

I certify that this PUBLIC BILL, which originated in the LEGISLATIVE ASSEMBLY, has finally passed the LEGISLATIVE COUNCIL and the LEGISLATIVE ASSEMBLY of NEW SOUTH WALES.

W. S. MOWLE,
Clerk of the Legislative Assembly.

*Legislative Assembly Chamber,
Sydney, 23 October, 1924.*

New South Wales



ANNO QUINTO DECIMO

GEORGII V REGIS.

Act No. 19, 1924.

An Act to ratify a certain contract made between Cement Products, Limited, and the Minister for Public Works relating to the supply of cement for the service of His Majesty. [Assented to, 28th October, 1924.]

BE it enacted by the King's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and Legislative Assembly of New South Wales in Parliament assembled, and by the authority of the same, as follows:—

1. (1) This Act may be cited as the "Cement Con- Short title.
tract Ratification Act, 1924."

(2) This Act shall bind the Crown. **2.**

I have examined this Bill, and find it to correspond in all respects with the Bill as finally passed by both Houses.

R. B. WALKER,
Chairman of Committees of the Legislative Assembly.

*Cement Contract Ratification.*Ratification
of contract.

2. The contract, a copy of which is contained in the Schedule to this Act, is hereby ratified, and may be carried into effect by the Secretary for Public Works.

SCHEDULE

THIS AGREEMENT made the eleventh day of July, one thousand nine hundred and twenty-four, between Cement Products Limited, a company incorporated under the Companies Act, 1899, and whose registered office is situated at Sydney, in the State of New South Wales (hereinafter called the "Company," which expression shall where the context admits include its permitted assigns), of the one part and the Honorable Richard Thomas Ball, the Minister for Public Works of the said State, for and on behalf of His Majesty King George V (hereinafter called the "Minister," which expression shall where the context admits include his successors in office and his and their assigns), of the other part: Whereby it is agreed as follows:—

1. (a) Upon the ratification of this Agreement as provided for by clause 21 hereof, the Company shall commence and thereafter shall proceed continuously with all necessary expedition to prepare and execute all deeds, documents, plans, paper writings, papers, and other preliminary work including surveys, transits, and other preparatory work which may be deemed necessary or advisable, and shall without any unnecessary delay proceed continuously to erect, construct, and establish on the lands described in the Annexure "A" hereto, proper, complete, and up-to-date works, buildings, units, plant, machinery, and apparatus of the best materials, quality, and workmanship which shall be necessary to enable the Company to manufacture and sell hereunder 50,000 tons per annum of Portland Cement as hereinafter described.

(b) The Company shall before the expiration of the period of two years from the ratification of this Agreement as aforesaid, complete such erection, construction, and establishment, and conduct and carry on the said works, buildings, units, plant, machinery, and apparatus and do all necessary acts and things so that it will be able on the day of the expiration of the said period to deliver to the Minister five thousand (5,000) tons of the said cement so manufactured by it if the same were on such day ordered by him under clause 4.

(c) Provided always that should any strike, lock-out, industrial strife or other industrial disturbance, fire, storm, tempest, shortage of water on account of drought, or any other act of God or the King's enemies or force majeure or any interruption for a space exceeding seven (7) days in railway communication in New South Wales, however caused, or any boat or vessel carrying any machinery purchased for the Company founder or be destroyed or delayed for a continuous period of fourteen (14) days at least during the voyage or any machinery so purchased which cannot be satisfactorily replaced or repaired in Australia be jettisoned or damaged in transit, affect the observance or performance of the Company's obligations under this clause, the Minister shall make a fair and reasonable extension of time for the observance and performance of the Company's obligations under this clause.

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2. The Company will manufacture and sell and the Minister will buy, subject to the provisions of this Agreement, fifty thousand tons per annum of Portland cement as hereinafter described for the term of three years, commencing on the day of the expiration of the period of two years from the ratification of this Agreement as aforesaid: Provided that each of the years of the said term shall be increased by the extensions, if any, to which the Company shall become entitled under clause 4.

3. The said cement shall be such as the Company is entitled to deliver under and shall comply in all respects with the standard specification for cement annexed hereto and marked with the letter "B," and the said annexure is deemed to be incorporated herein as if the same were herein set forth at length and the Company will observe and perform and cause to be observed and performed all the provisions thereof on its part and the part of its employees to be observed and performed.

4. The said cement shall be delivered free on rails at Charbon Siding, which is at about one hundred and fifty-three (153) mileage on the Western Line in the said State in such quantities and at or within such time and times as the Minister or his agent shall by notice in writing from time to time direct: Provided that nothing herein contained shall make it obligatory on the part of the Company to deliver at the rate of more than five thousand (5,000) tons per month: Provided always that should any strike, lock-out, industrial strife, or other industrial disturbance, fire, storm, tempest, shortage of water on account of drought, or any other Act of God or the King's enemies or force majeure affect the observance or performance of the Company's obligations under this clause the Minister shall make a fair and reasonable extension of time for the observance and performance of the Company's obligations under this clause.

5. The said cement shall be delivered as aforesaid in bags each of which shall contain about one hundred and twenty-five (125) lbs. of cement, and each of which has first been approved of by the Minister or his agent. The Minister and/or his agent shall make such inspection for approval as aforesaid within fourteen days of receipt of notice in that behalf from the Company, its servants or agents, and in default of such inspection being made within such time the Company shall be entitled to deliver without any such inspection in such bags in good order and condition as the Company may then have. The Minister shall pay to the Company sixpence for every such bag which is not returned to the Company in good order and condition (having due regard to their order and condition on delivery and wear and tear occasioned by taking the same from rail at Charbon Siding to the respective places at which the cement therein is used excepted) within six months from the date of its delivery to the Minister, and the Company shall from time to time produce to the Minister certificates from the proper agents of the Minister stating the number of bags which have not been returned to the Company within the period aforesaid.

6. The Company shall produce to the Minister from time to time certificates from the proper agents of the Minister stating the quantities of the said cement which have been delivered by it as herein provided,
and

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and that the provisions of the said Annexure "B" have been complied with in respect thereof, and that subject to the provisions of clause 5 hereof the bags containing the same have been approved as aforesaid and the number of such bags.

7. The price for the said cement shall be Two pounds seventeen shillings and sixpence (£2 17s. 6d.) per ton of two thousand two hundred and forty pounds (2240 lbs.) delivered as provided in clause 4. The said price is based on the average rates of wages paid in the said State on the fourteenth day of July, one thousand nine hundred and twenty-three, to workmen engaged in the manufacture of Portland cement and/or otherwise in reference thereto as set forth in the annexure marked "C" hereto, and is subject to adjustment as follows, that is to say, if the rates of wages paid by the Company to workmen engaged as aforesaid in or about the manufacture of the cement hereby agreed to be sold shall, by reason of any award or order of any court or other competent authority of the Commonwealth or State, or any industrial agreement duly recorded with any such court or authority, be greater than the average rates of wages aforesaid the amount of the increase thereby occasioned in the cost of the manufacture of the cement hereby agreed to be manufactured and sold shall be added to the said price of Two pounds seventeen shillings and sixpence (£2 17s. 6d.) per ton for cement delivered after any such increase in wages operates, and if the rates of wages paid by the Company to workmen as aforesaid shall be less than the said average rates of wages the amount of the reduction thereby occasioned in the said cost of manufacture shall be subtracted from the said price of Two pounds seventeen shillings and sixpence (£2 17s. 6d.) per ton for cement delivered after any such reduction in wages operates. The Superintendent of Stores of the Department of Public Works (hereinafter called the "Stores Superintendent," which expression shall include the person acting in such office for the time being) shall certify from time to time the amounts which are respectively to be added to and subtracted from the said price of Two pounds seventeen shillings and sixpence (£2 17s. 6d.) per ton under this clause, and his certificate shall, subject to proved error in calculation, be final and conclusive thereof.

