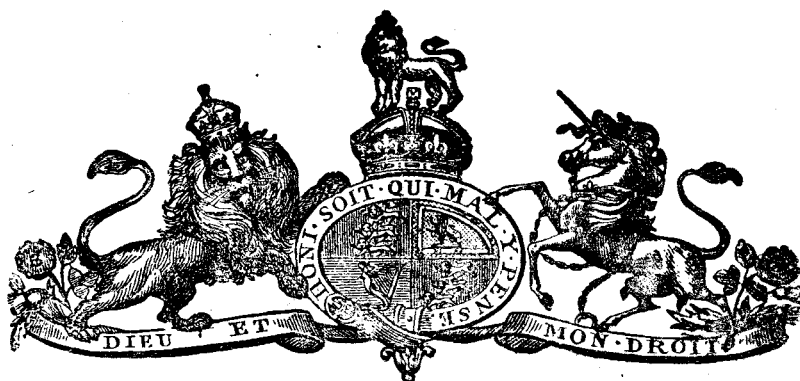


TASMANIA.



1918.

ANNO NONO

GEORGII V. REGIS.

No. 17.

ANALYSIS.

1. Short title and incorporation with 7 Geo. V. No. 45.
2. Interpretation.
3. Commissioner may lease portion of bed of river for extended period.
4. Commissioner may lease additional portions of bed of river for an extended period.
5. Risdon Ferry Jetty.
6. Section Twenty of "Crown Lands Act, 1911," to apply.
7. Right to construct tramway.

A.D.
1918.

AN ACT to enable the Commissioner of Crown Lands to grant certain Leases of Land bordering on the River Derwent, and adjoining portions of the Bed and Soil of the said River, to Electrolytic Zinc Company of Australasia Proprietary Limited, for more than Fourteen Years, and for other purposes. [22 November, 1918.]

WHEREAS the Commissioner of Crown Lands, under and by virtue of Section One hundred and eight of "The Crown Lands Act, 1911," is empowered to grant leases of any land bordering on a navigable river or the sea or any part thereof, and also of any adjoining portion of the bed and soil of such navigable river or of the sea or any part thereof, for the purposes therein mentioned, and with such consent as therein mentioned, for such period, not exceeding Fourteen years, as the Governor sees fit:

PREAMBLE.
2 Geo. V. No. 64.

Electrolytic Zinc Company's Enabling.

A.D. 1918.

And whereas the Commissioner of Crown Lands, pursuant to the powers and authorities vested in him in that behalf by "The *De Buvay's* Enabling Act, 1917," and all other powers and authorities in that behalf him enabling, hath with the consent of the Governor granted a lease to Amalgamated Zinc (*De Buvay's*) Limited (hereinafter called "The Parent Company") of Seventy-seven acres Two roods and Twenty-nine perches or thereabouts of Crown land situate at or near Risdon, in Tasmania, for the term of Twenty years, with the right of an extension of the said term for one further period, not exceeding Twenty years, for purposes in connection with the erection and maintenance by the parent Company upon the said land so demised of such buildings and works as it may require for the purposes of its undertaking or business, including the erection of dwelling-houses for workmen employed in the said works :

And whereas the said Commissioner pursuant to the covenant and agreement contained in the said lease, hath demised and granted to the parent company by way of lease, 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 land so leased to the parent company as aforesaid to the road known as Derwent Park Road, which said roadway or strip of land contains One acre Two roods and Thirty-four perches or thereabouts, as the same is described in Schedule (4) hereto, for the same period, with the same right of extension, and under the same conditions, as far as practicable, as the said Seventy-seven acres Two roods and Twenty-nine perches of Crown land so demised as aforesaid is held :

And whereas the said Commissioner pursuant to the powers and authorities vested in him in that behalf by "The Crown Lands Act, 1911," hath with the consent of the Governor and of the Marine Board of Hobart, granted to the parent company a lease for the period of 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 described in Schedule (2) to this Act for the purpose of the use and enjoyment by the parent company of a wharf and jetty constructed thereon :

And whereas under the powers in that behalf, contained in the before recited leases and all other powers and authorities it enabling, the parent company hath assigned, transferred, and set over to Electrolytic Zinc Company of Australasia Proprietary Limited (hereinafter called "the company") the said lease of Seventy-seven acres Two roods and Twenty-nine perches of Crown land, the said lease of the right-of-way, and the said lease of the land and adjoining portion of the bed and soil of the River Derwent described in Schedule (2) to this Act, together with all its undertaking at Risdon aforesaid :

