

RICE DEVELOPMENT AGREEMENT ORDINANCE 1956.*

2087

An Ordinance to approve an Agreement between the Commonwealth of Australia and Territory Rice Limited and for purposes connected with that Agreement.

1. This Ordinance may be cited as the *Rice Development Agreement Ordinance 1956*.* Short title.

2.—(1.) Subject to this section this Ordinance shall come into operation on the day on which the Governor-General's assent to this Ordinance is notified in the *Gazette*.* Commencement.

(2.) Sections five and seven of this Ordinance shall come into operation on the date on which the *Agricultural Development Leases Ordinance 1956*† comes into operation.

3. In this Ordinance, unless the contrary intention appears— Interpretation.

“Agricultural Development Lease” means a lease granted in pursuance of section four of the *Agricultural Development Leases Ordinance 1956*;

“Agricultural Lease” means an Agricultural Lease granted under the provisions of the *Crown Lands Ordinance 1931-1955*;

“the Agreement” means the Agreement made on the twenty-first day of December, One thousand nine hundred and fifty-five, between the Commonwealth of Australia and Territory Rice Limited, being the Agreement a copy of which is set out in the Schedule to this Ordinance;

“the Company” means Territory Rice Limited;

“the Land Court” means the Land Court constituted under the *Crown Lands Ordinance 1931-1955*.

4. The Agreement is approved.

Approval of Agreement.

5. The Administrator shall exercise his powers under the laws of the Territory in relation to any Agricultural Development Lease or Agricultural Lease granted to the Company in pursuance of the Agreement, or otherwise in relation to the Company, consistently with the provisions of the Agreement. Administrator to exercise powers consistently with Agreement.

No. 22, 1956; Governor-General's assent notified in *Northern Territory Government Gazette* on 29th May, 1956.

† The *Agricultural Development Leases Ordinance 1956* came into operation on 23rd July, 1956—see Vol. I., page 44.

Reference of
dispute to
Minister.

6—(1.) If a difference or dispute arises between the Company and the Administrator as to any matter in relation to which the Company considers that the provisions of the Agreement are relevant, being a matter in regard to which the Administrator has a power under a law of the Territory (not being a matter in respect of which an appeal lies to the Land Court) the Administrator shall, at the request of the Company, refer the matter to the Minister.

(2.) The Minister shall, after giving the Company an opportunity to make representations on the matter and having regard to the provisions of the Agreement, decide the matter.

(3.) The Administrator shall give effect to the decision of the Minister and is, by force of this section, empowered to do all things necessary or convenient for that purpose.

Appeal to
Land Court.

7.—(1.) Where the Administrator makes a determination under the *Agricultural Development Leases Ordinance 1956* of the amount to be paid by the Company, having regard to clause twelve of the Agreement, for improvements upon land an Agricultural Development Lease of which is proposed to be granted to the Company in pursuance of the Agreement, the Company may appeal to the Land Court against the determination.

(2.) The provisions of Part VA. of the *Crown Lands Ordinance 1931-1955* apply in relation to appeals under this Ordinance.

Section 3.

THE SCHEDULE.

THE AGREEMENT.

AN AGREEMENT made the twenty-first day of December One thousand nine hundred and fifty-five BETWEEN the COMMONWEALTH OF AUSTRALIA (in this agreement called "the Commonwealth") of the one part and TERRITORY RICE LIMITED (in this agreement called "the Company") a company incorporated under the Companies Act, 1936, of the State of New South Wales whose registered office in that State is situated at 126 Phillip Street, Sydney, and whose registered office in the Northern Territory of Australia is situated at Smith Street, Darwin, of the other part WHEREBY IT IS AGREED as follows:—

Interpretation.