8. The Company at all times and from time to time on demand between the hours of 9 a.m. and 5 p.m. on any week-day other than Saturdays and public holidays, will produce to the Minister and his agents and the Stores Superintendent all books, vouchers, documents, and evidence which they or any of them may require to enable him and them to ascertain the rates of wages paid by the Company to any workmen as aforesaid and the extent of any increase or reduction as aforesaid, and will afford the Minister and his agents and the Stores Superintendent and cause all of them to be afforded all information and facilities for such purposes.

9. The Company shall instal and maintain in some convenient position at the place of manufacture of the cement hereby agreed to be sold such faithful, good and properly constructed weighing machines approved by the Minister as he may consider necessary for the purpose of weighing the said cement. Such cement shall be so weighed that the weight of the bags shall not be included in the weight of cement as sold to the Minister.

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10. During the first week of each month the Company shall render a voucher in the prescribed form containing its claims hereunder for the preceding month. No payment shall be made in any case unless and until the Company has furnished the Minister with the certificates of his proper agents herein provided for, and the Company shall not be entitled to demand payment except in accordance with such certificates and payment shall be made to the Company within twenty-one days after such voucher shall have been rendered as aforesaid: Provided that the Minister shall not be bound to pay within such period in cases where it is impracticable to do so.

11. The Company shall not without the previous consent of the Minister in writing agree to sell or dispose of or part with the execution of (whether by appointment of an agent or agents or otherwise), or assign, encumber, or sublet this Agreement or any part thereof, or all or any of the moneys payable under it, or any other benefit whatsoever arising or which may arise under it. Any consent to an agreement for sale, or to dispose of or part with the execution of, or to assign, encumber, or sublet this Agreement or any part, or all or any of the said moneys, or any other benefit aforesaid, shall not discharge the Company from any liability under this Agreement and shall extend only to the permission actually given, and shall not prevent or affect any of the Minister's rights or remedies in respect of other or subsequent breaches of this clause 11: Provided that the Minister shall not withhold his consent to an assignment by the Company to a new Company to be promoted and formed by the Company subject to the conditions that such new Company shall have an allotted share capital of two hundred thousand pounds (£200,000) at least which has been paid for in cash or an obligation to pay for which in cash exists and the Minister is satisfied that any such new Company is owned and controlled separately from and in no way associated with or an adjunct of any other Company to the intent that the object of this Agreement to put and keep a new and independent competitor in the manufacturing and supplying of cement in New South Wales shall not be defeated, and also that such new Company shall execute a deed whereby it agrees to observe and perform the provisions of this Agreement and the Annexure "B" hereto on the part of the Company in the same manner in all respects as if the name of such new Company had been inserted in this Agreement in place of the name of the Company, and provided further that nothing in this clause shall prevent the winding up of the Company after such assignment and the execution of such deed.

12. The Minister and his agents shall at all times between the hours of 9 a.m. and 4 p.m. on week-days other than Saturdays and public holidays, during the continuation of these presents have the right to enter upon and into the said lands and the buildings and works thereon to inspect the same and the units, plant, and machinery thereon or therein, and the Company and its employees will afford him and them all facilities for such purposes.

13. If the Company should before the day of the expiration of the period of two years referred to in clause two hereof, manufacture any Portland cement on the said lands it shall promptly give the Minister full

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full particulars thereof and shall permit him or his agent to take such samples as the Minister or his agent desire, and within fourteen days from the receipt of such particulars the Minister may elect to purchase such cement and the Company shall thereupon sell the same, and the provisions of this Agreement relating to price and payment and delivery shall apply to such sale so far as the same can be applied thereto: Provided that no such deliveries shall take away the right and/or liability of the Company to deliver the full amount of fifty thousand (50,000) tons of cement during each of three years as set forth in clause 2 hereof.

14. Any notice which the Minister is required or entitled to give the Company under this Agreement shall be deemed to be duly given if addressed to the Company and delivered or left at or sent by registered post in an envelope prepaid addressed to its registered office or delivered to the Secretary at the registered office of the Company or left at any building on the said lands or sent by registered post prepaid in an envelope addressed to it at Charbón Siding via Kandos. Any notice sent by registered post shall be deemed to have been served on the Company at the time when the envelope containing the same should have been delivered in the ordinary course of post, and to prove such service it shall be sufficient to prove that the envelope containing the notice was properly addressed and posted by registered post.

15. The sum of five thousand pounds (£5,000) which was paid by the Company to the Minister under and to be held by the Minister as security in respect of the Agreement made the thirteenth day of December, one thousand nine hundred and twenty-three, between the Company of the one part and the Minister of the other part for the supply of cement shall be a deposit to be held by the Minister as security for the due and proper performance and observance of the provisions of this Agreement and of Annexure "B" hereto until the same shall have been completely observed and performed or until this Agreement has been determined by the Minister under the power given to him in that respect by clause 17 hereof, and on such determination the money so deposited shall be forfeited to the Minister and shall be retained by him as liquidated damages. If this Agreement is not determined as aforesaid, and if the Company should make default in the observance or performance of any provision of this Agreement or of the said Annexure "B," the amount of all loss and damages, whether liquidated or otherwise, which the Minister shall have sustained thereby may be deducted from the sum so deposited to the extent thereof, and the balance, if any, shall be a debt payable to and recoverable by the Minister from the Company. In no case shall the Company be entitled to require the Minister to return to it the sum so deposited until all questions, claims, and disputes are finally settled. The Minister shall pay half-yearly to the Company interest on the said deposit or on so much thereof as has not from time to time been applied in accordance with the provisions of this Agreement in satisfaction of loss and damages sustained by the Minister at the rate of five pounds (£5) per centum per annum from the date of actual payment to the Minister until the deposit is wholly so applied or repaid or forfeited.

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16. If the Company shall fail to deliver cement of the description and condition it is required to deliver hereunder in such quantities as directed by any notice under clause 4 or any part thereof at or within the time or times therein stated or as extended by such clause—

- (a) the Minister shall be entitled to purchase such quantity of Portland cement as the Company has so failed to deliver from any other corporation or person at such price as he shall see fit at the risk and expense of the Company, and all loss and expense which the Minister may sustain by reason of such failure to deliver on the part of the Company shall be a debt due to and be recoverable by the Minister from the Company, and the quantities of cement so purchased may at the option of the Minister be deducted from the quantity which the Minister has agreed to purchase from the Company by clause 2 or at the option of the Minister ;
- (b) the Company shall pay to the Minister as liquidated damages a sum calculated at the rate of threepence per one hundred and twenty-five (125) lbs. for each one hundred and twenty-five (125) lbs. not delivered as aforesaid for each day or part thereof the Company shall fail so to deliver.

17. In the event of the Company being wound up either voluntarily or by order of the Court, or if the Company shall make default in the observance or performance of any provision contained in this Agreement or in the said Annexure " B " hereto the Minister may by notice in writing call upon the Company to show cause within a period therein limited why he should not determine this Agreement, and if the Company fails in the opinion of the Minister (which shall be final and conclusive thereon) satisfactorily to show such cause within the said period the Minister may immediately determine this Agreement without prejudice to his rights and remedies in consequence of any such or other default.

18. If the Company shall make default in the observance or performance of any provision contained in clause 1, or if the Company shall fail to deliver cement of the description and condition it is required to deliver hereunder in such quantities as directed by any notice under clause 4 or any part thereof at or within the time or times therein stated or as extended by such clause, the Minister may by notice in writing call upon the Company to show cause within a period therein limited why it should not be taken that the Company has repudiated this Agreement, and if the company fails in the opinion of the Minister (which shall be final and conclusive thereon) satisfactorily to show such cause within the said period the Company shall be deemed to have repudiated this Agreement, and the damages and loss sustained by the Minister by reason of such repudiation shall be immediately recoverable by him from the Company without prejudice to his rights in respect of any previous default.

19. None of the provisions of this Agreement or the said Annexure " B " which are to be observed or performed on the part of the Company or its employees shall be varied, waived, discharged, or released unless by the express consent in writing of the Minister.

