

## STATE TEACHERS SUPERANNUATION FUND.

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### No. 66 of 1963.

AN ACT to amend the *State Teachers Superannuation Fund Act 1904*.

[3 December 1963.]

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

**1**—(1) This Act may be cited as the *State Teachers Superannuation Fund Act 1963*. Short title and citation.

(2) The *State Teachers Superannuation Fund Act 1904*, as subsequently amended, is in this Act referred to as the Principal Act.

**2** Section twenty of the Principal Act is amended by adding at the end thereof the following subsections:— Annuities.

“(3) Annuities under this Act shall be paid in fortnightly instalments.

“(4) In order to ascertain the amount of an annuity covering a period of a fortnight, the rate of the annuity shall be divided by twenty-six.”.

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## STOCK.

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### No. 67 of 1963.

AN ACT to amend the *Stock Act 1932*.

[3 December 1963.]

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

**1**—(1) This Act may be cited as the *Stock Act 1963*. Short title and citation.

(2) The *Stock Act 1932*, as subsequently amended, is in this Act referred to as the Principal Act.

Interpre-  
tation.

**2** Section three of the Principal Act is amended by omitting from subsection (1) thereof the definition of "Owner" and substituting therefor the following definitions:—

"'Owner', used in relation to any stock, carcase, fittings, vehicle, vessel, or other thing, includes any number of joint owners;

"'Person in charge', used in relation to any stock, carcase, fittings, vehicle, vessel, or other thing, includes the owner and any other person who is for the time being in charge, or who for the time being has the possession or control, of the stock, carcase, fittings, vehicle, vessel, or thing (whether on behalf of, or under the direction of, the owner thereof or not);".

Powers and  
duties of  
inspectors.

**3** Section five of the Principal Act is amended—

(a) by omitting subsection (1) thereof and substituting therefor the following subsections:—

"(1) An inspector may inspect—

(a) any stock, and the skin and carcase of any stock;

(b) any instrument used or intended to be used for the branding of any stock;

(c) any vehicle, vessel, or aircraft that has been constructed or adapted for use for the carriage of stock or is being used, or appears to him to have been recently used, for the carriage of stock;

(d) any fittings; and

(e) any other article or thing that is capable of being infected with, or of disseminating, disease.

"(1A) For the purposes of subsection (1) of this section an inspector may, at any reasonable time—

(a) enter and inspect any premises in or at which he knows or reasonably suspects there is any stock, or any vehicle, vessel, aircraft, fittings, article, or thing that he is entitled to inspect under that subsection; and

(b) enter, or go on board, any vehicle, vessel, or aircraft referred to in that subsection,

taking with him such persons as he may consider necessary in the carrying out of the purpose for which he has the right to enter those premises or to enter or go on board that vehicle, vessel, or aircraft.

“(1B) For the purpose of the exercise of any of the powers conferred on him by subsections (1) and (1A) of this section in relation to any vehicle, vessel, or aircraft, an inspector may require that vehicle, vessel, or aircraft to be stopped or kept stationary.”;

- (b) by omitting from subsection (2) thereof the words “owner or”, and by omitting from that subsection all the words following the word “take” and substituting therefor the words “such measures in relation to the treatment of that stock, or to do such other acts, as in the opinion of the inspector are necessary to eradicate or prevent the dissemination of disease.”; and
- (c) by inserting after that subsection the following subsections:—

“(2A) If a person in charge of any stock to whom an order under subsection (2) of this section is given fails within the time specified in that behalf by the inspector by whom the order is given to comply in all respects with the requirements of the order he is guilty of an offence against this Act.

Penalty: One hundred pounds.

“(2B) Where a person in charge of any stock fails to comply with an order given to him by an inspector under subsection (2) of this section within the time specified in that behalf by the inspector, any inspector who is authorized or directed by the Minister so to do may, without prejudice to any penalty to which that person may be liable in respect of the failure, take such measures in relation to the treatment of the stock, and do all such other acts in relation to the stock, as may, in his opinion, be necessary to secure compliance with the requirements of the order, and may recover from that person as a debt due to the Crown any expenses thereby incurred by the inspector.”.

