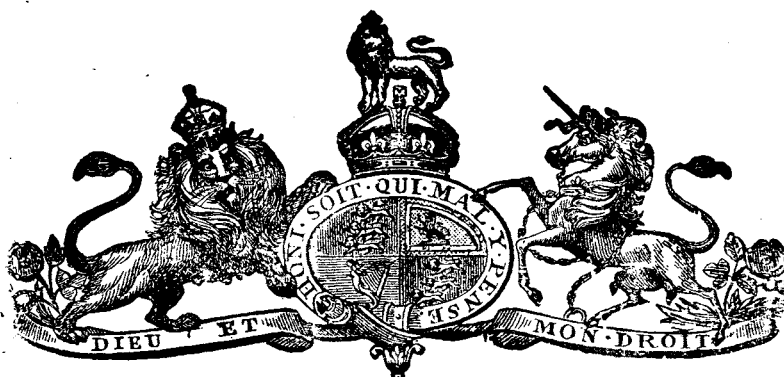


# TASMANIA



1914.

ANNO QUINTO

GEORGI V. REGIS.

No. 4.

## ANALYSIS.

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|--|---|
| 1. Short title and incorporation.                                | 8. Governor may issue stock in exchange for debentures issued by Company. |
| 2. Interpretation.   | 9. Company to obtain consent of debenture-holders.                        |
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AN ACT to authorise the Governor to Purchase from the Hydro-Electric Power and Metallurgical Company Limited the Hydro-Electric and Power side of its Undertaking, and for other purposes. [24 July, 1914.]

A.D.  
1914.

WHEREAS under and by virtue of "The Complex Ores Act, 1909," certain rights, powers, and privileges in the said Act mentioned were conferred upon the Complex Ores Limited, a company registered in Melbourne, in the State of Victoria, and registered in Tasmania under the provisions of "The Foreign Companies Act";

PREAMBLE.

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*Hydro-Electric Purchase.*

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A.D. 1914.

And whereas by an agreement made the Twenty-ninth day of December, One thousand nine hundred and ten, between the said Complex Ores Limited of the one part, and *John Ditchburn*, therein described, for and on behalf of the Hydro-Electric and Metals Limited, then about to be formed and incorporated, of the other part, it was agreed, *inter alia*, that for the consideration therein mentioned the Complex Ores Limited should sell, and the Hydro-Electric and Metals Limited, when incorporated, should purchase, all the rights, powers, privileges, works, undertakings, benefit of contracts, plans, reports, records, property, inventions, processes (and any improvements of or in respect of such inventions or processes), and patents specified in the schedule, and all other the property of whatsoever kind and assets of the Complex Ores Limited, save and except the share or other capital, shares, moneys, office furniture, and books, plant, and materials in Victoria of the Complex Ores Limited, and save and except the rights and interest of the Complex Ores Limited in and to any patents or like privileges in respect of any inventions and processes in any country save the Commonwealth of Australia :

And whereas a company called the Hydro-Electric and Metals Limited was duly formed in order (*inter alia*) to acquire and take over as going concerns the undertakings of the Complex Ores Limited, and all or any of the assets and liabilities of that company, and in particular to take over in accordance with "The Complex Ores Act, 1909," and any Acts amending the same from the said Complex Ores Limited, an assignment or transfer of all or any of its rights, powers, privileges, benefits, concessions, and advantages with respect to, or in or over the works and undertakings mentioned in the said Acts, or any of them, or entered upon, made or constructed, or partly entered upon, made or constructed, pursuant to the said Act or Acts, and upon such assignment or transfer to have (so far as the same extends), the same liabilities, rights, privileges, benefits, concessions and advantages, including the power of assignment, and be subject to the same obligations and conditions as the said Complex Ores Limited has or is subject, and to become the assigns under the provisions of "The Complex Ores Act, 1909," or any statutory modification thereof of the rights, powers, privileges, benefits, concessions, and advantages in the said Act given to or conferred upon the said Complex Ores Limited :

