

**COMMONWEALTH AND STATE
HOUSING AGREEMENT.**

11 & 12 GEO. VI. No. 96.

AN ACT to amend the *Commonwealth and State
Housing Agreement Act 1945.*
[19 December, 1947.]

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 *Commonwealth and State Housing Agreement Act 1947.* Short title
and citation.

(2) The *Commonwealth and State Housing Agreement Act 1945** is in this Act referred to as the Principal Act.

2 Section three of the Principal Act is amended by omitting from subsection (1) the word “one” and substituting therefor the word “three”. Power to
borrow for
the purposes
of the
Agreement.

* 9 & 10 Geo. VI. No. 39.

**RINGAROOMA AND CASCADE WATER
SYSTEM (AGREEMENT).**

11 & 12 GEO. VI. No. 97.

AN ACT to approve an agreement between *Briseis Consolidated No Liability* and the Minister for Mines with respect to the purchase by the State of a certain Water System; and to make provision for the constitution of a Board to manage and control the said Water System for and on behalf of the State, and for matters incidental thereto.
[19 December, 1947.]

WHEREAS by an Agreement, a copy of which is set forth in the first schedule to this Act (in this Act referred to as “the Agreement”), dated the first day of November, 1947, between *Briseis Consolidated No Liability* (in this Act PREAMBLE.

referred to as "the Company") of the one part, and the Honourable *Eric Elliott Reece*, being and as the Minister for the time being administering the *Mining Act 1929** of the other part, provision is made, among other things, for the purchase by the Minister of certain freehold and leasehold lands, buildings, and hereditaments, together with the several works, fixtures, and plant thereon and the rights, easements, and appurtenances respectively belonging thereto, and also the Company's right, title, and interest in the water system described in the Agreement as a complete and going concern, for the sum of ten thousand pounds:

And whereas it is provided in the Agreement that it shall have no force or effect and shall not be binding upon either party thereto unless and until it is approved by Parliament:

And whereas it is desirable to approve the Agreement, and to make provision for the future management and control of the said water system by the State:

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.

1 This Act may be cited as the *Ringarooma and Cascade Water System (Agreement) Act 1947*.

Interpretation.

2 In this Act, unless the contrary intention appears, "the system" means the water system referred to in the Agreement (commonly known as the Ringarooma-Cascade Water System), and includes all buildings, plant, fixtures, dams, canals, watercourses, races, flumes, sluice-gates, gauges, syphons, weirs, valves, and other apparatus and equipment used in connection therewith, and also includes any extension or alteration of such water system hereafter executed, constructed, or carried out under the authority of this Act.

Approval of Agreement.

3 The Agreement is hereby approved.

Power to Minister to give effect to Agreement.

4 The Minister may do, or cause to be done, all such acts and things as may be necessary for carrying out and giving effect to the provisions of the Agreement on behalf of the State, and shall be deemed to have, and always to have had, power to enter into the Agreement on behalf of the State.

Ringarooma and Cascade Water Board.
Cf. 17 Geo. V. No. 28, s. 3.

5—(1) For the purposes of this Act there shall be constituted a board, to be known as the Ringarooma and Cascade Water Board (in this Act referred to as "the board") which shall have the management, maintenance, care, and control of the system on behalf of the State.

(2) The board shall consist of three members, of whom—

(a) one shall be the Secretary for Mines, who shall be the chairman of the board; and

* 20 Geo. V. No. 71. For this Act, as amended to 1936, see Reprint of Statutes, Vol. V., p. 494. Subsequently amended by 4 Geo. VI. No. 20 and 8 & 9 Geo. VI. No. 24.

(b) two shall be persons appointed by the Governor, who shall hold office during the Governor's pleasure.

(3) The board shall be a body corporate having perpetual succession and a common seal and may sue and be sued in its corporate name.

(4) The seal of the board shall not be affixed to any document except by order of the board, and every sealing shall be authenticated by the signatures of two members of the board or of one member thereof and the secretary.

(5) Any two members of the board shall constitute a quorum for the transaction of the business of any meeting of the board.

(6) All questions arising at meetings of the board shall be decided by a majority of the votes of the members present and voting on the question, and, in the event of the voting on any question being equal, it shall be held over until the next meeting at which all members are present.

