

[CONFIDENTIAL
(Rough Draft for Consideration Only.)

No. , 1931.

A B I L L

To ratify a certain agreement entered into between the Honourable William Fraser Dunn, the Minister for Agriculture and Forests of the State of New South Wales for and on behalf of His Majesty, King George the Fifth, of the one part and the Agricultural Society of New South Wales, a body incorporated by Act No. 33 Victoria entitled "An Act to incorporate a Society to be called 'the Agricultural Society of New South Wales'" of the other part relating to an exhibition to be held to commemorate the opening of the Sydney Harbour Bridge, and to sanction the carrying of such agreement into effect; to amend the Prevention and Relief of Unemployment Act, 1930-1931, and certain other Acts; and for purposes connected therewith.

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 New South Wales in Parliament assembled, and by the authority of the same, as follows:—

1. This Act may be cited as the "Sydney Harbour Bridge Exhibition Agreement Ratification Act, 1931." Short title.

2. (1) The agreement, a copy of which is set out in the Schedule to this Act, is hereby ratified. Ratification of the agreement.

(2) All matters and things to be done by the Minister, the Colonial Treasurer, and the Agricultural Society of New South Wales in pursuance of the said agreement are hereby sanctioned and authorised.

SCHEDULE.

AGREEMENT made the _____ day of _____ 1931, between the Honourable William Fraser Dunn the Minister for Agriculture and Forests of the State of New South Wales for and on behalf of His Majesty King George V (hereinafter called the "Minister" which expression shall where the context admits include his successors in office) of the one part and the Agricultural Society of New South Wales a body incorporated by Act No. 33 Victoria intituled "An Act to incorporate a society to be called 'the Agricultural Society of New South Wales'" (hereinafter called "the Society") of the other part Whereas the date for the official opening of the Sydney Harbour Bridge (being constructed under the Sydney Harbour Bridge Act, 1922) has been fixed as the 19th day of March, 1932, and it is desirable to hold an exhibition in order to celebrate and mark the happening of such event And whereas the Society has held on its Show Grounds Moore Park Sydney for nine days including Easter Holidays during each year for very many years past an Agricultural Show including an extensive display and showing in competition and otherwise of live stock of goods and commodities plant and machinery and of works and articles of usefulness and of art accompanied by the sales of goods and commodities and by various sports and contests conducted by it and amusements and entertainments conducted by private persons with its permission Now this Agreement witnesseth that it is hereby agreed and declared by and between the parties hereto as follows:—

1. Subject to the provisions of this Agreement, the Society shall at its own expense and cost promote, manage, conduct, and carry on during the whole of the period as hereinafter mentioned on its show grounds

grounds aforesaid an Exhibition to commemorate the official opening of the Sydney Harbour Bridge as aforesaid (hereinafter called "the Exhibition"), which Exhibition shall include—

- (a) the annual Agricultural Show of the Society for 1932, as abovementioned (that is to say a show not less extensive than the Annual Agricultural Show and Display held by the Society at Easter, 1931, on the said premises), and in addition
- (b) the holding of such special and additional sports, games, competitions and contests, displays and entertainments, as the Minister may approve ;
- (c) such additional features, acts, processes, and operations as may be thought desirable by the Society and approved of by the Minister.

2. The Society shall make available its show grounds at Sydney aforesaid, and the services of the whole of its executive and staff, and shall (subject to this agreement) provide all goods, labour, plant, and material that may be required for the purposes of holding the Exhibition.

3. The Exhibition shall be held on each and every day other than Sunday during the period commencing on Saturday, the nineteenth day of March, 1932, and ending on Saturday, the second day of April of the same year (both days inclusive), and the Exhibition shall be open to the public between such hours as may be approved by the Minister on each and every day on which it is to be held as aforesaid.

4. The Exhibition shall be styled "The Sydney Exhibition and Royal Agricultural Show, 1932," and shall be so referred to in all advertisements and publicity literature and notices published or circulated by the Society or the Minister or by anyone on its or his behalf in connection with any section or phase of the Exhibition.

5. The Society shall, subject to the terms of this Agreement, be responsible for the management, conduct, and carrying out of all operations, works, and services in preparation for and in the holding of the Exhibition and in connection therewith and incidental thereto, and the Society shall throughout the Commonwealth of Australia and other parts of the British Empire to the satisfaction of the Minister advertise and give full, proper, and extensive publicity to the proposed holding and the holding of the Exhibition.

6. The Society shall in all respects use its best endeavours by all means available to ensure the unqualified success of the Exhibition.

7. For the purposes of the Exhibition the Colonial Treasurer shall, subject to and in accordance with the provisions of this Agreement, pay to the Society the sum of £30,000 out of the Unemployment Relief Fund created by the Prevention and Relief of Unemployment Act, 1930, or out of such other fund or from such other source as may be authorised by Parliament.

8. On condition that the Society performs and observes to the satisfaction of the Minister the provisions of this Agreement on its part to be performed and observed the said sum shall be paid to the Society by five instalments of £6,000 each, one of such instalments to be paid on the fifteenth day of each of the months of July, August, September,

September, October, and November in the year 1931: Provided that the parties hereto may make such variations in the time and manner of payment of the said sum of £30,000 as they may mutually agree upon, but in no circumstances shall the liability of His Majesty to the Society under this Agreement exceed the sum of £30,000.

