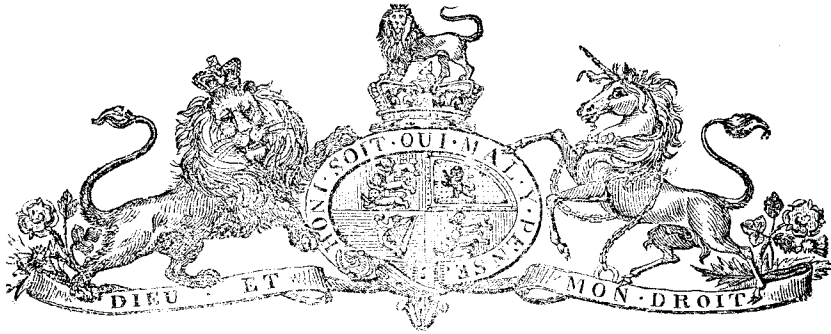


T A S M A N I A

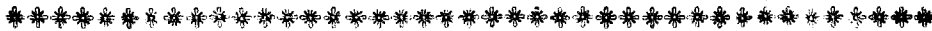


1900.

ANNO SEXAGESIMO-QUARTO

VICTORIÆ REGINÆ,

No. 28.



AN ACT to authorise the issue of Special A.D. 1900.
Leases to the Tasmanian Smelting Com-
pany, Limited. [20 November, 1900.]

WHEREAS "The Tasmanian Smelting Company, Limited," PREAMBLE.
incorporated in *England*, and registered in *Tasmania* under the provisions of an Act of the Parliament of *Tasmania* known as "The Foreign Companies Act, 1895," and is the present holder of mineral leases of land issued under the provisions of "The Mining Act, 1893," and is desirous of obtaining a lease of the land adjoining the said land now held under lease, the whole area being bounded as set forth in the Schedule (2.) hereto :

And whereas the said Tasmanian Smelting Company, Limited, has erected, at great cost, buildings, plant, and machinery, for the purpose of establishing smelting works as a permanent industry at or near *Zeehan* in *Tasmania* aforesaid :

And whereas it is desirable to issue to the company special leases, as hereinafter provided :

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 Tasmanian Smelting Company, Short title.
Limited, Leases Act, 1900."

6d.]

Tasmanian Smelting Company's Leases.

A.D. 1900.
—
Interpretation.

2 In the construction of and for the purposes of this Act, the following terms shall, if not inconsistent with the context or subject-matter, have the respective meanings hereby assigned to them—

“The Minister” means the Minister of Mines for the time being :

“The Company” shall mean “The Tasmanian Smelting Company, Limited,” aforesaid.

Power to issue special leases.

3 Notwithstanding anything contained in “The Mining Act, 1893,” or any Amendment thereof, it shall be lawful for the Minister, at any time and from time to time, to accept surrender from the company of all or any of the said leases, or of any other leases from time to time held by the company under “The Mining Act, 1893,” or any amendments thereof, and to grant to the company instead and in place of the lease or leases so surrendered, a special lease, or leases, in accordance with the provisions of this Act, of the lands mentioned and described in the lease or leases surrendered by the company under the authority of this Act.

Form and contents of lease.

4 Every lease granted under this Act may be for any term not exceeding Thirty years, and shall contain the reservations, covenants, conditions, and provisions, contained in the form of lease set forth in the Schedule (1.) hereto.

Lease to be by deed.

5 Every lease granted under the authority of this Act shall be by deed, in the form set forth in Schedule (1.), and shall be in duplicate, and one part thereof shall be signed and sealed and delivered by the Minister, and the other part shall be executed and delivered by the company, and shall bind the company, its successors, and assigns, to occupy and work the land therein described under and subject to the stipulations and grounds of forfeiture therein set forth.

Rent.

6 The rent to be paid for the land comprised in any lease granted under the authority of this Act shall be Five Shillings per year for every acre or part of an acre comprised in the lease, and shall be payable in advance, on the First day of *July* in every year, and in every case in which a lease shall be granted under this Act after the First day of *July* in any year, the rent for the land comprised in such lease shall be paid in advance for the period ending on Thirtieth day of the month of *June* following the date thereof.

Leases to include all minerals.

