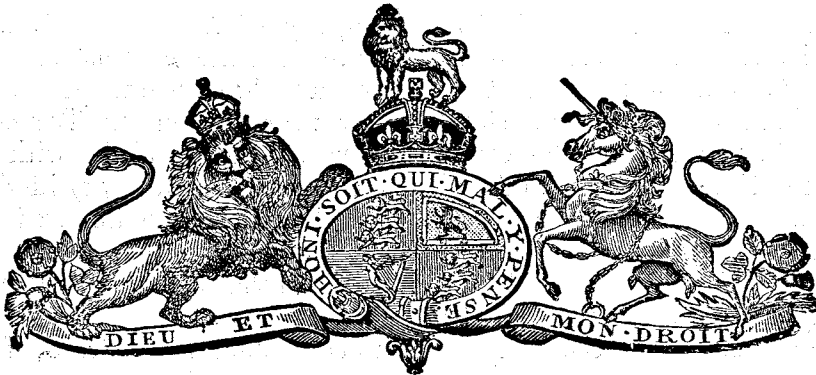


T A S M A N I A.



1923.

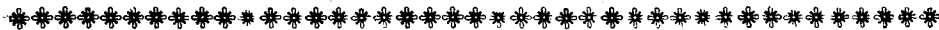
ANNO QUARTO DECIMO

GEORGII V. REGIS.

No. 4.

ANALYSIS.

- 1. Short title and incorporation.
- 2. Interpretation.
- 3. Commissioner may grant lease of certain land.



AN ACT to enable the Commissioner of ^{A.D.} 1923.
 Crown Lands to lease certain Crown Land
 to Electrolytic Zinc Company of Austral-
 asia Limited for more than Fourteen years,
 and for other purposes. [14 July, 1923.]

WHEREAS the Commissioner of Crown Lands, under and by PREAMBLE.
 virtue of Section One hundred and eight of "The Crown Lands Act, 2 Geo. V. No. 64.
 1911," is empowered to grant leases of Crown land for the purposes
 therein mentioned, for such period not exceeding Fourteen years, as the
 Governor sees fit:

Electrolytic Zinc Company's Further Enabling.

A.D. 1923.

And whereas Electrolytic Zinc Company of Australasia Limited (hereinafter called "the Company"), is the assignee or transferee of a lease of Seventy-seven acres Two roods and Twenty-nine perches or thereabouts of Crown land, situate at or near Risdon, in Tasmania, demised or granted by the Commissioner of Crown Lands, with the consent of the Governor, to Amalgamated Zinc (*De Bavay's*) Limited, on the Twelfth day of February, One thousand nine hundred and seventeen, for more than Fourteen years, pursuant to the powers and authorities vested in the said Commissioner in that behalf by "The *De Bavay's* Lease Enabling Act, 1917":

And whereas the Company is desirous of obtaining a lease of the Crown land described in Schedule (2) to this Act for the same period and with the same rights of extension as now subsist, or may hereafter subsist from time to time, in respect to the said Seventy-seven acres Two roods and Twenty-nine perches of Crown land so demised as aforesaid to the Company:

And whereas it is expedient that the said Commissioner should have enlarged leasing powers over the Crown land described in the said Schedule (2) hereto:

Be it therefore 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:—

Short title and incorporation with 7 Geo. V. No. 45, 9 Geo. V. No. 17, 10 Geo. V. No. 7, and 11 Geo. V. No. 39.

1 This Act may be cited as "Electrolytic Zinc Company's Further Enabling Act, 1923," and is incorporated with "The *De Bavay's* Lease Enabling Act, 1917," "Electrolytic Zinc Company's Enabling Act, 1918," "The Electrolytic Zinc Company's Amending Act, 1919," and "Electrolytic Zinc Company's Further Amending Act, 1920."

Interpretation.

2 In this Act—

2 Geo. V. No. 64.

"The Commissioner" means the Commissioner of Crown Lands for the time being, as defined by "The Crown Lands Act, 1911":

"The Company" means Electrolytic Zinc Company of Australasia Limited, and its assigns:

Commissioner may grant lease of certain land.

3—(1) The Commissioner may, with the consent of the Governor, grant a lease to the Company of the land described in Schedule (2) hereto, for the period, with the rights of extension, and for the purposes and on the terms set forth or referred to in the draft lease set out in Schedule (1) hereto: Provided that such terms may by mutual agreement between the parties mentioned in the draft lease be varied as to matters of detail.

