

THE COMMONWEALTH OF AUSTRALIA.

The Territory for the Seat of Government.

FEDERAL CAPITAL COMMISSION.

The Leases Ordinance 1918-1925.

Lease granted pursuant to the *Leases Ordinance 1918-1925* and the Regulations thereunder on the *Eleventh* day of *September* One thousand nine hundred and *Twenty-five* WHEREBY THE COMMONWEALTH OF AUSTRALIA (hereinafter called the "Lessor") grants to *John Haguire* (hereinafter called the "Lessee") ALL THAT piece or parcel of land situate in the District of *Woden* in the Territory for the Seat of Government of the Commonwealth and known as Block No. *25A* in the said District containing an area of *nine hundred and ninety four* acres or thereabouts and being the land shown approximately edged red on the plan annexed hereto TO HOLD unto the Lessee for the term *commencing on the first day of February One thousand nine hundred and twenty six and terminating on the thirty first day of December* One thousand nine hundred and *thirty five* to be used by the Lessee for grazing purposes and/or such other purposes as may be approved by the Commission only YIELDING AND PAYING therefor during the continuance of the tenancy rent at the rate of *three hundred & ten* pounds *twelve* shillings and *six* pence per annum payable quarterly in advance on the *first* day of *February* the *first* day of *May* the *first* day of *August* and the *first* day of *November* in each year the first of such payments to be made on or before the execution hereof.

2. THE LESSEE covenants with the Lessor as follows:—

- (a) To pay the rent hereby reserved to the Commission in advance on the days and in the manner aforesaid without any deduction whatsoever;
- (b) To pay to the Commission as an additional rent a sum at the rate of Ten pounds per centum per annum on any of the said quarterly payments or portion thereof which may remain unpaid for one calendar month after the day appointed for payment thereof computed from the expiration of the said calendar month to the date upon which such quarterly payment is made such additional rent to be added to and paid with such quarterly payment;
- (c) To pay all taxes assessments and outgoings of every kind payable in respect of the said land (other than rates payable under the *Rates Ordinance 1911-1924* or any amendment thereof or any Ordinance substituted therefor the amount of such rates being included in the rent hereinbefore provided for);
- (d) At all times during the tenancy at his own expense to keep and upon the expiration or sooner determination of the tenancy (subject to clause 4 (g) hereof) to yield up the said land and all fixtures erections and other improvements (including fences other than boundary fences referred to in sub-clause (c) of clause 3 of this Lease) on the said land at any time during the tenancy in repair to the satisfaction of the Commission;
- (e) Upon the expiration or sooner determination of the tenancy to yield up all boundary fences referred to in sub-clause (c) of clause 3 of this Lease;
- (f) If the Lessee fails to keep any fixture erection or other improvement (including fences other than boundary fences referred to in sub-clause (c) of clause 3 of this Lease) in repair to the satisfaction of the Commission the Commission may by notice in writing to the Lessee require the Lessee to effect the repairs;
- (g) If after the expiration of one month from the date of the said notice or such longer time as the Commission may allow the Lessee has not effected the said repairs any person or persons duly authorized by the Commission in that behalf with or without carts or other vehicles horses or other animals may enter upon the the said land and effect the said repairs and all expenses incurred by the Commission in pursuance of this clause shall be paid by the Lessee to the

Commission on demand and from the date of such demand until paid shall for all purposes of this Lease be deemed to be rent payable under this Lease and unpaid by the Lessee ;

- (h) To permit any person or persons authorized by the Commission in that behalf to enter upon the said land at all reasonable times and view the said land and the state of repair of the said fixtures erections and other improvements (including fences) ;
- (i) To permit any person or persons authorized by the Commission in that behalf to enter upon the said land at all reasonable times for the purpose of complying with the Lessor's covenant contained in sub-clause (c) of clause 3 of this Lease ;
- (j) At his own expense to erect fencing gates and flood-ways to put into repair existing fencing and to attach wire wire-netting and barb wire to fencing as particularized in the Schedule annexed hereto in the position or positions indicated on the said plan and to carry out such erecting repairing and attaching in accordance with or reasonably to be inferred from the Specifications annexed hereto and under and subject to the supervision and approval of the Commission or such person as may be authorized by the Commission for that purpose and to complete such erecting repairing and attaching within *six* months from the date of the commencement of the tenancy ;
- (k) At his own expense during the first *twelve* months from the date of the commencement of the tenancy to destroy all noxious animals and all harbour for noxious animals and all sweetbriar blackberry and ti-tree on the said land and during the remainder of the said tenancy to keep the said land absolutely free from noxious animals harbour for noxious animals and sweetbriar blackberry and ti-tree all to the satisfaction of the Commission ;
- (l) At his own expense to destroy within *twelve* months from the date of the commencement of the tenancy in accordance with the Specifications annexed hereto mature timber suckers and seedlings existing on the said land at the date of the commencement of the said tenancy as particularized in the Schedule annexed hereto and during the remainder of the said tenancy to keep the land absolutely free from suckers and seedlings to the satisfaction of the Commission ;
- (m) To furnish such returns or statements regarding the cost of any improvements effected by the Lessee as the Commission may from time to time require ;
- J. Maguire C.S.O.*
J. Maguire C.S.O. (n) ~~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 ;
- (o) ~~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 ;~~
- (p) Subject to sub-clause (l) of clause 2 hereof 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 Commission. The Lessee shall however be at liberty subject to sub-clause (b) of clause 4 hereof to take for his own use any dry timber standing or fallen timber lying upon the said land ;
- (q) Not to overstock the said land or any portion thereof. The Commission shall in all cases be the sole judge as to whether or not the land is overstocked ;
- (r) If the Lessee neglects or fails to keep the said land free from noxious plants or weeds within the meaning of the *Noxious Weeds Ordinance 1921-1922* or any amendment thereof and from noxious animals both to the satisfaction of the Commission or to comply with a notice to destroy such noxious animals plants or weeds any person authorized by the Commission 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 such noxious animals plants or weeds 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 noxious animals plants or weeds and the expenses incurred by the Commission in destroying such noxious animals plants or weeds upon the land shall be paid by the Lessee to the Commission on demand and from the date of such demand until paid shall for all purposes of this Lease be deemed to be rent payable under this Lease and unpaid by the Lessee ;

