



ANNO QUARTO

EDWARDI VII REGIS.

A.D. 1904.

No. 874.

An Act to provide for the Cultivation of Cotton and other Tropical Products in the Northern Territory.

[Assented to, November 24th, 1904.]

BE it Enacted by the Governor of the State of South Australia, with the advice and consent of the Parliament thereof, as follows:

1. This Act may be cited for all purposes as "The Northern Territory Tropical Products Act, 1904." Short title.

2. In this Act, unless some other meaning is clearly intended, the following words in inverted commas shall have the respective meanings hereby assigned to them, that is to say:— Definitions.

"The agreement" or "an agreement"—The agreement containing the terms, conditions, and provisions in the Schedule to this Act, or in a form to the like effect:

"Lands" shall mean any lands comprised and defined in section 4:

"Minister"—The Minister of the Crown having the management and control of the Northern Territory:

"Occupier"—The person holding lands under the agreement:

"Tropical products"—Agricultural or horticultural products which may be utilised when cultivated by any process of preparation or manufacture for marketable purposes.

The Northern Territory Tropical Products Act.—1904.

Resumption of leased lands for cotton-growing.

3. The Governor may, notwithstanding the provisions of any Act in force in the Northern Territory, resume possession of any leased lands of the Crown required for the purposes of cotton-growing, and for the production of other tropical products, after the expiration of three months from the posting or forwarding to the lessee or his agent a written notice of such intended resumption: Provided that in effecting such resumption reasonable access for the lessee of such resumed land to existing permanent waters shall be reserved for such lessee.

Act to apply to lands north of the eighteenth parallel of south latitude.

4. This Act shall apply only to lands of the Crown situated in the Northern Territory north of the eighteenth parallel of south latitude, but shall not include any lands situated within a radius of ten miles from the town of Palmerston.

Area of lands held under agreement.

5. The lands to be held by any one occupier under this Act shall not exceed five thousand acres in area, and shall be held under an agreement.

Application for lands.

6. Application in writing may be made to the Minister, in Adelaide, or to the Government Resident, at Palmerston, for the necessary power and authority for the applicant to enter on and occupy any lands suitable for the growth and cultivation of the cotton plant or of other tropical products, and such applicant shall in his application describe the lands required and intimate his willingness to execute an agreement, and shall sign such application.

Deposit of cost of survey.

7. Every applicant shall pay, on the signing of his agreement, as a deposit, a sum equal to the estimated cost of the survey of the land, this sum to be fixed by the Government, and to be returned to the applicant after he has complied with the terms of his agreement for a period of five years.

Agreement to be executed.

8. If the Minister shall approve of the applicant, and be satisfied of the suitability and adaptability of the lands for cotton production and other tropical products, he shall forthwith—

- (a) Notify the applicant thereof:
- (b) Prepare and execute the agreement:
- (c) Forward the agreement in duplicate to the applicant for execution by him.

Lands to be surveyed.

9. When the applicant shall have posted or forwarded to the Minister, in Adelaide, or to the Government Resident, at Palmerston, the agreement, in a registered letter, duly executed by him, he may forthwith enter upon possession of the lands, and the lands shall thereupon be surveyed by one of the Government surveyors at the expense of the applicant, and the boundaries and necessary roads shall be defined and the area set forth in the plan prepared by such surveyor. Such plan shall, when prepared and deposited with the Minister or the Government Resident, be deemed to contain the actual description and area of the lands, and shall be substituted for any plan contained in the agreement.

10. The

The Northern Territory Tropical Products Act.—1904.

10. The lands held under an agreement shall, when practicable, be of a rectangular shape, the length not to be greater than twice the breadth, and where such lands abut on a river the following provisions shall obtain:—

Shape of lands.

(a) There shall be reserved between the boundary of such land and the river a reserve for travelling stock and other purposes, not being less than three chains in width:

(b) The breadth of the land shall front the river reserve or any road adjoining the land.

11. Every agreement shall be laid before both Houses of Parliament within twenty-eight days after the making thereof if Parliament be then sitting, and if Parliament be not sitting then within fourteen days after the commencement of the next Session of Parliament.

