

WESTERN AUSTRALIA.



ANNO QUINTO

GEORGI QUINTI REGIS,

XIV.

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No. 14 of 1914.

AN ACT to confirm, ratify, and give legal effect to an Agreement made between the Minister for Lands and Emanuel Francis Benjamin and his assigns, dated the twenty-sixth day of June, nineteen hundred and fourteen.

[Assented to 8th September, 1914.]

WHEREAS the Agreement set out in the schedule hereto was entered into by the Minister for Lands with Emanuel Francis Benjamin and his assigns, subject to the confirmation and ratification of Parliament, and it is desirable that Parliament should ratify, confirm, and give legal effect to the said agreement: Be it therefore enacted by the King's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and Legislative Assembly of Western Australia, in this present Parliament assembled, and by the authority of the same, as follows:—

Preamble.

1. This Act may be cited as the *Kingia Grass Tree Concession Confirmation Act, 1914.* Short title.

Ratification of  
Agreement.

**2.** The Agreement set out in the schedule hereto is hereby ratified and confirmed.

Legal effect of  
Agreement.

**3.** The said Agreement shall have effect according to its tenor, and the license purporting to be thereby granted and all stipulations which purport to be thereby entered into by the said Minister shall be binding on His Majesty; and the terms, agreements, stipulations, conditions, and provisions agreed to or entered into, or purporting to be agreed to or entered into by the said Emanuel Francis Benjamin shall be binding on the said Emanuel Francis Benjamin, his executors, administrators, and assigns, and may be enforced against him and them by action or other appropriate proceeding instituted by or on behalf of His Majesty.

**THE SCHEDULE.**

AN AGREEMENT made the twenty-sixth day of June One thousand nine hundred and fourteen between the Honourable THOMAS HENRY BATH Member of the Legislative Assembly Minister for Lands acting on behalf of the Government of Western Australia (hereinafter referred to as "the Minister" which term shall include the Minister for Lands in office for the time being) of the one part and EMANUEL FRANCIS BENJAMIN of Perth Western Australia (hereinafter called "the Licensee" which term includes the transferees of the Licensee) of the other part as follows:—

1. Subject as hereinafter provided and to the conditions hereinafter expressed the Minister grants to the Licensee the exclusive right for the term of twenty-one years from the first day of July One thousand nine hundred and fourteen to clear remove export and utilise for the purposes of treating for or converting into any commercial product the Kingia Grass Tree growing or being upon Crown lands within the meaning of those words in the Land Act 1898 inclusive of lands held under Pastoral Leases Timber Leases and Sawmilling permits having an aggregate area of approximately five hundred thousand acres delineated in four plans deposited in the Department of Lands and Surveys and numbered respectively Melbourne 414 and 415 and Wellington 355 and 356 and thereon bordered brown (copies of the said plans being hereto annexed) and hereinafter referred to as the said lands Provided that so far as the said lands are the subject of any reserve timber lease timber concession saw-milling permit or any other lease concession or license whatsoever from the Crown the right hereby granted shall be exercisable only with the consent of the Minister Lessee Concessionary Permit-holder or Licensee as the case may be Provided nevertheless and it is hereby agreed and declared that so far as the Licensee may within three months of the ratification of this Agreement by Parliament select in a manner satisfactory to the Minister land other than the land the subject of this Agreement not being the subject of any Reserve Conditional Purchase Lease Pastoral Lease or other lease or occupation nor of any contract of sale agreement to lease nor of any timber license concession saw-milling permit or other disposal of land under the provisions of the Land Act 1898 or any amendment thereof the same shall thereby be and be deemed to be substituted for an equal or greater area of land as determined by the Minister and at the time of such selection held in tenure from the Crown by any third party and included within the present grant and in respect of which the consent or permission to the Licensee hereinbefore mentioned shall not have been given And provided that the Licensee shall be restricted in such selection to blocks having an area of not less than ten thousand acres And provided that the right hereby conferred shall not extend to other species of Xanthorrhœa than the Kingia Grass Trees for any purpose whatsoever And provided that the Minister reserves the right to grant licenses to other persons to cut and remove any Kingia Grass Tree growing or being upon the said lands for use solely for domestic purposes or for fuel to be used within the State but not for use elsewhere or for other purposes Provided also that the Governor or the Minister may at any time and from time to time reserve for any public purpose and exclude from the operation of this grant or sell or grant or demise with or without the right of purchase under the provision of the Land Act 1898 or any amendment thereof any portions of the said lands and thereupon all rights conferred on the Licensee by this Agreement shall in respect of such portion or portions of the said lands so reserved or disposed of cease and determine Provided that no reservation sale lease or other grant shall affect the Licensee's possession or occupation under this Agreement of the land the subject thereof in the event of the Lessee obtaining in writing the permission or consents hereinbefore prescribed nor until the expiration of the three months' notice in writing by the Minister to the Licensee of the intended reservation sale lease or other grant aforesaid.