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20. (1) Subject to and without impairing in any way the finality of any opinion certificate or other act or instrument of the Minister or any other person by or under any provision of this Agreement or the said Annexure "B," if any dispute or difference shall arise between the Minister and the Company touching this Agreement or the said Annexure "B" or the construction of them or either of them, or the rights, duties, or obligations of any person or corporation under them or either of them, or as to any other matter in anywise arising out of or connected with the subject-matter of this Agreement or the said Annexure, the same shall be referred to the Board, which shall inquire into it and may hear evidence in respect thereof and shall decide the same and may make such order as to costs or otherwise as to the Board shall seem just.

(2) The Board shall have full control of the procedure to be followed in any such inquiry, and may decide in each case whether the parties may be represented by counsel, solicitor, or agent.

(3) The decision of the Board as to all matters of fact which are disputed in such inquiry shall be final and binding on all parties.

(4) Should the Company not be satisfied with any decision of the Board on a point of law the Company may within fourteen days require the Board to state its decision in the form of a special case. And unless the Company so require the Board to state its decision in the form of a special case within the time mentioned the Company shall be taken to be satisfied with the decision of the Board and shall be bound thereby.

(5) If the Company require the Board to state its decision in the form of a special case the Company may institute proceedings as may be necessary in order that such special case may be submitted without any pleadings for the opinion and final decision of the Supreme Court with power to the judges upon the hearing thereof to draw conclusions of fact and to vary or refer back the said decision to the Board, and such final decision may be entered up as a judgment of the Supreme Court by either party to the Agreement under section 56 of the Common Law Procedure Act, 1899, but if any special case be so stated the taxed costs of both parties of and incidental thereto and of signing judgment as aforesaid shall be added together and the Company shall bear the proportion of such total sum which the amount disallowed shall bear to the amount claimed by it and the balance shall be borne by the Minister.

(6) The Company shall have no right of action or suit against the Minister in any court under or in respect of this Agreement or the said Annexure "B" or for any breach thereof, or failure or delay or default thereunder, or otherwise or arising out of or in connection with the premises except--

(a) for accounts admitted to be payable by the Minister or amounts decided by the Board under these conditions to be due; or

(b) for the purpose of having a special case stated to the Supreme Court as hereinbefore provided.

(7) The decision of a majority for the time being of the Board shall be as binding as the decision of the Board, and a majority for the time being of the Board shall have and may exercise all the powers of the Board.

(8)

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(8) The expression "the Board" means the Board of Advice and Reference of the Department of Public Works comprising such officers of the Public Works Department or other Department of the Government service designated officially or otherwise as may have been or shall from time to time be appointed members thereof by His Excellency the Governor and the Executive Council.

21. This Agreement is subject to ratification by the Parliament of the said State and if it is not ratified by Parliament before the end of the session of Parliament now current it shall be null and void.

22. In this Agreement and Annexure "B" the word "month" shall, unless the context otherwise requires, mean calendar month.

ANNEXURE "A."

That part of portion 60, parish Clandulla, county Roxburgh, lying to the east of the Government Railway, Sydney to Coonabarabran, and containing about $7\frac{1}{2}$ acres, and also that part of portion 157 of the same parish situated at the north-west corner of that portion and being about $5\frac{1}{2}$ chains in width east and west and about 17 chains in length north and south and containing about 10 acres.

ANNEXURE "B."

STANDARD SPECIFICATION FOR CEMENT.

Cement as soon as manufactured shall be stored by the Company in sheds or bulk silos approved by the Superintendent for a period of at least sixty days after manufacture, the date of which shall be furnished by the Company to him or his agent, and if the Superintendent or his agent considers that the cement after such period is not sufficiently aerated he may direct it to be further stored by the Company as aforesaid until it is aerated to the satisfaction of the Superintendent or his agent. The said sheds and silos and the cement stored therein shall subject to this Annexure and the Agreement be under the sole control of the Superintendent or his agent, but neither of them nor the Government of the said State shall incur any responsibility or liability in respect thereof in consequence of the Superintendent or his agent having such control. In no case shall any cement under test be removed from such control.

The Company will apply to the Superintendent or his agent on such forms as the Superintendent shall from time to time approve to test hereunder cement in the said sheds or silos before seven days after being ground, and with every such application will pay to him for such testing the fee of Three pounds (£3) for every One thousand five hundred (1,500) bags or if in bulk eighty-three (83) tons or part thereof respectively.

No such single application shall be made in respect of a greater quantity of cement than Three thousand (3,000) bags, or if in bulk One hundred and sixty-six (166) tons.

The tests hereunder shall proceed and be made in respect of each application separately, but notwithstanding anything in this Annexure contained if the Superintendent should in respect of any one application certify

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certify that the cement has been found not satisfactory then although he has certified in respect of other applications that the cement is satisfactory, the whole contents of the said shed or silo containing the cement shall be deemed to have been certified as not satisfactory and no part thereof shall be delivered under the Agreement, and any retesting hereunder shall be a retesting of the whole contents of the said shed or silo, and shall be applied for by the Company accordingly.

After receipt of every such application, the Superintendent or his agent will take such samples of the cement applied to be tested as the Superintendent considers necessary. All such samples shall become the property of the Minister, and no payment shall be made therefor to the Company.

The procedure in sampling shall be as follows, but may be modified or extended from time to time by the Superintendent. Setting samples shall consist of approximately eight (8) ounces in weight, and shall be selected from different positions in the said silo if the cement is in bulk or from the centre of bags if it is in bags in the proportion of one bag in every seventy-five (75) bags. The positions and bags from which such samples will be taken shall be as indicated by the Superintendent or his agent.

For the aggregate test samples to bulk thirty (30) lbs. when mixed will be taken from the same positions in the silos or bags as those from which the setting samples are selected.

The Company and its employees will afford the Superintendent and his agents all materials, labour facilities, and assistance for taking samples hereunder.

The following tests shall be applied by the Superintendent:—

Test for fineness (No. 1).

The cement shall be ground to such a degree of fineness that, after being sifted in the sifting machine until there is no escape of cement, the residue on a sieve of 14,400 meshes to the square inch shall not exceed thirteen (13) per cent. and the residue on a sieve of 32,400 shall be not more than twenty-five (25) per cent.

Test for specific gravity (No. 2).

The cement three weeks after being ground shall have a specific gravity of not less than 3.00.

Test for chemical composition (Nos. 3 and 4).

The percentage of insoluble residue in the cement when treated with a twenty (20) per cent. solution of hydrochloric acid shall not exceed two (2) per cent., and the total sulphuric anhydride SO_3 shall not exceed two (2) per cent.

Mode of gauging—Tensile and compressive tests.

The water used for gauging shall be clean and fresh, and both the room and the water shall have a temperature of from 65 to 75 degrees Fahrenheit. For the neat cement tensile tests the quantity of water to be used shall be based on the percentage absorbed by the cement under a pressure of 2,000 lb. to the square inch. For

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For the standard sand tests the quantity of water required is ascertained by dividing the quantity fixed for the neat cement test by four and adding four to the result.

The cement gauged as described shall be filled into moulds and placed under the Bohme hammer, by which one hundred and fifty blows will be given. The briquettes must be completed within ten (10) minutes after gauging. The briquettes and cubes shall then be kept in moist receptacles for twenty-four (24) hours, after which the moulds will be removed and the mixtures placed in fresh water of from 65 to 75 degrees Fahrenheit, or in Deval's hot bath, according to the test to which they are to be subjected.

All briquettes to be used for tensile tests shall have the same minimum area, that of five square centimetres, and the cubes to be used for compressive tests shall have a square surface of 50 square centimetres (7.75 inches).

For the neat cement setting tests the cement mixed with the proper quantity of water shall be placed in the Faija Mixing Machine and given fifty (50) turns during the period of one minute, it will then be placed in a cylindrical mould forty (40) millimetres deep, and a plunger three hundred (300) grammes ($10\frac{1}{2}$ oz.) in weight and one (1) centimetre ($\frac{3}{8}$ inch) in diameter allowed to sink into it until it reaches a depth of twenty (20) millimetres, when the mixture is deemed to be of the proper consistency.

Tests for setting time (No. 5).

