

THIS DEED made the THIRTEENTH day of

JUNE

One thousand nine hundred and sixty-one

B E T W E E N THE TARA HOSPITALS BOARD a Corporation

duly constituted under "The Hospitals Acts, 1936 to 1955"

(hereinafter called "The Board") of the one part and

W. D. WALKER of Tara Medical Superintendent to the

Board with a right of private practice (hereinafter called

"the Licensee") of the other part Witnesseth that the Board

DOTH HEREBY GRANT unto the Licensee an exclusive licence

to use all that piece of land being part of the Medical

Superintendent's house block on the Tara Hospital Reserve

as set out in red in the sketch plan annexed hereto and

measuring approximately 30 feet by 20 feet (hereinafter called

"the land") upon under and subject to the following terms

conditions stipulations and restrictions, that is to say:-

1. The Licensee agrees with the Board -

(a) To pay to the Board a licence fee of 1/- per annum if and when demanded.

(b) To erect on the land at his own expense a building to contain a surgery and waiting room (hereinafter called "the building") such building any any additions or alterations thereto to be constructed or made in accordance with plans approved by the Board and in accordance with the by-laws of the local authority having jurisdiction in the area. Subject to Clause 6 hereof the building shall remain the property of the Licensee.

(c) To use the land and building for the purpose of carrying out the Licensee's profession of a medical practitioner and for no other purpose whatsoever and not to permit or suffer to be carried on in or upon the said property any noxious noisome or offensive act trade business

STAMP DUTY occupation or calling.

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- (d) At his own expense to maintain the building in good and substantial repair and condition to the satisfaction of the Board, fair wear and tear excepted.
- (e) Not to do or suffer to be done on the said land anything whereby the insurance on the building or any of the buildings of the Board may be refused or cancelled or the premium in respect of such insurance increased.
- (f) To comply in all respects with all statutes ordinances by-laws regulations and rules relating to public health in force in the area in which the land is situated.
- (g) To permit any person duly authorised in that behalf by the Board at all reasonable hours to enter upon the land and building and to view the condition thereof and to give or leave notice in writing thereon for the Licensee of all defects and want of repair there found and within fourteen days after the date of such notice at his expense well and sufficiently to repair and make good such defects and wants of repair notice whereof shall have been so given or left.
- (h) To keep the said land free from noxious weeds and not to use it or the building in any way likely to cause annoyance or inconvenience to neighbouring owners or occupiers including the Board.
- (i) At the expiration or sooner determination of this Licence, subject to clause 6 hereof, to yield up the land in the same order and condition as it now is.
- (j) To pay in addition to the licence fee hereinbefore referred to any general, water, sanitary, and cleansing rates which may be levied or

assessed by any competent authority in respect of the land and will on demand by any person duly authorised in that behalf by the Board produce for inspection receipts evidencing the payment of such rates.

2. The Board agrees with the Licensee that it will permit the Licensee during the period of the Licence hereby granted, so long as the Licensee punctually pays the Licence fee, general, water, sanitary and cleansing rates levied on the land as hereinbefore provided and observed and complies with all the terms conditions stipulations and restrictions herein expressed and on the Licensee's part to be performed or observed quitely to enjoy the said land without any disturbance by the Board or any of its agents or servants.
3. This Licence is not capable of being assigned.
4. If the Licensee shall fail or neglect or refuse to perform or observe any of the terms conditions stipulations or restrictions in these presents contained or hereby or by any law implied and on the part of the Licensee to be performed or observed then and in any such case and without prejudice to any other remedy which may accrue or may have accrued to the Board and notwithstanding that the Board may have previously refused or neglected to take advantage of a breach or breaches of a like nature the Board may forthwith at any time thereafter revoke this Licence.
5. This Licence shall commence on the THIRTEENTH day of JUNE One thousand nine hundred and SIXTYONE and subject to the limitations herein contained shall continue in full force and effect for a period of one year and thereafter until revoked by three calendar months notice by either party to the other. Provided that this Licence shall ipso facto be revoked upon the Licensee ceasing to be Medical Superintendent to the Board or ceasing to use the building in connection with his profession of a medical practitioner.

