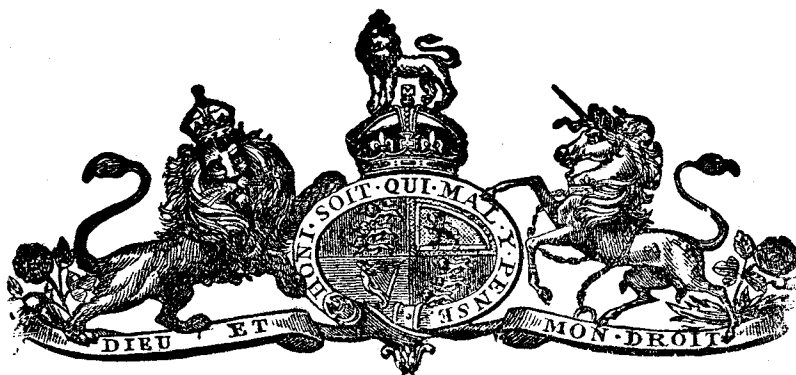


TASMANIA.



1925.

ANNO SEXTO DECIMO

GEORGI V. REGIS.

No. 44.

ANALYSIS.

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| 1. Short title and incorporation with
4 Geo. V. No. 39.
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3. Capital values and rentals of allotments to be re-fixed and re-determined by the Board and the Minister respectively. | 4. Board to notify lessees of amended capital values and rentals.
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AN ACT relating to certain Allotments of Land situate in the vicinity of Scottsdale, in Tasmania, disposed of by way of Lease under the provisions of the Closer Settlement Act, 1913, and known as "The Forester Settlements, Blocks Nos. 1, 2, and 3."

A.D.
1925.

[11 December, 1925.]

WHEREAS the several allotments of land situate in the vicinity of Scottsdale, in Tasmania, comprising the area of Crown land known as the Forester Settlements, Blocks Nos. 1, 2, and 3, were some time since disposed of to certain persons by way of lease under and subject to the provisions of the Principal Act:

PREAMBLE.

And whereas certain of the said allotments have reverted to the Crown, either by the forfeiture or surrender of the leases thereof, and the remaining allotments are still held by the lessees thereof under their respective leases:

Forester Settlements (Blocks Nos. 1, 2, and 3).

A.D. 1925.

And whereas the capital values and rentals of the said allotments were, at the time of the leasing thereof, fixed and determined in accordance with the provisions of the Principal Act :

And whereas it has been ascertained by the Board, and reported to the Minister, that the capital values and rentals so fixed and determined as aforesaid are greatly in excess of the amounts that should reasonably be demanded in respect of the said allotments, and that such of the said allotments as are still held on lease are not capable of affording a means of livelihood for the lessees thereof :

And whereas it is desirable that the said capital values and rentals of all the said allotments should be re-fixed and re-determined, and that the terms and conditions of the existing leases should be modified in accordance with such re-fixing and re-determining, and in other respects to render such terms and conditions more fair and equitable :

Be it therefore enacted by His Excellency the Governor of Tasmania, by and with the advice and consent of the Legislative Council and House of Assembly, in Parliament assembled, as follows :—

Short title and
incorporation
with 4 Geo. V.
No. 39.

1 This Act may be cited as “The Forester Settlements (Blocks Nos. 1, 2, and 3) Act, 1925,” and shall be read and construed as one with the Closer Settlement Act, 1913 (herein called “the Principal Act”).

Interpretation.

2 In this Act, unless the context otherwise indicates or requires—

“The said allotments” means the allotments comprising the area of Crown land referred to in the preamble to this Act, and which area is more particularly described in the schedule to this Act.

Capital values
and rentals of
allotments to be
re-fixed and
re-determined by
the Board and
the Minister
respectively.

3 The Board shall, as soon as practicable after the commencement of this Act, re-fix the capital values of all the said allotments at such amounts as the Board shall consider to be fair and reasonable, and the Minister shall, forthwith after such re-fixing, re-determine the rentals to be paid for the same, having regard to the capital values so re-fixed as aforesaid.

Board to notify
lessees of
amended
capital values
and rentals.

4 So soon as the capital values and rentals of the said allotments have been re-fixed and re-determined as aforesaid the Board shall serve by post on the lessee (if any) of each such allotment a notice informing him of the amounts at which the capital value and rental thereof have been respectively so re-fixed and re-determined, and, notwithstanding anything contained in the Principal Act to the contrary, such amounts shall, as from the first day of February, one thousand nine hundred and twenty-five, be deemed to be substituted in the lease of such allotment in lieu of the amounts respectively mentioned in such lease.

Relief of lessees
from obligations
as to personal
residence.

