

**Australian Iron & Steel Limited Agreement
Ratification Act.**

**AUSTRALIAN IRON & STEEL
LIMITED AGREEMENT
RATIFICATION ACT.**

—————
Act No. 36, 1936.

Edward VIII, No. 36, 1936. **An Act** to ratify a certain agreement made between Australian Iron & Steel Limited and the Minister for Public Works with respect to the sale by him to such Company of certain lands at or near Port Kembla on certain terms and conditions; to provide for the carrying out of such agreement; to validate certain notifications of resumption affecting parts of the said lands; to provide for further resumptions for the purposes of works authorised by the Acts 1898 No. 34, 1900 No. 7, and 1912 No. 65, or any of them; to amend the Public Works Act, 1912, and certain other Acts; and for purposes incidental thereto or connected therewith. [Assented to, 23rd July, 1936.]

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:—

Short
title.

1. This Act may be cited as the "Australian Iron & Steel Limited Agreement Ratification Act, 1936."

2.

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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 First Schedule to this Act.

“The Company” means Australian Iron & Steel Limited.

“Minister” means Minister for Public Works.

3. The said agreement is hereby ratified and validated. Ratification of the agreement.

4. (1) The notification under the Public Works Act, 1912, of resumption of land for the construction of a breakwater and an extension thereof at Port Kembla published in the Gazette dated the sixteenth day of February, one thousand nine hundred and twenty-three, folio 837, shall as on and after the date of such publication be read and construed as if the Description of Land contained in the Second Schedule to this Act had been the Description of Land referred to in such notification and as if the said description contained in such Second Schedule had been substituted for the description of land appearing in the notification and the land described in the Second Schedule hereto, shall on and after the sixteenth day of February, one thousand nine hundred and twenty-three, be deemed to have been by the said notification vested in the Minister for Public Works as Constructing Authority for the purposes of the Port Kembla Harbour Act, 1898, and the Port Kembla Harbour (Northern Breakwater) Act, 1912. Effect of notifications of resumptions.

(2) The notification of resumption of land under the Public Works Act, 1912, for the construction of a breakwater and an extension thereof at Port Kembla published in the Gazette dated the fourteenth day of January, one thousand nine hundred and twenty-seven, folio 133, and the notification under the Public Works Act, 1912, as amended by subsequent Acts of acquisition of land for purposes incidental to carrying out and constructing the public works authorised by the Port Kembla Harbour Act, 1898, and the Port Kembla Harbour (Northern Breakwater) Act, 1912, published in the Gazette dated the thirteenth day of March, one thousand

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thousand nine hundred and thirty-six, folio 1248, are hereby validated as on and after the said respective dates of such publications and the lands respectively referred to in the said notifications shall be deemed as on and after the said respective dates to have vested in the Minister for Public Works as Constructing Authority for the purposes of the Port Kembla Harbour Act, 1898, and the Port Kembla Harbour (Northern Breakwater) Act, 1912.

(3) Nothing in this section shall affect the operation of section three of this Act, or any disposition by the Minister for Public Works before the commencement of this Act of any estate or interest in any of the lands referred to in any of the notifications specified in subsections one and two of this section.

Repeals not
to affect
power to
resume
lands.

5. The repeal by the Statute Law Revision Act, 1924, of the Acts No. 34, 1898, and No. 7, 1900, and No. 65, 1912, shall not be deemed to have affected or to affect the power of the Governor to resume and appropriate lands easements and rights under the Public Works Act, 1912, as amended for the purposes of the public works authorised by such Acts.

Company
not to
dispose of
lands for
a period.

6. 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 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 or the person acting as such for the time being certifying that the cost of the permanent and fixed improvements erected and constructed and caused to be erected and constructed within five years 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 one million

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million pounds. The term "permanent and fixed improvements" has in this section the same meaning as it has in subclause (e) of clause one of the said agreement.

7. (1) Upon the Company entering into a covenant with the Minister his successors and assigns in pursuance of clause nine of the said agreement and Form J referred to therein such covenant shall bind the lands delineated by black hatching and black circles edging on the plan marked "C" annexed to the said agreement and every part thereof into whosoever hands the same may come and bind all persons interested therein and the Registrar-General shall endorse every Certificate of Title comprising such land or any part thereof accordingly. Nothing in the said clause nine or in this Act shall affect the release variation or modification of such covenant under the terms thereof.

Certain
covenants
by Company
to bind
certain
lands.

(2) Upon the Company entering into a covenant with the Minister his successors and assigns in pursuance of clause nine of the said agreement and Form "P" referred to therein such covenant shall bind the lands shown by red tint on the plans marked "T" and "U" annexed to the said agreement and every part thereof into whosoever hands the same may come and bind all persons interested therein and the Registrar-General shall endorse every Certificate of Title comprising such land or any part thereof accordingly. Nothing in the said clause nine or in this Act shall affect the release variation or modification of such covenant under the terms thereof.

(3) The provisions of clause twenty-six of the said agreement shall bind the lands described in the First Schedule to the said agreement and every part thereof into whosoever hands the same may come and bind all persons interested therein and the Registrar-General shall endorse the Certificates of Title comprising such lands accordingly.

(4) The provisions of clause twenty-nine of the said agreement shall bind the lands described in the Seventh Part of the First Schedule to the said agreement and every part thereof into whosoever hands the same may come

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come and bind all persons interested therein and the Registrar-General shall endorse every Certificate of Title comprising such land or any part thereof accordingly.

(5) The provisions of clause thirty-three of the said agreement shall bind the lands described in the Fifth, Sixth and Seventh Parts of the First Schedule to the said agreement into whosoever hands the same may come and bind the persons interested therein and the Registrar-General shall endorse the Certificates of Title comprising such land or any part thereof accordingly.

Closing of
certain
streets
and lanes.

8. (1) Rossbach Street, Carleton Street, Blomfield Street, Fitzgerald Street and Darley Street shown on Plan No. 13659 deposited in the Land Titles Office, Sydney, and any extension southerly of Darley Street within the land described in the Second Part of the First Schedule to the said agreement and the part of Halligan Street shown on that plan situated within the land described in the First Part of the First Schedule to the said agreement and all lanes shown on that plan within the lands described in such First Schedule are hereby closed and the rights (if any) therein of the public and of purchasers of any lots shown on the said deposited plan are hereby extinguished.

(2) Monash Street, Allenby Street, Haig Street, and Ryrie Street, shown on plan No. 10777 deposited in the Land Titles Office, Sydney, and the parts of High Street and Bridges Street shown on that plan situated within the lands described in the First Schedule to the said agreement, and all lanes shown on that plan within the lands described in the First Schedule to the said agreement are hereby closed and the rights (if any) therein of the public and purchasers of any lots shown on that plan are hereby extinguished.

(3) The subdivisions (including any reservations) shown on the said Deposited Plans Nos. 13659 and 10777 and on Plan No. 312 registered in the Registrar-General's Office, Sydney, so far as within the lands described in the First Schedule to the said agreement are hereby extinguished and a reference in any Memorandum of Transfer under the Real Property Act, 1900, or other assurance of any land comprised in any of such plans to the land comprised in the said Deposited Plan No. 13659 or to the land
comprised

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comprised in the said Deposited Plan No. 10777 or to the land comprised in the said Registered Plan No. 312 shall henceforth be read as a reference to such plan as so reduced.

(4) No dedication of or other act with respect to the setting apart of or granting rights over any street, extension of street, lane or reservation referred to in this section or other act with respect thereto shall be deemed to have affected the title of the Minister to the lands comprised therein.

9. The Crown and the Minister shall not by reason of the said agreement or this Act be liable to any action suit or proceeding in consequence of the taking by the Minister in the transfer or other assurance of any restrictive covenants from the transferee or conveyee of any allotment comprised in Plan No. 13659 deposited in the Land Titles Office, Sydney, or in Plan No. 10777 deposited in the same office or in Plan No. 312 registered in the Registrar-General's Office, Sydney, and such restrictive covenants shall be read and construed as if the said plans had not comprised any part of the lands described in the First Schedule to the said agreement.

Agreement
not to
subject
Crown to
liability in
respect of
restrictive
covenants.

10. (1) The Registrar-General shall upon the request of the Minister issue to him a new Certificate of Title under the Real Property Act, 1900, for and comprising all the lands described in the First Schedule to the said agreement without causing any examination or report to be made as to the title to such lands and without locating the boundaries of any Crown Grants or notifications of resumption and appropriation affecting or that may affect any of such lands.

Registrar-
General to
issue new
Certificate
of Title to
Minister.

(2) In the Certificate of Title issued in pursuance of this section the lands may be described in terms of the descriptions set forth in the First Schedule to the said agreement.

(3) Such Certificate of Title shall contain an exception of the mines or deposits of coal, ironstone, kerosene shale, limestone, slate, or other minerals under the lands which were not acquired by the notifications of resumption referred to in clause four of the said agreement.

(4)

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(4) The issue of such Certificate of Title shall not affect the leases and tenancies referred to in the Second Schedule to the said agreement.

(5) The Registrar-General may make all such cancellations alterations and entries of and in the Register Book Certificates of Title and otherwise as may be desirable in consequence of the issue of the Certificate of Title in pursuance of this section.

FIRST SCHEDULE TO THE ACT.

THIS AGREEMENT made the 16th day of June, 1936, between Australian Iron & Steel Limited a Company incorporated under the Companies Act, 1899, of the State of New South Wales (hereinafter called the Company) of the one part and the Minister for Public Works of the said State the duly appointed Constructing Authority for the purposes of works authorised by the Port Kembla Harbour Act, 1898, and the Port Kembla Harbour (Northern Breakwater) Act, 1912, for and on behalf of His Majesty the King (hereinafter called the Minister which expression shall where the context permits include his successors in office) of the other part Whereas the Company is desirous of purchasing from the Minister the Lands described in the First Schedule hereto And whereas the Company has procured the execution by the Commercial Banking Company of Sydney Limited of a guarantee in favour of the Minister in the sum of Twenty-five thousand pounds (£25,000) as security for the fulfilment of the covenant by the Company contained in certain subclauses of Clause One hereof Now it is hereby agreed as follows:—

1. (a) The Company hereby covenants with the Minister that the Company without cost to the Minister shall upon the expiry of the period of two months commencing on the date of commencement of this Agreement commence or cause to be 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 five years from the date of commencement of this Agreement or of such further period if any as may be allowed by the Minister in writing the Company shall have without cost to the Minister erected and constructed or caused to be erected and constructed upon the said lands permanent and fixed improvements to the cost of One million pounds (£1,000,000) for the purpose of carrying on industrial operations thereon and the Company covenants with the Minister to construct or cause to be constructed such permanent and fixed improvements to the said cost within the said period of five years or further period if any allowed in writing by the Minister accordingly. (b)

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(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 One million pounds (£1,000,000) as required by the preceding subclause within the time as thereby provided the Company hereby covenants to pay to the Minister 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 One million pounds (£1,000,000) exceeds the cost of such 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 of the cost of the permanent and fixed improvements erected and constructed and caused to be erected and constructed within the period of five years from the date of commencement of this Agreement (or such further period if any allowed by the Minister 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 Minister and persons authorised by him for the purpose of ascertaining the performance or non-performance by the Company of 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) 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 hereto or any part thereof Provided that this subclause shall cease to operate upon the Minister stating in writing that the Company has performed the provisions of subclause (a) of this Clause or upon the Company paying to the Minister 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 five years from the date of commencement of this 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 One million pounds (£1,000,000).

