

Bungendore to Captain's Flat Railway Agreement Ratification Act 1937 No 25

[1937-25]



New South Wales

Status Information

Currency of version

Repealed version for 15 December 1937 to 7 July 2011 (accessed 28 April 2024 at 9:02)

Legislation on this site is usually updated within 3 working days after a change to the legislation.

Provisions in force

The provisions displayed in this version of the legislation have all commenced.

Notes—

- **Repeal**

The Act was repealed by Sch 4 to the [Statute Law \(Miscellaneous Provisions\) Act 2011 No 27](#) with effect from 8.7.2011.

Authorisation

This version of the legislation is compiled and maintained in a database of legislation by the Parliamentary Counsel's Office and published on the NSW legislation website, and is certified as the form of that legislation that is correct under section 45C of the [Interpretation Act 1987](#).

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New South Wales

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Bungendore to Captain's Flat Railway Agreement Ratification Act 1937 No 25



New South Wales

An Act to approve of a certain agreement made between Lake George Mines Limited of the first part, Lake George Mining Corporation Limited of the second part and the Honourable Bertram Sydney Barnsdale Stevens the Colonial Treasurer of the State of New South Wales for and on behalf of His Majesty King George VI of the third part, with respect to the construction of works by the said Companies on certain lands in the parishes of Bullongong and Ballallaba, county of Murray and to the construction by the Commissioner for Railways of a railway from Bungendore to Captain's Flat subject to certain terms and conditions; to provide for the carrying out and varying of such agreement; to amend the [Public Works Act 1912](#), as amended by subsequent Acts, and certain other Acts; and for purposes incidental thereto or connected therewith.

1 Name of Act

This Act may be cited as the [Bungendore to Captain's Flat Railway Agreement Ratification Act 1937](#).

2 Definitions

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.

3 Approval of agreement

The said agreement is hereby approved and ratified.

4 Exclusion of sec 151 of the [Public Works Act 1912](#)

For the purposes of this Act and the [Bungendore to Captain's Flat Railway Act 1930](#), but not otherwise, section one hundred and fifty-one of the [Public Works Act 1912](#), as amended by subsequent Acts, is repealed.

5 Jurisdiction of Courts

(1) For the purpose of giving full effect to clause sixteen of the said agreement the Courts

of and in the State of New South Wales shall, within the limits of their respective jurisdictions, have and exercise jurisdiction with respect to the said agreement as to its construction, enforcement and otherwise (including recovery of damages and other remedies for any breach thereof) notwithstanding that the Lake George Mining Corporation Limited has not carried on business within the State.

- (2) This Section shall be read and construed so as not to exceed the legislative power of the State to the intent that where any enactment thereof would, but for this subsection, have been construed as being in excess of that power, it shall nevertheless be a valid enactment to the extent to which it is not in excess of that power.

6 Proposed further agreement

The Colonial Treasurer for and on behalf of His Majesty may enter into an agreement with Lake George Mines Limited and Lake George Mining Corporation Limited for the alteration of the said agreement as follows:

- (a) by providing that paragraph (a) of sub-clause (1) of clause 3 of the said agreement be amended by inserting therein after sub-paragraph (iii) a new sub-paragraph as follows:
- (iv) such sums (not exceeding in all the sum of £40,000) as may be properly expended by the Companies or one of them during the period referred to in sub-paragraph (i) of this sub-clause in constructing and providing at Captain's Flat residences and buildings for the employees of the Companies or one of them,
- (b) by inserting "and (iv)" after the words and symbols "sub-paragraphs (i), (ii) and (iii)" in the said paragraph (a) of sub-clause (1) of clause 3,
- (c) by inserting "and (iv)" after the words and symbols "sub-paragraphs (i), (ii) and (iii)" in sub-clause (1) of clause 17 of the said agreement.

The Schedule to the Act

AGREEMENT made this tenth day of September 1937 BETWEEN LAKE GEORGE MINES LIMITED (a Company incorporated and carrying on business in the State of New South Wales) of the first part LAKE GEORGE MINING CORPORATION LIMITED (a Company incorporated in Great Britain under the *Companies Act, 1929*) of the second part (the parties hereto of the first and second parts being hereinafter referred to as the Companies) and THE HONOURABLE BERTRAM SYDNEY BARNSDALE STEVENS the Colonial Treasurer of the State of New South Wales for and on behalf of His Majesty King George VI (hereinafter called "the Minister" which expression shall where the context admits include his successors in office) of the third part WHEREAS the party of the first part is the absolute owner free from encumbrance of the Leases firstly secondly and thirdly referred to in the Schedule hereto of the lands therein mentioned AND WHEREAS the party hereto of the first part has acquired and holds the said lands in manner aforesaid for the purpose of establishing and conducting thereon extensive works

