

New South Wales.



ANNO VICESIMO PRIMO

GEORGI V REGIS.

Act No. 29, 1930.

An Act to ratify and provide for carrying out an Agreement entered into between the Honorable Ernest Albert Buttenshaw, the Minister for Public Works of the State of New South Wales, for and on behalf of His Majesty, King George V, of the one part, and Imperial Chemical Industries of Australia and New Zealand, Limited, a company incorporated under the Companies Act, 1915, of the State of Victoria, of the other part, relating to the granting to the said company of an option to purchase Moscheto Island near Newcastle; to amend the Public Works Act, 1912, and certain other Acts; and for purposes connected therewith or incidental thereto. [Assented to, 23rd June, 1930.]

Moscheto Island Agreement Ratification.

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:—

Short title. **1.** This Act may be cited as the “Moscheto Island Agreement Ratification Act, 1930.”

Definitions. **2.** In this Act, unless the context otherwise requires,—

“The said Agreement” means the Agreement, a copy of which is set out in the Schedule to this Act.

“The Minister” means the Minister for Public Works.

“The Island” means Moscheto Island near Newcastle (its boundaries being the boundaries as determined under the said Agreement).

Ratification of the Agreement. **3.** (1) The said Agreement is hereby approved and ratified.

(2) All instruments, matters, and things to be executed and done by His Majesty and the Minister under the said Agreement are hereby sanctioned and authorised.

Resumptions. **4.** (1) For the purposes of the said Agreement the Governor may authorise the Minister to acquire by resumption under the Public Works Act, 1912, as amended by subsequent Acts,—

(a) any private lands and any estates or interests in Crown lands (whether above or below high water mark) or any part or parts thereof respectively;

(b) such or any of the mines and deposits of minerals as are excepted by subclause (d) of clause 6 of the said Agreement from the sale of the island;

(c) any tenancy on the Island granted by or for His Majesty or the Minister.

(2)

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(2) Thereupon the Minister may resume the lands, estates or interests in Crown lands, mines and deposits of minerals, and tenancies, as aforesaid, by Gazette notification under Division 1 of Part V of the said Act, and for the purposes of such Act (but subject to the provisions of the said Agreement and of this Act) any such resumption shall be deemed to be for the purpose of carrying out an authorised work within the meaning of the Public Works Act, 1912, as amended by subsequent Acts, and the provisions of that Act shall, *mutatis mutandis*, apply to and with respect to the resumption: Provided that sections one hundred and thirty-eight and ninety-seven of the said Act shall not apply in respect of any such resumption.

(3) The Minister may by notification in the Gazette notify that any land, or any estate or interest in Crown land not under tidal waters, or any mines and deposits of minerals, or any tenancy, acquired by resumption as aforesaid, shall vest in Imperial Chemical Industries of Australia and New Zealand Limited, or any assignee under it of the said Agreement, and thereupon the same shall vest accordingly.

SCHEDULE.

THIS Agreement made the thirtieth day of May, one thousand nine hundred and thirty, between the Honourable Ernest Albert Buttenshaw, the Minister for Public Works, of the State of New South Wales for and on behalf of His Majesty King George V (hereinafter referred to as "the Minister" which expression shall where the context permits include his successors in office) of the one part and Imperial Chemical Industries of Australia and New Zealand Limited a Company incorporated under the Companies Act 1915 of the State of Victoria (hereinafter referred to as "the Company" which expression shall where the context permits include its permitted assigns) of the other part: Whereas the Company is desirous of acquiring Moscheto Island near Newcastle in the State of New South Wales (hereinafter called "the Island") for the purpose of establishing and conducting thereon large works for manufacturing chemical and other products: And whereas the Crown Grants mentioned in the First Schedule hereto were issued for various parcels of the Island subject to the exceptions and reservations therein respectively contained: And whereas by the Notifications
of

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of Resumption referred to in the Second Schedule hereto parts of the Island were resumed and appropriated under the Public Works Act 1912 for the various public works mentioned in the said Notifications of Resumption and are vested in the Minister as Constructing Authority on behalf of His Majesty And whereas the mines and deposits of coal ironstone kerosene shale limestone slate or other minerals were excepted on the taking and appropriation of the lands resumed and appropriated as aforesaid And whereas certain parts of the Island as mentioned in the first part of the Third Schedule hereto have been acquired by His Majesty by purchase and certain parts of the Island as referred to in the second part of that Schedule are Crown lands within the meaning of the Crown Lands Consolidation Act 1913 and the part of the Island referred to in the third part of that Schedule (but excepting the mines and deposits of minerals as hereinbefore specified) is vested in His Majesty for the purposes of the Public Instruction Act of 1880 And whereas there are in force on the Island the tenancies mentioned in the Fourth Schedule hereto And whereas the Company at the request of the Minister has agreed to procure a guarantee from the Bank of New South Wales in favour of the Minister as security for the payment by the Company of the money payable by it under clause 5 of this Agreement and of the costs of surveys payable by it under clause 2 thereof and of the compensation payable by it under clauses 4 and 6 (c) thereof subject to a proviso that the liability of the Bank under the guarantee shall not exceed Ten thousand pounds (£10,000) And whereas the parties hereto have agreed and this Agreement witnesseth as follows:

Grant of
option.

1. (a) Subject to the provisions hereinafter contained the Company shall have the option to purchase from His Majesty the King the Island at or for the price of Sixteen thousand pounds (£16,000).

(b) Such option may only be exercised as follows namely by the Company at any time within two years from the date of this Agreement giving to the Minister notice in writing under its Common Seal that the Company exercises the option. Time is of the essence of this subclause.

(c) If the option is exercised as above mentioned the Company shall thereupon become the purchaser of the Island upon the terms of these presents.

Surveys.

2. (a) The Minister shall forthwith upon the ratification of this Agreement as hereinafter mentioned cause the Island to be surveyed and shall furnish to the Company a plan of such survey with reasonable despatch Provided that for the purposes of such survey mean high water mark along the outside edge of the existing training wall and suitable continuations therefrom to intersections with mean high water mark on the shores of the Island may at the discretion of the Minister be taken as portion of the boundaries of the Island.

(b) The boundaries of the Island as determined by the said survey shall be its boundaries for the purpose of this Agreement.

(c)

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(c) The Minister shall so far as he lawfully may also cause to be made such further surveys (including contour surveys) of or in connection with the Island as the Company may require after the ratification of this Agreement as hereinafter mentioned and before the completion of its purchase of the Island and shall cause to be furnished to the Company with reasonable despatch plans of such surveys.

(d) The costs of all surveys effected pursuant to subclauses (a) and (c) hereof including the cost of making and supplying plans shall be paid by the Company to the Minister on demand. Particulars of such costs shall be furnished by the Minister to the Company on request.

(e) A certificate under the hand of the Director of Public Works, Department of Public Works, or person acting as such for the time being shall be prima facie evidence of the cost of any and every such survey and plans.

3. The Company shall on the ratification of this Agreement as hereinafter mentioned commence and thereafter during the time in which the aforesaid option may be exercised by it continuously and diligently proceed to institute and carry out all such inquiries and investigations and cause to be done all such things as shall be necessary and proper with a view to establishing upon the Island complete and suitable works buildings machinery plant and other things for the purpose of carrying on the business of manufacturing chemical or other products on a large scale.

Obligation of Company to make investigations.

4. The Company shall after the ratification of this Agreement as hereinafter mentioned and during the time in which the aforesaid option may be exercised by it have full and free right to enter into and upon the Island for the purposes of its investigations in connection with the proposed establishment of its said works thereon or for any purposes connected therewith. Provided however that the Company shall first obtain from the tenants holding under the tenancies mentioned in the Fourth Schedule hereto their consents to such entry but in the event of any tenant withholding such consent and of the Minister being of opinion that the investigations of the Company as aforesaid are seriously prejudiced by the inability of the Company to enter upon the land subject to such tenancy the Minister upon being requested by the Company will in so far as he may lawfully do so terminate the tenancy and all compensation paid or payable by the Minister or His Majesty by reason of such termination shall be paid to the Minister by the Company on demand.

Right of entry of Company before exercise of option.

5. In the event of the Company not exercising the said option as hereinbefore provided or in the event of the Company having so exercised the option not completing the purchase of the Island in accordance with these presents the Company shall pay to the Minister the sum of Three thousand two hundred pounds (£3,200) less all such sums (if any) as the Company shall have actually expended in the making, on or within one mile of the Island only and not elsewhere, of investigations surveys and improvements in connection with the purchase

Consideration for option, &c.

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purchase of the Island—it being the intention of the parties that in case any money becomes payable by the Company in the event first mentioned in this clause the payment is by way of compensation to the Crown in respect of the Grant of the option aforesaid and in case any money becomes so payable in the event secondly mentioned in this clause the payment is as liquidated damages and not as penalty and is without prejudice to the right of the Crown to enforce the completion by the Company of the purchase.

Tenanc]

6: (a) The Island shall be sold subject to the tenancies mentioned in the Fourth Schedule hereto and to the tenancies as granted or extended under the proviso to the following subclause.

(b) The Minister shall not during the time in which the aforesaid option may be exercised by the Company create any fresh tenancies or grant any extension of existing tenancies in respect of any part of the Island provided that this subclause shall not prevent the granting or extension of tenancies which may be terminated by a month's notice or less.

(c) After the Company has exercised the aforesaid option as hereinbefore provided and before the completion of the purchase of the Island the Minister will in so far as he may lawfully do so upon the request of the Company terminate all or any of the tenancies on the Island and all compensation paid or payable by the Minister or His Majesty by reason of such termination shall be paid to the Minister by the Company upon demand.

Minerals,

(d) The Island shall be sold subject to the exception thereof of such of the mines and deposits of coal, ironstone, kerosene shale, limestone, slate and other minerals as passed by or under the respective Crown Grants issued for parts of the Island and as have not become revested in His Majesty at the date of this Agreement.

**Trigono-
metrical
Stations.**

(e) The sale of the Island is subject to a reservation to His Majesty His Heirs and Successors of a right of access by officers of the Department of Lands so authorised by the Surveyor-General to the Trigonometrical Stations shown on the public map of the Parish of Newcastle in the Department of Lands for the purposes of making surveys at such points and otherwise using the said Trigonometrical Stations for survey purposes. Provided that should the Company give to the Surveyor-General one month's notice in writing of its intention so to do it may effect improvements on the Island without regard to the said Trigonometrical Stations but this shall not prevent the reinstatement at the same places of such Stations in so far as the improvements and operations of the Company may permit.

**Payment of
purchase money.**

7. (a) Within two months after the Company has exercised the aforesaid option as hereinbefore provided it shall pay to the Minister the whole of the purchase money of Sixteen thousand pounds (£16,000) hereinbefore mentioned.

(b) Upon payment of such purchase money the Company shall subject to clause 6 be entitled to possession of the Island and to the receipt of the rents and profits thereof and from the date of such
payment

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payment the Company shall be and become liable for the payment of all rates taxes assessments and outgoings of every description payable in respect of or charged or to be charged on the Island and any necessary apportionments shall be made and adjusted between the Company and His Majesty.

8. (a) Upon the Company exercising the aforesaid option as hereinbefore provided the Company at its own expense shall commence the erection and construction of works for manufacturing chemical or other products on the Island and shall continuously thereafter proceed with each erection and construction and shall complete the same with all necessary buildings machinery plant and fixtures—

Works to be constructed by Company.

- (i) to the value of at least One hundred thousand pounds (£100,000) within a period of two years from the date of exercising the option, and
- (ii) to the total value of at least Five hundred thousand pounds (£500,000) within a period of five years from the date of exercising the option.

Provided that if in the opinion of the Minister the erection construction and completion of the said works with the necessary buildings machinery plant and fixtures be delayed by earthquake riot severe epidemic flood loss of material and plant at sea strike or combination of workmen and if the Minister considers that any such event is due to no fault or neglect of the Company and if the Company shall as soon as possible after the happening of any and every such event apply in writing to the Minister for an extension of the period stated in subparagraph (i) and/or subparagraph (ii) of this subclause on account of such event setting forth the cause of such application the Minister shall allow by writing under his hand such an extension of the period stated in subparagraph (i) and/or in subparagraph (ii) aforesaid as he shall think adequate.

(b) In ascertaining the value of the manufacturing works for the purposes of subparagraphs (i) and (ii) of subclause (a) of this clause the value of all wharves bridges railways roads pipes and cables and filling and dredging and surveys effected by the Company upon or contiguous to the Island in connection with the said works shall be taken into account Provided that the cost of dredging in respect of which the Company is liable to pay a yearly sum as hereinafter mentioned shall not be taken into account.

(c) The Company shall from time to time produce all books vouchers documents and evidence to, and allow the said manufacturing works the buildings machinery plant and fixtures mentioned in subclause (a) of this clause and the wharves bridges railways roads pipes cables filling dredging and surveys mentioned in the subclause (b) of this clause to be inspected by the Minister or a responsible officer appointed by him for that purpose for the purpose of ascertaining the performance or non-performance by the Company of the provisions of subclause (a) aforesaid.

(d)

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(d) If the Company shall make default in the performance or observance of any of the provisions of this clause on its part to be performed or observed the Island together with all works buildings and improvements thereon shall thereupon become absolutely forfeited to His Majesty but without releasing the Company from liability in respect of the breach or non-observance of any of the provisions of this Agreement and on the part of the Company to be fulfilled.

Dredging

9. (a) After the payment by the Company of the purchase money in accordance with subclause (a) of clause 7 (but subject always to default not having been made by the Company under clause 8 hereof) the Minister will at the request of the Company (but so far only as is reasonably practicable and subject as is hereinafter mentioned) commence and proceed with all dredging necessary so as to provide, and thereafter shall so far as is reasonably practicable (but subject always to default not having been made by the Company in payment to the Minister of the yearly sums mentioned in clause 10 hereof) maintain, a deep water frontage with a depth of at least twenty-five feet at low water spring tide along six hundred feet of the eastern frontage of the Island to a width of five hundred feet together with a channel with a depth of at least twenty-five feet at low water spring tide to give reasonable access to such deep water frontage from the Pacific Ocean but so that the Minister shall not be liable under this subclause to carry out or maintain any dredging within a distance of sixty feet from the boundaries of the Island as determined by the survey referred to in subclause (b) of clause 2 hereof.