**4** After section five of the Principal Act the following section is inserted in Part II:—

Mustering  
of stock.

“5A—(1) For the purpose of facilitating the inspection or testing of stock for any of the purposes of this Act or of enforcing the provisions of this Act, an inspector may, by notice in writing, require the person in charge of any stock (whether diseased or not)—

- (a) to muster that stock at any reasonable time; and
- (b) for that purpose, to confine or restrain that stock,

in such manner as may be specified in the notice.

“(2) A notice under this section shall not require the mustering of any stock at a time earlier than three days after the service of the notice, unless the inspector by whom the notice is served knows or reasonably suspects that the stock is infected with foot and mouth disease or any other disease (not being the disease known as Brucellosis) that may be prescribed for the purposes of this subsection and that fact is stated in the notice.

“(3) A notice under this section given in relation to any stock that is suspected by an inspector to be infected with the disease known as Brucellosis shall not require the mustering of the stock at a time earlier than seven days after the service of the notice.

“(4) On receipt of a notice under this section, the person to whom it is given shall muster the stock to which the notice relates at the time and place set out in the notice and, if so required by the notice, shall confine or restrain that stock, as therein set out, and shall provide, to the satisfaction of an inspector, facilities and assistance for the accommodation of the stock.

“(5) If a person fails to comply with a notice under this section, an inspector may on an order by the Minister enter any premises whereon the stock to which the notice relates is depastured, confined, or kept, and himself muster the stock.

“(6) For the purposes of subsection (5) of this section, an inspector may authorize any person to assist him in mustering stock and may do all such things as, in his opinion, are necessary to ensure a complete muster.

“(7) Where an inspector musters any stock on the failure of a person to whom a notice under this section is given to comply with the notice, any expenses incurred by the inspector in so doing may be recovered from that person by the inspector as a debt due to the Crown.

“(8) A notice under this section may describe the stock to which it relates in any manner in which the stock may conveniently be identified, and, in particular, but without prejudice to the foregoing provisions of this subsection, may describe that stock by reference to all or any of the following matters:—

- (a) The nature, kind, or description of the stock;

- (b) The place or premises at which they are, or are ordinarily, or were at any time, depastured, confined, or kept;
- (c) The place or person from whom they were obtained; and
- (d) The person by whom they are or were at any time owned or in whose charge they are or were at any time,

and such a notice may be given in respect of a single animal or in respect of any one or more particular animals.”.

**5** Section eight of the Principal Act is amended by adding at the end of subsection (1) thereof the words “, or otherwise than upon and subject to the observance of specified conditions.”. Movement of stock in certain cases.

**6** Section ten of the Principal Act is repealed and the following sections are substituted therefor:—

“ 10 Any—

- (a) person in charge of any stock; or
- (b) person who attends any stock in the capacity of a veterinary surgeon,

Duty of certain persons to report diseases in stock.

who knows, or has reason to suspect, that the stock is infected, or is liable to disseminate disease, shall forthwith report that fact to an inspector.

“ 10A—(1) Where, in the opinion of the Chief Inspector, the testing of any stock is necessary for the purpose of controlling or preventing the dissemination of disease, he may— Powers of inspectors in relation to testing stock for disease.

- (a) direct the person in charge of the stock to submit the stock for testing at such time and place as the Chief Inspector may direct; and
- (b) subject the stock to such tests as the Chief Inspector may consider appropriate in the circumstances.

“(2) Where an inspector reasonably suspects that any stock is infected with a particular disease he may—

- (a) direct the person in charge of the stock to submit the stock for testing at such time and place as the inspector may direct; and
- (b) subject the stock to such tests, for the purpose of determining whether it is so infected, as the inspector may consider appropriate in relation to that disease.

“(3) Where the Chief Inspector or another inspector has subjected stock to any tests pursuant to the foregoing provisions of this section, he may, if in his opinion it is necessary to do so for the purpose of determining whether the stock is infected with disease—

- (a) direct the person in charge of the stock to resubmit the stock for further testing at such time and place as the Chief Inspector or other inspector may direct; and
- (b) again subject the stock to such tests (whether to the same tests as those to which the stock was previously subjected or to different tests or partly to the same tests and partly to different tests) as he may consider appropriate for that purpose.

