

CHEVRON-HILTON HOTEL AGREEMENT.

9° Elizabeth II., No. XX.

No. 20 of 1960.

AN ACT to approve and ratify an Agreement relating to the construction and establishment by Chevron-Hilton Hotels Limited of an Hotel and Tourist Centre in the City of Perth; to enable the carrying out of the Agreement; to amend the Swan River Improvement Act, 1925-1939; to repeal the Reserves (Government Domain) Act, 1940, and section twenty-five of the Reserves Act, 1959; and for other and incidental purposes.

[Assented to 6th October, 1960.]

BE it enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and the Legislative Assembly of Western Australia, in this present Parliament assembled, and by the authority of the same, as follows:—

1. This Act may be cited as the *Chevron-Hilton Hotel Agreement Act, 1960*.

Short title
and citation.

Commence-
ment.

2. (1) This Act shall come into operation on a day to be fixed by proclamation, which proclamation shall be made if and when the deposit referred to in clause six of the Agreement is duly paid as provided therein.

(2) Subject to subsection (1) of this section, if the deposit is not duly paid but the request referred to in subclause (3) of clause one of the Agreement is duly made as provided therein, a proclamation shall be made relating to the clauses of the Agreement other than clauses four to sixteen, both inclusive, thereof, whereupon the clauses four to sixteen both inclusive shall have no operation or effect but the remaining clauses of the Agreement shall operate and have effect, and so much of this Act as relates to those remaining clauses shall come into operation on the day fixed by the proclamation.

Interpre-
tation.

3. In this Act unless the context requires otherwise—

Schedule.

“Agreement” means the Agreement a copy of which is set forth in the Schedule to this Act;

“Company,” “Council,” and “Trustees” have the same meanings respectively as the expressions “Company,” “Council,” and “the said Trustees” have in the Agreement.

Agreement
approved and
ratified.

4. (1) The Agreement is approved and ratified.

Agreement
to have
statutory
force.

(2) Notwithstanding any other Act or law, the Agreement shall be carried out and take effect as though its provisions had been expressly enacted in this Act.

Trustees to
demolish
improve-
ments on
certain land,
and give
the Council
vacant
possession.

5. (1) Subject to the provisions of any agreement entered into between the Trustees and the Council, the Trustees shall demolish the improvements at present erected on that portion of the land described in Schedule “A” to the Agreement which portion is

referred to in paragraph (a) of clause three of the Agreement, and complete the demolition of those improvements before the thirty-first day of December, one thousand nine hundred and sixty, and shall give to the Council vacant possession of that portion of land on or before that date.

(2) The Trustees shall give to the Council vacant possession of the balance of the land described in Schedule "A" to the Agreement on or before the fifteenth day of September, one thousand nine hundred and sixty-one.

6. (1) On or before the thirty-first day of December, one thousand nine hundred and sixty, the Council shall give to the Company vacant possession of that portion of the land described in Schedule "A" to the Agreement of which portion the Council is required, pursuant to the provisions of clause four of the Agreement, so to give vacant possession on or before that date.

Council
to give the
Company
vacant
possession
of certain
land.

(2) Upon obtaining vacant possession of the land referred to in subsection (2) of section five of this Act, the Council shall demolish any improvements erected on such land and complete the demolition of those improvements before the thirtieth day of September, one thousand nine hundred and sixty-one, and on or before that date the Council shall give to the Company vacant possession of so much of that land as the Council is required, pursuant to the provisions of clause four of the Agreement, so to give.

7. (1) Subject to the provisions of the Agreement and to the making of the application by the Company and to payment of the premium (if any) fixed, as referred to in clause sixteen of the Agreement, the Licensing Court constituted under the Licensing Act, 1911, shall, notwithstanding any provision of that Act, grant and issue, and it is hereby authorised so to do, the licenses under that Act referred to in that clause of the Agreement.

Licensing
Court
to grant
licenses
under the
Licensing
Act, 1911, as
required by
Agreement.
Cf. Licensing
Act, 1911,
s. 47 (1).

(2) Upon the granting of any license under this section, the person to whom the license is granted becomes a licensee under the Licensing Act, 1911, and the premises in respect of which the license is granted become licensed premises under that Act, and subject to the provisions of subsection (3) of this section, the provisions of that Act apply in all respects as though that person were a licensee and those premises were licensed premises within the meaning of that Act.

Ibid. s. 45.

(3) Notwithstanding the provisions of section forty-five of the Licensing Act, 1911, each license granted pursuant to the provisions of this section remains in force until the thirty-first day of December in the year next succeeding the date upon which the license was first granted.

Parties to Agreement to carry out their obligations thereunder.

8. Subject to the provisions of the Agreement, each party to the Agreement shall carry out and perform in accordance with those provisions all the obligations required by the Agreement to be carried out and performed by that party.

Closure of portion of Riverside Drive, Perth.