(f) The term "permanent and fixed improvements" in this Clause includes buildings mills furnaces ovens railways levelling of land reclamation of land bridges roads drains and canals 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 (e) of this Clause.

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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 One million pounds (£1,000,000) and subject to the provisions hereinafter contained the Minister hereby agrees to sell to the Company the lands described in the First Schedule hereto for the price of Fifty-five thousand pounds (£55,000) and the Company hereby agrees to purchase such lands from the Minister at the said price accordingly.

3. The Company shall pay the said price to the Minister in Sydney free of exchange on completion of such sale and purchase of the said lands.

4. (a) Part of the said lands is included in the Notification of Resumption of an area of about 496 acres 2 roods published in the Government Gazette of the 1st September, 1900, page 6865, under the Lands for Public Purposes Acquisition Act as adopted by the Public Works Act of 1888 and by Section 114 of the last-mentioned Act no mines or deposits of coal, ironstone, kerosene shale, limestone, slate or other minerals under the said area were acquired.

(b) Parts of the said lands are included in the respective Notifications of Resumption of an area of about 80 acres 0 roods 38 perches and an area of about 13 acres 1 rood 7.3 perches published in the Government Gazette of 10th August, 1910, page 4374, and the Government Gazette of 9th January, 1907, page 146, under the Public Works Act, 1900, for the purposes of the Port Kembla Harbour Act, 1898, and the Act No. 7, 1900, and by Section 134 of the Act first mentioned in this subclause no mines or deposits of coal, ironstone, kerosene shale, limestone, slate or other minerals under such areas were acquired.

(c) Parts of the remainder of the lands described in the First Schedule hereto are respectively included in the following Notifications of Resumption published under the Public Works Act, 1912, for the purposes of the Port Kembla Harbour Act, 1898, and the Port Kembla Harbour (Northern Breakwater) Act, 1912, namely:—

Date of Gazette.	Page.	Area, etc.
17th December, 1913 ...	7433-4	About 1,470 acres.
16th February, 1923 ...	837	About 360 acres.
14th January, 1927 ...	133	About 73 acres 3 roods $4\frac{3}{4}$ perches and about 40 acres 0 roods $2\frac{1}{4}$ perches.
13th March, 1936 ...	1248	Part of the bed of Tom Thumb Lagoon.

and by Section 141 of the Public Works Act, 1912, no mines or deposits of coal, ironstone, kerosene shale, limestone, slate or other minerals under such areas were acquired. (d)

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(d) No part of the said lands described in the First Schedule hereto lies outside the Notifications of Resumption referred to in this clause.

(e) In accordance with the Notifications of Resumption referred to in this clause all mines or deposits of coal, ironstone, kerosene shale, limestone, slate or other minerals under the lands described in the First Schedule hereto are excepted from the said sale and shall be excepted and excluded from the assurance of such lands by the Minister to the Company.

5. Certain information as to the title to the lands comprised in the First Schedule hereto is referred to in this Agreement and the Company shall not require or be entitled to be furnished with any further particulars as to the title of the Minister to any such lands or any abstract of the title to any of such lands or any evidence whatsoever of the title to any of such lands save and except that the Minister will produce to the Company the deeds and documents that may be in the Minister's possession and that relate to such lands. No objection or requisition whatsoever shall be made by the Company to or in respect of the title to any of the said lands and no objection whatever shall be taken by the Company to the power of the Minister to sell and assure as provided by this Agreement the said lands described in the First Schedule hereto.

6. (a) All the said lands are sold by the Minister to the Company subject to the existing tenancies easements encroachments licenses and occupancies and all such lands are sold subject to the reservations and conditions contained in the Crown grants under which lands were originally or are now held.

(b) The tenancies and occupancies affecting the lands described in the First Schedule are the leases of which short particulars are stated in the Second Schedule hereto and the sale is subject to the same accordingly.

(c) Included in such encroachments are the encroachments referred to in the Third Schedule hereto and the sale is subject thereto accordingly.

7. There shall be excepted out of and from the lands described in the First Schedule hereto and excluded from the said sale and the assurance by the Minister to the Company—

(a) All telegraph lines within the meaning of the Post and Telegraph Act 1901-1923 of the Commonwealth constructed or laid upon over or in such lands.

(b) The lines of pipes for the conveyance of water constructed or laid in and through the land shown by red tint on the plan marked "A" annexed to the Draft Transfer from the Minister to the Metropolitan Water Sewerage and Drainage Board hereinafter referred to, of easements for water pipes and other purposes and all fittings and appliances connected with the said line of pipes.

(c) All railway lines and sidings constructed or laid in and upon the land shown by red tint on the plan marked "B" annexed hereto and all rails sleepers cables pipes wires equipment and fittings connected therewith.

(d)

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(d) The electric transmission lines constructed or laid in and upon the lands shown by black hatching and black circles edging on the plan marked "C" annexed hereto and all poles wires fittings and appliances connected therewith.

(e) The telephone lines constructed or laid in and upon the lands shown by black hatching and blue colour on the plan marked "C" annexed hereto and all poles wires fittings and appliances connected therewith.

(f) The electric transmission lines constructed or laid in and upon the lands shown by red tint on the plan marked "D" annexed hereto and the signal lights and all poles wires fittings and appliances connected with such transmission lines and lights.

(g) The electric transmission lines one partly on the road between the lands fourthly and fifthly described in the First Schedule hereto and the other partly on the road on the south of the lands ninthly and tenthly described in such Schedule so far as such lines are respectively constructed or laid upon or over the lands shown by red tint on the plans annexed hereto marked "E" and "F" and the poles wires fittings and appliances connected therewith respectively.

8. The said sale of the lands described in the First Schedule hereto is also subject to and the assurance by the Minister to the Company of such lands shall be subject to the grant by the Minister to the Metropolitan Water Sewerage and Drainage Board its successors and assigns of easements and rights for water pipes and other purposes in the form annexed hereto marked "H".

9. The said sale of the lands described in the First Schedule hereto is also subject to and the assurance by the Minister to the Company of such lands shall contain reservations in favour of the Minister his successors and assigns of easements and rights with respect to electric transmission lines, railway lines, and telephone lines and other matters in and according to the forms hereto annexed and marked respectively "J" "K" "L" "M" "N" and "O" and such sale and assurance shall also be subject to and contain the restrictive covenants in favour of the Minister his successors and assigns to the effect of those contained respectively in the said Form "J" and in the form marked "P" annexed hereto. The Act ratifying this Agreement shall provide that such covenants shall respectively bind the lands referred to in such covenants as affected thereby and every part thereof into whosoever hands the same may come and bind all persons interested therein and that the Registrar-General shall endorse every Certificate of Title comprising such land or any part thereof accordingly. Nothing herein or in such Act shall affect the release variation or modification of any such covenants under the terms thereof.

10. The Company agrees to allow Tom Thumb Trigonometrical Station situated on the land described in the Fifth Part of the First Schedule to be used by officers of the Department of Lands or the Department of Works and Local Government for survey purposes until the Trigonometrical Station is destroyed by the Company in the course of improving or altering the land containing the same.

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11. The completion of the purchase and payment of the balance of the purchase money shall take place at the office of the State Crown Solicitor on a date which shall be two months from the date of commencement of this Agreement. If from any cause whatever other than the non-completion caused by the default of the Minister the purchase money shall not be paid on that date the Company shall pay to the Minister interest thereon at the rate of Five pounds (£5) per centum per annum computed from that date until the day of actual payment.

12. The Minister shall be entitled to the rents and profits and shall pay and bear all rates taxes assessments and outgoings in respect of the lands comprised in the First Schedule hereto to the date of completion 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.

13. No error or misdescription of the lands sold shall annul the sale but compensation (if demanded in writing before completion but not otherwise and if as regards the Company it is otherwise entitled thereto under this Agreement) shall be made to or given by the Company as the case may be and should the parties be unable to agree between themselves as to the amount thereof such amount shall be settled by two arbitrators one to be appointed by the Minister and the other by the Company in accordance with the provisions of the Arbitration Act, 1902.

14. All objections and requisitions (if any) which under this Agreement the Company shall be entitled to make shall be made and delivered to the Crown Solicitor of the State of New South Wales within twenty-one days from the date of commencement of this Agreement and all objections and requisitions not so made shall be deemed to be waived.

15. If the Minister 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 the Minister shall whether he has or has not attempted to remove or comply with such objection or requisition and notwithstanding any negotiations or litigation in respect thereof be at liberty to rescind this Agreement and in no case shall the Minister be liable for any damages costs charges and expenses whatsoever incurred by the Company in and about this Agreement and it is hereby declared that seven days' notice of the Minister's intention to rescind this Agreement shall be deemed reasonable notice of such intention under Section 56 of the Conveyancing Act 1919-1932.

16. The Minister shall not be called upon or bound to pay any proportion of the costs of any dividing fence or fences.

17. All notices and documents hereunder may be served as mentioned in Section 170 of the Conveyancing Act 1919-1932.

18. In all matters relating hereto time shall be deemed to be the essence of the Contract.

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19. Clauses 2 to 6 inclusive of the conditions of sale contained in Schedule III of the Conveyancing Act, 1919-1932 shall not apply to this Agreement except in so far as the same or any part thereof are incorporated herein.

20. 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 Minister to observe and perform the said provisions and conditions.

21. Parts of the lands described in the First Schedule hereto are included in Certificates of Title under the Real Property Act 1900 registered Volume 3154 Folio 13 dated the 5th February 1921 and Certificate of Title registered Volume 3641 Folio 89 dated the 20th September 1924.

