

South Australia.

Register Book.



Vol. 817 Folio 29

J. Dumas

Registrar-General.

Crown Lease.

(PASTORAL, No. 1748.)

(Pursuant to The Pastoral Acts, 1904 to 1929.)



Winston Duggan

This Indenture

made the first day of September in

the year of our Lord One Thousand Nine Hundred and Thirty Four BETWEEN HIS MOST GRACIOUS MAJESTY GEORGE THE FIFTH of Great Britain, Ireland, and 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. of the second part and JOHN ARCHIBALD DONALD PATTERSON of Farina Pastoralist

for himself his Executors Administrators and Assigns herein designated by the term "Lessee" of the third part **WITNESSETH** that the said Governor by virtue of the powers contained in "The Pastoral Acts 1904 to 1929" and all other powers enabling him in that behalf **DOETH** lease unto the Lessee for pastoral purposes **ALL THAT** portion of Crown lands containing by estimation twenty two (22)

square miles or thereabouts and situate and being Block 886 "Triangle" Northerly from Lyndhurst Railway Station

Exceptions and reservations.

the abutments and boundaries whereof are particularly delineated and set forth in the plan thereof to this Indenture annexed and signed by the Surveyor-General together with all ways paths passages waters watercourses advantages and appurtenances thereto belonging or appertaining subject to the exceptions and reservations hereinafter contained that is to say **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 coal and mineral oils 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 and the Commissioner of Crown Lands for the time being 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 machinery and all other necessary implements and things into upon and from the said premises for all public purposes and to cut dig sink for try search procure work remove and dispose of all or any of the hereby excepted and reserved things and may sink bores and wells and construct dams reservoirs and embankments for the purpose of finding or conserving water **PROVIDED** that no such bores wells dams reservoirs or embankments shall be sunk or constructed within one mile of any improvement consisting of a well reservoir dam dwelling house factory or building of the value of One Hundred Pounds or upwards the property of the said Lessee **AND** reserving to Aboriginal Inhabitants of the said State and their descendants during the continuance of this lease full and free right of egress and regress into upon and over the said lands and every part thereof except such parts as improvements have been erected upon and in and to the springs and surface waters thereon and to make and erect such wurlies and other dwellings as the said Aboriginal Natives have been heretofore accustomed to make and erect and to take and use for food birds and animals *feræ naturæ* in such manner as they would have been entitled to do if this lease had not been made **AND** reserving to all persons the rights of crossing the said lands with travelling stock subject to the provisions of "The Stock Diseases Acts 1888 to 1926" "The Pastoral Acts 1904 to 1929" or any other Act for the time being regulating travelling stock **SUBJECT** to the right of His Majesty's subjects to use all and every the roads paths or ways heretofore made and used by them or hereafter to be duly opened and dedicated to the public use for the purpose of passing upon through and over the said lands or any part thereof **SUBJECT ALSO** to the right of the Governor for the time being of the said State and all persons authorised by him or other lawful authority at any time or from time to time as may be deemed requisite with horses carts and carriages or without into upon through and over the said lands to come and go for the purpose of laying out and making fit for and devoting to the public use any new and additional roads ways and paths **AND SUBJECT ALSO** to the right of the said Commissioner or any person authorised by him in that behalf to grant licenses to enter upon the said lands or any part thereof and to occupy the same for the purpose of cutting obtaining and taking away any live or dead timber stone and sand with full and free liberty of access ingress egress and regress to and for His Majesty His Heirs and Successors and to and for the Governor and Commissioner of Crown Lands for the time being of the said State and all other persons authorised by them or either of them with or without horses carts and carriages into over through and upon the said lands for the purpose of cutting obtaining and taking away such timber stone and sand but notwithstanding this last-mentioned provision the Lessee shall be at liberty at any time and from time to time to fell cut down and remove any live or dead timber stone and sand which may be required by the Lessee for the purpose of improvements to be constructed or made or firewood to be used upon the said land **TO HAVE AND TO HOLD** the said lands and premises (subject to the covenants conditions provisos and restrictions herein contained)

from the twenty ninth day of September One Thousand Nine Hundred and thirty three

until the twenty eighth day of September One Thousand Nine Hundred and seventy five **YIELDING AND PAYING** therefor yearly and every year in advance unto His Majesty His Heirs and Successors by payment at His Majesty's Treasury in the City of Adelaide in the said State the rent of Thirteen pounds and fifteen shillings (£13:15:0) for the first twenty one years (the rent for the following twenty one years being the balance of the term to be fixed by the Pastoral Board) the first of such payments to be made

Term.

