

CITY OF PERTH ELECTRICITY AND GAS PURCHASE.

12° and 13° GEO. VI., No. XXXIII.

No. 33 of 1948.

AN ACT to ratify an Agreement made between the Government and the Lord Mayor and Councillors of the City of Perth relating to the purchase of an Electricity and Gas Undertaking; to vest the Undertaking in the State Electricity Commission; and for other purposes.

[Assented to 14th December, 1948.]

BE it enacted by the King's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and 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 *City of Perth Electricity and Gas Purchase Act, 1948.* Short title.

2. In this Act, unless the context otherwise indicates— Interpretation.

“The Agreement” means the Agreement set out in the First Schedule to this Act;

“Commission” means the State Electricity Commission of Western Australia;

“Government” means the Government of Western Australia;

“transfer day” means the twentieth day of December, 1948, or the day after the commencement of this Act, whichever is the later.

3. The Agreement is hereby ratified.

Ratification
of Agreement.

Repeal.

4. (1) As from the transfer day the Acts mentioned in the Second Schedule to this Act are hereby repealed.

Termination of Agreements.

(2) As from the transfer day the agreements set out in the Schedules to the Acts hereby repealed are terminated in so far as anything thereafter remains to be done by any party to any such agreement, but without affecting the validity of any act or thing then already done pursuant to any such agreement.

(3) As from the transfer day all contracts made by the City of Perth with any municipality or road board for or relating to the supply of electricity to such municipality or road board are hereby terminated in so far as anything thereafter remains to be done by any party to any such contract, but without affecting the validity of any act or thing then already done pursuant to any such contract: Provided that each such municipality and road board shall be liable to pay for electricity supplied to it under any such contract up to the transfer day, although by the terms of the contract the date for payment may not have arrived.

Vesting of property in Commission.

Commission to undertake obligations of Agreement.

Savings of rights of city of Perth.

5. (1) As from the transfer day all the real and personal property acquired by the Government under the Agreement is hereby vested in the Commission and the Commission shall be liable to discharge all the liabilities of the Government under the Agreement but the obligations of the Government to the City of Perth under the Agreement shall nevertheless remain in full force and effect.

(2) As from the transfer day the salaried officers and workmen mentioned in clause 6 of the Agreement shall be deemed to be officers and servants appointed and employed by virtue of section thirty-six of the State Electricity Commission Act, 1945.

(3) In relation to such of the property vested in the Commission under subsection (1) of this section as shall consist of land under the Transfer of Land Act, 1893-1946, the Registrar of Titles shall, upon application in that behalf by the Commission, whether or not accompanied by the relative instruments of title, and without payment of any duty or fees, make such entries in the Register Book kept under such Act as shall be necessary to constitute the Commission the registered proprietor of such land, subject to any encumbrances thereover appearing in the Register Book.

6. All the property vested in the Commission by the last preceding section shall be deemed to have been acquired by the Commission for the purposes of the State Electricity Act, 1945.

Property deemed to be acquired for purpose of Act.

7. As from the transfer day the Commission shall be entitled to all the rights and subject to all the liabilities of the City of Perth under all contracts of employment then subsisting between the City of Perth and the officers and workmen mentioned in clause 6 of the Agreement.

Transfer of contracts of employment.

8. The Board appointed by the City of Perth under section three of the City of Perth Superannuation Fund, Act, 1934, to administer the fund established under that Act shall pay to the Commission out of such fund such sum as may be found to be payable by the City of Perth to the Government under clause 6 of the Agreement.

Payment by City of Perth Superannuation Fund to Commission.

9. The State Electricity Commission Act, 1945, is amended by adding after section twenty-nine a new section as follows:—

Amendment of State Electricity Commission Act.

29A. (1) As from the Transfer Day defined in the City of Perth Electricity and Gas Purchase Act, 1948, the Commission shall constitute a superannuation scheme for the benefit of officers and workmen taken over by the Commission from the City of Perth under section seven of that Act.