22. With respect to the leases or tenancies to Mrs. S. Duncan, Frank W. Cook, and William McLean respectively, referred to in the Second Schedule hereto parts of each such lease or tenancy are within the lands described in the First Schedule hereto and other parts are outside those lands and notwithstanding anything hereinbefore contained it is agreed that on and after the date of completion of the sale of such lands to the Company and during the currency of the lease or tenancy, the Company shall be entitled to receive out of the rent paid by Mrs. S. Duncan under the said lease or tenancy a sum at the rate of £127 per annum and out of the rent paid by Frank W. Cook under the said lease or tenancy a sum at the rate of £293 per annum until the 31st July, 1936, and at the rate of £336 per annum thereafter and out of the rent paid by William McLean a sum at the rate of £109 per annum and the Minister shall be entitled to continue to receive the remainder of the rents paid under such leases or tenancies.

23. Upon the lands described in the First Schedule there are fifty-three camps by persons who have no contractual relation with the Minister and it is understood and agreed that the Company purchases the said lands subject to those occupancies.

24. It is expressly agreed that the Company shall not have any right of access to or from the land described in the Seventh Part of the First Schedule hereto over or across any land of the Minister or His Majesty except such right of access as is granted by the Minister under Clause 32 hereof.

25. If the Purchaser shall fail to comply with or observe any of the provisions of this Agreement the Minister shall be at liberty to rescind this Agreement.

26. The Company hereby agrees to grant to the Minister his successors or assigns without compensation easements and rights with respect to the erection operation and maintenance of all such additional electricity transmission and/or telephone lines as the Minister his successors or assigns may at any time hereafter desire to
erect

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erect or construct in over or upon the lands described in the First Schedule hereto or any part or parts thereof along routes approved of by the Company and such easements and rights shall if the Minister his successors or assigns requires be so granted in a form similar to that annexed hereto and marked "J" with respect to the electricity transmission lines and in a form similar to that annexed hereto and marked "O" with respect to the telephone lines and shall include the land along the route of each such line to the width of 60 feet in the case of the electricity transmission lines and to such width not more than 60 feet along the route of the line as the Minister his successors or assigns thinks necessary in the case of telephone lines.

The Act ratifying this Agreement is to provide that the provisions of this Clause shall bind the lands described in the First Schedule hereto and every part thereof into whosoever hands the same may come and bind all persons interested therein and that the Registrar-General shall endorse the Certificates of Title comprising such lands accordingly.

27. The Minister shall at the request of the Company (and on such conditions as to payment by the Company of the cost thereof and of the extra cost to be occasioned in the construction operation and maintenance thereof and as to the grant by the Company to him of new easements and rights and otherwise as the Minister may require) relocate to other positions in over or upon the lands described in the First Schedule hereto or other lands the route of any of the existing electricity transmission or telephone lines or of any then existing or intended future electricity transmission or telephone lines and may remove all poles wires pipes fittings and appliances. In the event of any such relocation making any easements and rights held by the Minister in his opinion unnecessary the Minister shall surrender and release the same to the Company.

28. All or any of the easements rights covenants powers authorities and payments in favour of or to be made to the Minister as mentioned in Clauses 7, 9, 26 and 27 of this Agreement may be assigned by him to any public electricity supply authority operating or to operate at any time hereafter in the County of Camden and on such assignment and so far as the same may extend the provisions of such clauses shall be read as if the expression "Minister" included such electricity supply authority.

29. The Company hereby covenants with the Minister that it will at all times hereafter effectually maintain in good order and condition and to the satisfaction of the Minister the sea-wall which forms the boundary of the Port Kembla Harbour side of the land described in the Seventh Part of the First Schedule hereto and all other works on such land or to seaward thereof which may at any time be constructed by the Company the Minister or any public or local authority (whether in addition to or in substitution for such sea-wall or any part thereof) with a design of keeping sea water from the said lands and/or other lands. Without prejudice to the remedy of the Minister against the Company for any damage suffered by him

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him by reason of any breach by the Company of the foregoing covenant, in the event of the Company failing at any time to comply with the foregoing provisions of this Clause the Minister or any public or local authority without reference to the Minister may enter into and upon the said land with any persons horses plant vehicles and materials and may do all acts and things necessary to remedy the default of the Company and may restore and repair the said sea-wall and other works as he or they may think necessary and the Company shall pay to the Minister or such public or local authority all costs and expenses incurred by him or them in so doing entering remedying and repairing and the same shall be recoverable from the Company in a Court of competent jurisdiction and the amount of such costs and expenses shall be a charge upon the land described in the Seventh Part of the First Schedule until payment to the Minister or such public or local authority. The expression "Company" in this Clause shall include the assigns of the Company of such land or any part thereof.

The Act ratifying this Agreement is to provide that the provisions of this Clause shall bind the said land and every part thereof into whosoever hands the same may come and bind all persons interested therein and that the Registrar-General shall endorse every Certificate of Title comprising such land or any part thereof accordingly.

30. In the event of the Minister removing the railway lines and sidings on the lands described in the Fifth and Sixth Parts of the First Schedule hereto to the land shown by red tint on the Plan annexed hereto and marked "S" the easements and rights in respect of such railway lines and sidings granted by the Company to the Minister in pursuance of this Agreement shall be released or surrendered by him to the Company.

31. In the event of the Company constructing a shipping basin on the lands described in the First Schedule hereto the Minister shall grant to the Company an easement or right to construct a channel in connection therewith through the land shown by red tint on the Plan annexed hereto marked "S" subject to such conditions and security as the Minister may require with respect to the construction maintenance and operation by the Company of a bridge and to any other conditions required by the Minister.

32. The Minister shall grant to the Company easements and rights with respect to access and construction of railway lines water pipes and electricity transmission lines over in under or upon the land shown by red tint on the Plan annexed hereto marked "S" subject to such conditions and security as the Minister may think necessary.

33. (a) The Company shall when required by the Minister excavate and level to the satisfaction of the Minister the lands shown by red hatching on the Plan annexed hereto marked "S" so that the lands shown by red tint on such plan shall in the opinion of the Minister be wholly excavated and levelled to R.L.16 and give a safe working width at that level for railway and roadway purposes.

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(b) In the event of the Company failing to comply with the foregoing provisions of this Clause the Minister may excavate and level the said lands shown by red hatching as therein provided and may enter upon such lands with any persons horses plant vehicles and materials and the Company shall pay to the Minister the costs and expenses incurred by him in exercising the rights and powers conferred upon him by this subclause and the same shall be recoverable by the Minister from the Company and shall until repaid to him be a charge upon the lands described in the Fifth Sixth and Seventh Parts of the First Schedule.

(c) In this clause the expression "R.L.16" means 16 feet above datum low water ordinary spring tides as shown on Plan No. 57/148 filed in the office of the Minister at Sydney and the term "Company" includes the assigns of the Company of the land described in the Fifth Sixth and Seventh Parts of the First Schedule or any part thereof.

(d) The Act ratifying this Agreement is to provide that the provisions of this Clause shall bind the lands described in the Fifth Sixth and Seventh Parts of the First Schedule into whosoever hands the same may come and bind the persons interested therein and that the Registrar-General shall endorse the Certificates of Title comprising such land or any part thereof accordingly.

34. 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, 1936, it shall become null and void.

35. The Act ratifying this Agreement is to provide for the following further matters:—

- (a) The Registrar-General is to issue to the Minister a new Certificate of Title under the Real Property Act, 1900, comprising all the lands described in the First Schedule hereto and may make all such cancellations alterations and entries of and in the register book Certificates of Title and otherwise as may be desirable in consequence thereof;
- (b) the closing of Rossbach Street, Carleton Street, Blomfield Street, Fitzgerald Street and Darley Street shown on Plan No. 13659 deposited in the Land Titles Office Sydney and the part of Halligan Street shown on that plan situated within the land described in the First Part of the First Schedule and the extinguishment of the rights (if any) therein of the public and purchasers of any lots shown on that plan;
- (c) the closing of Monash Street, Allenby Street, Haig Street, and Ryrie Street, and parts of High Street, and Bridges Street shown on plan No. 10777 deposited in the Land Titles Office Sydney and the extinguishment of the rights (if any) therein of the public and purchasers of any lots shown on that plan;

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(d) the extinguishment of the subdivisions shown on the said deposited Plans Nos. 13659 and 10777 and on Plan No. 312 registered in the Registrar-General's Office, Sydney, so far as within the lands described in the First Schedule hereto and so that a reference in any Memorandum of Transfer under the Real Property Act, 1900, or other assurance of any land comprised in any of such plans to the land comprised in the said deposited Plan No. 13659 or to the land comprised in the said deposited Plan No. 10777 or to the land comprised in the said registered Plan No. 312 shall thenceforth be read as a reference to such plan as so reduced.

36. In this Agreement unless the context otherwise requires the expression "Auditor-General" shall include the person acting as such for the time being and the expression "month" shall mean calendar month and the singular includes the plural and vice versa.

37. Without prejudice to the rights of the Minister under Clause 6 (a) the Minister hereby agrees that if, after the date of commencement of this Agreement the Company in writing require him so to do he will, in so far as he may lawfully do so (but at the risk and cost of the Company) give notice of termination of any of the leases or tenancies referred to in the Second Schedule hereto as so required by the Company.

FIRST SCHEDULE TO AGREEMENT.

FIRST PART.

All that piece or parcel of land situate in the Shire of Central Illawarra, Parish of Wollongong, County of Camden, and State of New South Wales, being part of the land comprised in Certificate of Title registered Volume 3641 Folio 89, and part of Portion 50 (of Parish) and being also part of the area of about 1,470 acres resumed for the construction of a Deepwater Harbour at Port Kembla and the extension of the Northern Breakwater at Port Kembla by Notification in Gazette of 17th December, 1913.

