

WESTERN AUSTRALIA.



ANNO PRIMO

GEORGI QUINTI REGIS,

III.

No. 3 of 1910.

AN ACT to authorise the Municipality of Geraldton to acquire by purchase the Works of The Colonial Gas Association, Limited, and to supply Gas within the Municipal District, and to borrow money for the purchase of the said Works.

[Assented to 22nd November, 1910.]

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 Geraldton Municipal Gas Supply Act, 1910.* Short title.

2. It shall be lawful for the Municipality of Geraldton, hereinafter referred to as "the Municipality," to acquire by purchase the works of the Colonial Gas Association, Limited, hereinafter referred to as "the Company," under and subject to the agreement set forth in the Schedule to this Act. Power to acquire works.

Incorporation of provisions of Electric Lighting Act, 1892.

3. On and after the completion of the said purchase the Council of the said Municipality shall, for the purposes of establishing and maintaining gas-works, and the supply of gas within its district, have all the rights, powers, and privileges, and be subject to all the duties, obligations, powers, and liabilities conferred and imposed upon a municipal council as regards the supply of electricity, by the Electric Lighting Act, 1892; and all the provisions of that Act are incorporated herewith, and for the purposes of this Act shall be read as if the word "gas" were substituted for "electricity," and the words "pipe for the supply of gas" for "electric line," and as if the words "gasometers, pipes, and other plant and things used in connection with manufacture and supply of gas" were included in the interpretation of the term "works."

Power to borrow.

4. (1.) In addition to the amount authorised to be borrowed under PART XXIV. of the Municipal Corporations Act, 1906, the Council of the said municipality may, at any time, under and subject to the provisions therein contained, borrow on the credit of the municipality such sum as shall be required by the Council for the purchase of the said works.

(2.) A certificate under the hand of the Mayor of the Municipality, setting out the amount required by the Council for the purposes aforesaid, shall be conclusive evidence of the amount so required, and of the amount which the Council is authorised to borrow under the provisions of this Act.

(3.) Any sum so borrowed shall not be taken into account in estimating the amount which can be borrowed for other purposes by the Council, and shall not be subtracted from ten times the average revenue of the said Municipality in making such estimate, notwithstanding the provisions contained in section four hundred and thirty-six of the said Act.

The Schedule.

Memorandum of Agreement made the Twentieth day of June, One thousand nine hundred and ten between the Colonial Gas Association, Limited, of Austral Chambers, 99 Queen Street, Melbourne, Victoria (hereinafter called the vendors) of the one part, and the Municipality of Geraldton, Western Australia (hereinafter called the purchasers) of the other part, whereby it is agreed as follows:—

1. The vendors agree to sell and the purchasers to purchase, for the consideration and subject to the terms and stipulations hereinafter contained, all the buildings and other erections, plant, machinery, and fixtures erected or being upon the land and premises in Geraldton aforesaid held by the vendors on lease from the purchasers, and all mains and connections and other property laid by or belonging to the vendors within the town of Geraldton aforesaid, and all the goodwill of the vendors in the business of manufacturing and supplying gas in the town of Geraldton aforesaid now and heretofore carried on by the vendors at Geraldton aforesaid, and the full benefit of all contracts made by the vendors in the course of or incidental to the said business, and also all the stock in trade of the vendors in the said business.

2. The sale, when completed, shall take effect as from the first day of March last.

3. The purchase price to be paid by the purchasers to the vendors for the whole of the premises (except stock in trade) is Twelve thousand pounds, to be paid in cash within the time provided by Clause 9 hereof.

4. The purchasers shall also pay to the vendors at the same time the cost price of the stock in trade according to the stock lists made on the first day of March last and approved of by both parties (except two items—coke and Tar—which were initialed on the stock sheets by Councillor Trigg and Mr. Beeton, and which are to be taken over by the purchasers at selling price).

5. The purchasers shall use their best endeavours—

(1) to obtain during the next Session of Parliament, either by public or private Act of Parliament, the requisite powers to enable them to complete the purchase and to carry on the said business;

(2) to raise sufficient loan to pay the said purchase money.

6. If the purchasers shall be unable to obtain the necessary powers or to raise the loan requisite for completing the purchase within the time provided by Clause 9 hereof they may give notice in writing to that effect to the vendors, and this Agreement shall become void and the vendors shall have no claim whatsoever against the purchasers under this agreement for damages, interest, or costs.

7. Upon payment of the purchase money as aforesaid—

(1) The vendors shall deliver to the purchasers possession of the premises.

(2) The vendors shall render a just and true account of the business of the firm and a profit and loss account from the first day of March last to the day of completion, and shall pay to the purchaser the net profit of the business during the same period after deducting Five pounds per centum per annum interest on the amount of the unpaid purchase money. The vendors shall also furnish to the purchasers properly certified balance sheets for three years ending thirty-first day of December, One thousand nine hundred and nine, showing an average annual profit of One thousand one hundred and ninety pounds as stated in the letter of Mr. George Swinburne, the Managing Director of the vendors, to the Town Clerk, Geraldton, dated the twenty-fifth day of April, One thousand nine hundred and ten. The vendors shall, for the purpose of verifying the account mentioned in the first part of this clause, produce to the purchasers all books, vouchers, and other documents.

- (3) All stock in trade required between the first day of March last and the date of completion shall become the property of the purchasers.
 - (4) The rent payable under the lease of the business premises shall be apportioned and the lease cancelled.
 - (5) The agreement of the thirtieth day of September, One thousand eight hundred and ninety-six between the purchasers of the one part and John Coates and George Swinburne (the assignors of the vendors) of the other part shall be cancelled and all claims of the vendors (if any) thereunder shall be deemed satisfied.
 - (6) The purchasers shall indemnify the vendors against all claims and demands arising out of any contracts or obligations of the vendors which are under this agreement taken over by the purchasers.
 - (7) Both parties shall sign all documents necessary or proper for completing the sale and vesting the property in the purchasers.
8. The vendors shall continue to carry on the business in the same manner and with the same care as heretofore, and shall do all that is necessary for the proper carrying on of the business pending the completion of the sale, and may incur all such expenditure as shall be necessary for the purpose of carrying on the business, including all necessary or proper renewals or improvements or the like.
9. If the purchasers do not give the notice mentioned in Clause 6 hereof, and are not prepared to complete the sale within a reasonable time, the vendors shall be at liberty, by notice to the purchasers, to rescind this agreement. What is a reasonable time shall be a question of fact dependant upon all the circumstances of the case, but the purchasers shall be allowed ample time to obtain the necessary powers and to raise the loan, and in the absence of special circumstances the parties are of opinion that the purchase money should be available before the thirty-first day of December next.

In witness whereof the parties hereto have hereunto set their hands and seals the day and the year first above written.

The Common Seal of the Colonial Gas Association, Limited,
was affixed hereto in the presence of—

(Seal.)

GEORGE SWINBURNE,
H. ANDREWS,

Attorneys.

The Common Seal of the Municipality of Geraldton was
affixed hereto in the presence of—

(Seal.)

JOHN URCH, Mayor.
WM. CARSON, Town Clerk.