ANNO SEXAGESIMO TERTIO ET SEXAGESIMO QUARTO

VICTORIAE REGINÆ.

A.D. 1900.

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Private Act.

An Act to authorise "The Broken Hill Proprietary Company, Limited," to construct, maintain, and work by Steam Traction, or other Mechanical Means, a Tramway through, over, and along a certain strip or parcel of Crown Lands from Hummock Hill, in the Hundred of Randell, County of York, situate at and near False Bay, Spencer's Gulf, in the Province of South Australia, to Iron Knob, situate in the County of Manchester, in the said Province, and for that purpose to acquire from the Crown a Perpetual Lease (free from all existing Leases) of the said strip or parcel of Crown Lands situate in the Counties of York and Manchester, and also of a certain piece or parcel of Crown Lands situate near Hummock Hill aforesaid, and to erect on Crown Lands, forming in greater part portion of the foreshore and land covered with the sea, situate near Hummock Hill aforesaid, in False Bay aforesaid, certain Jetties, Wharves, and Quays to be used in connection with the said Tramway, and to acquire from the Crown a licence to maintain and use such Jetties, Wharves, and Quays, and for other purposes.

[Assented to, December 5th, 1900.]

WHEREAS The Broken Hill Proprietary Company, Limited, a Company duly incorporated in the colony of Victoria, carries on at Port Pirie, in the Province of South Australia, a large and extensive business of smelting, reducing, and refining mineral ores:

And
And whereas the said Company requires for and in such business large quantities of ironstone for flux: And whereas the said Company has recently acquired from the Crown nine mineral leases, numbered 1659 to 1667, both inclusive, issued under “The Mining Act, 1893,” of nine mineral sections of land, numbered 564, 565, 566, 567, 568, 569, 570, 571, and 572, respectively, situate at Iron Knob, south of Corunna Hill, in the county of Manchester, in the said province, for a term of forty-two years from the thirtieth day of June, one thousand eight hundred and ninety-nine, for the purpose of seeking for, finding, winning, and obtaining metals and minerals, not being gold, coal, or mineral oil therein, subject to the provisions of the said Mining Act, 1893, and the regulations made in pursuance thereof: And whereas the lands comprised in the said mineral leases contain great quantities of ironstone suitable for flux: And whereas, by reason of distance and want of means and appliances of transit and by reason of the difficulties of transit and conveyance, it is at present impracticable to raise and win the said ironstone and to convey the same from the said lands to Port Pirie: And whereas it is desirable that the said Company shall be at liberty to provide and use convenient, suitable, and advantageous means and appliances for conveyance of such ironstone from the said lands to Port Pirie, and as and for such means and appliances tramways for traction by steam or other mechanical means and jetties may conveniently be constructed, maintained, and worked: And whereas the said Company is willing at its own expense to construct, maintain, and work such tramways in accordance with certain plans deposited at the office of the Surveyor-General, Adelaide, on the twenty-first day of August, one thousand nine hundred, and also said jetties, but the authority of Parliament is requisite to enable the said Company so to do: And whereas great local and public advantage would arise from the construction, maintenance, and working of such tramways and jetties: And whereas it is desirable to confer upon the said Company all rights, powers, privileges, and immunities necessary or convenient for the construction, maintenance, and working of such tramways and jetties, and for that purpose entitle the said Company to a lease in perpetuity from the Crown of, firstly, all that the said strip or parcel of Crown lands from Hummock Hill aforesaid to Iron Knob aforesaid, containing five hundred and forty-five and one-quarter acres or thereabouts, which said strip or parcel of Crown lands is more particularly delineated and shown in the said deposited plans; and of, secondly, all that piece of Crown lands containing five acres or thereabouts, and extending from the said strip or parcel of Crown lands firstly described to the high-water mark, and which is more particularly delineated and shown in the said deposited plans, and to acquire from the Crown a licence to maintain and use such jetties—Be it therefore Enacted by the Governor of the Province of South Australia, with the advice and consent of the Parliament of the said province, as follows:

1. This Act may be cited for all purposes as “The Broken Hill Proprietary Company, Limited’s, Hummock Hill to Iron Knob Tramways and Jetties Act, 1900.”