(7) The members of the board shall be entitled to be paid such remuneration and allowances and such travelling and other expenses as may be prescribed.

(8) Subject to this section, the board may regulate its own procedure.

(9) The board shall, for all purposes, be deemed to be a statutory body representing the Crown.

6—(1) For the purposes of this Act the board may, subject to the directions of the Minister—

Powers and
functions of
the board.

Ibid. s. 4.

- (a) appoint some fit person as and to be the secretary to the board and appoint and employ such and so many officers, employees, and workmen, as the board may consider necessary for the purposes of this Act;
- (b) enter into such contracts as the board may consider necessary or desirable for the sale and supply of water from the system to any person, or for the impounding, taking, diverting, or appropriation of any water required for the purposes of this Act, and do all such acts and things as may be necessary for carrying out and giving effect to any such contracts;
- (c) make and collect, in respect of water sold or supplied to any person in pursuance of paragraph (b), such charges as the board may, by resolution, determine, or as may be prescribed;
- (d) execute and carry out such extensions and alterations of the system as the board may consider necessary or desirable;
- (e) for the purpose of securing the proper maintenance and care of the system, or for carrying out any extension or alteration thereof—

- (i) enter on any land, by such officers, employees, or workmen, and with such vehicles and equipment, as the board considers necessary, and take levels thereon, and dig, cut, trench, and break up the soil thereof, and remove and use any earth, stones, minerals, trees, or other things obtained thereon; and
 - (ii) construct, erect, lay down, maintain, alter, and repair all such dams, canals, water-courses, races, fluming, sluice-gates, gauges, syphons, weirs, valves, and other apparatus and works as the board may consider necessary; and
- (f) generally, do, execute, and perform all such acts, matters, and things as may be necessary or desirable for the proper management, maintenance, care, and control of the system or for giving effect to the purposes of this Act.

(2) Any officers, employees, or workmen appointed and employed by the board under paragraph (a) of subsection (1) shall be so appointed and employed upon such terms and conditions as the board may determine, and no such officer, employee, or workmen shall be subject to the provisions of the *Public Service Act 1923**.

(3) The board may sue for and recover, in its own name, by action in any court of competent jurisdiction, any moneys due and payable to the board by any person under the provisions of this Act.

Borrowing and application of £20,064.

7—(1) The Treasurer may borrow any sums of money, not exceeding in the whole the sum of £20,064, and may apply the same for the purposes specified in the second schedule to this Act.

(2) The provisions of the *Public Works Committee Act 1914*† shall not apply to or in respect of the execution and carrying out of any work, undertaking, or purpose specified in the second schedule to this Act.

Financial provisions.

8—(1) There shall be kept in the books of the Treasury an account to be called “the Ringarooma and Cascade Water Suspense Account” (in this Act referred to as “the Account”).

(2) There shall be credited to the Account in each financial year—

- (a) all moneys received in respect of the sale or supply of water from or by means of the system;

* 13 Geo. V. No. 25. For this Act, as amended to 1936, see Reprint of Statutes, Vol. VI, p. 263. Subsequently amended by 2 Geo. VI. No. 29, 4 Geo. VI. No. 18, 5 Geo. VI. Nos. 6 and 64, 6 Geo. VI. Nos. 9 and 54, 7 Geo. VI. No. 18, 7 & 8 Geo. VI. No. 104, 8 & 9 Geo. VI. No. 30, 9 & 10 Geo. VI. No. 60, and 11 Geo. VI. No. 22.

† 5 Geo. V. No. 32. For this Act, as amended to 1936, see Reprint of Statutes, Vol. I, p. 221.

(b) all moneys provided by Parliament for the purposes of this Act (other than the moneys referred to in section seven); and

(c) all penalties recovered in respect of offences against this Act.

(3) There shall be debited to the Account—

(a) all amounts payable by way of salaries, wages, allowances, and other remuneration to all officers, employees, and workmen appointed and employed by the board in pursuance of paragraph (a) of section six and all amounts payable to the members of the board by way of remuneration, allowances, or expenses;

(b) all costs and expenses incurred in or in connection with the management, maintenance, care, and control of the system in accordance with this Act, and any extension or alteration of the system executed, constructed, or carried out by the board in pursuance of this Act; and

(c) all interest payable to the Treasurer by the board under subsection (5) of this section.