“(4) A direction given under this section shall not require the submission of any stock for testing at a time earlier than three days after the direction is given, unless—

- (a) the Chief Inspector or the inspector by whom the notice is given knows or reasonably suspects that the stock is infected with foot and mouth disease or any other disease prescribed for the purposes of this subsection; or
- (b) the direction is given by the Chief Inspector for the purpose of controlling or preventing the dissemination of foot and mouth disease or any disease that may be so prescribed,

and, at the time the direction is given, the person to whom it is given is informed of that fact.

“(5) An inspector may, for the purpose of determining whether any stock (whether living or dead) is or was during its lifetime infected with disease, apply to the stock any of the diagnostic tests for disease used in veterinary practice, and also, in the case of dead stock, may collect and remove for subsequent inspection and testing any part of the carcass of the stock.”.

Power to  
Minister to  
order destruc-  
tion of  
diseased  
stock in  
certain cases.

**7** Section eleven of the Principal Act is amended—

- (a) by omitting from subsection (1) thereof the words “such stock” and substituting therefor the words “the person in charge of the stock to cause it”; and
- (b) by adding at the end thereof the following subsections:—

“(4) If a person to whom an order is given by the Minister, or by the Director, or a Government veterinary officer, under this section fails to comply with the requirements of the order within the time specified in that behalf in the order he is guilty of an offence against this Act.

Penalty: One hundred pounds.

“(5) Without prejudice to any penalty to which a person to whom an order under this section is given may be liable for a failure to comply with the requirements of the order, if such an order is not complied with an authorized officer may seize the animal to which the order relates and destroy it or cause it to be destroyed in the prescribed manner.

“(6) In this section, ‘authorized officer’ means an officer of the Department, or a police officer, who is authorized by the Minister in writing, either generally or in a particular case, to exercise the powers of an authorized officer under this section.”.

**8** Section twelve of the Principal Act is amended—

Isolation  
of diseased  
stock.

- (a) by omitting from subsection (1) thereof the words “such stock” (first occurring) and substituting therefor the words “the person in charge of the stock to cause it”;
- (b) by omitting from that subsection the words “in manner prescribed”, and by omitting from that subsection the words “as may be prescribed” and substituting therefor the words “approved by the inspector for the purpose”;
- (c) by omitting subsection (2) thereof and substituting therefor the following subsection:—

“(2) The person in charge of any stock to which subsection (1) of this section relates, upon learning that the stock is diseased or suspected by an inspector to be diseased—

- (a) shall forthwith segregate the stock and keep it apart from all other stock; and
- (b) shall take all such measures to prevent the dissemination of the disease as an inspector may direct or approve.”; and
- (d) by omitting from subsection (3) thereof the words “such owner and”.

**9** Section sixty-two of the Principal Act is amended—

Regulations.

- (a) by omitting the first paragraph of subsection (2) thereof; and
- (b) by omitting from the tenth paragraph of that subsection the words “; but so that no powers conferred by or under this paragraph shall be exercisable in relation to the disease known as *Brucellosis*”.

**10** The sections of the Principal Act that are specified in the first column of the schedule to this Act are amended as respectively specified in the second column of that schedule.

Consequential  
amendments.

## THE SCHEDULE.

(Section 10.)