And whereas a wharf or wharves, pier or piers, jetty or jetties, and other buildings, are necessary for the purposes of the undertaking of the company, and the company is desirous of obtaining a lease of the land and adjoining portion of the bed and soil of the River Derwent described in Schedule (2) to this Act for the same period, with the same right of extension, and under the same conditions, as far as practicable, as the Crown land so demised as aforesaid is now held by the company

Electrolytic Zinc Company's Enabling.

in substitution for the said lease thereof for Fourteen years granted to the parent company as hereinbefore mentioned, which said lease has been transferred to the company as hereinbefore set forth : A.D. 1918.

And whereas the land and adjoining portion of the bed and soil of the River Derwent described in Schedule (2) to this Act form portion of the area defined in Schedule (3) hereinafter mentioned :

And whereas in view of the preceding recitals, and of the possible extension or extensions of the works of the company from time to time, and the increased wharf accommodation that may be necessary in consequence of any such extension or extensions, it is desirable that the said Commissioner should have enlarged leasing powers over the defined area described in the said Schedule (3) :

And whereas it is also desirable that the company should have the right to construct, maintain, work, and use a tramway over, upon, along, and across the said roadway or strip of land described in Schedule (4) to this Act :

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 “Electrolytic Zinc Company's Enabling Act, 1918,” and is incorporated with “The *De Buvay's* Lease Enabling Act, 1917.” Short title and incorporation with 7 Geo. V. No. 45.

2 In this Act—

“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 and its assigns.

Interpretation

3 In substitution for and upon the surrender by the Company of the recited lease of the land and adjoining portion of the bed and soil of the River Derwent described in Schedule (2) hereto, the Commissioner may, with the consent of the Governor and of the Marine Board of Hobart, grant a lease to the Company of the land bordering on the River Derwent, and also the adjoining portion of the bed and soil of the said river, as the same are more particularly described in Schedule (2) hereto, for the period, with the right of extension, and for the purposes and on the terms set forth or referred to in the draft lease set forth in Schedule (1) hereto : Provided that such terms may by mutual agreement between the parties mentioned in the draft lease be varied as to matters of detail. Commissioner may lease portion of bed of river for extended period.

4 The Commissioner may, with the consent of the Governor and of the Marine Board of Hobart, 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) hereto for terms of Twenty years each, with the right of extension of the term in each case for one further period not Commissioner may lease additional portions of bed of river for extended period.

Electrolytic Zinc Company's Enabling.

A.D. 1918.

Risdon Ferry
Jetty.

exceeding Twenty years, at such rents and upon such terms and conditions from time to time as may be mutually agreed upon between the Commissioner and the Company: Provided that every such Lease shall contain a condition that no wharf, pier, jetty, or other building shall be erected or constructed, and no alteration of the foreshore or bed of the river shall be made, by the Company within the demised area except in accordance with plans which have been previously submitted to and approved by the Marine Board of Hobart, and under such conditions as may be determined by the board; and that the Company will at its own expense set up and maintain upon any wharves, or other works constructed or being constructed by the Company on the foreshore or bed of the river, such lights as shall be deemed necessary by the Marine Board of Hobart for the safeguarding of navigation: Provided also that no lease shall be granted of that portion of the said area described in Schedule (3) hereto on which the Risdon Ferry Jetty is situate until the Company shall have erected at its own expense and cost, for the use of the public, a new jetty and ferry terminus on the western shore of the said river, with convenient approaches thereto from a public road, satisfactory to and on a site to be approved of by the Governor and the Marine Board of Hobart.

Section 20 of
"Crowns Lands
Act, 1911," to
apply.

5 The provisions of Section Twenty of "The Crown Lands Act, 1911," shall apply in respect of any lease granted under the provisions of this Act.

Right to construct
tramway.

6 The Company shall have the right, and it is hereby empowered to construct and maintain a tramway over, upon, along and across any portion of the roadway or strip of land described in Schedule (4) hereto, and may during the existence of the lease of the right-of-way over the said roadway hereinbefore mentioned, and any extension thereof, work and use the said tramway when constructed for its own purposes upon and subject to such terms and conditions as the Commissioner may, from time to time, by writing under his hand, determine.

