

it thinks fit, order that person to pay to the complainant such compensation for costs or loss of time, or both, as the court thinks reasonable."

11 Section thirty-seven of the Principal Act is amended by adding at the end thereof the following subsection:—

Evidence as to possession.

"(2) Where articles of any kind, class, or description are found in the possession of any person engaged in the business of manufacturing or trading in articles of that kind, class, or description, they shall, for the purposes of this Act, be deemed, until the contrary is proved, to be in the possession of that person for sale."

ELECTROLYTIC ZINC COMPANY'S FURTHER ENABLING.

No. 62 of 1951.

AN ACT to enable the Commissioner of Crown Lands to extend the leases of certain Crown Lands held by Electrolytic Zinc Company of Australasia Limited or to grant new leases to that Company for more than fourteen Years, and for other Purposes.
[20 November, 1951.]

WHEREAS the Commissioner of Crown Lands under and by virtue of the powers conferred upon him by "The DeBavay's Lease Enabling Act, 1917",* "Electrolytic Zinc Company's Enabling Act, 1918",† "The Electrolytic Zinc Company's Amending Act 1919",‡ "Electrolytic Zinc Company's Further Amending Act 1920"§ and "Electrolytic Zinc Company's Further Enabling Act 1923",|| and with such consents as therein mentioned, has granted the following leases of Crown lands at Risdon in Tasmania to Electrolytic

PREAMBLE.

* 7 Geo. V. No. 45.
† 9 Geo. V. No. 17.

‡ 10 Geo. V. No. 7.
§ 11 Geo. V. No. 39.

|| 14 Geo. V. No. 4.

Zinc Company of Australasia Limited (hereinafter called "the Company") for the term of twenty years each with the right of extension of the said term for one further period in each case not exceeding twenty years namely 77 acres 2 roods 29 perches described in the first schedule for purposes in connection with the erection and maintenance by the Company upon the lands so demised of such buildings and works as it might require for the purposes of its undertaking or business, including the erection of dwelling-houses for workmen employed in the said works: 1 acre 2 roods 34 perches for a right-of-way one chain wide appurtenant to the first mentioned lease of 77 acres 2 roods 29 perches: 9 acres 1 rood (ex road and railways) described in the third schedule for purposes in connection with the erection and maintenance by the Company of additional works for the further treatment of any product or by-product of its said works, and for other manufacturing purposes: 1 rood 19 $\frac{7}{10}$ perches for a jetty site described in the fourth schedule: and 6 acres 2 roods 38 perches and 4 acres 15 $\frac{1}{2}$ perches described respectively in the fifth and sixth schedules for purposes in connection with the construction and maintenance by the Company thereupon of wharves, piers, jetties, storage or other buildings necessary for the undertaking of the Company:

And whereas by agreement between the said Commissioner and the Company the said right-of-way was diverted as to a part of its length to a new course increasing its area to 2 acres 1 rood 5 $\frac{8}{10}$ perches as described in the second schedule:

And whereas in accordance with the powers contained in "*The Electrolytic Zinc Company's Amending Act 1919*"* the terms of the leases of all the Crown Lands described in the schedules save those described in the sixth, seventh, eighth, and ninth schedules have been made to coincide and be co-terminous with the term of a certain agreement bearing date the seventh day of July, 1919, made between the Minister of Lands and Works for Tasmania and the Company for the supply of electrical energy by the Minister to the Company in connection with its undertaking at Risdon in Tasmania for the term of twenty-three years from the first day of May, 1919, or twenty years from the date of commencement of supply of the third block of electrical energy thereunder whichever was the later, with the firm right to the Company to an extension of the term of the said agreement for a further period of twenty years:

And whereas by the *Hydro-Electric Commission Act 1929*† the rights and liabilities of the said Minister under the agreement last aforesaid were transferred to the Hydro-Electric Commission:

* 10 Geo. V. No. 7.

† 20 Geo. V. No. 83. See now the Hydro-Electric Commission Act 1944.