*Consequential amendments.*

FIRST COLUMN. Section amended.	SECOND COLUMN. How amended.
15	<p>By omitting subsection (1) and substituting therefor the following subsection:—</p> <p>“(1) The person in charge of any sheep shall, except as otherwise provided in this Act, dip all of those sheep annually within the season prescribed for that purpose.”.</p> <p>By omitting from subsection (3) the words “any sheep-owner” and substituting therefor the words “the person in charge of any sheep”, and by omitting from that subsection the words “such owner” (wherever occurring) and substituting therefor, in each case, the words “that person”.</p>
19	<p>By omitting the words “Every sheep-owner” and substituting therefor the words “The person in charge of any sheep”, and by omitting the word “his” and substituting therefor the word “those”.</p>
20	<p>By omitting from subsection (1) the words “any sheep-owner” and substituting therefor the words “the person in charge of any sheep”, and by omitting from that subsection the words “such owner to travel his sheep” and substituting therefor the words “that person to travel those sheep”.</p>
29	<p>By omitting from subsection (4) the words “any sheep-owner” and substituting therefor the words “the person in charge of any sheep”.</p> <p>By omitting from that subsection the word “sheep-owner” (second occurring) and substituting therefor the word “person”.</p>
52	<p>By omitting from the first paragraph of subsection (2) the words “owned by him or in his charge, possession, or control,” and substituting therefor the words “of which he is the person in charge”.</p>
53	<p>By omitting from subsection (1) the words “belonging to him” (wherever occurring) and substituting therefor, in each case, the words “of which he is the person in charge”.</p>
60	<p>By inserting in subsection (1), after the word “owner” (first occurring), the words “or person in charge”, and by inserting in that subsection, after the word “owner” (last occurring), the words “or person”.</p> <p>By omitting from subsection (2) thereof the words “the owner thereof and”.</p>
62	<p>By omitting from the fifth paragraph of subsection (1) the word “owners” and substituting therefor the words “persons in charge”.</p>



**KING ISLAND SCHEELITE AGREEMENT  
(No. 2).**

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**No. 68 of 1963.**

AN ACT to approve certain agreements entered into between the Treasurer and King Island Scheelite (1947) Limited providing for the payment of a subsidy to assist that company to continue to carry on its mining operations on King Island, and to make provision for matters incidental thereto. [3 December 1963.]

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

And whereas, those operations having become uneconomic, the company proposed to close its mine and discontinue those operations but agreed to continue those operations until the thirty-first day of August 1963 in return for the payment to the company of a subsidy pursuant to the terms of an agreement between the State and the company (being the agreement set forth in the schedule to the *King Island Scheelite Agreement Act 1963*):

And whereas the subsidy period under that agreement has expired and because the operations of the company at Grassy constitute an important element in the economic conditions of King Island and the closure of the mine would have a serious effect on employment on King Island and an adverse effect on the Island's economy it is desirable to ensure their continuance and, for that purpose, to pay a subsidy to the company for a further period:

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

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

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

And whereas at the request of the Government of the State the Government of the Commonwealth has made representations to the Government of that Dominion for the release of those moneys to the Government of the State:

And whereas, as the result of those representations, the Government of that Dominion has agreed to release to the Government of the State during the month of April 1964 the sum of £100,000 (in New Zealand currency):

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

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

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

Short title.

**1** This Act may be cited as the *King Island Scheelite Agreement Act (No. 2)* 1963.

Interpretation.

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

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

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

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

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

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

**3**—(1) The agreement and the supplemental agreement <sup>Approval of agreement.</sup> are approved.

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

**4**—(1) There shall be opened in the Trust Fund a special <sup>Financial provisions.</sup> account to be called the King Island Scheelite (1947) Limited Production Subsidy Account No. 2.

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

(3) Pending the receipt of the New Zealand funds the Treasurer may, subject to this section, make payments, not exceeding in the aggregate the sum of £100,000 in Australian currency, to the company pursuant to and for the purposes of the agreement, as varied by the supplemental agreement, out of the moneys for the time being standing to the credit of the Trust Fund (which, to the necessary extent, is appropriated accordingly).

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

(5) There shall be debited to the account all sums of money paid to the company by way of subsidy pursuant to the agreement, as varied by the supplemental agreement.

(6) At the end of each financial year, all sums of money paid to the credit of the account pursuant to subsection (4) of this section shall be transferred to and paid to the credit of the Consolidated Revenue, and the account, by virtue of the operation of this subsection, is, to the necessary extent, appropriated accordingly.