for producing from the said lands and for treating crude ores containing lead zinc copper silver gold and other metals and minerals and for such purpose the party hereto of the second part has agreed to advance to the party hereto of the first part the sum of Six hundred thousand pounds (£600,000) in Australian currency AND WHEREAS the Parliamentary Standing Committee on Public Works of the said State having duly entered upon the consideration of a certain public work that is to say the construction of a railway from Bungendore to Captain's Flat in the said State made its report thereon from which it appears that the line would be used almost wholly for mining purposes in connection with the said lands and that a cessation of mining operations would mean the closing of the line with its attendant liability consequent on the large capital outlay on its construction and the said Committee resolved that it was expedient that the proposed railway from Bungendore to Captain's Flat as referred to them by the Legislative Assembly be carried out and they recommended that in view of the great benefit which the construction of the proposed line would confer on the Corporation (being the predecessor in title to the party hereto of the first part of part of the said lands) an agreement be concluded between the Government of the said State and the said Corporation AND WHEREAS by the [Bungendore to Captain's Flat Railway Act 1930](#) the carrying out of the said public work as therein described was subject to the provisions of the said Act sanctioned AND WHEREAS in the interests of the said State it is necessary for the Government of the said State to be assured before the said public work is constructed that the Companies or one of them will establish and carry on works as aforesaid on the said land and it is for the benefit of the Companies that the said Railway line should be constructed NOW IT IS HEREBY AGREED by and between the parties hereto as follows:—

1.

THIS Agreement is subject to ratification by the Parliament of the said State before the thirty-first day of December one thousand nine hundred and thirty-seven. This Agreement shall not be capable of being ratified by the Parliament of the said State after the thirtieth day of December one thousand nine hundred and thirty-seven.

2.

IF this Agreement is ratified by the Parliament of the said State before the thirty-first day of December one thousand nine hundred and thirty-seven it shall on and after such ratification be valid and binding on the parties.

3.

(1)

THE Companies hereby covenant with the Minister that—

- (a) upon the ratification by the Parliament of the said State of this Agreement as referred to in Clause 2 the Companies or one of them shall have commenced the construction and execution on the lands mentioned in the Schedule to this Agreement of works for the production and extraction from the said lands and the deposits therein contained of crude ores containing lead zinc copper silver gold and other metals and minerals and for the treatment of such ores metals and minerals and shall continuously thereafter proceed with such erection and construction and shall within the period of two and a half years commencing on the ratification by the Parliament of the said State of this Agreement as referred to in Clause 2 (or such further period, if any, as may be allowed by the Auditor-General in writing under Clause 17) complete the same with all necessary buildings shafts tunnels plant machinery apparatus appurtenances (including works and workings necessary for preparing the mine on the said lands for commercial operations) by properly expending thereon after the ratification by the Parliament of the said State of this

Agreement as referred to in Clause 2 a sum which, together with all such expenditure on the said matters made by the Companies or one of them after the fifteenth day of March one thousand nine hundred and thirty-seven and before such ratification and together with the following sums namely—

- (i) such sums (not exceeding in all the sum of Fifteen thousand pounds (£15,000)) as may be properly expended by the Companies or one of them (during the period commencing on the sixteenth day of March one thousand nine hundred and thirty-seven and ending at the expiration of two and one-half years commencing on the ratification by the Parliament of the said State of this Agreement and such further time (if any) as may be allowed by the Auditor-General as hereinbefore referred to for completion of the construction and execution of the works first above mentioned in this Clause) in providing at Port Kembla storage and loading facilities (with appurtenances) for the products of the said Mine:
- (ii) such sums (not exceeding in all the sum of Twenty-five thousand pounds (£25,000)) as may be properly expended by the Companies or one of them during the period referred to in subparagraph (i) of this Subclause in providing an electricity power line from Canberra Power House to the said Mine:
- (iii) such sums (not exceeding in all the sum of Five thousand pounds (£5,000)) as may be properly expended by the Companies or one of them during the period referred to in subparagraph (i) of this Subclause in providing at Bungendore a crane and sidings with equipment for handling the products of the said Mine

