

COLLIE RECREATION AND PARK LANDS.

5° GEO. VI., No. IX.

No. 9 of 1941.

AN ACT to vest certain land in the Collie Recreation and Park Lands Board; to amend the Collie Recreation and Park Lands Act, 1931, and for other purposes incidental thereto.

[Assented to 20th October, 1941.]

BE it enacted by the King's Most Excellent Majesty, by and with the advice and consent of the Legis-

lative Council and Legislative Assembly of Western Australia, in this present Parliament assembled, and by the authority of the same, as follows:—

Short title.

1. This Act may be cited as the *Collie Recreation and Park Lands Act Amendment Act*, 1941, and shall be read as one with the *Collie Recreation and Park Lands Act*, 1931 (No. 1 of 1931), hereinafter referred to as the principal Act.

Amendment
of s. 7.

2. Section seven of the principal Act is amended as follows:—

- (a) by deleting from subsection (1) the word “schedules” in line one of the said subsection and inserting in lieu thereof the words “First Schedule and Second Schedule respectively;”
- (b) by inserting in subsection (2) after the word “board” in line four of the said subsection the words “by subsection (1) of this section;”
- (c) by inserting in subsection (3) after the word “board” in line three of the said subsection the words “by subsection (1) of this section;”
- (d) by adding at the end of the section a new subsection as follows:—

(4) (a) All rights of property heretofore held in the land described in the Third Schedule to this Act, being reserve 7685, under a ninety-nine years’ lease granted to certain persons as trustees of the Collie Race Club and at present held by Frederick Howie, of Collie, farmer, as the sole surviving trustee of the said Collie Race Club, shall, as from the commencement of this subsection, absolutely cease and determine, and the said lease shall be cancelled;

(b) As from the commencement of this subsection, but subject as hereinafter provided, the land described in the Third Schedule to this Act, being reserve 7685, is hereby vested in the board for an estate in fee simple in trust for the purposes of recreation

and park lands, but subject to this Act.

Provided that the board shall hold the land hereby vested in it as afore-said upon and subject to the terms and conditions and stipulations of an agreement made the twenty-fifth day of November, one thousand nine hundred and forty, between Collie Recreation and Park Lands Board of the one part, Frederick Howie of Collie, farmer, as Trustee for the Collie Race Club, of the second part, and James Alfred Rowland, of Collie, jeweller, and Leonard Oliver Siggs, of Collie, chemist, as Trustees of the Collie Golf Club, of the third part, a copy of which agreement is set forth in the Fourth Schedule to this Act.

- (c) On the application in writing under the common seal of the board the Registrar of Titles shall register the board as the proprietor in fee simple in possession of the land which by this subsection is vested in the board and issue a certificate of title accordingly.

3. Schedules are added to the principal Act after the Second Schedule, as follows:— New schedules.

THIRD SCHEDULE.

All that piece of land comprised in reserve 7685, being that portion of land bounded by lines starting from a point situate south 38 chains 95 links and west 16 chains 27 links from the western corner of Collie town lot 294 and extending $180^{\circ} 4' 38$ chains, thence $296^{\circ} 38' 33$ chains 54 links, thence $270^{\circ} 4' 10$ chains, thence $0^{\circ} 4' 23$ chains, and thence $90^{\circ} 4' 40$ chains to the starting point.

Bearings are true or thereabouts, and measurements more or less.

FOURTH SCHEDULE.

1940.

WESTERN AUSTRALIA.

AN AGREEMENT made the 25th day of November one thousand nine hundred and forty BETWEEN COLLIE RECREATION and PARK LANDS BOARD a body corporate under the provisions of

Collie Recreation and Park Lands Act 1931 Western Australia of the one part and FREDERICK HOWIE of in the said State Farmer as Trustee for the Collie Race Club of the second part and JAMES ALFRED ROWLAND of Collie in the said State Jeweller and LEONARD OLIVER SIGGS of Collie aforesaid Chemist as Trustees of the Collie Golf Club of the third part. WHEREAS it has been proposed to place the Collie Racecourse under the control of the Collie Recreation and Park Lands Board subject to certain conditions and stipulations as hereinafter appear. AND WHEREAS the Honourable Minister for Lands in the said State has approved subject to the Execution of this Agreement of a Bill being introduced in Parliament to amend the Collie Recreation and Park Lands Act 1931 for the purpose of giving effect to the placing of the Collie Race Club under the control of the Collie Recreation and Park Lands Board. AND WHEREAS by Indenture dated the 26th day of November one thousand nine hundred and thirty-four the Trustees of the said Collie Race Club leased to the Trustees of the said Collie Golf Club ALL THAT the land in the said Lease described being Wellington Location 1314, being the land coloured green on the plan in the said Lease containing 114 acres 2 roods approximately for the balance of the term thereof still remaining under a Lease dated the 25th day of July one thousand nine hundred and two between the Crown as Lessor and the Collie Race Club as Lessee made pursuant to Western Australia Statute 56 Victoria No. 14 Section 18 and registered thereunder in Volume CCL Folio 111 AND WHEREAS it is an express condition set forth by the Honourable Minister for Lands that this Agreement be duly entered into and executed by the parties hereto before the hereinbefore referred to Bill to amend the Collie Recreation and Park Lands Act 1931 shall be introduced.