(7) The sums of money to be paid by the Treasurer to the company by way of subsidy pursuant to the agreement, as varied by the supplemental agreement, (whether out of the account or out of the Trust Fund) shall not, in the aggregate, exceed such sum (in Australian currency) as is equivalent to £100,000 in New Zealand currency.

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## THE FIRST SCHEDULE.

(Section 2.)

THIS AGREEMENT is made the 29th day of August One thousand Nine hundred and Sixty three BETWEEN THE HONOURABLE ERIC ELLIOTT REECE being and as the Treasurer for the time being for the State of Tasmania (hereinafter called "the Treasurer" which expression shall include his successors in office) of the one part and KING ISLAND SCHEELITE (1947) LIMITED a company incorporated

in the State of Victoria and having its registered office at 100 Collins Street Melbourne in that State and carrying on business at Grassy, King Island in the State of Tasmania (hereinafter called "the Company") of the other part WHEREAS the Treasurer has agreed with the Company that in consideration of the Company continuing its normal operations at its mine at Grassy aforesaid and undertaking not to close down the said mine, to pay to the Company a subsidy in accordance with the terms of this agreement, which subsidy the Company agrees to repay as hereinafter provided AND WHEREAS the said agreement is subject to the passing of the appropriate enabling legislation by the Parliament of Tasmania which the Treasurer has agreed to introduce NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In this agreement:

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

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

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

2. (a) The Company agrees that it will continue normal operations at its mine at Grassy aforesaid until 31 May 1964 on the basis of a five day working week and will produce tungstic oxide during the period from 1 September 1963 to 31 May 1964 (hereinafter called "the subsidy period") at a monthly output of not less than 5,400 long ton units per month or such lesser monthly output as the Treasurer at the request of the Company in his absolute discretion may agree to accept in lieu thereof in any one or more months during the subsidy period provided that before the Company shall be entitled to make such request such lesser monthly output shall have been caused by factors beyond the control of the Company which factors without prejudice to the generality of the term may include mechanical breakdown of equipment, unavailability of labour or the intervention of authorized holidays and provided further that if the Treasurer so accepts some lesser monthly output the monthly output for the month to which such acceptance relates for the purpose of calculating the subsidy to be paid pursuant to this agreement for that month shall be deemed to be 5,400 long ton units or such lesser amount being not less than the amount actually produced as the Treasurer determines and the Company further agrees that during the subsidy period it will not close down the said mine and will use its best endeavours to continue normal operations of its said mine at Grassy aforesaid after 31 May 1964 and if it can reasonably expect to continue operations without incurring loss it will so continue its operations.
2. (b) The Treasurer will pay in Australian currency monthly to the Company one month in arrear by way of subsidy during the subsidy period a sum to be calculated at a unit rate (herein called "the subsidy rate") of  $.93 \times (124.3 \text{ minus L.M.B.P.})$  shillings Australian on the quantity of tungstic oxide measured in long ton units produced by the Company during the subsidy period PROVIDED THAT the subsidy shall be £13,775. per month whenever L.M.B.P. is 72.7 shillings per unit or less calculated as herein provided and the monthly output is or pursuant to paragraph (a) hereof is deemed to be 5,400 long ton units for that month PROVIDED FURTHER that if such monthly output is either more or less than 5,400 long ton units the subsidy for that month shall be proportionately adjusted AND PROVIDED that whenever the L.M.B.P. is 72.7 shillings per unit or less calculated as herein provided and the monthly output exceeds 6,200 long ton units no subsidy shall be payable in respect of any output in excess of 6,200 long ton units.