Commencing on the north-western side of Springhill Road at the north-eastern corner of Lot 10, Section 2, Deposited Plan 13659, and bounded thence on the south-east by that side of that road being lines successively bearing 194 degrees 52 minutes 20 seconds 533 feet 2½ inches and 196 degrees 55 minutes 50 seconds 13 feet 3½ inches; on the south-west by a line along the south-western boundary of Lots 17, 24 and 37 of the said Section 2 bearing 286 degrees 5 minutes 15 seconds 605 feet 2¾ inches; on the north-west by a south-eastern boundary of the Wollongong-Kembla Railway land vested in the Railway Commissioners of New South Wales by the Wollongong to Port Kembla Railway Transfer Act, No. 24, 1922, being lines successively bearing 17 degrees 50 minutes 28 seconds 138 feet 8¼ inches, 19 degrees 9 minutes 7 seconds 58 feet 0¾ inch, 20 degrees 44 minutes 66 feet, 22 degrees 37 minutes 57 feet 10¾ inches, 25 degrees 25 minutes

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minutes 10 seconds 57 feet 10 $\frac{3}{4}$ inches, 27 degrees 48 minutes 50 seconds, 41 feet 7 $\frac{1}{4}$ inches, 29 degrees 53 minutes 20 seconds 49 feet 3 $\frac{3}{8}$ inches and 32 degrees 46 minutes 70 feet 0 $\frac{3}{8}$ inch to a north-eastern boundary of the land comprised in the aforesaid deposited plan 13659; and on the north-east by that boundary bearing 99 degrees 9 minutes 30 seconds 527 feet 10 $\frac{3}{8}$ inches to the point of commencement—and having an area of 7 acres 1 rood 35 perches or thereabouts. Note.—Bearings are to Trigonometrical Meridian.

SECOND PART.

All that piece or parcel of land situate as aforesaid, partly comprised in Certificate of Title registered volume 3641, folio 89; part of portions 6, 24, 50 and 52 (of Parish), part of the bed of Allan's Creek and being also part of the area of about 1,470 acres resumed for the construction of a Deepwater Harbour at Port Kembla and the extension of the Northern Breakwater at Port Kembla by notification in Gazette of 17th December, 1913: Commencing on the south-eastern boundary of the South Coast Railway land at the northernmost north-western corner of the land comprised in deposited plan 13659; and bounded thence on the north-east by a north-eastern boundary of the land comprised in that deposited plan bearing 100 degrees 20 minutes 45 seconds 396 feet 8 $\frac{3}{8}$ inches to a north-western boundary of the Wollongong-Kembla Railway land vested in the Railway Commissioners of New South Wales by the "Wollongong to Port Kembla Railway Transfer Act, No. 24, 1922"; on the south-east by that boundary being lines bearing successively 209 degrees 36 minutes 6 feet 5 $\frac{3}{8}$ inches, 209 degrees 25 minutes 14 seconds 92 feet 11 $\frac{3}{8}$ inches, 206 degrees 45 minutes 37 seconds 67 feet 9 $\frac{1}{8}$ inches, 203 degrees 28 minutes 41 seconds 51 feet 0 $\frac{3}{8}$ inch, 201 degrees 39 minutes 5 seconds 76 feet 4 inches, 198 degrees 58 minutes 9 seconds 76 feet 2 $\frac{3}{8}$ inches, 198 degrees 15 minutes 10 seconds 101 feet 7 inches, 198 degrees 2 seconds 101 feet 9 inches and 197 degrees 44 minutes 40 seconds 788 feet 8 $\frac{1}{4}$ inches; again on the south-east by a line and a north-western side of Springhill-road bearing 230 degrees 51 minutes 25 seconds 357 feet 8 $\frac{3}{8}$ inches; again on the south-east by the north-western side of Springhill-road being lines successively bearing 235 degrees 19 minutes 55 seconds 211 feet 2 inches, 239 degrees 17 minutes 25 seconds 520 feet 1 $\frac{1}{4}$ inches, 228 degrees 19 minutes 25 seconds 148 feet 2 $\frac{1}{2}$ inches, 190 degrees 39 minutes 25 seconds 416 feet 9 $\frac{1}{8}$ inches, 191 degrees 8 minutes 10 seconds 1,597 feet 2 $\frac{3}{8}$ inches; 191 degrees 26 minutes 25 seconds 803 feet 4 $\frac{1}{2}$ inches, 190 degrees 59 minutes 10 seconds 267 feet 7 $\frac{1}{2}$ inches, 190 degrees 42 minutes 45 seconds 608 feet 1 $\frac{3}{8}$ inches, 190 degrees 16 minutes 10 seconds 578 feet 10 $\frac{1}{2}$ inches, 183 degrees 2 minutes 25 seconds 211 feet 8 $\frac{3}{8}$ inches, 192 degrees 34 minutes 40 seconds 342 feet 0 $\frac{1}{2}$ inch and 190 degrees 15 minutes 25 seconds 682 feet 10 $\frac{1}{4}$ inches; generally on the south-west by part of the generally south-western boundary of the aforesaid area of about 1,470 acres resumed by notification in Gazette of 17th December, 1913, being fenced lines successively bearing 309 degrees 50 minutes 50 seconds 576 feet, 309 degrees 41 minutes 20 seconds 1,905 feet 2 $\frac{3}{8}$ inches, 309 degrees 31 minutes 55 seconds 105 feet

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feet 9 inches, 309 degrees 25 minutes 20 seconds 123 feet 8 $\frac{3}{4}$ inches, 305 degrees 42 minutes 50 seconds 82 feet 4 $\frac{1}{2}$ inches, 304 degrees 6 minutes 20 seconds 95 feet 5 $\frac{1}{2}$ inches, 304 degrees 16 minutes 30 seconds 65 feet 10 $\frac{3}{4}$ inches, 303 degrees 19 minutes 20 seconds 467 feet 2 $\frac{1}{2}$ inches, 304 degrees 56 minutes 45 seconds 355 feet 8 $\frac{1}{2}$ inches, 301 degrees 51 minutes 20 seconds 159 feet 3 $\frac{1}{2}$ inches, 306 degrees 53 minutes 48 feet 8 inches, 309 degrees 58 minutes 20 seconds 42 feet 8 inches, 312 degrees 35 minutes 20 seconds 55 feet 10 $\frac{1}{2}$ inches, 315 degrees 2 minutes 35 seconds 119 feet 3 $\frac{1}{2}$ inches, 319 degrees 4 minutes 35 seconds 83 feet 7 inches, 323 degrees 43 minutes 20 seconds 59 feet 2 $\frac{1}{2}$ inches, 324 degrees 6 minutes 30 seconds 1,219 feet 1 $\frac{1}{2}$ inches, 323 degrees 59 minutes 45 seconds 325 feet 0 $\frac{1}{2}$ inch and 323 degrees 52 minutes 40 seconds 223 feet 2 $\frac{1}{2}$ inches, a line passing through a shed bearing 329 degrees 41 minutes 5 seconds 59 feet 10 $\frac{1}{2}$ inches, a fenced line bearing 325 degrees 1 minute 20 seconds 146 feet 1 $\frac{3}{4}$ inches, lines successively bearing 321 degrees 40 minutes 25 seconds 140 feet 9 inches, 59 degrees 11 minutes 40 seconds 66 feet, a partly fenced line bearing 325 degrees 39 minutes 40 seconds 452 feet 10 $\frac{3}{4}$ inches, fenced lines successively bearing 332 degrees 3 minutes 20 seconds 32 feet 5 inches, 345 degrees 38 minutes 20 seconds 38 feet 3 $\frac{1}{2}$ inches, 354 degrees 49 minutes 50 seconds 61 feet 1 $\frac{1}{2}$ inches, 359 degrees 40 minutes 51 feet 10 inches, 5 degrees 5 minutes 20 seconds 51 feet 10 $\frac{1}{4}$ inches and 10 degrees 25 minutes 20 seconds 52 feet 11 $\frac{3}{4}$ inches and lines along line of old fence successively bearing 13 degrees 8 minutes 20 seconds 51 feet 10 $\frac{1}{4}$ inches, 14 degrees 51 minutes 20 seconds 51 feet 8 inches, 19 degrees 57 minutes 40 seconds 56 feet 6 inches and 27 degrees 20 seconds 87 feet 8 $\frac{1}{2}$ inches to the south-eastern boundary of the aforesaid South Coast Railway land; and on the north-west by that boundary of that Railway land being lines successively bearing 65 degrees 38 minutes 45 seconds 1,317 feet 5 $\frac{3}{8}$ inches, 65 degrees 33 minutes 1,873 feet 0 $\frac{3}{4}$ inch, 65 degrees 36 minutes 40 seconds 127 feet 8 $\frac{1}{2}$ inches, 65 degrees 51 minutes 25 seconds 166 feet 5 $\frac{1}{4}$ inches, 68 degrees 3 minutes 10 seconds 100 feet 6 $\frac{3}{4}$ inches, 69 degrees 31 minutes 30 seconds 100 feet 9 inches, 71 degrees 15 minutes 15 seconds 174 feet 8 $\frac{1}{2}$ inches, 73 degrees 50 minutes 72 feet 7 $\frac{3}{8}$ inches, 75 degrees 25 minutes 100 feet 2 $\frac{3}{8}$ inches, 76 degrees 22 minutes 30 seconds 100 feet 6 inches, 78 degrees 42 minutes 131 feet 10 $\frac{1}{2}$ inches, 80 degrees 4 minutes 40 seconds 99 feet 4 $\frac{1}{8}$ inches, 81 degrees 54 minutes 67 feet 1 $\frac{7}{8}$ inches, 82 degrees 28 minutes 10 seconds 405 feet 11 $\frac{1}{2}$ inches, 82 degrees 35 minutes 30 seconds 357 feet 5 $\frac{5}{8}$ inches, 82 degrees 38 minutes 486 feet 5 $\frac{3}{8}$ inches, 82 degrees 37 minutes 20 seconds 360 feet 7 $\frac{1}{2}$ inches, 82 degrees 34 minutes 401 feet 0 $\frac{3}{4}$ inch, a curved line being 184 feet 7 inches of an arc of a circle having a radius of 4,258 feet 8 $\frac{5}{8}$ inches the centre lying towards the north-west of the chord bearing 81 degrees 13 minutes 40 seconds for a distance of 184 feet 6 $\frac{3}{4}$ inches and lines successively bearing 79 degrees 8 minutes 25 seconds 61 feet 8 $\frac{3}{4}$ inches, 78 degrees 10 minutes 40 seconds 72 feet 3 inches, 77 degrees 46 minutes 21 seconds 63 feet 3 $\frac{3}{8}$ inches, 76 degrees 17 minutes 62 feet 0 $\frac{1}{2}$ inch, 75 degrees 24 minutes 31 seconds 67 feet 3 $\frac{3}{8}$ inches, 74 degrees 10 minutes 10 seconds 99 feet 3 inches, 72 degrees

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degrees 13 minutes 127 feet $3\frac{1}{4}$ inches, 71 degrees 12 minutes 16 seconds 35 feet $7\frac{1}{4}$ inches and 70 degrees 31 minutes 25 feet $6\frac{1}{4}$ inches to the point of commencement—and having an area of 621 acres $13\frac{1}{4}$ perches or thereabouts. Note.—Bearings are to Trigonometrical Meridian.

