

NATIONAL OIL PROPRIETARY LIMITED AGREEMENT.

No. 47 of 1939.

An Act to approve an Agreement made between the Commonwealth of Australia of the First Part, the State of New South Wales of the Second Part, and National Oil Proprietary Limited of the Third Part.

[Assented to 8th December, 1939.]

BE it enacted by the King's Most Excellent Majesty, the Senate, and the House of Representatives of the Commonwealth of Australia, as follows :—

1. This Act may be cited as the *National Oil Proprietary Limited Agreement Act 1939*. Short title.
2. This Act shall come into operation on the day on which it receives the Royal Assent. Commencement.
3. The Agreement a copy of which is set forth in the Schedule to this Act is approved and ratified. Approval and ratification of Agreement.
4. The *National Oil Proprietary Limited Agreement Act 1937* shall be read and construed as if the Fourth Schedule to the Agreement, a copy of which is set forth in the Schedule to that Act, contained, and had at the date of execution of that Agreement contained, words excluding from that Schedule the lands described in the First Part of the Schedule to the Agreement a copy of which is set forth in the Schedule to this Act. Construction of *National Oil Proprietary Limited Agreement Act 1937*.

THE SCHEDULE.

MEMORANDUM OF AGREEMENT made the 25th day of October one thousand nine hundred and thirty-nine BETWEEN THE COMMONWEALTH OF AUSTRALIA (hereinafter called "the Commonwealth") of the first part THE STATE OF NEW SOUTH WALES (hereinafter called "the State") of the second part and NATIONAL OIL PROPRIETARY LIMITED (hereinafter called "the Company") of the third part and intended to be read and construed as if endorsed upon the agreement made on the twenty-third day of July one thousand nine hundred and thirty-seven between the same parties as are parties hereto which was ratified by the National Oil Proprietary Limited Agreement Act 1937 of the Commonwealth and the National Oil Proprietary Limited Agreement Ratification Act 1937 of the State

WHEREAS it is necessary to vary the said agreement as hereinafter mentioned NOW IT IS HEREBY AGREED as follows :—

1. (a) Notwithstanding the terms of Clause 19 of the said agreement made the twenty-third day of July one thousand nine hundred and thirty-seven that clause and the other parts of that agreement shall be read and construed as if the Fourth

Schedule to that agreement contained and had at the date of execution of such agreement contained words excluding from the said Fourth Schedule the lands described in the First Part of the Schedule to this agreement.

(b) The Act of the State ratifying this agreement shall provide accordingly for the revocation of the reservation enacted by Section eight of the National Oil Proprietary Limited Agreement Ratification Act 1937 so far as concerns the land described in the First Part of the Schedule to this agreement.

2. (a) Notwithstanding the provisions of Clause 12 of the said agreement made the twenty-third day of July one thousand nine hundred and thirty-seven and the terms of the Deed of Covenant and Charge dated the twenty-eighth day of March one thousand nine hundred and thirty-nine registered Number 868 Book 1841 made by the Company in favour of the Commonwealth the Prime Minister of the Commonwealth shall have power to release without any consideration the lands described in the Schedule hereto from the provisions of Clause 12 of the said agreement and of the said Deed of Covenant and Charge to the intent that such lands shall cease to be comprised in or subject to such Deed of Covenant and Charge and the Prime Minister may deliver up to the Company all documents of title to any of the said lands.

(b) Notwithstanding the provisions of Clause 12 of the said agreement made the twenty-third day of July one thousand nine hundred and thirty-seven and the terms of the Deed of Covenant and Charge dated the twenty-eighth day of March One thousand nine hundred and thirty-nine registered Number 869 Book 1841 made by the Company in favour of the State the Premier of the State shall have power to release without any consideration the lands described in the Schedule hereto from the provisions of Clause 12 of the said agreement and of the said Deed of Covenant and Charge to the intent that such lands shall cease to be comprised in or subject to such Deed of Covenant and Charge and the Premier may deliver up to the Company all documents of title to any of the said lands.

3. In this agreement unless the context otherwise requires the expressions " Prime Minister " and " Premier " have the same respective meanings as they have in the said agreement dated the twenty-third day of July one thousand nine hundred and thirty-seven.

