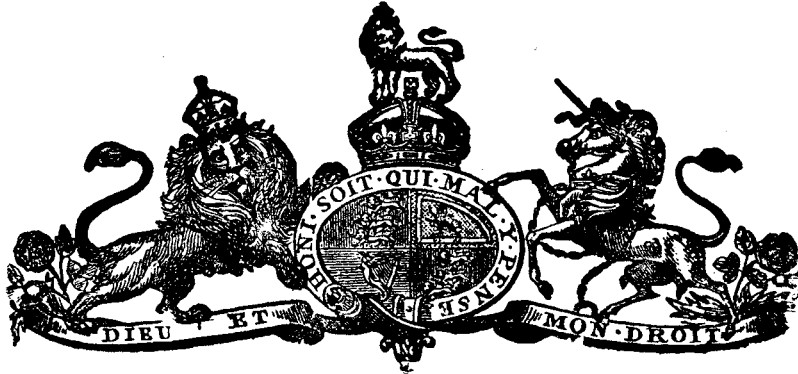


TASMANIA.



1917.

ANNO SEPTIMO

GEORGII V. REGIS.

No. 45.

ANALYSIS.

1. Short title.
2. Interpretation.
3. Power to Commissioner to grant a lease of 77a. 2r. 29p.
on terms of draft lease set out in Schedule (3).
Rental.
4. New jetty at Risdon.



AN ACT to enable the Commissioner of ^{A.D.} 1917.
Crown Lands to Lease certain Crown
Lands to the Amalgamated Zinc (*De
Bavay's*) Limited for more than Fourteen
years, and for other purposes.

[8 February, 1917.]

WHEREAS the Commissioner of Crown Lands under and by PREAMBLE.
virtue of Section One hundred and eight of "The Crown Lands Act, 2 Geo. V. No. 64,
1911," is empowered to grant leases of Crown land for the purposes
therein mentioned, for such period not exceeding Fourteen years as the
Governor sees fit:

And whereas the said Commissioner with the consent of the
Governor has under the said recited power granted to the Amalgamated

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Zinc (*De Bavay's*) Limited a lease for a period not exceeding Fourteen years of certain Crown land therein referred to, a copy of which lease (with the exception of certain plans) is set out in Schedule (2) to this Act:

And whereas since the execution of the before-recited lease it has been agreed between the parties thereto that the terms thereof shall be varied, and that instead of such lease a fresh lease shall be granted as provided by the following enactment in the terms of the draft lease set out in Schedule (3) to this Act:

And whereas it is expedient to enlarge the leasing powers of the said Commissioner in the manner appearing in 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:—

Short title.

1 This Act may be cited as “The *De Bavay's* Lease Enabling Act, 1917.”

Interpretation.

2 In this Act—

“The agreement” means the agreement, a copy of which is set out in Schedule (1) to 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 the Amalgamated Zinc (*De Bavay's*) Limited mentioned in the agreement and the recited lease, as defined, and includes the assigns of such Company:

“The lease” means the recited lease, a copy of which (with the exception of certain plans) is set out in Schedule (2) to this Act.

Power to
Commissioner
to grant a lease
of 77a. 2r. 29p.
on terms of draft
lease set out in
Schedule (3).

3—(1) In substitution for the recited lease, the Commissioner may grant to the Company a lease of the 77 acres 2 roods and 29 perches of Crown land mentioned in the draft lease set out in Schedule (3) to this Act, for the purposes and in the terms set forth or referred to in the said draft lease: Provided that such terms may by mutual agreement between the parties mentioned in the draft lease be varied as to matters of detail.

(2) The provisions of Section Twenty of “The Crown Lands Act, 1911,” shall apply in respect of any lease granted under the provisions of this section.

New jetty at
Risdon.

4 In the event of a new jetty and ferry terminus with convenient approaches thereto for the public being established to the satisfaction of the Governor at a different point on the same side of the River Derwent in substitution for the existing Risdon Jetty and Ferry Terminus, and near thereto, any right-of-way over the last-mentioned jetty and ferry terminus and the approaches thereto from Risdon Road shall, upon the publication of the proclamation establishing the new jetty and ferry terminus, be extinguished.

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SCHEDULES.

A.D. 1917.

(1)

MEMORANDUM OF AGREEMENT made this Seventh day of July One thousand nine hundred and sixteen between THE HONOURABLE JOHN BLYTH HAYES Minister of Lands and Works for Tasmania (hereinafter referred to as "The Minister" which expression shall refer to the Minister of Lands and Works for the time being of the State of Tasmania) of the one part and AMALGAMATED ZINC (DE BAVAY'S) LIMITED whose registered office is situate at Collins House 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 the Company intends to erect certain initial works at Risdon near Hobart Tasmania on a site to be leased from the Government of Tasmania for the treatment of zinc concentrates and at a later date should such plant demonstrate that the Company would be justified in operating on a larger scale to extend such works or transfer same to a site on the west shore of the River Derwent or D'Entrecasteaux Channel between Risdon and Snug Bay and there extend them or to erect other works either for such treatment or for other manufacturing purposes. AND WHEREAS the Minister has agreed with the Company to grant to the Company a lease of such site at Risdon and to supply electrical energy to the Company for the purposes aforesaid, and hereinafter stated upon the terms and conditions hereinafter appearing. NOW IT IS HEREBY COVENANTED AND AGREED by and between the parties hereto as follows:—

1. The Minister shall grant to the Company a lease of an area agreed upon by the Minister and the Company not exceeding Fifty acres forming part of One hundred and fifty acres or thereabouts of land belonging to the Crown situate near Risdon aforesaid as a site for its works at the rental and upon the terms and conditions contained in a draft lease prepared prior to the execution of these presents and initialled by the Minister and the Chairman of the Company for identification.

