



ANNO QUARTO

GEORGII V REGIS.

A.D. 1913.

No. 1136.

An Act to empower the Governor to grant to the Royal Agricultural and Horticultural Society of South Australia, Incorporated, a Lease of certain Crown Lands for a term of Ninety-nine Years, and for other purposes.

[*Assented to, December 18th, 1913.*]

WHEREAS the Commissioner of Public Works, on behalf of Preamble.
His Majesty's Government of the State of South Australia, proposes to enter into an agreement, as set forth in the First Schedule to this Act, with the Royal Agricultural and Horticultural Society of South Australia, Incorporated, providing (*inter alia*) that the Governor shall grant to the said Society a lease for a term of ninety-nine years of the Crown lands delineated in the plan in the Second Schedule to this Act, and the boundaries of which are therein hatched in black: And whereas it is desirable to empower the Governor to grant such lease when the proposed agreement has been entered into: Be it therefore Enacted by the Governor of the said State, with the advice and consent of the Parliament thereof, as follows:

1. This Act may be cited as "The Adelaide Show Grounds Short title.
Act, 1913."

2. Notwithstanding anything contained in "The Crown Lands Act, 1903," or any Act amending that Act, it shall be lawful for the Governor, and he is hereby empowered, upon the said proposed agreement being entered into, to grant to the said Society a lease for a term of ninety-nine years of the said Crown lands, subject Governor may grant to Society lease for ninety-nine years.

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to the terms and conditions of the said proposed agreement, and to such (if any) other terms and conditions as may be agreed upon by the parties to the said proposed agreement.

In the name and on behalf of His Majesty, I hereby assent to this Bill.

DAY H. BOSANQUET, Governor.

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THE FIRST SCHEDULE

AN AGREEMENT made the _____ day of _____ one thousand nine hundred and thirteen BETWEEN THE HONORABLE RICHARD BUTLER the Commissioner of Public Works of the State of South Australia acting as a Public Officer for and on behalf of His Majesty's Government of the said State (hereinafter with his successor in office for the time being called "the Commissioner") of the one part and the ROYAL AGRICULTURAL AND HORTICULTURAL SOCIETY OF SOUTH AUSTRALIA INCORPORATED (hereinafter called "the Society") of the other part WHEREAS the Society has agreed with the Commissioner to surrender the unexpired portion of the term of its lease dated the twenty-seventh day of November one thousand nine hundred and seven from His Majesty King Edward VII. of the Exhibition Buildings and grounds and other premises in the said lease described (all which buildings grounds and premises are hereinafter referred to together as "the Old Show Grounds") AND WHEREAS the Commissioner has agreed with the Society to procure the grant unto the Society of a lease of the lands and premises next hereinafter mentioned for the term of ninety-nine years from the twenty-fifth day of March one thousand nine hundred and thirteen upon the terms and conditions hereinafter appearing NOW THIS AGREEMENT WITNESSETH as follows :—

1. The Commissioner shall introduce or cause to be introduced into the Parliament of the said State a Bill for an Act to empower the Governor of the said State to grant a lease of all those Crown lands and premises situated at Wayville West in the said State containing fifty-four acres or thereabouts more particularly delineated and described in the plan hereto annexed and therein colored green (which lands and premises are hereinafter referred to as "the New Show Grounds") for a term of ninety-nine years from the twenty-fifth day of March one thousand nine hundred and thirteen principally for the purpose of holding agricultural and horticultural shows but also for other purposes and the Commissioner shall do all things in his power to procure the passing of such Bill by both Houses of Parliament and the Governor's assent thereto. Upon such Act being so assented to the Commissioner shall procure the Grant by the Governor of and the Society shall accept such lease as aforesaid at the yearly rental of Two Shillings and Six Pence.

2. The Society shall before the granting of the lease pursuant to clause 1 hereof surrender the unexpired portion of the term of its said lease dated the twenty-seventh day of November one thousand nine hundred and seven and will yield up possession to the Government of the Old Show Grounds on or before the last day of the Society's first show held on the New Show Grounds and in any case shall so yield up possession not later than the thirty-first day of December one thousand nine hundred and seventeen.