Rent.

Exp. Sub
L. & S.
6095

30.

Term 42 years, with improvements.

Allotted.

(Acts 1904 to 1929.)

Revaluation of rent by reason of public works.

One Thousand Nine Hundred and thirty three and in each succeeding year **PROVIDED** that if during the said term hereby granted any railways waterworks reservoirs or other works of a public nature shall be executed by the Government of the said State on or in the vicinity of the said land hereby demised and by reason thereof the value of the said land hereby demised shall in the opinion of the said Commissioner be enhanced the said Commissioner may direct the Pastoral Board to make a revaluation of the said land hereby demised or any part thereof and thereupon a revaluation shall be made in manner prescribed by Sections 53 and 54 of "The Pastoral Act 1904" and the rent so fixed shall be paid by the Lessee from the date on which it shall be so fixed to be payable but no such revaluation shall be retrospective or made within five years after the commencement of the term of the original lease nor within ten years after any

By command,

W. M. Spink
Commissioner of Crown Lands.

W. M. Spink
Director of Lands.

Certified correct,

Revaluation during first six months of twenty-first year.

Covenants by Lessee to pay rent.

To pay value of improvements belonging to the Crown.

To stock.

Not to overstock.

To furnish returns of stock.

To keep improvements belonging to the Crown in repair.

Power to Commissioner to enter and view condition of Crown improvements.

Right of ingress, &c., to mineral lessees.

To permit owner of gold or mineral claim to take water.

Supply water.

Not to transfer or sublet.

To insure.

To destroy vermin.

Not to erect brush fences.

Not to cut down timber, except for improvements, &c. To comply with regulations. Land for agricultural purposes.

previous revaluation and the said Commissioner shall serve notice of such increased rent upon the Lessee **PROVIDED ALSO** that during the first six months of the twenty-first year of this lease a revaluation of the lands hereby demised shall be made by the Pastoral Board pursuant to "The Pastoral Acts 1904 to 1929" and the rent fixed upon such revaluation shall be paid by the Lessee from the date of the expiration of the first twenty-one years of this lease and the said Commissioner shall forthwith serve upon the Lessee notice in writing of such rent **PROVIDED** that in fixing the said rent whether by revaluation or otherwise no regard shall be had to any increase in value of the lands hereby demised caused by improvements thereon which the Lessee shall have made or paid for and which shall not be the property of the Crown **PROVIDED** the rent so fixed on any revaluation pursuant to "The Pastoral Acts 1904 to 1929" shall not be more than fifty per cent. above or below the rent payable immediately prior to the revaluation **PROVIDED ALWAYS** that the Lessee may at any time within three calendar months from the service of a notice in pursuance of "The Pastoral Acts 1904 to 1929" by the said Commissioner on the said Lessee of any revaluation appeal to the said Commissioner by notice in writing against such revaluation and thereupon the matter shall be determined by arbitrators pursuant to the "Arbitration Acts 1891 and 1921" one arbitrator being appointed by the said Commissioner and the other by the Lessee **AND** the Lessee doth hereby covenant with His Majesty His Heirs and Successors and as separate covenants with the said Governor and with the Governor for the time being of the said State that the Lessee will during the continuance of this lease pay the rent hereinbefore reserved in manner aforesaid free and clear of all outgoings and deductions whatsoever **AND ALSO** that the Lessee will pay unto His Majesty at His Majesty's Treasury aforesaid the sum of One hundred and seventy four pounds (£174: 0: 0)

forty two

being the value of the improvements belonging to the Crown upon the lands hereby demised by instalments with interest at the rate of Nine pounds ten shillings and three pence (£9:10: 3)