2. The Minister shall supply and the Company shall take for or in connection with the works which it is intended to erect as aforesaid at Risdon the electrical energy set forth and specified in Clause 5 hereof for a period of One year from the First day of August One thousand nine hundred and seventeen or from such earlier date as the Minister is ready to supply and the Company is ready to take such electrical energy and which said term of One year and any extension or extensions thereof is hereinafter referred to as the "first contract period." In the event of the Company not having fully demonstrated to its satisfaction within the said period of One year the probability of the successful working of the said plant on a larger scale the Company shall have the right and if it exercises such right then to have supplied to it and shall take the electrical energy set forth and specified in Clause 5 hereof for such further period or periods as the Company may from time to time decide but not exceeding Twelve months as it may require the same. If the Company decides to erect new works and/or extend its works it shall have continued to it and shall take the supply of electrical energy as set forth and specified in Clause 5 hereof until such new and/or extended works shall have been completed.

3. The Company shall forthwith take steps to place orders for the necessary plant and on receipt of such plant proceed with all reasonable despatch with the construction of its Zinc Works at Risdon aforesaid. In the event of the Works not being ready to take electrical energy on the First day of August One thousand nine hundred and seventeen owing to delay in the delivery of the plant due to the present war or arising from any other condition or conditions beyond its control and provided that the Company shall have done all that it could reasonably do to obviate delay then the date of the supply of electrical energy under this Agreement shall be extended for a further period not exceeding Twelve months to cover the period of such delay or delays and the said date of

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the First day of August One thousand nine hundred and seventeen shall be altered and extended accordingly. After the expiration of such period of Twelve months from the First day of August One thousand nine hundred and seventeen as aforesaid the Minister may in his discretion cancel this Agreement and forfeit as and for liquidated damages and not by way of penalty the sum of Fourteen thousand Pounds paid by the Company to him under Clause 14 hereof and all the interest thereon payable by the Minister to the Company.

4. The type of power to be supplied under this contract shall be Six thousand six hundred (6600) Eleven thousand (11,000) or Twenty-two thousand (22,000) volts or thereabouts as hereinafter mentioned three-phase current at a frequency of Fifty cycles per second and shall be available continuously for Twenty-four hours per day during every day of the contract period.

5. The amount of electrical energy the Minister shall be bound to supply and the Company to take in respect of the first contract period shall be Four thousand (4000) horse-power (hereinafter referred to as the "first block") which shall be supplied to and taken by the Company at its work at Risdon at a pressure approximating to Eleven thousand (11,000) volts.

6. At any time within Twelve months after the Company shall have commenced to take the first block or within the periods of extension as hereinafter in this clause provided the Company shall have the right which shall be exercised by notice in writing to the Minister to require the Minister to supply immediately on the expiration of Twenty-four months from the date of such notice a further Twenty-six thousand (26,000) horsepower (which said Twenty-six thousand horsepower is hereinafter referred to as the "second block" and is additional to the "first block") and subject as hereinafter provided the Minister shall supply and the Company shall take such "second block" for a period of Twenty (20) years with the right to the Company to an extension of the said period of Twenty years for a further period of Twenty (20) years making in all Forty (40) years. If the Minister is ready to supply and the Company is ready to take the second block prior to the expiration of the said period of Twenty-four months the Minister shall supply and the Company shall take the same when the Minister and the Company are ready as aforesaid. Upon receipt of the said notice the Minister shall proceed with all reasonable speed to extend and complete the Government power plant to such an extent as will give and supply to the Company the second block as hereinbefore mentioned. Upon giving such notice as aforesaid the Company shall with all reasonable despatch proceed with the construction and/or extension of its works as aforesaid to enable it to take the second block as hereinbefore provided. The said second block shall be supplied at a pressure of Eleven thousand (11,000) or Twenty-two thousand (22,000) volts or thereabouts at the option of the Minister which option shall be exercised by notice in writing to the Company within Two weeks after receipt by him of the notice from the Company hereinbefore mentioned. In order to enable the Company to fully demonstrate to its satisfaction the successful working of the said plant on the larger scale it is hereby expressly covenanted and agreed by and between the parties hereto that the said period of Twelve months within which the Company is to exercise such right as aforesaid shall be extended for Two further periods not exceeding Six months each at the option of the Company upon the Company paying to the Minister the sum of Three thousand five hundred Pounds in respect of each such period. The payments for such extensions shall be in addition to any other moneys payable by the Company to the Minister under this Agreement and shall be made within the said period of Twelve months and the first extension of Six months respectively.

7. If the Company does not exercise the right of taking such second block as aforesaid it shall nevertheless have the right which shall be exercised by notice in writing to the Minister within Twelve months or within such further period or periods as mentioned in Clause 2 hereof from the date the Company shall have commenced to take the first block to continue to take such first block at the price and upon the terms herein provided for a period of Twenty (20) years as provided in Clause 6 hereof with the right to extend such period for another Twenty (20) years as provided in such clause.

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8. If the Company does not exercise its right to take such second block it shall unless it shall have exercised its right under Clause 7 hereof pay to the Minister as and by way of compensation the sum of Two thousand (£2000) Pounds. A.D. 1917

9. If the Company shall suffer any delay in obtaining delivery of its plant owing to the present war or from any other cause whatsoever beyond its control and such delay shall prevent the Company from completing its extended works within the beforementioned period of Twenty-four months the Minister shall if he be satisfied that the Company has done all that it reasonably could to obviate such or any delay extend the date of commencement of supply of the second block beyond the said period of Twenty-four months to enable the Company to complete its extended works so as to utilise the said second block. If the extension to the Government power-plant as aforesaid be not completed within the beforementioned period of Twenty-four months the date of commencement of supply of the second block shall be extended until such date as the Minister is in a position and able to supply such "second block" in full. Provided however that in such event if the Company is in a position to use the same the Minister shall supply to the Company such electrical energy as shall from time to time be available up to the full Thirty thousand (30,000) horsepower (being the first and second blocks as aforesaid) at the price per horsepower mentioned in Clause 14 hereof for a block of Thirty thousand (30,000) horsepower.