2. The
2. The clauses and provisions of "The General Tramways Act, 1884" (save so far as they are hereinafter varied or excepted, or are inconsistent with the provisions of this Act), shall be incorporated with this Act, and apply, so far as they may be applicable, to the tramways, works, and undertakings hereby authorised.

3. The clauses and provisions of the Railways Clauses Consolidation Act, and all Acts amending the same, shall not apply to the tramways, works, and undertakings hereby authorised.

4. In the construction of this Act, unless there shall be something in the subject matter or context repugnant to such meanings—

The expression "the Company" shall mean "The Broken Hill Proprietary Company, Limited," and its successors:

The expression "the tramways" shall mean the tramways by this Act authorised, or any part thereof:

The expression "the deposited plans" shall mean the plan of the tramways and of the Crown lands of which the Company are entitled by this Act to acquire from the Crown a perpetual lease, which plans were deposited in the office of the Surveyor-General, at the Government Offices, Adelaide, on the twenty-first day of August, one thousand nine hundred.

5. Subject to the provisions of this Act, the company may make, form, lay down, construct, maintain, and work on the lines and levels shown in the deposited plans, and within the limits of the deviations of such lines, as shown in the deposited plans, the tramways hereinafter described in the next succeeding section of this Act, or such portion thereof as the Company may think expedient, with all proper rails, plates, works, sidings, junctions, stations, locomotive sheds, houses, buildings, approaches, and conveniences connected therewith.

6. The tramways hereinafter referred to and authorised by this Act are as follows:—

A single line of tramway 33 miles 5 furlongs and 4·11 chains in length, with the sidings shown in the deposited plans.

The centre line of the said tramway commences at a point marked A on the deposited plans, situate near high-water mark on the north side of Hummock Hill aforesaid, in miscellaneous lease No. 6529, in the hundred of Randell, county of York, at the south-western end of False Bay, Spencer's Gulf aforesaid, distant 1 furlong 6·31 chains, on a magnetic bearing of 10° 54', from a trigonometrical station on Hummock Hill aforesaid; and runs thence in a west-north-westerly direction, on a magnetic bearing of 295°, for a distance of 4 furlongs 3·37 chains; and thence on a curve to the right of one mile radius for a distance of 4·19 chains; thence on a magnetic bearing of 298° for a distance of 5 furlongs 9·07 chains; thence on a curve to the left of one mile radius for a distance of 1 furlong 0·47 chains; thence on a magnetic bearing of 290° 30' for
for a distance of 2 miles 1'66 chains; thence on a curve to the right of one mile radius for a distance of 4'24 chains; thence on a magnetic bearing of 293° 32' for a distance of 1 furlong 9'71 chains where it cuts the northern boundary of the said hundred of Randell, marked "K" on the deposited plans.

The said centre line of the said tramways then continues on the said magnetic bearing of 293° 32' in pastoral lease No. 673, in the said county of York, for a distance of 2 furlongs 3'57 chains, to a point on the boundary line between the said pastoral lease No. 673 and pastoral lease No. 278, in the said county of York, marked "B" on the deposited plans.

The said centre line of the said tramway then runs from the said point marked "B" on the deposited plans on the said magnetic bearing of 293° 32' through the said pastoral lease 278, in the said county of York, for a distance of 6 miles 2 furlongs 7'76 chains, to a point on the boundary line between the said pastoral lease No. 278 and pastoral lease (formerly numbered 362 and recently reverted to the Crown) in the said county of York, marked "C" on the deposited plans.

The said centre line of the said tramway then continues from the said point marked "C" on the deposited plans on the said magnetic bearing of 293° 32' for a distance of 5 furlongs 9'50 chains; thence on a curve to the right of 4 furlongs radius for a distance of 1 furlong 0'19 chains; thence on a magnetic bearing of 308° 8' for a distance of 2 miles 3 furlongs 0'74 chains to a point on the boundary line between the said pastoral lease formerly No. 362 (since reverted to the Crown) and pastoral lease formerly No. 374 (now included in pastoral lease No. 765) in the said county of York, marked "D" on the deposited plans.

