

ELECTRIC LIGHT AND POWER AGREEMENT.

19° GEO. V., No. III.

No. 3 of 1928.

AN ACT relating to the Supply of Electric Current in the
Bayswater and Melville Road Districts.

[Assented to 29th September, 1928.]

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 *Electric Light and Power Agreement Amendment Act, 1928.* Short title.
2. The agreements set out in the Schedule to this Act are hereby ratified. Ratification of Agreements. Schedule.
3. The powers conferred on the City of Perth by the Perth Municipal Gas and Electric Lighting Act, 1911, and the Electric Light and Power Agreement Act, 1913, may be lawfully exercised, and the said Acts shall have effect within and throughout the Bayswater Road District; and, notwithstanding anything contained in the Electric Light and Power Agreement Act, 1913, the Commissioner of Railways may, in exercise of the powers conferred by the Government Electric Works Act, 1914, construct and maintain works and supply electric current within the Melville Road District, and such last mentioned Act shall have effect within the Melville Road District, notwithstanding that portion thereof may be situated within a radius of five miles from the General Post Office in Perth. Extension of Powers.

THE SCHEDULE.

AN AGREEMENT made the 23rd day of May, 1928, between THE MELVILLE ROAD BOARD of the one part and THE COMMISSIONER OF RAILWAYS of the other part, as follows:—

1. The Melville Road Board has sold to the Commissioner of Railways the whole of its electric lighting and power plant, including all poles, lines, meters, switch-gear, transformers, and other appliances and effects used therewith in connection with the supply of electric current within and throughout the Melville Road District, except only that portion of the district situate westward of the North Lake Road, and a continuation of that road in a line directly North from Canning Road through Melville Park Estate to the Swan River, at the price of One thousand five hundred pounds (£1,500) (the receipt whereof the Board hereby acknowledges), and the Board hereby assigns the said plant to the Commissioner of Railways.

2. The Melville Road Board hereby consents to the exercise by the Commissioner of Railways at all times hereafter within and throughout the Melville Road District, except only that portion thereof situate Westward of the North Lake Road and a continuation of that road in a line directly North from Canning Road through Melville Park Estate to the Swan River, of all the powers conferred on the Commissioner of Railways by the Government Electric Works Act, 1914, and the right to sell and supply electricity; subject, however, at all times to the rights and privileges, if any should exist, of the City of Perth and/or the Fremantle or East Fremantle Municipal Councils over any part of the said district; and agrees with the Commissioner that the Board will not at any time hereafter within its district (except such portion thereof as aforesaid situate Westward of the North Lake Road and such continuation thereof as aforesaid) exercise any similar powers to those conferred on the Commissioner of Railways by the said Act, or purchase or acquire electricity for use within its district (except as aforesaid) otherwise than from the Commissioner of Railways.

3. An agreement dated the 17th day of December, 1919 (as amended by an agreement dated the 2nd day of December, 1924), and made between the City of Perth and assigned or agreed to be assigned to the Commissioner of Railways, is hereby, by the mutual consent of the parties to this agreement, cancelled; and the Melville Road Board hereby agrees that it will at all times hereafter execute any such documents as may be deemed by the Commissioner of Railways to be necessary to ratify and confirm such cancellation, and to release the City of Perth from all obligations thereunder.

4. The Commissioner of Railways hereby agrees with the Melville Road Board that the rates to be charged by the Commissioner for electricity supplied to consumers, including the Board within the Melville Road District, shall be in accordance with the by-laws and conditions under the Government Electric Works Act, 1914, in force for the time being; and the Commissioner also agrees that any street lights beyond those already installed within such district which the Melville Road Board may require to be installed will be so installed by the Commissioner of Railways: Provided that the Commissioner shall not erect any street or other lights except at the request of the Melville Road Board and in such positions as the Melville Road Board may desire.

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

THE COMMON SEAL OF THE MELVILLE ROAD BOARD was here- } [L.S.]
unto affixed in the presence of— }
VICTOR G. C. RISELEY,
Chairman.