10. If the Company exercises its right as provided in Clause 6 hereof then during the period occupied by it in extending or erecting its buildings and plant to enable it to take such second block as aforesaid the Company shall take and/or pay for the beforementioned first block. The Company if it gives notice of its intention to exercise such right as aforesaid and shall deem it desirable to remove the plant which it shall have erected at Risdon aforesaid shall not provided it be then taking the beforementioned second block be bound to take or pay for the said first block or any part thereof during any reasonable and necessary time not exceeding Six months occupied in dismantling the said works at Risdon and removing and re-erecting them elsewhere.

11. The Company shall subject to the provisions of Clause 12 deal exclusively with the Minister for all the electrical energy required by the Company at any time for any purpose in Tasmania in addition to the said Thirty thousand (30,000) horsepower including the power required for those industries which it is contemplated will be established by the Company particularly the manufacture of calcium carbide calcium cyanamide and caustic soda.

12. The Company shall have the right to call from time to time for such block or blocks of electrical energy in addition to the first and second blocks hereinbefore mentioned but not exceeding an additional Twenty thousand (20,000) horsepower (which said Twenty thousand (20,000) horsepower is hereinafter referred to as the "third block") the first second and third blocks making a total of Fifty thousand (50,000) horsepower. It is hereby agreed and declared that the Company shall not except with the consent in writing of the Minister first had and obtained use or utilise more than Forty thousand (40,000) horsepower for or in connection with its works for the treatment of zinc concentrates. Any electrical energy in excess of Forty thousand (40,000) horsepower taken by the Company shall unless the Minister otherwise agrees be used by the Company for other manufacturing purposes. The Minister does not bind himself to supply the third block or any part thereof but should the same or any part thereof be available from the Great Lake Scheme as at present designed with a hydraulic head of One thousand one hundred feet then the Company shall have the right to have supplied to it and the Minister shall supply such electrical energy as he may have available up to but not exceeding Twenty thousand (20,000) horsepower.

12A. Should the Company call for and require the said third block or any part thereof from time to time and should the Minister from time to time be unable to supply the same as in Clause 12 hereof provided within a reasonable period after such requirement then the obligation imposed on the Company as provided by Clause 11 hereof to deal exclusively with the Minister for elec-

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trical power shall as to any electrical energy in excess of Thirty thousand horsepower cease and determine and the Company shall have the right and be at liberty to make such other arrangements for power beyond the said first and second blocks as it may think best.

13. IT IS HEREBY AGREED AND DECLARED that subject to Clause 1 hereof the Minister shall supply and the Company shall take the first block in the first instance at Risdon aforesaid and the same shall be supplied taken and measured at the Risdon end of the Government's feeder at a point as near as practicable to the Company's switchboard (hereinafter referred to as the "point of supply for the first block in the first instance"). The Company may at its option take the second block either at Risdon or at a site to be hereafter selected on the west shore of the River Derwent or of D'Entrecasteaux Channel as aforesaid. If the Company takes the second block at Risdon it shall be supplied taken and measured at the low-tension side of the switchboard in the stepdown station the property of the Government of Tasmania situate at Risdon or if this be situate elsewhere then at the high tension side of the switchboard in the receiving station the property of the Company situate at Risdon but if the Company takes the second block at a site on the west shore of the River Derwent or of D'Entrecasteaux Channel as aforesaid the said second block shall be supplied taken and measured at the low-tension side of the switchboard in the stepdown station the property of the Government of Tasmania nearest to and which shall be as near as practicable to the Company's switchboard at its works on the site aforesaid (any of which points is hereafter referred to as the "point of supply of the second block"). Should the Company elect to take the second block it shall have the right to have the first block transferred from Risdon and supplied to it at the site on the west shore of the River Derwent or of D'Entrecasteaux Channel aforesaid in which case the first block shall likewise be supplied taken and measured at the low-tension side of the switchboard in the stepdown station last mentioned in the immediately preceding paragraph of this clause (hereinafter referred to as the "point of supply of the first block transferred"). If the Company takes the third block or any part thereof the said third block or such part thereof as may be taken shall be supplied taken and measured at the low-tension side of the switchboard in the stepdown station the property of the Government of Tasmania nearest to the Company's works at which the said third block or any part thereof is being utilised (hereinafter referred to as the "point of supply of the third block"). The power contracted to be taken or consumed by the Company shall be checked or measured in the following manner:—Three maximum demand indicators each suitable for indicating the average maximum amount of power consumed during each half-hour period throughout each quarter of each year of the contract period shall be installed in series at the point of supply. One shall be the property of be provided by and be maintained at the expense of the Minister one shall be the property of be provided by and be maintained at the expense of the Company and one shall be the joint property of and shall be provided at the joint expense and be maintained at the joint expense of both the Minister and the Company. The number of horsepower shall be represented by the mean of the readings of the three meters aforesaid.

If the reading of each meter is within Three per centum of the mean of the readings of the three meters, each meter will be considered correct for the purposes of the accounts. If however the reading of any meter shows a difference from the mean of the readings of the three meters of more than Three per centum then the mean of the readings of the three will be taken for the time being but the accuracy co-efficient of each of the meters will as soon as possible be redetermined by a test to be mutually arranged between the Manager of the Hydro-electric Department of the Government of Tasmania and the Company and each meter having a coefficient which shows an error of more than Three per centum will be readjusted.

The accounts in respect of the period during which the meters are found to be in error will be corrected and adjusted in accordance with the result of the test. If at any time two meters only be in service because of the third being

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under test or repair the mean of the readings of the Two remaining meters will be accepted by both parties provided that such mean is within Three per centum of the readings of both meters. If the mean of the readings is not within Three per centum the procedure aforesaid will be adopted with regard to the redetermination of the accuracy co-efficients and the readjustment of the meters and the adjustment of the accounts will be made as aforesaid. (Seven hundred and forty-six watts shall be taken as equivalent to One horsepower.)

