

## II.

### LOCAL, PERSONAL, AND PRIVATE ACTS

OF THE

PARLIAMENT OF QUEENSLAND,

9° GEORGII V.

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#### CHARTERS TOWERS WATER BOARD.

*See* WATER SUPPLY.

#### CHILLAGOE RAILWAY.

*See* RAILWAYS.

#### ETHERIDGE RAILWAY.

*See* RAILWAYS.

#### METROPOLITAN AND IPSWICH WATER SUPPLY AND SEWERAGE.

*See* WATER SUPPLY.

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#### RAILWAYS.

An Act to Ratify and Approve an Agreement made between Charles Augustin Hanson and William Cotesworth Bond the Trustees Chillagoe Debentures, Edward Fancourt Mitchell the Trustee Etheridge Debentures, The Chillagoe Railway and Mines Limited, The New Chillagoe Railway and Mines Limited, The Chillagoe Company Limited, Cyrus Lennox Hewitt the Liquidator of The Chillagoe Company Limited, Chillagoe

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No. 17.  
THE  
CHILLAGOE  
AND  
ETHERIDGE  
RAILWAYS  
ACT OF 1918.

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Limited, and John Harry Coyne the Secretary for Railways of Queensland, providing for the Acquirement by the State of the Chillagoe Railway and the Etheridge Railway and certain other property, and to ratify and approve an Agreement made between Chillagoe Limited aforesaid and Edward Granville Theodore the Treasurer of Queensland, providing for an advance or guarantee by the Treasurer to an amount not exceeding £90,000 in favour of the said Company for the purpose of further developing certain mines at Mount Mulligan, in the Hodgkinson District, held by or on behalf of the said Company, and for other purposes incident thereto or consequent thereon.

[ASSENTED TO 14TH NOVEMBER, 1918.]

**B**E it enacted by the King's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and Legislative Assembly of Queensland in Parliament assembled, and by the authority of the same, as follows:—

Short title.

1. This Act may be cited as "*The Chillagoe and Etheridge Railways Act of 1918.*"

Approval of agreement of 6th November, 1917.

2. (1.) The agreement entered into on the sixth day of November, one thousand nine hundred and seventeen, between Charles Augustin Hanson and William Cotesworth Bond the Trustees Chillagoe Debentures, Edward Fancourt Mitchell the Trustee Etheridge Debentures, The Chillagoe Railway and Mines Limited, The New Chillagoe Railway and Mines Limited, The Chillagoe Company Limited, Cyrus Lennox Hewitt the liquidator of The Chillagoe Company Limited, Chillagoe Limited, and John Harry Coyne the Secretary for Railways of Queensland, relating to the Chillagoe and the Etheridge Railways and certain other property therein mentioned or referred to, a copy of which agreement is set forth in the

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First Schedule to this Act, is hereby ratified and approved, Sched. I.  
 subject to the modifications mentioned in Schedule A  
 hereunder set forth:—

## SCHEDULE A.

Showing how the agreement in the First Schedule to this Act  
 is to be modified in order to its ratification and approval—

Clause 2	<p>For the words "but nothing in this agreement contained shall impose on the Trustees any liability to make title to or to assure or cause to be assured any real or personal property which they are not entitled to make title to or to assure or cause to be assured under the hereinbefore recited indentures or any of them, and the Trustees shall not be in any way liable for any act or default on the part of the parties hereto of the third, fourth, fifth, and sixth parts or any of them,"</p> <p>Substitute the words "The vendors and each and every of them shall make and give to the purchaser a good and clear title to all the property agreed to be acquired and purported to be conveyed, transferred, assigned, and made over, and this agreement shall have no force or effect or operation whatsoever until this condition has been complied with to the satisfaction of the purchaser."</p>
Clause 3	<p>For the words "January, 1917," substitute the words "January, 1919."</p> <p>For the words "September, 1917," where they twice occur, substitute the words "January, 1919."</p>
Clause 5	<p>For the words "thirtieth day of June next" where they twice occur, substitute the words "thirty-first day of January, 1919."</p>
Clause 6	<p>For the words "January, 1917" substitute the words "January, 1919."</p>
Clause 9	<p>For the words "two calendar months" substitute the words "fifteen calendar months."</p> <p>For the words "six calendar months" substitute the words "fifteen calendar months."</p>

(2.) From and after the ratification and confirmation State railway.  
 as provided for in section four hereof of the agreement set forth in the First Schedule hereto as modified as set forth in section two of this Act, the railways (and all the appurtenances of the same) mentioned in the said agreement shall become and be vested in the Commissioner for Railways free from any claim or encumbrance whatsoever, and shall be worked and managed by the Commissioner for Railways as part of the railways of the State, and shall be subject in all respects to the laws in force relating to the working and management of State railways.

(3.) All sums of money which, in pursuance of the Appropriation.  
 said last-mentioned agreement, may from time to time

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become payable by the Secretary for Railways of Queensland are hereby appropriated for the purpose.

Debentures.

(4.) The Governor in Council is hereby empowered to issue debentures to the amount of four hundred and seventy-five thousand pounds, bearing interest at the rate of four pounds ten shillings per centum per annum, and having a currency of seven years from the first day of January, one thousand nine hundred and nineteen, and to deliver the same to the Trustees Chillagoe Debentures pursuant to the said last-mentioned agreement; and the provisions of the said agreement shall be applicable to the said debentures and the interest accruing from time to time thereon.

The Governor in Council is hereby empowered to issue debentures to such amount as shall realise a sum not exceeding two hundred and twenty-five thousand pounds bearing interest at such rate and having such currency as shall be fixed by the Governor in Council, and either to cause the same to be delivered to the Trustee Etheridge Debentures in payment and discharge of the principal moneys payable to such Trustee or the debenture holders pursuant to the Trust Deeds of the twenty-eighth day of January, one thousand nine hundred and eight, and the thirty-first day of January, one thousand nine hundred and eleven, as mentioned in clause three of the said agreement, or to pay the moneys raised thereby to such Trustee in payment and discharge of the said principal moneys.

Approval of agreement of 12th November, 1917.

**3.** (1.) The agreement entered into on the twelfth day of November, one thousand nine hundred and seventeen, between Chillagoe Limited aforesaid and Edward Granville Theodore, the Treasurer of Queensland, for and on behalf of the Government of Queensland, providing for an advance or guarantee by the Treasurer to an amount not exceeding ninety thousand pounds in favour of the said Company for the purpose of further developing certain mines and discharging the present obligations of the said Company including the Einasleigh Debentures and interest, and also for such initial expenses and general purposes as may be approved of by the Minister in writing, at Mount Mulligan, in the Hodgkinson district, held by or on behalf of the said Company, a copy of which agreement is set forth in the Second Schedule to this Act, is hereby ratified and approved.

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(2.) All sums of money which, in pursuance of the said last-mentioned agreement, may from time to time become payable by the Treasurer are hereby appropriated for the purpose.

Appropriation.

4. Neither of the agreements mentioned in section two and section three of this Act shall be or be deemed to have been binding on the parties thereto nor shall either have or be deemed to have had for any purpose whatsoever any force or effect until—

Effect of ratification of agreements.

(i.) The agreement set forth in the First Schedule hereto modified as set forth in section two of this Act shall have been ratified and confirmed—

(a) By the “vendors” thereunder; and

(b) By a binding resolution of the holders of the debentures issued under the Principal Indenture and the Indenture or Trust Deeds supplemental thereto recited in the said agreement and by a binding resolution of the holders of the debentures issued under the provisions of the Trust Deeds of the twenty-eighth day of January, one thousand nine hundred and eight, and the thirty-first day of January, one thousand nine hundred and eleven, also recited in the said agreement.

(ii.) The “vendors” and each and every of them shall have made and given to the satisfaction of the “purchaser” the good and clear title referred to in clause two of the said agreement modified as set forth in section two of this Act.

5. As soon as may be after the coming into operation of this Act, a revaluation of all the property acquired under this Act shall be made by a person appointed by the Minister in that behalf under the following headings:—

Revaluation of property acquired.

(a) Railways, rolling-stock, and all plant and appurtenances connected therewith;

(b) Smelters and ore reduction and treatment works and plant and appurtenances connected therewith;

(c) Mining plant and machinery;

(d) All other property acquired under this Act.

The total sum paid by the Crown as and by way of consideration for the acquisition of all property under this Act not exceeding the sum of seven hundred and one

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thousand pounds shall be allocated in proportion to the valuations so made as aforesaid and appearing under the above-mentioned headings, and the sums so allocated shall be debited respectively against the proper public accounts accordingly.

Restriction  
on mining,  
&c.

6. (1.) The Government of Queensland are hereby authorised and empowered—

- (a) To open up, work, and carry on the business of mining at and in connection with the Einasleigh mine and its appurtenances acquired under this Act, including in such business the purchasing of any fluxes or other necessary materials :
- (b) To carry on the business of smelting and ore reduction and treatment at the smelters and ore reduction and treatment works and their appurtenances acquired under this Act, and to purchase and make advances on ore supplied to the same, and to sell or otherwise dispose of all metals, minerals, and other products and by-products obtained from the same ; provided as follows :—
  - (i.) Save as is expressly provided by paragraph (a) hereof, the Government of Queensland shall not carry on mining or the business of mining at or on or in connection with any of the mines or mining lands acquired under this Act ;
  - (ii.) No advances on ore supplied to the smelters or works referred to in paragraph (b) hereof shall be made by the Government of Queensland unless or until proper assays of such ore have been made and such ore has been delivered in bulk at such smelters or works.

(2.) There is hereby appropriated out of the Consolidated Revenue Fund a sum not exceeding one hundred thousand pounds in and towards defraying the initial cost of unwatering the said Einasleigh mine, and reopening and recommencing the work of the smelters and ore treatment and reduction works aforesaid, and making advances on ore supplied in bulk to such smelters and works :

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Provided that no sum in excess of the said one hundred thousand pounds shall be appropriated or spent for the objects aforesaid except by a resolution in that behalf approved by both Houses of Parliament.

7. (1.) The Governor in Council shall forthwith after the coming into operation of this Act, and from time to time as necessity arises, appoint a Chillagoe mines manager. Appointment  
of manager.

Such manager shall be appointed for a term not being more than five years nor less than three years, and shall be eligible to be reappointed at the expiration of his term of office.

He shall during his continuance in office receive an annual salary to be fixed by the Governor in Council.

Such salary shall be a charge upon and be paid out of the Consolidated Revenue Fund, which is hereby permanently appropriated for the purpose.

He may be suspended from his office by the Governor in Council, but shall not be removed from office except as is hereinafter provided.

If he is so suspended, the Minister shall cause to be laid before both Houses of Parliament a full statement of the grounds of such suspension within seven days thereafter if Parliament is in session and actually sitting, and, if Parliament is not in session or not actually sitting, within seven days after the commencement of the next session or sitting.

Such manager so suspended shall be restored to office unless the Legislative Council and the Legislative Assembly, within twenty-one days from the time when such statement has been laid before them respectively, severally declare by resolution that he ought to be removed from office; and if within the said time the Legislative Council and the Legislative Assembly so declare, he shall be removed by the Governor in Council accordingly.

Such manager shall be deemed to have vacated his office—

- (i.) If he engages, during his term of office, in any employment outside the duties of his office;
- (ii.) If he becomes insolvent, or institutes proceedings for liquidation of his affairs by arrangement or composition with or assigns his salary for the benefit of his creditors;

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- (iii.) If he absents himself from duty for a period of fourteen consecutive days, except on leave granted by the Governor in Council (which leave is hereby authorised to be granted), or becomes incapable of performing his duties ;
- (iv.) If he becomes in any way concerned or interested in any contract or agreement made by or on behalf of the Crown, or in anywise participates or claims to be entitled to participate in the profit thereof or in any benefit or emolument arising therefrom.

On the occurrence of any vacancy in the office of such manager, whether by effluxion of time or otherwise, the Governor in Council shall appoint a person to fill the vacancy.

(2.) It shall be the duty of such manager to act as mine manager of the Einasleigh mine and to act as manager of the smelters and ore reduction and treatment works acquired under this Act, and to carry out such further duties as the Minister may from time to time require.

## FIRST SCHEDULE.

## MEMORANDUM OF AGREEMENT.

MEMORANDUM OF AGREEMENT made this sixth day of November one thousand nine hundred and seventeen between CHARLES AUGUSTIN HANSON J.P. M.P. of 99 Gresham street in the City of London Esquire and WILLIAM COTESWORTH BOND of Forest Row in the county of Sussex Esquire the present Trustees of the Trust Deed of the 18th day of April 1899 and the Indentures supplemental thereto hereinafter mentioned (hereinafter referred to as "the Trustees Chillagoe Debentures" which expression shall also include the trustees or trustee for the time being of the said Trust Deed and the Indentures supplemental thereto) of the first part EDWARD FANCOURT MITCHELL of Little Collins street Melbourne barrister-at-law the present trustee of the Indentures or Trust Deeds of the 28th day of January 1908 and the 31st day of January 1911 respectively hereinafter mentioned (hereinafter referred to as "the Trustee Etheridge Debentures" which expression shall also include the trustee or trustees for the time being of the said Indentures or Trust Deeds respectively) of the second part THE CHILLAGOE RAILWAY AND MINES LIMITED being a company incorporated under the laws of Victoria and registered in accordance with the laws of Queensland (hereinafter with their successors and assigns designated "the Original Company") of the third part THE NEW CHILLAGOE RAILWAY AND MINES LIMITED a company duly incorporated and registered



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as a limited company under the laws of Queensland (hereinafter with their successors and assigns designated "the Second Company") of the fourth part THE CHILLAGOE COMPANY LIMITED a company duly incorporated and registered as a limited company under the laws of Queensland (hereinafter with their successors and assigns designated "the Third Company") and CYRUS LENNOX HEWITT of 39 Queen street Melbourne the Liquidator of "the Third Company" of the fifth part and CHILLAGOE LIMITED a company duly incorporated and registered as a limited company in accordance with the laws of Queensland (hereinafter with their successors and assigns designated "the Fourth Company") of the sixth part and JOHN HARRY COYNE the Secretary for Railways for Queensland and Ministerial head of the Railway Department Queensland acting for and on behalf of and duly authorised in this behalf by the Government of the State of Queensland in the Commonwealth of Australia (hereinafter with his successors in office and assigns called "the Purchaser") of the seventh part AND it is hereby declared that "The Trustees Chillagoe Debentures" "the Trustee Etheridge Debentures" "the Original Company" "the Second Company" "the Third Company" and "the Fourth Company" and the said Cyrus Lennox Hewitt his executors administrators or successors and each and every of them shall be hereinafter included in the term and designated "the Vendors":

WHEREAS by an Act of the Parliament of Queensland 61 Vic. No. 19 entitled "*The Mareeba to Chillagoe Railway Act of 1897*" Charles William Chapman James Smith Reid and John Moffat (who with their heirs executors and administrators assigns or successors in interest were referred to therein and are referred to herein as "the Owners") were empowered to construct and maintain a line of railway 100 miles or thereabouts in length commencing by a junction with the Cairns Railway at or near Mareeba distant 46 miles 36 chains or thereabouts from Cairns and thence proceeding by a route delineated in the Schedule to the said Act to Chillagoe aforesaid AND the said Act also conferred on "the Owners" various rights powers privileges authorities and concessions for the purpose of constructing maintaining and working the said railway and certain branches thereto as mentioned in the said Act AND by the said Act provision was made for the grant by the Queen's Most Excellent Majesty of leases of certain mineral lands referred to in the said Act not exceeding in the aggregate 2,000 acres in area AND the said Act also contained a provision permitting "the Owners" from time to time to assign or transfer to any person as therein mentioned (including a company registered in Queensland under † "*The Companies Act 1863*" or ‡ "*The British Companies Act of 1886*") all or any of the rights powers privileges authorities concessions and property of "the Owners" with respect to or in or over the railway or its equipment or the mineral lands and also a provision that in order to secure the payment of any money borrowed by "the Owners" for the purposes of the railway or of the mineral lands to be comprised in the said leases "the Owners" might from time to time issue debentures or give and

\* 61 Vic. No. 19, *supra*, page 4187.

† 27 Vic. No. 4, *supra*, page 186.

‡ 50 Vic. No. 31, *supra*, page 277.

