

WESTERN AUSTRALIA.



ANNO TERTIO

GEORGI QUINTI REGIS,

XII.

No. 31 of 1912.

AN ACT for the Purchase by the Government of Western Australia of the Undertaking of the Perth Electric Tramways, Limited, and for other purposes.

[Assented to 27th September, 1912.]

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 *Tramways Purchase Act, 1912.* Short title.
2. In this Act, unless the context otherwise indicates,— Interpretation.
 - “Company” means the Perth Electric Tramways, Limited.
 - “District” means the District of a Municipality or a Road District.
 - “Local authority” means a Municipality and the Council thereof, or a Road Board, party to an agreement mentioned in the Fourth or Fifth Schedule hereto.
 - “Undertaking” has the meaning defined in clause four of the agreement set out in the First Schedule hereto.
3. The Agreement set out in the First Schedule hereto is hereby ratified and may and shall be carried into effect. Ratification of purchase.
First Schedule.

Tramways, etc.,
to vest in His
Majesty on
completion of
purchase.
Second Schedule.

4. (1.) On the completion, pursuant to the said Agreement, of the purchase of the undertaking—

(a.) All the tramways constructed under the authority of the Acts mentioned in the Second Schedule hereto, and

(b.) All the rights, interests, powers, and privileges vested in and exercisable by the company in respect of the tramways constructed under the authority of the Acts mentioned in the Third Schedule hereto, and

(c.) All other the real and personal property, assets, effects, matters and things mentioned in paragraph two of the said agreement,

Third Schedule.

shall vest in and become the property of His Majesty the King, free from all encumbrances.

(2.) The Minister for Works shall notify the fact of the completion of the purchase in the *Government Gazette*.

Bonds or Debentures may be issued for purchase money.

5. If the company requires the purchase money, or any part thereof, to be paid or satisfied by the transfer and issue of registered bonds, the Governor may, on the completion of the purchase, issue to the company registered bonds or debentures, valued at par, and charged on the consolidated revenue fund and assets of the State of Western Australia for a sum not exceeding Four hundred and seventy-five thousand pounds.

Such bonds or debentures shall be redeemable not later than five years from the date of issue, and shall bear interest at the rate of four pounds per centum per annum.

Repeal of Acts
and termination
of agreements.
Second Schedule.

6. As from the notification in the *Government Gazette* of the fact of the completion of the purchase—

(a.) the Acts mentioned in the Second Schedule shall be repealed, and

(b.) all the rights, interests, and powers of all local authorities under and conferred by the said Acts and the provisional orders thereby confirmed and the agreements therein and in the Fourth Schedule hereto mentioned shall, notwithstanding anything contained in the Tramways Act, 1885, to the contrary, be extinguished.

Fourth Schedule.

Authority to purchase tramways under option.
Fifth Schedule.

7. (1.) The Governor may, in his discretion, exercise the option to purchase contained in the agreements mentioned in the Fifth Schedule hereto.

(2.) On the completion of the purchase pursuant to the exercise of such option—

(a.) the tramways constructed under the Victoria Park Tramways Act, 1904, or the Nedlands Park Tramways Act, 1907, as the case may be, shall vest in His Majesty the King, free from all encumbrances; and

- (b.) on notification by the Minister for Works, in the *Government Gazette*, of the fact of the completion of the purchase pursuant to such option, the Victoria Park Tramways Act, 1904, or the Nedlands Park Tramways Act, 1907, as the case may be, shall be repealed, and all the rights, interests, and powers of the local authority under and conferred by the Act and the provisional order thereby confirmed, and the agreement therein mentioned shall, notwithstanding anything contained in the Tramways Act, 1885, to the contrary, be extinguished.

8. (1.) As from the completion of the purchase until the year 1939 and thereafter until the Parliament shall otherwise determine—

Privileges con-
ceded to local
authorities.

