

GENERAL MOTORS-HOLDEN'S
AGREEMENT RATIFICATION
ACT.

Act No. 34, 1938.

George VI.
No. 34, 1938. **An** Act to ratify a certain agreement made between the Honourable Colin Archibald Sinclair, the Minister for Lands of the State of New South Wales for and on behalf of His Most Gracious Majesty King George VI and the Government of the said State of the one part and General Motors-Holden's Limited with respect to the sale to such Company of certain lands at or near Pagewood on certain terms and conditions and with respect to the granting to such Company of an option
to

to purchase certain adjoining lands; to provide for the carrying into effect of the said agreement; to provide for the closing of certain streets and lanes and the revocation of certain reserves; and for purposes connected therewith. [Assented to, 20th December, 1938.]

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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 "General Motors- Holden's Agreement Ratification Act, 1938." Short title.

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

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

"The Company" means General Motors- Holden's Limited.

"The Minister" means the Minister for Lands.

3. (1) The agreement, a copy of which is set out in the Schedule to this Act, is hereby ratified and may be carried into effect notwithstanding the provisions of any other Act. Ratification of agreement.

(2) All acts, matters and things for or with respect to which provision is made in the said Agreement, or which, by the agreement, are agreed, directed, authorised or permitted to be made, done or executed by or on behalf of His Majesty or the Governor or the Minister or the Registrar-General are hereby sanctioned, authorised and confirmed.

4. The Company shall not, unless the written consent of the Minister be first obtained, sell or dispose of or lease for a term exceeding three years from the execution of the lease the lands described in the First Schedule to the said Agreement or any part thereof: Provided that this section shall cease to operate upon the Minister stating Company not to dispose of lands for a period.

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stating in writing that the Company has performed the provisions of subclause (a) of clause one of the said Agreement or upon the Company paying to the Minister the liquidated damages covenanted by it in subclause (b) of the said clause one to be paid to him or upon the Auditor-General certifying that the cost of the permanent and fixed improvements erected and constructed and caused to be erected and constructed within eighteen months from the date of commencement of the said Agreement (or such further time, if any, allowed by the Minister in writing) by the Company upon the said lands for the purpose of carrying on industrial operations thereon is at least two hundred thousand pounds.

Closing of
certain
streets and
lanes.

5. (1) That part of Kingsford Street which is situated within the boundaries of the land described in the First Schedule to the said Agreement and all or any other streets or street and lanes or lane being within the boundaries of the land described in the First Schedule to the said Agreement are hereby closed and the rights (if any) therein of the public and in particular of the purchasers of any of the portions shown on the plan catalogued at the Department of Lands, Sydney, as No. C. 5291-2030, are hereby extinguished.

(2) No dedication of or other act with respect to the setting apart or granting rights over any street or lane referred to in subsection one of this section or other act with respect thereto shall be deemed to have affected the title of His Majesty to the lands comprised therein.

Revocation
of
reservation.

6. Reserve 65618 from After Auction Purchase notified under section twenty-nine of the Crown Lands Consolidation Act, 1913, in the Government Gazette on the fifteenth day of November, one thousand nine hundred and thirty-five and reserve from sale or lease arising under section two hundred and six of the same Act notified in the Government Gazette of the twenty-fifth day of October, one thousand nine hundred and thirty-five so far as the same affect the land described in the First Schedule to the said Agreement, and Reserve 65343 from After Auction Purchase notified under the said section twenty-nine in the Government Gazette on the fifth day of July, one thousand nine hundred and thirty-five so far as the same affects the lands described in the

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First and Second Schedules to the said Agreement, shall not operate to prevent full effect being given to the said Agreement, and the issue of any Crown grant therein provided for shall have the effect of revoking such parts of the reservations referred to as from the day preceding the issue of any such Crown grant.

7. (1) The restrictions imposed by clause five of the said Agreement shall bind the lands described in the First Schedule to the said Agreement and every part of such lands into whosoever hands the same may come and shall bind all persons interested in the said lands or any part thereof. Restrictions.

(2) The Registrar-General shall endorse upon the Crown grant to issue in respect of such lands as provided in the said Agreement an appropriate notification to carry subsection one of this section into effect.

SCHEDULE.

Sec. 3.