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execute mortgages or other charges or securities of or over the railway or any part thereof or the equipment thereof or any tolls fares rates and charges authorised by the said Act or of or over any of the mineral lands and that such debentures or securities might be in such form and contain such provisions as "the Owners" considered expedient:

AND WHEREAS in pursuance of the provisions in that behalf contained in the said Act leases of certain mineral lands have been granted by Her Majesty to "the Owners":

AND WHEREAS by an Agreement made the 18th day of June 1898 between the Chillagoe Proprietary Limited (hereinafter called the "Vendor Company") of the one part and the Original Company (in the Agreement now in recital called the "Purchasing Company") of the other part it was agreed that the Chillagoe Proprietary Limited should sell and that the Original Company should purchase as on the 1st day of June 1898 all the undertakings of the Vendor Company and all its assets property and rights (with the exceptions specified in Schedule A to the Agreement now in recital) whatsoever and wheresoever including (*inter alia*) all rights privileges authorities concessions and property of the Owners as mentioned in \*"*The Mareeba to Chillagoe Railway Act of 1897*" (Queensland) with respect to or in or over the railway mentioned in the said Act or its equipment or the mineral lands mentioned in the said Act:

AND WHEREAS the said Schedule A of the Agreement now in recital excepted from the said sale the following assets namely cash in hand and in bank and unpaid and uncalled capital to an extent not exceeding the liabilities and expenses payable or to be payable by the Vendor Company:

AND WHEREAS by an Agreement dated the seventh day of August 1899 and made between the Owners of the first part the said John Moffat of the second part the said Chillagoe Proprietary Limited a company duly incorporated in Queensland under the provisions of †"*The Companies Acts 1863 to 1896*" (hereinafter called the "Vendor Company") of the third part and the Original Company in the now reciting Agreement called the "Purchaser Company" of the fourth part:

AFTER RECITING the Act of Parliament hereinbefore recited and reciting the grant to the Owners of the said mineral leases as therein described and particulars whereof were set forth in the First Schedule thereto AND RECITING that the Owners became entitled to and held the said recited Act and all rights powers privileges authorities concessions and property of the Owners thereunder and also the said mineral leases as trustees for the Vendor Company as they did and each of them did thereby admit and acknowledge AND RECITING to the effect that the said John Moffat had applied for other mineral leases particulars whereof were set forth in the Second Schedule to the now reciting Indenture and that such application had been made at the request and on behalf of the Vendor Company as he (the said John Moffat) did thereby

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\* 61 Vic. No. 19, *supra*, page 4187.

† 27 Vic. No. 4 and amending Acts, *supra*, pages 186 *et seq.*

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admit and acknowledge AND RECITING the sale by the said Agreement dated the 18th day of June 1898 hereinbefore recited AND FURTHER RECITING that no assignments or transfers of the said Act or of the rights powers privileges authorities concessions and property thereby conferred and vested on and in the Owners or of the mineral leases thereinbefore in the now reciting Indenture mentioned had ever been made to the Vendor Company AND RECITING (*inter alia*) that the Vendor Company had requested the Owners and also the said John Moffat to assign and transfer the premises thereafter expressed to be assigned and transferred to the Purchaser Company and also to execute such further assignments or transfers of the said mineral leases and applications for mineral leases as should be required by the law for the time being relating to the same so as to fully and effectually vest the same in the Purchaser Company which they had respectively agreed to do in manner thereafter appearing:

IT WAS WITNESSED that in pursuance of the said agreement and for the consideration therein mentioned the Owners and the said John Moffat according to their respective rights powers and interests did and each of them did at the request and direction of the Vendor Company testified by its being a party to and executing the presents now in recital assign and transfer and the Vendor Company in pursuance of the thereinbefore recited Agreement of the 18th day of June 1898 and for the consideration therein mentioned did thereby assign transfer and confirm unto the Purchaser Company and its assigns:

FIRSTLY ALL AND SINGULAR the rights powers privileges authorities and property conferred on the Owners by the said Act with respect to or in or over the railway thereby authorized to be constructed and maintained and also the railway including all lands of whatsoever tenure which had been or might thereafter be taken or acquired for the purposes of the said railway or used in connection therewith and all buildings or erections whatsoever which were then or might at any time thereafter be upon or used in connection with the said railway or lands and all tolls fares rates and charges whatsoever authorised by the said Act and all rights easements and appurtenances whatsoever then belonging to or exerciseable by the Owners in respect of any of the premises thereinbefore expressed to be thereby assigned or transferred:

AND SECONDLY ALL AND SINGULAR the mineral lands comprised in the said leases specified in the First Schedule thereto (and being part of the lands specified in the First Schedule hereto):

AND THIRDLY ALL AND SINGULAR the mineral lands and the applications therefor or leases thereof specified in the Second Schedule thereto (and being part of the lands specified in the First Schedule hereto) and all the estate right title interest claim and demand of the Owners and of the Vendor Company therein or thereto:

TO HAVE AND TO HOLD the premises thereinbefore expressed to be thereby assigned and transferred or intended so to be unto the Purchaser Company and its assigns for ever Subject nevertheless to the same duties obligations and penalties as the Owners had and

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were subject to and also to payment of the rent and observance and performance of the covenants and conditions reserved by and contained in the said leases and on the part of the lessees or lessee to be respectively paid observed and performed:

AND WHEREAS the Governor in Council duly consented in pursuance of the provisions of section 29 of the said \**The Mareeba to Chillagoe Railway Act of 1897* to the said assignment by the Owners (by direction of the said "The Chillagoe Proprietary Limited") of the whole of their rights powers privileges authorities and property with respect to or in or over the railway and its equipment and the mineral lands mentioned in \**The Mareeba to Chillagoe Railway Act of 1897* to the Original Company:

AND WHEREAS by an Indenture (hereinafter called the "Principal Indenture") made the 18th day of April 1899 between the "Original Company" of the one part and General Sir Henry Wylie Norman G.C.B. G.C.M.G. C.I.E. and the said Charles Augustin Hanson (thereinafter called the "Present Trustees") of the other part after reciting (*inter alia*) the said Act of the Parliament of Queensland entitled \**The Mareeba to Chillagoe Railway Act of 1897*" (hereinbefore recited) and that the said rights powers privileges authorities and concessions granted to or conferred on "the Owners" by the said Act in respect to or in or over the railway mentioned therein and its equipment and the mineral lands also mentioned therein had been or were about to be duly assigned and transferred to and vested in "the Original Company" and the leases of the said mineral lands had been or were about to be transferred to "the Original Company" AND that "the Original Company" were possessed of and entitled to other mineral lands held under †*The Mineral Lands Act of 1882* of the Colony of Queensland (particulars whereof were set forth in the second part of the First Schedule to the said Indenture) in addition to the mineral lands under the said \**The Mareeba to Chillagoe Railway Act of 1897*" AND also certain plant stores and other chattels upon the mineral lands thereinbefore mentioned or some of them AND that "the Original Company" had commenced the construction of the said railway and proposed to erect smelting works for the treatment of copper and lead ores and also to develop and equip the said company's mines AND that in order to provide funds for the purposes aforesaid the directors of the company had arranged to forthwith issue 4,000 first mortgage debentures of £100 each part of a total authorised issue of £500,000 6 per centum mortgage debentures such debentures respectively to be in the form set forth in the Schedule to the said Indenture and to further secure the payment of the money secured by such debentures in manner thereinafter appearing It was witnessed that it was thereby agreed and declared by and between the parties thereto (*inter alia*) (by clause 8 of the said "the Principal Indenture" now in recital) that "the Original Company" thereby charged the payment of the moneys intended to be thereby secured to the intent that such charge might be a specific first charge and not a floating charge for such payment:

\* 61 Vic. No. 19, *supra*, page 4187.

† Repealed; see Historical Table, Index Volume.

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FIRSTLY ALL AND SINGULAR the rights powers privileges authorities and concessions conferred on "the Owners" by the said \**The Mareeba to Chillagoe Railway Act of 1897*" with respect to or in or over the railway thereby authorised to be constructed and maintained and also the railway including all lands of whatsoever tenure which had been or might thereafter be taken or acquired for the purposes of the said railway or used in connection therewith and all buildings or erections whatsoever which were then or might at any time thereafter be upon or used in connection with the said railway or lands and all tolls fares rates and charges whatsoever authorised by the said Act and all rights easements and appurtenances whatsoever then belonging to or exerciseable by "the Original Company" in respect of any of the premises thereinbefore expressed to be thereby charged:

AND SECONDLY ALL AND SINGULAR the mineral lands comprised in the said leases the particulars whereof were specified in the first and second parts of the First Schedule to the Indenture now in recital:

AND THIRDLY ALL AND SINGULAR the lands and hereditaments then belonging to or about to be acquired by "the Original Company" whereon the smelting works of "the Original Company" were about to be erected:

AND FOURTHLY the lands acquired or about to be acquired by "the Original Company" at Cairns aforesaid whereon wharves were to be erected for the purpose of the said railway:

AND FIFTHLY the smelting works wharves buildings and erections then or thereafter to be erected on the premises secondly thirdly and fourthly thereinbefore described or any part thereof or used in connection therewith:

AND that "the Original Company" (by clause 10 thereof) thereby charged all its assets both then present and future other than its uncalled capital and its assets thereinbefore specifically charged under clause 8 hereinbefore recited of the said "the Principal Indenture" now in recital with the payment of the moneys intended to be thereby secured and that such charge should be a first charge and except as to rolling-stock should rank as a floating charge and should in no way hinder or prevent "the Original Company" from selling alienating mortgaging charging leasing paying dividends out of profits or otherwise disposing of or dealing with such other assets except rolling-stock as it might think fit and any such mortgage or charge might be specific or floating and might be made to rank in priority to or *pari passu* with or after the security thereby constituted:

PROVIDED that "the Original Company" might in the ordinary course of business sell and dispose of any worn-out or obsolete rolling-stock which should have been replaced or renewed:

AND WHEREAS by an Agreement bearing date the 20th day of March 1902 made between "the Original Company" of the one part and "the Second Company" of the other part:

\* 61 Vic. No. 19, *supra*, page 4187.

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AFTER RECITING (*inter alia*) the incorporation of the Original Company in Queensland and that the Second Company had been incorporated in Queensland under the provisions of "*The Companies Acts 1863 to 1896*":

IT WAS THEREBY AGREED (*inter alia*) that the Original Company should sell to the Second Company and the Second Company should purchase from the Original Company ALL AND SINGULAR the undertaking of the Original Company and all its assets railway leases mineral lands property and rights whatsoever and wheresoever including (*inter alia*) all rights powers privileges authorities concessions and property of the owners as mentioned in \*"*The Mareeba to Chillagoe Railway Act of 1897*" with respect to or in or over the railway mentioned in the said Act or its equipment or the mineral lands mentioned in the said Act and then owned by the Original Company AND that the said premises mentioned in the said Indenture were sold and purchased subject to the specific charge over part thereof and floating charge over other part thereof contained in the Principal Indenture hereinbefore recited dated the 18th day of April 1899 and also to a certain charge and certain debentures therein mentioned and that the Second Company should forthwith execute a proper charge in favour of the said Sir H. W. Norman and C. A. Hanson as Trustees for the debenture holders under the Principal Indenture by way of floating charge over the assets of the Original Company then subject or liable to the floating charge contained in the Principal Indenture and hand such charge when executed to the Original Company which should hold it on behalf of the said Sir H. W. Norman and C. A. Hanson or hand it to them or as they might direct AND that as part of the consideration for the said sale and purchase the Second Company should (subject to the proviso hereinafter contained) undertake to pay satisfy and discharge out of the premises sold and out of the assets for the time being of the Second Company as limited by the said provisos (*inter alia*) the debentures of the Chillagoe Company secured by the Principal Indenture and all liabilities and obligations whatsoever of the Original Company under the Principal Indenture and would at all times keep the Original Company and its members to the extent of the said premises and assets indemnified against all such debentures liabilities and obligations and against all actions proceedings costs damages claims and demands in respect thereof AND as further part of the consideration for the said sale and purchase that the Second Company should undertake to pay satisfy and discharge all the debts liabilities and obligations whatsoever of the Original Company other than the said debentures and its liabilities and obligations under the Principal Indenture and the Agreement and covenant therein mentioned and should adopt and perform all contracts and engagements then binding upon the Original Company other than as aforesaid and would at all times keep the Original Company and its members indemnified against all such debts liabilities obligations contracts and engagements (other than as aforesaid) and against all actions proceedings costs damages claims and demands in respect thereof:

AND WHEREAS by an Indenture made the 31st day of December 1902 between "the Original Company" of the first part "the

\* 61 Vic. No. 19, *supra*, page 4187.

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Second Company" of the second part and the said General Sir Henry Wylie Norman and Charles Augustin Hanson (hereinafter called "the Trustees") of the third part after reciting (*inter alia*) that the presents now in recital were intended to be read as supplemental to the hereinbefore recited "the Principal Indenture" made the 18th day of April 1899 and that there were then outstanding £498,300 and no more of the issue of 500,000 debentures mentioned in "the Principal Indenture" and that "the Second Company" had been formed with a nominal capital of £1,000,000 divided into 1,000,000 shares of £1 each for the purpose of taking over the assets and liabilities of "the Original Company" and that it was proposed that after such taking over "the Original Company" might be wound-up and that having regard to the premises it was desirable that certain modifications and alterations should be made in the Principal Indenture and in the rights of the parties thereto or interested therein and that at a meeting of the debenture holders duly convened and held on the 21st day of February 1902 pursuant to the provisions of the Third Schedule to "the Principal Indenture" the Trustees being the parties of the third part to the Indenture now in recital were duly authorised to execute an Indenture without modification or with such modification therein or addition thereto as to the Trustees might seem fit and proper a draft of which was submitted to such meeting being the Indenture now in recital with certain modifications and additions assented to by the Trustees it was witnessed that the several companies and persons respectively parties to the Indenture now in recital mutually agreed and covenanted with one another (*inter alia*) (by clause 1) that all the property of "the Original Company" both real and personal should when "the Original Company" and "the Second Company" thought expedient be transferred to and vested in "the Second Company" subject to existing charges including the debentures secured by "the Principal Indenture" and that (by clause 2) from the date whereon the property of "the Original Company" should be transferred to and vested in "the Second Company" all rights and liabilities of "the Original Company" under "the Principal Indenture" and the debentures secured thereby should subject to the modifications therein provided for belong to and devolve upon and be undertaken by "the Second Company" which should subject as aforesaid be deemed to take the place of "the Original Company" and "the Principal Indenture" and the debentures should as from the said date so far as the same were applicable and subject as aforesaid be read as though the name of "the Second Company" were substituted for that of "the Original Company" wherever the same occurred AND that (by clause 3) "the Second Company" thereby charged in favour of the Trustees all its assets both present and future other than its uncalled and unexpended capital and the assets specifically charged under clause 8 of "the Principal Indenture" hereinbefore recited by way of security for the said debentures and such charge should be a first charge and except as to rolling-stock should rank as a floating charge and should take effect to the same extent and with the same incidents in all respects as the charge created by the hereinbefore recited clause 10 of "the Principal Indenture" AND that as from the said date this clause now in recital should be substituted for the said clause 10 contained in "the Principal Indenture":

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AND WHEREAS by an Agreement made the 6th of June 1905 between "the Second Company" of the one part and "the Third Company" of the other part after reciting (*inter alia*) the incorporation in Queensland of "the Second Company" and that "the Third Company" had been incorporated in Queensland under \*"*The Companies Acts 1863 to 1896*" for the purpose of (*inter alia*) acquiring the assets and undertaking of "the Second Company" it was thereby agreed (*inter alia*) that "the Second Company" should sell and "the Third Company" should purchase and take over all and singular the undertaking of "the Second Company" and all its assets railways leases and mineral lands property rights goods chattels and things in connection therewith and wheresoever including (*inter alia*) all rights powers privileges authorities concessions and property of "the Owners" referred to and as mentioned in the said †"*The Mareeba to Chillagoe Railway Act of 1897*" with respect to or over the railway mentioned in the said Act or its equipment and such of the mineral leases in the said Act as were then owned by "the Second Company" and also including all claims or rights which "the Second Company" had to obtain a concession to build a railway from the Chillagoe District to the Etheridge District Queensland AND that the said premises mentioned in the said Indenture and hereinbefore recited were sold and purchased subject to the specific charge over part thereof and the floating charge over the other part thereof contained in "the Principal Indenture" hereinbefore recited made the 18th day of April 1899 and to the charge contained in the debentures referred to in "the Principal Indenture" but with the benefit of all modifications and concessions assented to by the holders of such debentures at a general meeting held in London on the 18th day of April 1905 AND that "the Third Company" should if and when required by "the Second Company" execute a proper charge in favour of or transferable to the said Charles Augustin Hanson the surviving Trustee or other the Trustees or Trustee for the time being under the said "the Principal Indenture" by way of a floating charge over such of the assets thereinbefore in clause 1 of the Agreement now in recital mentioned as were then or ought under the provisions of the said "the Principal Indenture" to be subject or liable to the floating charge contained therein or any supplemental trust deed and should deliver such charge when executed to the Trustees under "the Principal Indenture" or to "the Second Company" which should hold it on behalf of the Trustees or hand it to them as they might direct AND that as part of the consideration for the said sale "the Third Company" should undertake to pay satisfy and discharge all the debts liabilities and obligations of "the Second Company" whatsoever including those undertaken by "the Second Company" under the Agreement with "the Original Company" dated the 20th day of March 1902 and should adopt and perform and fulfil all contracts and engagements then binding on it and in particular a contract between "the Second Company" and Messieurs Tolhurst Keats and Cumming whereby it was provided (*inter alia*) that 10,000 shares in "the Third Company" should be issued to them or their nominees as fully paid up for the consideration therein mentioned and "the Third Company"

\* 27 Vic. No. 4 and amending Acts, *supra*, pages 186 *et seq.*

† 61 Vic. No. 19, *supra*, page 4187.



