

acres purchased by J. White by part of the south boundary of land purchased by J. A. Bracey by the east boundary of land purchased by W. H. Bennett by a south by a west and again by part of a south boundary of land purchased by F. H. Gall by the west boundary of land purchased by G. A. Robertson by part of the north and by the west boundary of land purchased by P. O. Carlsen by the west and by the south boundary of land purchased by A. Laughler thence by a line to the south-west angle of land purchased by W. Carlsen thence by a line to the north-west angle of 90 acres purchased by C. Oates on the Mountain River thence by a line westerly to and along the summit of the Tiers westerly for a distance of 37 miles or thereabouts thence by a north-westerly line to the summit of Mt. Mueller thence by a south-westerly line to the summit of Mt. Wedge thence by a north-westerly line to the junction of the Gordon and Serpentine Rivers thence by the Gordon River to the Franklin River by that river to the Collingwood River by that river to its source thence by a line to Lake Ewart formerly Lake Augusta thence by a north-easterly line to the Canning River thence north-westerly by that river for a distance of 8 miles or thereabouts and thence by a northerly line to the Vale River at a point on the continuation of the north-eastern boundary of 150,000 acres Surrey Hills Block thence north-westerly for 8½ miles or thereabouts thence north-easterly to the south-west angle of 213a. Or. 7p. purchased by F. H. Ashton thence by the south boundary of that land thence easterly to the River Wilmot thence by that river to its confluence with the River Forth thence in a northerly direction along the River Forth aforesaid to a point westerly from the south-west angle of 81a. 1r. 4p. aforesaid thence easterly crossing River Forth aforesaid to the point of commencement.

Maria Island, Schouten Island, and all islands adjacent to the coast between the Scamander River and Pittwater are included in this Division."

TRANSPORT COMMISSION (ROAD TRANSPORT UNDERTAKING DISPOSAL).

No. 55 of 1968.

AN ACT to authorize the Transport Commission to dispose of the Commission's road transport undertaking and to provide for matters incidental thereto. [29 November 1968.]

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.

1 This Act may be cited as the *Transport Commission (Road Transport Undertaking Disposal) Act 1968*.

2—(1) In this Act, unless the contrary intention appears— Interpretation.

“agreement” means the agreement made on the seventh day of October 1968 between the Commission and *Charles Dudley Ayers* of Hobart in this State, a copy of which is set forth in the schedule;

“coach licence” has the same meaning as it has in Part III of the *Traffic Act 1925*;

“Commission” means the Transport Commission constituted under the *Transport Act 1938*;

“omnibus licence” has the same meaning as it has in Part III of the *Traffic Act 1925*;

“prescribed period” means the period beginning on the day on which this Act commences and ending on the thirtieth day of June 1971;

“purchaser” means—

(a) *Charles Dudley Ayers* of Hobart in this State, Passenger Coach Operator; or

(b) the approved nominee;

“road transport services” means the road transport services that, immediately before the commencement of this Act, were being carried on by the Commission between the several places mentioned in Part I of the second schedule to the agreement;

“the approved nominee” means a company incorporated in this State (whether before or after the commencement of this Act) under the *Companies Act 1962* that is declared by the Commission, in writing, to be the approved nominee of *Charles Dudley Ayers* for the purposes of this Act;

“Tribunal” means the Public Vehicles Licensing Appeal Tribunal constituted under Part IIIA of the *Traffic Act 1925*;

“undertaking” means all vehicles, equipment, plant, land, and other property of any description owned, used, or held by the Commission, immediately before the commencement of this Act, for the purposes of, or in connection with, the carrying on of the road transport services, but does not include the land of the Commission situated at Numbers 1 and 19 Collins Street, Hobart, or at Number 114 Cameron Street, Launceston.

(2) In this Act, a reference to the *Traffic Act 1925* or the *Transport Act 1938* includes a reference to any regulations, rules, or by-laws made under or for the purposes of the relevant Act or any Part or other subdivision thereof.

3—(1) The Commission has, and shall be deemed always to have had, power to sell the undertaking to *Charles Dudley Ayers* of Hobart in this State, Passenger Coach Operator, or to the approved nominee, for the sum of one hundred and thirteen thousand dollars on and subject to the terms and conditions agreed on between the parties to the agreement and set forth in the agreement. Power of Commission to dispose of the undertaking.

