

Chas. Miller

South Australia

Register Book,

Vol. 740 Folio 37



H. H. Salford
Registrar General.

Crown Lease.

(MISCELLANEOUS (Grazing and Cultivation), No. 8420)



This Indenture made the seventeenth day of December in the year of our Lord One

Thousand Nine Hundred and twenty-eight. BETWEEN His Most Gracious Majesty GEORGE THE FIFTH of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas King Defender of the Faith Emperor of India of the first part His Excellency the GOVERNOR in and over the State of South Australia in the Commonwealth of Australia &c. &c. in the name and on behalf of His Majesty His Heirs and Successors of the second part and JOHN ARCHIBALD DONALD PATTERSON of Farina Grazier

for himself his Heirs Executors Administrators and Assigns herein designated by the term "Lessee" of the third part WITNESSETH that the said Governor in exercise of the powers and authorities given by Acts of the Parliament of the said State intituled the "Crown Lands Acts 1915 to 1927" and in pursuance of all other powers in that behalf enabling him DOTH demise and lease unto the said Lessee ALL that piece or parcel of land containing by admeasurement approximately eleven thousand five hundred and twenty (11520) acres subject to survey

acres or thereabouts and situate and being Section lettered H Adjacent to Farina Railway Station Out of Hundreds

in the State aforesaid as the same is delineated in the public maps deposited in the Lands and Survey Office in the City of Adelaide and on the plan attached hereto and therein colored red

TOGETHER with all houses outhouses buildings fences rights ways members and appurtenances whatsoever to the said premises belonging or appertaining for the purpose of GRAZING AND CULTIVATION EXCEPT AND ALWAYS RESERVED out of the present demise all timber and timber-like trees wattle bark yacca (grass trees) and so much of the said land as shall or may hereafter be demised under a mineral lease or in respect whereof a specific mineral licence shall or may hereafter be granted and also except and reserved all gold silver copper tin and other metals all ores and other substances containing metals all minerals and all gems and precious stones and all coal mineral oils stone gravel sand clay and lime upon in or under the said land to His Majesty the King His Heirs and Successors and all persons lawfully claiming under or authorised by Him or them and the Governor for the time being of the said State and the Commissioner of Crown Lands of the said State and all persons lawfully claiming under or authorised by them or either of them shall have full and free liberty of access ingress egress and regress with or without horses cattle carts drays carriages engines shafts and all other necessary implements or things into upon and from the said premises for all reasonable purposes and to cut dig sink try search work remove and dispose of the said excepted and reserved things AND ALSO except and always reserved out of the present demise the right for the public generally to have free and unrestricted access to from over and along a strip of land of the width of one hundred and fifty links from high water mark inland where the said land hereby demised abuts on the sea coast TO HOLD the said premises hereby demised with the appurtenances (save and except as aforesaid) unto the said Lessee for the term of TWENTY-ONE (21) YEARS from the

first day of January One Thousand Nine Hundred and twenty-eight YIELDING AND PAYING therefor during the said term unto His Majesty His Heirs and Successors in advance

By command,

J. Cowan
Acting Commissioner of Crown Lands.

Parcels.

Exceptions and reservations.

Term.

F. D. M. L.

Acts 1915 to 1927
S.G.O., 7172/15.

on the first day of January in every year during the term hereby granted the yearly rental of eighteen pounds (£18: 0: 0) sterling

Covenant by Lessee to pay rent in advance.

To use the land for the purpose for which it is leased.

To keep and yield up improvements in good repair.

To insure.

To destroy vermin and noxious weeds.

May cultivate subject to approval.