AGREEMENT made the second day of December one thousand nine hundred and thirty-eight BETWEEN THE HONOURABLE COLIN ARCHIBALD SINCLAIR the Minister for Lands of the State of New South Wales for and on behalf of His Most Gracious Majesty King George VI and the Government of the said State (hereinafter termed "the Vendor" which term shall where the context admits include the successors in office of the said Minister) of the one part and GENERAL MOTORS-HOLDEN'S LIMITED a Company duly registered under the Companies Acts of the said State (hereinafter termed "the Company" which term shall where the context admits include its assigns) of the other part WHEREAS the Company for the purpose of establishing and conducting within the said State manufacturing and assembly works in connection with the motor industry is desirous of acquiring immediately the lands described in the First Schedule hereto and of acquiring an option of purchase in respect of the lands described in the Second Schedule hereto all of which lands are Crown Lands within the meaning of the Crown Lands Consolidation Act, 1913, AND WHEREAS the Company has procured the execution by the Commonwealth Bank of Australia of a Guarantee in favour of the Vendor in the sum of Five thousand pounds (£5,000) as security for the fulfilment of the covenant by the Company contained in clause 1 hereof Now IT IS HEREBY AGREED as follows:—

1. (a) The Company hereby covenants with the Vendor that the Company without cost to the Vendor shall before the expiration of the period of six months commencing on the date of commencement of this Agreement commence or cause to be commenced

commenced the erection and construction of permanent and fixed improvements upon the lands described in the First Schedule hereto for the purpose of carrying on industrial operations thereon and shall thereafter proceed with or cause to be proceeded with such erection and construction so that at the expiration of eighteen months from the date of commencement of this Agreement or of such further period if any as may be allowed by the Vendor in writing the Company shall have without cost to the Vendor erected and constructed or caused to be erected and constructed upon such lands permanent and fixed improvements to the cost of Two hundred thousand pounds (£200,000) for the purpose of carrying on industrial operations thereon and the Company covenants with the Vendor to construct or cause to be constructed such permanent and fixed improvements to the said cost within the said period of eighteen months or further period if any allowed in writing by the Vendor accordingly.

(b) In the event of the Company failing to erect and construct or cause to be erected and constructed upon the said lands such permanent and fixed improvements to the cost of Two hundred thousand pounds (£200,000) as required by the preceding subclause within the time thereby provided the Company hereby covenants to pay to the Vendor as liquidated damages and not as penalty a sum calculated at the rate of Ten pounds (£10) per centum of the amount by which the sum of Two hundred thousand pounds (£200,000) exceeds the cost of the permanent and fixed improvements erected and constructed and caused to be erected and constructed by the Company upon the said lands within the time as aforesaid.

(c) A certificate by the Auditor-General of the State of New South Wales (hereinafter referred to as "the Auditor-General" which expression shall include the person for the time being acting as such) of the cost of the permanent and fixed improvements erected and constructed and caused to be erected and constructed within the period of eighteen months from the date of commencement of this Agreement (or such further period if any allowed by the Vendor in writing) by the Company upon the said lands for the purpose of carrying on industrial operations thereon shall be final and conclusive and binding upon the parties hereto.

(d) The Company shall from time to time produce all books vouchers documents papers and evidence to, and allow the permanent and fixed improvements on the said lands to be inspected by—

- (i) the Vendor and persons authorised by him for the purpose of ascertaining the performance or non-performance by the Company of its obligations under subclause (a) of this Clause, and
- (ii) the Auditor-General (and persons authorised by him) for the purposes of subclauses (a) and (c) of this Clause.

(e)

(e) The Company shall not unless the written consent of the Vendor be first obtained, sell or dispose of or lease for a term exceeding three years from the execution of the lease the lands described in the First Schedule hereto or any part thereof PROVIDED that this subclause shall cease to operate upon the Vendor stating in writing that the Company has performed the provisions of subclause (a) of this Clause or upon the Company paying to the Vendor the liquidated damages covenanted by it in subclause (b) of this Clause to be paid to him or upon the Auditor-General certifying that the cost of the permanent and fixed improvements erected and constructed and caused to be erected and constructed within eighteen months from the date of commencement of this Agreement (or such further time if any allowed by the Vendor in writing) by the Company upon the said lands for the purpose of carrying on industrial operations thereon is at least Two hundred thousand pounds (£200,000).

(f) The term "permanent and fixed improvements" in this Clause includes buildings levelling of land roads drains and works and erections and other appurtenances to any of the foregoing and also includes fixed plant and machinery of any description.

