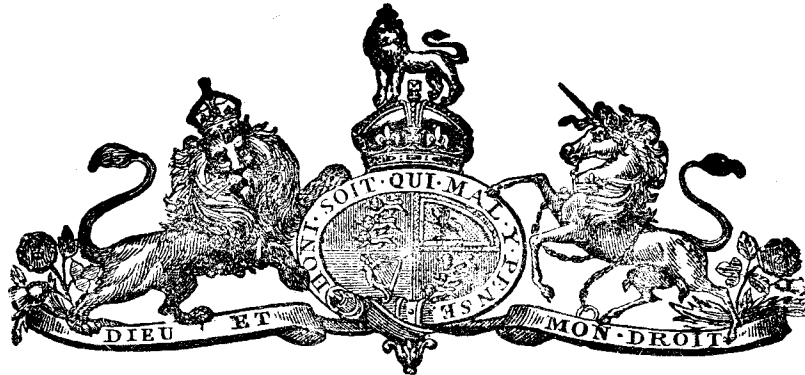


TASMANIA



1928.

ANNO NONO DECIMO

GEORGII V. REGIS.

No. 24.

ANALYSIS.

1. Short title and commencement.
2. Interpretation.
3. Minister may enter into agreement with the Company.
4. Repeal of 15 Geo. V. No. 72.

AN ACT to authorise the Minister for Mines to enter into a certain Agreement with L. & N (Tasmania) Limited.

A.D
1928

[22 December, 1928.]

BE it enacted by His Excellency the Governor of Tasmania, by and with the advice and consent of the Legislative Council and House of Assembly, in Parliament assembled, as follows:—

1 This Act may be cited as "The L. & N. (Tasmania) Limited (Shale and Coal) Act, 1928," and shall come into operation on a day to be fixed by proclamation. Short title and commencement.

8d.]

L. & N. (Tasmania) Limited (Shale and Coal).

A.D. 1928.

Interpretation

7 Geo. V. No. 62.

Minister may enter into agreement with the Company.

2 In this Act—

“The Company” means L. & N. (Tasmania) Limited :

“The Minister” means the responsible Minister of the Crown for the time being administering the Mining Act, 1917 :

“Shale” means the mineral or substance known as “Tasmanite” or “Dysodile” :

“The said Act” means the Mining Act, 1917.

3-- (1) It shall be lawful for the Minister, for and on behalf of the Government of Tasmania, to enter into, execute, and carry out an agreement with the Company for the purposes and in the terms mentioned in the draft agreement, a copy of which is set out in the schedule to this Act : Provided that such agreement shall be entered into not later than one month after the commencement of this Act.

(2) If such agreement shall be entered into and executed by the Minister—

- i. Every lease granted by the Minister to the Company thereunder shall be restricted in its application to mining for shale and coal, and the provisions of the said Act shall, in respect of every such lease, be read and construed subject to the provisions of this paragraph :
- ii. The form of every such lease as is referred to in Paragraph i. of this Subsection shall be such as is prescribed by the regulations made under the said Act for a coal lease, but varied so as to comply with the provisions of this Act and such agreement :
- iii. No lease, for shale or coal mining purposes, of any of the lands shown in the plan referred to in Clause Six of such agreement, and therein coloured red or green, shall be granted by the Minister to any person other than the Company, until the expiration of the period mentioned in the said clause, or until the determination of such agreement, whichever of such events shall first happen.

Repeal of 15 Geo. V. No. 72.

4 The Australian Shale Oil Corporation Act, 1925, is hereby repealed.

L & N. (Tasmania) Limited (Shale and Coal).

A.D. 1928.

SCHEDULE.

AGREEMENT made this _____ day of _____ one thousand nine hundred and twenty-eight between the Honourable CLAUDE ERNEST WEYMOUTH JAMES being and as the responsible Minister of the Crown in the State of Tasmania for the time being administering the Mining Act 1917 of such State (hereinafter called "the Minister" which expression shall mean the responsible Minister of the Crown in such State for the time being administering such Act in his capacity as such responsible Minister for and on behalf of such State) of the one part and L. & N. (TASMANIA) LIMITED a company duly incorporated in the State of Victoria and having a registered agent in Tasmania (hereinafter called "the Company" which expression shall include its successors and assigns) of the other part WHEREBY IT IS COVENANTED AND AGREED by and between the Minister and the Company as follows:—

1. In this agreement—

- (a) "The L. & N. Retort" means the retort and process known by that name for the treatment of shale and extraction of oil therefrom and all improvements of such retort and process from time to time acquired by the Company in connection therewith;
- (b) "Shale" means the mineral or substance known as "Tasmanite" or "Dysodile";
- (c) "The said Act" means the Mining Act 1917 and its amendments.