3. The Society shall notwithstanding anything to the contrary contained in the said lease of the twenty-seventh day of November one thousand nine hundred and seven be at liberty to remove from the premises known as the Jubilee Exhibition Grounds and premises the following :—

Stud cattle shed and attendants' rooms

Milch cow shed

Pig pens

Fat stock shed

Fat cattle yards

Horse boxes also other portions of horse and cattle stalls not forming outside boundary fence abutting on Victoria Drive or any portion of such fence

The whole of the additions to sheep pavilion erected by the Society

Fittings of wine kiosk and wine cellars under basement of main hall also the materials and fittings in the Society's store room in Northern Annexe

Scoring board on mound

and

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and from the premises known as the Old Exhibition Grounds :—

All the horse boxes and shelter sheds not forming any part of a boundary fence

And also all other improvements which have been erected in the Old Show Grounds by and at the cost of the Society :

Provided however and it is hereby agreed between the parties that the buildings known as the Northern Annexe and the Machinery Hall and all grandstands wine kiosk fences gates and sanitary conveniences on the Old Show Grounds shall be the property of His Majesty's Government of the said State.

The Society shall on giving up possession of the Old Show Grounds make good clean up and leave the same in good order and condition and to the satisfaction of the Commissioner, but provided that the Society shall not in any case be asked to spend more than the sum of One Hundred Pounds in making good and cleaning up so as to leave the Old Show Grounds in good order and condition.

4. It is a condition of this agreement that the Government of the said State shall pay to the Society the sum of thirty thousand pounds as compensation for surrendering its lease of the Old Show Grounds dated the twenty-seventh day of November one thousand nine hundred and seven which sum shall be expended by the Society in and about the works and buildings incidental to rendering the New Show Grounds suitable for holding the Society's shows thereon and not for any other purpose.

5. It is a further condition of this agreement that the Government of the said State shall lend to the Society the sum of twenty thousand pounds free of interest to be repaid to the said Government as hereinafter provided and will if required by the Society lend to the Society a further sum not exceeding twenty thousand pounds also to be repaid as hereinafter provided which sum or sums so lent shall be expended by the Society in works and buildings on the New Show Grounds for the purpose of completing those grounds for show purposes. The Society shall pay interest to the Treasurer of the said State at the rate of four pounds per centum per annum payable quarterly only on such last-mentioned sum of twenty thousand pounds or so much thereof as may be advanced and lent by the Government to the Society. The Society shall render to the Commissioner annually or whenever required by the Commissioner a statement certified as correct by the President for the time being of the Society showing all the work carried out on the New Show Grounds with the cost thereof in detail.

6. The Society shall repay to the Government all the above-mentioned moneys lent to it in terms of Clause 5 of this agreement in instalments in the following manner that is to say so long as any moneys shall be owing by the Society to the Government the Society shall annually pay to the Commissioner one-half of the Society's profits during each and every year of the term hereby agreed to be granted and the balance (if any) at the expiration of the said term or upon the sooner determination of the lease hereby agreed to be granted : Provided always that it shall be optional with the Society to suspend the operation of this clause for a period up to but not exceeding five years from the date of the holding of the Society's first show on the New Show Grounds. Provided however that interest shall be paid pursuant to the said Clause 5 notwithstanding any such suspension. " Profits " shall mean the excess of the revenue of the Society from all sources over the expenditure of the Society for all purposes but not including therein any expenditure of capital. In connection with this clause the Society agrees to have a proper balance-sheet and profit and loss account prepared yearly and handed to the Commissioner before the thirty-first day of December in each year—the said balance-sheet to be certified by an auditor approved by the Commissioner.

7. The Commissioner undertakes that the South Australian Railways Commissioner at the cost of the South Australian Government shall provide such suitable and convenient railway communication with the New Show Grounds and such suitable and convenient sidings thereon as may be agreed upon between the said Railways Commissioner and the Society and in the event of any difference or dispute arising as to what communication and sidings are to be provided or in connection with or in relation to the subject matter of this clause the same shall be settled by arbitration in manner hereinafter provided.

8. The Commissioner undertakes that the Hydraulic Engineer shall at the cost of the South Australian Government lay down a main sewer or main sewers so as to efficiently

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efficiently provide for the sanitary drainage of the New Show Grounds. The Society shall at its own cost and expense erect and maintain on the New Show Grounds suitable sanitary conveniences for the requirements of the Society its members and patrons and shall at its own expense connect all such sanitary conveniences and other sanitary works with the aforesaid main sewer or sewers. The Society shall pay sewer and water rates on the ordinary basis.

