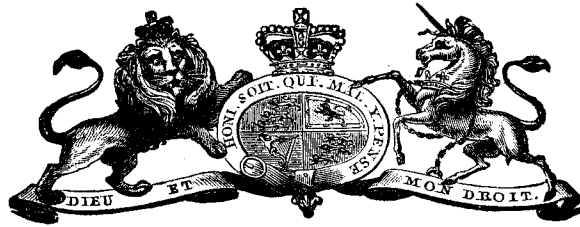


Queensland.



ANNO PRIMO

EDWARDI SEPTIMI REGIS.

No. 23.

An Act to Make Provision for the Purchase of Certain Lands for Settlement under the provisions of "The Agricultural Lands Purchase Acts, 1894 to 1901."

[ASSENTED TO 31ST DECEMBER, 1901.]

WHEREAS the demand for land situated in certain localities and Preamble. suitable for immediate settlement under the provisions of "The Agricultural Lands Purchase Acts, 1894 to 1901," is greatly in excess of the quantity of Crown lands available for such settlement in such localities, and it would be of manifest public advantage to make provision for satisfying the requirements of intending selectors in this respect: And whereas it appears from official reports, plans, and other information laid before Parliament that the lands hereinafter referred to are so situated, and are of such character as to be suitable for such settlement and are likely to be immediately selected if acquired by the Crown, and the several owners have offered to surrender to the Crown the said lands at the prices per acre hereinafter respectively set out: And whereas it is enacted by the sixth section of "The Agricultural Lands Purchase Act of 1894" that the total liability incurred in the purchase of land under the said Act shall not exceed in any period, from the first day of July in any one year to the thirtieth day of June in the following year, the sum of one hundred thousand pounds: And whereas, owing to the fact that the total purchasing price of the said lands is much in excess of the said sum, the Governor in Council is precluded from acquiring the said lands under that Act, unless expressly authorised so to do by legislative enactment: And whereas the Secretary for Public Lands has, subject always to such authority being obtained, entered into the

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agreements hereinafter set out with the several owners of the said lands for the acquisition of the said lands by the Crown: And whereas it is desirable that the said lands should be so acquired, and that such express authority should be given, and that such agreements should be ratified and approved by Parliament: Be it therefore 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 Agricultural Lands Special Purchase Act of 1901*," and shall be read and construed with and as an amendment of "*The Agricultural Lands Purchase Acts, 1894 to 1901*."

Gowrie Estate.

2. The agreement next hereinafter set out entered into by and between the Minister and Francis William King, Frederic Hart King, and Daniel McAllister, Trustees of the Will of the late George King, of Gowrie, in the State of Queensland (hereinafter called the Vendor), for the acquisition by the Crown of the lands known as the Gowrie Estate, and in the said agreement particularly described, at the price of four pounds per acre to be paid by the issue to the Vendor of Debentures secured upon the Consolidated Revenue Fund of Queensland to an amount equal to the said price and bearing interest at the rate of three pounds ten shillings per centum per annum, and redeemable fifty years after date of issue, and upon other terms and conditions in the said agreement set out, is hereby ratified and approved.

AGREEMENT made this tenth day of December one thousand nine hundred and one between FRANCIS WILLIAM KING, FREDERIC HART KING and DANIEL McALLISTER all of Sydney in the State of New South Wales Trustees of the Will of the late George King of Gowrie in the State of Queensland (hereinafter called "the Vendor") of the one part and WILLIAM BLIGH HENRY O'CONNELL The Secretary for Public Lands of Queensland (hereinafter called "the Minister") of the other part Witnesseth that the Vendor has agreed to sell and to surrender to His Majesty King Edward the Seventh and the Minister has contracted subject to ratification by Parliament of this Agreement for the acquisition by surrender of all those pieces or parcels of land known as the Gowrie Estate Toowoomba Land Agent's District consisting of the portions more particularly described in the Schedule hereto (exclusive of certain subdivisions of the said portions that have been dedicated for road purposes) containing by admeasurement forty-four thousand five hundred and ten acres be the same a little more or less free from encumbrances together with all improvements thereon at the price and subject to the conditions hereinafter mentioned that is to say:

1. The price to be paid for the net area of the said land surrendered to His said Majesty shall be at the rate of four pounds sterling per acre and shall be paid to the Vendor upon the registration of the surrender hereinafter mentioned of the said lands free from encumbrances or on the first day of April one thousand nine hundred and two if the surrenders are registered before that date by the issue to the Vendor of Debentures secured upon the Consolidated Revenue Fund of Queensland to an amount equal to the said price and bearing interest at the rate of three pounds ten shillings per centum per annum and redeemable fifty years after date of issue.

2. If any error misstatement or omission should be discovered in the particulars of the said lands the same shall not annul the sale but an abatement or compensation in respect thereof at the rate of four pounds per acre shall be allowed or paid by the Vendor or purchaser as the case may be provided the same shall be demanded in writing prior to the completion of the purchase.

3. The Minister shall immediately upon the execution of this Agreement be at liberty to have the said land surveyed and subdivided into areas suitable for sale and selection and for such purpose all surveyors and other persons authorised by the Minister shall be permitted to enter and remain upon the said land for so long as may be necessary and to survey and erect and maintain thereon such pegs and other marks as may be deemed advisable by them without compensation to the Vendor for disturbance or otherwise.

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4. All improvements now upon the said lands and the working plant of the coal mine shall be the property of the Crown and included in the said sale and shall not be interfered with or removed by the Vendor. The Vendor shall insure and continue to keep the buildings insured until delivery and the Insurance Policies for insurances on the said buildings shall be handed over to the Minister and shall be transferred to him on behalf of the Government of Queensland immediately after this Agreement has been ratified by Parliament.

5. Possession of the said lands shall be given by the Vendor to the Minister on or before the first day of April one thousand nine hundred and two and the Vendor shall on or before such lastmentioned date or so soon thereafter as possible execute all such surrenders and other assurances as may be necessary to effectually vest the said lands in His said Majesty and hand to the Minister the deeds and titles and Policies of Insurance relating to the said lands and buildings free from encumbrances.

6. In all cases where part only of the area of land described in any Crown grant or other Title is to be surrendered the plan descriptions and declaration required to complete the registration of the said surrender shall be furnished by the Vendor to the Minister without unnecessary delay.

7. All expenses either on account of surveys preparation of plans descriptions or otherwise which may be necessary to complete the registration of the said surrender free from encumbrances shall be borne by the Vendor. The cost of preparing and registering the surrenders by the Crown Solicitor shall be borne by the Crown. And it is hereby expressly agreed and declared that this Agreement is entered into by both parties on the express condition that if the Parliament of Queensland does not approve or ratify the same by resolution or by an Act of Parliament during the present Session of Parliament then the contract for sale shall be void and of no effect and the Vendor shall not be entitled to compensation for any expenses incurred or loss if any sustained through the Agreement having been entered into by the Minister. And that if the said Agreement is ratified or approved of by Parliament in the manner and within the time aforesaid then it shall be binding on the Vendor and the Minister.

In witness whereof the parties hereto have hereunder set their hands and seals on the day and year first above written.

THE SCHEDULE.

Parish of King.

Subdivisions 1 and 3 of portion G, portion 1, pre-emptive portion 2, portions 2, 3, 4, 5, 6, 7, 8, 9, 10, subdivision 3 of portion 11, portions 12, 13, 14, and subdivision 1 of portion 11, portions 31, 32, 33, 34, 35, 36, 37, and subdivision 1 of portions 38, 39, 40, and 42, portion 41, and subdivision 3 of portions 38, 39, 40, and 42, subdivision 3 of portion 43, portions 44, 45, 46, 47, 48, 49, and subdivision 1 of 43, portions 50, 51, 52, subdivisions 1 and 3 of portion 52, portions 53, 54, 55, 56, 60, 61, 62, 63, 64, 65, 66, 67, 71, 72, 73, 74, 75, 81, 81A, 82, 83, 86, 87, 88, 89, 90, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 119, 120, 121, 122, 123, 124, 125, 126, 137, 138, 139, 140, 141, 142, 143, 144, 150, 151, 152, 153, 154, 155, 209, 210, 211, 212, 213, 214, 215, 277, 76, 77, 78, 79, 80, 85, 145, 3A, 212A, subdivisions 1 and 3 of pre-emptive portion 11.