THIRD PART.

All that piece or parcel of land situate as aforesaid being part of Portions 50, 52 and 53 (of Parish) and including part of the bed of Allan's Creek, and being also part of the area of about 1,470 acres resumed for the construction of a Deepwater Harbour at Port Kembla and the extension of the Northern Breakwater at Port Kembla by Notification in Gazette of 17th December, 1913, and part of the area of 13 acres 1 rood 7.3 perches resumed by Notification in Gazette of 9th January, 1907, for the construction of a Deepwater Harbour at Port Kembla: Commencing on the generally south-western boundary of the area of about 1,470 acres resumed as aforesaid at its intersection with the south-eastern side of Springhill Road; and bounded thence on the north-west by that side of that road being lines successively bearing 10 degrees 15 minutes 25 seconds 719 feet $2\frac{1}{2}$ inches, 12 degrees 34 minutes 40 seconds 346 feet $2\frac{1}{2}$ inches, 3 degrees 2 minutes 25 seconds 213 feet $0\frac{1}{4}$ inch, 10 degrees 16 minutes 10 seconds 574 feet $5\frac{1}{2}$ inches, 10 degrees 42 minutes 45 seconds 607 feet $8\frac{3}{4}$ inches, 10 degrees 59 minutes 10 seconds 267 feet $2\frac{3}{4}$ inches, 11 degrees 26 minutes 25 seconds 803 feet $3\frac{1}{2}$ inches, 11 degrees 8 minutes 10 seconds 1,597 feet $7\frac{1}{4}$ inches, 10 degrees 39 minutes 25 seconds 394 feet $7\frac{1}{2}$ inches, 48 degrees 19 minutes 25 seconds 119 feet $4\frac{1}{2}$ inches, 59 degrees 17 minutes 25 seconds 516 feet $0\frac{1}{2}$ inch, 55 degrees 19 minutes 55 seconds 216 feet $0\frac{1}{4}$ inch and 50 degrees 51 minutes 25 seconds 259 feet 1 inch; on the south-east and north-east by north-western and south-western boundaries of the Wollongong-Kembla Railway land vested in the Railway Commissioners of New South Wales by the Wollongong to Port Kembla Railway Transfer Act No. 24, 1922, being lines successively bearing 197 degrees 46 minutes 2,263 feet 9 inches, 197 degrees 32 minutes 40 seconds 113 feet $2\frac{3}{4}$ inches, 196 degrees 22 minutes 10 seconds 102 feet $4\frac{3}{4}$ inches, 193 degrees 41 minutes 10 seconds 104 feet $6\frac{1}{2}$ inches, 189 degrees 5 minutes 20 seconds 105 feet $3\frac{1}{2}$ inches, 185 degrees 2 minutes 104 feet 9 inches, 180 degrees 37 minutes 20 seconds 104 feet $3\frac{3}{4}$ inches, 176 degrees 15 minutes 30 seconds 104 feet $7\frac{1}{4}$ inches, 174 degrees 23 minutes 50 seconds 130 feet $11\frac{3}{4}$ inches, 173 degrees 40 minutes 3,494 feet 1 inch, 172 degrees 51 minutes 50 seconds 202 feet $4\frac{3}{4}$ inches, 169 degrees 10 minutes 40 seconds 154 feet $2\frac{3}{4}$ inches, 165 degrees 19 minutes 40 seconds 154 feet $5\frac{3}{8}$ inches, 161 degrees 13 minutes 10 seconds 149 feet $8\frac{1}{2}$ inches and 156 degrees 26 minutes 40 seconds 94 feet $6\frac{1}{4}$ inches; on the south-west by lines successively bearing 300 degrees 48 minutes 50 seconds 441 feet $5\frac{1}{8}$ inches, 300 degrees 24 minutes 40 seconds 114 feet $2\frac{3}{4}$ inches and 299 degrees 2 minutes 138 feet $6\frac{3}{8}$ inches; again on the south-west by part of the generally south-western boundary of the area of about 1,470 acres resumed by notification in Gazette of 17th December, 1913, being fenced lines successively bearing 299 degrees 7 minutes 35 seconds 134 feet $3\frac{1}{2}$ inches,

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304 degrees 19 minutes 30 seconds 83 feet 0½ inch, 305 degrees 49 minutes 10 seconds 122 feet 11½ inches, 306 degrees 46 minutes 291 feet 3 inches, 306 degrees 12 minutes 317 feet 6½ inches, 306 degrees 21 minutes 40 seconds 78 feet 6¾ inches, 307 degrees 37 minutes 20 seconds 67 feet 6¼ inches, 308 degrees 22 minutes 50 seconds 95 feet 0¼ inch and 309 degrees 20 minutes 20 seconds 187 feet 7 inches to the point of commencement—and having an area of 129 acres 3 roods 30 perches or thereabouts. Note.—Bearings are to Trigonometrical Meridian.

FOURTH PART.

All that piece or parcel of land situated partly in the Municipality of Wollongong and partly in the Shire of Central Illawarra, Parish of Wollongong, County of Camden and State of New South Wales, including part of Portions 50, 53 and 67, and part of the bed of Tom Thumb's Lagoon and part of the bed of Allan's Creek and being also part of the area of about 1,470 acres resumed for the construction of a Deepwater Harbour at Port Kembla and the extension of the Northern Breakwater at Port Kembla by Notification in Gazette of 17th December, 1913, and partly included in Certificate of Title registered Volume 3154, Folio 13, and in the area of 496 acres 2 roods resumed for the construction of a Deepwater Harbour at Port Kembla by notification in Gazette of 1st September, 1900, and partly included in the area of 80 acres 0 rood 38 perches resumed for the construction of a Deepwater Harbour at Port Kembla by notification in Gazette of 10th August, 1910, and in the area of 13 acres 1 rood 7.3 perches resumed for the construction of a Deepwater Harbour at Port Kembla by notification in Gazette of 9th January, 1907, and in the area appropriated for purposes incidental to carrying out and constructing the Public Works authorised by the Port Kembla Harbour Act, 1898, and the Port Kembla (Northern Breakwater) Act, 1912, respectively, by notification in Gazette of 13th March, 1936: Commencing on the southern boundary of Portion 51 (of Parish) at its intersection with the south-eastern side of Springhill Road and bounded thence on the north by part of that boundary bearing 98 degrees 4 minutes 930 feet to the northernmost north-eastern corner of the area of about 1,470 acres resumed as aforesaid; on the north-east by a line bearing 103 degrees 33 minutes 40 seconds 841 feet 3¾ inches; generally on the north-east by a line bearing 192 degrees 58 minutes 30 seconds 2,713 feet 7½ inches, a curved line being 2,964 feet 4¾ inches of the arc of a circle having a radius of 2,830 feet the centre lying towards the north-east of the chord which bears 162 degrees 58 minutes for a distance of 2,830 feet 8¾ inches, a line bearing 132 degrees 57 minutes 30 seconds 2,701 feet 8¾ inches and a curved line being 131 feet 7¾ inches of the arc of a circle having a radius of 700 feet the centre lying towards the north-east of the chord which bears 127 degrees 34 minutes 15 seconds for a distance of 131 feet 5¾ inches to the western side of a road 66 feet wide; on the east by that side of that road being lines successively bearing 171 degrees 14 minutes 30 seconds 541 feet 1¼ inches and 175 degrees 45 minutes 20 seconds 778 feet 10¾ inches; on the south-east by a line along the south-eastern side of Monash Street shown on the deposited plan No. 10777 at the

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Land Titles Office, Sydney, bearing 232 degrees 41 minutes 20 seconds 3,000 feet $4\frac{1}{2}$ inches to the generally north-eastern boundary of the Wollongong-Kembla Railway land vested in the Railway Commissioners of New South Wales by the Wollongong to Port Kembla Railway Transfer Act, No. 24, 1922; generally on the south-west by that boundary being lines successively bearing 275 degrees 22 minutes 20 seconds 177 feet $4\frac{3}{4}$ inches, 275 degrees 56 minutes 66 feet $4\frac{1}{2}$ inches, 277 degrees 29 minutes 66 feet 7 inches, 279 degrees 14 minutes 66 feet $6\frac{1}{2}$ inches, 280 degrees 35 minutes 66 feet $9\frac{1}{2}$ inches, 283 degrees 45 minutes 66 feet $10\frac{3}{8}$ inches, 285 degrees 40 minutes 124 feet $8\frac{3}{8}$ inches, 286 degrees 23 minutes 3 seconds 81 feet $10\frac{3}{8}$ inches, 288 degrees 54 minutes 40 seconds 110 feet $11\frac{3}{8}$ inches 291 degrees 14 minutes 10 seconds 114 feet $4\frac{1}{2}$ inches, 294 degrees 47 minutes 20 seconds 110 feet 3 inches, 300 degrees 16 minutes 50 seconds 110 feet $2\frac{1}{2}$ inches, 304 degrees 55 minutes 107 feet $1\frac{1}{2}$ inches, 306 degrees 10 minutes 30 seconds 108 feet $7\frac{3}{8}$ inches, 309 degrees 34 minutes 20 seconds 110 feet $8\frac{3}{8}$ inches, 312 degrees 16 minutes 50 seconds 120 feet $9\frac{3}{8}$ inches, 312 degrees 44 minutes 50 seconds 1,513 feet $7\frac{3}{8}$ inches, 320 degrees 6 minutes 138 feet $8\frac{3}{8}$ inches, 321 degrees 58 minutes 136 feet $8\frac{3}{8}$ inches, 319 degrees 8 minutes 20 seconds 145 feet 6 inches, 323 degrees 27 minutes 30 seconds 144 feet $7\frac{3}{8}$ inches, 327 degrees 49 minutes 40 seconds 144 feet $8\frac{3}{8}$ inches, 332 degrees 5 minutes 20 seconds 145 feet $4\frac{1}{2}$ inches, 336 degrees 26 minutes 40 seconds 150 feet $8\frac{3}{8}$ inches, 341 degrees 13 minutes 10 seconds 139 feet $5\frac{3}{8}$ inches, 345 degrees 19 minutes 40 seconds 145 feet $3\frac{3}{8}$ inches, 349 degrees 10 minutes 40 seconds 145 feet $6\frac{3}{8}$ inches, 352 degrees 51 minutes 50 seconds 197 feet $2\frac{3}{8}$ inches, 353 degrees 40 minutes 3,492 feet $3\frac{3}{8}$ inches, 354 degrees 23 minutes 50 seconds 128 feet, 356 degrees 15 minutes 30 seconds 97 feet $5\frac{1}{2}$ inches, 37 minutes 20 seconds 94 feet 2 inches, 5 degrees 2 minutes 95 feet, 9 degrees 5 minutes 20 seconds 95 feet $3\frac{3}{8}$ inches, 13 degrees 41 minutes 10 seconds 96 feet $1\frac{1}{2}$ inches, 16 degrees 22 minutes 10 seconds 97 feet $11\frac{1}{2}$ inches, 17 degrees 32 minutes 40 seconds 116 feet $7\frac{1}{2}$ inches and 17 degrees 46 minutes 2,438 feet $11\frac{1}{2}$ inches, and generally on the north-west by the generally south-eastern side of Springhill Road being lines successively bearing 48 degrees 26 minutes 30 seconds 201 feet 2 inches 99 degrees 41 minutes 30 seconds 280 feet 9 inches, 77 degrees 44 minutes 20 seconds 316 feet $0\frac{1}{2}$ inch, 39 degrees 40 minutes 59 feet $3\frac{3}{8}$ inches, 16 degrees 55 minutes 50 seconds 393 feet $8\frac{3}{8}$ inches and 14 degrees 52 minutes 20 seconds 590 feet $11\frac{3}{8}$ inches to the point of commencement—and having an area of 838 acres 1 rood 12 perches or thereabouts. Note.—Bearings are to Trigonometrical Meridian.

