



SUPPLEMENT
TO THE
VICTORIA
GOVERNMENT GAZETTE

OF FRIDAY, JUNE 3, 1898.

Published by Authority.

No. 52.]

MONDAY, JUNE 6.

[1898.

Mildura Irrigation Trust Acts.

NOTIFICATION PURSUANT TO THE PROVISIONS OF SECTION 7 OF THE MILDURA TRUST LOAN ACT 1896 OF THE GOVERNOR IN COUNCIL HAVING MADE AN ADVANCE BY WAY OF LOAN TO THE FIRST MILDURA IRRIGATION TRUST.

It is hereby notified, pursuant to the provisions of section 7 of the *Mildura Trust Loan Act 1896* as amended by the *Mildura Trust Loan Amendment Act 1897*, that by an Order in Council made the 4th day of March, 1898, the Governor in Council did, under and pursuant to the *Mildura Irrigation Trust Acts*, and on the application of the First Mildura Irrigation Trust, grant an advance of £41,700 by way of loan to the said Trust. And it is hereby further notified that by the section hereinbefore referred to it is among other things enacted that, after the publication of this notification and of a copy of the sections of the *Mildura Trust Loan Act 1896* subsequent to section 7 thereof (which copy is accordingly set out and published in the schedule hereunder), such sections shall come into full force and effect.

GEORGE TURNER,
Treasurer.

The Treasury,
Melbourne, 2nd June, 1898.

SCHEDULE IN THE ABOVE NOTIFICATION REFERRED TO, CONTAINING A COPY OF SECTIONS 8, 9, 10, 11, AND 12 OF THE MILDURA TRUST LOAN ACT 1896.

8. *Interest limited and principal not to be recovered during five years on condition of punctual payment of reduced interest.*

—(1) Notwithstanding anything expressed or implied in any contract whatever, whether executed issued made or entered into before or after the commencement of this Act, it shall not be lawful for any person to charge receive recover or enforce payment of or be paid or allowed in respect of the period of five years commencing on the day of the publication of the said notification in the *Government Gazette* or any portion of such period any greater sum for or any higher rate of interest than Five pounds per centum per annum for or in respect of any principal money secured on any land or any estate or interest in land situate within the First Mildura Irrigation District if such interest at the rate aforesaid is after the date of the said publication punctually paid from time to time within one month after the interest accrues due under the contract; and if such interest at the rate aforesaid be paid from time to time within one month after the same so accrues due, it shall be deemed to be paid and received in lieu of and in full satisfaction and discharge of any higher rate of interest provided for in or payable under the contract, and in such case if the terms and conditions of such contract other than those which relate to the payment of such principal money and interest are duly performed it shall not be lawful for any such person for or in respect of the period for which such interest at the rate aforesaid shall be so paid to ask for or receive recover or enforce payment of or be paid or allowed the whole or any part of any principal money secured as aforesaid or to enforce any of the powers expressed or implied in or by virtue of any such contract or the *Transfer of Land Act 1890*, and any default in payment of such interest so far as it exceeds

No. 52.—JUNE 6, 1898.—1.

the said rate of Five pounds per centum per annum shall not be deemed a default within the meaning of the *Transfer of Land Act 1890*. Provided however that if such interest at the rate aforesaid be not punctually paid from time to time within the said period of one month or if such other terms and conditions are not duly performed it shall be lawful for such person to enforce for and in respect of the period in respect of which such default has been made and for and in respect of any time subsequent to such default all the covenants and powers expressed or implied in or by virtue of any such contract or the *Transfer of Land Act 1890* which he would otherwise have been entitled to enforce if this Act had not passed.

(2) Where any person holds in addition to any such contract any other contract relating to any real or personal estate whatever for or in respect to any such principal money or any part thereof he shall also in respect of such other contract be subject to all the conditions and restrictions hereinbefore mentioned.