(b) Provided however that if the Company shall request the Minister to carry out any dredging within the said distance of sixty feet so as to continue there the deep water frontage beforementioned or so as to maintain the same when so continued the Minister will cause such dredging to be done so far as is reasonably practicable but at the sole risk and cost of the Company and the Company shall repay to His Majesty such cost on demand made by the Minister and hereby indemnifies His Majesty and the Minister against all claims and demands in respect of any and all such dredging. Particulars of such cost shall be furnished by the Minister to the Company on request. A certificate by the Minister shall be prima facie evidence of the cost of such dredging.

**Payment
by Company
in respect of
certain
dredging.**

10. (a) In respect of the dredging to be carried out under subclause (a) of clause 9 so as to provide the deep water frontage as therein mentioned the Company shall pay to the Minister in each and every year a yearly sum equal to six per centum of the cost of such dredging as follows:—The first of such yearly sums to be paid by the Company at the end of the first year after commencement of the dredging and to be calculated on the amounts expended by the Minister during that year as from the respective dates of expenditure and thereafter one of such yearly sums to be paid at the end of each and every year and to be calculated on the amounts expended during such year and all preceding years as from the respective dates of expenditure in
regard

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regard to amounts expended during that year and as from the commencement of that year in regard to amounts expended during the preceding years. Provided that such yearly sum shall not in any case be calculated on amounts expended in dredging for maintenance only.

(b) Certificates by the Minister of the amounts expended in such dredging and of the dates of expenditure and of the purposes and objects for or on which such amounts were expended shall be prima facie evidence of the matters stated therein. Such reasonable particulars of the expenditure as the Company shall require shall be furnished by the Minister.

11. After payment by the Company of the purchase money in accordance with subclause (a) of clause 7 (but subject always to default not having been made by the Company under clause 8 hereof) the Minister will so far as the public interest may permit and so far as the same will not interfere with navigation from time to time and upon the application of the Company grant to the Company a lease or leases of Crown land (submerged or otherwise) adjoining the Island for the purposes of a wharf or wharves for such period or periods (no period however to exceed ninety-nine years) at such rent and subject to such terms and conditions as the Minister may determine. Wharves }

12. After the payment by the Company of the purchase money in accordance with subclause (a) of clause 7 (but subject always to default not having been made by the Company under clause 8 hereof) the Minister will so far as the public interest may permit and so far as the same will not interfere with navigation and upon the application of the Company grant to the Company the right to erect construct or lay down under and/or over the tidal waters adjacent to the Island and being vacant Crown land or Crown land held under lease or license (but in such case subject only to the lease or license) at such place or places and in such position or positions as the Minister shall determine bridges, railways, roads, pipes and/or cables for the purposes of the Company's works but so that no bridge, railway, road, pipe or cable shall be erected constructed or laid down unless and until the plans and specifications thereof have been first approved of by the Minister in writing. Such approval is not to be unreasonably withheld. Bridges,
railways, &c.,
over tidal
waters.

13. (a) Where the Company has obtained under clause 12 hereof a right to erect construct or lay down a bridge, railway, road, pipe, or cable the Governor (provided that Parliament by the Enabling or any other Act shall authorise him so to do) shall, if requested by the Company, authorise the Minister to acquire by resumption under the Public Works Act, 1912, for the purposes of such bridge, railway, road, pipe or cable, such private lands and such estates or interests in Crown lands (whether above or below high water mark) or such part or parts thereof respectively as in the opinion of the Governor may be so acquired therefor without prejudice to the public interest and the Minister shall thereupon acquire the same accordingly. Resumptions
for the
Company.

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(b) After payment by the Company of the purchase money in accordance with subclause (a) of clause 7 (but subject always to default not having been made by the Company under clause 8 hereof) the Governor (provided that Parliament by the Enabling or any other Act shall authorise him so to do) shall if requested by the Company authorise the Minister to acquire by resumption under the said Act such or any of the mines and deposits of minerals as are excepted by subclause (d) of clause 6 from the sale of the Island and as may be so acquired without prejudice to the public interest and the Minister shall thereupon acquire the same accordingly.

(c) In either of the following cases that is to say—

- (i) In the event of a tenant on the Island withholding his consent as mentioned in the proviso in clause 4 and of the Minister being of the opinion as referred to in that proviso and being unable lawfully to terminate the tenancy as provided in that proviso upon a request by the Company so to do: or
- (ii) In the event of the Minister upon being requested by the Company under subclause (c) of clause 6 so to do being unable lawfully to terminate a tenancy as provided in that subclause

the Governor (provided that Parliament by the Enabling or any other Act shall authorise him so to do) shall if requested by the Company authorise the Minister to acquire by resumption under the said Act the interest of the tenant under his tenancy and the Minister shall thereupon acquire the same accordingly.

(d) The Company will at the request of the Minister pay to the Minister all and every sums and sum of money that may become due or payable by His Majesty or the Minister in connection with or in respect of or incidental to any and every resumption effected under the preceding provisions of this clause whether as compensation money interest costs charges expenses damages or otherwise howsoever.

(e) The Company shall, if so required by him, deposit with the Minister before any resumption is made under the preceding provisions of this clause the amount estimated by the Minister as being the probable amount of the moneys payable by the Company to the Minister under subclause (d) of this clause in respect of such resumption.

(f) After payment by the Company to the Minister of the amount of the moneys payable by it under subclause (d) of this clause in respect of any resumption the estate or interest acquired by the Minister by the resumption shall as soon as practicable be vested in the company if so requested by it. Provided that if the land is under tidal waters the estate or interest so acquired shall be surrendered by the Minister to His Majesty.

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14. (a) Notwithstanding any other provision of this Agreement His Majesty the King shall have the right, subject to the provisions of this clause, at any time before or after the Company has purchased the Island without the payment of any compensation to the Company except such as is provided in subclause (e) of this clause upon and/or off the Island to construct maintain and work—

Right of Crown
to construct
and work
railway.

- (i) from and with any railway line which may be constructed by the Company on or in connection with the Island a branch railway line on in and over land of a width of 100 feet to connect with or give access to Walsh Island, or
- (ii) a line of railway on in and over land of a width of 100 feet independently of any railway line to be constructed by the Company.

(b) Without in any way limiting the legal rights of the parties it is their intention that any such railway line shall be constructed by His Majesty under subparagraph (i) or (ii) of subclause (a) in such a position as to interfere as little as possible with the Company's said manufacturing works and that with this object in view the Minister and the Company shall endeavour to agree upon the route of the railway to be constructed.

(c) The Company shall within a period of six months from the date on which the Company shall exercise the aforesaid option to purchase the Island as hereinbefore provided or such extended period as shall be agreed to by the Minister in writing give notice in writing to the Minister defining the route or proposed route of the railway to be constructed by the Company on or in connection with the Island and within three months of the receipt of such notice the Minister shall notify the Company in writing—

- (i) whether His Majesty intends to construct the branch railway line referred to in subparagraph (i) of subclause (a) or the independent railway line referred to in subparagraph (ii) of that subclause, and
- (ii) of the route or proposed route of such railway line so intended to be constructed by His Majesty.

(d) Should notice in respect of a railway to be constructed by the Company on or in connection with the Island be not given to the Minister within the time and in the manner required by subclause (c) or should the Company having given such notice construct its railway line otherwise than in accordance therewith without the written consent of the Minister His Majesty without any notice to the Company may construct maintain and work either the branch railway line referred to in subparagraph (i) of subclause (a) or the independent railway line referred to in subparagraph (ii) of that subclause and along such route upon and/or off the Island as to His Majesty shall seem fit.

(e) In the event of the construction of the said branch railway line or the said independent railway line His Majesty shall pay to the Company the cost of any filling done by or at the cost of the Company on the land required for the purpose of such railway line

but

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but shall not be liable to pay to the Company any compensation whatsoever in respect of any other improvements done on or to the said land or to pay any purchase or compensation money in respect of such land.

(f) In the event of His Majesty exercising the right to construct either the said branch railway line or the said independent railway line the strip of land 100 feet wide whereon such railway line is or is to be constructed as aforesaid shall be absolutely vested in His Majesty and the Company shall execute all necessary assurances thereof in favour of His Majesty.

Running rights,
&c., of Crown if
branch railway
constructed.

15. (a) In the event of the construction of the said branch railway line under clause 14 His Majesty the King shall have full running rights and/or the right to have the traffic of the Crown to and from Walsh Island carried over the railway line of the Company subject in each case however to such conditions and charges as shall be mutually agreed upon between the Minister and the Company and in the event of the Minister and the Company failing to agree thereon such conditions and charges shall be those which the Railway Commissioners of New South Wales shall certify would be imposed by them in similar circumstances.

Assignability of
Crown's rights
under clause 14
and subclause
(a) of this
clause.

(b) His Majesty may assign to any person or corporation the rights and privileges granted to His Majesty by clause 14 and by subclause (a) of this clause and the benefits conferred on His Majesty by such clause and subclause shall mutatis mutandis be exercisable by such assignee. Provided that in case of any and every assignment under this clause in respect of the said branch railway line to any assignee other than a person or corporation representing His Majesty each such assignee shall upon the Assignment enter into a covenant with the Company whereby the Company shall enjoy a reasonable preference over the assignee in respect of the exercise by the assignee of the running rights and the right to have the traffic of the assignee carried over the railway line of the Company and whereby the assignee shall agree not to exercise the said running rights or right to have its traffic carried over the railway line of the Company in such a way as to endanger the operations or property of the Company.

Objections and
requisitions.

16. (a) No objection or requisition shall be taken or made to the title of His Majesty to the Island and neither the Minister nor His Majesty shall be called upon to furnish any abstract or particulars of the title of His Majesty in addition to the information contained in these presents or to abstract produce or procure a covenant to produce or to covenant to produce any deeds documents copies or evidence of title whatsoever in support of the title of His Majesty nor shall the Company be entitled to investigate the title of His Majesty to the Island. Provided that the Minister shall upon payment by the Company of the purchase money as hereinbefore mentioned deliver to the Company all leases and tenancy agreements in his possession relating to the Island or any portion thereof.

(b)

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(b) All objections and requisitions (if any) which under the provisions of this Agreement the Company is entitled to make shall be made and delivered to the Minister within twenty-one days from the exercise by the Company of the option hereinbefore given to it and all objections and requisitions not so made shall be deemed to be waived.

17. (a) Upon or within a reasonable time after the payment by the Company of the purchase money referred to in clause 1 a Crown Grant of the Island shall in accordance with and subject to the provisions of this Agreement, be executed in favour of the Company for an estate in fee simple. Crown Grant.

(b) Before the execution of the said Crown Grant the estates of the Minister as Constructing Authority in the Island shall, without prejudice to the interests of all persons under subsisting tenancies, be vested in His Majesty.

(c) The said Crown Grant shall contain only such reservations exceptions conditions and provisions as may be necessary to give full effect to and make binding upon the land granted the provisions of clauses 6, 8, 14 and 15 hereof and such other reservations exceptions conditions and provisions (if any) as may be necessary to give effect to the terms of this Agreement.

(d) All stamp duty assurance and other fees payable on the Grant shall be paid by the Company.

18. If the Company abandons or repudiates this Agreement the Minister may by notice to the Company determine the Agreement but without prejudice to the liability of the Company in respect of any breaches by it of the Agreement or to the rights and remedies of the Minister and His Majesty. Abandonment,
&c., by Company
of Agreement.

19. (a) Any notice which the Minister is required or entitled to give to the Company under this Agreement shall be deemed to be duly given if signed by the Director of Public Works, Department of Public Works of the State of New South Wales or the person acting as such for the time being and delivered or left at or sent by registered post addressed to the registered office of the Company in New South Wales or in Victoria or if delivered to the public officer of the Company or to any officer of the Company at any registered office of the Company as aforesaid. Notices.

(b) Any notice which the Company is required or entitled to give to the Minister under this Agreement shall be deemed to be duly given if addressed to the Minister and delivered at the Department of Public Works aforesaid.

20. (a) Subject to the provisions hereinafter contained the Company may, with the previous consent of the Minister in writing, assign this Agreement and its rights and liabilities thereunder 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 Assignment.

shall

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shall have an allotted share capital of Five hundred thousand pounds (£500,000) at least which has been paid for in cash or an obligation to pay for which in cash exists and that such new Company shall be competent financially and otherwise to discharge the obligations of the Company under this Agreement.

(b) In the case of any and every assignment under this clause the assignee shall—

(i) execute a deed whereby it covenants with the Minister to observe and perform the provisions of this Agreement on the part of the Company to be observed and performed in the same manner in all respects as if the name of such assignee had been inserted in this Agreement in place of the name of the Company

(ii) furnish to the Minister a guarantee in the sum of Ten thousand pounds (£10,000) by a person and in a form approved by the Minister guaranteeing the performance and observance by the assignee of clauses 2, 4, and 5 and subclause (c) of clause 6 of this Agreement if and so far as the same remain to be observed and performed.

(c) Any consent by the Minister to an assignment under this clause shall not discharge the Company from any liability under this Agreement and shall extend only to the permission actually given and shall not prejudice or affect any of the Minister's rights or remedies in respect of any breach of the provisions of this Agreement.

(d) No assignment under this clause shall have the effect of increasing in any way the actual or contingent liability of the Minister of His Majesty under the Agreement, whether by way of damages or otherwise, to the intent that the Minister or His Majesty shall not be liable in any case or to any extent in or to which he or they would not have been liable had the assignment not been made.

Ratification.

21. This Agreement is subject to ratification by the Parliament of the State of New South Wales and if not so ratified before the thirtieth day of September one thousand nine hundred and thirty it shall become null and void.

In witness whereof the parties hereto have duly executed these presents.

Moscheto Island Agreement Ratification.