on the first day of October yearly and

every year during the continuance of the term hereby granted **PROVIDED ALWAYS** that in the event of any instalment being unpaid for three calendar months after any date whereon the same ought to be paid the purchase-money and interest then remaining unpaid shall at the option of the said Commissioner become instantly due payable and recoverable and may be recovered by the said Commissioner by action in his own name in any Court of competent jurisdiction **AND ALSO** that the Lessee shall and will stock the land hereby demised with sheep in the proportion of at least five head for every square mile of land included in this lease or with cattle in the proportion of at least one head for every square mile and will keep the same so stocked at the least during the remainder of the said term hereby granted **PROVIDED** that the stocking with sheep and cattle combined shall satisfy this present covenant if the requisite number are kept one head of cattle being computed as equal to five head of sheep **AND ALSO** that the Lessee shall not at any time during the said term hereby granted overstock the land hereby leased or any part thereof or keep thereon any excessive number of sheep cattle horses or other stock which in the opinion of the said Commissioner or the Pastoral Board would have the effect of depreciating the ordinary capacity of the said land for depasturing stock **AND ALSO** that the Lessee shall at all times upon being thereunto required by the said Commissioner or the Pastoral Board furnish him or them with true particulars of the number of sheep and cattle with which the land hereby demised is stocked **AND ALSO** that the Lessee will expend such an amount in improvements on the said land to ensure that by the end of the fifth year of the lease the value of the improvements on the said land will be not less than ten pounds per square mile by the end of the thirteenth year the value will be a sum of not less than fifteen pounds per square mile and by the end of the twenty-first year of the term not less than twenty pounds per square mile **PROVIDED** that any improvements existing upon the said lands at the time of the granting of this lease shall be deemed to be improvements hereby required to be made and the value thereof shall be taken into account in estimating the amount hereby agreed to be expended **AND ALSO** that the Lessee will so long as any money shall remain owing by the Lessee in respect of the purchase-money of any improvements or any interest thereon keep in proper order repair and condition to the satisfaction of the Commissioner all such improvements in respect whereof any such money shall remain owing by the Lessee reasonable wear and tear excepted **AND ALSO** that the Lessee so long as any principal money or interest shall remain owing for any improvements will not pull down or remove from the land hereby demised or knowingly suffer to be pulled down or removed or wilfully or knowingly destroy damage or injure or suffer to be destroyed damaged or injured any such improvements without the consent of the said Commissioner in writing first had and obtained **AND ALSO** that it shall be lawful for the said Commissioner and all persons authorised by him at all times unrestrictedly to enter into and upon the said lands hereby demised and view and examine the state and condition thereof and of the improvements belonging to the Crown thereon and of all defects decays and wants of reparation contrary to the provisions herein contained as shall be then and there found to give to the Lessee or leave upon the said lands notice in writing requiring the Lessee to repair and amend the same within six calendar months then next following within which time the Lessee will repair and amend the same accordingly **AND ALSO** that the Lessee will permit all lawfully constituted Land Boards and the Pastoral Board for the time being and the members agents and officers thereof respectively or any of them at all times unrestrictedly to enter upon and examine the land and premises hereby demised **AND ALSO** that the Lessee will subject to the regulations for the time being in force under "The Mining Acts 1930 and 1931" or any other Act authorising the making of regulations permit every gold or mineral lessee or licensee holding a lease or licence under "The Mining Acts 1930 and 1931" or any other Act for the time being authorising the granting of gold or mineral leases or licences of or respecting any of the land hereby demised and all persons authorised by such lessee or licensee to have unrestricted access to and egress from the land comprised in such mineral lease or licence using however as far as reasonably can be the public roads paths and ways for the time being upon or over the said land or any part thereof **AND ALSO** that the Lessee shall if required by the said Commissioner permit the owner of a gold claim or mineral claim duly registered in terms of "The Mining Acts 1930 and 1931" and pegged out on the land hereby demised to take for mining and domestic purposes a reasonable quantity of water from any of the wells or dams on such lands on payment to the Lessee of fair and reasonable compensation to be determined in case of dispute by the said Commissioner **PROVIDED** that the quantity of water so taken shall not at any time be such as to deprive the Lessee of the quantity of water necessary for stock domestic and general station purposes **AND ALSO** that the Lessee shall if required by the said Commissioner supply water to other lessees of pastoral lands on such terms and conditions as may be determined by the said Commissioner pursuant to Part X. of "The Pastoral Act 1904" as amended by "The Pastoral Act Amendment Act 1929" **AND ALSO** that the Lessee shall supply water to stock travelling through the leased land in terms of Subsection (2) of Section 49e of "The Pastoral Act Amendment Act" 1937 of 1929 and that the Lessee shall also have the right to charge for water supplied at the rate of 1s. 3d. each 100 sheep

