

MEDICAL.

No. 30 of 1972.

AN ACT to amend the *Medical Act 1959*. [16 November 1972.]

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—(1) This Act may be cited as the *Medical Act 1972*.

Short title and citation.

(2) The *Medical Act 1959*, as subsequently amended, is in this Act referred to as the Principal Act.

2 Section fourteen of the Principal Act is amended by omitting therefrom the words “British subject” and substituting therefor the word “person”. Ordinary registration of medical practitioners.

3 Section seventeen of the Principal Act is amended by omitting from subsection (1) thereof the words “British subject” and substituting therefor the word “person”. Imperial qualifications.

4 Section eighteen of the Principal Act is amended by omitting from subsection (1) thereof the words “British subject” and substituting therefor the word “person”. Commonwealth qualifications.

5 Section nineteen of the Principal Act is amended by omitting from subsection (15) thereof the words “, if he is a British subject,”. Special licences.

NORTH EAST LAND DEVELOPMENT.

No. 31 of 1972.

AN ACT to ratify an agreement relating to certain Crown lands, to validate grants of certain Crown lands and to indemnify certain persons. [16 November 1972.]

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—(1) This Act may be cited as the *North East Land Development Act 1972*. Short title and incorporation.

(2) This Act is incorporated and shall be read as one with the *Crown Lands Act 1935*, in this Act referred to as the Principal Act.

Interpretation.

2 In this Act, unless the contrary intention appears—

“agreement” means the agreement a copy of which is set forth in the first schedule;

“company” means W.D. & H.O. Wills (Australia) Limited which is registered in Tasmania under the *Companies Act 1962*.

Ratification of the agreement.

3 The agreement is approved and ratified on the part of the State.

Agreement to have force of law.

4—(1) Notwithstanding any other law or rule of law, the agreement shall have effect as if the provisions thereof were expressly enacted in this Act.

(2) Notwithstanding subsection (1) of this section, the Principal Act shall apply in respect of the lands, the subject of the agreement, except that, to any extent to which there is conflict between the Act and the agreement, the agreement shall prevail.

Removal of doubts; land at “Rushy Lagoon” and land at “Icena” registered in the name of the company.

5 To any extent to which the title of the company, at the commencement of this Act, as the registered proprietor of estates in fee simple in the lands referred to in the second schedule is or may be in doubt, the company shall be deemed to be the registered proprietor of those lands for estates in fee simple in all respects as if—

(a) those lands had been respectively granted or transferred by the Governor or the Commissioner to the grantees or transferees thereof, the Governor or the Commissioner and those grantees or transferees (as each case requires) being deemed (by force of this Act) to have acted in all respects in conformity with the Principal Act in respect of those grants; and

(b) all restrictions and conditions (if any) in relation to those grants or transfers in accordance with the Principal Act or the terms of the respective grants or transfers having been observed and complied with, those grantees had transferred all their interests therein to—

(i) the company; or

(ii) transferees who had subsequently transferred those interests to the company,

as each case may require.

Validation of transition dealings.

6 No contract, agreement, or security made, entered into, or given by any person at any time prior to the commencement of this Act in respect of any dealing or proposed dealing with any of the lands referred to in the second schedule shall be held to be invalid or unenforceable only by reason of that contract, agreement, or security having been made, entered into, or given in contravention of the Principal Act.

Avoidance of contracts in relation to “contract lands”.

7—(1) Subject to subsection (2) of this section, any contract (other than the agreement) made between the Commissioner and any person whereby that person would purchase any part of the lands referred to in paragraph (b) in the recital to the agreement as “the contract lands” is (by force of this section) absolutely void.

(2) For the purposes of clause three of the agreement, the contracts referred to in subsection (1) of this section shall be deemed to have been made by the company with the Commissioner at the time they were in fact made.

8—(1) Subject to subsection (2) of this section, no action or *Indemnity.* any other legal proceeding, whether civil or criminal, shall be instituted by or against any person in respect of any declaration or statement made, or any act, matter, or thing done, in relation to—

- (a) the making or the fulfilment of, or the assignment of, any contract for the purchase of, or the grant of, any of the Crown lands referred to in this Act;
- (b) the issue of any purchase grant or transfer by way of grant relating to any such land;
- (c) the registration of any certificate of title in consequence of the issue of any such purchase grant or transfer by way of grant; or
- (d) the transfer of any title deriving from any such certificate of title,

in respect of the grant or transfer by the Commissioner, or the acceptance of a grant or transfer from the Commissioner, of any such land at any time prior to the commencement of this Act and any such purchase grant or transfer by way of grant, or certificate of title, to any extent to which the efficacy thereof is or may be in doubt, shall be deemed to be fully effective according to its tenor.