And whereas the term of the said agreement dated the seventh day of July, 1919, the term of the lease of 1 acre 2 roods 34 perches of Crown Land for the said right-of-way 1 chain wide (since increased to 2 acres 1 rood 5 8/10 perches as described in the second schedule) and the terms of the leases of the Crown Lands described in the first, third, fourth, and fifth schedules commenced to run from the thirty-first day of March, 1923, and in due course were extended for the further period of twenty years from the thirty-first day of March, 1943:

And whereas on the twenty-fourth day of May, 1948, a lease of the Crown Land described in the sixth schedule was granted by the Commissioner of Crown Lands to the Company for a term of twenty years from the first day of July, 1948, with the right to the Company to an extension of that term for a further period of twenty years from the expiration of the term thereby created:

And whereas on the tenth day of July, 1942, the twenty-fourth day of March, 1949, and the twenty-second day of December, 1949, leases of the three pieces of Crown Land described respectively in the seventh, eighth, and ninth schedules were granted under the *Crown Lands Act 1935** by the Commissioner of Crown Lands to the Company—the two first-named for fourteen years each and the last-named for thirteen years and one-quarter of a year:

And whereas it is intended that the Hydro-Electric Commission and the Company shall extend the said agreements for the supply of electrical energy for a term of twenty years from the thirty-first day of March, 1963, or that a new agreement for the supply of electrical energy for the term of twenty years shall be entered into between the Hydro-Electric Commission and the Company as from the thirty-first day of March, 1963:

And whereas it is desirable that the terms of the several leases of the Crown Lands described in the schedules should be extended as hereinafter provided:

And whereas it is expedient that the Commissioner of Crown Lands should have enlarged leasing powers over the Crown Lands described in the schedules:

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:—

* 26 Geo. V. No. 35. For this Act, as amended to 1936, see Reprint of Statutes, Vol. IV., p. 1000. Subsequently amended by 3 Geo. VI. No. 8, 4 Geo. VI. No. 7, 7 Geo. VI. No. 57, 9 Geo. VI. No. 22, and 10 Geo. VI. No. 52.

Short title
and incorpor-
ation with
Geo. V. No.
45, 9 Geo. V.
No. 17, 10
Geo. V. No. 7,
11 Geo. V.
No. 39 and
14 Geo. V.
No. 4.

1 This Act may be cited as the *Electrolytic Zinc Company's Further Enabling Act 1951*, and is incorporated with "*The DeBavay's Lease Enabling Act 1917*," "*Electrolytic Zinc Company's Enabling Act 1918*," "*The Electrolytic Zinc Company's Amending Act 1919*," "*Electrolytic Zinc Company's Further Amending Act 1920*," and "*Electrolytic Zinc Company's Further Enabling Act 1923*".

Interpre-
tation.

2 In this Act—

"the Commissioner" means the Commissioner of Crown Lands under the *Crown Lands Act 1935*;

"the Company" means *Electrolytic Zinc Company of Australasia Limited*, and its assigns.

Commis-
sioner shall
extend terms
of existing
leases or
grant new
leases in
place thereof.

3 At the date of the said intended agreement between the Company and the Hydro-Electric Commission for the supply of electrical energy the Commissioner shall contemporaneously with that agreement and with the consent of the Governor, as to the lands described in the first, second, third, and ninth schedules, and with the consent of the Governor and of the Marine Board of Hobart, as to the lands bordering on the River Derwent described in the fourth, fifth, sixth, seventh, and eighth schedules, forthwith extend the leases thereof, or grant new leases thereof to the Company, for terms expiring on the thirty-first day of March, One thousand nine hundred and eighty-three with the right of extension of the term in each case for one further period not exceeding twenty years on the same terms provisoes and conditions as are respectively contained in each present existing lease.

THE FIRST SCHEDULE.

COUNTY OF BUCKINGHAM—PARISH OF HOBART.

77a. 2r. 29p. or thereabouts.

Bounded on the south-east by 24 chains 63 links south-westerly along land granted to Edward Abbott commencing at the north angle thereof on the River Derwent (crossing a reserved road 1 chain wide) on the south-east by 20 chains 73 links or thereabouts south-westerly along land granted to Charles Harbottle and along land granted to George Frederick Read and Robert Pitcairn on the south-west by 26 chains 99 links north-westerly along Crown land on the north-west and north-east by 24 chains 94 $\frac{1}{10}$ links north-easterly and south-easterly in several bearings along the beforementioned reserved road again on the south-east by 4 chains 76 $\frac{1}{2}$ links south-westerly along portion of land granted to Joseph Tice Gellibrand on the north-east by 12 chains 23 links south-easterly also along that land on the north-west by 17 chains 95 links north-easterly also along that land (recrossing the beforementioned reserved road) to the River Derwent aforesaid and thence by that river to the point of commencement.

