

GEORGE V, by the Grace of God, of the United Kingdom of Great Britain and Ireland, and of the British Dominions beyond the Seas, King, Defender of the Faith, Emperor of India:—
TO ALL to whom these Presents shall come, Greeting:—

TO ALL to whom these Presents shall come, Greeting:—

of _____ in our State of New South Wales
did on the *Fifteenth* _____ day of *September* _____ 19*13* make an application
under the provisions of the Western Lands Acts for a Special Lease of land and all things
required by law were done to enable a Lease of the land hereinafter mentioned to be granted
to the said *Broken Hill South Silver Mining Company (no Liability)* _____

of *its* said application: ~~Now Know Ye~~ that in pursuance of the provisions of the said Western Lands Acts and in conformity with the same: **WE DO HEREBY GRANT** unto the said *Broken Hill South Silver Mining Company (no Liability)* — in respect

(which with - ~~its~~ - ~~executors administrators and assigns~~ ~~is~~ hereinafter referred to as the Lessee) a lease for "Storage Purposes" under the said Acts (being Western Lands Lease No. 2638) of ALL THAT piece or parcel of land situate and being in the County of Yancowinna Parish of Pictou Land District of Willyama containing One (1) rood being portion 1790 in the Town of Alma ~~acres more or less~~ as delineated upon the Diagram catalogued W.L.B. 1604 in the Office of the Western Land Board of New South Wales in the City of Sydney in our said State but subject to any modification or adjustment of such Diagram consequent upon survey duly authorized by the Commissioners constituting the said Board (hereinafter referred to as the Commissioners) together with ALL rights easements and appurtenances to the same belonging: EXCEPTING AND RESERVING unto Us Our Heirs and Successors all minerals as defined in the Mining Act of 1889 or any Act amending the same and all ~~metals~~ gems precious stones coal and mineral oils which may be in under or upon the said land together with full power and authority to Us Our Heirs and Successors and to any person lawfully authorized in that behalf to enter upon the said land and search for work win and remove all or any of the said minerals metals gems precious stones coal and mineral oils: AND FURTHER RESERVING unto Us Our Heirs and Successors the unrestricted right to proclaim Travelling Stock Camping or other Reserves within the said land and to withdraw any land for the purpose of Roads Travelling Stock Camping or other Reserves: AND FURTHER RESERVING unto Us Our Heirs and Successors all powers and provisions necessary for the resumption of the said lands or any part thereof for mining purposes townships or any public purpose under the provisions of the Crown Lands Acts as hereinafter provided: To HOLD the said land unto the Lessee from the Thirtieth day of May 1914 up to and until the Thirtieth day of June 1943

subject to the Reservations Exceptions Conditions and Provisions herein contained YIELDING AND PAYING therefor such provisional or other rent as may from time to time be determined by the Commissioners under the provisions of the Western Lands Acts: ~~And it is hereby Declared~~ that all conditions and provisions contained in the Western Lands Acts and any Regulations made or to be made thereunder are embodied and incorporated with these presents as conditions and

NOTICE.—Persons dealing with this Lease are warned that search should be made in the Western Land Board Office, and the Registrar General's Office, Sydney.