1. In this agreement—

"Agricultural Development Lease" means a lease referred to under that name in the Agricultural Development Leases Ordinance, and in respect of an Agricultural Development Lease granted or to be granted to the Company means an Agricultural Development Lease for the development of land for the purpose of growing rice and for the use of the land for the growing of rice and for agricultural or other activities incidental or ancillary to that development or use of the land;

"the Administrator" means the Administrator of the Territory and includes an Acting Administrator;

"the Agricultural Development Leases Ordinance" means the Ordinance referred to in paragraph (b) of sub-clause (1.) of clause 4 of this agreement;

“the commencement date” means the date on which this agreement is approved by an Ordinance of the Territory assented to by the Governor-General of the Commonwealth of Australia;

“the first year” means the year commencing on the first day of January, 1956;

“the leasing program” means the program set out in clause 3 of this agreement as adjusted or varied from time to time pursuant to clause 8 of this agreement;

“the Minister” means the Minister of State for the Commonwealth for the time being administering the *Northern Territory (Administration) Act 1910-1953* of the Commonwealth and includes a Minister or member of the Federal Executive Council for the time being acting for or on behalf of that Minister;

“the period of the leasing program” means the period of fifteen years commencing on the first day of January, 1956, together with any period for which that period is extended pursuant to paragraph (a) of sub-clause (1.) of clause 8 of this agreement;

“the program of investigations” means, at any relevant time, the program or programs submitted by the Company to the Administrator up to that time pursuant to paragraph (a) of sub-clause (3.) of clause 7 of this agreement as adjusted or varied from time to time pursuant to clause 8 of this agreement;

“the selected area” means, at any relevant time, the area or areas selected by the Company up to that time in pursuance of sub-clause (1.) of clause 7 of this agreement;

“the sub-coastal plains” means the lands shown as sub-coastal plain on the map entitled ‘C.S.I.R.O., Northern Australia Regional Survey 1946, Map of the Land Systems, Katherine-Darwin Region’, annexed to the General Report on Survey of Katherine-Darwin Region, 1946, published in 1953 by the Commonwealth Scientific and Industrial Research Organization, Australia, except such of the lands so shown which—

(i) lie to the west of the Stuart Highway;

(ii) in pursuance of any law in force in the Territory have been or are from time to time constituted an aboriginal reserve or a reserve for persons declared or deemed to be wards in pursuance of the *Welfare Ordinance 1953* of the Territory; or

(iii) are from time to time leased to an institution in pursuance of the *Aboriginals Ordinance 1918-1953* of the Territory or the said *Welfare Ordinance 1953*;

“the Territory” means the Northern Territory of Australia;

“unit” means an area of 5,000 acres or thereabouts; and

“year” means a calendar year commencing on the first day of January.

Approval of Agreement.

2. This agreement, other than paragraph (a) of sub-clause (1.) and sub-clause (2.) of clause 4 of this agreement, shall have no force or effect and shall not be binding on either party unless and until it is approved by an Ordinance of the Territory assented to by the Governor-General of the Commonwealth of Australia.

Leasing program.

3. The intent of this agreement is that the Company shall, with certain assistance from the Commonwealth, develop a selected area of land in the Territory for the production of rice in accordance with a program which involves the leasing and development in accordance with the leases of the following units, namely:—

(a) in the first year—one or two units;

(b) in the second year—one or two additional units, as mutually agreed between the Commonwealth and the Company having regard to the results of the agronomic and engineering investigations made and experience derived in the prior year;

(c) in the third year—one or two additional units, as mutually agreed between the Commonwealth and the Company having regard to the results of the agronomic and engineering investigations made and experience derived in the two prior years;

(d) in the fourth year—three additional units;

(e) in the fifth year—three additional units;

(f) in the sixth year—five additional units;

(g) in the seventh year—seven additional units;

(h) in the eighth year—nine additional units;

(i) in the ninth year—nine additional units;

(j) in the tenth year—nine additional units;

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(k) in each year after the tenth until a total area of five hundred thousand acres has been leased—ten additional units.

Legislation to be submitted to the Legislative Council.