AND the said Lessee doth hereby covenant with His Majesty His Heirs and Successors and with the said Governor that the said Lessee will well and truly pay or cause to be paid in advance unto the Treasurer of South Australia for the time being at Adelaide on behalf of His Majesty at the times and in manner aforesaid the said rent hereby reserved free and clear of all taxes rates and outgoings whatsoever AND will also pay all amounts due or which may hereafter become due on account of loans granted under the "Vermin Acts 1914 to 1926" ALSO that the Lessee will use the land hereby demised *bona fide* for the purpose for which such land is demised and not for any other than such purpose ALSO that the Lessee will at the Lessee's own cost during the said term maintain in good tenable and working repair and condition all houses buildings and other improvements which now are or may at any time be erected upon the premises during the term hereby granted and also all gates gate-posts rails fences hedges ditches and watercourses belonging to the said premises and will so leave and deliver up the same respectively in such good tenable working repair and condition at the termination of the said term ALSO that the Lessee shall and will insure and during the term hereby created keep insured in the full value thereof in some Insurance Office in Adelaide to be approved by the Commissioner of Crown Lands of the said State all improvements (if any) liable to be destroyed or damaged by fire now upon the said lands hereby demised or which may hereafter be thereupon against loss or damage by fire such insurance to be in the joint names of such Lessee and the said Commissioner and will lodge the policy of every such insurance in the office of the said Commissioner within one calendar month after the date hereof and will forward to the said Commissioner the receipts for the premiums payable in respect of every such policy within seven days after the same becoming due and that if the foregoing covenant shall not be duly observed then the said Commissioner shall be at liberty to insure the said improvements in manner aforesaid and all moneys expended by him in or about such insurance as aforesaid with interest thereon after the rate of Ten Pounds per centum per annum computed from the time of expending the same shall be repaid to him on demand and may be recovered in like manner as rent is recoverable and it is declared that all sums of money received under any such insurance shall be laid out in reinstating the premises in respect of which the same shall have been received ALSO that the Lessee shall destroy all rabbits on the land and fill up their burrows and shall destroy all other vermin on the land such as are by or under the "Vermin Acts 1914 to 1926" or by or under any other Act for the time being in force in the said State declared to be vermin and shall also destroy all noxious weeds growing upon the lands and upon the half width of Government roads adjacent thereto ALSO that the Lessee shall be allowed to cultivate the area hereby demised subject to the approval of the Commissioner of Crown Lands.

Not to erect brush fences.
Not to assign or sublet without consent.

Not to cut timber, strip bark, remove stone, &c., without consent.

Power to issue licences and leases.

To permit Governor to enter and view.

And on notice of want of repair to repair.

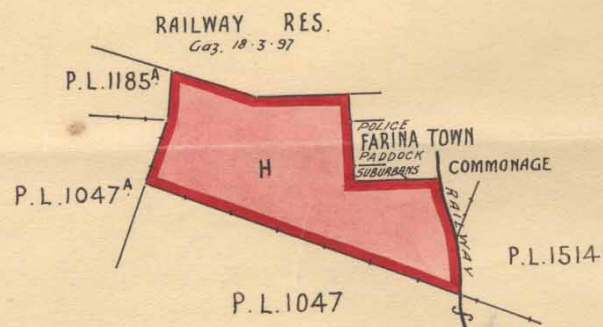
Penalties on non-payment of rent.

Power for Lessor on breach to re-enter.

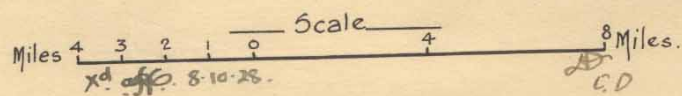
ALSO that the Lessee will neither erect nor suffer the erection of brush fences upon the land hereby demised ALSO that the Lessee will not without the licence in writing of the Commissioner of Crown Lands of the said State for the time being first obtained for every such purpose at any time during the said term assign demise or otherwise dispose of or part with the possession of this Indenture of Lease or of the said demised premises or any part thereof or do commit or suffer any act matter or thing whereby the said premises or any part thereof shall or may be assigned demised or otherwise disposed of or the possession thereof parted with to any person or persons for the whole or any part of the said term AND that the Lessee will not without such licence in writing as aforesaid at any time during the said term do on the land hereby demised any of the things following that is to say will not remove stone or other material will not cut down any timber will not cut down top lop or bark any trees or other timber growing or dead or underwood (other than honeysuckle black oak dwarf oak teatree dwarf mallee bushes and heath plants) which are now or hereafter shall be or be growing upon the said land and will not strip or remove wattle bark PROVIDED ALWAYS and it is hereby declared and agreed by and on behalf of the Lessee that power is reserved to His Majesty His Heirs and Successors and the said Governor and the Governor for the time being of the said State and the said Commissioner to issue licences and leases for mineral and miscellaneous and other purposes in over and on the land hereby demised as if this lease had not been made PROVIDED ALWAYS that His Majesty His Heirs and Successors and the said Governor and the Governor for the time being of the said State and His and their Attorneys Officers Agents or Servants may at all times during this demise enter into and upon the said demised premises and into all enclosures outhouses and buildings now or hereafter to be erected thereon there to view and ascertain the state of the repairs of the said demised premises enclosures outhouses and buildings and to leave on the said demised premises for the Lessee a notice of the defects and wants of repair which upon any and every such view may appear the said Lessee hereby covenanting with and to His Majesty His Heirs and Successors and with and to the said Governor within a reasonable time after any and every such notice shall be left on the said demised premises and the said Lessee shall and will make do execute and carry into effect all and every the repairs which in and by any and every such notice the Lessee may be required to make do execute and carry into effect as aforesaid PROVIDED ALWAYS that if the rent hereby reserved be not paid on or before the days whereupon the same is hereby made payable a penalty of Five Pounds per centum shall be added to such rent and if the said rent and penalty be not paid within one calendar month thereafter a further penalty of Ten Pounds per centum shall be added and if the said rent and such penalties be not paid within one calendar month after such first month the same shall be recoverable by the Commissioner of Crown Lands by action in his own name in any Court of competent jurisdiction and the lease hereby granted shall be liable to be absolutely forfeited PROVIDED ALWAYS that if the said rent shall be in arrear and unpaid for more than three calendar months after the day on which the same is payable under this demise or if the said Commissioner shall be satisfied that there has been any breach or non-observance of any of the covenants or conditions herein contained or hereby implied or that this demise is liable to forfeiture it shall be lawful for the Governor to cancel this demise and the said Commissioner may