THE FIRST SCHEDULE HEREINBEFORE REFERRED TO.

Short Particulars of Original Crown Grants issued for various parcels
of Moscheto Island, Newcastle.

Date of Grant.		Grantee.	Portion.	Area.		
				a.	r.	p.
21st July,	1854	Robert Archibald Alison Morehead and Matthew Young.	77	9	0	0
Do.		do. do. do. ...	78	15	2	0
8th February,	1845	Robert Alfred Evenden ...	12A	10	0	0
28th February,	1845	William Read ...	13A	11	2	0
8th February,	1845	Samuel Walters ...	14A	11	0	0
Do.		Mary King ...	15A	14	1	0
Do.		William Taylor George ...	16A	12	0	0
Do.		William Ledgerwood ...	17A	15	0	0
Do.		James Macartney Reid ...	18A	12	0	0
Do.		George Tully ...	19A	14	1	0
Do.		William Moseley ...	9A	12	0	0
21st December,	1844	Henry Weston Tomkins...	138	12	2	0
8th February,	1845	William Moseley ...	21	12	0	0
21st December,	1844	Henry Weston Tomkins...	22	12	0	0
8th February,	1845	George Felton ...	24	13	0	0
28th February,	1845	Gother Kerr Mann ...	25	14	3	0
8th February,	1845	Rev. Charles Pleydell Neale Wilton ...	26	14	0	0
Do.		William Moseley ...	27	17	1	0
Do.		Elizabeth Norton ...	28	15	3	0
28th February,	1845	Thomas Buxton ...	29	17	2	0
Do.		Henry Rouse ...	30	18	3	0
Do.		Thomas Buxton ...	31	18	0	0
19th July,	1845	Mary King ...	32	20	0	0
Do.		William Kellett Baker ...	34	20	0	0
4th September,	1854	Francis Wilkins Lodge ...	20A	21	0	0
Do.		Francis Wilkins Lodge ...	21A	22	2	0
30th April,	1846	David Charles Frederick Scott ...	38	23	2	0
5th August,	1851	Edward Bedford ...	39	24	3	0
30th May,	1848	George Tounge ...	40	24	0	0
4th September,	1854	Dennis Jordan ...	41	22	2	0
27th December,	1845	Thomas Buxton and William Moseley	44	50	0	0
Do.		David Charles Frederick Scott ...	45	25	0	0
Do.		Alfred Reynolds Huntley ...	42	50	0	0
12th August,	1867	William Farigood (Vol. 50, Fol. 80) ...	2A	40	0	0
8th June,	1875	James Price (Vol. 232, Fol. 8) ...	58	50	0	0
10th May,	1877	Henry Robert Gordon (Vol. 329, Fol. 220)	59	50	0	0
8th September,	1853	William Barton ...	75	50	0	0

*Moscheto Island Agreement Ratification.*THE FIRST SCHEDULE—*continued.*

Date of Grant.	Grantee.	Portion.	Area.		
			a.	r.	p.
16th September, 1854	Thomas Hyde	76	50	0	0
11th November, 1868	Charles Croese (Vol. 76, Fol. 166) ...	36	54	2	0
29th December, 1885	Henry Parkinson (Vol. 777, Fol. 35) ...	37	40	0	0
30th June, 1845	Thomas Buxton and William Moscley	46	30	0	0
20th April, 1899	Scottish Australian Mining Co. Ltd. (Vol. 1281, Fol. 103).	Closed road between part of 77 and part of 88.	1	1	20

THE SECOND SCHEDULE HEREINBEFORE REFERRED TO.

Notifications of Resumption and Appropriation.

Date of Notification.	Date of Gazettal.	Purpose.	Land Affected.
10th March, 1914	18th March, 1914.	Wharfage improve- ments at Newcastle.	Certain land situate in parish of New- castle, county of Northumberland.
8th May, 1918	17th May, 1918	Harbour improve- ments at Moscheto Island.	do.
27th January, 1925	6th February, 1925.	Newcastle Harbour im- provements.	do.

Moscheto Island Agreement Ratification.

THE THIRD SCHEDULE HEREINBEFORE REFERRED TO.

FIRST PART.—Lands acquired by His Majesty by Purchase.

Portion.	Area.	Parish.	County.	Reference to Title.
2A	a. r. p. 40 0 0	Newcastle...	Northumberland	Certificate of Title, regd. Vol. 92, Fol. 116.
36	54 2 0	do. ...	do. ...	Crown Grant, Vol. 76, Fol. 166.
59	50 0 0	do. ...	do. ...	Certificate of Title, Vol. 3817, Fol. 24.
75 and 76.	100 0 0	do. ...	do. ...	Surrender No. 457, Book 1409.

SECOND PART.—Crown Lands within the meaning of the Crown Lands Consolidation Act, 1913.

Portion.	Area.	Parish.	County.
273	a. r. p. 106 0 0 ex. roads.	Newcastle... ...	Northumberland.
275A	30 0 0	do. ...	do.
272	397 0 0 ex. road and reserve.	do. ...	do.

Various boundary roads and reserved roads and a reserve 150 links wide on the frontage of portion 272 above high-water mark of the North channel of Hunter River.

THIRD PART.—Land vested in His Majesty for the purposes of the Public Instruction Act of 1880.

Area.	Description.	Reference to Title.
2 acres ...	Part of portion 21, parish and county aforesaid.	Surrender No. 701, Book 1144.

Moscheto Island Agreement Ratification.

THE FOURTH SCHEDULE HEREINBEFORE REFERRED TO.

Tenancies in Force.

Number and Particulars.	Person to Whom Tenancy Granted.	Area.	Nature of Tenancy.	Rent.
Memo. of Lease (under R.P. Act) B.958335 dated 10th March, 1930.	Lester Garnham	About 82 acs. 3 rds.	Term of 7 years from 25th February, 1930.	£225 per annum for both areas.
Deed of Lease dated 10th March, 1930.	do. ...	About 285 acres.	do.	
Memo. of Lease (under R.P. Act) No. B.179845 dated 23rd December, 1924	Charles Croese ...	54½ acres ...	Term of 10 years, from 24th January, 1925.	£20 per annum.
Agreement dated 25th July, 1924.	William Edward George Harrison.	Not stated ...	Weekly Tenancy	2s. 6d. per week
Agreement dated — August, 1916.	Joseph Jones ...	Not stated ...	do. ...	3s. per week.
Agreement dated 15th August, 1919.	Frederick Tongue and Clarence Tongue.	14 acs. 0 rds. 31 pers.	do. ...	5s. per week.
	Charles Croese ...	150 acres ...		£25 per annum.
	do. ...	Swamp area ...		£5 per annum.
	William Ross ...	38 acres ...		£30 per annum.
	D. Robertson ...	1 rood ...		1s. per week.
Agreement dated 19th November, 1928.	John Ross ...	Not stated ...	Monthly tenancy...	10s. per week.

THE

*Moscheto Island Agreement Ratification.*THE FOURTH SCHEDULE—*continued.*

The following Oyster Culture Leases that or parts thereof may be included in the survey of the Island:—

Number and Particulars.	Person to Whom Tenancy Granted.	Area.	Nature of Tenancy.	Rent.
No. 11513—Gazetted 31st March, 1922.	John Canning and Walter Barclay.	Not stated ...	15 years from 14th March, 1922.	£5 per annum.
No. 10414—Gazetted 13th May, 1921.	do. ...	do. ...	15 years from 15th March, 1920.	£2 per annum.
No. 11570—Gazetted 13th April, 1922.	do. ...	do. ...	15 years from 30th March, 1922.	£2 8s. per annum.
No. 10640—Gazetted 21st January, 1921.	do. ...	About 1 ac. 0 rds. 13 pers.	5 years from 6th January, 1926.	£2 3s. per annum
No. 10980—Gazetted 13th May, 1921.	Daniel W. News-ham.	Not stated ...	15 years from 26th April, 1921.	12s. per annum.
No. 14357—Gazetted 29th July, 1927.	Donald Robert-son.	do. ...	15 years from 11th July, 1927.	18s. per annum.

THE COMMON SEAL OF IM-
PERIAL CHEMICAL IN-
DUSTRIES OF AUSTRALIA
AND NEW ZEALAND
LIMITED was hereunto
affixed by authority of the
Directors and in the presence
of—

MALCOLM M. BRODIE }
W. F. CUMMING } Directors. (L.S.)

P. J. LEIGH, Acting Secretary.

Witness—G. B. COOKE.

SIGNED SEALED AND DE-
LIVERED BY THE HON-
ORABLE ERNEST ALBERT
BUTTENSCHAW the Minister
for Public Works of the State
of New South Wales in the
presence of—

R. A. JOHNSON.

E. A. BUTTENSCHAW. (L.S.)

By Authority:

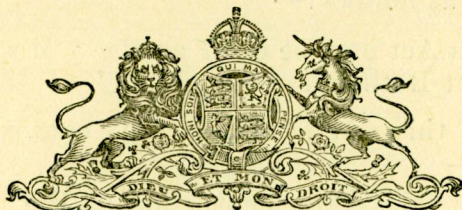
ALFRED JAMES KENT, I.S.O., Government Printer, Sydney, 1930.

[9d.]

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.

*S. G. BOYDELL,
Clerk of the Legislative Assembly.
Legislative Assembly Chamber,
Sydney, 19 June, 1930.*

New South Wales.



ANNO VICESIMO PRIMO

GEORGII V REGIS.

Act No. 29, 1930.

An Act to ratify and provide for carrying out an Agreement entered into between the Honorable Ernest Albert Buttenshaw, the Minister for Public Works of the State of New South Wales, for and on behalf of His Majesty, King George V, of the one part, and Imperial Chemical Industries of Australia and New Zealand, Limited, a company incorporated under the Companies Act, 1915, of the State of Victoria, of the other part, relating to the granting to the said company of an option to purchase Moscheto Island near Newcastle; to amend the Public Works Act, 1912, and certain other Acts; and for purposes connected therewith or incidental thereto. [Assented to, 23rd June, 1930.]

BE

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.*

Moscheto Island Agreement Ratification.

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 :—

Short title. **1.** This Act may be cited as the "Moscheto Island Agreement Ratification Act, 1930."

Definitions. **2.** In this Act, unless the context otherwise requires,—

"The said Agreement" means the Agreement, a copy of which is set out in the Schedule to this Act.

"The Minister" means the Minister for Public Works.

"The Island" means Moscheto Island near Newcastle (its boundaries being the boundaries as determined under the said Agreement).

Ratification of the Agreement. **3.** (1) The said Agreement is hereby approved and ratified.

(2) All instruments, matters, and things to be executed and done by His Majesty and the Minister under the said Agreement are hereby sanctioned and authorised.

assumptions. **4.** (1) For the purposes of the said Agreement the Governor may authorise the Minister to acquire by resumption under the Public Works Act, 1912, as amended by subsequent Acts,—

(a) any private lands and any estates or interests in Crown lands (whether above or below high water mark) or any part or parts thereof respectively ;

(b) such or any of the mines and deposits of minerals as are excepted by subclause (d) of clause 6 of the said Agreement from the sale of the island ;

(c) any tenancy on the Island granted by or for His Majesty or the Minister.

(2)

Moscheto Island Agreement Ratification.

(2) Thereupon the Minister may resume the lands, estates or interests in Crown lands, mines and deposits of minerals, and tenancies, as aforesaid, by Gazette notification under Division 1 of Part V of the said Act, and for the purposes of such Act (but subject to the provisions of the said Agreement and of this Act) any such resumption shall be deemed to be for the purpose of carrying out an authorised work within the meaning of the Public Works Act, 1912, as amended by subsequent Acts, and the provisions of that Act shall, *mutatis mutandis*, apply to and with respect to the resumption: Provided that sections one hundred and thirty-eight and ninety-seven of the said Act shall not apply in respect of any such resumption.

(3) The Minister may by notification in the Gazette notify that any land, or any estate or interest in Crown land not under tidal waters, or any mines and deposits of minerals, or any tenancy, acquired by resumption as aforesaid, shall vest in Imperial Chemical Industries of Australia and New Zealand Limited, or any assignee under it of the said Agreement, and thereupon the same shall vest accordingly.

SCHEDULE.

THIS Agreement made the thirtieth day of May, one thousand nine hundred and thirty, between the Honourable Ernest Albert Buttenshaw, the Minister for Public Works, of the State of New South Wales for and on behalf of His Majesty King George V (hereinafter referred to as "the Minister" which expression shall where the context permits include his successors in office) of the one part and Imperial Chemical Industries of Australia and New Zealand Limited a Company incorporated under the Companies Act 1915 of the State of Victoria (hereinafter referred to as "the Company" which expression shall where the context permits include its permitted assigns) of the other part: Whereas the Company is desirous of acquiring Moscheto Island near Newcastle in the State of New South Wales (hereinafter called "the Island") for the purpose of establishing and conducting thereon large works for manufacturing chemical and other products: And whereas the Crown Grants mentioned in the First Schedule hereto were issued for various parcels of the Island subject to the exceptions and reservations therein respectively contained: And whereas by the Notifications
of

Moscheto Island Agreement Ratification.

of Resumption referred to in the Second Schedule hereto parts of the Island were resumed and appropriated under the Public Works Act 1912 for the various public works mentioned in the said Notifications of Resumption and are vested in the Minister as Constructing Authority on behalf of His Majesty And whereas the mines and deposits of coal ironstone kerosene shale limestone slate or other minerals were excepted on the taking and appropriation of the lands resumed and appropriated as aforesaid And whereas certain parts of the Island as mentioned in the first part of the Third Schedule hereto have been acquired by His Majesty by purchase and certain parts of the Island as referred to in the second part of that Schedule are Crown lands within the meaning of the Crown Lands Consolidation Act 1913 and the part of the Island referred to in the third part of that Schedule (but excepting the mines and deposits of minerals as hereinbefore specified) is vested in His Majesty for the purposes of the Public Instruction Act of 1880 And whereas there are in force on the Island the tenancies mentioned in the Fourth Schedule hereto And whereas the Company at the request of the Minister has agreed to procure a guarantee from the Bank of New South Wales in favour of the Minister as security for the payment by the Company of the money payable by it under clause 5 of this Agreement and of the costs of surveys payable by it under clause 2 thereof and of the compensation payable by it under clauses 4 and 6 (c) thereof subject to a proviso that the liability of the Bank under the guarantee shall not exceed Ten thousand pounds (£10,000) And whereas the parties hereto have agreed and this Agreement witnesseth as follows:

Grant of
option.