Agreement to be laid before Parliament.

12. No transfer of any agreement shall be permitted except with the consent of the Minister, and no such consent shall be given to any transfer in favor of an occupier who would thereby hold more than five thousand acres of land under this Act.

Transfer to individual or company.

13. When any breach shall occur on the part of the occupier in any of the terms, conditions, or provisions contained in any agreement, the Governor may, on giving notice as required by the agreement, resume the lands occupied thereunder, and all improvements made upon the lands during the currency of the occupation shall thereupon become the absolute property of the Government.

Lands to be resumed and improvements to be forfeited.

14. No greater area than one hundred thousand acres in the aggregate shall be dealt with or disposed of under this Act.

Limit of aggregate area.

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

GEORGE R. LE HUNTE, Governor.

*The Northern Territory Tropical Products Act.—1904.***THE SCHEDULE.**

Agreement made this _____ day of _____ 19 _____ Between the
 Honorable _____ of Adelaide in the State of South Australia
 the Minister having the control and management of the Northern Territory
 (hereinafter referred to as "the Minister") and _____ of
 in the said State (hereinafter referred to as "the occupier") _____ of the
 other part whereby it is agreed between the parties hereto as follows:—

1. The occupier shall subject to the provisions and conditions hereinafter contained
 have hold use and occupy and enjoy the possession of all that _____ land
 situated in the hundred of _____ county of _____
 containing _____ acres or thereabouts as defined in the plan herein set forth
 for the term of fourteen years from the date of this agreement

2. The occupier shall—

(a) Use the said land in the cultivation of the cotton plant or in the cultivation
 of tropical products

(b) During the first three years of the term plant not less than one twenty-
 fifth of the land with the cotton plant or other tropical products and
 shall cultivate and keep cultivated the said one twenty-fifth of the
 land so planted in a practical and husbandlike manner

(c) During the last four years of the term cultivate and keep cultivated with
 the cotton plant or other tropical products at least one-fifth of the
 said land

(d) Pay rent after the first seven years of occupation at the rate of One Penny
 Halfpenny per acre for each year or any portion of a year thereafter
 until completion of the purchase or other determination of the agreement

3. That the occupier shall be entitled to a land grant of the lands in fee simple if
 at any time during the term hereby granted he shall pay to the Minister the sum of
 Two Shillings and Six Pence per acre of the land and shall prove to the satisfaction
 of the Minister or any person authorised by him that—

(a) He has expended a sum being in the aggregate an amount not less than
 Ten Shillings in the cultivation of cotton or other tropical products
 on each acre of the lands let to him and for necessary plant and
 machinery used in the cultivation of cotton and other tropical products

or (b) That such occupier has obtained and produced from the lands comprised
 in this agreement two hundred pounds weight of marketable cotton or
 tropical products of an equal amount in value for every acre held under
 agreement

and (c) That he has cultivated one-third of the land and

(d) That he has complied with the terms conditions and provisions of the
 agreement

4. For the purposes of paragraph 3 the proof to the satisfaction of the Minister
 shall be evidenced by the certificate in writing of the Minister

5. Should any of the terms conditions or provisions of the agreement be not ful-
 filled and performed on the part of the occupier and after one month's notice by the
 Minister to the occupier of any breach or non-observance of the said terms conditions
 and provisions or either of them this agreement shall be determined and the lands
 shall thereupon be resumed

6. All improvements erected upon the said land except tenant's fixtures during the
 currency of the occupation by the occupier shall be and become the absolute property
 of the Government on the breach non-observance or non-performance of any of the
 terms conditions and provisions of this agreement

7. The Minister when the occupier becomes entitled to a land grant in fee simple
 of the lands shall forthwith have the lands vested in the occupier or other person
 entitled reserving to the Crown all minerals

8. The words in this agreement shall have the same meaning and application as simi-
 lar words used or defined in "The Northern Territory Tropical Products Act, 1904."

In witness whereof the parties hereto have hereunto set their hands the day and
 year first above written

Signed by the said
 in the presence of

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 in the presence of