

Moss Vale—Port Kembla Railway Agreement Ratification Act 1927 No 21

[1927-21]



New South Wales

Status Information

Currency of version

Repealed version for 8 April 1929 to 7 July 2011 (accessed 23 November 2024 at 9:03)

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The Act was repealed by Sch 4 to the [Statute Law \(Miscellaneous Provisions\) Act 2011 No 27](#) with effect from 8.7.2011.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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Moss Vale—Port Kembla Railway Agreement Ratification Act 1927 No 21



New South Wales

An Act to ratify a certain Agreement made between Hoskins Iron and Steel Company Limited and the Minister for Public Works, relating to the construction of Ironworks at Port Kembla and of the Moss Vale to Port Kembla Railway.

1 Name of Act and Act to bind the Crown

- (1) This Act may be cited as the *Moss Vale—Port Kembla Railway Agreement Ratification Act 1927*.
- (2) This Act shall bind the Crown.

2 Ratification of agreement

The agreement, a copy of which is contained in the Schedule to this Act, is hereby ratified and confirmed.

3 Power to assign

- (1) Hoskins Iron and Steel Company Limited may, with the consent of the Minister for Public Works, assign its rights and liabilities under the said agreement.
- (2) No such assignment shall have the effect of increasing in any way the actual or contingent liability of the Government of New South Wales under the agreement, whether by way of damages or otherwise, to the intent that the said Government shall not be liable in any case or to any extent in or to which it would not have been liable had the assignment not been made.
- (3) The consent of the said Minister shall be given only if the assignee agrees and covenants with such Minister to assume, carry out, and perform the obligations which by the said agreement are cast upon the said company and furnishes a guarantee in the sum of twenty-five thousand pounds by a person and in a form approved by the Minister guaranteeing the performance of the agreement by the assignee.

Schedule

THIS Agreement made the eleventh day of February, one thousand nine and twenty-seven Between Hoskins Iron and Steel Company Limited (hereinafter called the Company) of the one part and the Honorable Martin Matthew Flannery the Minister for Public Works of the State of New South Wales for and on behalf of His Majesty King George V (hereinafter called the Minister which expression shall where the context admits include his successors in office) of the other part Whereas the Company has acquired lands at Port Kembla in the said State for the purpose of constructing thereon extensive iron and steel works and carrying on thereon the businesses of iron masters steel makers and workers and manufacturers of and in iron and steel 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 Moss Vale to Port Kembla in the said State made its report thereon in which it stated that in view of the fact that the success of the proposed public work was mainly dependent upon the establishment of the said works of the Company it was necessary for the Government of the said State to obtain an assurance from the Company that such works would be proceeded with before the said public work was undertaken And whereas by the *Moss Vale to Port Kembla Railway Act, 1924*, the carrying out of the said public work was sanctioned And whereas the Company at the request of the Minister has agreed to procure a guarantee in the sum of Twenty-five thousand pounds (£25,000) from the Commercial Banking Company of Sydney Limited in favour of the Minister And whereas the parties have agreed to execute these presents for the purpose of binding the Company to construct the ironworks and carry on the businesses hereinafter mentioned and of binding the Government of the said State to construct the said railway line: Now it is hereby agreed as follows:—

1.

- (a) Upon ratification of this Agreement by the Parliament of the said State the Company shall commence the erection and construction of ironworks at Port Kembla and shall continuously thereafter proceed with such erection and construction and shall within three years from the date of ratification of this Agreement as aforesaid, complete the same with all necessary buildings plant machinery apparatus and appurtenances to the value of approximately Six hundred and fifty thousand pounds (£650,000) inclusive of all expenditure already incurred and hereafter to be incurred by the Company in and about such works buildings plant machinery apparatus and appurtenances and in and about the construction of private railway lines the acquisition and development of quarries and the provision of adequate supplies of fuel and raw materials for the purposes of the conduct and operation of the said ironworks so that at the expiration of three years from the date of ratification of this Agreement as aforesaid the Company shall have ready for operation at Port Kembla complete ironworks capable of and fully equipped for extensively carrying on the businesses of iron masters and workers and manufacturers of and in iron.
- (b) In the event of the Company failing to erect such complete ironworks as provided by the preceding subclause within the time thereby limited the Company will pay to the Minister the sum of Twenty-five thousand pounds (£25,000) as liquidated damages.