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should at all times keep "the Second Company" its liquidators and contributories indemnified against such debts liabilities obligations contracts and engagements and against all actions proceedings costs damages claims and demands in respect thereof:

AND WHEREAS by an Indenture made the 25th day of September 1905 between "the Original Company" of the first part "the Second Company" of the second part and Charles Augustin Hanson and William Cotesworth Bond of the third part after reciting that the presents now in recital were intended to be read as supplemental to the Principal Indenture hereinbefore recited dated the 18th day of April 1899 and that there were then outstanding debentures of the said issue mentioned in the Principal Indenture of the nominal amount of £498,300 and no more and that "the Original Company" had not been wound-up and that with the approbation thereby testified of "the Original Company" a new company (hereinafter called "the Third Company") being "the Third Company" of these presents had been incorporated under "The Companies Acts of the State of Queensland" with a nominal capital of £350,000 divided into 700,000 shares of 10s. each for the purpose of acquiring the property and assets and undertaking the liabilities both of "the Original Company" and of "the Second Company" as from the 1st day of April 1905 AND that it had been agreed that the whole of the shares of "the Third Company" should be issued as and for part of the purchase money for the property and assets so to be acquired with 7s. 6d. per share credited as paid up thereon AND that it had been proposed that "the Original Company" should not be wound-up immediately but that "the Second Company" should thereupon with all convenient speed be wound-up AND that the said General Sir Henry Wylie Norman had died AND that the said William Cotesworth Bond had been duly appointed a Trustee of "the Principal Indenture" in his place It was witnessed (*inter alia*) that all the property and assets both of "the Original Company" and "the Second Company" both real and personal should when "the Original Company" and "the Second Company" and "the Third Company" thought expedient be transferred to and vested in "the Third Company" subject to all existing charges thereon including the debentures secured by "the Principal Indenture" and that (by clause 2) as from the date whereon the said property and assets should be transferred to and vested in "the Third Company" all rights and liabilities of "the Original Company" under "the Principal Indenture" and the debentures secured thereby and all the rights and liabilities of "the Second Company" should (subject to the modifications therein provided for) belong to and devolve upon and be undertaken by "the Third Company" which should (subject as aforesaid) be deemed to take the place of "the Original Company" and of "the Second Company" and "the Principal Indenture" and the said debentures should as from such date as far as the same were applicable and (subject as aforesaid) be read as though the name of "the Third Company" were substituted for that of "the Original Company" wherever the same occurred THAT the several companies and persons parties thereto and "the Third Company" should respectively from time to time execute and do all deeds acts and things which should be reasonably necessary for effectuating the provisions of the presents now in

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*Chillagoe and Etheridge Railways Act. 9 GEO. V. No. 17,*

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recital AND that all the provisions contained in the Indenture now in recital should be treated for all purposes as if they were obligations imposed upon "the Original Company" by "the Principal Indenture" and by virtue of clause 2 of the Indenture now in recital upon "the Third Company" and the provisions of "the Principal Indenture" with regard to the breaches of any such obligations should be applicable thereto:

AND WHEREAS by an Act of the Parliament of Queensland 6th Edw. VII. No. 2 entitled \**"The Etheridge Railway Act of 1906"* an Agreement set forth in the Schedule to the said Act and entered into on the 5th day of February 1906 between the Secretary for Railways for and on behalf of the Government of Queensland and "the Original Company" for the construction of a line of railway from Chillagoe to Georgetown and for the maintenance management and working of the same was by the said Act validated and the construction maintenance management and working of the said railway in pursuance of the said Agreement subject to the provisions of the said Act were thereby authorised and approved:

AND WHEREAS provision was made for the payment by the Government of a sum equal and amounting to 2½ per centum per annum on the total cost of the said Etheridge Railway actually incurred (and not exceeding £450,000) payable half-yearly and for the purchase by the Government of the said Etheridge Railway at the termination of 15 years from the date of the said Agreement at the price mentioned therein:

AND WHEREAS the said Act contains a provision permitting "the Original Company" with the consent of the Governor in Council from time to time to assign or transfer to any person as therein mentioned including a company registered in Queensland under †*"The Companies Act 1863"* or ‡*"The British Companies Act of 1886"* or in accordance with some general Act of the Parliament of the Commonwealth all or any the rights powers privileges authorities concessions interest and property conferred upon "the Original Company" by the said Agreement and the said Act AND also a provision that in order to secure the payment of any money borrowed by "the Original Company" for the purposes of the construction of the railway "the Original Company" might from time to time issue debentures or give and execute mortgages or other charges or securities over the concessions interest and property conferred upon "the Original Company" by the said Agreement and by the said Act and that such debentures or securities might be in such form and contain such provisions not inconsistent with the said Agreement and the said Act as "the Original Company" considered expedient:

AND WHEREAS by Memorandum of Agreement made the 16th day of January 1907 between "the Original Company" of the first part "the Third Company" of the second part and the said Charles Augustin Hanson and William Cotesworth Bond of the third part expressed to be supplemental to the following Indentures Agreement and Act of Parliament that was to say:

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\* 6 Edw. VII. No. 2, *supra*, page 4129.

† 27 Vic. No. 4 and amending Acts, *supra*, pages 186 *et seq.*

‡ 50 Vic. No. 31, *supra*, page 277.

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First The hereinbefore recited the Principal Indenture made the 18th day of April 1899 Secondly The hereinbefore recited Agreement dated the 6th day of June 1905 Thirdly The hereinbefore recited Indenture made the 25th day of September 1905 and Fourthly The said \**The Etheridge Railway Act of 1906*”:

AFTER RECITING that the property and assets of “the Original Company” had not yet been transferred to or vested in “the Third Company” under the provisions of the said hereinbefore recited Agreement of the 6th day of June 1905 AND that 700,000 shares of “the Third Company” had been issued AND that the cost of construction of the railway authorised by the said §*“The Etheridge Railway Act of 1906”* was estimated at about £400,000 and it was proposed to raise (1) Not less than £60,000 of that sum by the issue of shares in “the Third Company” and (2) Not more than £250,000 by issuing debentures of not exceeding the nominal value of £250,000 secured by a mortgage of or charge upon the concessions interests and property conferred upon “the Original Company” by \**“The Etheridge Railway Act of 1906”* and the Agreement dated the 5th day of February 1906 in the said Act referred to (3) £75,000 by issuing debentures of the nominal value of £75,000 to be secured in the same manner and upon the same property as and to rank *pari passu* with the existing debentures AND that at a meeting of the holders of the existing debentures duly convened and held on the 5th day of January 1907 the following Extraordinary Resolution was passed that was to say “That this meeting sanctions the modifications of the rights of the holders of the debentures issued by the Chillagoe Railway and Mines Limited (being “the Original Company” of these presents) and constituted by Trust Deed dated the 18th day of April 1899 and made between the company (being “the Original Company” of these presents) of the one part and General Sir Henry Wylie Norman (since deceased) and Charles Augustin Hanson as Trustees of the other part against the company and its property which are set out in the draft Agreement submitted to this meeting and signed by the chairman thereof by way of identification and empowers the present Trustees of the said Trust Deed with a view to effectuating such modifications to concur with the company in executing a supplemental Trust Deed in accordance with the terms of the said draft Agreement with such modifications (if any) as to the said present Trustees shall seem necessary or expedient” AND that the draft Agreement referred to in the said Resolution was in fact the Agreement now in recital:

IT WAS AGREED (*inter alia*) that it should be lawful for “the Original Company” or “the Third Company” alone or with the concurrence of “the Original Company” to issue new debentures of the nominal amount of £75,000 at such premium or discount as the directors should think fit and to be secured in the same manner and upon the same property as and to rank *pari passu* with the existing debentures and that no mortgage or charge of any kind in excess of the above mentioned sums of £250,000 and £75,000 and the interest thereon should be created or made upon the concessions interest and property conferred upon “the Original Company” by \**“The Etheridge Railway Act of 1906”* and the said Agreement dated the 5th day of February 1906 therein referred to without

\* 6 Edw. VII. No. 2, *supra*, page 4129.

*Chillagoe and Etheridge Railways Act.* 9 GEO. V. No. 17,

the consent of the Trustees for the time being of "the Principal Indenture" and that "the Principal Indenture" should be modified in the manner in the Memorandum of Agreement now in recital specified AND that the Agreement now in recital should take effect and operate by way of modification of the rights of the holders of the existing debentures and of the provisions contained in "the Principal Indenture" as modified by the hereinbefore recited Indenture dated the 25th day of September 1905 AND that the Trustees of the said Two Deeds should if necessary concur with the company in executing a new Trust Deed or new Trust Deeds which should be in such form in all respects as the Trustees or Trustee should at their or his discretion consider necessary or proper for effectuating the provisions of these presents:

AND WHEREAS by an Indenture made the 28th day of January 1908 between "the Original Company" of the first part "the Third Company" of the second part and Edward Fancourt Mitchell of the third part after reciting (*inter alia*) the hereinbefore mentioned Agreement dated the 5th day of February 1906 set forth in the Schedule to \**The Etheridge Railway Act of 1906*" and the said last-mentioned Railway Act and that "the Original Company" entered into the said Agreement on behalf of and as agent or Trustee for "the Third Company" and then held the rights powers privileges authorities concessions interests and property conferred upon it by the said Agreement and the said last mentioned Act as Agent or Trustee for "the Third Company" and that "the Original Company" (at the request of "the Third Company") commenced and was then proceeding with the construction of the railway and that in order to provide part of the funds required for the purpose of the construction of the railway "the Original Company" had arranged (at the request and with the consent and agreement of "the Third Company" testified by its being a party to the Indenture now in recital) to issue 1,000 first mortgage debentures of £100 each forming part of the total issue of £200,000  $4\frac{1}{2}$  per centum first mortgage debentures such debentures respectively to be in the form or to the effect set forth in the First Schedule to the Indenture now in recital:

IT WAS WITNESSED that it was thereby agreed and declared by and between the parties thereto that the then present issue of debentures was limited to £100,000 nevertheless "the Original Company" might from time to time issue debentures up to the additional amount of £100,000 ranking *pari passu* with the then present issue AND that the present issue of £100,000 of debentures and the further debentures to the amount of £100,000 constituted the total issue of £200,000 of debentures intended to be secured by the presents now in recital AND that "the Original Company" (with the consent and concurrence of "the Third Company") thereby charged and "the Third Company" also charged with the payment of the debentures and all other moneys intended to be thereby secured to the intent that such charge should (subject as therein mentioned) be a specific first charge and not a floating charge for such payment for all and singular the concessions interests and property conferred on "the Original Company" by the said Agreement and the said \**The Etheridge Railway Act of*

\* 6 Edw. VII. No. 2, *supra*, page 4129.

1918. *Chillagoe and Etheridge Railways Act.*

1906" including (1) The half-yearly sums equal to  $2\frac{1}{2}$  per centum per annum on the cost of construction of the railway (2) The purchase money whether in cash or in inscribed stock payable by the Government of Queensland for the purchase of the railway at the end of fifteen years from the said 5th day of February 1906 and (3) Any profits (over and above the amount of the bonus or subsidy of  $2\frac{1}{2}$  per centum per annum payable by the Government under the said Agreement) payable by the Railway Commissioner of Queensland to "the Original Company" half-yearly under and by virtue of the said Act:

AND WHEREAS by an Indenture made the 19th day of January 1909 between "the Original Company" of the first part "the Third Company" of the second part and the said Charles Augustin Hanson and William Cotesworth Bond of the third part expressed to be supplemental to the following Indentures Agreement and Act of Parliament that was to say Firstly the hereinbefore recited "the Principal Indenture" made the 18th day of April 1899 Secondly the hereinbefore recited Agreement dated the 6th day of June 1905 Thirdly the hereinbefore recited Indenture made the 25th day of September 1905 Fourthly the said "*The Etheridge Railway Act of 1906*" and Fifthly the hereinbefore recited Memorandum of Agreement made the 16th day of January 1907 after reciting that "the Original Company" with the concurrence of "the Third Company" testified by its being a party to and executing the presents now in recital in pursuance of the power in that behalf given to it and them by the said Memorandum of Agreement of the 16th day of January 1907 had decided to issue new debentures of "the Original Company" of the nominal amount of £75,000 as provided in the said Memorandum of Agreement such debentures to be in the form set forth in the Schedule to "the Principal Indenture" so far as might be having regard to the modification in "the Principal Indenture" effected by the various documents to which the Indenture now in recital was supplemental and to lapse of time and to other material circumstances:

IT WAS WITNESSED that in further pursuance of the said power "the Original Company" and "the Third Company" did and each of them did according to their respective estates and interests thereby charge all and singular the property and assets expressed to be charged by "the Principal Indenture" or which were in any way then subject to the trusts thereof as modified by the other documents to which the Indenture now in recital was supplemental (to the intent that such charge should rank as a specific first charge upon the property and assets then subject to the specific charge created by the hereinbefore recited clause 8 of "the Principal Indenture" and as a floating charge upon the property and assets then subject to the floating charge created by "the Principal Indenture") with the payment of the moneys secured by the new debentures *pari passu* with the existing debentures so that all provisions of "the Principal Indenture" modified as aforesaid should apply *mutatis mutandis* to the new debentures as well as to the existing debentures:

AND WHEREAS by an Indenture made the 31st day of January 1911 between "the Original Company" of the first part "the Third

\* 6 Edw. VII. No. 2, *supra*, page 4129.

*Chillagoe and Etheridge Railways Act.* 9 GEO. V. No. 17,

Company" of the second part and the said Edward Fancourt Mitchell (thereinafter called the Trustee) of the other part after reciting (*inter alia*) the said \**"The Etheridge Railway Act of 1906"* and the Agreement of the 5th day of February 1906 comprised and set out in the Schedule to the said Act and that "the Original Company" entered into the said Agreement on behalf of and as Agent or Trustee for "the Third Company" and it then held the rights powers privileges authorities and concessions interests and property conferred upon it by the said Agreement of the 5th day of February 1906 and the said \**"The Etheridge Railway Act of 1906"* as Agent or Trustee for "the Third Company" and that "the Original Company" (at the request of "the Third Company") had completed the construction of the railway and that the certified cost of the railway up to the 30th June 1910 amounted to £442,553 2s. 3d. and that it was anticipated that the total cost of the railway would amount to or exceed the sum of £450,000 but such total cost had not yet been ascertained and certified to under the said Act and after reciting the hereinbefore recited Indenture made the 28th day of January 1908 and the charge thereby created and that the whole of the said £200,000 first mortgage debentures had been issued by "the Original Company" and were then outstanding but "the Original Company" had not created and "the Third Company" had not created any other charge upon the premises comprised in the lastly thereinbefore and hereinbefore recited Indenture and that "the Original Company" (at the request of "the Third Company") had arranged to issue 250 additional mortgage debentures of £100 each to secure the total sum of £25,000 such debentures respectively to be in the form or to the effect set forth in the First Schedule to the Indenture now in recital and to further secure the payment of the said debentures in manner thereinafter appearing:

IT WAS WITNESSED and it was thereby agreed between the parties thereto (*inter alia*) that the then present issue of the debentures was limited to £25,000 and that "the Original Company" (with the consent and concurrence of "the Third Company") thereby charged and "the Third Company" also charged the payment of the debentures and all other moneys intended to be thereby secured to the intent that such charge should (subject as therein-after set out) be a specific first charge and not a floating charge for such payment all and singular the concessions interests and property conferred on "the Original Company" by the said Agreement and the said Act including (1) the half-yearly sums equal to  $2\frac{1}{2}$  per centum per annum on the cost of construction of the railway (2) the purchase money whether in cash or inscribed stock payable by the Government of Queensland for the purchase of the railway at the end of fifteen years from the said 5th day of February 1906 and (3) any profits (over and above the amount of the bonus or subsidy of  $2\frac{1}{2}$  per centum per annum payable by the Government under the said Agreement) payable by the Queensland Railway Commissioner to "the Third Company" half-yearly under and by virtue of the said Act provided that the charge created by the Indenture now in recital should be subject to the charge created by the thereinbefore recited Indenture of the 28th day of January 1908:

\* 6 Edw. VII. No. 2, *supra*, page 4129.