4.—(1.) The Commonwealth will take the necessary action to have submitted to the Legislative Council of the Territory at the earliest practicable date—

- (a) a Bill for an Ordinance to approve this agreement;
- (b) a Bill for an Ordinance to provide for the granting of Agricultural Development Leases which Bill shall be in the terms of the draft Bill designated "Draft Agricultural Development Leases Bill 1956" delivered by the Commonwealth to the Company upon the execution of this agreement and signed on behalf of the parties to this agreement for identification purposes; and
- (c) a Bill for an Ordinance to amend the *Crown Lands Ordinance 1931-1955* substantially in the terms of the document designated "Draft Amendment of the Crown Lands Ordinance" delivered by the Commonwealth to the Company upon the execution of this agreement and signed on behalf of the parties for identification purposes.

(2.) The Bill referred to in paragraph (a) of sub-clause (1.) of this clause shall contain *inter alia* provisions for the purpose of—

- (a) requiring the Administrator to exercise his powers under the laws of the Territory in relation to any Agricultural Development Lease or Agricultural Lease granted to the Company in pursuance of this agreement or otherwise in relation to the Company, consistently with the provisions of this agreement;
- (b) ensuring that, if a difference or dispute arises between the Company and the Administrator as to any matter in relation to which the Company considers that the provisions of this agreement are relevant, being a matter in regard to which the Administrator has a power under a law of the Territory and not being a matter in respect of which an appeal lies to the Land Court of the Territory:—
 - (i) the Administrator will, at the request of the Company, refer the matter to the Minister;
 - (ii) the Minister will decide the matter after giving to the Company an opportunity of making representations on the matter and having regard to the provisions of this agreement; and
 - (iii) the Administrator will give effect to the decision of the Minister; and
- (c) giving to the Company a right of appeal to the Land Court of the Territory from a determination of the Administrator under the Agricultural Development Leases Ordinance, of the amount to be paid by the Company, having regard to clause 12 of this agreement, for improvements upon land of which an Agricultural Development Lease is proposed to be granted to the Company in pursuance of this agreement.

Basis of Agreement.

5. It is the intention of this agreement that all Agricultural Development Leases granted to the Company in pursuance hereof shall, subject to any express provisions of this agreement, be granted to and held during their respective terms by the Company under and according to the provisions of an Ordinance of the Territory in the terms of the draft Bill designated "Draft Agricultural Development Leases Bill 1956" referred to in paragraph (b) of sub-clause (1.) of clause 4 of this agreement or in such amended terms as may be agreed to by the Company and it is acknowledged that the parties have contracted on that basis.

Commonwealth will not grant leases within sub-coastal plains.
Selected area.

6. The Commonwealth will not, during the period of five years from the commencement date, grant to any person or corporation other than the Company a lease for large scale agricultural production of land lying within the sub-coastal plains.

7.—(1.) The Company will conduct engineering and other surveys of the land in the sub-coastal plains and on or before the expiration of five years from the commencement date will select an area or areas, totalling not more than 750,000 acres, lying within the sub-coastal plains which the Company considers merits close investigation as being suitable for the production of rice and will inform the Administrator of the location of the area or areas selected.

(2.) Except as otherwise provided in this agreement, the Commonwealth will not grant to any person or corporation other than the Company a lease for large scale agricultural production of land in the selected area until after the expiration

of the period of the leasing program or until after the Company has given notifications to the Commonwealth under sub-clause (1.) of clause 9 of this agreement in respect of a total area of 500,000 acres, whichever first occurs.

(3.) (a) The Company will undertake investigations into the suitability for rice production of the land in the selected area and will on or before the expiration of five years from the commencement date, submit to the Administrator a program or programs of the portions of the selected area which it proposes progressively to investigate.

(b) Subject to the provisions of clause 8 of this agreement the first investigation under paragraph (a) of this sub-clause shall be completed within five years from the commencement date, and each successive investigation shall be completed within a period of five years from the commencement of that investigation.

(c) Subject to the provisions of clause 8 of this agreement the investigation of the selected area under this sub-clause shall be completed within fifteen years from the commencement date.

