

Regulations under the City Area Leases Ordinance 1936.

I, THOMAS PATERSON, Minister of State for the Interior, in pursuance of the powers conferred upon me by the *City Area Leases Ordinance 1936*, hereby make the following Regulations.

Dated this twenty-eighth day of July, 1936.

T. PATERSON
Minister of State for the Interior.

CITY AREA LEASES REGULATIONS.

1. These Regulations may be cited as the *City Area Leases* Short title.
Regulations.
2. In these Regulations, unless the contrary intention appears—
Definition.
“the Ordinance” means the *City Area Leases Ordinance 1936*,
and, if that Ordinance is amended, includes that Ordinance
as so amended.
- 3.—(1.) A lease may be in the form in the Schedule to these Form of lease.
Regulations.

(2.) A lease shall contain such of the covenants included in that
form, or such of those covenants as modified, as the Minister thinks
necessary or advisable, and may contain such other covenants as the
Minister thinks necessary or advisable.
4. The Minister may, at all reasonable times and in any reasonable Power of entry
manner, enter upon the land included in any lease and inspect the land on leased lands.
and any improvements thereon.
5. Every lease shall reserve unto the Commonwealth all minerals Reservation of
and that reservation shall be read as a reservation to the Common- minerals.
wealth of all minerals and mineral substances in or on the leased land,
including gold, silver, copper, tin, metals, ores and substances containing
metals, gems, precious stones, coal, limestone, shale, mineral oils,
valuable earths and substances, stone, clay, gravel and sand.
6. The Minister may, without payment of compensation, enter upon Right to
the land included in any lease and may thereon or therein construct and construct and
maintain sewers, drains, and connexions therewith, and electric power maintain
and gas mains and sub-mains and connexions therewith, and other like sewers, &c.
services, and may make such excavations and construct such works as
are necessary or convenient for those purposes.
7. Where moneys are due and unpaid under a lease, the Minister Recovery of
suing in his official name may sue for and recover from the lessee the moneys due
amount of the moneys due before a Court of competent jurisdiction. under lease.
8. If, after a lease has been determined, the lessee or any person Recovery of
apparently in occupation or possession of the land fails on demand possession of
by the Minister to deliver up possession thereof, the Court of Petty land after
Sessions may, on the application of the Minister, issue a warrant determination
authorizing any member of the Police Force, within a period of of lease.
not more than thirty days from the date of the warrant, to enter on the
land, by force and with such assistance as is necessary, and deliver
possession thereof to the Minister.

THE SCHEDULE.

THE COMMONWEALTH OF AUSTRALIA.

THE TERRITORY FOR THE SEAT OF GOVERNMENT.

The City Area Leases Ordinance 1936.

LEASE granted pursuant to the *City Area Leases Ordinance 1936* and the *City Area Leases Regulations* thereunder on the _____ day of _____

One thousand nine hundred and _____

WHEREBY the Commonwealth of Australia (hereinafter called the "Commonwealth") grants to _____

of _____ (hereinafter called "the lessee")

ALL THAT piece or parcel of land the property of the Commonwealth situate in the City Area in the Territory for the Seat of Government containing an area of _____ or thereabouts and being _____

and being the land shown by pink colour on the plan endorsed hereon RESERVING unto the Commonwealth all minerals To HOLD unto the lessee for the term of _____ years commencing on the _____ day of _____

One thousand nine hundred and _____ to be used by the lessee for* _____

* Here set out purposes. If business only or residential and business, set out class of business allowed.

only YIELDING AND PAYING THEREFOR during the first twenty (20) years of the said term rent at the rate of _____ per annum and after the expiration of the said first twenty years during the remainder of the said term rent at the rate of Five pounds per centum per annum of the unimproved value of the land as determined from time to time upon re-appraisalment of the said value under any Statute Ordinance or Regulation.

1. THE lessee covenants with the Commonwealth as follows:—

(a) That the lessee will in respect of the first year of the said term pay to the Minister or to such person as may be authorized by the Minister for that purpose the rent hereby reserved in advance without any deduction whatsoever and that the lessee will during the remainder of the said term pay the rent hereby reserved quarterly in advance to the Minister or to such person as may from time to time be authorized by the Minister for that purpose without any deduction whatsoever—the first quarterly payment to be made at the expiration of one year from the date of the commencement of the said term;

(b) That the lessee will pay to the Minister or to such person as may be authorized as aforesaid as additional rent a sum at the rate of Eight pounds per centum (8%) per annum accruing from day to day on any amount of rent payable under this lease 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 payment is made—such additional rent to be added to and paid with the said amount of rent;

† Here state period.