(2) The indemnity afforded by this section shall not extend to or in relation to any dealings with any of the lands referred to in this Act after the commencement of this Act or after the registered titles to all those lands have been vested in the company, whichever event is the later to occur.

THE FIRST SCHEDULE.

(Section 2.)

AN AGREEMENT under Seal made the 29th day of September One thousand nine hundred and seventy-two
 BETWEEN THE HONOURABLE MICHAEL THOMAS CLAUDE *Parties.*
 BARNARD M.H.A., the Commissioner of Crown Lands of the State of Tasmania (hereinafter called "the Commissioner") of the one part
 AND W.D. & H.O. WILLS (AUSTRALIA) LIMITED a company incorporated under the laws of the State of Victoria and having its registered office at 21st Floor, A.M.P. Tower, 535 Bourke Street, Melbourne in the said State of Victoria and registered in the said State of Tasmania under the Companies Act 1962 of that State (hereinafter called "the Company" which term shall include the successors and assigns of the Company including where the context so admits the assignees and appointees of the Company under clause 13 hereof) of the other part.

WHEREAS on the thirteenth day of December One thousand nine hundred *Recitals.* and sixty three the Company commenced to carry on business in the State of Tasmania (hereinafter called "the said State") under the trading name or

style of North East Pastoral Company and is still carrying on such business AND WHEREAS such business has consisted of the development of certain lands (hereinafter called "the said lands") in the north east of the said State for the purpose of converting the same to pastoral lands for grazing and general farming activities.

AND WHEREAS the said lands comprise those lands situate in the Land District of Dorset in the north east of the said State being the lands outlined in black on the plan annexed hereto (hereinafter called "the said plan") and being:—

- (a) lands acquired by divers persons by purchase from the Commissioner of Crown Lands of the said State which were conveyed and alienated in fee simple to those persons by deeds of grant or transfers by way of grant and thereafter or thereby transferred to the Company which lands are shown as Lots 1 and 2 on the said plan and are the lands described in the Certificates of Title and Deeds of Conveyance set forth in the Second Schedule to the Act;
- (b) lands (hereinafter called "the contract lands") the subject of or ready to become the subject of contracts between divers persons and the Commissioner but deemed by the Act to have been contracts between the Company and the Commissioner for the purchase of the lands which lands are shown as Lots 3, 4, 5, 6, 7, and 8 on the said plan and in respect of which the Company is in occupation as agent for those persons or is otherwise interested; and
- (c) land being Crown lands for purposes of the Crown Lands Act 1935 in respect of which the Company is in occupation being all other lands comprised within the area outlined in black on the said plan other than those areas hatched in black.

AND WHEREAS the parties hereto desire to enter into this Agreement with the object of regulating the conditions upon which the Company shall carry on the development of the said land and for such other objects as are incidental or ancillary thereto.

NOW THIS AGREEMENT WITNESSETH as follows:—

Definitions.

1. In this Agreement subject to the context:—

"the Act" means the North East Land Development Act 1972;

"the Crown Lands Act" means the Crown Lands Act 1935;

"the Mining Act" means the Mining Act 1929;

"month" means calendar month;

"notice" means notice in writing;

"person or persons" includes bodies corporate;

the expression "the effective date of this Agreement" means the date upon which the Act becomes law;

words importing the singular shall include the plural and words importing the plural shall include the singular.

Alienation.

2. Subject to this Agreement all of the said lands other than lands already the subject of freehold title vested in the Company or vested in the Company by force of the Act shall as from the effective date of this Agreement and until they become the subject of freehold title vested in the Company be subject to alienation only pursuant to the provisions of this Agreement.

Grants of title to land now under contract.

3. Upon the Commissioner being satisfied that all conditions imposed by the contracts entered into in respect of the contract lands have been fulfilled and that all moneys payable to the Crown under the contracts in respect of the contract lands have been paid the Commissioner shall procure that the Governor shall in the name and on behalf of Her Majesty convey and alienate the contract lands to the Company in fee simple by transfer in the manner provided for by section 70 of the Crown Lands Act and subject to section 71, Part XIV and sections 120, 121 and 123 of the Crown Lands Act which sections and Part shall for the purposes of the issue of such transfer have effect as though the contract lands were lands alienated to the Company in fee simple in accordance with the provisions of section 70 of the Crown Lands Act.