THE SECOND SCHEDULE.

COUNTY OF BUCKINGHAM—PARISH OF HOBART.

2a. 1r. 5 8/10p. Right-of-Way.

Commencing at a point on Bowen Road distant 172 feet 4¼ inches south-easterly from the north-west angle of 9 acres 3 roods 1 perch, and four-tenths of a perch Crown land and bounded on the north-west north, and north-east by 1506 feet 11 inches north-easterly, easterly, and south-easterly in several bearings along portion of 9 acres 3 roods 1 perch and four-tenths of a perch aforesaid and along portion of 18 acres 3 roods 26 perches and four-tenths of a perch again on the north-east by 66 feet south-easterly along 77 acres 2 roods 29 perches leased to Electrolytic Zinc Company of Australasia Limited on the south-east, south-west, and south by 1510 feet 10½ inches south-westerly, north-westerly and westerly in several bearings again along portion of 18 acres 3 roods 26 perches and four-tenths of a perch aforesaid along 9 acres 3 roods 1 perch and four-tenths of a perch aforesaid again along portion of 18 acres 3 roods 26 perches and four-tenths of a perch aforesaid and along portion of 9 acres 3 roods 1 perch and four-tenths of a perch aforesaid to Bowen Road aforesaid and thence again on the south-west by 66 feet 2½ inches north-westerly along that road to the point of commencement.

THE THIRD SCHEDULE.

COUNTY OF BUCKINGHAM—PARISH OF HOBART.

9a. 1r. 0p. (exclusive of road and railways).

Bounded on the north-east by 10 chains 95 7/10 links north-westerly along 77 acres 2 roods 29 perches leased to Electrolytic Zinc Company of Australasia Limited commencing at a point on the south-western boundary of the last-mentioned land distant 15 chains 27½ links north-westerly from the south-west angle of that land again on the north-east by 4 chains 62 9/10 links north-westerly in two bearings along the Zinc Works Railway Reserve on the south-east by 80 9/10 links north-easterly in two bearings crossing portion of that railway reserve on the north-east and north-west by 5 chains 99 8/10 links north-westerly and south-westerly in several bearings along portion of the railway reserve aforesaid and along the Derwent Park Road re-crossing portion of the railway reserve aforesaid again on the north-east by 3 chains 4 7/10 links north-westerly in two bearings crossing the Derwent Park Road aforesaid and along 9 acres 0 roods 31 perches purchased by the Mayor Aldermen and Citizens of Hobart on the north-west by 5 chains 4 4/10 links south-westerly along the centre of the Abattoirs Railway Reserve and thence on the south-west by 18 chains 8 3/10 links south-easterly through portion of 25 acres leased to Electrolytic Zinc Company of Australasia Limited re-crossing the Zinc Works Railway Reserve and the Derwent Park Road aforesaid to the point of commencement.

THE FOURTH SCHEDULE.

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 (DeBavay's) Limited which lease was subsequently assigned to Electrolytic Zinc Company of Australasia 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.

THE FIFTH SCHEDULE.

COUNTY OF BUCKINGHAM—PARISH OF HOBART.

6a. 2r. 38p. Wharf Site.

Being 7 acres and 17 perches and seven-tenths of a perch (ex jetty site of 1 rood 19 $\frac{7}{10}$ perches) bounded as follows:—On the north-west by a straight north-easterly line of 4 chains 86 $\frac{1}{2}$ links commencing at a point on high-water mark on the River Derwent distant 1 chain 50 links north-westerly from a north-east angle of 77 acres 2 roods and 29 perches referred to in the First Schedule on the north-east by a straight south-easterly line of 16 chains 62 links on the south-east by a straight south-westerly line of 4 chains 18 links and thence on the south-west by high water mark on the River Derwent aforesaid to the point of commencement excepting thereout 1 rood 19 $\frac{7}{10}$ perches formerly leased to Amalgamated Zinc (DeBavay's) Limited which lease was subsequently assigned to Electrolytic Zinc Company of Australasia Limited and surrendered and a new lease applied for and granted for an extended period from the 31st day of March 1923.

THE SIXTH SCHEDULE.

COUNTY OF BUCKINGHAM—PARISH OF HOBART.

4a. 0r. 15 $\frac{1}{2}$ p.

