

The Territory for the Seat of Government.

The Leases Ordinance 1918-1919. (Form No. 3.)

Lease granted pursuant to the Leases Ordinance 1918-1919 and the Leases Regulations 1919 thereunder on the *fifteenth* day of *March* One thousand nine hundred and *twenty two* - WHEREBY THE COMMONWEALTH OF AUSTRALIA (hereinafter called the "Lessor") lets and *Maurice Alfred Fergusson* of *Dora Creek in the State of New South Wales* (hereinafter called the "Lessee") takes all that piece or parcel of land situate in the District of *Belconnen* in the Territory for the Seat of Government containing an area of *682* acres and being the land shown approximately edged red on the plan annexed hereto for the term of *five* years commencing on the *tenth* day of *November* One thousand nine hundred and *twenty*.

2. The Lessee agrees with the Lessor as follows:—

- (a) To pay to the Minister or such person as may be authorized by the Minister for that purpose during the continuance of the tenancy ~~(except as hereinafter provided in sub-clause 4 (g))~~ an annual rental of *One hundred and fiftysix* pounds *five* shillings and *ten* pence (and proportionately in respect of any fraction of a year) payable without deduction quarterly in advance on the *tenth* days of *November February May & August* in every year the first of such payments to be made on or before the execution hereof and also to pay to the Minister or such person aforesaid as an additional rent a sum at the rate of Ten per centum per annum on any of the said quarterly payments which may remain unpaid thirty days after the day appointed for payment thereof computed from the expiration of the said thirty days to the date upon which such quarterly payment is made such additional rent to be added to and paid with such quarterly payment.
- (b) To pay all taxes assessments and outgoings of every kind payable in respect of the said land., *excepting rates levied under the Rates Ordinance 1911-1920.*
- (c) During the tenancy to keep and upon the determination of the tenancy to yield up all buildings and other improvements (including fences) at present upon the said land in as good repair and condition as the same are now in EXCEPTING ONLY reasonable wear and tear and any damage or destruction caused by fire which the Minister is satisfied has not been contributed to by the negligence of the Lessee or his servants.
- (d) To permit the Lessor by its officers servants agents or workmen to enter upon the said land at all reasonable times and view the state of repair of the said buildings and other improvements.

- (e) At his own expense to repair within one calendar month from the date of notice all wants of repair which upon such views shall be found and for the amendment of which notice in writing by the Lessor shall be served upon the Lessee provided that such notice be in accordance with the above covenant to repair.
- (f) At his own expense during the first _____ twelve months of the said tenancy—
- (i.) to dig out all burrows and destroy all harbor for rabbits and noxious animals on the said land; and
 - (ii.) to destroy all rabbits and noxious animals on the said land; and thereafter at all times during the said tenancy at his own expense—
 - (i.) to keep all burrows dug out and all harbor for rabbits and noxious animals on the said land destroyed; and
 - (ii.) to keep the said land absolutely free from rabbits and noxious animals.
- (g) To fill in all burrows so dug out to the satisfaction of the Minister when so directed.
- (h) At his own expense to destroy forthwith all such noxious weeds and plants upon the said land as the Lessor may by notice in writing from time to time direct.
- (i) At his own expense to ~~destroy within _____ months from the date of the commencement of the tenancy in accordance with the Specifications annexed hereto suckers and seedlings existing on the said land at the date of the commencement of the said tenancy except as otherwise provided in the Schedule annexed hereto and during the remainder of the said tenancy to keep the land absolutely free from suckers and seedlings except as aforesaid.~~
- (j) To furnish such returns or statements regarding the cost of any improvements effected by the Lessee as the Minister may from time to time require.
- (k) To permit the free use other than for travelling stock by the _____ of any existing road or track passing through the said land in the position or positions approximately indicated by dotted line on plan annexed hereto.
- (l) To permit the public the free use for travelling and to travel stock through and over such part of the said land as is approximately indicated by brown band on plan annexed hereto.
- (m) Not to assign sublet or part with the possession of the said land without the previous consent in writing of the Minister first had and obtained.
- (n) Not to cut down fell lop ring-bark or remove any trees or timber growing or standing upon the said land except with the permission in writing of the Minister The Lessee shall however be at liberty to take for his own use any fallen timber lying upon the said land.
- (o) Not to overstock the said land or any portion thereof Provided however that the Minister shall be the sole judge as to whether or not the land is overstocked.