2. No assignment transfer or setting over by the Company of the rights privileges and benefits conferred upon the Company by this agreement shall be valid or effectual unless the consent in writing of the Minister has first been given thereto.

3. The Company will on or before the first day of January one thousand nine hundred and twenty-nine commence and thereafter diligently proceed with and on or before the thirtieth day of June one thousand nine hundred and twenty-nine complete the erection on a site to be approved by the Minister in the Mersey Valley in the State of Tasmania of a single unit L. & N. or some other suitable retort (in this agreement called Plant No. 1) capable in every successive twenty-four hours in a commercially efficient and satisfactory manner of treating not less than one hundred tons of shale or coal and of extracting the oil contents thereof. Forthwith after the Minister has been notified in writing by the Company that Plant No. 1 has been erected and completed the Minister shall cause the same to be inspected by the senior Government Geologist attached to the Mines Department of the State of Tasmania who shall certify in writing to the Minister after a three months' working trial thereof whether the retort complies with the requirements of this clause and the certificate of such Geologist shall be final and conclusive for the purposes of this agreement.

4. If the senior Government Geologist certifies that the retort referred to in the immediately preceding clause complies with the requirements of that clause the Company will within three months after the date of the certificate commence and complete with all reasonable expedition to the satisfaction of the Minister and in any case not later than the thirty-first day of December one thousand nine hundred and thirty-three additional units of the L. & N. or some other suitable retort to comprise and be known as Plant No. 2 and to be capable of treating together with Plant No 1 in every twenty-four hours in a commercially efficient and satisfactory manner not less than one thousand tons of shale and of extracting the oil contents therefrom. Such additional units may be erected on any of the lands shown in the plan annexed hereto and therein coloured red. Upon the completion of the erection of Plant No. 2 the like notice shall be given by the Company to the Minister and the like inspection shall be made thereof and the like certificate shall be given with respect thereto as provided in the immediately preceding clause with respect to Plant No. 1 and such certificate shall be similarly final and conclusive.

L. & N. (Tasmania) Limited (Shale and Coal).

A.D. 1928.

5. The Company will if requested in writing by the Minister so to do at any time at its own expense cause an appreciable quantity of shale or coal (not less than ten tons) obtained by the Minister and delivered at his expense at Plant No. 1 or Plant No. 2 at the option of the Minister to be treated and retorted forthwith after such delivery at Plant No. 1 or Plant No. 2 as the case may be such retorting to be carried out as nearly as may be under ordinary working conditions and under the supervision and to the satisfaction of the servants or agents of the Minister.

6. The Minister will upon the completion of Plant No. 2 in accordance with the provisions of Clause 4 and upon the application of the Company to be made within six months of such completion grant to the Company under and pursuant to the said Act a lease or leases for shale or coal mining purposes of the lands shown in the plan drawn hereon and therein coloured red and green respectively. The boundaries of the lands to be leased by the Minister to the Company under this clause shall if so required by the Minister be marked out by and surveyed at the expense of the Company.

7. An application or applications under Clause 6 hereof for a lease or leases of all or any of the lands before mentioned may be made by the Company at any time or from time to time during the period mentioned in the said clause and the Company shall be entitled at any time to apply to the Minister for and obtain a consolidated lease under the said Act of all or any of the lands comprised in any of the leases previously granted to it or in respect of which it is entitled to receive a lease or leases thereunder. Any such consolidated lease shall be granted by the Minister without obtaining a report on the matter from an inspector of mines as required by Section Ninety-nine of the said Act.

8. For a period of three years from the time fixed for the completion of Plant No. 2 the Company shall in respect of any lease granted to it under this agreement be exempt from the expenditure of any such sum as is referred to in Paragraph IV. of Subsection (1) of Section Ninety-four of the said Act.