(2) Notwithstanding anything hereinbefore contained to the contrary, if the Commissioner shall at any time hereafter be satisfied that an agreement has been entered into between the Minister for Railways and the Company, for the deviation of the line of railway now crossing the land described in Schedule (2) hereto, and that such deviation has actually been made, the Commissioner may endorse on such lease a memorandum under his hand and seal to that effect, and a plan and

Electrolytic Zinc Company's Further Enabling.

description of the land used for or in connection with the new line of railway: And thereupon the land now used for or in connection with the present line of railway shall, for the purposes of such lease, be substituted for the land used for or in connection with the new line of railway, and such lease shall thereafter be read accordingly. A.D. 1923.

SCHEDULES.

(1)

THIS INDENTURE made the _____ day of _____ One thousand nine hundred and twenty-three BETWEEN THE HONOURABLE JOHN BLYTH HAYES being and as the Commissioner of Crown Lands for Tasmania (hereinafter referred to as "The Commissioner") of the one part and ELECTROLYTIC ZINC COMPANY OF AUSTRALASIA LIMITED whose registered office is situate at Collins House 360 Collins-street Melbourne in the State of Victoria (hereinafter referred to as "The Company" which expression shall include its assigns) of the other part. WHEREAS the Commissioner pursuant to the powers and authorities vested in him in that behalf by "The De Bavay's Lease Enabling Act 1917" and all other powers and authorities in that behalf him enabling did on the Twelfth day of February One thousand nine hundred and seventeen with the consent of the Governor grant a lease to the Company of Seventy-seven acres two roods and twenty-nine perches of land situate at or near Risdon in Tasmania for the purposes and upon the terms and conditions therein set forth. AND WHEREAS the Company has erected certain works on the land so leased as aforesaid for the production of electrolytic zinc and for the further treatment of any product or by-product of the said works and is desirous of erecting additional works for these and other manufacturing purposes. AND WHEREAS the Commissioner pursuant to the powers and authorities vested in him in that behalf by "Electrolytic Zinc Company's Further Enabling Act 1923" and all other powers and authorities in that behalf him enabling hath agreed with the consent of the Governor to grant to the Company a lease of additional land comprising Nine acres and One rood situate at or near Risdon aforesaid. NOW THIS INDENTURE WITNESSETH that the Commissioner with the consent and approval of the Governor in Council as is testified by a certain memorandum or minute being date the _____ day of _____ One thousand nine hundred and twenty-three and endorsed on these presents hereby demises to the Company the land described in the Schedule hereto and shown in the plan hereto annexed and therein coloured "red" being Nine acres and One rood or thereabouts situate and being at or near Risdon aforesaid for the term of Twenty years from the 31st day of March One thousand nine hundred and twenty-three subject however to sooner determination by the Company as hereinafter provided the Company yielding and paying therefor the yearly rent hereinafter reserved. AND THIS INDENTURE FURTHER WITNESSETH that the Company at the expiration of the abovementioned period of Twenty years shall have the right of an extension of the term of the demise hereby granted for a further period not exceeding Twenty years upon the terms and conditions as to rent and other matters hereinafter contained provided that the Company shall at least Three months before the expiration of the first-mentioned period of Twenty years notify the Commissioner in writing of its intention to exercise the option of extension hereinbefore contained. And the Company to the intent that the obligations may continue throughout the term hereby granted and any extension thereof hereby covenants with the Commissioner:—

1. That for the said term of Twenty years and for any further term of years as hereinbefore provided the Company shall pay a yearly rental equal to Five Pounds per cent. of the "unimproved value" within the meaning of "The Land Valuation Act 1909" of the land hereby demised as valued by the State District Valuer for the district wherein the demised premises are situate such rental to be adjusted from time to time in accordance with revaluations by the said State

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District Valuer of the land so demised at the date and times following namely—on the Seventh day of July One thousand nine hundred and twenty-six and at the expiration of every period of Ten years thereafter. Provided always that in the event of the Company being dissatisfied with such valuation or revaluation the same shall be settled by arbitration in the manner provided by "The Arbitration Act 1892" and any statutory modification thereof and the statutory orders and rules made thereunder. And the rent hereby reserved for the said term and any extension thereof shall be paid half-yearly by the Company the first of such half-yearly payments being made on the Thirtieth day of September One thousand nine hundred and twenty-three and thence on the Thirty-first day of March and the Thirtieth day of September in every year.

2. That the Company shall pay all rates taxes impositions and outgoings now or hereafter payable in respect of the demised premises for the term hereby granted and any extension thereof.