(g) The Act ratifying this Agreement shall contain a prohibition to the effect of subclause (c) of this Clause.

2. In consideration of the aforesaid covenant by the Company to erect and construct or cause to be erected and constructed permanent and fixed improvements on the said lands to the cost of Two hundred thousand pounds (£200,000) and subject to the provisions hereinafter contained the Vendor hereby agrees to sell to the Company the lands described in the First Schedule hereto for the price of Ten thousand pounds (£10,000) and the Company hereby agrees to purchase such lands from the Vendor at the said price accordingly.

3. The Company shall pay the said purchase money to the Vendor in Sydney free of exchange on a date which shall be one month from the date of commencement of this Agreement. If from any cause whatever other than the default of the Vendor the purchase money shall not be paid on that date the Company shall pay to the Vendor interest thereon at the rate of Five pounds (£5) per centum per annum computed from that date until the day of actual payment.

4. No particulars of title and no abstract or evidence of title shall be required by the Company and no requisition or objection shall be made or taken by it in respect of the title to the land described in the First Schedule hereto.

5. (a) The said land described in the First Schedule hereto is sold subject to the following restrictions—

(1) No building shall without the consent in writing of the Vendor be constructed on such land otherwise than
in

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in accordance in all respects with plans and specifications and of materials which shall have been first approved by the Government Architect of the said State or the person for the time being acting as such.

(2) Neither such land nor any building or structure erected thereon shall be used for or in connection with any noxious or offensive business trade or process.

(b) The Act ratifying this Agreement shall provide that the said restrictions shall bind the lands described in the First Schedule hereto and every part thereof into whosoever hands the same may come and shall bind all persons interested therein and that the Registrar-General shall endorse upon the Crown Grant to issue in respect of such lands as hereinafter provided an appropriate notification to secure this end.

6. The land described in the First Schedule hereto is sold subject to the existing tenancies and occupancies licenses easements and encroachments.

7. All objections or requisitions which the Company is entitled to make under this Agreement so far as it relates to the sale of the land described in the First Schedule hereto shall be delivered to the State Crown Solicitor in writing within fourteen days from the date of the commencement of this Agreement and all objections or requisitions not so made shall be deemed to be waived.

8. (a) On payment of the whole of the said purchase money of Ten thousand pounds (£10,000) and of any other moneys then due to the Vendor under this Agreement the Vendor will within a reasonable time and in accordance with and subject to the provisions of this Agreement cause to be issued to the Company a Crown Grant of the said land described in the said First Schedule hereto under the provisions of the Real Property Act, 1900.

(b) The said Crown Grant shall contain such reservations exceptions conditions and provisions as are usually inserted in Crown Grants of Town Lands and as may be necessary to give effect to the terms of this Agreement.

(c) All stamp duty and fees (including any contribution to the Assurance Fund) on such Crown Grant shall be paid by the Company prior to the delivery thereof.

9. No error or misdescription of the lands described in the said First Schedule hereto shall annul the sale but compensation if demanded in writing before completion of the sale and purchase of such land but not otherwise shall be made or given as the case may require the amount to be settled in case of difference by two arbitrators one to be appointed by the Vendor and the other by the Company in accordance with the provisions of the Arbitration Act, 1902.

10. The Vendor shall be entitled to the rents and profits and shall pay and bear all rates taxes assessments and outgoings in respect

respect of the land described in the First Schedule hereto up to the date of payment of the purchase money from which date the Company shall be entitled to such rents and profits and shall pay or bear the said rates taxes assessments and outgoings. Any necessary apportionment shall be made and adjusted on completion.

11. The Company shall as from the date of the commencement of this Agreement become liable for and shall comply with all notices which may thereafter be issued by any local Municipal Statutory or other competent Authority requiring the expenditure of money or the doing of any work upon the said land described in the said First Schedule hereto or which may impose any liability pecuniary or otherwise on the owner or occupier of such land.

12. If the Company shall fail to comply with or observe any of the conditions terms or stipulations hereof relating to the sale and purchase of the said land described in the said First Schedule hereto the Vendor shall be at liberty to rescind the contract or to sue the Company for breach of contract.