FIFTH PART.

All that piece or parcel of land situate in the Shire of Central Illawarra, Parish of Wollongong, County of Camden and State of New South Wales, being part of Portion 53 (of Parish) and also part of the area of 496 acres 2 roods resumed for the construction of a Deepwater Harbour at Port Kembla by notification in Gazette of 1st September, 1900: Commencing on the eastern side of Kembla Road

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at a point bearing 30 degrees 1 minute 50 seconds and distant 117 feet 2½ inches from the intersection of the western side of that road with the north-western side of Flinders-street; and bounded thence on the west by the eastern side of Kembla Road aforesaid being lines successively bearing 355 degrees 45 minutes 20 seconds 863 feet 8 inches and 351 degrees 14 minutes 30 seconds 492 feet 11½ inches; generally on the north by a curved line being 625 feet 3½ inches of the arc of a circle having a radius of 700 feet the centre lying towards the north of the chord which bears 89 degrees 46 minutes 25 seconds for a distance of 604 feet 8½ inches and a curved line being 379 feet 0¼ inch of the arc of a circle having a radius of 400 feet the centre lying towards the south of the chord which bears 91 degrees 19 minutes 50 seconds for a distance of 365 feet 0¼ inch; on the south-east by a line bearing 190 degrees 36 minutes 45 seconds 645 feet 10½ inches, a curved line being 372 feet 8 inches of the arc of a circle having a radius of 508 feet the centre lying towards the north-west of the chord which bears 211 degrees 37 minutes 45 seconds for a distance of 364 feet 4½ inches and a line bearing 232 degrees 38 minutes 45 seconds 654 feet 10½ inches to the point of commencement—and having an area of 19 acres 2 roods 29 perches or thereabouts. Note.—Bearings are to Trigonometrical Meridian.

SIXTH PART.

All that piece or parcel of land situate as aforesaid, being part of Portion 53 (of Parish) and also part of the area of 496 acres 2 roods resumed for the construction of a Deepwater Harbour at Port Kembla by notification in Gazette of 1st September, 1900: Commencing on the eastern side of Kembla Road at a point bearing 49 degrees 7 minutes and distant 82 feet 3½ inches from the intersection of the western side of that road with the north-western side of Flinders-street: and bounded thence on the north-west by a line bearing 52 degrees 38 minutes 45 seconds 680 feet 11½ inches and a curved line being 237 feet 2½ inches of the arc of a circle having a radius of 548 feet the centre lying towards the north-west of the chord which bears 40 degrees 14 minutes 40 seconds for a distance of 235 feet 4½ inches; on the north-east by a curved line being 244 feet 3¼ inches of the arc of a circle having a radius of 863 feet 1 inch the centre lying towards the east of the chord which bears 171 degrees 39 minutes 45 seconds for a distance of 243 feet 5¾ inches and a line bearing 163 degrees 33 minutes 15 seconds 485 feet 11½ inches; on the south by a line bearing 273 degrees 43 minutes 843 feet 1 inch to the north-eastern side of the aforesaid Kembla Road; and on the south-west and west by that side of that road and the aforesaid eastern side of that road bearing 322 degrees 41 minutes 20 seconds 37 feet 8½ inches and 355 degrees 45 minutes 20 seconds 29 feet 6 inches respectively to the point of commencement—and having an area of 6 acres 2 roods 32½ perches or thereabouts. Note.—Bearings are to Trigonometrical Meridian.

SEVENTH PART.

All that piece or parcel of land situate as aforesaid, being partly within Portion 53 (of Parish) and being partly included in the area of
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of 496 acres 2 roods resumed for the construction of a Deepwater Harbour at Port Kembla by notification in Gazette of 1st September, 1900, and partly included in the area of about 360 acres appropriated for the construction of a Breakwater and an extension thereof at Port Kembla by notification in Gazette of 16th February 1923: Commencing on the high-water mark on the outer face of the sea wall of Port Kembla Harbour at a point bearing 93 degrees 42 minutes 40 seconds and distant 1,296 feet 6 inches from the intersection of the western side of Kembla Road with the north-western side of Flinders Street; and bounded thence on the south by a line bearing 273 degrees 43 minutes 323 feet 5 inches; generally on the west by a line bearing 343 degrees 33 minutes 15 seconds 500 feet 8 inches, a curved line being 388 feet $8\frac{1}{2}$ inches of the arc of a circle having a radius of 823 feet 1 inch the centre lying towards the east of the chord which bears 357 degrees 5 minutes for a distance of 385 feet $1\frac{1}{4}$ inches and a line bearing 10 degrees 36 minutes 45 seconds 631 feet $11\frac{1}{2}$ inches; on the north-east by a line bearing 120 degrees 30 seconds 150 feet 9 inches to the high-water mark on the outer face of the sea wall of Port Kembla Harbour aforesaid; and generally on the east by that high-water mark along that face of such sea wall generally southerly to the point of commencement—and having an area of 9 acres 2 roods 16 perches or thereabouts. Note.—Bearings are to Trigonometrical Meridian.

EIGHTH PART.

All that piece or parcel of land situate as aforesaid, being part of Portion 52 (of Parish) and being also part of the area of 40 acres 0 rood $2\frac{1}{4}$ perches resumed for the construction of a Breakwater and an extension thereof at Port Kembla by notification in Gazette of 14th January 1927: Commencing on the north-eastern side of Five Islands Road at the westernmost corner of the area of 2 acres 0 rood $17\frac{3}{4}$ perches resumed for the construction of a Breakwater and an extension thereof at Port Kembla by notification in Gazette of 22nd May 1925; and bounded thence on the south-west by that side of that road being lines successively bearing 319 degrees 1 minute 10 seconds 358 feet $11\frac{3}{8}$ inches, 315 degrees 13 minutes 149 feet $4\frac{1}{2}$ inches, 312 degrees 44 minutes 30 seconds 312 feet $8\frac{3}{8}$ inches, 313 degrees 14 minutes 30 seconds 475 feet $9\frac{3}{8}$ inches and 314 degrees 13 minutes 197 feet $3\frac{1}{2}$ inches; on the north-east by a south-western boundary of the area of 3 acres $18\frac{1}{4}$ perches comprised in Deed registered in the Registrar-General's Office Sydney Book 1615 Number 902 bearing 119 degrees 36 minutes 1,837 feet $4\frac{1}{2}$ inches; and on the south-east by part of the north-western boundary of the said area of 2 acres 0 rood $17\frac{3}{4}$ perches resumed as aforesaid being 565 feet $3\frac{1}{2}$ inches of the arc of a circle having a radius of 1,040 feet the centre lying towards the south-east of the chord which bears 254 degrees 57 minutes 35 seconds for a distance of 558 feet $3\frac{1}{2}$ inches to the point of commencement—and having an area of 7 acres 1 rood 39 perches or thereabouts. Note.—Bearings are to Magnetic Meridian.

NINTH

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NINTH PART.

All that piece or parcel of land situate as aforesaid being part of Portion 52 (of Parish) and being also part of the area of 40 acres 0 rood 2½ perches resumed for the construction of a Breakwater and an extension thereof at Port Kembla by notification in Gazette of 14th January, 1927: Commencing at the intersection of the northern side of Five Islands Road with the western side of Springhill Road; and bounded thence on the south and south-west by that side of Five Islands Road and the north-eastern side of that road being lines successively bearing 270 degrees 6 minutes 30 seconds 330 feet 6½ inches, 286 degrees 46 minutes 41 feet 11¼ inches, 290 degrees 33 minutes 21 feet 4¾ inches, 294 degrees 27 minutes 40 seconds 25 feet 7¼ inches, 302 degrees 47 minutes 21 feet 11½ inches, 316 degrees 26 minutes 30 seconds 26 feet 4½ inches, 318 degrees 55 minutes 40 seconds 273 feet 0¾ inch, 318 degrees 55 minutes 50 seconds 199 feet 6¾ inches and 319 degrees 29 minutes 30 seconds 601 feet 3½ inches on the north-west by part of the south-eastern boundary of the area of 2 acres 0 rood 17¾ perches resumed for the construction of a Breakwater and an extension thereof at Port Kembla by notification in Gazette of 22nd May, 1925, being 727 feet 4 inches of the arc of a circle having a radius of 940 feet the centre lying towards the south-east of the chord which bears 82 degrees 40 minutes 20 seconds for a distance of 709 feet 4 inches; on the north-east by the south-western boundary of the area of 1 rood 25½ perches comprised in deed registered in the Registrar-General's Office Sydney Book 1615 Number 902 bearing 119 degrees 36 minutes 520 feet 10½ inches: and on the east by the western side of Springhill Road aforesaid bearing 180 degrees 8 minutes 709 feet 1¼ inches to the point of commencement—and having an area of 16 acres 2 roods 38¾ perches or thereabouts. Note.—Bearings are to Magnetic Meridian.

TENTH PART.