7 Every lease granted under the authority of this Act shall enable the company to mine for, raise, and extract from the land therein described gold, silver, copper, tin, lead, coal, shale, slate, freestone, limestone, and any other mineral or substance found in or under such land, and to appropriate and dispose of the same, in accordance with the provisions of such lease, for the sole use and benefit of the company.

Leases may be renewed.

8 Every lease granted under the authority of this Act may be renewed upon the expiration thereof for a further term of not exceeding Thirty years, upon such terms and conditions, and subject to the payment of such rent not exceeding twice the rent previously paid for the land thereby leased, as the Governor in Council shall think fit to impose, in accordance with the provisions of this Act.

Tasmanian Smelting Company's Leases.

9 Subject to the provisions of this Act, all the provisions of "The Mining Act, 1893," and all the amendments thereof, so far as the same are applicable and are not inconsistent with the provisions of this Act, shall apply to all leases granted under the authority of this Act.

Provided always, that the provisions in "The Mining Act, 1893," or of any amendment thereof, as to amalgamation of claims held under lease shall not apply to any leases granted to the company under the authority of this Act, but the whole of the land included in any lease or leases to be granted under the authority of this Act shall be considered as amalgamated into and forming one claim.

A.D. 1900.
Provisions of
"The Mining
Act, 1893,"
to apply.

SCHEDULE.

(1.)

FORM OF LEASE.

THIS DEED OF LEASE made the _____ day of _____ One thousand nine hundred, by the authority of His Excellency the Governor in Council, between the Minister of Mines, of the one part, and the Tasmanian Smelting Company, Limited (a Company incorporated in England, and registered in Tasmania, under the provisions of an Act of the Parliament of Tasmania, known as "The Foreign Companies Act, 1895," and hereinafter called "the Company"), of the other part: WITNESSETH, that, in consideration of the rents, reservations, covenants, provisoes, and agreements hereinafter contained, and on the part of the Company to be paid, observed, and performed, the Minister of Mines doth, by these presents, demise and lease unto the Company, its successors and assigns, all that piece or parcel of land particularly described in the first Schedule hereto, and as the same is delineated on the map or plan hereon endorsed, and surrounded by a red boundary line, as shown in Schedule (2) hereto, together with full and free liberty for the Company, its successors and assigns, and its and their agents, servants, and workmen, in and upon the land hereby demised, to dig, sink, drive, make, and use all such pits, shafts, levels, and watercourses, and do all such other things, including the erection of all such machinery, buildings, and other works, and to appropriate and use such water flowing in a natural channel through or along the boundary of the said land hereby demised, or naturally deposited within the area of the land hereby demised, as may be proper and requisite for mining, working, and obtaining the gold and all other minerals and ores therein contained, and for effectually washing and separating the said gold, mineral, and ores, from all soil and other substances mixed with them, and for smelting and reducing any such ores or minerals into metal: Excepting, and always reserving unto the Minister of Mines, or to any person duly authorised by law in that behalf, or any person by him in that behalf appointed by writing under his hand, full and free liberty, at all proper and seasonable times during continuance of this demise, with or without assistants, to enter into and upon the land hereby demised, and all mines, works, and buildings thereon, in order to view and examine the condition thereof; and, for that purpose, to make use of any of the roads, ways, machinery, and works belonging to the said land, mines, and premises: Also full and free liberty, during the continuance of this demise, to use or make and use any drifts, levels, shafts, watercourses, adits, or passages, being in or upon any part of the premises hereby demised, or the surface thereof, for the purpose of freeing any other land or mines whatsoever from water, or for conducting water for the use of any such lastmentioned land, or mines, or the machinery or works connected therewith, or for supplying the same with good fresh air: Also full and free liberty, at all times during the continuance of this demise, to make any level, drifts, shafts, adits, watercourses, railroads, and other roads or ways, in, through, or upon any part of the premises hereby demised, or the surface thereof, for effectually working any other adjoining or neighbouring mines, or for any purpose whatsoever, causing thereby, nevertheless, as little as possible obstruction or injury to any of the levels, drifts, shafts, adits, watercourses, roads, or ways and works belonging to the said land, mines, and premises hereby demised, and in actual use: And except and always reserving unto Her Majesty all such parts and so much of the land hereby demised as may be required for making public ways, in, over, and through the same, to be set out by the Governor, or some person by him authorised in that respect: And