SIGNED AND SEALED by THE } E. A. EVANS, [L.S.]
COMMISSIONER OF RAILWAYS } Deputy Commissioner of Railways.
in the presence of— }
A. A. LETCH.

AN AGREEMENT made the 26th day of May, 1928, between THE HONOURABLE PHILIP COLLIER, M.L.A., Treasurer of the State of Western Australia (acting on behalf of His Majesty's Government of the said State and hereinafter referred to as "the Minister") of the first part, THE CITY OF PERTH of the second part, and THE COMMISSIONER OF RAILWAYS FOR WESTERN AUSTRALIA of the third part, as follows :—

1. This agreement shall be read as one with and is supplemental to the agreement ratified by the Electric Light and Power Agreement Act, 1913.

2. As between the Commissioner of Railways (in whom the powers vested in His Majesty's Government of Western Australia by the Electric Light and Power Agreement Act, 1913, and the agreement set out in the schedule to that Act are, by the Government Electric Works Act, 1914, now vested) and the City of Perth, it shall be lawful at all times hereafter for the City of Perth to supply electric current to all persons and bodies corporate for all purposes throughout the Bayswater Road District as now constituted including that portion thereof which is situate without a radius of five miles from "the General Post Office, Perth," and the Minister on behalf of His Majesty's said Government and the Commissioner of Railways shall not at any time hereafter, without the consent in writing of the City of Perth, supply electric current to any person or body corporate for any purpose within any portion of the boundaries of the said Road District, notwithstanding that such portion of such district is without a radius of five miles from the General Post Office, Perth.

3. As between the City of Perth and the Commissioner of Railways it shall be lawful at all times hereafter for the Commissioner of Railways to supply electric current to all persons and bodies corporate for all purposes in the Melville Road District as now constituted, including that portion thereof which is situated within a radius of five miles from "the General Post Office in Perth"; and the City of Perth covenants with the Minister that it will not at any time hereafter supply electric current to any person or body corporate for any purpose within any portion of the Melville Park Road District as at present constituted, notwithstanding that such portion of that district is situate within a radius of five miles from the General Post Office in Perth.

4. An agreement dated the 17th day of December, 1919, and made between the City of Perth and the Melville Road Board, as amended by an agreement between the same parties dated 2nd day of December, 1924, is hereby assigned by the City of Perth to the Commissioner of Railways.

5. The Commissioner of Railways hereby further agrees to provide the necessary lines and to supply extra high tension current to the City of Perth at a point to be mutually agreed upon in Railway Avenue situate between Vincent Street and River Road, Bayswater. Such lines shall be laid and supply made available within two calendar months from the date of this agreement and shall be given generally in accordance with the terms of the agreement dated the 5th day of June, 1917, and made between the Commissioner of Railways and the City of Perth: Provided that notwithstanding Clause 12 of the said agreement the Commissioner shall not be at liberty to cease such supply so long as the City of Perth shall during the currency of an agreement dated the 16th day of October, 1913, and ratified and amended by the Electric Light and Power Agreement Act, 1913, continue to require the same.

6. The expression "the General Post Office, Perth" means the site of the General Post Office in Perth at the commencement of the Electric Light and Power Agreement Act, 1913.

IN WITNESS whereof the Honourable Philip Collier, M.L.A., has hereunto set his hand and seal, and the City of Perth has set its common seal, the day and year first above written.

SIGNED by THE HONOURABLE }
PHILIP COLLIER, M.L.A., in the } P. COLLIER.
presence of— }
L. E. SHAPCOTT.

THE COMMON SEAL OF THE CITY } [L.S.]
OF PERTH was hereunto affixed in } J. T. FRANKLIN,
the presence of— } Mayor.
WM. E. BOLD,
Town Clerk.

SIGNED AND SEALED by THE } [L.S.]
COMMISSIONER OF RAILWAYS } E. A. EVANS,
in the presence of— } Deputy Commissioner of Railways.
A. A. LETCH.