

THE NEW REDHEAD
ESTATE AND COAL
COMPANY, LIMITED,
TRANSFER.

An Act to vest in The New Redhead Estate and Coal Company, Limited, the rights, powers, and privileges vested in the Redhead Coal-mining Company, Limited, under the Redhead Coal-mine Railway Act of 1883, and the Acts amending the same. [17th November, 1905.]

Preamble.

WHEREAS on the seventeenth day of August, one thousand eight hundred and seventy-five, a company, called "The Redhead Coal-mining Company, Limited," was duly registered under the Companies Act then in force (Thirty-seven Victoria number Nineteen), with a capital of fifteen thousand pounds, divided into fifteen thousand shares of one pound each: And whereas, by an Act intituled "Redhead Coal-mine Railway Act of 1883," the said company was empowered to construct and work a railway from the land of the said company therein mentioned to the Great Northern Railway: And whereas, by the "Redhead Coal-mine Railway Act Extension Act of 1888," the period of time limited for the construction of the said railway and bringing the same into use was extended for a further period of five years: And whereas, on the twenty-seventh day of June, one thousand eight hundred and eighty-eight, another company, called "The Redhead Coal-mining Company, Limited," was duly registered under the said Companies Act then in force (Thirty-seven Victoria number Nineteen), with a capital of one hundred and fifty thousand pounds, divided into one hundred and fifty thousand shares of one pound each: And whereas, by an Act intituled "An Act to amend the Redhead Coal-mine Railway Act of 1883," the said first-mentioned company was authorised, in accordance with the provisions of the said two recited Acts, to make and construct a railway from the northern shore of the entrance to Lake Macquarie to the southern boundary of its land, situated in the parish of Kahibah, county of Cumberland, in the State of New South Wales, and thence from that boundary to join the line of railway authorised by the said first-mentioned Act, but such last-mentioned line should be in substitution and in lieu of so much of the line of railway authorised by the said Act as lay between the said boundary of the said company's land to the said point of junction: And by the said Act now in recital the said first-mentioned company was also authorised, in accordance with the provisions of the said two recited Acts, to make and construct a branch railway from a point near the pit of the South Burwood Coal Company,

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Company, Limited, to join the railway thereinbefore authorised by the said first-mentioned Act and the Act now in recital: And whereas the said railways authorised by the said recited Acts were duly constructed by the said companies, or one of them, in accordance with the provisions of the said Acts: And whereas, by agreement, dated the thirtieth day of May, one thousand eight hundred and ninety-five, made between Leonard Dodds, William Shenstone, and Wilfred Law Docker (the voluntary liquidators of the said company secondly registered), and the said company secondly registered of the one part, and William Allston Hutchinson, for and on behalf of The New Redhead Coal-mining Company, Limited, then about to be formed and registered, of the other part, the said company secondly registered, through its liquidators, thereby agreed to sell to the said company about to be formed the assets of the said secondly registered company, including all the right, title, and interest of the said secondly registered company, in so far as it could legally be sold, of, in, and to the said recited Acts of Parliament, on the terms and conditions therein mentioned: And whereas, on the fifteenth day of June, one thousand eight hundred and ninety-five, a company called "The New Redhead Estate and Coal Company, Limited," was duly registered under the Companies Act (Thirty-seven Victoria number Nineteen) then in force, with a capital of fifteen thousand pounds, divided into seventy-five thousand shares of four shillings each, and one of the objects of the said company was to take over and adopt the said recited contract, dated the thirtieth day of May, one thousand eight hundred and ninety-five, made between the said Leonard Dodds, William Shenstone, and Wilfred Law Docker (the voluntary liquidators of the said company secondly registered), and the said company of the one part, and the said William Allston Hutchinson, a trustee for and on behalf of that company, of the other part: And whereas, by agreement bearing date the fourth day of July, one thousand eight hundred and ninety-five, made between the said The Redhead Coal-mining Company, Limited, firstly registered of the first part, The Redhead Coal-mining Company, Limited, secondly registered, and Leonard Dodds, William Shenstone, and Wilfred Law Docker (the voluntary liquidators thereof) of the second part, and the said The New Redhead Estate and Coal Company, Limited, of the third part, reciting that it had been agreed between all the parties thereto that such agreement as was thereafter contained should be entered into, it was witnessed amongst other things that the said company firstly registered would transfer to the said The New Redhead Estate and Coal Company, Limited, the lands therein mentioned, and would also execute such assurance or assignment as the said The New Redhead Estate and Coal Company, Limited, might require of all the right, title, and interest of the said company firstly registered

