the Office of the Registrar-General of the State of Victoria at Melbourne the day of 19 at

o'clock in the noon a memorial of the within discharge numbered (No. 19) and verified by of Soldier Settlement Commission, Melbourne, in the said State, Clerk.

o'clock in the noon a memorial of the within document numbered (No. 19) and verified by of Soldier Settlement Commission, Melbourne, in the said State, Clerk.

DEPUTY REGISTRAR-GENERAL.

DEPUTY REGISTRAR-GENERAL.
Soldier Settlement Commission,
Melbourne.

TWELFTH SCHEDULE.

DISCHARGE OF STOCK MORTGAGE.

THE SOLDIER SETTLEMENT COMMISSION being the Mortgagee under the Stock Mortgage within registered in the Office of the Registrar-General No. 19 DOTH HEREBY ACKNOWLEDGE the receipt of all principal interest and other moneys due and secured under or by virtue of the said mortgage and DOTH HEREBY DISCHARGE the within-named

executors administrators and assigns and also the stock described or referred to within from the whole of the principal interest and other moneys secured or intended to be secured thereby and from all actions suits claims and demands whatsoever thereunder.

DATED the day of 19

THE COMMON SEAL of the SOLDIER SETTLEMENT COMMISSION was hereunto affixed in the presence of

Chairman or Member.
Secretary.

THIRTEENTH SCHEDULE.

LIEN ON WOOL.

I, of in the State of Victoria in consideration of the sum of £ bona fide value which I admit to have received in money and chattels from the Soldier Settlement Commission (hereinafter called "the Commission") under the provisions of the *Land Settlement Act 1959* and of any further advances which may from time to time be made by the Commission under the said Act, do hereby give the Commission a preferable lien (to the extent of the sum of £ and of any such further advance or advances and the interest hereinafter mentioned) on the wool of the ensuing clip to be shorn from my flock of sheep consisting in number of or thereabouts and now depasturing at in Victoria under my superintendence IT IS AGREED that the Commission shall be entitled to interest on the said sum of £ and on any further advance or advances which may be made as aforesaid at the rate of Four pounds per centum per annum AND IT IS FURTHER AGREED that the said sheep shall be shorn by me or at my expense and that the wool thereof shall be delivered at jointly in the names of the Commission and myself and that the Commission may sell the said wool so delivered and retain the expenses of sale and the moneys due to it on this security from the proceeds of the sale.

Dated the day of 19

Signature

Witness
Address

ELEVENTH SCHEDULE—continued.