5 The non-compliance by the lessee of any of the said allotments with—

- I. Any of the provisions of the Principal Act : or
- II. Any of the terms and conditions of his lease—

Forester Settlements (Blocks Nos. 1, 2, and 3).

with respect to personal residence on such allotment, whether such non-compliance occurred before the commencement of this Act or shall hereafter occur, shall not constitute, or be deemed to have constituted, a breach of the Principal Act, or of the terms or conditions of the lease.

A.D. 1925.

6—(1) It shall be lawful for the Minister, on the recommendation of the Board, at any time after the capital value of any allotment has been re-fixed by the Board as provided by this Act, to sell such allotment to the lessee thereof (if any) at such price, and either for cash or on credit, or partly for cash and partly on credit, and on such terms and conditions in all respects as the Minister, on the recommendation of the Board, shall determine, having regard to the capital value thereof so re-fixed as aforesaid; and in determining such price the Minister may, on such recommendation as aforesaid, include as part thereof the amount of all principal moneys (if any) advanced to the lessee under the Principal Act and then owing by him, and all interest, rent, and other moneys then owing by the lessee to the Minister in respect of the said allotment.

Minister may sell allotments to lessees upon such terms as he thinks fit.

(2) Upon the sale of any of the said allotments to the lessee thereof under the provisions of Subsection (1) hereof, the lessee shall be relieved of any liability for the payment of the principal, interest, rent, and other moneys (if any) included in the price of such allotment, other than the liability for the payment of the same as constituting part of such price.

7 Until the sale by the Minister of any of the said allotments to the lessee thereof, the lease of such allotment shall continue in force subject to the provisions of the Principal Act as modified or altered by this Act.

Existing leases to continue in force.

SCHEDULE.

COUNTY OF DORSET.

PARISHES OF PAYANNA AND KAMONA.

Forester Settlements, (1, 2, and 3.)

Commencing at the west angle of Lot 10 leased to R. Williams on Pearly Brook and bounded by the north-west and north boundaries of that lot by the west and north boundaries of Lot 9 leased to K. Williams by the north-west boundary of Lots 7, 5, and 4 leased to R. B. Newitt R. H. Linton and W. Glennon respectively by the north-east boundary of the lastmentioned lot by the north-east boundary of Lot 1 occupied by W. Glennon by the north-east boundary of Lot 14 leased to C. A. Brown by the north-east and east boundaries of Lot 19 leased to H. Blackmore by the north boundary of Lot 26A leased to the Tasmanian Timber and Tramway Company Limited by the north and an east boundary of Lot 32A leased to J. A. Gofton and Company Proprietary Limited by part of the north boundary of Lot 34A by the

Forester Settlements (Blocks Nos. 1, 2, and 3).

A.D. 1925.

north boundary of Lot 35A by part of the west and the north boundary of Lot 36A by part of the west by the north and east boundaries of Lot 37A to the Crown reservation on Boobyalla River by that reservation to the east boundary of Lot 2 119a. Or. 9p. purchased by A. W. Loone by part of that boundary and by the north and west boundaries of that lot by the west boundary of Lot 1 130a. Or. 36p. leased to E. Jentzsch by the west boundary of 99a. Or. 15p. purchased by J. Sharp by the west boundary of 99a. 3r. 22p. purchased by M. Walsh by part of the east boundary of Lot 25A formerly leased to A. E. Simmons by the east and south boundaries of Lot 1B by part of the south boundary of Lot 2B by an east by the south and west boundaries of Lot 4B by part of the south boundary of Lot 5B by a south by a west and again by a south boundary of Lot 6B by the south boundary of Lots 7B 8B and 9B to the Crown reservation on the Arnon River by that reservation to the north boundary of the lastmentioned lot by that boundary and the north boundary of Lot 8B to Kamona Creek by that creek after crossing the same to the south-east angle of Lot 4A thence by a westerly line recrossing that creek and the Crown reservation to and along the south boundary of Lot 38A leased to J. Davis by the west and south-west boundaries of that land to the Crown reservation on Kamona Creek aforesaid by that reservation to a reserved road by that road and by the south-east boundary of another reserved road to the west boundary of Lot 4A by part of that boundary and by the west and part of the north boundary of Lot 3A by the west boundary of Lot 2A by part of the south by the east and north boundaries of 99a. 3r. 31p. purchased by M. Gould by the west boundary of 12a. Or. 25p. recreation reserve by part of the west boundary of Lot 28 by the west the south and north-west boundaries of Lot 25 leased to E. Brown to Fern Creek by that creek after crossing the same to Pearly Brook aforesaid and thence by that brook to the point of commencement.