3. The maximum sum the Treasurer shall be liable to pay by way of subsidy under this Agreement during the subsidy period is £124,000.
4. A certificate of the quantity of tungstic oxide produced in any month during the subsidy period by the Company signed by the Mill Superintendent and counter-signed by the General Manager of the Company shall be sufficient evidence to support a claim by the Company for the payment of subsidy by the Treasurer in accordance with this agreement. The Company if called upon by the Treasurer for the purpose of verifying production will make available to the Treasurer the production records of the Company for any month during the subsidy period or whilst any money remains owing to the Treasurer under this Agreement.
5. Before any payment of subsidy is made by the Treasurer to the Company the amount thereof will be certified to the Treasurer by the Director of Mines who will satisfy himself that the amount claimed by the Company is properly payable and no payment shall be payable to the Company until the Director of Mines has certified that it is a proper payment in accordance with this Agreement.
6. If the Company fails to continue or ceases normal operations at its mine at Grassy aforesaid during the subsidy period the Company will repay to the Treasurer forthwith all monies paid to it by the Treasurer as subsidy pursuant to this Agreement and not then repaid to the Treasurer.
7. Subject to Clause 6 hereof the Company will repay to the Treasurer all monies paid by the Treasurer to the Company as subsidy pursuant to this agreement in the following events and in the following manner:

If in any month after 31 May 1964 L.M.B.P. should exceed one hundred and thirty shillings and sixpence sterling the Company will repay in Australian currency a sum to be calculated at a unit rate (herein called "the repayment rate") of .47 x (L.M.B.P. minus 130.5) shillings Australian on the quantity of tungstic oxide measured in long ton units produced by the Company during that month. Each repayment shall be made within one month of the end of the month upon production in which the repayment is calculated.

8. The Treasurer shall be under no obligation to make any payments of subsidy to the Company after 31 May 1964 and the Company shall cease to be liable to make any repayments to the Treasurer on and after 30 June 1972.
9. Any dispute or difference arising out of this Agreement shall be referred to Arbitration pursuant to the provisions of the Arbitration Act 1892 of Tasmania or any Statutory modification or re-enactment thereof for the time being in force.
10. This agreement shall be construed and take effect as an Agreement made in Tasmania and in accordance with the laws of that State and the Company hereby submits to the jurisdiction of the Courts of Tasmania and hereby appoints IAN DOUGLAS CAMERON to be the agent in Tasmania of the Company for the purpose of accepting service on behalf of the Company of any Writ, Notice, Order, Judgment or other legal process or document in respect of any matter arising out of this Agreement and such appointment shall not be revocable and service of any such documents on such appointee shall be deemed to be good service on the Company for all purposes.
11. This Agreement is expressly made subject to the appropriation by the Parliament of Tasmania of the necessary moneys to enable the Treasurer to perform his part of this Agreement which appropriation shall be of the essence of this Agreement and a condition precedent to the liability of the Minister to pay moneys which would otherwise be payable under this Agreement and if such monies are not appropriated by Parliament within six months of the date hereof this Agreement shall be of no effect and the parties shall be released therefrom.

12. The Company will not be liable to make any repayment under Clause 7 of this Agreement until it has completely ceased to be liable to repay to the Treasurer any moneys advanced by the Treasurer to the Company pursuant to the Agreement dated 14 March 1963 and made between the Treasurer and the Company which agreement is set forth in the Schedule to the King Island Scheelite Agreement Act 1963.

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

SIGNED SEALED and DELIVERED by the HONOURABLE ERIC ELLIOTT REECE in the presence of:

K. J. BINNS.

ERIC REECE (L.S.)

THE COMMON SEAL of KING ISLAND SCHEELITE (1947) LIMITED was hereunto affixed in the presence of:

(L.S.)

C. WALLACE SMITH, Director.  
IAN D. CAMERON, Director.  
H. C. BOYD, Secretary.

## THE SECOND SCHEDULE.

(Section 2.)

THIS AGREEMENT is made the 24th day of October One thousand Nine hundred and Sixty three BETWEEN THE HONOURABLE ERIC ELLIOTT REECE being and as the Treasurer for the time being for the State of Tasmania (hereinafter called "the Treasurer" which expression shall include his successors in office) of the one part and KING ISLAND SCHEELITE (1947) LIMITED a company incorporated in the State of Victoria and having its registered office at 100 Collins Street Melbourne in that State and carrying on business at Grassy, King Island in the State of Tasmania (hereinafter called "the Company") of the other part is SUPPLEMENTAL to the Agreement (hereinafter called "the Principal Agreement") made between the Treasurer and the Company on the Twenty ninth day of August One thousand Nine hundred and Sixty three WHEREAS the Company has since the date of the Principal Agreement agreed with the Treasurer that if the Company fails to continue or ceases normal operations at its mine at Grassy aforesaid during the period First day of October One thousand Nine hundred and Sixty four to the Thirty first day of March One thousand Nine hundred and Sixty seven the Company will repay to the Treasurer a percentage of the subsidy paid by the Treasurer to the Company under the Principal Agreement and then remaining unrepaid which percentage shall vary as herein provided AND WHEREAS the parties hereto desire to express the consequent variations of the Principal Agreement in this Supplemental Agreement

