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LEASE

(Under Section 32 of the Land Act, 1933, and Amendments.)

SOUTH WEST DIVISION

Lease No. 332.
901

GERALDTON No. 1437

George the Sixth, by the Grace of God of Great Britain, Ireland and the British Dominions beyond the Seas King, Defender of the Faith. To all to whom these presents shall come, GREETING: Know ye that whereas by the Land Act, 1933, and Amendments, power is given to the Governor in Council of Our State of Western Australia to grant leases of any reserve not immediately required for the purpose for which it was made from year to year or for any shorter term ^{not exceeding ten years} to any person at such rent and subject to such

conditions as he may think fit; And whereas the Municipality of Geraldton whose office is situate at 111 Eleanor Street, Geraldton of

-----, in the said State, has made application for a portion of lease of/the Reserve No. 20605 ----- hereinafter described for the purpose of a Campsite -----;

And whereas the said Governor in Council has approved the granting of the said lease; We, of Our especial Grace, and in consideration of the premises, and also in consideration of the rents hereinafter reserved and on the part of the said Municipality of

Geraldton, its Successors ----- ~~Executors-Administrators~~, and Assigns (hereinafter called "the Lessee"), to be paid, and in exercise of the powers in that behalf to us given by the said Act, do by these Presents demise and lease to the said Lessee the natural surface and so much of the land as is below the natural surface to a depth of

two hundred feet of ALL THAT piece or parcel of land delineated by a border of green colour on the plan hereon, with the appurtenances: TO HAVE AND TO HOLD the Premises hereby demised subject to the powers, reservations, and conditions herein and in the Land Act, 1933, and Amendments, contained, and with all the rights, powers, and privileges conferred by such of the said Act as are applicable hereto, unto the said Lessee, for the term of ^{ten} ~~five~~ years to be computed from the first ----- day of

October -----, 1950, and thereafter from year to year, determinable nevertheless at any time during any year after the first year, at the expiration of three months' notice in writing given by Our Minister for Lands to the Lessee or by the Lessee to Our Minister for Lands, which notice shall be duly served on the Lessee if sent by post to his

~~address stated in his lease~~: YIELDING AND PAYING therefor unto Us, Our Heirs and Successors, the yearly rent of Two Pounds ----- without deduction, by equal payments half-yearly, in advance, on or before the first day of March and the first day of September in every year, such rent to be paid to Our Minister for Lands of Our said State. Provided, nevertheless, that it shall at all times be lawful for Us, Our Heirs and Successors, or for any person or persons acting in that behalf by Our or Their authority, to resume and enter upon possession of any part of the said lands which it may at any time by Us, Our Heirs and Successors, be deemed necessary to resume for roads, tramways, railways, railway stations, bridges, canals, towing paths, harbour or river improvement works, drainage, or irrigation works, quarries, and generally for any other works or purposes of public use, utility, or convenience, and for the purposes of exercising the power to search for minerals and gems hereinafter reserved, and such land so resumed to hold to Us, Our Heirs and Successors, as of Our or Their former estate, without making to the said Lessee any compensation in respect thereof: Provided also, that it shall be lawful at all times for Us, Our Heirs and Successors, or for any person or persons acting in that behalf by Our or Their Authority, to cut and take away any such indigenous timber, and to search and dig for and carry away any stones or other materials which may be required for making or keeping in repair any roads, tramways, railways, railway stations, bridges, canals, towing paths, harbour works, breakwaters, river improvements, drainage, or irrigation works, and generally for any other works or purposes of public use, utility, or convenience, without making to the Lessee any compensation in respect thereof, and we do hereby save and reserve to Us, Our Heirs and Successors, all mines of gold, silver, copper, tin, or other metals, ore, and mineral, or other substances containing metals, and all gems and precious stones, and coal or mineral oil, and all phosphatic substances, in and under the said land, with full liberty at all times to search and dig for and carry away the same, and for that purpose enter upon the said land or any part thereof: Provided also, that if the said lessee shall, during the term hereby created, at any time make default in payment of the rent hereby reserved, or shall fail or cease to use, hold, and enjoy the said land for the purpose for which this lease is granted, it shall thereupon be lawful for Us, Our Heirs and Successors, into and upon the said demised premises, or any part thereof in the name of the whole to re-enter, and the same to have again, re-possess, and enjoy as if this deed-poll had never been executed, without making any compensation to the said Lessee. Provided lastly that this lease is issued, subject to the further following special conditions:-

1. The lessee may, subject to the consent of the Minister for Lands being first obtained in writing, sub-let, with right to the sub-lessee to let on weekly tenancies under such conditions as the Minister may approve.
2. Any building on the demised land leased shall be maintained and kept in a proper state of repair and painted, to the satisfaction of the Minister or an officer acting under his authority.
3. All relevant health, building and local government laws and by-laws and all requisitions made thereunder shall be complied with.
4. Failure to comply with any of the conditions under which this lease is granted shall render such lease liable to forfeiture.
5. At the expiration of the term of the lease, the Crown shall have the option to renew the lease under such conditions as it deems fit, or to require the lessee to have the cottage removed within three (3) months, failing which the cottage shall become the property of the Crown, to be disposed of as the Crown deems fit; or to purchase the cottage at a price not exceeding removal value to be mutually agreed on or, failing agreement, by arbitration - the onus to rest on the lessee to ensure the safety and protection of the cottage during proceedings and until actually taken over and paid for by the Crown and any loss or damages which may arise in the intervening period to be assessed and deducted from the purchase price.

