

**COLLIE HOSPITAL AGREEMENT.**

1° AND 2° GEO. VI., No. XIX.

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**No. 19 of 1937.**

**AN ACT to validate a certain Agreement in connection with the payment of the cost of construction of Collie Public Hospital and for other purposes relative thereto.**

[Assented to 13th January, 1938.]

**B**E 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 *Collie Hospital Agreement Act, 1937.* Short title.

2. The agreement made the twenty-fourth day of September, one thousand nine hundred and thirty-seven, between the Treasurer of the State, of the first part; Collie Municipal Council, of the second part, and Collie Road Board, of the third part, a copy whereof is contained in the Schedule to this Act, is hereby validated, and, notwithstanding anything to the contrary contained in any Act whatsoever, the said Collie Council and the said Collie Road Board shall be deemed to have had full right, power, and authority to enter into the said agree- Validation of agreement.

ment as parties thereto and to have executed the same, the said agreement shall be deemed to have been lawfully made, and the said parties thereto shall in all respects be legally bound by the said agreement.

Power to expend moneys out of ordinary revenue.

3. (1.) Notwithstanding anything to the contrary contained in any other Act, it shall be lawful for the Collie Municipal Council and the Collie Road Board respectively, in order to meet and discharge their obligations to the Treasurer under the said agreement, to provide and expend the necessary moneys from time to time—

- (a) in the case of the Collie Municipal Council, either wholly out of its ordinary revenue as a council within the meaning of the Municipal Corporations Act, 1906, or wholly out of its ordinary revenue as a local health authority within the meaning of the Health Act, 1911-1933, or partly out of the one and partly out of the other, as the Council may think fit; and
- (b) in the case of the Collie Road Board, either wholly out of its ordinary revenue as a road board within the meaning of the Road Districts Act, 1919-1933, or wholly out of its ordinary revenue as a local health authority within the meaning of the Health Act, 1911-1933, or partly out of the one and partly out of the other, as the Road Board may think fit.

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#### SCHEDULE.

AGREEMENT made the twenty-fourth day of September, one thousand nine hundred and thirty-seven, between John Collings Willcock, M.L.A., Treasurer in and for the Government of Western Australia (acting as such Treasurer and for his successors in office on behalf of the said Government, and hereinafter with his said successors referred to as "the Treasurer"), of the first part; Collie Municipal Council (hereinafter referred to as "the Council"), of the second part, and Collie Road Board (hereinafter referred to as "the Road Board"), of the third part:

- (a) On the thirteenth day of March, one thousand nine hundred and twenty-seven, the Government of the State completed the construction of and established a public hospital at or near Collie in the said State to provide hospital service for the people residing in and around Collie pursuant to and in accordance with an arrangement whereby the said people through the Council undertook to pay one-half share of the cost of the construction of the said hospital.

- (b) The cost of constructing the hospital amounted to the sum of sixteen thousand and forty-seven pounds three shillings and sixpence and after making certain adjustments the one-half share thereof payable by the people of and around Collie aforesaid amounted to the sum of seven thousand seven hundred and ninety-three pounds eleven shillings and ninepence.
- (c) The Council on behalf of the said people by means of contributions out of its revenue and of donations collected has by payments made prior to this agreement to the Treasurer of the State reduced the amount of the said liability of the people aforesaid so that as at the thirty-first day of December, one thousand nine hundred and thirty-five, the balance then owing was six thousand five hundred pounds eighteen shillings and ninepence.
- (d) For the reason that the said hospital serves the people residing in the Collie Municipal District as well as the people residing in the Collie Road District the Road Board at the request of the Council and of the Treasurer has now agreed to assume in conjunction with the Council in accordance with the agreements hereinafter contained the liability for the payment to the Treasurer of the said sum of six thousand five hundred pounds eighteen shillings and ninepence with interest thereon upon the basis of a scheme formulated by the Treasurer as hereinafter mentioned.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS—