9. (1) The portion of the public road known as Riverside Drive in the City of Perth being a public road one chain wide along the south-eastern boundary of Perth Suburban Lot 403, extending from the prolongation in a south-easterly direction of the north-eastern alignment of the public road known as Hay Street to the prolongation in a south-easterly direction of the south-western alignment of the public road known as Nelson Avenue, including widenings at the south-eastern and north-eastern corners of Perth Suburban Lot 403, is hereby closed and all rights of way over it shall cease on the coming into operation of this Act.

(2) The land comprised in the widenings at the south-eastern and north-eastern corners of Perth Suburban Lot 403 is hereby re-included in that lot and is vested in the Western Australian Cricket Association (Incorporated) as owner of the land in Certificate of Title Volume 841 Folio 56.

(3) The Registrar of Titles shall, on the application of the Western Australian Cricket Association (Incorporated) and on payment of the prescribed fee cancel the relative Certificate of Title Volume 841 Folio 56 and issue a new one in which the land in the portion referred to in subsection (2) herein shall be included.

(4) Where land contiguous to any portion of the road widenings so closed and vested is subject to an encumbrance, whether by way of mortgage or otherwise, as regards any estate or interest in the land, then the portion shall, if the nature of the encumbrance so admits, on the issue of the new certificate of title showing the vesting of the portion as in this section provided, become subject to that encumbrance as if it had been originally included in the encumbrance by the owner for the time being of that estate or interest.

(5) The land comprising the balance of the portion of the road so closed is hereby revested in Her Majesty as of her former estate with a view to its being disposed of and dealt with in accordance with the provisions of the Agreement.

10. When the Trustees obtain vacant possession of the land described in Schedule "C" to the Agreement, the Trustees shall, pursuant to the provisions of the agreement and subject to the provisions of the agreement entered into between the Trustees and the Council referred to in clause twenty-three of the Agreement, erect and by the fifteenth day of September, one thousand nine hundred and sixty-one, complete the erection of, a new college for boys in substitution for the college at present erected on the land described in Schedule "A" to the Agreement.

Trustees
to erect new
college.

11. (1) This section shall be read as one with the Swan River Improvement Act, 1925, referred to in this section as the principal Act.

Swan River
Improvement
Act, 1925,
amended.

(2) The principal Act as amended by this Act may be cited as the Swan River Improvement Act, 1925-1960.

(3) Section two of the principal Act is amended by substituting for the words, "and to" appearing at the end of line eight of paragraph (a) the passage, "and as shown in the plan deposited in the Main Roads Department and marked MRD. W.A. 2039, between the line thereon coloured orange and the black line marked 1750' R showing the proposed new shore line easterly thereof, and to."

Investment
of purchase
moneys
received by
State
Government
Insurance
Office.

12. (1) Upon the sale by the State Government Insurance Office to the Company of the land described in Schedule "B" to the Agreement, which sale is referred to in clause six of the Agreement, that Office shall invest the proceeds of the sale in manner required by subsection (9) of section seven of the State Government Insurance Office Act, 1938.

(2) The capital and income of the investments made pursuant to subsection (1) of this section shall be devoted solely for the purpose of new Public Buildings on the "Observatory Site" and shall not be credited to Consolidated Revenue.

Repeal.

13. The Reserves (Government Domain) Act, 1940, and section twenty-five of the Reserves Act, 1959, are hereby repealed.

S. 3.

THE SCHEDULE.

THIS AGREEMENT under seal made the Second day of September One thousand nine hundred and sixty BETWEEN THE HONOURABLE DAVID BRAND M.L.A. Premier and Treasurer of the State of Western Australia acting for and on behalf of the said State and its instrumentalities (hereinafter referred to as "the State") of the first part THE CITY OF PERTH a body corporate by that name pursuant to the provisions of the City of Perth Act 1914 having its office situate at 207 Murray Street Perth in the State of Western Australia (hereinafter with its successors referred to as "the Council") of the second part CHEVRON-HILTON HOTELS LIMITED a company duly incorporated under the provisions of the Companies Acts of Victoria having its registered office in the State of Victoria at 34 Queens Road Melbourne and its registered office in the State of Western Australia at 20 Howard Street

Perth (hereinafter with its successors and permitted assigns referred to as "the Company") of the third part AND THE STATE GOVERNMENT INSURANCE OFFICE a body corporate pursuant to the provisions of the State Government Insurance Office Act 1938-1958 having its principal place of business at 184 Saint George's Terrace Perth in the State of Western Australia of the fourth part.

WHEREAS subject to the provisions of this Agreement—

A. The Company with a view to the erection of an hotel and tourist centre as hereinafter provided has agreed—

- (1) to purchase from the Council which has agreed to sell so much of certain land which the Council has separately agreed to purchase from the Trustees of The Christian Brothers of Strathfield in the State of New South Wales (hereinafter referred to as "the said Trustees") as is not required by the Council for street-widening purposes;
- (2) to purchase certain adjoining Crown land now vested in The State Government Insurance Office which that Office with the consent of the State has agreed to sell conditionally upon the erection of the said hotel and tourist centre (hereinafter referred to as "the hotel building"); and
- (3) to sell to the Council so much of the said Crown land as is required by the Council for street-widening purposes.