- (a.) The Colonial Treasurer shall pay half-yearly to the credit of a trust fund to be kept at the Treasury three pounds per centum of the gross earnings derived from the working of the tramways, and such percentage shall be paid to the local authorities as hereinafter provided; and

- (b.) The track of the tramways shall be maintained and repaired by the Government to the extent of the liability of the company under the agreements mentioned in the Fourth and Fifth Schedules hereto; and

Fourth and Fifth
Schedules.

- (c.) The local authorities may use the poles of the tramways for the purpose of street lighting: Provided that the tramway lines and wires, and the electric current, shall not be interfered with, and that not more than one lamp shall be placed on each pole.

(2.) The percentage referred to in paragraph (a) of subsection one shall be apportioned by agreement between and paid half-yearly to the several local authorities of the districts in which the tramways are constructed.

(3.) If any difference shall arise—

- (a.) between the local authorities as to the apportionment of the percentage, or
- (b.) between the Colonial Treasurer and the local authorities as to the appropriation of the gross earnings of the tramways in the event of such earnings being derived partly from the tramways, and partly from extensions constructed subsequently to the purchase,

such apportionment or appropriation, as the case may be, shall be made by the Auditor General, and his certificate with reference thereto shall be conclusive and binding on the local authorities and the Colonial Treasurer.

(4.) In this section the word "tramways" means the tramways constructed, prior to the completion of the purchase, under the authority of the Acts mentioned in the Second Schedule, and, on the exercise by the Governor of the option to purchase the tramways mentioned in section seven, shall include those tramways

Saving.

9. Nothing in this Act shall affect the right of the local authorities to recover from the company under the agreements mentioned in the Fourth and Fifth Schedules hereto the percentage of gross earnings accrued due prior to, and apportioned to the date of, the completion of the purchase or purchases.

FIRST SCHEDULE.

Section 3.

An Agreement made the 23rd day of May 1912 between THE PERTH ELECTRIC TRAMWAYS LIMITED a Company incorporated under the Companies Acts 1862 to 1893 of the United Kingdom of Great Britain and Ireland whose registered office is at No. 30 St. Swithins Lane in the City of London (hereinafter called "the Company") of the one part and THE HONOURABLE SIR NEWTON JAMES MOORE of No. 15 Victoria Street Westminster in the County of London Knight Commander of the Most Distinguished Order of St. Michael and St. George Agent-General for the State of Western Australia (hereinafter called "the Agent-General") acting for and on behalf of the Government of the said State (hereinafter called "the Government") of the other part.

Whereas by "The Tramways Act 1885" of the Colony of Western Australia as amended by subsequent Acts provision was made for the making by the Commissioner of Railways and for the confirmation by the Legislature of the Colony of Western Australia of Provisional Orders authorising the construction and working of tramways under and in accordance with the provisions of that Act.

And whereas the Company owns and works certain tramways authorised by the Provisional Orders set out in the First Schedule to this Agreement which said tramways are hereinafter referred to as "the tramways owned by the Company."

And whereas the Company has constructed and maintains and works the tramways owned by the Company in accordance (subject to the provisions of the said Provisional Orders) with the terms of certain agreements made between the Company or its predecessors in title and the local authorities of the districts in which the tramways owned by the Company are situated which said agreements are set out in the Second Schedule to this Agreement.

And whereas the several Provisional Orders set out in the Third Schedule to this Agreement authorised the construction of certain tramways which the Company have rights to run over work and use and in respect of which it possesses other rights powers and privileges (which tramways are hereinafter referred to as "the tramways worked by the Company").

And whereas the said rights powers and privileges possessed by the Company in respect of the tramways worked by the Company are vested in the Company under the provisions of certain agreements between the Company or its predecessors in title and the Local Authorities of the districts in which the tramways worked by the Company are situated which said agreements are set out in the Fourth Schedule to this Agreement.

And whereas by its Memorandum of Association the Company is empowered to sell the undertaking of the Company.