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April 2002

provisions of the Lease hereby expressed to be granted: PROVIDED also and it is hereby Declared that the Lessee shall and will duly pay annually in advance the rent hereby reserved at the dates appointed for payment of the same in accordance with the provisions of the said Acts without deduction or abatement on any account whatsoever to the Treasurer of Our said State: PROVIDED that if the said rent be not paid as aforesaid a penalty not exceeding Ten per centum per annum shall be paid by the Lessee on the amount so due and unpaid as aforesaid: THAT the Lessee shall within sixty days after demand made by the said Commissioners pay a fee at the rate of one pound per linear mile for the survey of such boundaries as the said Commissioners may consider necessary to determine by survey: THAT the Lessee shall fence such boundaries within such periods and with such class of fencing not being a rabbit-proof fence as may be determined by the said Commissioners: ~~THAT the Lessee shall within a time specified by the Commissioners take such steps and measures as the Commissioners shall direct to destroy rabbits dogs foxes and such other vermin and such weeds as may from time to time be declared noxious in the Government Gazette and to keep the said land free of such vermin and weeds during the currency of these presents to the satisfaction of the Commissioners: THAT the Lessee shall and will as the Minister for Lands for the time being of Our said State may from time to time direct foster and cultivate such edible shrubs and plants as the said Commissioners may consider can be advantageously and successfully cultivated: PROVIDED that during the currency of these presents the Lessee shall not be compelled to expend annually for the purposes of destroying vermin and weeds as aforesaid and for the purpose of cultivating edible shrubs as aforesaid a sum exceeding one farthing per acre of the whole area under Lease such sum to be expended on any of the purposes aforesaid in such proportions and in such manner as the Commissioners may from time to time direct: PROVIDED that the Commissioners may at any time require proof from the Lessee of all moneys so expended by on each or any of the purposes aforesaid the onus to be on the Lessee of proving such expenditure in each case: THAT the Lessee shall keep and preserve sufficient timber on the said land for shade and fire breaks: THAT the Lessee shall not interfere with the timber upon any Forest Reserve which may now or hereafter be included within the said land without the permission in writing of the Commissioners and shall not prevent any person or persons duly authorized in that behalf from cutting or removing timber upon such Reserve or upon the said land: THAT the Lessee shall not ringbark cut or otherwise destroy or permit the destruction of any timber or edible scrub without the written consent of the Commissioners: PROVIDED THAT the Lessee may use in such manner as the Commissioners may from time to time determine edible trees or scrub for stock feeding purposes: THAT the Lessee shall not obstruct or interfere with any reserves roads or tracks or the lawful use thereof by any person: THAT the Lessee shall and will maintain and keep in reasonable repair all improvements on the said land during the currency of the said Lease and shall and will permit the Minister for Lands aforesaid and the Commissioners or any person authorized by him or them at all times to enter upon and examine the whole or any part of the land under Lease and the buildings and other improvements thereon: THAT the Lessee shall furnish such returns or statements as the Commissioners may from time to time require in connection with any Lease or License or Freehold or Conditional Purchase held by or in which interested within the Western Division or which are or is worked in conjunction with any Lease or License held by or in which interested and in connection with any sheep or large stock cost of improvements working expenses or any other matter relative to any such holding as aforesaid: THAT no transfer assignment or agreement to sublet the said land or any part thereof shall affect any forfeiture incurred or any debt or liability accrued to Us Our Heirs or Successors under or by virtue of these presents: THAT no transfer shall be registered or recognised if any rent payment or other dues to the Crown are in arrear: THAT no public rights now existing or hereafter to be created in and over any Travelling Stock Route Reserve or Camping Reserve which may be included within the said land shall be affected by the granting of this Lease: THAT the Lessee shall permit any person duly authorized in that behalf to enter upon the said land and search for work win and remove all or any minerals metals gems precious stones coal and mineral oils in under or upon the said land: That the Lease is granted subject to the following special conditions:~~

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The annual rental of the Lease shall be Ten shillings (10/-) for the first period ending the Thirtieth day of June 1923 the rent for the remaining term of the lease to be determined by the Commissioners in ten (10) year periods

