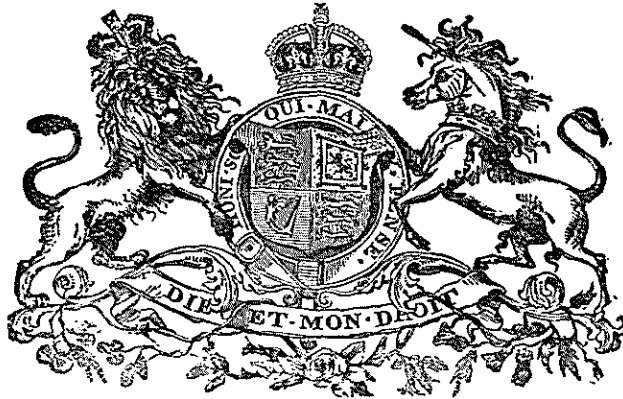


WESTERN AUSTRALIA.



ANNO QUARTO

EDWARDI SEPTIMI REGIS.

PRIVATE ACT.

AN ACT to authorise The Kalgoorlie Electric Tramways, Limited, to construct, maintain, and manage a line of Tramways on the Race-course at Kalgoorlie.

[Assented to 24th December, 1904.]

WHEREAS the Kalgoorlie Electric Tramways, Limited, being Preamble.
a company properly incorporated under the Companies Act of the Imperial Parliament, and registered and carrying on business in the State of Western Australia, is desirous of constructing, maintaining, and managing a Tramway on the racecourse at Kalgoorlie, being part of Hampton Location 2: And whereas the said Company has agreed with the lessees of the said land, who are trustees for the Kalgoorlie Racing Club, and with the said club, for the construction, maintenance, and management by the Company of the said Tramway: And whereas the Minister for Lands, as lessor of the said land, has consented to the said Agreement: And whereas it is expedient that the Company should be authorised to construct, maintain, and manage the said Tramway: 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:—

Interpretation.

1. In the interpretation of this Act, save where there is something in the context inconsistent therewith, the following terms shall have the meanings set opposite them respectively:—

“Minister,” the Minister for Works in Western Australia.

“The Company,” the Kalgoorlie Electric Tramways, Limited, and its assigns.

“The Tramway,” the tramway authorised by this Act to be constructed, and works in connection therewith.

Power to construct tramway.

2. Subject to the provisions of this Act, and subject to and in accordance with an agreement made the ninth day of September, 1903, between Robert Gibson, Patrick Whelan, and John Albert O’Meehan, Trustees of the Kalgoorlie Racing Club of the first part, the Kalgoorlie Racing Club of the second part, and the Company of the third part, which said agreement is set forth in the Second Schedule of this Act, the Company may construct, maintain, and manage a double line of tramway, with all necessary and usual works and conveniences, in the lines and upon the lands described in the First Schedule to this Act.

How constructed.

3. The tramway shall be constructed of sound material and upon a three feet six inch gauge, with steel rails of the T pattern and of a weight of not less than forty-five pounds to the yard. The tramway shall in all respects be constructed in accordance with the agreement hereinafter mentioned, and with the Tramways Act, 1885.

Motive power.

4. The tramway shall be moved by electrical or other power approved of by the Minister. The Company may erect and maintain on the said lands all such poles and posts, with wires attached thereto, as may be necessary or required for supplying electricity to cars on the said tramway.

Minister may prohibit traffic when line is unsafe.

5. Any person acting under the authority of the Minister shall at all times during the construction of the tramway, and after its completion, be allowed to inspect the tramway without let or hindrance; and on his report that the tramway or any portion thereof is unsafe, the Minister may, by order, prohibit the continuance of public traffic thereupon until the Minister is satisfied that the tramway is safe and fit for public traffic; and if the Company in any way disobey such order, they shall be liable, for every offence, to forfeit to the Minister a sum not exceeding one hundred pounds, to be recovered by complaint before any two justices.

The tramway shall be used for the conveyance or carriage of passengers and passengers' luggage only. Every passenger travelling on the tramway may take with him ordinary personal luggage belonging to him, not exceeding in weight 20lbs, without any charge being made for the carriage thereof.

6. The rate of speed to be observed in travelling on the tramway shall not exceed ten miles an hour, and cars may be stopped at any point on the said lines for the purpose of picking up and setting down passengers.

Rate of speed.

7. The Company may demand and take, in respect of such tramways, the tolls and charges fixed and agreed upon by the parties to the said agreement of the ninth day of September, 1903; but the Company shall not be entitled to charge the fare mentioned in Clause 4 of the said agreement in addition to the fare payable by persons travelling on the Company's line between Kalgoorlie and the Kalgoorlie Racecourse.