1. (a) Subject to the provisions hereinafter contained the Company shall have the option to purchase from His Majesty the King the Island at or for the price of Sixteen thousand pounds (£16,000).

(b) Such option may only be exercised as follows namely by the Company at any time within two years from the date of this Agreement giving to the Minister notice in writing under its Common Seal that the Company exercises the option. Time is of the essence of this subclause.

(c) If the option is exercised as above mentioned the Company shall thereupon become the purchaser of the Island upon the terms of these presents.

Surveys.

2. (a) The Minister shall forthwith upon the ratification of this Agreement as hereinafter mentioned cause the Island to be surveyed and shall furnish to the Company a plan of such survey with reasonable despatch Provided that for the purposes of such survey mean high water mark along the outside edge of the existing training wall and suitable continuations therefrom to intersections with mean high water mark on the shores of the Island may at the discretion of the Minister be taken as portion of the boundaries of the Island.

(b) The boundaries of the Island as determined by the said survey shall be its boundaries for the purpose of this Agreement.

(c)

Moscheto Island Agreement Ratification.

(c) The Minister shall so far as he lawfully may also cause to be made such further surveys (including contour surveys) of or in connection with the Island as the Company may require after the ratification of this Agreement as hereinafter mentioned and before the completion of its purchase of the Island and shall cause to be furnished to the Company with reasonable despatch plans of such surveys.

(d) The costs of all surveys effected pursuant to subclauses (a) and (c) hereof including the cost of making and supplying plans shall be paid by the Company to the Minister on demand. Particulars of such costs shall be furnished by the Minister to the Company on request.

(e) A certificate under the hand of the Director of Public Works, Department of Public Works, or person acting as such for the time being shall be prima facie evidence of the cost of any and every such survey and plans.

3. The Company shall on the ratification of this Agreement as hereinafter mentioned commence and thereafter during the time in which the aforesaid option may be exercised by it continuously and diligently proceed to institute and carry out all such inquiries and investigations and cause to be done all such things as shall be necessary and proper with a view to establishing upon the Island complete and suitable works buildings machinery plant and other things for the purpose of carrying on the business of manufacturing chemical or other products on a large scale.

Obligation of Company to make investigations.

4. The Company shall after the ratification of this Agreement as hereinafter mentioned and during the time in which the aforesaid option may be exercised by it have full and free right to enter into and upon the Island for the purposes of its investigations in connection with the proposed establishment of its said works thereon or for any purposes connected therewith. Provided however that the Company shall first obtain from the tenants holding under the tenancies mentioned in the Fourth Schedule hereto their consents to such entry but in the event of any tenant withholding such consent and of the Minister being of opinion that the investigations of the Company as aforesaid are seriously prejudiced by the inability of the Company to enter upon the land subject to such tenancy the Minister upon being requested by the Company will in so far as he may lawfully do so terminate the tenancy and all compensation paid or payable by the Minister or His Majesty by reason of such termination shall be paid to the Minister by the Company on demand.

Right of entry of Company before exercise of option.

5. In the event of the Company not exercising the said option as hereinbefore provided or in the event of the Company having so exercised the option not completing the purchase of the Island in accordance with these presents the Company shall pay to the Minister the sum of Three thousand two hundred pounds (£3,200) less all such sums (if any) as the Company shall have actually expended in the making, on or within one mile of the Island only and not elsewhere, of investigations surveys and improvements in connection with the purchase

Consideration for option, &c.

Moscheto Island Agreement Ratification.

purchase of the Island—it being the intention of the parties that in case any money becomes payable by the Company in the event first mentioned in this clause the payment is by way of compensation to the Crown in respect of the Grant of the option aforesaid and in case any money becomes so payable in the event secondly mentioned in this clause the payment is as liquidated damages and not as penalty and is without prejudice to the right of the Crown to enforce the completion by the Company of the purchase.

Tenancies.

6. (a) The Island shall be sold subject to the tenancies mentioned in the Fourth Schedule hereto and to the tenancies as granted or extended under the proviso to the following subclause.

(b) The Minister shall not during the time in which the aforesaid option may be exercised by the Company create any fresh tenancies or grant any extension of existing tenancies in respect of any part of the Island provided that this subclause shall not prevent the granting or extension of tenancies which may be terminated by a month's notice or less.

(c) After the Company has exercised the aforesaid option as hereinbefore provided and before the completion of the purchase of the Island the Minister will in so far as he may lawfully do so upon the request of the Company terminate all or any of the tenancies on the Island and all compensation paid or payable by the Minister or His Majesty by reason of such termination shall be paid to the Minister by the Company upon demand.

Minerals.

(d) The Island shall be sold subject to the exception thereof of such of the mines and deposits of coal, ironstone, kerosene shale, limestone, slate and other minerals as passed by or under the respective Crown Grants issued for parts of the Island and as have not become revested in His Majesty at the date of this Agreement.

Trigonometrical Stations.

(e) The sale of the Island is subject to a reservation to His Majesty His Heirs and Successors of a right of access by officers of the Department of Lands so authorised by the Surveyor-General to the Trigonometrical Stations shown on the public map of the Parish of Newcastle in the Department of Lands for the purposes of making surveys at such points and otherwise using the said Trigonometrical Stations for survey purposes. Provided that should the Company give to the Surveyor-General one month's notice in writing of its intention so to do it may effect improvements on the Island without regard to the said Trigonometrical Stations but this shall not prevent the reinstatement at the same places of such Stations in so far as the improvements and operations of the Company may permit.

Payment of purchase money.

7. (a) Within two months after the Company has exercised the aforesaid option as hereinbefore provided it shall pay to the Minister the whole of the purchase money of Sixteen thousand pounds (£16,000) hereinbefore mentioned.

(b) Upon payment of such purchase money the Company shall subject to clause 6 be entitled to possession of the Island and to the receipt of the rents and profits thereof and from the date of such payment.

Moscheto Island Agreement Ratification.

payment the Company shall be and become liable for the payment of all rates taxes assessments and outgoings of every description payable in respect of or charged or to be charged on the Island and any necessary apportionments shall be made and adjusted between the Company and His Majesty.

8. (a) Upon the Company exercising the aforesaid option as hereinbefore provided the Company at its own expense shall commence the erection and construction of works for manufacturing chemical or other products on the Island and shall continuously thereafter proceed with such erection and construction and shall complete the same with all necessary buildings machinery plant and fixtures—

Works to be
constructed
by Company.

- (i) to the value of at least One hundred thousand pounds (£100,000) within a period of two years from the date of exercising the option, and
- (ii) to the total value of at least Five hundred thousand pounds (£500,000) within a period of five years from the date of exercising the option.

Provided that if in the opinion of the Minister the erection construction and completion of the said works with the necessary buildings machinery plant and fixtures be delayed by earthquake riot severe epidemic flood loss of material and plant at sea strike or combination of workmen and if the Minister considers that any such event is due to no fault or neglect of the Company and if the Company shall as soon as possible after the happening of any and every such event apply in writing to the Minister for an extension of the period stated in subparagraph (i) and/or subparagraph (ii) of this subclause on account of such event setting forth the cause of such application the Minister shall allow by writing under his hand such an extension of the period stated in subparagraph (i) and/or in subparagraph (ii) aforesaid as he shall think adequate.

(b) In ascertaining the value of the manufacturing works for the purposes of subparagraphs (i) and (ii) of subclause (a) of this clause the value of all wharves bridges railways roads pipes and cables and filling and dredging and surveys effected by the Company upon or contiguous to the Island in connection with the said works shall be taken into account Provided that the cost of dredging in respect of which the Company is liable to pay a yearly sum as hereinafter mentioned shall not be taken into account.

(c) The Company shall from time to time produce all books vouchers documents and evidence to, and allow the said manufacturing works the buildings machinery plant and fixtures mentioned in subclause (a) of this clause and the wharves bridges railways roads pipes cables filling dredging and surveys mentioned in the subclause (b) of this clause to be inspected by the Minister or a responsible officer appointed by him for that purpose for the purpose of ascertaining the performance or non-performance by the Company of the provisions of subclause (a) aforesaid.

(d)

Moscheto Island Agreement Ratification.

(d) If the Company shall make default in the performance or observance of any of the provisions of this clause on its part to be performed or observed the Island together with all works buildings and improvements thereon shall thereupon become absolutely forfeited to His Majesty but without releasing the Company from liability in respect of the breach or non-observance of any of the provisions of this Agreement and on the part of the Company to be fulfilled.

Dredging.

9. (a) After the payment by the Company of the purchase money in accordance with subclause (a) of clause 7 (but subject always to default not having been made by the Company under clause 8 hereof) the Minister will at the request of the Company (but so far only as is reasonably practicable and subject as is hereinafter mentioned) commence and proceed with all dredging necessary so as to provide, and thereafter shall so far as is reasonably practicable (but subject always to default not having been made by the Company in payment to the Minister of the yearly sums mentioned in clause 10 hereof) maintain, a deep water frontage with a depth of at least twenty-five feet at low water spring tide along six hundred feet of the eastern frontage of the Island to a width of five hundred feet together with a channel with a depth of at least twenty-five feet at low water spring tide to give reasonable access to such deep water frontage from the Pacific Ocean but so that the Minister shall not be liable under this subclause to carry out or maintain any dredging within a distance of sixty feet from the boundaries of the Island as determined by the survey referred to in subclause (b) of clause 2 hereof.

(b) Provided however that if the Company shall request the Minister to carry out any dredging within the said distance of sixty feet so as to continue there the deep water frontage beforementioned or so as to maintain the same when so continued the Minister will cause such dredging to be done so far as is reasonably practicable but at the sole risk and cost of the Company and the Company shall repay to His Majesty such cost on demand made by the Minister and hereby indemnifies His Majesty and the Minister against all claims and demands in respect of any and all such dredging. Particulars of such cost shall be furnished by the Minister to the Company on request. A certificate by the Minister shall be prima facie evidence of the cost of such dredging.

Payment
by Company
in respect of
certain
dredging.

10. (a) In respect of the dredging to be carried out under subclause (a) of clause 9 so as to provide the deep water frontage as therein mentioned the Company shall pay to the Minister in each and every year a yearly sum equal to six per centum of the cost of such dredging as follows:—The first of such yearly sums to be paid by the Company at the end of the first year after commencement of the dredging and to be calculated on the amounts expended by the Minister during that year as from the respective dates of expenditure and thereafter one of such yearly sums to be paid at the end of each and every year and to be calculated on the amounts expended during such year and all preceding years as from the respective dates of expenditure in
regard

Moscheto Island Agreement Ratification.

regard to amounts expended during that year and as from the commencement of that year in regard to amounts expended during the preceding years. Provided that such yearly sum shall not in any case be calculated on amounts expended in dredging for maintenance only.

(b) Certificates by the Minister of the amounts expended in such dredging and of the dates of expenditure and of the purposes and objects for or on which such amounts were expended shall be prima facie evidence of the matters stated therein. Such reasonable particulars of the expenditure as the Company shall require shall be furnished by the Minister.

11. After payment by the Company of the purchase money in accordance with subclause (a) of clause 7 (but subject always to default not having been made by the Company under clause 8 hereof) the Minister will so far as the public interest may permit and so far as the same will not interfere with navigation from time to time and upon the application of the Company grant to the Company a lease or leases of Crown land (submerged or otherwise) adjoining the Island for the purposes of a wharf or wharves for such period or periods (no period however to exceed ninety-nine years) at such rent and subject to such terms and conditions as the Minister may determine.

12. After the payment by the Company of the purchase money in accordance with subclause (a) of clause 7 (but subject always to default not having been made by the Company under clause 8 hereof) the Minister will so far as the public interest may permit and so far as the same will not interfere with navigation and upon the application of the Company grant to the Company the right to erect construct or lay down under and/or over the tidal waters adjacent to the Island and being vacant Crown land or Crown land held under lease or license (but in such case subject only to the lease or license) at such place or places and in such position or positions as the Minister shall determine bridges, railways, roads, pipes and/or cables for the purposes of the Company's works but so that no bridge, railway, road, pipe or cable shall be erected constructed or laid down unless and until the plans and specifications thereof have been first approved of by the Minister in writing. Such approval is not to be unreasonably withheld.

13. (a) Where the Company has obtained under clause 12 hereof a right to erect construct or lay down a bridge, railway, road, pipe, or cable the Governor (provided that Parliament by the Enabling or any other Act shall authorise him so to do) shall, if requested by the Company, authorise the Minister to acquire by resumption under the Public Works Act, 1912, for the purposes of such bridge, railway, road, pipe or cable, such private lands and such estates or interests in Crown lands (whether above or below high water mark) or such part or parts thereof respectively as in the opinion of the Governor may be so acquired therefor without prejudice to the public interest and the Minister shall thereupon acquire the same accordingly.

(b)

Moscheto Island Agreement Ratification.

(b) After payment by the Company of the purchase money in accordance with subclause (a) of clause 7 (but subject always to default not having been made by the Company under clause 8 hereof) the Governor (provided that Parliament by the Enabling or any other Act shall authorise him so to do) shall if requested by the Company authorise the Minister to acquire by resumption under the said Act such or any of the mines and deposits of minerals as are excepted by subclause (d) of clause 6 from the sale of the Island and as may be so acquired without prejudice to the public interest and the Minister shall thereupon acquire the same accordingly.