And whereas it is provided by Section 29 of the said Tramways Act 1885 that the promoters of any tramway authorised by Provisional Orders under that Act may with the consent of the Governor sell its undertaking to any person and that where any such sale has been made all the rights powers authorities obligations and liabilities of the promoters in respect of the undertaking sold shall be transferred to vested in and may be exercised by and shall attach to the person to whom the same has been sold.

And whereas it has been agreed between the Company and the Agent-General acting on behalf of the Government that the Company will sell and the Government will buy the undertaking of the Company for the sum of £475,000 on the terms and conditions contained in this Agreement.

And whereas the Local Authorities of the Districts in which the tramways owned by the Company are situated are entitled to purchase the said tramways under the provisions of the Provisional Orders set out in the First Schedule to this Agreement and under the provisions of the Agreements set out in the Second Schedule to this Agreement.

Now therefore it has been agreed as follows:—

1. For the purposes of this Agreement the date of transfer means—
 - (a) The 31st day of December 1912 if (1) the Government and each of the Local Authorities of the Districts in which the tramways owned by the Company are situated agree before the 14th day of June next for the assignment to the Government of the rights of such Local Authorities to purchase such tramways and (2) each of the Local Authorities of the Districts in which the tramways worked by the Company are situated agree before the said 14th day of June next with the Government for the assignment to the Government of the agreements with the Company set out in the Fourth Schedule to this Agreement.
 - (b) Or if the Government fails to agree with the Local Authorities as aforesaid the day upon which eight calendar months shall elapse next following the date of the passing of any Act of Parliament enabling such Agreement of such Local Authorities to be dispensed with or the 30th day of June 1913 whichever date shall first occur.
2. The Company will sell and the Government will purchase subject to the exceptions hereinafter set forth:—
 - (1) The tramways owned by the Company.
 - (2) The lands buildings works equipment plant rolling stock machinery appliances tools furniture books stores stock and other effects of the Company.
 - (3) All current trading books accounts maps and documents relating to the Tramway Undertaking of the Company.
 - (4) All current contracts entered into by the Company in the ordinary course of their business in relation to the tramways owned or worked by the Company.
 - (5) All the rights powers and privileges of every kind and nature whatsoever vested in enjoyed or exercisable by the Company in respect of the tramways owned or worked by the Company.
 - (6) All other the real and personal property assets and effects of every kind whatsoever situate in Western Australia belonging to and used by the Company for the purposes of their said tramway undertaking.
 - (7) The undertaking of the Company in relation to the tramways hereby agreed to be sold.
3. There shall be excepted from such sale and purchase:—
 - (1) The registered office of the Company in London and the furniture thereof.
 - (2) All books papers and other documents relating to debenture holders of and shareholders in and the constitution of the Company and all other the books relating to the finances and domestic affairs of the Company.
 - (3) All cash in hand or moneys lying to the credit of the Company at their own bankers or elsewhere and all securities held by or vested in the Company.
 - (4) All book debts received or due on credit or revenue account at the date of transfer.
 - (5) All ascertained and undisputed profits and other the profits earned up to the date of transfer.
 - (6) All sinking reserve and accumulated funds and the securities held and unpaid interest in respect thereof.

4. The several properties effects matters and things enumerated in paragraphs 1 and 2 hereof as agreed to be sold to and purchased by the Government are hereinafter in this Agreement referred to as "the Undertaking."

5. On the date of transfer the Company will sell and transfer the undertaking to the Government free from incumbrances of every kind and freed and discharged from all debentures or mortgages debts liabilities and obligations of the Company other than the obligations contained in:—

- (i) The Provisional Orders set out in the First Schedule to this Agreement.
- (ii) The agreements set out in the Second Schedule to this Agreement.
- (iii) The agreements set out in the Fourth Schedule to this Agreement.
- (iv) The agreements set out in the Fifth Schedule to this Agreement.
- (v) All current contracts of the Company made in the ordinary course of business in relation to the undertaking.

And the Company will indemnify the Government in respect of all such debentures mortgages debts liabilities and obligations other than those referred to or contained in subclauses (i) (ii) (iii) (iv) and (v) hereof.