3. That the Company shall not assign underlet or part with the possession of the demised premises or any part thereof without first obtaining the written consent of the Commissioner provided that the Commissioner shall not unreasonably or arbitrarily withhold any such consent.

4. That the Company shall not upon the demised premises or any part thereof carry on or cause or permit to be carried on any noxious trade or any manufacture business or trade in the nature of a noxious trade nor shall the Company cause or permit any public or private nuisance in or upon the demised premises or any portion thereof or anything that shall cause unnecessary annoyance or disturbance to the Commissioner or to the owners or occupiers of neighbouring lands or houses nor shall the Company cause or permit to be emitted from the works or any buildings or erections upon the demised premises any noxious or dangerous fumes or smoke of what kind or nature soever whereby injury may be caused to persons or property or which may be detrimental to the carrying on of the abattoirs of the Hobart City Council situate adjacent to the demised premises or may injuriously affect the meat treated at or supplied from such abattoirs nor shall the Company discharge or cause or permit to be discharged from the demised premises or any works thereon any water or fluid matter whereby the River Derwent may be polluted so as to endanger the lives of His Majesty's subjects making use thereof or whereby the fish in the said river may be injured or destroyed.

5. That the Company shall properly fence the demised premises throughout the whole of the boundaries thereof as soon as may be after entering into possession thereof under these presents and shall keep and maintain such fences in a good and sufficient state of repair and condition during the term hereby granted and any extension thereof.

6. That the Company shall not be entitled to any compensation at the expiration or sooner determination of the demise hereby granted or any extension thereof for any improvement effected upon the demised premises.

7. That the Company will quietly yield up the demised premises at the expiration or sooner determination of the term hereby granted or any extension thereof in the same state and condition as the same were in when the Company entered into possession thereof under these presents or as near thereto as may be reasonably possible having regard to all the circumstances under which the demised premises were held and used by the Company but the Company will remove all dumps and refuse which it may from time to time have deposited on the demised premises and the Company shall not be required to do more than approximately regrade any land and fill up any excavation which it may have graded or made for the purpose of its works.

And the Commissioner on his part hereby covenants and agrees with the Company—

8. That the Company paying the rent and observing the covenants and stipulations on the part of the Company herein contained may peaceably hold and enjoy the said demised premises for and during the term hereby granted and any extension thereof without let or hindrance by the Commissioner or any person or persons claiming through or in trust for him.

9. That the Company may erect and maintain upon the demised premises such buildings and works as it may require for the purposes hereinbefore mentioned including the manufacture of superphosphates and allied products also dwelling-

Electrolytic Zinc Company's Further Enabling.

houses for workmen employed in the said works by it and upon the expiration or sooner determination by the Company as hereinafter provided of the term hereby granted or any extension thereof may remove the same subject to any claim or claims which the Commissioner may have against the Company in respect of these presents. And further that in the event of the Company deciding that the process for which the said works are to be erected is not a success and that it does not require the land hereby demised the Company shall have the right by notice in writing to the Commissioner to surrender and determine this lease and the term hereby granted and any extension thereof upon paying to the Commissioner the rent hereby reserved up to the next succeeding half-yearly day for payment thereof as hereinbefore provided. Provided always and it is hereby expressly agreed as follows:—If the rent hereby reserved or any part thereof shall be unpaid for Twenty-one days after becoming payable (whether formally demanded or not) or if any covenant on the Company's part herein contained shall not be performed or observed or if the Company shall go into liquidation (except a liquidation for the purpose of reconstruction) or other the person in whom for the time being the term hereby created or any extension thereof shall be vested shall become bankrupt then and in any of the said cases it shall be lawful for the Commissioner at any time thereafter to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon this demise and any extension thereof shall absolutely determine but without prejudice to the right of action of the Commissioner in respect of any breach of the Company's covenants herein contained.

A.D. 1923.

IN WITNESS WHEREOF the Minister hath hereunto set his hand and seal and the common seal of the Company hath been hereunto affixed the day and year first hereinbefore written.

Signed sealed and delivered by the Honourable
JOHN BLYTH HAYES in the presence of—

The common seal of ELECTROLYTIC ZINC COMPANY OF AUSTRALASIA LIMITED was hereunto affixed by order of the Directors in the presence of—

(2)

COUNTY OF BUCKINGHAM.

PARISH OF HOBART.