(c) That the lessee will within† _____ from the commencement of the said term or within such further time as may be approved in writing by the Minister for that purpose commence to erect one building (only with necessary and usual outbuildings and fences) on the said land at a cost not less than the sum of _____ pounds and in accordance with plans and specifications prepared by the lessee and previously submitted to and approved in writing by the Minister and that the lessee will complete the erection of the said building at a cost not less than the said sum and in accordance with the said plans and specifications and in accordance with any Statute Ordinance or Regulation within† _____ from the commencement of the said term or within such further time as may be approved in writing by the Minister;

(d) That the lessee will at all times during the said term maintain repair and keep in repair all buildings and erections on the said land all to the satisfaction of the Minister;

(e) That the lessee will not without the previous approval in writing of the Minister erect any building on the said land or make any structural alterations in any building erected on the said land;

(f) To use the land for _____ only.

* Here set out purposes. If business only or residential and business, set out class of business allowed.

(g) If and whenever the lessee fails to repair or keep in repair any building or erection on the said land the Minister may by notice in writing to the lessee specifying the wants of repairs require the lessee to effect repairs in accordance with the said notice or to remove the building or erection and if after the expiration of one calendar month from the date of the said notice or such longer time as the Minister may in writing allow, the lessee has not effected the said repairs or removed the building or erection the Minister or any person or persons duly authorized by the Minister in that behalf with or without carts or other vehicles horses or other animals may enter upon the said land and effect the said repairs or (if the Minister is of opinion the building or erection is beyond reasonable repair) may demolish and remove the building or erection and all expenses incurred by the Minister in effecting such repairs or in demolishing and removing the building or erection shall be paid by the lessee to the Minister 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 Minister in that behalf to enter upon the said land at all reasonable times and in any reasonable manner and inspect the land and any buildings erections and improvements thereon;

2. THE Commonwealth covenants with the lessee—

- (a) That the lessee may at any time upon payment of all rent and other moneys due to the Commonwealth under this lease surrender this lease to the Commonwealth but the lessee shall not be entitled to receive any compensation from the Commonwealth in respect of such surrender or in respect of any buildings erections or improvements upon the said land;
- (b) That the unimproved value of the land shall be re-appraised for the purpose of determining the rent payable under this lease only in the twentieth year of the term of this lease and in every twentieth year thereafter;

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

(a) That if—

- (i) any rent payable under this lease shall remain unpaid for twelve calendar months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or
- (ii) a building in accordance with sub-clause (c) of clause 1 of this lease is not commenced and completed within the periods specified in the said sub-clause; or
- (iii) after completion of a building as aforesaid the land is at any time not used for a period of two years for the main* purpose for which this lease is granted,
- the Commonwealth may determine this lease but without prejudice to any claim which the Commonwealth 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 acceptance of rent by the Commonwealth during or after any period referred to in paragraph (ii) or (iii) of sub-clause (a) of this clause shall not prevent or impede the exercise by the Commonwealth of the powers conferred upon it by sub-clause (a) of this clause;
- (c) If at the expiration of this lease the Minister shall have decided not to subdivide the said land and that it is not required for any Commonwealth purpose and shall have declared the land to be available for lease the lessee shall be entitled to a further lease of the said land for such further term and at such rent and subject to such conditions (including re-appraisal of rent) as may then be provided or permitted by Statute Ordinance or Regulation. If the Minister shall have decided to re-subdivide the said land the lessee shall be entitled to a lease under the Statutes Ordinances and Regulations then in force of any one block which forms part of the said land and which the Minister shall have declared to be available for lease;
- (d) That in this lease the expression "Minister" shall mean the Minister of State for the Interior of the Commonwealth or his successor in office the Minister of State for the Commonwealth for the time being administering the City Area Leases Ordinances or the member of the Executive Council of the Commonwealth for the time being performing the duties of such Minister and shall include the authority or person for the time being authorized by the Minister or by law to exercise the powers and functions of the Minister under the City Area Leases Ordinances;
- (e) That any notice requirement demand consent or other communication to be given to or served upon the lessee by the Commonwealth or the Minister under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Minister and delivered to or sent in a prepaid letter addressed to the lessee at the said land or at the usual or last named address of the lessee, or affixed in a conspicuous position on the said land;
- (f) That if the lessee shall consist of one person the word "lessee" shall where the context so admits or requires be deemed to include the lessee and the executors administrators and assigns of the lessee;
- (g) That if the lessee shall consist of two or more persons the word "lessee" 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 assigns;
- (h) That if the lessee shall be a corporation the word "lessee" shall where the context so admits or requires be deemed to include such corporation and its successors and assigns.

* Omit the word "main" where lease is for residential purposes only.

IN WITNESS whereof this Lease has been executed in the name of the Commonwealth of Australia by a person thereto authorized by and under the *City Area Leases Ordinance 1936* and by the lessee.

SIGNED SEALED AND DELIVERED
by the said authorized
person in the presence of—

SIGNED SEALED AND DELIVERED
by the lessee in the
presence of—