

**PUBLIC**

57

Mr A.Sharp

LINDA OMAR
Committee Clerk
Standing Committee on Environment and Public Affairs
Legislative Council
Parliament House, PERTH W.A. 6000

Submission re; shack sites in Western Australia

I am a Professional fisherman and have held a lease at Dillon Bay since 1976, to house professional fishermen in the salmon and South Coast shark fisheries. My father held the lease before me, applying for it in early 1968. Lease no RJ 987369, Kent District Loc. 1989, file no 02178-1965.

It is essential for the operation of the fisheries as salmon are spotted from the site from daylight to dark throughout the season and also during the back run most years. As we are based in Albany the lease and housing for ourselves and fishing crew is essential. Also for storage and protection of boats and fishing gear.

On the south coast, fishermen are allocated set beaches for salmon fishing and the possible loss of the lease and housing would mean the end of the industry, certainly in our case and I am sure with other fishermen also.

We pay rates to the Jerramungup Shire on a yearly basis, and lease fees to the Department of Regional Development and Lands. We also have Public Liability Insurance.

We comply with Departmental regulations and in a recent inspection of the lease, Douglas McArthur, state Land Field Officer commented that the lease area was neat, clean and tidy at the time of inspection and was being utilised.

My father also held one of the first leases granted for the South West side of Wilsons Inlet for estuarine fishing. My sons also Professional fishermen have a lease and dwelling at Wilsons Inlet thus enabling them to carry on their fishing operations in this area and to store their gear.

I /we believe any Professional fishermen who have leases and shack sites in W.A. on public land, should be able to keep them to be able to carry on their licenced fishing activities in these areas.

Enclosed is a copy of my original lease for Kent Location 1989, Dillon Bay.

Yours sincerely,

A Sharp

Mr A.Sharp

13th July 2010



SPECIAL LEASE

(Under Section 116 of the Land Act, 1933, and the Amendments.)

Lease No. **3116**
6357

SOUTH WEST DIVISION

Kent Location No. 1989

Elizabeth the Second, by the Grace of God, Queen of Australia and Her other Realms and Territories, Head of the Commonwealth. To all to whom these presents shall come, GREETING: Know Ye that whereas by the Land Act, 1933 and Amendments, power is given to the Governor in Council of our State of Western Australia to grant leases of any portion of land to any person for any special purpose upon the terms and conditions set forth in section 116 of the said Act: And whereas Alfred Newton Sharp of care of Post Office Box 516 Albany Fisherman -----

in the said State has made application for a lease of the land hereinafter described for the special purpose of Housing (Professional Fishermen)

And whereas the said Governor in Council has approved the granting of the said lease; We of our especial Grace, and in consideration of the premises, and also in consideration of the rents hereinafter reserved and on the part of the said Alfred Newton Sharp

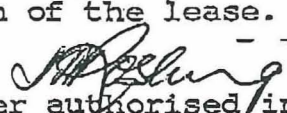
his, Executors, Administrators, and Assigns (hereinafter called "the Lessee"), to be paid, and in exercise of the powers in that behalf to us given by the said Act, do by these Presents demise and lease to the said Lessee the natural surface and so much of the land as is below the natural surface to a depth of 12.19 metres of ALL THAT piece or parcel of land being

Kent Location 1989 ----- and containing 1.2141 hectares as delineated by a border of green colour on the plan hereon, with the appurtenances: TO HAVE AND TO HOLD the premises hereby demised subject to the powers, reservations, and conditions herein and in the said Act contained, and with all the rights, powers, and privileges conferred by such of the said Act as are applicable hereto, unto the said Lessee, for the term of one years, to be computed from the first day of October, 1976, for the special purposes aforesaid: YIELDING AND PAYING therefor during the said term unto Us, Our Heirs and Successors, the yearly rent of \$30-00 without deduction, by equal payments half-yearly, in advance on or before the first day of March and the first day of September in every year, such rent to be paid to our Minister for Lands of Our said State: Provided, nevertheless, that it shall at all times be lawful for Us, our Heirs and Successors, or for any person or persons acting in that behalf by Our or Their authority, to resume and enter upon possession of any part of the said lands which it may at any time by Us, our Heirs and Successors, be deemed necessary to resume for roads, tramways, railways, railway stations, bridges, canals, towing paths, harbour or river improvement works, drainage or irrigation works, quarries, and generally for any other works or purposes of public use, utility, or convenience, and for the purpose of exercising the power to search for minerals and gems hereinafter reserved, and such land so resumed to hold to Us, our Heirs and Successors, as of Our or Their former estate, without making to the said Lessee, or any person claiming under him, any compensation in respect thereof; so, nevertheless, that the lands so to be resumed shall not exceed one-twentieth part in the whole of the lands aforesaid, and that no such resumption be made of any part of the said lands upon which any buildings may have been erected, or which may be enclosed and in use as gardens, or otherwise for the more convenient occupation of any such buildings or on which any other improvements as defined by the said Act have been made without compensation: Provided also, that it shall be lawful at all times for Us, our Heirs and Successors, or for any person or persons acting