(4) Whenever the Account—

(a) shows a credit balance at the end of any financial year, after making provision for the purposes specified in subsection (4), the amount of the credit balance shall be paid into the consolidated revenue; or

(b) shows a debit balance, the Treasurer shall credit to such account, out of any moneys provided by Parliament for the purpose, the amount of such debit balance.

(5) The board shall pay to the Treasurer quarterly, on the last days of March, June, September, and December in each year, interest on the moneys borrowed under section seven or on so much thereof as remains owing to the Treasurer, interest at the State rate, as defined in section twenty-four of the *Hydro-Electric Commission Act 1944*.

9 The Minister may purchase, acquire, or take any land which may be required for any of the purposes of this Act, and, in particular, for or in connection with the execution, construction, or carrying out of any works or undertakings necessary for, or incidental to, the proper management, maintenance, care, and control of the system, or for any extension or alteration thereof carried out or proposed to be carried out under the authority of this Act.

Power to
Minister to
acquire land.

10 No person shall—

(a) wilfully destroy, injure, remove, or tamper with any dam, canal, watercourse, race, flume, sluice-gate, gauge, syphon, weir, valve, or other apparatus or work made, constructed, or used

Offences.

- (b) wilfully do any act or thing whereby the safety of the system or any apparatus or work connected or used therewith may be endangered; or
- (c) do any unauthorised act of thing whereby the proper supply or flow of water in, to, or from the system may be reduced.

Penalty: Fifty pounds.

Regulations.

11 The Governor may make regulations for the purposes of this Act.

THE FIRST SCHEDULE.

AN AGREEMENT made the First day of November One thousand nine hundred and forty-seven, between BRISEIS CONSOLIDATED NO LIABILITY, a mining Company incorporated in the State of Tasmania under the provisions of the Mining Companies Act, 1884 (hereinafter called the Company), of the one part, and the Honourable ERIC ELLIOTT REECE, being and as the Minister of the Crown for the time being administering the Mining Act 1929 (hereinafter called the Minister), of the other part:

WHEREAS the Company is the owner of the freehold and leasehold lands buildings and hereditaments and the water and easement licences granted under the provisions of the Mining Act 1929, described in the schedules hereto upon which lands and pursuant to such licences the Company has erected constructed and maintained dams canals watercourses races and fluming in all forming a continuous water system known as the Ringarooma Cascade Water System comprising principally:

- (a) The Ringarooma Water Race of approximately twenty-five and a half miles of earthwork canals two point nought six miles of thirty-nine and forty inch metal syphons and two point nought two miles of wooden fluming in the Parishes of Kay, Alberton, and Monna, County of Dorset.
- (b) The Cascade Dam being a rockfill dam constructed across the Cascade River approximately three miles south of the Town of Derby Parish of Kay aforesaid, and
- (c) The Morning Star Dam being a flat deck buttressed reinforced concrete dam constructed across an upper branch of the Cascade River approximately six and a half miles south of the Town of Derby aforesaid

and all houses buildings plant fixtures races and flumings used in connection therewith.

AND WHEREAS the Company has offered to sell to the Minister its right title and interest in the Ringarooma Cascade Water System conditionally upon the Minister assuming all responsibility for the operation and maintenance of the Ringarooma Race as from the Fifteenth day of May One thousand nine hundred and forty-seven which condition the Minister has duly performed.

NOW IT IS HEREBY AGREED as follows:—

1. This agreement shall have no force or effect and shall not be binding on either party unless and until it is approved by the Parliament of the State of Tasmania.

2. Subject in all respects to the preceding paragraph the Company agrees to sell and the Minister agrees to buy upon the terms and conditions hereinafter mentioned:

- (a) All the freehold lands buildings and hereditaments described in the first schedule hereto with the several erections works fixtures and plant thereon and the rights easements and appurtenances thereto respectively belonging.