B. The Council in furtherance of its proposed town planning scheme for an area south of Saint George's Terrace between Barrack Street and Victoria Avenue in the City of Perth desires for street-widening purposes to make early purchases of certain strips of land and to make purchases at some future time of certain other strips of land in the said area.

C. The Council for the purpose of enabling the said Trustees to erect a new college for boys in substitution for the existing college erected on land first referred to in Recital "A" hereof has agreed to acquire with a view to selling to the said Trustees certain Crown land (part whereof is to be reclaimed) which now includes portion of a gazetted road in respect of one-half of which easements are required for public purposes.

D. The State and the Council have agreed that the Council will surrender and transfer certain lands required for education and water supply purposes respectively and will establish a car park on certain other land.

NOW THIS AGREEMENT WITNESSETH:

1. (1) THIS Agreement is made subject to approval and ratification by The Parliament of Western Australia expressed in an Act to be passed by both Houses of the Parliament before the twelfth day of October 1960 or before such later date as the State the Council and the Company may mutually agree upon and to provide that it shall not come into operation unless and until a proclamation is made by the Governor and published in the *Government Gazette*.

(2) THE proclamation shall be made and published as soon as conveniently may be after the payment of the deposit referred to in clause 6 hereof within the period therein mentioned or within such extended period not exceeding twenty-eight (28) days as the State may allow and upon such publication this Agreement shall have effect and shall be deemed substituted for an agreement made the twelfth day of May 1960 between the Company of the one part and The Honourable Arthur Frederick Watts C.M.G. M.L.A. on behalf of the State of the other part which latter agreement shall then cease to have effect. If the said Act is not duly passed as aforesaid or if the said proclamation is not duly made and published then this Agreement other than this clause shall have no operation or effect and no party hereto shall have any claim against any one or more of the other parties hereto with respect to any act matter or thing in or arising out of this Agreement other than this clause BUT the State and the Company shall enter into a new agreement as contemplated in the said agreement dated the twelfth day of May 1960 subject to the approval thereof by The Parliament of Western Australia before the thirtieth day of November 1960 AND any dispute or difference between the State and the Company arising out of or in connection with the provisions to be contained in the said new agreement shall in default of agreement between those parties be referred to and settled by arbitration under the provisions of the Arbitration Act 1895 and any amendments thereof for the time being in force.

(3) IF the said Act is passed by both Houses of the Parliament within the time or extended time referred to in subclause (1) of this clause but the deposit referred to in clause 6 hereof is not paid within the period or extended period referred to in subclause (2) of this clause then the Council and the said Trustees may by notice in writing given to the State not earlier than fifty (50) days nor more than sixty (60) days from the passing as aforesaid of the said Act request that this Agreement shall operate in relation to all the provisions thereof except clauses 4 to 16 both inclusive. If such request is so made a proclamation relating to all the provisions hereof other than clauses 4 to 16 both

inclusive shall be made by the Governor and published in the *Government Gazette* whereupon this Agreement other than clauses 4 to 16 both inclusive hereof shall operate but clauses 4 to 16 both inclusive hereof shall have no operation or effect and no party hereto shall have any claim against any one or more of the other parties hereto with respect to any act matter or thing in or arising out of the said clauses 4 to 16 BUT the State and the Company shall enter into the new agreement as referred to in subclause (2) of this clause.

2. CLAUSES 3 and 4 of this Agreement relate to the land described in Schedule "A" hereto being land now owned by the said Trustees and situate south of and adjoining Saint George's Terrace and west of and adjoining Victoria Avenue in the City of Perth and upon which the said Trustees are at present conducting a college for boys.

3. THE Council will by separate agreement with the said Trustees purchase from the said Trustees who will sell an estate in fee simple free of all encumbrances in the whole of the land described in Schedule "A" hereto upon terms and conditions which will include provisions to the effect—

- (a) That the said Trustees will by the thirty-first day of December 1960 demolish the improvements on a portion of the land as shown coloured yellow on Drawing No. 26 SO6 dated the 22nd day of July 1960 drawn by the Company's architects and initialled by or on behalf of the Council the Company and the said Trustees for the purposes of identification (copies of which drawing are deposited in the offices of the State and the Council) which portion is required by the Company by the first-mentioned date for the purpose of part of its building operations pursuant to this Agreement and the said Trustees will on or before that date give vacant possession of the said portion of the land to the Council; and
- (b) That the said Trustees will give to the Council vacant possession of the balance of the land on or before the fifteenth day of September 1961.