- (s) Not to affix erect set up or effect to or upon the said land any fixtures erections or other improvements (other than such improvements (if any) as are to be effected by the Lessee under this Lease) without the consent in writing of the Commission first had and obtained ;
- (t) Not to permit or suffer any stock not the property of the Lessee to be on the said land without the consent in writing of the Commission first had and obtained. The onus of proof of the ownership of any stock on the said land shall lie upon the Lessee ;
- (u) At all times until all instalments and interest payable by the Lessee under clause 4 (n) hereof are paid to insure and keep insured in the name of the Lessor to their full insurable value in an office approved of by the Commission against loss or damage by fire such of the fixtures erections or other improvements (including fences) purchased or to be purchased by the Lessee pursuant to clause 4 (n) hereof as the Commission may by notice in writing require the Lessee to insure ;
- (v) To lodge with the Secretary to the Commission at Canberra or other person authorized in that behalf by the Commission the policy or policies of insurance effected pursuant to the last preceding sub-clause hereof and receipts evidencing payment of all premiums necessary to keep such policy or policies in full force and effect ;
- (w) To use the said land for grazing purposes and/or such other purposes as may be previously approved in writing by the Commission only.

3. THE LESSOR covenants with the Lessee—

- (a) That subject to sub-clause (c) of clause 4 of this Lease the Lessee paying the rent and observing and performing the covenants 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* 1911-1924 or any amendment thereof or any Ordinance substituted therefor ;
- (c) To keep the said land free from rabbits and subject to sub-clause (j) of clause 2 of this Lease to maintain in good repair all boundary fences on the said land ;
- (d) At its expense to supply to the Lessee all material required by the Lessee for the purpose of complying with sub-clause (j) of clause 2 of this Lease.

4. IT IS MUTUALLY COVENANTED AND AGREED as follows :—

(a) That if—

- (i) any rent shall be one calendar month in arrear (whether such rent shall be legally demanded or not) ; or
- (ii) the Lessee shall omit to observe or perform any of the covenants on the part of the Lessee to be observed or performed ; or
- (iii) 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 or the Commission of any moneys advanced to him by the Lessor or the Commission for the purpose of making improvements on the said land or fails to pay to the Lessor or the Commission any moneys under any such undertaking or agreement on the date upon which such payment is due ; or
- (iv) the Lessee fails to pay to the Lessor any moneys payable by the Lessee under sub-clause (n) of clause 4 hereof ; or
- (v) The Lessee neglects or fails to keep the said land free from noxious plants or weeds within the meaning of the *Noxious Weeds Ordinance* 1921-1922 or any amendment thereof or from noxious animals both to the satisfaction of the Commission or to comply with a notice to destroy such noxious animals plants or weeds ; or
- (vi) the Lessee commits a breach of Regulation 17 of the *Leases Regulations* 1919 ;

the Lessor may by notice in writing to the Lessee determine this Lease but without prejudice to any claim which the Lessor may have against the Lessee in respect of any breach of the covenants on the part of the Lessee to be observed or performed ;

- (b) That any person or persons authorized by the Commission in that behalf 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 and may also remove any fallen timber on 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 Lease ;
 - (d) That in the event of the whole or any portion or portions of the said land being withdrawn from this Lease as in the last preceding sub-clause provided the Lessee shall be entitled to compensation in respect of the land withdrawn. Such compensation shall be determined by agreement or by arbitration in the manner hereinafter provided and in the event of portion only of the land being withdrawn as aforesaid a proportionate reduction (to be determined by the Commission) 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 the compensation to be paid to the Lessee in respect of any fixtures erections or other improvements upon the land so withdrawn and which were purchased by the Lessee or affixed erected set up or effected by the Lessee pursuant to sub-clause (s) of clause 2 hereof shall be a sum representing the fair value of such fixtures erections or other improvements but in no case shall such fair value exceed the actual prime cost to the Lessee of purchasing affixing erecting setting up or effecting to or upon the land so withdrawn such fixtures or erections or other improvements :
- Provided that no compensation shall be payable to the Lessee in respect of any boundary fences erected or put in repair by the Lessee pursuant to sub-clause (j) of clause 2 of this Lease ;
- (f) That all mines metals (including royal metals ores of metals minerals (including coal shale and mineral 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 any person or persons authorized by the Commission may 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 the Lessee shall not at any time during the tenancy or at the expiration or sooner determination thereof except with the previous consent in writing of the Commission take down remove damage or carry away any fixture erection or other improvement which the Lessee shall have purchased pursuant to sub-clause (n) of clause 4 hereof or 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. The Lessor shall pay to the Lessee the value of all fixtures erections and improvements purchased by the Lessee pursuant to sub-clause (n) of clause 4 hereof or affixed erected set up or effected by the Lessee with the consent of the Commission in writing first had and obtained (but not including any boundary fences erected or put in repair by the Lessee pursuant to sub-clause (j) of clause 2 of this Lease) for the taking down removal carrying away or destruction of which the Commission shall have refused its consentsuch value to be ascertained by agreement or by arbitration in the manner hereinafter provided ;
 - (h) That if any dispute shall arise under sub-clauses (d) (e) or (g) of clause 4 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 for the Seat of Government relating to arbitration ;
 - (i) There shall be deducted from any compensation payable to the Lessee under sub-clauses (d), (e) or (g) of clause 4 hereof any amounts payable to the Commission under sub-clause (n) of clause 4 hereof and the amount of any loss or damage suffered by the Lessor by reason of the breach or non-compliance by the Lessee of or with any of the covenants of the Lease on the part of the Lessee to be observed or performed ;

