



Department of Energy, Environment and Climate Action

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Chairperson
Gunaikurnai Land and Waters Aboriginal Corporation

Email: notifications@glawac.com.au

Date: 9 January 2026
Our Reference: 53G\PP2679

Dear Chairperson,

**RE: NOTICE CONCERNING PRE-EXISTING RIGHT (RIGHT TO COMMENT)
CONVERSION OF AN IMPROVEMENT PURCHASE LEASE TO FREEHOLD TITLE – RICHARD
STANLEY CHESTER**

The Proposal

Mr Richard Stanley Chester has sought approval to convert his Improvement Purchase Lease, which commenced in 1968, to freehold title under Section 157 of the *Land Act 1958*.

The Purchase Lease was issued over Crown Allotment 53G, Parish of Glenmaggie, comprising of approximately 26.88 hectares and located on Old Joes Road, Seaton.

Mr Chester has met the terms of his lease and can be granted freehold title under Section 157 of the *Land Act 1958*.

The location of the area subject to Improvement Purchase Lease is outlined in the following attachments:

- Cadastral Plan showing Crown allotment descriptions, as shown outlined in red.
- Aerial Imagery Plan showing Crown allotment descriptions, as shown outlined in red.
- Improvement Purchase Lease - (V1208 F681), relevant section outlined in blue.
- Section 157 of the *Land Act 1958*, relevant section outlined in blue.

Description of The Native Title Land and Waters Affected

Crown allotment Crown Allotment 53G (53G\PP2679), Parish of Glenmaggie.

This allotment of Crown land is unreserved Crown land.

The above area is subject to a recommendation from the Land Conservation Council (predecessor to the now Victorian Environmental Assessment Council), *Gippsland Lake Hinterland Area (1983) – V1c – Uncategorised Public Land*

Seeking Your Comments

The *Native Title Act 1993* (NTA) requires DEECA to consult and seek comments from the Traditional Owners of Native Title lands on the proposed future act, and you are now invited to provide comments within 40 days of the date of this notification.

Please note that the proposed grant of freehold title will extinguish native title.

Should you wish to discuss this proposal please contact Christina Lancaster at the following details.

Christina Lancaster
Program Officer
Land and Built Environment, Gippsland
Department of Energy, Environment and Climate Action
Email: christina.lancaster@deeca.vic.gov.au
Phone: 0448 469 501

Legislative Basis for this Notice

The proposed conversion of an Improvement Purchase Lease to freehold title is valid under Subdivision IB of the *Native Title Act 1993* (NTA) which allows for pre-existing right-based acts to occur.

In instances where the act consists of the grant of freehold or confers a right of exclusive possession (which extinguishes native title rights and interests), it is necessary that formal procedural notice be given to any registered claimant and to any registered Representative Body.

In this case the proposal is the grant of freehold that has come about through a pre-existing right.

The proposed grant of freehold title will extinguish native title.

Christina Lancaster
Program Officer
Land and Built Environment, Gippsland
Department of Energy, Environment and Climate Action

Date of Notice: 9 January 2026



1: 5,000

Map Created on 09-Jan-2026

Disclaimer: This map is a snapshot generated from Victorian Government data. This material may be of assistance to you but the State of Victoria does not guarantee that the publication is without flaw of any kind or is wholly appropriate for your particular purposes and therefore disclaims all liability for error, loss or damage which may arise from reliance upon it. All persons accessing this information should make appropriate enquiries to assess the currency of the data.



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[Signature] Assistant Registrar of Titles.

IMPROVEMENT PURCHASE LEASE

Land Act 1958

This Lease

dated in accordance with the Land Act the first day of August One thousand nine hundred and sixty-eight is made BETWEEN His Excellency ^{Lieutenant-General The Honorable Sir Edmund Francis Herring K.C.M.G., K.B.E., D.S.O., M.C., E.D.} the Governor of the State of Victoria and its Dependencies in the Commonwealth of Australia by and with the advice of the Executive Council of the said State (hereinafter called "the Governor in Council") in the name of and on behalf of HER MAJESTY QUEEN ELIZABETH II. of the one part and **RICHARD STANLEY CHESTER of Glenmaggie Farm Manager** of the other part

(hereinafter called "the lessee") of the other part WHEREAS the lessee has applied for an improvement purchase lease of the land hereinafter described and the Governor in Council on the recommendation of the Minister of Lands (hereinafter called "the Minister") has agreed to grant this lease subject to the covenants and conditions hereinafter contained NOW THIS LEASE WITNESSETH as follows:—

