

Act No. 55, 1912.

An Act to ratify an agreement made between the Honorable the Premier and the Broken Hill Proprietary Company, Limited, for the establishment by the said company of iron and steel works near Newcastle; for the purpose of carrying out such agreement, to provide for leasing lands to and for vesting other lands in the said company; for resuming lands; for revoking reservations and dedications and closing roads; to amend certain Acts; and for purposes consequent thereon or incidental thereto. [6th December, 1912.]

NEWCASTLE IRON
AND STEEL WORKS.

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 "Newcastle Iron and Steel Works Act, 1912." Short title.

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Definitions.

2. In this Act—

“The agreement” means the agreement set out in the Schedule to this Act.

“The company” means the Broken Hill Proprietary Company, Limited.

Ratification of agreement.

3. The agreement set out in the Schedule to this Act is ratified.

Area described in First Schedule to agreement.

4. The area described in First Schedule to the agreement is vested in the company for a term of fifty years from the commencement of this Act, on the conditions prescribed in the agreement.

Land described in Second and Third Schedules.

5. The land described in the Second Schedule to the agreement and the unnecessary roads described in the Third Schedule to the agreement, are vested in the company for an estate in fee simple, free from all reservations and dedications affecting the same. For that purpose all such reservations and dedications are revoked and the said roads are closed.

Land described in Fourth Schedule.

6. The land described in the Fourth Schedule to the agreement shall, as soon as practicable after the commencement of this Act, be resumed by the Governor under the Public Works Act, 1900, and any Act amending it. On such resumption the said land shall, subject to the agreement, be vested in the company for an estate in fee simple.

Such resumption shall be deemed to be made for an authorised work.

Estimation of value of land.

7. In estimating the value of any land under the agreement or in determining the compensation to be paid in respect of the resumption of land under this Act, any added value which would accrue to the land from the construction or doing of works under the agreement, or which has so accrued from the proposed construction or doing of such works shall be excluded.

Powers of local land board.

8. For the purpose of ascertaining the value of land under the agreement, a local land board shall have the same powers as when sitting or acting under the Crown Lands Acts.

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SCHEDULE.

AGREEMENT made the 27th day of September, 1912, between the Honorable James Sinclair Taylor McGowen, the Premier of the State of New South Wales, for and on behalf of the Government of the said State (hereinafter referred to as the Premier) of the one part, and the Broken Hill Proprietary Company, Limited (a company duly incorporated and carrying on business in the said State, and elsewhere, hereinafter referred to as the company) of the other part: Whereas the company is desirous of establishing iron and steel works in Australia, and negotiations have for some time past been proceeding between the company and the Government of the said State with a view to the establishment of such works on a site near Newcastle, known as Port Waratah: And whereas it has been agreed between the company and the Premier that the company shall establish such works on the said site upon the terms and conditions hereinafter mentioned: Now this agreement witnesseth that in pursuance of such agreement, and in consideration of the reciprocal undertakings and agreements hereinafter contained, and to be performed on the part of each of the parties hereto respectively, they do hereby agree with each other as follows:—

1. This agreement is subject to ratification by the Parliament of the said State of New South Wales, and shall come into operation when so ratified, and the Premier undertakes to take all necessary and proper steps to submit the same for such ratification without delay.

2. In order to assist the company in the early establishment of the proposed works by facilitating the landing of heavy machinery and other material on the said site, the Premier will forthwith commence and proceed with all necessary dredging and other work so as to provide, within eighteen months from the date of such ratification as aforesaid (save for delays from causes beyond his control), a channel with a depth of 25 feet at low water spring tide to give reasonable access from the Pacific Ocean to the company's proposed works, and will with all reasonable despatch extend the channel so provided for 600 feet opposite the proposed site of the wharf or wharves of the company to a width of 500 feet, and will at all times during the term hereinafter mentioned without cost to the company maintain the whole of the said channel to the depth and width aforesaid. The proposed site of the said wharf or wharves shall be notified by the company to the Premier within six months from the said date of ratification of this agreement.

3. The sand and silt to be removed in the course of such dredging may be deposited on such portions of the said site as shall be agreed upon from time to time by the parties hereto, and no charge shall be made by either the Premier or by the company for the convenience to either party of the deposit of such material as aforesaid.

4. On such ratification as aforesaid, there shall be vested in the company as lessees, and the Premier shall deliver immediate vacant possession to the company of the area (partly reclaimed and partly submerged) containing 34½ acres and more particularly described in the First Schedule hereto for a term of fifty years from the date of such ratification as aforesaid, and the company shall be at liberty to reclaim, erect wharves upon, or otherwise utilise any part of this area for the purpose of and in connection with the said proposed works.