9. The Society shall not without the previous consent in writing of the Commissioner demise lease underlet or in any manner howsoever part with the possession of the New Show Grounds or any part or parts thereof: Provided that the Society may without any such consent permit any persons to occupy and use the said grounds or any part or parts thereof for specified portions only of a day or days or night or nights: Provided further that the Society may without any such consent permit any persons to occupy any part or parts of the said grounds for use during the Society's shows and for that purpose to erect buildings thereon upon such terms and conditions as the Society thinks proper.

10. The Society shall at all times during the continuance of the term hereby granted maintain the New Show Grounds and all buildings and erections thereon in good order and condition to the satisfaction of the Commissioner and suitable for shows similar to the shows heretofore held by the Society and the Society will at the expiration or other sooner determination of the term hereby agreed to be granted yield up the New Show Grounds and all parts thereof and all buildings and erections thereon in the like good order repair and condition reasonable wear and tear only excepted.

11. Throughout the currency of the lease hereby agreed to be granted the Society shall keep the buildings and erections on the New Show Grounds insured against fire in the name of the Society in a sum to be agreed upon between the Society and His Majesty the King but not exceeding the value for the time being of the said buildings and erections and such insurance shall be effected in an office or offices approved by the Commissioner and the Society shall produce to the Commissioner the policy or policies and the receipts for premiums on the request of the Commissioner, and shall cause all moneys received by virtue of any such insurance to be forthwith laid out by the Society in rebuilding or reinstating the buildings or erections and will make up any deficiency out of its own moneys. And on the non-observance of any of the provisions of this clause the Commissioner may insure the said buildings and erections or any of them and any moneys paid by the Commissioner in respect thereof shall at once be a debt due by the Society to the Commissioner.

12. The Commissioner and any officers appointed by him in that behalf shall at all reasonable times have the right of entry to the New Show Grounds and all parts thereof and all buildings and erections thereon for the purpose of inspecting the state and condition thereof: Provided that no such inspection shall take place during the progress of any show held by the Society.

13. If the Society shall fail and neglect for thirty days after notice in writing in that behalf shall have been given by the Commissioner to the Society to observe any of the terms covenants or conditions of this agreement or of the lease to be granted as aforesaid the Commissioner may forthwith enter upon and take possession of the New Show Grounds and all parts thereof and all buildings and erections thereon and all interest of the Society in the New Show Grounds shall thereupon determine and all buildings and erections then standing on the New Show Grounds and all materials and things then remaining thereon shall be forfeited by the Society and become the property of the Crown.

14. The Commissioner further agrees with the Society that the Society observing and performing all the covenants and conditions herein contained and on its part to be observed and performed the Commissioner will not nor shall any other Minister of the Crown or officer or servant of His Majesty's Government of the said State before the expiration of the said term or sooner determination of the lease hereby agreed to be granted permit the Old Show Grounds or any part thereof to be used by any society person or persons for the purpose of holding thereon or therein any exhibition competition or show of a like or similar nature to those held by the Society itself on the New Show Grounds: Provided that the decision of the Commissioner shall finally decide any question as to what constitutes an exhibition competition or show of a like or similar nature to those held by the Society as aforesaid.

15. If

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15. If any difference or dispute shall arise between the Commissioner and the Society either as to the construction of this Agreement or of the lease hereby agreed to be granted or as to any of the terms or conditions hereof or of the said lease such difference or dispute shall be referred to two arbitrators one to be appointed by the Commissioner and the other by the Society and the two arbitrators so appointed shall before entering upon the business of the reference appoint an umpire and the decision of the arbitrators upon the matter or matters referred to them or the decision of the umpire in the event of the arbitrators not agreeing shall be final binding and conclusive upon the parties to the submission.

The provisions of the Arbitration Act of 1891 and any amendments thereof or of any other Act relating to references to arbitration for the time being in force in this State shall apply to any such reference to arbitration.

16. The members of the Society shall not nor shall any one or more of them be liable to pay any money payable under this agreement or under the lease to be granted as aforesaid or in respect of any breach or non-observance by the Society of any of the terms covenants or conditions of this agreement or of the said lease but all the property and assets of the Society shall be liable for the payment of all moneys payable under this agreement or the said lease and for making good every such breach or non-observance and for the payment of all damages costs and other expenses occasioned by incidental to or connected with any such breach or non-observance.

IN WITNESS whereof the Commissioner hath hereunto set his hand and the Common Seal of the Society hath been hereto affixed the day and year first above written.