shall amount to not less than Six hundred thousand pounds (£600,000) SO THAT within two and a half years commencing on the ratification by the Parliament of the said State of this Agreement as referred to in Clause 2 (or such further period, if any, as may be allowed by the Auditor-General in writing under Clause 17) the Companies or one of them shall have ready for operation on the said lands mentioned in the Schedule hereto COMPLETE WORKS TO THE COST (including all necessary buildings shafts tunnels plant machinery apparatus appurtenances and works and workings necessary for preparing the mine on the said lands for commercial operations but exclusive of all expenditure made and work executed and things provided prior to the sixteenth day of March one thousand nine hundred and thirty-seven) of not less than the said sum of Six hundred thousand pounds (£600,000) less such sums as are respectively provided for by subparagraphs (1) (ii) and (iii) of this paragraph (a) AND SUITABLE for extensively and on a commercial basis producing and extracting from the said lands and the deposits therein crude ores containing lead zinc copper silver gold and other metals and minerals and treating such ores metals and minerals (including works and plant suitable to adequately deal with and treat not less than five hundred (500) tons per day of crude ore gotten from the said lands), and

- (b) in the event of their failing to construct and execute such complete works as provided by the preceding paragraph of this subclause within the time as thereby provided the Companies or one of them will pay to the Minister the sum of Thirty five thousand pounds (£35,000) as liquidated damages.

(2)

IN the event of the Companies and each of them failing to construct and execute such complete works as provided by paragraph (a) of the preceding sub-clause of this Clause within the time as

thereby provided the Minister may by notice to the Companies cancel this Agreement in which event paragraphs (i) and (ii) of sub-clause (a) of Clause 7 shall apply.

(3)

NOTHING in this Clause or Clause 4 shall be construed to authorise any breach or non-observance by the Companies or either of them or any other person of the provisions of the Leases referred to in the Schedule hereto.

4.

THE Companies hereby covenant with the Minister that on and after the expiration of two and a half years from the ratification by the Parliament of the said State of this Agreement as referred to in Clause 2 and of such further period, if any, as may be allowed by the Auditor General in writing under Clause 17 for the construction and execution by the Companies of such complete works as provided by paragraph (a) of sub-clause (1) of Clause 3 the Companies or one of them shall at all times (save only in so far as the Minister is reasonably satisfied that the business hereinafter mentioned can only be carried on at a loss) carry on on the said lands mentioned in the Schedule hereto extensively and on a proper commercial basis the business of producing and extracting from the said lands and the deposits therein crude ores containing lead zinc copper silver gold and other metals and minerals and of treating such ores metals and minerals including the operation of a plant suitable to adequately deal with and treat not less than five hundred (500) tons per day of crude ore gotten from the said lands.

5.

THE Companies hereby covenant with the Minister that they and each of them shall at all times on and after the opening for traffic of the said Railway from Bungendore to Captain's Flat employ and use (except only in real and bona fide cases of emergency) the said Railway for the conveyance and transport:—

- (a) from the lands described in the Schedule hereto of all ores concentrates metals and minerals derived directly or indirectly from the said lands or the deposits therein or the operations thereon of the Companies or either of them, and
- (b) of all stores goods and materials of whatsoever kind required or obtained by the Companies or either of them for the purposes of or in connection with any operations upon the said lands (including the construction execution or operation on the said lands of works for the production and extraction therefrom and the deposits thereon of ores and for the treatment of such ores and the metals minerals and substances obtained therefrom) PROVIDED that this subclause shall not apply to such timber, limestone, sand, and other natural products as shall be procured by the Companies or either of them from the surrounding district for mining purposes.

6.

- (a) SUBJECT to and in accordance with the provisions of this clause the Companies hereby covenant with the Minister that the Companies or one of them will pay to the Minister sums calculated at the rate of one half-penny per ton per mile (fractions of a mile to be counted) on all goods wares merchandise and things (the property of, or consigned by, or to or on behalf of, or carried for, the Companies or either of them) transported by or over the said Railway from Bungendore to Captain's Flat or any part thereof in either direction.
- (b) At the close of each and every calendar month the quantity of the goods wares merchandise and

things aforesaid transported on or over the said Railway during that month (whether the same shall also have been transported over any other railway or not) shall be aggregated and the said rate of one half-penny shall be charged for each ton of such aggregate amount for each mile (fractions of a mile to be counted) of the said Railway from Bungendore to Captain's Flat on or over which the same have been respectively transported and the sum so ascertained shall be paid by the Companies or one of them to the Minister on demand made by the Minister or his agent.

