

South Australia



Crown Lease.

(MINING.—MISCELLANEOUS LEASE (Salt and Gypsum), No. 19.)

Register Book,

Vol

475

Folio

20

Registrar-General.

CANCELLED

This Indenture made the 19th day of February in the year of our Lord One Thousand

Nine Hundred and Three BETWEEN His Most Gracious Majesty EDWARD THE SEVENTH by the grace of God of the United Kingdom of Great Britain and Ireland King Defender of the Faith Emperor of India of the first part and His Excellency the ^{Lieutenant} GOVERNOR in and over the State of South Australia and its Dependencies in the Commonwealth of Australia of the second part and

The Colonial Salt Refining Company Limited

for itself its successors ^{Lieutenant} Heirs Executors Administrators and Assigns herein designated by the term "Lessee" of the third part WITNESSETH that the said Governor in exercise of the powers and authorities given by "The Mining Act 1893" and "The Mining Act Amendment Act 1900" and in pursuance of the regulations made under the said Acts and of all other powers in that behalf enabling him DOETH demise and lease unto the said Lessee ALL that piece or parcel of land containing by admeasurement

thirty-three (33)

acres or thereabouts and situate and being Section No 555 in the Hundred of Melville

in the State aforesaid as the same is delineated in the public maps deposited in the Land Office in the City of Adelaide and in the plan in the margin hereof and therein colored red TOGETHER with all houses outhouses buildings fences rights ways members and appurtenances whatsoever to the said premises belonging or appertaining for the purpose of being used for digging and collecting salt and gypsum (sulphate of lime) EXCEPT AND ALWAYS RESERVED out of the present demise all timber and timber-like trees and all mines minerals (other than salt and gypsum) and stone upon in or under the said land to His Majesty the King His Heirs and Successors and all persons lawfully claiming under or authorised by Him or them and the ^{Lieutenant} Governor for the time being of the said State shall have full and free

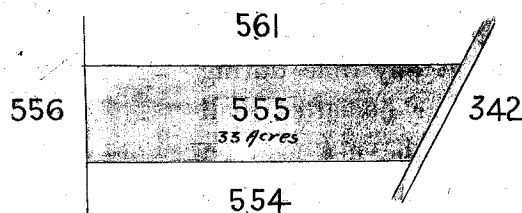
liberty of access ingress egress and regress with or without horses cattle carts drays carriages engines shafts and all other necessary implements and things into upon and from the said premises for all reasonable purposes and to dig sink try search and work the said mines minerals (other than salt and gypsum) and stone making reasonable recompense or satisfaction to the said Lessee for any damage to the surface of the land TO HOLD the said premises hereby demised with the appurtenances (save and except as aforesaid) unto the said Lessee for the term of FORTY-TWO YEARS from the first day of April One Thousand Nine Hundred and

two YIELDING AND PAYING therefor during the said term unto His Majesty His Heirs and Successors in advance on the first day of April in every year during

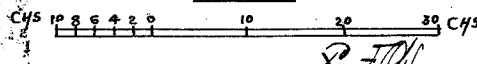
the term hereby granted the yearly rental of One pound thirteen shillings (£1-13-0) pounds sterling and a farther sum equal to sixpence in the pound sterling on the net profits obtained from the occupation and working of the said lands and from the sale of salt and gypsum obtained therefrom AND the said Lessee doth hereby covenant with His Majesty His Heirs and Successors