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also all stone, gravel, indigenous timber and other materials, the natural produce of the said land, which may be required at any time or times hereafter for the construction or repair of any public ways, bridges, fences, embankments, dams, sewers, or drains necessary for the same, together with the right of taking and removing all such materials, and of full and free ingress, egress, and regress into, out of, and upon the said land, for the several purposes, all and singular, other the premises hereinbefore mentioned or referred to, and hereby assigned, to have and to hold the said land, mines, gold, minerals, and ores hereby demised, with their appurtenances (except as aforesaid) unto the Company, its successors or assigns, from the day of the date hereof, for and during the full term of Thirty years next ensuing, and fully to be complete and ended, to the intent and that the same shall be used for such mining and smelting operations as aforesaid, yielding and paying therefor yearly, and every year during the term hereby demised, the yearly rental of Five Shillings for every acre or part thereof, by equal yearly payments, to be made in advance, on the first day of July in each and every year of the said term; and all such payments to be free and clear of and from all rates, taxes, and assessments now or which may hereafter be imposed upon and in respect of the premises and land hereby demised, and from all other charges and deductions whatsoever, subject, nevertheless, to the restrictions, conditions, covenants, and provisoes herein and hereby made, expressed, and referred to: And the Company hereby covenants with and to the Minister of Mines, in manner following; that is to say, that the Company shall and will pay the rent hereby reserved, upon the days and times hereinbefore appointed for the payment thereof, free and clear, as aforesaid, according to the true intent and meaning of these presents: And also shall and will, at all times during the continuance of this demise, prepare and keep proper plans and sections of all the workings, and of the actual condition of the mines and premises hereby demised, such plans to be upon such scale and in accordance with such directions as the Minister of Mines, or other officer authorised and appointed by him in that behalf, shall from time to time direct: and shall deliver annually, during the said term, a true copy of such plans or sections to the Minister of Mines, or other officer, for the use of the Government of this Colony: And also shall and will supply annually during the said term, to the proper officer who may be authorised or appointed by the Governor in that behalf, such returns, particulars, or statistics of the operations to be carried on upon the said land, and the results thereof, as he may from time to time in that behalf require, accompanied with a statutory declaration of the truth and correctness thereof: And also that the Company, its agents, workmen, and servants shall and will, during the continuance of this demise, work and carry on Mining operations on the said land, mines, and premises in a fair, orderly, skilful, and workmanlike manner: And shall and will during the said term actively and in a *bonâ fide* manner carry on smelting or mining operations on the said land, except as exempted by the Minister of Mines as hereinafter provided, and shall and will employ in the construction of the works or in Mining operations on or under the said land during the said term and during the usual hours of labour, such number of able and competent workmen and miners as shall represent a proportion of Three men for every Eighty acres of land hereby demised, unless prevented by inevitable accident or during the execution of repairs: And also that it shall be lawful for any officer appointed by the Governor in that behalf, at all proper and seasonable times during the continuance of this demise, and whether the said mining and smelting operations shall be in progress or not, without interruption or disturbance from the Company or its agents, workmen, or servants, to enter into and upon the said mines, works, and premises hereby demised, or any part thereof, to view and examine the state and condition thereof, and whether the said mines be worked in a proper, skilful, and workmanlike manner, and for such purposes to make use of the roads, ways, machinery, or works belonging to the said mines and premises: And also that the Company or its miners, workmen, or servants shall not carry on mining operations on the said lands, mines, and premises hereby demised out of or beyond the limits and boundaries mentioned in the first Schedule hereto: And shall and will pump out the water from its mines on the said land at all reasonable times or contribute or pay ratably with adjoining occupiers or lessees of Crown land for the time being, a fair proportion of water charges for keeping its works free from water, or shall and will pay to meet the loss or expense incurred by the Government or by such lessees aforesaid, or the adjacent or neighbouring miners, if any, such proportionate rate to be determined or assessed by the Commissioner of the District or other officer authorised by the Minister of Mines on his own view or upon such evidence as may appear to him sufficient, and to be recoverable by distress of the goods, chattels, gold, or ore of the Company being upon the said land, to be levied upon warrant under the hand of the Commissioner of the District or other officer as aforesaid: And also shall and will make adequate provision for the disposal of the detritus, dirt, waste, workings, or refuse, that the same shall not be an inconvenience, nuisance, or obstruction to any

Tasmanian Smelting Company's Leases.

