

1985

THE PARLIAMENT OF THE COMMONWEALTH OF AUSTRALIA

THE SENATE

*(Presented pursuant to leave granted and read 1^o,
2 December 1985)*

(SENATOR KILGARIFF)

A B I L L

FOR

An Act to amend the Aboriginal Land Rights
(Northern Territory) Act 1976

BE IT ENACTED by the Queen, and the Senate and the House of Representatives of the Commonwealth of Australia, as follows:

Short title, &c.

1.(1) This Act may be cited as the *Aboriginal Land Rights (Northern Territory) Amendment Act (No. 2) 1985*.

(2) The *Aboriginal Land Rights (Northern Territory) Act 1976* is in this Act referred to as the Principal Act.

Commencement

2.(1) Subject to sub-section (2), this Act shall come into operation on the day on which it receives the Royal Assent.

(2) Sub-section 3(2) and sections 11 and 12 shall come into operation on a date to be fixed by Proclamation.

Interpretation

3(1). Section 3 of the Principal Act is amended -

- (a) by omitting "or" (last occurring) from paragraph (a) of the definition of "Crown Land" in sub-section (1);

Aboriginal Land Rights (Northern Territory) (No. 2)
No. ., 1985

(b) by inserting after paragraph (a) of the definition of "Crown Land" in sub-section (1) the following paragraphs:

"(aa) land that at any time before or after the commencement of section (1) of the *Aboriginal Land Rights (Northern Territory) Amendment Act (No. 2) 1985* was or is land declared, reserved, dedicated or set aside by, under or in pursuance of a law in force in the Northern Territory (including the common law) -

(i) for use as a stock route or for travelling stock;

(ii) for a road;

(iii) for a park or reserve;

(iv) for historical purposes; or

(v) for any other public purpose,

other than land so declared, reserved, dedicated or set aside after that commencement which, by proclamation, is declared to be Crown Land;

"(ab) land described in Schedule 5; or";

(c) by inserting after the definition of "Crown Land" in sub-section (1) the following definition:

"'Crown Lands Act' means the law of the Northern Territory known as the *Crown Lands Act* as in force from time to time;"; and

- (d) by adding at the end thereof the following sub-section:

"(7) For the purposes of paragraph (aa) of the definition of 'Crown Land' in sub-section (1) the Governor-General may, by proclamation, declare any land declared, reserved, dedicated or set aside by, under or in pursuance of a law in force in the Northern Territory after the commencement of section (1) of the *Aboriginal Land Rights (Northern Territory) Amendment Act (No. 2) 1985* to be Crown Land and on his so doing this Act shall apply to and in relation to that land accordingly."

(2) Section 3 of the Principal Act is further amended -

- (a) by inserting after the definition of "grant" in sub-section (1) the following definition:

"'guarantee agreement' means an agreement entered into in pursuance of sub-section 66A(1);"; and

- (b) by inserting after the definition of "mission" in sub-section (1) the following definition:

"'perpetual pastoral lease' has the same meaning as in the Crown Lands Act;".

Payments to Land Council by the Crown in respect of interests in Aboriginal land

4. Section 16 of the Principal Act is amended -

- (a) by omitting "(including a mining interest)" and substituting "(other than a mining interest)"; and

- (b) by omitting ", not being payments in the nature of royalties in respect of a mining interest".

Occupation or use of land in Ranger Project Area

5. Section 18A of the Principal Act is amended -

(a) by omitting paragraph (1)(a) and substituting the following paragraph:

"(a) the person is entitled to continue that 5
occupation or use during the period commencing
on that vesting and ending on the granting of
an authority under the *Atomic Energy Act 1953*
with respect to the vested land; and"; and

(b) by omitting from paragraph (1)(b) "referred to 10
in sub-paragraph (a)(ii)" and substituting
"referred to in that paragraph".

Functions of Land Council

6. Section 23 of the Principal Act is amended -

(a) by inserting after paragraph (1)(b) the 15
following paragraphs:

"(ba) to assist Aborigines in connection with the
obtaining, under a law of the Northern
Territory, of a grant of an estate in fee simple
in or a lease of land in the area of the Land 20
Council for the benefit of those Aborigines, in
particular, by arranging for legal assistance
for them at the expense of the Land Council;

"(bb) to protect the interests of persons for whose
benefit land in the area of the Land Council 25
granted under a law of the Northern Territory
is held and the trustees of that land;

"(bc) to promote the participation of Aborigines in,
and to protect the interests of Aborigines in

connection with, the management of each area of land in the area of the Land Council that is land to which paragraph (bb) refers;"

(b) by inserting after sub-section (2) the following sub-section:

"(2A) Nothing in sub-section (1) shall be taken, by implication, to limit the generality of the matters in relation to which, under sub-section (2), functions may be conferred on a Land Council by a law of the Northern Territory."

(c) by omitting from sub-section (3) "In carrying out its functions" and substituting "Subject to Part IV, in carrying out its functions"; and

(d) by adding at the end thereof the following sub-section:

"(4) Nothing in sub-section (3) shall be construed as requiring the consent of the traditional Aboriginal owners to the grant of a mining interest in respect of Aboriginal land."

Powers of Land Council

7. Section 27 of the Principal Act is amended by omitting from sub-section (3) "\$50,000" and substituting "\$100,000".

Application of moneys of Land Council

8. Section 35 of the Principal Act is amended by omitting from sub-section (3) "an agreement made under section 43 or 44" and substituting "an agreement referred to in section 41".

Repeal of Part IV

9. Part IV of the Principal Act is repealed and the following Part is substituted:

"PART IV - MINING INTERESTS AND MINING OPERATIONS

Interpretation

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"40.(1) A reference in this Part to the warden's court is a reference to the warden's court established by the *Mining Act* of the Northern Territory at a place closest to the land to which the reference relates and includes a reference to the warden constituting that 10 court.

"(2) A reference in this Part to a mining interest includes, where the context so requires, a reference to the land to which the mining interest relates.

Grant of Mining Interests

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"41.(1) Subject to this Act and the *Atomic Energy Act 1953*, a mining interest in respect of Aboriginal land may be granted under a law of the Northern Territory relating to mining for minerals.

"(2) A mining interest in respect of Aboriginal land 20 shall not be granted unless the applicant for the mining interest has first entered into an agreement in writing with the Land Council in whose area the Aboriginal land is situated relating to -

- (a) the compensation to be paid on the granting of 25 the mining interest;
- (b) the guidelines to be adopted after the granting of the mining interest in relation to the identification and protection of sacred sites; and

- (c) the employment opportunities to be offered to
Aboriginals in the operations to be conducted
under the mining interest.

Agreement Provisions

"42.(1) An agreement referred to in section 41 -

- (a) shall make provision for the distribution of
monies paid to the Land Council under the
agreement to or for the benefit of such
traditional Aboriginal owners as are specified
in the agreement;

- (b) may make provision for the applicant for the
mining interest to lodge with the Land Council
a security in such form, for such amount and
from such person as the Land Council thinks
fit, to secure the applicant's compliance with
the conditions referred to in section 47;

- (c) may make provision for a process of arbitration,
in accordance with a law of the Northern
Territory relating to commercial arbitration,
to determine disputes relating to compliance
with the conditions referred to in section 47
and failing such provision in the agreement,
the parties to the agreement shall be deemed to
have appointed a warden constituting the
warden's court as the arbitrator under that law
of the Northern Territory in respect of such
disputes; and

- (d) may provide that where a condition referred to
in section 47 requires the holder of the mining
interest to do anything in relation to the
mining interest and the holder does not, within
the time provided in the condition, do that

thing, the Land Council or a person authorized by the Land Council may enter on the mining interest with such assistance as, and take whatever action, the Land Council or that person, as the case may be, considers necessary 5 for doing that thing, and the costs reasonably incurred by the Land Council or that person in so doing shall be a debt due and payable by the holder of the mining interest to the Land Council or that person, as the case may be, 10 whether or not at the time that the thing was done by the Land Council or that person the mining interest had been cancelled, forfeited or surrendered or had expired.

"(2) A condition referred to in paragraph (1)(d) 15 shall not entitle the Land Council, or a person authorized by it, to take any action in pursuance of the condition until the grounds on which the Land Council claims to be entitled to take or authorize the taking of such action have been referred to arbitration under a condition 20 referred to in paragraph (1)(c), the arbitrator has determined that the holder of the mining interest is required under the agreement to do the thing to which the matter relates and the further time (if any) determined by the arbitrator for the holder of the mining interest to 25 do that thing has expired.

Aboriginal Consultation

"43.(1) In consulting with traditional Aboriginal owners in accordance with the requirements of sub-section 23(3) in relation to an application for a mining interest 30 referred to in this Part, the Land Council shall ensure that the applicant is given an opportunity to present to the traditional Aboriginal owners for their consideration, in such reasonable form and manner as the applicant thinks fit, an explanation of the purposes for which the 35

mining interest is required and the operations to be conducted thereunder.

5 "(2) Where a Land Council entering into an agreement referred to in section 41 fails to comply in all respects with sub-section 23(3) in relation to the Aboriginal land to which the agreement relates, that failure does not of itself invalidate the agreement.

10 "(3) Where a Land Council, by reason of not being able to identify all of the relevant traditional Aboriginal owners of land, is unable to comply with the requirements of sub-section 23(3) within 6 months after being notified in writing by the applicant for a mining interest of the applicant's wish to commence negotiations for an agreement referred to in section 41, the Land
15 Council shall, in accordance with this Act and subject to section 45, negotiate for and enter into the agreement with the applicant and all monies subsequently paid under the agreement to the Land Council for the benefit of the traditional Aboriginal owners shall be held in trust for
20 those traditional Aboriginal owners by the Land Council pending the identification of those traditional Aboriginal owners by it.

Determination of Compensation

25 "44.(1) The compensation to be paid under an agreement referred to in section 41 shall be limited to compensation -

- (a) for the traditional Aboriginal owners being deprived of the use of the surface or part of the surface of the land;
- 30 (b) for damage to the surface of the land through exploration or mining activities conducted on the land;

- (c) for the traditional Aboriginal owners being deprived of the use of improvements on the land;
- (d) for the severance of the land from other land held in trust for or occupied by the traditional Aboriginal owners; and 5
- (e) for all other damage to the land or improvements on the land arising out of operations to be conducted under the mining interest.

"(2) In determining the amount of compensation to be paid under an agreement referred to in section 41, no account shall be taken of minerals known or supposed to be on or under the land. 10

Arbitration on agreement

"45.(1) Where a Land Council and the applicant for a mining interest in respect of Aboriginal land cannot agree on the terms and conditions of an agreement referred to in section 41 within 12 months after the applicant having notified the Land Council in writing of the applicant's wish to commence negotiations for such an agreement or within that time the Land Council refuses or fails to enter into such negotiations, either the Land Council or the applicant may refer the matter to the warden's court for its determination of the appropriate terms and conditions of the agreement. 15 20

"(2) In determining the terms and conditions of the agreement referred to in sub-section (1) the warden's court shall have regard only to the requirements of sections 41, 42 and 43 in relation to the terms and conditions to be agreed upon and shall determine as appropriate only those terms and conditions that, in its opinion, should in the circumstances be acceptable to the Land Council and to the applicant and the determination 25 30

of the warden's court is binding on the Land Council and the applicant.

5 "(3) In determining a term or condition of an agreement referred to in section 41 requiring a security to be lodged by the applicant for the mining interest to secure the applicant's compliance with the conditions referred to in section 47, the warden's court shall take into account any security that the applicant may be required to lodge under a law of the Northern Territory relating to mining for minerals in respect of the mining interest and shall make its determination so that, as far as practicable, the applicant is not required to provide more than one security in respect of the same matter.

