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WESTERN AUSTRALIA
"THE TRANSFER OF LAND ACT 1893"

L E A S E

MELVILLE ROAD BOARD of Canning Highway, Bicton in the State of Western Australia (hereinafter called "the Lessor") being registered or entitled to be registered as the proprietor of an estate in fee simple in possession in the land hereinafter described subject to the encumbrances notified hereunder IN CONSIDERATION of the rents hereinafter reserved and the covenants on the part of THE BOY SCOUTS ASSOCIATION (W.A. SECTION) INCORPORATED of 45 King Street, Perth in the said State (hereinafter called "the Lessee") DOTH HEREBY LEASE to the Lessee-

DEMISED PREMISES

ALL THAT piece of land being Portion of Swan Location 61 and being Lot 323 on Plan 5059 and being the whole of the land comprised in Certificate of Title Volume 1109 Folio 959.

TO HOLD the same for a term of TWENTY (20) years commencing from the 1st day of February One thousand nine hundred and Fiftythree at an annual rental of one Peppercorn subject to determination as hereinafter provided and to the covenants conditions and stipulations hereinafter contained and to the covenants and powers implied under "The Transfer of Land Act

1895" unless hereby negatived or modified.

LESSEE'S COVENANTS

THE LESSEE HEREBY COVENANTS with the Lessor:

- (a) TO bear pay and discharge all charges for water light or power upon the demised premises or upon the owner or occupier in respect thereof or payable by either in respect thereof.
- (b) TO faithfully comply with all Municipal Health and all other by-laws and regulations affecting the demised land and premises and the purpose to which same is applied.
- (c) TO construct on the demised land a hall to be used for the purpose of the activities of the Lessee.
- (d) NOT to erect or build or permit to be erected or built on the demised land any building or structures, fences or other erections and not to make any additions to such buildings or structures, fences or erections without the consent in writing of the Lessor first had and obtained PROVIDED THAT any such building or structures, fences or erections or additions or alterations thereto approved by the Lessor shall be carried out in accordance with the plans elevations, sections and specifications previously approved by the Lessor or its surveyor or architect and the Lessee will pay all fees payable or

charged by the said surveyor or architect in relation to such approval.

- (e) TO execute any works hereinbefore covenanted to be executed and any future work approved by the Lessor in accordance with the provisions of any Statute, Act, By-laws or Regulations applicable thereto and to pay all fees and charges properly payable to any Government or Local Authority in relation thereto.
- (f) TO use the demised land and the buildings thereon for the purposes of its normal activities as aforesaid and for no other purpose whatsoever.
- (g) NOT to under any circumstances transfer sublet .. assign or mortgage the demised premises or the buildings thereon or any part thereof nor permit or suffer same to be occupied used or enjoyed by any person firm or body other than the Lessee itself to the intent . that the demised premises are leased to the Lessee . only exclusively for the purpose of carrying out is . activities. Section 4 of the Landlord and Tenant Act, 1912 is hereby expressly excluded PROVIDED THAT the .. Lessor may from time to time upon the written application of the Lessee permit the Lessee to allow any person or body to use the said land or any building either on one or more occasions but any such permission shall ... apply only for the occasion or occasions for which it is given.

(h) TO keep the exterior and interior of any buildings or structures which may be at any time erected on the said land and all additions to such buildings or structures and the Lessor's fixtures therein or ... thereon and all yards walls fences drains and appurtenances in good and substantial repair and condition fair wear and tear .. damage by fire storm and tempest only excepted.

* (i) AFTER the completion of any such building .. to keep all external and internal parts .. properly painted with good oil paint as often as shall be considered necessary by the .. architect of the Lessor.

* (j) TO keep the said land and all buildings and erections thereon clean and tidy and free from undergrowth weeds litter and rubbish.

* (k) TO keep all or any ornamental trees properly cared for watered and pruned and to keep all or any lawns properly cut and watered.

