



Western Australia

Kalgoorlie Road Board License Validation Act 1904

Compare between:

[06 Jul 1998, 00-a0-05] and [04 Jul 2006, 00-b0-06]

Kalgoorlie Road Board License Validation Act 1904

An Act to validate an Agreement dated the Twenty-ninth day of May, 1903, and made and entered into between the Kalgoorlie Road Board of the one part, and the Kalgoorlie Electric Power and Lighting Corporation, Limited, of the other part.

[Assented to 16th January, 1904.]

Preamble

Whereas by an Agreement dated the twenty-ninth day of May, 1903, and made and entered into between the Kalgoorlie Road Board, of the one part, and the Kalgoorlie Electric Power and Lighting Corporation, Limited, of the other part, it was provided that the part of the second part should have full liberty and license to sell and supply electricity and electric energy within the district of the said Road Board: And whereas the said Kalgoorlie Road Board was not, at the date of execution of the said Agreement a body authorized under the provisions of the *Electric Lighting Act, 1892*, to enter into such an agreement: Be it therefore 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. Short title

This Act may be cited for all purposes as the *Kalgoorlie Road Board License Validation Act, 1904*.

2. Confirmation of agreement

The Agreement hereto annexed, and marked Schedule 1 being the Agreement dated the twenty-ninth day of May, one thousand nine hundred and three, and made and entered into between the Road Board of the Kalgoorlie district, of the one part, and the Kalgoorlie Electric Power and Lighting Corporation, Limited, a joint stock company, limited, and incorporated in the United Kingdom of Great Britain and Ireland, and having its registered office in Western Australia at and on Gold Mining Lease No. 3863E, situate in the East Coolgardie Goldfield, of the other part, is hereby declared to be as valid and binding between the parties thereto, and the successors in title of the parties, as if the said Road Board of the Kalgoorlie district were a Municipal Council, and the said Kalgoorlie Electric Power and Lighting Corporation, Limited, were an undertaker, and both such parties had entered into the said Agreement pursuant to the powers conferred under the *Electric Lighting Act, 1892*.

3. Incorporation of *Electric Lighting Act, 1892*

The said Agreement set out in Schedule 1 hereto shall, if the same be at variance with the provisions and conditions of the *Electric Lighting Act, 1892*, be subject to such interpretation, variation, or amendment as will reconcile same, and will be construed subject in all respects to such conditions and provisions as are contained in the said *Electric Lighting Act, 1892*.

4. Permission of Minister to be obtained

On and after the passing of this Act, the Kalgoorlie Electric Power and Lighting Corporation, Limited, will apply for the approval and permission of the Minister for Works before operating, under the conditions of the said Agreement and the provisions of this Act, any line working at a pressure exceeding five hundred volts. Such application shall set out the route of line, position of poles, cables, mode of attachment and supports, and minimum distance of cables from ground; also the

maximum voltage and watts; and also a statement in full detail of the methods and means adopted or proposed to be adopted to ensure the public safety under all conditions of the operation and working of the line.

5. Grant and terms of permission

The Minister may grant such permission subject to such alterations and restrictions as he may deem fit, and pending the granting of such permission, if the Kalgoorlie Electric Power and Lighting Corporation Limited, shall use the said line for the transmission of the said electric current, it shall be deemed guilty of an offence, and shall be liable to a fine not exceeding five pounds a day for every day during which such offence shall continue, to be recovered in a summary manner before any two Justices of the Peace.

Schedule 1

AGREEMENT made this twenty-ninth day of May, One thousand nine hundred and three, between the Road Board of the Kalgoorlie District, hereinafter called the Road Board, of the one part, and the Kalgoorlie Electric Power and Lighting Corporation, Limited, a joint stock company, limited, and incorporated in England under the provisions of the Companies Acts there, and having its registered office in Western Australia at Lease 3863E, Federal Road, Boulder, hereinafter called the Company, of the other part, whereby it is agreed as follows: —

1. The Road Board hereby grants permission to the Company to erect poles to be approved by the Road Board in such positions as the Road Board may direct on the portions of the Kalgoorlie-Lake Road, Federal Road, Hainault Road, and Mines Road within the district of the said Board, more particularly delineated on the plan hereunto annexed, being therein coloured red.
2. Such poles shall only be used by the Company for carrying wires for conveying electric current, hereinafter called the Company's wires; such wires shall be placed by the Company at such height on the poles and in such manner as not in any case to be less than nineteen feet clear of the surface of the ground.
3. The Road Board hereby grants unto the Company the right and license to sell and supply electricity and electric energy within the district of the Road Board for the term of this Agreement, and for such purpose to erect and fix, maintain, and repair all necessary poles, wires, and cables in or over the roads in the District of the Road Board, in accordance with Clauses two and six hereof.
4. The Company shall supply twelve 16-candle power incandescent lamps, and shall erect, completely finish, and maintain two of same at each of the six positions named hereunder, and more particularly marked on the said plan annexed hereto and, shall keep same lighted at full power from sunset to sunrise during the continuance of this Agreement, on all nights throughout the year, excepting only the night of full moon and the two nights immediately before