(2) Except as provided in subsections (5) and (6) of this section such scheme shall be in all respects on the same terms and conditions as the scheme existing on the transfer day under the City of Perth Superannuation Fund Act, 1934, as amended.

(3) Those officers and workmen who were contributors to the City of Perth scheme on the transfer day but no others shall be contributors to the Commission's scheme. For the purpose of ascertaining the rights of such contributors in the Commission's scheme their service with the City of Perth and their contributions to the City of Perth scheme shall be deemed to have been service with the Commission and contributions to the Commission's scheme.

(4) The Commission may pay out of its ordinary revenue all contributions which it may be required to make to the scheme.

(5) A contributor to the Commission's scheme may at any time by notice in writing to the Commission cease to be a contributor, and the Commission shall thereupon pay to such person twice the total amounts paid by him to the City of Perth scheme and to the Commission's scheme, or such greater sum as the Commission may from time to time determine.

(6) A person who has been a contributor to the Commission's scheme and who has ceased to be a contributor shall not be entitled again to become a contributor to the Commission's scheme.

Sections 2
and 3.

FIRST SCHEDULE.

AGREEMENT.

AN AGREEMENT made the thirtieth day of November, One thousand nine hundred and forty-eight between the Lord Mayor and Councillors of The City of Perth (hereinafter called "the Council") of the one part and The Honourable Ross McLarty, M.L.A., Premier of Western Australia (acting for and on behalf of the Government of Western Australia hereinafter called "the Government") of the other part.

WHEREBY IT IS AGREED as follows:—

1. The Council shall sell and the Government shall purchase (except as hereinafter mentioned) the Electricity and Gas Works and all plant, apparatus and works connected therewith and all stock, tools, poles, pipes, lamps, furniture, books, stores, trade stock and other effects and all the land specified in the first schedule hereto with the improvements thereon and all easements, rights, powers, authorities and privileges enjoyed or exerciseable by the Council pursuant to the provisions of Section 3 of The Perth Municipal Gas and Electricity Lighting Act, 1911, and its amendments as such works, plant, apparatus, effects, property, easements, rights, powers, authorities and privileges shall exist on the day hereinafter appointed for the completion of such sale and purchase (hereinafter called the transfer day).

And also all contracts and benefits of contracts being in force on the transfer day and all registers, books, book debts, maps and documents relating to the undertaking of the Electricity and Gas Department of the Council (all which premises so agreed to be sold and purchased are hereinafter referred to as "the undertaking") subject to all unpaid debenture loans raised by the Council under the Municipal Corporations Act, 1906-1947, for the purposes of the Electricity and Gas Department of the Council particulars of which are set forth

in the second schedule hereto and subject also to the obligations and contracts into which the Council shall have entered into before the transfer day and which may be subsisting on that day all which loans, obligations and contracts shall be taken over and performed and fulfilled by the Government who shall indemnify the Council from all demands, claims and liability thereunder.

2. There shall be excepted from such sale and purchase all moneys standing to the credit of The City of Perth Electricity and Gas Department at its Bankers and also all fixed deposits belonging to the said Department.

3. The consideration for the sale shall be the payment by the Government to the Council of equal monthly instalments of Five thousand pounds (£5,000) over a period of fifty years without interest the first payment to be made on the transfer day.

4. The Council shall be entitled to be paid by the Electricity and Gas Department of the Council the proportionate part of the annual sums which are at present paid to the Council for—

- (a) contributions to General Revenue;
- (b) street lighting;
- (c) payment in lieu of rates; and
- (d) the lopping of street trees.

All the aforementioned sums to be apportioned as at the transfer day calculated from the first day of October, One thousand nine hundred and forty-eight.

And the Electricity and Gas Department of the Council shall discharge all current trade accounts up to the transfer day and shall also pay any instalments of principal and interest in respect of any debenture loan mentioned in the second schedule hereto falling due before the transfer day and the Council shall indemnify the Government therefrom and as from the transfer day the Government shall be entitled to all the rents and profits of the undertaking.