Parish of Meringandan.

Selection 6L, portions 6, 7, 10, 11, 12, 13, 18, 26, 27, 33, 34, 35, 36, pre-emptive portions 40, 41, 42, 43, 44, 45, portions 47, 48, 49, 50, subdivisions 1 and 3 of portion 50, portions 51, 52, subdivisions 1 and 3 of portion 53, subdivisions 1 and 3 of portion 54, subdivisions 1 and 3 of portions 55 and 56, portion 57, subdivision 1 of portion 59, portion 60, portion 62, 63, subdivisions 1 and 3 of portion 64, portions 65, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, subdivisions 1 and 3 of portion 81, portion 82, 85, 86, 87, 88, 89, 90, 91, 92, 93, 96, 97, 98, 87A, 26A (subdivisions 1 and 3 of portions 83, 84, 94, and 95), subdivision 1 of portions 58 and 61, subdivision 5 of portion 58, and subdivision 2 of portions 58 and 61, 61A, 84A, 95A, 48A, 12A, 62A, 65A, 80A, 34A, 18A, subdivisions 1 and 3 of portion 12, subdivisions 1 and 3 of portion 13, subdivision 1 of portion 66, portions 16, 17, 19, 20, 21, 25, pre-emptive portion 26, and closed road, subdivision 1 pre-emptive portion 5, and subdivision 1 of pre-emptive portion 6.

Parish of Isaac.

Portions 1, 2, 3, pre-emptive portion 3, portion 4, part of pre-emptive portion 4, portions 5, 6, 7, pre-emptive portion 7, portion 8, subdivision 3 of portion 9, subdivision 1 of portions 9 and 19, pre-emptive portion 9, part of pre-emptive portion 10, portions 11, 14, 15, 16, part of pre-emptive portion 16, portion 17, pre-emptive portion 17, portion 18, pre-emptive portion 18, portion 19, pre-emptive portion 19, portions 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 102, 103, 104, 105, 106, 107, 108, 48A, 14A, 37A, 16A, 23A, 44A, resubdivision 1 of subdivision 1

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of portions 1 and 8, resubdivision 3 of subdivision 1 of portion 8, resubdivision 1 of subdivision 1 of portions 1 and 8, resubdivision 3 of subdivision 3 of portions 1 and 8, pre-emptive portion 2, subdivision 3 of portion 5, subdivision 3 of pre-emptive portion 6.

Signed, sealed, and delivered by James Gair, the duly authorised agent of the Vendor, in the presence of

Francis William King,
Frederic Hart King, and
Daniel McAllister, Trustees of the Will of George King, deceased, by their duly authorised agent, JAMES GAIR. (Seal.)

WM. HAMILTON HART,
Solicitor, Brisbane.

Signed, sealed, and delivered by the said William Bligh Henry O'Connell, in the presence of

W. B. O'CONNELL. (Seal.)

W. J. SCOTT,
Under Secretary, Lands Department,
Brisbane.

Mount Russell
Estate.

3. The agreement next hereinafter set out entered into by and between the Minister and Queensland Trustees Limited, administrators of the late James Tyson, deceased (hereinafter called the Vendor), for the acquisition by the Crown of the lands known as the Mount Russell Estate, and in the said agreement particularly described, at the price of two pounds four shillings per acre, to be paid by the issue to the Vendor of inscribed Debentures secured upon the Consolidated Revenue Fund of Queensland to an amount equal to the said price, and bearing interest at the rate of three pounds ten shillings per centum per annum, and redeemable at a date not earlier than twenty-five years or later than thirty years after date of issue, and upon other terms and conditions in the said agreement set out, is hereby ratified and approved.