Land leased colored blue on plan appended hereto

H^o MELVILLE



SCALE



R. F. W.

CANCELLED

Lieutenant
and with the said Governor that the said Lessee will well and truly pay or cause to be paid in advance unto the Treasurer of South Australia for the time being at Adelaide on behalf of His Majesty at the times and in manner aforesaid the said rent hereby reserved free and clear of all taxes rates and outgoings whatsoever **AND** that the Lessee will pay and discharge all taxes rates assessments outgoings and impositions which during the said term shall become payable in respect of the said demised premises **ALSO** that the Lessee will at the Lessees own cost during said term maintain in good and tenantable condition and repair all houses buildings and other improvements which now are or may at any time be erected upon the premises during the term hereby granted and also all gates gate-posts rails fences hedges ditches and watercourses belonging to the said premises and will so leave and deliver up the same respectively in such good tenantable condition and repair at the termination of the said term **ALSO** that the said Lessee shall and will insure or cause to be insured at some well-established Insurance Office in Adelaide all buildings now erected on the said lands hereby demised or which may hereafter be erected thereon as are constructed of stone or brick roofed with slate iron shingle or paling and of a value of not less than One Hundred Pounds against loss or damage by fire such insurance to be effected by the Lessee for the full value of such buildings and to be in the joint names of such Lessee and the Minister of Mines for the said State and shall and will keep the same so insured during the said term and in case of any damage by fire shall and will rebuild or repair the same as the case may be to the extent amount or value of the sum which shall be due for such insurance as aforesaid **ALSO** that the Lessee will use the land hereby demised *bona fide* for the purpose for which such land is demised and not for any other than such purpose and the Lessee shall have the sole right to all salt and gypsum (sulphate of lime) upon the said land **AND** will during the continuance of the term work and mine the said lands hereby demised in a fair orderly skilful and workmanlike manner **AND ALSO** will during the term of the lease employ and keep continuously employed not less than one man for every forty acres in working and mining for gypsum upon the said land and one man for every forty acres in gathering salt thereon during the months of January February March and April if the land is in a fit state for gathering the salt and will whenever thereunto required by the said Minister furnish him with satisfactory evidence that such number of men have been and are so employed **AND ALSO** will whenever lawfully required so to do at the Lessees own cost and in manner required by any regulations for the time being in force in that behalf cause to be made a survey of the area included in this lease and cause to be forwarded to the Department of Mines a map or plan of such survey **AND ALSO** that it shall be lawful for His Majesty His Heirs and Successors and for the Governor for the time being of the said State and His and their agents and workmen at all proper and seasonable times during the term without any interruption from the said Lessee or the Lessees agents servants or workmen to enter into and upon the premises and into and upon any mines or works that may be found therein to view and examine the condition thereof and whether the same be worked in a proper skilful and workmanlike manner and for such purpose to make use of any of the railroads or other roads or ways machinery and works belonging to such mines and premises **AND ALSO** that the Lessee will not at any time during the continuance of the term place or leave any waste or dead heaps of refuse or rubbish which may be brought out of the said mines and premises near to any river brook or channel of water whereby such waste or dead heaps of refuse or rubbish may reasonably be supposed to be liable to be disturbed or carried away by floods or other natural causes **AND ALSO** will build and keep in proper repair a sufficient and substantial stone wall or other fence round all the pits and shafts which may at any time during the term be open in any part of the demised premises or elsewhere for the purpose of this demise so as effectually to prevent all access thereto by all kinds of cattle **AND ALSO** will at all times during the continuance of the term keep and preserve the said mines and premises from all unnecessary injury and damage and also all the levels drifts shafts pits sumps watercourses houses erections sheds washing-places puddles and other conveniences roads and ways in good order repair and condition and in such state and condition at the end or other sooner determination of the said term deliver peaceable possession thereof **AND ALSO** that the Lessee will permit the pastoral Lessee of the lands hereby demised at all times to have free access and user for domestic purposes and for the purpose of watering stock to and of any surface water upon the said land which shall not have been provided or stored by artificial means by the Lessee **PROVIDED ALWAYS** that His Majesty His Heirs and Successors and the said Governor and the Lieutenant Governor for the time being of the said State His and their Attorneys Officers Agents or Servants may at all times during this demise enter into and upon the said demised premises and into all enclosures outhouses and buildings now or hereafter to be erected thereon there to view and ascertain the state of the repairs of the said demised premises enclosures outhouses and buildings and to leave on the said demised premises for the Lessee a notice of the defects and wants of repair which upon any and every such view may appear the said Lessee hereby covenanting with and to His Majesty His Heirs and Successors and with and to the said Governor within a reasonable time after any and every such notice shall be left on the said demised premises that the said Lessee shall and will make do execute and carry into effect all and every the repairs which in and by any and every such notice may be required to make do execute and carry into effect as aforesaid **AND** will not during the said term assign demise or otherwise dispose of or part with the possession of this Indenture of Lease or of the said demised premises or any part thereof or do commit or suffer any act matter or thing whereby the said premises or any part thereof shall or may be assigned demise or otherwise disposed of or the possession thereof parted with to any person or persons for the whole or any part of the said term without the licence in writing of the said Minister first obtained for every such purpose nor without such written consent as aforesaid at any time during the said term fell cut down top lop or bark any trees or other timber or underwood which are now or hereafter shall be growing upon the said land hereby demised **PROVIDED ALWAYS** that if the rent hereby reserved be not paid on or before the days whereupon the same is hereby made payable a penalty of Five Pounds per centum shall be added to such rent and if the said rent and penalty be not paid within one calendar month thereafter a penalty of Ten Pounds per centum shall be added and if the said rent and penalty be not paid within one calendar month after such first month the same shall be recoverable by the said Minister by action in his own name in any Court of competent jurisdiction and the