4. (1) The Commissioner hereby agrees to sell to the Company and the Company hereby agrees to purchase upon the conditions hereinafter set forth the whole of the land which is shown as Lot 9 on the said plan excluding public and reserved roads and water races for mining purposes. Contract for the sale of the Poole land.
- (2) The conditions hereinbefore referred to shall be as follows:—
- (a) the purchase price shall be the sum of Forty two thousand dollars (\$42,000) which shall be payable to the Commissioner as to Eight thousand four hundred dollars (\$8,400) thereof on the effective date of this Agreement and as to the balance in cash on completion;
 - (b) the Company shall within a period not exceeding five (5) years from the effective date of this Agreement complete or effect improvements to the land which have caused or shall cause the expenditure thereon or in respect thereof of an amount of not less than Forty two thousand dollars (\$42,000) and a declaration made by or on behalf of the Company that such improvements have been completed or effected shall be prima facie evidence that this condition has been fulfilled;
 - (c) the Company shall be entitled to possession of the land on the effective date of this Agreement and thereafter shall be responsible for and shall pay all rates taxes and other outgoings payable in respect thereof;
 - (d) completion of the sale and purchase of the land shall take place not later than thirty (30) days after the delivery of the declaration referred to in paragraph (b) of this sub-clause whereupon the Commissioner shall procure that the Governor shall in the name and on behalf of Her Majesty convey and alienate the land to the Company in fee simple by transfer in the manner provided for by section 70 of the Crown Lands Act and subject to section 71, Part XIV, and sections 120, 121 and 123 of the Crown Lands Act which sections and Part shall for the purposes of the issue of such transfer have effect as though the land were land alienated to the Company in fee simple in accordance with the provisions of section 70 of the Crown Lands Act;
 - (e) in the event of a breach of any one or more of these conditions which breach shall continue for ninety (90) days after notice from the Commissioner to remedy the same shall have been given to the Company the whole of the rights of the Company under this clause shall cease and any moneys paid by the Company to the Commissioner forfeited to the Commissioner and the land shall then revert to Crown Land for disposition by the Commissioner in accordance with the provisions of the Crown Lands Act but so that this condition shall not apply in the event that a breach of any one or more of the conditions results from the happening of some event or the taking of some action by any person or authority Government or otherwise over which the Company has no control.
5. (1) The Commissioner hereby agrees to sell to the Company and the Company hereby agrees to purchase upon the conditions hereinafter set forth the whole of the land which is shown as Lot 10 on the said plan excluding public and reserved roads and water races for mining purposes. Contract for the sale of the Icena land.
- (2) The conditions hereinbefore referred to shall be as follows:—
- (a) the purchase price shall be the sum of Ninety eight thousand seven hundred dollars (\$98,700) which shall be payable to the Commissioner as to nineteen thousand seven hundred and forty dollars (\$19,740) thereof on the effective date of this Agreement and as to the balance in cash on completion.
 - (b) the Company shall within a period not exceeding five (5) years from the effective date of this Agreement effect improvements to the land by the expenditure thereon or in respect thereof of an amount of not less than Ninety eight thousand seven hundred dollars (\$98,700) and a declaration made by or on behalf of the Company that such improvements have been carried out shall be prima facie evidence that this condition has been fulfilled;

- (c) in all other respects the conditions attaching to the sale and purchase of Lot 9 shall mutatis mutandis apply to the sale and purchase of the land as though the same had been set out fully as conditions attaching to the sale of the land.

Contract for
the sale of
Miegunyah
land.

