

MINERAL OIL AND COAL REGULATIONS*

1. These Regulations may be cited as the Mineral Oil and Coal Regulations 1923.*

2. In these Regulations, unless the contrary intention appears—

“Lease” means a Mineral Oil Lease or a Coal Lease granted under the Ordinance;

“Lessee” means the holder of a Mineral Oil Lease or a Coal Lease granted under the Ordinance;

“Licence” means a licence granted or deemed to have been granted under the Ordinance;

“Licensee” means the holder of a licence granted or deemed to have been granted under the Ordinance;

“The Ordinance” means the *Mineral Oil and Coal Ordinance* 1922-1923 as amended from time to time.

3. All applications for licences to search for mineral oil or coal or both mineral oil and coal shall be accompanied by a fee of Ten pounds as provided by the Ordinance, and shall contain—

(a) in the case of persons—

- (i) the name, address and occupation of the applicant;
- (ii) a statement that the applicant is not already the holder of a licence under the Ordinance;
- (iii) a statement that the applicant is a British subject; and
- (iv) a description of the boundaries of the area applied for, in sufficient detail to enable the area to be identified; and

(b) in the case of companies—

- (i) the designation of the company and the address of its registered office;
- (ii) a statement that the company is not already the holder of a licence under the Ordinance;
- (iii) a statement that at least two-thirds of the shares in the company are held by natural-born or naturalized British subjects; and
- (iv) a description of the boundaries of the area applied for, in sufficient detail to enable the area to be identified.

4. Licences shall be in accordance with Form A in the Schedule, and each licence shall be deemed to have commenced on the first day of July in the year in which the application for the licence is approved by the Minister.

5. Nothing contained in any licence shall affect the right of any prospector to acquire a claim or lease for the purpose of mining for gold or any mineral other than mineral oil or coal, provided that the acquisition of the claim or lease does not interfere with any of the licensee's workings which in the opinion of the Minister should be secured from interference.

* Regulations in force under the *Mineral Oil and Coal Ordinance* 1922-1923; made on 20th June, 1923; published in *Commonwealth of Australia Gazette* and commenced on 30th June, 1923.

6. Applications for transfers of licences shall be addressed to the Minister, and shall set out the name, address and occupation of the proposed transferee, the consideration (if any) and any other particulars required by the Minister.

7. Upon receipt of a notification of approval of the proposed transfer, the licensee shall lodge with the Minister for registration by the proper officer, a duly executed document of transfer in accordance with Form B in the Schedule, and shall pay a registration fee of Ten shillings.

8. Applications for Mineral Oil Leases and Coal Leases shall be in accordance with Form C in the Schedule.

9. Applications for leases shall—

(a) in the case of persons—be accompanied by a statutory declaration—

(i) that the applicant is a British subject; and

(ii) that the land in respect of which the application is made has been duly marked in the manner prescribed by the Ordinance and these Regulations; and

(b) in the case of companies—be accompanied by the Articles of Association of the company and a statutory declaration by the managing director or manager of the company—

(i) that at least two-thirds of the shares in the company are held by natural-born or naturalized British subjects; and

(ii) that the land in respect of which the application is made has been duly marked in the manner prescribed by the Ordinance and these Regulations.

10. If a licensee who is entitled to a preferential right to a Mineral Oil Lease makes application for more than one Mineral Oil Lease, he shall, at the time of lodging his application, specify the area in respect of which he desires his preferential right to apply.

11. All expenses incurred in transmitting particulars of any application for a lease or licence from Melbourne to Darwin or from Darwin to Melbourne shall be borne by the applicant.

12. The notice to be affixed as provided by section 20 of the Ordinance for the purpose of marking the land to be included in a lease shall be in accordance with Form D in the Schedule, and shall be maintained in position until the application has been finally dealt with.

13. Before any application for a lease is approved, the applicant shall lodge with the Minister, or an officer authorized in that behalf by the Minister, a plan of the area applied for, certified to be correct by a licensed surveyor, drawn to a scale of four chains to the inch and showing the exact position of the area.

14. Surveys of blocks in respect of which applications have been lodged for Mineral Oil Leases or Coal Leases shall be carried out and the boundaries established in the order of priority in which the applications are received by the Minister.