The said centre line of the said tramway then runs from the said point marked "D" on the deposited plans in a north-westerly direction on a magnetic bearing of 308° 8' for a distance of 5 miles 1 furlong 6 chains through the said pastoral lease, formerly No. 374, now included in pastoral lease No. 765, to a point on the boundary line between the said pastoral lease formerly No. 374 and pastoral lease formerly No. 313 in the county of Manchester (now included in the said pastoral lease No. 765) and on the boundary line between the said county of York and the said county of Manchester, marked "E" on the deposited plans.

The said centre line of the said tramway then continues from the said point marked "E" on the deposited plans on the said magnetic bearing of 308° 8' for a distance of 3 miles 1 furlong 0'39 chains; through the said pastoral lease, formerly No. 313 and now included in pastoral lease No. 765, to a point on the boundary line between the said pastoral lease formerly No. 313, now included in the said pastoral lease No. 765 and pastoral lease No. 340 in the said county of Manchester, marked "F" on the deposited plans.

The said centre line of the said tramway then continues from the said point marked "F" on the deposited plans on the said magnetic bearing
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bearing of 308° 8' for a distance of 1 mile 3 furlongs 7-08 chains thence on a curve to the left of one mile radius for a distance of 4-7 chains; thence in a north-westerly direction on a magnetic bearing of 304° 46' for a distance of 6 furlongs 2-86 chains, all in the said pastoral lease No 340, to a point on the boundary line between the said pastoral lease No 340 and pastoral lease No. 603 in the said county of Manchester, marked "G" on the deposited plans.

The said centre line of the said tramway then continues from the said point marked "G" on the deposited plans on the said magnetic bearing of 304° 46', for a distance of 4 furlongs 8-72 chains through the said pastoral lease No. 603 to a point on the boundary line between the said pastoral lease No. 603 and pastoral lease No. 627 in the said county of Manchester, marked "H" on the deposited plans.

The said centre line of the said tramway then continues from the said point marked "H" on the said magnetic bearing of 304° 46' for a distance of 6 miles 7 furlongs 5-9 chains through the said pastoral lease No. 627, to a point on the boundary line between the said pastoral lease No. 627 and pastoral lease No. 112 in the said county of Manchester, marked "I" on the deposited plans.

The said centre line of the said tramway then continues from the said point marked "I" on the deposited plans on the said magnetic bearing of 304° 46' for a distance of 4-54 chains; thence on a curve to the right of 4 furlongs radius for a distance of 2 furlongs 2-29 chains; thence on a magnetic bearing of 336° 42' for a distance of 1 mile 3 furlongs 7-16 chains through the said pastoral lease No. 112 to a point situate on the said pastoral lease near Iron Knob aforesaid, and marked "J" on the deposited plans.

Also a single line of tramway 4 furlongs in length with the sidings shown in the deposited plans; the centre line of which tramway extends from the said point marked "A" on the deposited plans, seawards on a magnetic bearing of 115° from the said point marked "A" over and along a certain jetty proposed to be erected on a piece of Crown lands forming in greater part portion of the foreshore and of land covered with sea, situate near Hummock Hill aforesaid, in False Bay aforesaid, for a distance of 4 furlongs to the sea end of the said jetty to a point marked "L" on the deposited plans, with power to the Company on any extension of such jetty to extend such tramways over and along such extension.

7. The Company may cut sufficient spaces or openings through the three vermin-proof fences vested in or under the control of the Vermin Board of the District of Pandurra erected across the said lines of tramway hereinbefore referred to, and authorised by this Act, and along the respective boundaries between pastoral leases numbered 278 and 362 in the said county of York, and between pastoral leases numbered 313 and 340 in the said county of Manchester, and between pastoral leases numbered 627 and 112 in the said county of Manchester respectively, to enable the said lines of
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of tramways to be made, joined, laid down, constructed, maintained, and worked in manner authorised by this Act: Provided that the Company shall erect and at all times maintain good and sufficient vermin-proof gates across the respective openings or spaces caused by such cuttings such gates to be constructed in such a manner as, when closed, to render the said openings and spaces so to be cut as aforesaid vermin-proof within the meaning of the Vermin-proof Act, 1894, and of all Acts now or hereafter amending the same, and that the Company shall keep such gates constantly closed and securely fastened, but may open any of such gates so long as may be necessary to enable any tramways, engines, wagons, or carriages, or other conveyances to pass through the same, or for the purpose of any traffic passing through the same, or so long as may be necessary for any other purpose authorised by this Act.