All that piece or parcel of land situated as aforesaid being part of Portion 52 (of Parish) and also part of the area of 40 acres 0 rood 2½ perches resumed for the construction of a Breakwater and an extension thereof at Port Kembla by notification in Gazette of 14th January, 1927: Commencing at the intersection of the northern side of Five Islands Road with the eastern side of Springhill Road; and bounded thence on the west by that side of Springhill Road bearing 8 minutes 671 feet 9¾ inches; on the north-east by part of the south-western boundary of the area of 2 acres 3 roods 2¾ perches comprised in Deed registered in the Registrar-General's Office Sydney Book 1615 Number 902 bearing 119 degrees 36 minutes 879 feet 5 inches; on the east by the western boundary of Lot 15 shown on Plan No. 312 registered in the Registrar-General's Office Sydney bearing 180 degrees 6 minutes 30 seconds 238 feet 11 inches and on the south by the northern side of Five Islands Road aforesaid being lines successively bearing 270 degrees 25 minutes 21 feet 7 inches and 270 degrees 6 minutes 30 seconds 744 feet 3½ inches to the point of commencement—and having an area of 8 acres 0½ perch or thereabouts. Note.—Bearings are to Magnetic Meridian.

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THE SECOND SCHEDULE TO AGREEMENT.

Tenant or Lessee.	Date of Lease or Tenancy, etc.	Land.
Joseph Cassar ...	23rd May, 1933, regd. C. 182715 L.T.O. for 5 years from 1st August 1932.	Lots 45 to 53 and part Lots 44 and 59 of Section 1 D.P. 13659.
David Roberts ...	15th February, 1933, regd. C. 182717 L.T.O. for 5 years from 1st August, 1932.	Lots 37 to 43, Lots 60 to 66, and parts Lots 44 and 59 Section 1 D.P. 13659.
Evan A. J. Steel Wilson.	16th March, 1933, regd. C. 249604 L.T.O for 5 years from 1st January, 1932.	Lots 1 to 36 Section 1 and Carleton Street and part Darley Street, D.P. 13659.
	<p>Note.—The Minister and the Lessee are taking steps for the surrender of this lease and the grant of a monthly tenancy on terms and conditions to be agreed upon between them except that the agreements by the Lessee for building and improvements will not be included and this action will be proceeded with and will be binding upon the Company.</p>	
Arthur W. Piper...	30th April, 1936, unregd. Memo. monthly rent from 27th April, 1936.	About 7 acres 2 roods 29 perches part of "Rosemont" Sub-division.
Mrs S. Duncan ..	Believed to be tenant holding over upon expiry of Lease dated 5th September, 1929, by Decd for 3 years from 1st July, 1929, granted to Alfred W. Duncan.	About 315 acres Block 13 Port Kembla Resumed Lands of which 60 acres are said to have been withdrawn.

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THE SECOND SCHEDULE TO AGREEMENT—*continued.*

Tenant or Lessee,	Date of Lease or Tenancy, etc.	Land.
George Thomas ...	Tenant believed to be holding as monthly tenant after expiry of lease of 30th March, 1933, by deed for 3 years from 1st September, 1932, as varied by deed dated 12th June, 1935, reducing rental.	Blocks 4, 5, and 11 Port Kembla Resumed Lands about 193 acres 2 roods 30 perches.
Frank W. Cook ...	14th June, 1935, by deed for 3 years from 1st August, 1934.	Blocks 6, 12, 13, 14, 14A, 15 and 16, Port Kembla lands.
William McLean...	24th June, 1935, by deed for 3 years from 1st December, 1934.	Blocks 17 and part 20 and 24 Port Kembla lands about 154 acres 2 roods 21¼ perches.
Bertram H. Blunt	2nd May, 1935 by deed for 5 years from 1st January, 1935.	About 86½ acres Blocks 9 and 10 Port Kembla lands.
Lillian M. Maynes	13th June, 1935, by deed for 3 years from 29th November, 1934.	About 130 acres Blocks 7 and 8 Port Kembla.
Robert Jeffery ...	R.P. Act Memo. dated.....for 5 years from 1st January, 1935.	2 acres 1 rood 27¼ perches Lots 67 to 80 Section 1, D.P. 13659.

THE THIRD SCHEDULE TO AGREEMENT.

Electricity Transmission Line on road overhangs the land described in the Fourth Part of the First Schedule at the north-east boundary of that land.

A shed encroaches on the Southern Coal Company's property at the south boundary of the land described in the Second Part of the First Schedule.

Electricity Transmission Line on road overhangs the lands described in the Ninth and Tenth Parts of the First Schedule.

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The Postmaster-General's telephone line encroaches on the land described in the Ninth Part of the First Schedule.

In addition to the above encroachments the fencing in the case of the lands described in the First Schedule is not situated on the boundaries but some of this fencing is situated within the boundaries of such lands and other parts of such fencing is situated outside the boundaries of such land being on roads and other lands and no objection shall be taken by the Company to the position of any fencing and the Minister makes no representation to the Company of any interest in any fencing outside the boundaries of the lands described in the First Schedule.

In witness whereof the parties hereto have executed this Agreement the day and year first above written.

The Common Seal of Australian Iron } (L.S.)
& Steel Limited was hereunto duly } H. R. LYSAGHT,
affixed in the presence of— } CECIL H. HOSKINS.

The Official Seal of the Minister for } (L.S.)
Public Works the duly appointed }
constructing authority was here- } E. S. SPOONER.
unto affixed by the HONOURABLE }
ERIC SYDNEY SPOONER the said }
Minister and he signed the same }
in the presence of— }

H. M. SHAW.

“H”

EASEMENT FOR WATER PIPES.

New South Wales Memorandum of Transfer.

Real Property Act, 1900.

The Minister for Public Works for the State of New South Wales the Constructing Authority duly appointed under the Public Works Act, 1912 (herein called Transferor) being registered as Proprietor of an Estate in Fee Simple in the land hereinafter described subject however to such encumbrances liens and interests as are notified hereunder, in consideration of Ten Shillings, the receipt whereof is hereby acknowledged, paid to him by the Metropolitan Water Sewerage and Drainage Board a body corporate constituted under the Metropolitan Water Sewerage and Drainage Act, 1924-1930 (herein called Transferee) doth hereby transfer grant and confirm to the Transferee full and free right and liberty to the Transferee its successors and assigns at all times to use and maintain for the purpose of the passage or conveyance of water the lines of pipes at present constructed installed or laid upon and under all those pieces of land situated in the Parish of Wollongong County of Camden comprised in Certificate of Title registered Volume Folio delineated by red tint on the Plan annexed hereto and marked “A”
and

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and the fittings and appliances connected therewith and upon or in such lands and also for the purpose aforesaid to construct instal and lay use and maintain upon and under such lands any pipes in substitution for or in duplication of or in addition to the said lines of pipes and all necessary fittings and appliances in connection therewith and also from time to time to inspect the condition of and amend and repair the said lines of pipes fittings and appliances and the pipes fittings and appliances hereinbefore referred to and for the purposes aforesaid at all times to enter upon go return pass and repass through along and over the said lands with or without surveyors servants workmen or other persons horses carts waggons motors and other vehicles and to make all necessary excavations in or under the said lands.

Encumbrances, etc., referred to.

Signed this day of 1936.

This is the annexure marked "H" referred to in the annexed Agreement dated the 16th day of June, 1936, between Australian Iron & Steel Limited and the Minister for Public Works.

H. R. LYSAGHT. CECIL H. HOSKINS. E. S. SPOONER.

"J"

MAIN ELECTRICITY TRANSMISSION LINE.

Exception and Reservation to be included in the Assurance to the Company by the Minister.

Excepting and Reserving unto the Minister for Public Works of the State of New South Wales the Constructing Authority duly constituted under the Public Works Act, 1912 (hereinafter called the Transferor) and his successors and assigns full and free right and liberty for the Transferor his successors and assigns at all times hereafter to use and maintain for the purpose of the transmission of electrical energy the lines of structures, poles, cables, fittings, and wires at present constructed erected installed and laid in and upon all those pieces of land situated in the Parish of Wollongong County of Camden being part of the land comprised in Certificate of Title registered Volume Folio delineated by black hatching and black circles edging on the Plan annexed hereto and marked "C" and also for the purpose aforesaid to construct erect instal lay use and maintain in and upon the said lands any structures poles cables fittings or wires in substitution for or in duplication of or in addition to the said lines of structures poles cables fittings and wires and all necessary guys and appliances and also from time to time to inspect the condition of and amend and repair the said Transmission Lines and all structures poles cables wires guys fittings and appliances hereinbefore referred to and for the purposes aforesaid or any of them at all times to enter upon go return pass and repass through along and over the said lands with or without servants workmen and other persons horses carts waggons motors materials and any vehicles and appliances and to make all necessary excavations in or under the

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the said lands provided always and it is hereby agreed and declared that in the event of the Transferor his successors or assigns ceasing at any time hereafter to use the said Transmission Lines and structures poles cables wires guys fittings and appliances for the conveyance of electricity by him or them he or they may remove the same from the said lands and the Company for itself its successors and assigns of the said lands hereby covenants with the Transferor his successors and assigns of the said easement and rights that no building structure or work other than railway lines roads or underground pipes cables or other conduits shall be at any time erected or constructed upon the said lands unless the same shall be first approved of in writing by the Transferor his successors or assigns as aforesaid and it is hereby agreed and declared that—

- (a) the land to which the benefit of such covenant is intended to be appurtenant is the land shown by red colour on the plan annexed hereto marked "V";
- (b) the land which is to be subject to the burden of such covenant is the lands shown by black hatching and black circles edging on the said Plan marked "C";
- (c) such covenant may be released varied or modified by the Transferor his successors or assigns as aforesaid.

This is the annexure marked "J" referred to in the annexed Agreement dated the 16th day of June, 1936, between Australian Iron & Steel Limited and the Minister for Public Works.

H. R. LYSAGHT. CECIL H. HOSKINS. E. S. SPOONER.

"K"

OVERHANGING ELECTRICITY TRANSMISSION LINE.

Reservation in Favour of the Minister.

Reserving unto the Minister for Public Works (hereinafter called the Transferor) the duly appointed Constructing Authority under the Public Works Act 1912 his successors and assigns full and free right and liberty for the Transferor his successors and assigns at all times hereafter to use and maintain for the purpose of the transmission of electrical energy the line of structures poles wires and fittings at present erected and installed over All those pieces of land situated in the Parish of Wollongong County of Camden beings parts of the land comprised in Certificate of Title registered Volume Folio and delineated upon the Plan annexed hereto marked "E" by red tint and also for the purposes aforesaid to construct instal use and maintain over the said lands any structures poles wires and fittings in substitution for or in addition to the said line of structures poles wires and fittings and also from time to time to inspect the condition of and amend and repair the said Transmission Line and all structures poles wires and fittings hereinbefore referred to and for the purposes aforesaid or any of them at all times to enter upon go return pass and re-pass through along and over the said lands

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lands with or without servants workmen and other persons horses carts waggons motors and any vehicles materials and appliances provided always and it is hereby agreed and declared that in the event of the Transferor his successors or assigns ceasing at any time to use such Transmission Lines and structures poles wires and fittings for the conveyance of electricity by him or them the Transferor his successors or assigns may remove the same from the said lands.

