

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 the same if required for any public purposes roads railways canals reservoirs or for mining purposes AND FURTHER that in the event of such entry the lessee his executors administrators and assigns or any mortgagee 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-erecting 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 and the portion of principal repaid 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.

20. That these presents are upon this condition that the demand for or acceptance of any instalment of purchase money or interest by or on behalf of the Board subsequently to a breach of any covenant or condition of this lease (whether such instalment shall have become due before or after such breach) shall not be deemed a waiver of such breach notwithstanding that the Board or the person receiving such instalment had knowledge of such breach.

21. That these presents are upon this further condition that if and whenever any instalment covenanted to be paid hereunder shall be in arrear whether the same shall have been legally demanded or not or if and whenever there shall be a breach of any of the covenants conditions 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 hereinafter 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 agent or officer 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 PROVIDED nevertheless that a forfeiture for non-payment of any half-yearly instalment may be prevented at the discretion of the Board by the payment of a fine at the rate of Five pounds per centum per annum PROVIDED further that no forfeiture shall operate to extinguish any debt to the Crown in respect of such instalment If the lessee is unable at the end of any half-year to pay his instalments the Board may if the lessee has complied with the conditions of these presents suspend payment of such instalments as will not exceed One hundred per centum of the value of the improvements effected on the land over and above any incumbrance thereon and allow him to pay the arrears of instalments and interest thereon in one amount or spread over a definite time or may extend the lease for a corresponding time.

22. That these presents are upon this further 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.

23. That these presents are upon this further condition that if it is proved to the satisfaction of the Board that the lessee has committed a breach of or has not complied with any of the provisions of the Closer Settlement Acts applicable to the case or of any condition of this lease or that owing to ill-health the lessee is unable to reside on the land hereby demised or that for any other reason it is expedient so to do the Board may cause the said allotment to be put up for sale by auction.

24. That these presents are upon this further condition that at any time after the expiration of the first twelve 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 and that the full purchase money for the land and for any improvements has been paid 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 The amount to be paid by the lessee who is not in arrear with his half-yearly instalments and who at the end of any half-year desires to acquire the fee-simple of the land hereby demised after the expiration of twelve years but before the expiration of this lease shall be an amount equal to the balance of the principal together with an amount representing the premium (if any) at which stock or debentures may be re-purchased on such date of payment of the balance of purchase money.

In Witness whereof His Excellency Colonel the Right Honorable GEORGE EDWARD JOHN MOWBRAY, Earl of Stradbroke, Knight Commander of the Most Distinguished Order of Saint Michael and Saint George, Companion of the Most Honorable Order of the Bath, Commander of the Royal Victorian Order, Commander of the Most Excellent Order of the British Empire, Aide-de-Camp to His Majesty the King, Governor of the State of Victoria and its Dependencies, hath on behalf of

His Majesty the King caused this demise to be sealed with the seal of the said State on the twenty-fifth day of March 1924 and the Closer Settlement Board hath hereunto affixed its common seal and the lessee hath hereunto set his hand and seal.

SCHEDULE HEREINBEFORE REFERRED TO.

*Stradbroke*

The Common Seal of the Closer Settlement Board was hereunto affixed the Sixteenth day of April in the year of our Lord One thousand nine hundred and twenty-four in the presence of—

(L.S.)

*M. J. Lour* Chairman.  
*Ans. Butler* Secretary.

Signed Sealed and Delivered by the above-named *Frank Moore* *Dale* in the presence of—

*R. L. Hutton*

*F. M. Hale*

interest of the lessee in the said allotment to be put up for sale by auction and transfer the lease to the purchaser who must be a qualified person under the Closer Settlement Acts of such interest or may cause the said allotment to be forfeited and put up for sale by auction on such terms and conditions as the Governor in Council and

registered on

1st November 1942 and numbered 499138

Assistant Registrar of Titles

THIS LEASE

**CANCELLED**

PURSUANT TO ACT NO. 4597

CROWN LEASE

VOL. 1165 FOL. 232859

HAVING BEEN ISSUED IN

SUBSTITUTION THEREFOR

CORR. NO. 42156 DATED 5 JAN 1942

*Franklin*  
ASSISTANT REGISTRAR OF TITLES

lease lodged by lessor

20927  
Land

# MELBOURNE

No. 1 4776

Discharged Soldiers' Settlement Act 1917.

86. 6

D.S.L 1942.

(CLOSER SETTLEMENT ACTS 1915.)

DISCHARGED SOLDIERS'

ADVANCE.

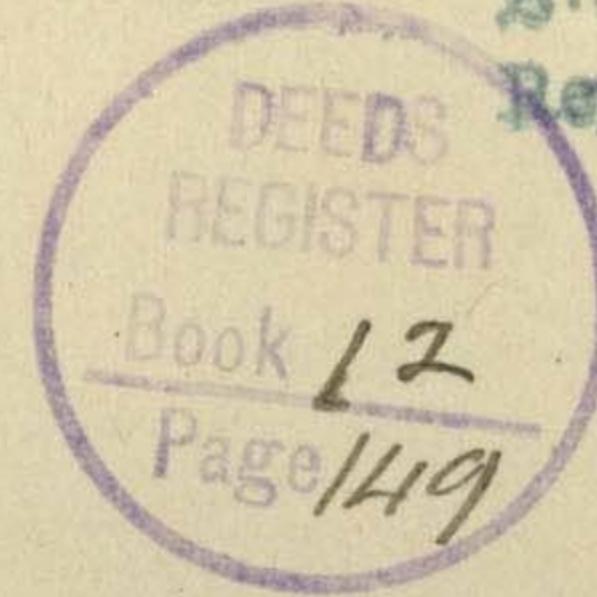
CONDITIONAL PURCHASE LEASE.