time or times to sell and dispose of the same by public auction or private contract at such place or places and in such lots and upon and under such terms and conditions and generally in such manner in all respects as the Commission shall deem most advantageous with power to allow any time or times for the payment of the whole or any part of the purchase money and either with or without taking any security for the same and to buy in or rescind or vary the terms of any contract for sale of the said premises and to re-sell the said live stock or any part thereof by any of the means aforesaid without being answerable or accountable for any loss or deficiency which may be occasioned by a re-sale AND ALSO with power to execute do and perform all such assignments deliveries acts matters and things for effectuating any such sale or sales as may be necessary or proper AND IT IS HEREBY AGREED BY AND BETWEEN the said parties and the Mortgagor doth hereby declare and direct that the Commission shall hold and be possessed of the moneys to arise from such sale or sales as aforesaid UPON TRUST thereout in the first place to pay deduct and satisfy the costs and expenses of making and carrying into effect such sale or sales and incidental thereto including the costs and expenses which shall be incurred in and about seizing taking possession mustering removal care feeding management and sale of the said live stock issue and premises respectively and all other costs and expenses incidental to the execution of the powers herein contained or which shall be occasioned by the non-payment of all or any part of the moneys hereby secured And in the next place to pay retain and satisfy the said principal sum of and the further advances (if any) and all other moneys which may be due owing or payable by the Mortgagor to the Commission and all costs charges and expenses which shall have been incurred by reason of the non-payment thereof or any part thereof together with interest thereon respectively at the rate aforesaid and subject to the several payments and deductions aforesaid to pay the residue or surplus (if any) of the said sale moneys unto the Mortgagor PROVIDED ALWAYS and it is hereby further agreed and declared by and between the said parties hereto that the Commission shall be accountable for and chargeable with only so much of the purchase money as it shall actually receive and from the time of such receipt (notwithstanding that it may have delivered the stock sold to the purchaser and taken a mortgage to secure so much of the purchase money as shall not be actually paid) and that the Mortgagor shall still remain liable for the moneys hereby secured over and above the amount which is actually received by the Commission in cash on any such sale as aforesaid and that the receipt or receipts of the Commission or its agent for the moneys to arise from such sale or sales or for any other moneys payable by virtue of these presents shall effectually discharge the purchaser or purchasers or other the person or persons paying the same therefrom and no person or persons taking such receipt shall be obliged to see to the application of the moneys therein expressed to have been received nor be answerable or accountable for the loss misapplication or non-application thereof nor be bound to inquire whether such default as aforesaid shall have been made or otherwise into the regularity of any such sale or sales And the Mortgagor for himself his executors and administrators doth hereby covenant with the Commission and its assigns in manner following (that is to say) That the Mortgagor shall and will well and truly pay or cause to be paid on the respective days appointed for payment thereof to the Commission the said principal sum of and the further advances (if any) together with interest thereon respectively in the meantime and so long as any moneys shall remain due on the security hereof at the rate and times aforesaid And that the Mortgagor will brand or mark the said live stock hereby assigned and the increase and progeny thereof with some brand or mark or other distinguishing mark different from the brand or mark of any other live stock so that the live stock issue and increase hereby assigned or intended so to be may be easily identified And the Mortgagor doth hereby give and grant to the Commission full liberty licence and authority at any time during the continuance of this security to enter into and upon the said farm lands station run or premises wherein or whereon the said stock for the time being be depasturing to view and inspect the same And for the better enabling the Commission in such inspection will on receiving seven days previous notice in writing from the Commission so to do muster the said stock in some convenient place on the said farm lands station run or premises.

In Witness whereof the Mortgagor hath hereunto set his hand and seal and the Commission hath hereunto set its Common Seal.

THE SCHEDULE HEREINBEFORE REFERRED TO.

ALL those head of sheep more or less of mixed ages and both sexes with or without brands.

ALSO ALL those head of cattle more or less of mixed ages and both sexes with or without brands all of which said are at present depasturing on the farm of the Mortgagor being

Lot or Crown Allotment Estate or Section

Parish of

under his personal care and supervision Also all other and other live stock in upon about or running or depasturing on or that may be brought upon the said land belonging to or held by the said Mortgagor or that may now or hereafter be in transit thereto.

SIGNED SEALED AND DELIVERED by the said Mortgagor in the State of Victoria in the presence of—

THE COMMON SEAL of the SOLDIER SETTLEMENT COMMISSION was hereunto affixed in the presence of—

Chairman

or

Member.

Secretary.

Dated 19 THIRTEENTH SCHEDULE—continued.

TO
SOLDIER SETTLEMENT COMMISSION
LIEN ON WOOL

Received into the Office of the Registrar-General of the State of Victoria, at Melbourne, this day of 19 at o'clock in the noon, the within true copy of the original Lien on Wool numbered and verified as within.

I, of the Soldier Settlement Commission, Melbourne, in the State of Victoria, Clerk, make oath and say that the within is a true copy of the original Lien on Wool, of which it purports to be a copy.

Sworn at Melbourne, in the State of Victoria, this day of 19

Before me,

A Commissioner for taking Declarations and Affidavits.

Deputy Registrar-General.

FOURTEENTH SCHEDULE.

NOTIFICATION OF SATISFACTION OF LIEN ON WOOL.

To The Registrar-General, Melbourne.