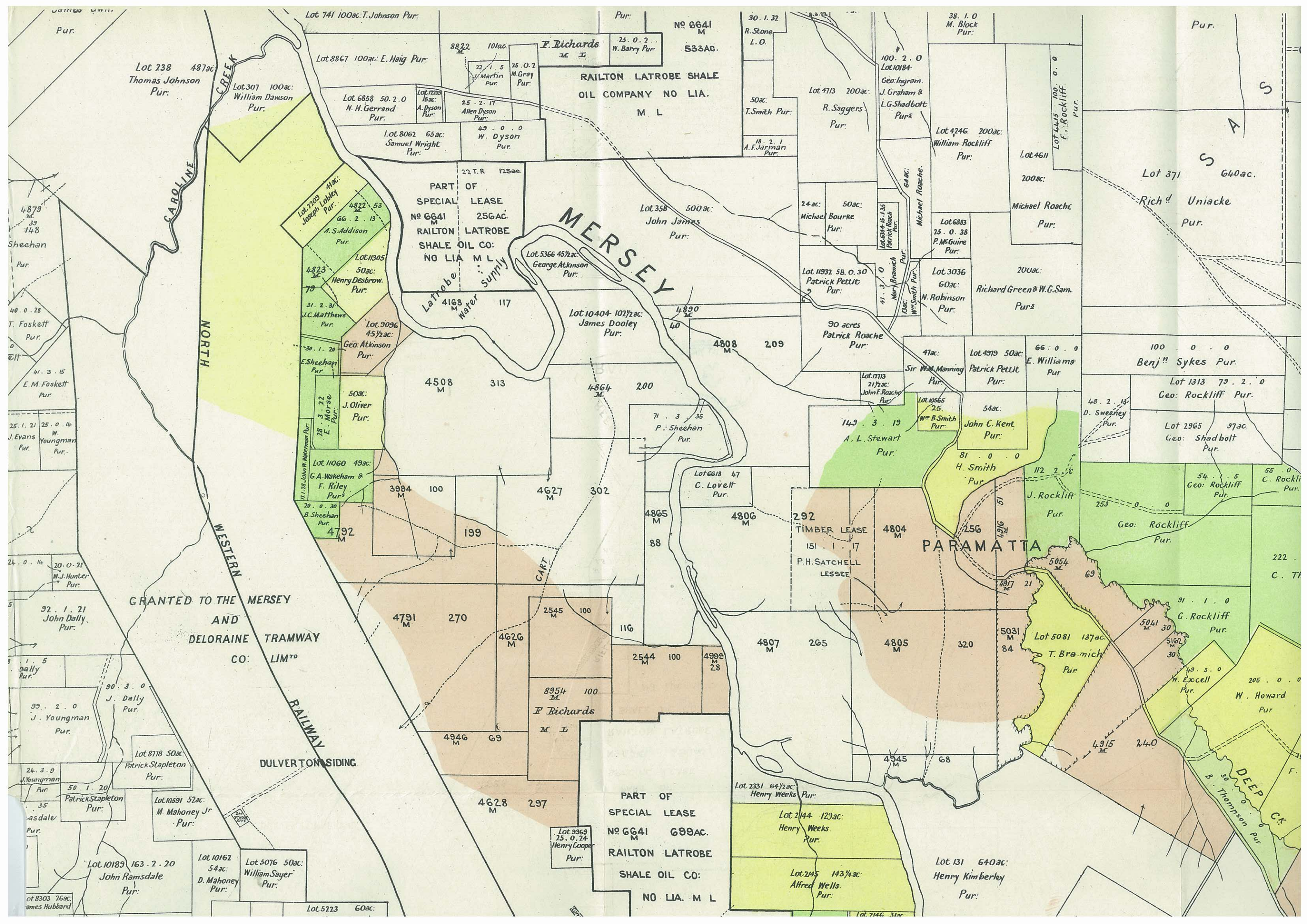
9. If there shall be any delay by the Company in the completion of any of the works mentioned in Clause 3 or Clause 4 hereof and such delay is proved to the satisfaction of the Minister to have been caused by the act of God or by damage arising to such works from fire or by any strike or lock-out (except a lock-out by the Company) the Minister shall upon the written application of the Company allow a reasonable extension of the time for completion of such work but the Company shall in any such event as aforesaid do all that is reasonably in its power to prevent or minimise such delay.

10. The Company shall be at liberty for the purpose of obtaining shale or coal for treatment in Plant No. 1 to mine and take from any portion or portions of the land shown in the said plan and therein coloured red such shale or coal as it shall require for the treatment aforesaid without making any payment therefor. Provided however that such liberty shall be enjoyed only until the expiration of the period of six months mentioned in Clause 6 hereof or until some lease has been granted under this agreement whichever event shall first happen.

11. If the Company shall fail or neglect to perform or observe any of the terms or conditions of this agreement on its part to be performed or observed within or at the time fixed for such performance or observance the Minister may determine this agreement by notice in writing to the Company.

12. When any notice is to be given under this agreement such notice shall be delivered as follows:—In the case of any notice to be given to the Minister by leaving the same at the office of the Secretary for Mines at Hobart in Tasmania. In the case of any notice to be given to the Company by leaving the same at the office of the registered agent of the Company in Tasmania.

In witness whereof the Minister has hereunto set his hand and seal and the common seal of the Company has been hereunto affixed the day and year firstly hereinbefore written.



Lot 141 100ac: T. Johnson Pur:

No 6641 M
533AC.