SIGNED by the said HONORABLE RICHARD BUTLER the Commissioner of Public Works of the State of South Australia acting as a Public Officer for and on behalf of the Government of the said State in the presence of

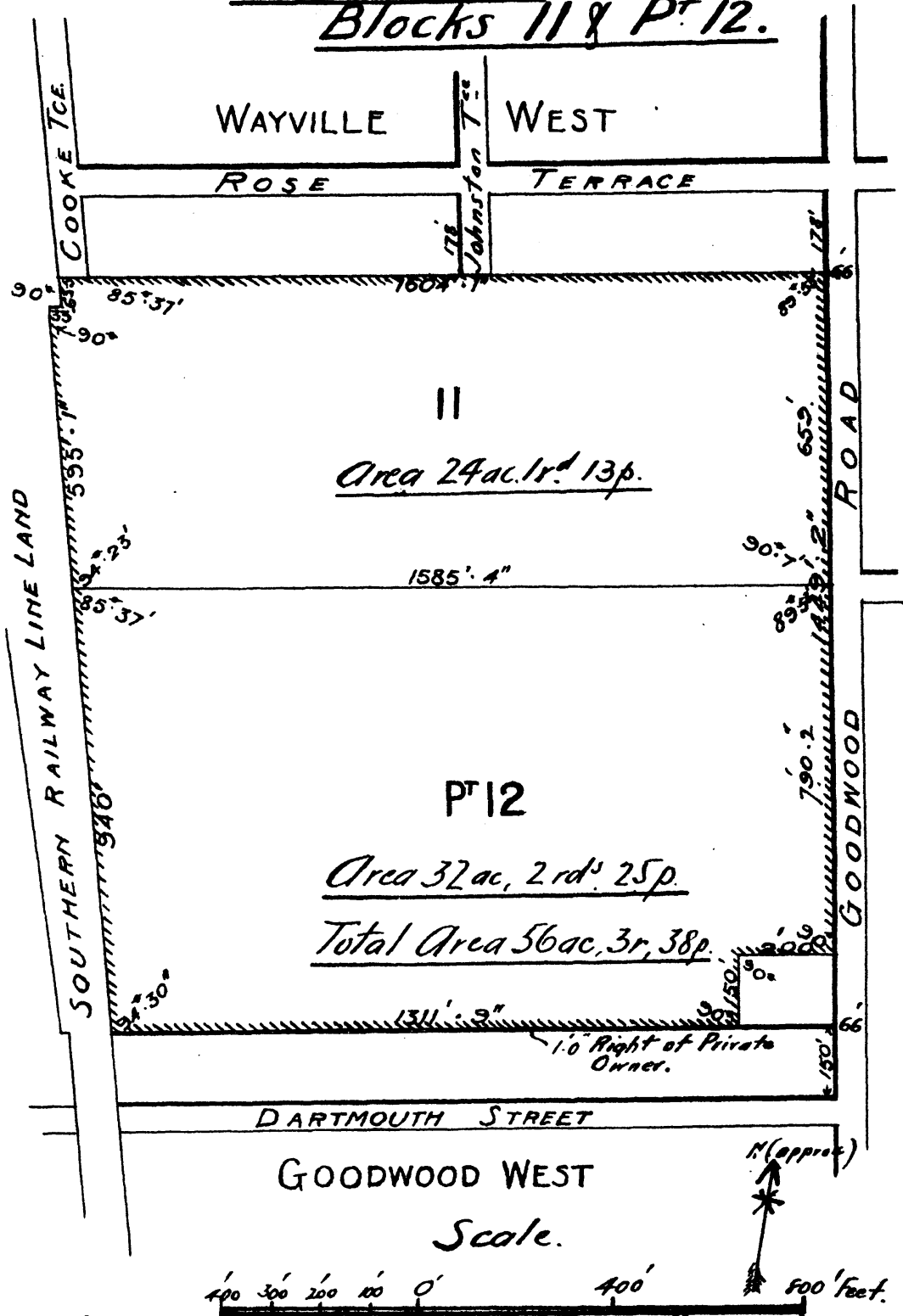
The Common Seal of the Royal Agricultural and Horticultural Society of South Australia Incorporated was hereto affixed for and on behalf of the said Society by

and the persons authorised pursuant to the provisions of the Associations Incorporation Act, 1890, to use the Common Seal of the said Society who have hereunto subscribed their names in the presence of

THE SECOND SCHEDULE

H^o. ADELAIDE

P^t. Section 6
Blocks 11 & P^t. 12.



2.12.13

[Handwritten Signature]

The boundaries of the land to be let to the Royal Agricultural and Horticultural Society of South Australia, Incorporated are hatched thus 