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15. The Minister may employ licensed surveyors for the purpose of making surveys under these Regulations, and where the applicant for a lease desires the survey to be carried out by a licensed surveyor employed by the Minister he shall pay survey fees in accordance with the following scale:—

Class of Application	Fee
Application for Mineral Oil Leases	£20 for each block of 160 acres
Applications for Coal Leases and Mineral Oil Reward Leases	£40 for each block of 640 acres

16. A Mineral Oil Lease shall be in accordance with Form E in the Schedule, and shall be deemed to commence or to have commenced on the first day of July in the year in which the application therefor is approved by the Minister.

17. A Coal Lease shall be in accordance with Form F in the Schedule, and shall be deemed to commence or to have commenced on the first day of July in the year in which the application therefor is approved by the Minister.

18. Every lease, after being executed by the lessee, shall be executed by the Minister, and shall be registered in the manner provided by law for the registration of Crown Leases.

19. The Minister may in his discretion fix an amount not exceeding Two pounds ten shillings per centum on the gross value of all coal obtained from the land to be paid by the lessee of a Coal Lease as royalty.

20. Every licensee or lessee commencing boring operations shall cause to be kept an exact record of the nature of the earth or rock passed through by all bores sunk by him on the area covered by his licence or lease and shall include in each report furnished by him in pursuance of section 18 of the Ordinance a copy of the record complete to the date of the report.

21. The licensee or lessee under a Mineral Oil Licence or Lease shall record in a journal which he shall make available for inspection by a representative of the Minister whenever desired—

- (a) full notes of the methods employed in the operations and in the tests to ascertain the efficiency of the operations, and also particulars of the results of such tests;
- (b) particulars of any clay, cement, or other material introduced into the bore.

22. Any licensee or lessee who fails to keep and produce records or to furnish returns as and when required by the Ordinance or these Regulations or who furnishes a report or return which is incomplete or false in any material particular shall be guilty of an offence, and, where no other penalty is prescribed, shall be liable to a penalty of Twenty pounds.

23. A licensee or lessee shall not withdraw casing or lining tubes from a bore-hole in which they serve the purpose of isolating any water-bearing strata without first obtaining the written permission of the Minister.

24. A licensee or lessee shall notify the Minister of the system of drilling which he proposes to employ, and shall not use any hydraulic system without the written permission of the Minister.

25. A licensee or lessee shall not drill any bore-hole or erect any building or other construction within two chains of any existing bore-hole or well, or of any foreshore, authorized site, official boundary line, building, tramway, thoroughfare, habitation, furnace, workshop, boiler-house, condenser or reservoir, without the written permission of the Minister.

26. Unless storage has been provided of a capacity sufficient to deal with any ordinary flow of oil, the licensee or lessee under a Mineral Oil Licence or Lease shall take all proper precautions for efficiently controlling the flow of oil, gas or water from any well and shall keep gate valves or other apparatus for capping the well in readiness for controlling any anticipated flow.

27. A licensee or lessee shall suitably plug, to the satisfaction of the Minister or of an officer authorized in that behalf by the Minister, any bore-hole which he proposes to abandon.

28.—(1.) Notice of intention to abandon any bore-hole, with details of the methods and materials to be employed in plugging the bore-hole, shall be submitted by the licensee or lessee to the Minister in time to reach him fourteen clear working days before the date on which it is proposed to carry out the work, and, if no advice is received from the Minister before the date specified for the commencement of the work, the work may be commenced on the proposed date as though it had been expressly authorized.

(2.) Any licensee or lessee who fails to comply with the provisions of this regulation shall be guilty of an offence.

Penalty: Fifty pounds.

29. A licensee or lessee shall, in all cases of accident, which may happen at any time to workmen in his employ, immediately report to the Minister full particulars of the accident and shall keep an accurate record of all accidents at the mine or mines.

30. The lessee under a Mineral Oil Lease shall employ on the area covered by the lease not less than one white man for every forty acres during the first two years of the lease and thereafter not less than one white man for every twenty acres during the currency of the lease.