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14. The price to be paid by the Company to the Minister for all electrical energy contracted to be taken and made available by the Minister to the Company or that consumed by the Company whichever be the greater shall be as follows:—For the first block of Four thousand (4000) horsepower at the rate of Three Pounds Ten Shillings per horsepower per annum payable as to the first block in advance for the first year on the execution hereof and thereafter quarterly in advance as hereinafter provided. Subject to Clause 9 hereof when the quantity is increased by the second block to Thirty thousand (30,000) horsepower or by the third block or any part thereof to an amount in excess of Thirty thousand (30,000) horsepower then during the period or periods referred to in Clause 6 at the rate of Two Pounds per horsepower per annum for the whole horsepower contracted to be taken and made available by the Minister to the Company or that consumed whichever be the greater and all payments in respect of both such periods shall be made quarterly in advance but subject nevertheless at the end of each quarter to any necessary adjustment in respect of previous payments on or before the First day of January the First day of April the First day of July and the First day of October in every year at the office of the Manager of the Hydro-electric Department at Hobart. Provided always that the amount payable by the Company to the Minister in respect of the first block if the whole of such block is made available shall be not less than Fourteen thousand Pounds per annum and that the amount payable by the Company to the Minister in respect of the first and second blocks together if the whole of such first and second blocks is made available shall be not less than Sixty thousand Pounds per annum. Provided further, and it is hereby agreed and declared that if at any time electrical energy shall be supplied to any other consumer taking an amount of power equal to or less than that taken by the Company at a lower price than that herein mentioned then the Minister shall from time to time reduce the price from time to time payable by the Company so that the price payable by the Company from time to time shall not be in excess of the price paid or payable by any such consumer as aforesaid. But this proviso shall not apply to the supply of electrical energy by the Minister to any Federal or State Governments or Departments. The Minister shall pay the Company interest at the rate of Five Pounds per centum per annum on the sum of Fourteen thousand Pounds paid by the Company on the execution hereof (being payment in advance in respect of the supply of the first Four thousand (4000) horsepower for one year as hereinbefore provided) from the date hereof until the commencement of the first contract period and such interest shall be payable half-yearly.

15. In the event of the power factor of the Company's load as measured by standard instruments to be erected at the respective points of supply being less than Ninety per centum the Company shall pay to the Minister an increased amount to be arrived at by dividing the contract amount by the power factor.

16. Except as provided by Clause 17 hereof the Company shall not assign this Agreement without the consent in writing of the Minister first had and obtained. The Minister shall not arbitrarily or unreasonably withhold his consent to any assignment.

17. Without in any way limiting or affecting the terms and conditions of Clause 16 hereof it is hereby agreed and declared that should the Company at any time decide to promote or form any company or companies for the better achievement of the objects in view namely (1) the production of electrolytic zinc and (2) the establishment of other electro-chemical or electro-metallurgical manufacturing industries it shall have the right to transfer or sell to such company or companies *bonâ fide* promoted and established by it whether before or after the date of this Agreement so much of the electrical energy purchased and obtained by it hereunder as may be required by and for the exclusive use of

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such company or companies provided that not more than Ten thousand (10,000) horse-power of the first and second blocks together nor more than Twenty thousand (20,000) horsepower of the first second and third blocks together shall be so transferred or sold for use in connection with the said electro-chemical or electro-metallurgical industries and provided also that any agreement for transfer or resale to any such promoted company or companies shall be upon the conditions that such lastmentioned company or companies shall not transfer or sell the electrical energy so purchased or obtained by it or them and provided further that the price of any electrical energy so transferred or sold to such promoted company or companies shall not be directly or indirectly in excess of that at which such electrical energy is from time to time purchased or obtained by the Company hereunder and that without the consent of the Minister electrical energy for (1) the production of electrolytic zinc and (2) the establishment of other electro-chemical or electro-metallurgical manufacturing industries shall not be transferred or sold as aforesaid to more than one company for each of such two purposes. Subject to the provisions contained in this clause the Company shall not transfer or sell any electrical energy purchased or obtained by it from the Minister.

18. The Minister shall notify the Company as soon as practicable beforehand when it is necessary to bring about a possible stoppage of power not on account of breakdown or other accident and he will so far as practicable notify the Company to anticipate a shutdown and the time when he anticipates the supply will be resumed. There shall not however be an arbitrary stoppage of power and such stoppage shall only take place when it is necessary for the protection of the Government works. In the event of a total stoppage or a reduction in the supply of power by the Minister due to any cause whatsoever the Minister shall not be liable in damages to the Company but the price for power to be paid by the Company under this Agreement shall in respect of any period exceeding One hour cease to be payable or be rebated as the case may be except where such stoppage or reduction is due to the negligence or default of the Company its agents workmen or servants in which case there shall be no cessation or abatement of payment.

19. Should the Company by reason of a lock-out (except a lock-out by the Company) or strike or from any other cause beyond its control be prevented from obtaining its raw materials or be unable fully or partly to operate its works and/or manufacture goods and take and/or use power all duties and obligations under this Agreement shall be suspended during the period or periods of such inability but during such period or periods an amount equivalent to One Pound per horsepower per annum on the horsepower under the terms of this Agreement which the Minister is able to supply in the case of a total stoppage and in the case of a partial stoppage on the difference between the horsepower actually used and the horsepower which the Minister is able to supply under the terms of this Agreement shall be paid by the Company during the period of stoppage as the case may be as a stand-by charge.