The commencement of set shall be in not less than one hour after gauging, and the cement shall be set hard in not less than three (3) hours and in not more than twelve (12) hours after gauging.

The cement shall be gauged as shown under the heading "Mode of Gauging," and shall be completed and filled into the Vicat Mould before signs of setting occur.

The initial and final setting times shall be determined by means of the Vicat Needle Apparatus.

The cement in the mould is placed under the needle and the commencement of set is estimated as when the needle one (1) millimetre (0.039 inches) in diameter loaded to $10\frac{1}{2}$ oz. generally applied does not completely pierce the cement. The period between the time when the cement is filled into the mould and the time at which the needle ceases to pierce the cement completely is the commencement of set above referred to, and the cement shall be considered to be set hard when the needle fails to make an impression when its point is gently applied to the surface.

Test for tensile strength—neat cement (No. 6).

Six briquettes having each a minimum area of five (5) square centimetres after one day in air and six days in cold water shall be tested for breaking by the Michaelis Shot Machine. The weight will be uniformly applied at the rate of one hundred (100) lb. in twelve (12) seconds, and the average tensile stress of the six briquettes shall be taken as the tensile strength for the period. This must be not less than 585 lb. to the square inch.

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Six briquettes having the same minimum area after one day in air and six days in Deval's hot bath at a temperature from 175 to 200 degrees Fahrenheit, similarly treated, shall show an average tensile strength of not less than 715 lb. to the square inch.

Test for tensile strength—cement and sand.

For this test the sand used will be obtained from the Nepean River, washed, dried, and sifted through a sieve of 400 meshes to the square inch, and retained upon a sieve of 900 meshes to the square inch.

The cement will be gauged with three times its weight of this standard sand, and the briquettes thus proportioned shall be prepared and tested as in the case of neat cement.

These briquettes shall bear on an average not less than the following tensile stresses before breaking:—

After one (1) day in moist air and six (6) days in cold water, not less than 165 lb. to the square inch.

After one (1) day in moist air and six (6) days in Deval's hot bath, not less than 250 lb. to the square inch.

After one (1) day in moist air and twenty-seven (27) days in cold water, not less than 250 lb. to the square inch.

Test for compressive strength—cement and sand (No. 7).

Cubes comprised of one part of cement and three parts of standard sand shall be prepared and subjected to the following tests:—

Three cubes, after one (1) day in moist air and twenty-seven (27) days in cold water, will be tested for strength in the Amsler Laffon compression machine. These must withstand an average pressure of not less than 2,250 lb. to the square inch.

Three cubes, after one (1) day in moist air, six (6) days in water, and twenty-one (21) days in air at room temperature, must withstand an average pressure of not less than 3,570 lb. to the square inch.

Test for expansion—neat cement (No. 8).

Two prisms, five (5) square centimetres in section and one hundred (100) millimetres long, gauged with one (1) per cent. more water than is used for the tensile test of neat cement, after remaining forty-eight (48) hours in a moist atmosphere shall be measured by Bauschinger's expansion apparatus. The prisms then shall be gradually warmed up to a temperature of Deval's hot bath and placed therein. After remaining in the bath for six (6) days they shall be allowed to cool down with the water to the normal temperature, when they shall be again measured. The difference between the two measurements gives the amount of expansion, which must not exceed 0.10 per cent.

The average expansion of the two prisms shall be accepted as the true expansion of the cement.

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Test for soundness and constancy of volume (No. 9).

Pats of neat cement about three (3) inches square, approximately one-half ($\frac{1}{2}$) inch thick at the centre and tapering to a fine edge, shall be prepared on glass:—

One pat from the bulk sample, after being kept for twenty-four (24) hours in moist air, is placed in cold water of from 65 to 75 degrees Fahrenheit, and is observed at intervals for at least seven (7) days.

Another pat from the bulk sample is kept in moist air at normal temperature and observed at intervals for at least seven (7) days.

A third pat from the bulk sample is kept in moist air for twenty-four (24) hours and then in Deval's hot bath for twenty-four (24) hours.

The pats from the setting samples are kept in moist air for twenty-four (24) hours and then in Deval's hot bath for another twenty-four (24) hours.

These pats, to meet successfully the requirements, must show no signs of cracking, crumbling, or alteration of form.

On the completion of all the tests herein provided for, the Superintendent will issue a certificate giving the results thereof and stating whether or not the tests have been found satisfactory, and such certificate shall be final and conclusive of the matters therein stated and that samples have been duly taken and the tests duly made hereunder.

When any cement has been tested as aforesaid and the Superintendent certifies that it has been found not satisfactory, the Company shall immediately remove the same from the said sheds and silos unless the Superintendent consents to the Company continuing to hold it therein for such time as he shall fix for further testing hereunder at the Company's expense. Within such time the Company shall apply as hereinbefore provided for the testing of such cement accordingly, and if the Superintendent shall then find it to be not satisfactory the Company will immediately remove the same from the said sheds and silos.

Each quantity of cement which is under test or which has been tested shall be kept distinct and separate from all other cement.

When any cement in bags has been tested hereunder and has been certified by the Superintendent to be found satisfactory, he or his agent shall seal each of such bags and stamp the seal with a stamp approved of by the Superintendent.

The only cement which the Company shall be entitled to deliver under the Agreement is cement which has been stored and aerated as aforesaid and which has been tested hereunder and certified by the Superintendent to have been found satisfactory: Provided that where six months or more have elapsed since the date of manufacture of any such cement it shall be retested hereunder but at the expense of the Minister, and if it is then certified by the Superintendent to have been found not satisfactory it shall not be delivered under the Agreement but shall be immediately removed from the said sheds and silos.

The

Cement Contract Ratification.

The Company shall not be required to deliver or the Minister to accept under the Agreement all the cement which has been tested hereunder and certified by the Superintendent to have been found satisfactory, but nothing herein shall affect the observance or performance of the provisions of the Agreement and this Annexure on the part of the Company and the Minister respectively.

In this Annexure the words in inverted commas have the meanings respectively set opposite thereto unless the context otherwise requires:—

“Superintendent” means the Assistant Superintendent of Testing and Inspection of the Department of Public Works or the person acting as such for the time being.

“The Agreement” means the Agreement to which this is Annexure “B.”

“The Minister” and “The Company” have respectively the same meanings as they have in the Agreement.

ANNEXURE “C.”

The average rates of wages paid in the said State on the 14th day of July, 1923, shall be taken to be for the purposes of this Agreement the rates in force on that day as fixed by the Cement Works (State) Award as varied by orders of the Court of Industrial Arbitration and one of which was published in the New South Wales Industrial Gazette, volume 23, page 1041, and in the case of workmen engaged with or in connection with any of the workmen whose wages are fixed by such award as so varied, the average rates of wages paid in the said State on the said day shall be taken to be for the purposes of this Agreement the rates in force on that day as fixed by any award or order of any court or other competent authority of the Commonwealth or State or any industrial agreement duly recorded with any such court or authority.

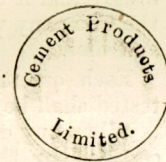
In witness whereof the parties hereto have respectively executed these presents the day and year first above-written.

The Common Seal of Cement Products, Limited, was duly affixed hereto by the two directors whose signatures are opposite, in the presence of—

W. BAIN,
being the Secretary to the Company.

Signed, sealed, and delivered by the Honorable Richard Thomas Ball, in the presence of—
E. H. SWIFT.

L. NAPIER THOMSON.
A. J. SWAN.



R. T. BALL. (L.S.)

In the name and on behalf of His Majesty I assent to this Act.

*Government House,
Sydney, 28th October, 1924.*

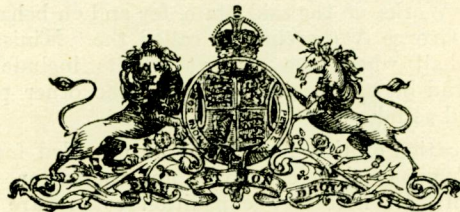
D. R. S. DE CHAIR,
Governor.

This PUBLIC BILL originated in the LEGISLATIVE ASSEMBLY, and, having this day passed, is now ready for presentation to the LEGISLATIVE COUNCIL for its concurrence.

