

## **MINERAL EXPLORATION CODE OF PRACTICE \***

Mineral Resources Tasmania has released the fourth edition of the Mineral Exploration Code of Practice. The Code is designed to provide basic information to those engaged in, or contemplating engaging in, mineral exploration. It contains guidance in how to obtain an exploration licence, the rights and duties of licence holders and a range of other matters.

The Code is designed to provide those engaged in mineral exploration, or those contemplating doing so, with an a compendium and synopsis of the relevant regulatory provisions affecting mining in the State of Tasmania. It incorporates such useful information as the relevant licences needed for particular activities, and the statutory and administrative costs imposed upon those licences. A summary of the obligations of mining operations is also provided, indicating in brief the form and content of satisfactory annual and quarterly reports.

The Code is particularly useful in that it provides details of the new provisions applicable to land use under the new Regional Forestry Agreement for Tasmania. These measures are new, and the legislation designed to implement them is complex, and not easy to follow. The Code provides an excellent summary of the consequences for mining of the legislative measures, and therefore is a useful resource for CEOs and mine managers. Among other things, the Code indicates areas unavailable for exploration, or designated "high quality wilderness". It also gives introductory information on biodiversity, aboriginal heritage, ownership of minerals and community consultation.

In short, the Code is an excellent publication, and should be obtained by anyone engaged in mining operations in Tasmania.

## **WESTERN AUSTRALIA**

### **MINING LEASE – ALLEGED AGREEMENT TO TRANSFER – BREACH – PROPRIETARY ESTOPPEL – SPECIFIC PERFORMANCE\*\***

*Amethyst Gold Pty Ltd v Robin John McDowell and others*

(Warden's Court, Mt Magnet, 27 October 1999)

McDowell was the registered holder of Mining Lease 59/405 ("the Daffodil").

Amethyst claimed that by an agreement made in or about October 1998 McDowell agreed to sell, transfer and assign the Daffodil to Amethyst, but in breach of the agreement McDowell had transferred the Daffodil to Woods.

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\*\* Stephen Doyle, Jackson McDonald, Perth.