

II.

LOCAL, PERSONAL, AND PRIVATE ACTS

OF THE

PARLIAMENT OF QUEENSLAND,

13th GEORGII V.

BRISBANE TRAMWAY TRUST.

See RAILWAYS AND TRAMWAYS.

BRITISH IMPERIAL OIL COMPANY'S TRAMWAY AND WORKS ACT.

See RAILWAYS AND TRAMWAYS.

CAIRNS HYDRO-ELECTRIC POWER INVESTI- GATION BOARD.

See WATER.

CITY ELECTRIC LIGHT COMPANY BRISBANE FORESHORE LEASE.

See HARBOURS.

HARBOURS.

An Act to make Provision for the Leasing of a certain part of the Foreshore of the Brisbane River to the City Electric Light Company Limited.

13 Geo. V.
No. 25.

THE CITY
ELECTRIC
LIGHT
COMPANY
LIMITED
BRISBANE
FORESHORE
LEASE ACT
OF 1922.

Preamble.

[ASSENTED TO 14TH OCTOBER, 1922.]

WHEREAS by section eighty-one of **"The † Harbours Boards Act, 1892,"* it is enacted that no part of the shore of the sea or of any creek, bay, arm of the sea, or navigable river communicating therewith, where and so far up as the tide flows and reflows, nor any land under the sea or under any navigable river, shall be leased, conveyed, granted, or disposed of to any Harbour Board or Local Authority, or to any person or persons, without the special sanction of an Act of Parliament:

* 56 Vic. No. 26, *supra*, page 819.

† *Sic* in *Gazette*, *semble* "Harbour".

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And whereas it is expedient that special sanction should be given for the grant of a lease by the Crown to the City Electric Light Company Limited, a duly registered joint stock company, of that part of the foreshore of the Brisbane River described in the First Schedule to this Act, the boundaries whereof are delineated on the map in the Third Schedule to this Act:

Be it therefore enacted by the King's Most Excellent Majesty, by and with the advice and consent of the 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 City Electric Light Company Limited Brisbane Foreshore Lease Act of 1922.*"

Power to lease.

2. (1.) The Governor in Council may grant to the City Electric Light Company Limited a lease of that part of the foreshore of the Brisbane River described in the First Schedule to this Act, the boundaries whereof are delineated on the map in the Third Schedule to this Act.

Sched. I., II., and III.

(2.) The said lease shall be for the term of forty years, shall reserve due payment of an annual rental of thirty pounds, and shall be in the form set out in the Second Schedule to this Act or to the like effect.

(3.) If at any time the said lease shall be liable to be forfeited, the same may be forfeited by the Governor in Council. Upon publication of a notification of such forfeiture in the *Gazette*, all right, title, and interest of the lessee in the demised land and all improvements thereon shall forthwith be determined.

FIRST SCHEDULE.

Description of Land to be Leased.

A strip thirty feet wide across the partially reclaimed area between Portion 11, parish of Bulimba, and the Doughboy training wall, containing an area of about one rood thirty-two perches, commencing at a point on the high-water line five chains easterly from the north-west corner of Portion 11, parish of Bulimba, county of Stanley, and bounded thence on the west by a line bearing north twenty-three degrees west about nine hundred and seventy links to the training wall; thence on the north by that wall bearing north fifty-four degrees east fifty-seven links; thence on the east by a line bearing south twenty-three degrees east about nine hundred and seventy links to high-water line; and thence on the south by high-water line to the point of commencement.

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SECOND SCHEDULE.

Form of Lease.

“THE CITY ELECTRIC LIGHT COMPANY LIMITED BRISBANE
FORESHORE LEASE ACT OF 1922.”

Lessee: The City Electric Light Company Limited.

GEORGE THE FIFTH, by the Grace of God, of the United Kingdom of Great Britain and Ireland, and of the British Dominions beyond the Seas, King, Defender of the Faith:

TO ALL TO WHOM THESE PRESENTS SHALL COME: GREETING.