31.—(1.) Within six months after the commencement of a Mineral Oil Lease the lessee shall erect and install upon the land included in the lease a drilling plant equipped to the satisfaction of the Minister.

(2.) This regulation shall not apply to a preferential lease granted in pursuance of section four of the Ordinance.

32. The Minister may, on the recommendation of the Chief Warden, grant exemption from the conditions specified in the two last preceding regulations for a period not exceeding six months on payment of a fee calculated at the rate of Ten shillings per acre of the area included in the lease in respect of which such exemption is desired.

33. The return to be furnished in pursuance of section 33 of the Ordinance shall be in accordance with Form G in the Schedule.

34. A notice of the surrender of a lease or licence shall be in accordance with Form H in the Schedule.

35. The prescribed distance for the purposes of section 33A of the Ordinance shall be one hundred yards.

THE SCHEDULE.

FORM A.

THE NORTHERN TERRITORY OF AUSTRALIA.

Mineral Oil and Coal Ordinance 1922-1923.

LICENCE TO SEARCH FOR MINERAL OIL OR COAL OR BOTH MINERAL OIL AND COAL.

No.

(a) Insert name or designation and other particulars regarding applicant.

WHEREAS (a)

has applied to me for a licence to search for mineral oil or coal or both mineral oil and coal in the Northern Territory and has complied with the provisions of the Mineral Oil and Coal Ordinance 1922-1923 and the Regulations thereunder relating to applications for licences:

Now therefore, in pursuance of the said Ordinance and Regulations, I do hereby license the said to enter upon that piece of land containing about square miles (in respect of which the mineral oil and coal therein are reserved, or belong to, the Crown), situated in the Northern Territory and delineated and coloured on the plan attached hereto, for the purpose of searching for mineral oil or coal or both mineral oil and coal. Subject to the provisions of the said Ordinance and Regulations, this licence shall remain in force for five years from the first day of July, 19 .

Dated the day of , 19 .

Minister of State for Home and Territories

FORM B.

THE NORTHERN TERRITORY OF AUSTRALIA.

Mineral Oil and Coal Ordinance 1922-1923.

TRANSFER OF LICENCE.

(a) Full name and address of licensee to be inserted.

(a)

in consideration of

of

hereby transfer to (b)

(b) Full name and address of transferee to be inserted.

and interest in mineral oil and coal licence No. right, title, subject to all the conditions under which the licence has hitherto been held, and hereby accept the licence subject to the conditions aforesaid.

Dated the day of , 19 .

Witness—

(Transferor).

Witness—

(Transferee).

FORM C.

THE NORTHERN TERRITORY OF AUSTRALIA.
Mineral Oil and Coal Ordinance 1922-1923.
APPLICATION FOR LEASE.

(a) hereby apply for a (b) lease in respect of (c) and forward herewith One pound ten shillings in payment of lease registration fees and being the first year's rent. In the event of this application being granted I undertake to execute in triplicate a lease of the land applied for prepared in accordance with the provisions of the *Mineral Oil and Coal Ordinance* 1922-1923 and the Regulations thereunder, and to faithfully perform and observe the covenants and conditions contained therein.

(a) Insert name or designation and other particulars regarding applicant.
(b) Insert "Mineral Oil" or "Coal", as the case may be.
(c) Insert area and description of land.

Dated the _____ day of _____, 19 ____.

(Applicant).

(Witness).

STATUTORY DECLARATION.

I, (d) do solemnly and sincerely declare (e) And I make this solemn declaration by virtue of the *Statutory Declarations Act* 1911, conscientiously believing the statements contained therein to be true in every particular.

(d) Insert name, address, and occupation of person making declaration.
(e) Insert matter declared to as required by Regulation.

Declared at _____ the _____ day of _____, 19 ____.

Before me—

FORM D.

THE NORTHERN TERRITORY OF AUSTRALIA.
Mineral Oil and Coal Ordinance 1922-1923.

THIS is to certify that the undersigned has this _____ day of _____, 19 _____, made application for a (a) lease of _____ acres measuring _____ chains by _____ chains of which the post or cairn of stones to which this notice is affixed marks the corner.

(a) Insert "Coal" or "Mineral Oil", as the case may be.