(2) If for any reason *Charles Dudley Ayers* or the approved nominee fails to complete the purchase of the undertaking in accordance with the agreement, the Commission may sell the undertaking to some other person on and subject to the same, or substantially the same, terms and conditions as are set forth in the agreement for such sum as is agreed on between the Commission and that other person.

(3) If, pursuant to subsection (2) of this section, an agreement (in this subsection referred to as "the alternative agreement") is entered into between the Commission and a person other than *Charles Dudley Ayers*, the provisions of this Act apply to and in relation to the alternative agreement and the parties thereto, and, in the application of those provisions to the alternative agreement and those parties—

- (a) a reference to the purchaser shall be read as a reference to that person;
- (b) a reference to the agreement shall be read as a reference to the alternative agreement; and
- (c) the reference in paragraph (b) of subsection (8) of section four to paragraph 2 of the agreement shall be read as a reference to such of the provisions of the alternative agreement as relate to the subject-matters to which that paragraph relates.

Provisions relating to the carrying out of the agreement.

4—(1) The Commission may do all such acts and things as may be required or necessary for carrying out or giving effect, on the part of the Commission, to the agreement or for the exercise and performance of its powers and duties thereunder.

(2) Without prejudice to the generality of the provisions of subsection (1) of this section but subject to section forty-four of the *Metropolitan Transport Act 1954*, the Commission—

- (a) on payment by the purchaser of the appropriate fees prescribed under the *Traffic Act 1925* but without requiring the purchaser to make an application therefor, shall, in accordance with Part III of that Act, issue to the purchaser—
 - (i) coach licences authorizing the use by the purchaser of thirty-two vehicles for the carriage of passengers and goods between places on the routes specified in Part I of the second schedule to the agreement; and
 - (ii) exemptions authorizing the purchaser, until the thirtieth day of June 1971, to use eight of those vehicles within the traffic areas specified in Part II of that schedule as if omnibus licences

under Part III of the *Traffic Act 1925* had been issued and were in force in relation to the use of those eight vehicles within those areas; and

- (b) shall, during the prescribed period, refuse to grant to any person other than the purchaser a coach licence or coach licences that would have the effect of authorizing that person to carry on road transport services in competition with the purchaser between any of the places mentioned in Part I of the second schedule to the agreement.

(3) During the prescribed period the Commission may, on the application of the purchaser but not otherwise, vary any of the conditions or restrictions specified in a licence issued to the purchaser under sub-paragraph (i) of paragraph (a) of subsection (2) of this section, being conditions or restrictions relating to—

- (a) the fares or freights, or both, to be charged by the purchaser in connection with the carrying on of the road transport services;
- (b) the time-tables to be observed by the purchaser in connection with the carrying on of the road transport services;
- (c) the places to be used for the picking up and putting down of passengers travelling in the vehicles used by the purchaser in the course of carrying on the road transport services; or
- (d) the number of passengers to be carried in those vehicles or any of them,

but, except as provided in this subsection, the Commission shall not, during that period, vary any of the conditions or restrictions specified in such a licence.

(4) If the purchaser is aggrieved by a decision of the Commission on an application under subsection (3) of this section, he may appeal therefrom to the Tribunal in accordance with the provisions of Part IIIA of the *Traffic Act 1925*, and those provisions apply to and in relation to the appeal as if it were an appeal to which sub-paragraph (ii) of paragraph (a) of subsection (1) of section thirty B of that Act relates.

(5) During the prescribed period the provisions of subsections (2) and (3) of section seventeen of the *Traffic Act 1925* have no application in relation to the conditions or restrictions specified in a licence issued to the purchaser under sub-paragraph (i) of paragraph (a) of subsection (2) of this section.

(6) No appeal under Part IIIA of the *Traffic Act 1925* lies in favour of a person other than the purchaser in respect of—

- (a) the issue by the Commission of the licences and exemptions referred to in paragraph (a) of subsection (2) of this section; or

- (b) the refusal of the Commission, pursuant to paragraph (b) of that subsection, to issue to a person such a licence as is referred to in that paragraph.