(c) In either of the following cases that is to say—

- (i) In the event of a tenant on the Island withholding his consent as mentioned in the proviso in clause 4 and of the Minister being of the opinion as referred to in that proviso and being unable lawfully to terminate the tenancy as provided in that proviso upon a request by the Company so to do: or
- (ii) In the event of the Minister upon being requested by the Company under subclause (c) of clause 6 so to do being unable lawfully to terminate a tenancy as provided in that subclause

the Governor (provided that Parliament by the Enabling or any other Act shall authorise him so to do) shall if requested by the Company authorise the Minister to acquire by resumption under the said Act the interest of the tenant under his tenancy and the Minister shall thereupon acquire the same accordingly.

(d) The Company will at the request of the Minister pay to the Minister all and every sums and sum of money that may become due or payable by His Majesty or the Minister in connection with or in respect of or incidental to any and every resumption effected under the preceding provisions of this clause whether as compensation money interest costs charges expenses damages or otherwise howsoever.

(e) The Company shall, if so required by him, deposit with the Minister before any resumption is made under the preceding provisions of this clause the amount estimated by the Minister as being the probable amount of the moneys payable by the Company to the Minister under subclause (d) of this clause in respect of such resumption.

(f) After payment by the Company to the Minister of the amount of the moneys payable by it under subclause (d) of this clause in respect of any resumption the estate or interest acquired by the Minister by the resumption shall as soon as practicable be vested in the company if so requested by it. Provided that if the land is under tidal waters the estate or interest so acquired shall be surrendered by the Minister to His Majesty.

Moscheto Island Agreement Ratification.

14. (a) Notwithstanding any other provision of this Agreement His Majesty the King shall have the right, subject to the provisions of this clause, at any time before or after the Company has purchased the Island without the payment of any compensation to the Company except such as is provided in subclause (e) of this clause upon and/or off the Island to construct maintain and work—

Right of Crown
to construct
and work
railway.

- (i) from and with any railway line which may be constructed by the Company on or in connection with the Island a branch railway line on in and over land of a width of 100 feet to connect with or give access to Walsh Island, or
- (ii) a line of railway on in and over land of a width of 100 feet independently of any railway line to be constructed by the Company.

(b) Without in any way limiting the legal rights of the parties it is their intention that any such railway line shall be constructed by His Majesty under subparagraph (i) or (ii) of subclause (a) in such a position as to interfere as little as possible with the Company's said manufacturing works and that with this object in view the Minister and the Company shall endeavour to agree upon the route of the railway to be constructed.

(c) The Company shall within a period of six months from the date on which the Company shall exercise the aforesaid option to purchase the Island as hereinbefore provided or such extended period as shall be agreed to by the Minister in writing give notice in writing to the Minister defining the route or proposed route of the railway to be constructed by the Company on or in connection with the Island and within three months of the receipt of such notice the Minister shall notify the Company in writing—

- (i) whether His Majesty intends to construct the branch railway line referred to in subparagraph (i) of subclause (a) or the independent railway line referred to in subparagraph (ii) of that subclause, and
- (ii) of the route or proposed route of such railway line so intended to be constructed by His Majesty.

(d) Should notice in respect of a railway to be constructed by the Company on or in connection with the Island be not given to the Minister within the time and in the manner required by subclause (c) or should the Company having given such notice construct its railway line otherwise than in accordance therewith without the written consent of the Minister His Majesty without any notice to the Company may construct maintain and work either the branch railway line referred to in subparagraph (i) of subclause (a) or the independent railway line referred to in subparagraph (ii) of that subclause and along such route upon and/or off the Island as to His Majesty shall seem fit.

(e) In the event of the construction of the said branch railway line or the said independent railway line His Majesty shall pay to the Company the cost of any filling done by or at the cost of the Company on the land required for the purpose of such railway line

but

Moscheto Island Agreement Ratification.

but shall not be liable to pay to the Company any compensation whatsoever in respect of any other improvements done on or to the said land or to pay any purchase or compensation money in respect of such land.

(f) In the event of His Majesty exercising the right to construct either the said branch railway line or the said independent railway line the strip of land 100 feet wide whereon such railway line is or is to be constructed as aforesaid shall be absolutely vested in His Majesty and the Company shall execute all necessary assurances thereof in favour of His Majesty.

Running rights,
&c., of Crown if
branch railway
constructed.

15. (a) In the event of the construction of the said branch railway line under clause 14 His Majesty the King shall have full running rights and/or the right to have the traffic of the Crown to and from Walsh Island carried over the railway line of the Company subject in each case however to such conditions and charges as shall be mutually agreed upon between the Minister and the Company and in the event of the Minister and the Company failing to agree thereon such conditions and charges shall be those which the Railway Commissioners of New South Wales shall certify would be imposed by them in similar circumstances.

Assignability of
Crown's rights
under clause 14
and subclause
(a) of this
clause.

(b) His Majesty may assign to any person or corporation the rights and privileges granted to His Majesty by clause 14 and by subclause (a) of this clause and the benefits conferred on His Majesty by such clause and subclause shall mutatis mutandis be exercisable by such assignee. Provided that in case of any and every assignment under this clause in respect of the said branch railway line to any assignee other than a person or corporation representing His Majesty each such assignee shall upon the Assignment enter into a covenant with the Company whereby the Company shall enjoy a reasonable preference over the assignee in respect of the exercise by the assignee of the running rights and the right to have the traffic of the assignee carried over the railway line of the Company and whereby the assignee shall agree not to exercise the said running rights or right to have its traffic carried over the railway line of the Company in such a way as to endanger the operations or property of the Company.

Objection and
requisitions.

16. (a) No objection or requisition shall be taken or made to the title of His Majesty to the Island and neither the Minister nor His Majesty shall be called upon to furnish any abstract or particulars of the title of His Majesty in addition to the information contained in these presents or to abstract produce or procure a covenant to produce or to covenant to produce any deeds documents copies or evidence of title whatsoever in support of the title of His Majesty nor shall the Company be entitled to investigate the title of His Majesty to the Island. Provided that the Minister shall upon payment by the Company of the purchase money as hereinbefore mentioned deliver to the Company all leases and tenancy agreements in his possession relating to the Island or any portion thereof.

(b)

Moscheto Island Agreement Ratification.

(b) All objections and requisitions (if any) which under the provisions of this Agreement the Company is entitled to make shall be made and delivered to the Minister within twenty-one days from the exercise by the Company of the option hereinbefore given to it and all objections and requisitions not so made shall be deemed to be waived.

17. (a) Upon or within a reasonable time after the payment by the Company of the purchase money referred to in clause 1 a Crown Grant of the Island shall in accordance with and subject to the provisions of this Agreement, be executed in favour of the Company for an estate in fee simple.

(b) Before the execution of the said Crown Grant the estates of the Minister as Constructing Authority in the Island shall, without prejudice to the interests of all persons under subsisting tenancies, be vested in His Majesty.

(c) The said Crown Grant shall contain only such reservations exceptions conditions and provisions as may be necessary to give full effect to and make binding upon the land granted the provisions of clauses 6, 8, 14 and 15 hereof and such other reservations exceptions conditions and provisions (if any) as may be necessary to give effect to the terms of this Agreement.

(d) All stamp duty assurance and other fees payable on the Grant shall be paid by the Company.

18. If the Company abandons or repudiates this Agreement the Minister may by notice to the Company determine the Agreement but without prejudice to the liability of the Company in respect of any breaches by it of the Agreement or to the rights and remedies of the Minister and His Majesty.

Abandonment,
&c., by Company
of Agreement.

19. (a) Any notice which the Minister is required or entitled to give to the Company under this Agreement shall be deemed to be duly given if signed by the Director of Public Works, Department of Public Works of the State of New South Wales or the person acting as such for the time being and delivered or left at or sent by registered post addressed to the registered office of the Company in New South Wales or in Victoria or if delivered to the public officer of the Company or to any officer of the Company at any registered office of the Company as aforesaid.

Notices.

(b) Any notice which the Company is required or entitled to give to the Minister under this Agreement shall be deemed to be duly given if addressed to the Minister and delivered at the Department of Public Works aforesaid.

20. (a) Subject to the provisions hereinafter contained the Company may, with the previous consent of the Minister in writing, assign this Agreement and its rights and liabilities thereunder 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

Assignment.

Moscheto Island Agreement Ratification.

shall have an allotted share capital of Five hundred thousand pounds (£500,000) at least which has been paid for in cash or an obligation to pay for which in cash exists and that such new Company shall be competent financially and otherwise to discharge the obligations of the Company under this Agreement.

(b) In the case of any and every assignment under this clause the assignee shall—

- (i) execute a deed whereby it covenants with the Minister to observe and perform the provisions of this Agreement on the part of the Company to be observed and performed in the same manner in all respects as if the name of such assignee had been inserted in this Agreement in place of the name of the Company
- (ii) furnish to the Minister a guarantee in the sum of Ten thousand pounds (£10,000) by a person and in a form approved by the Minister guaranteeing the performance and observance by the assignee of clauses 2, 4, and 5 and subclause (c) of clause 6 of this Agreement if and so far as the same remain to be observed and performed.

(c) Any consent by the Minister to an assignment under this clause shall not discharge the Company from any liability under this Agreement and shall extend only to the permission actually given and shall not prejudice or affect any of the Minister's rights or remedies in respect of any breach of the provisions of this Agreement.

(d) No assignment under this clause shall have the effect of increasing in any way the actual or contingent liability of the Minister of His Majesty under the Agreement, whether by way of damages or otherwise, to the intent that the Minister or His Majesty shall not be liable in any case or to any extent in or to which he or they would not have been liable had the assignment not been made.

Ratification.

21. This Agreement is subject to ratification by the Parliament of the State of New South Wales and if not so ratified before the thirtieth day of September one thousand nine hundred and thirty it shall become null and void.

In witness whereof the parties hereto have duly executed these presents.

THE

Moscheto Island Agreement Ratification.

THE FIRST SCHEDULE HEREINBEFORE REFERRED TO.

Short Particulars of Original Crown Grants issued for various parcels
of Moscheto Island, Newcastle.

Date of Grant.		Grantee.	Portion.	Area.		
				a.	r.	p.
21st July,	1854	Robert Archibald Alison Morehead and Matthew Young.	77	9	0	0
Do.		do. do. do. ...	78	15	2	0
8th February,	1845	Robert Alfred Evenden ...	12A	10	0	0
28th February,	1845	William Read ...	13A	11	2	0
8th February,	1845	Samuel Walters ...	14A	11	0	0
Do.		Mary King ...	15A	14	1	0
Do.		William Taylor George ...	16A	12	0	0
Do.		William Ledgerwood ...	17A	15	0	0
Do.		James Macartney Reid ...	18A	12	0	0
Do.		George Tully ...	19A	14	1	0
Do.		William Moseley ...	9A	12	0	0
21st December,	1844	Henry Weston Tomkins...	138	12	2	0
8th February,	1845	William Moseley ...	21	12	0	0
21st December,	1844	Henry Weston Tomkins...	22	12	0	0
8th February,	1845	George Felton ...	24	13	0	0
28th February,	1845	Gother Kerr Mann ...	25	14	3	0
8th February,	1845	Rev. Charles Pleydell Neale Wilton ...	26	14	0	0
Do.		William Moseley ...	27	17	1	0
Do.		Elizabeth Norton ...	28	15	3	0
28th February,	1845	Thomas Buxton ...	29	17	2	0
Do.		Henry Rouse ...	30	18	3	0
Do.		Thomas Buxton ...	31	18	0	0
19th July,	1845	Mary King ...	32	20	0	0
Do.		William Kellett Baker ...	34	20	0	0
4th September,	1854	Francis Wilkins Lodge ...	20A	21	0	0
Do.		Francis Wilkins Lodge ...	21A	22	2	0
30th April,	1846	David Charles Frederick Scott ...	38	23	2	0
5th August,	1851	Edward Bedford ...	39	24	3	0
30th May,	1848	George Tounge ...	40	24	0	0
4th September,	1854	Dennis Jordan ...	41	22	2	0
27th December,	1845	Thomas Buxton and William Moseley	44	50	0	0
Do.		David Charles Frederick Scott ...	45	25	0	0
Do.		Alfred Reynolds Huntley ...	42	50	0	0
12th August,	1867	William Farigood (Vol. 50, Fol. 80) ...	2A	40	0	0
8th June,	1875	James Price (Vol. 232, Fol. 8) ...	58	50	0	0
10th May,	1877	Henry Robert Gordon (Vol. 329, Fol. 220)	59	50	0	0
8th September,	1853	William Barton ...	75	50	0	0

*Moscheto Island Agreement Ratification.*THE FIRST SCHEDULE—*continued.*

Date of Grant.	Grantee.	Portion.	Area.
			a. r. p.
16th September, 1854	Thomas Hyde	76	50 0 0
11th November, 1868	Charles Croese (Vol. 76, Fol. 166) ...	36	54 2 0
29th December, 1885	Henry Parkinson (Vol. 777, Fol. 35) ...	37	40 0 0
30th June, 1845	Thomas Buxton and William Moseley	46	30 0 0
20th April, 1899	Scottish Australian Mining Co. Ltd. (Vol. 1281, Fol. 103).	Closed road between part of 77 and part of 88.	1 1 20

THE SECOND SCHEDULE HEREINBEFORE REFERRED TO.

Notifications of Resumption and Appropriation.

Date of Notification.	Date of Gazettal.	Purpose.	Land Affected.
10th March, 1914	18th March, 1914.	Wharfage improve- ments at Newcastle.	Certain land situate in parish of New- castle, county of Northumberland.
8th May, 1918	17th May, 1918	Harbour improve- ments at Moscheto Island.	do.
27th January, 1925	6th February, 1925.	Newcastle Harbour im- provements.	do.

THE

Moscheto Island Agreement Ratification.

THE THIRD SCHEDULE HEREINBEFORE REFERRED TO.

FIRST PART.—Lands acquired by His Majesty by Purchase.

Portion.	Area.	Parish.	County.	Reference to Title.
2A	a. r. p. 40 0 0	Newcastle...	Northumberland	Certificate of Title, regd. Vol. 92, Fol. 116.
36	54 2 0	do. ...	do. ...	Crown Grant, Vol. 76, Fol. 166.
59	50 0 0	do. ...	do. ...	Certificate of Title, Vol. 3817, Fol. 24.
75 and 76.	100 0 0	do. ...	do. ...	Surrender No. 457, Book 1409.