5. The Council shall until the transfer day carry on and manage their undertaking according to their usual course of business and shall uphold, maintain and keep the works and property included in their undertaking in their present state and condition (wear and tear and accidents and strikes of workmen excepted) and shall continue to keep proper accounts: Provided always that the Council shall not without the previous consent in writing of the Government contract make or enter into any new liability, contract or agreement or other obligation in respect of their undertaking except such as may be necessary in the ordinary course of the proper conduct of the affairs of the Council's Electricity and Gas Department and with the intention of benefiting the undertaking.

6. The Government shall take over and retain in its employment so long as they discharge their duties faithfully all the salaried officers and workmen who shall on the transfer day be employed by the Electricity and Gas Department of the Council on terms not less favourable than the terms and conditions under which they are employed on the transfer day including their rights under The City of

Perth Superannuation Fund Act, 1934, and the amendments to the superannuation scheme as established under that Act and if necessary the Government shall obtain from the Parliament of Western Australia authority for the Council to hand over to the Government that portion of The City of Perth Superannuation Fund which has been contributed by the present officers and workmen of the Electricity and Gas Department of the Council and by the said Department on behalf of such officers and workmen with the accumulations thereof. The amount to be handed over to be ascertained if necessary by an actuarial investigation and calculation, the cost whereof shall be borne by the Government.

7. The Government shall enter into a contract with the Council for the supply of electric current for lighting the streets and reserves within the district of the Council in a proper and efficient manner for the term of fifteen years from the transfer day. The scale of charges to be charged by the Government against the Council for such lighting shall not be greater than the scale of charges which are at present charged against the Council by the Electricity and Gas Department of the Council and such charges shall include the services which the Electricity and Gas Department renders to the Council in respect to such lighting at the present time.

At the end of the fifteen year period either of the parties hereto may request that the subject of street lighting be reviewed.

8. The day appointed for the completion of the sale and purchase (hereinbefore referred to as the transfer day) shall be the twentieth day of December, One thousand nine hundred and forty-eight or such other day as may be fixed by the Parliament of Western Australia in the Act of Parliament referred to in the next succeeding clause.

9. This agreement is conditional on all necessary powers being conferred upon the Council and the Government by the Parliament of Western Australia to give effect to the provisions of this agreement and for otherwise carrying the same into execution and to authorise the Government to vest the undertaking in the State Electricity Commission to work and manage the same under the provisions of the State Electricity Commission Act, 1945.

10. The costs of and incidental to the preparation of this agreement and of obtaining the Act mentioned in the preceding clause hereof shall be paid by the Government.

THE FIRST SCHEDULE.

Description of Land.

(a) Portion of Perth Town Lots W77, W78, W79, W80 and W81, and being more particularly delineated and coloured pink on the plan lodged with the Premier and signed by the parties hereto for identification. Portion of the land in Certificate of Title Volume 511, Folio 187.

(b) Perth Town Lot Q3½ and portions of Perth Town Lots Q3 and Q4, and being the subject of Certificate of Title Volume CLIV., Folio 149.

(c) Portions of Swan Location 36 and being Lots 276 and 277 on Plan 598, and being the subject of Certificate of Title Volume 658, Folio 128.

(d) Portion of Perth Town Lot H60 and being Lot 8 on Plan 495, and being the subject of Certificate of Title Volume 578, Folio 122.

(e) Portion of Perth Town Lot Y248 and being Lot 1 on Diagram 6946 and being the subject of Certificate of Title Volume 1069, Folio 507.

(f) Portion of Swan Location A1 and being Lot 119 on Plan 1725, and being the subject of Certificate of Title Volume 647, Folio 60.

(g) Portion of Perth Town Lot G15, and being the subject of Certificate of Title Volume 582, Folio 76.