13. If the Vendor shall be unable or unwilling to comply with or remove any objection or requisition which the Company shall be entitled to make under this Agreement in relation to the land described in the First Schedule hereto and such objection is not waived by the Company after seven days' notice of the Vendor's intention to rescind has been given to the Company (which notice shall be deemed reasonable notice of such intention under Section 56 of the Conveyancing Act, 1919-1932) the Vendor shall whether he has or has not attempted to remove or comply with such objection or requisition and notwithstanding any negotiation or litigation in respect thereof be at liberty to rescind the contract and in no case shall the Vendor be liable for any damages costs charges or expenses whatsoever incurred by the Company in and about the contract or otherwise howsoever.

14. The Vendor shall not be called upon to pay or bear the cost or any proportion of the cost of any dividing fence or ~~fences~~ and whether in relation to the land described in the First Schedule hereto or that described in the Second Schedule hereto.

15. All notices and documents under this Agreement may be served as mentioned in Section 170 of the Conveyancing Act, 1919-1932, and subject to the provisions of this Agreement any notices to be given by the Vendor shall be sufficiently given if signed by the Under-Secretary Department of Lands or the person for the time being acting as such.

16. Clauses 2 to 6 inclusive of the Conditions of Sale contained in Schedule III of the Conveyancing Act, 1919-1932 (save in so far as the same or any part thereof are incorporated herein) are hereby expressly negatived.

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17. (a) In consideration of the covenants on the part of the Company hereinbefore appearing and subject always to the provisions of this Agreement the Vendor agrees to grant to the Company the option to purchase the land described in the Second Schedule hereto at or for the price or sum of Three thousand three hundred and thirty pounds (£3,330).

(b) Such option may only be exercised as follows, namely, by the Company at any time within two years from the date of the commencement of this Agreement giving to the Vendor notice in writing under its Common Seal that the Company exercises the option PROVIDED ALWAYS that the Company shall not be entitled to exercise such option unless previously thereto it shall have completed the purchase of the land described in the First Schedule hereto and shall have erected and constructed or caused to be erected and constructed upon such land permanent and fixed improvements to the cost of Two hundred thousand pounds (£200,000) in accordance with the terms of this Agreement. Time shall be of the essence of this subclause.

(c) If the option is exercised as in this Clause provided the Company shall thereupon become the Purchaser of the land described in the said Second Schedule hereto.

18. The land described in the Second Schedule hereto shall be sold subject to the tenancies occupancies licenses encroachments and easements affecting the same.

19. (a) Within fourteen days after the Company shall have exercised the aforesaid option as hereinbefore provided it shall pay to the Vendor the whole of the said purchase money of Three thousand three hundred and thirty pounds (£3,330).

(b) Upon payment of such purchase money the Company shall subject to Clause 18 be entitled to possession of the said land described in the said Second Schedule hereto and to the receipt of the rents and profits thereof and from the date of such 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 land described in the said Second Schedule hereto and any necessary apportionments shall be made and adjusted between the Company and the Vendor.

(c) From the date on which the Company shall exercise the aforesaid option as hereinbefore provided the Company shall become liable for and shall comply with all notices which may thereafter be issued by any local Municipal Statutory or other competent Authority requiring the expenditure of money or the doing of any work upon the said land described in the said Second Schedule hereto or which may impose any liability pecuniary or otherwise on the owner or occupier of such land.

20. All objections or requisitions which the Company is entitled to make under the provisions of this Agreement in so far as they relate to the land described in the Second Schedule hereto shall be made and delivered to the State Crown Solicitor in writing
within

within ten days after the Company shall have exercised the aforesaid option as hereinbefore provided and all objections and requisitions not so made shall be deemed to be waived.

21. (a) Upon payment of the said sum of Three thousand three hundred and thirty pounds (£3,330) and of any other moneys then due to the Vendor under this Agreement the Vendor will within a reasonable time and in accordance with and subject to the provisions of this Agreement cause to be issued to the Company a Crown Grant of the said land described in the said Second Schedule hereto under the provisions of the Real Property Act, 1900.

(b) The said Crown Grant shall contain such reservations exceptions conditions and provisions as are usually inserted in Crown Grants of Town Lands and as may be necessary to give effect to the terms of this Agreement.

(c) All stamp duty and fees (including any contribution to the Assurance Fund) on such Crown Grant shall be paid by the Company prior to the delivery thereof.

22. In the event of the Company exercising in manner aforesaid the option of purchase hereinbefore granted to it the provisions of Clauses 4, 9, 12 and 13 hereof shall apply mutatis mutandis to the sale to and purchase by the Company of the said land described in the said Second Schedule hereto in like manner as if the same had applied and had reference to such land only.