W. S. MOWLE,
Clerk of the Legislative Assembly.

*Legislative Assembly Chamber,
Sydney, 1 October, 1924.*

New South Wales



ANNO QUINTO DECIMO

GEORGI V REGIS.

Act No. , 1924.

An Act to ratify a certain contract made between Cement Products, Limited, and the Minister for Public Works relating to the supply of cement for the service of His Majesty.

BE it enacted by the King's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and Legislative Assembly of New South Wales in Parliament assembled, and by the authority of the same, as follows:—

- 1.** (1) This Act may be cited as the "Cement Con- Short title. tract Ratification Act, 1924."
(2) This Act shall bind the Crown.

Cement Contract Ratification.

2. The contract, a copy of which is contained in the Schedule to this Act, is hereby ratified, and may be carried into effect by the Secretary for Public Works.

Ratification
of contract.

SCHEDULE

5 THIS AGREEMENT made the eleventh day of July, one thousand nine hundred and twenty-four, between Cement Products Limited, a company incorporated under the Companies Act, 1899, and whose registered office is situated at Sydney, in the State of New South Wales (hereinafter called the "Company," which expression shall where the context admits include its permitted assigns), of the one part and the Honorable Richard Thomas Ball, the Minister for Public Works of the said State, for and on behalf of His Majesty King George V (hereinafter called the "Minister," which expression shall where the context admits include his successors in office and his and their assigns), of the other part: **10**
15 Whereby it is agreed as follows:—

1. (a) Upon the ratification of this Agreement as provided for by clause 21 hereof, the Company shall commence and thereafter shall proceed continuously with all necessary expedition to prepare and **20** execute all deeds, documents, plans, paper writings, papers, and other preliminary work including surveys, transits, and other preparatory work which may be deemed necessary or advisable, and shall without any unnecessary delay proceed continuously to erect, construct, and establish on the lands described in the Annexure "A" hereto, proper, **25** complete, and up-to-date works, buildings, units, plant, machinery, and apparatus of the best materials, quality, and workmanship which shall be necessary to enable the Company to manufacture and sell hereunder 50,000 tons per annum of Portland Cement as hereinafter described.

(b) The Company shall before the expiration of the period of two **30** years from the ratification of this Agreement as aforesaid, complete such erection, construction, and establishment, and conduct and carry on the said works, buildings, units, plant, machinery, and apparatus and do all necessary acts and things so that it will be able on the day of the expiration of the said period to deliver to the Minister five **35** thousand (5,000) tons of the said cement so manufactured by it if the same were on such day ordered by him under clause 4.

(c) Provided always that should any strike, lock-out, industrial strife or other industrial disturbance, fire, storm, tempest, shortage of water on account of drought, or any other act of God or the King's **40** enemies or force majeure or any interruption for a space exceeding seven (7) days in railway communication in New South Wales, however caused, or any boat or vessel carrying any machinery purchased for the Company founder or be destroyed or delayed for a continuous period of fourteen (14) days at least during the voyage or any machinery so **45** purchased which cannot be satisfactorily replaced or repaired in Australia be jettisoned or damaged in transit, affect the observance or performance of the Company's obligations under this clause, the Minister shall make a fair and reasonable extension of time for the observance and performance of the Company's obligations under this clause.

Cement Contract Ratification.

2. The Company will manufacture and sell and the Minister will buy, subject to the provisions of this Agreement, fifty thousand tons per annum of Portland cement as hereinafter described for the term of three years, commencing on the day of the expiration of the period of two years from the ratification of this Agreement as aforesaid: Provided that each of the years of the said term shall be increased by the extensions, if any, to which the Company shall become entitled under clause 4.

3. The said cement shall be such as the Company is entitled to deliver under and shall comply in all respects with the standard specification for cement annexed hereto and marked with the letter "B," and the said annexure is deemed to be incorporated herein as if the same were herein set forth at length and the Company will observe and perform and cause to be observed and performed all the provisions thereof on its part and the part of its employees to be observed and performed.

4. The said cement shall be delivered free on rails at Charbon Siding, which is at about one hundred and fifty-three (153) mileage on the Western Line in the said State in such quantities and at or within such time and times as the Minister or his agent shall by notice in writing from time to time direct: Provided that nothing herein contained shall make it obligatory on the part of the Company to deliver at the rate of more than five thousand (5,000) tons per month: Provided always that should any strike, lock-out, industrial strife, or other industrial disturbance, fire, storm, tempest, shortage of water on account of drought, or any other Act of God or the King's enemies or force majeure affect the observance or performance of the Company's obligations under this clause the Minister shall make a fair and reasonable extension of time for the observance and performance of the Company's obligations under this clause.

5. The said cement shall be delivered as aforesaid in bags each of which shall contain about one hundred and twenty-five (125) lbs. of cement, and each of which has first been approved of by the Minister or his agent. The Minister and/or his agent shall make such inspection for approval as aforesaid within fourteen days of receipt of notice in that behalf from the Company, its servants or agents, and in default of such inspection being made within such time the Company shall be entitled to deliver without any such inspection in such bags in good order and condition as the Company may then have. The Minister shall pay to the Company sixpence for every such bag which is not returned to the Company in good order and condition (having due regard to their order and condition on delivery and wear and tear occasioned by taking the same from rail at Charbon Siding to the respective places at which the cement therein is used excepted) within six months from the date of its delivery to the Minister, and the Company shall from time to time produce to the Minister certificates from the proper agents of the Minister stating the number of bags which have not been returned to the Company within the period aforesaid.

6. The Company shall produce to the Minister from time to time certificates from the proper agents of the Minister stating the quantities of the said cement which have been delivered by it as herein provided, and

Cement Contract Ratification.

and that the provisions of the said Annexure "B" have been complied with in respect thereof, and that subject to the provisions of clause 5 hereof the bags containing the same have been approved as aforesaid and the number of such bags.

5 7. The price for the said cement shall be Two pounds seventeen shillings and sixpence (£2 17s. 6d.) per ton of two thousand two hundred and forty pounds (2240 lbs.) delivered as provided in clause 4. The said price is based on the average rates of wages paid in the said State on the fourteenth day of July, one thousand nine hundred and twenty-
10 three, to workmen engaged in the manufacture of Portland cement and /or otherwise in reference thereto as set forth in the annexure marked "C" hereto, and is subject to adjustment as follows, that is to say, if the rates of wages paid by the Company to workmen engaged as
15 aforesaid in or about the manufacture of the cement hereby agreed to be sold shall, by reason of any award or order of any court or other competent authority of the Commonwealth or State, or any industrial agreement duly recorded with any such court or authority, be greater than the average rates of wages aforesaid the amount of the increase
20 thereby occasioned in the cost of the manufacture of the cement hereby agreed to be manufactured and sold shall be added to the said price of Two pounds seventeen shillings and sixpence (£2 17s. 6d.) per ton for cement delivered after any such increase in wages operates, and if the rates of wages paid by the Company to workmen as aforesaid shall be less than the said average rates of wages the amount of the
25 reduction thereby occasioned in the said cost of manufacture shall be subtracted from the said price of Two pounds seventeen shillings and sixpence (£2 17s. 6d.) per ton for cement delivered after any such reduction in wages operates. The Superintendent of Stores of the Department of Public Works (hereinafter called the "Stores Superintendent,"
30 which expression shall include the person acting in such office for the time being) shall certify from time to time the amounts which are respectively to be added to and subtracted from the said price of Two pounds seventeen shillings and sixpence (£2 17s. 6d.) per ton under this clause, and his certificate shall, subject to proved error in
35 calculation, be final and conclusive thereof.

8. The Company at all times and from time to time on demand between the hours of 9 a.m. and 5 p.m. on any week-day other than Saturdays and public holidays, will produce to the Minister and his agents and the Stores Superintendent all books, vouchers, documents,
40 and evidence which they or any of them may require to enable him and them to ascertain the rates of wages paid by the Company to any workmen as aforesaid and the extent of any increase or reduction as aforesaid, and will afford the Minister and his agents and the Stores Superintendent and cause all of them to be afforded all information
45 and facilities for such purposes.