1. That it is mutually agreed, acknowledged and declared by and between the said parties hereto that as on the thirty-first day of December, one thousand nine hundred and thirty-five, the sum of six thousand five hundred pounds eighteen shillings and ninepence was owing and payable to the Treasurer as the balance of the one-half share of the cost of constructing the said hospital payable to the Treasurer by the people residing in and around Collie as aforesaid, and that as from the date of the execution of this agreement appearing herein the said sum of six thousand five hundred pounds eighteen shillings and ninepence (less any instalments in reduction thereof which may have been paid prior to the execution of this agreement as aforesaid) together with interest thereon as hereinafter mentioned shall be a liability to the Treasurer owing by the council and the road board in conjunction and payable by them respectively in the proportions or amounts hereinafter mentioned.

2. That the Treasurer covenants with the council and the road board that in consideration of the covenants on their parts respectively hereinafter contained he shall and will—

- (a) as from the said thirty-first day of December, one thousand nine hundred and thirty-five, fix and accept interest in respect of the said sum of six thousand five hundred pounds eighteen shillings and ninepence at the rate of four pounds twelve shillings and sixpence (£4 12s. 6d.) per centum per annum, and will accept payment on account of the said principal sum on the basis of a sinking fund contribution of ten shillings per

centum per annum by means of fifty-two equal annual instalments of three hundred and thirty-three pounds three shillings and sixpence each, the first of such annual instalments in respect of the year ending on the thirty-first day of December, one thousand nine hundred and thirty-six, having already been paid in accordance with the terms of this agreement, the second of such instalments in respect of the year ending the thirty-first day of December, one thousand nine hundred and thirty-seven, to become due and payable on or before the thirty-first day of December, one thousand nine hundred and thirty-seven, and the subsequent instalments in respect of each and every subsequent year to become due and payable annually on or before the thirty-first day of December in each such subsequent year respectively.

3. That in consideration of the covenant by the Treasurer as contained in clause (2) hereof the council and the road board do hereby covenant with the Treasurer that they shall and will between them pay to the Treasurer the said sum of six thousand five hundred pounds eighteen shillings and ninepence with interest thereon at the rate aforesaid (less the first instalment of three hundred and thirty-three pounds three shillings and sixpence already paid as aforesaid) by means of the said fifty-two equal annual instalments of three hundred and thirty-three pounds three shillings and sixpence each inclusive of the first instalment already paid as aforesaid at the times prescribed in clause (2) hereof for the payment of the same respectively but so that the council and the road board respectively shall be liable to contribute and pay the amount of each such annual instalment only in accordance with the proportions to be ascertained from year to year in accordance with the formula set forth in the Schedule hereinafter contained and that the proportion of each annual instalment payable by the council and the road board respectively as ascertained by means of the said formula shall be a debt due to the Crown from the council or the road board as the case may be and shall be recoverable at the suit of the Treasurer in any court of competent jurisdiction.

4. That in consideration of the premises the council and the road board do hereby mutually covenant and agree—

(a) that they will conjunctively pay to the Treasurer the said annual instalments provided for in clause (1) hereof in each and every year at the time appointed for the payment thereof but so that the amounts of each such annual instalment to be paid by the council and the road board respectively shall be ascertained in accordance with the formula set forth in the Schedule hereinafter contained, and the council and the road board shall not be liable to pay in respect of any year any sum greater than the amount of the proportion of the annual instalment for that year ascertained as aforesaid to be payable in respect of such year by the council or the road board as the case may be;

(b) that as soon as possible after the thirtieth day of October in every year the town clerk of the council and the secretary of the road board shall meet in a conference to assess and determine in accordance with the said formula the respective pro-

portions of the annual instalment payable in respect of the year then ending on the thirty-first day of December next following the said thirtieth day of October to be paid by the council and the road board respectively to the Treasurer in accordance with this agreement;