(3) The Registrar of Titles shall not be bound to register any dealing by any person under or in pursuance or in respect of any such contract unless and until he is satisfied that such person is under the provisions of this Act entitled to enforce any such contract, and such Registrar may if he think fit accept the statutory declaration of such person or any other person whomsoever as sufficient proof of all or any of the matters aforesaid, and neither the Registrar of Titles nor the assurance fund shall be in any manner liable in respect of anything done or omitted to be done in pursuance of this Act; but nothing in this subsection contained shall in any manner affect the rights or remedies of any person whomsoever against any person enforcing any such contract.

(4) *Mortgage debt to be reckoned at redemption value—Capitalization of interest.*—In this and the last preceding section—

(a) The expression "principal money" in relation to a mortgage means the principal sum by the payment of which on the day of the publication of the notification aforesaid the mortgagor would have been entitled to redeem the property comprised in the mortgage if that day had been fixed by the mortgage for the final payment of all moneys secured thereby together with all interest payable under or by virtue of any contract and over-due and unpaid on the said day;

(b) *Person.*—The word "person" includes any legal or equitable mortgagee sub-mortgagee debenture-holder transferee or assignee of any mortgagee or sub-mortgagee or any person whomsoever claiming directly or indirectly through under or in respect of any contract or directly or indirectly through or under any mortgagee sub-mortgagee debenture-holder transferee or assignee of a mortgagee or sub-mortgagee whether by act of the parties or by operation or process of law or otherwise howsoever;

(c) *Contract.*—The word "contract" includes deed transfer defeasance instrument mortgage debenture contract or agreement howsoever executed issued made or entered into, and whether under seal or by parol; and

(d) *Registrar of Titles.*—The expressions "Registrar of Titles" and "Assurance Fund" shall have the same meaning as under the *Transfer of Land Act 1890*.

(5) *Power to contract for discharge of mortgage.*—Notwithstanding anything in this section contained it shall be lawful to make any contract whereby the debt due under any mortgage is discharged.

9. *No power to charge more than certain rate of interest.*—No person limited by the last preceding section to charge receive recover or enforce payment of or be paid or allowed Five pounds per centum per annum interest shall be entitled to charge receive recover or enforce payment of or be paid or allowed more than Five pounds per centum per annum interest against any company or person in respect of any money owing to such first-mentioned person by the said Chaffey Brothers Limited and secured by a mortgage deposit or transfer of a charge or lien upon any such contract.

*10. *Rateable land in First Mildura Irrigation District.*—(1) So far only as relates to the First Mildura Irrigation District for the definition of "Rateable land" in section three of the Principal Act the following definition shall be substituted, that is to say:—

"Rateable land" means all irrigable land whatsoever within the First Mildura Irrigation District including township allotments (excepting only unoccupied college lands), and whether such irrigable land has or has not been sold, and whether the same has or has not been brought under irrigated culture, but shall not include any land unless and until the same is capable of being supplied with water by gravitation from some existing Trust channel.

(2) As soon as any land becomes rateable land within the meaning of sub-section (1) of this section and the same is with the consent of the Governor in Council sold to any bona fide purchaser for valuable consideration by any mortgagee or other person whomsoever, the land so sold shall be free and exempt from resumption by the Crown under the indenture in the same manner as lands which have been bona fide sold disposed of or transferred by the promoters their executors administrators or assigns for valuable consideration are exempted and excepted from the right of resumption by the Crown. But nothing herein contained shall in any manner prejudice or affect the right of the Crown to resume any land other than that so sold as aforesaid.

11. *Rates made by Receiver in case of default.*—In the event of any rates being made or levied by any Receiver or Receivers appointed under the provisions or authority of Part VIII. of the Principal Act for the purpose of obtaining repayment of any moneys granted by way of the said loan or of obtaining payment of any interest due in respect thereof or of any percentage required to be paid into the sinking fund formed to liquidate the loan or all or any of such purposes, such rates in addition to all the provisions in the Principal Act relating thereto shall be a first charge upon all irrigable land in the First Mildura Irrigation District including township allotments and excepting all unoccupied college lands and shall take priority in respect of such purposes over all other rates charges moneys claims and demands whatever arising or payable under or by virtue of any Act deed instrument mortgage debenture contract or agreement or otherwise howsoever.