- (b) All the leasehold lands buildings and hereditaments described in the second schedule hereto with the several erections works fixtures and plant thereon which belong to the Company and the rights easements and appurtenances thereto respectively belonging.
- (c) All the water licences and easement licences granted under the provisions of the Mining Act 1929 described in the third schedule hereto which said licences the Company in lieu of transferring the same to the Minister undertakes to surrender to His Majesty as and when required so to do by the Minister.
- (d) All other the Company's right title and interest in the Ringarooma Cascade Water System as above described and all property rights covenants agreements and privileges belonging to the Company and necessary to or used in connection with the said water system.

3. The price to be paid by the Minister to the Company shall be the sum of ten thousand pounds payable on completion.

4. The purchase shall be completed within three months from the date on which the Royal Assent shall be given to the Bill signifying the approval of the Parliament of the State of Tasmania to this agreement or within such further or extended time as the parties may mutually agree.

5. The Company shall supply a good marketable title free from encumbrances.

6. Where in respect of any of the leasehold properties described in the second schedule hereto

- (a) The term granted to the Company shall have expired or be due to expire before the completion date or before any mutually agreed upon extension thereof the Company shall obtain and complete all such renewals of such terms as the Company shall under the conditions of any such lease be entitled.
- (b) The right to exercise any option of renewal of any lease is conditional upon some act being performed or notice being given before the completion date or before any mutually agreed upon extension thereof the Company shall do all such acts and give all such notices as may be necessary effectually to preserve and enforce any such option or right.

7. In respect of the conveyances transfers assignments and other documents necessary and proper for vesting all or any of the assets hereby contained to be sold in the Minister the Company shall procure the perusal and execution thereof by any parties strangers to this agreement whose concurrence may be necessary.

8. For further or more perfectly assuring the purpose of this agreement, which shall be deemed to be the vesting in the Minister of the whole of the Ringarooma Cascade Water System above described as a complete and going concern, the Company will from time to time and at all times after the date of the conveyances transfers assignments and other documents necessary and proper for vesting the assets comprised in the first, second and third schedules hereto in the Minister, execute and do all such further assurances and things as may be necessary effectively to vest in the Minister the whole of the such water system whether or not the property or interest the subject of such further assurance shall have been comprised in the schedules hereto or shall have been omitted therefrom.

9. The Company warrants that the leasehold interests comprised in the second schedule hereto are and will at the completion date be good valid and effectual leases and are and will be in full force unforfeited unsurrendered and in no wise become void or voidable and that all the rents reserved by and all the covenants conditions and agreements contained therein and on the part of the Company and the persons deriving title under it to be paid observed and performed have been paid observed and performed up to the time of such conveyance transfer or assignment, and the Company will on completion give covenants to the Minister to that effect.

10. All rents whether payable in advance or not to or by the Company shall be apportioned as at the date of completion.

IN WITNESS whereof the party hereto of the first part has hereunto caused its common seal to be affixed and the party hereto of the second part has hereunto set his hand and seal the day and year first hereinbefore written.

The common seal of the BRISEIS CONSOLIDATED (H. G. MOXHAM,
No LIABILITY was hereunto affixed in the (RUSSELL CRANE,
presence of— Directors.
H. J. GIBBONS, Secretary. (L.S.)

Signed sealed and delivered by the Honourable (ERIC REECE
ERIC ELLIOTT REECE in the presence of— (L.S.)
W. H. WILLIAMS.

FIRST SCHEDULE.

FREEHOLD LANDS AND INTERESTS.

(1) The four pieces or parcels of land containing 1 acre 3 roods 30 perches, 39½ perches, 2 acres 2 roods, and 2 roods 18 perches of land respectively situate in the Parish of Kay County of Dorset as comprised and described in Certificate of Title Volume 383 Folio 61.

(2) The four pieces or parcels of land containing 1 rood, 1 rood, 1 rood, and 5 acres 1 rood 7 perches respectively situate in the Parishes of Alberton and Monna County of Dorset as comprised and described in Certificate of Title Volume 383 Folio 60.

(3) One rood 32 perches in the Town of Derby County of Dorset as comprised and described in Purchase Grant Volume 110 Folio 119.

SECOND SCHEDULE.

LEASEHOLD LANDS AND INTERESTS.