1918. *Chillagoe and Etheridge Railways Act.*

AND WHEREAS since the 1st day of December 1911 by the authority of a Resolution of the Board of Directors of "the Third Company" of that date "the Third Company" have issued 250 debentures of £100 each and called the "Einasleyh Debentures" with the payment of which "the Third Company" charged its undertaking and all its property present and future including its uncalled capital which charge was to rank subject only to (a) the first mortgage debentures issued by "the Original Company" and then outstanding amounting to £573,300 and (b) the Etheridge Railway Debentures issued by "the Original Company" and then outstanding amounting to £225,000 and to all interest due or to become due thereon and the debentures of the issue now in recital were all to rank *pari passu* without any preference or priority one over the other and the charge created by the debentures now in recital was to be a floating security and was in nowise to prevent "the Third Company" from selling leasing exchanging or otherwise dealing with its property but so that "the Third Company" was not to be at liberty to issue any further debentures creating a floating charge or to create any mortgage or charge on the property known as Einasleyh to rank in priority to or *pari passu* with the debentures of the issue now in recital:

AND WHEREAS by an Agreement made the 11th day of March 1913 "the Third Company" and the said Cyrus Lennox Hewitt of the one part and "the Fourth Company" of the other part after reciting the incorporation in Queensland of "the Third Company" with a capital of £350,000 divided into 700,000 shares of 10s. each and that the capital of "the Third Company" had been subsequently increased and then consisted of £600,000 divided into 1,200,000 shares of 10s.:

AND WHEREAS by Special Resolutions of "the Third Company" passed and confirmed at Extraordinary General Meetings of "the Third Company" held respectively on the 20th day of February 1913 and the 7th day of March 1913 it was resolved (1) "That it is desirable to reconstruct the Company and accordingly that the Company be wound-up voluntarily and that Cyrus Lennox Hewitt of Melbourne be and he is hereby appointed Liquidator for the purpose of such winding-up" and (2) "That the draft Agreement submitted to this meeting and expressed to be made between this Company and its Liquidator of the one part and Chillagoe Limited (being 'the Fourth Company') of the other part be and the same is hereby approved and that the said Liquidator be and he is hereby authorised pursuant to section 151 of \**The Companies Act of 1863*' to enter into an agreement with the said Chillagoe Limited (when incorporated) in terms of the said draft and to carry the same into effect with such modifications or alterations (if any) as he may think expedient AND that pursuant to the said Special Resolutions "the Fourth Company" has since been incorporated in Queensland under \**The Companies Acts 1863 to 1909*" with a nominal capital of £600,000 divided into 1,200,000 shares of 10s. each and that by the Articles of Association of "the Fourth Company" it was provided that the same company should forthwith enter into the Agreement referred to in the said Special Resolutions being the Agreement now in recital:

\* 27 Vic. No. 4 and amending Acts, *supra*, pages 186 *et seq.*

*Chillagoe and Etheridge Railways Act.* 9 GEO. V. No. 17,

IT WAS AGREED (*inter alia*) (by clause 1) that "the Third Company" and its Liquidator should sell and "the Fourth Company" should purchase and take over all and singular the undertaking of "the Third Company" and all its assets railways leases mineral lands property rights goods chattels and things in action whatsoever and wheresoever including (*inter alia*) (a) all rights powers privileges authorities concessions and property of "the Original Company" as mentioned in the said \*"*The Mareeba to Chillagoe Railway Act of 1897*" with respect to or over the railway mentioned in the said Act or its equipment and such of the mineral lands mentioned in the said Act as were then owned by "the Third Company" (b) the benefit of the Agreement dated the 5th day of February 1906 with The Secretary for Railways of Queensland and all rights powers and authorities conferred by the said †"*The Etheridge Railway Act of 1906*" and (c) all coal-bearing lands or areas held or acquired by "the Third Company" at Mount Mulligan Queensland AND (by clause 2) that the premises mentioned in the Agreement now in recital and here recited were sold and purchased subject to all charges and encumbrances affecting the same and in particular (a) the specific and floating charges respectively contained in the hereinbefore recited "the Principal Indenture" dated the 18th day of April 1899 and also in the hereinbefore recited deed supplemental thereto dated the 19th day of January 1909 and the debentures referred to in the said "the Principal Indenture" and Supplemental Deed (b) the charges contained in the hereinbefore-recited Indentures or Trust Deeds made the 28th day of January 1908 and the 31st day of January 1911 and (c) to the charge and restrictions contained in certain debentures (hereinbefore referred to) aggregating £25,000 issued by "the Original Company" to The New Einasleigh Copper Mines Limited on or about the 5th day of December 1911 and of which debentures £20,000 are then outstanding AND (by clause 3) that "the Fourth Company" should if and when required by "the Third Company" execute a proper charge in favour of or transferable to the said Charles Augustin Hanson and William Cotesworth Bond (the then present Trustees under the said "the Principal Indenture" of the 18th day of April 1899) or other the Trustees for the time being under the said "the Principal Indenture" by way of floating charge over such of the assets mentioned in the hereinbefore recited clause 1 of the Agreement now in recital as were immediately prior to the execution thereof or ought under the provisions of the said "the Principal Indenture" and the said Supplemental Trust Deed be subject or liable to the floating charge contained in the said "the Principal Indenture" and the Trust Deed supplemental thereto and should deliver such charge when executed to the Trustees or to "the Third Company" which should hold it on behalf of the Trustees or hand it to them as they might direct AND (by clause 5) that as part of the consideration for the said sale "the Fourth Company" should undertake to pay satisfy and discharge all the debts liabilities and obligations of "the Third Company" whatsoever including those undertaken by "the Third Company" under the Agreement with "the Second Company" dated the 6th

\* 61 Vic. No. 19, *supra*, page 4187.

† 6 Edw. VII. No. 2, *supra*, page 4129.



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day of June 1905 and should adopt perform and fulfil all contracts and engagements now binding on "the Third Company" and in particular all contracts and underwriting letters made by or with "the Third Company" providing for the procurement of underwriters and for the underwriting of the shares to be issued under the Agreement now in recital and "the Fourth Company" should at all times keep "the Third Company" its Liquidator and contributories indemnified against such debts liabilities obligations contracts and engagements and against all actions proceedings costs damages claims and demands in respect thereof AND (by clause 6) that as a further part of the consideration for the said sale "the Fourth Company" should pay and thereafter keep "the Third Company" and its members indemnified against all costs and expenses of and incidental to any winding-up of the said "the Original Company" and also all costs and expenses of and incidental to the registration and flotation of "the Fourth Company" and the winding-up of "the Third Company" and of carrying the said transfer into effect and vesting the property sold in "the Fourth Company" AND (by clause 7) (*inter alia*) that as a further part of the consideration for the said sale "the Fourth Company" should allot to the nominees of the Liquidator 1,200,000 shares numbered 1 to 1,200,000 in "the Fourth Company" of 10s. each with a sum of 7s. per share credited as paid up thereon and such shares were to be dealt with in the manner set out in the Agreement now in recital AND (by clause 15) that "the Third Company" and its Liquidator should have a lien upon the whole of the assets and property (subject however to all existing charges and encumbrances) thereby agreed to be sold for all moneys (if any) which might become payable to any dissentient members of "the Third Company" AND (by clause 20) (*inter alia*) that "the Fourth Company" might (if and when it considered advisable) directly assume the liability for the said debentures then amounting to the sums of £573,300 and £225,000 respectively by taking a transfer or assignment of the assets and property thereby agreed to be sold and (if required so to do) by issuing its own debentures in exchange for those of "the Original Company":

AND WHEREAS there are now outstanding debentures under "the Principal Indenture" and the Indenture or Trust Deed supplemental thereto amounting to five hundred and sixty-seven thousand seven hundred pounds and no more all ranking *pari passu* together with arrears of interest thereon amounting to the sum of £130,700 in the aggregate (as "the Trustees Chillagoe Debentures" hereby admit and acknowledge):

AND WHEREAS there are now outstanding debentures under the debentures or trust deeds of the twenty-eighth day of January one thousand nine hundred and eight and the thirty-first day of January one thousand nine hundred and eleven amounting to two hundred and twenty-five thousand pounds and there are no arrears of interest thereon as "the Trustee Etheridge Debentures" hereby certifies:

AND WHEREAS there are now outstanding Einasleigh Debentures amounting to £15,000 and no more as the companies hereto of the third fourth fifth and sixth parts and the said Cyrus Lennox Hewitt do and each and every of them doth respectively admit and acknowledge:

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AND WHEREAS the securities constituted by the Principal Indenture and the Indenture or Trust Deed supplemental thereto have become enforceable as the companies of the third fourth fifth and sixth parts and the said Cyrus Lennox Hewitt do and each and every of them doth hereby admit and acknowledge:

AND WHEREAS there is no outstanding charge or security upon any of the property assets effects and things mentioned or included in the First Schedule hereto other than the hereinbefore recited Indentures or debenture Trust Deeds and a liability to the Bank of Australasia not exceeding £15,000 as the companies of the third fourth fifth and sixth parts and the said Cyrus Lennox Hewitt do and each and every of them doth hereby admit and acknowledge:

AND WHEREAS the said liability to the Bank of Australasia will be discharged forthwith upon the execution of these presents:

AND WHEREAS the Vendors have and each and every of them has agreed to sell and transfer to "the Purchaser" and "the Purchaser" has agreed to purchase on the terms hereinafter mentioned all the property assets railways leases mineral lands rights goods chattels and things in action whatsoever and wheresoever including all rights powers privileges authorities and concessions of the companies of the third fourth fifth and sixth parts and each and every of them under the said \**"The Mareeba to Chillagoe Railway Act of 1897"* and †*"The Etheridge Railway Act of 1906"* including every right interest claim and demand whatsoever of the Vendors and each and every of them under the said \**"The Mareeba to Chillagoe Railway Act of 1897"* and under the said †*"The Etheridge Railway Act of 1906"* and whether in respect of purchase money or subsidy or bonus or otherwise howsoever free from all encumbrances of any and every kind whatsoever (save only as excepted in clause 2 hereof) including all and each and every charge security right claim and demand whatsoever of "the Trustees Chillagoe Debentures" and "the Trustee Etheridge Debentures" and the respective debenture holders and each and every of them whether under the Indentures or debenture Trust Deeds hereinbefore recited or otherwise howsoever:

NOW THESE PRESENTS WITNESS AND IT IS HEREBY AGREED between the parties hereto as follows:—

1. The Vendors and each and every of them will immediately on the execution hereof take all necessary preliminary steps to enable this Agreement to be carried into full effect on their part.

2. Subject to the conditions hereinafter expressed the Vendors and each and every of them will sell and the Purchaser will purchase all the property assets railways leases mineral lands rights goods chattels and things in action whatsoever and wheresoever of all the companies parties hereto of the third fourth fifth and sixth parts and the said Cyrus Lennox Hewitt the said Liquidator of "the Third Company" and each and every of them (save and except only the shares bank balances and moneys owing to "the Fourth Company" and the furniture and effects of the said "Fourth

\* 61 Vic. No. 19, *supra*, page 4187.

† 6 Edw. VII. No. 2, *supra*, page 4129.

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Company" and the said C. L. Hewitt the said Liquidator or of any or either of them at the Sydney Melbourne and/or London offices of them or any or either of them and the leaseholds of the Mount Mulligan coalfield specified in the Second Schedule hereto together with the equipment machinery plant chattels and effects now being in or upon one or other of the said leaseholds specified in the Second Schedule hereto) and in particular all rights powers privileges authorities and concessions of the said companies of the third fourth fifth and sixth parts and each and every of them under the said \**"The Mareeba to Chillagoe Railway Act of 1897"* and †*"The Etheridge Railway Act of 1906"* mentioned and particularised in the First Schedule hereto including every right claim and demand whatsoever for payment of purchase moneys and any subsidy or bonus and every payment whatever to which the Vendors and each and every of them may be entitled to under and by virtue of the said Acts or either of them free from all encumbrances of every kind whatsoever including all and every charge security right claim and demand whatsoever of "the Trustees Chillagoe Debentures" "the Trustee Etheridge Debentures" and the respective debenture holders and each and every of them whether under the Indenture or debenture Trust Deeds hereinbefore recited or otherwise whosoever and including all and every charge security right claim and demand whatsoever of the respective debenture holders and each and every of them of the hereinbefore mentioned "Einiasleigh Debentures" and free from every right claim and demand whatsoever of the Vendors and each and every of them under the said \**"The Mareeba to Chillagoe Railway Act of 1897"* and under the said †*"The Etheridge Railway Act of 1906"* and whether in respect of purchase money or subsidy or bonus or otherwise howsoever Particulars of the property hereby agreed to be sold are set out in the First Schedule hereto and such particulars are believed to be accurate but the same shall not be construed as exhaustive or in any wise restrict the generality of the description of such property contained in this clause but nothing in this Agreement contained shall impose on the Trustees any liability to make title to or to assure or cause to be assured any real or personal property which they are not entitled to make title to or to assure or cause to be assured under the hereinbefore recited Indentures or any of them And the Trustees shall not be in any way liable for any act or default on the part of the parties hereto of the third fourth fifth and sixth parts or any of them.

3. The price or purchase money payable by "the Purchaser" as the whole consideration for the said sale and purchase shall be (a) the sum of four hundred and seventy six thousand pounds payable to "the Trustees Chillagoe Debentures" (without any claim thereto by "the Original Company" "the Second Company" "the Third Company" the said Cyrus Lennox Hewitt "the Fourth Company" "the Fifth Company" or any of them) as follows namely The sum of one thousand pounds in cash on the execution hereof and four hundred and seventy five thousand pounds in Queensland Government four and one half per centum debentures having a currency of seven years from the 1st day of January 1917 (which said debentures shall be accepted by "the Vendors" as of face value)

\* 61 Vic. No. 19, *supra*, page 4187.

† 6 Edw. VII. No. 2, *supra*, page 4129

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(b) the payment and discharge by the Purchaser on the first day of March 1921 of the principal moneys (not exceeding £225,000) payable to "the Trustee Etheridge Debentures" or the debenture holders pursuant to the said Trust Deeds of the 28th day of January 1908 and the 31st day of January 1911 (without any claim thereto by "the Original Company" "the Second Company" "the Third Company" the said Cyrus Lennox Hewitt "the Fourth Company" or any of them) together with interest thereon from the 1st day of September 1917 at the rate of  $4\frac{1}{2}$  per centum per annum payable half-yearly and the payment by the Purchaser to "the Trustee Etheridge Debentures" of all his costs charges and expenses incurred by him in relation to the said Trust Deeds not exceeding £50 and the purchaser hereby agrees and covenants with "the Trustee Etheridge Debentures" for and on his own behalf and for and on behalf of the debenture holders under the two last-mentioned trust deeds that the Queensland Government will on the first day of March 1921 duly pay and discharge the said principal moneys (not exceeding £225,000) payable to the debenture holders pursuant to the trust deeds of the twenty-eighth day of January 1908 and thirty-first day of January 1911 and will also in the meantime duly and regularly pay and discharge interest on the said debentures from the first day of September 1917 at the rate of  $4\frac{1}{2}$  per centum per annum payable half-yearly on every first day of March and first day of September and will also pay to "the Trustee Etheridge Debentures" remuneration for his services as Trustee at the rate of £250 per annum until the passing of the Act mentioned in clause 9 hereof and thereafter at the rate of £150 per annum until payment of the moneys owing on the said debentures.

4. The Vendors (other than "the Trustees Chillagoe Debentures" and "the Trustee Etheridge Debentures") or some of them shall forthwith pay and discharge the said liability to the Bank of Australasia and also each and every of the hereinbefore mentioned "Einaleigh Debentures" and the holders thereof and the companies and person parties hereto of the third fourth fifth and sixth parts and each and every of them will indemnify and hold the Purchaser hereunder indemnified against all claims and demands whether for principal interest or otherwise howsoever in respect of the said liability to the Bank of Australasia and in respect of the said "Einaleigh Debentures."