10
15 Applicant for mining interest not bound to proceed with application

 "46. An agreement referred to in section 41 shall not be construed so as to compel the applicant for the mining interest to which the agreement relates to proceed with the application.

20 Implied conditions, &c., in grant

 "47. In addition to the terms and conditions subject to which a mining interest in respect of Aboriginal land is granted, that mining interest shall be subject to the conditions that -

- 25 (a) the holder of the mining interest or his employees, servants or agents shall not unlawfully interfere with any historical site or object, or any Aboriginal sacred site or object, declared as such by or under a law of the Northern Territory;
- 30

- (b) the holder of the mining interest shall keep to a minimum the number of people associated with the exploration or development on the land to which the mining interest relates;
- (c) except for the purposes of consumption by its employees, servants, agents, contractors or sub-contractors at its camps, the holder of the mining interest shall not bring or permit to be brought onto the mining interest any alcohol; 5
- (d) the holder of the mining interest shall not bring or permit to be brought onto the mining interest firearms of any kind or, except with the prior consent of the Land Council, any animal; 10
- (e) the holder of the mining interest shall at all times give full consideration to the aspirations and welfare of the local Aboriginals and co-operate with the traditional Aboriginal owners and not interfere with the growth and development of the Aboriginal social, cultural and economic structures on the mining interest; 15 20
- (f) the holder of the mining interest shall employ and engage, and shall ensure that its agents, contractors and sub-contractors employ and engage, as many Aborigines or Incorporated Aboriginal Associations or groups associated with the mining interest as is practicable who are capable of carrying out, or being trained (including by on-the-job training) to carry out, in a satisfactory manner, the particular work required to be carried out in relation to the mining interest at the usual award rates for the type of work performed and subject to the usual conditions of employment; 25 30

(g) the holder of the mining interest shall take all reasonable steps to adjust working hours and conditions of Aboriginal employees to suit Aboriginal culture or the reasonable requirements of their Incorporated Aboriginal Association or group;

(h) the holder of the mining interest shall progressively rehabilitate and restore, as far as practicable, all areas disturbed by its activities in accordance with good environmental practice;

(j) the holder of the mining interest shall liaise with the Land Council on the exploration or development programs in relation to the mining interest and discuss the possible relocation of proposed works and details of the program as it develops;

(k) the holder of the mining interest shall, before carrying out a program involving substantial disturbance of the surface of the mining interest, advise the relevant Northern Territory authority and the Land Council, in writing, of that program and comply with such directions as the relevant Northern Territory authority considers appropriate for the protection of the environment in the carrying out of the program;

(l) the holder of the mining interest shall advise the relevant Northern Territory authority and the Land Council, in writing, of the proposed location of all infrastructure facilities on the mining interest and the proposed method to be used in disposing of waste, and comply with such directions as the relevant Northern Territory authority considers appropriate in relation to the disposal of that waste;

- (b) the erection of electricity lines;
- (c) the construction of roads;
- (d) the cutting and construction of water races or drains; and
- (e) the boring, sinking for, pumping, raising of or conveying of water.

"(3) Where the holder of a mining interest is entitled under sub-section (1) to a right of way, that right of way may be exercised by a route agreed to by the holder of the mining interest and the Land Council for the area in which the mining interest is situated.

"(4) Where a Land Council and the holder of a mining interest cannot agree on the route by which a right of way under sub-section (1) may be exercised, the matter may be referred by the Land Council or the holder of the mining interest to the warden's court for determination and the decision of the warden's court in relation to that matter is binding.

"(5) Compensation shall be payable by the holder of the mining interest to the Land Council for the benefit of the relevant traditional Aboriginal owners in respect of a right of way under sub-section (1).

"(6) The compensation to be paid under sub-section (5) shall be determined on the same basis as under section 44 in respect of the grant of a mining interest.

"(7) Where an amount of compensation payable under sub-section (5) cannot be agreed upon between the Land Council and the holder of the mining interest, the Land Council or the holder of the mining interest may refer the matter to the warden's court for determination and the decision of the warden's court in relation to that matter is binding.

"(8) A right of way under sub-section (1) shall not be exercised until compensation has been paid in accordance with this section.

Jurisdiction and supervision of warden's court

"49A. Where by or under this Part a power is conferred or a function imposed on the warden's court, the warden's court has the jurisdiction to exercise that power or perform that function as if it had been conferred or imposed on it by or under the *Mining Act* of the Northern Territory and an appeal shall lie to the Supreme Court of the Northern Territory from a decision or determination of the warden's court under this Part in the same manner as an appeal against a decision of the warden's court under that Act."

Functions of Commissioner

10. Section 50 of the Principal Act is amended -

(a) by omitting from paragraph (1)(a) all words before sub-paragraph (i) and substituting "on an application being made before 1 July 1986 to a Commissioner by or on behalf of Aboriginals claiming to have a traditional land claim to an area of unalienated Crown land -"; and

(b) by omitting paragraphs (1)(b) and (c). 30

**Transfer of amounts from Trust Account to Consolidated
Revenue Fund in certain circumstances**

11. Section 64A of the Principal Act is amended by omitting paragraph (7)(a).

5 12. After section 66 of the Principal Act the following section is inserted:

**Commonwealth guarantees of performance of provisions of
perpetual pastoral leases**

10 "66A.(1) Subject to this section, upon request being
made in writing to the Minister by an Aboriginal who, or
an Aboriginal corporation that, holds a term pastoral
lease and wishes to surrender it in exchange for a
perpetual pastoral lease, the Minister may, on behalf of
the Commonwealth, enter into an agreement under seal with
15 the appropriate Territory Minister, on behalf of the
Northern Territory, with respect to the guaranteeing by
the Commonwealth of the performance by that Aboriginal or
that Aboriginal corporation of the provisions of that
perpetual pastoral lease.

20 "(2) Before entering into a guarantee agreement in
relation to a perpetual pastoral lease, the Minister
shall -

25 (a) by notice in writing served on the Land Council
for the area in which the land the subject of
the lease is situated, (in this sub-section
referred to as the 'relevant Land Council') and
the appropriate Territory Minister -

30 (i) inform the relevant Land Council and
the appropriate Territory Minister of the
particulars of the request made to the
Minister in relation to that lease; and

for all purposes, to be as valid and effectual as it would have been if this sub-section had not been enacted.

5 "(5) Notwithstanding anything contained in the
 Aboriginal Councils and Associations Act 1976, the
 interest of an Aboriginal corporation that holds a
 perpetual pastoral lease of land the subject of the lease
 shall be taken, for all purposes in connection with the
10 execution of a judgment of a court given in proceedings
 instituted against that Aboriginal corporation for the
 enforcement of an agreement to indemnify the Commonwealth
 entered into in pursuance of sub-section (4), to be a
 disposable interest in that land for the purposes of that
 Act.

 "(6) In this section -

15 'Aboriginal corporation' means -

 (a) an Incorporated Aboriginal Association; or

 (b) a body corporate, all the members of which are
 Aboriginals;

20 'appropriate Territory Minister' means the person
 holding Ministerial office under section 36 of
 the *Northern Territory (Self-Government) Act*
 1978 who is responsible for the administration
 of the Crown Lands Act;

25 'term pastoral lease' means a pastoral lease under
 the Crown Lands Act other than a perpetual
 pastoral lease."

15. Section 75 of the Principal Act is repealed.

Regulations

16. Section 78 of the Principal Act is amended by adding at the end thereof the following sub-sections:

5 "(2) The Governor-General may make regulations amending Schedule 5 by inserting further descriptions of areas of land in that Schedule.

10 "(3) Nothing in paragraph (aa) of the definition of 'Crown Land' in sub-section 3(1) shall be taken, by implication, to limit the generality of regulations that may be made for the purposes of sub-section (2) of this section."

Addition of new Schedules

15 17. After Schedule 4 to the Principal Act Schedule 5 set out in the Schedule to this Act is added.

Application of section 15AB of *Acts Interpretation Act*

20 18. For the purposes of the application of section 15AB of the *Acts Interpretation Act 1901* to or in relation to this Act, "Minister", where used in that section, means the Senator who moved the motion that the Bill containing the provisions of this Act be read a second time in the Senate.

SCHEDULE

Section 17

"SCHEDULE 5

Section 3

PART A - COASTAL LAND, ISLANDS, &c.

All that parcel of land in the Northern Territory of Australia bounded by lines described as follows: Commencing at the northeastern corner of Pastoral Lease 793 (Woolner) thence generally westerly by the northern boundary of the said pastoral lease to the most easterly northeastern corner of Reserve No. 1584 as notified in Northern Territory Government Gazette No. 35 of 27 August 1976 thence generally northwesterly by the northeastern boundary of the said reserve to its most northern corner thence east to the low water mark of Chambers Bay thence generally easterly by the said low water mark to its intersection with the northerly prolongation of the eastern boundary of Pastoral Lease 793 (Woolner) thence southerly by the said prolongation to the point of commencement.

All that parcel of land in the Northern Territory of Australia bounded by lines described as follows: Commencing at a point on the boundary of Pastoral Lease 785 (Point Stuart) at the seaward extremity of the left bank of the Wildman River thence generally westerly by the northern boundary of the said pastoral lease and Pastoral Lease 786 (Point Stuart) to the northwestern corner of Pastoral Lease 786 (Point Stuart) thence northerly by the northerly prolongation of the western boundary of the said pastoral lease to the low water mark of Chambers Bay thence generally easterly by the low water mark of Chambers Bay and Finke Bay to its most western intersection with a straight line joining the seaward extremity of the left bank of the Wildman River with the seaward extremity of the right bank of the Wildman River thence southwesterly by part of the said straight line to the point of commencement.

All that parcel of land in the Northern Territory of Australia bounded by lines described as follows: Commencing at a point on the boundary of Pastoral Lease 689 (Finniss River) at the seaward extremity of the right bank of the Finniss River thence generally northerly by the western boundary of the said pastoral lease and generally easterly by part of the northern boundary of the said pastoral lease to the seaward extremity of the left bank of the Annie River thence easterly by part of a straight line joining the seaward extremity of the left bank of the Annie River with the seaward extremity of the right bank of the Annie River to the low water mark of the left bank of the Annie River thence generally westerly and generally southerly by the low water mark of Bynoe Harbour, Port Patterson and Fog Bay to its northernmost intersection with a straight line joining the seaward extremity of the right bank of the Finniss River with the seaward extremity of the left bank of the Finniss River thence northerly by part of the said straight line to the point of commencement but excluding therefrom those parts of Northern Territory Portions 2370 and 2371 above the aforesaid low water mark, Northern Territory Portion 2621 and all those parts of Dum In Mirrie Island, Beer Eetar Island, Grose Island, the unnamed island between Beer Eetar Island and Grose Island, Quail Island, Djajalbit Island, Bare Sandy Island and Turtle Island above the aforesaid low water mark.

All that parcel of land in the Northern Territory of Australia bounded by lines described as follows: Commencing at a point on the northern boundary of Pastoral Lease 689 (Finniss River) at the seaward extremity of the right bank of the Annie River thence generally northeasterly by part of the northern boundary of the said pastoral lease to the intersection of the sea coast of Bynoe Harbour and the left bank of the Charlotte River thence northwest by a line to its most southerly intersection with the low water mark of

Bynoe Harbour thence generally southwesterly by the said low water mark to its most easterly intersection with a straight line joining the seaward extremity of the right bank of the Annie River with the seaward extremity of the left bank of the Annie River thence easterly by part of the said straight line to the point of commencement.