5. On such ratification as aforesaid there shall be vested in the company for an estate in fee simple in vacant possession the land, containing an area of 87 acres 3 roods more or less, known as the reserve for Botanical Gardens at Waratah and more particularly described in the Second Schedule hereto. Also those pieces of land, being unnecessary roads, and more particularly described in the Third Schedule hereto, and also that piece of land now owned by the Caledonian Coal Company, Limited, formerly used as a railway, and more particularly described in the Fourth Schedule hereto.

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6. The value of the lands comprised in the First, Second, and Third Schedules hereto shall, for the purposes of this agreement, be taken to be the value thereof as on the 1st day of June, 1912, and shall be ascertained by the local land board in the manner provided by the Crown Lands Acts and the regulations thereunder, mutatis mutandis. The certificate of the Chief Engineer for Public Works, Newcastle district, for the time being shall be sufficient evidence of the cost and completion of dredging the 600 feet of channel hereinbefore mentioned, but the company shall be entitled to inspect and check all accounts and figures on which such certificate is based. In ascertaining the cost of such dredging as last aforesaid, the Chief Engineer shall be entitled to take into consideration the cost of any necessary retaining walls or a proportionate part thereof.

7. The company will within three months from such ratification as aforesaid pay to the Premier the value of the land comprised in the Second and Third Schedules hereto, ascertained as aforesaid, and also the cost of resuming the land comprised in the Fourth Schedule hereto, and the company will pay to the Premier during the said period of fifty years, in such manner as he shall direct, a yearly sum representing 5 per cent. of the value of the land mentioned in the First Schedule hereto, such interest to be calculated from the date of such ratification, and will also pay to the Premier a yearly sum representing 5 per cent. interest on the cost of making the 600 feet of channel hereinbefore referred to, such last mentioned interest to be calculated from the end of the first and subsequent years in respect of the amount expended during each preceding year in the making of such 600 feet of channel until the said channel shall be completed to the full width and depth mentioned, when all future interest shall be calculated from that date on the total cost of such 600 feet of channel.

8. The company will provide for the maintenance and proper discharge into the Newcastle Harbour of the existing creek or drain from Throsby Creek to the said harbour through or over the land comprised in the First Schedule hereto.

9. Immediately after such ratification, as aforesaid, the company shall at its own expense commence, proceed with, and complete without any unreasonable delay the preparation of the necessary plant, and the erection of the necessary workshops and machinery required for the purposes of the said proposed works, and shall and will within five years from the date of such ratification as aforesaid, complete the erection of such works so as to provide for the smelting of iron ores and manufacture of steel rails in commercial quantities; and if the said company should fail to so complete the said works in manner aforesaid, the lands intended to be vested in the company, and particularly described in the First, Second, Third, and Fourth schedules hereto, together with all buildings and other improvements erected thereon, shall thereupon become absolutely forfeited to the Government of the said State.

In witness whereof the Premier hath hereunto set his hand and seal, and the common seal of the company hath been hereunto affixed, this 27th day of September, 1912.

FIRST SCHEDULE.

ALL that piece or parcel of land situate at Port Waratah, in the parish of Newcastle, county of Northumberland, State of New South Wales, and containing by admeasurement $34\frac{1}{2}$ acres, exclusive of Moscheto Island road, be the several dimensions a little more or less, being part of the Hunter River, part of Throsby Creek, and reclaimed lands abutting on same: Commencing at a point bearing 90 degrees 12 minutes 168.6 links from the intersection of the western side of Hannell-street with the southern boundary of an area of 24 acres 6 poles, the property of the Broken Hill Proprietary Company, Limited, and which said area is embraced in Certificates of Title registered respectively volume 1201, folio 116, and volume 1905, folio 102; and bounded thence towards the south-east by a line

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line bearing 50 degrees 12 minutes 1,926·9 links to an arc of a curve having a radius of 60 chains, and the tangent of which bears 157 degrees, 7½ minutes, 1,568·5 links; thence towards the north-east by 3,708 links of an arc of the same curve and whose cord bears 311 degrees 43½ minutes 3,634·3 links; thence by a line bearing 294 degrees 15 minutes 1,599·8 links; thence towards the west by a line bearing 180 degrees 345 links to the original high-water mark forming the frontage of portion 183; thence generally towards the south-west by that frontage and the frontage of part of portion 156 downwards to the point of commencement, reserving thereout so much of a public road leading to the Moscheto Island punt as intersects the herein described land.