4. THE Council will excise and retain for street-widening purposes certain strips on the northern eastern and southern boundaries of the land being the whole of the lands described in Schedule "A" hereto less the portion thereof delineated and coloured green (subject to survey) on Department of Lands and Surveys Plan No. CD 632 (hereinafter referred to as "the said Plan CD 632" and copies of which initialled by or on behalf of the parties hereto for

the purposes of identification are deposited in the offices of the State and of the Council) AND will sell and transfer to the Company for the purposes hereinafter mentioned an estate in fee simple free of encumbrances in the balance of the land being the land referred to as Lot 817 on sketch-plan prepared by P. G. S. Hope & Partners dated 28/7/60 and initialled by or on behalf of the parties hereto for the purposes of identification (copies whereof are deposited in the offices of the State and of the Council) and generally delineated and coloured green on the said Plan CD 632 upon terms and conditions which will include provisions to the effect that the Council will on the thirty-first day of December 1960 give to the Company vacant possession of that portion of the land referred to in paragraph (a) of clause 3 hereof and will by the thirtieth day of September 1961 demolish the improvements on the then balance of the land and give vacant possession thereof to the Company. Subject to survey the land shown coloured green on the said Plan CD 632 together with adjoining land having a width of 348.5 links (230 feet) and a depth of 522.7 links (345 feet) or thereabouts as delineated and coloured red (subject to survey) on the said Plan CD 632 are together hereinafter referred to as "the hotel site."

5. CLAUSES 6 and 7 of this Agreement relate to the land described in Schedule "B" hereto being Crown land vested under the provisions of the Land Act 1933-1958 in The State Government Insurance Office having a frontage of 348.5 links (230 feet) to the said Saint George's Terrace and adjoining the land described in Schedule "A" hereto.

6. THE State Government Insurance Office with the consent of the State shall sell to the Company which shall purchase an estate in fee simple free of trusts and encumbrances in the land described in Schedule "B" hereto for the sum of TWO HUNDRED AND TWENTY-FOUR THOUSAND ONE HUNDRED AND SIXTY POUNDS (£224,160) which purchase price shall be paid as follows: A deposit of TWENTY-TWO THOUSAND FIVE HUNDRED POUNDS (£22,500) within fourteen (14) days next following the giving by the State to the Company of a notice in writing that both Houses of The Parliament of Western Australia have passed the Act ratifying this Agreement and the balance of the purchase price by two (2) equal annual instalments each of ONE HUNDRED THOUSAND EIGHT HUNDRED AND THIRTY POUNDS (£100,830) payable respectively without interest on the first and second anniversaries of the passing as aforesaid of the Act ratifying this Agreement. The certificate or certificates of title to the said land may at the option of The State Government Insurance Office be retained by it until the Company has paid the whole of the said price

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and has completed the erection on the hotel site of the hotel building in accordance with the provisions of this Agreement. Vacant possession of the land described in Schedule "B" hereto will be given to the Company on payment by it of the said deposit. Section twenty-five of the Reserves Act 1959 is deemed modified to any extent necessary to give effect to this Agreement.

7. SUBJECT to the prior compliance by the Company with its obligations under clauses 6 and 9 hereof and subject to clause 13 hereof the Company shall sell to the Council which shall purchase an estate in fee simple free of trusts and encumbrances in so much of the land as is required by the Council for street-widening purposes being strips on the northern and southern boundaries of the land and being the whole of the land described in Schedule "B" hereto less that portion of the land which (subject to survey) is shown coloured red on the said Plan CD 632.

8. CLAUSES 9 to 16 both inclusive of this Agreement relate to the hotel site referred to in clause 4 hereof.

9. THE Company shall with all reasonable despatch after the publication of a proclamation referred to in clause 1 hereof commence on the hotel site the construction of the hotel building being an hotel and tourist centre containing not less than two hundred (200) bedrooms with provision for an airline terminal all in accordance with a ground plan and building plan approved or to be approved in writing by the Treasurer for the time being of the State of Western Australia (hereinafter referred to as "the Treasurer") at a cost inclusive of the purchase price of the land described in Schedule "B" hereto of TWO MILLION POUNDS (£2,000,000) or thereabouts and shall complete such construction in accordance with the said approval and the relevant laws for the time being in force in the said State not later than two (2) months before the date of the formal opening of the games commonly known as "The British Empire and Commonwealth Games" at Perth in the year One thousand nine hundred and sixty-two or before the first day of December 1962 whichever date shall be the earlier.

10. THE Company in its construction of the hotel building as aforesaid shall use its best endeavours to obtain and use local materials and equipment and to employ local labour.

11. THE ground and building plans referred to in clause 9 hereof shall to the satisfaction of the Treasurer make adequate provision for the privacy of Government House on adjoining land.

