



Western Australia

## **Flinders Bay-Margaret River Railway Act 1913**

Compare between:

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



## Flinders Bay-Margaret River Railway Act 1913

**An Act to authorise the purchase by the Government of the Flinders Bay-Margaret River Railway.**

~~*[Assented to 30th December 1913.]*~~

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. Short Title**

This Act may be cited as the *Flinders Bay-Margaret River Railway Act 1913*.

**2. Authority to purchase railway**

It shall be lawful for the Minister for Works, on behalf of the Government of Western Australia, to make an agreement with Millar's Timber and Trading Company, Limited, for the purchase by the said Government of the Flinders Bay-Margaret River Railway, in the terms of the draft agreement set out in the Schedule to this Act.

## **Schedule**

AN AGREEMENT made the                      day of                      One thousand nine hundred and thirteen, between Millar's Timber and Trading Company, Limited (hereinafter called the Vendor), of the one part, and the Honourable William Dartnell Johnson, Minister for Works, acting on behalf of the Government of Western Australia (hereinafter called the Purchaser, which term includes the Minister for Works in the office for the time being), of the other part, as follows: —

1. The Vendor agrees to sell and the Purchaser agrees to purchase the Flinders Bay-Margaret River Railway, as the same is more particularly described in the First Schedule thereto, and the land, jetty, moorings, appurtenances, and effects hereafter mentioned, free from all encumbrances, at the price of Thirty-one thousand pounds to be paid on completion of the purchase.
2. The purchase shall be completed on or before the First day of June, One thousand nine hundred and sixteen, and in the meantime the Purchaser has received possession of the said railway, land, jetty, moorings, appurtenances and effects; and in addition thereto the Vendor had delivered to the Purchaser one locomotive engine and eight trucks for use on the said railway, for which engine and trucks and use of the said Railway the Purchaser shall pay to the Vendor from the Tenth day of July, One thousand nine hundred and thirteen, to the completion of the purchase a rent at the rate (subject as hereinafter provided) of Three hundred pounds per annum by equal quarterly instalments, of which annual sum One hundred pounds per annum is apportioned to the hiring of the said locomotive engine and trucks. The Purchaser shall keep and maintain the said engine and trucks in as good order and repair as the same now are (fair wear and tear only excepted) and re-deliver the same to the Vendor in such good order and repair at the termination of the hiring.
3. For the purpose of assessing the wear and tear of the locomotive engine and trucks they shall be inspected by the Chief Mechanical Engineer of the Government Railways, or an officer appointed by him, within one month from date hereof and again at the time of re-delivery to the Vendor, and

his decision as to the comparative value of the Rolling Stock above mentioned at the two periods shall be accepted as final. Notwithstanding anything aforesaid the Purchaser may, by three months notice given to the Vendor at any time during the currency of the agreement, cease to hire the said locomotive engine and trucks and re-deliver them to the Vendor; in which event the amount payable for such hire shall be that calculated pro rata for the time hired at the annual rate of One hundred and fifty pounds per annum as aforesaid, and the rent payable under this agreement for the remainder of the term until the completion of the purchase shall be at the rate of One hundred and fifty pounds per annum.

4. The subject-matter of the sale includes land, so far as the same is the property of the Vendor, to the extent of a width (except as hereafter provided) of one chain on each side of the centre line of the whole length of the railway, and to the extent of a width at Karridale of two and a-half chains on each side of the centre line of the railway for a length of thirty chains on each side of the centre line of the railway for a length of thirty chains, the exact position of which length shall be for the determination of the Purchaser within twelve months from the date of this agreement, and to the extent of a width at Flinders Bay (measured from the said centre line) of four chains on the West side of the line and of two chains on the East side of the line, extending over a length of thirty chains terminating at the root of the Jetty, and to the extent of a width of one and a-half chains (measured from the said centre line) on each side of the line of railway extending for a length of thirty chains at each of four other positions along the line of railway to be selected within twelve months from the date hereof by the Purchaser, for sidings; and all these said lands, or such portions thereof as are the Vendor's property, the Vendor undertakes to convey to the Purchaser on completion of the purchase, in such manner as the Purchaser may direct, in fee simple free from all encumbrances; but any survey that may be necessary for the purposes of transfer shall be at the Purchaser's expense.
5. Inasmuch as the Purchaser is unable at present to locate the sites of the four sidings referred to in the last preceding

clause, it is agreed that the selection shall be made so as not to unreasonably or materially affect the value of the Vendor's adjoining property; but the Vendor agrees that it will not sell or demise, or agree to sell or demise, any of its lands within the area that may be covered by the proposed sidings during the currency of this agreement without the consent, in writing, of the Purchaser first obtained until the sites of the sidings are determined by the Purchaser.