- (c) THE moneys payable by the Companies or either of them under the preceding subclauses of this Clause shall be in addition to all freight and other charges whatsoever payable by the Companies or either of them or any other person in respect of the said goods wares merchandise and things aforesaid or otherwise.
- (d) CERTIFICATES by the Commissioner for Railways of the said State or other authority controlling the said Railway from Bungendore to Captain's Flat stating the quantity of goods wares merchandise and things the property of, or consigned by, or to or on behalf of, or carried for the Companies or either of them transported by or over the said Railway or part thereof as stated in any such Certificate at or within the time therein stated shall be prima facie evidence of the matters stated in any such Certificate including the length of the said Railway or part thereof on or over which the same were transported.
- (e) THE payments made by the Companies or either of them to the Minister under this Clause shall be credited to a special fund in the Treasury of the said State and moneys shall be withdrawn by the Minister from such fund from time to time in accordance with the provisions of this Clause to meet the deficiencies in connection with the operation and maintenance of the said railway line the interest on the cost of construction thereof and other charges and expenses in connection with such operation and maintenance.
- (f) THE Commissioner for Railways of the said State or other authority controlling the said Railway from Bungendore to Captain's Flat shall for the period ending on the thirtieth day of June and the period ending on the thirty-first day of December in each year forward to the Minister and to the Companies or one of them half-yearly accounts showing in respect of the period for which the account is made the receipts deemed attributable to such Railway line and the costs charges and expenses deemed attributable to its operation and maintenance any necessary apportionments as between such Railway line and other Railway lines to be made for the purposes of such accounts. Such accounts shall also show in respect of such period all interest on the capital cost of construction of the said Railway and all other charges connected with the operation and maintenance thereof and the moneys withdrawn by the Minister from the special fund referred to in subclause (e) hereof to meet deficiencies and other obligations under this Clause. The deficiency appearing in any and every such account shall be carried forward as a debit in the accounts for the succeeding period.
- (g) PAYMENTS shall be made out of the special fund referred to in paragraph (e) hereof to meet deficiencies between the said receipts deemed attributable to the said Railway and the costs charges and expenses deemed attributable to its operation and maintenance as appearing in the accounts forwarded under Sub-Clause (f) together with the interest on the capital cost of construction thereof and the other charges connected with the operation and maintenance thereof as shown in such accounts after crediting the moneys shown in such accounts as having been withdrawn by the Minister from the special fund referred to in sub-clause (e) and after debiting the amount of the deficiency for the previous periods.

- (h) THE Companies (or the one of them entitled thereto) shall be entitled to be paid from time to time out of any moneys remaining in the special fund referred to in sub-clause (e) the surplus thereof as at the respective dates up to which the accounts forwarded under sub-clause (f) are made over and above the amounts to be withdrawn by the Minister from such special fund to meet the deficiencies between the said receipts deemed attributable to the said Railway and the costs charges and expenses deemed attributable to its operation and maintenance together with the interest on the capital cost of construction thereof and the other charges connected with the operation and maintenance thereof as appearing in such accounts forwarded under sub-clause (f) and with the amount of the deficiency for the previous periods.
- (i) THE said accounts forwarded by the Commissioner for Railways of the said State or other authority controlling the said Railway shall be *prima facie* evidence of the facts and matters therein stated or therefrom appearing except as to apportionments between the said Railway from Bungendore to Captain's Flat and other railway lines as to which such recounts shall be conclusive evidence. Nothing in this provision shall preclude the Commissioner or other authority from correcting any mistake in or omission from any such account.
- (j) THE cost of construction of the said Railway includes the costs charges and expenses of the survey thereof and the costs and expenses of acquiring the lands therefor and the expression "goods wares merchandise and things" used in this Clause includes the ores concentrates metals and minerals and the stores goods and materials referred to in Clause 5 hereof.

7.

- (a) THE Companies hereby covenant with the Minister that before or immediately on the execution of this Agreement the Companies or one of them shall deposit with the Minister the sum of Thirty-five thousand pounds (£35,000) or Bonds issued by the Commonwealth of Australia of the face value of Thirty-five thousand pounds (£35,000) to be held by him as security for the due and proper construction and execution on the lands mentioned in the Schedule hereto of the complete works as provided by paragraph (a) of Sub-Clause (1) of Clause 3 or until this Agreement has been cancelled or determined by the Minister for failure on the part of the Companies to construct and execute such complete works as provided by paragraph (a) of Sub-Clause (1) of Clause 3 within the time as thereby provided or to deposit with the Minister the sum of Sixty-five thousand pounds (£65,000) or Bonds issued by the Commonwealth of Australia of the face value of Sixty-five thousand pounds (£65,000) as provided by Sub-Clause (a) of Clause 8 within the time thereby limited and on this Agreement being so cancelled or determined by the Minister (whether or not it has then been ratified by Parliament)
 - (i) if the Companies or one of them shall have deposited with the Minister the sum of thirty-five thousand pounds (£35,000) as aforesaid the moneys so deposited shall be forfeited to the Minister and held by him as liquidated damages, and
 - (ii) if the Companies or one of them shall have deposited with the Minister Bonds issued by the Commonwealth of Australia of the face value of Thirty-five thousand pounds (£35,000) aforesaid the Minister may at the expense of the Companies (or the one of them entitled thereto) realise the said Bonds and out of the nett proceeds of such realisation the sum of Thirty-five thousand pounds (£35,000) shall be forfeited to the Minister and held by him as liquidated damages and the balance of the nett proceeds shall be paid to the Companies or the one of them entitled thereto.