9. The Company shall instal and maintain in some convenient position at the place of manufacture of the cement hereby agreed to be sold such faithful, good and properly constructed weighing machines approved by the Minister as he may consider necessary for the purpose
50 of weighing the said cement. Such cement shall be so weighed that the weight of the bags shall not be included in the weight of cement as sold to the Minister. 10.

Cement Contract Ratification.

10. During the first week of each month the Company shall render a voucher in the prescribed form containing its claims hereunder for the preceding month. No payment shall be made in any case unless and until the Company has furnished the Minister with the certificates
5 of his proper agents herein provided for, and the Company shall not be entitled to demand payment except in accordance with such certificates and payment shall be made to the Company within twenty-one days after such voucher shall have been rendered as aforesaid: Provided that the Minister shall not be bound to pay within such period in cases
10 where it is impracticable to do so.

11. The Company shall not without the previous consent of the Minister in writing agree to sell or dispose of or part with the execution of (whether by appointment of an agent or agents or otherwise), or assign, encumber, or sublet this Agreement or any part
15 thereof, or all or any of the moneys payable under it, or any other benefit whatsoever arising or which may arise under it. Any consent to an agreement for sale, or to dispose of or part with the execution of, or to assign, encumber, or sublet this Agreement or any part, or all or any of the said moneys, or any other benefit aforesaid, shall not
20 discharge the Company from any liability under this Agreement and shall extend only to the permission actually given, and shall not prevent or affect any of the Minister's rights or remedies in respect of other or subsequent breaches of this clause 11: Provided that the Minister shall not withhold his consent to an assignment by the Company to a
25 new Company to be promoted and formed by the Company subject to the conditions that such new Company shall have an allotted share capital of two hundred thousand pounds (£200,000) at least which has been paid for in cash or an obligation to pay for which in cash exists and the Minister is satisfied that any such new Company is owned and
30 controlled separately from and in no way associated with or an adjunct of any other Company to the intent that the object of this Agreement to put and keep a new and independent competitor in the manufacturing and supplying of cement in New South Wales shall not be defeated, and also that such new Company shall execute a deed
35 whereby it agrees to observe and perform the provisions of this Agreement and the Annexure "B" hereto on the part of the Company in the same manner in all respects as if the name of such new Company had been inserted in this Agreement in place of the name of the Company, and provided further that nothing in this clause shall prevent the
40 winding up of the Company after such assignment and the execution of such deed.

12. The Minister and his agents shall at all times between the hours of 9 a.m. and 4 p.m. on week-days other than Saturdays and public holidays, during the continuation of these presents have the right to
45 enter upon and into the said lands and the buildings and works thereon to inspect the same and the units, plant, and machinery thereon or therein, and the Company and its employees will afford him and them all facilities for such purposes.

13. If the Company should before the day of the expiration of the
50 period of two years referred to in clause two hereof, manufacture any Portland cement on the said lands it shall promptly give the Minister
full

Cement Contract Ratification.

full particulars thereof and shall permit him or his agent to take such samples as the Minister or his agent desire, and within fourteen days from the receipt of such particulars the Minister may elect to purchase such cement and the Company shall thereupon sell the same, and the provisions of this Agreement relating to price and payment and delivery shall apply to such sale so far as the same can be applied thereto: Provided that no such deliveries shall take away the right and/or liability of the Company to deliver the full amount of fifty thousand (50,000) tons of cement during each of three years as set forth in clause 2 hereof.

14. Any notice which the Minister is required or entitled to give the Company under this Agreement shall be deemed to be duly given if addressed to the Company and delivered or left at or sent by registered post in an envelope prepaid addressed to its registered office or delivered to the Secretary at the registered office of the Company or left at any building on the said lands or sent by registered post prepaid in an envelope addressed to it at Charbon Siding via Kandos. Any notice sent by registered post shall be deemed to have been served on the Company at the time when the envelope containing the same should have been delivered in the ordinary course of post, and to prove such service it shall be sufficient to prove that the envelope containing the notice was properly addressed and posted by registered post.

15. The sum of five thousand pounds (£5,000) which was paid by the Company to the Minister under and to be held by the Minister as security in respect of the Agreement made the thirteenth day of December, one thousand nine hundred and twenty-three, between the Company of the one part and the Minister of the other part for the supply of cement shall be a deposit to be held by the Minister as security for the due and proper performance and observance of the provisions of this Agreement and of Annexure "B" hereto until the same shall have been completely observed and performed or until this Agreement has been determined by the Minister under the power given to him in that respect by clause 17 hereof, and on such determination the money so deposited shall be forfeited to the Minister and shall be retained by him as liquidated damages. If this Agreement is not determined as aforesaid, and if the Company should make default in the observance or performance of any provision of this Agreement or of the said Annexure "B," the amount of all loss and damages, whether liquidated or otherwise, which the Minister shall have sustained thereby may be deducted from the sum so deposited to the extent thereof, and the balance, if any, shall be a debt payable to and recoverable by the Minister from the Company. In no case shall the Company be entitled to require the Minister to return to it the sum so deposited until all questions, claims, and disputes are finally settled. The Minister shall pay half-yearly to the Company interest on the said deposit or on so much thereof as has not from time to time been applied in accordance with the provisions of this Agreement in satisfaction of loss and damages sustained by the Minister at the rate of five pounds (£5) per centum per annum from the date of actual payment to the Minister until the deposit is wholly so applied or repaid or forfeited.

Cement Contract Ratification.

16. If the Company shall fail to deliver cement of the description and condition it is required to deliver hereunder in such quantities as directed by any notice under clause 4 or any part thereof at or within the time or times therein stated or as extended by such clause—

- 5 (a) the Minister shall be entitled to purchase such quantity of
Portland cement as the Company has so failed to deliver
from any other corporation or person at such price as he shall
see fit at the risk and expense of the Company, and all loss
and expense which the Minister may sustain by reason of
10 such failure to deliver on the part of the Company shall be
a debt due to and be recoverable by the Minister from the
Company, and the quantities of cement so purchased may at
the option of the Minister be deducted from the quantity
which the Minister has agreed to purchase from the Company
15 by clause 2 or at the option of the Minister ;
- (b) the Company shall pay to the Minister as liquidated damages
a sum calculated at the rate of threepence per one hundred
and twenty-five (125) lbs. for each one hundred and twenty-
five (125) lbs. not delivered as aforesaid for each day or part
20 thereof the Company shall fail so to deliver.

17. In the event of the Company being wound up either voluntarily
or by order of the Court, or if the Company shall make default in
the observance or performance of any provision contained in this
Agreement or in the said Annexure " B " hereto the Minister may by
25 notice in writing call upon the Company to show cause within a period
therein limited why he should not determine this Agreement, and if
the Company fails in the opinion of the Minister (which shall be final
and conclusive thereon) satisfactorily to show such cause within the
said period the Minister may immediately determine this Agreement
30 without prejudice to his rights and remedies in consequence of any such
or other default.

18. If the Company shall make default in the observance or per-
formance of any provision contained in clause 1, or if the Company
shall fail to deliver cement of the description and condition it is required
35 to deliver hereunder in such quantities as directed by any notice under
clause 4 or any part thereof at or within the time or times therein
stated or as extended by such clause, the Minister may by notice in
writing call upon the Company to show cause within a period therein
limited why it should not be taken that the Company has repudiated
40 this Agreement, and if the company fails in the opinion of the Minister
(which shall be final and conclusive thereon) satisfactorily to show such
cause within the said period the Company shall be deemed to have
repudiated this Agreement, and the damages and loss sustained by the
Minister by reason of such repudiation shall be immediately recoverable
45 by him from the Company without prejudice to his rights in respect of
any previous default.

19. None of the provisions of this Agreement or the said Annexure
" B " which are to be observed or performed on the part of the Company
or its employees shall be varied, waived, discharged, or released unless
50 by the express consent in writing of the Minister.

Cement Contract Ratification.