SECOND PART.—Crown Lands within the meaning of the Crown Lands Consolidation Act, 1913.

Portion.	Area.	Parish.	County.
273	a. r. p. 106 0 0 ex. roads.	Newcastle... ..	Northumberland.
275A	30 0 0	do.	do.
272	397 0 0 ex. road and reserve.	do.	do.

Various boundary roads and reserved roads and a reserve 150 links wide on the frontage of portion 272 above high-water mark of the North channel of Hunter River.

THIRD PART.—Land vested in His Majesty for the purposes of the Public Instruction Act of 1880.

Area.	Description.	Reference to Title.
2 acres ...	Part of portion 21, parish and county aforesaid.	Surrender No. 701, Book 1144.

THE

Moscheto Island Agreement Ratification.

THE FOURTH SCHEDULE HEREINBEFORE REFERRED TO.
Tenancies in Force.

Number and Particulars.	Person to Whom Tenancy Granted.	Area.	Nature of Tenancy.	Rent.
Memo. of Lease (under R.P. Act) B.958335 dated 10th March, 1930.	Lester Garnham	About 82 acs. 3 rds.	Term of 7 years from 25th February, 1930.	£225 per annum for both areas.
Deed of Lease dated 10th March, 1930.	do. ...	About 285 acres.	do.	
Memo. of Lease (under R.P. Act) No. B.179845 dated 23rd December, 1924	Charles Croese ...	54½ acres ...	Term of 10 years, from 24th January, 1925.	£20 per annum.
Agreement dated 25th July, 1924.	William Edward George Harrison.	Not stated ...	Weekly Tenancy	2s. 6d. per week
Agreement dated — August, 1916.	Joseph Jones ...	Not stated ...	do. ...	3s. per week.
Agreement dated 15th August, 1919.	Frederick Tongue and Clarence Tongue.	14 acs. 0 rds. 31 pers.	do. ...	5s. per week.
	Charles Croese ...	150 acres ...		£25 per annum.
	do. ...	Swamp area ...		£5 per annum.
	William Ross ...	38 acres ...		£30 per annum.
	D. Robertson ...	1 rood ...		1s. per week.
Agreement dated 19th November, 1928.	John Ross ...	Not stated ...	Monthly tenancy...	10s. per week.

THE

*Moscheto Island Agreement Ratification.*THE FOURTH SCHEDULE—*continued.*

The following Oyster Culture Leases that or parts thereof may be included in the survey of the Island:—

Number and Particulars.	Person to Whom Tenancy Granted.	Area.	Nature of Tenancy.	Rent.
No. 11513—Gazetted 31st March, 1922.	John Canning and Walter Barclay.	Not stated ...	15 years from 14th March, 1922.	£5 per annum.
No. 10414—Gazetted 13th May, 1921.	do. ...	do. ...	15 years from 15th March, 1920.	£2 per annum.
No. 11570—Gazetted 13th April, 1922.	do. ...	do. ...	15 years from 30th March, 1922.	£2 8s. per annum.
No. 10640—Gazetted 21st January, 1921.	do. ...	About 1 ac. Ords. 13 pers.	5 years from 6th January, 1926.	£2 3s. per annum
No. 10980—Gazetted 13th May, 1921.	Daniel W. Newsham.	Not stated ...	15 years from 26th April, 1921.	12s. per annum.
No. 14357—Gazetted 29th July, 1927.	Donald Robertson.	do. ...	15 years from 11th July, 1927.	18s. per annum.

THE COMMON SEAL OF IMPERIAL CHEMICAL INDUSTRIES OF AUSTRALIA AND NEW ZEALAND LIMITED was hereunto affixed by authority of the Directors and in the presence of—

MALCOLM M. BRODIE }
W. F. CUMMING } Directors. (L.S.)

P. J. LEIGH, Acting Secretary.

Witness—G. B. COOKE.

SIGNED SEALED AND DELIVERED BY THE HONORABLE ERNEST ALBERT BUTTENSHAW the Minister for Public Works of the State of New South Wales in the presence of—

E. A. BUTTENSHAW. (L.S.)

R. A. JOHNSON.

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

PHILIP GAME,
Governor.
Government House,
Sydney, 23rd June, 1930.

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.

S. G. BOYDELL,
Clerk of the Legislative Assembly.
Legislative Assembly Chamber,
Sydney, 6 June, 1930, A.M.

New South Wales.



ANNO VICESIMO PRIMO

GEORGII V REGIS.

Act No. , 1930.

An Act to ratify and provide for carrying out an Agreement entered into between the Honorable Ernest Albert Buttenshaw, the Minister for Public Works of the State of New South Wales, for and on behalf of His Majesty, King George V, of the one part, and Imperial Chemical Industries of Australia and New Zealand, Limited, a company incorporated under the Companies Act, 1915, of the State of Victoria, of the other part, relating to the granting to the said company of an option to purchase Moscheto Island near Newcastle; to amend the Public Works Act, 1912, and certain other Acts; and for purposes connected therewith or incidental thereto.

Moscheto Island Agreement Ratification.

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. This Act may be cited as the "Moscheto Island Short title. Agreement Ratification Act, 1930."

2. In this Act, unless the context otherwise Definitions. requires,—

10 "The said Agreement" means the Agreement, a copy of which is set out in the Schedule to this Act.

"The Minister" means the Minister for Public Works.

15 "The Island" means Moscheto Island near Newcastle (its boundaries being the boundaries as determined under the said Agreement).

3. (1) The said Agreement is hereby approved and Ratification of the Agreement. ratified.

20 (2) All instruments, matters, and things to be executed and done by His Majesty and the Minister under the said Agreement are hereby sanctioned and authorised.

4. (1) For the purposes of the said Agreement the Resumptions. Governor may authorise the Minister to acquire by resumption under the Public Works Act, 1912, as amended by subsequent Acts,—

30 (a) any private lands and any estates or interests in Crown lands (whether above or below high water mark) or any part or parts thereof respectively ;

(b) such or any of the mines and deposits of minerals as are excepted by subclause (d) of clause 6 of the said Agreement from the sale of the island ;

35 (c) any tenancy on the Island granted by or for His Majesty or the Minister.

(2)

Moscheto Island Agreement Ratification.

- (2) Thereupon the Minister may resume the lands, estates or interests in Crown lands, mines and deposits of minerals, and tenancies, as aforesaid, by Gazette notification under Division 1 of Part V of the said Act, and for the purposes of such Act (but subject to the provisions of the said Agreement and of this Act) any such resumption shall be deemed to be for the purpose of carrying out an authorised work within the meaning of the Public Works Act, 1912, as amended by subsequent Acts, and the provisions of that Act shall, mutatis mutandis, apply to and with respect to the resumption: Provided that sections one hundred and thirty-eight and ninety-seven of the said Act shall not apply in respect of any such resumption.
- (3) The Minister may by notification in the Gazette notify that any land, or any estate or interest in Crown land not under tidal waters, or any mines and deposits of minerals, or any tenancy, acquired by resumption as aforesaid, shall vest in Imperial Chemical Industries of Australia and New Zealand Limited, or any assignee under it of the said Agreement, and thereupon the same shall vest accordingly.

SCHEDULE.

- THIS Agreement made the thirtieth day of May, one thousand nine hundred and thirty, between the Honourable Ernest Albert Buttenshaw, the Minister for Public Works, of the State of New South Wales for and on behalf of His Majesty King George V (hereinafter referred to as "the Minister" which expression shall where the context permits include his successors in office) of the one part and Imperial Chemical Industries of Australia and New Zealand Limited a Company incorporated under the Companies Act 1915 of the State of Victoria (hereinafter referred to as "the Company" which expression shall where the context permits include its permitted assigns) of the other part: Whereas the Company is desirous of acquiring Moscheto Island near Newcastle in the State of New South Wales (hereinafter called "the Island") for the purpose of establishing and conducting thereon large works for manufacturing chemical and other products: And whereas the Crown Grants mentioned in the First Schedule hereto were issued for various parcels of the Island subject to the exceptions and reservations therein respectively contained: And whereas by the Notifications of

Moscheto Island Agreement Ratification.

of Resumption referred to in the Second Schedule hereto parts of the Island were resumed and appropriated under the Public Works Act 1912 for the various public works mentioned in the said Notifications of Resumption and are vested in the Minister as Constructing Authority on behalf of His Majesty And
5 whereas the mines and deposits of coal ironstone kerosene shale limestone slate or other minerals were excepted on the taking and appropriation of the lands resumed and appropriated as afore-
10 said And whereas certain parts of the Island as mentioned in the first part of the Third Schedule hereto have been acquired by His Majesty by purchase and certain parts of the Island as referred to in the second part of that Schedule are Crown lands within the meaning of the Crown Lands Consolidation Act 1913 and the part of the Island referred to in the third part of that Schedule
15 (but excepting the mines and deposits of minerals as hereinbefore specified) is vested in His Majesty for the purposes of the Public Instruction Act of 1880 And whereas there are in force on the Island the tenancies mentioned in the Fourth Schedule hereto And whereas the Company at the request of the Minister has
20 agreed to procure a guarantee from the Bank of New South Wales in favour of the Minister as security for the payment by the Company of the money payable by it under clause 5 of this Agreement and of the costs of surveys payable by it under
25 clause 2 thereof and of the compensation payable by it under clauses 4 and 6 (c) thereof subject to a proviso that the liability of the Bank under the guarantee shall not exceed Ten thousand pounds (£10,000) And whereas the parties hereto have agreed and this Agreement witnesseth as follows:

1. (a) Subject to the provisions hereinafter contained the Com- Grant of
30 pany shall have the option to purchase from His Majesty the King option.
the Island at or for the price of Sixteen thousand pounds (£16,000).

(b) Such option may only be exercised as follows namely by the Company at any time within two years from the date of this Agree-
ment giving to the Minister notice in writing under its Common Seal
35 that the Company exercises the option. Time is of the essence of this subclause.

(c) If the option is exercised as above mentioned the Company shall thereupon become the purchaser of the Island upon the terms of these presents.

40 2. (a) The Minister shall forthwith upon the ratification of this Surveys.
Agreement as hereinafter mentioned cause the Island to be surveyed and shall furnish to the Company a plan of such survey with reason-
able despatch Provided that for the purposes of such survey mean
45 high water mark along the outside edge of the existing training wall and suitable continuations therefrom to intersections with mean high
water mark on the shores of the Island may at the discretion of the Minister be taken as portion of the boundaries of the Island.

(b) The boundaries of the Island as determined by the said survey shall be its boundaries for the purpose of this Agreement.

(c)

Moscheto Island Agreement Ratification.

(c) The Minister shall so far as he lawfully may also cause to be made such further surveys (including contour surveys) of or in connection with the Island as the Company may require after the ratification of this Agreement as hereinafter mentioned and before the completion of its purchase of the Island and shall cause to be furnished to the Company with reasonable despatch plans of such surveys.

(d) The costs of all surveys effected pursuant to subclauses (a) and (c) hereof including the cost of making and supplying plans shall be paid by the Company to the Minister on demand. Particulars of such costs shall be furnished by the Minister to the Company on request.

(e) A certificate under the hand of the Director of Public Works, Department of Public Works, or person acting as such for the time being shall be prima facie evidence of the cost of any and every such survey and plans.

3. The Company shall on the ratification of this Agreement as hereinafter mentioned commence and thereafter during the time in which the aforesaid option may be exercised by it continuously and diligently proceed to institute and carry out all such inquiries and investigations and cause to be done all such things as shall be necessary and proper with a view to establishing upon the Island complete and suitable works buildings machinery plant and other things for the purpose of carrying on the business of manufacturing chemical or other products on a large scale.

4. The Company shall after the ratification of this Agreement as hereinafter mentioned and during the time in which the aforesaid option may be exercised by it have full and free right to enter into and upon the Island for the purposes of its investigations in connection with the proposed establishment of its said works thereon or for any purposes connected therewith. Provided however that the Company shall first obtain from the tenants holding under the tenancies mentioned in the Fourth Schedule hereto their consents to such entry but in the event of any tenant withholding such consent and of the Minister being of opinion that the investigations of the Company as aforesaid are seriously prejudiced by the inability of the Company to enter upon the land subject to such tenancy the Minister upon being requested by the Company will in so far as he may lawfully do so terminate the tenancy and all compensation paid or payable by the Minister or His Majesty by reason of such termination shall be paid to the Minister by the Company on demand.

5. In the event of the Company not exercising the said option as hereinbefore provided or in the event of the Company having so exercised the option not completing the purchase of the Island in accordance with these presents the Company shall pay to the Minister the sum of Three thousand two hundred pounds (£3,200) less all such sums (if any) as the Company shall have actually expended in the making, on or within one mile of the Island only and not elsewhere, of investigations surveys and improvements in connection with the purchase

Moscheto Island Agreement Ratification.

purchase of the Island—it being the intention of the parties that in case any money becomes payable by the Company in the event first mentioned in this clause the payment is by way of compensation to the Crown in respect of the Grant of the option aforesaid and in
 5 case any money becomes so payable in the event secondly mentioned in this clause the payment is as liquidated damages and not as penalty and is without prejudice to the right of the Crown to enforce the completion by the Company of the purchase.

6. (a) The Island shall be sold subject to the tenancies mentioned
 10 in the Fourth Schedule hereto and to the tenancies as granted or extended under the proviso to the following subclause.

(b) The Minister shall not during the time in which the aforesaid option may be exercised by the Company create any fresh tenancies or grant any extension of existing tenancies in respect of
 15 any part of the Island provided that this subclause shall not prevent the granting or extension of tenancies which may be terminated by a month's notice or less.

(c) After the Company has exercised the aforesaid option as hereinbefore provided and before the completion of the purchase of
 20 the Island the Minister will in so far as he may lawfully do so upon the request of the Company terminate all or any of the tenancies on the Island and all compensation paid or payable by the Minister or His Majesty by reason of such termination shall be paid to the Minister by the Company upon demand.