1. In consideration of the rent hereinafter reserved and of the covenants and conditions and provisions hereinafter contained and on the part of the lessee to be performed and observed the Governor in Council **Doth Hereby Grant and Demise** unto the lessee the surface and down to the depth of FIFTY feet below the surface of ALL THAT piece of land in the said State containing **sixty-six acres three roods and eight perches more or less being Allotment fifty-three^G in the Parish of Glenmaggie County of Tanjil**

delineated and colored yellow in the map in the margin hereof TOGETHER with the right to sink wells for water and to the use for all purposes of any wells and springs now or hereafter upon the said land as though this lease had been granted without any limitation as to depth PROVIDED that this lease is granted subject to—

(a) the reservation to Her said Majesty of—

- (i) all gold silver uranium thorium and minerals within the meaning of the *Mines Act* 1958 and petroleum within the meaning of the *Petroleum Act* 1958 (hereinafter called "the reserved minerals");
- (ii) rights of access for the purpose of searching for and obtaining the reserved minerals in any part of the said land;
- (iii) rights for access and for pipe-lines works and other purposes necessary for obtaining and conveying on and from the said land any of the reserved minerals which is obtained in any part of the said land;

(b) the right to resume the said land for mining purposes pursuant to section 205 of the *Land Act* 1958;

(c) the right of any person being the holder of a miner's right or of a mining lease or mineral lease under the *Mines Act* 1958 or any corresponding previous enactment to enter upon the said land and to mine for gold or minerals within the meaning of that Act and to erect and occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those under which such a person has now the right to mine for gold and silver in and upon Crown lands provided that compensation as prescribed by Part II. of that Act is paid for surface damage to be done to the said land by reason of mining thereon.

TO HAVE AND TO HOLD the demised land unto the lessee from the date hereof for the term of TWENTY years YIELDING AND PAYING the yearly rent of **Ten dollars and five cents**

by equal annual payments on the **first** day of **August** in each year the first payment being due on the date hereof.

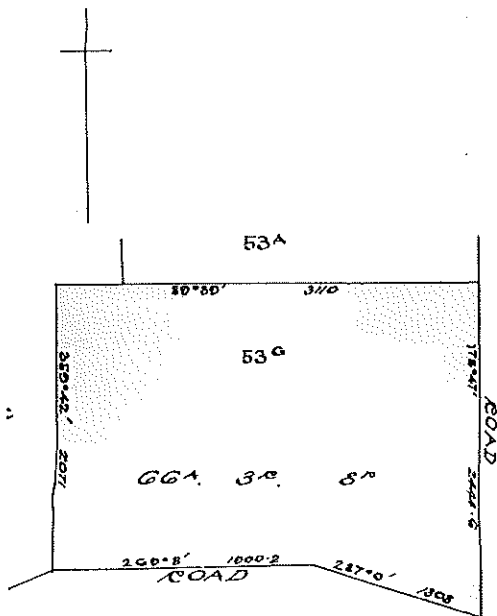
2. The lessee to the intent that the obligations may continue throughout the said term HEREBY COVENANTS with Her said Majesty that the lessee will—

- (a) pay the rent hereby reserved upon the days hereinbefore appointed for the payment thereof free from all deductions whatsoever;
- (b) pay all taxes rates duties charges assessments impositions and outgoings and bear and discharge all obligations whether under statute or otherwise now or hereafter imposed upon or in respect of the demised land or upon either the owner or occupier or partly upon each in respect of the demised land or any part thereof or the rent hereby reserved;
- (c) during the first six years of the said term (hereinafter called "the initial period") carry out on the demised land the land improvements of a value determined by the Minister and specified in the First Schedule hereto;
- (d) commence to carry out the said land improvements within twelve months from the date hereof;

NOTE.—The bearings and measurements are approximately given in this plan. The measurements are in links.

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- (e) within three years of the date hereof carry out land improvements to at least a quarter of the value specified in the First Schedule hereto;
- (f) occupy the demised land by residing in person on or within twenty-five miles of the demised land for a period of at least three years during the initial period;
- (g) at once and to the satisfaction of the Minister commence and continue to destroy and suppress on the demised land all animals and birds declared to be vermin and all plants declared to be noxious weeds under the *Vermin and Noxious Weeds Act 1958* and keep the demised land free from vermin and noxious weeds to the satisfaction of the Minister;
- (h) keep in good condition and repair to the satisfaction of the Minister all buildings fences and permanent improvements for the time being on the demised land;
- (i) pay to Her said Majesty by annual instalments such proportion as the Minister determines of the cost of any road (whether constructed before or after the date hereof) which in the opinion of the Minister benefits the demised land;
- (j) perform and observe the covenants and conditions contained in the Second Schedule hereto;
- (k) not sell transfer assign sublet or part with possession of the demised land; unless and until the Minister has certified that all covenants and conditions of the lease during the initial period have been performed and complied with and a certificate of compliance to this effect has been endorsed on the lease;
- (l) not without the consent in writing of the Minister mortgage or charge his interest in the demised land or the improvements unless a certificate of compliance has been endorsed on the lease.

