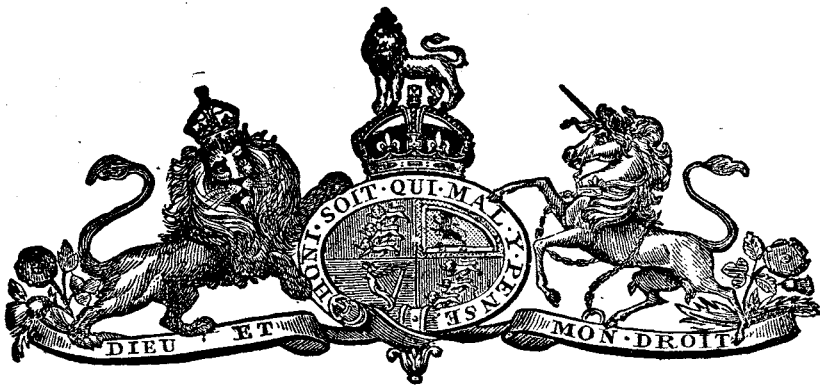


TASMANIA



1917.

ANNO OCTAVO

GEORGI V. REGIS.

No. 21.

ANALYSIS.

- | | |
|--|--|
| <ul style="list-style-type: none"> 1. Short title. 2. Interpretation. 3. Upon surrender of said land Commissioner may sell the same, and enter into an agreement with the Board for payment of certain moneys to the Board. | <ul style="list-style-type: none"> 4. Agreements to be prepared. 5. Proclamation affecting said land cancelled, so far as it relates thereto. 6. In the event of sale to the company, Treasurer to pay any moneys payable to Board out of Consolidated Revenue. |
|--|--|



AN ACT to authorise the Commissioner of Crown Lands upon the Surrender by the Marine Board of Launceston to the Crown of certain Four Acres and Thirty-two Perches of Crown Land in the City of Launceston, to sell the same to a Company to be formed and incorporated for the purpose of establishing an Evaporating and Pulping Factory, and carrying on the business connected therewith, and for other purposes.

A.D. 1917.

[23 November, 1917.]

BE it enacted by His Excellency the Governor of Tasmania, by and with the advice and consent of the Legislative Council and House of Assembly, in Parliament assembled, as follows :—

1 This Act may be cited as "The Launceston Swamp Land Sale Short title, Enabling Act, 1917."

4d.]

Launceston Swamp Land Sale Enabling.

A.D. 1917.

Interpretation.

2 In this Act, unless the context otherwise determines—

“Board” means the Marine Board of Launceston :

“Commissioner” means the Commissioner of Crown Lands for the time being :

“Company” means a company to be formed and incorporated in this State for the purpose of establishing an evaporating and pulping factory, and establishing and carrying on the business of evaporating and pulping connected therewith, and having a capital of at least Fifteen thousand Pounds, of which at least Five thousand Pounds is called up, placed to the credit of the company and available for immediate use :

“Said land” means the Four acres and Thirty-two perches of land described in Schedule (1) to this Act.

“Said lease” means the lease of the said land, with other land, in the city of Launceston, dated the First day of July, One thousand nine hundred and fourteen, granted by the Governor to the Board for the term of Ninety-nine years from the date of such lease.

Upon surrender of said land Commissioner may sell the same, and enter into an agreement with the Board for payment of certain moneys to the Board.

3 Upon the Board surrendering to the Crown all its right, title, and interest under the said lease, so far as relates to the said land, it shall be lawful for the Commissioner—

i. To sell the said land to the said company upon the terms and conditions set out in Schedule (2) to this Act, and, subject thereto, generally upon the terms, and subject to the conditions and provisions as to forfeiture or otherwise relating to town lands, contained in the “Crown Lands Act, 1911” (excepting Section One hundred and Fifty-three thereof), so far as the same are applicable to the said land : and

ii. To enter into and carry out an agreement with the Board providing for the payment to the Board of sums of money equivalent to interest at the rate, upon the conditions, and for the period set out in Schedule (3) to this Act.

Agreements to be prepared.

4 Proper agreements to effect the purposes of Section Three of this Act shall be prepared by the Crown Solicitor.

The agreement for the sale of the said land to the company shall not be entered into until the Crown Solicitor is satisfied that the company is duly incorporated in this State for the purposes hereinbefore mentioned, and has a capital of at least Fifteen thousand Pounds, of which at least Five thousand Pounds has been called up, and is placed to the credit of the company and available for immediate use.

Proclamation affecting said land cancelled so far as it relates thereto.

5 Upon the said surrender to the Crown being executed by the Board any proclamation in force excepting the said land from sale under “The Crown Lands Act, 1911,” shall be deemed to be cancelled so far as it relates to the said land.

Launceston Swamp Land Sale Enabling.