6. The consideration for the sale shall be the payment by the Government to the Company of the sum of £475,000 which sum shall be paid and satisfied at the option of the Company as to the whole or any part thereof either in cash or by the transfer or issue of registered bonds charged on the consolidated revenue fund and assets of the Government valued at par to such persons as shall be duly authorised by the Company to receive the same. Provided always that in the event of the Company electing to have the whole or any part of the said consideration of £475,000 satisfied by the transfer or issue of registered bonds they shall within two months after the notice of the Agent General provided in Clause 19 of this Agreement give notice in writing to the Agent General of such election and of the amount of such part of the said consideration they desire to have satisfied by the transfer or issue of the said bonds. The said bonds shall be redeemable not later than five years from the date of issue and shall bear interest at 4 per cent. payable half-yearly on the 1st day of July and on the 1st day of January in each year.

7. The Government will take the premises hereby agreed to be sold with the title under which the same are now held by the Company.

8. The completion of the said sale and the payment of the said consideration therefor shall take place and be made on the date of transfer at the office of Hugh Charles Godfray the Solicitor to the Company 54 New Broad Street in the City of London.

9. The receipt of two of the Directors attested by the Secretary of the Company for the said sum of £475,000 or at the option of the Government the registration of the said Registered Bonds in the names of the persons duly authorised by the Company to receive the same shall be sufficient discharge to the Government for the consideration thereby acknowledged to have been received and conclusive evidence of the purchase of the undertaking and the payment of the said consideration therefor and the Government shall not be bound to see to the application or be answerable for any loss or misapplication of all or any part or parts of such consideration.

10. Upon payment of the consideration for the said purchase at the time and in manner aforesaid the Company shall make and execute all proper assurances of the premises hereby agreed to be sold and such assurances shall be prepared by and at the expense of the Government and delivered by them at the said registered office of the Company not less than five days before the date of transfer.

11. Until the date of transfer the Company shall maintain the stock stores and loose effects of the Company in such condition and to such reasonable amount as will enable the Government to take over the undertaking as a going concern.

12. The Company shall be entitled to all profits accrued due in respect of the undertaking up to the date of transfer or in default of the payment of the purchase money upon the said date which shall accrue until the same shall be paid and except as herein otherwise provided shall discharge all trade accounts outgoings and liabilities accrued due up to the said date or the said payment (any that are current but not due to be apportioned) and shall before the said transfer repay all sums borrowed by the Company whether by way of debentures or mortgages and interest in respect thereof and shall indemnify the Government in respect of all such accounts outgoings liabilities debentures mortgages or interest and the Government as from the date of transfer or the said payment of the purchase money as the case may be shall be entitled to all such profits.

13. The Company will until the date of transfer or in case of default in the payment of the purchase money as mentioned in Clause 12 hereof carry on the undertaking according to the usual course of business and will maintain and keep the same in its present state and condition (reasonable wear and tear and accidents and strikes of workmen excepted) and will keep proper accounts provided that after the execution of this Agreement the Company will not without the previous consent in writing of the Government borrow money on mortgage or otherwise so as to charge or encumber the undertaking and will not without the like consent contract make or enter into any new liability contract agreement or other obligation in respect of the undertaking except such as may be necessary in the ordinary course of properly carrying on the undertaking and with the intention of benefiting the same.

14. As from the date of the notice by the Agent General referred to in Clause 19 hereof and until the completion of the purchase the Government and any persons authorised by it will be afforded by the Company full and free access at all reasonable times to the registers documents books and accounts of the Company relating to the operation of the tramway undertaking of the Company and the Company will permit any person or persons nominated by the Government to investigate inspect and make themselves acquainted with the mode of operation by the Company of the undertaking.

15. As from the date of the notice by the Agent General referred to in Clause 19 hereof the Company will afford to the Government and any person nominated by it all such access to the undertaking and other facilities as the Government may require not involving any breach by the Company of its statutory obligations in relation to the undertaking or any unnecessary interference with the working thereof or traffic thereon to enable the Government to take over the undertaking immediately on completion of the purchase.