- (b) IF in any case whatsoever damages (whether liquidated or otherwise) shall become payable by the Companies or either of them to the Minister for failure in the due compliance by them and each of them with paragraph (a) of sub-clause (1) of Clause 3 or for any failure or contravention by the Companies or either of them in the fulfilment of any other of the provisions of this Agreement on their or its part to be observed or performed such damages may be deducted and taken
 - (i) if the Companies or one of them shall have deposited with the Minister the sum of Thirty-five thousand pounds (£35,000) as aforesaid, from the said sum of Thirty-five thousand pounds (£35,000) so deposited: and
 - (ii) if the Companies or one of them shall have deposited with the Minister Bonds issued by the Commonwealth of Australia of the face value of Thirty-five thousand pounds (£35,000) as aforesaid from the nett proceeds of realisation of such bonds which the Minister is hereby authorised to effect at the expense of the Companies or the one of them entitled thereto.

nothing in this subclause shall affect the right of the Minister to recover from the Companies and each of them all damages payable to the Minister in consequence of any breach or failure on the part of the Companies or either of them in the fulfilment of any of the provisions of this Agreement in so far as such damages have not been recovered by deductions under this sub-clause.

- (c) SUBJECT TO and without prejudice to the foregoing if the Companies or either of them shall duly construct and execute such complete works as provided by paragraph (a) of sub-clause (1) of Clause 3 within the time as therein provided and if the Companies and each of them shall up to and at such time have duly fulfilled all the other provisions of this Agreement on their and its part to be fulfilled the Minister will—
 - (i) if the Companies or one of them shall have deposited with the Minister the sum of Thirty-five thousand pounds (£35,000) as aforesaid repay to the Companies (or to the one of them entitled thereto) the said sum of Thirty-five thousand pounds (£35,000) or so much thereof as is not deducted and taken by the Minister for damages under sub-clause (b) of this Clause, and
 - (ii) if the Companies or one of them shall have deposited with the Minister Bonds issued by the Commonwealth of Australia of the face value of Thirty-five thousand pounds (£35,000) as aforesaid, return to the Companies (or to the one of them entitled thereto) the said bonds or such part thereof as has not been realised and applied by the Minister for damages under sub-clause (b) of this Clause.
- (d) SUBJECT to the powers of the Minister to realise under this Clause any Bonds deposited by the Companies or either of them under sub-clause (a) of this Clause the Companies (or the one of them entitled thereto) are entitled to receive any interest from time to time payable upon such of the Bonds as remain in the hands of the Minister but the Minister is not to be held liable in any way for any losses arising from the Bonds not being renewed or converted.

8.

- (a) THE Companies hereby covenant with the Minister that within 40 days from the execution of this Agreement (whether or not it has then been ratified by Parliament) the Companies or one of them shall deposit with the Minister an additional sum of Sixty-five thousand pounds (£65,000) or additional Bonds issued by the Commonwealth of Australia of the face value of Sixty-five thousand

pounds (£65,000) to be held by him on the terms hereinafter set out that is to say:

- (i) After the Companies or one of them shall have after the fifteenth day of March one thousand nine hundred and thirty-seven expended the sum of Four hundred thousand pounds (£400,000) in the due and proper performance of the obligations imposed on them by paragraph (a) of Sub-Clause (1) of Clause 3 the Minister shall repay or return as the case may be to the Companies (or such one of them as shall be entitled thereto) from time to time parts of the said sum of Sixty-five thousand pounds (£65,000) (if that sum shall have been so deposited) or parts of the said Bonds (if the Bonds shall have been so deposited) namely of an amount (in the case of the Bonds ascertained on their face value) equal to the amounts which an Engineer in the Public Service of the said State nominated by the Minister shall certify have been expended by the Companies or one of them in the due and proper performance of the obligations imposed on them by paragraph (a) of sub-clause (1) of Clause 3 after and since the Companies have so expended the said sum of Four hundred thousand pounds (£400,000) as aforesaid.
 - (ii) The first of such certificates shall be made in respect of the quarter commencing on the day after the date when the Companies or one of them have or has so expended the sum of Four hundred thousand pounds (£400,000) as aforesaid and the second and following certificates shall be made in respect of each quarter succeeding.
- (b) IF the said sum of Sixty-five thousand pounds (£65,000) is so deposited with the Minister interest thereon or on so much thereof as shall from time to time be held by the Minister calculated at the rate of £3 per centum per annum shall be paid quarterly by the Minister to the Companies or such one of them as shall be entitled thereto, and if the said Bonds of the face value of Sixty five thousand pounds (£65,000) are so deposited with the Minister the Companies (or the one of them entitled thereto) are entitled to receive any interest from time to time payable upon such of the Bonds as remain in the hands of the Minister but the Minister is not to be held liable in any way for any losses arising from the Bonds not being renewed or converted.
- (c) IN the event of the Companies and each of them failing to deposit with the Minister the said sum of Sixty five thousand pounds (£65,000) or Bonds issued by the Commonwealth of Australia of the face value of sixty five thousand pounds (£65,000) as provided by Sub-clause (a) of this Clause within the time thereby limited the Minister may by notice to the Companies determine this Agreement in which event paragraphs (i) and (ii) of Sub-Clause (a) of Clause 7 shall apply.

9.

THE Minister shall be at liberty at all times by himself or by his servants or agents to inspect the lands referred to in the Schedule hereto and the works thereon and all buildings shafts tunnels plant machinery apparatus and appurtenances and works and workings and the books vouchers plans documents and papers held by or under the control of the Companies or either of them for the purpose of ascertaining the fulfilment or non-fulfilment by the Companies or either of them of the provisions of this Agreement on their or its part to be observed or performed and the Companies and each of them will satisfy the Minister by the production of vouchers and other sufficient evidence as the Minister may require that the Companies or one of them has in fact after the fifteenth day of March one thousand nine hundred and thirty seven expended the sum of Four hundred thousand pounds (£400,000) in the due and proper performance of their obligations under paragraph (a) of Sub-Clause (1) of Clause 3 and that the Companies or one of them has in fact expended the full amount required to be expended by them or one of them by paragraph (a) of Sub-Clause (1) of Clause 3 in the due and

proper performance of their obligations under that paragraph (including in both cases the respective times of the making of the said expenditures by the Companies or either of them).

10.

THE Minister agrees with the Companies that upon the ratification by the Parliament of the said State of this Agreement as referred to in Clause 2 and upon the Companies or one of them depositing with the Minister the sum of Sixty-five thousand pounds (£65,000) or Bonds issued by the Commonwealth of Australia of the face value of Sixty five thousand pounds (£65,000) in pursuance of sub-clause (a) of Clause 8 the Commissioner for Railways of the said State shall under and subject to the provisions of the *Bungendore to Captain's Flat Railway Act, 1930*, the *Public Works Act, 1912*, as amended by subsequent Acts and the *Government Railways Act, 1912-1932*, as amended by subsequent Acts, commence the construction of the said Railway line from Bungendore to Captain's Flat and thereafter proceed with such construction so that the said Railway line shall be open for the traffic of the Companies or one of them at the expiration of two years from the ratification by the Parliament of the said State of this Agreement as referred to in Clause 2 hereof (or such further period, if any, as may be allowed by the Auditor General in writing under Clause 17) PROVIDED that the Government of the said State shall not in any case whatever be liable to the Companies or either or both of them in damages for a breach or breaches of this Clause in a sum or sums exceeding Thirty five thousand pounds (£35,000) in all.

11.

- (a) ANY notice which the Minister is required or entitled to give to the Companies or either of them under this Agreement shall be deemed to be duly given if signed by the Under Secretary to the Treasury of the said State or the person acting as such for the time being and in the case of the party hereto of the first part if delivered or left at or sent by registered post addressed to the registered office of that company in New South Wales or affixed to any structure on the said lands referred to in the Schedule hereto and in the case of the party hereto of the second part if addressed to that company and delivered or left at or sent by registered post addressed to the registered office of the party hereto of the first part in the said State or if affixed to any structure on the said lands. Any notice so served or given by registered post shall be deemed to have been served or given when the registered letter would in the ordinary course be delivered. Nothing in this sub-clause shall exclude the giving to or service upon either of such Companies of any such Notice by any manner applicable thereto under the law relating thereto for the time being in force.
- (b) ANY notice which the Companies or either of them are or 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 Treasury of the said State aforesaid.