The Company shall, at its own cost, during the term of the lease in perpetuity hereinafter mentioned, keep and maintain all vermin-proof fences on the lands included in the said lease in good repair and vermin-proof within the meaning of the Vermin-proof Act, 1894, and of all Acts now or hereafter amending the same.

8. Immediately after the coming into operation of this Act the Company shall be entitled to a grant from the Governor, in the name and on behalf of the Crown, of a lease in perpetuity (free from all existing Crown leases and encumbrances) of—

Firstly, all those Crown lands containing 545½ acres or thereabouts, being that portion of Crown lands included in miscellaneous lease No. 6529, in the hundred of Randell, county of York, containing 19½ acres or thereabouts, and commencing at the said point marked "A" on the deposited plans, situate near high-water mark on the north side of Hummock Hill aforesaid, in miscellaneous lease No. 6529, in the hundred of Randell, county of York, at the south-western end of False Bay, Spencer's Gulf aforesaid, distant 1 furlong 6·31 chains on a magnetic bearing of 10° 54' from a trigonometrical station on Hummock Hill aforesaid, and thence running in a south-south-westerly direction from the said point "A" on a magnetic bearing of 205° for a distance of 1 furlong; thence on a magnetic bearing of 295° for a distance of 1 furlong 5 chains; thence on a magnetic bearing of 25° for a distance of 1 furlong 3 chains; thence on a magnetic bearing of 115° for a distance of 1 furlong 5 chains; thence on a magnetic bearing of 205° for a distance of 3 chains to said point of commencement marked "A" on the deposited plans. And also being that portion of the Crown lands included in the said miscellaneous lease No. 6529, and in pastoral leases No. 673 and No. 278, in the said county of York, and in pastoral lease formerly No. 362, in the said county of York, which has recently been cancelled and reverted to the Crown, and in those two pastoral leases formerly Nos. 374 and 313 respectively, in the said county of York, but which have been surrendered, and the lands
lands therein leased are now included in pastoral lease No. 765 and in pastoral leases Nos. 340, 603, and 627, in the said county of Manchester, which consists of a strip of land of the width of 50 links from and on each side of the centre line of the said tramways as shewn in the deposited plans, commencing at a point situate on the centre line of the said tramways distant 1 furlong 5 chains from the said point marked "A" on a magnetic bearing from the said point marked "A" of 295°, and extending for a distance of 31 miles 5 furlongs 5-12 chains along the centre line of the said tramways, as shewn on the deposited plans and as described in section 6 of this Act, to a point marked "I" on the deposited plans. And also being that portion of Crown lands included in pastoral lease No. 112, in the said county of Manchester, being a strip of land of the width of 50 links from and on each side of the centre line of the said tramways extending along the said centre line of the said tramways, as shewn on the deposited plans, from the said point "I" on the deposited plans to a point distant 4 furlongs 2 chains from the said point "I." And also being that portion of the said pastoral lease No. 112 commencing at the last-mentioned point on the said centre line of the said tramways distant 4 furlongs 2 chains from the said point "I," and running thence in a westerly direction on a magnetic bearing of 264° 30' for a distance of 2 furlongs to the south-eastern corner of the said mineral section No. 572, situated at Iron Knob, south of Corunna Hill aforesaid; thence in a northerly direction along the eastern boundaries of the said mineral sections No. 572 and No. 569, situated at Iron Knob aforesaid, on a magnetic bearing of 354° 30', for a distance of 4 furlongs 2 chains and 22 links; thence in a westerly direction along the northern boundary of the said mineral sections No. 569 and No. 568, situated at Iron Knob aforesaid, on a magnetic bearing of 264° 30' for a distance of 3 furlongs 1 chain; thence in a northerly direction along the eastern boundary of the said mineral section No. 566 situated at Iron Knob aforesaid on a magnetic bearing of 84° 30' for a distance of 1 furlong; thence in a northerly direction along the eastern boundary of the said mineral sections No. 565 and No. 564, situated at Iron Knob aforesaid, on a magnetic bearing of 354° 30' for a distance of 4 furlongs; thence in an easterly direction on a magnetic bearing of 84° 30' for a distance of 1 furlong 3 chains; thence in a south-easterly direction on a magnetic bearing of 156° 42' for a distance of 1 mile 2 furlongs and 8 chains; thence in a westerly direction on a magnetic bearing of 264° 30' for a distance of 5 chains to the said point of commencement on the said centre line of the said tramways, all of which Crown lands hereinbefore described are colored red on the deposited plans: Provided that in the event of the Company making any deviations of the said centre line of the said tramways within the limits of 5 chains from and on each side of the said centre line throughout the whole or any portion of
of the length of such tramways from the said point on the said centre line of the said tramways distant 1 furlong 5 chains from the said point "A" on a magnetic bearing of 295° from the said point "A" to the said point on the said centre line of the said tramways distant 4 furlongs and 2 chains from the said point "1" on the deposited plans, then the said strip or parcel of land to be included in such lease in perpetuity shall be of the width of 50 chains on each side of the said centre line of the said tramways for the length so deviated:

Secondly, all that piece of Crown land being portion of the said miscellaneous lease No. 6529, containing 5 acres or thereabouts, which said piece of land commences at the said point marked "A" on the deposited plans, and runs thence in a south-south-westerly direction on a magnetic bearing of 205° for a distance of 10 chains; and runs thence in a south-south-easterly direction on a magnetic bearing of 115° for a distance of 9 chains or thereabouts to high-water mark; and runs thence in a northerly direction along high-water mark to a point distant 2 chains or thereabouts from the said point "A" on a magnetic bearing of 25°; and runs thence on a magnetic bearing of 205° for a distance of 2 chains or thereabouts to the said point "A" of commencement, which said piece of land is more particularly delineated in the deposited plans:

which lease shall be in the form or to the effect set forth in the Schedule hereto, to hold the same for the purposes of this Act and subject to the annual rent, and upon the terms, provisions, and conditions set forth in the said lease so to be granted to the said Company in the said form and to the effect aforesaid.

Upon the coming into operation of Act all leases to be void so far as they comprise any lands included in the lease to the Company.

Rent to rebate proportionately.

Lessees to be compensated for loss and damage by execution of the works.

9. Immediately after the coming into operation of this Act all leases from the Crown heretofore granted and all covenants therein contained shall cease, determine, and be void so far as they respectively relate to or comprise any part of the lands so included in such lease so to be granted in perpetuity to the Company as aforesaid, anything in such respective leases to the contrary notwithstanding; and thenceforth such leases shall be read as leases only of, or relating to, all other lands which they respectively comprise or to which they respectively relate. The respective lessees of such respective leases shall thereupon be entitled to a rebate of the rent payable under such respective leases, proportionately to the respective areas of leased lands which are respectively included in the said pieces of lands hereinafter directed to be leased in perpetuity to the Company. And the Company shall pay to the respective lessees compensation for the loss of their respective interests in any such areas and for any damage that may be sustained by such respective lessees by reason of the execution of the works which by this Act the Company are authorised to carry out, the amount of such compensation to be determined in the event of dispute by arbitration
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by two arbitrators, one to be appointed by the Company and the other by the person claiming compensation, or an umpire to be appointed by such arbitrators before entering upon the consideration of the matters referred to them, and the provisions of the "Arbitration Act, 1891," shall apply to such arbitration as if this provision were a submission within the meaning of the said Act.

10. Section 6 of "The General Tramways Act, 1884," shall not apply to the tramways and undertaking authorised by this Act.

Every tramway line shall be constructed and maintained with two rails, to be laid at a distance of three feet six inches from each other; and the rails used in the construction of every tramway shall be of iron or steel, and of the weight of not less than twenty pounds to the yard.

11. The third paragraph of section 24 of "The General Tramways Act, 1884," commencing with the words "No carriage used on any tramway" and ending with the words "seven feet and a half," at the end of such paragraph, shall not apply to the tramways and undertaking hereby authorised.

No carriage used on the tramways shall extend beyond the outer edge of the wheels of such carriage more than two feet on each side, nor measure in width more than eight feet.