6. (1) The Commissioner hereby agrees to sell to the Company and the Company hereby agrees to purchase upon the conditions hereinafter set forth the whole of the land which is shown as Lot 11 on the said plan excluding public and reserved roads and water races for mining purposes.
- (2) The conditions hereinbefore referred to shall be as follows:—
- (a) the purchase price shall be the sum of Eleven thousand five hundred dollars (\$11,500) which shall be payable to the Commissioner as to Two thousand three hundred dollars (\$2,300) thereof on the effective date of this Agreement and as to the balance in cash on completion;
- (b) the Company shall within a period not exceeding five (5) years from the effective date of this Agreement effect improvements to the land by the expenditure thereon or in respect thereof of an amount of not less than Eleven thousand five hundred dollars (\$11,500) and a declaration made by or on behalf of the Company that such improvements have been carried out shall be prima facie evidence that this condition has been fulfilled;
- (c) in all other respects the conditions attaching to the sale and purchase of Lot 9 shall mutatis mutandis apply to the sale and purchase of the land as though the same had been set out fully as conditions attaching to the sale of the land.

Lease of
other lands.

7. The whole of the land which is shown as Lots 12, 13, 14 and 15 on the said plan (hereinafter called "the leased land") shall be leased to and taken by the Company upon lease from the Commissioner for a term of ten (10) years from the effective date of this Agreement on the following conditions:—
- (a) the rental for Lots 12 and 13 shall subject to the next succeeding condition be the sum of One thousand four hundred dollars (\$1,400) per annum and as to Lots 14 and 15 subject as aforesaid the sum of Three hundred dollars (\$300) per annum;
- (b) such rentals shall be subject to review at intervals of five (5) years during the term of the lease herein granted and upon being notified to the Company such reviewed rental shall become the rental for the remainder of the term of the lease from the commencement of the sixth year of that term SUBJECT ALWAYS to the right of the Company to dispute the value of such rental in which event the dispute shall be referred for arbitration pursuant to the provisions of clause 14 of this Agreement AND PROVIDED ALWAYS that in undertaking such rental review the Commissioner shall not in any case or for any purpose have regard to or in any way take account of improvements to the leased land carried out by or on behalf of the Company;
- (c) the rental for the leased land shall be paid by the Company to the Commissioner annually in advance and the first payment of rental shall be made on the effective date of this Agreement;
- (d) the Company shall have an option for the renewal of the lease for the leased land for the same term and upon the same conditions as are herein set out other than this present provision which option shall be exercisable by notice in writing to the Commissioner not less than six (6) months prior to the expiration of the term of the said lease;
- (e) notwithstanding any other conditions of the said lease the same may be terminated by notice in writing by either party to the other of not less than two (2) years. Such right of termination may be in respect of the whole or any part of the leased land PROVIDED ALWAYS that if it be a part and if notice is to be given by the Commissioner such notice shall not be given without prior consultation with the Company and agreement by it. Upon such termination the provisions of section 96 of the Crown Lands Act shall have effect as though the lease were a lease of land under the Crown Lands Act;

- (f) the Company shall take and accept the lease of the leased land for pastoral and grazing purposes subject in the case of Lot 12 expressly to such mining leases or licences as have been or may be granted in respect thereof or any part thereof under or pursuant to the Mining Act and in the case of Lots 14 and 15 to the provisions of the Pulpwood Products Industry (Eastern and Central Tasmania) Act 1968;
 - (g) in all other respects the leases of the leased land shall be subject to such terms and conditions as are prescribed by sections 90, 93, 94, 95 (excluding 95 (1) (b) and (c)), 95A and 96 of the Crown Lands Act and to such of the conditions (including section 85 of the Crown Lands Act) as are not inconsistent with those hereinbefore specified as would apply were the land the subject of a grazing lease issued pursuant to the provisions of the Crown Lands Act;
 - (h) in the event that the Company shall exercise the option to renew the lease of the leased land as provided in paragraph (d) of this clause and shall still be the lessee of the leased land at the expiration of the extended term thereof, the conditions upon which the Company may be entitled thereafter to remain in occupation of the leased land shall be negotiated between the Commissioner and the Company.
8. (1) In the event that any part of the leased land shall during the term of the lease become available for purchase the Company shall have the right to purchase such part as freehold land upon the following conditions:—
- (i) on receipt of notice from the Commissioner that the land therein specified has become available for purchase the Company shall notify the Commissioner of that part or those parts thereof which it desires to purchase and convert to freehold whereupon the Commissioner shall procure a survey to be made of the boundaries of the land so notified;
 - (ii) upon completion of the survey the Commissioner shall give a copy of such survey to and notify the Company of the area or areas of the land so surveyed and of the value of each area at which and as to the other conditions upon which the Commissioner is willing to sell that land to the Company.
 - (iii) in the event of the Company and the Commissioner failing to agree upon the value of the land referred to in this clause or upon any of the conditions to be attached to the sale of that land to the Company the matter in dispute shall be referred for arbitration pursuant to the provisions of clause 14 of this Agreement;
 - (iv) within three months after the Company has been notified of the area and value of the land and of the other conditions to attach to the sale thereof (or in the event of a disagreement between the Company and the Commissioner as to that value or those conditions or any of them within three (3) months after the completion of the arbitration hereinbefore referred to) the Company shall notify the Commissioner whether or not it wishes to proceed with the purchase of any area of the land;
 - (v) in the event that the Company wishes to proceed with the purchase of any area of the land the Commissioner and the Company shall enter into a contract for the sale of the land to the Company for the price and otherwise upon the conditions as agreed or arbitrated and upon payment by the Company of all moneys payable under or in respect of the contract and upon fulfilment of all conditions imposed upon the Company in respect of that contract the Commissioner shall procure that the Governor shall in the name and on behalf of Her Majesty convey and alienate the land the subject of that contract to the Company in fee simple in the manner provided for by section 70 of the Crown Lands Act and subject to section 71, Part XIV and sections 120, 121 and 123 of the Crown Lands Act which sections and part shall have effect as though the land the subject of this clause of this Agreement were land alienated to the Company in fee simple in accordance with the provisions of section 70 of the Crown Lands Act;
 - (vi) in the event that the Company does not wish to proceed with the purchase of any area of land then the whole or that part as the case may be shall continue to be held on lease by the Company
- Freeholding of land under lease.
- Area value and conditions to be notified to the Company.
- Failure to agree to be arbitrated.
- Company to notify if wishes to purchase.
- Procedure if Company wishes to purchase.
- Procedure if the Company does not wish to purchase.