SCHEDULE OF IMPROVEMENTS.

BLOCK NO. 25A WODEN.

FENCING:

U.X.S. Erect wire fence Diagram E. top wire barbed and gate Diagram F.

Work to be carried out in conjunction with the Lessee of Block No. 28A.

Approved wire to be obtained from fence T.V.W.X.

M.P. Erect wire fence top wire barbed Diagram E. and gate Diagram F.

Work to be carried out in conjunction with the Lessee of Block 28A.

U. Erect gate Diagram F.

Work to be completed within six months from the commencement of the Lease.

TIMBER:

Destroy Suckers and Seedlings in accordance with the specifications annexed hereto.

Work to be completed within twelve months from the commencement of the Lease.

RABBIT
HARBOUR:

Destroy ti-tree blackberry and sweet briar and maintain during currency of Lease.


Work to be completed within twelve months from the commencement of the Lease.

This is the Schedule referred to in the Lease granted on the Eleventh day of September 1926 by the Commonwealth of Australia to John Maguire as being annexed thereto.

Dated this Eleventh day of September One thousand nine hundred and twenty-six.

Witness:

 Mary Maguire

 John Maguire

These are the Specifications referred to in the Lease on the eleventh day of September 1926 Commonwealth of Australia to John Maguire being annexed thereto.
Dated this eleventh day of September Lease No. 3
thousand nine hundred and twenty-six
Signed by the said John Maguire John Maguire
in the presence of John Maguire

SPECIFICATIONS.

1. All work must be carried out in an efficient and workmanlike manner to the satisfaction of the Work. Commission or a person authorised by the Commission.

2. All timber used in construction must be of box, blue gum, stringybark, or other timber approved by the Commission or a person authorised by the Commission, but in all cases dead box or blue gum suitable for fencing must be used before any green timber is felled or used for fencing. Except in the case of timber felled under clause 3 hereof, permission to fell green timber must be obtained from the Commission or a person authorised by the Commission.

Netting, wire and gates for fences required to be erected under the lease will be supplied by the Commission, and delivered on trucks at nearest railway station free of cost to the lessee. The lessee must take delivery and cart on to fence line at his own expense.

Erection of New Netting Fences.

3. Fence line must be cleared of all overhanging dead and all dangerous green timber. All fallen timber, hollow stumps, scrub and rubbish, for a distance of 10 feet on each side of fence line must be removed or destroyed. Clearings of Fence Line.

4. Posts must be not less than 8 inches by 4 inches at small end, split, top end sawn, 5 feet 8 inches long, sunk 20 inches in ground and well rammed, 4 feet out of ground, spaced as per diagrams, and at all rises. Where top wire of fence is barbed, posts must be 2 inches shorter above ground. Posts.

5. Battens must be each 3 inches by 2 inches and 4 feet 3 inches long, 3 inches resting in ground; battens must be tied to top wire of fence with not less than Number 12 wire, and must be equally spaced in panel; where top wire is barbed, battens must be 2 inches shorter above ground. Battens.

6. Strainers must not be less than 9 inches in diameter at small end (which is to be sawn), and 6 feet 8 inches long; large end of every strainer must be sunk 2 feet 6 inches in ground, and well rammed. Strainers must be placed not more than 10 chains apart, and at depressions. Strainers.

7. Corner posts must be not less than 12 inches diameter at small end (which is to be sawn), and 7 feet 2 inches long, and must be well stayed. Large end of corner post must be sunk 3 feet in ground. Corner-posts.

8. Stays must be placed on the half-angle, and must be not less than 4 inches in diameter at small end; 9 feet long, mortised into post, and butted above ground to a post at least 8 inches in diameter 20 inches in the ground. A stay must not be placed on the road side of the fence, but in this case only a retention stay of four-ply wire must be used, twitched from strainer to a butt 8 inches in diameter, sunk on the slant 3 feet in ground, and well rammed. Stays.