NOW IT IS HEREBY AGREED AS FOLLOWS:—

1. Notwithstanding the provisions of the Principal Agreement and particularly Clauses 7 and 12 thereof, if the Company fails to continue or ceases normal operations at its mine at Grassy aforesaid during any four consecutive months during the period First day of October One thousand Nine hundred and Sixty four to the Thirty first day of March One thousand Nine hundred and Sixty seven inclusive the Company shall repay forthwith to the Treasurer the percentage of the amount of the subsidy paid by the Treasurer to the Company and then unrepaid by the Company to the Treasurer under the Principal Agreement in accordance with the following table:—

<i>If obligation to repay arises during the period commencing</i>	<i>and ending</i>	<i>Percentage of subsidy remaining unpaid and to be repaid.</i>
October 1st. 1964.	March 31st. 1965.	50.
April 1st. 1965.	Sept. 30th. 1965.	40.
October 1st. 1965.	March 31st. 1966.	30.
April 1st. 1966.	Sept. 30th. 1966.	20.
October 1st. 1966.	March 31st. 1967.	10.
Thereafter.	—	Nil.

PROVIDED THAT in determining the aforesaid percentage the obligation of the Company to repay shall be deemed to have arisen on the first day of the first month of the four consecutive months in which the Company fails to continue or ceases normal operations as aforesaid.

- The Company shall be deemed to have failed to continue or to have ceased normal operations for the purpose of this Agreement if for any four consecutive months during the said period First day of October One thousand Nine hundred and Sixty four to the Thirty first day of March One thousand Nine hundred and Sixty seven inclusive the output from its mine at Grassy aforesaid is less than 5,400 long ton units but if such failure or cessation is caused by force majeure in any one or more months such month or months shall be regarded for the purpose of constituting a breach of this Agreement as if it or they had not been PROVIDED that the Treasurer at the request of the Company in his absolute discretion may agree to accept in lieu of the said quantity of 5,400 long ton units in any one or more months during the said period a lesser monthly output and if the Treasurer does so accept any such lesser monthly output for any such month then the Company shall be deemed not to have failed to continue and not to have ceased normal operations in that particular month.
- Subject only to the variations herein contained and such other alterations (if any) as may be necessary to make the Principal Agreement consistent with this Agreement the Principal Agreement shall remain in full force and effect and shall be read and construed and be enforceable as if the terms of this Agreement were inserted therein by way of addition or substitution as the case may be.
- The Company shall monthly from the First day of June One thousand Nine hundred and Sixty four until the Thirty first day of March One thousand Nine hundred and Sixty seven forward to the Director of Mines a certificate of the quantity of tungstic oxide produced in each such month by the Company and such certificate shall be signed by the Mill Superintendent and countersigned by the General Manager of the Company. The Company if called upon by the Treasurer for the purpose of verifying production will make available to the Treasurer the production records of the Company for any month during the said period or whilst any money remains owing to the Treasurer under this Agreement.

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

SIGNED SEALED and DELIVERED }  
 by the HONOURABLE }  
 ERIC ELLIOTT REECE in the }  
 presence of: }  
 L. BELLIS }

ERIC REECE (L.S.)

THE COMMON SEAL of KING }  
 ISLAND SCHEELITE (1947) }  
 LIMITED was hereunto affixed in }  
 the presence of: }

(L.S.)

W. C. GREAVES Director.  
 N. E. NILSEN Director.  
 H. C. BOYD Secretary.