20. (1) Subject to and without impairing in any way the finality of any opinion certificate or other act or instrument of the Minister or any other person by or under any provision of this Agreement or the said Annexure "B," if any dispute or difference shall arise between the
5 Minister and the Company touching this Agreement or the said Annexure "B" or the construction of them or either of them, or the rights, duties, or obligations of any person or corporation under them or either of them, or as to any other matter in anywise arising out of or connected with the subject-matter of this Agreement or the said
10 Annexure, the same shall be referred to the Board, which shall inquire into it and may hear evidence in respect thereof and shall decide the same and may make such order as to costs or otherwise as to the Board shall seem just.

(2) The Board shall have full control of the procedure to be
15 followed in any such inquiry, and may decide in each case whether the parties may be represented by counsel, solicitor, or agent.

(3) The decision of the Board as to all matters of fact which are disputed in such inquiry shall be final and binding on all parties.

(4) Should the Company not be satisfied with any decision of
20 the Board on a point of law the Company may within fourteen days require the Board to state its decision in the form of a special case. And unless the Company so require the Board to state its decision in the form of a special case within the time mentioned the Company shall be taken to be satisfied with the decision of the Board and shall be
25 bound thereby.

(5) If the Company require the Board to state its decision in the form of a special case the Company may institute proceedings as may be necessary in order that such special case may be submitted without any pleadings for the opinion and final decision of the Supreme
30 Court with power to the judges upon the hearing thereof to draw conclusions of fact and to vary or refer back the said decision to the Board, and such final decision may be entered up as a judgment of the Supreme Court by either party to the Agreement under section 56 of the Common Law Procedure Act, 1899, but if any special case be so
35 stated the taxed costs of both parties of and incidental thereto and of signing judgment as aforesaid shall be added together and the Company shall bear the proportion of such total sum which the amount disallowed shall bear to the amount claimed by it and the balance shall be borne by the Minister.

(6) The Company shall have no right of action or suit against
40 the Minister in any court under or in respect of this Agreement or the said Annexure "B" or for any breach thereof, or failure or delay or default thereunder, or otherwise or arising out of or in connection with the premises except--

45 (a) for accounts admitted to be payable by the Minister or amounts decided by the Board under these conditions to be due; or

(b) for the purpose of having a special case stated to the Supreme Court as hereinbefore provided.

(7) The decision of a majority for the time being of the Board shall be as binding as the decision of the Board, and a majority for the time being of the Board shall have and may exercise all the powers of the Board.
(8)

Cement Contract Ratification.

(8) The expression "the Board" means the Board of Advice and Reference of the Department of Public Works comprising such officers of the Public Works Department or other Department of the Government service designated officially or otherwise as may have been or
5 shall from time to time be appointed members thereof by His Excellency the Governor and the Executive Council.

21. This Agreement is subject to ratification by the Parliament of the said State and if it is not ratified by Parliament before the end of the session of Parliament now current it shall be null and void.

10 22. In this Agreement and Annexure "B" the word "month" shall, unless the context otherwise requires, mean calendar month.

ANNEXURE "A."

That part of portion 60, parish Clandulla, county Roxburgh, lying to the east of the Government Railway, Sydney to Coonabarabran,
15 and containing about $7\frac{1}{2}$ acres, and also that part of portion 157 of the same parish situated at the north-west corner of that portion and being about $5\frac{1}{2}$ chains in width east and west and about 17 chains in length north and south and containing about 10 acres.

ANNEXURE "B."

20 STANDARD SPECIFICATION FOR CEMENT.

Cement as soon as manufactured shall be stored by the Company in sheds or bulk silos approved by the Superintendent for a period of at least sixty days after manufacture, the date of which shall be furnished by the Company to him or his agent, and if the Superintendent or his
25 agent considers that the cement after such period is not sufficiently aerated he may direct it to be further stored by the Company as aforesaid until it is aerated to the satisfaction of the Superintendent or his agent. The said sheds and silos and the cement stored therein shall subject to this Annexure and the Agreement be under the sole control
30 of the Superintendent or his agent, but neither of them nor the Government of the said State shall incur any responsibility or liability in respect thereof in consequence of the Superintendent or his agent having such control. In no case shall any cement under test be removed from such control.

35 The Company will apply to the Superintendent or his agent on such forms as the Superintendent shall from time to time approve to test hereunder cement in the said sheds or silos before seven days after being ground, and with every such application will pay to him for such testing the fee of Three pounds (£3) for every One thousand five
40 hundred (1,500) bags or if in bulk eighty-three (83) tons or part thereof respectively.

No such single application shall be made in respect of a greater quantity of cement than Three thousand (3,000) bags, or if in bulk One hundred and sixty-six (166) tons.

45 The tests hereunder shall proceed and be made in respect of each application separately, but notwithstanding anything in this Annexure contained if the Superintendent should in respect of any one application

4-B

certify

Cement Contract Ratification.

certify that the cement has been found not satisfactory then although he has certified in respect of other applications that the cement is satisfactory, the whole contents of the said shed or silo containing the cement shall be deemed to have been certified as not satisfactory and no part thereof shall be delivered under the Agreement, and any retesting hereunder shall be a retesting of the whole contents of the said shed or silo, and shall be applied for by the Company accordingly.

After receipt of every such application, the Superintendent or his agent will take such samples of the cement applied to be tested as the Superintendent considers necessary. All such samples shall become the property of the Minister, and no payment shall be made therefor to the Company.

The procedure in sampling shall be as follows, but may be modified or extended from time to time by the Superintendent. Setting samples shall consist of approximately eight (8) ounces in weight, and shall be selected from different positions in the said silo if the cement is in bulk or from the centre of bags if it is in bags in the proportion of one bag in every seventy-five (75) bags. The positions and bags from which such samples will be taken shall be as indicated by the Superintendent or his agent.

For the aggregate test samples to bulk thirty (30) lbs. when mixed will be taken from the same positions in the silos or bags as those from which the setting samples are selected.

The Company and its employees will afford the Superintendent and his agents all materials, labour facilities, and assistance for taking samples hereunder.

The following tests shall be applied by the Superintendent:—

Test for fineness (No. 1).

The cement shall be ground to such a degree of fineness that, after being sifted in the sifting machine until there is no escape of cement, the residue on a sieve of 14,400 meshes to the square inch shall not exceed thirteen (13) per cent. and the residue on a sieve of 32,400 shall be not more than twenty-five (25) per cent.

Test for specific gravity (No. 2).

The cement three weeks after being ground shall have a specific gravity of not less than 3.00.

Test for chemical composition (Nos. 3 and 4).

The percentage of insoluble residue in the cement when treated with a twenty (20) per cent. solution of hydrochloric acid shall not exceed two (2) per cent., and the total sulphuric anhydride SO_3 shall not exceed two (2) per cent.

Mode of gauging—Tensile and compressive tests.

The water used for gauging shall be clean and fresh, and both the room and the water shall have a temperature of from 65 to 75 degrees Fahrenheit. For the neat cement tensile tests the quantity of water to be used shall be based on the percentage absorbed by the cement under a pressure of 2 000 lb. to the square inch.

For

Cement Contract Ratification.

For the standard sand tests the quantity of water required is ascertained by dividing the quantity fixed for the neat cement test by four and adding four to the result.

The cement gauged as described shall be filled into moulds and placed
5 under the Bohme hammer, by which one hundred and fifty blows will be given. The briquettes must be completed within ten (10) minutes after gauging. The briquettes and cubes shall then be kept in moist receptacles for twenty-four (24) hours, after which the moulds will be removed and the mixtures placed in fresh water of from 65 to 75 degrees
10 Fahrenheit, or in Deval's hot bath, according to the test to which they are to be subjected.

All briquettes to be used for tensile tests shall have the same minimum area, that of five square centimetres, and the cubes to be used for compressive tests shall have a square surface of 50 square
15 centimetres (7.75 inches).