And whereas by an agreement made the Twenty-second day of September, One thousand nine hundred and eleven, between the said Hydro-Electric and Metals Limited of the first part, the said Complex Ores Limited of the second part, and the said *John Ditchburn* of the third part, the agreement hereinbefore recited (a copy whereof is set forth in the schedule thereof) was adopted by the Hydro-Electric and Metals Limited, and it was declared that the said agreement should (subject to certain alterations therein mentioned) be binding on the Complex Ores Limited and the Hydro-Electric and Metals Limited in the same manner and take effect as if the latter company had been in existence at the date of that agreement, and had been a party thereto instead of the said *John Ditchburn* :

*Hydro-Electric Purchase.*

And whereas the said Hydro-Electric and Metals Limited having changed its name to the "Hydro-Electric Power and Metallurgical Company Limited," was duly registered under that name as a company in the State of Victoria, under the provisions of "The Companies Act, 1890," of that State, and was on the Twenty-second day of February, One thousand nine hundred and twelve, registered under the provisions of "The Foreign Companies Act" of this State : A.D. 1914.

And whereas an assurance has been given to the Premier of this State by the Hydro-Electric Power and Metallurgical Company Limited that all acts, matters, and things have been done by all parties to complete the transfer and assignment to the said Company referred to in the said Two hereinbefore recited agreements, and that the said Company is now the absolute assignee and transferee of the said Complex Ores Limited with respect to the several matters mentioned in the schedule to the former of such agreements :

And whereas the assent of the Governor has been duly obtained and signified to such assignment as required by Section 71 of "The Complex Ores Act, 1909:"

And whereas the time fixed by Section Forty of "The Complex Ores Act, 1909," for completion of the works authorised by that Act has been duly extended in pursuance of Section Forty-one thereof until the Thirteenth day of January, One thousand nine hundred and fifteen :

And whereas it is considered expedient that the Governor should be empowered for and on behalf of the State to purchase the Hydro-Electric property of the Hydro-electric Power and Metallurgical Company Limited.

Be it therefore enacted by His Excellency the Governor of Tasmania by and with the advice and consent of the Legislative Council and House of Assembly, in Parliament assembled, as follows :—

**1** This Act may be cited as "The Hydro-Electric Purchase Act, 1914," and shall be construed as one with "The Complex Ores Act, 1909," in this Act called the Principal Act; and the terms, words, and phrases interpreted in the Third Section of the Principal Act shall have in this Act the respective meaning set against each such term, word, or phrase in such Third Section. Short title and incorporation.

**2** In this Act—

Interpretation.

"Carbide and Metallurgical Works" means works of that description authorised by paragraph 11. of Section Twenty-five of the Principal Act :

"The Company" means the Hydro-Electric Power and Metallurgical Company Limited :

"The Governor" means the Governor acting by and with the advice of the Executive Council :

"The Hydro-Electric Property of the Company" means—

1. All works within the meaning of "works" as defined by Section Three of the Principal Act, and all other

*Hydro-Electric Purchase.*

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stations, machinery, plant, and works established under the authority of or for the purpose of effecting the objects of the Principal Act :

- ii. All the right, title, and interest of the Company to and in any lands in this State (including Crown lands), under any contract or otherwise, together with all tramways, buildings, stations, erections, and things of the Company on such land, whether or not of the foregoing description :
  - iii. All the rights, powers, advantages, privileges, and concessions of the Company and of the Complex Ores Limited, under the Principal Act, and all moneys due or coming due to the Company for the purchase, leasing, use, or occupation of any of its real or personal property or any interest therein :
  - iv. All motors, engines, locomotives, rolling-stock, conduits, conductors, meters, wires, machinery, tools, implements, and other appliances, constructions, apparatus, stores, and material of any description whatsoever belonging to the Company, or under order, or on the way to this State for the Company :
  - v. All books, plans, reports, records, writings, and papers, relating or in any way appertaining to the works, or any of them, authorised by the Principal Act :
  - vi. The benefit of all such contracts as are set out in Schedules B and C to this Act, and are now subsisting :
  - vii. All other the property (including choses in action), and assets of whatsoever kind, whether or not similar to any of the foregoing, of the Company— but the said expression does not include the land belonging to the Company situated at North-West Bay, nor the Carbide and Metallurgical Works, nor anything appertaining solely to such works, nor any contracts other than those referred to in paragraphs ii. and vi. of this definition :
- “The Minister” means the Minister of Lands and Works for the time being.