(7) The purchaser shall not, before the thirtieth day of June 1971, assign to any other person any of his rights and obligations under the agreement or under any licence issued to him under this section, and a purported assignment in contravention of this subsection is void; but nothing in this subsection precludes *Charles Dudley Ayers*, with the written consent of the Commission, from assigning his rights and obligations under the agreement to the approved nominee.

(8) If the purchaser—

- (a) contravenes the provisions of subsection (7) of this section;
- (b) fails to comply with any of the terms and conditions set forth in paragraph 2 of the agreement; or
- (c) uses a vehicle or allows a vehicle to be used on a public street for the conveyance of passengers or goods at any time while—
 - (i) the vehicle is unregistered;
 - (ii) the tax payable in respect of the vehicle under the *Motor Vehicles Tax Act 1917* is due and unpaid; or
 - (iii) any sum payable under section twenty A of the *Traffic Act 1925* in respect of the use of the vehicle is due and unpaid,

the Tribunal if it considers it expedient to do so may, on complaint made by the Commission, cancel the licences issued to the purchaser under this section, or any of those licences, and for the purposes of this subsection the provisions of section twenty-two of the *Traffic Act 1925* have effect as if the complaint were a complaint under subsection (1) of that section in respect of a failure to comply with a condition of a licence.

(9) The purchaser may, on and after the date of completion of the agreement, carry on and continue to carry on the road transport services as if the necessary licences (whenever issued) had been issued to him on or before that date.

(10) This section has effect, in relation to the several matters and things to which it relates, notwithstanding anything in the *Traffic Act 1925* or the *Transport Act 1938*.

5 Notwithstanding anything in the *Transport Act 1968*, the Commission may continue to carry on the road transport services until the date of completion of an agreement under section three for the sale of the undertaking whether that date is before or after the thirtieth day of November 1968; but this section does not authorize the Commission to continue to carry on those services after the thirty-first day of December 1968.

Power of Commission to continue to carry on the road transport services until completion of agreement.

THE SCHEDULE.

(Section 2.)

THIS AGREEMENT made the SEVENTH day of OCTOBER One thousand nine hundred and sixty-eight BETWEEN THE TRANSPORT COMMISSION a body corporate constituted under the Transport Act, 1938 (hereinafter called "the vendor") of the one part and CHARLES DUDLEY AYERS of 7 Lansdowne Crescent, West Hobart in Tasmania, Passenger Coach Operator (hereinafter called "the Purchaser" which expression shall include any nominee approved by the Vendor) of the other part WHEREAS by an advertisement dated the 6th day of July, 1968, the Vendor invited offers (inter alia) for the purchase of its road transport services known as "Green Coach Lines" as a going concern excluding the bus terminals and garage at 1 and 19 Collins Street, Hobart aforesaid and 114 Cameron Street, Launceston in Tasmania, but together with the goodwill of the business, vehicles, plant, equipment and spares and the land and buildings at Queenstown and Launceston more particularly described in the first schedule hereto (hereinafter called "the said services") (a copy of which said advertisement is appended hereto and marked with the letter "A") AND WHEREAS the Vendor has accepted the Purchaser's offer of One hundred and thirteen thousand dollars (\$113,000.00) to purchase the said services at the valuation mentioned in such schedule (a copy of which said offer is appended hereto and marked with the letter "B") upon the terms and conditions hereinafter set forth NOW THIS AGREEMENT WITNESSETH as follows:—

1. THE Vendor will sell and the Purchaser will purchase the said services at or for the price or sum of One hundred and thirteen thousand dollars (\$113,000.00) to be paid by a deposit of Five thousand six hundred and fifty dollars (\$5,650.00) on or before the execution hereof (which said deposit has already been paid by the Purchaser to the Vendor and the Vendor doth hereby acknowledge receipt) and the balance namely the sum of One hundred and seven thousand three hundred and fifty dollars (\$107,350.00) on completion.
2. THE Purchaser agrees with the Vendor as follows:—
 - (A) To employ such of the employees of the Vendor who were in its employment at July 10, 1968, and remain in its employment at the time of completion excepting Messrs. F. J. Mitchell, C. T. Sherston, H. C. Geappen, W. F. Kingston, M. C. Webster, K. J. Shanahan, L. E. Taylor and Mrs. N. Y. Gough.
 - (B) To continue to carry on all road services carried on by the Vendor at the date hereof during the triennial period ending on the 30th day of June, 1971.
 - (C) To continue, subject to the consent of the Minister for Education, the school services between Zeehan and Queenstown and Strahan and Queenstown.
 - (D) To continue, subject to the consent of the Postmaster-General, the undermentioned mail and portage services:—
 - (a) Hobart - Jericho - Hobart.
 - (b) Hagley - Launceston - Hagley.
 - (c) Burnie - Launceston.
 - (d) Burnie - Launceston - Burnie.