WHEREAS the City Electric Light Company Limited has made application for a lease, under the provisions of “*The City Electric Light Company Limited Brisbane Foreshore Lease Act of 1922*” of the land hereinafter described: And whereas the Governor of our State of Queensland, with the advice of the Executive Council thereof, has granted such application, and has agreed to issue a lease of the said land in Our name for the term, at the rent and upon and subject to the conditions hereinafter mentioned: Now know ye that in consideration of the premises and of the rent, reservations, and conditions hereinafter reserved and contained We do hereby for Us, Our Heirs and Successors, in pursuance of the said Act, demise and lease unto the said The City Electric Light Company Limited (hereinafter with its Successors in title designated “the Lessee”) and its lawful assigns for the purpose of access to the Brisbane River for condensing water all that parcel of land particularly described in the Schedule endorsed on these Presents: To Hold the same unto the Lessee and its lawful assigns for and during the term of forty years to be computed from the day of one thousand nine hundred and , with, under, and subject to the terms, conditions, provisions, exceptions, reservations, provisoes, penalties, and forfeitures hereinafter particularly mentioned or referred to, or contained in or prescribed by any Act, by-law, or regulation now or hereafter in force affecting the Brisbane River or the banks or foreshores thereof or the lands adjacent thereto, and to the conditions, reservations, and provisoes in **“The Mining on Private Land Act of 1909”* and †*“The Petroleum Act of 1915,”* or any regulations made or which may hereafter be made under the said last-mentioned Acts, or either of them: Yielding and paying unto Us, Our Heirs and Successors, during the said term, the annual rental of Thirty pounds, such rent to be paid at the Treasury in Brisbane, in Our said State, or at such other place as may from time to time be appointed by the Governor of Our said State in Council, on or before the first day of January in each and every year of the said term: And it is Hereby Expressly Declared and Agreed that the Lessee shall not do or permit or suffer to be done any act, matter, or thing

* 9 Edw. VII. No. 15, *supra*, page 2233.

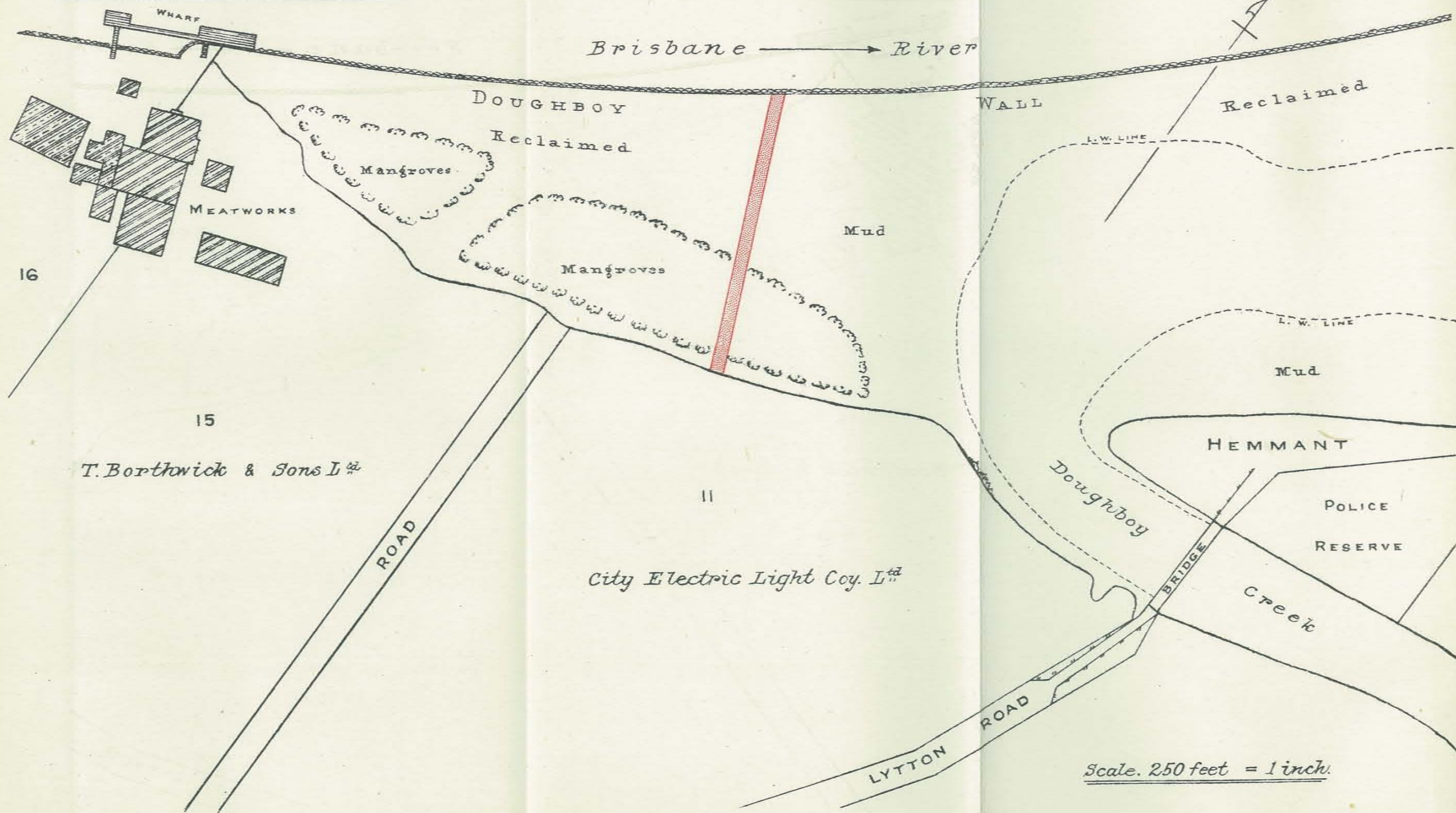
† 6 Geo. V. No. 23, *supra*, page 6983.