(d) The Island shall be sold subject to the exception thereof
 25 of such of the mines and deposits of coal, ironstone, kerosene shale, limestone, slate and other minerals as passed by or under the respective Crown Grants issued for parts of the Island and as have not become revested in His Majesty at the date of this Agreement.

(e) The sale of the Island is subject to a reservation to His
 30 Majesty His Heirs and Successors of a right of access by officers of the Department of Lands so authorised by the Surveyor-General to the Trigonometrical Stations shown on the public map of the Parish of Newcastle in the Department of Lands for the purposes of
 35 making surveys at such points and otherwise using the said Trigonometrical Stations for survey purposes. Provided that should the Company give to the Surveyor-General one month's notice in writing of its intention so to do it may effect improvements on the Island without regard to the said Trigonometrical Stations but this shall
 40 not prevent the reinstatement at the same places of such Stations in so far as the improvements and operations of the Company may permit.

7. (a) Within two months after the Company has exercised the aforesaid option as hereinbefore provided it shall pay to the Minister
 45 the whole of the purchase money of Sixteen thousand pounds (£16,000) hereinbefore mentioned.

(b) Upon payment of such purchase money the Company shall subject to clause 6 be entitled to possession of the Island and to the receipt of the rents and profits thereof and from the date of such
 payment

Moscheto Island Agreement Ratification.

payment the Company shall be and become liable for the payment of all rates taxes assessments and outgoings of every description payable in respect of or charged or to be charged on the Island and any necessary apportionments shall be made and adjusted between the
5 Company and His Majesty.

8. (a) Upon the Company exercising the aforesaid option as hereinbefore provided the Company at its own expense shall commence the erection and construction of works for manufacturing chemical or other products on the Island and shall continuously thereafter proceed with such erection and construction and shall complete the same
10 with all necessary buildings machinery plant and fixtures—

Works to be
constructed
by Company.

- (i) to the value of at least One hundred thousand pounds (£100,000) within a period of two years from the date of exercising the option, and
- 15 (ii) to the total value of at least Five hundred thousand pounds (£500,000) within a period of five years from the date of exercising the option.

Provided that if in the opinion of the Minister the erection construction and completion of the said works with the necessary buildings machinery plant and fixtures be delayed by earthquake riot
20 severe epidemic flood loss of material and plant at sea strike or combination of workmen and if the Minister considers that any such event is due to no fault or neglect of the Company and if the Company shall as soon as possible after the happening of any and every
25 such event apply in writing to the Minister for an extension of the period stated in subparagraph (i) and/or subparagraph (ii) of this subclause on account of such event setting forth the cause of such application the Minister shall allow by writing under his hand such an extension of the period stated in subparagraph (i) and/or in subparagraph (ii) aforesaid as he shall think adequate.
30

(b) In ascertaining the value of the manufacturing works for the purposes of subparagraphs (i) and (ii) of subclause (a) of this clause the value of all wharves bridges railways roads pipes and cables and filling and dredging and surveys effected by the Company upon or
35 contiguous to the Island in connection with the said works shall be taken into account. Provided that the cost of dredging in respect of which the Company is liable to pay a yearly sum as hereinafter mentioned shall not be taken into account.

(c) The Company shall from time to time produce all books
40 vouchers documents and evidence to, and allow the said manufacturing works the buildings machinery plant and fixtures mentioned in subclause (a) of this clause and the wharves bridges railways roads pipes cables filling dredging and surveys mentioned in the subclause (b) of this clause to be inspected by the Minister or a responsible
50 officer appointed by him for that purpose for the purpose of ascertaining the performance or non-performance by the Company of the provisions of subclause (a) aforesaid.

(d)

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(d) If the Company shall make default in the performance or observance of any of the provisions of this clause on its part to be performed or observed the Island together with all works buildings and improvements thereon shall thereupon become absolutely forfeited 5 to His Majesty but without releasing the Company from liability in respect of the breach or non-observance of any of the provisions of this Agreement and on the part of the Company to be fulfilled.

9. (a) After the payment by the Company of the purchase money Dredging: in accordance with subclause (a) of clause 7 (but subject always to 10 default not having been made by the Company under clause 8 hereof) the Minister will at the request of the Company (but so far only as is reasonably practicable and subject as is hereinafter mentioned) commence and proceed with all dredging necessary so as to provide, 15 and thereafter shall so far as is reasonably practicable (but subject always to default not having been made by the Company in payment to the Minister of the yearly sums mentioned in clause 10 hereof) maintain, a deep water frontage with a depth of at least twenty-five feet at low water spring tide along six hundred feet of the eastern frontage of the Island to a width of five hundred feet together with 20 a channel with a depth of at least twenty-five feet at low water spring tide to give reasonable access to such deep water frontage from the Pacific Ocean but so that the Minister shall not be liable under this subclause to carry out or maintain any dredging within a distance of sixty feet from the boundaries of the Island as determined by the 25 survey referred to in subclause (b) of clause 2 hereof.

(b) Provided however that if the Company shall request the Minister to carry out any dredging within the said distance of sixty feet so as to continue there the deep water frontage beforementioned or so as to maintain the same when so continued the Minister will 30 cause such dredging to be done so far as is reasonably practicable but at the sole risk and cost of the Company and the Company shall repay to His Majesty such cost on demand made by the Minister and hereby indemnifies His Majesty and the Minister against all claims and demands in respect of any and all such dredging. Particulars of 35 such cost shall be furnished by the Minister to the Company on request. A certificate by the Minister shall be prima facie evidence of the cost of such dredging.

10. (a) In respect of the dredging to be carried out under subclause (a) of clause 9 so as to provide the deep water frontage as therein 40 mentioned the Company shall pay to the Minister in each and every year a yearly sum equal to six per centum of the cost of such dredging as follows:—The first of such yearly sums to be paid by the Company at the end of the first year after commencement of the dredging and to be calculated on the amounts expended by the Minister during 45 that year as from the respective dates of expenditure and thereafter one of such yearly sums to be paid at the end of each and every year and to be calculated on the amounts expended during such year and all preceding years as from the respective dates of expenditure in regard

Payment
by Company
in respect of
certain
dredging.

Moscheto Island Agreement Ratification.

regard to amounts expended during that year and as from the commencement of that year in regard to amounts expended during the preceding years. Provided that such yearly sum shall not in any case be calculated on amounts expended in dredging for maintenance only.

(b) Certificates by the Minister of the amounts expended in such dredging and of the dates of expenditure and of the purposes and objects for or on which such amounts were expended shall be prima facie evidence of the matters stated therein. Such reasonable particulars of the expenditure as the Company shall require shall be furnished by the Minister.

11. After payment by the Company of the purchase money in accordance with subclause (a) of clause 7 (but subject always to default not having been made by the Company under clause 8 hereof) the Minister will so far as the public interest may permit and so far as the same will not interfere with navigation from time to time and upon the application of the Company grant to the Company a lease or leases of Crown land (submerged or otherwise) adjoining the Island for the purposes of a wharf or wharves for such period or periods (no period however to exceed ninety-nine years) at such rent and subject to such terms and conditions as the Minister may determine.

12. After the payment by the Company of the purchase money in accordance with subclause (a) of clause 7 (but subject always to default not having been made by the Company under clause 8 hereof) the Minister will so far as the public interest may permit and so far as the same will not interfere with navigation and upon the application of the Company grant to the Company the right to erect construct or lay down under and/or over the tidal waters adjacent to the Island and being vacant Crown land or Crown land held under lease or license (but in such case subject only to the lease or license) at such place or places and in such position or positions as the Minister shall determine bridges, railways, roads, pipes and/or cables for the purposes of the Company's works but so that no bridge, railway, road, pipe or cable shall be erected constructed or laid down unless and until the plans and specifications thereof have been first approved of by the Minister in writing. Such approval is not to be unreasonably withheld.

13. (a) Where the Company has obtained under clause 12 hereof a right to erect construct or lay down a bridge, railway, road, pipe, or cable the Governor (provided that Parliament by the Enabling or any other Act shall authorise him so to do) shall, if requested by the Company, authorise the Minister to acquire by resumption under the Public Works Act, 1912, for the purposes of such bridge, railway, road, pipe or cable, such private lands and such estates or interests in Crown lands (whether above or below high water mark) or such part or parts thereof respectively as in the opinion of the Governor may be so acquired therefor without prejudice to the public interest and the Minister shall thereupon acquire the same accordingly.

(b)

Moscheto Island Agreement Ratification.

(b) After payment by the Company of the purchase money in accordance with subclause (a) of clause 7 (but subject always to default not having been made by the Company under clause 8 hereof) the Governor (provided that Parliament by the Enabling or any other Act shall authorise him so to do) shall if requested by the Company authorise the Minister to acquire by resumption under the said Act such or any of the mines and deposits of minerals as are excepted by subclause (d) of clause 6 from the sale of the Island and as may be so acquired without prejudice to the public interest and the Minister shall thereupon acquire the same accordingly.

(c) In either of the following cases that is to say—

(i) In the event of a tenant on the Island withholding his consent as mentioned in the proviso in clause 4 and of the Minister being of the opinion as referred to in that proviso and being unable lawfully to terminate the tenancy as provided in that proviso upon a request by the Company so to do: or

(ii) In the event of the Minister upon being requested by the Company under subclause (c) of clause 6 so to do being unable lawfully to terminate a tenancy as provided in that subclause

the Governor (provided that Parliament by the Enabling or any other Act shall authorise him so to do) shall if requested by the Company authorise the Minister to acquire by resumption under the said Act the interest of the tenant under his tenancy and the Minister shall thereupon acquire the same accordingly.

(d) The Company will at the request of the Minister pay to the Minister all and every sums and sum of money that may become due or payable by His Majesty or the Minister in connection with or in respect of or incidental to any and every resumption effected under the preceding provisions of this clause whether as compensation money interest costs charges expenses damages or otherwise howsoever.

(e) The Company shall, if so required by him, deposit with the Minister before any resumption is made under the preceding provisions of this clause the amount estimated by the Minister as being the probable amount of the moneys payable by the Company to the Minister under subclause (d) of this clause in respect of such resumption.

(f) After payment by the Company to the Minister of the amount of the moneys payable by it under subclause (d) of this clause in respect of any resumption the estate or interest acquired by the Minister by the resumption shall as soon as practicable be vested in the company if so requested by it. Provided that if the land is under tidal waters the estate or interest so acquired shall be surrendered by the Minister to His Majesty.

Moscheto Island Agreement Ratification.

14. (a) Notwithstanding any other provision of this Agreement His Majesty the King shall have the right, subject to the provisions ^{right of Crown} of this clause, at any time before or after the Company has purchased the Island without the payment of any compensation to the ^{to construct and work} Company except such as is provided in subclause (e) of this clause upon and/or off the Island to construct maintain and work—
- 5 (i) from and with any railway line which may be constructed by the Company on or in connection with the Island a branch railway line on in and over land of a width of 100 feet to connect with or give access to Walsh Island, or
- 10 (ii) a line of railway on in and over land of a width of 100 feet independently of any railway line to be constructed by the Company.
- (b) Without in any way limiting the legal rights of the parties 15 it is their intention that any such railway line shall be constructed by His Majesty under subparagraph (i) or (ii) of subclause (a) in such a position as to interfere as little as possible with the Company's said manufacturing works and that with this object in view the Minister and the Company shall endeavour to agree upon the 20 route of the railway to be constructed.
- (c) The Company shall within a period of six months from the date on which the Company shall exercise the aforesaid option to purchase the Island as hereinbefore provided or such extended period as shall be agreed to by the Minister in writing give notice in writing 25 to the Minister defining the route or proposed route of the railway to be constructed by the Company on or in connection with the Island and within three months of the receipt of such notice the Minister shall notify the Company in writing—
- (i) whether His Majesty intends to construct the branch railway 30 line referred to in subparagraph (i) of subclause (a) or the independent railway line referred to in subparagraph (ii) of that subclause, and
- (ii) of the route or proposed route of such railway line so intended to be constructed by His Majesty.
- (d) Should notice in respect of a railway to be constructed by 35 the Company on or in connection with the Island be not given to the Minister within the time and in the manner required by subclause (c) or should the Company having given such notice construct its railway line otherwise than in accordance therewith without the 40 written consent of the Minister His Majesty without any notice to the Company may construct maintain and work either the branch railway line referred to in subparagraph (i) of subclause (a) or the independent railway line referred to in subparagraph (ii) of that subclause and along such route upon and/or off the Island as to His 45 Majesty shall seem fit.
- (e) In the event of the construction of the said branch railway line or the said independent railway line His Majesty shall pay to the Company the cost of any filling done by or at the cost of the Company on the land required for the purpose of such railway line but

Moscheto Island Agreement Ratification.

but shall not be liable to pay to the Company any compensation whatsoever in respect of any other improvements done on or to the said land or to pay any purchase or compensation money in respect of such land.

- 5 (f) In the event of His Majesty exercising the right to construct either the said branch railway line or the said independent railway line the strip of land 100 feet wide whereon such railway line is or is to be constructed as aforesaid shall be absolutely vested in His Majesty and the Company shall execute all necessary assurances
10 thereof in favour of His Majesty.

- 15 15. (a) In the event of the construction of the said branch railway line under clause 14 His Majesty the King shall have full running rights and/or the right to have the traffic of the Crown to and from Walsh Island carried over the railway line of the Company subject
20 in each case however to such conditions and charges as shall be mutually agreed upon between the Minister and the Company and in the event of the Minister and the Company failing to agree thereon such conditions and charges shall be those which the Railway Commissioners of New South Wales shall certify would be imposed by them in similar circumstances.

Running rights
&c., of Crown if
branch railway
constructed.