6 In the event of the said land being sold by the Commissioner to the said company pursuant to the power contained in this Act, there shall and may be paid and payable from time to time to the Treasurer of the Board by the Treasurer of the State out of the Consolidated Revenue, and without any further authority than this Act, such sum or sums of money annually as may be required to fulfil the obligations of the Crown in respect of payment of moneys to the Board under any agreement which may be entered into by the Commissioner with the Board pursuant to Section Three of this Act.

A.D. 1917.

In the event of sale to the company, Treasurer to pay any moneys payable to the Board out of the Consolidated Revenue.

SCHEDULES.

(1)

CITY OF LAUNCESTON.

4A. OR. 32P.

Bounded on the north-west by 8 chains 65 links south-westerly along a railway reserve commencing at a point distant 5 chains 59 $\frac{3}{10}$ links south-westerly from the west angle of 2a. Or. 13 $\frac{1}{2}$ p. reserved for a public wharf on the south-west by 7 chains 80 $\frac{1}{10}$ links south-easterly along portion of 15a. Or. 33p. leased to the Marine Board of Launceston and thence on the south-east by 53 $\frac{9}{10}$ links 2 chains 7 $\frac{4}{10}$ links 1 chain 51 $\frac{8}{10}$ links 5 chains 30 $\frac{1}{2}$ links and 2 chains 50 $\frac{7}{10}$ links north-easterly along a reservation 100 feet wide on the North Esk River to the point of commencement.

(2)

TERMS AND CONDITIONS OF SALE BY THE COMMISSIONER OF CROWN LANDS TO THE SAID COMPANY OF 4A. OR. 32P. OF LAND IN THE CITY OF LAUNCESTON, DESCRIBED IN SCHEDULE (1).

TERMS.

The cash price of the said land shall be £1008. A sum equal to one-third of such price shall be added thereto by way of premium for the allowance of credit, and the amount of the price and premium together, namely, £1344, shall be the purchase-money of the said land; and the said Company shall pay to the Commissioner a deposit of one-fourteenth of such purchase-money at the time of sale, and shall contract to pay and shall pay to the Commissioner the residue of the purchase-money by thirteen annual instalments of one-fourteenth of the purchase-money, the first instalment to be paid at the expiration of one year from the time of sale. The said Company so purchasing the said land upon credit shall be entitled, under and subject to the provisions of Section 83 of "The Crown Lands Act, 1911," to pay off any balance of the purchase-money for the time being remaining unpaid under the contract of sale.

See s. 77 of
2 Geo. V. No. 64

Launceston Swamp Land Sale Enabling.

A.D. 1917.

CONDITIONS.

1. The agreement for sale to the said Company shall contain covenants on the part of the said Company with the Commissioner to be observed and performed by the said Company as follows:—

- (a) The usual covenants for payment of the annual instalments of the purchase-money:
- (b) A covenant to expend within one year from the commencement of "The Launceston Swamp Land Sale Enabling Act, 1917," a sum of not less than £2500 in the erection of buildings upon the said land, and a sum of not less than £1000 upon machinery, which shall be installed therein. If this covenant is not complied with the said land shall be liable to be forfeited to the Crown, under Section 164 of "The Crown Lands Act, 1911":
- (c) A covenant to establish within the said period an evaporating and pulping factory, and thenceforth to establish and carry on continuously during the fruit season and in a *bonâ fide* manner the business of evaporating and pulping in connection with such factory for at least eight years. If this covenant is not complied with the said land shall be liable to forfeiture to the Crown, under Section 164 of "The Crown Lands Act, 1911":
- (d) If default is made in payment of any instalment of the said purchase-money, and the same is not paid within 60 days after it has become payable, the provisions of Sections 93 to 96 (both inclusive) of "The Crown Lands Act, 1911," shall be applicable.

(3)

HEADS OF AGREEMENT TO BE ENTERED INTO BY THE COMMISSIONER WITH THE MARINE BOARD OF LAUNCESTON.

The Board shall surrender its estate, right, title, and interest in and to the said lease, so far as it relates to the said 4a. Or. 32p. of land described in Schedule (1), and in and to the term granted by the said lease in respect of the said land.

In consideration of such surrender the Crown shall agree to pay to the Board yearly during the remainder of the term of 99 years granted by the said lease such sums of money as shall be equal to interest calculated and charged at the rate of £5 per centum per annum on so much of the said purchase-money as shall have been actually received by the Treasurer of the State.

Provided that if the said land becomes absolutely forfeited to the Crown before the whole of the said purchase-money shall have been paid, the Crown shall, as from the date of such forfeiture, pay to the Board yearly during the remainder of the said term of 99 years such sums of money as shall be equal to interest calculated and charged at the rate of £5 per centum per annum upon the amount actually received by the Treasurer of the State in respect of the said purchase, plus the balance then remaining unpaid under the contract of sale, after making the deduction provided for in Section 85 of "The Crown Lands Act, 1911," which the said Company would have been entitled to if it had then paid off such balance.