16. The Government will as from the date of transfer take over perform and fulfil the obligations in—

(a) The Provisional Orders set out in the First Schedule to this Agreement.

(b) The agreements set out in the Second Schedule to this Agreement.

(c) The agreements set out in the Fourth Schedule to this Agreement.

(d) The agreements set out and referred to in the Fifth Schedule to this Agreement.

(e) All current contracts of the Company made in the ordinary course of business in relation to the undertaking

and will keep the Company indemnified in respect thereof.

17. The Company will not for a period of two years from the date of transfer distribute in specie among or to the shareholders debenture or mortgage holders or other the creditors of the Company any of the said Registered Bonds issued as aforesaid Provided that the Company may at any time during the said period sell and dispose of all or any of such bonds to any Company firm or person on such terms and in such manner as the Company in its sole discretion may think fit for

the purpose of making payment in cash to any such shareholders debenture or mortgage holders or other creditor of any sum to which any of them may be entitled but if the Company do so sell and dispose of all or any of such bonds to any such Company firm or person the Company will in each case before so doing procure the execution of an agreement between such Company firm or person and the Government that such Company firm or person will not during the said period put on the market or part with the possession of any Bonds sold or disposed of to them as aforesaid by the Company except subject to the above conditions.

18. This Agreement is conditional on:—

- (1) All necessary powers being conferred upon the Government by the Legislature of Western Australia to enable the Government to give effect to the provisions of this Agreement and for otherwise carrying the same into execution.
- (2) The consents of the Local Authorities being obtained on or before the 14th day of June next to the transfer to the Government of their rights of purchase under the Provisional Orders or Agreements or, in the event of such consents not being obtained by the Government,
- (3) The passing before the 31st day of October next of any Act or Acts by the Legislature of Western Australia providing for the transfer to the Government of the rights of each such Local Authority to purchase any of the tramways owned by the Company and the assignment to the Government of the agreements set out in the Fourth Schedule hereto.

19. If on or before the 14th day of June next the Agent General shall give notice to the Company that the Government have obtained the consents of the Local Authorities referred to in subclause (2) of the preceding clause or in case the Government shall not have been able to obtain such consents that the Act or Acts referred to in subclause (3) of such preceding clause shall have been passed on or before the 31st October 1912 the Company will call such meeting of the Company as may be necessary to enable the shareholders to signify their approval of this Agreement and in the event of this Agreement being so approved the Company will take all such steps as may be requisite or necessary to enable it as provided by Clause 6 of this Agreement to sell and transfer the undertaking.

20. The execution of this Agreement by the Agent General shall be deemed to signify the consent of the Governor of the State of Western Australia to the sale by the Company of the undertaking in terms of Section 29 of the said Tramways Act 1885.

21. The Company hereby agrees that they will in all things at the expense of the Government execute such further instruments or agreements supplemental hereto or otherwise as may be required by the Government for more effectually carrying into effect the provisions of this Agreement.

22. Nothing in this Agreement contained shall extend to make the Governor or the Agent General personally liable for anything done or omitted to be done under this Agreement.

In witness whereof the Company has caused its Common Seal to be affixed hereto and the Agent General has hereunto set his hand and seal the day and year first above written.

The First Schedule.PROVISIONAL ORDERS AUTHORISING THE TRAMWAYS OWNED BY
THE COMPANY.

(1) (a) The Provisional Order scheduled to and confirmed by the City of Perth Tramways Act 1897.

(b) The Provisional Order scheduled to and confirmed by the City of Perth Tramways Amendment Act 1899.

(c) The Provisional Order scheduled to and confirmed by the City of Perth Tramways Act Amendment Act 1902.

(d) The Provisional Order scheduled to and confirmed by the City of Perth Tramways Amendment Act 1904.

(2) The Provisional Order scheduled to and confirmed by the Subiaco Tramways Act 1899.

(3) The Provisional Order scheduled to and confirmed by the Leederville Tramways Act 1900.