for the remainder of the term then extant on the same conditions as applied immediately prior to the notification to the Company of the availability of the area or areas for sale other than as to the option for renewal and upon the termination of such lease the land shall revert to and become Crown Land subject to disposition by the Commissioner according to the provisions of the Crown Lands Act.

Land for
selection and
purchase by
others.

9. The Company acknowledges that it may be in the interests of the said State that some portion of Lot 10 become available for purchase by other persons considered by the Commissioner or by the Government of the said State to be eligible and the Company therefore and hereby agrees that at such time when the Company and the Government of the said State agree that the development of such land by the Company has reached the stage where it would be practicable and propitious so to do the Company will negotiate with the said Government for or for purposes of arranging the sale to such persons of so much of Lot 10 as shall be agreed and as to the conditions including the price upon which such land shall be made so available and upon agreement being reached between the Company and the said Government the Company and the Commissioner shall respectively do all such things and perform all such acts and provide all such facilities as shall be necessary or desirable to allow the sale of the land so agreed to proceed PROVIDED ALWAYS that except for the contribution of one half of the cost of erecting a fence or fences to divide the land to be sold by the Company from other lands of the Company, the Company shall in no way be liable or responsible for any expense whether by way of subdivision fencing construction of roads or otherwise in respect of or arising out of the sale of such land.

Forester
Kangaroo
reserve.

10. (1) The Company also acknowledges that it may be in the interests of the said State and of the ecology thereof that land should be made available as a reserve for the preservation and protection of fauna and the Company therefore hereby agrees with the Commissioner to except from the land which would otherwise have been made available to it for the purposes of its business in the north east of Tasmania that land which is shown as Lot 16 on the said plan.

Cost and
maintenance
of dividing
fence.

- (2) The Company shall not be liable to make any contribution to or incur any expense in respect of any present or future dividing fence or dividing fences necessary to be erected strengthened or maintained to separate the said Lot 16 from any other land occupied by the Company other than to the extent provided for in section 27 of the National Parks and Wildlife Act 1970 which for the purposes of this clause shall be interpreted as though the obligation of the Company to contribute to the cost of such a dividing fence shall be limited to one half of the cost of a stock proof fence of the strength and specifications reasonably required for the purpose of containing within or preventing the escape from land of grazing stock and in all other respects the cost of erecting a fence sufficient to contain within and prevent the escape from the said Lot 16 of Forester kangaroo shall be for the expense both initially and as to maintenance by the Authority responsible for the administration of the reserve.

Location of
dividing fence.