All that parcel of land in the Northern Territory of Australia bounded by lines described as follows: Commencing at the southwestern corner of Pastoral Lease 858 (Stapleton) thence generally northwesterly by the western boundary of th said pastoral lease to the northwestern corner of the said pastoral lease thence westerly by the westerly prolongation of the westernmost northern boundary of the said pastoral lease to the low water mark of the Timor Sea thence generally southeasterly by the said low water mark to its northernmost intersection with a straight line joining th southwestern corner of Pastoral Lease 858 (Stapleton) to the seaward extremity of the left bank of the Daly River thence northerly by part of the said straight line to the point of commencement but excluding therefrom that part of Northern Territory Portion 2278 between the low water mark and the high water mark of the Timor Sea.

All that parcel of land in the Northern Territory of Australia bounded by lines described as follows: Commencing at the northwestern corner of Pastoral Lease 679 (Legune) thence generally southeasterly by part of the northern boundary of the said pastoral lease to the seaward extremity of the left bank of the Keep River thence northeasterly by part of a straight line joining the seaward extremity of the left bank of the Keep River with the seaward extremity of the right bank of the Keep River to the low water mark of the left bank of the Keep River thence generally

northwesterly by the low water mark of Joseph Bonaparte Gulf to a point due north of the northwestern corner of Pastoral Lease 679 (Legune) thence south to the point of commencement.

All that parcel of land in the Northern Territory of Australia bounded by lines described as follows: Commencing at a point on the northern boundary of Pastoral Lease 679 (Legune) at the seaward extremity of the right bank of the Keep River thence generally easterly by part of the northern boundary of the said pastoral lease to the seaward extremity of the left bank of the Victoria River thence north easterly by part of a straight line joining the seaward extremity of the left bank of the Victoria River with the seaward extremity of the right bank of the Victoria River to the low water mark of the left bank of the Victoria River thence generally westerly by the low water mark of Joseph Bonaparte Gulf to its most eastern intersection with a straight line joining the seaward extremity of the right bank of the Keep River with the seaward extremity of the left bank of the Keep River thence northeasterly by part of the said straight line to the point of commencement.

All that parcel of land in the Northern Territory of Australia bounded by lines described as follows: Commencing at a point on the boundary of Pastoral Lease 597 (Coolibah) at the seaward extremity of the right bank of the Victoria River thence generally easterly by part of a northern boundary of the said pastoral lease to the seaward extremity of the left bank of the Fitzmaurice River thence northerly by part of a straight line joining the seaward extremity of the left bank of the Fitzmaurice River with the seaward extremity of the right bank of the Fitzmaurice River to the low water mark of the left bank of the Fitzmaurice River thence generally westerly by the low water mark of Joseph

Bonaparte Gulf to its most eastern intersection with a straight line joining the seaward extremity of the right bank of the Victoria River with the seaward extremity of the left bank of the Victoria River thence northeasterly by part of the said straight line to the point of commencement.

All that parcel of land in the Northern Territory of Australia bounded by lines described as follows: Commencing at a point on the boundary of Pastoral Lease 686 (Bing Bong) at the seaward extremity of the left bank of the McArthur River thence generally northwesterly by the northeastern boundaries of the said pastoral lease and Pastoral Leases 757 (Lorella) and 756 (Nathan River) to the seaward extremity of the right bank of the Limmen Bight River thence northwesterly by part of a straight line joining the seaward extremity of the right bank of the Limmen Bight River with the seaward extremity of the left bank of the Limmen Bight River to the low water mark of the right bank of the Limmen Bight River thence generally southeasterly by the low water mark of the Gulf of Carpentaria to its westernmost intersection with a straight line joining the seaward extremity of the left bank of the McArthur River with the seaward extremity of the right bank of the McArthur River thence northwesterly by part of the said straight line to the point of commencement.

All that parcel of land in the Northern Territory of Australia bounded by lines described as follows: Commencing at a point on the boundary of Pastoral Lease 684 (Greenbank) at the seaward extremity of the left bank of the Robinson River thence generally northwesterly by the northeastern boundaries of the said pastoral lease and Pastoral Lease 685 (Manangoora) to the seaward extremity of the right bank of the McArthur River thence northwesterly by part of a

straight line joining the seaward extremity of the right bank of the McArthur River with the seaward extremity of the left bank of the McArthur River to the low water mark of the right bank of the McArthur River thence generally southeasterly by the low water mark of the Gulf of Carpentaria to its most western intersection with a straight line joining the seaward extremity of the left bank of the Robinson River with the right bank of the Robinson River thence northwesterly by part of the said straight line to the point of commencement.

All that parcel of land in the Northern Territory of Australia bounded by lines described as follows: Commencing at a point on the boundary of Pastoral Lease 773 (Seven Emu) at the seaward extremity of the left bank of the Calvert River thence generally northwesterly by the northeastern boundary of the said pastoral lease to the seaward extremity of the right bank of the Robinson thence northwesterly by part of a straight line joining the seaward extremity of the right bank of the Robinson River with the seaward extremity of the left bank of the Robinson River to the low water mark of the right bank of the Robinson River thence generally southeasterly by the low water mark of the Gulf of Carpentaria to its westernmost intersection with a straight line joining the seaward extremity of the left bank of the Calvert River with the right bank of the Calvert River thence northwesterly by part of the said straight line to the point of commencement.

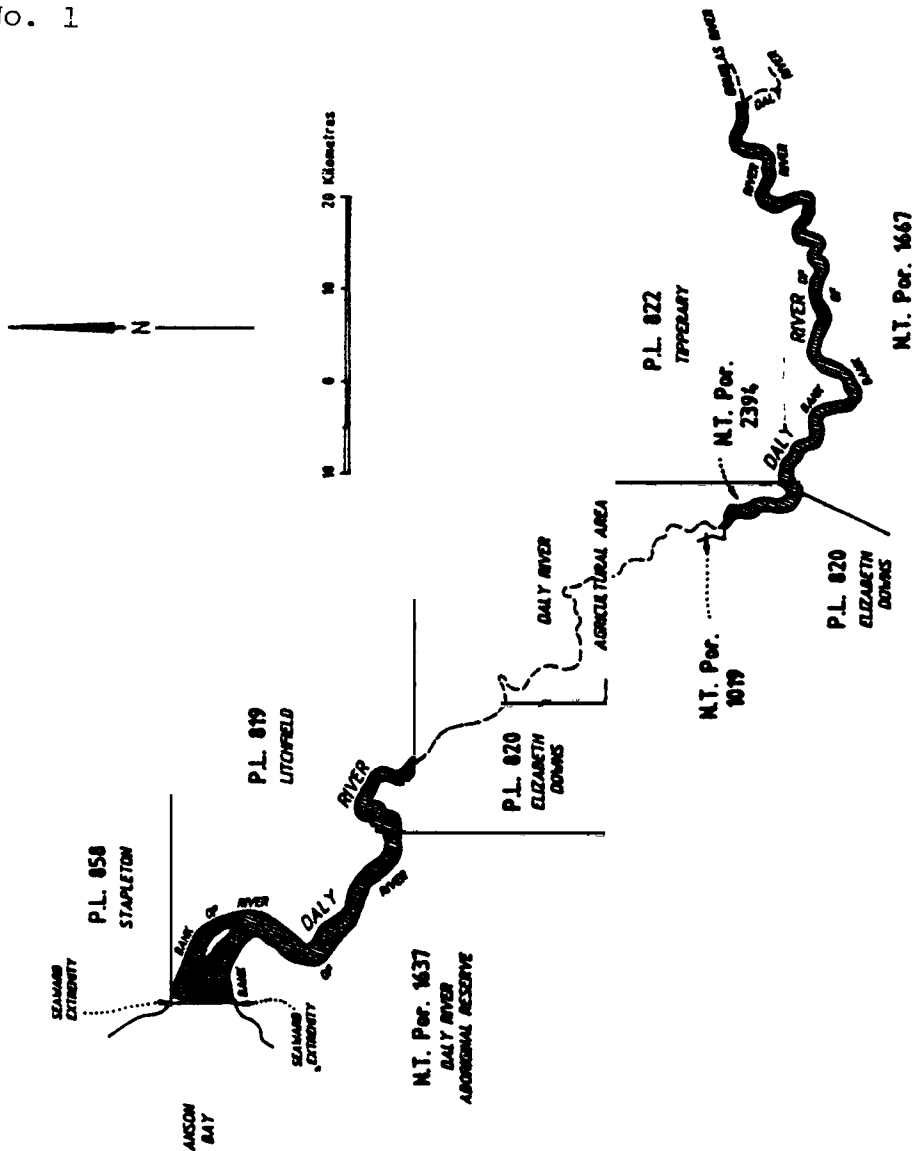
All that parcel of land in the Northern Territory of Australia bounded by lines described as follows: Commencing at the most easterly northeastern corner of Pastoral Lease 618 (Wollogorang) thence generally northwesterly by the northeastern boundary of the said pastoral lease to the

seaward extremity of the right bank of the Calvert River
thence northwesterly by part of a straight line joining the
seaward extremity of the right bank of the Calvert River
with the seaward extremity of the left bank of the Calvert
River to the low water mark of the right bank of the Calvert
River thence generally southeasterly by the low water mark
of the Gulf of Carpentaria to a point due north of the most
easterly northeastern corner of Pastoral Lease 618
(Wollogorang) thence south to the point of commencement.

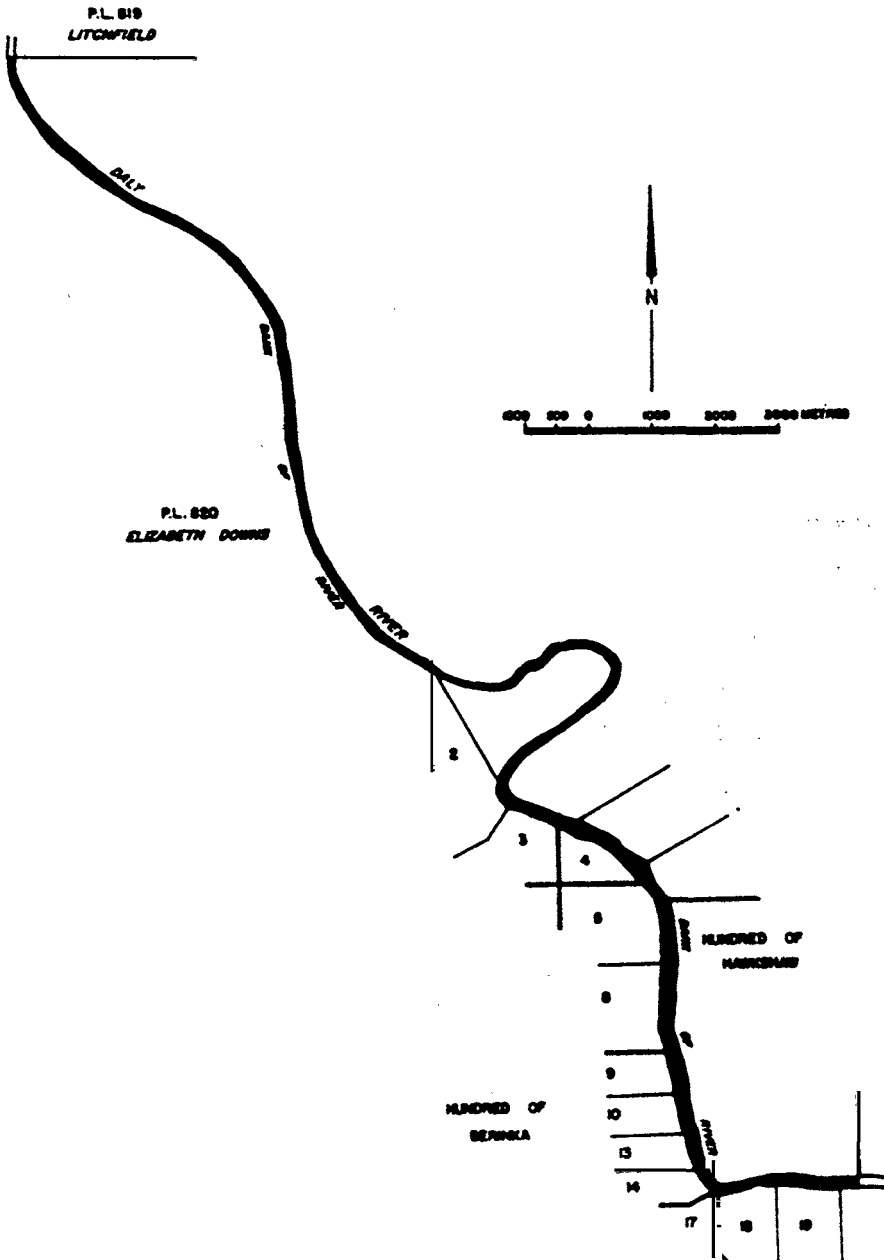
PART B - INLAND WATERS AND ADJACENT LAND

All the beds and banks of, and islands in, the rivers,
streams and estuaries, and other adjacent lands, in
the Northern Territory of Australia as shown hatched
in the various plans numbered 1 to 21 inclusive in
this part of the Schedule.