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- (p) If the Lessee neglects or fails to keep the said land free from rabbits and noxious animals to the satisfaction of the Minister or to comply with a notice to destroy rabbits and noxious animals any person authorized by the Minister may enter upon the land and use such means and take such measures and do and perform such acts or things as to him appear proper and necessary to be done to ensure the destruction of all or any rabbits or noxious animals upon the land and shall have free right of ingress, egress, and regress, into over and across the land for such period as may in his opinion be necessary for destroying such rabbits and noxious animals, and the expenses incurred by the Minister in destroying rabbits and noxious animals upon the land shall be recoverable from the Lessee.

3. The Lessor agrees with the Lessee that the Lessee paying the rent and observing and performing the conditions and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the said land without interruption by the Lessor.

- (b) To pay all rates levied in respect of the said land under the Rates Ordinance 1911-1920.

4 It is mutually agreed as follows:—

- (a) That if any rent shall be thirty (30) days in arrear (whether such rent shall be legally demanded or not) or if the Lessee shall omit to observe or perform any of the conditions or stipulations on the part of the Lessee to be observed or performed or if the Lessee shall omit to observe or perform any undertaking given by him or the conditions or terms of any agreement entered into by him for the repayment to the Lessor of any moneys advanced to him by the Lessor for the purpose of making improvements on the said land or fails to pay to the Lessor any moneys under any such undertaking or agreement on the date upon which such payment is due the Lessor may re-enter upon the said land or any part thereof in the name of the whole and the tenancy shall thereupon determine but without prejudice to any claim which the Lessor may have against the Lessee in respect of any breach of the conditions or stipulations on the part of the Lessee to be observed and performed.
- (b) That the Lessor by its officers servants agents or workmen may at any time during the continuance of the tenancy enter upon the said land and make any inspection or survey thereof and may also fell cut down and carry away any trees or timber growing or standing upon the said land.
- (c) That if at any time during the continuance of the tenancy the whole or any portion or portions of the said land shall be required by the Lessor for the purpose of roads or railways or for any other purpose whatsoever

the Lessor may by notice in writing served on the Lessee withdraw the whole or any such portion or portions of the said land from the operation of this Agreement.

- (d) That in the event of the whole or any portion or portions of the said land being withdrawn from this Agreement as in the last preceding sub-clause provided the Lessee shall not be entitled to any compensation in respect of such withdrawal other than in respect of any buildings or other improvements thereon erected or effected by the Lessee with the consent of the Lessor or to any refund of the rent already paid in respect of the quarter then current but a proportionate reduction shall be made in the amount of rent to become due and payable during the continuance of the tenancy after the expiration of the quarter then current.
- (e) That in the event of the withdrawal of the whole or any portion or portions of the said land upon which any buildings or other improvements have been erected or effected by the Lessee as in the last preceding sub-clause mentioned the compensation to be paid to the Lessee shall be a sum representing the fair value of such buildings or other improvements but in no case shall such fair value exceed the actual prime cost to the Lessee of erecting such buildings or effecting such other improvements.
- (f) That all mines metals (including Royal metals) ores of metals minerals (including coal shale and minerals oils) mineral substances (including stone clay gravel and sand) precious stones precious earths together with all incidental rights of mining for working winning excavating digging taking and removing them or any of them or authorizing such mining working winning excavating digging taking or removing shall be reserved to the Lessor and the Lessor may enter or authorize any person to enter upon the said land and mine for work win excavate dig take and remove them or any of them for any purpose whatsoever.
- (g) That at the end of the _____ year of the tenancy the Minister may cause an assessment to be made of the value of the said land and thereafter the annual rental payable under this Agreement shall be such sum as is equal to five per centum per annum on the assessed value of the land including improvements after making allowance for improvements to be made by the Lessee under the lease plus the amount of the rates payable per annum in respect of the land.
- (h) That the Lessee shall not at any time during the tenancy or on the expiration thereof take down remove damage or carry away any fixture erection or other improvement which the Lessee shall or may before or during the tenancy have affixed erected set up or effected to or upon the said land or any part thereof except with the previous consent in writing of the Minister The Lessor shall pay to the Lessee the value of all such fixtures erections and improvements for the taking down removal carrying away or destruction of which the Minister shall have refused his consent such value to be ascertained by agreement or by arbitration in the manner hereinafter provided.
- (i) That if any dispute shall arise under sub-clauses 4 (d), 4 (e), or 4 (h) hereof such dispute shall be referred to two arbitrators one to be chosen by each party and such reference shall be considered a reference to arbitration within the meaning of the laws for the time being in force in the Territory of the Seat of Government relating to arbitration.
- (j) If at the expiration of this lease the Minister shall decide not to re-subdivide the land and that it is not required for any Commonwealth purpose and declare