12. The cars of the Company shall be drawn or propelled by steam traction or other mechanical means, but no engine or carriage shall travel at a greater speed than twenty-five miles an hour.

13. Section 18 of "The General Tramways Act, 1884," shall not apply to the promoters of or to the tramways and undertaking authorised by this Act.

The Company shall at all times keep the tramways and jetties in good repair and working order, and, after the end of time allowed by this Act for constructing the tramways, the Company shall provide and cause carriages, cars, and trucks in sufficient number to travel along the tramways from one terminal station to the other terminal station at least twice a week each way, at such hours and times as shall be most convenient to the Company.

14. The tramways shall be completed within three years from the passing of this Act.

15. The Company shall carry passengers, flux, and goods on the said tramways in the said carriages, cars, and trucks, to be provided in sufficient number to travel along the tramways from one terminal station to the other terminal station at least twice a week as aforesaid, and shall allow the jetty to be constructed by it pursuant to this Act to be used for the shipping or unshipping of goods.
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The Company may charge for the carriage of passengers and goods tolls and charges at rates not exceeding those at present charged on the Government railways for the same distances, and in the case of goods for goods of a similar class, and may charge for the use of such jetty wharfage, tolls, rates, dues, and charges, not exceeding those at present charged by the Marine Board of South Australia for the similar use of jetties of a similar character under its control.

16. The owners, consignors, or consignees of animals or goods carried on the tramways shall remove the same from their place of destination within a reasonable time after their arrival, to be fixed by the Company by by-law, and in default of such removal such owners, consignors, or consignees shall be liable to pay to the Company such reasonable charge until such removal, as shall be fixed by the Company by by-law.

17. The sum of One Thousand One Hundred and Twenty Pounds, being two per centum on the amount of the estimate in respect of the tramways, works, and undertaking authorised by this Act, which sum has been deposited by the Company with the Treasurer of the province in pursuance of the Joint Standing Rules and Orders of the Houses of Parliament of the province and in respect of the application for this Act, shall not be paid or transferred to or on the application of the Company unless the Company shall, previously to the expiration of the period of three years limited by this Act for the completion of the tramways hereby authorised to be made, complete and open the said tramways for the public conveyance of passengers.

18. If the tramways shall be so completed within the time so limited as aforesaid, the moneys so deposited shall be returned to the Company or its successors, or as it or they shall direct.

19. If within such period as aforesaid the Company open any portion of the tramways for the public conveyance of passengers, then, on the production of a certificate of the Engineer-in-Chief specifying the length of the portion of the tramways opened as aforesaid, and the portion of the deposit fund which bears to the whole of the deposit fund the same proportion as the length of tramways so opened bears to the entire length of the tramways hereby authorised, the Treasurer shall, on the application of the Company, order the said portion of the said deposit fund so specified in such certificate to be paid or transferred to the Company, or as it shall direct.

20. If the said period shall expire before the Company shall have opened the said tramways for the public conveyance of passengers, the said sum of money so deposited as aforesaid, or so much thereof as shall not have been repaid or transferred to the Company or as it shall have directed, shall be applicable and, after due notice in
the Government Gazette, shall be applied towards compensating any person whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the tramways, or any portion thereof, or who may have been subjected to injury or loss in consequence of the provisions of this Act or the exercise of the powers hereby conferred, and for which injury or loss no compensation, or an inadequate compensation, shall have been paid, and shall be distributed as such compensation as aforesaid in such manner and in such proportions as to the Supreme Court or any Judge thereof may seem fit, and if no such compensation shall be payable, or if a portion of the said sum of money shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum of money, or such portion thereof as shall not have been repaid or transferred and may not be required as aforesaid, shall be forfeited to Her Majesty, and accordingly be paid or transferred to and form part of the revenue of the province in such manner as such Court or Judge thinks fit to order on application of the Attorney-General, or, in the discretion of the Court, if the Company shall be insolvent and an order has been made to wind it up, or a receiver has been appointed, shall wholly or in part be paid or transferred to such receiver or to the liquidator or liquidators, or to the Company, or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof.

21. All the powers conferred by this Act shall be deemed to be in addition to, and not in derogation of, any other powers contained in "The General Tramways Act, 1884," save so far as any of such powers may be expressly varied or taken away, or may be inconsistent with the provisions of this Act.