- (3) The boundary delineated on the said plan between Lot 10 and Lot 16 is depicted on the said plan only in an approximate position and the Company and the Commissioner or at his request the Authority responsible for the administration of the reserve shall confer and agree upon the location of a survey line and the establishment of the line for the erection of the dividing fence according to such practical give and take conditions as shall be evident having regard to contours and any obstructions found to render it impracticable or undesirable to erect such a dividing fence according to the line shown on the said plan.
- (4) The Company shall and does hereby grant to the Authority administering the reserve his servants or duly authorised agents such rights of ingress and egress to and from the said Lot 16 as that Authority shall reasonably require.

- General access. 11. The Commissioner his servants and duly authorised agents shall have the right at all reasonable times to enter upon and traverse the said lands for the purpose of inspecting the same and taking all reasonable steps to

ascertain that the conditions of this Agreement to be observed and performed by the Company have been or are being observed and performed and otherwise to inform himself as to any matter concerning the said lands as he shall consider relevant to the implementation of this Agreement but not thereby unreasonably or unnecessarily hindering or interrupting the operations of the Company on the said lands.

12. (1) The Commissioner on behalf of the said State covenants with the Company:— Covenants on behalf of the State.

- (a) that during the currency of this Agreement the rights of the Company hereunder and its lawful use of the said lands shall not in any way through any act of the said State be hindered, prevented, impaired, disturbed or otherwise prejudicially affected;
- (b) that no person other than the Company shall subject to the provisions of this Agreement acquire any rights under any law of the said State in or over the said lands or any part thereof without the consent in writing of the Company which consent shall not be unreasonably or arbitrarily withheld PROVIDED ALWAYS that it is within the terms contemplated by this Agreement;
- (c) that in its laws or the administration thereof the said State will not discriminate against the Company or the business of the Company carried on on the said lands or against any person or business where the effect of such discrimination would be directly or indirectly to discriminate against the Company;
- (d) that except after consultation and agreement with the Company the said State shall not resume any part or parts of the said lands for closer settlement purposes or except after consultation with the Company for any other purposes of the State whereby the said lands or any part thereof may be taken from or divested of the Company for purposes of occupation or use by other persons.

- (2) For purposes of this clause the term "Commissioner on behalf of the said State" shall in addition to the Commissioner also include all authorities agencies instrumentalities bodies corporations and commissions having in the area comprising the said lands or other the operations of the Company on or in respect thereof any jurisdiction power or authority conferred by or derived from any Act passed by the Parliament of the State of Tasmania.

13. (1) Subject to the provisions of this clause the Company may at any time with the prior written consent of the Commissioner:— Assignment.

- (a) assign mortgage charge sub-let or dispose of to any person the whole or any part of the rights of the Company under this Agreement (including its rights as the holder of any lease) and of the obligations of the Company hereunder; and
- (b) appoint any other person to exercise all or any of the powers functions and authorities which are or may be conferred on the Company hereunder;

subject however to the assignee or the appointee executing in favour of the said State if the Commissioner so requires a Deed of Covenant in a form to be approved by the Commissioner to comply with observe and perform the provisions hereof on the part of the Company to be complied with and observed or performed in regard to the matter or matters so assigned or the subject of the appointment.

- (2) Notwithstanding anything contained in or anything done under or pursuant to sub-clause (1) of this clause the Company unless the Commissioner otherwise agrees shall at all times during the currency of this Agreement be and remain liable for the due and punctual performance and observance of all the covenants and agreements on its part contained herein and in any lease licence easement contract grant or other title the subject of an assignment under the said sub-clause (1).

14. Any dispute or difference between the parties arising out of or in connection with this Agreement or any agreed amendment variation or addition thereof or thereto or as to the construction of this Agreement or of any such amendment variation or addition as to the rights duties Arbitration.

liabilities or obligations of either party hereunder or as to any matter to be agreed upon between the parties under this Agreement shall in default of agreement between the parties and in the absence of any provision in this Agreement to the contrary be referred to and settled by arbitration under the provisions of the Arbitration Act 1892 of the said State.

Notices.

15. Any notice consent request or other writing authorised or required by this Agreement to be given shall be deemed to have been duly given by the said State or the Commissioner if signed by the Commissioner or by any senior officer of the Public Service of the said State acting by the direction of the Commissioner and forwarded by pre-paid registered post to the Company or an approved assignee as the case may require at its registered office for the time being or as otherwise notified to the State and by the Company if signed on its behalf by any person or persons for the time being appointed by it for the purpose and forwarded by pre-paid registered post to the Commissioner at his office in Hobart and any such notice consent or writing shall be deemed to have been duly given on the day on which it would be delivered in the ordinary course of post.