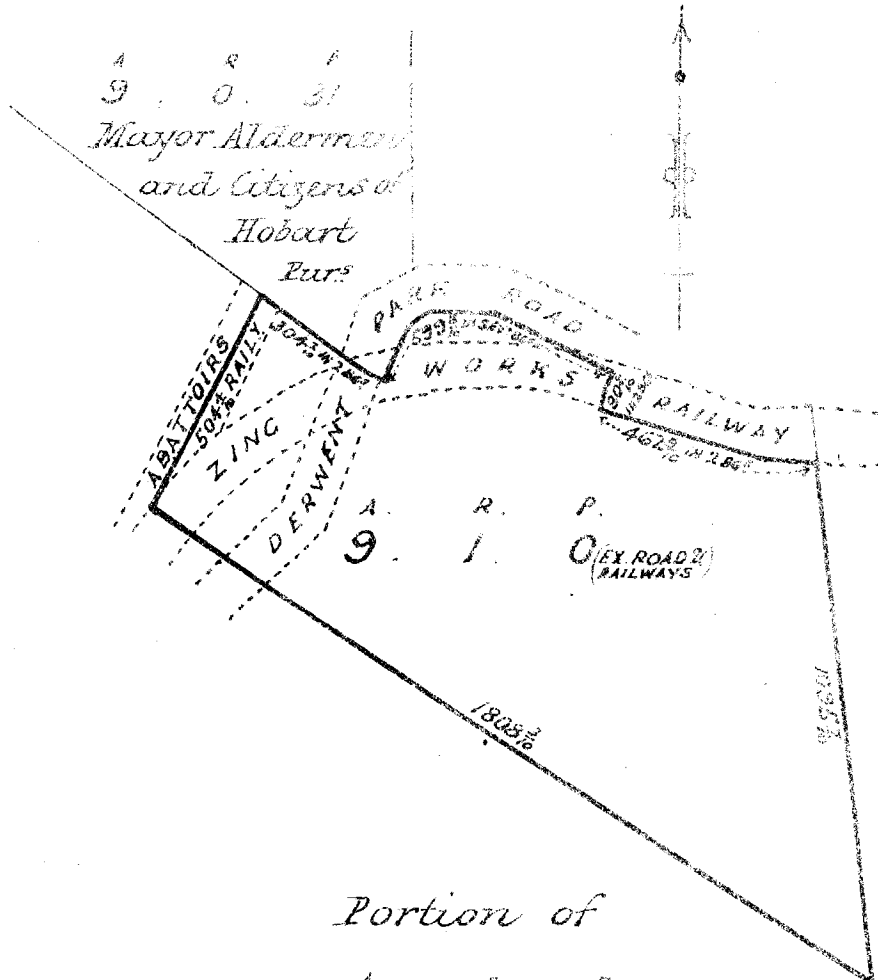
9A. 1R. 0P. (exclusive of road and railway.)

Bounded on the north-east by 10 chains 95 $\frac{7}{10}$ links north-westerly along 77a. 2r. 29p. leased to Electrolytic Zinc Company of Australasia Limited commencing at a point on the south-western boundary of the lastmentioned land distant 15 chains 27 $\frac{1}{2}$ links north-westerly from the south-west angle of that land again on the north-east by 4 chains 62 $\frac{9}{10}$ links north-westerly in two bearings along the Zinc Works Railway Reserve on the south-east by 80 $\frac{9}{10}$ links north-easterly in two bearings crossing portion of that railway reserve on the north-east and north-west by 5 chains 99 $\frac{8}{10}$ links north-westerly and south-westerly in several bearings along portion of the railway reserve aforesaid and along the Derwent Park Road re-crossing portion of the railway reserve aforesaid again on the north-east by 3 chains 4 $\frac{7}{10}$ links north-westerly in two bearings crossing the Derwent Park Road aforesaid and along 9a. Or. 31p. purchased by the Mayor Aldermen and Citizens of Hobart on the north-west by 5 chains 4 $\frac{4}{10}$ links south-westerly along the centre of the Abbatoirs Railway Reserve and thence on the south-west by 18 chains 8 $\frac{3}{10}$ links south-easterly through portion of 25 acres leased to Electrolytic Zinc Company of Australasia Limited re-crossing the Zinc Works Railway Reserve and the Derwent Park Road aforesaid to the point of commencement.

COUNTY OF BUCKINGHAM

PARISH OF HOBART

Scale 4 chains to an Inch.



Portion of

A. R. P.
25. 0. 0

Leased to

Electrolytic Zinc Company.

A. R. P.
77. 2. 29

Leased to

Electrolytic Zinc

Company.