I, of in the State of Victoria, No. of 19 and the SOLDIER SETTLEMENT COMMISSION of the Public Offices, Treasury Gardens, Melbourne being the grantee in the said lien HEREBY REQUEST that you will enter satisfaction of the same as the moneys due thereunder have been paid.

Dated the day of 19

SIGNED by the said in the presence of--

The Common Seal of the SOLDIER SETTLEMENT COMMISSION was hereunto affixed in the presence of--

Chairman or Member. Secretary.

FIFTEENTH SCHEDULE.

ASSIGNMENT OF THE PROCEEDS OF THE SALE OF CERTAIN PRODUCE OF A FARM.

To— THE SOLDIER SETTLEMENT COMMISSION, MELBOURNE.

In order to secure the repayment of the sum of (£ : :)

this day advanced to me by the Soldier Settlement Commission under the Land Settlement Act 1959 (the receipt of which sum I hereby acknowledge) and any further advances made to me by the Soldier Settlement Commission under the said Act and the payment of interest on the said sum and the said further advances, I

of in the State of Victoria as beneficial owner and for the purposes of the said Act HEREBY ASSIGN unto the Soldier Settlement Commission ALL moneys due and owing to me in respect of the sale of all the produce as follows:— (whether such produce is now in existence or comes into existence within the period hereinafter specified) produced on my farm situate at from the date hereof until the repayment of the said sum and further advances (if any) and interest TO HOLD the same unto the Soldier Settlement Commission absolutely.

Dated the day of One thousand nine hundred and

SIGNED by the said

in the presence of

WITNESS

SIXTEENTH SCHEDULE.
INSURANCE PROPOSAL.

No.

To the Secretary,
Soldier Settlement Commission,
Public Offices, Melbourne.

Date

19

PROPOSAL TO INSURE UNDER THE LAND SETTLEMENT INSURANCE FUND THE PROPERTY HEREIN DESCRIBED ON LAND HELD PURSUANT TO THE LAND SETTLEMENT ACT 1959, OR IN RESPECT OF WHICH AN ADVANCE HAS BEEN MADE UNDER THE SAID ACT.

Lot or allot.	Sec.	Estate or Parish	Building No. 1. (Including any tanks and tankstands attached.)	Building No. 2.	Building No. 3.
<p>Questions.</p> <p>For what purpose is building used, and by whom?</p> <p>Distance from other buildings</p> <p>Materials used in construction of—</p> <p>Floor</p> <p>Walls { Outside</p> <p> { Inside</p> <p>Partitions</p> <p>Ceilings</p> <p>Roof</p> <p>Fireplaces and Chimneys</p> <p>Heating: If any heating apparatus other than the ordinary freestone set in brick or stone fireplace is used, describe same.</p> <p>Are there any hazardous goods stored on the premises such as: inflammable spirits or oils, turpentine, tallow, hay, straw, hemp, &c.?</p> <p>Have you ever been a claimant under a Fire Insurance Policy? If so, give particulars ..</p> <p>What other insurances (if any) are on the Property?</p> <p>Has the risk been declined or cancelled by any other office? If so, give full particulars ..</p> <p>Amount of Insurance</p>			No. 1, £	No. 2, £	No. 3, £
<p>Tanks and Tankstands (other than those at buildings) and Windmills. State Description and amount of cover.</p>					
<p>Fences— (For fire only) Type— Total length Amount of Insurance £ Length of time Fences erected</p>					
<p>Name in full of Person in whose Name Policy is to issue:</p>					

I HEREBY apply to have the property hereinbefore described insured for the amount mentioned for each separate risk, or such other amount as the Soldier Settlement Commission may determine, and I agree that the proposal is subject to the terms and conditions of the Commission's Insurance policy. The description of the property is correctly stated and the questions truly answered.

Signature of Proposer
Address

CONDITIONS OF POLICY.