(m)

(l) TO insure and thenceforth keep insured in the joint names of the Lessor and Lessee all ... buildings erections and fixtures of an insurable nature from time to time erected or standing .

upon or affixed to the demised land against loss or damage by fire in some insurance office to be approved in writing by the Lessor to the full value thereof as determined from time to time by the surveyor or architect of the Lessor and to pay all premiums necessary for that purpose and whenever . required so to do to produce to the Lessor the policy or .. policies of insurance and the receipt for the current year's premium or premiums AND in case of fire for thwith out of .. the moneys received by virtue of any insurance to rebuild ... repair or other re-instate in a good and substantial manner... under the direction and to the satisfaction of the surveyor.. or architect for the time being of the Lessors any premises.. destroyed or damaged and to pay the fees of such surveyor AND that if the Lessee shall at any time fail to insure or keep.. insured the said premises or to produce the receipt for any premium upon request the Lessor may do all things necessary.. by it to effect or maintain such insurance and all moneys ... expended by it for the purpose shall be repaid by the Lessee with interest at the rate of FOUR POUNDS (£4.) per centum per annum on demand.

- (m) At all times to exercise or cause to be exercised proper ... supervision over all persons authorised by the Lessee using the demised land or any portion thereof for any other purpose whatsoever so as to ensure that any such person shall not do or cause to be done any act or thing contrary to any of the ..

Lessee's covenants herein contained or commit any act ..
which shall be a breach of any Act Statute By-Law or ...
Regulation relating to the said land or the use thereof.

(n) TO yield up the said land at the expiration of the term ..
hereby granted in good order and condition in accordance
with the covenants hereinbefore contained and to make good
any damage caused by the removal of any buildings or ...
structures removed by the Lessee and leave the said land .
clear of all debris and rubbish.

2 THE Lessor COVENANTS: with the Lessee-

(a) That the Lessee paying the rent hereby reserved and observ-
ing and performing the several covenants and stipulations .
herein on its part contained shall peaceably hold and en-
joy the demised premises during the said term without any..
interruption by the Lessor or any person rightfully claiming
under or in trust for it.

(b) That there being no then existing breach of any of the ..
covenants and stipulations on the part of the Lessee herein
contained or implied at the expiration of the term hereby..
granted or any extension thereof the Lessee shall be at ..
liberty to remove from the said land all buildings and ...
structures erected by it on the said land during the term ..
hereby granted.

3. PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that if
the rent hereby reserved or any part thereof shall be unpaid for ...

2 SEP 1953

Charles Fairman
GOVERNOR

twentyone (21) days after becoming payable (and after ..
formal demand therefor shall have been made) or if any
covenant on the Lessee's part herein contained shall not
be performed or observed or if the Lessee shall cease to
use the demised land for the purpose of its activities...
for a continuous period of six (6) months then and in any
of the said cases it shall be lawful for the Lessor at ..
any time thereafter to re-enter upon the demised premises
or any part thereof in the name of the whole and there-
upon this demise shall absolutely determine and all build-
ings and structures erected on the said land shall there-
upon become the sole property of the Lessor and the Lessee
shall have no right or claim for compensation in respect..
thereof or to remove the same.

IN WITNESS WHEREOF the parties hereto have hereunto
set their hands this 11th day of July 1953.

THE COMMON SEAL of MELVILLE ROAD BOARD
was hereto affixed this 11th day of
July 1953 pursuant to a Resolut-
ion passed the 24th day of February 1953
in the presence of:

Al B. Brack Chairman

J. E. Green Secretary

THE COMMON SEAL of the BOY SCOUTS ASSOC-
TATION (V.A. SECTION) INCORPORATED was
hereunto affixed by authority of the
State Executive, in the presence of:

Al Jones
SECRETARY

R. G. Hope
TRUSTEE

B. G. H. A. [Signature]
TRUSTEE



APPROVED
[Signature]
Minister for Water Supply