AGREEMENT made this eleventh day of December one thousand nine hundred and one between QUEENSLAND TRUSTEES LIMITED Administrators of the Estate of the late James Tyson deceased (hereinafter called "the Vendor") of the one part and WILLIAM BLIGH HENRY O'CONNELL The Secretary for Public Lands of Queensland acting for and on behalf of the Government of Queensland (hereinafter called "the Minister") of the other part Witnesseth that the Vendor has agreed to sell and to surrender to His Majesty King Edward the Seventh and the Minister has contracted subject to ratification by Parliament of this Agreement for the acquisition by surrender of all those pieces or parcels of land known as the Mount Russell Estate in the Toowoomba Land Agent's District more particularly described in the Schedule hereto containing by admeasurement forty-five thousand one hundred and forty-four acres be the same a little more or less free from encumbrances together with all improvements thereon at the price and subject to the conditions hereinafter mentioned that is to say :

1. The price to be paid for the area of the said land surrendered to His said Majesty shall be at the rate of two pounds four shillings sterling per acre and shall be paid to the Vendor upon the registration of the surrender hereinafter mentioned of the said lands free from encumbrances or on the thirtieth of June one thousand nine hundred and two if the surrenders are registered before that date by the issue to the Vendor of inscribed Debentures secured upon the Consolidated Revenue Fund of Queensland to an amount equal to the said price and bearing interest at the rate of three pounds ten shillings per centum per annum and redeemable at a date not earlier than twenty-five years or later than thirty years after date of issue and so that the date of redemption thereof shall synchronise with the date of redemption of one of the Queensland Public Loans Both the principal and interest secured by the said Debentures shall be payable either in London or the Commonwealth of Australia at the option of the holder thereof at the date of maturity.

2. If any error misstatement or omission should be discovered in the particulars of the said lands the same shall not annul the sale but an abatement or compensation in respect thereof at the rate of two pounds four shillings sterling per acre shall be allowed or paid by the Vendor or purchaser as the case may be provided the same shall be demanded in writing prior to the completion of the purchase.

3. The Minister shall immediately upon the execution of this Agreement be at liberty to have the said land surveyed and subdivided into areas suitable for sale and selection and for such purpose all surveyors and other persons authorised by the

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Minister shall be permitted to enter and remain upon the said land for so long as may be necessary and to survey and erect and maintain thereon such pegs and other marks as may be deemed advisable by them without compensation to the Vendor for disturbance or otherwise.

4. All improvements now upon the said lands shall be the property of the Crown and included in the said sale and shall not be interfered with or removed by the Vendor. The Vendor shall continue existing insurances over the buildings until the surrender of the said lands and the Insurance Policies for insurances on the said buildings shall be handed over to the Minister and shall be transferred to him on behalf of the Government of Queensland immediately after this Agreement has been ratified by Parliament.

5. Possession of the said lands shall be given by the Vendor to the Minister on or before the thirtieth day of June one thousand nine hundred and two and the Vendor shall on or before such lastmentioned date or so soon thereafter as possible execute all such surrenders and other assurances as may be necessary to effectually vest the said lands in His said Majesty and hand to the Minister the deeds and titles and existing Policies of Insurance relating to the said lands and buildings free from encumbrances.

6. In all cases where part only of the area of land described in any Crown grant or other Title is to be surrendered the plan descriptions and declaration required to complete the registration of the said surrender shall be furnished by the Vendor to the Minister without unnecessary delay.

7. All expenses either on account of surveys preparation of plans descriptions or otherwise which may be necessary to complete the registration of the said surrender free from encumbrances shall be borne by the Vendor. The cost of preparing and registering the surrenders by the Crown Solicitor shall be borne by the Crown. And it is hereby expressly agreed and declared that this Agreement is entered into by both parties on the express condition that if the Parliament of Queensland does not approve of or ratify the same by resolution or by an Act of Parliament during the present Session of Parliament then the contract for sale shall be void and of no effect and the Vendor shall not be entitled to compensation for any expenses incurred or loss if any sustained through the Agreement having been entered into by the Minister. And that if the said Agreement is ratified or approved of by Parliament in the manner and within the time aforesaid then it shall be binding on the Vendor and the Minister.