12. *Contracts void if repugnant to Act.*—Every contract covenant agreement or undertaking made or entered into between or by any person or persons whomsoever either before or after the commencement of this Act which is contrary or repugnant to the true effect meaning and intent of this Act or is made with intent to avoid or evade the same shall to the extent to which the same is so contrary or repugnant or is intended to avoid or evade this Act be absolutely null and void and of no effect at law or in equity.

* NOTE.—Section number 10, printed above in italics, is repealed by section number 12 of the *Mildura Trust Loan Amendment Act 1897* (No. 1498).

NOTE FURTHER.—Under the provisions of section 3 sub-section (3) of the same Act it is enacted that in the event of the Governor in Council, pursuant to section 2 of the *Mildura Trust Loan Act 1896* as amended by the *Mildura Trust Loan Amendment Act 1897*, granting an advance by way of loan to the Trust, that the provisions of sections 8 and 9 above set out shall be deemed and taken to have come into force as from the first day of July, 1897, and shall continue in force until the expiration of five years from the publication of the above notice.

Private Advertisement.

JOHN JAMES THOM, DECEASED.

ALL persons having any claims against the estate of John James Thom, late of High-street, Eaglehawk, in the colony of Victoria, doctor of medicine, deceased (who died on the 20th day of January, 1898, and probate of whose will was granted by the Supreme Court of Victoria, in its probate jurisdiction, on the 8th day of March, 1898, to Agnes Frame Thom, of High-street, Eaglehawk aforesaid, spinster, and the Sandhurst and Northern District Trustees Executors and Agency Company Limited, of View-street, Bendigo, the executors appointed by the said will), are hereby required to send in particulars, in writing, of such claims to the said executrix and executor at the office of the said company on or before the 6th day of July next, after which date the said executrix and executor will proceed to distribute the assets of the said deceased amongst the parties entitled thereto, having regard only to the claims of which they shall then have had notice; and they will not be answerable or liable for the assets or any part thereof so distributed to any person of whose claim they shall not then have had notice.

Dated this 31st day of May, 1898.

QUICK, HYETT, & RYMER, Molesworth Chambers, Bull-street, Bendigo, proctors for executrix and executor. 9286

Mining Notices.

PEARL COMPANY NO LIABILITY.

NOTICE.—A Call (the 11th) of Threepence per share has been made on the capital of the company, due and payable at the company's office, Victoria Chambers, Bendigo, on Wednesday, 8th June, 1898. S. H. MCGOWAN, Manager. 9267

SOUTH FREDERICK THE GREAT COMPANY NO LIABILITY.

NOTICE.—A Call (the 15th) of One penny per share has been made on the capital of the company, due and payable at the company's office, Victoria Chambers, Bendigo, on Wednesday, 8th June, 1898. S. H. MCGOWAN, Manager. 9268

QUEEN'S DIAMOND JUBILEE COMPANY NO LIABILITY.

NOTICE.—A Call (the 5th) of Twopence per share has been made on the capital of the company, due and payable at the company's office, Victoria Chambers, Bendigo, on Wednesday, 8th June, 1898. S. H. MCGOWAN, Manager. 9269

THE SEA GOLD MINING AMALGAMATED COMPANY NO LIABILITY.