- 25 (b) His Majesty may assign to any person or corporation the rights and privileges granted to His Majesty by clause 14 and by sub-clause (a) of this clause and the benefits conferred on His Majesty by such clause and subclause shall mutatis mutandis be exercisable
30 by such assignee. Provided that in case of any and every assignment under this clause in respect of the said branch railway line to any assignee other than a person or corporation representing His Majesty each such assignee shall upon the Assignment enter into a covenant with the Company whereby the Company shall enjoy a reasonable
35 preference over the assignee in respect of the exercise by the assignee of the running rights and the right to have the traffic of the assignee carried over the railway line of the Company and whereby the assignee shall agree not to exercise the said running rights or right to have its traffic carried over the railway line of the Company in such a way as to endanger the operations or property of the Company.

Assignability of
Crown's rights
under clause 14
and subclause
(a) of this
clause.

- 40 16. (a) No objection or requisition shall be taken or made to the title of His Majesty to the Island and neither the Minister nor His Majesty shall be called upon to furnish any abstract or particulars of the title of His Majesty in addition to the information contained in these presents or to abstract produce or procure a covenant to produce or to covenant to produce any deeds documents copies or evidence of title whatsoever in support of the title of His Majesty nor shall the Company be entitled to investigate the title of His Majesty to the Island Provided that the Minister shall upon payment by the Com-
45 pany of the purchase money as hereinbefore mentioned deliver to the Company all leases and tenancy agreements in his possession relating to the Island or any portion thereof.

Objection and
requisitions.

(b)

Moscheto Island Agreement Ratification.

(b) All objections and requisitions (if any) which under the provisions of this Agreement the Company is entitled to make shall be made and delivered to the Minister within twenty-one days from the exercise by the Company of the option hereinbefore given to it and
 5 all objections and requisitions not so made shall be deemed to be waived.

17. (a) Upon or within a reasonable time after the payment by the
 Company of the purchase money referred to in clause 1 a Crown
 Grant of the Island shall in accordance with and subject to the pro-
 10 visions of this Agreement, be executed in favour of the Company for
 an estate in fee simple.

(b) Before the execution of the said Crown Grant the estates of
 the Minister as Constructing Authority in the Island shall, without
 prejudice to the interests of all persons under subsisting tenancies, be
 15 vested in His Majesty.

(c) The said Crown Grant shall contain only such reservations
 exceptions conditions and provisions as may be necessary to give full
 effect to and make binding upon the land granted the provisions of
 clauses 6, 8, 14 and 15 hereof and such other reservations exceptions
 20 conditions and provisions (if any) as may be necessary to give effect
 to the terms of this Agreement.

(d) All stamp duty assurance and other fees payable on the
 Grant shall be paid by the Company.

18. If the Company abandons or repudiates this Agreement the
 25 Minister may by notice to the Company determine the Agreement
 but without prejudice to the liability of the Company in respect of
 any breaches by it of the Agreement or to the rights and remedies of
 the Minister and His Majesty.

19. (a) Any notice which the Minister is required or entitled to
 30 give to the Company under this Agreement shall be deemed to be
 duly given if signed by the Director of Public Works, Department
 of Public Works of the State of New South Wales or the person
 acting as such for the time being and delivered or left at or sent by
 registered post addressed to the registered office of the Company in
 35 New South Wales or in Victoria or if delivered to the public officer
 of the Company or to any officer of the Company at any registered
 office of the Company as aforesaid.

(b) Any notice which the Company is required or entitled to
 give to the Minister under this Agreement shall be deemed to be duly
 40 given if addressed to the Minister and delivered at the Department
 of Public Works aforesaid.

20. (a) Subject to the provisions hereinafter contained the Com-
 pany may, with the previous consent of the Minister in writing,
 assign this Agreement and its rights and liabilities thereunder PRO-
 45 VIDED that the Minister shall not withhold his consent to an assign-
 ment by the Company to a new Company to be promoted and formed
 by the Company subject to the conditions that such new Company

shall

Moscheto Island Agreement Ratification.

shall have an allotted share capital of Five hundred thousand pounds (£500,000) at least which has been paid for in cash or an obligation to pay for which in cash exists and that such new Company shall be competent financially and otherwise to discharge the obligations of the Company under this Agreement.

(b) In the case of any and every assignment under this clause the assignee shall—

(i) execute a deed whereby it covenants with the Minister to observe and perform the provisions of this Agreement on the part of the Company to be observed and performed in the same manner in all respects as if the name of such assignee had been inserted in this Agreement in place of the name of the Company

(ii) furnish to the Minister a guarantee in the sum of Ten thousand pounds (£10,000) by a person and in a form approved by the Minister guaranteeing the performance and observance by the assignee of clauses 2, 4, and 5 and subclause (c) of clause 6 of this Agreement if and so far as the same remain to be observed and performed.

(c) Any consent by the Minister to an assignment under this clause shall not discharge the Company from any liability under this Agreement and shall extend only to the permission actually given and shall not prejudice or affect any of the Minister's rights or remedies in respect of any breach of the provisions of this Agreement.

(d) No assignment under this clause shall have the effect of increasing in any way the actual or contingent liability of the Minister of His Majesty under the Agreement, whether by way of damages or otherwise, to the intent that the Minister or His Majesty shall not be liable in any case or to any extent in or to which he or they would not have been liable had the assignment not been made.

21. This Agreement is subject to ratification by the Parliament of the State of New South Wales and if not so ratified before the thirtieth day of September one thousand nine hundred and thirty it shall become null and void.

In witness whereof the parties hereto have duly executed these presents.

THE

Moscheto Island Agreement Ratification.

THE FIRST SCHEDULE HEREINBEFORE REFERRED TO.

Short Particulars of Original Crown Grants issued for various parcels
of Moscheto Island, Newcastle.

Date of Grant.		Grantee.	Portion.	Area.		
				a.	r.	p.
521st July,	1854	Robert Archibald Alison Morehead and Matthew Young.	77	9	0	0
Do.		do. do. do. ...	78	15	2	0
8th February,	1845	Robert Alfred Evenden ...	12A	10	0	0
28th February,	1845	William Read ...	13A	11	2	0
10 8th February,	1845	Samuel Walters ...	14A	11	0	0
Do.		Mary King ...	15A	14	1	0
Do.		William Taylor George ...	16A	12	0	0
Do.		William Ledgerwood ...	17A	15	0	0
Do.		James Macartney Reid ...	18A	12	0	0
15 Do.		George Tully ...	19A	14	1	0
Do.		William Moseley ...	9A	12	0	0
21st December,	1844	Henry Weston Tomkins...	138	12	2	0
8th February,	1845	William Moseley ...	21	12	0	0
21st December,	1844	Henry Weston Tomkins...	22	12	0	0
20 8th February,	1845	George Felton ...	24	13	0	0
28th February,	1845	Gother Kerr Mann ...	25	14	3	0
8th February,	1845	Rev. Charles Pleydell Neale Wilton ...	26	14	0	0
Do.		William Moseley ...	27	17	1	0
Do.		Elizabeth Norton ...	28	15	3	0
25 28th February,	1845	Thomas Buxton ...	29	17	2	0
Do.		Henry Rouse ...	30	18	3	0
Do.		Thomas Buxton ...	31	18	0	0
19th July,	1845	Mary King ...	32	20	0	0
Do.		William Kellett Baker ...	34	20	0	0
30 4th September,	1854	Francis Wilkins Lodge ...	20A	21	0	0
Do.		Francis Wilkins Lodge ...	21A	22	2	0
30th April,	1846	David Charles Frederick Scott ...	38	23	2	0
5th August,	1851	Edward Bedford ...	39	24	3	0
30th May,	1848	George Young ...	40	24	0	0
35 4th September,	1854	Dennis Jordan ...	41	22	2	0
27th December,	1845	Thomas Buxton and William Moseley	44	50	0	0
Do.		David Charles Frederick Scott ...	45	25	0	0
Do.		Alfred Reynolds Huntley ...	42	50	0	0
12th August,	1867	William Farigood (Vol. 50, Fol. 80) ...	2A	40	0	0
40 8th June,	1875	James Price (Vol. 232, Fol. 8) ...	58	50	0	0
10th May,	1877	Henry Robert Gordon (Vol. 329, Fol. 220)	59	50	0	0
8th September,	1853	William Barton ...	75	50	0	0

THE

Moscheto Island Agreement Ratification.

THE FIRST SCHEDULE—*continued.*

Date of Grant.	Grantee.	Portion.	Area.
			a. r. p.
16th September, 1854	Thomas Hyde	76	50 0 0
11th November, 1868	Charles Croese (Vol. 76, Fol. 166) ...	36	54 2 0
6 29th December, 1885	Henry Parkinson (Vol. 777, Fol. 35) ...	37	40 0 0
30th June, 1845	Thomas Buxton and William Moseley	46	30 0 0
20th April, 1899	Scottish Australian Mining Co. Ltd. (Vol. 1281, Fol. 103).	Closed road between part of 77 and part of 88.	1 1 20 21

THE SECOND SCHEDULE HEREINBEFORE REFERRED TO.

Notifications of Resumption and Appropriation.

Date of Notification.	Date of Gazettal.	Purpose.	Land Affected.
10th March, 1914	18th March, 1914.	Wharfage improve- ments at Newcastle.	Certain land situate in parish of New- castle, county of Northumberland.
20 8th May, 1918	17th May, 1918	Harbour improve- ments at Moscheto Island.	do.
25 27th January, 1925	6th February, 1925.	Newcastle Harbour im- provements.	do.

THE

Moscheto Island Agreement Ratification.

THE THIRD SCHEDULE HEREINBEFORE REFERRED TO.

FIRST PART.—Lands acquired by His Majesty by Purchase.

Portion.	Area.	Parish.	County.	Reference to Title.
	a. r. p.			
5 2A	40 0 0	Newcastle...	Northumberland	Certificate of Title, regd. Vol. 92, Fol. 116.
36	54 2 0	do. ...	do. ...	Crown Grant, Vol. 76, Fol. 166.
59	50 0 0	do. ...	do. ...	Certificate of Title, Vol. 3817, Fol. 24.
10 75 and 76.	100 0 0	do. ...	do. ...	Surrender No. 457, Book 1409.

SECOND PART.—Crown Lands within the meaning of the Crown Lands Consolidation Act, 1913.

Portion.	Area.	Parish.	County.
	a. r. p.		
15 273	106 0 0	Newcastle... ..	Northumberland.
	ex. roads.		
275A	30 0 0	do.	do.
272	397 0 0	do.	do.
20	ex. road and reserve.		

Various boundary roads and reserved roads and a reserve 150 links wide on the frontage of portion 272 above high-water mark of the North channel of Hunter River.

THIRD PART.—Land vested in His Majesty for the purposes of the Public Instruction Act of 1880.

Area.	Description.	Reference to Title.
2 acres ...	Part of portion 21, parish and county aforesaid.	Surrender No. 701, Book 1144.

*Moscheto Island Agreement Ratification.*THE FOURTH SCHEDULE HEREINBEFORE REFERRED TO.
Tenancies in Force.

Number and Particulars.	Person to Whom Tenancy Granted.	Area.	Nature of Tenancy.	Rent.
5 Memo. of Lease (under R.P. Act) B.958335 dated 10th March, 1930.	Lester Garnham	About 82 acs. 3 rds.	Term of 7 years from 25th February, 1930.	£225 per annum for both areas.
10 Deed of Lease dated 10th March, 1930.	do. ...	About 285 acres.	do.	
15 Memo. of Lease (under R.P. Act) No. B.179845 dated 23rd December, 1924	Charles Croese ...	54½ acres ...	Term of 10 years, from 24th January, 1925.	£20 per annum.
20 Agreement dated 25th July, 1924.	William Edward George Harrison.	Not stated ...	Weekly Tenancy	2s. 6d. per week
Agreement dated — August, 1916.	Joseph Jones ...	Not stated ...	do. ...	3s. per week.
25 Agreement dated 15th August, 1919.	Frederick Tongue and Clarence Tongue.	14 acs. 0 rds. 31 pers.	do. ...	5s. per week.
30	Charles Croese ...	150 acres ...		£25 per annum.
	do. ...	Swamp area ...		£5 per annum.
	William Ross ...	38 acres ...		£30 per annum.
35	D. Robertson ...	1 rood ...		1s. per week.
	John Ross ...	Not stated ...	Monthly tenancy...	10s. per week.

THE

*Moscheto Island Agreement Ratification.*THE FOURTH SCHEDULE—*continued.*

The following Oyster Culture Leases that or parts thereof may be included in the survey of the Island:—

5	Number and Particulars.	Person to Whom Tenancy Granted.	Area.	Nature of Tenancy.	Rent.
	No. 11513—Gazetted 31st March, 1922.	John Canning and Walter Barclay.	Not stated ...	15 years from 14th March, 1922.	£5 per annum.
10	No. 10414—Gazetted 13th May, 1921.	do. ...	do. ...	15 years from 15th March, 1920.	£2 per annum.
	No. 11570—Gazetted 13th April, 1922.	do. ...	do. ...	15 years from 30th March, 1922.	£2 8s. per annum.
15	No. 10640—Gazetted 21st January, 1921.	do. ...	About 1 ac. 0 rds. 13 pers.	5 years from 6th January, 1926.	£2 3s. per annum.
	No. 10980—Gazetted 13th May, 1921.	Daniel W. News-ham.	Not stated ...	15 years from 26th April, 1921.	12s. per annum.
20	No. 14357—Gazetted 29th July, 1927.	Donald Robert-son.	do. ...	15 years from 11th July, 1927.	18s. per annum.

25 THE COMMON SEAL OF IM-
PERIAL CHEMICAL IN-
DUSTRIES OF AUSTRALIA
AND NEW ZEALAND
LIMITED was hereunto
30 affixed by authority of the
Directors and in the presence
of—

MALCOLM M. BRODIE }
W. F. CUMMING } Directors. (L.S.)

P. J. LEIGH, Acting Secretary.

35 Witness—G. B. COOKE.

40 SIGNED SEALED AND DE-
LIVERED BY THE HON-
ORABLE ERNEST ALBERT
BUTTENS HAW the Minister
for Public Works of the State
of New South Wales in the
presence of—
R. A. JOHNSON.

E. A. BUTTENS HAW. (L.S.)