Commencing at the west angle of 6 acres 2 roods 38 perches leased to Electrolytic Zinc Company of Australasia Limited on the original highwater mark on the River Derwent and bounded on the south-east by 4 chains 86 $\frac{1}{2}$ links north-easterly along that land on the north-east by 7 chains 40 links north-westerly along the River Derwent aforesaid on the north-west by 6 chains 51 $\frac{5}{10}$ links south-westerly again along that River to the original high water mark aforesaid and thence by that high water mark to the point of commencement.

THE SEVENTH SCHEDULE.

COUNTY OF BUCKINGHAM—PARISH OF HOBART.

4a. 0r. 1p.

Bounded on the north-west by 275 feet 11 inches north-easterly along 6 acres 2 roods 38 perches leased to Electrolytic Zinc Company of Australasia Limited commencing at the south-east angle of that lease on high water mark on the River Derwent on the north-east by 500 feet south-easterly through the River Derwent on the south-east by 399 feet south-westerly again through that River to high water mark and thence by high water mark on the River Derwent aforesaid in a general north-westerly direction to the point of commencement.

THE EIGHTH SCHEDULE.

COUNTY OF BUCKINGHAM—PARISH OF HOBART.

3a. 1r. 19 $\frac{1}{2}$ p.

Commencing at the south angle of 4 acres 1 perch leased to Electrolytic Zinc Company of Australasia Limited on the high water mark on the River Derwent and bounded on the north-west by 399 feet north-easterly along 4 acres 1 perch aforesaid on the north-east by 375 feet south-easterly along portion of the River Derwent aforesaid on the south-east by 420 feet 10 $\frac{1}{2}$ inches south-westerly across portion of the River Derwent aforesaid to the high water mark on that River aforesaid and thence by high water mark to the point of commencement.

THE NINTH SCHEDULE.

COUNTY OF BUCKINGHAM—PARISH OF HOBART.

20a. 1r. 10 6/10p. (excepting thereout 1a. 1r. 24 2/10p. part of the Right-of-way described in the second schedule).

Commencing at the north-west angle of 9 acres 3 roods 1 4/10 perches Crown Land on Bowen Road and bounded on the south-west by 817 feet 9 inches south-easterly along that land crossing part of the Right-of-way described in the second schedule again on the south-west by 658 feet 4 1/4 inches south-easterly again along that land on the south-east by 330 feet north-easterly in two bearings along 58 acres 1 rood 4 perches granted to R. C. Read, J. T. Read and L. Lodge and along 53 acres granted to G. F. Read and R. Pitcairn on the north-east by 1007 feet 10 inches north-westerly along 77 acres 2 roods 29 perches leased to Electrolytic Zinc Company of Australasia Limited again on the north-east by 1018 feet 3 1/4 inches north-westerly along 9 acres 1 rood (exclusive of road and railways: described in the third schedule) leased to Electrolytic Zinc Company of Australasia Limited to Bowen Road aforesaid and thence on the north-west and again on the south-west by 812 feet south-westerly and south-easterly in several bearings along that road to the point of commencement

HOMES (No. 3).

No. 63 of 1951.

AN ACT to amend the *Homes Act 1935* and the *Homes Act 1946*. [20 November, 1951.]

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 *Homes Act (No. 3)* Short title and citation.
1951.

(2) The *Homes Act 1935**, as subsequently amended, is in this Act referred to as the Principal Act.

2 Section seven of the Principal Act is amended by omitting from subsection (1) thereof the word "six" and substituting therefor the word "fourteen". Borrowing.

3 Section four of the *Homes Act 1946*† is amended by omitting therefrom the numerals "1951" and substituting therefor the numerals "1954". Amendment of the *Homes Act 1946*.

* 26 Geo. V. No. 98. For this Act, as amended to 1936, see Reprint of Statutes, Vol. VI, p. 661. Subsequently amended by 2 Geo. VI. No. 51, 4 & 5 Geo. VI. No. 32, 5 Geo. VI. No. 44, 6 Geo. VI. No. 66, 7 Geo. VI. No. 31, 7 & 8 Geo. VI. No. 89, 9 & 10 Geo. VI. Nos. 32 and 52, No. 20 of 1948, No. 33 of 1949, and No. 37 of 1950, and No. 28 of 1951.

† 9 & 10 Geo. VI. No. 52.