RAILTON LATROBE SHALE OIL COMPANY NO LIA. M L

PART OF SPECIAL LEASE NO 6641 M L
RAILTON LATROBE SHALE OIL CO: NO LIA M L

MERSEY

PARAMATTA

GRANTED TO THE MERSEY AND DELORAINE TRAMWAY CO: LIM^{TD}

DULVERTON SIDING

PART OF SPECIAL LEASE NO 6641 M L
RAILTON LATROBE SHALE OIL CO: NO LIA. M L

Lot 131 640ac: Henry Kimberley Pur:

Lot 238 487ac: Thomas Johnson Pur:

Lot 307 100ac: William Dawson Pur:

Lot 8867 100ac: E. Haig Pur:

Lot 6858 50.2.0 N. H. Gerrard Pur:

Lot 8062 65ac: Samuel Wright Pur:

Lot 1223 15ac: A. Dyson Pur:

Lot 8062 65ac: W. Dyson Pur:

Lot 358 500ac: John James Pur:

Lot 4713 200ac: R. Saggars Pur:

Lot 4246 200ac: William Rockliff Pur:

Lot 4611 200ac: Michael Roache Pur:

Lot 371 640ac: Rich^d Uniacke Pur:

Lot 6883 25.0.38 P. McGuire Pur:

Lot 3036 60ac: N. Robinson Pur:

Richard Green & W.G. Sam. Pur:

Lot 10404 102 1/2 ac: James Dooley Pur:

Lot 11932 58.0.30 Patrick Pettit Pur:

90 acres Patrick Roache Pur:

Lot 3036 60ac: N. Robinson Pur:

100 0 0 Benjⁿ Sykes Pur:

Lot 1313 79.2.0 Geo: Rockliff Pur:

Lot 2965 97ac: Geo: Shadbolt Pur:

48.2.13 D. Sweeney Pur:

54.1.5 Geo: Rockliff Pur:

55.0 C. Rockliff Pur:

Geo: Rockliff Pur:

91.1.0 G. Rockliff Pur:

Lot 5081 137ac: T. Bra-mich Pur:

49.3.0 W. Excell Pur:

205.0.0 W. Howard Pur:

Lot 2331 64 1/2 ac: Henry Weeks Pur:

Lot 2144 129ac: Henry Weeks Pur:

Lot 2145 143 1/4 ac: Alfred Wells Pur:

GRANTED TO THE MERSEY AND DELORAINE TRAMWAY CO: LIM^{TD}

DULVERTON SIDING

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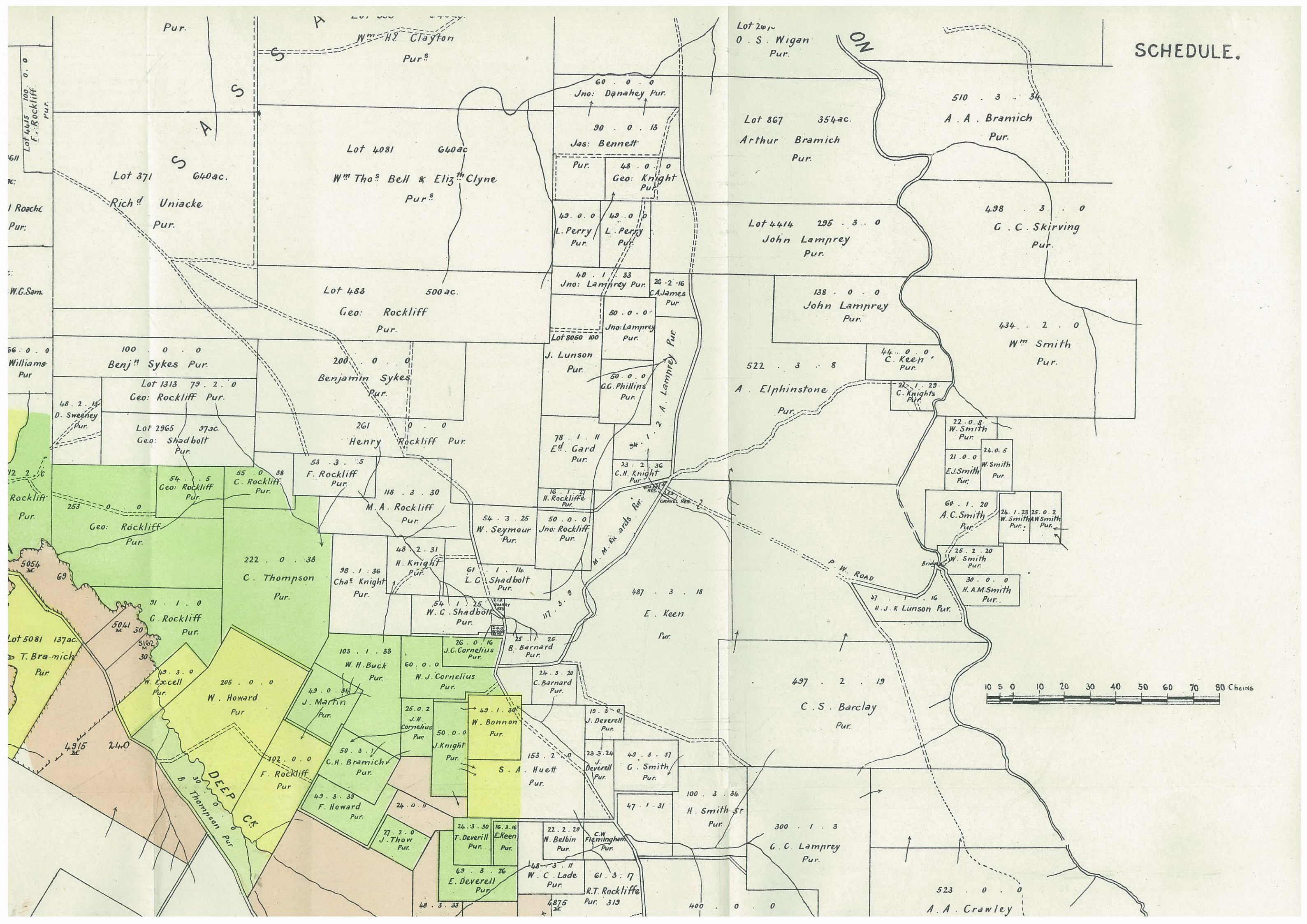
GRANTED TO THE MERSEY AND DELORAINE TRAMWAY CO: LIM^{TD}