9. Wires must be run in accordance with the spacing shown in diagrams, through the posts and battens, and well strained; in the case of netting fence the holes carrying the wires must be bored towards side of posts, but well into the solid wood; where top wire is barbed, it must be braced to posts and battens by passing a No. 12 gauge wire through holes bored 2 inches from top. Wires.

10. Netting must be attached on the lower side of fence to the wire as shown in diagrams with 1 inch ties, and sunk into ground 6 inches vertically, and well rammed. All wooden stays must be properly hooded with wire netting. Netting.

11. Netting over shallow watercourses or flat areas liable to be flooded must be fixed to drop by setting 12 inches netting vertically in the ground, straining a wire through posts at ground level, securely attacking a sufficient length of 36-inch netting to the ground wire and to 12-inch netting, and hooking temporarily to the wire 37 inches from ground so as to enable it to drop with a moderate flow of water. Floodways and Water-courses.

Water channels on division fences must be provided with flood-gates approved by the Commission, or a person authorised by the Commission, or apron netting attached by four-ply cable wire to post on each bank.

Flood-gates approved by the Commission, or a person authorised by the Commission, must be provided on roads, except where otherwise specified.

12. Gates must be hung as per Diagram F on special posts not less than 12 inches in diameter at small end (sawn), flattened on side, sunk 3 feet in ground, with flattened sill at least 9 inches in diameter. Gates.

New Wire Fences.

13. Posts, battens, strainers, corner posts, and stays must be of the dimensions, and erected as specified for new netting fences, except that the length of all posts, strainers and battens shall be 2 inches less than the length specified for posts, strainers, and battens respectively in new netting fences. Posts, Battens, Strainers, Corner-posts, Stays.

14. Wires must be run through the centre of post and battens, and spaced as shown in Diagrams D and E, and well strained. Wires.

15. Gates must be hung as in Diagram F, but without sill. Gates.

Attaching Netting, and Repairs to Existing Fences.

16. The fence-line must be cleared of all dangerous overhanging timber; and all fallen timber, rotten stumps, scrub, and rubbish for a distance of 10 feet on each side of the fence line must be removed or destroyed. Clearing.

17. All unsound strainers or stays must be replaced. Strainers.

18. Any post considered by the Commission or an officer authorised by the Commission to be unsound must be dunned by either split timber 7 inches by 3 inches, or round dead timber 6 inches at small end, both with sawn top, 5 feet 6 inches long, sunk 20 inches in ground, well rammed and securely tied to old post at top and bottom with double wire. Posts.

Any posts out of line must be straightened, and posts flattened to receive netting.

- Wires and Attaching Netting. 19. Existing wires where slack must be strained, and a new galvanised wire, which will be supplied by the Commission must be run through solid wood of posts, at a height of 37 inches from the ground, and the netting attached thereto on the lower side of fence and sunk into ground as in Diagram A.
- Battens. 20. Existing battens in old fence must be tied with not less than No. 12 gauge wire to fence wire below top of batten.
- Attaching Barbed Wire. 21. Barbed wire must be braced to post with not less than No. 12 galvanised wire, through a hole bored into solid wood; in the case of netting fences barbed wire must be 6 inches above netting, and in wire fences midway between the two top wires.
- Fencing of Floodways and Water-courses. 22. Fencing of floodways and watercourses must be executed as specified in clause 11 hereof.
23. Gates must be hung as specified in clause 12 hereof.

Concrete Posts for Fencing.

- Concrete Posts for Fencing. 24. Where concrete posts are specified, such posts and strainers will be delivered by the Commission on to the line. The lessee must take the responsibility that such posts are distributed at the spacings required.

Repairs to Existing Netting Fences.

- Repairs to Existing Netting Fences. 25. Netting must be securely tied, and where necessary replaced in ground and the fence made rabbit-proof. Where no provision is made for flood water, netting must be dealt with as specified in clauses 11 hereof.

Removal of Old Fences.

- Old Posts and Wire. 26. Where any new fence is to be erected in position of existing fence, the old fence posts must be removed, and wire—if not used in new fence—must be rolled up.

TIMBER SPECIFICATION.

- Timber. 27. Lessee must destroy all green timber (including wattle), but excluding trees suitable for fencing purposes, shelter clumps and green timber (other than rabbit harbour) growing within 100 yards of a public road and 20 feet of a washout or gully.
Suckers and seedlings must be destroyed annually during currency of lease.
All work under this clause must be carried out during first three months in each year.
- Fallen Timber. 28. Lessee must pack and burn all fallen timber except solid logs 2 feet and over in diameter, and must also pack and burn the head of the latter.
All timber falling during the currency of the lease must be similarly dealt with at least once annually.
The Commission may by notice in writing to the Lessee prohibit the carrying out of the work under this clause during any months of the year which are specified in the notice.
Firewood for Lessee's home use may be reserved to the extent allowed by the Commission or an authorised officer of the Commission.

Tank Sinking.

- Tank Sinking. 29. The earthwork specified in Clause 30 is the quantity of dirt to be removed from below existing ground level. The earth must be placed on down-stream side of dam, in layers not exceeding 1 foot in thickness, and must be consolidated by horse and dray work, &c., passing over it. Where possible two by-washes, at least 18 inches in depth below crest of dam, must be made, and the side of the by-wash, which is next to the earthen bank, must be faced with stone or logs to height of bank.
To break the force of storm-water in timbered country, and to catch silt, a barrier, at least 2 feet high, of logs, must be placed on the up-stream side, these logs to be securely held in position by posts sunk in the ground.

