

**KING ISLAND SCHEELITE AGREEMENT.**

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**No. 20 of 1963.**

AN ACT to approve an agreement entered into between the Treasurer and King Island Scheelite (1947) Limited providing for the payment of a subsidy to assist that company to continue to carry on its mining operations on King Island, and to make provision for matters incidental thereto. [2 May 1963.]

**Preamble.**

WHEREAS King Island Scheelite (1947) Limited, a company incorporated in the State of Victoria and having its registered office situated at Number 100 Collins Street in the city of Melbourne, is carrying on mining operations at Grassy, King Island, for the purpose of obtaining scheelite for the production of tungstic oxide:

And whereas those operations have become uneconomic and the company is, for that reason, considering whether it should close its mine and discontinue operations:

And whereas the operations of the company at Grassy constitute an important element in the economic conditions of King Island and the closure of the mine would have a serious effect on employment on King Island and an adverse effect on the Island's economy:

And whereas the company has agreed to continue in production for a further period on the payment to the company of a subsidy in accordance with the terms of an agreement entered into between the Treasurer, on behalf of the State, and the company:

And whereas moneys belonging to the State and representing lottery tax payable in respect of tickets sold in the Dominion of New Zealand in lotteries conducted under the laws of the State have for several years been held in that Dominion by reason of the operation of the exchange control laws of that Dominion and have not been available for normal Government purposes:

And whereas at the request of the Government of the State the Government of the Commonwealth has made representations to the Government of that Dominion for the release of those moneys in order that they should be available to enable the State to pay to the company the proposed subsidy:

And whereas, as the result of those representations, the Government of that Dominion has agreed to release to the Government of the State during the month of April 1963 the sum of £100,000 (in New Zealand currency):

And whereas it is desirable that the State should pay to the company out of that sum a subsidy to enable the company to continue to carry on its operations at Grassy:

And whereas the Treasurer has entered into an agreement with the company relating to the payment of such a subsidy and it is expedient that that agreement should be approved:

And whereas, because of the special circumstances in which that sum became available to the State, it is desirable that the moneys released by the Government of New Zealand be paid to the credit of a special account to be applied for the purpose of paying the proposed subsidy:

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 *King Island Scheelite Agreement Act 1963*. Short title.

**2** In this Act, unless the contrary intention appears— Interpretation.

“account” means the account opened pursuant to subsection (1) of section four;

“agreement” means the agreement entered into between the Treasurer and the company a copy of which is set forth in the schedule;

“company” means King Island Scheelite (1947) Limited, a company incorporated in the State of Victoria and having its registered office situated at Number 100 Collins Street in the city of Melbourne in that State;

“New Zealand funds” means the sum of money that the Government of the Dominion of New Zealand has agreed to release to the Government of this State as mentioned in the preamble to this Act.

**3—(1)** The agreement is approved. Approval of agreement.

(2) Subject to this Act, the Treasurer may do all such acts, matters, and things as may be necessary or expedient for carrying out or giving effect to the agreement on the part of the State.

**4—(1)** There shall be opened in the Trust Fund a special account to be called the King Island Scheelite (1947) Limited Production Subsidy Account. Financial provisions.

(2) Upon the receipt by the Treasurer of the equivalent sum in Australian currency of the amount of the New Zealand funds that sum shall be paid to the credit of the account.

(3) There shall be credited to the account in each financial year all sums of money received by the Treasurer from the company during that financial year by way of repayment of subsidy pursuant to the agreement.

(4) There shall be debited to the account all sums of money paid to the company by way of subsidy pursuant to the agreement.

(5) At the end of each financial year, all sums of money paid to the credit of the account pursuant to subsection (3) of this section shall be transferred to and paid to the credit of the Consolidated Revenue, and the account, by virtue of the operation of this subsection, is, to the necessary extent, appropriated accordingly.

(6) The sums of money to be paid by the Treasurer to the company by way of subsidy pursuant to the agreement shall not, in the aggregate, exceed such sum (in Australian currency) as is equivalent to £100,000 in New Zealand currency.

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## THE SCHEDULE.

(Section 2.)

THIS AGREEMENT is made the 14th day of March One thousand Nine hundred and Sixty-three BETWEEN THE HONOURABLE ERIC ELLIOTT REECE being and as the Treasurer for the time being for the State of Tasmania (hereinafter called "the Treasurer" which expression shall include his successors in office) of the one part and KING ISLAND SCHEELITE (1947) LIMITED a company incorporated in the State of Victoria and having its registered office at 100 Collins Street Melbourne in that State and carrying on business at Grassy, King Island in the State of Tasmania (hereinafter called "the Company") of the other part WHEREAS the Treasurer has agreed with the Company that in consideration of the Company continuing its normal operations at its mine at Grassy aforesaid and undertaking not to close down the said mine, to pay to the Company a subsidy in accordance with the terms of this agreement, which subsidy the Company agrees to repay as hereinafter provided AND WHEREAS the said agreement is subject to the passing of the appropriate enabling legislation by the Parliament of Tasmania which the Treasurer has agreed to introduce NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In this agreement:

"Long ton" means a ton weight of 2240 pounds avoirdupois.

"unit" when used in relation to tungstic oxide means one ton of one percent of material produced by the Company obtained by multiplying the tonnage of concentrate produced by the Company by the average grade as percentage tungstic oxide.

"L.M.B.P." means the average of the lower limits of the range of price throughout each calendar month for "Tungsten Ore: Wolfram cif Europe Standard Quality (specified composition)" per unit of tungstic oxide expressed in shillings sterling per unit as quoted in the London Metal Bulletin published by the Metal Information Bureau Ltd., Birkett House, 27 Albemarle Street, London W.1.