12. THE State undertakes that the Bill for the Act to ratify this Agreement shall make provision for—

- (a) approving and ratifying this Agreement;
- (b) requiring the Council and the said Trustees in accordance with the provisions hereof to carry out the demolitions and to give the vacant possessions referred to in this Agreement in relation to the land generally delineated and coloured green on the said Plan CD 632;
- (c) the grant and issue of the licenses under the provisions of the Licensing Act 1911 and its amendments for the time being in force as referred to in clause 16 hereof;
- (d) requiring the parties to this Agreement to carry out their respective obligations hereunder;
- (e) closing the portion of the road referred to in clause 19 hereof; and
- (f) requiring the said Trustees to erect the new college for boys as contemplated by the provisions of clause 23 hereof.

13. EXCEPT with the consent in writing of the Treasurer the Company shall not dispose of or encumber the land described in Schedule "B" hereto or any part thereof or of its interest therein or in this Agreement until the full purchase price for that land has been duly paid and until the erection of the hotel building on the hotel site has been completed in accordance with the ground plan and building plan referred to in clause 9 hereof. Subject to clause 37 hereof (relating to delays) and except where and to the extent that the Treasurer waives compliance with an obligation of the Company if the Company should fail to comply with any of its obligations under this Agreement and to remedy that failure within ninety (90) days after the State has given to the Company notice in writing specifying the obligation with which the Company has failed to comply the Company shall thereupon forfeit the whole of any deposit paid in respect of the land described in Schedule "B" hereto and will also forfeit its rights and benefits under this Agreement in relation to that land and forthwith on written demand made by the Treasurer in that behalf shall execute or cause to be executed and shall deliver to the Treasurer a registerable transfer of that land free of all encumbrances to the said The State Government Insurance Office and without the payment of any compensation shall give vacant possession of that land to that Office AND the Company doth hereby irrevocably constitute and appoint the Treasurer the true and lawful attorney of the Company to execute the transfer aforesaid.

14. (1) IN the event of MacRobertson Miller Airlines Limited T.A.A. and Ansett-A.N.A. or any two of them making request in writing to the Company that the Company will allow part of the hotel building to be used as an airline terminal by those Companies or by any two of them the Company will agree and in the event of disagreement between the Company and the other Companies concerned as to the terms and conditions upon which that part of the hotel building may be used as such airline terminal the matter in dispute shall if the other Companies shall so request be referred to and determined by arbitration the Company to appoint one arbitrator and the other Companies concerned to join in appointing one other arbitrator and the two arbitrators to appoint an umpire who if so requested by all the parties to the arbitration shall be the Treasurer or his nominee but otherwise the matter in dispute shall be referred to and determined by arbitration under the provisions of the Arbitration Act 1895 and its amendments for the time being in force.

(2) THE State agrees in principle to undertake that while the Company maintains on the hotel site airline terminal facilities which in the opinion of the State are adequate for the needs of the City of Perth and unless and until a new concept accepted in at least one other Australian State favours a system of several composite airlines terminals of the type contemplated in subclause (1) of this clause to serve the needs of a city the size of the City of Perth the Government of the said State will not sponsor or assist in the establishment of another such airline terminal in competition with the Company's airline terminal within an area having a radius of one mile from the hotel site for a period of twenty years from the date hereof.

15. THE Company shall indemnify and keep indemnified the State against all actions claims damages costs and demands arising out of or in connection with the construction maintenance and use by the Company of the hotel building or its use of the hotel site.

16. (1) ON the completion of the erection by the Company of the hotel building or at such earlier date as the State and the Company may in writing mutually agree upon the Company may in manner mentioned in the next succeeding subclause apply to the Licensing Court constituted under the Licensing Act 1911 and its amendments for the time being in force for the grant and issue to the nominee of the Company of a publican's general license in respect of premises comprising the whole or part of the hotel site and the hotel building and of a restaurant license in respect of not more than four (4) particular areas of those premises.

(2) THE application shall be in writing accompanied by properly drawn plans of the hotel building showing in regard thereto the information referred to in section 61 (2) (b) of the said Act and in relation to each license applied for shall disclose the name and address of the proposed licensee and particulars of the area or areas in respect of which the license is sought.

(3) ON receipt of the said application the Licensing Court may fix a premium to be paid by the Company to the Consolidated Revenue Fund in respect of the licenses and the Court on payment of the premium (if any) so fixed or on its deciding not to fix a premium shall notwithstanding the provisions of the said Act in relation to notices fees objections and hearing and without further compliance with or observance of those provisions grant and issue the licenses as applied for as though enabled by the said Act so to do.

(4) EACH of the licenses so granted shall have effect as if duly granted under the said Act but shall remain in force until the thirty-first day of December in the year next following the date upon which the license is granted and the said Act shall be deemed modified to any extent necessary to give effect to this clause.

17. CLAUSES 18 to 23 hereof both inclusive relate to the land described in Schedule "C" hereto being land comprising an area of not less than fourteen (14) acres adjoining the south-eastern boundary of grounds owned by the Western Australian Cricket Association Incorporated and being (subject to survey and to reclamation) land shown coloured blue on the said Plan CD 632.