Provided, however—

- i. That the construction of the said tramway shall not be commenced until the Company shall have submitted to the Commissioner for his approval a proper plan showing the position of the said tramway on the said roadway, together with the specifications for the construction thereof, and such plan and specifications have been approved by the Commissioner:
- ii. That nothing in this section shall be deemed to in any way impair or affect any rights or powers which the Minister of Lands or any other person or persons may have over or in respect of the said roadway, except insofar as such rights and powers shall necessarily be affected by the construction, maintenance, working, and use of the said tramway.

Electrolytic Zinc Company's Enabling.

SCHEDULE

A.D. 1918.

(1)

THIS INDENTURE made the _____ day of _____ One thousand nine hundred and _____ BETWEEN THE HONOURABLE JOHN BLYTH HAYES being and as the Commissioner of Crown Lands for Tasmania (hereinafter referred to as "the Commissioner") of the one part and ELECTROLYTIC ZINC COMPANY OF AUSTRALASIA PROPRIETARY LIMITED whose registered office is situate at Collins House Number 360 Collins-street Melbourne in the State of Victoria (hereinafter referred to as "the Company" which expression shall include its assigns) of the other part. WHEREAS by an Indenture bearing date the twelfth day of February One thousand nine hundred and seventeen (hereinafter called "the said recited lease") and made between the Commissioner of the one part and Amalgamated Zinc. (De Bavay's) Limited (hereinafter called "the parent Company") of the other part the Commissioner pursuant to the powers and authorities vested in him in that behalf by "The De Bavay's Lease Enabling Act 1917" and all other powers and authorities in that behalf him enabling granted a lease to the parent Company of the lands and premises therein described for the term of Twenty years from the Seventh day of July One thousand nine hundred and sixteen subject however to sooner determination by the parent Company as in the said recited lease is contained and with the right to the parent Company at the expiration of the said term of Twenty years to have an extension of the term of the demise granted by the said recited lease for a further period not exceeding Twenty years upon the conditions and for the purposes therein expressed. AND WHEREAS the parent Company has assigned and transferred the said recited Lease to the Company. AND WHEREAS the Company is desirous of obtaining a lease of the land and adjoining portion of the bed and soil of the River Derwent described in the Schedule hereto for the purpose of using and enjoying thereon a wharf and jetty heretofore constructed by the Company for the same period with the same right of extension and under the same conditions as far as practicable as the land and premises described in the said recited lease is held by the Company. AND WHEREAS the Commissioner pursuant to the powers and authorities vested in him in that behalf by "Electrolytic Zinc Company's Enabling Act 1918" and all other powers and authorities in that behalf him enabling hath agreed with the consent of the Governor and of the Marine Board of Hobart to grant this lease of a site at or near Risdon in the State of Tasmania to the Company for purposes in connection with its undertaking for the period and upon the terms and conditions hereinafter appearing. NOW THIS INDENTURE WITNESSETH that the Commissioner with the consent and approval of the Governor in Council and with the consent of the Marine Board of Hobart as is testified by certain memoranda or minutes bearing date respectively the _____ day of _____ One thousand nine hundred and _____ and the _____ day of _____ One thousand nine hundred and _____ and endorsed on these presents and in consideration of the rent hereinafter reserved and of the covenants and agreements by the Company hereinafter contained hereby demises to the Company the land and portion of the bed and soil of the said River Derwent adjoining as the same are described in the Schedule hereto and delineated and shown in the plan hereon endorsed and therein coloured red being One rood Nineteen perches and Seven-tenths of a perch or thereabouts situate and being at or near Risdon aforesaid for the term of Twenty years from the Seventh day of July One thousand nine hundred and sixteen subject however to such sooner determination by the Company as is hereinafter contained. YIELDING AND PAYING therefor the yearly rent of One Pound payable half-yearly on the Seventh day of January and the Seventh day of July in each year the first of such half-yearly payments of rent to be made on the Seventh day of _____ One thousand nine hundred and _____ AND THIS INDENTURE FURTHER WITNESSETH that the Company at the expiration of the above-mentioned period of Twenty years shall have the right to an extension of the term of the demise hereby granted for a further period not exceeding Twenty years upon the terms and conditions hereinafter contained provided that the

Electrolytic Zinc Company's Enabling.

A. D. 1918.

Company shall at least Three months before the expiration of the said first term of Twenty years notify the Commissioner in writing of its intention to exercise the option of extension hereinbefore contained. And the Company to the intent that the obligations may continue throughout the term hereby granted and any extension thereof hereby covenants with the Commissioner and the Commissioner on his part agrees with the Company:—

1. That the Company will pay the rent hereinbefore reserved at the times and in the manner hereinbefore expressed.

2. That the Company will pay all rates taxes impositions and outgoings now or hereafter payable in respect of the demised premises for the term hereby granted and any extension thereof.