9. The said sum of £30,000 shall be expended by the Society in such works of repair, renovation, and improvement to the Society's show grounds aforesaid and the structures thereon in preparation for the Exhibition as may be approved by the Minister in writing, and the said works shall be effected by the Society in such times and manner as the Minister directs in writing from time to time.

10. All labour required to carry out the works referred to in clause 9 of this Agreement shall be engaged by the Society as far as possible through the medium of the State Labour Exchanges, and all materials used in the carrying out of such works shall be materials wholly produced and manufactured in New South Wales unless the Minister approves in writing of materials produced or manufactured out of New South Wales being used.

11. The Society will duly and properly expend the said sum of £30,000 (less such part thereof, if any, as may be refunded by the Society to the Colonial Treasurer) in the execution of the said works as herein mentioned at the times and in the manner as provided by and under this Agreement and not otherwise.

12. In case the Society fails to apply the said sum of £30,000 mentioned in clause 7 of this Agreement or any part or parts thereof in the execution of the said works as provided in clause 11 of this Agreement at the times and in the manner and otherwise as respectively required by and under this Agreement the Society will repay to His Majesty on demand made by the Minister each and every sum the Society shall fail to apply as aforesaid.

13. The Minister may conduct and hold such ceremony and at such time and place as he thinks fit for the official opening of the said bridge.

14. (a) The Minister may construct and complete in accordance with plans and specifications determined upon by him a building within the said Show Grounds upon the site described in the Schedule hereto. Such construction may be commenced upon the ratification of this Agreement.

(b) The cost of constructing and completing the said building shall be paid out of the said Unemployment Relief Fund and shall not exceed the sum of £20,000 or such further amount as shall be authorised to be expended by Parliament out of such fund or otherwise for the said purpose.

(c) The said building although attached to the soil shall be and remain for all time the absolute property of His Majesty, and the Society shall at all times afford and facilitate the full and free access thereto and use thereof, by His Majesty and the Minister and all persons authorised expressly or impliedly by His Majesty or the Minister for the purpose of displaying exhibits that may be provided by

by His Majesty or the Minister at the Exhibition and for all other uses and purposes that His Majesty or the Minister may from time to time think fit.

(d) No part of the said building shall without the written consent of His Majesty or the Minister first obtained be occupied or used in any way by the Society, nor shall the Society without the like consent permit the building or any part of it to be occupied or used in any way by any person, corporation, firm, association, or body.

15. The Society shall at all times pay all rates, taxes, and assessments, Parliamentary, municipal or otherwise (including any land or property tax) that are now or may hereafter be or become payable in respect of the said building referred to in clause 14 of this Agreement or any part thereof or the site thereof.

16. In case the Society shall at any time neglect to pay the said rates, taxes, and assessments referred to in clause 15 as and when the same respectively fall due then His Majesty shall be at liberty to pay all such rates, taxes, and assessments as aforesaid, and the amounts paid for such rates, taxes, and assessments shall be debts payable to His Majesty by the Society on demand made by the Minister and recoverable accordingly with interest at the rate of 6 per cent. per annum.

17. The Society shall indemnify and at all times keep indemnified His Majesty, the Minister, and the Government of the said State from and against all claims and demands whatsoever and howsoever arising by reason of or in connection with the carrying out of any works, acts, or operations in pursuance of this Agreement, or the observance or performance of any of the provisions of this Agreement.

18. The Minister shall be at liberty at all times by himself and by his servants and agents to inspect the works and buildings of the Society and the operations and acts of the Society pursuant to or under this Agreement, also all books, vouchers, and documents held by or for it relating to the carrying out of the works referred to in clause 9 hereof, and the Society will from time to time when requested by the Minister produce to him such information and evidence as he may require as to its expenditure on the said works and will satisfy the Minister that it has in fact expended on the construction of the works provided for in clause 9 sums equalling at least the amount paid to the Society under clauses 7 and 8 less the part thereof (if any) refunded by the Society to the Colonial Treasurer.

19. If the Society shall fail to conduct and carry on the Exhibition in accordance with this Agreement at the times therein provided the Society shall pay to His Majesty the sum of £5,000 as liquidated damages in addition to the amounts payable by the Society to His Majesty under clause 12 or any other clause of this Agreement.

Provided however that should such failure be caused by—

(a) an epidemic which the Director-General of Public Health shall declare to be so serious a nature as to render the holding of the Exhibition a menace to public health ; or

(b)

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(b) any other act of God rendering the holding of the Exhibition impossible,

then His Majesty shall have no claim on the Society for damages under this clause.

20. If the Society in the opinion of the Minister fails to make satisfactory progress with the preparations for the Exhibition or fails to observe or perform any of the provisions of this Agreement the Minister may call upon the Society to show cause within a stated period why this Agreement should not be determined, and if the Society fails in the opinion of His Excellency the Governor of New South Wales, with the advice of the Executive Council, satisfactorily to show cause within such period the Minister may determine this Agreement, but without releasing the Society from liability in respect of the breach or non-observance of any provision of this Agreement on its part to be observed or performed, and without prejudicing the right of His Majesty to recover all moneys payable to him by the Society under clauses 12 and 16 and His Majesty's right to be indemnified by the Society under clause 17.

21. Nothing in this Agreement shall impair the obligation of the Society to admit the public to its said show grounds under Act No. 1, 1911.

22. This Agreement shall be subject to ratification by the Parliament of the State of New South Wales.

In witness whereof the parties hereto have executed these presents.

THE SCHEDULE.

Signed, sealed, and delivered by }
the Honourable William }
Fraser Dunn in the }
presence of— }

(SEAL)