12.

- (a) TO the intent that the bulk of the materials plant machinery apparatus fixtures and things used and to be used in the construction and execution of the works as provided in paragraph (a) of sub-clause (1) of Clause 3 of this Agreement shall be of Australian production and manufacture the Companies hereby covenant with the Minister that not more than twenty per centum of the expenditure of Six hundred thousand pounds (£600,000) referred to in paragraph (a) of sub-clause (1) of Clause 3 of this Agreement shall be made on the purchase or acquisition of materials plant machinery apparatus fixtures and things not produced or manufactured in Australia.
- (b) IN the event of their failing to comply with the provisions of the preceding sub-clause the Companies or one of them will pay to the Minister as liquidated damages sums equal to one per

centum of the cost (as determined by an Engineer in the Public Service of the said State nominated by the Minister) of all materials plant machinery apparatus fixtures and things not produced or manufactured in Australia which have been purchased or acquired and used in violation of the provisions of the preceding sub-clause. The cost so to be determined by the said Engineer shall be the landed cost at Sydney in the said State.

13.

THE Companies hereby covenant with the Minister that they will not nor will either of them do or suffer any act matter or thing whereby they or either of them may be prevented from carrying out in all respects the obligations and liabilities imposed on or undertaken by them or either of them by this Agreement.

14.

NOTHING in this Agreement shall affect any power or authority of the Crown or the Secretary for Mines of the said State under the Leases referred to in the Schedule hereto or the *Mining Act, 1906* as amended by subsequent Acts or the Regulations thereunder for the time being in force.

15.

THE covenants agreements stipulations and obligations in this Agreement contained and on the part of the Companies to be performed and observed shall bind the Companies jointly and each of them severally.

16.

IT IS HEREBY EXPRESSLY AGREED by and between the parties hereto that this Agreement shall be held to have been made in the State of New South Wales and the Lake George Mining Corporation Limited hereby agrees to submit to the jurisdiction of the Courts of or in the said State.

17.

(1)

IF through any cause beyond the control of the Companies and not arising from or due to or contributed to by any neglect default or misconduct of the Companies or either of them or their or either of their agents or servants delay occurs in the construction and execution by the Companies or one of them of such complete works as provided by paragraph (a) of sub-clause (1) of Clause 3 the Companies may from time to time within three months of the happening or occurring of the event or matter causing the delay apply in writing to the Auditor General for an extension of time on account of such event or matter setting forth the cause of such application and the Auditor General shall if he thinks the cause sufficient and within the foregoing provisions of this sub-clause but not otherwise allow by writing under his hand such extension of time as he may think adequate. This sub-clause does not apply to the works or operations referred to in sub-paragraphs (i) (ii) and (iii) of paragraph (a) of Sub-Clause (1) of Clause 3.

(2)

UNLESS the Companies shall make such application within the time and in the manner aforesaid and unless and until the Auditor General shall allow such extension or extensions of time as aforesaid the Companies shall not nor shall either of them by reason of any delay arising as in the preceding sub-clause mentioned be relieved in any way or to any extent of their or its liability to construct and execute such complete works as provided by paragraph (a) of sub-clause (1) of Clause 3 within the time as therein provided or of any other liability or obligation of the Companies or either of them under this Agreement.

(3)

IF through any cause beyond the control of the Commissioner for Railways or the Minister and not arising from or due to or contributed to by any neglect default or misconduct of the Commissioner for Railways or the Minister or either of their agents or servants delay occurs in the construction by the said Commissioner of the said Railway line from Bungendore to Captain’s Flat as provided by Clause 10 the Commissioner for Railways may from time to time within three months of the happening or occurring of the event or matter causing the delay apply in writing to the Auditor General for an extension of time on account of such event or matter setting forth the cause of such application and the Auditor General shall if he thinks the cause sufficient and within the foregoing provisions of this sub-clause but not otherwise allow to the Minister by writing under his hand such extension of time as he may think adequate.

(4)

UNLESS the Commissioner for Railways shall make such application within the time and in the manner aforesaid and unless and until the Auditor General shall allow such extension or extensions of time as aforesaid the Minister shall not by reason of any delay arising as in the preceding sub-clause mentioned be relieved in any way or to any extent of his liability to have constructed such Railway line as provided by Clause 10 within the time as therein provided or of any other liability or obligation of the Minister under this Agreement.