The land to be used only for the purpose for which the Lease is granted

THAT it shall be lawful for Us Our Heirs and Successors to withdraw from the said Lease any lands required for such public purposes as have been or may hereafter be proclaimed under the Crown Lands Acts including mining purposes and purposes of settlement for towns and villages upon publication in the *Government Gazette* of such withdrawal: PROVIDED THAT upon such publication as aforesaid the Lessee shall be entitled to such compensation in respect of the land so withdrawn for the unexpired term of these presents and for the improvements owned by the Lessee upon the land so withdrawn as aforesaid as may be determined by the Minister after appraisalment by the Commissioners: ~~Provided Always~~ and these presents are upon this express condition that if and whenever the rent hereby reserved or any part thereof shall be in arrear for more than six months after the time hereinbefore for the payment thereof appointed or whenever there shall be a breach by the Lessee ~~and its Executors Administrators and Assigns~~ of any other condition or provision herein contained or incorporated herewith it shall be lawful for the Minister for Lands aforesaid after report from the Commissioners to declare by notification in the *Government Gazette* that the Lease hereby expressed to be granted is cancelled and forfeited unto Us Our Heirs and Successors whereupon these presents shall become of no effect and the term of the Lease hereby granted shall absolutely determine: PROVIDED THAT in any case in which the Lease has or shall become liable to forfeiture by reason of the non-fulfilment of any condition annexed by law or by these presents to such Lease but in which the Commissioners shall be satisfied that such non-fulfilment has been caused by accident error mistake or inadvertence or other innocent cause and that such forfeiture ought therefore to be waived the Minister for Lands aforesaid may declare that such forfeiture is waived either absolutely or upon such conditions as he may see fit to declare and the forfeiture shall thereupon be waived accordingly: **PROVIDED LASTLY** that the Lessee may surrender the Lease hereby granted upon giving the Minister for Lands aforesaid twelve months' notice of intention to surrender the same together with all improvements thereon such notice to specify the date on which such surrender as aforesaid is intended to take effect and upon the giving of such notice as aforesaid the Lessee shall not be liable for the payment of rent accruing due after the expiration of the period mentioned in such notice.

In Testimony

In Testimony Whereof We have caused this Our Lease to be Sealed with the Seal of Our said State.

Witness Our Trusty and Well-beloved SIR GERALD STRICKLAND, COUNT DELLA CATENA, Knight Grand Cross of Our Most Distinguished Order of Saint Michael and Saint George, Our Governor of Our said State of New South Wales and its Dependencies, in the Commonwealth of Australia, at Sydney, in New South Wales aforesaid, this *twenty-third* day of *April* in the *fourth* year of Our Reign, and in the year of our Lord one thousand nine hundred and *fourteen*.

(Sgd.) J. L. Jupp

(Sgd.) G. Strickland

Governor.

Signed, Sealed, and Delivered by the said

in the presence of

this day of 19

THE COMMON SEAL of THE BROKEN HILL SOUTH SILVER MINING COMPANY, NO LIABILITY, was hereto affixed in the presence of

W. J. Jupp
Am. Jupp
W. J. Jupp
Secretary

RECORDED AND ENROLLED IN THE REGISTER OF Western Lands Leases, Book 6 Folio 71 at Western Land Board Office Sydney New South Wales This *fourteenth* day of *May* 1914

G. A. Deming
Secretary

The purpose for which Western Land Lease No. 2638, was granted has been amended from "Storage" to "Storage and the Erection of Machinery" vide Gazette Notification, dated the Twenty-second day of December 1922.

G. A. Deming

Secretary, Western Land Board
23rd December 1922.

Transfer dated *20th August 1915* from *Broken Hill South Silver Mining Company (No Liability)*

to *Melbourne Trust Limited*

of Western Lands Lease No. *2638* entered in Transfer Book in the Western Land Board Office at Sydney this *fifth* day of *October* 1915

G. A. Deming
Secretary Western Land Board

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Transfer dated *17th August 1932* from *The Standard Trust Limited (formerly Melbourne Trust Limited)* to *Broken Hill South Limited*

of Western Lands Lease No. *2638* entered in Transfer Book in the Western Land Board Office at Sydney this *seventh* day of *October* 1932

A. C. Roberts
Secretary Western Land Board

Term extended to 30th June 1973
under Section 28A of the Western
Lands Act of 1901.

P. H. Christison

19.12.35. For Secretary, Western Lands Office.

Extended to a lease in perpetuity under
Section 18E of the Western Lands Act
of 1901, with no additional terms and
conditions under Subsection 5: vide
Minister's approval dated _____

— 14 TH JUNE, 1973. —

Deane Douglas
For Secretary, Western Lands Commission

NOTIFICATION OF GRANTING OF SPECIAL LEASES—continued.

SPECIAL CONDITIONS, PROVISIONS, EXCEPTIONS, COVENANTS, AND RESERVATIONS.