Relevant law.

16. This Agreement shall be interpreted according to the laws for the time being in force in the said State.

Saving.

17. This Agreement is entered into subject to approval and ratification on the part of the said State.

IN WITNESS WHEREOF these presents have been duly executed on the day and year first hereinbefore mentioned.

SIGNED SEALED AND DELIVERED by THE
HONOURABLE MICHAEL THOMAS CLAUDE
BARNARD M.H.A. in the presence of:—

Michael Barnard [L.S]

E. J. Ingram

THE COMMON SEAL of W.D. & H.O. WILLS
(AUSTRALIA) LIMITED was hereunto affixed by
authority of the Directors in the presence of:—

[L.S]

E. D. Wilesmith, Director.

C. Gold, Secretary.

THE SECOND SCHEDULE.

(Section 5.)

All those areas of land as the same are respectively described in:—

Certificate of Title	Volume 2522	Folio 81
Certificate of Title	Volume 2531	Folio 40
Certificate of Title	Volume 2531	Folio 43
Certificate of Title	Volume 2531	Folio 51
Certificate of Title	Volume 3167	Folio 12
Certificate of Title	Volume 3167	Folio 13
Certificate of Title	Volume 2903	Folio 30
Certificate of Title	Volume 2877	Folio 28
Certificate of Title	Volume 2895	Folio 31
Certificate of Title	Volume 2769	Folio 69
Certificate of Title	Volume 2907	Folio 46
Certificate of Title	Volume 2907	Folio 47
Certificate of Title	Volume 2065	Folio 65
Certificate of Title	Volume 2065	Folio 66
Certificate of Title	Volume 2065	Folio 67
Certificate of Title	Volume 2070	Folio 55
Certificate of Title	Volume 2096	Folio 4
Certificate of Title	Volume 2096	Folio 5
Certificate of Title	Volume 2096	Folio 6
Certificate of Title	Volume 2096	Folio 8
Certificate of Title	Volume 2096	Folio 99
Certificate of Title	Volume 2096	Folio 100
Certificate of Title	Volume 2097	Folio 1
Certificate of Title	Volume 2097	Folio 2
Certificate of Title	Volume 2097	Folio 3
Certificate of Title	Volume 2099	Folio 51
Certificate of Title	Volume 2099	Folio 52
Certificate of Title	Volume 2099	Folio 54
Certificate of Title	Volume 2099	Folio 55
Certificate of Title	Volume 2099	Folio 56
Certificate of Title	Volume 2101	Folio 73
Certificate of Title	Volume 2108	Folio 75
Certificate of Title	Volume 2108	Folio 76
Certificate of Title	Volume 2108	Folio 77
Certificate of Title	Volume 2109	Folio 14
Certificate of Title	Volume 2109	Folio 73
Certificate of Title	Volume 2109	Folio 96
Certificate of Title	Volume 2110	Folio 67
Certificate of Title	Volume 2110	Folio 69
Certificate of Title	Volume 2146	Folio 23
Certificate of Title	Volume 2146	Folio 26
Certificate of Title	Volume 2220	Folio 6
Certificate of Title	Volume 2223	Folio 73
Certificate of Title	Volume 2345	Folio 40
Certificate of Title	Volume 2345	Folio 41
Certificate of Title	Volume 2345	Folio 42
Certificate of Title	Volume 2345	Folio 43
Certificate of Title	Volume 2345	Folio 44
Certificate of Title	Volume 2345	Folio 45
Certificate of Title	Volume 2345	Folio 46
Certificate of Title	Volume 2345	Folio 47
Certificate of Title	Volume 2352	Folio 17
Certificate of Title	Volume 2352	Folio 18
Certificate of Title	Volume 2352	Folio 19
Certificate of Title	Volume 2352	Folio 20
Certificate of Title	Volume 2352	Folio 21
Certificate of Title	Volume 2352	Folio 22
Certificate of Title	Volume 2352	Folio 23
Certificate of Title	Volume 2352	Folio 24
General Law Conveyance Book Number 36	Folio 6379 and	
General Law Conveyance Book Number 36	Folio 6384.	