SECOND SCHEDULE.

All that piece or parcel of land situate at Mayfield, Waratah, in the parish of Newcastle, county of Northumberland, State of New South Wales, and containing by admeasurement 87 acres 3 roods, be the several dimensions a little more or less, being part of portion 225, and forming part of the land dedicated as a reserve for botanical gardens, on 19th May, 1868: Commencing at a point being the intersection of the eastern side of Ingall-street with the southern side of Bull-street, and bounded thence towards the north by last-named street easterly 4,180 links; thence towards the east by portion 183, being a line bearing south 1,460 links; thence again towards the north by portion 183, being a line bearing east 1,520 links; thence again towards the east by the western side of closed road and its prolongation southerly, being in all a line bearing south 540 links to Crebert-street; thence towards the south by that street west 5,200 links, to the south-east corner of portion 225A, which latter portion is a public school site; thence towards the west by that portion being a line bearing north 400 links; thence again towards the south by portion 225A, being a line bearing west 500 links to Ingall street; and thence again towards the west by part of the eastern side of that street, being a line bearing north 1,600 links, to the point of commencement.

THIRD SCHEDULE.

Firstly, all that piece or parcel of land situate at Port Waratah, in the parish of Newcastle, county of Northumberland, State of New South Wales, and containing by admeasurement 2 roods 32 perches, be the several dimensions a little more or less, being a reserved road 100 links wide within portion 183 and referred to as reservation in certificate of title dated 13th June, 1908, and registered volume 1882, folio 80: Commencing at a point being the eastern extreme of Bull-street and extending easterly therefrom 700 links.

Secondly, also all that piece or parcel of land situate as aforesaid, and containing by admeasurement 3 roods 36 perches, be the several dimensions a little more or less, being a road 1 chain wide and forming part of the road catalogued as R. 5,552-1,603 within portion 183 in the Lands Department: Commencing at a point bearing 90 degrees 700 links from the eastern extreme of the southern side of Bull-street, and bounded thence towards the south-west by a line bearing 114 degrees 22 minutes 956 links; thence towards the south-east by a Government road, being a line bearing 24 degrees 20 minutes 100 links; thence towards the north-east by lines bearing 294 degrees 22 minutes 977·6 links and 270 degrees 21·6 links; and thence towards the west by a line bearing 180 degrees 100 links, to the point of commencement.

Thirdly, also all that piece or parcel of land situate as aforesaid and containing by admeasurement 2 acres 29 perches, be the several dimensions a little more or less, being part of a road 1 chain wide leading from Hannell-street towards the Moscheto Island punt, and catalogued as R. 6,583-1,603 in the Lands Department, within portions 156 and

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and 183 : Commencing at a point being the intersection of the north-west side of Hannell-street with the north-eastern side of aforesaid road, and bounded thence towards the north-east by lines bearing 317 degrees 54 minutes 812 links, 322 degrees 25 minutes 595 links, 320 degrees 515.4 links, 320 degrees 13 minutes 168.2 links, 327 degrees 51 minutes 127.4 links, and 294 degrees 22 minutes 30 links, to a Government road 1 chain wide ; thence towards the north-west by that Government road, being a line bearing 204 degrees 20 minutes 100 links ; thence towards the south-west by lines bearing 147 degrees 51 minutes 104.1 links, 140 degrees 13 minutes 175.1 links, 140 degrees 513.5 links, 142 degrees 25 minutes 596.8 links, and 137 degrees 54 minutes 724.9 links ; and thence towards the south by a line bearing 90 degrees 12 minutes 135.2 links, to the point of commencement.

Fourthly, also all that piece or parcel of land situate as aforesaid, and containing by admeasurement 2 roods 32 perches, be the several dimensions a little more or less, being so much of Hannell-street 50 links wide as forms the south-east boundary of the property of the Broken Hill Proprietary Company, Limited, embraced in Certificate of Title, volume 1201, folio 116, and dated 5th September, 1896.

FOURTH SCHEDULE.

All that piece, or parcel of land situate at Port Waratah, in the parish of Newcastle, county of Northumberland, State of New South Wales, and containing by admeasurement 3 acres 3 roods 29½ perches, be the several dimensions a little more or less, being part of allotment 37 (portion 156 of parish) originally granted to Alexander Livingstone on 11th May, 1854, and also part of portion 183, originally granted to the Waratah Coal Company on 6th August, 1866, volume 32, folio 78, and being the whole of the land contained in Certificate of Title, dated 12th September, 1907, registered volume 1810, folio 118, in the name of the Caledonian Coal Company, Limited.