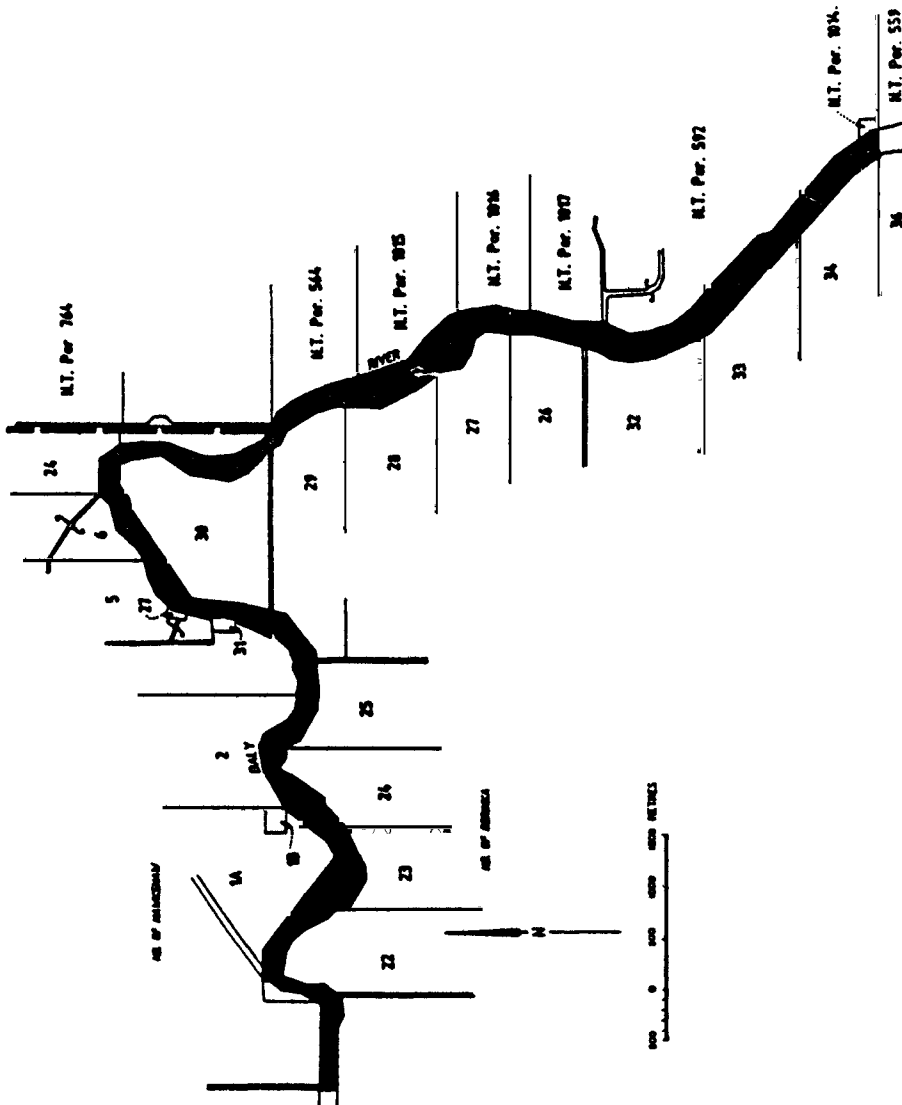
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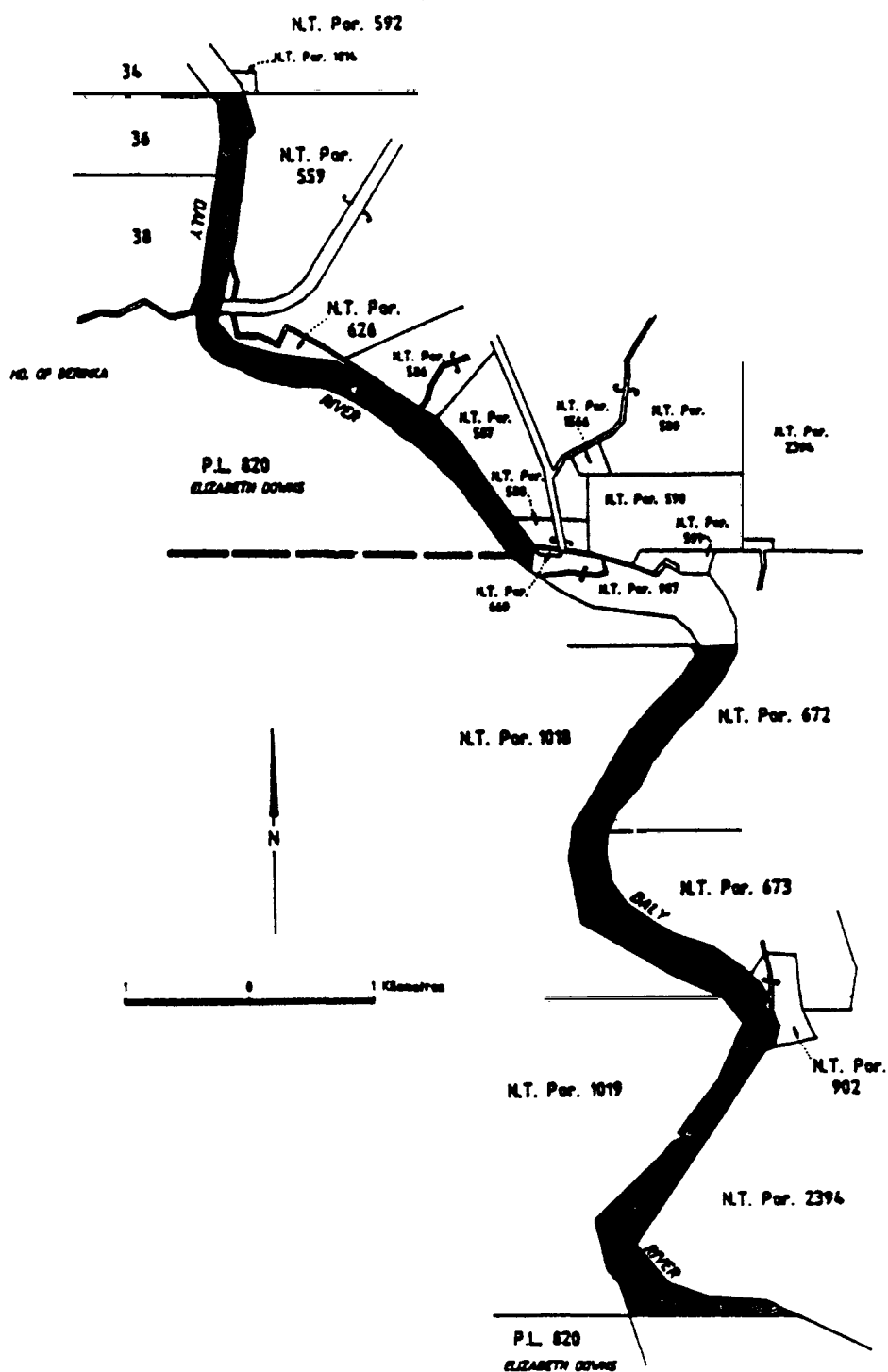
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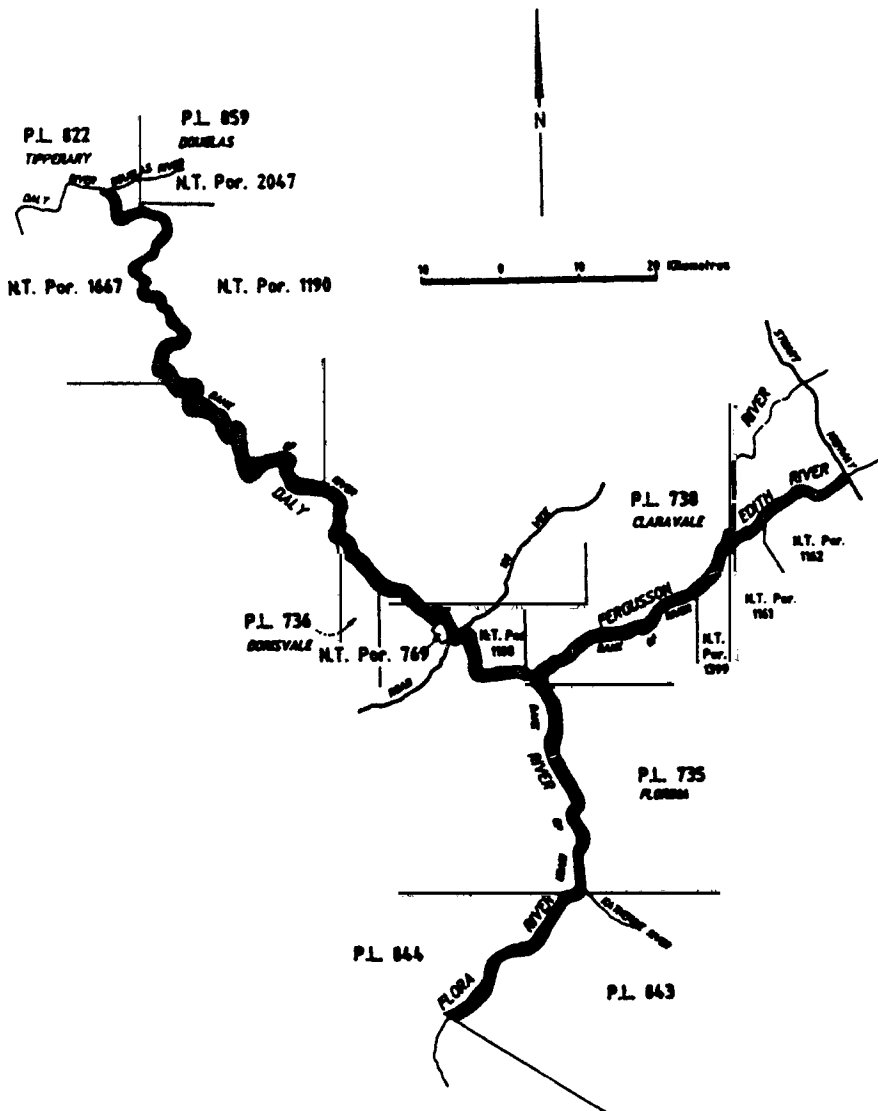