(1) *Payment of Premiums.*—Premiums shall be due and payable on the first day of the period of insurance specified in the policy and on the first day of every subsequent year for which the policy may be renewed.

(2) *Other Insurances.*—The policy is issued on the assurance that no policy other than the policy allowed by the Commission has been effected on the risk. If any other insurance is effected hereafter on the property the subject of the policy the same must be approved by the Commission in writing, or the person insuring shall not be entitled to any benefit from the insurance with the Commission. Where the Commission has approved of any other insurance it shall not be liable on the policy issued by it to contribute more than its rateable proportion of the loss which the property insured may sustain.

(3) *Risks not Covered.*—The Commission shall not be liable for any loss or damage by fire occasioned by or in consequence of invasion, foreign enemy, insurrection, civil commotion, riot, martial law, military or usurped power, the burning of property by order of any public authority, loss by theft, the fall of any property except caused by fire, storm or tempest, loss or damage to property by heating or drying process, explosion (except by gas where gas is not generated), earthquakes, or other natural convulsions.

(4) *Transfer of Property Insured.*—The policy shall be void if the interest therein shall pass from the person insured to any other person otherwise than by will or operation of law, unless previously approved by the Commission and endorsed on the policy.

(5) *Occurrence of a Fire.*—When loss or damage through fire, storm, or tempest has occurred to the property, persons sustaining such loss or damage must immediately give notice in writing to the Commission and must within fourteen days from such loss or damage submit a claim showing the particulars and value of the property damaged or destroyed, and also what other insurances have been effected, and furnish a statutory declaration that the claim and particulars are true and just in every respect. The insured shall also furnish at his own expense such other evidence as may reasonably be required by the Commission, and unless such condition is strictly complied with the Commission shall not be liable under the policy.

(6) *Salvage.*—When any loss or damage has occurred to the property insured the Commission may without incurring any liability take possession of such property, but in no case shall the property be deemed to be abandoned to the Commission nor shall the Commission be bound to sell or dispose of the same.

SIXTEENTH SCHEDULE—continued.

(7) *Forfeiture.*—Any fraud or attempted fraud by the insured or by anyone acting on his behalf shall nullify all claims on the Commission under the policy.

(8) *Reinstatement.*—In the event of any loss or damage by fire, storm or tempest to the property insured the Commission shall not be liable to expend more on the reinstatement and making good of the property damaged or destroyed than its actual value at the time of the fire, but any sum so expended shall not exceed the amount insured.

(9) *Subrogation of Rights.*—Should the Commission deem it necessary to take action against any other party to en-

force any rights or remedies to which it may now or hereafter be entitled, the insured shall, if required in writing, and at the expense of the Commission, do and agree to do all such acts, matters, and things as may be necessary.

(10) *Waiver.*—No provision in the policy shall be deemed to be waived unless such provision is expressly stated to be waived by an endorsement on the policy.

(11) *Notices.*—Every notice to the Commission required under the policy shall be in writing.

SEVENTEENTH SCHEDULE.

No.	Name			INSURANCE BRANCH
		FOR OFFICE USE ONLY.	Date	ACCEPTANCE FORM
				Land Settlement Act 1959.
Account No.	Amount.	Receipt No.	Date.	Amounts paid at Head Office will be receipted by Cash Register in space opposite. Cheques should be made payable to the Secretary, Soldier Settlement Commission and need not include exchange unless drawn outside Victoria.
RECEIVED AMOUNT printed above.				
Accountant.				

No.	Mr.	Soldier Settlement Commission, Melbourne, / /	
		Lot or Rd Allotment	Estate or Parish
		Section	

In regard to your proposal for insurance, I beg to inform you that the Soldier Settlement Commission has decided to accept same for the amount of £ and the annual premium as specified hereunder. The Policy will bear date and the annual premium thereon will be £ You are requested to pay at once the sum of £ : : .