- Excavation. 30. Batter must be 1 in 3.

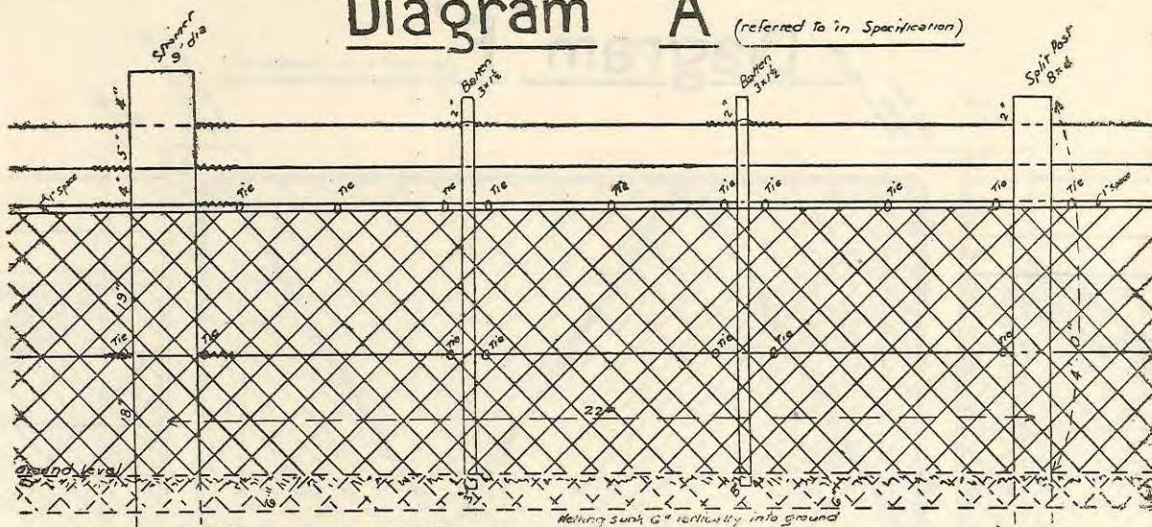
Specification of Earthwork referred to in Clause 29.

Excavation.	Size.	Depth.
200 yards	46 ft x 46 ft.	6 ft.
300 "	53 " x 53 "	7 "
400 "	58 " x 58 "	8 "
500 "	63 " x 63 "	8 "

Rabbit Destruction.

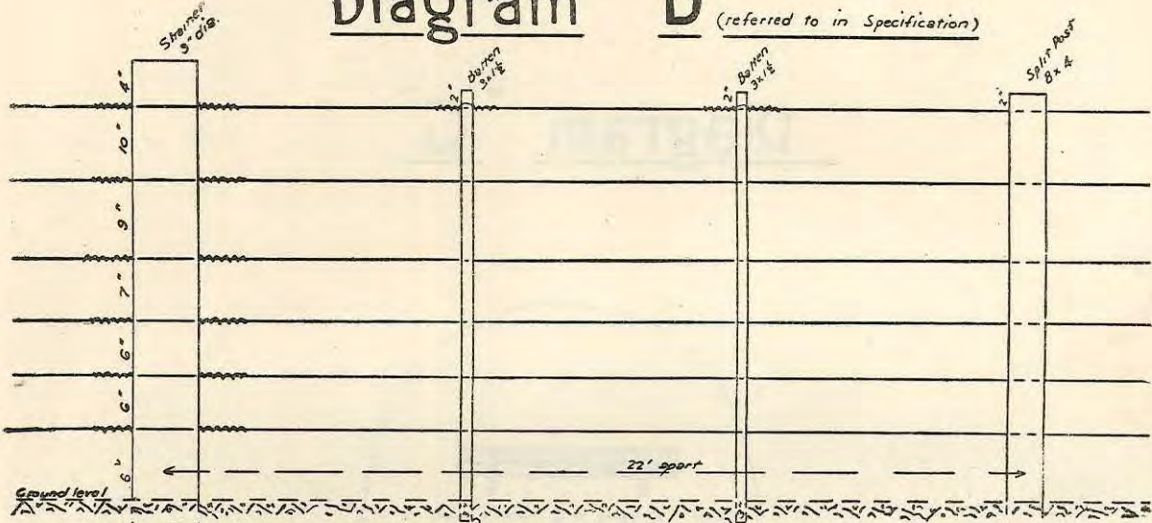
- Digging out Burrows. 31. All burrows on the land must be completely dug out and earth thrown clear; each burrow and any cross channels must be left open.
Application may be made to the Commission for permission to fill in burrows after a period of two and a half years from commencement of lease.
Where burrows are in a vertical creek face and the openings at least 4 feet below top of bank, fumigation or wire traps may be resorted to, but this work must be performed under the supervision of a responsible officer of the Commission.
32. All hollow timber, heads of trees, and any solid timber fallen in such a position as to shelter a rabbit, and all sweetbriar, blackberry, ti-tree, and brush must be destroyed.
Holes at base of standing timber, and holes between rocks (other than burrows) must be securely blocked.