6. The subject-matter of the sale also includes all Water Supplies used in connection with the railway, so far as the same are situated on land belonging to the Vendor, the jetty at Flinders Bay, the moorings, and all things appurtenant to or usually held, used and enjoyed in connection with the railway and jetty, or as more particularly described in the Second Schedule to this agreement.
7. Inasmuch as part of the permanent way material and telephone line, namely, that at Karridale Siding, is situated on land outside the area to be transferred to the Purchaser under this agreement, the Purchaser agrees to remove the said permanent way material and telephone line within twelve months of the execution of this agreement, and the Vendor grants permission to the Purchaser to enter on his land for the purpose of so doing.
8. During the period of hire of the engine and trucks, the purchaser shall have the right to use the engine shed, water supply tank and workshop at Karridale, and the sidings in connection therewith, and in respect of such sidings paragraph seven shall not apply, but the permanent way material may be removed on the termination of the said period of hire.
9. If from any cause whatever the purchase shall not be completed on or before the first day of June, one thousand nine hundred and sixteen, the Purchaser shall pay the Vendor interest on the purchase money at the rate of five pounds per centum per annum from that day until the completion of the purchase.
10. The Vendor undertakes to pay and discharge all rate, taxes, and other outgoings payable in respect of the said railway and the property hereby agreed to be sold to the date when

possession thereof was given to the Purchasers aforesaid, namely the Tenth day of July, One thousand nine hundred and thirteen.

### 1st Schedule

#### DESCRIPTION OF RAILWAY.

Commencing at a point two chains North of the North end of present Railway Bridge over Margaret River, and 250 links North-East of South-West corner of Sussex Location 587, part of Reserve 13778; thence in a Southerly direction for about 20 miles to Karridale; thence generally South-East for about 10 miles 69 chains to the S.E. end of Flinders Bay Jetty.

Total length, 30 miles 68 chains 83 links, more particularly delineated on P.W.D., W.A., 17473.

### 2nd Schedule

#### INVENTORY.

*Water Supply at Margaret River*, including vertical boiler, steam pump (in shed), tanks, tank stand, and pipe line. Details shown in Field Book.

*Water Supply at Boranup*, including vertical boiler, steam pump (in shed), tanks, tank stand, and pipe line. Details shown in Field Book.

*Water Supply at Flinders Bay*, including vertical boiler, steam pump (in shed), tanks, tank stand, and pipe line. Details shown in Field Book.

Vertical boiler and winch (portable) on the Jetty at Flinders Bay.

*At Flinders Bay*— 4 good 20 in. springs, 2/67ft., 1/68ft., and 1/70ft. ; 1 wooden crane with jib, with crab winch and wire rope complete; 2 mooring buoys on jetty; 5 mooring buoys with moorings complete in Bay ; 1 set signalling flags ; 1 pile-driving machine complete (2 monkeys) ; 1 pumping trolley.

*Tools, etc., at Flinders Bay*— Bellows, vyce, anvil, grindstone, iron shod lever, pinch-bar, spanner (platelayer's), 2 shovels.

*For the working of the Railway and Jetty use.*— 14 bolts, 1 in. diam, various lengths ; 4 chain hooks ; 1 (2 sheave), 1 (1 sheave) wooden blocks ; 12 flare-up lamps ; 1 ambulance stretcher, 1 table, 1 stool, in office on jetty; 6 lengths chain fastening down gear for jetty work; 1 iron lead block, single sheave; 1 wire rope, 1 in. by 60 feet; 1 cant hook; 2 bottle jacks; 1 oil feeder; 3 spanners; 3 cramps; 2 unions; 10 augers, 1 1/8 in.; 1 auger, 1 1/4 in.; 2 jiggers with augers, 5/8 in.; 4 cross-cut saws; 1 single end striking hammer; 1 pile ring; 1 spiking hammer; 1 stock and dies, bolt 1 in. only; 6 pair smith's tongs; 1 engineer's hammer; 2 bolt drifts; 3 in. Manilla rope, about 15 fathoms in 8 lengths (various); 1 in. steel wire rope, about 250 feet in 3 lengths; 4 in. Manilla rope, about 30 fathoms in 1 length; 2 (3 sheave) blocks, wooden, with 10 in. Iron sheaves to take 4 in. Manilla; 2 single sheave lead blocks, iron, 1 10 in., and 1 16 in.; telephone line as existing; 3 telephone instruments (Margaret, Karridale, Flinders Bay).



## Notes

- <sup>1.</sup> This is a compilation of the *Flinders Bay-Margaret River Railway Act 1913* and includes all amendments effected by the other Acts referred to in the following Table.

### ~~Table of Acts~~

### Compilation table

<del>Act</del> <u>Short title</u>	Number and <del>Year</del> <u>year</u>	Assent	Commencement	<del>Miscellaneous</del>
<i>Flinders Bay-Margaret River Railway Act 1913</i>	32 of 1913	30 <del>December</del> <u>De</u> c 1913	30 <del>December</del> <u>Dec</u> 1913	
<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>				