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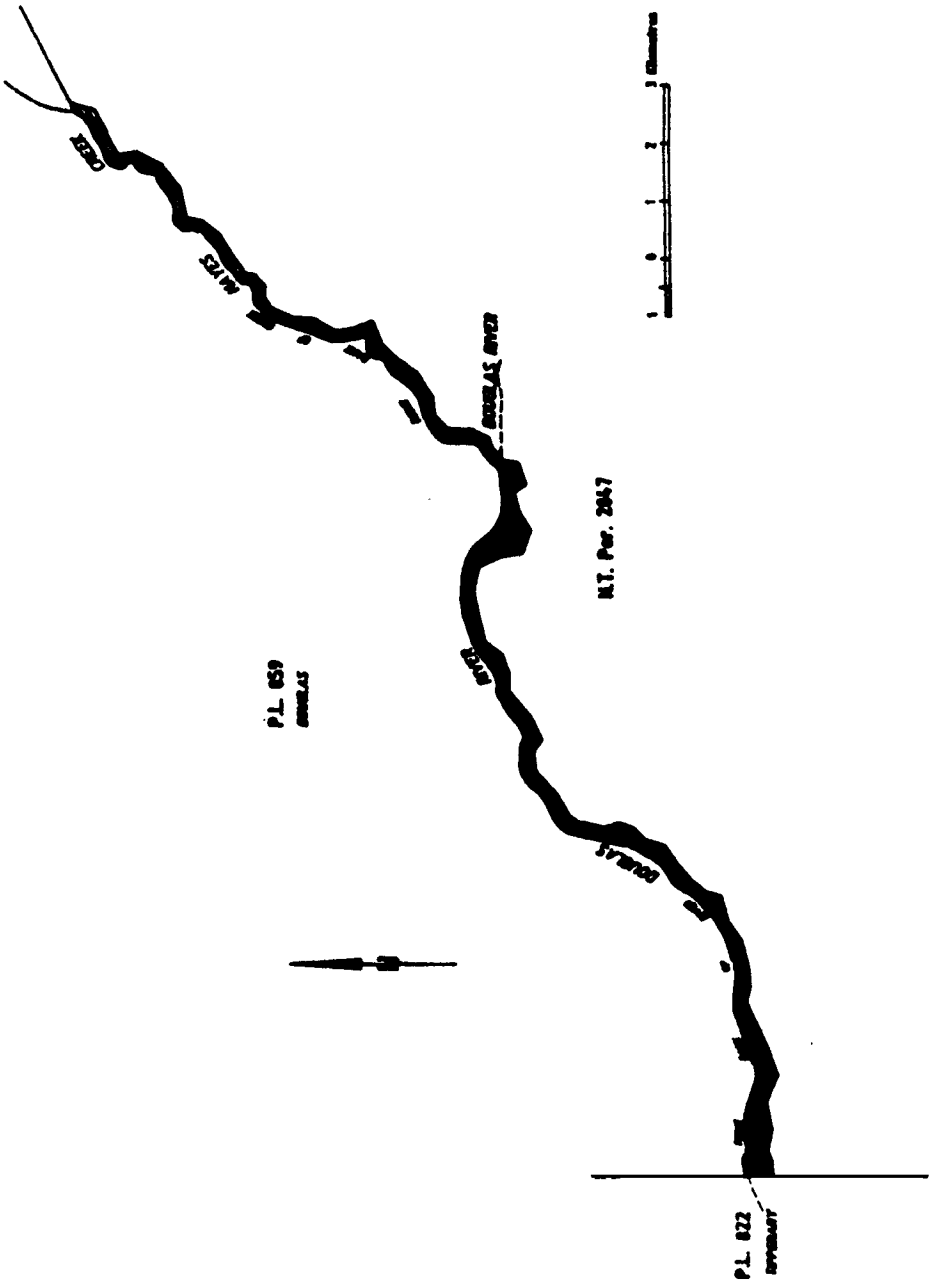


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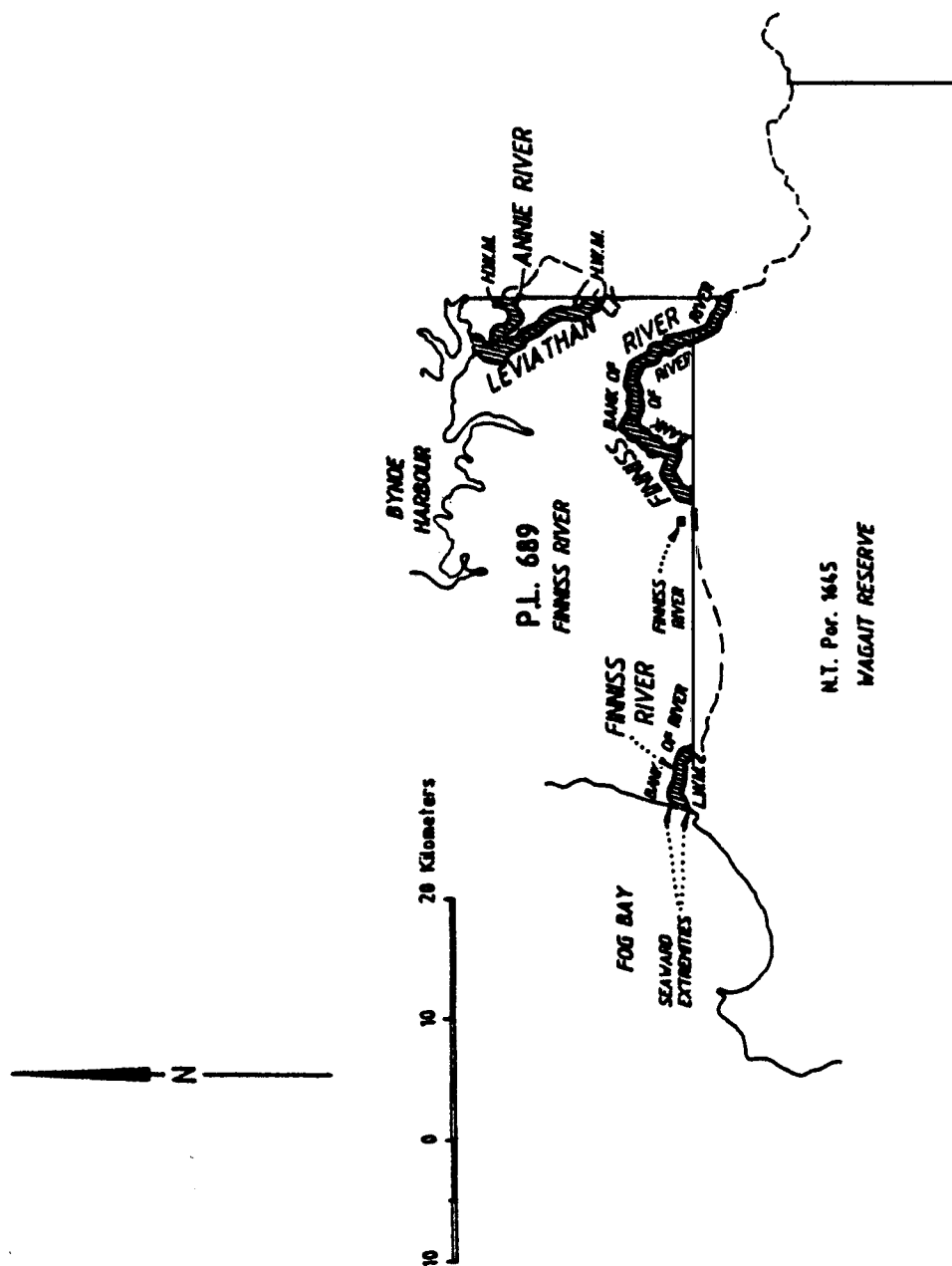


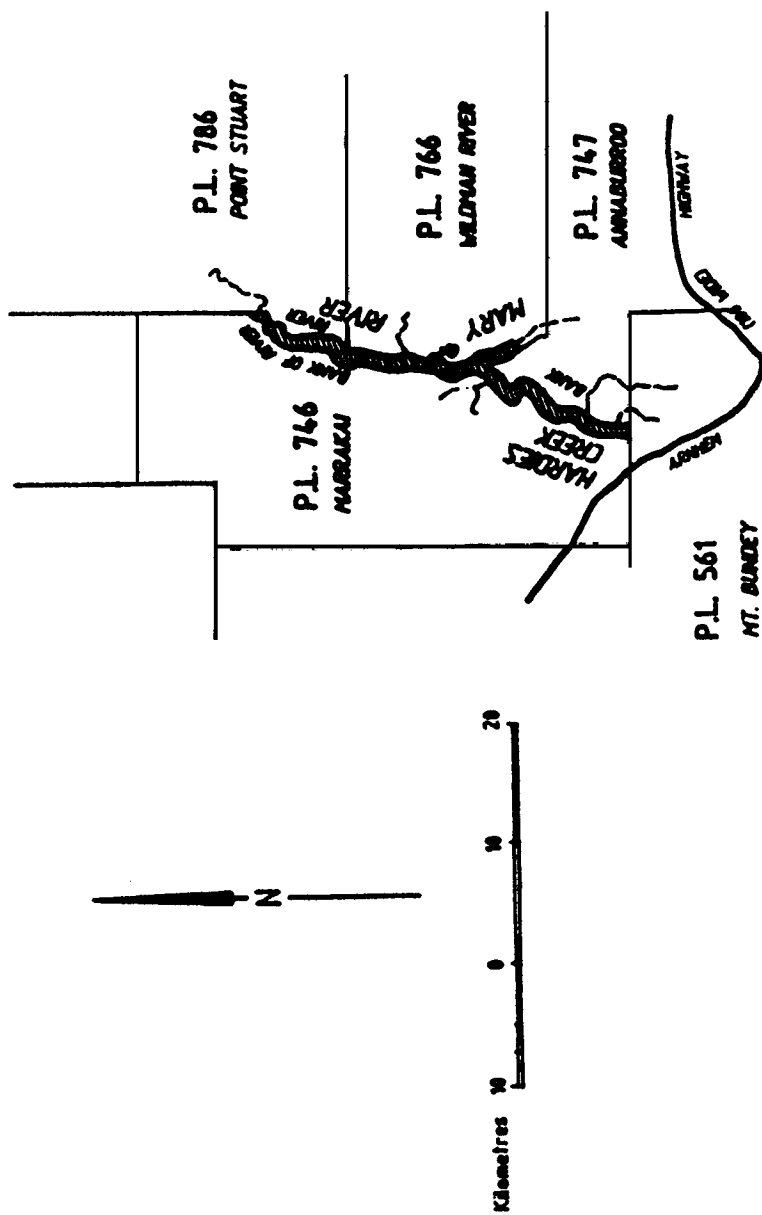


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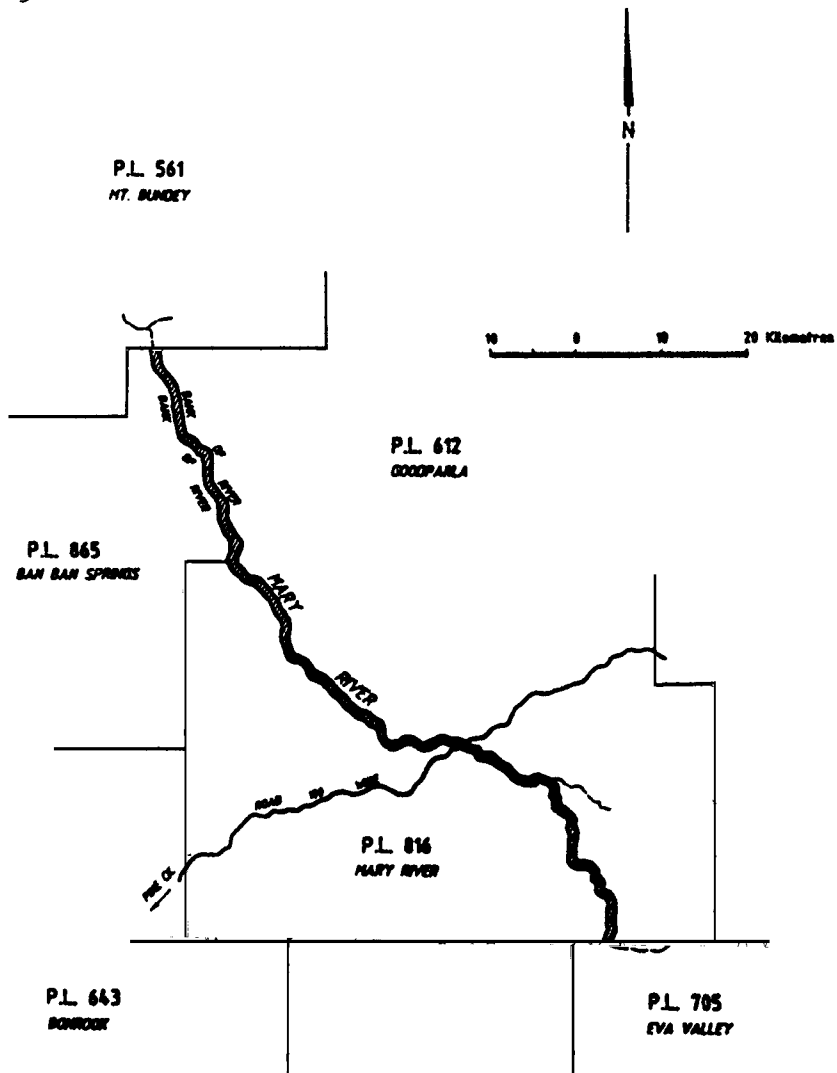