23. Such of the provisions and conditions of this Agreement as require or prescribe any act or thing to be done or not to be done by the Company shall in addition to being read and construed as conditions of the Contract be also read and construed as agreements whereby the Company covenants with the Vendor to observe and perform the said provisions and conditions.

24. So as to permit of full effect being given to this Agreement the Act ratifying this Agreement shall provide for the following further matters—

- (a) the closing of that part of Kingsford Street which is situated within the boundaries of the land described in the First Schedule hereto and also of all or any other streets or street and lanes or lane being within the boundaries of the land described in the First Schedule hereto. AND the extinguishment of the rights (if any) therein of the public and in particular of the purchasers of any of the portions shown on the plan catalogued at the Department of Lands, Sydney as No. C. 5291-2030,
- (b) the revocation of Reserve No. 65618 from After Auction Purchase notified under section 29 of the Crown Lands Consolidation Act, 1913, in the Government Gazette on the 15th November, 1935, and reserve from sale or lease arising under Section 206 of the Crown Lands Consolidation Act, 1913, notified in the Government Gazette

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Gazette of the 25th October, 1935, so far as the same affect the land described in the First Schedule hereto and the revocation of the Reserve No. 65343 from After Auction Purchase notified under the said Section 29 in the Government Gazette on the 5th July, 1935, so far as the same affects the lands described in the First and Second Schedules hereto.

25. This Agreement is subject to ratification by the Parliament of the State of New South Wales and shall come into effect when so ratified and the expression "the date of commencement of this Agreement" means the date of commencement of the Act which ratifies it PROVIDED that if this Agreement is not ratified by the said Parliament before the 31st day of December, 1938 it shall become null and void.

IN WITNESS whereof the parties hereto have executed this Agreement.

THE FIRST SCHEDULE HEREINBEFORE REFERRED TO.

ALL THAT piece or parcel of land situate in the Municipality of Botany being portion 3497 Parish of Botany, County of Cumberland and containing 25 acres more or less, COMMENCING on the western side of Bunnerong Road at the north-eastern corner of portion 2463, and bounded thence by a northern and a part of the western boundary of that portion bearing 270 degrees 111 feet and 184 degrees 8 minutes 21 feet 11 inches to a north-eastern corner of portion 3498, thence by a northern boundary of that portion bearing 269 degrees 28 minutes 15 seconds 1,088 feet 6 inches to the eastern side of a road 66 feet wide thence by that side of that road bearing 3 degrees 32 minutes 40 seconds 895 feet 7½ inches, thence by a south-eastern side of a road of variable width bearing forty-six degrees 46 minutes 29 feet 1¾ inches to the southern side of Maroubra Bay Road, thence by that side of that road bearing 90 degrees 1,149 feet 4 inches to the north-western corner of portion 2433, thence by the western the southern and the eastern boundaries of that portion bearing 180 degrees 100 feet, 90 degrees 20 feet, and 360 degrees 100 feet to the southern side of the aforesaid Maroubra Bay Road, thence by that side of that road bearing 90 degrees 20 feet to the north-western corner of portion 2435, thence by the western, the southern and the eastern boundaries of that portion bearing 180 degrees 100 feet, 90 degrees 20 feet and 360 degrees 100 feet to the southern side of the aforesaid Maroubra Bay Road, thence by that side of that road bearing 90 degrees 59 feet 7½ inches, thence by a curved line being 35 feet 4½ inches of the arc of a circle of radius 20 feet whose centre lies on the south-west of the chord which bears 140 degrees 40 minutes 30 feet 11¼ inches to a north-western side of Bunnerong Road, thence by north-western sides of that road bearing 191 degrees 20 minutes 182 feet 11 inches, and 204 degrees 50 minutes 40 seconds 64 feet 1½ inches to the north-eastern corner of portion 2445, thence by north-eastern, north-western and south-western boundaries of that portion bearing 251 degrees 19 minutes 117 feet 4¼ inches, 196 degrees 46 minutes 21 feet 6 inches and 101 degrees 19 minutes 114 feet 3 inches
to.