NOW THEREFORE in consideration of the premises THIS AGREEMENT WITNESSETH as follows:—

1. THAT the Lease Agreement dated the 26th day of November one thousand nine hundred and thirty-four with all its terms conditions covenants and stipulations as between the parties hereto namely the Trustee of the Collie Race Club and the Trustees of the Collie Golf Club shall be recognised and approved by the Collie Recreation and Park Lands Board.

2. THAT all or any moneys now or hereinafter due under the provisions of the Agreement dated the 26th day of November one thousand nine hundred and thirty-four by the Collie Golf Club to the Collie Race Club shall be paid to the Collie Race Club as heretofore and no claim demand suit action or proceeding shall at any time be taken by the Collie Recreation and Park Lands Board in respect thereof.

3. THAT in the event of the racing track on the said lands being at any time during the currency hereof required by the Collie Race Club for the purpose of the training of horses or the use of the said racing track being required by the said Collie Race Club then and in each of such cases the said Collie Race Club shall have the use thereof for such purpose only free of charge: PROVIDED HOWEVER that such use free of charge of the said racing track shall only apply for

the training of race-horses that are registered with the Western Australian Turf Club and owned or leased by members of Collie Race Club: AND PROVIDED FURTHER that the said track is in no way altered or damaged during such use and in event of any damage resulting from the use thereof the said Collie Racing Club shall pay and compensate the said Collie Recreation and Park Lands Board in respect thereof.

4. THAT the Collie Race Club shall retain the right to use the Race Course for the purpose of conducting race meetings at all times subject to their giving reasonable notice in writing of their intention in that regard to the said Board at any time and from time to time AND that there shall be no charge made to the said Club for such usage save and except that the said Collie Race Club may be charged a reasonable income or sum on future capital expenditure laid out or incurred to improve the said Race Course and the facilities thereto should the said Race Club desire so to use the said Race Course or conduct race meetings at any time hereafter.

5. The said Board may without incurring any liability therefor to the said Race Club or the said Collie Golf Club at any time hereafter alter improve or in any manner change the design or laying out of the said Race Course provided that such change or alteration does not prejudice the said Race Club and the said Golf Club in their or either of their rights of usage or otherwise hereunder as reserved by this Agreement.

6. ANY notice or demand required under this Agreement required to be given to any of the parties hereto shall be given in writing and served either personally on all or any of the Trustees herein mentioned or the Secretary of the said Board or by sending the same through the post by registered letter addressed to the party to be served at his their or its last known place of abode business or registered office.

7. ALL or any disputes or dispute which shall arise between the parties hereto or between any one of them and the personal representatives of the other or between their respective personal representatives and whether during or after the currency of this Agreement and whether in relation to the interpretation of these presents or as to any other matter whatsoever touching the terms covenants and conditions hereof shall be referred to a single arbitrator in case the parties can agree upon one otherwise to three arbitrators one to be appointed by each party to the difference in accordance with and subject to the provisions of the Arbitration Act 1895 or any statutory modifications thereof for the time being in force.

8. It is hereby expressly covenanted and agreed that this Agreement shall come into operation and be of effect only if and when the land now held on ninety-nine years lease by the Trustee for the Collie Race Club and hereinbefore referred to become vested in the Collie Recreation and Park Lands Board either by operation of law or otherwise AND in the event of such land not becoming so vested then this Agreement shall immediately cease and determine and be of no further force and effect without any right of action or damages by or on behalf of any parties hereto against the other or others of them.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

SIGNED SEALED AND DELIVERED by FREDERICK HOWIE as Trustee for the COLLIE RACE CLUB in the presence of:—	}	F. HOWIE, Trustee. S. SIMPSON, J.P.
SIGNED SEALED AND DELIVERED by JAMES ALFRED ROWLAND and LEONARD OLIVER SIGGS as Trustees of the COLLIE GOLF CLUB in the presence of:—	}	J. A. ROWLAND, Trustee. LEN O. SIGGS, Trustee. S. SIMPSON, J.P.
THE COMMON SEAL of COLLIE RECREATION AND PARK LANDS BOARD was hereunto affixed in the presence of:—	}	J. A. ROWLAND, Chairman. S. SIMPSON, Secretary.

Citation of principal Act as amended.

4. The principal Act as amended by the Act No. 32 of 1932 and by this Act may be cited as the Collie Recreation and Park Lands Act, 1931-1941.