Dwelling .. .. .	.. .. .	.. .. .	.. .. .	} Against	£	
Outbuildings .. .. .	.. .. .	.. .. .	.. .. .		£
Tanks and tankstands (not attached to buildings) and windmills .. .. .	.. .. .	.. .. .	.. .. .		Storm and	£
Fencing .. .. .	.. .. .	.. .. .	.. .. .		Tempest	£
					Against Fire only	£

TOTAL .. £

Secretary.

THIS NOTICE MUST BE RETURNED WITH THE REMITTANCE.

EIGHTEENTH SCHEDULE.
INSURANCE RATES PER CENTUM.

Nature of Risk.	I.	II.	III.	IV.	V.	VI.	VII.
	Dwelling : Brick, Cement or Iron.	Dwelling : Wood, Plaster-lined.	Dwelling : Wood, Wood-lined.	Dwelling : Wood, Paper and Hessian-lined.	Out-buildings : Brick, Cement or Iron.	Out-buildings : Wood.	Fencing (against fire only).
	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.
Class A ..	2 0	5 0	6 6	..	2 0	6 6	5 0
Class B ..	4 0	8 3	10 3	13 3	5 0	10 6	13 9
Class C ..	5 0	11 3	13 3	13 3	6 0	13 6	13 9

Special rate 15s. 3d.: Brooder houses, tobacco kilns, and straw roof outbuildings.

NINETEENTH SCHEDULE.

INSURANCE RATES PER CENTUM.

Tanks and tankstands (not attached to buildings)—Twenty shillings per centum per annum.

Windmills—Thirty shillings per centum per annum.

Provided that the insurance on tanks and tankstands (other than those attached to buildings) and windmills shall not cover the first Five pounds of damage in any one year occasioned by storm or tempest.

TWENTIETH SCHEDULE.



Policy No.

SOLDIER SETTLEMENT COMMISSION.

FIRE, STORM AND TEMPEST POLICY.

Issued pursuant to and in accordance with the *Land Settlement Act 1959*.

IN CONSIDERATION of the Insured named in the Schedule hereto paying to the SOLDIER SETTLEMENT COMMISSION (hereinafter referred to as "the Commission") the premium mentioned in the said Schedule the Commission agrees, subject to the provisions, terms, and conditions contained herein or endorsed hereon or otherwise expressed herein, that if after payment of the premium and before Four o'clock in the afternoon of the last day of the period of insurance covered by such premium the buildings, tanks, tankstands, windmills, structures and/or fences or any part thereof described in the said Schedule be damaged or destroyed by fire, and/or storm and tempest, the amount payable to the Insured representing the value of the buildings, tanks, tankstands, windmills, structures and/or fences so damaged or destroyed shall be applied—

- (a) to the reinstatement of the buildings, tanks, tankstands, windmills, structures and/or fences so damaged or destroyed; or
- (b) where in the opinion of the Commission it is not desirable or expedient to reinstate such buildings, tanks, tankstands, windmills, structures and/or fences—
 - (i) in liquidation or reduction of the outstanding liability of the settler or purchaser to the Commission and paid into the State Loans Repayment Fund in reduction of the capital loan liability of the Commission; and
 - (ii) if the liquidation of such liability does not exhaust the whole of the amount payable as aforesaid, to payment of the balance thereof to such settler or purchaser.

PROVIDED that the liability of the Commission shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total sum insured thereby, or such other sum or sums as may be substituted therefor by memorandum hereon or attached hereto signed on behalf of the Commission.

PROVIDED further that in the event of the damage or destruction of any buildings, tanks, tankstands, windmills, structures and/or fences hereby insured the amount payable to the Insured hereunder shall not exceed such sum (within the amount insured) as is or would be necessary to reinstate such buildings, tanks, tankstands, windmills, structures and/or fences.

PROVIDED further that the insurance on tanks and tankstands (other than those attached to buildings) and windmills shall not cover the first Five pounds of damage in any one year occasioned by storm or tempest.