5. The Vendors and each of them will on or before the 30th day of June next execute and procure to be executed by all necessary parties a proper assurance or proper assurances of the properties and rights hereby agreed to be sold to the Purchaser or as he shall direct (such assurance or assurances to be prepared by and at the expense of the Purchaser) and will for this purpose in anticipation prepare execute and do and/or cause to be prepared executed and done all necessary and proper powers of attorney and/or other documents acts and things for insuring that the said properties and rights shall be effectually and legally transferred to the Purchaser or as he shall direct on completion of the purchase and that the legal title of the Purchaser or his nominee or nominees shall be duly completed and confirmed by registration or otherwise free from all encumbrances of all and every kind whatsoever (save only as excepted in clause 2 hereof) including all and each and every charge security right claim and demand whatsoever

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of "the Trustees Chillagoe Debentures" and "the Trustee Etheridge Debentures" and the respective debenture holders and each and every of them whether under the Indenture or Trust Deeds hereinbefore recited or any of them or otherwise howsoever and including all and each and every charge security right claim and demand of the respective debenture holders of the Einasleigh Debentures and of the Bank of Australasia but such confirmation by registration shall be conditional on this Contract being ratified as mentioned in clause 9 and thereupon on the said 30th day of June next the Purchaser will make payment to "the Trustees Chillagoe Debentures" of the said sums of four hundred and seventy-five thousand pounds in Queensland Government Debentures of that amount face value as hereinbefore expressed: PROVIDED that the Purchaser shall not be bound to hand over the said debentures or any of them to "the Trustees Chillagoe Debentures" unless and until he has been reasonably satisfied that all proper steps have been taken and things done for completing the legal title of him or his nominee or nominees to the properties and rights hereby agreed to be sold "The Trustees Chillagoe Debentures" shall immediately on receipt of the said Queensland Government Debentures from the Purchaser under clause 3 hereof take steps to collect and deliver to the Purchaser without delay all the Debentures issued under and subject to the Principal Indenture or Trust Deed supplemental thereto The Purchaser shall pay all rents fees rates taxes charges assessments insurance premiums impositions and outgoings payable or paid in advance in respect of the premises agreed to be sold or any of them as from the date of the ratification and completion hereof pursuant to clause 10 hereof and if necessary the same shall be apportioned between the Purchaser and the Vendors or such of them as shall have paid the same in advance.

6. The said payment of four hundred and seventy-five thousand pounds in Queensland Government Debentures shall be made to "the Trustees Chillagoe Debentures" at Brisbane or in London at their option from time to time and interest on the said debentures at the said rate of four and one half per centum per annum shall accrue to such Trustees as from the 1st day of January 1917 and such debentures shall be free from all taxes imposed or which may from time to time be imposed by the Government of Queensland and shall be stamped so as to render them good delivery in London.

7. The Vendors shall forthwith take the necessary steps with a view to satisfying the Purchaser as to the title of them or some of them to sell the property and rights hereby agreed to be sold. If the Purchaser shall make any valid objection or requisition in regard to such title or the transfer of the property which the Vendors cannot remove or comply with to his satisfaction the Purchaser shall be at liberty by notice in writing to the Vendors to determine this Agreement.

8. As part of the consideration for the sale hereby agreed to be made by the Vendors and the concurrence of the companies and each of them and the said Cyrus Lennox Hewitt therein the said Charles Augustin Hanson and William Cotesworth Bond as the present Trustees of "the Principal Indenture" and the Trust Deeds supplemental thereto hereinbefore recited and duly autho-

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rised by and for and on behalf of the holders of the said debentures the subject thereof HEREBY RELEASE AND DISCHARGE the companies and each and every of them from all claims and demands whatsoever under or in respect of "the Principal Indenture" and the Trust Deeds supplemental thereto and each of them and under or in respect of the outstanding debentures the subject thereof and from all principal interest and other moneys thereby secured AND AGREE that the said sum of four hundred and seventy-six thousand pounds payable according to clause 3 hereof shall be accepted in full payment of all principal interest and other moneys payable in respect of the said debentures by the holders thereof AND the said Edward Fancourt Mitchell as the present Trustee of the Trust Deeds of the 28th day of January 1908 and the 31st day of January 1911 and duly authorised by and for and on behalf of the holders of the said debentures the subject thereof hereby releases and discharges the companies and each and every of them from all claims and demands whatsoever under or in respect of the said Trust Deeds of the 28th day of January 1908 and the 31st day of January 1911 and each of them and under or in respect of the outstanding debentures the subject thereof and from all principal interest and other moneys thereby secured AND AGREES that the sums payable according to clause 3 hereof shall be accepted in full payment of all principal interest and other moneys payable in respect of the said debentures by the holders thereof and the said Trustee Etheridge Debentures.

9. This Contract is conditional upon the same being ratified by an Act of the Legislature of the State of Queensland and by a binding resolution of the holders of the said debentures issued under "the Principal Indenture" and the Indenture or Trust Deed supplemental thereto and by a binding resolution of the holders of the said debentures issued under the provisions of the said hereinbefore recited Trust Deeds of the 28th day of January 1908 and the 31st day of January 1911. If the aforesaid conditions in this clause contained as to the ratification by the respective debenture holders shall not have been satisfied by the Vendors or any of them within two calendar months from the date hereof the purchaser shall be at liberty at any time after the expiration of that period by notice in writing to the Vendors to determine this Agreement and thereupon this Contract shall be absolutely null and void and if the aforesaid conditions in this clause contained as to ratification by Act of the Legislature of the State of Queensland as aforesaid shall not have been satisfied by the Purchaser within six calendar months from the date hereof the Vendors or any of them shall be at liberty at any time after the expiration of that period by notice in writing to the Purchaser to determine this Agreement and thereupon this Contract shall be absolutely null and void. Upon such ratification as aforesaid the Vendors and each and every of them do hereby irrevocably appoint the Purchaser to be the Attorney of the Vendors and each and every of them and in the name and on behalf of the Vendors and each and every of them to execute and do or concur in executing or doing all such assurances writings acts and things as the Vendors or any or every of them ought to execute or do under or in pursuance of this Agreement and generally to use the names or name of the Vendors and each and every of them in the exercising of the powers or any of the powers hereby conferred.

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10. Notwithstanding the provisions of clause 16 of the "Principal Indenture" as between "the Trustees Chillagoe Debentures" and the debenture holders the purchase money hereby agreed to be paid shall be deemed to be paid on account and in part satisfaction of the principal money secured by the debentures issued in pursuance of "the Principal Indenture" and the Indenture of the 16th day of January 1907 respectively and not on account of any arrears of interest or of deficiency coupons issued in respect of any part thereof and "the Trustees Chillagoe Debentures" shall be entitled to deal with and account for the same accordingly. This clause shall not in any way prejudice or affect in any manner whatever the terms of this Agreement or any of them so far as they relate to the purchaser or his rights powers or authorities hereunder.

*The First Schedule.*

All the property, assets, railways, leases, mineral lands, rights, goods, chattels, and things in action whatsoever and wheresoever of the Vendors and each and every of them (save only the leaseholds particularised in the Second Schedule hereto) and the assets excepted in clause 2 of this Agreement, and in particular all rights, powers, privileges, authorities, and concessions of the said Companies of the second, third, fourth, and fifth parts and each and every of them under the said \**"The Mareeba to Chillagoe Railway Act of 1897"* and †*"The Etheridge Railway Act of 1906,"* including every right, interest, claim, and demand whatsoever for payment of purchase moneys and any subsidy or bonus and every payment whatever to which the Vendors and each and every of them may be entitled to under and by virtue of the said Acts or either of them, and in particular the following:—

1. The Chillagoe Railway from Mareeba to Mungana, Queensland, about one hundred and three miles in length, with all sidings and branch lines, and including connection to reduction works, railway works, water tanks, yards, station buildings, residences, and goods sheds, workshops, fitting-shop, rolling-stock, plant, stores, machinery, and appliances; head office at Chillagoe and furniture; inter-office telephone system; local telephone connection; electric light from smelters; one Perry Bilson safe, 3 ft. 6 in. by 2 ft. 6 in. by 2 ft. 6 in.; one only Monarch typewriter; telephone system from Mungana to Mareeba.

2. The Etheridge Railway, about one hundred and forty-six miles in length, constructed under †*"The Etheridge Railway Act of 1906"* (Queensland), extending from the Chillagoe Railway to Forsayth, with all sidings and branch lines and including all railway works, water tanks, yards, station buildings, residences, workshops, goods sheds, rolling-stock, plant, stores, machinery, and appliances belonging thereto; and offices and office furniture; and equipment lighting systems; telephone services connected therewith.

3. The Chillagoe Reduction Works at Chillagoe connected with the Chillagoe Railway, and including three modern blast furnaces, necessary machinery, and equipment; copper converters, assay, and

\* 61 Vic. No. 19, *supra*, page 4187.

† 6 Edw. VII. No. 2, *supra*, page 4129.

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sampling appliances; and all storehouses, offices, residences, and other buildings and erections; and all plant, machinery, fittings, furniture, office furniture, and equipment, and chattels of every kind belonging thereto, including the following:—

## ORE TREATMENT AND REDUCTION.

The Central plant situate at Chillagoe—a smelter plant, consisting of boiler-house, blower-room, electrical power room with electrical repair room, blast furnace, smelting and converter house, sampling-room; assay, analytical, and sample preparatory rooms; roasting plant; water supply and reticulation; electrical power transmission; repair shops (blacksmith's foundry, pattern makers', moulders', carpenters', and tinmiths' shops); store-rooms (general plant and stores, engineers' stores, assayers' stores, tackle-room, paint shop, oil store, naphtha store, &c.); ice-making plant; railway supply and discharge lines and sidings; offices and furniture, more particularly:—

*Boiler-room—*

- 4 Water tube compound Heine boilers (200 h.p. each)
- 3 Water tube compound Babcock and Wilcox boilers (250 h.p. each; total h.p., 1550)
- 1 Weir feed pump (9 in. by 21 in.)
- 2 Worthington duplex feed pumps (each 9 in. by 5 in. by 10 in.)
- 1 Kennedy water meter, 2 in. boiler plant fitted complete with steam mains, brick flue and stack, and all boiler and pump fittings complete
- 1 Bathroom
- 1 Oil storeroom

Earth floored.

*Blower-room—*

- 1 Samuelson compound marine type engine (h.p. 120), rope drives to 1 Ingersoll-Rand duplex compound air compressor, 24½ in. by 18 in. (capacity 2,200 cubic feet per minute), D class
- 1 Robey horizontal compound engine (h.p. 220)
- 1 Robey horizontal compound engine (h.p. 350)
- 1 Thompson's compound duplex high duty air compressor, steam driven (3,000 cubic feet per minute)
- 1 Ingersoll-Rand steam-driven air compressor, 14 in. by 18 in. A class
- 4 Samuelson Acme blowers, 110 cubic feet per revolution
- 1 Allen and Sons' condenser, 600 sq. feet, complete with air and water circulating pumps
- 1 Worthington compressor, complete air and water circulating pumps
- 1 Allen Siemen's motor-driven turbine pump, 36,000 gallons per hour
- 1 Siemen's motor to drive same, 30 h.p., 1,500 revolutions, 500 volts



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Switchboard and starter complete.

- 1 Worthington duplex pump, 8 in. by 5 in.
- 1 Westinghouse compound air compressor, steam transmission, recording instruments, shafting, pulleys, belt, and rope drives, Steam and water mains, fitted complete.

Concrete floored.

*Electrical Power Room—*

- 2 Allen Siemen's 150 k.v.a. alternating current generators, with condensers complete, fitted with 5-panel switchboard and control
- 1 Allen Westinghouse, 75 kilowats, direct current generator
- 1 Siemen's 67½ kilowats, direct current motor generator
- 1 Ransome Sims Parker, 20 kilowats, direct current generator
- 1 Direct current, 5-panel switchboard and control complete
- 1 Subdistributing board

Concrete floored.

*Electrical Repair Shop—*

Containing sundry stores, large arc lamps, motors, telephones, cables, wires, lathe, drilling machine, fittings, and appliances.

BLAST FURNACE, SMELTING, AND CONVERTER HOUSE.

*Blast Furnace House, containing 6 stands for blast furnaces—*

- 1st stand incomplete, water jackets and crucible not in position
- 2nd stand complete (jackets at present dismantled), with matte launders and fire hearth
- 3rd stand, mantle, columns only
- 4th stand, same as 2, but with water and air service
- 5th stand, iron columns, mantle, and crucible only
- 6th stand, water jacket and copper furnace complete, with 2 mild steel firehearths

Blast mains, water services, air reticulation, &c., complete, brick flue and stack.

*Sundries—*

- 22 Side tip trucks
- 4 Matte settling pots
- 44 Hand slag pots
- 15 Double bowl horse slag pots and 7 spare bowls for same
- 2 Spare fronts for copper furnace
- Large quantity Hadfield steel wheels for horse slag pots
- 2 Krupp ore feeders
- 4 Matte ladles
- 4 Charge trucks
- 100 Water jacket spares
- 10 Iron copper mould carriages (5 moulds each)
- Quantity furnace tuyeres
- 2 Fore hearth carriages
- 3 Bullion mould trucks
- 4 Lead bailing kettles
- 1 Avery platform scale

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*Converter House—*

- Overhead electric travelling crane (2 hoists, 2 motions)
- 2 Blowing stands complete with turning gear, &c.; vessels 6 ft. by 8 ft.
- 1 5 h.p. motor and control
- 7 Spare converter vessels
- 4 Mould carriages and moulds
- 1 Under floor motor driven winch
- 1 Ladle carrier (under floor)
- 2 Turn tables
- 2 Retaining cranes complete with air rammers
- 3 Overhead hand cranes
- 2 Bell driven pug mills (pans 7 ft. diameter)
- 1 Pooley Dutch end beam weighing machine
- 1 Radial drilling machine
- 5 h.p. motor and control

Cast-iron floor.

*Feed Floor—*

- Ore bins and ore bedding (wooden box bins), wooden floor
- 4 3 ft. 6 in. rail tracks in bedding floor connected with railway system; tramway system connected with sample room and inclined road to dump
- 1 Electric winch, driven by
- 1 6 h.p. motor
- 5 Furnace charging scales
- 30 Mild steel charging barrows

*Sampling Room—*

- 10 Wooden box ore bins
- 1 Blake Marsden rock breaker, 16 in. by 8 in.
- 1 Baxter rock breaker, 16 in. by 9 in.
- 1 Jaques gyratory crusher, No. 2
- 1 Dodge rock breaker, 12 in. by 8 in.
- 1 Set Roger rolls, 20 in. by 12 in.
- 1 Vixin automatic ore sampler
- 1 Conveyor belt from sampler to Dodge breaker (16 in. wide)
- 1 Snyder sampling machine
- 1 Snyder sampling machine, No. 2
- 1 Conveyor belt to No. 2 Snyder sampler
- 2 Ore elevators
- 1 Two-cylinder Marshall portable engine and boiler (temporarily installed)
- 1 Wilfay table with ore feeder
- 1 Elevator
- 1 60 h.p. Siemen's motor switchboard and starter complete
- 1 Ingersoll-Rand air compressor and receiver (belt driven T 11 class air cylinder, 7 in. by 9 in.)
- 3 Discard bins, counter shaft, pulleys, drives complete

Floored with mild steel.

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## ASSAY, ANALYTICAL, AND SAMPLE PREPARATORY ROOMS.

*Sample Preparatory Room—*

- 1 5 h.p. motor switchboard, control, shafting, pulleys, and belts complete
- 1 Braun's 4 in. by 2½ in. rock breaker; 1 Braun's disc pulveriser
- 1 Gyratory crusher
- 1 Blister copper grinding machine
- 1 Cupel making machine
- 1 Flotation experimental machine
- 1 Counter scale
- 1 Moisture determining scale
- 1 Sample quartering machine
- 1 Beam balance, 13 in. (rough)
- 2 Bucking boards
- 1 Drying furnace
- Quantity sampling tins, sieves, screens, scoops, &c.

*Assay Office—*

- 1 Chemical balance, 6 in. beam
- 1 Oertling balance, 8 in. beam
- 1 Oertling analytical balance, 8 in. beam
- 1 Ainsworth and Sons' analytical balance, 7 in. beam
- 1 Oertling prill balance, 10 in. beam
- 1 Ainsworth and Sons' prill balance, 5 in. beam, automatic weighing
- 1 Becker's pulp balance, 8 in. beam
- 1 Moisture determining scales
- 1 Set silver 1000-1 gramme Oertling weights
- 1 Set silver 1000-1 gramme Oertling weights
- 1 Set assay ton weights, 4 tons down
- 1 Set assay weights, 1,000 grains down (Oertling)
- 1 Set assay weights, 50 grains down (broken set)
- 1 Set assay weights, 1,000 grains down
- 1 Set weights, 10 grains down
- 1 Set weights, 1 oz. down
- 1 Set assay ton weights, 4 tons to .05 ton
- 1 Set assay weights, 50 grains down (Oertling)
- 2 Agate mortars
- 4 Desiccators
- Glass apparatus, lamps, hydrometers, thermometers, blow pipes, spirit lamps, burettes, condensers, bolt tubes, carbonic acid apparatus, prill palates, retort stands, &c.
- 1 Set hydrometers, complete
- 2 Platinum crucibles with lids
- 2 Platinum dishes
- 2 Platinum spirals
- 1 Silver dish
- Quantity silver, zinc, platinum, &c.

*Chillagoe and Etheridge Railways Act. 9 GEO. V. No. 17,**Analytical Room—*

2 Hot plate furnaces

Benches, chemicals, chemical apparatus, glassware retorts and stands, filter stands, assay stores, &amp;c.

*Furnace Room—*

3 Muffle furnaces

2 Wind furnaces

1 Set rolls

*Store Room—*

Glass, earthen pottery, porcelain ware, chemicals, acids, &amp;c.