22. The Company may erect and construct on that piece of Crown lands secondly described in section 8 of this Act and on the Crown lands consisting of the foreshore and land covered with the sea below high-water mark in False Bay aforesaid, as delineated in the deposited plans, a jetty extending seawards from the said point marked "A" on the deposited plan for a distance of four furlongs to the said point marked "L" on the deposited plans, or such portion of such jetty as the Company shall from time to time think proper, with all such necessary and proper works, buildings, approaches, roads, ways, tramways, and conveniences connected therewith, as the Company shall from time to time think proper: Provided the said jetty shall be constructed in a substantial manner.

The Company may from time to time, with the approval of the Commissioner of Public Works, erect, make, and construct on the said Crown lands in this section described such other jetties and such wharves and quays, with all necessary and proper works, buildings, approaches, roads, ways, tramways, and conveniences connected therewith, as the Company shall from time to time think proper, and the
the Company shall carry out all lawful orders and directions given by such Commissioner in reference to such erection, making, and construction, and such Commissioner and all persons authorised by him may at any time enter upon the said Crown lands and inspect such jetties, wharves, quays, works, buildings, approaches, roads, ways, tramways, and conveniences during construction and after completion.

For the purpose of erecting, making, and constructing the jetties, wharves, and quays, works, buildings, approaches, roads, ways, tramways, and conveniences mentioned in this section the Company may take, use, and occupy the said Crown lands consisting of foreshore and land covered with sea below high-water mark, as delineated in the said plan.

23. Immediately after the coming into operation of this Act the Company shall be entitled to a grant from the Governor, in the name and on behalf of the Crown, of a licence in perpetuity, subject to the annual payment of a peppercorn, if demanded, and to determination on the purchase of the tramway under section 24, to occupy, maintain, and use all such jetties, wharves, and quays, together with all the works, buildings, approaches, roads, ways, tramways, and conveniences connected therewith, as the Company shall make, erect, and construct, pursuant to the powers contained in section 22, on all the said Crown lands consisting of the said foreshore and land covered with sea below high-water mark, as delineated in the deposited plans.

24. The Governor and the South Australian Railways Commissioner, or either of them, may at any time purchase the lease granted to the Company pursuant to this Act, and the tramways and undertaking, together with all buildings on the land comprised in the lease, and the rolling-stock and plant used in the working of the said tramways, and the jetties, wharves, and quays, and all other works, buildings, approaches, roads, ways, tramways, and conveniences constructed by the Company under the powers conferred by this Act upon giving to the Company twelve calendar months' previous notice, in writing, of intention to purchase the same.

The price to be paid shall not include any consideration for the said lease, and shall not exceed the cost of such tramways and undertaking, buildings, rolling-stock, plant, jetties, wharves, and quays, and such other works, buildings, approaches, roads, ways, tramways, and conveniences, less a fair deduction for wear, tear, and depreciation, and shall be determined in default of agreement by arbitration by two arbitrators, one to be appointed by the Governor or the said Railways Commissioner, as the case may be, and the other by the Company, or an umpire to be appointed by such arbitrators before entering upon the consideration of the matters referred to them, and the provisions of the “Arbitration Act, 1891,” shall apply to such arbitration as if this provision were a submission within the meaning of the said Act.

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The Broken Hill Proprietary Company, Limited's, Hummock Hill to Iron Knob Tramways and Jetties Act, 1900.

25. In the event of the tramways being purchased by the Governor, or the South Australian Railways Commissioner, the Governor or the said Commissioner, as the case may be, shall thereafter carry goods and flux for the Company on the said tramways at rates not in excess of those in force at the time of the passing of this Act for the carriage of similar goods on the Government railways for similar distances.

26. If the tramways shall not be used by the Company for the carriage of flux from the Company's mineral leases at Iron Knob aforesaid to False Bay aforesaid for any continuous period of three years it shall be lawful for the Commissioner of Crown Lands, by notice to the Company, to cancel the lease and licence to be granted to the Company pursuant to this Act, and thereupon such lease and licence shall wholly cease and determine, and the lands comprised in such lease, and the tramways and all buildings in connection therewith on such lands, and the jetties for which any licence shall have been granted, shall by force of this Act from the time of such notice be and become vested in Her Majesty.