3. PROVIDED ALWAYS and it is hereby agreed that:

- (a) this lease is subject to the provisions of the *Land Act 1958* (hereinafter called "the Act");
- (b) if the lessee has become the lessee in violation of any of the provisions of the Act or if the lessee commits any breach of or fails to comply with any of the covenants or conditions of this lease the Governor in Council may subject to the provisions of section 159 of the Act declare this lease to be forfeited and thereupon Her said Majesty by her authorized agents or officers may enter into and upon and repossess the demised land as fully and effectually as if this lease had not been granted and for the purpose of so doing it shall be lawful for Her said Majesty by her authorized agents or officers without any demand whatsoever to enter upon the demised land and for ever to expel and remove therefrom the lessee and all persons claiming through or under the lessee without any legal process whatsoever and as effectually as any sheriff might do in case Her said Majesty had obtained judgment for recovery of possession thereof and a writ of possession or other process had issued on the judgment directed to the sheriff in due form of law and in case of entry as aforesaid and any proceedings being taken in respect thereof by any person whomsoever the defendants to the proceedings may plead leave and licence in bar thereof and these presents shall be conclusive evidence of the leave and licence of the lessee and all persons claiming from through or under the lessee to Her said Majesty and her authorized agents and officers for the entry;
- (c) the lessee shall for the purposes of any enactment imposing any obligation on the owners of land be deemed to be the owner of the demised land;
- (d) any bailiff of Crown lands and any person appointed for the purpose by the Minister may at any time enter upon the demised land to ascertain whether the covenants and conditions herein contained are being performed and observed by the lessee;
- (e) the Minister may, if he is satisfied that the lessee by reason of drought flood personal ill-health or other misfortune is unable to make any annual payment of rent or any annual instalment of any amount payable under the lease on account of the cost of construction of any road, suspend the payment for such period as he thinks fit and thereupon the term hereof shall be extended by the like period;
- (f) the lessee shall be entitled to a grant in fee simple of the demised land (subject to such covenants conditions exceptions and reservations as the Governor in Council may direct and to any registered encumbrance in respect of this lease or the demised land) at any time after the expiration of the period of six years from the date hereof if—
 - (i) land improvements to the value specified in the First Schedule hereto have been carried out;
 - (ii) the Minister has certified that all covenants and conditions of the lease during the initial period have been performed and complied with and a certificate of compliance to this effect has been endorsed on the lease; and
 - (iii) the lessee has paid to Her said Majesty a sum equal to the amount of twenty annual payments of rent as aforesaid and the total amount (if any) payable under the lease on account of the cost of construction of any road, together with the fees for the time being prescribed in respect of the issue and registration of the grant;
- (g) the said land or any part thereof may be resumed by Her said Majesty for any of the purposes specified in section 14 of the *Land Act 1958* upon publication of a notice of resumption in the *Victoria Government Gazette* and thereupon this lease shall cease and determine as to the land described in the notice of resumption;
- (h) upon resumption as provided in the last preceding paragraph—
 - (i) the said yearly rent shall be reduced to such amount as is determined by the Governor in Council on the recommendation of the Minister;
 - (ii) the covenants conditions and provisoes herein contained shall continue in force in relation to the land so remaining; and
 - (iii) compensation shall be paid to the lessee for the value of his interest in the land so resumed and in case of dispute as to the amount of compensation the dispute shall be referred to two arbitrators one appointed by the Governor in Council and the other by the lessee; then the assessment of such compensation shall be referred for determination by an independent arbitrator or arbitrators to be appointed by the Governor in Council and the lessee in accordance with the *Arbitration Act 1958* of the said State;
- (i) any notice or demand to be served upon or given to the lessee under this lease shall be deemed to have been duly served or given if sent by registered post to the lessee's address hereinbefore set out or to the latest address which the lessee in any communication with the Minister purports to have and shall be deemed to have been served or given at the time when in the ordinary course of post it would have been delivered; and
- (j) in the construction of these presents unless inconsistent with the context or subject matter—
 - (i) The expression "Her said Majesty" includes the heirs and successors of Her Majesty Queen Elizabeth II;
 - (ii) The expression "Governor in Council" includes any person for the time being administering the Government of Victoria with the advice of the Executive Council;
 - (iii) The expression "the lessee" shall have one or other of the following meanings (as the case may require) namely:—
 - (1) if one person is designated by that expression it shall include the executors administrators and assigns of the said person; or
 - (2) if two or more persons are designated by that expression it shall be construed as referring jointly and severally to those persons and shall include their executors administrators and assigns; or
 - (3) if a body corporate is designated by that expression it shall include its successors and assigns;
 - (iv) If two or more persons constitute the lessee the covenants and agreements contained in this lease shall be construed as having been entered into by and shall bind jointly and severally all and each of the persons who constitute the lessee;
 - (v) Any reference to any Act or section thereof shall apply to any statutory amendment modification or re-enactment thereof for the time being in force.