Governor may purchase, &c.

**3** It shall be lawful for the Governor for and on behalf of the State to purchase the Hydro-Electric property of the Company upon and subject to the terms and conditions set out in this Act.

Agreement to be entered into.

**4** A proper agreement to effectuate the said purchase containing the terms and conditions of purchase set out in this Act, and such other usual and necessary clauses in contracts as the Governor, in the interests of the State, shall deem advisable, shall be prepared by the Crown Solicitor. The Governor and the Government of Tasmania shall incur no liability until such agreement has been entered into and executed by the Governor and the Company.

*Hydro-Electric Purchase.*

**5** The following shall be the terms and conditions of the said purchase:— **A.D. 1914.**

- Terms and  
conditions of the  
purchase.
- i. The Company shall, as soon as practicable, and before the execution of the said agreement, furnish the Governor with a complete inventory of the Hydro-Electric property of the Company proposed to be purchased:
  - ii. The Governor shall give to the holders of First and Second mortgage debentures of the Company Tasmanian Government Local Inscribed Stock at par redeemable in Twenty years and bearing interest at the rate of Four and one quarter per centum per annum for the actual cash subscribed by the said First and Second debenture holders, such cash being in the case of the First debenture holders One hundred and thirty-seven thousand seven hundred and fifty Pounds, and in the case of the Second debenture holders the sum of Three thousand Pounds, such stock to be handed to the debenture holders in exchange for the debenture bonds:
  - iii. The Governor shall take over from and relieve the Company of—
    - (a) So much of the claim in Schedule A to this Act of the British Westinghouse Company—not exceeding in the whole the sum of Twelve thousand and seventeen pounds—as that Company establishes to be a just claim:
    - (b) The debts of and subsisting contracts entered into by the Company; that is to say, the debts and contracts shown in Schedule B to this Act; and
    - (c) All contracts for the supply of light and power and for the purchase of land, rights, wayleaves, and easements shown in Schedules B and C to this Act, and the obligations of the Company thereunder—
  - iv. The Governor on account of the purchase will pay to the Company a sum not exceeding in the whole, the sum of Forty-nine thousand four hundred and ninety-six Pounds, provided that he shall first be satisfied by the Certificate of Mr. *E. Parry* that the amounts mentioned in Schedules A and B to this Act are not included in the expenditure amount of One hundred and thirty-six thousand seven hundred and ninety-six Pounds Thirteen Shillings and Ten Pence, mentioned in Table III. of the Report of the said Mr. *E. Parry*, being Paper Number Nine presented to Parliament. If it appears in the said certificate that all or any of the said amounts mentioned in the said Schedules are so included as aforesaid, then the said sum shall be reduced by the total sum of such last-mentioned amounts by taking the same out of the sums of Twenty-nine thousand four hundred and ninety-six Pounds and Twenty thousand Pounds (reducible) hereinafter mentioned

*Hydro-Electric Purchase.*

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in that order. The amount payable to the Company under this paragraph shall be paid as follows :—