3. That the Company shall not assign underlet or part with the possession of the demised premises or any part thereof without first obtaining the written consent of the Commissioner but such consent shall not be unreasonably or arbitrarily withheld by the Commissioner:

4. That the Company shall not upon the demised premises or any part thereof carry on or cause or permit to be carried on any noxious trade or any manufacture business or trade in the nature of a noxious trade nor shall the Company cause or permit any public or private nuisance in or upon the demised premises or any portion thereof or anything that shall cause unnecessary annoyance or disturbance to the Commissioner or to the owners or occupiers of neighbouring lands or houses nor shall the Company cause or permit to be emitted from any wharves piers jetties buildings or erections upon the demised premises any noxious or dangerous fumes or smoke of what kind or nature soever whereby injury may be caused to persons or property nor shall the Company discharge or cause or permit to be discharged from the demised premises or any part thereof or from any wharves piers jetties buildings or erections thereon any water or fluid matter whereby the River Derwent may be polluted so as to endanger the health or lives of any of His Majesty's subjects making use thereof or whereby the fish in the said river may be injured or destroyed.

5. That the Company will before the erection by them of any further or other building on the demised premises submit a plan thereof to the Marine Board of Hobart for its approval and the Company will not proceed with the erection of any such building unless and until the plan thereof has been approved of by the said Marine Board.

6. That the Company will cause to be exhibited on the said wharf two permanent bright red lights one at the northern and the other at the north-eastern corner thereof from sunset to sunrise on every night to indicate the position of such wharf and jetty to mariners or other persons engaged in traffic on the River Derwent.

7. That the Company shall not be entitled to any compensation at the expiration or sooner determination of the demise hereby granted or any extension thereof for any improvement effected upon the demised premises.

8. That the Company will at all times during the said term keep the demised premises and the wharf and jetty and other erections thereon in good repair and condition to the satisfaction of the Commissioner and the said Marine Board of Hobart and will during the said term use the demised premises for the purposes of a wharf and jetty and for no other purpose.

9. That the Company will quietly yield up the demised premises at the expiration or sooner determination of the term hereby granted or any extension thereof in the same state and condition as the same were in when the Company entered into possession thereof under these presents (and with the wharf and jetty thereon) or as near thereto as may be reasonably possible having regard to all the circumstances under which the demised premises were held and used by the Company. But the Company will not interfere with or alter the bed and soil of the said River Derwent except in so far as it may be necessary to do so in the exercise of the powers granted to the Company under this lease nor will the Company in any way obstruct or endanger the navigation of the said river. Provided however that this clause shall not be deemed to prevent the Company from increasing the depth (by dredging or otherwise) of the water surrounding the said wharf and jetty if it shall at any time deem it expedient so to do.

Electrolytic Zinc Company's Enabling

10. That if the Company shall fail to pay the rent hereby reserved at the times and in the manner specified or shall commit any breach of these presents the Commissioner may forthwith determine and put an end to this demise and any extension thereof and for that purpose may re-enter upon the demised premises or any part thereof in the name of the whole without prejudice to any claim which the Commissioner may have against the Company for rent or for damage arising from breach of any covenant contained herein and on the part of the Company to be paid observed or performed. A.D. 1918.

11. That in case the whole or any part of the land or bed and soil of the said River Derwent demised by these presents is at any time required for any public purposes the same may be resumed by the Crown and the Commissioner or any person authorised by him in that behalf may enter thereupon without suit and upon such entry this lease shall become absolutely void.

Provided that before any such entry shall be made as aforesaid compensation shall be made by the Commissioner to the Company for all permanent erections buildings or improvements which the Company may have constructed erected or made under the provisions herein contained on the land or bed and soil of the said River Derwent so resumed and such compensation shall be ascertained by valuation in such manner as may be prescribed by any regulation made or to be made under "The Crown Lands Act, 1911."

12. That if and whenever the said recited lease shall be determined and put an end to by the Commissioner or the Company for any cause whatever this demise hereby granted shall also immediately determine and become absolutely void without prejudice to the right of the Commissioner in respect of any preceding breach of covenant on the part of the Company.