(Signature of Applicant).

NOTE.—Where an applicant is claiming a preferential right to the area mentioned in his application by virtue of his having discovered payable mineral oil or coal the following paragraph must be inserted in the notice:—

Strike out "Mineral Oil" or "Coal", as the case may be.

I hereby claim a preferential right to the area described above by virtue of being the discoverer of payable mineral oil or coal in respect of mineral oil or coal licence No. _____

Mineral Oil and Coal Regulations

FORM E.

No. Register Book
Volume Folio
Registrar-General.

THE NORTHERN TERRITORY OF AUSTRALIA.
Mineral Oil and Coal Ordinance 1922-1923.
MINERAL OIL LEASE

THIS INDENTURE made the _____ day of _____ One thousand nine hundred and _____ between the Minister of State for Home and Territories of the Commonwealth of Australia (hereinafter called "the Minister" which expression shall be deemed to include his successors in office the Minister of State or the member of the Executive Council of the Commonwealth of Australia for the time being administering the *Mineral Oil and Coal Ordinance 1922-1923*) of the first part and _____ (hereinafter referred to as "the lessee" which expression shall where the context so admits or requires be deemed to include his executors administrators and assigns) of the second part Witnesseth that the Minister by virtue of the powers conferred upon him by the *Mineral Oil and Coal Ordinance 1922-1923* and of all other powers enabling him in that behalf doth demise and lease unto the lessee all that piece of land containing

_____ acres (be the same a little more or less) delineated and coloured _____ on the plan in the margin hereof and on the plan deposited in the Northern Territory Lands Office, Melbourne, together with all rights conferred by the *Mineral Oil and Coal Ordinance 1922-1923* and the Regulations made thereunder.

But nevertheless excepting and reserving to the Minister—

- (a) all water-courses and timber and timber trees on the land; and
- (b) the power to authorize mining on the land for any purpose other than that of obtaining mineral oil.

To hold the land hereby demised (subject nevertheless to such rights interests and authorities as may be lawfully subsisting therein at the date of these presents and to the provisions of the *Mineral Oil and Coal Ordinance 1922-1923* and the Regulations from time to time made thereunder) unto the said lessee from the first day of July One thousand nine hundred and _____

_____ for the term of _____ years for the purpose of mining thereon and therein for mineral oil yielding and paying therefor unto the Minister during the said term the yearly rent of _____ to be paid in advance on the first day of July in each year.

And the said lessee doth hereby covenant with the Minister in manner following that is to say:—

That he—

1. Will pay the rent as and when it becomes due.
2. And will pay in accordance with the said Ordinance a royalty of _____ on the gross value of all crude oil obtained from the land.
3. And will work the land to the satisfaction of the Minister.
4. And will fence the land if and when required by the Minister so to do.
5. And will refine or have refined, in the Northern Territory or in some part of Australia approved of for that purpose by the Minister, all crude oil produced from the leased land, or, if required by the Minister, will have all or any of such crude oil refined at the works of the Commonwealth Oil Refineries Limited.
6. And will not ship or export any crude oil to any place outside Australia without the consent of the Minister.
7. And will observe and comply with the provisions of the *Mineral Oil and Coal Ordinance 1922-1923* and the Regulations thereunder for the time being in force.

Provided always and it is hereby agreed and declared as follows:—

8. That if the rent or royalty is not paid for six months after it becomes due the Minister may forfeit the lease; and

9. That if the lessee commits any breach of a covenant for which no other penalty is provided, he shall in the case of a first breach pay such penalty not exceeding One hundred pounds as the Minister thinks fit to impose, and, in the case of a further breach or of failure to pay a penalty imposed under this paragraph, that the Minister may forfeit the lease.

Signed sealed and delivered by the Minister of State for Home and Territories of the Commonwealth of Australia in the presence of—

Signed sealed and delivered by the lessee in the presence of—

FORM F.
Register Book.
Volume Folio
Registrar-General.

No.

THE NORTHERN TERRITORY OF AUSTRALIA.
Mineral Oil and Coal Ordinance 1922-1923.
COAL LEASE.