20. The Company shall be liable to pay interest on all moneys overdue to the Minister for more than One month at the rate of Seven Pounds (£7) per centum per annum. If default in payment is made for more than One month the Minister may discontinue the supply of electrical energy without vitiating this agreement until the overdue moneys and interest shall be paid but not longer. Provided always that if such default shall continue for a period exceeding Six months the Minister shall be entitled to cancel this Agreement without in any way affecting the remedy of the Minister in damages against the Company.

21. No primary plant shall be connected with the Tasmanian Government Hydro-electric Department's mains until the design and construction of the same have been approved by the Manager of the said Department and the Company shall maintain the same in first-class order and use only first-class material in connection therewith and the Minister his officers agents and servants shall have free ingress egress and regress to and from the Company's buildings and the surroundings of same at all reasonable times during the continuance of this Agreement to enable periodic inspection of the primary plant to be made by the

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officers agents and servants of the Minister. The beforementioned Manager shall not arbitrarily disapprove of the design and construction as aforesaid. A.D. 1917.

22. The Company shall operate its plant in such a manner as not to cause dislocation to the Department's electrical system.

23. Subject to the terms of Clause 3 in the event of the Company's works not being ready to take power as provided by Clause 3 hereof or if the Company shall commit any breach of Clause 20 hereof then and in such case and in addition to any other right or power possessed by the Minister it shall be lawful for the Minister at any time thereafter notwithstanding that he may not have taken advantage of some previous breach or default or event of a like nature to determine this Agreement but such determination shall not affect any right claim or demand which may have accrued either to the Minister or the Company or be enforceable by virtue of this Agreement.

24. Subject to the proviso hereinafter in this clause contained the Company shall be deemed to have full knowledge of all by-laws hereafter lawfully made by the Minister under "The Complex Ores Act 1909" or any statutory amendment thereof or substitution therefor now or hereafter enacted and the Company shall be bound by the provisions of such by-laws so far as the same are not inconsistent with any of the provisions of this Agreement. PROVIDED HOWEVER that the Minister shall on the issue from time to time of all or any such by-laws forward a copy thereof to the Secretary of the Company.

25. The word "Months" when used in this Agreement shall mean calendar months.

26. All moneys from time to time payable by the Company under this Agreement and the obligation on the part of the Company to perform and observe the provisions of this Agreement and any liability incurred by the Company by reason of the breach on the part of the Company of any of the provisions of this Agreement shall be deemed to be and to create a debt duty or damage to His Majesty the King and may be enforced or recovered in the mode prescribed by "The Crown Remedies Act 1891" or any statutory amendments thereof or substitution therefor for the time being in force. The terms and provisions of this Clause shall *mutatis mutandis* apply to any rights claims or remedies of or by the Company. All such moneys shall be payable free of exchange at the office of the Hydro-electric Department Hobart aforesaid.

27. Any notice required to be given to the Company by the Minister may be given by the Minister or by the Manager of the Hydro-electric Department and shall be in writing and shall be served on the Company either by delivering the same to the Secretary of the Company at Melbourne or sent by registered post addressed to the Company at its registered office in Victoria and any notice required to be given to the Minister by the Company under this Contract shall be in writing, and may be given by the Secretary of the Company for and on behalf of the Company and shall be given to the Minister either by personally delivering the same to the Manager aforesaid at the office of the Hydro-electric Department at Hobart or sending the same by registered post addressed to the Manager of the Hydro-electric Department of the Government of Tasmania Hobart.

28. The Company shall if and when it exercises its right to acquire the said second block in accordance with Clause 6 hereof satisfy the Minister by obtaining and delivering to the Minister the guarantee in writing of one or more of the associated banks of Australia (which guarantee if obtained and delivered the Minister shall accept) or such other guarantee or security as the Minister in his absolute discretion may approve of that such capital as shall be sufficient to enable the Company to erect complete and pay for all necessary works will be available as and when the same shall be required for such purposes and the Company shall at the same time obtain and deliver to the Minister the further guarantee in writing of one or more of the said associated banks (which guarantee if obtained and delivered the Minister shall accept) or such other guarantee or security as the Minister in his absolute discretion may approve of that it will pay all moneys for the supply of electrical energy as and when such moneys become due in accordance with Clause 14 hereof for the period of Two years from the time when the second block contracted to be taken is available. Provided, however, that the Company shall have the right instead of obtaining such

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lastmentioned guarantee to pay such moneys in cash to the Minister in advance in which case the Minister shall allow the Company interest at the rate which would then be charged by the Commonwealth Bank for an advance to the State of Tasmania upon the balance for the time being not absorbed by reason of deductions made for electrical energy supplied.

IN WITNESS whereof the Minister has hereunto set his hand and Seal and the Company has caused its Common Seal to be hereunto affixed the day and year first hereinbefore written.

Signed sealed and delivered by the Honourable

JOHN BLYTH HAYES in the presence of—

W. B. PROPSTING.

(Sgd.) J. B. HAYES. (L.S.)

The Common Seal of AMALGAMATED ZINC
(DE BAVAY'S) LIMITED was hereunto affixed
by order of the Directors in the presence of—

(L.S.)

W. L. BAILLIEU, }
JNO. L. WHARTON, } Directors.

EDWIN H. SHACKELL, Secretary.