2. The Licensee shall within six months of the date of the confirmation by Parliament of this Agreement as hereinafter provided substantially commence operations and within nine months from such date expend the sum of not less than two thousand five hundred pounds in the provision within the State of a

plant or plants machinery implements and appliances for treating the Kingia Grass Tree or converting the same into commercial products and within twelve months from the expiration of the said nine months expend a further sum of Two thousand five hundred pounds in manner aforesaid.

3. The Licensee shall as from the date of the confirmation by Parliament of this Agreement pay to the Minister a rent of Two hundred and fifty pounds per annum the first year's rent to be paid within twelve months of such date and all subsequent rent by equal half-yearly instalments in accordance with provisions of the Land Act 1898 relating to rents. Provided that the Licensee shall receive credit for all rents so paid against his obligation to pay royalty as herein-after provided.

4. The Licensee shall pay to the Minister a royalty of sixpence for every ton of Kingia Grass Trees removed from the said lands.

5. Statements in writing to the satisfaction of the Minister verified by statutory declaration shall be furnished by the licensee or his agent to the Minister from time to time during the continuance of this Agreement setting forth the gross tonnage of all Kingia Grass Trees removed by the Licensee on or from the said lands. Such statements shall be furnished one at least in every three months and the amount of royalty payable on all Kingia Grass Trees removed as set forth by each statement shall be paid by the Licensee to the Minister as and when each statement is furnished.

6. The Licensee shall whenever required by the Minister so to do furnish returns verified by statutory declaration giving full information as to the sums expended in the provision of plant for the industry during any specified period and shall allow the Minister or his agents to inspect the Licensee's books so far as necessary to verify the statements in the returns to be furnished.

7. The Licensee shall have no right to compensation on the exercise by the Governor or the Minister of the powers reserved by the provision in Clause 1 of this Agreement.

8. This Agreement shall not be transferred mortgaged or otherwise dealt with by the Licensee without the consent in writing of the Minister first obtained.

9. Annual Licenses may on application of the Licensee be granted by the Minister under the Timber Regulations in force for the time being and in his discretion whereby the Licensee shall be authorised by licensed employees to clear grub and remove Kingia Grass tree from other Crown lands in addition to the lands hereinbefore described but subject to the payment by the Licensee of a royalty of sixpence for every ton of Kingia Grass Trees removed by the Licensee and to such other conditions as the Minister may prescribe but such annual licenses shall not confer upon the Licensee any right to the exclusion of other persons.

10. Provided always and this Agreement is made upon the express condition that if and whenever the rent or royalty hereby reserved shall be in arrear for thirty days whether the same shall be demanded or not or if and whenever there shall be a breach or non-compliance with any of the conditions herein contained and to be observed by the Licensee and such breach or non-compliance shall continue for one month after notice thereof in writing shall have been sent by registered post by the Minister to the Licensee at his address as stated in this Agreement or such other address as may be endorsed hereon at the request in writing of the Licensee in lieu thereof the Minister may in his discretion notwithstanding the waiver of any previous breach of condition by notice in writing sent by registered post to the Licensee at his address as aforesaid revoke all rights granted by this Agreement and thereupon this Agreement shall absolutely be determined and all improvements upon the said lands shall become the property of the Crown except such as are capable of removal and are in fact removed within three months after such revocation.

11. The Licensee shall on the signing of this Agreement deposit with the Minister the sum of Five hundred pounds or a bank guarantee for that amount as security for the due performance by the Licensee of this Agreement such sum to be forfeited to the Crown on default by the Licensee and the determination of

this Agreement under the provisions of Clause 10 Provided that on proof to the satisfaction of the Minister that the Licensee has expended the sum of One thousand pounds in the *bona fide* exploitation of the products the Minister may in his discretion permit the deposit to be applied to the furtherance of the Licensee's industry.

12. Any dispute or matter in difference under this Agreement between the Minister and the Licensee shall be referred to arbitration under the provisions of the Arbitration Act 1895.

13. This Agreement is entered into subject to confirmation by the Parliament of Western Australia and it shall not have effect (except as to the obligation to make the deposit as described by Clause 12) until such confirmation is obtained and if such confirmation is not obtained before the thirty-first day of December One thousand nine hundred and fourteen this Agreement shall be void and the said deposit shall be returned.

As witness the hands of the parties hereto the day and year first hereinbefore written.

Signed and sealed by WILLIAM CHARLES ANGWIN,  
for the said THOMAS HENRY BATH, in the } W. C. ANGWIN.  
presence of,— } [L.S.]  
C. G. MORRIS.

Signed by the said EMANUEL FRANCIS BENJAMIN,  
in the presence of,— } E. FRANCIS BENJAMIN  
C. G. MORRIS. } [L.S.]