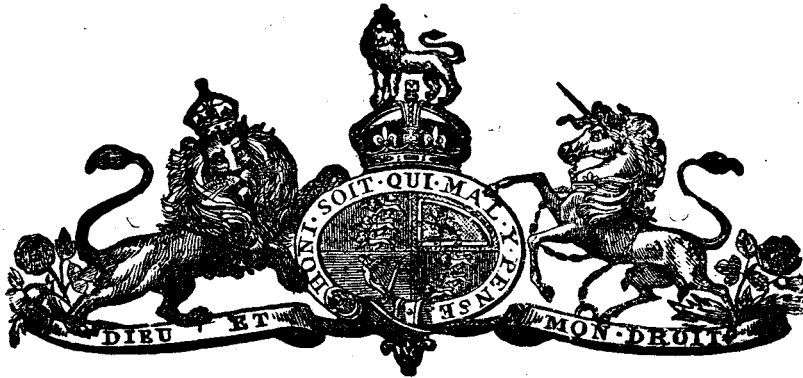


TASMANIA.



1919.

ANNO DECIMO

GEORGII V. REGIS.

No. 7.

ANALYSIS.

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| <p>1. Short title and incorporation with 7 Geo. V. No. 45, and 9 Geo. V. No. 17.</p> <p>2. Interpretation.</p> <p>3. Commissioner may vary leases or grant new leases.</p> | <p>4. Commissioner may vary Schedule (1) of 9 Geo. V. No. 17.</p> <p>5. Commissioner may vary future leases granted under 9 Geo. V. No. 17.</p> |
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AN ACT to enable the Commissioner of Crown Lands to vary the Leases granted by him to Amalgamated Zinc (*De Bavay's*) Limited, or to issue new Leases in place thereof, and for other purposes. [24 October, 1919.]

A.D. 1919.

WHEREAS Electrolytic Zinc Company of Australasia Proprietary Limited (hereinafter called "the Company") is the assignee of an agreement, to supply electrical energy, entered into by the Minister of Lands and Works for Tasmania with Amalgamated Zinc (*De Bavay's*) Limited and dated the Seventh day of July, One thousand nine hundred and sixteen :

PREAMBLE

*Electrolytic Zinc Company's Amending.*

A. D. 1919.

7 Geo. V. No.  
45.

And whereas 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 situated 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, 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 the transferee or grantee of a lease or grant of a right of carriage and footway over a roadway or strip of Crown land One chain wide, extending from the western boundary of the said Seventy-seven acres, Two roods and Twenty-nine perches of Crown land so demised as aforesaid to the road known as Derwent Park Road, which said lease or grant of right-of-way was demised or granted by the said Commissioner to Amalgamated Zinc (*De Bavay's*) Limited on the Eighth day of August, One thousand nine hundred and eighteen, pursuant to the covenant and agreement contained in the said recited lease of the Twelfth day of February, One thousand nine hundred and seventeen:

2 Geo. V. No.  
64.9 Geo. V. No.  
17.

And whereas the Company is also the assignee or transferee of a lease for Fourteen years from the First day of January, One thousand nine hundred and eighteen, of the land and adjoining portion of the bed and soil of the River Derwent demised and leased by the said Commissioner, with the consents of the Governor and of the Marine Board of Hobart, to Amalgamated Zinc (*De Bavay's*) Limited, under the provisions of "The Crown Lands Act, 1911," which said land and adjoining portion of the bed and soil of the said river is described in Schedule (2) to "Electrolytic Zinc Company's Enabling Act, 1918," hereinafter called "the Act":

And whereas the said Commissioner is empowered by the Act, with the consents of the Governor and the Marine Board of Hobart, to grant a lease to the Company of the said land and adjoining portion of the bed and soil of the said river described in Schedule (2) to the Act for the period, with the right of extension and for the purposes and on the terms set forth in the draft lease forming Schedule (1) to the Act, such lease to be in substitution for the recited lease for Fourteen years of the same land and bed and soil of the said river:

And whereas the said Commissioner is empowered by the Act, with the consents of the Governor and the Marine Board of Hobart, to grant leases to the Company, from time to time, of additional portions of the land bordering on the River Derwent, and of the bed and soil of the said river within the area described in Schedule (3) to the Act, for the terms and upon the terms and conditions and subject to the provisoes in the Act set forth:

And whereas the Minister of Lands and Works has entered into an agreement, bearing date the Seventh day of July, One thousand nine hundred and nineteen, with the Company in substitution for the before-recited agreement of the Seventh day of July, One thousand nine hundred and sixteen, for the supply of electrical energy to the Company in connection with its undertaking at Risdon aforesaid. The term of the said substituted agreement is for Twenty-three

*Electrolytic Zinc Company's Agreement.*

years from the First day of May, One thousand nine hundred and nineteen, or Twenty years from the date of commencement of supply of the Third block of electrical energy thereunder, whichever is the later, with the firm right to the Company to an extension thereof for a further period of Twenty years: A.D. 1919.

And whereas the terms of the said recited leases and of the said substituted agreement do not coincide:

And whereas it is desirable that the terms of the leases already granted, and of any further leases to be granted under the authority of the Act, should coincide and be co-terminous with the term of the said substituted agreement:

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:—

**1** This Act may be cited as "The Electrolytic Zinc Company's Amending Act, 1919," and is incorporated with "The (*De Bavay's*) Lease Enabling Act, 1917," and "The Electrolytic Zinc Company's Enabling Act, 1918." Short title and incorporation with 7 Geo. V. No. 45 and 9 Geo. V. No. 17.

**2** In this Act—

"The Agreement" means the said substituted agreement.

"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 Proprietary Limited.

"The Act" means "The Electrolytic Zinc Company's Enabling Act, 1918."

"The Lease" means the recited lease, of the Twelfth day of February, One thousand nine hundred and seventeen.

Interpretation.

**3** The Commissioner may and he is hereby empowered to vary the lease and all easements connected therewith, including the recited lease or grant of the right of carriage and footway, so that the terms thereof shall coincide and be co-terminous with the term of the agreement, and he may make all such further alterations in the said leases and easements as may be desirable on account of or consequential upon such variation; or, in the alternative, he may upon the surrender by the Company of the lease and any easements connected therewith, including the said lease or grant of the right of carriage and footway, grant a lease or leases to the Company in substitution therefor, and the term or terms of such substituted lease or leases shall coincide and be co-terminous with the term of the agreement. Commissioner may vary leases or grant new leases.

**4** The Commissioner may and he is hereby empowered to vary the term of the draft lease set forth in Schedule (1) to the Act so that it shall coincide and be co-terminous with the term of the agreement and may make all such further alterations in the said draft lease as may be desirable on account of or consequential upon such variation. Commissioner may vary Schedule (1) of 9 Geo. V. No. 17.

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*Electrolytic Zinc Company's Agreement.*

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A.D. 1919.

Commissioner  
may vary future  
leases granted  
under 9 Geo. V.  
No. 17.

**5** Notwithstanding anything contained in Section Four of the Act, where any future leases are granted by the Commissioner to the Company from time to time under the authority of the Act, the terms of any such leases shall coincide as far as possible and be co-terminous with the term of the agreement.