and 10s. for each 100 cattle **AND PROVIDED ALSO** that there shall be reserved to the Lessee the right to determine from what water supply the travelling stock are to take water and the water supply so determined shall not necessarily be that nearest to the most direct route through the leased land **AND ALSO** that the Lessee shall not nor will during the said term assign or sublet the whole or any part of the leased land without the consent of the Commissioner **PROVIDED** that the Commissioner shall not consent to an assignment or subletting of the whole of the leased land during the first five years of the term unless it is proved to his satisfaction that a refusal of consent would cause severe hardship **ALSO** the Commissioner shall not during the first ten years of the term consent to any assignment or subletting giving effect to a subdivision of the leased land into two or more parts unless it is proved to his satisfaction that a refusal of consent would cause severe hardship **ALSO** the Commissioner shall not at any time consent to any assignment or subletting giving effect to a subdivision of the leased land into two or more parts unless plans of the proposed subdivision have first been submitted to and approved by him and he is satisfied that the subdivision is such as would enable the best use to be made of all improvements waters and grazing areas **ALSO** if the consent of the Commissioner to any surrender transfer assignment or subletting of the whole or any part of the land is applied for at any time within the first ten years of the term of the lease and the lease is one in which the rent is fixed on a sliding scale or any variations of the rent is fixed for the first period of twenty-one years of the term then the Commissioner may if he thinks fit withhold his consent unless and until the Lessee has paid to the Lessor a sum equal to the difference between the amount payable under such sliding scale or variation for the period between the commencement of the lease and the date of the application for such consent and the total amount that would have been payable as rent for such period if the rent payable during such period had been fixed at the highest rate payable under the lease at any time during such period Subject to the preceding paragraphs of this proviso the Commissioner shall not capriciously withhold his consent to any assignment or subletting **AND ALSO** that the Lessee will so long as money shall remain owing by the Lessee in respect of any improvements belonging to the Crown and liable to be destroyed or damaged by fire insure and during the term hereby granted keep insured in some Insurance Office in Adelaide to be approved by the said Commissioner against loss or damage by fire all such improvements other than fencing in an amount equal to two-thirds of the amount for the time being owing to the Crown in respect thereof such insurance to be in the joint names of the 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 thereof and will forward to the said Commissioner the receipts for the premium payable in respect of every such policy within seven days after the same shall become 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 the said Commissioner in or about such insurance as aforesaid with interest thereon at the rate of Five 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 by the Lessee or the said Commissioner under any such insurance shall be laid out in reinstating (*pro tanto*) the premises in respect of which the same shall have been received **PROVIDED** that if the said Commissioner and the Lessee shall so agree the moneys so received or such part thereof as may be agreed upon shall in lieu of being laid out as last aforesaid be applied in reduction of the amount for the time being owing by the Lessee to the Crown in respect of such improvements **AND ALSO** that the Lessee will forthwith commence to destroy vermin on the said lands to the satisfaction of the said Commissioner or the Pastoral Board and will at all times during the said term use reasonable means to keep the said land free of vermin to the satisfaction of the said Commissioner or the Pastoral Board **ALSO** that the Lessee will neither erect nor suffer the erection of any brush fence upon the said lands **ALSO** that the Lessee will pay any amounts due on account of wire-netting vermin rates and wild dog rates **AND ALSO** that the Lessee will not during the said term without the licence in writing of the said Commissioner for every such purposes cut down any trees or other timber which are now or hereafter shall be growing upon the said lands except for improvements or firewood **AND ALSO** that the Lessee will not during the said term without the consent of the said Commissioner first obtained use any of the said lands for Agriculture **PROVIDED** that if such consent of the said Commissioner has been first obtained the said Commissioner may revalue the rent of any land

PLAN
of portion of
CROWN LANDS
referred to in
ANNEXED LEASE
N^o 1748
(BLOCK 886)