8.—(1.) (a) If the Company has been prevented from or hindered in applying for units in accordance with the leasing program by reason of any of the factors mentioned in paragraph (a) of sub-clauses (7.) of clause 10 of this agreement, the period of the leasing program shall, at the request of the Company, be extended for such period as may be agreed between the Commonwealth and the Company to be a reasonable period to compensate the Company for the delay caused by that factor but so that the total period during which the Company may apply for Agricultural Development Leases under this agreement shall not exceed the period of twenty-five years commencing on the commencement date.

Extensions, adjustments and variations.

(b) In the event of the period of the leasing program being extended under the last preceding paragraph—

- (i) the time within which the investigation of the selected area shall be completed shall be extended to the same extent; and
- (ii) the program of investigations and the leasing program shall be adjusted in such manner as may be agreed between the Administrator and the Company to be reasonable having regard to the period for which the period of the leasing program has been extended.

(2.) Without limiting the generality or effect of the last preceding sub-clause, if the Company has been hindered in or prevented from completing any part of its investigations of the selected area by any of the factors mentioned in sub-paragraphs (i) to (v) inclusive, of paragraph (a) of sub-clause (7.) of clause 10 of this agreement, or has been hindered in or prevented from complying with the leasing program but by reason of the provisions of sub-clause (7.) of clause 10 of this agreement, is not to be taken to be in default under this agreement, the program of investigations and the leasing program or either of them shall, at the request of the Company, be adjusted within the period of the leasing program in such manner as may be agreed between the Administrator and the Company to be necessary to enable the Company to take up Agricultural Development Leases of land comprising a total area of 500,000 acres within the period of the leasing program.

(3.) In any event, the program of investigations and the leasing program or either of them may be varied, within the period of the leasing program, by agreement between the Company and the Administrator, either to accelerate or to retard the rate of taking up units by the Company, but so that the total area comprised in Agricultural Development Leases to be granted by the Commonwealth to the Company under this Agreement shall not exceed 500,000 acres.

9.—(1.) Subject to this agreement, the Company will during each period of its investigations under sub-clause (3.) of clause 7 of this agreement, including any extension of that period pursuant to the last preceding clause, and at such times as will enable the Company to fulfil the leasing program, give notice to the Administrator of the land within the selected area investigated in that period of which the Company shall require the Commonwealth to grant an Agricultural Development Lease or Leases.

Notifications of land to be leased.

(2.) The Commonwealth will after receiving each notice take appropriate steps, subject to and in accordance with the laws of the Territory, by resumption or acquisition of land and by proclamation of Water Control Districts or otherwise, to ensure that an Agricultural Development Lease or Leases of the land required can be granted to the Company, and that the Commonwealth will be able to exercise

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powers for the purpose of ensuring the control of the use, storage and flow of water on the lands adjacent to the land to be comprised in each such Lease.

(3.) Any land within the portion of the selected area investigated in any period aforesaid which is not, within that period including any extension of that period pursuant to the last preceding clauses, notified by the Company in accordance with sub-clause (1.) of this clause as land of which it requires to be granted an Agricultural Development Lease may be leased by the Commonwealth to any person or corporation for any purpose, including large scale agricultural development.

(4.) The Company may, after the expiration of a period within which the investigation of a portion of the selected area is to be completed, give notice to the Administrator of land within the portion of the selected area investigated in that period of which the Company desires the Commonwealth to grant an Agricultural Development Lease or Leases and the Commonwealth may, but without being obliged to do so, accept the notice as notice properly given pursuant to sub-clause (1.) of this clause.

**Agricultural
Development
Leases.**

10.—(1.) Subject to the next succeeding sub-clause, upon the Agricultural Development Leases Ordinance becoming law, and on the Company applying in accordance with the provisions of that Ordinance for the grant to the Company of an Agricultural Development Lease of a parcel of land notified by the Company to the Administrator pursuant to sub-clause (1.) of clause 9 of this agreement, the Commonwealth will grant an Agricultural Development Lease to the Company in respect of that parcel of land.