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registered of, in, and to the said recited Redhead Coal Mine Railway Act of 1883 and the said two Acts amending the same, and also of and in all the rights, powers, and privileges acquired by or vested in the said company firstly registered, under or by virtue of the said recited Acts and each of them, and all rights of action or suit possessed or enforceable by the said company firstly registered with respect to the said railway, and also of and in any land resumed under or by virtue of the said recited Acts of Parliament, or any of them: And whereas, in pursuance of the said lastly recited agreement, the lands therein mentioned were transferred by the said company firstly registered to the said The New Redhead Estate and Coal Company, Limited, but the rights, powers, and privileges conferred on the said company firstly registered by the said Acts of Parliament cannot be transferred without the authority of the Legislature: And whereas, by an indenture of mortgage dated the thirteenth day of July, one thousand eight hundred and ninety-nine, made between The New Redhead Estate and Coal Company, Limited, thereafter called mortgagor, of the one part, and the Redhead Coal-mining Company, Limited, firstly registered, and hereinafter called mortgagee, of the other part, registered number seven hundred and eighty-three, book six hundred and fifty, after reciting amongst other things that part of the purchase money agreed to be paid by the mortgagor for the mining property of the mortgagee still remained unpaid, the said mortgagor did grant enfeoff and assign unto the mortgagee, its successors and assigns, all the estate, right, title, and interest of the mortgagor in and to the said railway, and in and to the lands taken for the purpose of constructing and using the said railway, or then by any means used or occupied for or in connection with the said railway, and in and to the rights, powers, authorities, and privileges conferred by the said Acts or any of them, and also all rights of action or suit enforceable by the said mortgagor or mortgagee or the said company secondly registered in respect of or in connection with the said railway, including the benefit of all way, leave, or other agreements made, or then or thereafter for the time being subsisting between the said mortgagor or the said company secondly registered, or the said mortgagee and any other person or persons; and also all rents, royalties, and other moneys then or thereafter for the time being owing or payable to the said mortgagor for way, leave on or over, or use of or otherwise in respect of the said railway, and all rights and remedies of the said mortgagor in respect thereof, respectively, to hold unto the said mortgagee, its successors and assigns, subject to redemption on payment of the balance of the purchase money and interest as therein-mentioned: And whereas the said balance of purchase money still remains due and owing to the Redhead Coal-mining Company, Limited, firstly registered, but all interest thereon has been paid up: Be it therefore enacted by the

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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. All the property, rights, powers, and privileges conferred on Rights, &c., of the Redhead Coal-mining Company, Limited, under or by virtue of the Redhead Coal-mine Railway Act of 1883, the Redhead Coal-mine Railway Extension Act of 1888, and The Redhead Coal-mine Railway Act Amending Act of 1889, are hereby vested in The New Redhead Estate and Coal Company, Limited, but subject to payment to The Redhead Coal-mining Company, Limited, first registered of the

Redhead Coal-mining Company, Limited, transferred to The New Redhead Estate and Coal Company, Limited.

said balance of purchase money secured by the said recited indenture of mortgage, and all interest due and to become due upon the same and subject to the powers and provisions contained in the said mortgage; and the said The New Redhead Estate and Coal Company, Limited, shall be subject to the same liabilities under the said recited Acts, in the same manner and as fully as if the said The New Redhead Estate and Coal Company, Limited, were the Company named in the said Acts.

2. The property, rights, powers, and privileges vested in The New Redhead Estate and Coal Company, Limited, by this Act may, upon payment to the Redhead Coal-mining Company, Limited, first registered of the said balance of purchase money and interest thereon up to the date of payment, be transferred by the said company and its assigns without the authority of the Legislature.

3. Nothing in this Act contained shall in any way howsoever alter, abridge, abrogate, or prejudicially affect in any manner howsoever any rights, privileges, authorities, or liberties now vested in any person or persons or corporation or corporations, his or their executors, administrators, assigns, or successors, under or by virtue of or which have been granted or conferred by The New Redhead Estate and Coal Company, Limited, or its predecessors in title, under any lease, deed, or agreement or otherwise howsoever.

4. This Act may be cited as "The New Redhead Estate and Coal Company, Limited, Transfer Act of 1905."