- (e) Burnie - Hobart (Sunday Bag).
 - (f) Deloraine - Mole Creek.
 - (g) Strahan - Queenstown.
 - (h) Zeehan - Queenstown - Burnie.
- (E) To maintain the bus terminal at Queenstown as such to the 30th day of June, 1971.
- (F) To replace all pre-1960 model coaches except the five Ansair clipper coaches, with new coaches as follows:—
- (a) Forthwith upon completion to replace one such coach with a 1968 model Leyland Denning tourist coach equipped with 41 reclining seats, heaters, air-conditioning, radio, large luggage bins, anti-glare windows and parcel racks.
 - (b) Within six months of completion to replace three more of such coaches with new Denning mono or other coaches of a similar specification to those mentioned in the last preceding sub-paragraph.
 - (c) Within twelve months of completion to replace the remaining such six such coaches with new coaches.
- (G) Within twelve months of completion to re-condition the bodywork and seats of at least four Ansair clipper coaches at present used in the said services and instal new engines therein.
- (H) To provide adequate toilet facilities and passenger waiting rooms at the Purchaser's Hobart and Launceston Bus Terminals.

3. THE Purchaser will register the said vehicles and pay registration fees and motor tax in respect thereof payable by virtue of the Traffic Act, 1925 and the Motor Vehicles Tax Act, 1917 and will also pay in respect of the services set forth in the second schedule hereto fees assessed under Section 20A of the Traffic Act. The fees paid by the Vendor in respect of the undermentioned services are as follows:—

(a) Hobart - Launceston	:	\$7,000 per annum
(b) Launceston - Devonport - Burnie - Wynyard	:	\$15,636 per annum

4. THE Vendor will continue to carry on the said services up to the date of completion when the Purchaser will accept delivery of the said vehicles and the then existing plant, equipment and spares and will take possession of the said land and buildings in such condition as the said vehicles, plant, equipment, spares, and land and buildings may be at that date Provided that the Vendor agrees to hold all existing insurance policies relating to such vehicles, plant, equipment, spares and buildings of the said business as are hereby agreed to be sold in trust for the Purchaser And at the option of the Purchaser and subject to the direction of the insurer agrees to apply the proceeds of any such insurance in repairing or making good any damage to the aforesaid property or to pay such proceeds to the Purchaser at the date of completion.

5. THE parties acknowledge that this agreement is conditional upon the Vendor being authorised by an Act of the Parliament:—

- (a) To issue, subject to the provisions of Section 44 of the Metropolitan Transport Act, 1954, to the Purchaser in respect of the services set forth in the second schedule hereto coach licences as specified in Part I thereof and exemptions to use such of the vehicles licensed as coaches as omnibuses as set forth in Part II thereof for the triennial period ending on the 30th day of June, 1971, provided that the Purchaser may, during the said period apply to the Commission to vary any conditions or restrictions in the said licences relating to fares and freights to be charged, timetables to be observed, picking up and putting down places to be used or the number of passengers to be carried in a vehicle and any such variation shall be subject to appeal under the provisions of Section 30A of the Traffic Act, 1925, to the same extent as a variation made under Section 17 of the Traffic Act, 1925.

- (b) To refuse to issue any additional coach licence or licences in competition with the Purchaser in respect of the said services before the 30th day of June, 1971.
- (c) The Purchaser will not sell or transfer the licences in respect of the said services prior to the 30th day of June, 1971.
- (d) If the Purchaser fails to fulfil or observe any of the terms or conditions contained in paragraph 2 and sub-paragraph (c) hereof then at the option and upon the complaint of the Vendor the Public Vehicles Licensing Appeal Tribunal constituted under Part IIIA of the Traffic Act, 1925, may if it considers it expedient cancel any licence issued to the Purchaser hereunder.