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to a north-western side of the aforesaid Bunnerong Road, thence by north-western sides of that road bearing 204 degrees 50 minutes 40 seconds 95 feet 3 inches and 195 degrees 29 minutes 69 feet 3½ inches to the north-eastern corner of portion 2454, thence by the northern, western, south-western, southern and south-eastern boundaries of that portion bearing 270 degrees 101 feet 10¼ inches 184 degrees 8 minutes 17 feet 2¼ inches; 137 degrees 4 minutes 6 feet 9¾ inches 90 degrees 78 feet 10 inches, 79 degrees 16 minutes 6 feet 9¼ inches, 57 degrees 48 minutes 6 feet 9¼ inches, 36 degrees 20 minutes 6 feet 9¼ inches, 14 degrees 51 minutes 6 feet 9¼ inches to a western side of the aforesaid Bunnerong Road, thence by that side of that road bearing 184 degrees 8 minutes 115 feet 4¾ inches to portion 2455 thence by north-eastern boundaries of that portion, its northern and western boundaries, the western boundaries of portions 2456 and 2457 and the southern boundary of the latter portion being lines bearing 348 degrees 26 minutes 16 feet 2½ inches, 317 degrees 4 minutes 16 feet 2½ inches, 285 degrees 41 minutes 16 feet 2½ inches, 270 degrees 78 feet 9 inches, 184 degrees 8 minutes 135 feet and 90 degrees 111 feet to the south-eastern corner of the latter portion on a western side of the aforesaid Bunnerong Road, thence by that side of that road bearing 184 degrees 8 minutes 90 feet to the north-eastern corner of portion 2460 thence by the northern western and southern boundaries of that portion bearing 270 degrees 111 feet 184 degrees 8 minutes 45 feet and 90 degrees 111 feet to its south-eastern corner on a western side of the aforesaid Bunnerong Road, and bounded thence by that side of that road bearing 184 degrees 8 minutes 90 feet to the point of commencement—being shown on plan catalogued C. 5291-2030 in the Department of Lands.

THE SECOND SCHEDULE HEREBEFORE REFERRED TO.

ALL THAT piece or parcel of land situate in the Municipality of Botany being portion 3498 Parish of Botany County of Cumberland and containing 8 acres 1 rood 12 perches more or less COMMENCING at a point on the western boundary of portion 2463 bearing 184 degrees 8 minutes 21 feet 11 inches from its north-western corner and being itself the most southerly south-eastern corner of portion 3497 and bounded thence by part of the aforesaid western boundary of portion 2463, the western and southern boundaries of portion 2464 bearing 184 degrees 8 minutes 68 feet 1 inch and 90 degrees 111 feet to the south-eastern corner of the latter portion on a western side of Bunnerong Road, thence by that side of that road bearing 184 degrees 8 minutes 45 feet to the north-eastern corner of portion 2466 thence by northern, south-western and south-eastern boundaries of that portion bearing 270 degrees 111 feet, 168 degrees 44 minutes 52 feet 2½ inches, and 84 degrees 58 minutes 98 feet 8 inches to the south-eastern corner of portion 2466 on a western side of the aforesaid Bunnerong Road, thence by that side of that road bearing 182 degrees 34 minutes 20 seconds 138 feet 1 inch to a curved line being 30 feet 4 inches of the arc of a circle of radius 20 feet whose centre lies on the north-west of a chord, which bears 226 degrees 1 minute 27 feet 6 inches to a northern side of a road 66 feet wide, thence by that side of that road bearing 269 degrees 28 minutes 15 seconds

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1,162 feet 3 inches thence by the north-eastern side of a road of variable width bearing 316 degrees 30 minutes 27 feet 3 inches to an eastern side of a road 66 feet wide, thence by that side of that road bearing 3 degrees 32 minutes 40 seconds 293 feet 10½ inches to the south-western corner of portion 3497 aforesaid, thence by the most southern boundary of that portion bearing 89 degrees 28 minutes 15 seconds 1,088 feet 6 inches to the point of commencement—being shown on plan catalogued C. 5291-2030 in the Department of Lands.

SIGNED SEALED AND DELIVERED by
the said THE HONOURABLE
COLIN ARCHIBALD SINCLAIR the
Minister for Lands of the
State of New South Wales
aforesaid in the presence of:
B. F. ANDREWS.

COLIN A. SINCLAIR

THE COMMON SEAL of GENERAL
MOTORS-HOLDEN'S LIMITED was
hereunto affixed by the
authority of the Board of
Directors in the presence of
JOHN STOREY and JOHN HENRY
BUTTERS two of the Directors
of the Company and of
J. R. McKENZIE,
Secretary.

(L.S.)
J. H. BUTTERS
JOHN STOREY
Directors.