Special Lease 1913-10, Grafton. Denis Daison McHugh and Edward Henry Murphy.—The lease shall be subject to subsections 1, 3, 4, 6 to 13, 17, and 20 of Regulation No. 215 (notified 9th November, 1910), and to the following special conditions:—(a) The lessee shall, within twelve months from the date of notification in the Government Gazette of the granting of the lease, clear the land of all prickly-pear, Bathurst and nagoora burr, lantana, and other noxious scrub, plants, or weeds, and shall thereafter keep the land clear of them during the currency of the lease. (b) The lessees shall take all steps necessary to prevent pollution or obstruction to the flow of the waters of Dirty Creek. (c) Power is reserved to the Minister to cancel this lease if one or both of the lessees cease to be the holder of a license under section 17, Forestry Act, 1909, or cease to exercise his or their powers thereunder. (d) A breach of any of the conditions will render the lease liable to forfeiture.

Special Lease 1913-10, Narrabri. Donald Charles Cameron.—The lease shall be subject to subsections 1, 2, 4 to 22 of Regulation No. 215 (notified 9th November, 1910).

Special Lease 1913-1, Stroud. John Sidney Tresidder.—The lease shall be subject to subsections 1, 2, 4 to 7, 9 to 17, 19 and 20 of Regulation No. 215 (notified 9th November, 1910), and to the following special conditions:—(a) The lessee shall cultivate the land by growing thereon crops of cereals or other agricultural produce, or shall plant fruit trees or vines on 5 acres, at the rate of 1 acre per annum, until the 5 acres are so used for agriculture or for orchard, or both combined. (b) A breach of any of the conditions will render the lease liable to forfeiture.

Special Lease 1913-11, Stroud. John Alexander Laurie.—The lease shall be subject to subsections 1, 2, 4 to 11, 13 to 17, 19, and 20 of Regulation No. 215 (notified 9th November, 1910), and to the following special conditions:—(a) The lessee shall, when fencing the land, provide convenient gates of access for miners and persons authorised to obtain timber, &c. (b) A breach of any of the conditions will render the lease liable to forfeiture.

Special Lease 1913-42, Taree. George Manning Lambert.—The lease shall be subject to subsections 1, 4, 6 to 13, 17, 18, and 20 of Regulation No. 215 (notified 9th November, 1910), and to the following special conditions:—(a) The lessee shall, within two years from the date of notification in the Government Gazette of the granting of the lease, enclose the land, either separately or conjointly with other lands held in the same interest, with a substantial fence, and maintain such fence in efficient repair during the currency of the lease. (b) The lessee shall, within two years from the date of notification in the Government Gazette of the granting of the lease, clear the land of all noxious scrub, plants, or weeds, and shall thereafter keep the land clear of them during the currency of the lease. (c) A breach of any of the conditions will render the lease liable to forfeiture.

Special Lease 1911-6, Temora Eastern (late 1911-16, Cootamundry). Ernest Bray.—The lease shall be subject to subsections 1, 4 to 11, 13, 14, 16, 19, and 20 of Regulation No. 215 (notified 9th November, 1910), and to the following special conditions:—(a) The area leased is exclusive of the road between portions 1,022 and 1,023 on the west and 1,023, 1,024, and 1,029 on the east. (b) Any yards and buildings erected on land and used in connection with proposed dairy and poultry farms shall be kept in a clean and sanitary condition. (c) A breach of any of the conditions, or a conviction under the Public Health or Dairies Supervision Act, as the case may be, will render the lease liable to forfeiture.

Special Lease 1912-3, Temora Eastern (late 1912-4, Cootamundry). Patrick Bray.—The lease shall be subject to subsections 1, 4 to 11, 13, 14, 19 and 20 of Regulation No. 215 (notified 9th November, 1910), and to the following special conditions:—(a) Any yards and buildings erected on the land leased and used in connection with proposed dairy and poultry farms shall be kept in a clean and sanitary condition. (b) A breach of any of the conditions, or a conviction under the Dairies Supervision or Public Health Act, as the case may be, will render the lease liable to forfeiture.