6. COMPLETION will take place not later than fourteen days from the date on which the legislation mentioned in paragraph 5 hereof receives Royal Assent authorising the issue of such licences to the Purchaser and the Vendor will issue coach licences and omnibus exemptions in respect of the services mentioned in the second schedule hereto to the Purchaser upon completion.

7. TIME shall be of the essence of this agreement.

8. EACH party shall bear its own legal expenses of and incidental to this agreement.

9. ALL income and outgoings of the said services shall be apportioned as between the Vendor and the Purchaser as at the date of completion.

10. SHOULD the Purchaser fail to complete purchase in accordance with the provisions of paragraph 6 hereof then the Vendor shall be entitled to forfeit all monies paid by the Purchaser to the Vendor as liquidated damages.

IN WITNESS whereof these presents have been duly executed the day and year first hereinbefore written.

THE COMMON SEAL of THE TRANSPORT)	COMMON
COMMISSION was hereunto affixed in the)	SEAL
presence of:)	OF
	TRANSPORT
	COMMISSION

(Sgd.) C. E. BAIRD.
Commissioner:

(Sgd.) H. M. BLACKWOOD.
Secretary:

SIGNED by the said CHARLES DUDLEY)	} (Sgd.) C. D. AYERS.
AYERS in the presence of:	

(Sgd.) R. HAND.
Solicitor
Hobart.

FIRST SCHEDULE

ASSETS:

(1) Vehicles comprising 32 coaches, 1 car, 2 utilities, 1 station wagon.	
(2) Plant, equipment and spares.	
The value of the abovementioned chattels including the goodwill of the business is agreed at	\$76,867.00
(3) Land and buildings at Queenstown and Launceston, the value of which is agreed at	36,133.00
	<u>\$113,000.00</u>

SECOND SCHEDULE

PART I—COACH LICENCES

Licences to authorise the use of 32 vehicles as coaches under the provisions of the Traffic Act in relation to the following routes:—

1. Kempton - Cadburys -Hobart.
2. Lachlan - New Norfolk - Cadburys - Hobart.
3. Hobart - Cadburys.
4. Hobart - Queenstown.
5. Burnie - Queenstown.
6. Queenstown - Strahan.
7. Queenstown - Zeehan.
8. Hobart - Launceston.
9. Launceston - Devonport - Burnie, and Wynyard via Bass Highway.
10. Launceston - Devonport - Burnie, and Wynyard via Railton.
11. Mole Creek - Launceston.
12. Zeehan - Rosebery.

PART II—EXEMPTIONS AS OMNIBUSES

Exemptions to use eight of the said vehicles licensed as coaches as omnibuses in Traffic Areas numbered 1, 3, 4 and 6.

(Sgd.) C. D. Ayers.
"A" (Sgd.) R. Hand.

This is the copy of the advertisement marked "A" referred to in the annexed agreement dated the Seventh day of October 1968.

THE EXAMINER, Saturday July 6, 1968.

THE TRANSPORT COMMISSION
ROAD TRANSPORT SERVICES

OFFERS ARE INVITED and will be received by the undersigned until 5 p.m. on August 16, 1968, for the purchase of the Commission's Road Transport Services known as the "Green Coach Lines" for the business undertaking as a whole as a going concern EXCLUDING the bus terminals and garage at 1 and 19 Collins St., Hobart, and 114 Cameron St., Launceston, AND COMPRISING the following services:

1. Kempton - Cadburys - Hobart.
2. Lachlan - New Norfolk - Cadburys - Hobart.
3. Hobart - Cadburys.
4. Hobart - Queenstown.
5. Burnie - Queenstown.
6. Queenstown - Strahan.
7. Queenstown - Zeehan.
8. Hobart - Launceston.
9. Launceston - Devonport - Burnie, and Wynyard via Bass Highway.
10. Launceston - Devonport - Burnie, and Wynyard via Railton.
11. Mole Creek - Launceston.
12. Zeehan - Rosebery.

