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Announcements Office

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Humphry- Company Limited A.C.N. 009

Secretary 165 066

From David Clarke

File No. 011290697

Date 27 June 2003

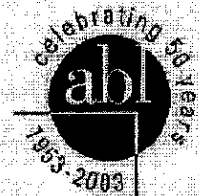
Contact

Subject **St. Barbara Mines Limited,
A.C.N. 009 165 066
RAB Europe Fund Limited
Form 603 - Notice of initial
substantial holder**

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MELBOURNE
SYDNEY

Urgent

Please find attached Form 603 in respect of Section 671B of the Corporations Act 2001, together with a certified copy of the placement agreement executed by St. Barbara Mines Limited.

Please note St. Barbara Mines Limited will also be lodging the attached form and agreement electronically to the ASX Company Announcements Office.

Yours faithfully
Arnold Bloch Leibler

David Clarke
Solicitor

If you do not receive this message in full, please notify by telephoning 61 3 9229 9999.

This facsimile contains privileged and confidential information intended only for the addressee.

If you are not the addressee, or the person responsible for delivering it to the addressee, you may not copy or deliver this facsimile to anyone else or use or disseminate any of the information contained in this facsimile.

If you receive this facsimile by mistake, please notify us immediately by telephone and return the original facsimile and all copies thereof to us by post.

We will reimburse any reasonable costs you incur in notifying us and in returning the facsimile to us.
Thank you.

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Form **603**
Corporations Act 2001
Section 671B

Notice of initial substantial holder

To: Company Name/Scheme **St. BARBARA MINES LIMITED**
ACN/ARSN **009 165 066**

1. Details of substantial holder⁽¹⁾

Name RAB Europe Fund Limited

ACN/ARSN (if applicable)

The holder became a substantial holder on 25 / 06 / 2003

2. Details of voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate⁽²⁾ had a relevant interest⁽³⁾ in on the date the substantial holder became a substantial holder are as follows:

Class of securities ⁽⁴⁾	Number of securities	Persons' votes ⁽⁵⁾	Voting power ⁽⁶⁾
Ordinary	505,333,303	45,000,000	8.9

3. The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest ⁽⁷⁾	Class and number of securities
RAB Europe Fund Limited	Pursuant to market trade	11,500,000 Ordinary Shares
WPS Richards	Pursuant to market trade	500,000 Ordinary Shares
M Allen-Buckley	Pursuant to market trade	500,000 Ordinary Shares
RAB Europe Fund Limited	Pursuant to market trade	2,500,000 Ordinary Shares
RAB Europe Fund Limited	Pursuant to private placement	23,000,000 Ordinary Shares
WPS Richards	Pursuant to private placement	1,000,000 Ordinary Shares
M Allen-Buckley	Pursuant to private placement	1,000,000 Ordinary Shares

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder ⁽⁸⁾	Class and number of securities
RAB Europe Fund Limited	Westpac Custodian Nominees Limited	RAB Europe Fund Limited	11,500,000 Ordinary Shares
WPS Richards	Citicorp Nominees Pty Limited	WPS Richards	500,000 Ordinary Shares
M Allen-Buckley	M Allen-Buckley	M Allen-Buckley	500,000 Ordinary Shares
RAB Europe Fund Limited	Westpac Custodian Nominees Limited	RAB Europe Fund Limited	2,500,000 Ordinary Shares
RAB Europe Fund Limited	Westpac Custodian Nominees Limited	RAB Europe Fund Limited	23,000,000 Ordinary Shares
WPS Richards	National Nominees Limited	WPS Richards	1,000,000 Ordinary Shares
M Allen-Buckley	HSBC Bank Nominees Limited A/C U5630	M Allen-Buckley	1,000,000 Ordinary Shares

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5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration ⁽¹⁾		Class and number of securities
		Cash	Non-cash	
RAB Europe Fund Limited	23 Jan 2003	1,265,000		11,500,000 Ordinary Shares
WPS Richards	24 Jan 2003	55,000		500,000 Ordinary Shares
M. Allen-Buckley	24 Jan 2003	55,000		500,000 Ordinary Shares
RAB Europe Fund Limited	24 Jan 2003	275,000		2,500,000 Ordinary Shares
RAB Europe Fund Limited	25 June 2003	933,800		28,000,000 Ordinary Shares
WPS Richards	25 June 2003	33,350		1,000,000 Ordinary Shares
M. Allen-Buckley	25 June 2003	33,350		1,000,000 Ordinary Shares

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
William Phillip Seymour Richards	Director of RAB Europe Fund Limited
Michael Allen-Buckley	Director of a related Body corporate


7. Addresses

The addresses of persons named in this form are as follows:

Name	Address
C/- RAB Capital Ltd	1 Adam Street
Attention: Joseph Javara / Neil Warrender	London, UK, WC2N 6LE

Signature

print name WILLIAM PHILIP SEYMOUR RICHARDS capacity DIRECTOR / SECRETARY

sign here  date 25/06/2003

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 3 of the form.
- (2) See the definitions of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 to 611D(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.