6. Upon the expiration or earlier determination of this Licence the Licensee shall, subject to any claims by the Board be at liberty to remove the building and fixtures therein and shall in such case restore the land to its original condition. Provided however that if the building and fixtures and any contents therein are not removed within three months from the date of the expiration or determination of this licence or within such further time as the Board may, at its discretion, allow they shall become the property of the Board without payment by the Board of any compensation whatsoever therefor.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year hereinbefore appearing.

The Seal of the Tara Hospitals Board was hereinto affixed by

[Signature] the
Chairman of the Board in the
presence of [Signature]
the Secretary of the Board.



Signed sealed and delivered by

W _____ D _____

WALKER in the presence of

_____ A Justice of the Peace.

sch4p4(6) Personal information

[Signature] J.P.

APPROVED in pursuance of the provisions of Section 185(2) of "The Land Acts, 1910 to 1961".

Dated at BRISBANE this

28th

day of March 1962.

sch4p4(6) Personal information

Minister for Public Lands and Irrigation.

7703



All Communications to be
addressed to The Secretary.

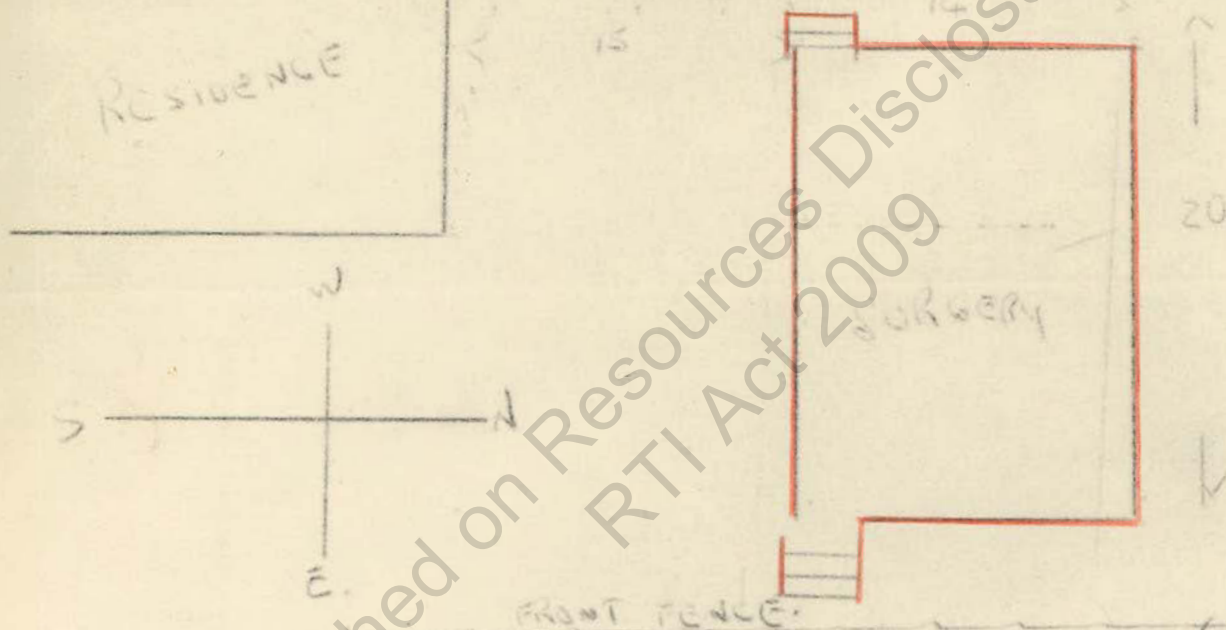
In reply please quote
this Number:

TARA

Hospitals Board.

March 5th 62

Sketch plan of Surgery in relation to
M.O.'s Residence



Secretary

J. Moore

Release