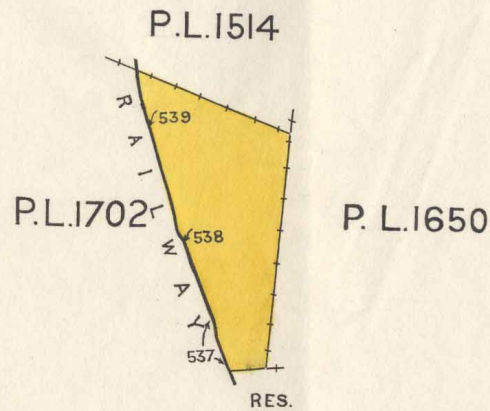
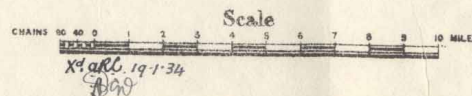


Diagram certified correct.

J. H. McNamee
Surveyor General.

Area 22 sq. miles.

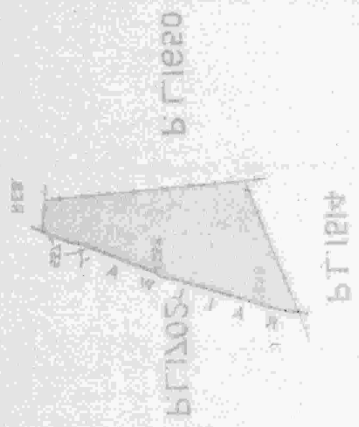
Fences shown thus. —+—+—+—



сделан по 55 метр
судно 210000000000



Длина судна 55 метр
сделан по 55 метр



СРОКИ ИМЕНИ
ЗАДАЧА РЕШЕНА
847100
(988000000)

Not to interfere with public roads.

Not to construct artesian bore.

Power of Commissioner to forfeit lease on non-payment of rent.

Tenant's Relief Board.

Resumption.

Lessee to have preferential right to occupy resumed land in certain circumstances.

Reduction of rent where land resumed.

Improvements to be valued.

Compensation on resumption.

Improvements to be paid for by incoming Lessee.

Public works not to be taken into account in computing compensation. Payment of compensation to be made within six months of the Lessee giving up possession.

Compensation to be determined by arbitration.

Marginal notes clause.