(2)

THIS INDENTURE made this Seventh day of July One thousand nine hundred and sixteen 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 the AMALGAMATED ZINC (DE BAVAY'S) LIMITED whose registered office is situated at Collins House 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 the Company is desirous of erecting certain works on a site at or near Risdon in the State of Tasmania for the treatment of zinc concentrates and has made an Agreement with the Minister for Lands and Works for Tasmania bearing date the Seventh day of July One thousand nine hundred and sixteen with respect to the supply of electrical energy for such works a copy of which said Agreement is hereunto annexed and marked with the letter "A." AND WHEREAS the Commissioner pursuant to the powers and authorities vested in him in that behalf by "The Crown Lands Act 1911" and all other powers and authorities in that behalf him enabling hath agreed to grant a lease of a site at or near Risdon aforesaid to the Company for purposes in connection with the said works at the rents and upon the terms and conditions hereinafter appearing: NOW THIS INDENTURE WITNESSETH that the Commissioner hereby demises to the Company the lands described and shown in the plan hereto annexed and thereon coloured "red" being Fifty acres or thereabouts situate and being at or near Risdon aforesaid for the term of Five years. Subject however to sooner determination by the Company as hereinafter contained from the Seventh day of July One thousand nine hundred and sixteen the Company yielding and paying therefor the yearly rent hereinafter reserved. AND THIS INDENTURE FURTHER WITNESSETH that the Company at the expiration of the abovementioned period of Five years shall have the right of an extension of the term of the demise hereby granted for a further period not exceeding Nine years upon the terms and conditions as to rent and other matters hereinafter contained provided that the Company shall at least Three months before the expiration of the said period of Five years notify the Commissioner in writing of its intention to exercise the option of renewal hereinbefore contained. AND the Company to the intent that the obligations may continue throughout the term hereby granted and any renewal thereof hereby covenants with the Commissioner:—

1. That the rent to be paid by the Company for the first Three years of the said term of Five years shall be the sum of Five Pounds per annum and for the balance of the said term of Five years and for any further term of years as hereinbefore provided the Company shall pay by way of rental a yearly sum equal

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to Five Pounds per centum of the unimproved capital value of the lands hereby demised as assessed by the State District Valuer such value to be reassessed by the State District Valuer and such rental to be adjusted in accordance with such reassessment upon the expiration of Ten years from the Seventh day of July One thousand nine hundred and sixteen. PROVIDED ALWAYS that in the event of the Company being dissatisfied with such assessment or reassessment the same shall be settled by arbitration in the manner provided by "The Arbitration Act 1892" and the Statutory Orders and Rules made thereunder and the rent hereby reserved for the said term of Five years and any extension thereof shall be paid half-yearly by the Company the first of such yearly payments being made on the Seventh day of July One thousand nine hundred and sixteen and thence on the Seventh day of February and the Seventh day of July in every year. A.D. 1917.

2. That the Company shall pay all rates taxes impositions and outgoings now or thereafter payable in respect of the demised premises.

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. PROVIDED however the Company may assign this Lease without such consent to Electrolytic Zinc Company of Australasia Limited. AND provided further that the Minister shall not unreasonably or arbitrarily withhold any such consent.

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 the works or any buildings or erections upon the demised premises any noxious or dangerous fumes or smoke of what kind or nature whatsoever 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 works thereon any water or fluid matter whereby the River Derwent may be polluted so as to endanger the 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 shall properly fence the demised premises throughout the whole of the boundaries thereof as soon as may be after entering into possession thereof under these presents and shall keep and maintain such fence in a good and sufficient state of repair and condition during the term hereby granted or any extension thereof.

6. 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.

7. 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 was in when the Company entered into possession thereof under these presents 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 remove all dumps and refuse which it may from time to time have deposited on the demised premises and the Company shall not be required to do more than approximately regrade any land and fill up any excavations which it may have graded or made for the purposes of its works.

8. That if the Company shall fail to complete the construction of the works for which this demise is granted in accordance with the terms and provisions of the annexed Agreement or shall fail to take from the Minister of Lands and Works of the State of Tasmania and pay for Four thousand horsepower of electrical energy as also provided in such said Agreement annexed hereto as aforesaid continuously during the period of this demise and any extension hereof then and in every such case upon such failure as aforesaid the Commissioner may forthwith determine and put an end to this demise or any extension hereof and for that purpose may re-enter upon the demised premises or any part thereof

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in the name of the whole without prejudice to any claims which the Commissioner may have against the Company for rent or for damages arising from breach of any covenant contained herein and on the part of the Company to be paid or performed. The Commissioner covenants and agrees with the Company that the Company paying the rents and observing the covenants and stipulations on the part of the Company herein contained may peaceably hold and enjoy the said demised premises for and during the term hereby granted or any extension thereof without let or hindrance by the Commissioner or any person or persons claiming through under or in trust for him.

The Company may erect and maintain upon the demised premises such buildings and works as it may require for the proper purposes of its undertaking or business as hereinbefore mentioned also dwelling-houses for workmen employed in the said works by it and upon the expiration or sooner determination by the Company as hereinafter provided of the term hereby granted or any extension thereof may remove the same subject to any claim or claims which the Commissioner may have against the Company in respect of these presents. AND FURTHER that in the event of the Company deciding that the process for which the said works are to be erected is not a success or if the Company decides to erect works elsewhere as provided in the said annexed Agreement and does not for the purposes of the Agreement require the land 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 or any extension thereof upon paying to the Commissioner the rent hereby reserved up to the next succeeding half-yearly day for payment thereof as hereinbefore provided. PROVIDED ALWAYS and it is hereby expressly agreed as follows:—If the rent hereby reserved or any part thereof shall be unpaid for Twenty-one days after becoming payable (whether formally demanded or not) or if any covenant on the Company's part 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 other the person in whom for the time being the term hereby created or any extension thereof shall be vested shall become bankrupt 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 Company's covenants herein contained.

And the Commissioner provided the Company shall not be in default under any of the covenants and conditions of these presents hereby grants to the Company the right or option to be exercised by notice in writing addressed to the Commissioner at any time within a period of Two years from the date of these presents to take a lease of a further One hundred acres of land (in addition to the land in this Lease demised) immediately adjoining and partly surrounding the land in these presents demised and coloured yellow on the said plan annexed hereto for the term of Fourteen years from the date of the exercise of the said right or option upon the same terms and conditions as in this lease contained at a yearly rental equal to Five Pounds per centum of the unimproved capital value of the said land assessed and re-assessed as and in manner provided in Clause One hereof and payable half-yearly at the times in such clause provided.

