

# Supplement to Government Gazette

OF

WESTERN AUSTRALIA,

OF

FRIDAY, OCTOBER 6, 1905.

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## Port Hedland—Nullagine Railway.

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*Public Works Department,*

*Perth, 6th October, 1905.*

1. The Western Australian Government having determined, subject to the approval of Parliament, to grant a concession for the construction of a railway from Port Hedland to Nullagine, invites applications from persons wishing to acquire such concession. Applications are to be addressed to the Under Secretary, Public Works Department, Perth, and must be delivered on or before the 30th November, 1905.

2. Every applicant will be required to produce evidence, to the satisfaction of the Minister for Works, of his financial ability to carry out the construction, maintenance, and working of the railway.

3. On or before the approval of an application, the concessionary will be required to deposit with the Western Australian Government at the Treasury, Perth, the sum of Twenty-five thousand pounds as a guarantee for the due completion of the railway in the terms of an agreement to be made between the Minister for Works on behalf of the Western Australian Government and the concessionary, and for the due observance and performance of the terms and conditions thereof. Interest at the rate of three per cent. per annum will be allowed by the Western Australian Government upon such deposit. The draft of such agreement may be inspected at the Department of Public Works, Perth.

4. On Statutory authority for the construction of the railway being given by Parliament, the concessionary will acquire the powers of a local authority under "The Public Works Act, 1902"; and the land required for the railway, as shown by the plans, will be provided by the Government free of cost, but this will not include land for ballast, quarries, or kindred purposes, except on vacant Crown lands approved of by the Minister for Works.

5. The railway will be required to be constructed according to plans and specifications to be approved by and under and subject to the supervision and in accordance with the directions of the Engineer-in-Chief, and to his satisfaction, and in accordance with the terms and conditions of the said agreement. Proposed plans and specifications have been prepared and may be inspected at the Department of Public Works, Perth.

6. The concessionary will be required to maintain and work the railway continuously for the carriage of passengers, goods, minerals, and live stock.

7. The concessionary will be required at all times to maintain in good order and to the satisfaction of the Engineer-in-Chief the whole line and its equipment, or such sections thereof as are for the time being declared open for traffic; and for such purpose to grant all facilities for the examination of the line and rolling-stock to any officer or officers nominated by the Engineer-in-Chief.

8. It will be provided that the concessionary, in the management of the said railway, may exercise the powers and privileges, and shall be subject to such duties and liabilities as the Commissioner of Railways may exercise and is subject to in respect of Government railways.

9. The scales of charges for the carriage of passengers, goods, minerals, and live stock are to be approved from time to time by the Government of Western Australia, but the same shall not be lower than the scales of charges in force for the time being on Government railways.

10. The motive power will be at the option of the concessionary; but at least one train a day, travelling at a speed of not less than fifteen miles an hour, including stoppages, will be required to go through from end to end of the line (unless the Minister for Works sanctions a lesser service), failing which the concessionary shall be liable to prescribed penalties.

11. As the construction of the railway progresses, the concessionary will be permitted and may be required to carry passengers, goods, minerals, and live stock to and from the head of the road over each portion thereof as certified fit for traffic, at freights and on conditions to be fixed by the Minister for Works.

12. Inasmuch as the proposed railway is required for the development of the country, and the anticipated profits may not be at once realised, the Western Australian Government will be prepared, if so required, to guarantee interest at a rate not exceeding three per cent. per annum on the actual capital cost, as certified by the Auditor General, of the construction of the line and its equipment, but not exceeding the Departmental estimate thereof.

13. All books of account, accounts, and vouchers of the concessionary relating to capital expenditure and the receipts and working expenses of the railway will be required to be kept in Perth, and to be at all times open to inspection by any officer appointed by the Western Australian Government for such purpose, and all payments on account of guaranteed interest will be paid only on the certificate of the Auditor General.

14. Interest on any additional capital expenditure, after the railway is completed and open for traffic, will not be guaranteed without the express sanction of the Western Australian Government with the approval of Parliament.

15. After payment of working expenses, maintenance, and interest at the guaranteed rate on the capital expenditure, the balance of profits is to be divided equally between the concessionary and the Western Australian Government.

16. The Western Australian Government will reserve to itself the right to purchase the railway and its equipment at the expiration of ten years from the opening for traffic of the completed railway, or at the expiration of any subsequent period of five years, on twelve months' previous notice to the concessionary, at the actual cost of construction and equipment.

17. Should the concessionary, after the whole of the line has been certified as complete, fail or neglect to observe and perform any of the terms and conditions of the agreement, the Western Australian Government will have the right, at the expiration of six months' notice in writing to the concessionary, to take possession of the railway, together with all buildings and rolling stock, and on payment to the concessionary of the actual capital expenditure to the date of taking possession, less any penalties accrued under the agreement, and less such amount as may remain of the deposit of twenty-five thousand pounds referred to in Clause 3 at date of termination of concession, the railway, buildings, and rolling stock will become the absolute property of the Government; the amount of such capital expenditure to be ascertained by the Auditor General, whose decision will be final.

18. The concessionary will be required to grant facilities for the connection of any branch lines with the said railway, whether the said lines are constructed by the Government or by private enterprise, and for the interchange of traffic at rates to be fixed by the Minister of Works.

19. The concessionary will be required to permit the construction and maintenance of telegraph or telephone lines by the State or Commonwealth Government on lands held by the concessionary, and to permit of access to such lands by the officers and employees engaged on the construction or maintenance of the said telegraph or telephone lines.

20. A substantial commencement will be required to be made with the construction of the line within six months of signing the agreement, failing which the Western Australian Government may cancel the agreement and forfeit all moneys deposited by the concessionary.

21. It will be in the absolute discretion of the Government to provisionally accept or reject any application, and such acceptance will be subject to the approval of Parliament.

22. Forms of application may be obtained at the Department of Public Works, Perth.

F. L. STRONACH,  
Under Secretary for Public Works.