Lease No.	Title.	Area.	Parish and County.
932	417/14 C.T.	9 perches	Kay/Dorset
933	123/139 C.T.	8 perches	Kay/Dorset
934	123/139 C.T.	1a. 3r. 4ps.	Kay/Dorset
935	123/139 C.T.	2a. 33ps.	Kay/Dorset
936	123/139 C.T.	3r. 23ps.	Kay/Dorset
937	123/139 C.T.	1a. 3r. 2ps.	Kay/Dorset
938	123/139 C.T.	5a. 1r. 29ps. and 2r. 28ps.	Kay/Dorset
939	123/139 C.T.	1a. 17ps.	Kay/Dorset
940	123/139 C.T.	1a. 1r. 25ps.	Kay/Dorset
941	123/139 C.T.	1a. 24ps.	Kay/Dorset
942	123/139 C.T.	3a. 1r. 35ps.	Kay/Dorset
943	123/139 C.T.	2a. 3r. 33ps.	Kay/Dorset
944	123/139 C.T.	14 perches	Kay/Dorset
979	126/106 C.T.	1a. 3r.	Monna/Dorset
1033	129/197 C.T.	5a. 1r. 10ps.	Monna/Dorset
1034	129/197 C.T.	2a. 2r. 11 6/10ps.	Kay/Dorset
1035	129/197 C.T.	3r. 8 5/10ps.	Kay/Dorset
1037	130/32 C.T.	2a. 12ps.	Monna/Dorset
1040	130/181 C.T.	1r. 25ps.	Town of Derby/Dorset
1041	130/181 C.T.	1r. 33ps.	Town of Derby/Dorset
1042	130/181 C.T.	1a. 1r. 10ps.	Town of Derby/Dorset
1084	136/118 C.T.	1 rood	Kay/Dorset
2396	335/189 C.T.	1a. 2r. 20ps.	Kay/Dorset
3189	479/14 C.T.	3a. 3r.	Kay/Dorset
3191	493/61 C.T.	3a. and 1r.	Kay/Dorset
10478R/11	Occ. Lic.	10 acres	Kay/Dorset

THIRD SCHEDULE.

WATER AND EASEMENT LICENCES GRANTED TO THE
COMPANY UNDER THE PROVISIONS OF THE
MINING ACT, 1929.

Licence No.	Description.	Situation.
56/W	1 acre dam	Dunn's Creek
58/W	3 acre dam	Maurice River
59/W	3 acre dam	Maurice River
60/W	4 acre dam	Maurice River
61/W	2 acre dam	Maurice River
62/W	1 acre dam	Maurice River
63/W	1 acre dam	Maurice River
64/W	1 acre dam	Maurice River
525/93W	16½ acre dam	Mt. Maurice
554/93W	1 acre bye-wash easement	Mt. Maurice
107/W	10 sluice heads	Ringarooma River
108/W	30 sluice heads	Maurice River and tributaries
224/W	15 sluice heads	Ringarooma River
226/W	5 sluice heads	Maurice River
2949/W	30 sluice heads	Maurice River
989/W	2 sluice heads	Maurice River
2083/W	187 acre dam	Cascade River
1389/W	1 acre dam	Derby
1838/W	3 acre dam	Derby
756/W	1 acre pipeline easement	Derby
2320/W	5 acre roadway easement	Derby
16	20 sluice heads	Cascade River
963/W	30 sluice heads	Cascade River
1390/W	Deviation of 963/W	Cascade River
2337/W	5 acre dam	Cascade River
3113/W	31 sluice heads and 2 dams (95 acres and 30 acres)	Cascade River
2969/W	5 sluice heads and 141 acre dam	Cascade River
27W/39	Deviation of 2969/W	Cascade River
2172/W and 2338/W	6 sluice heads	Cascade River
2174/W	2 sluice heads	Cascade River

THE SECOND SCHEDULE.
(Section 7.)PURPOSES FOR WHICH MONEYS BORROWED UNDER
SECTION 7 MAY BE APPLIED.

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1. Purchase money payable to BRISEIS CONSOLIDATED NO LIABILITY in respect of the purchase of the Ringarooma-Cascade Water System, as provided in the Agreement	10,000
2. Ringarooma-Cascade Water System: Capital works, including the conditioning and extension of the system and the construction of all works and installations incidental thereto	10,064