In witness whereof the Minister 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—

J. B. HAYES. (L.S.)

W. B. PROPSTING.

The Common Seal of AMALGAMATED ZINC
(DE BAVAY'S) LIMITED was hereunto affixed
by order of the Directors in the presence of—

(L.S.)

W. L. BAILLIEU, }
JNO. L. WHARTON, } Directors.

EDWIN H. SHACKELL, Secretary

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A.D. 1917.

(3)

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 AMALGAMATED ZINC (DE BAVAY'S) LIMITED whose registered office is situate at Collins House 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 the company is desirous of erecting certain works on a site at or near Risdon in the State of Tasmania for the treatment of zinc concentrates and has made an agreement with the Minister of Lands and Works for Tasmania bearing date the Seventh day of July One thousand nine hundred and sixteen with respect to the supply of electrical energy for such works a copy of which said agreement is hereunto annexed and marked with the letter "A" And whereas by an indenture bearing date the Seventh day of July One thousand nine hundred and sixteen (hereinafter called "the said recited lease") and made between the Commissioner of the one part and the company of the other part the Commissioner granted a lease to the company of the lands and premises therein described for the term and upon the conditions and for the purposes therein expressed And whereas 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 hath agreed with the consent of the Governor to grant this lease of a site at or near Risdon aforesaid to the company for purposes in connection with the said works at the rents and upon the terms and conditions hereinafter appearing this lease to be in substitution for the said recited lease Now this indenture witnesseth that the Commissioner with the consent and approval of the Governor in Council as is testified by a certain memorandum or minute bearing date the

day of One thousand nine hundred and seventeen and endorsed on these presents hereby demises to the company the lands described and shown in the plan hereto annexed and therein coloured "red" being 77 acres 2 roods and 29 perches 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 sooner determination by the company as hereinafter contained this lease being in substitution for the said recited lease which said recited lease and every provision and stipulation therein contained shall and the same are hereby declared to be null and void in all respects Yielding and paying therefor the yearly rent hereinafter reserved And this indenture further witnesseth that the company at the expiration of the above-mentioned period of Twenty years shall have the right of an extension of the term of the demise hereby granted for a further period not exceeding Twenty years upon the terms and conditions as to rent and other matters hereinafter contained provided that the company shall at least Three months before the expiration of the said period 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:—

1. That the rent to be paid by the company for the first Three years of the said term of Twenty years shall be the sum of Five Pounds per annum and for the balance of the said term of Twenty years and for any further term of years as hereinbefore provided the company shall pay a yearly rental equal to Five Pounds per cent. of the "unimproved value" within the meaning of "The Land Valuation Act 1909" of the lands hereby demised as valued by the State District Valuer for the district wherein the demised premises are situate such rental to be adjusted in accordance with such re-assessment upon the expiration of every period of Ten years as calculated from the Seventh day of July One thousand nine hundred and sixteen Provided always that in the event of the company being dissatisfied with such assessment or re-assessment the same shall be settled by arbitration in the manner provided by "The Arbitration Act 1892" and any statutory modification thereof and the statutory orders and rules made thereunder and the rent hereby reserved for the said term and any extension thereof shall be paid half-yearly by the company the first of such half-yearly pay-

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A.D. 1917. ments being made on the Seventh day of July One thousand nine hundred and sixteen and thence on the Seventh day of February and the Seventh day of July in every year.

2. That the company shall 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 Provided however the company may assign this lease without such consent to Electrolytic Zinc Company of Australasia Proprietary Limited And provided further that the Commissioner shall not unreasonably or arbitrarily withhold any such consent.

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 the works or any 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 works thereon any water or fluid matter whereby the River Derwent may be polluted so as to endanger the 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 shall properly fence the demised premises throughout the whole of the boundaries thereof as soon as may be after entering into possession thereof under these presents and shall keep and maintain such fences in a good and sufficient state of repair and condition during the term hereby granted and any extension thereof.

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

7. That the company will quietly yield up the demised premises at the expiration or sooner determination of the term hereby granted and any extension thereof in the same state and condition as the same were in when the company entered into possession thereof under these presents 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 remove all dumps and refuse which it may from time to time have deposited on the demised premises and the company shall not be required to do more than approximately regrade any land and fill up any excavations which it may have graded or made for the purpose of its works.

8. That if the company shall fail to complete the construction of the works for which this demise is granted in accordance with the terms and provisions of the annexed agreement or shall fail to take from the Minister of Lands and Works for the State of Tasmania and pay for Four thousand horsepower of electrical energy as also provided in the said agreement annexed hereto as aforesaid continuously during the period of this demise and any extension thereof then and in every such case upon such failure as aforesaid 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 or performed The Commissioner covenants and agrees with the company that the Commissioner will reserve for and grant to the company a right-of-way over a strip of land at least One chain wide on the Crown land immediately adjoining the western boundary of the land hereby demised to connect up with a road known as the " Derwent Park Road " Provided that the position of the said strip of land is mutually fixed and agreed upon between the parties hereto within Twelve calendar months from the Seventeenth day of November last past that the said right-of-way is

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constructed and maintained at the expense of the company in a good and efficient manner to the satisfaction of the Commissioner (for the use and enjoyment of the company and the Minister and any person or persons thereunto authorised by the Minister during the continuance of this demise and any extension thereof) and that the company paying the rents and observing the covenants and stipulations on the part of the company herein contained may peaceably hold and enjoy the said demised premises and use and enjoy the said right-of-way for and during the term hereby granted and any extension thereof without let or hindrance by the Commissioner or any person or persons claiming through or in trust for him. A.D. 1917.

