

Dated *Fourth* day of *November* 19 27 .

The Commonwealth of Australia

TO

HAROLD MITCHELL EVANS.

Lease

OF

DRILL HALL PREMISES :
BRACKENFIELD : TASMANIA.

An Agreement made the Fourth day of November One thousand nine hundred and twentyseven

BETWEEN THE COMMONWEALTH OF AUSTRALIA (hereinafter called the

(1) Name of lessor. "lessor") of the one part and (2) HAROLD MITCHELL EVANS
(3) Address. of (3) Wild Street, Beaconsfield,
(4) Name of St. in the State of (4) Tasmania (5) Storekeeper
(5) Occupation. (hereinafter called the "lessee") of the other part WHEREBY—

(6) Description of premises. 1. THE lessor lets and the lessee takes all those premises situate (6) at the corner of Shaw and Pyke Streets, BEACONSFIELD

(7) Known as in the said State and (7) known as the Drill Hall premises

(8) Term.—The term is to be used only for leases for a term not exceeding 1 year certain in South Australia or for a term less than 3 years certain in any other State (7) for three years the term certain can be expressed as three years less one day). (8) One (1) year

(9) Commencement. (9) certain commencing on the First day of November One thousand nine hundred and twentyseven

(10) Rent. (10) at the (10) annual rental of Five pounds Five shillings and — pence (£ 5 10 0)

(11) Payment. (11) payable (11) quarterly in advance (and proportionately for any part of (11) quarter) on the (11) First

(12) Days of payment. (12) and days of November, February, May, August in each year during the continuance of the tenancy the first of such payments having been made on or before the execution hereof AND in the event of the lessee continuing in occupation of the premises after the expiration of the said term without any demand in writing for possession thereof having been made by the lessor the premises shall be held by the lessee under a tenancy determinable at any time upon twenty-eight days' previous notice in writing being given by either party to the other and the rent shall be apportioned if necessary up to the date of such determination.

2. THE lessee agrees with the lessor as follows:—
(a) To pay the said rent on the days and in the manner aforesaid.
(b) To pay all rates taxes assessments and outgoings of every kind levied or assessed on or in respect of the said premises if any are legally levied or assessed.
(c) To keep the said premises during the tenancy and to yield the same up upon the expiration or determination thereof in as good repair and condition as the same are now in (reasonable wear and tear and damage by fire storm tempest flood or earthquake excepted).

- (d) To permit any responsible officer or officers of the lessor to enter upon the said premises and view the state of repair thereof at all reasonable times.
- (e) To repair within one calendar month from the date of notice all wants of repair which upon such views shall be found and for the amendment of which notice in writing shall be left upon the said premises provided that such notice be in accordance with the above covenant to repair.

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(f) Not to assign underlet or part with the possession of the said premises without the consent in writing of the Secretary Department of ~~Home Works~~ **Home Works & Railways** ~~and Territories~~ of the Commonwealth of Australia.

- (g) To use the said premises for **Club and Social** - - - - - purposes only.
- (h) To insure the said premises in the name of the Commonwealth against fire, for the sum of Seven hundred pounds (£700).

3. THE lessor agrees with the lessee as follows —

- (a) That subject to clause 2 (c) hereof it shall be lawful for the lessee on or before the expiration or other determination of the tenancy to take down remove and carry away all fixtures or erections which the lessee shall or may during the tenancy have affixed created or set up to or upon the said premises or any part thereof unless the lessor shall have previously paid or undertaken to pay to the lessee the value thereof to be ascertained by agreement or by arbitration in the manner hereinafter provided.
- (b) That the lessee paying the rent and observing and performing the stipulations on the part of the lessee to be observed and performed shall during the tenancy quietly enjoy the said premises without interruption by the lessor or any person lawfully claiming under or in trust for the lessor.

4. IT IS MUTUALLY AGREED as follows:—

- (a) That if any rent shall be fourteen days in arrear (whether such rent shall have been legally demanded or not) or if the lessee shall omit to observe or perform any of the stipulations on the part of the lessee to be observed or performed the lessor may re-enter upon the said premises or upon any part thereof in the name of the whole and the tenancy shall thereupon determine but without prejudice to any claim which the lessor may have against the lessee in respect of any breach of the stipulations on the part of the lessee to be observed and performed.
- (b) That if the said premises shall at any time during the continuance of the tenancy be destroyed damaged or rendered uninhabitable by fire storm tempest flood or earthquake then the rent hereby reserved or a proportionate part thereof according to the extent of the damage shall be suspended until the said premises shall be reinstated and again rendered fit for habitation and use and if any question shall arise whether the said premises or any part thereof shall have become uninhabitable or unfit for use by reason of fire storm tempest flood or earthquake within the meaning of this agreement or what proportion of rent ought to be suspended on account thereof such question shall be referred to two arbitrators one to be appointed by each party and such reference shall be considered a reference to arbitration within the meaning of the laws of the said State for the time being in force relating to arbitration.

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- (c) That any notice to be served by the lessor on the lessee under this Agreement shall be deemed to have been duly served by or on behalf of the lessor if signed by or on behalf of the ~~Commonwealth of Australia~~ **Commonwealth of Australia** ~~and Territories~~ ^{Secretary of Home Works and Railways} or the Secretary of the Department of ~~Home Works and Territories~~ **Home Works and Railways** of the Commonwealth of Australia and sent in a prepaid registered letter addressed to the lessee at the usual or last known address of the lessee.

- (d) That if the party of the second part shall consist of one person the word "lessee" shall where the context so admits or requires be deemed to include the party of the second part and the heirs executors administrators and permitted assigns of such party.
- (e) That if the party of the second part 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 of the second part and each of them and their and each of their heirs executors administrators and permitted assigns.
- (f) That if the party of the second part 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 permitted assigns.
- (g) Each party to this agreement shall bear his own costs PROVIDED HOWEVER that the lessee shall pay all registration fees (if any) payable on the registration of this agreement.

IN WITNESS whereof the Solicitor-General of the Commonwealth of Australia for and on behalf of the said Commonwealth hath hereunto set his hand and the lessee hath hereunto set his hand the day and year first above written.

SIGNED by the Solicitor-General of
the Commonwealth of Australia for
and on behalf of the said Common-
wealth in the presence of

W. G. Morgan

M. C. McNeill
Acting for SECRETARY ATTORNEY GENERAL'S OFFICE

Signed by the lessee in the
presence of

H. M. Evans
Martin. E. Hogan