so used for Agriculture **PROVIDED ALSO** that none of the said lands shall be deemed to be used for Agriculture if the produce grown thereon is used solely for consumption on the said land **AND ALSO** that the Lessee will at all times comply with and observe the Regulations that may from time to time be made by the Governor with the advice of the Executive Council under "The Pastoral Acts 1904 to 1929" or any other Act him thereunto enabling and for the time being in force **AND ALSO** that the Lessee will make and furnish to the Commissioner or cause to be so made and furnished all such statements and returns as are required by any Act rule or regulation for the time being in force **AND ALSO** that the Lessee will not obstruct or interfere with any public roads paths or ways or the use thereof by any person **AND ALSO** that the Lessee or any other person will not without licence of the said Commissioner construct or commence to construct any artesian bore on the said land **AND ALSO** that the Lessee will not maintain enlarge or deepen any artesian bore on the said land unless the said Lessee obtains written permission from the said Commissioner given on the recommendation of the Pastoral Board **AND ALSO** that the Lessee will not enlarge or deepen as aforesaid any artesian bore otherwise than in accordance with any requirements imposed by the said written permission of the Commissioner given on the recommendation of the Pastoral Board **PROVIDED ALWAYS** that if the rent hereby reserved shall be in arrear for more than three calendar months after any of the days hereinafter appointed for payment thereof or if there shall be a breach or non-performance of any of the Lessee's covenants or conditions it shall be lawful for the said Commissioner to cancel this lease **PROVIDED** that if the rent hereby reserved be not paid on or before the days whereon the same is hereby made payable then a penalty of Ten Pounds per centum per annum on the amount of the rent unpaid may if the said Commissioner think fit be added and if such rent and penalty be not paid within one calendar month after the same shall become due the same shall be recoverable by the said Commissioner by action in his own name in any Court of competent jurisdiction **PROVIDED ALSO** that this lease shall not be forfeited until after the expiration of three months from the giving of a notice to the Lessee by the said Commissioner of his intention to forfeit the same and unless the said intention to forfeit shall have been previously approved by the Pastoral Board **PROVIDED ALSO** that the Lessee upon receiving notice of the said Commissioner's intention to forfeit this lease for the default in the observance or performance of any covenant or condition herein contained other than the covenant for payment of rent may apply pursuant to "The Pastoral Acts 1904 to 1929" or any other Act for the time being in force to the Tenant's Relief Board for relief **PROVIDED ALSO** and it is hereby expressly agreed and declared that the Governor of the said State shall and may by Proclamation published in the *Government Gazette* and notice in writing forwarded to the Lessee setting out the purpose for which the land is intended to be resumed at any time or from time to time hereafter determine this lease as to and resume possession of all or any part of the said lands if such land shall be required for intense culture or for the purposes of any public work such as railways tramways roads bridges public buildings water conservation works or the like or as a site for a town or cemetery or for mining or for residential sites commonage or other purposes incidental to mining or for park lands in which cases one month's notice of the intention to resume shall be given for all such purposes except for intense culture and where such resumption is for the purpose of intense culture one year's notice shall be given **PROVIDED ALSO** that immediately after notice for resumption for the purposes heretofore specified the said Commissioner may enter upon the lands hereby demised for the purpose of making any necessary surveys **PROVIDED ALSO** that if no portion of the land resumed for intense culture shall be used for intense culture for a period of two years from the date of the expiry of the notice of resumption the Lessee shall have the first right to a lease thereof upon the same terms and conditions as the land was held at the time of such resumption for the balance of the term hereby granted upon repayment by the Lessee of any compensation for such resumption **PROVIDED ALSO** that if a portion of the said lands shall be resumed for intense culture the Lessee may require the said Governor to resume the whole of the lands hereby demised in respect to which notice of such partial resumption shall be given **PROVIDED ALSO** that if any of the lands hereby demised shall be resumed for or in connection with mining and after such resumption be found to be not required for the purposes for which the same were resumed the Lessee shall have a preferential right to occupy during the residue of the term of this lease the lands so resumed and not required on such terms as may be prescribed by Act or regulation in that behalf **PROVIDED ALSO** and it is hereby agreed that for every square mile resumed there shall be deducted from and out of the yearly rental hereinbefore reserved the sum of

lands resumed **PROVIDED** that no reduction of rent be made for any resumption of half a mile or less but that for every resumption of a greater fractional part than half a mile the rent shall be reduced by the sum of

no period under half a year shall be taken into account and any period exceeding half a year shall be reckoned a whole year **PROVIDED ALSO** that within twelve calendar months before the expiration by effluxion of time of the term hereby granted all improvements (if any) existing upon the land hereby demised shall be valued so far as practicable in detail and the position of such improvements indicated on a plan to be prepared by the said Commissioner and signed by the said Commissioner and the Lessee **PROVIDED ALSO** that if any of the said land hereby demised shall be resumed the Lessee shall be compensated by the Government of the said State for the loss or depreciation in the value of this lease caused by such resumption and also in respect of such improvements as he would have been entitled to payment for from an incoming lessee if this lease had expired and the land had been relet as on the date of notice of resumption **PROVIDED ALWAYS** that no valuation shall be made of any improvements and no payment shall be made in respect to any improvements and no improvements shall be considered unless the Lessee prior to their construction has given written notice to the Commissioner stating the nature and position and the probable cost and date of completion thereof and the Commissioner has on the recommendation of the Pastoral Board consented to the making thereof and the Lessee after the completion thereof has furnished to the Commissioner a statement showing the details of the actual cost of such improvements **PROVIDED ALSO** that the provisions of the immediately preceding proviso shall not apply to any improvements under the value of twenty-five pounds or to any improvements consisting of wells reservoirs tanks or dams of a permanent character available for the use of cattle or sheep and which increase the carrying capacity of the land leased or substantial buildings vermin-proof or other fences or huts or sheds erected for residence shearing or other purposes usually required for or in connection with keeping livestock which the Pastoral Board certifies are useful and were made for the purpose of improving the land for pastoral purposes or for increasing the carrying capacity thereof and will have such effect **PROVIDED ALSO** that all machinery or appliances which in the opinion of the Pastoral Board arbitrators or umpire making a valuation shall be necessary for the purpose of raising or distributing after raising the water which may be attached or appurtenant to any well dam tank reservoir or natural water to be valued including all under and over ground tanks and troughs shall when approved by the valuator be included in the valuation of such Pastoral Board arbitrators or umpire **PROVIDED ALSO** that subject to the provisions of "The Pastoral Acts 1904 to 1929" at the expiration of the said term hereby granted the Lessee shall be entitled to receive from the incoming Lessee the value to be determined as provided by "The Pastoral Acts 1904 to 1929" of all improvements made or purchased by him existing upon such portions of the said lands hereby demised as may be comprised in the new lease **PROVIDED ALSO** that the purchase-money to be paid for improvements by the incoming Lessee whether afterwards