4. This agreement shall have no force or effect and shall not be binding on any party unless and until it is approved by the Parliaments of the Commonwealth and of the State

IN WITNESS whereof the parties hereto have executed these presents the day and year first above written—

SIGNED SEALED AND DELIVERED by the Honourable
HATTIL SPENCER FOLL the Minister for the
Interior of the Commonwealth of Australia for
and on behalf of the Commonwealth of Aus-
tralia in the presence of: } H. S. FOLL.
A. STREET.

SIGNED SEALED AND DELIVERED by the Honourable
LEWIS ORMSBY MARTIN the Minister for Public
Works of the State of New South Wales for
and on behalf of the State in the presence of: } L. O. MARTIN.
R. A. JOHNSON.

THE COMMON SEAL OF NATIONAL OIL PROPRIETARY
LIMITED was hereunto affixed by authority of
the Board of Directors in the presence of: } GEO. F. DAVIS,
Secretary. } Director.
(L.S.)

THE SCHEDULE REFERRED TO.

First Part :

All that piece or parcel of Crown land situate in the Shire of Blaxland, parish of Gindantherie, county of Cook and State of New South Wales, being part of M.L. 25, Lithgow Mining Division :—

Commencing at the south-western corner of portion 2, parish of Gindantherie ; and bounded thence on the north by the southern boundary of that portion bearing 89 degrees 53 minutes 30 seconds 16 chains 3. 7 links and part of the southern boundary

THE SCHEDULE—*continued.*

of portion 3 bearing 89 degrees 57 minutes 30 second 12 chains 34.2 links ; on the east by a line bearing 179 degrees 48 chains 60.7 links to the eastern boundary of portion 7 ; on the south by a line bearing 270 degrees 48 chains 60.7 links to the eastern boundary of portion 7 ; on the west by part of that boundary bearing 6 minutes 11 chains 38.7 links to the south western corner of portion 1 ; again on the north by the southern boundary of that portion, being lines successively bearing 89 degrees 45 minutes 30 seconds 15 chains 5.5 links and 89 degrees 43 minutes 10 seconds 5 chains 0.5 link ; and again on the west by part of the eastern boundary of that portion bearing 359 degrees 52 minutes 45 seconds 10 chains 4.5 links to the point of commencement ; having an area of 84 acres 34½ perches or thereabouts.

Second Part :

All that piece or parcel of land, having an area of 107 acres 1 rood 13 perches or thereabouts, situate in the Shire of Blaxland, parish of Gindantherie, county of Cook and State of New South Wales, being part of portions 1, 2 and 3 :—

Commencing on the right bank of Capertee River at the north eastern corner of the said portion 2 ; and bounded thence on the east by part of the eastern boundary of that portion bearing 179 degrees 52 minutes 45 seconds 21 chains 10.6 links ; on the north by lines successively bearing 90 degrees 8 minutes 45 seconds 11 chains 43.6 links, 93 degrees 20 minutes 75.8 links and 99 degrees 42 minutes 20 seconds 75.8 links ; on the south east by a line bearing 192 degrees 53 minutes 40 seconds 2 chains 87.9 links ; on the east by a line bearing 179 degrees 33 minutes 8 chains 79.4 links to the southern boundary of the said portion 3 ; on the south by part of that boundary and the southern boundary of the said portion 2 bearing 269 degrees 57 minutes 30 seconds 12 chains 34.2 links and 269 degrees 53 minutes 30 seconds 16 chains 3.7 links respectively ; again on the east by part of the eastern boundary of the said portion 1 bearing 179 degrees 52 minutes 45 seconds 10 chains 4.5 links to the south eastern corner of that portion ; again on the south by the southern boundary of that portion being lines successively bearing 269 degrees 43 minutes 10 seconds 5 chains 0.5 link and 269 degrees 45 minutes 30 seconds 15 chains 5.5 links ; on the west by the western boundary of that portion, bearing 360 degrees 20 chains 71.2 links to the right bank of Capertee River aforesaid ; and generally on the north, northwest and northeast by that river downwards to the point of commencement ; but excluding thereout the road, 2 chains wide and variable width, within the said portions 1, 2 and 3, and having an area of 7 acres 26½ perches or thereabouts, which area has been deducted from the total.