*Water Still Room—*

1 Water still

*Roasting Plant—*

Consisting of crushers, storage bins, Edwards' roasters, Huntingdon-Herblein roasters, and Dwight Lloyd process electrically driven

*Crushers—*

2 3 ft. 6 in. rail track services

1 No. 5 Gates gyratory breaker

2 36 in. by 18 in. Krupp rolls

2 Krupp automatic ore feeders with chutes leading to them

1 Ore elevator, complete from rolls to storage bins

1 Belt conveyor and distributing jockey over storage bins

1 30 h.p. alternating current motor counter shafting, pulleys, belting, &amp;c., complete

1 Wooden water tank, 16 ft. by 16 ft. diameter

1 Double cylinder double drum steam winch, 8 in. by 12 in.

1 Inclined skipway double track with skips complete

1 Hand winch (6 tons)

1 60 h.p. motor switchboard meter and control driving Gates breaker

1 60 h.p. motor switchboard meter and control driving rolls

1 Concrete sump

Wood floor.

*Roasters—*

1 60 h.p. motor switchboard and control complete

4 Edwards' furnaces and fittings complete, with feed hoppers, elevators, and push conveyor discharges

13 Ore bins

Wooden feed floor

Brick flue and stack

Blast main from smelters to roasters

1 Small feed pump

1 Siemen's alternating current, 30 h.p. motor complete, with 2 starters, switchboard, &amp;c., driving Edwards' furnaces

7 Scoop trucks

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- 12 10-ton kettles
- 12 Mild steel storage bins
- 1 5-ton kettle
- 1 30 h.p. motor driving
- 1 Skip elevator
- Kettles complete, with hoods, gates, blast mains, &c.
- 1 Bathroom

Feed floor wood.

*Dwight Lloyd Plant, consisting of—*

- 1 Chilian mill (large)
- 1 Ore feed
- 1 Push conveyor
- 1 Elevator
- 1 Dwight Lloyd machine
- 1 Mild steel chimney
- 1 60 h.p. motor
- 1 30 h.p. motor
- Switchboard meters, conhole, &c., complete.

Earth floor—feed floor, wooden.

*Water Supply—*

- 1 Vertical boiler, 75 lb. pressure
- 1 Feed pump for same
- 1 Blake duplex steam pump, 6 in. by 3 in. by 7 in.
- 1 Worthington triplex pump, belt driven 5 in. by 6 in.
- 1 Siemen's electric motor, direct current, 13 h.p., with switchboard and control complete (1 Siemen's alternating current motor, 30 h.p., switchboard and control complete)
- 1 Gwynne 3-throw pump
- 1 Concrete weir over Station Creek, Chillagoe
- 1 2 in. hydraulic ram
- 1 1 in. hydraulic ram
- Pumping Station connected with smelters by an 8-in. main; water pumped to greater height than smelters, and gravitates through all works, buildings, railway buildings, residences, &c., and supplies fire service
- 1 20,000-gallon black iron tank
- 6 Wooden tanks, 16 ft. by 16 ft. diameter
- 1 Concrete reservoir for condensed water
- 3 Concrete reservoirs
- 3 Water cooling towers

*Circulation—*

- 1 Steam-driven Tangye duplex crank pump, 4 in. water and 9 in. stroke
- 2 Duplex Knowles steam pump, 10 in. by 14 in. by 10 in.

*Electrical Power Transmission—*

Power is supplied all throughout smelters, roasters, and other works; railway shops and all these and railway buildings, offices, residences, &c., are electrically lit.

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*Repair Shops—*

Consisting of machine blacksmith's foundry, moulders' and patternmakers', carpenters', and tinsmiths' shops.

*Machine Shop—*

- 1 Lathe, 20 ft. by 12½ in.
- 1 Lathe, 14 ft. by 7 in.
- 1 Large lathe
- 1 Shaping machine
- 1 Radial drill
- 1 Large grindstone
- 1 Double emery grinder
- 2 Pipe and bolt screwing machines
- 1 Sturtevant fan, 6 in.
- 1 20 h.p. Westinghouse direct current motor, with switchboard meter, &c., complete
- Work benches, lockers, fitters' tools, shafting, belts, pulleys, &c.

*Blacksmiths' Shop—*

- 4 Forges
- 1 Radial drill machine
- 1 Pair plate bedding-rolls, 8 ft.
- 1 Pair plate bedding-rolls, 4 ft.
- 2 Pairs angle iron bedding-rolls
- 1 Platform scale (1 ton)
- 1 Punching and shearing machine
- 1 Mine cage
- 7 Charge barrows
- Anvils, tools, &c.

Earth floor.

*Foundry—*

- 1 Electric winch
- 1 Motor-driven crane for breaking cast iron
- 1 Blast furnace

*Moulding Floor—*

- 1 Overhead travelling crane
- 2 Brass furnaces
- 1 Drying oven
- Ladles, core boxes, moulders' tools, quantity smelter steel
- 1 Sand-shifting machine

*Pattern Shop—*

- 1 Wood-turning lathe
- 1 Band saw
- 2 Emery saw-sharpening machines
- 1 Universal wood worker
- 1 Perfect vyce
- 1 Fox trimming machine
- Bench turning and wood-working tools, large quantity patterns

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*Carpenters' Shop—*

Quantity timber

*Tinsmiths' Shop—*

Tools and patterns

STORE ROOMS.

Consisting of general plant and stores, engineer's stores, assayer's stores, tackle-room, paint shop, oil store, naphtha store, explosives magazine, &c.

*General*—Store-room contains machine parts, leather, glass, and other material, tools, waste, stationery, &c.

*Assayer's Store-room*—Spare parts, belting, bolts, screws, pulleys, springs, hydraulic punching machine, conveyer parts, elevator buckets, bearings, rock drills, pump parts, Dwight Lloyd parts, &c.

*Tackle-room*—Ropes, chains, jacks, block tackles, and general lifting gear.

*Paint Room*—Painters' tools and paints

*Oil Store*—Quantities different oils and caustic soda.

*Naphtha Store*—Benzine, &c.

*Explosive Magazine*—Explosives.

*Ice-making Plant*—Capacity 2 tons per day. Plant by Werner, Melbourne.

1 30 h.p. alternating current motor.

1 20 h.p. alternating current motor

Switchboard, starters, pulley, shafting, compressor, &c., complete

1 Storage-room

RAILWAY SUPPLY AND DISCHARGE LINES.

About 10 miles of railway and tramway lines throughout the works and on the dump.

OFFICES AND FURNITURE.

*General Office—*

Safe about 3 ft. 6 in. by 2 ft. 6 in. by 2 ft. 6 in.

1 International time-recording clock

1 Chubb safe, 6 ft. by 3 ft. by 3 ft.

1 Egli Millionair calculating machine

1 Elliott Fisher table typewriter

3 Remington No. 11 typewriters

1 Roneo duplicator

1 Safe, 3ft. 6 in. by 2 ft. 6 in. by 2 ft. 6 in. (by Phillips)

1 Copy press

Clocks

1 Bicycle

Pigeon-holes, shelving, tables, chairs, &c.

*Survey Office—*

3 Dumpy levels

2 Blick typewriters (out of order)

1 Drafting table

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- 1 Miner's dial  
Drafting instruments and material
- 2 Staffs  
Plans

*Engineer's and Drafting Office—*

- 1 Schaffer and Bundenberg air recorder
- 1 Telephone tester
- 2 Telephone testers
- 1 Century testing set
- 1 Shunt for same
- 1 Transformer
- 1 Edisman ohmeter and generator
- 1 Single phase wattmeter, alternating current
- 1 Galvanometer
- 1 Universal drafting machine
- 5 T squares  
Drafting instruments and material
- 1 5 in. Tornaghi theodolite
- 1 Blue printing machine
- 1 Dobbie-McInnes engine indicator
- 1 Reducing wheel  
Quantity plans  
Plan cabinets, tables, shelves, pigeon-holes, &c.
- 1 Ingersoll-Rand Little David rock drill  
Quantity turners' and smiths' tools, hammers, stocks, and dies, jacks, spanners, chisels, wrenches, augers, taps, drills, high speed steel Kilby spanners, &c.

*Furniture—*

- Offices furnished throughout
- Senior officer's quarters, furnished
- Mine manager's residence, partly furnished
- General manager's residence, partly furnished
- Railway manager's residence, furnished
- Junior officer's quarters, furnished

## GENERAL PLANT AND STORES.

*Buildings*—Pumping station, boiler-house, blower-house, furnaces, converters, and sampling mill house, assay house, crusher house, Edwards' furnace house, Dwight Lloyd roaster house, motor house for same. Offices (3 buildings); machine and moulders, &c., house; ice plant; electric power house; shift boss's office; paint and tackle house; carpenters' and tinmiths' house; store house (main building), concrete floor, shelf, fixtures, lean-to attached covering, ironracks yard fenced with galvanised iron; oil store-room; feed store room; and lean-to on fence covering general heavy stores. Concrete naphtha pit; explosive magazine; stables (20 horse stalls, feed room, and coach-house); stableman's cottage; senior officer's quarters; general manager's residence; engineer's residence; mine manager's residence; railway manager's residence; line foreman's residence; junior officers' quarters; storeman's cottage; station-master's cottage; electrician's quarters; metallurgist's residence; and 3 workmen's cottages; 3 fire sheds



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*Live Stock—*

- 2 Buggy horses
- 1 Saddle horse

*Vehicles and Harness—*

- 1 Double-seated Abbot buggy (pole)
- 1 Single-seated Abbot buggy (shafts)
- 1 One horse dray
- 1 Springcart
- 1 Set double buggy harness
- 1 Set single buggy harness
- 1 Set springcart harness
- 1 Dray saddle
- 1 Riding saddle

*Telephone Service—*

- Inter-office service
- Service from post office exchange
- Works service, 25 point exchange

*Plants, Tools, &c., not previously included—*

- 1 Kerosene engine, 5 h.p., Tangye
- 6 200-gallon oil tanks with cocks and gauges
- 1 100-gallon oil tank with cock and gauge
- 1 Small hand winch
- 1 Rushton Proctor 14 h.p. portable engine and boiler double cylinder
- 1 Dean single-cylinder pump
- 1 Double-cylinder engine
- 1 Iron saw bench
- 1 Large steamship's winch, double cylinder
- 1 Hand winch
- 1 Horizontal multitubular boiler
- 1 Marine type compound engine, 120 h.p.
- 1 Small steam winch
- 1 Horizontal multitubular boiler and chimney
- 1 Vertical boiler
- 1 Fairbanks (20-ton) weighbridge and ramp
- 1 Brick-making machine
- 6 Large pulleys
- 1 Loco type multitubular Robey 15 h.p. boiler
- 1 Hand winch, 15 cwt.
- 2 Two-ton tramway weighbridges
- 3 Fire reels
- 3 Counter scales
- 2 Spare rolls for Krupp rolls
- 72 Trucks, 2-ft. gauge
- 15 Truck wheels
- Tools for yard gang
- Scrap iron, mild steel, and wrought iron
- Copper ore
- Lead ore
- Chrome iron ore
- Iron flux

4. All the Properties, Mines, and Mining Leases following, that is to say :—

HELD BY THE CHILLAGOE COMPANY, LIMITED

Designation of Holding	Area.		Locality.	When Acquired.	From Whom.	Encumbrances.
	A.	R. P.				
Certificate of Title No. N 5384, Vol. 119, Fol. 215	120	0 0	Einasleigh River, known as Portion 1, County of Copperfield, Parish of Paroola	16-12-16	New Einasleigh Copper Mines, Limited	Nil.
Mineral Leases—						
No. 23 Chillagoe (1852) .. ..	4	3 8 $\frac{1}{10}$	Redcap .. ..	3-8-09	The New Chillagoe Railway and Mines, Ltd.	Nil. Tramway.
No. 24 Chillagoe (1853) .. ..	9	3 20	Station Creek, Chillagoe	3-8-09	The New Chillagoe Railway and Mines, Ltd.	Nil. Dam.
No. 25 Chillagoe (1854) .. ..	2	1 16	Boomerang .. ..	3-8-09	The New Chillagoe Railway and Mines, Ltd.	Nil. Tramway.
No. 60 Chillagoe (2384) .. ..	10	0 0	Mt. Lucy .. ..	12-4-11	Alexander Reginald Back, Executor, and Annie Josephine Back, Executrix, in the Estate of Fredk. Back	Nil.
No. 61 Chillagoe (2385) .. ..	10	0 0	Mt. Lucy South .. ..	12-4-11	Alexander Reginald Back, Executor, and Annie Josephine Back, Executrix, in the Estate of Fredk. Back	Nil.
No. 62 Chillagoe (2386) .. ..	5	0 0	Mt. Lucy West .. ..	12-4-11	Alexander Reginald Back, Executor, and Annie Josephine Back, Executrix, in the Estate of Fredk. Back	Nil.
No. 81 Chillagoe (2724) .. ..	0	1 7	Chillagoe .. ..	1-3-07	Crown .. ..	Nil. Consols Siding No. 1.
No. 82 Chillagoe (2725) .. ..	0	0 18 $\frac{1}{10}$	Chillagoe .. ..	1-3-07	Crown .. ..	Nil. Consols Siding No. 2.
No. 108 Chillagoe (2956) .. ..	17	0 0	Smelters Junction .. ..	1-11-07	Crown .. ..	Nil. Tramway Triangle
No. 112 Chillagoe (2990) .. ..	10	1 12 $\frac{8}{10}$	Mt. Lucy .. ..	1-12-07	Crown .. ..	Nil. Tramway.

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HELD BY THE CHILLAGOE COMPANY, LIMITED—*continued.*

Designation of Holding.	Area.		Locality.	When Acquired.	From Whom.	Encumbrances.
	A.	B. P.				
<b>Miners' Homestead Leases—</b>						
No. 4 Chillagoe (325) .. ..	80	0 0	Station Creek .. ..	21-11-10	Thos. John Greenway ..	Nil.
No. 6 Chillagoe (327) .. ..	80	0 0	Station Creek .. ..	21-11-10	Fredk. Baek .. ..	Nil.
No. 7 Chillagoe (328) .. ..	80	0 0	Station Creek .. ..	21-11-10	Robt. Edwd. Gardiner ..	Nil.
No. 8 Chillagoe (329) .. ..	80	0 0	Station Creek .. ..	21-11-10	Edward Denham Pike ..	Nil.
No. 9 Chillagoe (330) .. ..	80	0 0	Station Creek .. ..	21-11-10	Wm. Miller .. ..	Nil.
<b>Gold Mining Leases—</b>						
No. 603 Etheridge .. ..	10	0 0	Percyville .. ..	30-9-09	John Colley .. ..	Nil.
No. 671 Etheridge .. ..	10	0 0	Percyville .. ..	1-7-11	Crown .. ..	Nil.
No. 651 Etheridge .. ..	6	0 0	Forsayth .. ..	1-2-11	Crown .. ..	Nil.
No. 654 Etheridge .. ..	7	0 0	Forsayth .. ..	1-3-11	Crown .. ..	Nil.
Mineral Lease, No. 146 Etheridge ..	2	0 0	Einasleigh .. ..	9-7-12	New Einasleigh Copper Mines, Limited	Nil. Tramway. No title issued; will transfer all rights.
<b>Miners' Homestead Leases—</b>						
No. 630 Etheridge .. ..	5	0 0	Goldsmith's Creek ..	20-7-10	Carl Karius .. ..	Nil.
No. 697 Etheridge .. ..	20	0 0	Einasleigh .. ..	26-6-12	New Einasleigh Copper Mines, Limited	Nil.
No. 1202 Etheridge.... ..	1	2 18	Forsayth .. ..	25-11-12	Crown .. ..	Nil.
Tailings Area No. 50 .... ..	5	0 0	Queenslander, Charleston	9-11-10	Crown .. ..	Nil.