NOTICE.—A Call (the 32nd) of Twopence per share has been made on the capital of the company, due and payable on Wednesday, 8th June, 1898, at the office of the company, Albion Chambers, Bendigo. W. W. BARKER, Manager. 9270

G. G. CONSOLIDATED COMPANY NO LIABILITY. A CALL (the 56th) of Threepence per share has been made on the uncalled capital of the above-named company, payable at my office, Albion Chambers, Bendigo, on Wednesday, 8th June, 1898. J. H. CRAIG, Manager. 9271

NEW CHUM AND VICTORIA GOLD MINING COMPANY REGISTERED.

NOTICE.—A Call (the 51st) of Sixpence per share has been made on the capital of the company, due and payable on Wednesday, 8th June, 1898, at the office of the company, Albion Chambers, Bendigo. W. W. BARKER, Manager. 9272

THE DELBRIDGE RED WHITE AND BLUE FREEHOLD TRIBUTE COMPANY NO LIABILITY. NOTICE.—A Call (the 13th) of Twopence per share has been made on the capital of this company, due and payable at the company's office, City Chambers, High-street, Bendigo, on Wednesday, the 8th day of June, 1898. J. H. MCCOLL, Manager. 9273

SOUTH DEVONSHIRE MINING COMPANY NO LIABILITY.

NOTICE.—A Call (the 25th) of Sixpence per share has been made on the capital of the above company, due and payable at the company's office, City Chambers, High-street, Bendigo, on Wednesday, 8th of June, 1898. J. HEMMING, Manager. 9274

THE PRINCESS DAGMAR GOLD MINING COMPANY NO LIABILITY.

NOTICE.—A Call (the 30th) of Sixpence per share has been made on the capital of the above company, due and payable at the company's office, City Chambers, High-street, Bendigo, on Wednesday, 8th of June, 1898. J. HEMMING, Manager. 9275

FRANCIS ORMOND GOLD MINING COMPANY NO LIABILITY.

NOTICE.—A Call (the 74th) of Threepence per share has been made on the capital of the company, due and payable at the company's office, View Point, Bendigo, on Wednesday, 8th June, 1898. CHRISTOPHER MOORE, Manager. 9276

THE EUREKA EXTENDED COMPANY NO LIABILITY.

NOTICE.—A Call (the 70th) of Sixpence per share has been made, payable at the company's office, View Point, Bendigo, on Wednesday, 8th June, 1898. HENRY Y. NORTH, Manager. 9277

THE NEW CHUM UNITED GOLD MINING COMPANY NO LIABILITY.

NOTICE.—A Call (the 4th) of Sixpence per share has been made, payable at the company's office, View Point, Bendigo, on Wednesday, 8th June, 1898. HENRY Y. NORTH, Manager. 9278

VIRGINIA GOLD MINING COMPANY NO LIABILITY.

NOTICE.—A call (the 28th) of Sixpence per share has been made, payable at the company's office, View Point, Bendigo, on Wednesday, 8th June, 1898. HENRY Y. NORTH, Manager. 9279

**PHOENIX RED WHITE AND BLUE TRIBUTE
G. M. COMPANY N. L.**

NOTICE.—A Call (the 9th) of One penny per share has been made on the capital of the above company, payable on Wednesday, the 8th June, 1898.

W. G. BLACKHAM, Manager.
Beehive Chambers, Bendigo. 9280

**THE SHENANDOAH GOLD MINING COMPANY
NO LIABILITY.**

NOTICE.—A Call (the 21st) of Sixpence per share has been made on the capital of the company, due and payable at the company's office, City Chambers, Bendigo, on Wednesday, 8th June, 1898.

G. A. PETRIE, Manager.
9281

**UNITED ULSTER GOLD MINING COMPANY
NO LIABILITY.**

NOTICE.—A Call (the 42nd) of Threepence per share has been made on the capital of this company, due and payable at the company's office, City Chambers, High-street, Bendigo, on Wednesday, the 8th day of June, 1898.

J. H. McCOLL, Manager.
9282

**BURNT CREEK GOLD MINING CO. NO LIABILITY,
BURNT CREEK.**

NOTICE.—A Call (the 21st) of Fourpence per share has been made on the capital of the company, due and payable to the manager, at the office of the company, 406 Collins-street, Melbourne, on Wednesday, 8th June, 1898.