THE FIRST SCHEDULE

Land improvements to the value of \$700.00 to be carried out on the demised land by the lessee during the initial period.

"Land improvements" means -

- (a) the clearing, draining or grading of land together with the sowing of annual or fodder crops or of grass or pasture or the planting of orchards or vineyards;
- (b) the preparation of land for any such sowing or planting;
- (c) the improvement of the soil and the maintenance of its condition.

THE SECOND SCHEDULE

It is an express condition which shall operate during the initial period of this lease and no longer that subject to the right of the lessee to any live or dead timber that may be required by him for fencing building or domestic purposes on the land hereby demised timber thereon shall be reserved to the Crown. The Minister may permit the lessee to dispose of marketable timber not required as aforesaid subject to the payment of such royalty as may be decided when such permission is given.

and General The Honorable Sir Edmund Francis Herring K.C.M.G., K.B.E., D.S.O., M.C., E.D., Lieutenant Governor of the State of Victoria and its Dependencies has at Melbourne on behalf of Her said Majesty

In Witness whereof His said Excellency the Governor of the State of Victoria and its Dependencies has at Melbourne on behalf of Her said Majesty caused this lease to be sealed with the Seal of the said State and the lessee has executed this lease.

S. F. Herring

Signed Sealed and Delivered by the lessee in the presence of—

(Witness to sign here) *Ann Banks*

R. L. B. Hester
(Lessee to sign here)

I hereby certify that all covenants and conditions of the within lease have during the initial period thereof been performed and complied with.



Minister of Lands

Dated the tenth day of September, 1974.

An endorsement under the Hand of THE MINISTER OF LANDS made on the duplicate lease, indicates that all the conditions and covenants of the within lease, during the first six years thereof have been complied with.

16 SEP 1974



A. C. Brooks, Government Printer, Melbourne

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As to issue of
Crown grant.
No. 5981 s. 7.

157. The Governor in Council shall issue a Crown grant of the land leased at any time after the expiration of the initial period if—

- (a) the land improvements required to be effected by the Board have been effected;
- (b) the lessee has established his permanent home in accordance with the conditions of the improvement purchase lease; and
- (c) the total amount of purchase price and other fees have been paid.

Power to
Board to
accept
surrender of
lease in
certain
events.
No. 5981 s. 8.

158. (1) The Board may on behalf of Her Majesty at any time within twelve months after the granting of the lease accept a surrender of the lease if the Board is satisfied that the lessee is unable to carry out and perform the conditions and covenants of his lease because of reasons or circumstances beyond his control.

(2) The surrender of the lease under this section shall not render any person ineligible to apply for an improvement purchase lease of any other land available.

Power to
Governor in
Council to
forfeit leases.
No. 5981 s. 9.

159. (1) The Governor in Council may, if the Minister after a public hearing under section thirty-four of this Act is satisfied that the lessee has become the lessee in violation of any of the provisions of this Division or that the lessee has broken any of the conditions or covenants of his lease, declare the lease to be forfeited.

(2) Upon the publication in the *Government Gazette* of such declaration the interest created by the said lease shall cease and determine and the right and title of the said lessee in and to such lease and the land therein described and all moneys paid thereunder shall be absolutely forfeited.

Power to
lessee to
remove
certain
improvements
on forfeiture
of lease.

(3) Where any lease under this Division is so forfeited by the Governor in Council the lessee may unless prohibited by the terms of the declaration forfeiting the lease within thirty days of the publication of such declaration remove any structural improvements erected by him but shall have no other claim whatsoever in respect of or arising out of the forfeiture of any such lease.

As to
assignment of
leases in
certain cases.
No. 5981
s. 10.

160. Notwithstanding anything in this Division or in any lease granted hereunder—

- (a) if the lessee dies during the initial period the Board shall permit the executor or administrator of such lessee to assign such lease to any person who is eligible to apply for a lease under this Division; and
- (b) if the lessee—
 - (i) becomes bankrupt or assigns his estate for the benefit of or compounds with his creditors; or