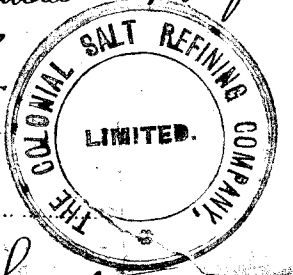
CANCELLED

lease hereby granted shall be liable to be absolutely forfeited **PROVIDED ALWAYS** that if the said rent shall be in arrear and unpaid for more than three calendar months after the day on which the same is payable under this demise it shall be lawful for the ^{Lieutenant} Governor to cancel this demise and the said Minister may thereupon insert a notice in the *Government Gazette* declaring this demise to be forfeited **PROVIDED ALWAYS** that if the Minister has reason to believe that there has been a breach of any of the covenants or conditions herein contained other than a breach of the covenant for payment of rent or non-compliance with the labor conditions the Minister shall give written notice to the said Lessee specifying the covenants or conditions which he has reason to believe are not being complied with and notifying the said Lessee that such lease will be liable to forfeiture at the expiration of one month from the date of such notice unless in the meantime such covenants or conditions are duly complied with and if at the expiration of such notice such covenants or conditions are still not being complied with by the said Lessee ^{Lieutenant} the Governor may cancel this demise and the Minister shall thereupon insert a notice in the *Government Gazette* declaring this demise to be forfeited **PROVIDED ALWAYS** that a notice of forfeiture so published in the *Government Gazette* shall be taken to be conclusive evidence that this present demise has been legally cancelled and forfeited **PROVIDED ALSO** that it shall be lawful for the ^{Lieutenant} Governor from time to time to resume any part or parts of the land hereby demised for the purpose of making roads for public utility and convenience **PROVIDED** that the Lessee agrees to indemnify the several parties herein named against all actions claims or demands made by the present Lessee under _____ lease No. _____ of the ground hereby demised on account of any interference with the surface soil by the said Lessee or any of them or by any person on their behalf occasioned by the searching mining and removal of the metals and minerals herein specified **PROVIDED LASTLY** that the said Lessee shall be at liberty to surrender this lease by giving to the said Minister three calendar months' notice in writing of the Lessees desire or intention so to do and upon payment of all arrears of rent up to the date of such surrender and shall also have power to remove any plant machinery engines or tools from the land so leased at any time within three months from the date of forfeiture or surrender of this lease but shall not will remove or interfere with any timber in any mine then upon the demised land **AS WITNESS** the Public Seal of the said State and the hand and seal of the said Lessee

The Common Seal of The Colonial Salt Refining Company Limited was hereto affixed and Roland Strachan one of the Directors of the Company and Albert James Wyllie the Secretary thereof signed the same in the presence of *Augustus Davies* *Solomon Salvide*

Signed sealed and delivered by the above-named Lessee in the presence of

One of the Directors of The Colonial Salt Refining Company Limited.



R. Strachan
Alb. James Wyllie

The Secretary

Transfer No. 423532 from The Colonial Salt Refining Company Limited to James Thomas Dilcock of Sydney in the State of New South Wales John Frederick Utz of Drummond near Sydney aforesaid and Arthur Huston of Mosman near Sydney aforesaid Merchants of the within Lease No. 19 as tenants in common Produced for registration the 17th day of May 1905 at 2.55 pm.

(d) F. H. Edwards. Dep. Reg. Genl.

Transfer No. 423532 from James Thomas Dilcock John Frederick Utz and Arthur Huston to The Commonwealth Salt Refining Company Limited of Sydney of the within Lease No. 19 Produced for registration the 28 day of December 1907 at 11.30 am.

(d) T. W. Jones. Dep. Reg. Genl.

Noted

21/1/08

Reaction

TRANSFER No. 1120711		FROM
The Commonwealth Salt Refining Company Limited		
TO Australian Salt Company Limited		
of Port Wakefield		
OF THE WITHIN	Lease	No. 19
PRODUCED FOR REGISTRATION THE 18 DAY OF		
June 1931 AT 2.55 pm		
<i>W. H. Woodward</i>		DEP. REG. GENL.

The term of the within Lease No 19 is renewed for 21 years from the 31 day of March 1914 as appears by Memorandum No 4409407. Produced for registration the 2 day of June 1914 at 2.30 pm

J. H. Rogers
Dep. Reg. Genl.

CERTIFICATE No.	2642422
THE WITHIN LEASE No.	19
IS RENEWED	
FOR A TERM OF 21 YEARS FROM 31.3.1914	
annual rental of 3/6 per acre.	
PRODUCED	6. 7. 1915 AT 11.35 am.
<i>J. H. Hughes</i>	
DEP. REG. GEN.	

Noted
17/5/14

REGISTRAR OF MINES