TOGETHER WITH the goodwill of the business; vehicles comprising 32 coaches, 1 Fairlane car, 2 utilities and 1 station wagon; plant, equipment and spares; and land and buildings at Queenstown and Launceston.

OR ALTERNATIVELY

OFFERS will be received for ANY particular service or services together with the vehicles; plant, equipment and spares; and land and buildings assigned to that service or services.

FULL PARTICULARS may be obtained and inspection arranged from the undersigned.

CONDITIONS

- 1. No offer will be necessarily accepted.
- 2. A deposit of 5 p.c. of the offer must accompany each offer.
- 3. Acceptance of any offer will be subject to the offerer being granted a licence to operate the service or services.
- 4. Offerers must indicate—
 - (a) The names of the employees of the Road Transport Services whom they are prepared to employ (if any).
 - (b) What financial or other surety (if any) is offered to guarantee the continuity of the service or services for which offer is made and the period for which such guarantee is offered.

H. M. BLACKWOOD,
Secretary.

(Sgd.) C. D. Ayers.

“B”

(Sgd.) R. Hand.

This is the copy of the offer marked “B” referred to in the annexed agreement dated the Seventh day of October 1968.

FORM 1

THE TRANSPORT COMMISSION

ROAD TRANSPORT SERVICES

OFFER FOR THE UNDERTAKING AS GOING CONCERN

I, CHARLES DUDLEY AYERS of 7 Lansdowne Crescent, West Hobart in Tasmania, Passenger Service Operator or my nominee but to the intent that I shall be bound

HEREBY OFFER, in accordance with the terms and conditions contained in the advertisement dated the 6th July 1968 in the Mercury Newspaper, the sum of \$113,000.00 One hundred and thirteen thousand dollars for the purchase of the Commission's Road Transport Services known as the “Green Coach Lines” for the business undertaking as a whole as a going concern AND COMPRISING the services mentioned in the said advertisement INCLUSIVE of the goodwill of the business; vehicles comprising 32 coaches, 1 Ford Fairlane Car, 2 Utilities and 1 Station Wagon; plant, equipment and spares; and the land and building at Queenstown and Launceston, all of which assets I have inspected and this offer is made on the basis that these assets are at present being used by the Commission for the purposes of its services AND ENCLOSE herewith the sum of \$5,650.00 Five thousand six hundred and fifty dollars being 5% deposit on the amount of my offer.

SIGNED by the offeror

in the presence of:

)
)
)

C. D. AYERS

R. HAND.
24 Argyle Street
Hobart
Solicitor

NOTE: Offerors must complete parts “B”, “C” and “D”.

(Sgd.) C. D. Ayres.
(Sgd.) R. Hand.

"B"

I undertake to employ the following employees of the Road Transport Services.

All employees as per list of employees at July 10, 1968 supplied by Transport Commission Road Services Branch, except for Messrs. C. T. Sherston, F. J. Mitchell, H. C. Geappen, W. F. Kingston, M. E. Webster, K. J. Shanahan, L. E. Taylor and Mrs. N. Y. Gough.

I do not offer any financial or other surety to guarantee the continuity of the service or services for which I have offered to purchase and undertake to provide such service or services for the term of the licence granted to me.

Signature C. D. AYERS.

"C"

I undertake to carry on, subject to the consent of the Postmaster-General the undermentioned mail services.

Hobart - Jericho - Hobart.
Hagley - Launceston - Hagley.
Burnie - Launceston.
Burnie - Launceston - Burnie.
Burnie - Hobart (Sunday bag).
Deloraine - Mole Creek.
Strahan - Queenstown.
Zeehan - Queenstown - Burnie.

Signed C. D. AYERS.

"D"

I undertake to carry on, subject to the consent of the Minister for Education the undermentioned school services.

Zeehan - Queenstown.
Strahan - Queenstown.

Signed C. D. AYERS.

FISHERIES.

No. 56 of 1968.

AN ACT to amend the *Fisheries Act 1959*.

[5 December 1968.]

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 *Fisheries Act 1968*.

(2) The *Fisheries Act 1959*, as subsequently amended, is in this Act referred to as the Principal Act.