Diagram "A" (referred to in Specification)



"B" Same as **"A"** except posts 33' apart and 4 Battens

Diagram "D" (referred to in Specification)



"E" Same as **"D"** except posts 33' apart and 3 Battens

Diagram "C" (referred to in Specification)

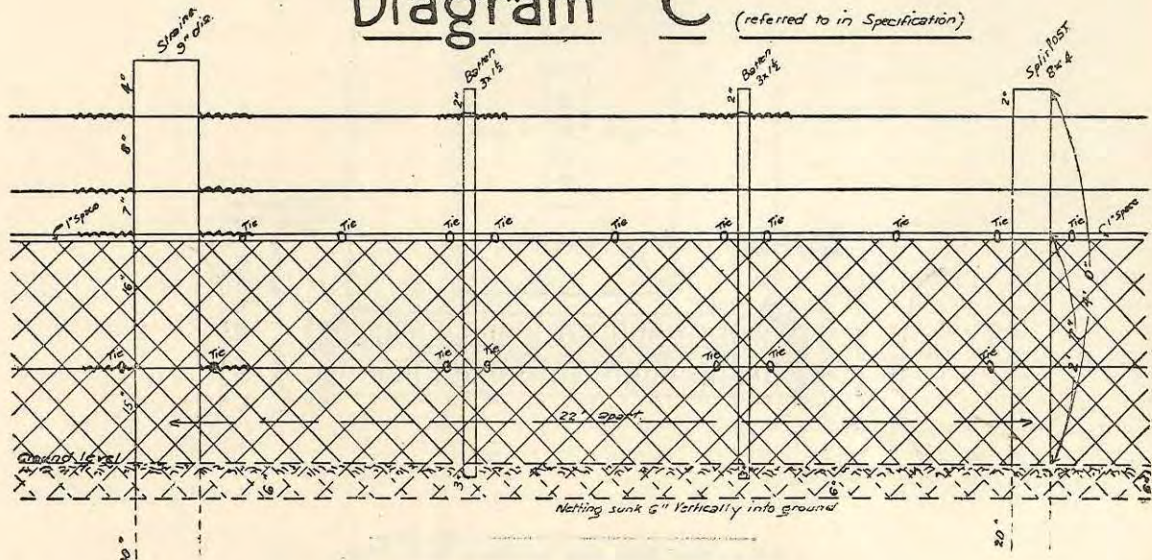


Diagram "F" (referred to in Specification)