It is hereby declared that notwithstanding anything to the contrary hereinbefore appearing, this insurance covers loss or damage by FIRE only to any FENCING hereby insured.

Schedule Referred To Herein.

Name of the Insured	
Amount Insured £	Premium
From	To
Description of Property Insured:—	

SIGNED on behalf of the SOLDIER SETTLEMENT COMMISSION, at Melbourne,
in the State of Victoria, this day of
One thousand nine hundred and

Secretary.

TWENTIETH SCHEDULE—*continued*.
SOLDIER SETTLEMENT COMMISSION.

FIRE, STORM AND TEMPEST
POLICY.

Policy No.
Name of the Insured
Amount Insured f
Premium
Period of Insurance—
From
To

CONDITIONS REFERRED TO IN WITHIN POLICY.

(1) *Payment of Premiums.*—Premiums shall be due and payable on the first day of the period of insurance specified in the policy and on the first day of every subsequent year for which the policy may be renewed.

(2) *Other Insurances.*—This policy is issued on the assurance that no policy other than any policy allowed by the Commission has been effected on the risk. If any other insurance is effected hereafter on the property the subject of the policy the same must be approved by the Commission in writing, or the person insuring shall not be entitled to any benefit from the insurance with the Commission. Where the Commission has approved of any other insurance it shall not be liable on the policy issued by it to contribute more than its rateable proportion of the loss which the property insured may sustain.

(3) *Risks not Covered.*—The Commission shall not be liable for any loss or damage by fire occasioned by or in consequence of invasion, foreign enemy, insurrection, civil commotion, riot, martial law, military or usurped power, the burning of property by order of any public authority, loss by theft, the fall of any property except caused by fire, storm or tempest, loss or damage to property by heating or drying process, explosion (except by gas where gas is not generated), earthquakes, or other natural convulsions.

(4) *Transfer of Property Insured.*—The policy shall be void if the interest therein shall pass from the person insured to any other person otherwise than by will or operation of law, unless previously approved by the Commission and endorsed on the policy.

(5) *Occurrence of a Fire.*—When loss or damage through fire, storm, or tempest has occurred to the property, persons sustaining such loss or damage must immediately give notice in writing to the Commission and must within fourteen days from such loss or damage submit a claim showing the particulars and

value of the property damaged or destroyed, and also what other insurances have been effected, and furnish a statutory declaration that the claim and particulars are true and just in every respect. The Insured shall also furnish at his own expense such other evidence as may reasonably be required by the Commission, and unless such condition is strictly complied with the Commission shall not be liable under the policy.

(6) *Salvage.*—When any loss or damage has occurred to the property insured the Commission may without incurring any liability take possession of such property, but in no case shall the property be deemed to be abandoned to the Commission nor shall the Commission be bound to sell or dispose of the same.

(7) *Forfeiture.*—Any fraud or attempted fraud by the insured or by anyone acting on his behalf shall nullify all claims on the Commission under the policy.

(8) *Reinstatement.*—In the event of any loss or damage by fire, storm or tempest to the property insured the Commission shall not be liable to expend more on the reinstatement and making good of the property damaged or destroyed than its actual value at the time of the fire, or storm or tempest, but any sum so expended shall not exceed the amount insured.

(9) *Subrogation of Rights.*—Should the Commission deem it necessary to take action against any other party to enforce any rights or remedies to which it may now or hereafter be entitled, the insured shall, if required in writing, and at the expense of the Commission, do and agree to do all such acts, matters, and things as may be necessary.

(10) *Waiver.*—No provision in the policy shall be deemed to be waived unless such provision is expressly stated to be waived by an endorsement on the policy.

(11) *Notices.*—Every notice to the Commission required under the policy shall be in writing.

And the Honorable Keith Hector Turnbull, Her Majesty's Minister of Soldier Settlement for the State of Victoria, shall give the necessary directions herein accordingly.

N. G. WISHART,
Acting Clerk of the Executive Council.