S. J. WARNOCK, Manager.
9292

**THE ALBERTON QUARTZ MINING COMPANY
NO LIABILITY.**

Registered office: Prell's Buildings, 60 to 70 Queen-street,
Melbourne.

NOTICE is hereby given that a call (the 11th) of One penny per share has been made upon all the shares in the above company, due and payable to me at the registered office, Prell's Buildings, 60-70 Queen-street, Melbourne, on Wednesday, 8th June, 1898.

JNO. S. DANE, Manager.
Dated 19th May, 1898. 9293

**THE A 1 EXTENDED GOLD MINING SYNDICATE
NO LIABILITY.**

Registered office: Prell's Buildings, 60 to 70 Queen-street,
Melbourne.

NOTICE is hereby given that a Call (the 4th) of Two pounds per share has been made upon all the shares in the above company numbered from 75 to 125, due and payable to me, at the registered office, Prell's Buildings, 60-70 Queen-street, Melbourne, on Wednesday, 8th June, 1898.

JNO. S. DANE, Manager.
Dated 20th May, 1898. 9294

SHAMROCK COMPANY NO LIABILITY.

NOTICE.—All shares forfeited for non-payment of 47th call of Threepence per share will be sold by public auction, at the Victoria Hotel, Bendigo, on Saturday, 18th June, 1898, at Four p.m., unless previously paid.

S. H. MCGOWAN, Manager.
Victoria Chambers, Bendigo. 9288

**BELMONT AND SARY UNITED GOLD MINING
COMPANY NO LIABILITY.**

MESSRS. J. ANDREW & CO. will sell by public auction, at Beehive Exchange, Bendigo, on Saturday, 18th June, 1898, at half-past Four o'clock p.m., all shares on which the 18th call of Sixpence per share (due 13th April, 1898), then remains unpaid.

W. B. WALKER, Manager.
9284

**EXTENDED SOUTH DEVONSHIRE Q. M. COMPANY
NO LIABILITY.**

NOTICE.—All shares forfeited for non-payment of 6th call of Twopence per share will be sold by public auction, at the Victoria Hotel, Bendigo, on Saturday, 18th June, 1898, at Four p.m., unless previously paid.

S. H. MCGOWAN, Manager.
Victoria Chambers, Bendigo. 9289

**SOUTH ST. MUNGO G. M. COMPANY
NO LIABILITY.**

NOTICE.—All shares forfeited for non-payment of 18th call of Sixpence per share will be sold by public auction, at the Victoria Hotel, Bendigo, on Saturday, 18th June, 1898, at Four p.m., unless previously paid.

S. H. MCGOWAN, Manager.
Victoria Chambers, Bendigo. 9290

**THE GREAT CENTRAL VICTORIA COMPANY
NO LIABILITY, BENDIGO.**

W. G. BENTLEY will sell by public auction, at the Victoria Hotel, Bendigo, on Saturday, the 18th day of June, 1898, at Four p.m., all shares in the above-named company which have become forfeited through non-payment of the 32nd call of Sixpence per share, due since the 13th of April, 1898, unless they are previously redeemed.

H. BIRCH, Manager.
9291

Twelfth Schedule.

I THE undersigned, hereby make application to register the Spring Gully Junction Gold Mining Company as a no-liability company under the provisions of Part II. of the Companies Act 1890.