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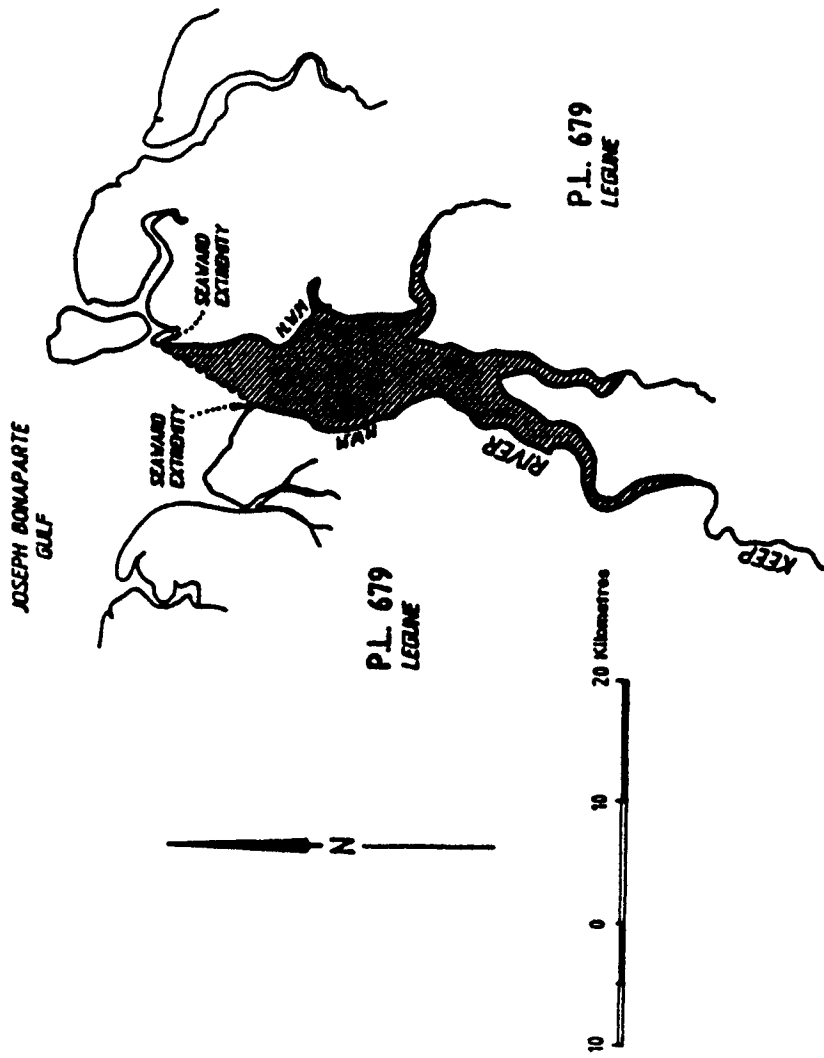




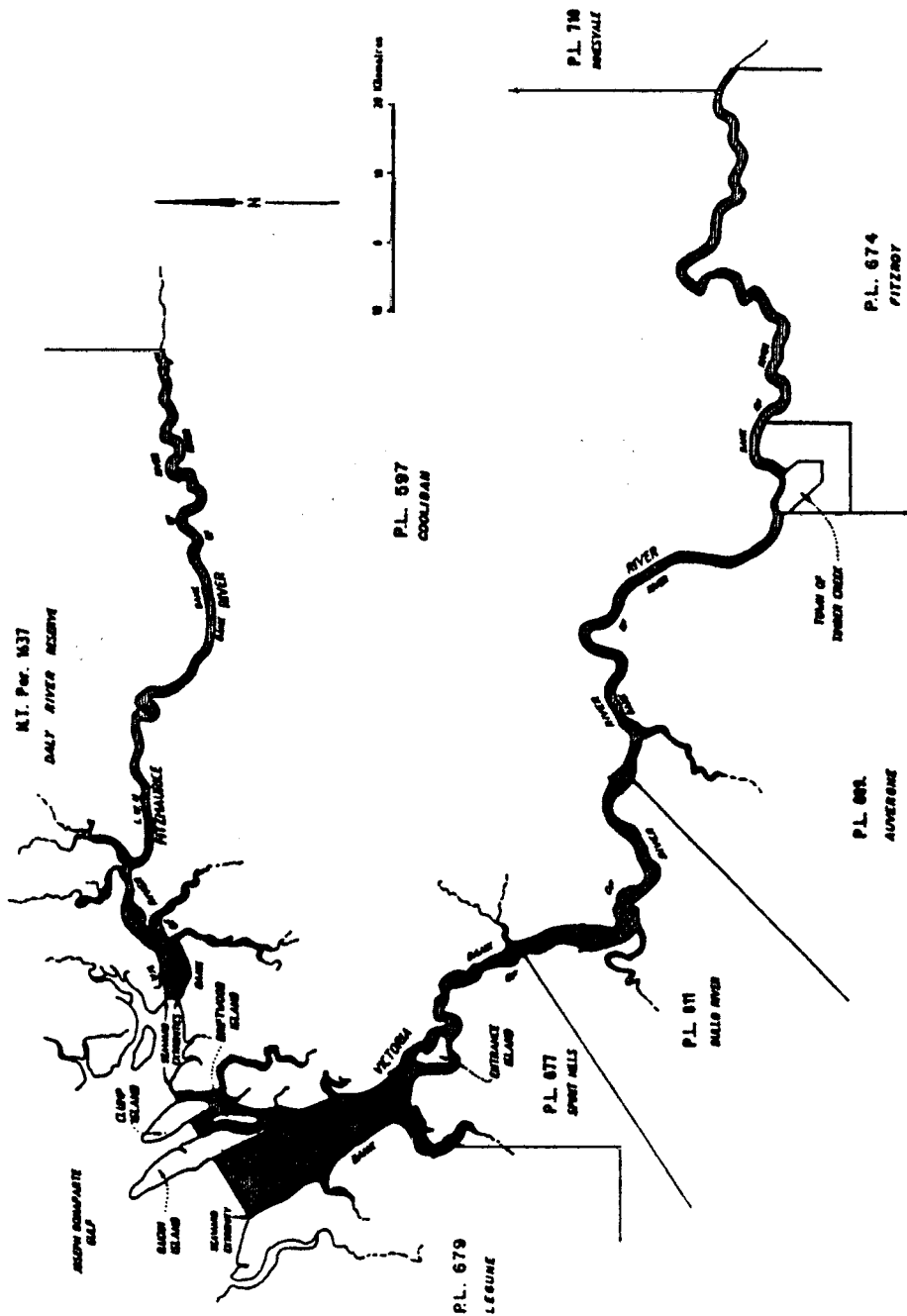
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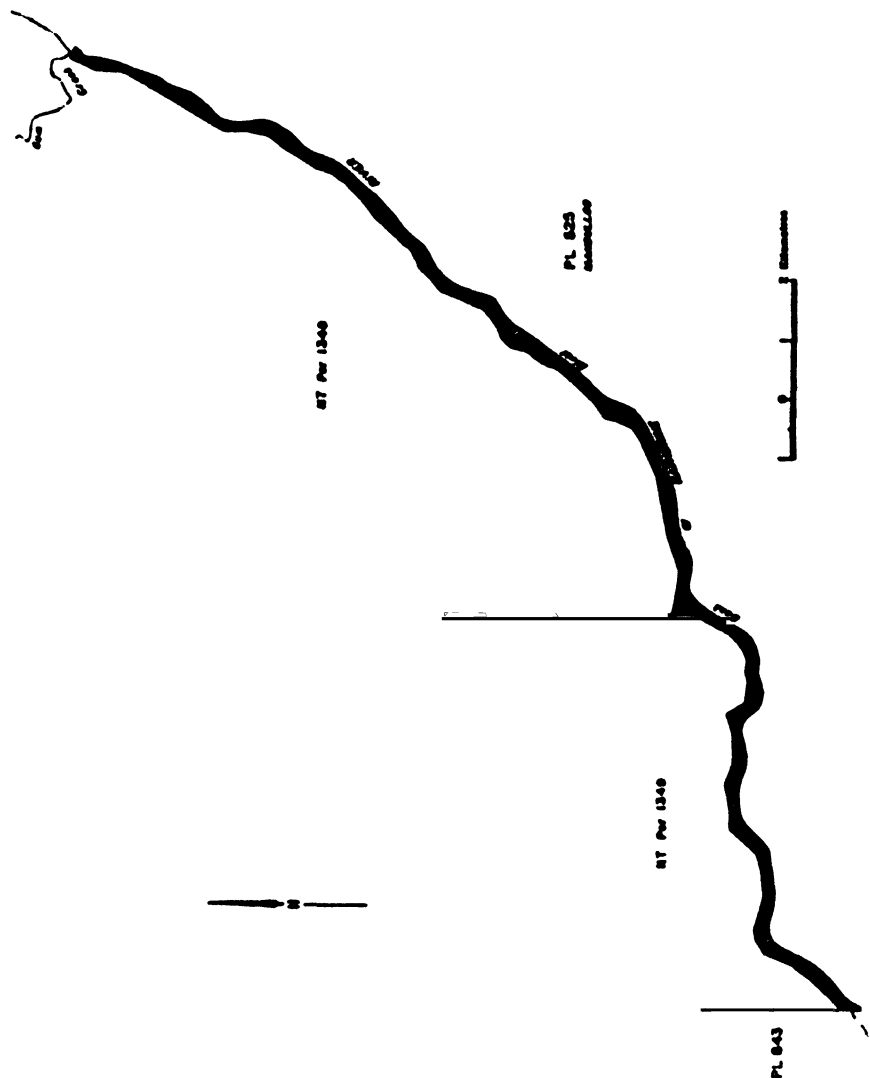