13. That the Company may construct and maintain upon the demised premises such sheds engine-houses and offices as may be necessary for the convenient use by the Company of the said wharf and jetty as aforesaid. And in the event of the Company deciding to erect works elsewhere than at or near Risdon aforesaid as referred to in Clause Eight of the said recited lease and not requiring the premises hereby demised the Company shall have the right by notice in writing to the Commissioner to surrender and determine this lease and the term hereby granted and any extension thereof. Provided always and it is hereby expressly agreed that if any covenant on the part of the Company herein contained shall not be performed or observed or if the Company shall go into liquidation (except a liquidation for the purpose of reconstruction) or if other the person in whom for the time being the term hereby created or any extension thereof shall be vested shall become bankrupt or insolvent then and in any of the said cases it shall be lawful for the Commissioner at any time thereafter to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon this demise and any extension thereof shall absolutely determine but without prejudice to the right of action of the Commissioner in respect of any breach of the covenants of the Company herein contained.

In witness whereof the Commissioner hath hereunto set his hand and seal and the Common Seal of the Company hath been hereunto affixed the day and year first hereinbefore written.

Signed sealed and delivered by the Honourable
JOHN BLYTH HAYES in the presence of—

The Common Seal of ELECTROLYTIC ZINC
COMPANY OF AUSTRALASIA PROPRIETARY
LIMITED was hereunto affixed by order of
the Directors in the presence of—

Electrolytic Zinc Company's Enabling.

A. D. 1918.

(2)

COUNTY OF BUCKINGHAM.

PARISH OF HOBART.

0a. 1r. 19 7/10p.

JETTY SITE.

Bounded on the north-west by 4 chains 28½ links north-easterly commencing at a point on high-water mark on the River Derwent distant 17 chains 67 links south-easterly from a north-east angle of 77 acres 2 roods 29 perches leased to Amalgamated Zinc (De Bavay's) Limited on the north-east by 3 chains 6 links south-easterly on the south-east by 63 6/10 links south-westerly on the south-west by 2 chains 62 links north-westerly again on the south-east by 3 chains 68 2/10 links south-westerly and thence again on the south-west by 48 3/10 links north-westerly along high-water mark aforesaid to the point of commencement.

(3)

COUNTY OF BUCKINGHAM.

PARISH OF HOBART.

17a. 2r. 0p. or thereabouts.

Bounded on the south-west by and adjoining the north-eastern portion of the land at Risdon in Tasmania lately conveyed by Henry Purden and Elizabeth Rosina Purden to Edward Herbert Shackell and the north-eastern portion of the land lately leased to Amalgamated Zinc (De Bavay's) Limited by the Commissioner of Crown Lands for Tasmania commencing at the north-western angle of the first-mentioned land on the River Derwent and extending in a south-easterly direction by that river to the north-eastern angle of the land lately leased by the Crown to Amalgamated Zinc (De Bavay's) Limited on the south-east by a straight north-easterly line of Five hundred and forty-eight feet bearing north Thirty-seven degrees and six minutes east out into the bed of the said river thence on the north-east by a straight north-westerly line of One thousand three hundred and eighty-one feet bearing north Fifty-nine degrees and ten minutes west to a point in the bed of the said river thence on the north-west by a straight south-westerly line of Six hundred and forty-nine feet bearing south Thirty-seven degrees twenty-five minutes west to the point of commencement.

(4)

COUNTY OF BUCKINGHAM.

PARISH OF HOBART.