(4) The Provisional Order scheduled to and confirmed by the North Perth and Perth Road Board Districts Tramways Act 1902.

(5) The Provisional Order scheduled to and confirmed by the North Perth Tramways Act 1904.

(6) The Provisional Order scheduled to and confirmed by the North Perth Tramways Act 1909.

The Second Schedule.

AGREEMENTS BETWEEN THE COMPANY AND THE LOCAL AUTHORITIES OF THE DISTRICTS IN WHICH THE TRAMWAYS OWNED BY THE COMPANY ARE SITUATED.

City of Perth.

(1) An Agreement made the 17th day of April 1897 between the Mayor Councillors and Citizens of Perth of the one part and Charles Preston Dickinson of the other part.

(2) An Agreement made the 29th day of March 1899 between the Mayor Councillors and Citizens of the City of Perth of the one part and the Perth Electric Tramways Limited by its Attorney Ernest Edward Rogers of the other part.

(3) An Agreement made the 4th day of November 1902 between the Mayor and Councillors of the City of Perth of the one part and the Perth Electric Tramways Limited by its Attorney Ernest Edward Rogers of the other part.

(4) An Agreement made the 11th day of August 1904 between the Perth Electric Tramways Limited of the one part and the Mayor and Councillors of the City of Perth of the other part.

(5) An Agreement made the 21st day of November 1904 between the Mayor and Councillors of the City of Perth of the one part and the Perth Electric Tramways Limited, by its Attorney H. J. Somerset of the other part.

Municipality of Subiaco.

(6) An Agreement made the 15th day of August 1899 between the Mayor Councillors and Ratepayers of the Town of Subiaco of the one part and the Tramways Syndicate Limited of the other part.

Municipality of Leederville.

(7) An Agreement made the 2nd day of July 1900 between the Mayor Councillors and Ratepayers of the Municipality of Leederville of the one part and the Tramways Syndicate Limited of the other part.

Municipality of North Perth.

(8) An Agreement made the 19th day of September 1904 between the Mayor and Councillors of the Municipality of North Perth of the one part and the Perth Electric Tramways Limited of the other part.

(9) An Agreement made the 7th day of November 1904 between the Mayor and Councillors of the Municipality of North Perth of the one part and the Perth Electric Tramways Limited of the other part.

(10) An Agreement made the 4th day of January 1909 between the Mayor and Councillors of the Municipality of North Perth of the one part and the Perth Electric Tramways Limited by its Attorney H. J. Somerset of the other part.

The Third Schedule.**PROVISIONAL ORDERS AUTHORISING THE TRAMWAYS WORKED BY THE COMPANY.**

(1) The Provisional Order scheduled to and confirmed by the Victoria Park Tramways Act 1904.

(2) The Provisional Order scheduled to and confirmed by the Nedlands Park Tramways Act 1907.

(3) The Provisional Order scheduled to and confirmed by the North Perth and Perth Road Board Districts Tramways Act 1902.

The Fourth Schedule.**AGREEMENTS BETWEEN THE COMPANY AND THE LOCAL AUTHORITIES OF THE DISTRICTS AND OTHERS IN WHICH THE TRAMWAYS WORKED BY THE COMPANY ARE SITUATED.***Municipality of Victoria Park.*

(1) An Agreement made the 10th day of May 1904 between the Mayor and Councillors of the Municipality of Victoria Park of the one part and the Perth Electric Tramways Limited of the other part.

Nedlands Park.

(2) An Agreement made the 26th day of September 1907 between Edward Bruce of the one part and the Perth Electric Tramways Limited of the other part.

North Perth Road and Perth Road District.

(3) An Agreement made the 17th day of October 1901 between the Town Properties Company of Western Australia Limited of the one part and the Perth Electric Tramways Limited of the other part.

The Fifth Schedule.

AGREEMENTS TAKEN OVER BY THE GOVERNMENT.

Agreement for supply of coal.

Agreement for advertising.