In witness whereof the parties hereto have hereunto set their hands and seals on the day and year first above written.

THE SCHEDULE.

I. *Parish of Beauaraba.*

Portion 676.

II. *Parish of East Prairie.*

Portions 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 457, 459, 470, 471, 472, 473, 474.

III. *Parish of Motley.*

Portions 34, 35, 114, 115, 116, 124, 125, 126, 127, 128, 129A, 129B, 130, 132, 134, 160, 167, 168, 169, 170, 171, 172, 672, 677, 977, 978, 979, 980, 981, 982, 3974.

The common Seal of Queensland Trustees Limited was hereto affixed by order of the Board this eleventh day of December, under the hands of John Archibald and William Walter Hood, two Directors, and Peter Arthur Blundell, the manager of the said company, in the presence of Fredk. T. Brentnall, a Justice of the Peace.

JOHN ARCHIBALD, }
W. W. HOOD, } Directors.
P. A. BLUNDELL, Manager.
(Seal.)

Signed, sealed, and delivered by the said }
The Secretary for Public Lands of } W. B. O'CONNELL. (Seal.)
Queensland, in the presence of }

W. J. SCOTT,
Under Secretary, Lands Department,
Brisbane.

4. The agreement next hereinafter set out entered into by Durundur, Holmwood, and Mount Kilcoy, and between the Minister and the Corporation of The Bank of Australasia (hereinafter called the Vendor) for the acquisition by the Crown of the lands known as Durundur, Holmwood, and Mount Kilcoy, and in the said agreement particularly described, at the price of one pound two shillings and sixpence per acre, to be paid by the issue to the Vendor of Debentures secured upon the Consolidated

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Revenue Fund of Queensland to an amount equal to the said price, and bearing interest at the rate of three pounds ten shillings per centum per annum, and redeemable fifty years after date of issue, and upon other terms and conditions in the said agreement set out, is hereby ratified and approved.

AGREEMENT made this eleventh day of December one thousand nine hundred and one between THE CORPORATION OF THE BANK OF AUSTRALASIA (hereinafter called "The Vendor") of the one part and WILLIAM BLIGH HENRY O'CONNELL The Secretary for Public Lands of Queensland (hereinafter called "The Minister") of the other part Witnesseth that the Vendor has agreed to sell and to surrender to His Majesty King Edward the Seventh and the Minister has contracted subject to ratification by Parliament of this Agreement for the acquisition by surrender of all those pieces or parcels of land known as the Durundur Estate comprising the properties known as Durundur Holmwood and Mount Kilcoy in the Brisbane Land Agent's District more particularly described in the Schedule hereto containing by admeasurement forty-three thousand three hundred and forty-eight acres three roods six and six-tenth perches be the same a little more or less free from encumbrances together with all improvements thereon at the price and subject to the conditions hereinafter mentioned that is to say :

1. The price to be paid for the net area of the said land surrendered to His said Majesty shall be at the rate of one pound two shillings and six pence per acre and shall be paid to the Vendor upon the registration of the surrender hereinafter mentioned of the said lands free from encumbrances or on the first day of April one thousand nine hundred and two if the surrenders are registered before that date by the issue to the Vendor of Debentures secured upon the Consolidated Revenue Fund of Queensland to an amount equal to the said price and bearing interest at the rate of three pounds ten shillings per centum per annum and redeemable fifty years after date of issue.

2. If any error misstatement or omission should be discovered in the particulars of the said lands the same shall not annul the sale but an abatement or compensation in respect thereof at the rate of one pound two shillings and six pence per acre shall be allowed or paid by the Vendor or purchaser as the case may be provided the same shall be demanded in writing prior to the completion of the purchase.