27. The Company shall pay to the owners thereof the value of any sheep, cattle, horses, or stock killed or injured by the working of the tramways.

28. This Act shall be deemed and taken to be a public Act, and shall be judicially noticed as such without being specially pleaded.

In the name and on behalf of Her Majesty, I hereby assent to this Bill.

TENNYSON, Governor.

In the event of the tramways being purchased, the goods and flux of company to be carried at rates not in excess of those in force on Government Railways.

If tramways disused for three years the Commissioner of Crown Lands may cancel the lease and licence, and thereupon the tramways and jetties shall become vested in Her Majesty.

Owners to be compensated for any stock killed or injured.

Act to be deemed a public Act.

SCHEDULE.
The Broken Hill Proprietary Company, Limited's, Hummock Hill to Iron Knob Tramways and Jetties Act, 1900.

SCHEDULE.

SOUTH [Royal Arms] AUSTRALIA.
Register Book
Vol. Folio

CROWN LEASE.

Perpetual under "The Broken Hill Proprietary Company, Limited's, Hummock Hill to Iron Knob Tramways and Jetties Act 1900."

Her Majesty the Queen doth hereby lease to The Broken Hill Proprietary Company Limited a company duly incorporated in the colony of Victoria which company and its successors and assigns are herein designated by the term lessees [here include the lands firstly and secondly described in section 8 of the Act] (except and reserved out of this lease all gold silver copper tin and other metals ores minerals and other substances containing metals and all gems and precious stones and all coal and mineral oils upon in or under the said lands to Her Majesty the Queen her heirs and successors and all persons lawfully claiming under or authorised by Her or them and the Commissioner of Crown Lands and all persons lawfully claiming under or authorised by her or them shall have full and free liberty of access ingress egress and regress with or without horses cattle carts drays carriages engines and all other necessary implements and things into upon and from the said premises for all reasonable purposes and to cut dig sink try search work remove and dispose of all or any of the said excepted and reserved things full compensation being made to the lessees for any loss or damage sustained by them) to be held by the lessees in perpetuity for the purposes authorised by "The Broken Hill Proprietary Company Limited's Hummock Hill to Iron Knob Tramways and Jetties Act 1900" and of all Acts now or hereafter relating to the tramways works and undertaking authorised by the said Act at the yearly rental of a peppercorn to be paid (if demanded) in advance on the day of in every year subject to the covenants and conditions following that is to say—The lessees shall not without the previous consent of Her Majesty or the Commissioner of Crown Lands assign the leased premises, and shall pay to the Treasurer of the province of South Australia the rent of a peppercorn hereby reserved (if demanded) at the time and in manner aforesaid: Provided that if and so often as at any time hereafter the powers conferred by the said Acts upon the lessees of working upon using and enjoying the said lands respectively shall wholly cease and determine in respect of any portion of such lands exceeding in continuous area ten acres it shall be lawful for Her Majesty or the Commissioner of Crown Lands to re-enter upon such portion in respect whereof the said powers shall have ceased and determined and the said Commissioner may thereupon insert a notice in the Government Gazette declaring this lease to be ended and determined so far as regards the said portion, and thereupon this lease shall cease and be determined so far as regards the said portion and shall thenceforth be deemed to be and read as a lease of the remainder of the said lands and any such notice aforesaid appearing in the Government Gazette as having been published by the authority of the said Commissioner shall in all courts and elsewhere and under all circumstances be taken to be prima facie evidence that such lease has been lawfully ended and determined so far as it is expressed in the said notice to be ended and determined.

In witness whereof His Excellency the Right Honorable Hallam Baron Tennyson Knight Commander of the Most Distinguished Order of Saint Michael and Saint George Governor and Commander-in-Chief in and over South Australia and its dependencies in the name and on behalf of Her Majesty has hereunto set his hand and the seal of the Province of South Australia and the common seal of the lessees was hereunto set this day of 1900.

The common seal of The Broken Hill Proprietary Company Limited was hereunto affixed in the presence of

[Common seal of the lessees.]

Directors.
Secretary.