roads, ways, rivers, creeks, or private or Crown lands, or in any manner occasion any private or public damage or inconvenience: And also shall and will make such provision for decency and the observance of sanitary regulations as the Commissioner of the District shall approve and direct: And also shall and will erect and keep erected during the said term a post, not less than Four feet Six inches above the ground and Eight inches in diameter, at each and every angle of the land hereby demised, and at each such post, trenches, not less than Three feet in length and Nine inches in depth, indicating the direction of the boundary lines: And also shall and will build and keep in good repair a sufficient and substantial wall or fence around all the shafts which may at any time during the said term be open in any part of the said demised premises, or elsewhere for the purposes of this demise, so as to lessen the liability to accident, and, further, effectually to prevent all access thereto by cattle: And shall and will fill up with earth or waste heaps, or effectually and substantially shut up and enclose, all shafts which shall be closed or allowed to go out of repair, with the consent in writing of the Commissioner of the District or other officer duly authorised by the Minister of Mines in that behalf: And also shall and will at all times during the continuance of the said demise keep and preserve the said mines and premises from all unnecessary injury and damage, and also the levels, drifts, shafts, watercourses, erections, or other conveniences, roads, and ways constructed for mining purposes in good order, repair, and condition, except such of the said works as shall from time to time be certified by the Commissioner of the District or other proper officer to be unnecessary for the further working of the said mine, or for any purpose connected with the working of any other mines: And in such state and condition shall and will, at the end or other sooner determination of the said term, deliver peaceable possession thereof, and of all and singular the premises hereby demised, to the Minister of Mines, or to the Commissioner of the District or other Officer authorised to receive possession thereof, and further shall and will likewise observe, perform, fulfil, and keep the further conditions, covenants, and provisos hereinafter mentioned, and also shall not cut or use any timber growing upon the said land except for the purposes of the said Mining and Smelting operations hereby contemplated, or for the domestic purposes of those engaged or employed thereon.

Provided also that this lease may be declared void and forfeited by the Governor in Council in manner provided by law if default shall be made by the Company or their successors in all or any of the following conditions, that is to say—if the rent be not paid yearly in advance to the Treasurer, as aforesaid, and if the conditions with respect to the employment of labour, as aforesaid, be not complied with for the space of Six months without the permission in writing of a Commissioner of Mines, or if the Company shall permit any portion of the land demised to be occupied other than for mining and smelting purposes or either without the permission in writing of the Minister except for allowing any and every miner or employee employed by the Company to occupy at a peppercorn rent a portion of such land for the purpose of residence, garden, yard, and other conveniences, not exceeding in any case one acre, and also for depasturing cattle used in connection with the working or mining of such land (provided also that it shall be lawful for the Governor from time to time to resume any land demised for the purpose of laying out a town or for constructing roads or tramways for public utility and convenience or any other purpose).

In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first abovewritten

Signed, Sealed, and Delivered by the
Minister in the presence of

The Common Seal of The Tasmanian Smelting Company, Limited, has hereunto been affixed in the presence of

SCHEDULE (1.), HEREINBEFORE REFERRED TO.

[Here set forth description of land.]

SCHEDULE (2.), HEREINBEFORE REFERRED TO.

[Plan of land bounded by red lines.]

Tasmanian Smelting Company's Leases.

A.D. 1900.

(2.)

COUNTY OF MONTAGU.

VICINITY OF ZEEHAN.

285 Acres more or less.

Commencing at the south-east angle of Section 3687-93M, leased to T. W. Watts; thence northerly along that section to the south-west angle of Section 480-87M, leased to the Zeehan Bell Silver Mining Company, No Liability; thence easterly along that section to the western boundary of Section 2235-93M, leased to J. Coleman; thence southerly along that section and along Section 2484-93M, leased to J. Coleman aforesaid; thence easterly along that section to the north-west angle of Section 4946-93M applied for by J. Coleman aforesaid; thence southerly along the western boundary of that section and along Section 2625-93M leased to W. R. Deeble; thence westerly and southerly along Section 2625-93M aforesaid to the northern boundary of Section 1232-93M; thence westerly along that section and along Section 688-93M to the eastern boundary of Section 4763-93M, leased to W. S. Geard; thence northerly along that section and along Section 782-93M; thence westerly and northerly along Section 782-93M aforesaid, and along the eastern boundary of Section 4006-93M, leased to S. H. Carson, to the southern boundary of Section 3687-93M aforesaid; thence easterly along that section to the point of commencement.