For the neat cement setting tests the cement mixed with the proper quantity of water shall be placed in the Faija Mixing Machine and given fifty (50) turns during the period of one minute, it will then be placed in a cylindrical mould forty (40) millimetres deep, and a plunger three
20 hundred (300) grammes ($10\frac{1}{2}$ oz.) in weight and one (1) centimetre ($\frac{3}{8}$ inch) in diameter allowed to sink into it until it reaches a depth of twenty (20) millimetres, when the mixture is deemed to be of the proper consistency.

Tests for setting time (No. 5).

25 The commencement of set shall be in not less than one hour after gauging, and the cement shall be set hard in not less than three (3) hours and in not more than twelve (12) hours after gauging.

The cement shall be gauged as shown under the heading "Mode of Gauging," and shall be completed and filled into the Vicat Mould
30 before signs of setting occur.

The initial and final setting times shall be determined by means of the Vicat Needle Apparatus.

The cement in the mould is placed under the needle and the commencement of set is estimated as when the needle one (1) millimetre
35 (0.039 inches) in diameter loaded to $10\frac{1}{2}$ oz. generally applied does not completely pierce the cement. The period between the time when the cement is filled into the mould and the time at which the needle ceases to pierce the cement completely is the commencement of set above referred to, and the cement shall be considered to be set hard when the
40 needle fails to make an impression when its point is gently applied to the surface.

Test for tensile strength—neat cement (No. 6).

Six briquettes having each a minimum area of five (5) square centimetres after one day in air and six days in cold water shall be tested
45 for breaking by the Michaelis Shot Machine. The weight will be uniformly applied at the rate of one hundred (100) lb. in twelve (12) seconds, and the average tensile stress of the six briquettes shall be taken as the tensile strength for the period. This must be not less than 585 lb. to the square inch.

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Six briquettes having the same minimum area after one day in air and six days in Deval's hot bath at a temperature from 175 to 200 degrees Fahrenheit, similarly treated, shall show an average tensile strength of not less than 715 lb. to the square inch.

5 *Test for tensile strength—cement and sand.*

For this test the sand used will be obtained from the Nepean River, washed, dried, and sifted through a sieve of 400 meshes to the square inch, and retained upon a sieve of 900 meshes to the square inch.

The cement will be gauged with three times its weight of this 10 standard sand, and the briquettes thus proportioned shall be prepared and tested as in the case of neat cement.

These briquettes shall bear on an average not less than the following tensile stresses before breaking:—

15 After one (1) day in moist air and six (6) days in cold water, not less than 165 lb. to the square inch.

After one (1) day in moist air and six (6) days in Deval's hot bath, not less than 250 lb. to the square inch.

After one (1) day in moist air and twenty-seven (27) days in cold water, not less than 250 lb. to the square inch.

20 *Test for compressive strength—cement and sand (No. 7).*

Cubes comprised of one part of cement and three parts of standard sand shall be prepared and subjected to the following tests:—

25 Three cubes, after one (1) day in moist air and twenty-seven (27) days in cold water, will be tested for strength in the Amsler Laffon compression machine. These must withstand an average pressure of not less than 2,250 lb. to the square inch.

30 Three cubes, after one (1) day in moist air, six (6) days in water, and twenty-one (21) days in air at room temperature, must withstand an average pressure of not less than 3,570 lb. to the square inch.

Test for expansion—neat cement (No. 8).

Two prisms, five (5) square centimetres in section and one hundred (100) millimetres long, gauged with one (1) per cent. more water than is used for the tensile test of neat cement, after remaining forty-eight 35 (48) hours in a moist atmosphere shall be measured by Bauschinger's expansion apparatus. The prisms then shall be gradually warmed up to a temperature of Deval's hot bath and placed therein. After remaining in the bath for six (6) days they shall be allowed to cool down with the water to the normal temperature, when they shall be 40 again measured. The difference between the two measurements gives the amount of expansion, which must not exceed 0.10 per cent.

The average expansion of the two prisms shall be accepted as the true expansion of the cement.

Test

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Test for soundness and constancy of volume (No. 9).

Pats of neat cement about three (3) inches square, approximately one-half ($\frac{1}{2}$) inch thick at the centre and tapering to a fine edge, shall be prepared on glass :—

- 5 One pat from the bulk sample, after being kept for twenty-four (24) hours in moist air, is placed in cold water of from 65 to 75 degrees Fahrenheit, and is observed at intervals for at least seven (7) days.
- 10 Another pat from the bulk sample is kept in moist air at normal temperature and observed at intervals for at least seven (7) days.
- A third pat from the bulk sample is kept in moist air for twenty-four (24) hours and then in Deval's hot bath for twenty-four (24) hours.
- 15 The pats from the setting samples are kept in moist air for twenty-four (24) hours and then in Deval's hot bath for another twenty-four (24) hours.

These pats, to meet successfully the requirements, must show no signs of cracking, crumbling, or alteration of form.

- 20 On the completion of all the tests herein provided for, the Superintendent will issue a certificate giving the results thereof and stating whether or not the tests have been found satisfactory, and such certificate shall be final and conclusive of the matters therein stated and that samples have been duly taken and the tests duly made hereunder.
- 25 When any cement has been tested as aforesaid and the Superintendent certifies that it has been found not satisfactory, the Company shall immediately remove the same from the said sheds and silos unless the Superintendent consents to the Company continuing to hold it therein for such time as he shall fix for further testing hereunder
- 30 at the Company's expense. Within such time the Company shall apply as hereinbefore provided for the testing of such cement accordingly, and if the Superintendent shall then find it to be not satisfactory the Company will immediately remove the same from the said sheds and silos.
- 35 Each quantity of cement which is under test or which has been tested shall be kept distinct and separate from all other cement.
- When any cement in bags has been tested hereunder and has been certified by the Superintendent to be found satisfactory, he or his agent shall seal each of such bags and stamp the seal with a stamp
- 40 approved of by the Superintendent.
- The only cement which the Company shall be entitled to deliver under the Agreement is cement which has been stored and aerated as aforesaid and which has been tested hereunder and certified by the Superintendent to have been found satisfactory : Provided that where
- 45 six months or more have elapsed since the date of manufacture of any such cement it shall be retested hereunder but at the expense of the Minister, and if it is then certified by the Superintendent to have been found not satisfactory it shall not be delivered under the Agreement but shall be immediately removed from the said sheds and silos.

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The Company shall not be required to deliver or the Minister to accept under the Agreement all the cement which has been tested hereunder and certified by the Superintendent to have been found satisfactory, but nothing herein shall affect the observance or performance of the provisions of the Agreement and this Annexure on the part of the Company and the Minister respectively.

In this Annexure the words in inverted commas have the meanings respectively set opposite thereto unless the context otherwise requires:—

- 10 "Superintendent" means the Assistant Superintendent of Testing and Inspection of the Department of Public Works or the person acting as such for the time being.
- "The Agreement" means the Agreement to which this is Annexure "B."
- 15 "The Minister" and "The Company" have respectively the same meanings as they have in the Agreement.

ANNEXURE "C."

The average rates of wages paid in the said State on the 14th day of July, 1923, shall be taken to be for the purposes of this Agreement the rates in force on that day as fixed by the Cement Works (State) Award as varied by orders of the Court of Industrial Arbitration and one of 20 which was published in the New South Wales Industrial Gazette, volume 23, page 1041, and in the case of workmen engaged with or in connection with any of the workmen whose wages are fixed by such award as so varied, the average rates of wages paid in the said State on the said 25 day shall be taken to be for the purposes of this Agreement the rates in force on that day as fixed by any award or order of any court or other competent authority of the Commonwealth or State or any industrial agreement duly recorded with any such court or authority.

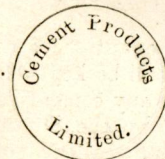
In witness whereof the parties hereto have respectively executed 30 these presents the day and year first above-written.

The Common Seal of Cement Products, Limited, was duly affixed hereto by the two directors whose signatures are opposite, in the presence of—

35 L. NAPIER THOMSON.
A. J. SWAN.

W. BAIN,
being the Secretary to the Company.

40



Signed, sealed, and delivered by the Honorable Richard Thomas Ball, in the presence of—

45 E. H. SWIFT

R. T. BALL. (L.S.)