

## COTTESLOE ELECTRIC LIGHT AND POWER.

16° GEO. V., No. XXXVII.

No. 37 of 1925.

AN ACT to ratify an Agreement dated the 19th day of September, 1924, and made between the Municipality of Cottesloe, the Peppermint Grove Road Board, the Cottesloe Beach Road Board, and the Commissioner of Railways, relating to the Electric Light and Power Works at Cottesloe.

[Assented to 31st December, 1925.]

**B**E 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:—

Short title.

1. This Act may be cited as the *Cottesloe Electric Light and Power Act, 1925.*

Ratification of agreement.

2. The agreement set out in the schedule to this Act is hereby ratified and confirmed; and it shall be deemed to have been and to be within the power of the parties thereto to enter into such agreement and to do whatever may be necessary to give effect to its provisions.

### THE SCHEDULE.

An Agreement made this 19th day of September, 1924, between the Municipality of Cottesloe (hereinafter called "the Municipality") of the first part, the Peppermint Grove Road Board of the second part, the Cottesloe Beach Road Board of the third part, and the Commissioner of Railways (hereinafter called "the Commissioner") of the fourth party:

Whereas the municipality has for some time past been carrying on the business of electric supply in all its branches for the purposes of light, heat, and motive power and other purposes, and has for such purposes erected transmission and distributing cables, and has also erected the necessary buildings for transformer substations, and equipped such buildings with transformers and other plant, and has been supplying electricity within the area comprising the municipal district of Cottesloe and the road districts of Peppermint Grove and Cottesloe Beach (hereinafter called "the area"):

And whereas the municipality has for the purposes aforesaid been exercising the powers conferred and defined by the Cottesloe Lighting and Power (Private) Act, 1899 (hereinafter called "the Act"):

And whereas the municipality has, with the concurrence and at the desire of the said Road Boards, sold to the Commissioner the whole of the hereinbefore described undertaking and works, together with all assets held or used in connection therewith or for the purposes aforesaid, and all the powers of the municipality under the Act for the price and on the terms hereinafter set out to the intent that the Commissioner may undertake the supply of electricity within the area:

Now it is hereby witnessed—

1. The municipality has sold and the Commissioner has purchased the whole of the said undertaking and works and assets, together with all rights, powers, and privileges enjoyed or exercised by the municipality for any of the purposes aforesaid whether under the said Act or otherwise free and clear of all mortgages and encumbrances whatsoever.

2. The price paid by the Commissioner as the consideration for the sale is £17,000, which has been satisfied and discharged in the manner following, that is to say.—

	£	s.	d.
By payment by the Commissioner in cash .. ..	4,216	0	0
By the issue of W.A. Government bonds carrying interest at five and a-half (5½) per cent. per annum .. .. .	4,200	0	0
	£8,416 0 0		

And the Commissioner takes over and will indemnify the municipality against the liability of the municipality under its debentures for £10,500, bearing interest at five per cent. per annum held by the Australian Mutual Provident Society, in respect of which debentures £1,916 stands to the credit of a sinking fund invested by the Colonial Treasurer, which shall be transferred to the Commissioner and thereby his liability to indemnify as aforesaid will be reduced to £8,584, with interest thereon, such amount representing the balance of the said purchase money of £17,000:

Provided that the obligation of the municipality extends to the payment and discharge of all interest on the said loans up to the date when taken over by the Commissioner, such interest being apportionable between the municipality and the Commissioner up to that date.

3. The following properties are included in the sale, and shall be duly transferred to the Commissioner, that is to say—

- (a) Substation on the Perth-Fremantle Road and land on which it stands, being portion of land in Certificate of Title, Volume CCXLVIII., Folio 196, together with right of way over the balance of such land from substation to said road, such right of way to be six feet six inches in width, and to be over such portion of the land as shall be mutually agreed on.
- (b) The Battle Street substation, together with the whole of the land in Certificate of Title, Volume 680, Folio 102.
- (c) The Eric Street substation, together with the land on which it stands and right of access thereto.

4. The said undertaking, works, and assets, together with the rights, powers, and privileges aforesaid shall be assigned and transferred to the Commissioner by the municipality, and the municipality will do and execute all such assignments, acts, deeds, and assurances as shall be requisite for vesting in the Commissioner the premises hereinbefore sold and agreed to be transferred in such manner and form as shall be required by the Commissioner.