Agreements entered into with the Municipality of the City of Perth and Municipal Authorities under which the Company have undertaken to make a contribution towards the cost of watering certain streets.

The Common Seal of the Perth Electric Tramways Limited was hereunto affixed in the presence of—

Seal of the Perth Electric
Tramways Limited.

ALLEN H. P. STONEHAM,
CHARLES WREN,
Directors.

FRANK A. HOLYFIELD,
Secretary.

Signed Sealed and Delivered by The Honourable }
Sir Newton James Moore, in the presence of— } N. J. MOORE (L.S.)

CHARLES H. OMMANNEY,
3 and 4 Great Winchester Street,
London E.C.,
Solicitor.

SECOND SCHEDULE.

Section 4.

- 61 Vic. No. 30.—The City of Perth Tramways Act 1897.
 63 Vic. No. 27.—The Subiaco Tramways Act 1899.
 63 Vic. No. 42.—The City of Perth Tramways Amendment Act 1899.
 64 Vic. No. 42.—The Leederville Tramways Act 1900.
 2 Edw. VII. No. 38.—The City of Perth Tramways Act Amendment Act 1902.
 4 Edw. VII. No. 18 (No. 43 of 1904).—The City of Perth Tramways Amendment Act 1904.
 4 Edw. VII. No. 21 (No. 46 of 1904).—The North Perth Tramways Act 1904.
 9 Edw. VII. No. 31 (No. 35 of 1909).—The North Perth Tramways Act 1909.

THIRD SCHEDULE.

Section 4.

- 4 Edw. VII. No. 25 (No. 50 of 1904).—The Victoria Park Tramways Act 1904.
 7 Edw. VII. No. 30.—The Nedlands Park Tramways Act 1907.
 1 & 2 Edw. VII. No. 26.—The North Perth and Perth Road Board Districts Tramways Act 1902.

FOURTH SCHEDULE.

Section 6.

1. An Agreement made the 17th day of April 1897 between the Mayor Councillors and Citizens of Perth of the one part and Charles Preston Dickinson of the other part.
2. An Agreement made the 29th day of March 1899 between the Mayor Councillors and Citizens of the City of Perth of the one part and the Perth Electric Tramways Limited by its Attorney Ernest Edward Rogers of the other part.
3. An Agreement made the 15th day of August 1899 between the Mayor Councillors and Ratepayers of the Town of Subiaco of the one part and the Tramways Syndicate Limited of the other part.
4. An Agreement made the 2nd day of July 1900 between the Mayor Councillors and Ratepayers of the Municipality of Leederville of the one part and the Tramways Syndicate Limited of the other part.
5. An Agreement made the 4th day of November 1902 between the Mayor and Councillors of the City of Perth of the one part and the Perth Electric Tramways Limited by its Attorney Ernest Edward Rogers of the other part.
6. An Agreement made the 11th day of August 1904 between the Perth Electric Tramways Limited of the one part and the Mayor and Councillors of the City of Perth of the other part.
7. An Agreement made the 19th day of September 1904 between the Mayor and Councillors of the Municipality of North Perth of the one part and the Perth Electric Tramways Limited of the other part.
8. An Agreement made the 7th day of November 1904 between the Mayor and Councillors of the Municipality of North Perth of the one part and the Perth Electric Tramways Limited of the other part.
9. An Agreement made the 21st day of November 1904 between the Mayor and Councillors of the City of Perth of the one part and the Perth Electric Tramways Limited by its Attorney H. J. Somerset of the other part.
10. An Agreement made the 4th day of January 1909 between the Mayor and Councillors of the Municipality of North Perth of the one part and the Perth Electric Tramways Limited by its Attorney H. J. Somerset of the other part.

Section 7.

FIFTH SCHEDULE.

1. An Agreement made the 10th day of May 1904 between the Mayor and Councillors of the Municipality of Victoria Park of the one part and the Perth Electric Tramways Limited of the other part.

2. An Agreement made the 26th day of September 1907 between Edward Bruce of the one part and the Perth Electric Tramways Limited of the other part.