2.

The Company shall during the first twelve months in which the said railway line from Moss Vale to Port Kembla shall be open for traffic expend the further sum of One hundred thousand pounds

(£100,000) in the erection and construction of the said ironworks at Port Kembla and buildings plant machinery apparatus and appurtenances necessary thereto. The said sum of One hundred thousand pounds (£100,000) shall be expended in addition to the expenditure imposed on the Company by Clause 1 Provided that the obligation imposed on the Company by this clause shall be deemed to be satisfied if before the expiration of the first twelve months in which the said railway line shall be open for traffic the Company shall have constructed and erected the said ironworks at Port Kembla with all necessary buildings plant machinery apparatus and appurtenances to the value of Seven hundred and fifty thousand pounds (£750,000) inclusive of all expenditure in and about the construction of private railway lines and the acquisition and development of quarries and the provision of adequate supplies of fuel and raw materials for the purposes of the conduct and operation of the said ironworks.

3.

The Company shall at its own expense despatch over the whole length of the said railway line from Moss Vale to Port Kembla (Unanderra) during the first twelve months in which such line shall be open for traffic limestone iron ore and other materials for use in connection with the ironworks to be constructed by the Company as aforesaid and/or iron products manufactured at such works to the extent of One hundred thousand (100,000) tons at least.

4.

On the execution of this Agreement the Company shall deposit with the Minister the sum of One hundred thousand pounds (£100,000) to be held by him on the terms hereinafter set out, that is to say—

- (a) Once every quarter after the ratification of this Agreement by the Parliament of the said State the Minister shall repay to the Company such part of the said sum as is equal to the amount which an engineer of the Department of Public Works nominated by the Minister shall certify has been expended by the Company during the previous quarter in connection with the erection and construction at Port Kembla of the ironworks as provided by Clause 1 (a).
- (b) Interest on the said sum of One hundred thousand pounds (£100,000) or on so much thereof as shall from time to time be held by the Minister calculated at the rate of $5\frac{1}{4}$ per cent. per annum shall be paid by the Minister to the Company quarterly.

5.

The Company shall from time to time produce all books vouchers documents and evidence to and allow the ironworks the buildings plant machinery apparatus and appurtenances and the other works plant and materials mentioned in Clause 1 to be inspected by:

- (a) the Minister and his agents for the purpose of ascertaining the performance or non-performance by the Company of Clauses 1 (a) 2 and 3, and
- (b) every engineer nominated by the Minister under Clause 4 (a) for the purpose of certifying the expenditure by the Company therein mentioned.

6.

The Minister agrees with the Company that the Railway Commissioners of New South Wales shall upon the ratification of this Agreement by the Parliament of the said State commence the

construction of the said railway line from Moss Vale to Port Kembla (Unanderra) and shall thereafter proceed with such construction so that the said railway line shall be open for the traffic of the Company at the expiration of three years from the date of ratification of this Agreement as aforesaid Provided that the Government of the said State shall not in any case whatever be liable to the Company in damages for a breach or breaches of this clause in a sum or sums exceeding Fifty thousand pounds (£50,000) in all.

7.

This Agreement is subject to ratification by the Parliament of the said State.

In witness whereof the parties hereto have executed these presents.

THE COMMON SEAL OF HOSKINS IRON AND STEEL
COMPANY LIMITED was hereto affixed in the presence of us,
two Directors of the said Company, in pursuance of a
resolution of Directors of such Company on the eleventh
day of February A.D. 1927.

R. J. BURNS,

Secretary.

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CECIL H. HOSKINS.
A. S. HOSKINS. (L.S.)

Signed, sealed, and delivered by THE HONORABLE MARTIN
MATTHEW FLANNERY in the presence of—

R. G. ALLMAN.

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M. M. FLANNERY. (L.S.)