



**RENISON LIMITED (ZEEHAN AND RENISON BELL
LANDS)**

No. 102 of 1974

ANALYSIS

1. Short title
2. Interpretation.
3. Vesting of certain lands in the company.
4. Closure of certain streets, laneways, and drainage reserves and sale of lands to the company.
5. Ratification of agreement.
6. Costs of administration of Act.
7. Amendment of First Schedule to former Act.

AN ACT to make provision with respect to the vesting of certain lands in, and the sale of certain lands of the Crown to, Renison Limited and to amend the Renison Limited (Zeehan Lands) Act 1970.

[24 January 1975]

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 This Act may be cited as the *Renison Limited (Zeehan and Renison Bell Lands) Act 1974*. Short title.

Interpretation.

2 In this Act, unless the contrary intention appears—

“ former Act ” means the *Renison Limited (Zeehan Lands) Act* 1970;

“ Plan 1 ” means the plan that is set forth in Schedule I;

“ Plan 2 ” means the plan that is set forth in Schedule II;

“ Plan 3 ” means the plan that is set forth in Schedule III;

“ Plan 4 ” means the plan that is set forth in Schedule IV;

“ Plan 5 ” means the plan that is set forth in Schedule V;

“ vested land ” means land that is vested in the company by section 3 (1),

and “ board ” and “ company ” have the same meaning assigned to those words as in the former Act.

Vesting of
certain lands
in the company.

3—(1) All lands in the towns of Zeehan and Renison Bell that are within the areas surrounded by heavy black lines in Plan 1, Plan 2, and Plan 5 are, by force of this subsection, vested in the company absolutely, freed and discharged from all estates and interests therein subsisting in any person, and every such estate and interest is converted into a claim for compensation.

(2) The following provisions of the former Act, namely, section 3 (2), (3), (4), (5), and (6), section 4, section 5, section 6, section 7, section 8, and section 9 apply in respect of land vested under this section as they apply in respect of land vested in the company under section 3 (1) of that Act as if—

(a) references in those provisions to section 3 (1) of that Act were references to subsection (1); and

(b) references in those provisions to that Act were references to this Act.

Closure of
certain streets,
laneways, and
drainage
reserves and
sale of lands to
the company.

4—(1) Any public rights of passage subsisting over the Crown lands in the towns of Zeehan and Renison Bell that are shown hachured in Plan 1, Plan 2, Plan 3, Plan 4, and Plan 5 are extinguished.

(2) The Commissioner may sell the Crown lands in the towns of Zeehan and Renison Bell that are shown hachured in Plan 1, Plan 2, Plan 3, Plan 4, and Plan 5 to the company at such price and on such terms and conditions as are determined by the Director of Lands.

(3) The prescribed survey and grant fees shall be paid before the lands referred to in subsection (1) are conveyed and alienated under this section and any fees payable under the *Real Property Act* 1862 in respect of the conveyance or alienation of those lands shall be defrayed by the company.

(4) Section 70 (2) of the *Crown Lands Act* 1935 applies to the conveyance and alienation pursuant to this section of any land not under the *Real Property Act* 1862 as it applies to the alienation of land pursuant to that section but nothing in this subsection shall be construed as affecting the operation of that section in relation to the sale of land pursuant to this section.

5—(1) The agreement set forth in Schedule VI is ratified and the Commissioner of Crown Lands and the Director of Housing may do all such things as appear to them to be necessary for the purpose of carrying out the agreement. Ratification of agreement.

(2) Any land purchased by the Director of Housing under the agreement referred to in subsection (1) shall be deemed to be purchased for the purposes of the *Homes Act* 1935.

6 Section 10 of the former Act applies to this Act as if references in that section to that Act were references to this Act. Costs of administration of Act.

7 The First Schedule to the former Act is amended—

- (a) by omitting from paragraph 1 the word and numeral “ Plan 1 ” and substituting therefor the word and numeral “ Plan 2 ”;
- (b) by omitting from paragraph 2 the word and numeral “ Plan 2 ” and substituting therefor the word and numeral “ Plan 3 ”; and
- (c) by omitting from paragraph 3 the word and numeral “ Plan 3 ” and substituting therefor the word and numeral “ Plan 1 ”.