5. The sale shall be deemed to have been completed on the 1st day of April, 1924, on which date the municipality delivered to the Commissioner the undertaking, works, and assets included in the purchase, together with the relative books of account, and shall forward such further particulars in reference to the premises as the Commissioner shall reasonably require:

Provided that book debts due to the municipality at the date of completion shall not be deemed to be included in the sale.

6. As and from the date of transfer the Commissioner shall undertake, perform, and fulfil all current and unexpired contracts which may have been entered into by or on behalf of the municipality, and shall indemnify the municipality against all actions, proceedings, claims and demands in respect thereof.

7. The Municipality and the said Road Boards hereby severally agree to take from the Commissioner who agrees to supply such electricity as may be reasonably required by them respectively for lighting streets and public places within their, respective districts, and the Commissioner shall instal all lamps and apparatus which may be reasonably necessary for the lighting of such streets and places. The price to be paid for each lamp provided and lighted (except any lamp or lamps exceeding 250 watts per lamp especially provided for lighting ocean beach frontages) shall be £2 10s. 0d. per lamp per annum: Provided that no payment shall be made in respect of any such lamp as has not been properly and reasonably maintained and lighted by the Commissioner. The price to be paid for any special lighting shall be by mutual agreement between the Municipality and the Commissioner.

8. The Commissioner agrees that the price to be charged for electricity within the "area" shall be at taking over at the prices charged under the By-laws made under the Government Electric Works Act, 1914, dated 13th day of June, 1923, or any amendment or re-enactment thereof. And, subject to the provisions of the said By-laws, the Commissioner shall supply electricity to all occupiers of buildings now or hereafter erected within the said Municipality and Road Board Districts as the said occupiers may require. The service shall be continuous throughout the twenty-four hours of the day. All lighting shall be at 250 volts, and for heating and power at such voltage as may be arranged. All apparatus and appliances used by the Commissioner for the service shall be of the best quality and design adapted for the purpose, so that electricity may at all times be supplied under this Agreement in the most approved and efficient manner.

9. The Municipality and the said Boards hereby severally agree and undertake that they will not hereafter supply or sell, or consent to any person, corporation, or body (except the Commissioner) supplying or selling electricity within the area, and that they will hereafter, as far as possible, prevent any such person, corporation, or body from supplying or selling electricity within the area for a period of twenty-one years from the date hereof.

10. The Commissioner will not transfer to any private person or to any Company the rights conferred by this Agreement except with the consent of the parties hereto.

11. If the Commissioner shall, in the forthcoming or any succeeding session of Parliament, promote a Bill to confirm this Agreement, or otherwise to give effect to the provisions hereof, or to empower the Commissioner to carry the same into effect, the Municipality and the said Boards severally agree that they will by petition or otherwise support such Bill, and will not in any way oppose it or do anything whereby the passing into law of such Bill may be prevented or hindered.

12. In the construction of this Agreement the "area" shall be taken to include (in addition to what is included therein at the date of this Agreement) any area of land which shall at any time hereafter be comprised in the district of the Municipality or of either of the said Boards.

13. If any dispute or disagreement shall arise between the Commissioner and any party hereto with reference to the construction of this Agreement, or to anything to be done thereunder, or to any breach or alleged breach thereof, or otherwise in relation to this Agreement, such dispute or disagreement shall be referred to arbitration in accordance with the Arbitration Act, 1895, or any statutory modification or re-enactment thereof for the time being in force, but this clause shall be without prejudice to Section 7 of the Government Electric Works Act, 1914 (as amended by Section 4 of the Government Electric Works Act Amendment Act, 1915).

In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first hereinbefore written.

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

[L.S.]

JAMES PATERSON,  
For Mayor.

W. McLAREN,  
Town Clerk.

The Common Seal of the Peppermint Grove Road Board was hereto affixed in the presence of—

[L.S.]

J. MANNERS HILL,  
Chairman.

CHAS. ALDAY,  
Secretary.

The Common Seal of the Cottesloe Beach Road Board was hereto affixed in the presence of—

[L.S.]

GEORGE HENRY SMITH,  
Chairman.

J. McEWAN,  
Secretary.

The Common Seal of the Commissioner of Railways was hereto affixed by—

[L.S.]

H. POPE,  
Commissioner of Railways.

In the presence of—

A. V. LETCH.