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HELD BY THE CHILLAGOE COMPANY, LIMITED—*continued.*

Designation of Holding.	Area.			Locality.	When Acquired.	From Whom.	Encumbrances.
	A.	B.	P.				
Water Right No. 52 .. .. .	..	..	..	Goldsmith's Creek, One Mile	20-7-10	Carl Karius .. .. .	Nil.
Machine Area No. 99 .. .. .	5	0	0	Castleton .. .. .	2-7-10	Carl Karius .. .. .	Nil
Machine Area No. 100 .. .. .	5	0	0	Goldsmith's Creek .. .. .	2-7-10	Carl Karius .. .. .	Nil.
Machine Area No. 115 . . . . .	2	2	0	Havelock .. .. .	13-5-11	Crown .. .. .	Nil.
Machine Area No. 117 .. .. .	5	0	0	Percy River .. .. .	19-6-13	Crown .. .. .	Nil.
Machine Area No. 120 .. .. .	1	2	26	Percyville .. .. .	4-4-14	Crown .. .. .	Nil.
Gold Mining Lease No. 681 Etheridge..	6	0	0	Forsayth .. .. .	1-10-13	Alexander Maxwell, half-interest	Nil.
Water Right— No. 119 Etheridge .. .. .	One Mile	..	..	Percy River .. .. .	20-3-14 29-11-13	Walter Colley, half-interest Crown .. .. .	Nil. Nil.
No. 122 Etheridge .. .. .	Pipe Line, 1,300 ft.	..	..	Percyville .. .. .	25-5-15	Crown .. .. .	Nil.
Deed of Grant No. N 7287 Vol. 143, Fol. 161	A. 10,081	B. 1	P. 37	Known as Chillagoe Railway Reservation and Portions 1 to 10	3-8-06	Crown .. .. .	Nil.
Special Leases— No. 5 M .. .. .	40	0	0	Penzance, Redcap .. .. .	30-9-99	Chas. Wm. Chapman, Jas. Smith Reid, and John Moffat	Nil.
No. 6 M.. .. .	40	0	0	Penzance, Redcap .. .. .	30-9-99	Chas. Wm. Chapman, Jas. Smith Reid, and John Moffat	Nil
No. 7 M.. .. .	40	0	0	Penzance, Redcap .. .. .	30-9-99	Chas. Wm. Chapman, Jas. Smith Reid, and John Moffat	Nil.

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HELD BY THE CHILLAGOE COMPANY, LIMITED—*continued.*

Designation of Holding.	Area.	Locality.	When Acquired.	From Whom.	Encumbrances.
<i>Special Leases—continued—</i>	<i>A. B. P.</i>				
No. 14 M .. .. .	40 0 0	Penzance, Redcap ..	30-9-99	Chas. Wm. Chapman, Jas. Smith Reid, and John Moffat	Nil.
No. 15 M .. .. .	40 0 0	Penzance, Redcap ..	30-9-99	Chas. Wm. Chapman, Jas. Smith Reid, and John Moffat	Nil.
No. 22 M .. .. .	25 0 0	Oruba, Zillmanton ..	30-9-99	Chas. Wm. Chapman, Jas. Smith Reid, and John Moffat	Nil.
No. 23 M .. .. .	30 0 0	Oruba, Zillmanton ..	30-9-99	Chas. Wm. Chapman, Jas. Smith Reid, and John Moffat	Nil.
No. 25 M .. .. .	31 3 0	Ruddygore .. ..	30-9-99	Chas. Wm. Chapman, Jas. Smith Reid, and John Moffat	Nil.
No. 43 M .. .. .	30 0 0	Boomerang, Calcifer ..	30-9-99	Chas. Wm. Chapman, Jas. Smith Reid, and John Moffat	Nil.
Mineral Lease No. 12 Chillagoe (1724)	75 0 16	Station Creek .. ..	1-1-01	Crown .. .. .	Nil. (Smelter site.)
<i>Miners' Homestead Leases—</i>					
No. 5 Chillagoe (326) .. .. .	80 0 0	Station Creek .. ..	11-1-00	Crown .. .. .	Nil.
No. 20 Chillagoe (441) .. .. .	5 0 0	Chillagoe .. .. .	14-9-01	Crown .. .. .	Nil.

## HELD ON BEHALF OF CHILLAGOE COMPANIES.

Designation of Holding.	Area.	Locality.	When Acquired.	From Whom.	Encumbrances.	Lessee.
	A. R. P.					
Miners' Homestead Leases— No. 19 Chillagoe (439) ..	4 3 32	Smelters Junction	5-9-01	Crown .. ..	Subject to ability to get Transfer	Chas. Franklyn Val- entine
No. 94 Chillagoe (971) ..	6 1 24	Redcap .. ..	23-3-06	Crown .. ..	Nil .. ..	Hugh Cavanagh Mainwaring
No. 573 Chillagoe ..	3 2 8½	Mungana.. ..	8-5-11	Crown .. ..	Nil .. ..	Hugh Cavanagh Mainwaring
No. 616 Chillagoe ..	0 1 24	Charleston ..	15-4-02	Crown .. ..	Nil .. ..	John Candlish
No. 635 Chillagoe ..	0 2 0	Charleston ..	22-5-09	C. E. Norris ..	Nil .. ..	Kate Candlish
No. 1128 Chillagoe ..	5 0 0	Charleston ..	8-2-11	Crown .. ..	Nil .. ..	Ed. Gore .. ..
Cannot get Transfer—Company will hand over lease and assist to make title.						
No. 1138 Chillagoe ..	0 0 26	Forsayth .. ..	11-4-11	Crown .. ..	Nil .. ..	Alexdr. John Mac- George
No. 1139 Chillagoe ..	2 2 0	Havelock Lease	12-4-11	Crown .. ..	Nil .. ..	Alexdr. John Mac- George
No. 1170 Chillagoe ..	0 2 0	Havelock .. ..	26-8-11	Crown .. ..	Nil .. ..	Alexdr. John Mac- George
No. 1220 Chillagoe ..	1 0 0	Percyville ..	21-11-13	Crown .. ..	Nil .. ..	John Simpson
Miner's Homestead Lease— No. 10 Chillagoe (331) ..	80 0 0	Station Creek ..	13-2-11	The Chillagoe Coy., Ltd.	Nil .. ..	Patrick McDermott

Together with all unsold ore at grass, coke and other stores, unsold metals on hand derived from or belonging to the said properties and mines, or any of them, and all buildings, erections, plant, machinery, fixtures, fittings, stores, tools, chattels, articles, and things on the same properties or mines, or any of them, or belonging thereto, including the following:—

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## MINES AND EQUIPMENT.

*Lime Quarries—*

Quarries—two served by a 3 ft. 6 in. gauge line—two tracks  
Brick and iron kiln (capacity 6 tons per day), shed, tools, &c.

*Silica Quarry—*

1 Side tippie, 1 yard truck  
1 Wooden landing  
Quantity silica, broken and stacked

*Mount Lucy Iron Ore Quarry—*

About 100 yards steel tram track 2 ft.  
1 Steel barrow  
3 Mine trucks  
1 Landing stage  
1 Chute (40 ft. long)  
1 Four-compartment ore bin  
1 Side tippie, 1 yard truck  
About 1,200 tons iron ore broken and stacked

## REDCAP MINES.

*McIllwraith and Penzance Shaft—*

1 Compound double drum winch, 8 in. by 12 in.  
1 Shed  
1 Blacksmith's shop (tumbled down)  
1 Two-chambered shaft (250 ft.)  
2 Pulley wheels on head gear  
1 Set poppet legs  
1 Flying fox leading from open cut and gear  
1 2-in. pipe line, about 150 ft.  
1 Chinaman ore bin  
1 Truck  
1 Safety mine cage  
1 Other shaft

*Morrison Shaft—*

1 Marshall portable engine and boiler, single cylinder  
2 Walkers Limited multitubular colonial type boilers combined  
54 h.p.  
1 Pearn feed pump  
1 Walkers Limited double-drum geared winding winch;  
cylinder, 12 in. by 14 in.; drums, 6 ft.  
2 1-in. mining ropes (steel)  
1 horizontal single-cylinder pumping engine geared to Cornish  
pump, 21 in. by 36 in., with steam pipes complete  
1 Cornish pump  
Boiler house, winding and pump engine house, store, stables,  
and residence  
1 Mining bucket  
Quantity mining timber

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- 1 Three-chambered shaft
- 2 Safety mine cages
- 1 Double poppet heads
- 1 Landing and ore bins
- 4 Mining trucks
- 1 Trolley
- Quantity truck parts.

## ZILLMANTON MINES.

*Reid Shaft—*

- 1 Babcock and Wilcox multitubular boiler, 1,619 sq. ft., complete.
  - 1 Feed pump
  - 5 Water softening tanks
  - Quantity 2-in. piping
  - 1 Chimney stack, mild steel, 80 ft. by 3 ft. diameter
  - 1 Brick flue
  - 1 Building housing boiler and engines
  - 1 Horizontal single-cylinder engine driving Cornish pump (geared), 24 in. by 48 in., steam main to boiler
  - 1 Single-drum ship's winch, 6 in. by 10 in.
  - 1 Double cylinder double-drum geared winch, Walkers' Ltd., 8 in. by 12 in.
  - 1 Mining steel rope,  $\frac{3}{4}$  in.
  - 1 Samuelson marine type compound engine, 120 h.p., extended shaft and flywheel pulley
  - 1 Ingersoll-Rand double-stage air compressor belt, driven Class J., air cylinders  $12\frac{1}{4}$  in. by 12 in. and  $18\frac{1}{4}$  in. by 12 in., with
  - 1 Air receiver attached, size 11 ft. by  $4\frac{1}{2}$  ft.
  - 2 Long sinking pumps (auxiliary valves missing on both)
  - 17 Lengths mining ladders
  - 2 Sets poppet legs
  - 3 Pit head pulley wheels
  - 1 Mining truck
  - 1 Cornish pump, 15 in., dismantled; but all complete parts of pump; 49 15 ft. by 9 ft. cast-iron columns; 1 wind bore, 12 ft. mild steel; 1 cast-iron wind bore, 6 ft.; 1 duck foot cast-iron bend; 1 15-in. bend; 1 H piece; 3 valve boxes; 1 plunger, 9 ft.; and all head gear.
  - Four-chambered shaft, 15 ft. by 4 ft. (350 ft. deep)
  - 1 Air shaft
  - 1 Store-room
  - Pump parts, tools, bolts, trolley wheels, and miscellaneous mining gear.
  - 1 Mine foreman's residence.
- No. 1 Shaft—*
- 1 Chinaman ore bin set
  - 1 Three-chambered shaft



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- 1 Gallows frame, poppet head and legs
- 2 Pit head pulley wheels
- 1 Walkers Ltd. double cylinder double drum geared winding winch, 8 in. by 12 in.
- 1  $\frac{7}{8}$  in. steel mining rope
- 1 Horizontal single cylinder steam engine, spur geared to
- 1 Cornish pump
- 1 Multitubular colonial type boiler, No. 247
- 1 Walkers' Ltd. multitubular colonial type boiler, No. 246
- 1 Wooden circular saw bench
- 2 Running out trolleys for same
- 5 Lengths mining ladders
- 2 Bailing tanks, 6 ft. by 2 ft. by 3 ft.
- 1 Egg-ended air receiver, 17 ft. by 5 ft.
- 1 Safety mining cage
- 1 Ingersoll-Rand air compressor
- 1 Winding winch
- 1 Weir Meredith vanner
- 1 Forge (no bellows)
- The Cornish pump is 13 in., and is dismantled, the parts lying at surface are—1 H piece, 3 valve boxes, 13 9-ft. columns, 1 12-in. working barrel, 1 6-in. wind bore.
- 2 Small mining buckets
- $\frac{1}{2}$  Ton lime
- 1 Store and office
- Quantity working tools, pump parts, bolts, piston rings, steel shovels, trucks, truck parts, jacks, tackle, and other miscellaneous mining gear.

*No. 2 Shaft—*

- 1 Two-chambered air shaft, poppet legs, and pulley (single)
- 1 Building housing engine boiler, &c.
- 1 Change room
- 1 Store
- 1 Walkers Limited horizontal multitubular boiler, colonial type, No. 244
- 1 Feed water heater
- 1 Walkers Limited two-cylinder double drum geared winding engine; cylinder, 12 in. by 18 in.; drums, 6 ft.; complete
- 1 Horizontal single-cylinder engine, 24 in. by 48 in., geared to
- 1 Cornish pump
- 1 Safety mine cage
- 2 Bailing tanks
- 6 Mine trucks
- 1 Mining bucket
- 3 Bucket fittings
- 1 Timber barrow
- Quantity miscellaneous piping
- 2 Shaft chairs
- 12 Lengths ladder

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- 1 Timber trolley
- 1 Underground timber trolley
- 1 Three-chambered shaft, 14 ft. by 4 ft. (depth, 350 ft.), connected with No. 1 and air shafts
- 1 Set Chinaman ore bins
- 2 Large and one small pit head pulleys
- 1 1½-in. steel mining rope

Cornish pump has been taken out of shaft, and is at surface. It consists of—2 13-in. working barrels; 1 9-in. plunger; 19-in. bend; 1 12-in. plunger; 33 13-in. columns cast iron, length 9 ft.; 1 wind bore, 9 in.; 1 wind bore, 13 in.; 20 wooden 14-in. columns, length about 10 ft.; 2 13-in. H pieces; 3 valve boxes, 13 in.; 1 12-in. plunger; 1 16-in. working barrel; 1 15-in. wind bore, 12 ft. long; 3 16-in. valve boxes; 1 16-in. column, 9 ft. long.

PROPERTY OWNED BY THE CHILLAGOE COMPANY, LIMITED, ON  
THE EINASLEIGH FREEHOLD COPPER MINE.

- 2 Steam engines, aggregate h.p. 400
  - 2 Single winding gear
  - 16 Rock drills
  - 1 Air compressor
-

## THE SECOND SCHEDULE.

HELD BY THE CHILLAGOE COMPANY, LIMITED.

Designation of Holding.	Area.		Locality.		When Acquired.	From Whom.			Encumbrances.
Mineral (Coal Mining) Leases—	A.	R.	P.						
No. 398 Chillagoe .. .. .	640	0	0	Mt. Mulligan .. ..	1-4-14	Crown	..	..	Mortgage No. 382 Chillagoe; and Lien No. 1657 Chil- lagoe for £15,000 (Mortgage, Bank of Australasia).
No. 399 Chillagoe .. .. .	640	0	0	Mt. Mulligan .. ..	1-4-14	Crown	..	..	
No. 384 Chillagoe .. .. .	155	1	9	Mt. Mulligan .. ..	1-11-13	Crown	..	..	
No. 342 Chillagoe .. .. .	320	0	0	Mt. Mulligan .. ..	8-7-14	Ed. John Johnstone Rodda			
Mineral Lease No. 415 Chillagoe ..	18	3	15	Mt. Mulligan .. ..	1-11-14	Crown	..	..	..

## HELD ON BEHALF OF CHILLAGOE COMPANIES.

Designation of Holding.	Area.		Locality.		When Acquired.	From Whom.			Encumbrances.	Lessee.
Mineral (Coal Mining) Leases—	A.	R.	P.							
No. 397 Chillagoe .. .. .	640	0	0	Mt. Mulligan .. ..	1-4-14	Crown	..	..	Nil .. .. .	John Moffat
No. 400 Chillagoe .. .. .	640	0	0	Mt. Mulligan .. ..	1-4-14	Crown	..	..	Nil .. .. .	John Moffat
No. 417 Chillagoe .. .. .	320	0	0	Mt. Mulligan .. ..	1-1-15	Crown	..	..	Nil .. .. .	John Moffat
No. 418 Chillagoe .. .. .	640	0	0	Mt. Mulligan .. ..	1-1-15	Crown	..	..	Nil .. .. .	John Moffat

*Chillagoe and Etheridge Railways Act. 9 GEO. V. No. 17,*

IN WITNESS whereof the said parties hereto have executed these presents the day and year first hereinbefore written.

SIGNED SEALED AND DELIVERED }  
 by the said CHARLES AUGUSTIN } W. STAWELL.  
 HANSON by his attorney WILLIAM }  
 STAWELL in the presence of

C. H. LEWES,  
 Law Clerk, Melbourne.

SIGNED SEALED AND DELIVERED }  
 by the said WILLIAM COTESWORTH } W. STAWELL  
 BOND by his attorney WILLIAM }  
 STAWELL in the presence of

C. H. LEWES,  
 Law Clerk, Melbourne.

THE COMMON SEAL of The Chillagoe }  
 Railway and Mines Limited was }  
 hereunto affixed by order of the }  
 Directors in the presence of

J. S. REID } Directors.  
 V. J. SADDLER }  
 C. L. HEWITT, Secretary.

THE COMMON SEAL of The New }  
 Chillagoe Railway and Mines Limited }  
 was hereunto affixed by order of the }  
 Directors in the presence of

J. S. REID } Directors.  
 V. J. SADDLER }  
 C. L. HEWITT, Secretary

THE COMMON SEAL of The Chillagoe }  
 Company Limited was hereunto }  
 affixed by the Liquidator thereof }  
 in the presence of

C. L. HEWITT, Liquidator

SIGNED SEALED AND DELIVERED }  
 by the said CYRUS LENNOX HEWITT } C. L. HEWITT.  
 in the presence of

W. H. WALKER,  
 Melbourne, Solicitor.

THE COMMON SEAL of Chillagoe }  
 Limited was hereunto affixed by }  
 order of the Directors in the pre- }  
 sence of

J. S. REID } Directors.  
 V. J. SADDLER }  
 C. L. HEWITT, Secretary.

1918. *Chillagoe and Etheridge Railways Act.*

SIGNED SEALED AND DELIVERED  
by the said JOHN HARRY COYNE in  
the presence of } J. HARRY COYNE.  
A. J. CROWTHER.