18. SO much of the land described in Schedule "C" hereto as is at present less than seven (7) feet six (6) inches above Low Water Mark Fremantle shall by the thirty-first day of December 1960 be reclaimed and made stable by and at the expense of the Council by raising that portion of the land to an elevation of at least seven (7) feet six (6) inches above Low Water Mark Fremantle and as part of such reclamation work the Council shall construct a levee along so much of the boundary of the land as is at the date hereof below Low Water Mark Fremantle. The Council will indemnify and keep indemnified the State against all actions claims damages costs and demands arising out of or in connection with the work.

19. ON the publication of a proclamation referred to in clause 1 hereof the State will give to the Council which in turn will forthwith give to the said Trustees vacant possession of so much of the land as is then not less than seven (7) feet six (6) inches above Low Water Mark

Fremantle and is not the subject of the easements referred to in clause 21 hereof. So much of the gazetted road being portion of the road known as Riverside Drive as is included in the land described in Schedule "C" hereto will be closed by a provision in the Act ratifying this Agreement.

20. THE State will give to the Council which in turn will forthwith give to the said Trustees vacant possession of the balance of the land progressively as and when the reclamation work referred to in clause 18 hereof raises the land to a height of not less than seven (7) feet six (6) inches above Low Water Mark Fremantle.

21. AS soon as conveniently may be after the reclamation work referred to in clause 18 hereof is sufficiently advanced for the purposes of this clause the State will cause a survey to be made of the whole of the land and when the said Trustees have entered into a contract for the erection of the new college referred to in clause 23 hereof and work pursuant to that contract has commenced on the site of the new college the State will cause to be issued to the Council a Crown Grant to the land under the provisions of the Land Act 1933-1958 (as though enabled thereby) subject to and conditionally upon the simultaneous execution by the Council and delivery to the State of Deeds of Easement in respect of a portion of the land being a strip thirty-three (33) feet wide adjoining and extending along the north-western boundary of the land in a form which has already been approved by the State the Council and the said Trustees and initialled by them or on their behalf for the purposes of identification (copies of which form are deposited in the offices of the State and of the Council). The Council will in turn forthwith thereafter transfer the whole of its estate and interest in the land and will give vacant possession thereof to the said Trustees subject to the easements created by the said Deeds of Easement.

22. BY the thirty-first day of March 1961 this State will cause the Metropolitan Water Supply Sewerage and Drainage Department and the State Electricity Commission of Western Australia to provide to the land reasonable facilities for the services of sewerage water electricity and gas upon and subject to terms and conditions as usually imposed by the said Department and the said Commission respectively in relation to the provision of those services: PROVIDED THAT the Council will on demand pay to the said Department the whole of the expenses which it incurs hereunder and will pay to the said Commission any amount which that Commission determines to have been incurred by it in providing the facility in excess of the normal expenditure for the purpose.

23. THE Council warrants that its separate agreement with the said Trustees makes provision that with all reasonable despatch after the publication of a proclamation referred to in clause 1 hereof the said Trustees will commence the erection upon so much of the land of which it has vacant possession of a new college for boys and will by the fifteenth day of September 1961 complete the erection of the new college in substitution for the college referred to in clause 2 hereof.

24. CLAUSES 25 and 26 of this Agreement relate to the lands described in Schedule "D" hereto being lands comprising a total of five and one-half (5½) acres or thereabouts in area and adjoining the South Kensington School in Victoria Park and in respect of which the Council is registered as the proprietor of an estate in leasehold.

25. AS soon as practicable after the publication of a proclamation referred to in clause 1 hereof the Council in consideration of these presents will surrender to Her Majesty the whole of the Council's estate and interest in the lands described in Schedule "D" hereto and give vacant possession thereof.

26. THE State will cause the lands to be set apart under the provisions of the Land Act 1933-1958 as reserves for school sites.

27. CLAUSES 28 and 29 hereof relate to the land described in Schedule "E" hereto being land comprising forty-one (41) acres or thereabouts situate in the Mount Kenneth area of the City of Perth and in respect of which the Council is registered as the proprietor of an estate in fee simple.

28. AS soon as practicable after a request in writing for the purpose is made to the Council by the State after the publication of a proclamation referred to in clause 1 hereof the Council will in consideration of these presents execute and deliver a registerable transfer to the Minister of Water Supply Sewerage and Drainage of the whole of the Council's estate and interest in the land described in Schedule "E" hereto free of trusts and encumbrances and at the time of such delivery shall give vacant possession of the land to the said Minister with a view to the subsequent use of that land for water supply purposes.

29. THE land shall be valued as at the date of this Agreement by mutual agreement between the State and the Council and in default of agreement the valuation shall be referred to and determined by arbitration as hereinafter

provided. The amount of the valuation as so agreed or determined shall not be payable to the Council but shall be credited without interest to the Council in the books of the State against the total of the valuations referred to in clause 32 hereof.