(2.) The Company shall in accordance with the leasing program apply for, accept and execute an Agricultural Development Lease of the land which it notifies the Administrator in accordance with sub-clause (1.) of clause 9 of this agreement that it will require to be leased to it.

(3.) The Commonwealth shall not be obliged to grant Agricultural Development Leases to the Company in any year in respect of an area in excess of the number of units for that year in the leasing program.

(4.) Nothing contained in this Agreement shall prevent the Company from applying for an Agricultural Development Lease of any land not leased to any other person or corporation which lies within the sub-coastal plains but not within the selected area or which is sub-coastal plain land lying to the west of the Stuart Highway, but the Company will, if any such application is granted, waive its rights under this clause to leases of an area of land in the selected area of similar acreage to that contained in the grant.

(5.) The Commonwealth shall not be obliged to grant an Agricultural Development Lease to the Company of land in the selected area while the Company is in default under this Agreement.

(6.) If at any time the Company has been in default under this agreement for a period of not less than one year, the Commonwealth may give to the Company a notice in writing specifying the matter or matters in respect of which the Company is in default and specifying a period, not being less than six months within which the Company must remedy the default, and, unless within the period specified in the notice the Company remedies the default to the satisfaction of the Minister, the Commonwealth will not, after the expiration of the period specified, be bound by the provisions of this agreement.

(7.) (a) The Company shall not be taken to be in default under this agreement to the extent that it has been prevented from or hindered in carrying out any provision of this agreement by—

- (i) war or the apprehension of war;
- (ii) inability on the part of the Company, due to causes outside its control, to obtain sufficient quantities of suitable rice seed;
- (iii) failure or delay on the part of the Commonwealth or the Administrator in exercising powers under the laws of the Territory for the purpose of ensuring the control of the use and flow of water onto any land held on lease by the Company from adjacent lands and from any land held on lease by the Company onto adjacent lands, or in otherwise carrying out the obligations of the Commonwealth under this agreement or in giving any assistance which the Commonwealth is obliged to give to the Company under this agreement;

(iv) refusal of the Administrator to authorize the Company to carry out reasonable plans submitted by the Company for works to effect the control of the use and flow of water referred to in the last preceding sub-paragraph; or

(v) any other cause beyond the Company's control.

(b) The Company shall not in any event be taken to be in default under this agreement so far as the making of applications for and the development of Agricultural Development Leases in accordance with the leasing program is concerned, and the Commonwealth shall not take or withhold any action in pursuance of this agreement by reason only of failure on the part of the Company to apply for and develop Agricultural Development Leases in accordance with that program, if the Company has developed for rice growing a total area of land of—

(i) at the end of the first period of five years, beginning with the first year, not less than 30,000 acres;

(ii) at the end of the next period of five years, not less than 130,000 acres; and

(iii) at the end of the next period of five years, not less than 280,000 acres.

(c) For the purposes of the last preceding paragraph, land shall be deemed to have been developed for rice growing if—

(i) the land has been sown to rice by the Company; or

(ii) the land has not been sown to rice by the Company but has been included in a plan of subdivision pursuant to the provisions of the Agricultural Development Leases Ordinance, which plan has been approved by the Administrator under that Ordinance.

(d) The provisions of paragraphs (a) and (b) of this sub-clause shall not exempt an Agricultural Development Lease granted to the Company pursuant to this agreement from liability to forfeiture for breach of a covenant thereof, but in determining under the provisions of the Agricultural Development Leases Ordinance whether to effect a forfeiture, the Administrator may have regard to the factors mentioned in the said paragraph (a).

11.—(1.) The Minister will not impose in an Agricultural Development Lease granted pursuant to this agreement any condition which would be inconsistent with sound farming practice in the development or use for the purposes of this agreement of the areas leased to the Company pursuant to this agreement.

Conditions of Agricultural Development Leases.