- (a) Subject as aforesaid the sum of Twenty-nine thousand four hundred and ninety-six Pounds so soon as the provisions of Section Four and of Paragraphs II. and VI. of this section have been complied with ; and
  - (b) Subject as aforesaid and as hereinafter provided, a further sum of Twenty thousand Pounds, so soon as the claim by the British Westinghouse Company shall have been finally settled between the Company or the Governor and that Company, and so soon as the Governor shall have been satisfied—
    - (i) Upon the certificate of the Chief Engineer and Manager of the Hydro-Electric Works that substantially the whole of the machinery, plant, and apparatus required for the purpose of establishing a properly-equipped Hydro-electric works of Two units, capable of an output of not less than Nine thousand two hundred and forty electric horsepower, together with all necessary apparatus for transmission to Hobart, is either already erected or comprised in Schedule B hereto, and that the same is in good and substantial repair : and
    - (ii) That the respective amounts in Schedule B set opposite to the names of companies and items comprise the whole of the amounts which by the Company are owing to those companies, or are owing under those items :
- v. If it is found that the amount of the just claim of the British Westinghouse Company exceeds the sum of Twelve thousand and seventeen Pounds, whether by reason of accrued interest or otherwise, or if the Governor is not satisfied in respect of the foregoing matters or any of them, then deductions shall be made from the said sum of Twenty thousand Pounds of an amount equal to—
- (a) The amount by which the said claim of the British Westinghouse Company exceeds the sum of Twelve thousand and seventeen Pounds ; and
  - (b) The estimated cost of the machinery, plant, and apparatus necessary for the completion of such Hydro-Electric Works, and for which no provision has been made as aforesaid, and the

*Hydro-Electric Purchase.*

amount required for repairs for machinery, plant, and apparatus erected or comprised in Schedule B; A.D. 1914.

- (c) The amounts by which the items mentioned in Schedule B fall short of the amounts properly claimable by the companies or under the items in that schedule mentioned;

and such amount shall be retained by and shall belong to the Government.

vi. The company shall, upon the execution of the agreement mentioned in Section Four of this Act—

- (a) Transfer and deliver possession over to the Governor of all the movable property comprised in the Hydro-Electric property of the Company; and  
(b) Do all such acts, matters, and things, as the Governor may require for effectually transferring, assigning and setting over to His Majesty such portion of the Hydro-Electric property of the Company as is not capable of passing by delivery (including all contracts comprised in the purchase).

**6** The Governor may, upon the execution of the agreement as provided in Section Four by proclamation published in the "Gazette," declare that all the right, title, and interest of the Company to and in any lands in this State (including Crown lands, but not including the land of the Company at North-West Bay), shall revert to and vest in His Majesty, and forthwith, upon such publication such right, title, and interest shall without the necessity of any conveyance or other assurance revert to and vest in His Majesty for the purpose of Hydro-Electric Works, or such other purpose as the Governor may from time to time declare, freed and discharged from all encumbrances, estates, interests, trusts, obligations, contracts, licences, charges, rates, and rights-of-way or other easements. Vesting by Proclamation.

**7** All sums of money required for the purpose of carrying out and completing the said purchase or constructing, executing, and completing the Hydro-Electric Works (including the payment of remuneration and wages under Section Eleven of this Act), shall be paid out of moneys to be provided by Parliament for the purpose. Moneys to be paid out of moneys to be provided by Parliament.

**8** The Governor is hereby authorised to create and issue for the purpose of carrying out the terms of paragraph ii. of Section Five of this Act Local Inscribed Stock under and in the manner prescribed by "The Local Inscribed Stock Act, 1895," up to an amount not exceeding the sum of One hundred and forty thousand seven hundred and fifty Pounds, and the same may be exchanged for the debentures issued by the Company. Governor may issue stock in exchange for debentures issued by Company.

**9** The Company shall on or before the execution of the agreement mentioned in Section Four of this Act, obtain the consent of the holders of the debentures issued by the Company, to the exchange of the said Company to obtain consent of debenture-holders.

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*Hydro-Electric Purchase.*

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debentures for local inscribed stock created and issued pursuant to Section Eight of this Act.

Moneys charged  
upon Consoli-  
dated Revenue.

**10** The principal moneys and interest secured by the said stock issued under Section Eight of this Act shall be charged and secured upon and payable out of the Consolidated Revenue.

Minister may  
construct works.

**11**—(1) It shall be lawful for the Minister to cause to be constructed, executed, or completed the Hydro-Electric Works or undertaking authorised to be purchased by this Act so as to provide Two units capable of an output of at least Nine thousand two hundred and forty electric horse-power, and the Minister may provide all necessary apparatus therefor.