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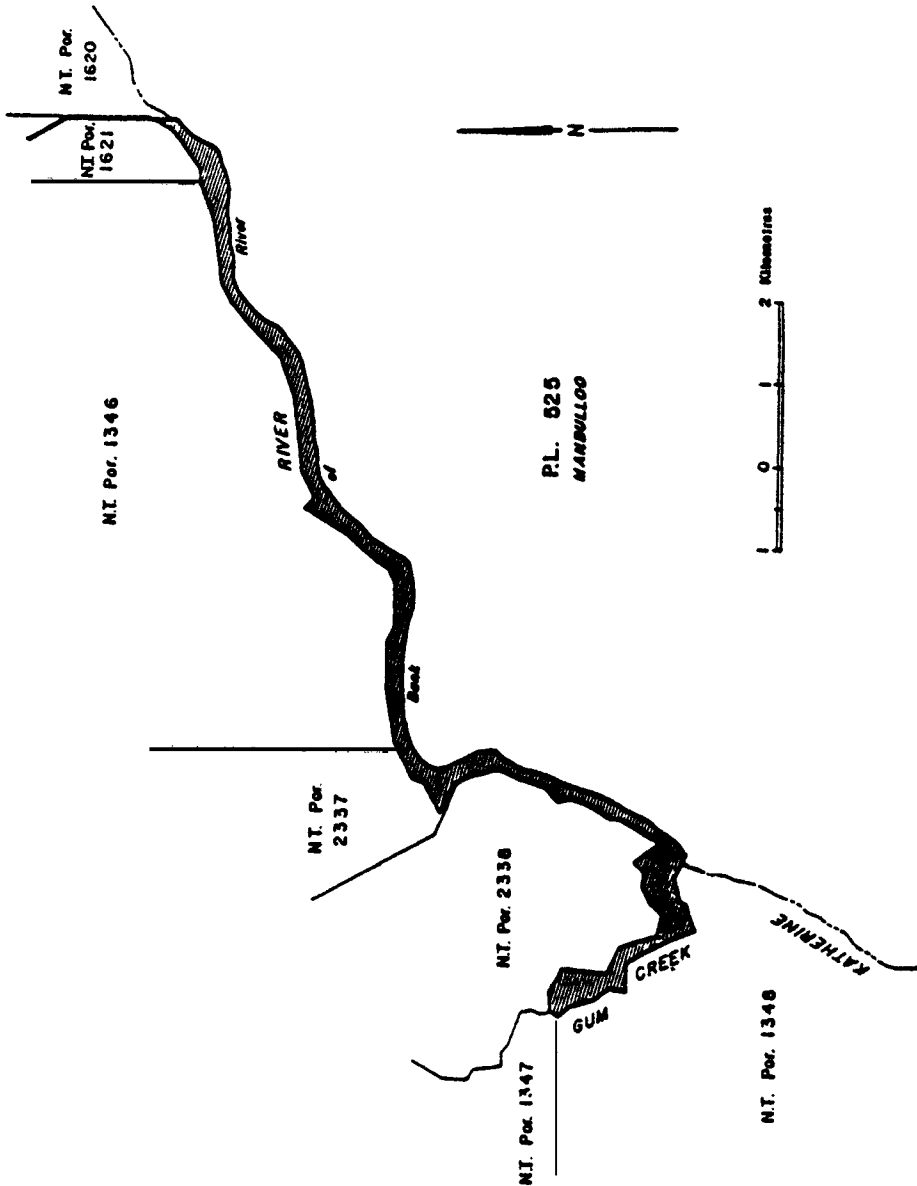


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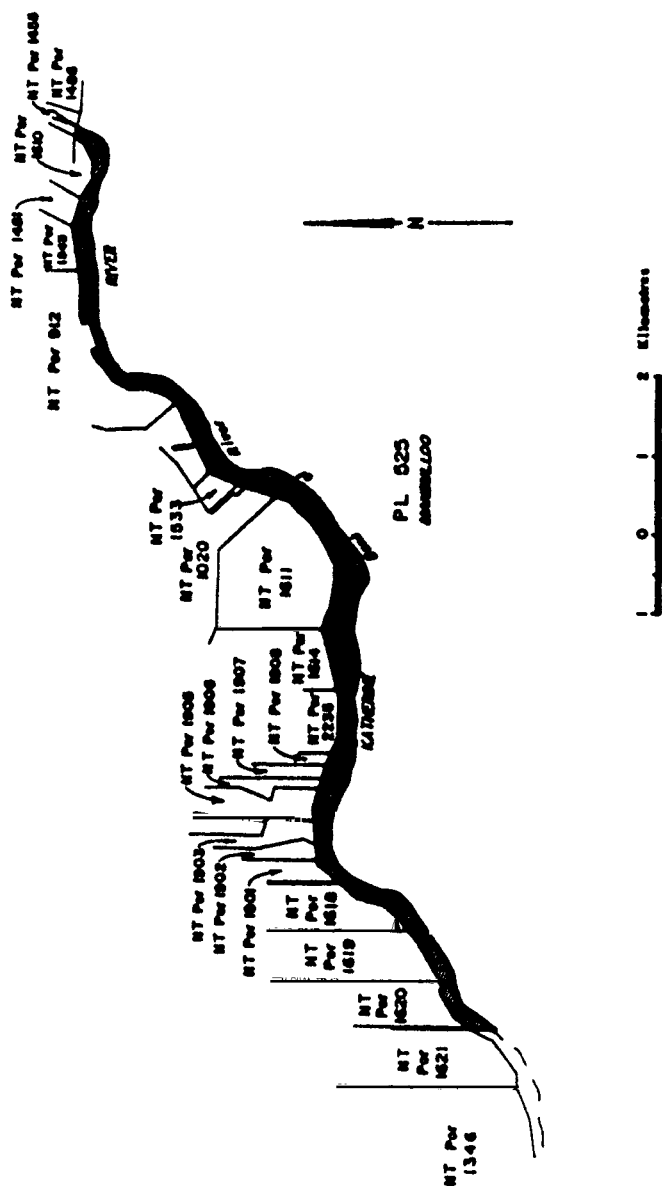
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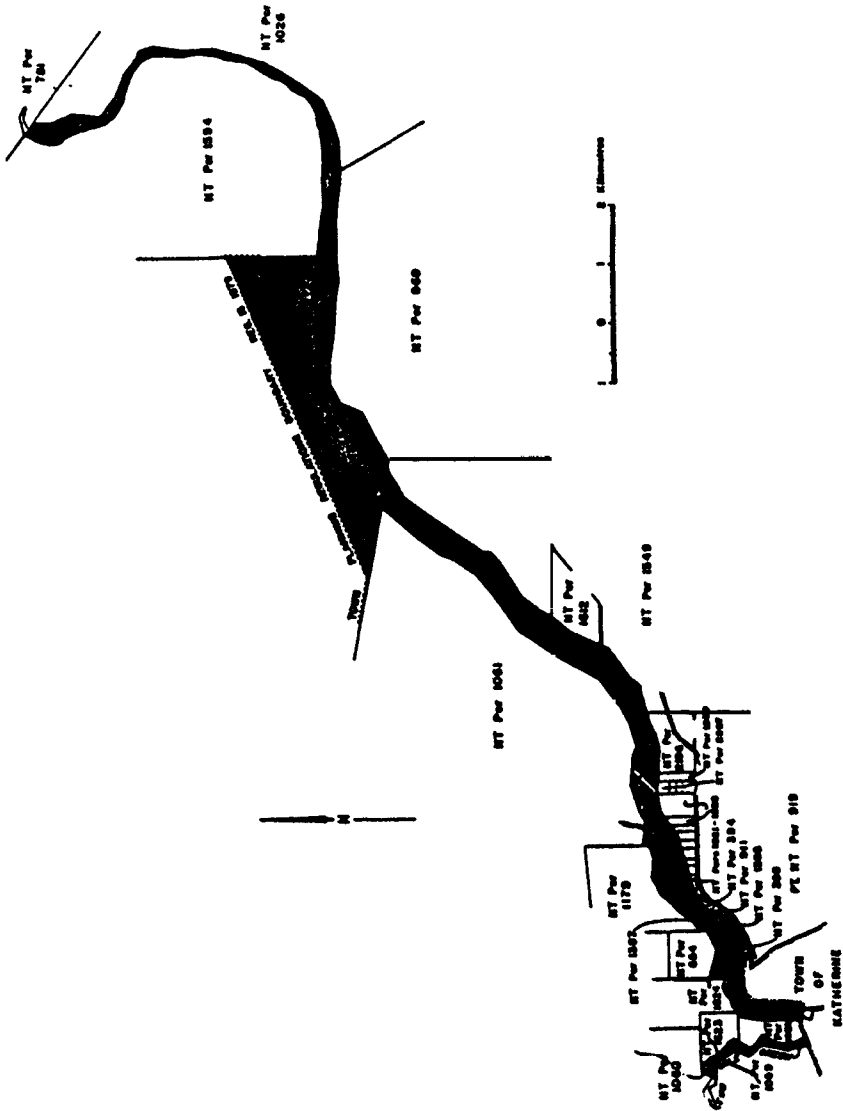


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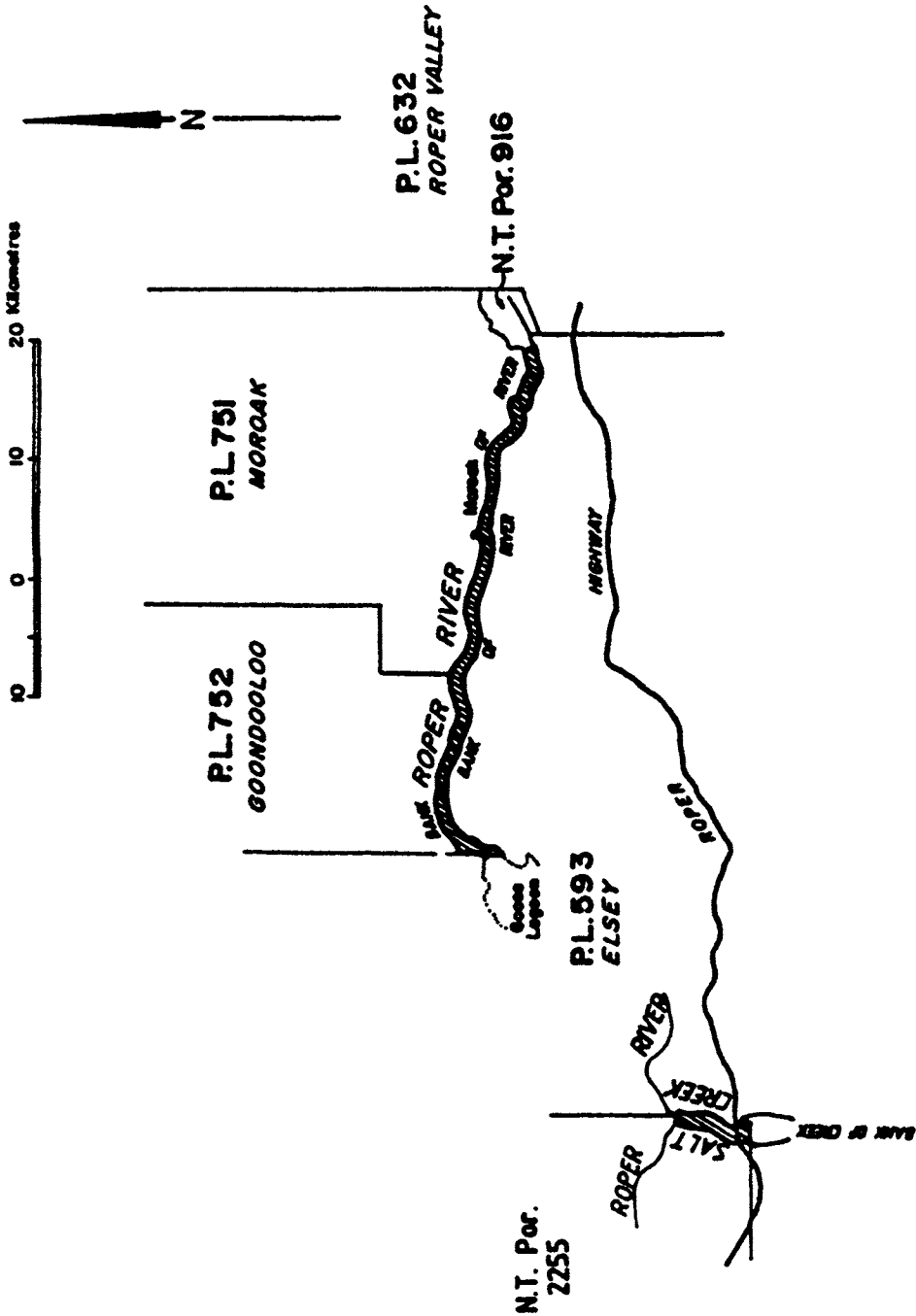