(2.) If the Company at any time considers that the conditions imposed in an Agricultural Development Lease granted pursuant to this agreement are in contravention of sub-clause (1.) of this clause, or are too onerous having regard to the Company's obligations under the agreement, the Minister will, if so required by the Company, refer the question to the Advisory Board to be established under the Agricultural Development Leases Ordinance for consideration and report to him, and will review the conditions in the light of the Board's report.

(3.) No rights shall be conferred on the Company under this clause other than the right conferred by sub-clause (2.) of this clause.

12. On the grant to the Company of an Agricultural Development Lease pursuant to this agreement, the Company shall not be required to pay in respect of the improvements on the subject land an amount exceeding the value (if any) of the improvements to the Company for the purposes of this agreement.

Payment for improvements.

13. The rent determinable by the Administrator in respect of an Agricultural Development Lease granted pursuant to this agreement shall not exceed Two shillings per acre per annum.

Rent of Agricultural Development Leases.

14. The term of all Agricultural Development Leases granted to the Company pursuant to this agreement shall be thirty years.

Term of Agricultural Development Leases.

15. Upon a plan of subdivision and statement of work or improvements being submitted in pursuance of the provisions of the Agricultural Development Leases Ordinance, the Administrator shall not, in any amendment of the statement of work or improvements or any alternative statement of work or improvements submitted by him to the lessee under an Agricultural Development Lease granted

Subdivision of Agricultural Development Leases.

to the Company under this agreement, include any work or improvements other than the clearing, ripping, ploughing, cultivation, grading and levelling of land, and the provision of canals, dams, channels, embankments, checkbanks, and other earthworks and water control works, and fencing, water supplies for stock, and access roads.

Provision of
Services and
Works.

16.—(1.) Subject to the laws of the Territory, the Company will provide housing, shopping facilities, amenities and other community buildings, facilities and services for personnel engaged by the Company on rice production, and will provide such forms of transport and construct such roads, railways, tramways, airstrips, canals, dams, channels, embankments, checkbanks and other earthworks and water control works as are essential to its operations.

(2.) The Commonwealth will, in accordance with the laws for the time being in force in the Territory, grant to the Company, in addition to the Agricultural Development leases referred to in this agreement, such leases of land in the Territory as the Minister considers are reasonably required by the Company—

(a) to enable it to fulfill its obligations under the last preceding sub-clause; or

(b) for the construction thereon by the Company of such roads, railways and tramways as are reasonably required for access between, on the one hand, the Darwin-Birdum railway and the Stuart Highway and, on the other hand, the land comprised in the Agricultural Development Leases for the time being held by the Company, and of such canals, dams, channels, embankments, checkbanks, and other earthworks and water control works as are reasonably required for the control of the flow and storage of water onto upon or away from the land comprised in any Agricultural Development Lease for the time being held by the Company.

(3.) Any leases granted to the Company in pursuance of either paragraph (a) or paragraph (b) of the last preceding sub-clause for the construction by the Company of roads, railways, tramways, canals, dams, channels, embankments, checkbanks, or other earthworks or water control works may contain conditions providing for the right of use by others of the land leased, but so that such use shall not, in the opinion of the Administrator, be prejudicial to the development of the Agricultural Development Leases granted to the Company and so that others will not be granted any such right of use which will or may result in them using or having the benefit of roads, railways, tramways, canals, dams, channels, embankments, checkbanks, or other earthworks or water control works constructed at the expense of the Company except on the terms of paying to the Company such periodical or other contribution as the Administrator thinks reasonable, having regard to the amount expended by the Company and the probable extent of use by the grantee.

Rice Seed
Nursery.

17. The Commonwealth will make available to the Company, in accordance with the laws of the Territory, in an area of the Territory lying to the west of the Adelaide River to be mutually agreed upon, a parcel of land not exceeding two hundred and fifty acres in area for development by the Company as a rice seed nursery.

Commonwealth
Experiments
and
Investigations.

18. The Commonwealth undertakes to carry out, in conjunction with the Company, or on its own account and from its own resources, agricultural experimental work on rice varieties and rice-growing techniques, and hydrological investigations to determine the supply of and best methods of control and use of water over the potential rice-growing areas of the Territory, including the areas leased to the Company pursuant to this agreement, and to make the results of its experiments and investigations available to the Company, but does not undertake to comply with any timetable or other requirement of the Company.