(2) Immediately upon the execution of the agreement mentioned in Section Four of this Act, the Company shall, by the mere operation of this section, be divested of all the powers, authorities, privileges, concessions, and advantages of the Company under "The Complex Ores Act, 1909," and all powers, authorities, privileges, concessions, and advantages under that Act shall enure to, vest in, and be exercisable by the Minister, and the Minister shall be deemed to be the promoter within the meaning of the said Act, save that the provisions of the said Act fixing a time within which the works authorised thereby shall be completed shall cease to be applicable, and save that the Minister shall be in no way liable or responsible for any failure on the part of any prior promoter or his assigns to observe the requirements of the said Act.

(3) The Minister shall also have and may exercise in relation to such construction, execution, and completion, all the powers exercisable under "The Public Works Execution Act, 1880," and "The Branch Roads Construction Act, 1881," and the provisions of such Acts shall extend and apply thereto as fully in all respects as if the said provisions had been incorporated in this Act.

(4) For the purpose of such construction, execution, and completion the Minister may employ a competent engineer and such and so many other persons (whether experts or not) as he may deem proper, at such remuneration or wages, and generally upon such terms and conditions as he thinks fit, and the provisions of "The Public Service Act, 1905," shall not apply to any engineer or person so employed.

Governor not  
liable.

**12** Nothing contained in this Act shall render the Governor personally liable for anything done or omitted to be done by him under this Act.

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A.D. 1914.

## SCHEDULES.

## SCHEDULE A.

Claim by the BRITISH WESTINGHOUSE COMPANY which is not admitted and is subject to the Company's Engineer's concurrence:—

	£
Storage and insurance for 12 months to 30/9/13 .....	2555
Overhauling and reinspecting .....	3823
Freight increase .....	794
Extra on buildings .....	1787
Cable connections .....	610
Representatives' salaries and expenses .....	500
Interest, cost of bills .....	1448
Legal charges .....	500
	<u>£12,017</u>

With regard to the above, these are claims made by the Westinghouse Company, and are not admitted, and cannot be sustained in full.

These items are subject to an increase covering the increased time, but the whole account is subject to a reduction in regard to which the Company is treating direct with the Contractors.

## SCHEDULE B.

*Boving & Co Ltd.:*

	£	£	s.	d.
Steel pipe-line, balance on contract .....	2300			
Wood pipes, balance on contract .....	<u>2500</u>			
		4800	0	0

*Australian General Electric Company:*

Substation equipment—Machinery already delivered, price .....	8000	0	0
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*Sundry Creditors:*

Machinery, stores, back wages, and salaries, &c. ....	1882	12	5
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*British Westinghouse Company:*

Outstanding on main contract (machinery built) .....	45,283	0	0
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<i>Land at Great Lake</i> .....	20	0	0
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*Land at Power-station and Headworks:*

C. F. Parsons .....	4868	15	0
Government .....	139	16	6

£64,994 3 11

*Hydro-Electric Purchase.*

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## SCHEDULE C.

	Per annum.
1. <i>Land in and around Hobart:</i>	£
Adams' Estate, Substation .....	50
Government—New Town Substation site .....	1
2. <i>Engineer-in-Chief's Contract (Mr. Butters)</i>	
Two and a half years to run .....	950 (average)
3. <i>Transmission-line—Wayleaves' Contract:—</i>	
Prof. McAulay      A. E. Mansell      H. Jones	At annual rental of £1 per mile per annum generally. Total ob- ligation about £50 per annum.
S. E. Long          M. Weston          J. McShane	
H. Gage            H. Harding          F. Cox	
A. Ibbott          W. Reynolds        M. McGann	
R. Bowden         Mrs. Frazer        H. E. Westbrook	
W. Nicholas' Est.   J. Read            J. McGann	
C. A. Nicholls      H. Jones           A. E. Mansell	
R. Swindells       D. Curtain          T. Wood	
Perp. Trustees     J. Findlay        E. M. Swanston	
(Blake)            W. Walker          F. Tilyard	
J. D. Wood          W. Gunn            T. W. Tilyard	
A. Woods' Est.     W. Hyland	
C. Gunn            C. Bayley	
4. <i>All existing contracts for the supply of light and power.</i>	