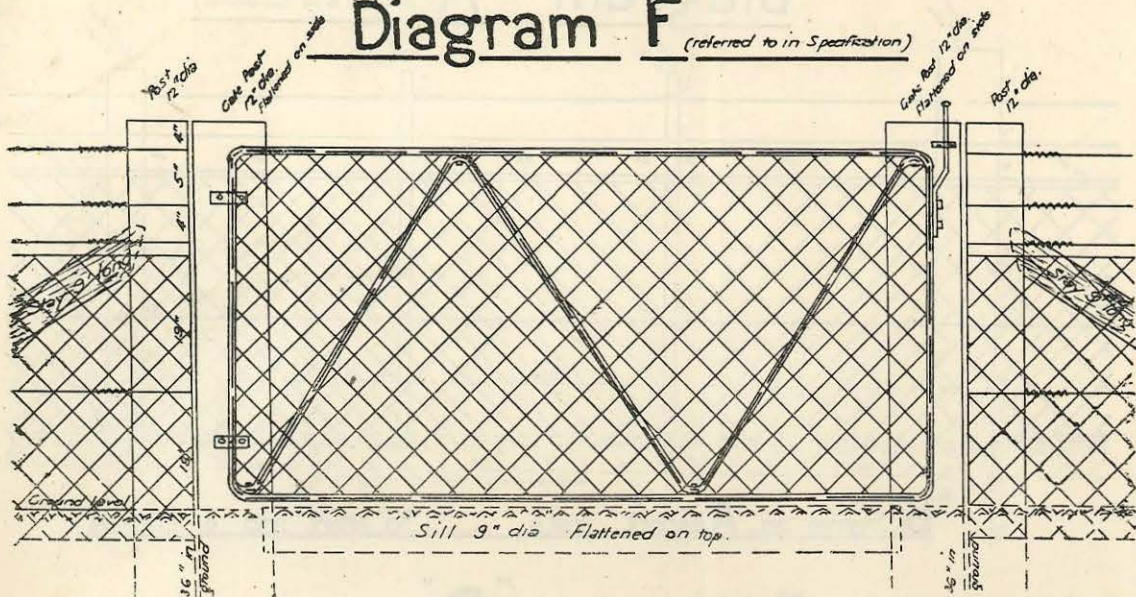
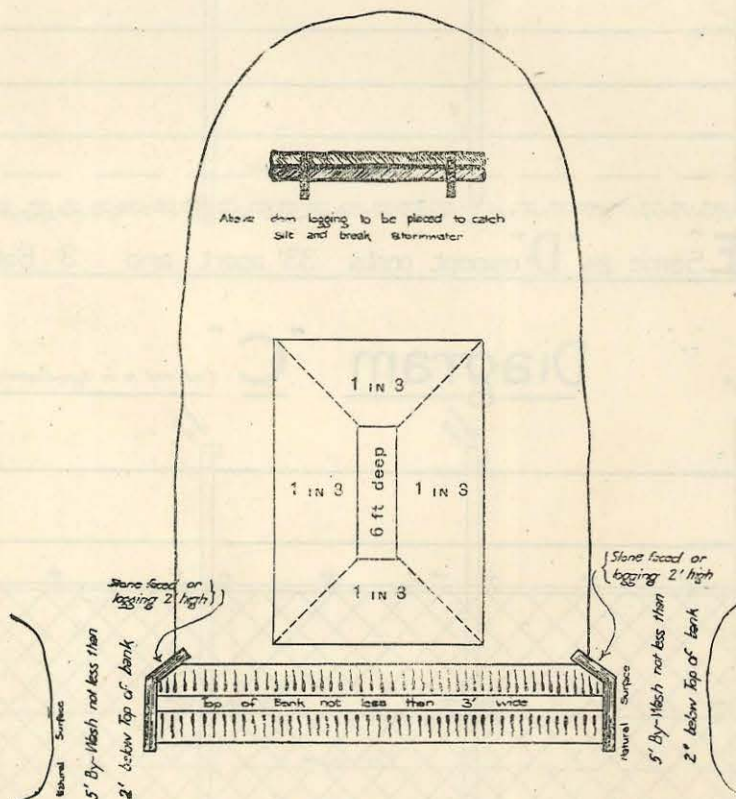
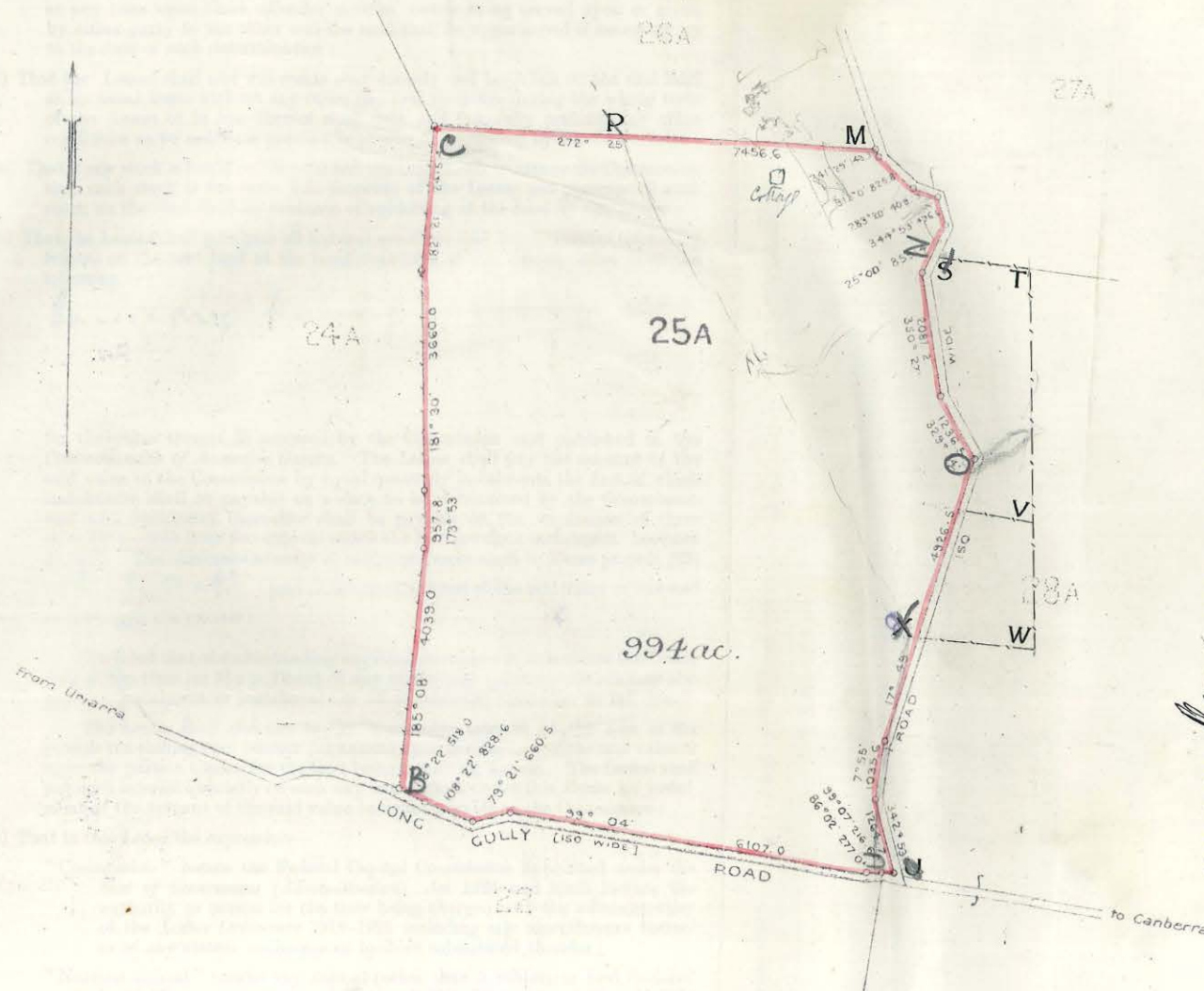


Diagram "G"



FEDERAL CAPITAL COMMISSION



This is the Plan referred to in the Lease granted on the 11th day of September 1916 by the Commonwealth of Australia to John Maguire as being annexed thereto. Dated this 11th day of September One thousand nine hundred and twelve. Signed by the said John Maguire in the presence of John Maguire

Datum of Azimuth Strom Meridian

	Date
Drawn by <u>SL</u>	24.2.26
Traced by <u>SL</u>	24.2.26
Exam'd by <u>MW</u>	26.2.26
<u>MW</u>	26.2.26

BLOCK 25A of Subdivision No. 10. WODEN DISTRICT

Scale. 20 Chains to an Inch.