30. CLAUSES 31 32 and 33 of this Agreement relate to the lands described in Schedule "F" hereto comprising Reserve 18392 for Public Buildings upon which the existing Supreme Court Buildings stand less that portion thereof shown coloured brown on the said Plan CD 632 and also comprising the whole of adjoining Reserve A18391 for Public Gardens.

31. THE lands described in Schedule "F" hereto shall as at the date of this Agreement be valued on the basis of unimproved land free from all restrictions of a town planning nature at an amount to be determined by agreement between the State and the Council and in default of agreement to be referred to and determined by arbitration as hereinafter provided. The amount of the valuation as so agreed or determined shall not be payable in cash by the Council but shall be credited without interest to the State for the purpose mentioned in the next succeeding clause.

32. THE State agrees that the town planning scheme proposed by the Council for the area bounded by Barrack Street Saint George's Terrace Victoria Avenue and Riverside Drive as generally indicated (subject to survey) on the Council's Drawing No. 2432 (copies of which initialled by or on behalf of the parties hereto for the purposes of identification are deposited in the offices of the State and of the Council) is one that is desirable to be carried into effect and also agrees that the understanding of the State is that for this scheme to be fully effective it will be necessary for the lands described in Schedule "F" hereto to be acquired by the Council. The State is not now prepared to sell or transfer these lands to the Council but when at some future time the then Government of the said State may decide that because of the growth of population or for other reason it becomes necessary to erect elsewhere new Supreme Court Buildings in substitution for the existing Supreme Court Buildings the then Government will grant and issue to the Council a Crown Grant under the provisions of the Land Act 1933-1958 (as though enabled thereby) of the whole of the lands described in Schedule "F" hereto for a consideration which subject to any agreement to the contrary which may then be made between the then Government and the Council will be equal to the difference between the valuation referred to in clause 29 hereof of the land situate in the Mount Kenneth area and described in

No. 20.] *Chevron-Hilton Hotel Agreement.* [1960.

Schedule "E" hereto on the one hand and on the other hand the total of the valuation referred to in clause 31 hereof of the lands described in Schedule "F" hereto and the valuation (to be agreed or determined as mentioned in clause 31 hereof) of the improvements on the lands described in Schedule "F" hereto as those improvements shall exist on the date of the issue of the said Crown Grant. The amount of such difference shall be paid by the Council to the State on the issue of the said Crown Grant and the State will then give to the Council vacant possession of the lands.

33. THE Council in its use of the lands the subject of the Crown Grant referred to in the last preceding clause will have due regard to the preservation of that historical building situate on portion of the said lands which was the original Supreme Court Building in the said State and which at the date hereof is being occupied by the Court of Arbitration.

34. IN relation to the lands described in Schedule "G" hereto comprising Government House site certain lands adjoining that site on the western and eastern boundaries and also the excepted portion (coloured brown on the said Plan CD 632) of the reserve for Public Buildings referred to in Schedule "F" hereto the State appreciates that the completion of the Council's proposed town planning scheme for the area referred to in clause 32 hereof will require the excision from the lands of such substantial areas of both the northern and southern boundaries as will make the existing Government House on the lands no longer tenable as the Governor's residence. The State acknowledges to the Council that when the time comes that Government House is no longer required as the Governor's residence it is anticipated that the Government of that time will give to the Council the right to acquire for street-widening purposes strips on the northern and southern boundaries of the lands generally indicated (subject to survey) on the said Council's drawing number 2432 on terms then to be agreed upon.

35. IN relation to the lands described in Schedule "H" hereto being lands adjacent to Nelson Crescent in the City of Perth and shown coloured grey on the said Plan CD 632 the Council undertakes with the State that the Council will provide a parking area for motor and other vehicles on the lands and will acquire by private treaty or compulsorily such lands as it may be necessary to acquire for this purpose.

36. THE remaining clauses of this Agreement are of general application.

37. THIS Agreement is made subject to any delays in the performance of obligations herein which may be occasioned by or arise from circumstances beyond the power and control of the party to this Agreement responsible for the performance of such obligations including delays caused by or arising from act of God act of war force majeure act of public enemies strikes lockouts stoppages restraint of labour or other similar acts (whether partial or general) shortage of essential materials reasonable failure to secure or delays of contractors riots and civil commotion.

38. THIS Agreement shall be interpreted according to the laws for the time being in force in the said State of Western Australia.

39. ANY obligation of the State or of the Company under the provisions of this Agreement may from time to time be cancelled added to or varied by an agreement to that effect made between the State and the Company.

40. ANY dispute or difference between the State and any one or more of the other parties to this Agreement arising out of or in connection with this Agreement (except clause 34 hereof) or any variation thereof or as to the construction of this Agreement or of such variation or as to the rights duties or liabilities of the parties hereto shall in default of agreement between the parties to the dispute or difference be referred to and settled by arbitration under the provisions of the Arbitration Act 1895 and its amendments for the time being in force. This clause is without prejudice to the rights and obligations of the Council or of the Company which they or either of them may have under any separate agreement between themselves or with the said Trustees.

