

WESTERN AUSTRALIA.



ANNO QUINTO

GEORGII QUINTI REGIS,

XLVIII.

No. 21 of 1915.

AN ACT to authorise the Minister for Lands to grant a License to clear, remove, and utilise the Blackboy and Zamia Palm growing on Crown Lands.

[Assented to 18th February, 1915.]

BE it 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 authority of the same, as follows:—

1. This Act may be cited as the *Blackboy and Zamia Palm License Act, 1915.* Short title.

2. The Minister for Lands is hereby authorised to enter into an agreement with Henry Rowley in the terms of the draft agreement set out in the Schedule to this Act, and the said agreement, and the license thereby granted, shall have effect according to the tenor thereof. Authority to grant license.

THE SCHEDULE.

An agreement made the.....day of
One thousand nine hundred and fifteen, between the Honourable William Dartnall Johnson, Minister for Lands (hereinafter referred to as "the Minister," which term shall include the Minister for Lands in office for the time being) acting for and on behalf of the Government of Western Australia, of the one part, and Henry Rowley, of National Chambers, Perth, Western Australia (hereinafter called "the Licensee," which term includes the transferees of the Licensee) of the other part: Whereby it is agreed as follows:—

1. Subject as hereinafter provided and to the conditions hereinafter expressed, the Minister grants to the Licensee license and authority, for the term of ten years from the.....day of....., One thousand nine hundred and fifteen, to clear, remove, and utilise, for the purpose of treating for or converting into any commercial product the Blackboy and the Zamia palm growing or being upon the waste lands for the time being of the Crown.

Provided that so far as the said lands are or shall hereafter become the subject of any reserve, pastoral lease, timber lease, timber concession, or saw-milling permit, or of any grant, lease, concession or license whatsoever from or under the Crown, or any Minister of the Crown, by virtue of the Land Act, 1898, or its amendments, or any regulation thereunder or thereby repealed, or the Mining Act, 1904, and the regulations thereunder, or otherwise howsoever, the right hereby granted shall be exercisable only with the consent of the Minister, or the person or public body in whom the reserve may for the time being be vested, or the grantee, lessee, concessionary, permit-holder or licensee as the case may be.

Provided also that the license and authority granted and conferred by this agreement is subject to the right of the Minister to grant, during the term of this agreement, licenses (not being exclusive licenses) to other persons to cut and remove Blackboy and Zamia palm on and from any of the waste or other lands of the Crown as the Minister may think fit.

2. The Licensee shall, within twelve months from the date of this agreement, substantially commence operations and expend not less than One thousand pounds in the provision within the State of a plant or plants, machinery, implements, or appliances for treating Blackboy and Zamia palm, and converting the same into commercial products, and within the next following twelve months expend a further sum of Five thousand pounds in manner aforesaid.

3. The Licensee shall pay to the Minister a royalty of sixpence for every ton of Blackboy or Zamia palm removed from the said land, subject to a refund to the Licensee, in respect of water contained in green blackboys, of such percentage of the royalty as the Minister may determine.

4. Statements in writing satisfactory to the Minister, and verified by statutory declaration, shall be furnished by the Licensee, or his agent, to the Minister, from time to time as required by the Minister during the continuance of this agreement, setting forth the gross tonnage of all Blackboy or Zamia palm cleared or removed by the Licensee hereunder. Such statements shall be furnished once at least in every three months, and the amount of royalty payable on all Blackboy or Zamia palm removed shall be payable with and according to each statement.

5. 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 or plants, machinery, implements, or appliances in connection with the said industry during any specified period, and shall allow the Minister or his agent to inspect the Licensee's books and other records so far as is necessary to verify the statements in such returns.

6. This agreement or any part of the Licensee's rights hereunder shall not be transferred, mortgaged, or otherwise dealt with by the Licensee without the consent in writing by the Minister first obtained.

7. Provided always and this agreement is made upon the condition that if whenever the 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 breach or non-compliance of or with the conditions of this agreement, and such breach or non-compliance shall continue for one month after notice thereof in writing given by the Minister to the Licensee, the Minister may in his discretion, notwithstanding the waiver of any previous breach of condition, herein revoke and cancel by notice in writing to the Licensee all rights granted by this agreement, and thereupon this agreement shall absolutely be determined and all improvements upon the lands of the Crown 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.

8. Any dispute or matter in difference between the parties under this agreement shall be referred to arbitration, in accordance with the provisions of the Arbitration Act, 1895.

9. A notice required under this agreement to be given to the Licensee shall be deemed to be duly given if served in manner prescribed by Section 134 of "The Land Act, 1898," for a notice to be given under such Act.

As witness the hands of the parties hereto set the day and year hereinbefore written—

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