This is the annexure marked "K" referred to in the annexed Agreement dated the 16th day of June, 1936, between Australian Iron & Steel Limited and the Minister for Public Works.

H. R. LYSAGHT. CECIL H. HOSKINS. E. S. SPOONER.

[

"L"

OVERHANGING ELECTRICITY TRANSMISSION LINE.

Reservation in Favour of the Minister.

Reserving unto the Minister for Public Works (hereinafter called Transferor) the duly appointed Constructing Authority under the Public Works Act 1912 his successors and assigns full and free right and liberty for the Transferor his successors and assigns at all times hereafter to use and maintain for the purpose of the transmission of electrical energy the line of structures poles wires and fittings at present erected and installed over All those pieces of land situated in the Parish of Wollongong County of Camden being parts of the land comprised in Certificate of Title registered Volume Folio and delineated upon the Plan annexed hereto marked "F" by red tint and also for the purposes aforesaid to construct instal use and maintain over the said lands any structures poles wires and fittings in substitution for or in addition to the said line of structures poles wires and fittings and also from time to time to inspect the condition of and amend and repair the said Transmission Line and all structures poles wires and fittings hereinbefore referred to and for the purposes aforesaid or any of them at all times to enter upon go return pass and re-pass through along and over the said lands with or without servants workmen and other persons horses carts waggons motors and any vehicles materials and appliances provided always and it is hereby agreed and declared that in the event of the Transferor his successors or assigns ceasing at any time to use such Transmission Lines and structures poles wires and fittings for the conveyance of electricity by him or them the Transferor his successors or assigns may remove the same from the said lands.

This is the annexure marked "L" referred to in the annexed Agreement dated the 16th day of June, 1936, between Australian Iron & Steel Limited and the Minister for Public Works.

H. R. LYSAGHT. CECIL H. HOSKINS. E. S. SPOONER.

"M"

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“M”

ELECTRICITY TRANSMISSION LINE AND LIGHTS.

Reservation in Favour of the Minister.

Reserving unto the Minister for Public Works (hereinafter called the Transferor) his successors and assigns full and free right and liberty for the Transferor his successors and assigns at all times hereafter to use and maintain for the purpose of the transmission of electrical energy and the making and exhibition of signal lights the lines of structures poles cables fittings wires and lights at present constructed erected installed used and laid upon All those pieces of land situated in the Parish of Wollongong County of Camden being parts of the land comprised in Certificate of Title registered Volume Folio delineated on the Plan annexed hereto marked “D” by red tint and also for the purpose aforesaid to construct erect instal lay use work and maintain in and upon the said lands any structures poles cables fittings wires and lights in substitution for or in duplication of or in addition to the said lines of structures poles cables fittings wires and lights and all necessary guys and appliances and also from time to time to inspect the condition of and amend and repair the said Transmission Lines and lights and all structures poles cables wires lights guys fittings and appliances hereinbefore referred to and for the purposes aforesaid or any of them at all times to enter upon go return pass and re-pass through along and over the said lands with or without servants workmen and other persons horses carts waggons motors and any vehicles materials and appliances and to make all necessary excavations in or under the said lands provided always and it is hereby agreed and declared that in the event of the Transferor his successors or assigns ceasing at any time to use the said Transmission Lines and structures poles cables wires lights guys fittings and appliances for the conveyance of electricity and the making or exhibition of lights by him or them the same may be removed by the Transferor his successors or assigns from the said lands.

This is the annexure marked “M” referred to in the annexed Agreement dated the 16th day of June, 1936, between Australian Iron & Steel Limited and the Minister for Public Works.

H. R. LYSAGHT. CECIL H. HOSKINS. E. S. SPOONER.

“N”

RAILWAY LINE.

Reservation in Favour of the Minister.

Reserving unto the Minister for Public Works the Constructing Authority duly constituted by the Public Works Act, 1912 (hereinafter called the Transferor) his successors and assigns full and free right and liberty to the Transferor his successors and assigns and his and their officers servants and workmen and all persons authorised by him or them with or without locomotive and other engines and all classes

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classes of vehicles at all times to enter go return pass and re-pass over and along and use the railway lines and sidings as now constructed upon All those pieces of land situated in the Parish of Wollongong County of Camden being part of the land comprised in Certificate of Title registered Volume Folio delineated by red tint upon the Plan annexed hereto marked "B" together with the right and liberty of passage of trains thereon at all times with full license power and authority for the Transferor his successors and assigns to use the said railway lines and sidings with all necessary rails cables water and other pipes wires signals equipment fittings and appliances in connection therewith and for the purposes aforesaid at all times to examine supervise repair re-lay renew maintain alter and vary such railway lines and sidings and the said rails cables pipes wires signals equipment fittings and appliances and to do all such other things as may be reasonably necessary in the premises Provided always and it is hereby agreed and declared that in the event of the Minister his successors or assigns ceasing to use such railway lines and sidings rails cables pipes wires, signals equipment fittings and appliances he or they may remove the same from the said lands.

This is the annexure marked "N" referred to in the Annexed Agreement dated the 16th day of June, 1936, between Australian Iron & Steel Limited and the Minister for Public Works.

H. R. LYSAGHT. CECIL H. HOSKINS. E. S. SPOONER.

"O"

TELEPHONE LINE.

Reservation in Favour of the Minister.

Reserving unto the Minister for Public Works the Constructing Authority duly constituted under the Public Works Act, 1912 (hereinafter called the Transferor) his successors and assigns full and free right and liberty for the Transferor his successors and assigns at all times hereafter to use and maintain for the purposes of a telephone line (including the operation thereof by means of electricity) the lines of structures poles cables fittings and wires at present constructed erected installed or laid in and upon All those pieces of land situated in the Parish of Wollongong County of Camden being part of the land comprised in Certificate of Title registered Volume Folio delineated by black hatching and blue colour on the Plan annexed hereto marked "C" and also for the purposes aforesaid to construct erect instal lay use and maintain in and upon the said lands any structures poles cables fittings and wires in substitution for or in duplication of or in addition to the said lines of structures poles cables fittings and wires and all necessary guys and appliances and also from time to time to inspect the condition of and amend and repair the said telephone lines and all structures poles cables wires guys fittings and appliances hereinbefore referred to and for the purposes aforesaid at all times to enter upon go return
pass

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pass and re-pass through along and over the said lands with or without surveyors servants workmen and other persons horses carts waggons motors and any vehicles and appliances and to make all necessary excavations in or under the said lands provided always and it is hereby agreed and declared that in the event of the Transferor his successors or assigns ceasing to use the said telephone lines and structures poles cables wires guys fittings and appliances hereinbefore referred to for the purposes of a telephone line he or they may remove the same from the said lands.

This annexure marked "O" referred to in the annexed Agreement dated the 16th day of June, 1936, between Australian Iron & Steel Limited and the Minister for Public Works.

H. R. LYSAGHT. CECIL H. HOSKINS. E. S. SPOONER.

"P"

The Company for itself its successors and assigns of the land shown by red tint on the plans annexed hereto marked "T" and "U" hereby covenants with the Minister for Public Works of the State of New South Wales the Constructing Authority duly constituted under the Public Works Act, 1912 (hereinafter called the Transferor) his successors and assigns of the easements and rights (being those to be granted to the Transferor his successors and assigns in accordance with Form "J" hereto) that no building structure or work other than railway lines or roads or underground pipes cables or other conduits shall be at any time erected or constructed upon the said lands shown by red tint on the said plans marked "T" and "U" unless the same shall be first approved of in writing by the Transferor or his successors or assigns as aforesaid and it is hereby agreed and declared that—

- (a) the land to which the benefit of such Covenant is intended to be appurtenant is the land shown by red colour on the plan annexed hereto marked "V";
- (b) the land which is to be subject to the burden of such Covenant is the said lands shown by red tint on the said plans marked "T" and "U";
- (c) such Covenant may be released varied or modified by the Transferor his successors or assigns as aforesaid.

This is the annexure marked "P" referred to in the annexed Agreement dated the 16th day of June, 1936, between Australian Iron & Steel Limited and the Minister for Public Works.

H. R. LYSAGHT. CECIL H. HOSKINS. E. S. SPOONER.

SECOND

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SECOND SCHEDULE TO THE ACT.

All that piece or parcel of land under the waters of the South Pacific Ocean at Port Kembla and also all that piece or parcel of land situate in the Shire of Central Illawarra, parish of Wollongong, county of Camden and State of New South Wales, being land lying between the High Water Mark of the South Pacific Ocean on 1st September, 1900, and the present High Water Mark of that Ocean, containing in all an area of about 440 acres: Commencing on the said High Water Mark of the South Pacific Ocean on the 1st September, 1900, at a point on the frontage of the area of 496 acres 2 roods resumed by notification in Gazette of 1st September, 1900, being the north-western corner of the area of 4 acres 1 rood 35 perches comprised within Real Property Application No. 17608; and bounded thence generally on the south-east by that High Water Mark, forming the generally north-western boundary of the said area of 4 acres 1 rood 35 perches, to a point bearing 73 degrees and distant 130 feet; on the east by lines successively bearing 7 degrees 33 minutes 30 seconds 818 feet, 8 degrees 32 minutes 40 seconds 527 feet and 35 minutes 20 seconds 2,379 feet; generally on the north by lines successively bearing 289 degrees 25 minutes 1,679 feet, 296 degrees 17 minutes 40 seconds 392 feet, 279 degrees 41 minutes 30 seconds 522 feet, 274 degrees 50 minutes 40 seconds 796 feet and 269 degrees 41 minutes 20 seconds 839 feet; on the north-west by a line bearing 239 degrees 40 minutes 20 seconds to the aforesaid High Water Mark on 1st September, 1900, being also the generally north-eastern boundary of the area of 496 acres 2 roods resumed as aforesaid; and generally on the south-west and south-east by that High Water Mark generally south-easterly and north-easterly to the point of commencement,—but excluding therefrom 1 acre 1 rood 30 perches and 3 roods resumed by notification in Gazette of 5th November, 1901.

Note.—Bearings are to Trigonometrical Meridian.

FACTORIES