SHEET 21

Field Book F. 4281, F. 4294

DRWG 1.43

- (j) If the amount of such compensation is not sufficient to cover the amount which may be deducted therefrom under sub-clause (i) of clause 4 hereof and if the Lessee fails to pay the difference in such amounts to the Commission on demand the Lessor may recover same in any Court of competent jurisdiction ;
- (k) In the event of the tenancy with the consent express or implied of the Lessor continuing beyond the expiration of the said term it may thereafter be determined at any time upon three calendar months' notice being served upon or given by either party to the other and the rent shall be apportioned if necessary up to the date of such determination ;
- (l) That the Lessee shall and will reside continuously and bona fide on the said land as his usual home without any other habitual residence during the whole term of the Lease or in lieu thereof shall duly and faithfully perform any other conditions as to residence previously approved in writing by the Commission ;
- (m) That if any stock is found on the land and the Lessee fails to satisfy the Commission that such stock is the bona fide property of the Lessee the presence of such stock on the land shall be evidence of subletting of the land by the Lessee ;
- (n) That the Lessee shall purchase all fixtures erections and improvements (including fences) on the said land at the commencement of the tenancy other than the following :—

Boundary fencing

for the value thereof as assessed by the Commission and published in the *Commonwealth of Australia Gazette*. The Lessee shall pay the amount of the said value to the Commission by equal quarterly instalments the first of which instalments shall be payable on a date to be determined by the Commission and each instalment thereafter shall be payable on the expiration of three calendar months from the date on which the last previous instalment becomes payable. The minimum amount of each instalment shall be Three pounds (£3) or *thirty sixths* part of the total amount of the said value so assessed whichever is the greater :

Provided that notwithstanding anything contained in this clause the Lessee may at the time for the payment of any of the said quarterly instalments also pay any instalment or instalments or all instalments thereafter to fall due.

The Lessee shall also pay to the Commission interest at the rate of Six pounds ten shillings per centum per annum upon the amount of the said value or upon the portion thereof for the time being remaining unpaid. The Lessee shall pay such interest quarterly on each day upon which under this clause an instalment of the amount of the said value becomes payable to the Commission ;

- (o) That in this Lease the expression—

“ Commission ” means the Federal Capital Commission appointed under the *Seat of Government (Administration) Act 1924* and shall include the authority or person for the time being charged with the administration of the *Leases Ordinance 1918-1925* including any amendments thereof or of any statute ordinance or by-laws substituted therefor ;

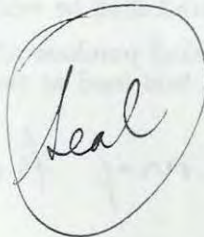
“ Noxious animal ” means any animal (other than a rabbit) or bird declared by the Commission pursuant to the *Rabbit Destruction Ordinance 1919* or any amendment thereof and the *Federal Capital Commission's Powers Ordinance 1924* or any amendment thereof to be a noxious animal ;

- (p) That any notice consent demand requirement or other communication to be given to or served upon the Lessee by the Lessor or the Commission under this Lease shall be deemed to have been duly given or served if signed on behalf of the Commission and delivered to the Lessee or sent in a prepaid letter addressed to the Lessee at the said land or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the said land ;
- (q) That if the Lessee 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 Lessee and the executors administrators and permitted assigns of the Lessee ;

- (r) That if the Lessee 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 and each of them and their and each of their executors administrators and permitted assigns ;
- (s) That if the Lessee 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 permitted assigns.

IN WITNESS whereof this Lease has been executed in the name of the Commonwealth of Australia by the Federal Capital Commission pursuant to the powers conferred upon it by the *Leases Ordinance 1918-1925* and the *Federal Capital Commission's Powers Ordinance 1924* and by the Lessee.

The Common Seal of the Federal Capital
Commission was hereunto affixed in
the presence of—



W. D. D. D.
SECRETARY

FEDERAL CAPITAL COMMISSION
Signed sealed and delivered by the

W. D. D. D. Maguire

Lessee in the presence of—

W. D. D. D. Maguire
Domestic Duties
Ansell St
L. Mearns

NOTE—The attention of the Lessee is invited to Regulation 17 of the *Leases Regulations 1919*, which as affected by the *Federal Capital Commission's Powers Ordinance 1924* provides as follow :—

Regulation 17. Except with the previous consent in writing of the Federal Capital Commission a Lessee shall not—

- assign his Lease ;
- sublet the leased land ; or
- part with the possession of the leased land, and any assignment, sub-lease, agreement, or arrangement in contravention of this Regulation shall be void.

I certify that this is a true & correct
copy of the original document
of agreement dated the 11th
day of September 1926

Dated

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THE COMMONWEALTH OF AUSTRALIA

TO

Muchanan

13/9/26

John Maguire

LEASE

OF

Block No. 25a

District of Wodden

Territory for the Seat of Government