41. ANY notice consent request or other writing authorised or required by this Agreement to be given or sent by or to the State or the Company shall be deemed to have been duly given or sent by the State if signed by the Treasurer and forwarded by prepaid post to the Company at its registered office in the State of Western Australia and by the Company if signed by the attorney general manager or secretary of the Company and forwarded by prepaid post to the Treasurer AND shall be deemed to be given or sent at the time when in due course of post it should be delivered at the address to which it is sent.

42. THE Act ratifying this Agreement may make provision for an amendment to the Swan River Improvement Act 1925-1939 to authorise the reclamation of further land adjoining the land described in Schedule "C" hereto.

SCHEDULE "A."

An estate in fee simple in those pieces of land being Perth Town Lot S2 and part of Perth Town Lot S3 and being the whole of the land comprised in Certificate of Title Volume 1006 Folio 668.

SCHEDULE "B."

- (i) Perth Lot S37 and
- (ii) that portion of Perth Lot S38 being a strip of land 248.5 links wide bounded on the east by Perth Lot S37 and fronting Saint George's Terrace and extending through to the northern alignment of Terrace Road

the whole of the aforesaid land having been surveyed and now known as Perth Lot 813 (Reserve 25719).

SCHEDULE "C."

That portion of vacant Crown land bounded on the north-west by Perth Sub Lot 403 and including land already reclaimed and to be reclaimed the whole being the land delineated and coloured blue (subject to survey) on Department of Lands and Surveys Plan No. CD 632 and having an area of not less than fourteen (14) acres.

SCHEDULE "D."

Those portions of Canning Location 705 being—

- (i) an area of land approximately 3.3 acres adjoining the south-western boundary of Canning Location 1248 (Reserve No. 23941—South Kensington School) and bounded by George Street Jarrah Road and the prolongation south-westerly of the south-eastern boundary of the said Location 1248 to its conjunction with Jarrah Road; and
- (ii) an area of land approximately 2.1 acres adjoining the north-eastern boundary of the said Canning Location 1248 bounded by the south-eastern boundary of Canning Location 654 by the south-western boundary of Reserve 7682 and by the prolongation north-easterly of the south-eastern boundary of the said Canning Location 1248 to its conjunction with the south-western boundary of Reserve 7682.

SCHEDULE "E."

An estate in fee simple in ALL THAT piece of land comprising forty-one (41) acres or thereabouts being (subject to survey) that portion of Swan Location 1911 on Plan 5929 more particularly delineated on a plan initialled by or on behalf of the State and the Council for the purposes of identification and being part of the land comprised in Certificate of Title Volume 1085 Folio 222.

SCHEDULE "F."

- (i) Perth Lot 571 (Reserve Number A18391) and
 - (ii) Perth Lot 572 (Reserve Number 18392) save and except that portion of the said lot 572 coloured brown on Department of Lands and Surveys Plan No. CD 632 and being the portion bounded on the west by the prolongation southward of the eastern boundary of Perth Lot 760 (being the western boundary of Perth Lot B6) to its conjunction with the prolongation westward of the southern boundary of Reserve A1149 (Government Domain) on the south by the latter prolongation to the said conjunction and on the north and east by the boundaries common with Reserve No. A1149.
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SCHEDULE "G."

- (i) Perth Lot B5 (portion of Reserve No. 1150)
- (ii) that portion of Perth Lot 572 excepted out of the description of that lot as mentioned in Schedule "F" (ii)
- (iii) Reserve Number A1149 (Government Domain)
- (iv) Reserve 22240.

SCHEDULE "H."

(i) Perth Lots T22-26 T29-33 T62 T63

(ii) Portions of Horatio and Hale Streets
being the land more particularly delineated and coloured
grey on Department of Lands and Surveys Plan No. CD 632.

AS WITNESS the execution of this Agreement the day
and year first hereinbefore written.

SIGNED SEALED AND DELIVERED
by THE HONOURABLE DAVID
BRAND M.L.A. in the presence
of—

Arthur F. Watts.

DAVID BRAND.
[L.S.]

THE COMMON SEAL of THE
CITY OF PERTH was hereto
affixed pursuant to a resolution
of the Council in the presence of
and attested by—

[L.S.]

A. C. CURLEWIS.
A Councillor duly authorised
by the Council.

W. McI. GREEN.
Town Clerk.

THE OFFICIAL SEAL of THE
STATE GOVERNMENT INSUR-
ANCE OFFICE was hereto affixed
by The Honourable Charles Col-
lier Perkins M.L.A. the Minister
of the Crown charged with the
administration of The State Gov-
ernment Insurance Office in the
presence of—

C. C. PERKINS.
[L.S.]

E. J. R. Hogg.

THE COMMON SEAL of the CHEV-
RON-HILTON HOTELS LIMITED
was hereto affixed in the presence
of—

[L.S.]

I. REDPATH,
Director.

J. C. CARRODUS,
Director.

W. McCULLOCH,
Secretary.