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whereby or by reason whereof any retaining wall, embankment, lighthouse, beacon, light, navigation mark, or harbour work of any description may in the opinion of the Treasurer for the time being of Our said State be or be liable to be destroyed, damaged, obstructed, obscured, or prejudicially affected in any manner howsoever, and that the Lessee shall not in any way assign or sublet the said land or any part thereof without the consent in writing of the Treasurer for the time being of Our said State first had and obtained: And it is also Declared and Agreed that if at any time during the term of this lease the Brisbane River shall be widened, restricted, or diverted, or the bed, banks, or foreshores raised, lowered, or the conformation thereof altered, the Lessee shall not be entitled to any compensation in respect thereof, and so much of the said land as shall in the opinion of the Governor in Council of Our said State be necessary for carrying out any of the aforesaid operations may be taken without compensation, and this lease may be cancelled so far as relates to that part of the said land: Provided, however, that the rental hereby reserved shall thereupon be reduced or increased proportionally: And provided also that in the case of any alteration to the bed, banks, or foreshores of the said river by the Governor of our said State in Council, the objects of the lease, viz., access to the Brisbane River for condensing water by the Lessee, shall be provided for in such alteration of the bed, banks, or foreshores. And it is also Declared and Agreed that these Presents are upon the express condition that the lease hereby granted shall be subject to the condition that if the Lessee make default in payment of the rent hereby reserved, or any part thereof, at the times and in the manner herein prescribed, or fail to observe and perform the terms, stipulations, agreements, and conditions contained or referred to, or any of them, then and in such case this lease shall be liable to be forfeited. And We do Hereby Reserve unto Us, Our Heirs and Successors, all gold and minerals (the term "Minerals" to have the same meaning as in **The Mining on Private Land Act of 1909*") and all petroleum (the term "Petroleum" to have the same meaning as in †*The Petroleum Act of 1915*") on or below the surface of the said land, and all mines of gold and minerals on or below the surface of the said land. And We do Hereby also Reserve unto Us, Our Heirs and Successors, and to such persons as shall from time to time be duly authorised by Us in that behalf during the term of the said lease, the free right and privilege of access, including ingress, egress, and regress into, upon, over, and out of the said land, for the purpose of searching for or working gold and minerals or any of them or mines of gold and minerals or any of them, and of searching for and for the operations of obtaining petroleum in any part of the said land: And We do Further Reserve the right of any person duly authorised in that behalf by the Governor of Our said State in Council at all times to go upon the said land, or any part thereof, whether for the purpose of erecting, making, repairing, maintaining, adding to, or removing any training wall, embankment, lighthouse, beacon, light, navigation mark, or harbour work, or for any other purpose whatsoever.

* 9 Edw. VII. No. 15, *supra*, page 2233.† 6 Geo. V. No. 23, *supra*, page 6983.

Schedule III
(Land to be leased coloured red)



1922. *City Electric Light Co. Foreshore Lease Act.*

In Testimony Whereof We have caused this Our lease to be sealed with the Seal of Our said State.

WITNESS: Our Right Trusty and Well-Beloved Counsellor SIR MATTHEW NATHAN, Major on the Retired List of Our Corps of Royal Engineers, having the Brevet Rank of Lieutenant-Colonel in Our Army, Knight Grand Cross of Our Most Distinguished Order of St. Michael and St. George, Governor of Our State of Queensland and its Dependencies, in the Commonwealth of Australia, at Government House, Brisbane, in Queensland aforesaid, this day of in the year of Our Reign, and in the year of Our Lord One thousand nine hundred and

Schedule.

DESCRIPTION OF LAND.

A strip thirty feet wide across the partially reclaimed area between Portion 11, parish of Bulimba, and the Doughboy training wall, containing an area of about one rood thirty-two perches, commencing at a point on the high-water line five chains easterly from the north-west corner of Portion 11, parish of Bulimba, county of Stanley, and bounded thence on the west by a line bearing north twenty-three degrees west about nine hundred and seventy links to the training wall; thence on the north by that wall bearing north fifty-four degrees east fifty-seven links; thence on the east by a line bearing south twenty-three degrees east about nine hundred and seventy links to high-water line; and thence on the south by high-water line to the point of commencement.

MACKAY SHOW GROUNDS MORTGAGE.

See PARKS AND PUBLIC LAND.

MARYBOROUGH SHOW GROUNDS MORTGAGE.

See PARKS AND PUBLIC LAND.