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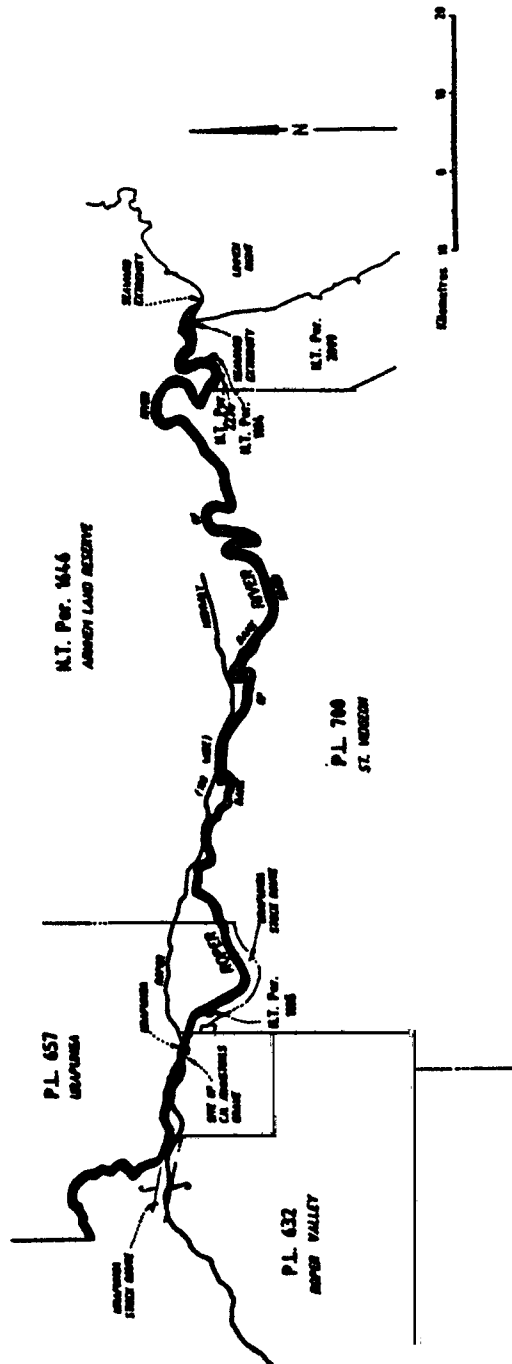
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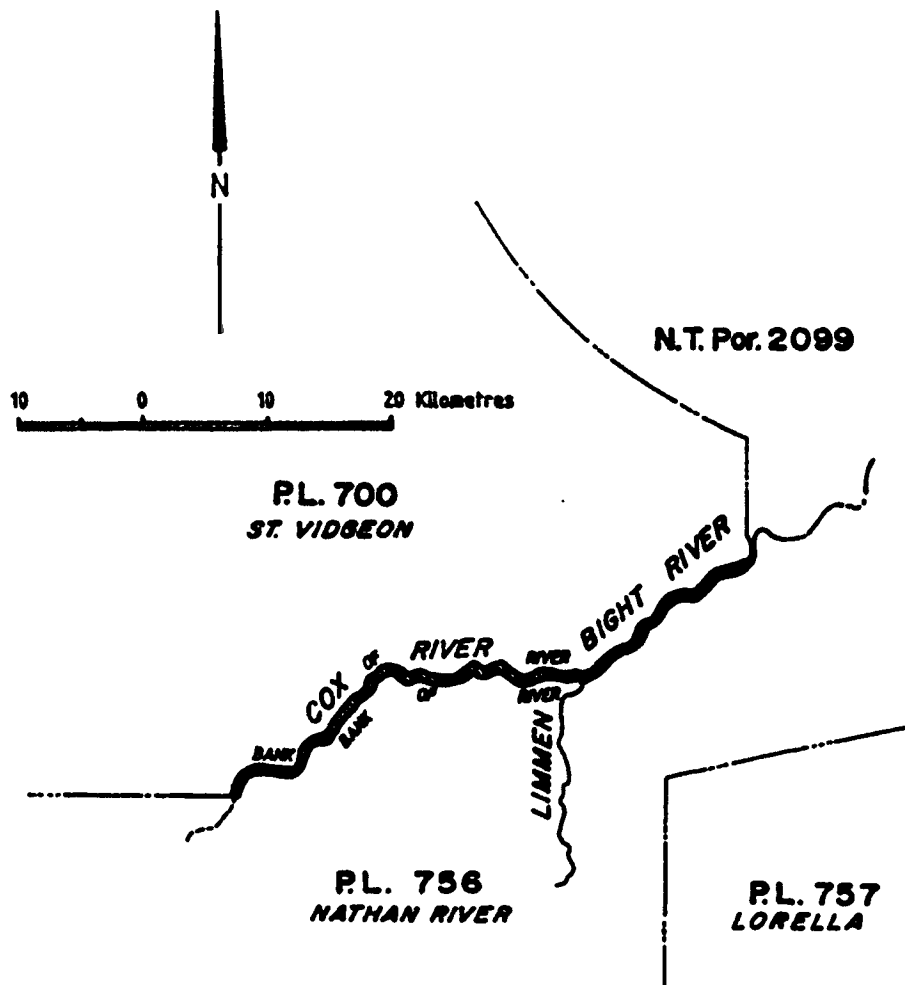
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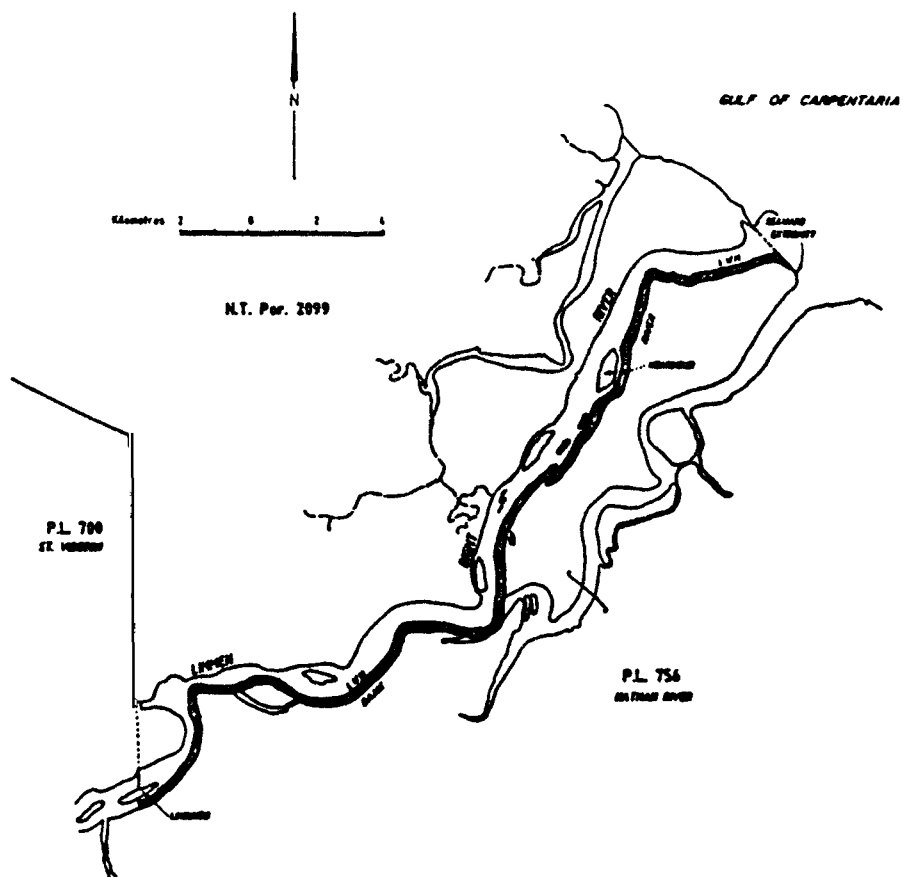
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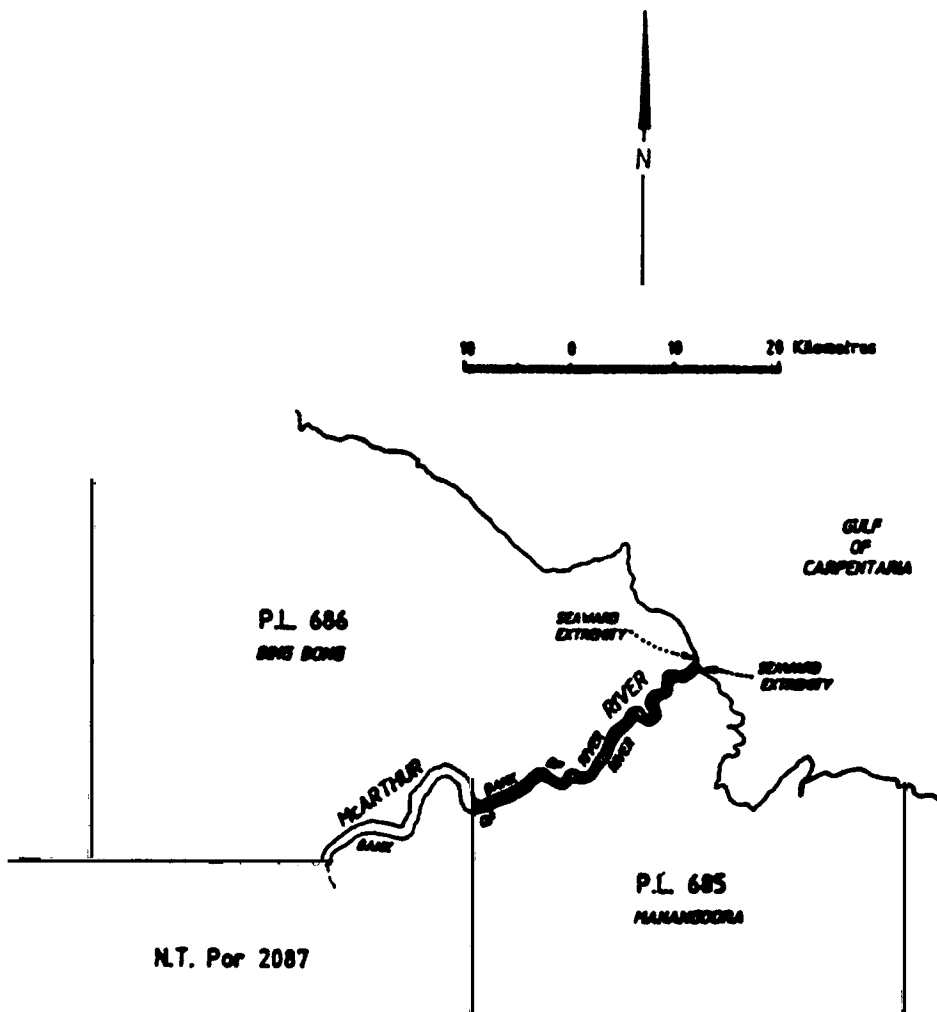
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No. 19



No. 20



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