(h) Portion of Perth Town Lot W77, and being the subject of Certificate of Title Volume 553, Folio 134.

(i) Portion of Perth Town Lot P8 and being Lot 2 on Deposited Plan 1382, and being the subject of Certificate of Title Volume 511, Folio 188.

(j) Portion of Swan Location A1 and being the whole of the land comprised in Deposited Diagram 201, and being the subject of Certificate of Title Volume 416, Folio 51.

(k) Portion of Swan Location A1 and being Lot 50 on Deposited Plan 1725, and being the subject of Certificate of Title Volume 393, Folio 23.

(l) Portion of Perth Town Lot Q2 and being Lot 14 on Plan 1460, together with a right of carriage way over the portion coloured brown on the said plan, but limited as to the portion included in Volume 101, Folio 186, to a height of twelve feet, and being the subject of Certificate of Title Volume 728, Folio 136.

(m) Perth Lot 745, and being the subject of Crown Grant Volume 1078, Folio 437.

(n) Portion of Swan Location A2 coloured green on Diagram 12186, together with the right to pass and re-pass (as set out in Transfer 4080/1942) over the portion coloured brown on the said diagram and being the subject of Certificate of Title Volume 1079, Folio 98.

(o) Portion of Swan Location Y and being Lot 209 on Plan 2552, and being the subject of Certificate of Title Volume 650, Folio 94.

(p) Portions of Melville Suburban Lot 109 and being Lots 12 and 17 on Deposited Plan 569, and being the subject of Certificate of Title Volume 516, Folio 163.

(q) Portion of Swan Location S the subject of Diagram 7959, and being the subject of Certificate of Title Volume 1038, Folio 806.

(r) Portion of Melville Suburban Lot 109 and being Lot 16 on Deposited Plan 569, and being the subject of Certificate of Title Volume CCX, Folio 134.

(s) Portions of Melville Suburban Lot 109 and being Lots 13, 14 and 15 on Deposited Plan 569, and being the subject of Certificate of Title Volume CCLVI., Folio 104.

THE SECOND SCHEDULE.
CITY OF PERTH ELECTRICITY AND GAS DEPARTMENT.

Loan Indebtedness as at 31st October, 1948.

Loan No.	Due Date.	Original Amount of Loan.		Debentures Redeemed to 31-10-48		Net Indebtedness, 31-10-48.		E. & G. Department's Proportion.		To Whom Owing.	Interest Rate	
		£	s. d.	£	s. d.	£	s. d.	£	s. d.		%	%
20	1-8-54	100,000	0 0	63,338	13 6	36,661	6 6	36,661	6 6	A.M.P. Society	6½	4½
22	1-3-51	150,000	0 0	123,569	18 11	26,430	1 1	17,620	0 9	Commonwealth Bank ...	5½	4½
24	1-3-58	200,000	0 0	96,487	14 0	103,512	6 0	103,512	6 0	A.M.P. Society	6	4½
		£450,000	0 0	£283,396	6 5	£166,603	13 7	£157,793	13 3			

In witness whereof the Honourable Ross McLarty hath hereunto set his hand and the Common Seal of the Lord Mayor and Councillors of The City of Perth has been hereunto affixed the day and year first above written.

(Sgd.) ROSS McLARTY.

Signed by the Honourable Ross McLarty
in the presence of:—

(Sgd.) R. J. Dumas,
Chairman State Electricity Commission.

The Common Seal of The City of Perth
was hereunto affixed in the presence
of:—

[L.S.]

(Sgd.) J. TOTTERDELL,
Lord Mayor.

(Sgd.) W. A. McL. GREEN,
Town Clerk.

SECOND SCHEDULE.

Section 4.

Electric Light and Power Agreement Act (No. 24 of 1913).

Electric Light and Power Agreement Amendment Act (No. 25 of 1923).

Electric Light and Power Agreement Amendment Act (No. 3 of 1928).