DULVERTON SIDING

PART OF SPECIAL LEASE NO 6641 M L
RAILTON LATROBE SHALE OIL CO: NO LIA. M L

Lot 131 640ac: Henry Kimberley Pur:

SCHEDULE.



Lot 4415 100.0.0
F. Rockliff Pur.

Lot 371 640ac.
Rich^d Uniacke Pur.

Lot 481 640ac.
W^m Tho^s Bell & Eliz^m Clyne Pur.

Lot 483 500ac.
Geo. Rockliff Pur.

Lot 1313 79.2.0
Geo. Rockliff Pur.

Lot 2965 97ac.
Geo. Shadbolt Pur.

Lot 5081 137ac.
T. Bramich Pur.

W^m H^y Clayton Pur.

Lot 4081 640ac.
W^m Tho^s Bell & Eliz^m Clyne Pur.

Lot 483 500ac.
Geo. Rockliff Pur.

Benj^m Sykes Pur.

Henry Rockliff Pur.

F. Rockliff Pur.

M. A. Rockliff Pur.

W. Seymour Pur.

H. Knight Pur.

L. G. Shadbolt Pur.

W. G. Shadbolt Pur.

J. C. Cornelius Pur.

B. Barnard Pur.

C. Barnard Pur.

W. J. Cornelius Pur.

W. H. Buck Pur.

J. Martin Pur.

J. Knight Pur.

W. Bonnon Pur.

S. A. Huett Pur.

J. Deverell Pur.

J. Deverell Pur.

G. Smith Pur.

H. Smith Pur.

H. Smith Pur.

G. C. Lamprey Pur.

G. C. Lamprey Pur.

A. A. Crawley Pur.

Lot 201
O. S. Wigan Pur.

Lot 867 354ac.
Arthur Bramich Pur.

Lot 4414 295.3.0
John Lamprey Pur.

John Lamprey Pur.

John Lamprey Pur.

A. Elphinstone Pur.

W^m Smith Pur.

A. C. Smith Pur.

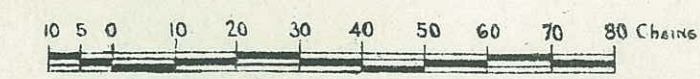
W. Smith Pur.