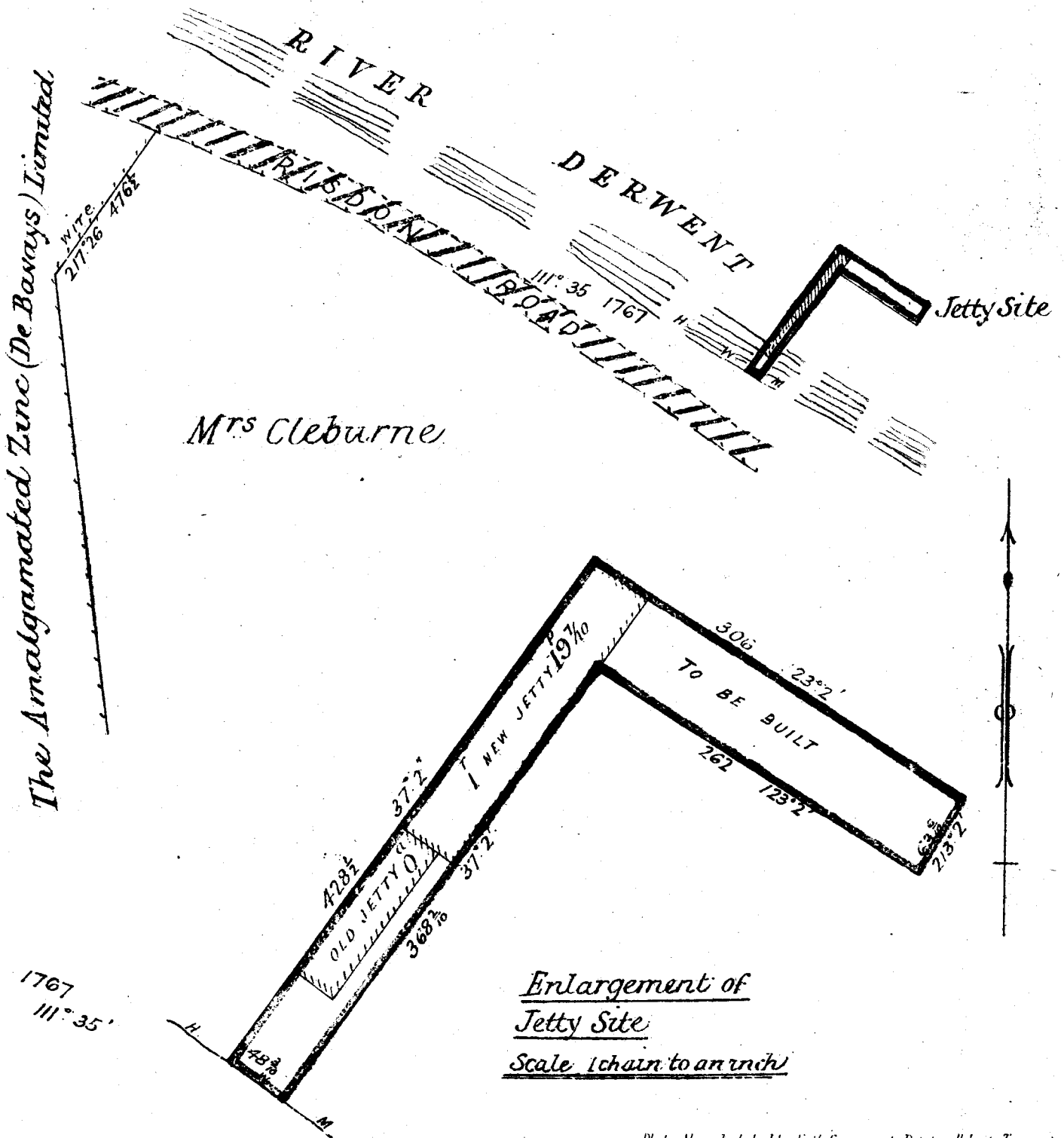
1a. 2r. 34p.

Bounded on the south-west and south-east by 17 chains 44 links north-westerly and south-westerly in several bearings along portion of Derwent Park Estate commencing at a point distant 7 chains 12 links and One-half of a link north-westerly from the south angle of 77a. 2r. 29p. leased to Amalgamated Zinc (De Bavay's) Limited again on the south-west by 1 chain and Two-tenths of a link north-westerly along the Risdon Road on the north-west and north-east by 16 chains 87 links north-easterly and south-easterly in several bearings along other portion of Derwent Park Estate and thence on the north-east by 1 chain 98 links and Four-tenths of a link south-easterly along the said 77a. 2r. 29p. leased to Amalgamated Zinc (De Bavay's) Limited to the point of commencement.

COUNTY OF BUCKINGHAM

PARISH OF HOBART

Scale 4 chains to an inch.



KAROLINA UNIVERSITY

YEARLY REPORT 1958-59

Department of ...

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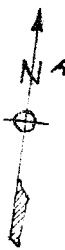
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DERWENT PARK
PARISH OF HOBART
COUNTY OF BUCKINGHAM



Scale of Chains

RIVER DERWENT



S 57° 25' W 549 FT to H.W.M.

N 59° 10' W 1381 FT
17.5 Acres

Originally Lot 5
E.H. Shackell



Risdon Road To Hobart
W 37° 06' E
548 FT from H.W.M.

CROWN LAND
Leased to
The Amalgamated Zinc Company
(De Barys Ltd)

27 Ac
Edward Abbott

SCHEDULE 4.

Abattoirs Reserve

one chain wide

Reserved Road

ROADWAY 1 CH WIDE

Prince of Wales Bay

