
ZOOLOGICAL MUSEUM AGREEMENT:

No. 49 of 1924.

An Act to approve an Agreement made between the Commonwealth of Australia and William Colin MacKenzie and for other purposes.

[Assented to 20th October, 1924.]

BE it enacted by the King's Most Excellent Majesty, the Senate, and the House of Representatives of the Commonwealth of Australia, as follows:—

1. This Act may be cited as the *Zoological Museum Agreement Act* 1924. Short title.

2.—(1.) There shall be a National Museum of Australian Zoology. National Museum of Australian Zoology.
(2.) The Museum shall consist of the specimens and animals referred to in clause one of the Agreement contained in the Schedule

to this Act and of such other specimens and animals as the Minister, from time to time, directs shall be included in the Museum.

(3.) The Museum shall be housed and kept at such place as the Minister, from time to time, directs.

Approval of Agreement.

3. The Agreement made between the Commonwealth of Australia and William Colin MacKenzie (a copy of which Agreement is set forth in the Schedule to this Act) is approved.

THE SCHEDULE.

THIS INDENTURE made the second day of August One thousand nine hundred and twenty-four BETWEEN THE COMMONWEALTH OF AUSTRALIA (hereinafter referred to as "the Commonwealth") and WILLIAM COLIN MACKENZIE of 612 St. Kilda-road Melbourne in the State of Victoria Doctor of Medicine (hereinafter called "the donor")

Whereas the donor has during many years acquired from time to time and brought together a large number of specimens of the fauna of Australia which collection is now housed in the premises of the donor situated at 612 St. Kilda-road Melbourne in the said State

And whereas the donor has also brought together a number of Australian animals which animals (with the exception of one Tasmanian Tiger or Wolf now housed at the Zoological Gardens at Melbourne aforesaid) are held in captivity by the donor on certain land at Healesville in the said State occupied by the donor by permission of the State of Victoria

And whereas the donor is desirous that the said specimens and animals shall be and remain available for the use of the Commonwealth for purposes of reference and scientific research and shall form the nucleus of a National Museum of Australian Zoology

And whereas the donor is desirous of serving the Commonwealth as Director of the said Museum and the Commonwealth has agreed to appoint the donor as Director aforesaid

NOW THIS INDENTURE WITNESSETH—

1. That in consideration of the premises the donor hereby gives assigns transfers and conveys to the Commonwealth all his right title and interest in and to—

- (a) the said specimens which said specimens are more particularly described in the book intituled "The Catalogue of the National Museum of Australian Zoology" (which said book is intended to form part and parcel of these presents and has been attested for the purposes of identification by the parties executing these presents);
- (b) the said animals including the Tasmanian Tiger or Wolf aforesaid; and
- (c) all buildings fixtures and other erections erected affixed or set up to or upon the said land at Healesville aforesaid

to hold the same to the Commonwealth absolutely.

2. The donor covenants for himself his executors and administrators that until the transfer of the said specimens and animals to the Territory for the Seat of Government of the Commonwealth or until the expiration of three years from the date hereof whichever event shall first happen the donor shall—

- (a) safely house and exhibit the said specimens at his premises at 612 St. Kilda-road aforesaid or at other premises approved for that purpose by the Minister of State for Home and Territories of the Commonwealth free of rent or other charges to the Commonwealth;
- (b) at the expense of the donor safely keep and properly maintain or cause to be safely kept and properly maintained the said animals at the places at which same are now respectively confined.

THE SCHEDULE—*continued.*

3. The Commonwealth covenants with the donor as follows:—
- (a) That until the happening of the event mentioned in Clause 2 of this Agreement which shall first happen the expense of keeping and maintaining the said specimens (other than the expense to be borne by the donor as aforesaid) shall be borne by the Commonwealth; and
 - (b) That after the happening of the event mentioned in Clause 2 of this Agreement which shall first happen the whole of the expense of keeping and maintaining the said specimens and the said animals shall be borne by the Commonwealth.
4. The Commonwealth undertakes that it will reserve in the Territory for the Seat of Government of the Commonwealth a site or sites in its opinion suitable for the purposes of the said Museum and will after the transfer of the Seat of Government of the Commonwealth to the said Territory construct at its own expense such buildings and other enclosures as in its opinion are necessary or desirable for the accommodation of the said Museum.
5. The expenses of transporting the said specimens and animals from the premises in which the same are now respectively kept to the said site or sites shall be borne by the Commonwealth.
6. The Commonwealth covenants with the donor that the Commonwealth shall appoint and shall (so long as the donor shall be physically and mentally capable of performing and shall to the best of his ability duly and faithfully perform the duties from time to time allotted to him by the said Minister) retain the donor as Director of the said Museum with the title of Professor of Comparative Anatomy.
7. The donor covenants with the Commonwealth that he will to the best of his ability duly and faithfully perform the duties allotted to him as Director of the said Museum by the said Minister and will at all times permit to the extent to which he may be so required by the said Minister inspection by any person or persons of the said specimens and animals.
8. The Commonwealth agrees to pay to the donor so long as he is performing the duties of Director of the said Museum such allowance for personal expenses incurred by him in connexion with the said Museum as may from time to time be determined by the said Minister but not being less in any case than an allowance at the rate of Six hundred pounds per annum.
9. It is mutually covenanted and declared by and between the parties hereto—
- (a) That although the specimens and animals are hereby transferred and given to the Commonwealth for the purpose of forming the nucleus of a National Museum of Australian Zoology the said specimens and animals are the property of the Commonwealth absolutely and may be dealt with by the Commonwealth from time to time in such manner as it in its absolute discretion may determine;
 - (b) That this Agreement shall have no force or effect and shall not be binding on the Commonwealth unless and until it is approved by the Parliament of the Commonwealth.

In witness whereof the Minister of State for Home and Territories of the Commonwealth for and on behalf of the Commonwealth and the said William Colin MacKenzie have hereunto set their hands and seals the day and year first hereinbefore written.

Signed sealed and delivered by the Right
Honorable George Foster Pearce P.C.
the Minister of State for Home and
Territories of the Commonwealth
for and on behalf of the Common-
wealth in the presence of—

G. F. PEARCE. (L.S.)

J. F. MURPHY.

Signed sealed and delivered by the said
William Colin MacKenzie in the pre-
sence of—

WM. COLIN MacKENZIE. (L.S.)

L. E. VAIL, Solicitor, Melbourne.