Special Lease 1911-14, Tumut. Thomas Toland.—The lease shall be subject to subsections 1, 2, 4 to 13, 15, 16, 19, and 20 of Regulation No. 215 (notified 9th November, 1910), and to the following special conditions:—(a) The lessee shall, during each year of the lease, cultivate an area of not less than 4-acre of the area leased. (b) A breach of any of the conditions will render the lease liable to forfeiture.

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Western Land Board Office,
Sydney, 13th May, 1914.

APPLICATIONS FOR SPECIAL LEASES UNDER SECTION 25, "WESTERN LANDS AMENDMENT ACT OF 1905."

It is hereby notified, for public information, that His Excellency the Governor, with the advice of the Executive Council, has, in pursuance of the powers contained in the Western Lands Acts, issued the undermentioned Western Lands Leases, for the special purpose specified, subject to the provisions of the said Acts.

The land to be used only for the purpose for which the leases are granted.

J. L. TREPPE,
Minister for Lands.

No. of Western Lands Lease.	Reg. No. of Letters Patents.	Name and Address of Lessee.	Situation of Land.	Parish.	County.	Area. a. r. p.	Purpose of Lease.	Term of Lease.		Annual Rent. £ s. d.	Period for which Rent has been determined.		Rent now called for.
								From	To		From	To	
2037	W. L. B. 1914-2142	Broken Hill South Silver Mining Com- pany (No-Liability).	Being allotment 6, section 34, town of Alma	Pict'n	Yancowinna	0 1 0	Storage purposes.	13 May, 1914	30 June, 1945	0 19 0	13 May, 1914	30 June, 1923	NIL
2038	2144	do	Being portion 1,701, town of Alma	do	do	0 1 0	do	13 "	30 "	0 10 0	13 "	30 "	NIL
2039	2145	do	Being allotment 10, section 26, town of Alma	do	do	0 1 0	do	13 "	30 "	0 10 0	13 "	30 "	NIL

(vi) the licence will expire when an approved determination of native title (within the meaning of section 13 of the Native Title Act 1993 (Cth)) is made in relation to any part of the land where the determination is that native title exists.

8. The variation of the purpose of Western Lands Leases 1796, 1798, 3872, 4247 and 12746 by the addition of the purpose of film making will lapse when an approved determination of native title (within the meaning of section 13 of the Native Title Act 1993 (Cth)) is made in relation to any part of the land where the determination is that native title exists.

ERRATUM

*Administrative District — Broken Hill
Unincorporated Area;
County — Yancowinna*

IN the notification appearing in the *Government Gazette* of 20 November 1998, Folios 8925, 8926 and 8927, under the heading "ALTERATION OF PURPOSE OF A WESTERN LANDS LEASE," "..... from "Grazing" to "Grazing and Shooting Range" should be deleted and "..... from "Pastoral Purposes" to "Pastoral Purposes and Shooting Range" should be inserted in lieu thereof. File No. WLL 430

RICHARD AMERY, M.P.,
Minister for Land and Water Conservation.

ALTERATION OF CONDITIONS OF WESTERN LANDS LEASES

IT is hereby notified that in pursuance of the provisions of section 18J, Western Lands Act 1901, the conditions set out below attach to any Western Lands Lease where application has been made by the lessees for the addition of such conditions and where approval has been granted.

RICHARD AMERY, M.P.,
Minister for Land and Water Conservation.

Special Conditions

1. The Lessee will advise the Lessor of the name, address and telephone number of the Lessee's company secretary, that person being a person nominated as a representative of the company in respect of any dealings to be had with the company. The Lessee agrees to advise the Lessor of any changes in these details.
2. Any change in the shareholding of the Lessee's company which alters its effective control of the lease from that previously known to the Commissioner shall be deemed an assignment by the Lessee.
3. Where any notice or other communication is required to be served or given or which may be convenient to be served or given under or in connection with this lease it shall be sufficiently executed if it is signed by the company secretary.
4. A copy of the company's annual financial balance sheet or other financial statement which gives a true and fair view of the company's state of affairs as at the end of each financial year is to be submitted to the Minister upon request.