SIGNED SEALED AND DELIVERED  
by the said EDWARD FANCOURT  
MITCHELL in the presence of } E. F. MITCHELL.  
C. H. LEWES,  
Law Clerk, Melbourne.

## SECOND SCHEDULE.

### AGREEMENT.

THIS AGREEMENT made the Twelfth day of November One thousand nine hundred and seventeen BETWEEN CHILLAGOE LIMITED a Company duly incorporated and registered as a Joint Stock Company under the provisions of \**The Companies Acts 1863 to 1909*" (hereinafter called the "Company" which expression where the context admits or requires shall be deemed to extend to and include Chillagoe Limited and its successors and assigns) of the one part and THE HONOURABLE EDWARD GRANVILLE THEODORE the Treasurer of Queensland for and on behalf of the Government of Queensland and duly authorised by the said Government in this behalf (hereinafter called "the Minister" which expression where the context admits or requires shall be deemed to extend to and include the successors in office and assigns of The Honourable Edward Granville Theodore) of the other part:

WHEREAS the Company is the lessee of or entitled to certain Coal-fields (specified in the Schedule hereto) at Mount Mulligan in the State of Queensland and has applied to the Minister to advance to the Company or at the option of the Company to guarantee the account of the Company with a Bank for a sum not exceeding Ninety thousand pounds to be expended by the Company for the objects and for the work and for the purposes and to the extent hereinafter set forth which the Minister has for the considerations herein appearing agreed to do upon the terms and conditions hereinafter contained:

NOW THIS AGREEMENT WITNESSETH that it is hereby agreed between the parties hereto as follows:—

1. The Minister will advance to the Company or at the option of the Company will guarantee the account of the Company with a Bank approved by the Minister (hereinafter called "the Bank") for a sum not exceeding Ninety thousand pounds for Five years from the date of this Agreement. Such advance by the Minister or by the Bank shall be expended by the Company in the following manner:—

(a) A sum not exceeding Sixty thousand pounds upon the purchase and erection of coke ovens machinery plant

\* 27 Vic. No. 4 and amending Acts, *supra*, pages 186 *et seq.*

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and accessories and the conservation and laying on of water at the said mines of the Company above ground at such place on the leasehold properties specified in the Schedule hereto as the Minister may reasonably determine by writing signed by himself

- (b) A sum not exceeding Five thousand pounds in underground development work in the said mines as the Minister may from time to time reasonably determine by writing signed by himself to be available to the Company as and when required by it The Company shall furnish quarterly statements to the Minister showing the nature of the development executed during the preceding quarter and the cost thereof If it shall be found that any part or parts of the said sum of £5,000 is not required for such development work then such part or parts may with the consent in writing of the Minister be diverted to any other purposes
- (c) A sum not exceeding Twenty-five thousand pounds for discharging the present obligations of the Company including the Einasleigh Debentures and interest and also for such initial expenses and general purposes as may be approved of by the Minister in writing.

## 2.—

- (a) For the purposes and works indicated in sub-clauses (a) and (b) of the last clause or any of them the Company shall not obtain any sum or advance from the Bank upon any account guaranteed by the Minister unless the Minister shall from time to time by writing authorise the Bank to make such advance or pay such sum.
- (b) All moneys to be available to discharge the Einasleigh Debentures pursuant to Clause 1 (c) hereof shall from time to time be advanced and paid by the Minister or the Bank on receipt of a certificate under the seal of the Company and endorsed "approved" by the Minister in which the Company shall certify to the Minister the denomination and numbers of the debentures purchased and the consideration to be paid therefor and also undertake with the Minister to hand over to the Minister within three months after the date of such certificate the debentures so purchased and all moneys to be available to discharge the existing obligations of the Company pursuant to Clause 1 (c) hereof shall be advanced and paid in exchange for properly executed discharges or releases in respect of such obligations respectively.

3: The Company shall once at least in every three months submit to the Minister for his approval (not to be unreasonably withheld) a statement in writing showing the estimated amounts respectively proposed to be expended by the Company during the period of three months then ensuing in or about all or any of the purposes hereinbefore in Sub-clauses (a) and (b) of Clause 1 mentioned and specifying as far as possible the manner in which and the objects respectively for which it is so proposed to expend

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*Chillagoe and Etheridge Railways Act.*

such amounts respectively and the Minister or some person appointed by him in writing to act shall forthwith deal with the same and give his determination thereon in writing

The Company shall expend the amounts respectively so estimated in the manner and/or for the objects and purposes which have been approved of in writing by the Minister and not otherwise and to the satisfaction expressed in writing of the Minister or of any person whom he may appoint in that behalf in writing.

4.—

- (a) As to a sum of Five thousand pounds part of the sum of Sixty thousand pounds mentioned in Clause 1 (a) hereof the Minister shall advance or at the option of the Company shall in writing authorise the Bank to advance the said sum of Five thousand pounds to the Company pursuant to this Agreement immediately the Company commences operations and notifies the Minister in writing thereof
- (b) With respect to any machinery and plant mentioned and comprised in Clause 1 (a) hereof which shall be purchased by the Company outside Australia the Minister shall advance or at the option of the Company shall in writing authorise the Bank to advance the amount of the purchase moneys respectively therefor in exchange for the respective Bills of Lading therefor to a port in Queensland and the respective Insurance Policies thereon the said Bills of Lading and Insurance Policies being duly transferred to the Minister and with respect to any machinery and plant mentioned and comprised in Clause 1 (a) hereof which shall be purchased by the Company in Australia the Minister shall advance or at the option of the Company shall authorise the Bank to advance the amount of the purchase moneys respectively therefor upon the delivery thereof at one or other of the leasehold properties specified in the Schedule hereto and in every case immediately upon such payment the machinery and plant shall be subject to and the Company shall hold and be deemed to hold the same subject to the Bill of Sale hereinafter mentioned and shall execute all such further assurances and writings as may be required by the Minister to make the same an effective security for the advances to be made or guaranteed under this Agreement and unless such effective security can be made the Minister shall not be bound to authorise any such payment as aforesaid
- (c) The Company shall furnish monthly statements and pay sheets and accounts of all moneys which the Company has expended or incurred pursuant to this Agreement and if such expenditure has been incurred or expended in accordance with this Agreement to the satisfaction expressed in writing of the Minister or of any person whom he may appoint in writing in that behalf the Minister shall immediately thereupon advance or at the option of the Company shall by writing authorise the

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Bank to advance to the Company or pay on its behalf upon the Account guaranteed by the Minister as aforesaid the amounts so incurred or expended by the Company.

Thereafter but subject to Sub-clauses (a) and (b) of this Clause and not otherwise the Minister shall be deemed to have authorised the advance of such sum by the Bank to the Company and the Minister shall not be deemed to be in any way responsible for or to have become surety for any sum or sums which the Bank may advance to the Company or which the Company may become liable to pay to the Bank save and except such sums as the Minister shall by writing authorise the Bank to advance.

5. The Company shall immediately upon the execution of this Agreement give and execute to the Minister a Bill of Sale over all such machinery plant and other property to be purchased and erected pursuant to this Agreement and all machinery plant and effects of which the Company may now be possessed or entitled or may at any future time during the continuance of this Agreement become possessed or entitled and also a Mortgage over the said Leaseholds of the Company specified in the Schedule hereto and any Leaseholds of or to which the Company may at any future time during the continuance of this Agreement become possessed or entitled and such further and other securities as the Minister may reasonably require for securing to the said Government the repayment by the Company of all sums of money and interest thereon as aforesaid which the Minister may advance or become liable to pay to the Bank in pursuance of this Agreement:

PROVIDED that in case any of the covenants provisoes or agreements contained herein or in the said Mortgage or other securities shall in any way modify or be inconsistent with the covenants conditions provisoes or agreements to be contained in such Bill of Sale or any of them then this Agreement and such Mortgage and other security shall be read and construed without such modifying or inconsistent covenant or agreement and as if the same were not included and did not form part of this Agreement or such Mortgage or other security. When and as soon as the Company shall pay or cause to be paid all principal interest and other moneys which may be due or owing by it in respect of any such advances as aforesaid or otherwise under or by virtue of this Agreement the Minister will execute or cause to be executed at the cost and expense of the Company all such discharges re-conveyances and re-assignments as shall be necessary or proper for releasing the Company therefrom and discharging the said Bill of Sale Mortgage and other securities and clearing the Company's title to the respective property thereby mortgaged or charged therefrom.

6. The Company shall repay to the Minister and or to the Bank all sums of money so advanced by the Minister and or the Bank to the Company in pursuance of this Agreement on or before the first day of January One thousand nine hundred and twenty-three and shall until repayment pay to the Minister and or to the Bank on the first day of January and the first day of July in every year interest on such sums as shall from time to time be owing at the



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*Chillagoe and Etheridge Railways Act.*

rate of interest for the time being chargeable by the Bank or to the Queensland Government (as certified by the Minister) respectively.

7. The Company hereby covenants with the Minister that it will duly and punctually pay to the Minister and or the Bank all and every sum and sums of money which the Minister and or the Bank may advance to the Company pursuant to this Agreement together with interest thereon as aforesaid and that as regards the Minister if the Minister shall pay to the Bank any sum or sums of money in pursuance of his guarantee the Company shall thereupon immediately pay to the Minister the amount or amounts so paid by the Minister to the Bank together with interest at the rate aforesaid until repayment.

8. The Minister or the Government shall not in any way be deemed to be a partner of the Company.

9. Until repayment in full to the Minister and or the Bank of all moneys advanced by the Minister and or the Bank or paid by the Minister to the Bank in pursuance of this Agreement and all interest thereon the Company shall—

- (a) Supply to the said Government for use on the Northern railway system of the Queensland Government Railways meaning thereby the Railways now in existence centred in and known as the Cairns system (and also for use on the Innisfail-Mourilyan Tramway) from the actual output of its mines on the said leasehold properties all such coal and coke in such quantities and at such times as the said Government shall require and such output shall be capable of supplying at a price (to be ascertained and payable quarterly) Seven and one-half per centum higher than the total cost of the production and delivery of such coal and coke including in the cost of production managerial and administration expenses (except all payments to directors) and royalties rents and interest for the time being payable by the Company in respect of any sums advanced pursuant to this Agreement but not including any "on cost" expenses or agency fees or expenses of a similar nature
- (b) At some suitable place at the said mines or other place approved by the Minister keep proper books and accounts which shall show all expenditure and receipts in connection with all operations carried on at the said mine and such books and accounts shall at all times be open to the inspection of the Minister or any person appointed by him in that behalf
- (c) Supply to the Minister in the month of December in every year or as soon thereafter as may be practicable verified copies of the half-yearly or annual statements of accounts assets liabilities profits and losses connected with the operations of the Company at such mines of the

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Company or in connection with the operations of the Company carried on thereat

and the Company shall not—

- (d) Without the approval in writing of the Minister (which approval shall not be unreasonably withheld) reconstruct or attempt any reconstruction of the Company or alter or attempt to alter the Memorandum or Articles of Association thereof
- (e) Make any distribution of any moneys to the shareholders of the Company by way of dividends or bonuses or in any other manner whatsoever whilst any money is owing by it under this Agreement.

10. If any default shall be made by the Company in the performance observance or fulfilment of any covenant condition or agreement on its part under or in pursuance of this Agreement to be performed observed fulfilled or kept the moneys then owing by the Company to the Minister and or the Bank pursuant to this Agreement shall immediately become due and payable notwithstanding that the time for payment shall not then have arrived and the Minister shall be released from any and every obligation whether to advance or pay any further sum or sums or to guarantee the advance or payment of any further sum or sums by the Bank notwithstanding that the sums of Sixty thousand pounds and Five thousand pounds and Twenty-five thousand pounds shall not then be advanced wholly or in part respectively and the Minister may immediately on such default institute all such proceedings to compel and enforce payment of all moneys then advanced and or paid by the Minister and or the Bank pursuant to this Agreement and interest thereon as aforesaid as he may think fit and that waiver of any default shall not prejudice or affect or be deemed a waiver of the rights powers and authorities of the Minister pursuant to this Agreement under and by virtue of any later default whether of the same nature as the earlier default or not.

11. Any dispute or difference arising between the Minister and the Company as to whether in any case under Clauses 1, 3, and 9 hereof or any of them any expression of satisfaction in writing or approval or consent (as the case may be) of the Minister is unreasonably or improperly withheld shall be referred to one arbitrator mutually selected or failing such selection then to two arbitrators and an umpire appointed in accordance with the provisions of the \**Interdict Act of 1867* of the State of Queensland or any statutory modification alteration or amendment thereof and the decision given in any difference or dispute so referred shall be final and binding on both parties and this or any other agreement or submission to arbitration may be made a Rule of the High Court of Australia and/or of the Supreme Courts of all or any of the States of the Commonwealth of Australia on the application of either party. The costs of every such reference to arbitration and of the Award to be made thereunder shall be in the discretion of the arbitrator or arbitrators or umpire as the case may be.

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\* 31 Vic. No. 11, *supra*, page 2387.

## SCHEDULE.

HELD BY THE CHILLAGOE COMPANY, LIMITED.

Designation of Holding.	Area.	Locality.	When Acquired.	From Whom.	Encumbrances.
Mineral (Coal Mining) Leases— No. 398 Chillagoe .. .. .	A. R. P. 640 0 0	Mt. Mulligan .. ..	1-4-14	Crown .. .. .	} Mortgage No. 382 Chillagoe; and Lien No. 1657 Chillagoe for £15,000 (Mortgagee, Bank of Australasia).
No. 399 Chillagoe .. .. .	640 0 0	Mt. Mulligan .. ..	1-4-14	Crown .. .. .	
No. 384 Chillagoe .. .. .	155 1 9	Mt. Mulligan .. ..	1-11-13	Crown .. .. .	
No. 342 Chillagoe .. .. .	320 0 0	Mt. Mulligan .. ..	8-7-14	Ed. John Johnstone Rodda	
Mineral Lease No. 415 Chillagoe ..	18 3 15	Mt. Mulligan .. ..	1-11-14	Crown .. .. .	

HELD ON BEHALF OF CHILLAGOE COMPANIES.

Designation of Holding.	Area.	Locality.	When Acquired.	From Whom.	Encumbrances.	Lessee.
Mineral (Coal Mining) Leases— No. 397 Chillagoe .. .. .	A. R. P. 640 0 0	Mt. Mulligan .. ..	1-4-14	Crown .. .. .	Nil .. .. .	John Moffat
No. 400 Chillagoe .. .. .	640 0 0	Mt. Mulligan .. ..	1-4-14	Crown .. .. .	Nil .. .. .	John Moffat
No. 417 Chillagoe .. .. .	320 0 0	Mt. Mulligan .. ..	1-1-15	Crown .. .. .	Nil .. .. .	John Moffat
No. 418 Chillagoe .. .. .	640 0 0	Mt. Mulligan .. ..	1-1-15	Crown .. .. .	Nil .. .. .	John Moffat

1918.

Chillagoe and Etheridge Railways Act.

RAILWAYS.

8665

*Charters Towers Water Board Act Amendment.* 9 GEO. V. No. 6,

In witness whereof the parties hereto have executed these presents the day and year first abovewritten.

THE COMMON SEAL of Chillagoe }  
Limited was hereunto affixed by }  
order of the Directors in the presence }  
of }

J. S. REID, Director.



C. L. HEWITT, Secretary.

SIGNED SEALED AND DELIVERED }  
by the Honourable EDWARD GRAN- }  
VILLE THEODORE the Treasurer of } EDWARD G. THEODORE  
Queensland in the presence of }

W. F. WEBB,  
Crown Solicitor, Brisbane.

WATER SUPPLY.

*Charters Towers Water Board Act Amendment Act* of 1918 .. 9 Geo. V. No. 6  
*Metropolitan and Ipswich Water Supply and*  
*Sewerage Acts Amendment Act of 1918* .. 9 Geo. V. No. 18

9 Geo. V. No. 6. **An Act to Alter the Constitution of the Charters Towers Water Board, and for other incidental purposes.**

THE  
CHARTERS  
TOWERS  
WATER  
BOARD ACT  
AMENDMENT  
ACT OF 1918.

[ASSENTED TO 24TH SEPTEMBER, 1918.]

**B**E it enacted by the King's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and Legislative Assembly of Queensland in Parliament assembled, and by the authority of the same, as follows :—

Short title and construction.

1. This Act may be cited as "*The Charters Towers Water Board Act Amendment Act of 1918*," and shall be read as one with \*"*The Charters Towers Water Board Act of 1906*."

Amendments of 6 Edw. VII. No. 8.

2. (1.) \*"*The Charters Towers Water Board Act of 1906*" is amended as follows :—

In section two, in the definition of "Water Board," after the words "Charters Towers," the words "as

\* 6 Edw. VII. No. 8, *supra*, page 4416.