Tolls and charges.

8. Nothing herein contained shall prejudice or affect the agreement in the last preceding section mentioned, except so far as the same is contrary to, or in conflict with, the provisions of this Act or the Tramways Act, 1885.

Agreement with landlord.

9. The following sections of the Tramways Act, 1885, namely, sections 26, 27, 28, 30, 34, 35, 37 to 45 inclusive, 48, 50, and 51, shall extend to and be deemed to be incorporated and included in this Act. In the interpretation of the said sections, when applied to this Act, expressions in the Tramways Act, 1885, "The Promoters" shall mean "The Company," and "The Local Authority" shall mean "The Trustees of the Kalgoorlie Race Club and the Kalgoorlie Race Club."

Incorporation of portions of Tramways Act, 1885.

10. If the works authorised by this Act be completed to the satisfaction of the Minister for Works within twelve months from the passing of this Act, the deposit money paid by the Company to the Public Treasury shall be returned, otherwise such deposit money shall be forfeited.

Return or forfeiture of deposit.

11. This Act may be cited as the *Kalgoorlie Racecourse Tramways Act*.

Short title.

with all convenient speed and within the space of three calendar months next after every removal of such materials as shall have been by them laid, placed, erected, or fixed, as aforesaid, at its own expense, well and sufficiently dig, fill up, throw down, and level all and every the embankments, cuts, and trenches raised and made for the use of or occasioned by such tramway, or by reasons or means of the liberties hereby granted.

7. The Company will at all times hereinafter indemnify, and keep indemnified, the Trustees and the Club from all actions, proceedings, claims and demands, costs, damages, and expenses which may be brought or made against the said Trustees or the Club, or against both the Trustees and the Club, or which they or the Club may sustain or incur by reason of the License hereby granted, or by reason of the Company constructing, maintaining, and working the tramway under the said License, or by reason of any accident which may occur on any portion of the Racecourse, hereinbefore specified and coloured red on the said plan, during such period as the Company have control thereof and are running trams thereon, whether the said Company, its agents, servants, or workmen have or have not been guilty of negligence in any way.

8. Provided always, and these presents are upon the express condition that, if and whenever there shall be a breach of any of the several covenants and agreements by the Company herein contained, the Trustees and the Club may give to the Company in manner aforesaid a notice, in writing, declaring that the License hereby granted for the said term of twenty-one years is determined, and thereupon the said License, and all other powers and liberties granted under these presents, except the liberty to enter on the land and remove its rails, sleepers, poles, wires, and plant hereinbefore granted, shall absolutely cease and determine.

9. This Agreement is made conditionally on the consent of the Crown being obtained to the terms hereof.

10. And it is hereby declared that any and every dispute, difference, or question which shall at any time arise between the said parties hereto, or their respective executors, administrators, successors, or assigns, or of any of them, touching the construction, meaning, or effect of these presents, or any clause or thing therein contained, or the rights and liabilities of the said parties respectively, or their respective heirs, executors, administrators, successors, or assigns, or any of them, under these presents, or otherwise howsoever, in relation to the premises: then every such, dispute, difference, or question shall be referred to the arbitration of two persons (one to be appointed by each party to the reference), or their umpire, and this shall be deemed a submission to Arbitration within the Arbitration Act, 1895, or any statutory modification or re-enactment thereof for the time being in force, the provisions whereof shall apply as far as applicable. In witness whereof the parties hereto have hereunto set their hands and seals the day and year first before written.

Signed, sealed, and delivered by Robert Gibson,
Patrick Whelan, and John Albert O'Meehan,
as Trustees of the Kalgoorlie Racing Club, in
the presence of
HARRY HALE,
Solicitor, Kalgoorlie.

ROBERT GIBSON. [L.S.]
P. WHELAN. [L.S.]
J. A. O'MEEHAN. [L.S.]

Signed, sealed, and delivered by Alexander John
Meldrum, Chairman of the Kalgoorlie Racing
Club, for and on behalf of the said Club, in the
presence of
HARRY HALE.

A. J. MELDRUM. [L.S.]

Signed, sealed, and delivered on behalf of the
Kalgoorlie Electric Tramways, Limited, by its
Attorney under power, Edward Graham Price,
in the presence of
E. THO. RANDALL,
Kalgoorlie, Solicitor.

The KALGOORLIE ELEC-
TRIC TRAMWAYS, LIM-
ITED, by its Attorney E.
GRAHAM PRICE. [L.S.]