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- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
- (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection (71B(4)) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).
- See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".
- (9) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisition, even if they are not paid directly to the person from whom the relevant interest was acquired.

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ST BARBARA MINES LIMITED

ATTN: Stephan Miller
FAX: +61 8 9226 1853

24 June 2003

Joseph Jayaraj
RAB Capital Ltd
1 Adam Street
London
WC2N 6LE



Dear Joseph

We hereby confirm that St Barbara Mines Limited ("St Barbara") will make a placement of 15,000,000 fully paid ordinary shares to the RAB Europe Fund Ltd and Philip Richards and Michael Allen-Buckh ("Investors") at 6.67 cents per share resulting in the total placement proceeds payable to St Barbara of A\$1,000,500 ("Subscription Price"). The placement will be made on the same day the Investors pay the Subscription Price to St Barbara.

Contemporaneously with the above placement and allotment, we will arrange for the transfer of a further 15,000,000 existing fully paid ordinary shares in St Barbara to the Investors for no consideration.

In total the Investors will receive 30,000,000 fully paid ordinary shares in St Barbara ("Investor Securities").

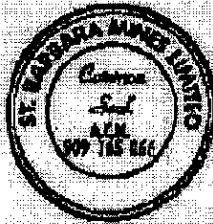
Can you please confirm that you wish all of the above shares to be registered in the name of Cilecorp Nominees Pty Ltd of Level 15, 120 Collins Street, Melbourne, Victoria, Australia.

Schedule 1 and 2 attached hereto form part of the terms and conditions of the Investors receiving the Investor Securities.

The St Barbara bank account details for the transfer of the funds are as follows:

<i>Bank name</i>	Commonwealth Bank of Australia
<i>Bank Address</i>	150 St Georges Terrace Perth
<i>BSB number</i>	066-000
<i>A/C No</i>	1053 7660
<i>Swift Code</i>	CTBA AU2S

The common seal of St Barbara Mines Limited is affixed to this document in the presence of:



Stephan Miller - Director

Alan Rule - Company Secretary

ST BARBARA MINES LIMITED ACN 009 165 088
Level 2, 15 One Street, West Perth
PO Box 1161, West Perth, Western Australia 6150
Telephone +61 8 9478 2222 Facsimile +61 8 9478 5500
Email info@stbarbara.com.au

I hereby certify that this copy is a true copy.

JOSEPH JAYARAJ
(Legal Manager)

SCHEDULE 1**1. SUBSCRIPTION**

On the Subscription Date, the following events will occur in the order following:

- 1.1 the Investors will pay to the Company the Subscription Price;
- 1.2 the Company will issue to the Investors the Investor Securities free from Encumbrances and deliver the CHESS holding statement in respect of the Investor Securities to the Investors; and
- 1.3 the Company will register the Investors in the Register of Members in respect of the Investor Securities and provide the Investors with a certified true copy of those registrations.

2. REPRESENTATIONS AND WARRANTIES**2.1 Warranties**

The Company represents and warrants in favour of the Investors that:

- 2.1.1 as at the date of this Agreement; and
- 2.1.2 separately immediately prior to the Investor Securities being issued,

each of the Warranties is true and correct and not misleading by omission of information or otherwise.

2.2 Interpretation of Warranties

Each Warranty will be treated as a separate warranty in respect of each statement contained in it and the interpretation of any such statement will not be restricted by reference to or inference from any other statement contained in this Agreement.

2.3 Indemnity

The Company indemnifies and agrees to keep the Investors indemnified from and against all actions, claims, demands, losses, damages, proceedings, costs, charges and expenses (including but not limited to any diminution in the value of the Investor Securities held by the Investors) which may be incurred or suffered by the Investors as a result of any breach of any Warranty.

2.4 Survival of Warranties

Each Warranty:

- 2.4.1 will survive the execution, delivery and completion of this Agreement; and

2.4.2 is given with the intent that liability is not confined to breaches discovered prior to the date of this Agreement or prior to the Subscription Date.