Farm ALLOTMENT. D

Recommended

J.W. Whitchurch

Special Condition: 50 feet.



409.9.7 advanced for Improvement  
Repayable in 20 years by 1/2-yearly instalments  
Officer-in-Charge  
29/4/24

Name

Frank Moore

MOORE

Date LEASE SENT

Address

Baldernade.

FOR EXECUTION.

Occupation

Farmer

Baldernade  
Lessee advised  
J. W. Whitchurch

Date of Lease

11. 4. 21

Term

38 1/2 years. 2 years free

Purchase Money .. £ 2440. : s. : d. Rate of Interest .. 5 per cent.

Adjustment Amount } £ : : s. : d.  
(if any) } £ : : s. : d.

Soldiers' Securities  
Register No. 10198

Balance of Purchase Money } £ 2440. : s. : d. Balance of Purchase Money } £ 5311. : 16s. 1d.  
with interest added } 13.12.22

in 72 instalments of £ 73 : 4 s. : d. and a final instalment of £ 41 : 8s. 1d.

First instalment due 11. 10. 23

Payable at

Allotment

15

Section

C

Parish

Galloway

County

Mornington

Area

59 ac.

3 r. 37

p. more or less.

Lease examined

K. Gadd

Date 3 / 12 / 23

Approved by Gov. in Cl.

25.3.24

Ex. Cl. No. 24238

Gaz. 2. 4. 24 Page 1526.

Charted

March 20/1/22 O.P.

Y22 T01

L.P.

C848

Advance D.S.S. Acts  
Lease required after Registration

18533.  
S.V. held on  
W.S.L. file  
13/12/22

Litho within

11-4-25

Jan 1924

LANG LANG.  
21/10/37.

Mr. Don Sutherland,  
Closer Settlement Commission,  
MELBOURNE.

Dear Sir,

re Cole's Block - Caldermeade.

My lease of this block terminates on 20th November, which means that under present arrangements I have only a few weeks in hand, and for the reason of knowing how to stock or work the place I would be pleased to receive any information concerning the intentions of the Commission in regard to this place after 20/11/37, especially as some months ago I made application for same as additional area.

Since making this application, I have not written to the Commission re this block, as I have been expecting to receive some information from them.

If you are able to glean any information re the above, I would be pleased to receive same; or you may be able to direct attention of the Commission to this matter.

Incidentally I may mention that although I have not yet made full payment of assessment to 30/6/37, I am quite able to make payment in the next few weeks, and I have no doubts concerning my ability to meet financial obligations should the Commission grant this place as additional area.

Yours faithfully,

(Sgd.) F. M. DALE.

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Mr. Smart:- Recommend that case be referred to Subdivisional Committee, as there are other applicants. Kindly advise Dale.

(Sgd.) D. SUTHERLAND.

23/10/37.

FACING FOR

CLOSER SETTLEMENT LEASE

MELBOURNE

District

301

No.

12

Recommended

20.10.41

Depth limit 50 feet

Special condition:—

Road Easement 25 links wide

Diagram coloured yellow and red. Subject as to the land coloured red to a Right of carriage-way in favour of the owner or occupier for the time being of Allotment 18B adjoining

INWARDS REGISTER
Book 20
Page 157
Page 156

LEASE REGISTER
Book 20
Page 111

ENCUMBRANCES TO BE ENDORSED.

Nil

Lease for Allot 15 attached  
No prior title for Allot 18A

Lease in duplicate to Reg. of Titles for Registration

2 JAN 1942

Date

Lease

20.10.41

## GRANT FACING.

Melbourne District. <sup>XMD</sup>

	£ s. d.
Purchase Money ...	<u>1825: 1: 3</u> ✓
Amount Paid ...	<u>1730: 4: 7</u>
Balance of Purchase Money	<u>94: 16: 8</u> ✓
Interest ...	: : :
Plan or Certificate Fee	: : :
Grant Fee ...	<u>2: -: -</u> ✓
Assurance Fund ...	<u>3: 16: 1</u> ✓
Total ...	<u>£ 100: 12: 9</u> ✓

Corr. No. 301/12

Engrossment Register.	DEEDS BRANCH RECORDS.	Grant Register.
71		Book <u>43</u> Page <u>62</u>

GRANT SENT TO OFFICE OF TITLES.

Date 23 JUL 1947Officer W.H.Date paid 29/11/46

Final rent paid on (date)

Scheduled (date) 4/12/46 Purchase Money } and Advances } Paid in full.LEASE OR CERT. OF TITLE LODGED BY LeaseeCertified Mr. R. S. Bent  
Checked J. Mackie 7/12/46Name of Grantee Frank Moore DaleAddress BaldermeadeOccupation, &c. FarmerLEASEHOLD TITLE  
SEARCHED.

No dealings.

23/12/47Purchase Money (consideration) £1825. 1. 3.Classification — Depth limit 50 feetReservation of Petroleum and rights of access for same.Special Condition Road easement 25 links wideArea 95 acres 1 rood 25 perchesAllotments 15 and 18 A.Section C Township ofParish YallockCounty MorningtonDate of Grant 13.12.1946and red Subject as to the land colored red to a Right of Carriage-way in favor of the owner or occupier for the time being of Allotment 18<sup>B</sup> adjoining.no other subject23/12/47

38

40

38

32

14.815<sup>11</sup>Charted. L.P. No. 139 O.P. No. Y22<sup>(4)</sup>

Plan and Field-notes detached.

Certified Plan Y22 Diagram from Litho and Print

No. ....

Draughtsman W.R. Barnes Date 6/12/47