

**IN THE WARDEN'S COURT OF QUEENSLAND  
HELD AT BRISBANE**

**IN THE MATTER OF:**      **DETERMINATION OF COMPENSATION IN RESPECT  
OF MINING LEASE APPLICATION NUMBER 90133  
PURSUANT TO SECTION 281 OF THE MINERAL  
RESOURCES ACT 1989.**

**BEFORE:**                      **A.J. CHILCOTT, ACTING MINING WARDEN**

**APPLICANT:**                **ROBERT BOND CAMERON**

**RESPONDENT:**              **CALTON HILLS PTY LTD**

**MINING – COMPENSATION – SMALL LEASE –  
LONG TERM – NOMINAL AWARD**

*Mineral Resources Act 1989 s. 281(3)*

**DETERMINATION:**

The landowner and the miner having failed to reach an agreement in respect of compensation this matter was listed for hearing on 29 July 1999.

The applicant miner Robert Bond CAMERON was the only party to appear and give evidence. Under the provisions of the Mineral Resources Act, the Wardens Court has the jurisdiction to determine compensation in the absence of an agreement.

The Applicant applied for a mining lease on 1 December 1997. The lease is required for the purpose of mining for building stone in block/slab. The lease was recommended for grant by the Warden's Court on 20 November 1998. The term recommended was twenty (20) years. The lease area is 4.50 hectares and is situated on Lot 5, CP 865892. For the purpose of this determination, the area will be rounded off to 5 hectares.

The matters which must be considered by the Court are set out in s.281 of the Mineral Resources Act 1989 (the Act).

The miner gave evidence regarding each head of claim under s.281(3) of the Act, however he was unable to offer any estimate that would assist me in assessing compensation in this matter.

It would appear that the land is Class VII or Class VIII and at its highest use suitable for careful pastoral use, which I interpret as low intensity grazing under favorable conditions.

Although section 281 MRA sets out the matters to be considered, it does not define any method of assessment. In *Shaw v. Heritage Holdings Pty Ltd* (1992-93) 14 QLCR 139, the Court at p.14 said:

“The method of assessment remains a matter which will be governed by the facts and circumstances of each case in which event emphasis may shift from one method to another...”

See also *Smith v. Cameron* (1986-87) 11 QLCR 64 and *Oakhill v Mitchell* – Land Court Appeal (unreported 10 March 1998).

The miner gave evidence that probably 10 or 15 metres square will be utilised for a long period of time and the extraction of the material will all be done by hand for initially five to 10 years. There will be no loss to stock livelihood. There will be no severance of any part of the land. The term of the lease is 20 years. The loss of land through a lease of this duration has been accepted by the Land Court as similar to permanent acquisition for a limited time (*Smith v. Cameron supra*).

In this instance I am hampered by the lack of any evidence of valuation or expert evidence. Given the nature of the land and the size of the lease, this is not unusual as the cost of a valuation would far outweigh the quantum of any determination.

Given all the circumstances I am satisfied that a nominal sum of compensation should be awarded and this sum will adequately compensate for those heads of claim which are set forth in section 281(3) and (4) of the *MRA*. (*Oakhill v Mitchell supra*)

I determine that the compensation payable by the miner Robert Bond CAMERON to the landowner Carlton Hills Pty. Ltd. shall be the sum of \$1000.00. To this sum I will add an additional 10 per cent under the provisions of sub-section (4)(e) of s.281 to reflect the compulsory nature of the action taken.

In relation to the terms, conditions and times when payments should be made I take into account the quantum of the order, the size of the lease and the term of the lease. In the circumstances, I order that payment of the full sum of compensation be made within 60 days of notification of grant of the lease.

I draw the attention of the parties to section 281 subsection 6 of the *MRA* which provides:

“(6) An amount of compensation decided by agreement between the parties, or by the Wardens Court or the Land Court on appeal, is binding on the parties and the parties’ personal representatives, successors and assigns.”

Dated at Brisbane this 9 day of August 1999.

**A J CHILCOTT**  
**ACTING MINING WARDEN**