OUT OF HUNDREDS

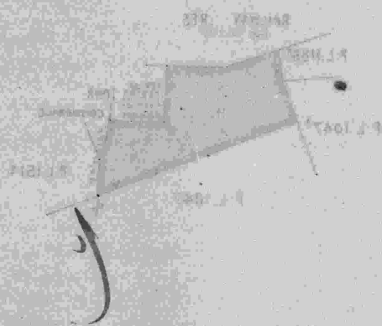
Misc. L. N° 8420



Area 11,520 acres (subject to survey)



OUT OF HUNDREDS
Misc. L. No. 8450



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Marginal notes clause

thereupon insert a notice in the *Government Gazette* declaring this demise to be forfeited and such notice shall be taken to be conclusive evidence that this present demise has been legally cancelled and forfeited PROVIDED NEVERTHELESS that it shall be lawful for the Governor to waive such forfeiture upon payment of the rent and penalties or upon such other terms as he shall see fit PROVIDED ALSO and it is hereby further expressly agreed and understood by and on behalf of the Lessee that His Majesty His Heirs and Successors shall and may at any time or from time to time hereafter resume possession of all or any part of the said land hereby demised upon the said Commissioner giving six calendar months' notice to the Lessee by publication in the *Government Gazette* of such intention to resume possession as aforesaid and that immediately from and after the expiration of six calendar months after such notice shall have been given as aforesaid these presents and the demise hereby made shall cease determine and be void as to all or such parts of the said lands as shall be mentioned and described in any such notice anything hereinbefore contained to the contrary notwithstanding PROVIDED ALSO that if the land hereby demised or any part thereof be resumed during the term hereby granted the Lessee shall be paid for substantial and useful improvements made by the Lessee on the said land at the date of publication of the said notice PROVIDED that prior to the construction of any improvements the Lessee shall have obtained the written consent of the Commissioner of Crown Lands for that purpose and that within three months of their completion the Lessee shall have lodged with the said Commissioner a statement giving a full description and the cost of the improvements AND PROVIDED that one twenty-first part of the value of such improvements shall be deducted from such value for every year the lease has been allowed to run since its commencement without being resumed the value of such improvements to be decided by some person or persons to be appointed by the Governor in Council for that purpose and the amount of such valuation reduced as aforesaid on being confirmed by the Governor in Council may be paid to the Lessee AND PROVIDED ALSO that access is reserved to the public to all natural waters and to wells dams or reservoirs constructed by the Government on the land hereby demised at the time of allotment unless such are specially dealt with to the contrary IT IS DECLARED that the notes in the margin of this lease are for the sake of more convenient reference only and shall not in anywise control or affect the interpretation or construction of this lease AS WITNESS the Public Seal of the said State and the hand and seal of the said Lessee

Signed sealed and delivered by the above-named Lessee in the presence of

A. J. Gosseland

L. A. Patterson

This Lease is issued subject to Annual Licence No.1295 "for Telephone line" to the Witchelina Pastoral Company Limited.

J. H. Evans

Secretary for Lands

~~RED 1255300~~

CERTIFICATE No. 125380 OF THE
COMMISSIONER OF CROWN LANDS, REDUCING
RENT OF THE WITHIN LEASE No. 8420
TO 29-0-9 PER ANNUM FROM THE
1 DAY OF January 1917 PRODUCED
FOR REGISTRATION THE 17 DAY OF
February 1938 AT 2/-
A. J. Hebert DEP. REG.-GENL.

~~D.E.L. 1300601~~

THE WITHIN *Leave No. 822* HAS
BEEN LAWFULLY DETERMINED AS AP-
PEARS BY NOTICE FROM THE COMMISSIONER
OF CROWN LANDS No. *Back* PRODUCED
FOR REGISTRATION THE *17* DAY OF
August 1931 AT *NEW YORK*
(No entry on this)
E. J. Miller DEP. REG. GEN'L.