1. The name of the company is to be Spring Gully Junction Gold Mining Company No Liability.

2. The place of operations is at Spring Gully, Fryers.

3. The registered office of the company will be situated at City Chambers, Bendigo.

4. The value of the company's property, including leased ground, is Seven hundred and fifty pounds.

5. The number of shares in the company is 30,000, of Three shillings and fourpence each.

6. The number of shares subscribed for is 30,000.

7. The name of the manager is George Alexander Petrie.

8. The names and addresses and occupations of the shareholders, and the number of shares held by each at this date, are as below:—

Name, Address, Occupation.	No. of Shares
Harry Farmer, Bendigo, sharebroker	2,000
Harry Thompson, Bendigo, sharebroker	2,000
Walter W. Eskdale, Bendigo, speculator	2,500
Thomas Weekley, Bendigo, mining manager	2,000
John Wills, Bendigo, sharebroker	1,100
John B. Davies, Bendigo, sharebroker	1,000
William Farmer, Bendigo, undertaker	1,000
Robert O. Kemp, Bendigo, sharebroker	1,000
Charles S. Rowe, Bendigo, mining manager	1,000
James Steward, Bendigo, brewer	1,000
James Weekley, Bendigo, speculator	3,000
William J. Wood, Bendigo, sharebroker	1,000
John Nance, Bendigo, speculator	500
Michael P. Kelly, Bendigo, sharebroker	500
Robert Quinn, Bendigo, stonemason	500
William Gardiner, Bendigo, sharebroker	500
James A. Taylor, Bendigo, sharebroker	500
Wilfred Gale, Bendigo, speculator	500
Ellen Stalker, Melbourne, lady	500
Henry Burrige, Bendigo, hotel proprietor	500
William K. McKenzie, Bendigo, merchant	500
Edward Bright, Bendigo, speculator	500
Samuel A. Wheaton, Bendigo, butcher	500
Robert McNair, Bendigo, sharebroker	500
Frederick Barker, Bendigo, sharebroker	500
Frederick L. Binks, Bendigo, bank manager	700
Arthur H. Merrin, Melbourne, engineer	500
Charles Matear, Bendigo, clerk	500
Alfred Beeson, Bendigo, speculator	800
James Knowlton, Bendigo, jeweller	800
Henry E. Williams, Bendigo, sharebroker	400
Annie McClure, Bendigo, lady	300
Kate McGowan, Bendigo, lady	200
Mary E. Wood, Bendigo, lady	200
Frederick Greasley, Bendigo, clerk	200
John Browell, Bendigo, miner	200
Louie Guest, Bendigo, lady	100
	30,000

G. A. PETRIE, Manager.

Dated this 28th day of May, 1898.

Witness to signature—CHAS. MATEAR.

I, GEORGE ALEXANDER PETRIE, do solemnly and sincerely declare that—

1. I am the manager of the said intended company.

2. The above statement is, to the best of my belief and knowledge, true in every particular.

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of an Act of Parliament of Victoria rendering persons making a false declaration punishable for wilful and corrupt perjury.

G. A. PETRIE.

Taken before me, at Bendigo, this 28th day of May, 1898—
THOS. S. GIBSON, J.P. 9287

**NORTH JOHNSONS REEF QUARTZ MINING
COMPANY NO LIABILITY.**

INCREASE OF CAPITAL.

I THE undersigned manager, hereby give notice that an increase in the capital of the above-named company was, on the 26th day of May, 1898, resolved on. The mode adopted for the increase is by issuing Ten thousand (10,000) new shares of Two pounds (£2) each, paid up to One pound fifteen shillings and sixpence (£1 15s. 6d.) each, in addition to the Twenty-six thousand (26,000) shares now existing in the company.

Dated this 27th day of May, 1898.

J. HEMMING, Manager of the above-named company.

C. L. CHRISTENSEN, } Directors of the
G. A. PETRIE, } above-named
9285 company.

Impounding.

BENDIGO.—Impounded at Bendigo, 25th May, 1898, by Mr. Gadd. Trespass, 5s.
1 red roan, two-year old heifer, indistinct brand near rump like JM.

If not claimed and expenses paid, to be sold on 18th June, 1898.

A. M. LLOYD,
9283—4/3 Poundkeeper.

2022
10
10