payable to the Lessee or not together with interest at the rate of five pounds per centum per annum on any amount overdue shall be a debt from the incoming Lessee to the said Commissioner **PROVIDED ALWAYS** that any moneys received by the said Commissioner from the incoming Lessee in respect of improvements made or paid for by the Lessee shall be paid over to the Lessee when he shall give up possession of the said land together with interest at the rate of three per cent. per annum from the time of the receipt of the purchase-money by the said Commissioner less all costs of and incidental to the recovery thereof and less all proper deductions for rent or compensation for loss or depreciation of such improvements or otherwise **PROVIDED ALWAYS** that such costs shall in no case exceed five per centum of the moneys so received by the said Commissioner **PROVIDED ALWAYS** that the Lessee and the incoming Lessee may mutually agree touching the amount to be paid to the Lessee for the improvements and the time and manner of payment thereof pursuant to "The Pastoral Acts 1904 to 1929" **PROVIDED ALSO** that on the termination of this lease all barbed wire and netting by which any fence the property of His Majesty's Government has been or shall during the term of this lease be vermin-proofed or dog-proofed by the Lessee at his own cost shall be and be deemed to be on such termination as aforesaid the property of the Lessee and shall at the termination of this lease be valued as provided in "The Pastoral Acts 1904 to 1929" and shall be paid for by any incoming Lessee of the land hereby leased **PROVIDED ALWAYS** that in computing the compensation to be paid for the loss of or depreciation in the value of this lease if the whole or any part of the said lands shall be resumed no increased value given to this lease by reason of any public works executed after the granting hereof shall be included or taken into account **PROVIDED ALSO** that as prescribed by "The Pastoral Acts 1904 to 1929" the amount payable for compensation for loss of or depreciation in value of this lease shall be paid within six calendar months after the expiry of the lease or resumption occasioning such loss or depreciation provided that the Lessee shall then have given up possession of the land resumed **PROVIDED ALSO** that in case the lands hereby demised shall not be offered by the said Commissioner for lease within six calendar months after the expiration of this lease the amount determined as provided of all improvements shall be paid by the said Commissioner to the Lessee upon the Lessee giving up possession thereof **PROVIDED ALSO** that all valuations of improvements or in respect of compensation made under these presents shall in case of dispute be determined pursuant to "The Arbitration Acts 1891 and 1921" **PROVIDED ALSO** it is a condition of this lease that the Lessee shall not be entitled to possession of the demised land until he shall have paid the first year's rent and fees and purchase-money for improvements or instalment of purchase-money for such improvements as may be agreed to by the Commissioner **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

S. A. D. Patterson

Signed sealed and delivered by the said Lessee in the presence of

J. Darcy

(over)

A.C.L. 1254233

Certificate No 1254233 of the
Commissioner of Crown Lands
whereby the rent of the within
lease No 1748 has been reduced
from the first day of October 1936 to
the thirtieth day of September 1939
with altered covenant as appears
by the said certificate. Produced
for registration the 27 day of January
1938 at 1 pm

of T. H. Miller Dep. Reg. Genl.

D.C.L. 1256213

THE WITHIN Lease No. 1748.....HAS
BEEEN LAWFULLY DETERMINED AS AP-
PEARS BY NOTICE FROM THE COMMISSIONER
OF CROWN LANDS No. 32,223.....PRODUCED
FOR REGISTRATION THE.....8.....DAY OF
November 1937 AT 1.30 P.M.
(No entry on file)
G. H. Miller DEP. REG. GENL.