THIS INDENTURE made the _____ day of _____ One thousand nine hundred and _____ between the Minister of State for Home and Territories of the Commonwealth of Australia (hereinafter called "the Minister" which expression shall be deemed to include his successors in office the Minister of State or the member of the Executive Council of the Commonwealth of Australia for the time being administering the *Mineral Oil and Coal Ordinance 1922-1923*) of the first part and (hereinafter referred to as "the lessee" which expression shall where the context so admits or requires be deemed to include his executors administrators and assigns) of the second part Witnesseth that the Minister by virtue of the powers conferred upon him by the *Mineral Oil and Coal Ordinance 1922-1923* and of all other powers enabling him in that behalf doth demise and lease unto the lessee all that piece of land containing _____ acres (be the same a little more or less) delineated and coloured _____ on the plan in the margin hereof and on the plan deposited in the Northern Territory Lands Office at Melbourne together with all rights conferred by the *Mineral Oil and Coal Ordinance 1922-1923* and the Regulations made thereunder.

But nevertheless excepting and reserving to the Minister—

- (a) all water-courses and timber and timber trees on the land; and
- (b) the power to authorize mining on the land for any purpose other than that of obtaining coal.

To hold the land hereby demised (subject nevertheless to such rights interests and authorities as may be lawfully subsisting therein at the date of these presents and to the provisions of the *Mineral Oil and Coal Ordinance 1922-1923* and the Regulations from time to time made thereunder) unto the said lessee from the first day of July One thousand nine hundred and _____ for the term of _____ years for the purpose of mining thereon and therein for coal yielding and paying therefor unto the Minister during the said term the yearly rent of _____ to be paid in advance on the first day of July in each year.

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And the said lessee doth hereby covenant with the Minister in manner following that is to say:—

That he—

1. Will pay the rent as and when it becomes due.
2. And will pay in accordance with the said Ordinance and the Regulations a royalty of
3. And will work the land to the satisfaction of the Minister.
4. And will observe and comply with the provisions of the *Mineral Oil and Coal Ordinance* 1922-1923 and the Regulations thereunder for the time being in force.

Provided always and it is hereby agreed and declared as follows:—

5. That if the rent or royalty is not paid for six months after it becomes due the Minister may forfeit the lease; and
6. That if the lessee commits any breach of a covenant for which no other penalty is provided, he shall in the case of a first breach pay such penalty not exceeding One hundred pounds as the Minister thinks fit to impose, and, in the case of a further breach or of failure to pay a penalty imposed under this paragraph, that the Minister may forfeit the lease.

Signed sealed and delivered by the Minister of State for Home and Territories of the Commonwealth of Australia in the presence of—

Signed sealed and delivered by the lessee in the presence of—

FORM G.

NORTHERN TERRITORY OF AUSTRALIA.

Mineral Oil and Coal Ordinance 1922-1923. Section 33.

MONTHLY RETURN BY LESSEE UNDER MINERAL OIL LEASE.

For the month of _____, 19 .

(To be furnished to the Minister not later than the 4th day of each month.)

No. of Lease	Area in acres	Average number of white men employed on the leased area during the month	Particulars of work done during the month	Amount of boring work done during the month (feet)	Total number of bores on lease	Number of bores producing mineral oil	Quantity of crude mineral oil obtained from lease during the month	Value (on the mine) of crude mineral oil obtained from the lease during the month
								£ s. d.

I hereby certify that the above is a true statement of all the particulars therein set forth.

Dated this _____ day of _____, 19 .

Owner or Manager.

Witness—

FORM H.

THE NORTHERN TERRITORY OF AUSTRALIA.
The Mineral Oil and Coal Ordinance 1922-1923.
SURRENDER.

I, _____ being the (a)
under (b)
No. _____ do hereby
surrender unto His Majesty His Heirs and Successors all my estate and interest in
the lands comprised in such (b)

(a) Insert licensee or lessee, as the case may be.
(b) Insert "Mineral Oil Licence", "Mineral Oil Lease", "Coal Licence", or "Coal Lease", as the case may be.

As witness
this _____ day of _____
hundred and _____

hand and seal
One thousand nine _____

Signed sealed and delivered by the said
in the
presence of—