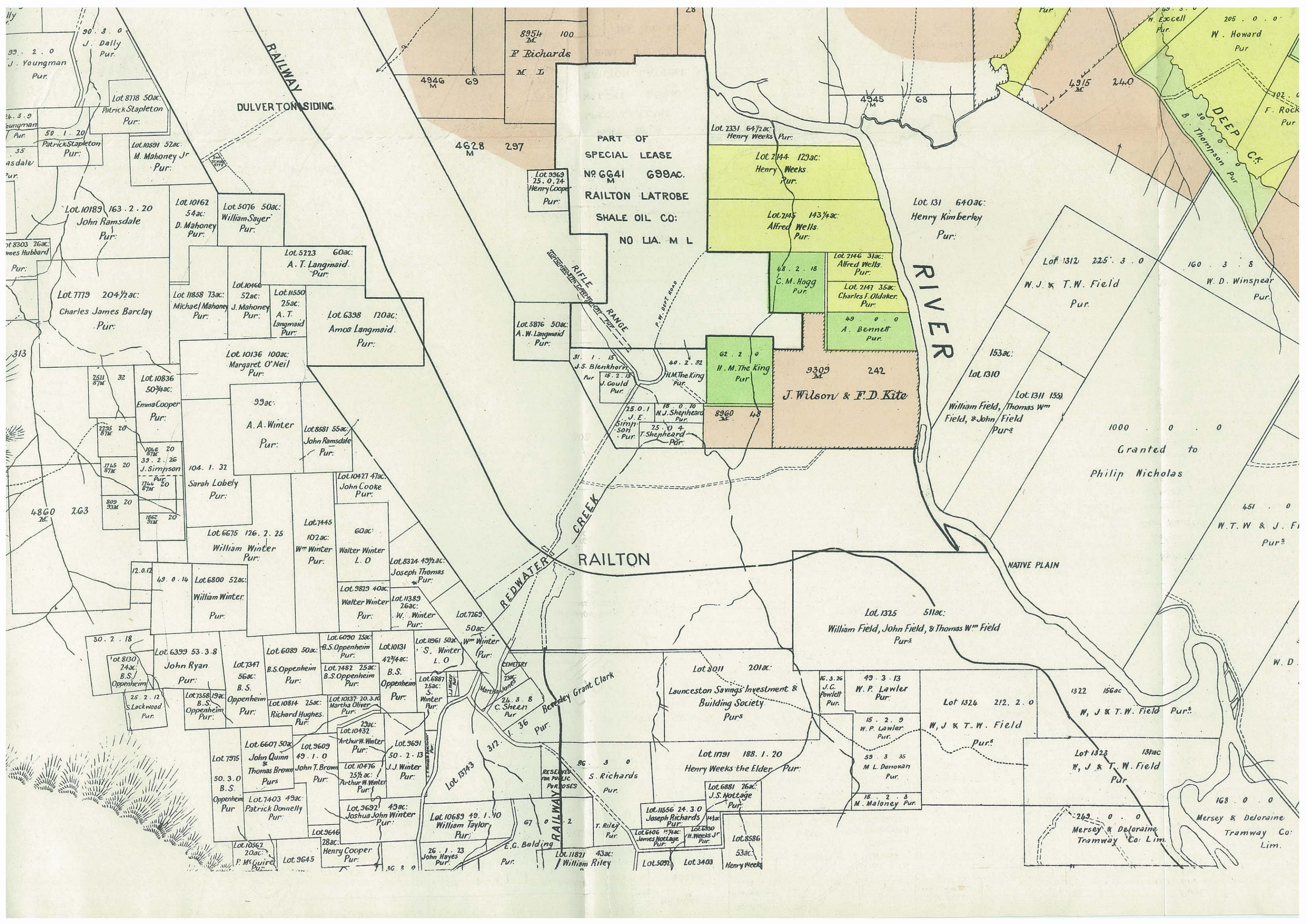
W. Smith Pur.

H. A. M. Smith Pur.

H. J. R. Lunson Pur.

C. S. Barclay Pur.





RAILWAY
DULVERTON SIDING

PART OF
SPECIAL LEASE
No. 6641 699AC.
RAILTON LATROBE
SHALE OIL CO:
NO LIA. M L

RIVER

RAILTON

REDWATER CREEK

DEEP CREEK

NATIVE PLAIN

Granted to
Philip Nicholas

Lot 9969
25.0.24
Henry Cooper
Pur:

Lot 2144 129ac:
Henry Weeks
Pur:

Lot 2145 143 1/4 ac:
Alfred Wells
Pur:

Lot 2146 31ac:
Alfred Wells
Pur:

Lot 2147 35ac:
Charles F. Oldaker
Pur:

49.0.0
A. Bennett
Pur:

62.2.0
H. M. The King
Pur:

9309 242
J. Wilson & F. D. Kite

31.1.15
J.S. Blenkhorn
Pur:

15.2.15
J. Gould
Pur:

40.2.52
H.M. The King
Pur:

25.0.1
J.E.

18.0.10
N.J. Shephard
Pur:

25.0.4
T. Shephard
Pur:

39.2.0
J. Youngman
Pur:

30.3.0
J. Dally
Pur:

895 100
F. Richards

4946 69
M I

4628 297
M

4545 68
M

4915 240
M

205.0.0
W. Howard
Pur:

102.0
F. Rock
Pur:

Lot 131 640ac:
Henry Kimberley
Pur:

Lot 1312 225.3.0
W. J. & T. W. Field
Pur:

160.3.8
W. D. Winspear
Pur:

Lot 10189 163.2.20
John Ramsdale
Pur:

Lot 10162 54ac:
D. Mahoney
Pur:

Lot 5076 50ac:
William Sayer
Pur:

Lot 5223 60ac:
A. T. Langmaid
Pur:

Lot 7179 204 1/2 ac:
Charles James Barclay
Pur:

Lot 11858 73ac:
Michael Mahoney
Pur:

Lot 10466 52ac:
J. Mahoney
Pur:

Lot 11550 25ac:
A. T. Langmaid
Pur:

Lot 6398 120ac:
Amos Langmaid
Pur:

Lot 5876 50ac:
A. W. Langmaid
Pur:

Lot 10136 100ac:
Margaret O'Neil
Pur:

99ac:
A. A. Winter
Pur:

Lot 8581 55ac:
John Ramsdale
Pur:

Lot 10836 50 3/4 ac:
Emma Cooper
Pur:

1715 20
J. Simpson
Pur:

104.1.32
Sarah Lobely
Pur:

Lot 10427 47ac:
John Cooke
Pur:

4860 263
M

Lot 6675 126.2.25
William Winter
Pur:

Lot 7445 102ac:
Wm Winter
Pur:

Lot 8324 49 1/2 ac:
Joseph Thomas
Pur:

Lot 9829 40ac:
Walter Winter
Pur:

Lot 7169 50ac:
Wm Winter
Pur:

Lot 6800 52ac:
William Winter
Pur:

Lot 6090 25ac:
B.S. Oppenheim
Pur:

Lot 10131 42 3/4 ac:
B.S. Oppenheim
Pur:

Lot 7482 25ac:
B.S. Oppenheim
Pur:

Lot 10137 20.3.10
Martha Oliver
Pur:

Lot 6887 25ac:
S. Winter
Pur:

Lot 6399 53.3.8
John Ryan
Pur:

Lot 7347 56ac:
B.S. Oppenheim
Pur:

Lot 10814 25ac:
Richard Hughes
Pur:

Lot 7358 19ac:
B.S. Oppenheim
Pur:

Lot 10137 20.3.10
Martha Oliver
Pur:

Lot 10432 29ac:
Arthur W. Winter
Pur:

Lot 9691 50.2.13
J.J. Winter
Pur:

Lot 7975 50.3.0
B.S. Oppenheim
Pur:

Lot 9609 49.1.0
John T. Brown
Pur:

Lot 10476 25 1/2 ac:
Arthur W. Winter
Pur:

Lot 7403 49ac:
Patrick Donnelly
Pur:

Lot 9692 49ac:
Joshua John Winter
Pur:

Lot 10683 49.1.10
William Taylor
Pur:

Lot 10562 20ac:
P. McGuire
Pur:

Lot 9646 28ac:
Henry Cooper
Pur:

26.1.23
John Hayes
Pur:

Lot 10683 49.1.10
William Taylor
Pur:

Lot 11821 43ac:
William Riley
Pur:

Lot 11556 24.3.0
Joseph Richards
Pur:

Lot 6406 15 1/4 ac:
James Mottage
Pur:

Lot 6881 26ac:
J.S. Mottage
Pur:

Lot 6330 14 1/2 ac:
H. Weeks Jr
Pur:

Lot 8586 53ac:
Henry Weeks

Lot 8011 201ac:
Launceston Savings Investment & Building Society
Purs

Lot 11791 188.1.20
Henry Weeks the Elder
Pur:

46.3.26
J.C. Powlett
Pur:

49.3.13
W. P. Lawler
Pur:

15.2.9
W.P. Lawler
Pur:

59.3.35
M.L. Donovan
Pur:

Lot 1323 131ac:
W. J & T. W. Field
Pur:

Lot 1324 212.2.0
W. J & T. W. Field
Pur:

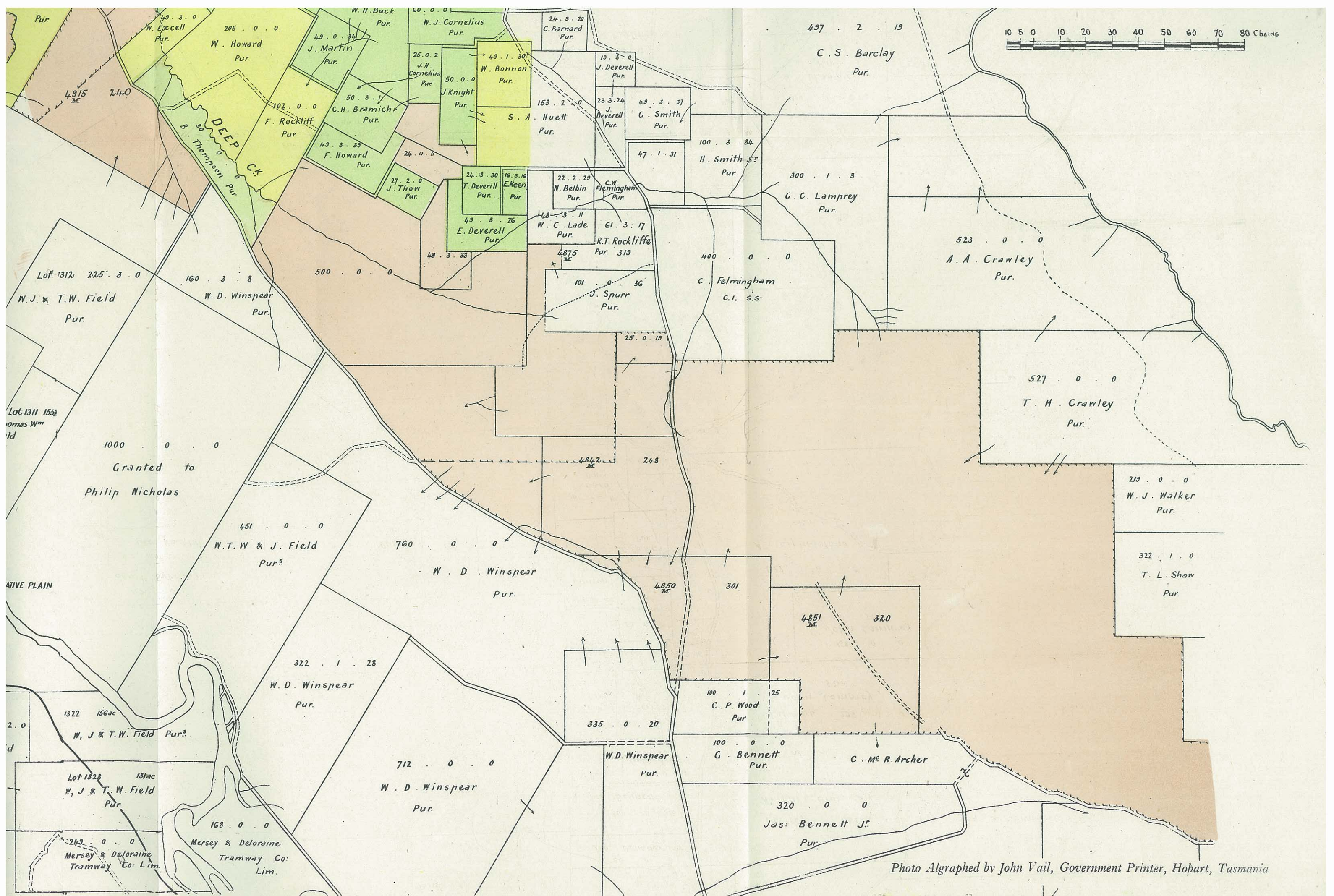
1322 156ac
W. J & T. W. Field
Pur:

168.0.0
Mersey & Deloraine
Tramway Co. Lim.

168.0.0
Mersey & Deloraine
Tramway Co. Lim.

451.0
W.T.W & J. F.
Pur:

W. D.



10 5 0 10 20 30 40 50 60 70 80 Chams

497 . 2 . 19

C. S. Barclay
Pur.

DEEP CK

W. Howard
Pur.

205 . 0 . 0

J. Martin
Pur.

W. J. Cornelius
Pur.

W. Bonnon
Pur.

S. A. Huett
Pur.

49 . 3 . 37
G. Smith
Pur.

100 . 3 . 34
H. Smith Sr
Pur.

300 . 1 . 3
G. C. Lamprey
Pur.

523 . 0 . 0
A. A. Crawley
Pur.

527 . 0 . 0
T. H. Crawley
Pur.

219 . 0 . 0
W. J. Walker
Pur.

322 . 1 . 0
T. L. Shaw
Pur.

Lot 1312 225 . 3 . 0
W. J. & T. W. Field
Pur.

160 3 8
W. D. Winspear
Pur.

500 . 0 . 0

48 . 3 . 33

48 . 3 . 33
E. Deverell
Pur.

48 . 3 . 33
W. C. Lade
Pur.

48 . 3 . 33
J. Spurr
Pur.

400 . 0 . 0
C. Felmingham
C.I. S.S.

1000 0 0
Granted to
Philip Nicholas

451 . 0 . 0
W. T. W & J. Field
Pur.

760 . 0 . 0
W. D. Winspear
Pur.

322 . 1 . 28
W. D. Winspear
Pur.

1322 156ac
W. J & T. W. Field
Pur.

Lot 1323 131ac
W. J & T. W. Field
Pur.

712 . 0 . 0
W. D. Winspear
Pur.

335 . 0 . 20
W. D. Winspear
Pur.

100 . 1 . 25
C. P. Wood
Pur.

100 . 0 . 0
G. Bennett
Pur.

C. Mc R. Archer

320 . 0 . 0
Jas. Bennett Jr
Pur.

249 . 0 . 0
Mersey & Deloraine
Tramway Co. Lim.

168 . 0 . 0
Mersey & Deloraine
Tramway Co. Lim.