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it to be available for lease the Lessee shall have the right of renewal for such further term and at such rental as may be provided by the regulations in force at the time ~~If the Minister shall decide to re-subdivide the land the Lessee shall have the right to lease under the regulations then in force any one block which formed part of the land embraced in this lease and which the Minister shall make available for lease.~~

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- (k) That any notice or consent to be given to or served upon the Lessee by the Lessor under this Agreement shall be deemed to have been duly given or served if signed by or on behalf of the Minister and sent in a prepaid registered letter addressed to the Lessee at the usual or last-known address of the Lessee.
- (l) That if the party of the second part shall consist of one person the word "Lessee" and also the word "his" shall where the context so admits or requires be deemed to include the party of the second part and the heirs executors administrators and assigns of such party.
- (m) That if the party of the second part shall consist of two or more persons the word "Lessee" and also the word "his" shall where the context so admits or requires be deemed to include the said persons of the second part and each of them and their and each of their heirs executors administrators and assigns.
- (n) That if the party of the second part shall be a corporation the word "Lessee" and also the word "his" shall where the context so admits or requires be deemed to include such corporation and its successors and assigns.
- (o) The expression "Minister" shall include the Minister of State for Home and Territories of the Commonwealth of Australia or the Member of the Executive Council of the Commonwealth of Australia for the time being performing the duties of the Minister and any person authorized in writing by the Minister to grant leases under the Leases Ordinance 1918-1919.

IN WITNESS whereof the parties hereto have executed these presents the day and year first above written.

SIGNED for and on behalf of the Commonwealth of Australia in the presence of

C. Laverly

(Sig) *J. J. H. Goodwin*
COMMONWEALTH SURVEYOR GENERAL

SIGNED by the Lessee in the presence of

(Sig) *J. A. Leang J. P.*

(Sig) *M. A. Fergusson*

NOTE.—The attention of the Lessee is invited to Section 4A of the Leases Ordinance 1918-1919, which provides as follows:—

- 4A (1) Lessees under this Ordinance shall erect on the boundaries of the land leased such fences as the Minister thinks necessary.
- (2) Lessees of adjoining lands shall contribute in equal proportions to the construction of dividing fences between those lands.
- (3) Upon the failure of any lessee to comply with the requirements of this section within such period as is specified by the Minister by notice in writing served upon the lessee the Minister may determine the lease.

Dated 15th March 1922

I certify that this is a true and correct copy of the Document of Agreement filed in the Attorney-General's Department and numbered 6587...

Claverly
for C^{mt} Surveyor General.
5/4/1922.

THE COMMONWEALTH OF AUSTRALIA

TO

MAURICE ALFRED FERGUSSON.