Amendment of First Schedule to former Act.

SCHEDULE I

(Sections 2, 3, & 4)

Plan 1

SCHEDULE II

(Sections 2, 3, & 4)

Plan 2

SCHEDULE III

(Sections 2 & 4)

Plan 3

SCHEDULE IV

(Sections 2 & 4)

Plan 4

SCHEDULE V

(Sections 2, 3, & 4)

Plan 5

SCHEDULE VI

(Section 5)

AGREEMENT made this Seventh day of November One thousand nine hundred and seventy four BETWEEN THE COMMISSIONER OF CROWN LANDS (hereinafter called "the Commissioner") of the first part THE DIRECTOR OF HOUSING (hereinafter called "the Director") of the second part and RENISON LIMITED (hereinafter called "Renison") of the third part WITNESSETH:—

1. Subject to the condition precedent that Parliament shall ratify this agreement
 - (i) The Commissioner will sell to Renison and Renison will buy from the Commissioner free of encumbrances ALL THOSE two areas of land shewn in the plan attached hereto marked A and there shown as Lots 1 and 2 and
 - (ii) The Director will sell to Renison and Renison will buy from the Director ALL THOSE two pieces of land shewn in the plan attached hereto marked A and there shown as Lots 3 and 4.
2. (i) The sale and purchase price for Lot 1 which is subject to survey shall be at the rate of Seven hundred and fifty dollars per hectare.
 - (ii) The sale and purchase price for Lot 2 shall be Seven hundred and fifty five dollars.
3. The sale and purchase price for Lots 3 and 4 together shall be the sum of Three thousand three hundred and eleven dollars (\$3,311:00).
4. Renison shall pay all usual stamp duties and fees on the issue of grant or title to Lots 1, 2, 3 and 4.
5. Completion of this contract shall be effected as soon as practical thereafter in the event of ratification by Parliament of this contract.
6. Renison shall pay all rates taxes and outgoings with respect to the lands the subject of this contract as from the date of completion hereof.
7. Immediately following completion hereof Renison shall prepare and submit to the Zeehan Municipal Council a proposal for development by way of subdivision into home-sites of Lots 1, 2, 3 and 4 AND shall upon approval for such proposal being given proceed with due diligence to complete the said development.
8. Upon completion by Renison of the said development Renison will sell to the Director and the Director will buy from Renison the fifteen (15) of the home-sites in the said development shown on the plan attached hereto marked B and there marked by hatchured lines AND upon transfer to the Director (or as he may direct) of those fifteen home-sites Renison shall give a good unencumbered title in fee-simple AND rates taxes and outgoings with respect thereto shall be paid by Renison down to the date of such completion and shall be apportioned accordingly.
9. The sale and purchase price for each of the fifteen (15) home-sites referred to in clause 8 hereof shall be such sum as would have been the cost per home-site to the Director had the Director subdivided and developed as home-sites

the lands the subject of this agreement, PROVIDED that in the event of any disagreement between Renison and the Director then the price for each of the said fifteen allotments shall be such sum as shall be fixed by the Director of Lands whose decision shall be final and binding upon Renison and the Director.

10. This agreement shall not be binding on the parties hereto until ratified by Parliament.

IN WITNESS whereof the parties hereto have executed this agreement the day and year first hereinbefore set forth.

SIGNED by the Honourable Michael
Thomas Claude Barnard as Commis-
sioner of Crown Lands in the presence
of

MICHAEL BARNARD

W. B. CALDWELL

SIGNED by Terence Law Lockhart a
person authorised under Section 6A (6)
of the Homes Act 1935 in the presence
of:—

T. LOCKHART (L.S.)

E. CARSON, Justice of the Peace.

THE COMMON SEAL of RENISON
LIMITED was hereunto affixed in the
presence of:—

W. F. MIZON (Secretary)
(L.S.)

A. C. COPEMAN (Director)