in that behalf by Our or Their authority, to cut and take away any such indigenous timber, and to search and dig for and carry away any stones or other materials which may be required for making or keeping in repair any roads, tramways, railways, railway stations, bridges, canals, towing paths, harbour works, breakwaters, river improvements, drainage, or irrigation works, and generally for any other works or purposes of public use, utility, or convenience, without making to the Lessee, or any person claiming under him, any compensation in respect thereof, and we do hereby save and reserve to Us, our Heirs and Successors, all mines of gold, silver, copper, tin or other metals, ore, and mineral, or other substances containing metals, and all gems and precious stones, and coal or mineral oil, and all phosphatic substances in and under the said land, with full liberty at all times to search and dig for and carry away the same; and for that purpose enter upon the said land or any part thereof; and we do hereby save and reserve to Us, our Heirs and Successors, all petroleum (as defined in the Petroleum Act, 1967, and all amendments thereof for the time being in force) on or below the surface of the said land with the right reserved to Us, our Heirs and Successors and persons authorised by Us, our Heirs and Successors to have access to the said land for the purpose of searching for and for the operations of obtaining petroleum in any part of the said land subject to and in accordance with the provisions contained in the Petroleum Act, 1967 and all amendments thereof for the time being in force or any Act repealing and enacted in substitution of that Act: Provided also, that if the said Lessee shall, during the term hereby created, at any time make default in payment of the rent hereby reserved, or shall fail or cease to use, hold, and enjoy the said land for the said special purpose, it shall thereupon be lawful for Us, our Heirs and Successors into and upon the said demised premises, or any part thereof in the name of the whole to re-enter, and the same to have again, repossess, and enjoy as if this deed-poll had never been executed, without making any compensation to the said Lessee.

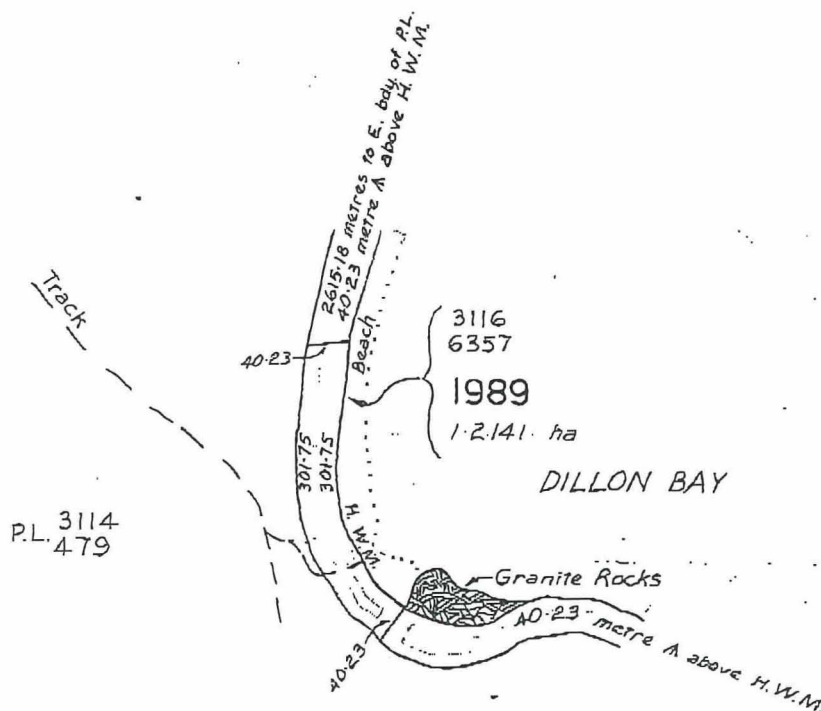
This Lease is issued subject to the following Conditions :-

1. The land shall not be used for any purpose other than Housing (Professional Fishermen) without the prior approval in writing of the Minister for Lands.
2. The lease shall be renewable at the will of the Minister for Lands and subject to determination at three months' notice by either party after the initial term of one (1) year. Should the lease be so renewed, the rental fixed may be reappraised at such amount as the Minister for Lands may at any time and from time to time determine.
3. All buildings, erections, paving, drainage and other works shall be to the approval of the Local Authority and the lessee shall perform, discharge and execute all requisitions and works unto the demised land as are or may be required by any local or public authority operating under any statute by-law or regulation.
4. Compensation shall not be payable to the lessee in respect of any improvements effected by him on the demised land and remaining thereon at the expiration or earlier determination of the lease.
5. The public shall have at all times free and uninterrupted access to and through the demised land consistent with the efficient operation of the lease.


An Officer authorised in this behalf by the Governor
By order of the Minister for Lands.

PLAN HEREIN REFERRED TO
SUBJECT TO SURVEY

ALL MEASUREMENTS IN METRES



Plans 447/80 D.S. Sketch page 34 of Conn.
Conn. 2178/65
Acc. No. SL 3443
Drawn K.S.M. Ex'd. *[Signature]*

Scale 1:7500

The area and measurements on the above plan are more or less.

IN WITNESS whereof we have caused Our said Minister for Lands to affix hereto his
seal and set his hand. Dated this ^{sixth} twenty/ day of November
19 76.

[Signature]
An Officer authorised in this behalf by the Governor,
By order of the Minister for Lands.