LEASE

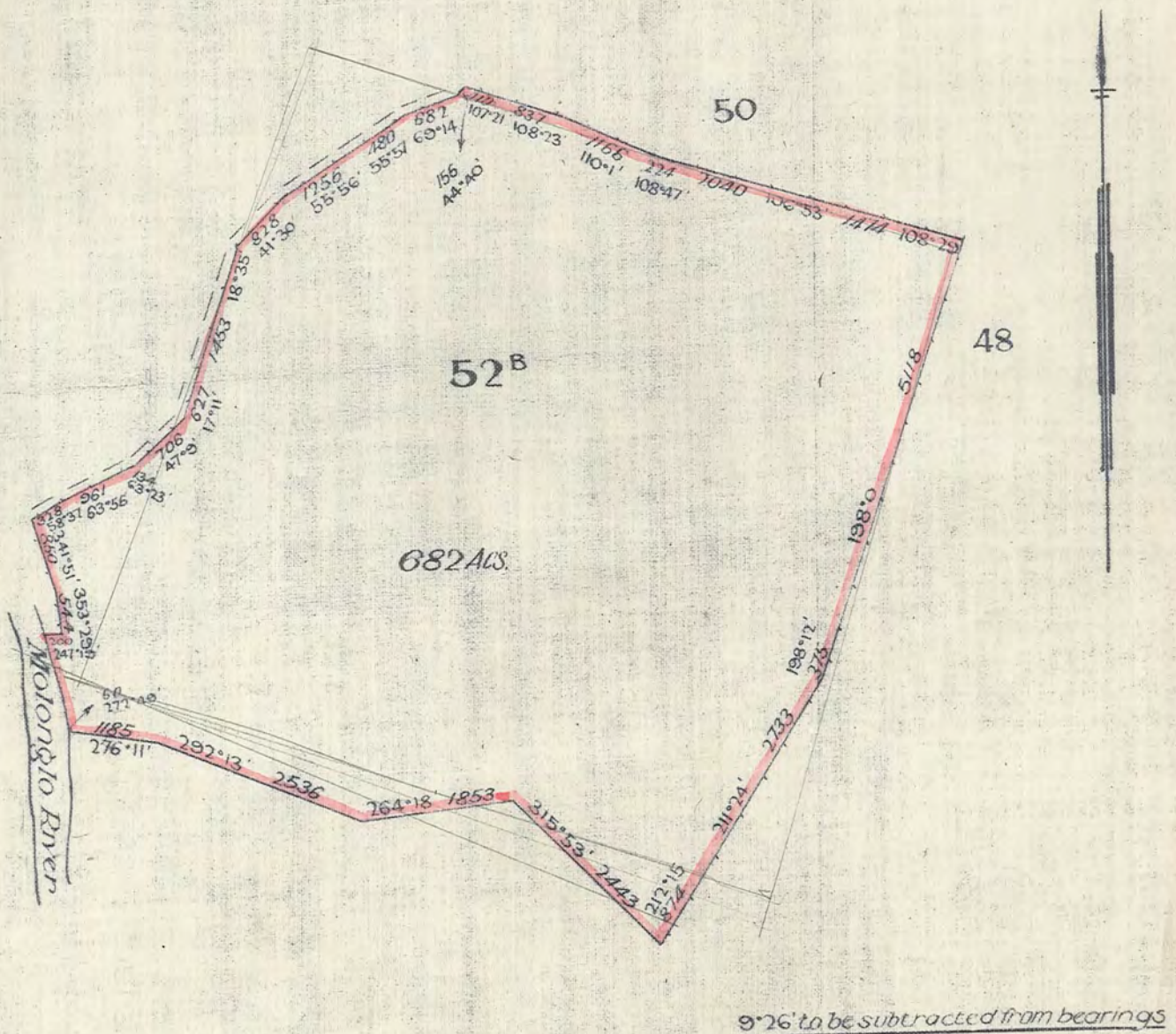
OF

Block No. 52^b.

District of BELCONNEN.

FEDERAL TERRITORY

PLAN OF
BLOCK 52^B
Belconnen District
Scale: 20 chains to an inch.



The Plan endorsed hereon is the Plan referred to in the attached lease between the Commonwealth of Australia and Maurice Alfred Fergusson as being annexed thereto.

Signed by the said Maurice Alfred Fergusson
in the presence of

(Sd) M A Fergusson
(Sd) S. A. Lean

Survey by Field Asst Rail
Fieldbook 2611. 186.15.11.21.
Checked by M.A.R.

NEG 4405