Provision of
rice seed.

19. The Commonwealth will, so far as practicable within the provisions of the relevant laws, use its best endeavours to assist the Company in obtaining supplies of rice seed, especially in the first year of operations of the Company.

Immigration of
Employees.

20. The Commonwealth will give consideration to affording assisted passages to eligible workers from countries with which the Commonwealth has bilateral agreements regarding immigration and their dependants, subject to the Company giving the guarantee and assurances required by the Commonwealth.

21.—(1.) The Company will provide itself with adequate plant and machinery to carry on its operations under this Agreement. Plant and machinery.

(2.) The Commonwealth will, so far as practicable within the provisions of the relevant laws, use its best endeavours to assist the importation of plant and machinery required by the Company for its operations.

(3.) The Company will provide its own dollar or other currency for any non-sterling imports.

22. The Commonwealth will carefully examine existing laws on control of wild life likely to be prejudicial to rice-growing with a view to the appropriate revision of the existing laws of the Territory in order to facilitate the control of such wild life on their land by lessees or other landholders engaged in rice-growing or associated agricultural development. Wild Life.

23. The Company will carry out research and investigation on rice-growing and will make the results of such research and investigation available to the Commonwealth. Company Research.

24. The Commonwealth will, in accordance with the laws for the time being in force in the Territory, grant or cause to be granted to persons nominated by the Company and approved by the Minister such permits authorities and licences as the Minister may consider to be reasonably required to enable or assist the Company to conduct a survey or undertake an investigation in pursuance of its obligations under sub-clauses (1.) and (3.) of clause 7 of this agreement or under any other provision of this agreement and for any such purpose to enter or have access to any lands in the Territory provided that the Company will at all times indemnify and keep indemnified the Commonwealth against all damages or compensation moneys for the payment of which the Commonwealth may become liable (including all costs and expenses properly incurred by the Commonwealth in connection with any claim for damages or compensation) by reason of anything done or omitted by any such person acting or purporting to act under or in pursuance of any such permit authority or licence. Entry on Land for Surveys and Investigations.

25. The Company will, in any survey conducted by it, comply with the provisions of the *Licensed Surveyors Ordinance* 1933-1937 of the Territory, and will, within six months after the completion of any survey, supply to the Surveyor-General copies of all field notes and plans certified by a person approved by the Administrator. Surveys.

26.—(1.) The Company will have sufficient subscribed capital and other resources available each year, other than by charging, encumbering or mortgaging any lease granted by the Commonwealth for the purpose of agricultural development, to carry out its obligations under this agreement. Share Capital of Company.

(2.) At least one-quarter of the share capital of the Company issued from time to time shall be available for subscription by British subjects ordinarily resident in Australia or by a company or companies incorporated in Australia of which not less than two-thirds of the share capital is held by British subjects, which persons or company or companies may be selected by the Company.

(3.) If at any time one-quarter of the issued capital of the Company is not held by persons or a company or companies referred to in the last preceding sub-clause, the Company shall, if required to do so by the Commonwealth, show to the satisfaction of the Commonwealth that such offers of shares have been made as have given a reasonable number of Australian interests the opportunity to take up so much of each issue of shares of the Company as was not taken up by the said persons or company or companies.

27.—(1.) After the expiration of five years from the commencement date, and if the Company has developed for rice production and brought into production an area of not less than 25,000 acres, the Company may, from time to time, with the approval of the Minister, assign or sublet to a company in which the Company holds at least twenty-five per centum of the issued capital for the time being the Company's right under this agreement to take up any lease or leases or any other part of the benefits of this agreement. Assignment, &c. of Agreement.

(2.) After the making of an assignment or a sub-letting in accordance with the last preceding sub-clause, the obligations of the Company under this agreement in respect of the said lease or leases or other subject matter of the assignment or