The company may erect and maintain upon the demised premises such buildings and works as it may require for the proper purposes of its undertaking or business as hereinbefore mentioned also dwelling-houses for workmen employed in the said works by it and upon the expiration or sooner determination by the company as hereinafter provided of the term hereby granted and any extension thereof may remove the same subject to any claim or claims which the Commissioner may have against the company in respect of these presents. And further that in the event of the company deciding that the process for which the said works are to be erected is not a success or if the company decides to erect works elsewhere as provided in the said annexed agreement and does not for the purpose of the agreement require the land 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 upon paying to the Commissioner the rent hereby reserved up to the next succeeding half-yearly day for payment thereof as hereinbefore provided. Provided always and it is hereby expressly agreed as follows:—If the rent hereby reserved or any part thereof shall be unpaid for Twenty-one days after becoming payable (whether formally demanded or not) or if any covenant on the company's part 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 other the person in whom for the time being the term hereby created and any extension thereof shall be vested shall become bankrupt 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 company's covenants herein contained.

In witness whereof the Minister 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 AMALGAMATED ZINC (DE
BAVAY'S) LIMITED was hereunto affixed by order
of the Directors in the presence of—

Amalgamated Zinc (De Bavay's) Leases Enabling.

A.D. 1917.
—

COUNTY OF BUCKINGHAM.

PARISH OF HOBART.

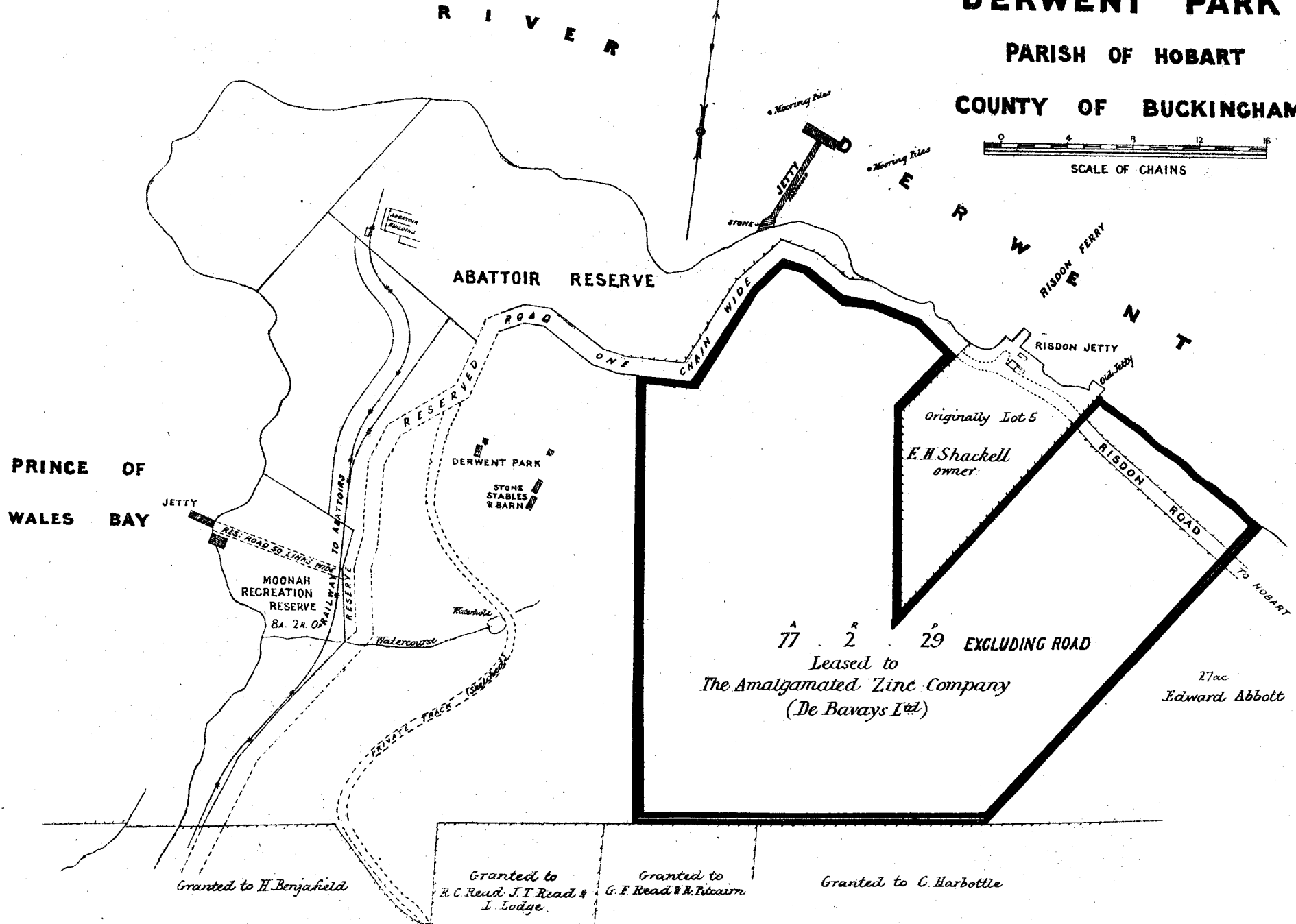
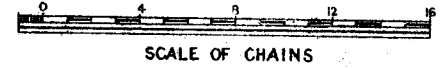
77a. 2r. 29p. or thereabouts.

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 afore said and thence by that river to the point of commencement.

DERWENT PARK

PARISH OF HOBART

COUNTY OF BUCKINGHAM



A 77 R 2 P 29 EXCLUDING ROAD

Leased to
The Amalgamated Zinc Company
(De Bavays Ltd)

27ac
Edward Abbott

Granted to H. Benyfield

Granted to
R.C. Read, J.T. Read &
I. Lodge.

Granted to
G.F. Read & R. Piddam

Granted to C. Harbottle



Fig. 1. 1:1

Fig. 2. 1:1

Fig. 3. 1:1

Fig. 4. 1:1