

TASMANIA.



1938.

ANNO SECUNDO

GEORGI VI. REGIS.

No. 34.

ANALYSIS.

1. Short title.
2. Amendment of 23 Geo. V. No. 37, s. 19.

AN ACT to amend the *Dairy Produce Act 1932*. A.D. 1938.
—
 [25 November, 1938.]

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 *Dairy Produce Act 1938*. Short title.

2 Section nineteen of the Principal Act is hereby amended by inserting therein— Amendment of 23 Geo. V. No. 37, s. 19.

I. The words “ or are unfit for the purpose for which they are used or intended to be used ” (at the end of paragraph 1. of subsection (1)) : and

II. The following new subsections (4) and (5)—

“ (4) Where the relationship of landlord and tenant exists between the owner and occupier of

Dairy Produce.

A.D. 1938.

dairy premises the reasonable cost of improvement necessitated by a notice under this section by a supervisor shall be borne in accordance with the following provisions—

i. If at the time the expenditure is incurred the lease of the occupier has an unexpired term of—

(a) Less than twelve months, the landlord shall pay the whole of such cost : and

(b) More than twelve months—
the tenant shall pay a sum equal to one-fifteenth of such cost for each year of the unexpired term of his lease, and the landlord shall pay the balance, if any, and for the purposes of this paragraph a broken period exceeding six months shall be counted as one year, but otherwise shall not be counted :

ii. If either of such parties has paid a greater proportion of such cost than is herein provided he may recover the excess from the other party, and if he is the tenant he may set off such excess against any rent payable by him to the landlord : and

iii. Upon receipt of a notice under this section involving expenditure for alterations or improvements the tenant shall forward a copy thereof to his landlord, and in default thereof the landlord shall not be required to bear any part of the cost incurred by the tenant—

but if the tenant has commenced the business of dairying after the enactment of this provision in premises not previously used for that purpose, without the consent in writing of the landlord, the tenant shall pay the whole of the cost incurred by reason of such notice as aforesaid.

(5) Any contract or agreement which excludes or purports to exclude the operation of subsection (4) hereof in respect of any lease or tenancy shall be void and of no effect."