and the two nights immediately after full moon: Provided always that, in case of strikes or lock-out of all or any of the Company's employees, or breakdown of its machinery, lines, or lamps, or any or either of them, the Company shall be exempt from the requirements of this Clause during the continuance of such strike, lock-out, breakdown, or other unavoidable interruption, it being understood that in case of breakage the Company will use all reasonable endeavours to re-start such service at the earliest possible time.

The positions above referred to:

At each of the four corners of Fimiston Block within the District of the Road Board: At a point in the Kalgoorlie-Lake Road where the siding of the Kalgurli Gold Mines, Limited, crosses: At the intersection of the Kalgoorlie-Lake Road and the Federal Road. The exact positions to be determined by the Road Board in each case.

5. The Road Board shall at all times have the power to order the Company, at the Company's expense, to shift any poles erected by it on any portions of the roads referred to in paragraph one hereof, or any wires or tackle attached thereto or used in connection therewith, which in the opinion of the Road Board or its Architect, Surveyor, or Engineer may interfere with traffic; and the Company shall at all times, at its own expense, comply with such orders. In the event of the Company failing to comply with any such order, the Road Board may do the necessary work at the Company's expense and recover the costs thereof from the Company.
6. All work to be done by the Company pursuant to the terms hereof shall be done to the satisfaction of the Road Board, its Architect, Surveyor, or Engineer.
7. Nothing herein contained shall prejudicially affect the power of the Road Board to levy and collect rates on any rateable property owned by the Company within its district.
8. In the event of the Company at any time failing to comply with the terms hereof, the Road Board may withdraw the permission granted hereby, and upon such permission being withdrawn the Company shall, at the request of the Road Board, remove all poles erected by it on portions of the roads referred to in paragraph one hereof, with all wires thereon.

9. The Company shall not assign, transfer, or make over the benefit of this Agreement or any part thereof to any person or company without the written consent of the Road Board in each instance first had and obtained, but such consent shall not be unreasonably or arbitrarily withheld.
10. This Agreement shall be in force for twenty years from the date hereof, subject to determination as hereinafter mentioned, and at the expiration thereof the Company shall have the right to renew this Agreement for a further term of twenty years, subject to such further conditions as the circumstances of the time may require.
11. All notices to the company may be served by leaving the same at the company's works, Boulder, or by posting same in Kalgoorlie in an envelope addressed to "The Kalgoorlie Electric Power and Lighting Corporation, Limited, Boulder," and shall be deemed to have been received by the company on the day of such leaving or posting.
12. Provided always, and it is hereby agreed, that if the Company or its assigns shall be desirous of determining this Agreement, and of such its or their desire shall give three calendar months' notice, in writing, to the Road Board, or leave the same at or send the same by registered letter to the office of the Road Board, at Kalgoorlie: Then and in such case, immediately after the expiration of the said notice, this Agreement and everything herein contained shall cease and determine without prejudice to any claim by either party against the other in respect of any antecedent breach of any agreement or condition herein contained.

In witness whereof these presents were executed the day and year first above written.

The Common Seal of the Kalgoorlie
Road Board was hereunto affixed
pursuant to a resolution of the Board in
the presence of

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[L.S.]

M. J. RICHARDSON,
Secretary.

H. C. SEWELL,
Chairman

Signed, sealed, and delivered on behalf of
the Kalgoorlie Electric Power and
Lighting Corporation, Limited, by its
attorney under power, Claude Edward
Crocker, in the presence of

E. THO. RANDALL,
Kalgoorlie, Solicitor

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The Kalgoorlie Electric Power
and Lighting Corporation,
Limited, by its Attorney under
power,

CLAUDE EDWARD CROCKER
[L.S.]

Notes

- ^{1.} This is a compilation of the *Kalgoorlie Road Board License Validation Act 1904* and includes all amendments effected by the other Acts referred to in the following Table.

Table of Acts

Compilation table

<u>Act</u> <u>Short title</u>	Number and Year <u>year</u>	Assent	Commencement	Miscellaneous
<i>Kalgoorlie Road Board License Validation Act 1904</i>	9 of 1904	16 January 1904	16 January 1904	
<u>This Act was repealed by the Statute Law Revision Act 2006 s. 3(1) (No. 37 of 2006) as at 4 Jul 2006 (see s. 2)</u>				