- (c) that when in such conference the said town clerk and the said secretary agree upon the said assessment their decision shall be final and conclusive and be binding upon the council and the road board;
- (d) that if the said town clerk and the said secretary cannot agree upon an assessment as provided for in paragraph (b) of this clause they shall forthwith notify the Treasurer who shall thereupon appoint some person to act as arbitrator between the town clerk and the secretary and that where an arbitrator is appointed as aforesaid his decision shall be final and conclusive and be binding upon the council and the road board respectively;
- (e) the fees of an arbitrator appointed under paragraph (d) hereof shall be payable by the council or the road board according as it is the unsuccessful party to the arbitration, and the amount of such fees shall be a debt owing by such unsuccessful party to the arbitrator and shall be recoverable at the suit of the arbitrator in any court of competent jurisdiction:

Provided that if at any time the Treasurer shall pay the fees of any arbitrator appointed by him as aforesaid the amount of such fees shall be a debt owing by the unsuccessful party to the Treasurer, and shall be recoverable at the suit of the Treasurer in any court of competent jurisdiction;

- (f) that when the assessment provided for in paragraph (b) of this clause has been made either by the town clerk and the secretary or by an arbitrator, notice in writing shall forthwith be given to the mayor of the council, the chairman of the road board and to the Treasurer of the amounts payable by the council and the road board respectively in respect of the instalment in respect whereof such assessment has been made, and that thereafter the council and the road board respectively shall make the said amounts available out of their respective revenues so that the said instalment may be paid in full to the Treasurer upon the date appointed for the payment thereof.

#### THE SCHEDULE ABOVE REFERRED TO.

##### Formula

to be applied in assessing the proportions of each annual instalment to be paid by the council and the road board respectively.

Each annual instalment to be paid to the Treasurer under this agreement shall be apportioned between the Collie Road Board and the Collie Municipal Council so that the amount payable by each corporation aforesaid shall be a proportionate amount of such instalment equal to an average of the following proportions, namely, the proportions which the total income from rates and vehicle licenses of the Collie Road Board and of the Collie Municipal Council respectively bear to

the aggregate of the total incomes from rates and vehicle licenses of both of the said corporations and the proportions which the population of Collie Road District and of Collie Municipal District respectively bear to the aggregate populations of both the said districts.

The aforesaid average proportions shall be calculated annually according to the following formula, namely—

$$\frac{1}{2} \left\{ \frac{\begin{array}{l} \text{Income of board (or municipality)} \\ \text{Total income of both corporations} \\ \text{plus} \\ \text{Population of board district (or municipality)} \end{array}}{\text{Total population of both districts}} \right\}$$

The first calculation for the purpose of this agreement shall be made in respect of the annual instalment payable for the calendar year ending on the thirty-first day of December, one thousand nine hundred and thirty-six, and each subsequent calculation shall be made in respect of each subsequent calendar year ending on the thirty-first day of December thereafter.

In the above formula—

“Income” means the total of the collections by the corporation on account of general, special, loan, and health rates and on account of vehicle licenses during the last preceding financial year of the corporation according to the figures shown by the annual financial statements of the corporation; and

“Population” means the total population of the district at the last preceding Commonwealth census.

IN WITNESS WHEREOF the Treasurer has hereunto set his hand and the common seals of the Collie Municipal Council and of Collie Road Board have been hereunto affixed the day and year first hereinbefore written.

Signed by the said JOHN COLLINGS  
WILLCOCK in the presence of—

L. E. Shapcott, J.P.

J. WILLCOCK.

THE COMMON SEAL of the said COLLIE  
MUNICIPAL COUNCIL was duly  
affixed hereto in the presence of—

S. Simpson,  
Town Clerk.

J. A. ROWLAND,  
Mayor.

[L.S.]

THE COMMON SEAL of the said COLLIE  
ROAD BOARD was duly affixed hereto  
in the presence of—

O. Fiebig,  
Acting Secretary  
Collie Road Board.

JIM GIBLETT,  
Chairman Collie  
Road Board.

[L.S.]