2—(a) The Company agrees that it will continue normal operations at its mine at Grassy aforesaid until 31 August 1963 on the basis of a five day working week and will produce tungstic oxide during the period from 1 January 1963 to 31 August 1963 (hereinafter called "the subsidy period") at an average monthly output rate of not less than 5,800 long ton units per month and during the subsidy period will not close down the said mine and will use its best endeavours to continue normal operations of its said mine at Grassy aforesaid after 31 August 1963 and if it can reasonably expect to continue operations without incurring loss it will so continue its operations.

- 2.—(b) The Treasurer will pay in Australian currency monthly to the Company, one month in arrear, by way of subsidy during the subsidy period a sum to be calculated at a unit rate (herein called "the subsidy rate") of  $.93 \times (124.3 \text{ minus L.M.B.P.})$  shillings Australian on the quantity of tungstic oxide measured in long ton units produced by the Company during the subsidy period, PROVIDED THAT the subsidy rate shall not exceed forty eight shillings Australian per unit calculated as herein provided.
3. The maximum sum the Treasurer shall be liable to pay by way of subsidy under this agreement during the subsidy period is £125,000.
4. A certificate of the quantity of tungstic oxide produced in any month during the subsidy period by the Company signed by the Mill Superintendent and counter-signed by the General Manager of the Company shall be sufficient evidence to support a claim by the Company for the payment of subsidy by the Treasurer in accordance with this agreement. The Company if called upon by the Treasurer for the purpose of verifying production will make available to the Treasurer the production records of the Company for any month during the subsidy period or whilst any money remains owing to the Treasurer under this Agreement.
5. Before any payment of subsidy is made by the Treasurer to the Company the amount thereof will be certified to the Treasurer by the Director of Mines who will satisfy himself that the amount claimed by the Company is properly payable and no payment shall be payable to the Company until the Director of Mines has certified that it is a proper payment in accordance with this Agreement.
6. If the Company fails to continue or ceases normal operations at its mine at Grassy aforesaid during the subsidy period the Company will repay to the Treasurer forthwith all monies paid to it by the Treasurer as subsidy pursuant to this Agreement and not then repaid to the Treasurer.
7. Subject to Clause 6 hereof the Company will repay to the Treasurer all monies paid by the Treasurer to the Company as subsidy pursuant to this agreement in the following events and in the following manner:  
If in any month after 31 August 1963 L.M.B.P. should exceed one hundred and twenty four shillings and fourpence sterling the Company will repay in Australian currency a sum to be calculated at a unit rate (herein called "the repayment rate") of  $47 \times (\text{L.M.B.P. minus } 124.3)$  shillings Australian on the quantity of tungstic oxide measured in long ton units produced by the Company during that month. Each repayment shall be made within one month of the end of the month upon the production in which the repayment is calculated.
8. The Treasurer shall be under no obligation to make any payments of subsidy to the Company after 31 August 1963 and the Company shall cease to be liable to make any repayments to the Treasurer on and after 31 December 1968.
9. Any dispute or difference arising out of this Agreement shall be referred to Arbitration pursuant to the provisions of the Arbitration Act 1892 of Tasmania or any Statutory modification or re-enactment thereof for the time being in force.
10. This agreement shall be construed and take effect as an Agreement made in Tasmania and in accordance with the laws of that State and the Company hereby submits to the jurisdiction of the Courts of Tasmania and hereby appoints IAN DOUGLAS CAMERON to be the agent in Tasmania of the Company for the purpose of accepting service on behalf of the Company of any Writ, Notice, Order Judgment or other legal process or document in respect of any matter arising out of this Agreement and such appointment shall not be revocable and service of any such documents on such appointee shall be deemed to be good service on the Company for all purposes.

11. This Agreement is expressly made subject to the appropriation by the Parliament of Tasmania of the necessary moneys to enable the Treasurer to perform his part of this Agreement which appropriation shall be of the essence of this Agreement and a condition precedent to the liability of the Minister to pay moneys which would otherwise be payable under this Agreement and if such monies are not appropriated by Parliament within six months of the date hereof this Agreement shall be of no effect and the parties shall be released therefrom.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

SIGNED SEALED and DELIVERED by the  
HONOURABLE ERIC ELLIOTT REECE in } ERIC REECE  
the presence of:  
K. J. BINNS. }

THE COMMON SEAL of KING ISLAND  
SCHEELITE (1947) LIMITED was hereunto } (SEAL)  
affixed in the presence of:  
C. WALLACE SMITH, Director.  
W. C. GREAVES, Director.  
H. C. BOYD, Deputy Secretary.

## PUBLIC SERVICE TRIBUNAL.

### No. 21 of 1963.

AN ACT to amend the *Public Service Tribunal Act 1958*. [2 May 1963.]

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:—

Short title  
and citation.

**1**—(1) This Act may be cited as the *Public Service Tribunal Act 1963*.

(2) The *Public Service Tribunal Act 1958*, as subsequently amended, is in this Act referred to as the Principal Act.

Amendments  
of other  
Acts.

**2** Section two of the Principal Act is repealed.

Interpre-  
tation.

**3** Section three of the Principal Act is amended by inserting in subsection (1) thereof, after the definition of “salary”, the following definition:—

“ ‘salary determination’ means any determination, award, order, regulation, rule, by-law, classification, or other instrument or decision relating to the salaries to be paid to persons who are employees within the meaning of this Act and made by a controlling authority, and includes a determination under the *Wages Boards Act 1920* so far as it relates to the salaries to be paid to persons who are employees within the meaning of this Act;”.