3. The Minister shall immediately upon the execution of this Agreement be at liberty to have the said land surveyed and subdivided into areas suitable for sale and selection and for such purpose all surveyors and other persons authorised by the Minister shall be permitted to enter and remain upon the said land for so long as may be necessary and to survey and erect and maintain thereon such pegs and other marks as may be deemed advisable by them without compensation to the Vendor for disturbance or otherwise.

4. All improvements now upon the said lands shall be the property of the Crown and included in the said sale and shall not be interfered with or removed by the Vendor The Vendor shall insure and continue to keep the buildings insured until delivery and the Insurance Policies for insurances on the said buildings shall be handed over to the Minister and shall be transferred to him on behalf of the Government of Queensland immediately after this Agreement has been ratified by Parliament.

5. Possession of the said lands shall be given by the Vendor to the Minister on or before the first day of April one thousand nine hundred and two and the Vendor shall on or before such lastmentioned date or so soon thereafter as possible execute all such surrenders and other assurances as may be necessary to effectually vest the said lands in His said Majesty and hand to the Minister the deeds and titles and Policies of Insurance relating to the said lands and buildings free from encumbrances.

6. In all cases where part only of the area of land described in any Crown grant or other Title is to be surrendered the plan descriptions and declaration required to complete the registration of the said surrender shall be furnished by the Vendor to the Minister without unnecessary delay.

7. All expenses either on account of surveys preparation of plans descriptions or otherwise which may be necessary to complete the registration of the said surrender free from encumbrances shall be borne by the Vendor The cost of preparing and registering the surrenders by the Crown Solicitor shall be borne by the Crown And it is hereby expressly agreed and declared that this Agreement is entered into by both parties on the express condition that if the Parliament of Queensland does not approve or ratify the same by resolution or by an Act of Parliament during the present Session of Parliament then the contract for sale shall be void and of no effect and the Vendor shall not be entitled to compensation for any expenses incurred or loss if any sustained through the Agreement having been entered into by the Minister And that if the said Agreement is ratified or approved of by Parliament in the manner and within the time aforesaid then it shall be binding on the Vendor and the Minister.

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In witness whereof the parties hereto have hereunder set their hands and seals on the day and year first above written.

Signed, sealed, and delivered by John Stevenson, the duly authorised agent of the Bank of Australasia, in the presence of
 W. M. HAMILTON HART,
 Solicitor, Brisbane.

} The Bank of Australasia by their duly authorised Agent, JOHN STEVENSON.
 (Seal.)

Signed, sealed, and delivered by the said The Secretary for Public Lands of Queensland, in the presence of
 W. B. O'CONNELL.
 (Seal.)

W. J. SCOTT,
 Under Secretary,
 Lands Department, Brisbane.

THE SCHEDULE.

I. *Parish of Durundur.*

Portions 1 (160 acres), 1 (225 acres), 1v, 3, 4A, 5, 7, subdivision 1 of 8 subdivision 2 of 8, 9, 12, 13, 14, 16, 18, 21, part of 22, 29, 30, 31, 32, 33, 41, 42, 43, 44, 45, 48, 50, 52, 53, 54A, 56, 57, 58, part of 59, 62, 64, part of 80, 103, 104, 105, 106, 107, 108, 109, 110, 112, subdivision 2 of 82, subdivision 2 of 99.

II. *Parish of Kilcoy.*

Portions 2, 2A, 15, 16, 17, 18, 20, 21, 22, 23, 33v, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 68, 69, 81, 82, 189.

III.—Nine allotments in the town of Woodford comprising 3 acres 1 rood 29 $\frac{6}{10}$ perches, and one allotment on the Caboolture River comprising 1 rood 32 perches.

5. All the said lands when acquired under the provisions of this Act shall, except as otherwise hereinbefore provided, be subject in all respects to the provisions of “*The Agricultural Lands Purchase Acts, 1894 to 1901*”: Application of
Principal Act.

Provided that every deed of grant issued in respect of land acquired under the provisions of this Act and selected under the provisions of those Acts shall contain a reservation of all coal in or under the land granted.