2.5 Survival of Indemnities

Each indemnity in this Agreement will:

- 2.5.1 be a continuing obligation;
- 2.5.2 constitute a separate and independent obligation of the party giving the indemnity from its other obligations under this Agreement; and
- 2.5.3 survive completion and termination of this Agreement.

SCHEDULE 2

Warranties

1. COMPANY'S SHARES

- 1.1 The Investor Securities are free from any Encumbrances.
- 1.2 The Investor Securities are fully paid and rank equally in all respects with the issued Ordinary Shares.
- 1.3 The Company has obtained all necessary approvals and consents from its Directors and shareholders for the issue of the Investor Securities.

2. ACCURACY AND ADEQUACY OF INFORMATION

- 2.1 All information and documents provided, disclosures, representations and statements made by or on behalf of the Company or its officers, employees, agents, accountants and solicitors relating to the affairs, accounts or assets of the Company or concerning the subscription for Investor Securities under this Agreement are accurate and comprehensive in all material respects and there are no material omissions.
- 2.2 All information relating to the Company which the Company knows or should reasonably know and which is material to be known by the Investors as prudent investors in the Company and for the purposes of proper and complete legal financial due diligence have been disclosed to the Investors, their agents and advisors prior to the date of this Agreement.
- 2.3 All information relating to the Company and the Investor Securities which have been provided to the Investors has been disclosed by the Company pursuant to its obligations of continuous disclosure under Rule 3.1 of the ASX Listing Rules.

3. CORPORATE ACTION AND COMPLIANCE WITH LAWS

- 3.1 The Company is a company duly incorporated and validly existing under the Corporations Act.

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- 3.2 The Company has the legal right and power to enter into this Agreement and to issue and allot the Investor Securities to the Investor on and subject to the terms of this Agreement.
- 3.3 The execution, delivery and performance of this Agreement by the Company has been duly and validly authorised by all necessary corporate action on its part.
- 3.4 This agreement is a valid and binding agreement on the Company, enforceable in accordance with its terms.
- 3.5 The execution and performance of this Agreement by the Company and the other transactions contemplated by this Agreement does not violate or conflict with or result in a breach of or constitute a default under its Constitution or any agreement binding on it.
- 3.6 The execution and performance of this Agreement by the Company does not violate or breach any existing law including but not limited to the provisions of the Corporations Act and the ASX Listing Rules.
- 3.7 Otherwise as disclosed pursuant to Clause 2.3 hereof, no litigation, arbitration, criminal or administrative proceedings are current, pending or (to its knowledge) threatened which if adversely determined would have a material adverse effect on the Company or the value of the Investor Securities.
- 3.8 The Company has not been placed under administration, gone into liquidation or entered into a compromise or arrangement with any of its creditors pursuant to the Corporations Act or called any meeting or passed any resolution in connection with the Company being placed under administration, going into liquidation or entering into a compromise or arrangement with any of its creditors or had a controller appointed.
- 3.9 No application for the winding up of the Company has been presented and there are no writs of execution, unsatisfied judgments or unsatisfied orders in existence against the Company, nor has a receiver been appointed of the whole or any part of the undertaking or the assets of the Company.

SCHEDULE 3

Definitions

In this Agreement, unless the subject or the context otherwise requires:

"Agreement" means this Agreement entered into between the Company and the Investor;

"ASX" means Australian Stock Exchange Limited;

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"ASX Listing Rules" means those rules administered by the ASX governing the procedures and behaviour of all ASX listed companies;

"CHESS" means ASX's Clearing House Electronic Sub-Register System which provides the central register for electronic transfer of share ownership;

"Company" means St. Barbara Mines Limited (ACN 009 165 060);

"Corporations Act" means the Corporations Act 2001;

"Director" means a director of the Company;

"Encumbrance" means an interest or power reserved in or over any interest in any asset or created or otherwise arising in or over any interest in any asset under a bill of sale, mortgage, charge, lien, pledge, option, trust or power by way of security for the payment of a debt, any other pecuniary obligation or the performance of any obligation and any other encumbrance or security interest whatsoever;

"Investors" means RAB Europe Fund Ltd and William Philip Seymour Richards; and Michael Allen-Buckley 

"Investor Securities" means the Shares to be issued by the Company to the Investor pursuant to this Agreement;

"Ordinary Shares" means the ordinary shares of the Company having the rights ascribed to them by the Constitution;

"Register of Members" means the register of members of a company to be maintained in accordance with s.169 of the Corporations Act;

"Share" means a share in the capital of the Company;

"Subscription Date" means 25 June 2003;

"Subscription Price" means A\$1,000,000; and

"Warranties" means the warranties set out in Schedule 2.