(5)

THE expression “Auditor General” where used in this Agreement shall mean the Auditor General of New South Wales or the person acting as such for the time being.

18.

ALL references to payments and other moneys in this Agreement are in terms of Australian currency.
IN WITNESS whereof the parties hereto have executed these presents the day and year first above written.

SCHEDULE

FIRSTLY:
The following Mining Leases granted by His Majesty under the *Mining Act, 1906* situated in the County of Murray:

Date of Lease.	No. of Lease.	Portion No.	Area of Land.			Parish.	Metals and Minerals to be Mined.
			a.	r.	p.		
23rd Sept., 1924.	3149	M.L. 1	15	3	10	Bullongong	Copper, lead, zinc, silver, gold and sulphur.

22nd June, 1925.	3210	M.L. 5	11	0	0	do	do
21st Sept., 1925.	3274	M.L. 4	18	0	10	do	do
9th Feby., 1926.	3331	M.L. 7	9	0	0	do	do
15th March, 1926.	3337	M.L. 7	19	0	0	Ballallaba	do
18th March, 1927.	3495	M.L. 12	2 (ex Por. 99).	1	27½	Ballallaba and Bullongong.	do
18th March, 1927.	3496	M.L. 14	14	0	0	Bullongong	do
18th March, 1927.	3497	M.L. 15	1	3	33	do	do
18th March, 1927.	3498	M.L. 17	0	3	25	do	do
27th April, 1927.	3510	M.L. 18	6	2	26	do	do
22nd June, 1927.	3546	M.L. 16	3	3	19	do	do
2nd November, 1927.	3608	M.L. 6	4	3	15	Bullongong and Ballallaba.	do
16th June, 1928.	3708	M.L. 22	28	1	27	Bullongong	do
5th November, 1928.	3748	M.L. 24	1	3	3	do	do
5th November, 1928.	3749	M.L. 28	0	2	16	do	do
15th Sept., 1930.	3927	M.L. 30	9	0	0	Bullongong and Ballallaba.	Lead, zinc, silver, copper.

SECONDLY:

The following Mining Leases of Private Lands granted by His Majesty under the *Mining Act, 1906* and the Acts amending the same situated in the County of Murray:

Date of Lease.	No. of Lease.	Portion No.	Area of Land.			Parish.	Metals and Minerals to be Mined.
			a.	r.	p.		
30th March, 1928.	194	P.M.L. 2	13	3	31	Bullongong	Lead, zinc, copper, silver, gold and sulphur.
7th April, 1930.	308	P.M.L. 5	30	0	0	do	do

7th April, 1930. 309 P.M.L. 3 15 0 0 do do

THIRDLY:

The following Mining Purposes Leases granted by His Majesty under the *Mining Act, 1906*—situated in the County of Murray:

Date of Lease.	No. of Lease.	Portion No.	Area of Land.			Parish.	Purpose of Lease.
			a.	r.	p.		
25th Nov., 1924.	480	M.L. 3	2	2	0	Bullongong	Dumping.
(exclusive of the part cancelled on the 22nd September, 1930).							
21st Feb., 1928.	598	M.L. 20	4	3	31	Bullongong	Dumping and stacking.
23rd July, 1928.	614	M.L. 20	0	3	25	Ballallaba	Dwellings.
21st Dec., 1928.	629	M.L. 19	23	3	5	Bullongong and Ballallaba.	Water conservation.
11th Jan., 1929.	630	M.L. 27	3	0	9	Bullongong and Ballallaba.	Water race, etc.
19th Feb., 1929.	637	M.L. 21	57	1	2	Bullongong.	Electric lines, etc.
19th March, 1929.	638	M.L. 13	28	1	15	Bullongong and Ballallaba.	Water conservation, etc.
15th August, 1929.	657	M.L. 25	0	2	13	Bullongong	Road.

The Common Seal of LAKE GEORGE MINES LIMITED was hereunto affixed under the authority of the Board of Directors in the presence of:

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THOS. C. BAKER,
TOM M. OWEN,

L.S.

Directors.

F. C. TRACY,
Secretary.

The Common Seal of LAKE GEORGE MINING CORPORATION LIMITED was hereunto affixed under the authority of a Resolution of the Board of Directors in the presence of:

}

G. FELL,
D. CHRISTOPHERSON,

L.S.

Directors.

J. C. MULLENGER,
Secretary.

Signed Sealed and Delivered by the said the
Honourable BERTRAM SYDNEY BARNSDALE
STEVENS as such Colonial Treasurer as
aforesaid in the presence of:

}

B. S. B. STEVENS

J. G. LEE.