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**HERITAGE COUNCIL OF WESTERN AUSTRALIA**

**and**



**HERITAGE AGREEMENT**

**Original Railway Station  
246 Marine Terrace,  
Geraldton**

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EXEMPT from W.A. Stamp Duty

## HERITAGE AGREEMENT

S18A Heritage of Western Australia Act 1990  
for Commissioner of State Revenue

Original Railway Station  
246 Marine Terrace,  
Geraldton

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THIS AGREEMENT is made on the 25<sup>th</sup> day of MAY 2006 between the following parties:

1. HERITAGE COUNCIL OF WESTERN AUSTRALIA a corporate body established pursuant to the *Heritage of Western Australia Act 1990*, of 108 Adelaide Terrace, East Perth, Western Australia 6004 (the "Council"); and
2. [REDACTED] a body corporate established pursuant to the *Local Government Act 1995*, of [REDACTED] (the "Owner").

### RECITALS:

- A. The Council's objects are to identify, conserve and where appropriate, enhance those places which are of significance to the cultural heritage of Western Australia; to facilitate development that is in harmony with cultural heritage values; and to promote public awareness and knowledge of Western Australia's cultural heritage.
- B. The Owner proposes to enter a long term lease (the 'Lease') with the registered proprietor of the Land, being the State of Western Australia, acting through the Minister for Lands.
- C. The Place has been identified as being of cultural significance and is entered in the Register of Heritage Places on a permanent basis pursuant to the Act.
- D. The Council and the Owner wish to enter this Agreement to provide for the conservation of the Place so as to retain its cultural significance for present and future generations.

### AGREEMENT:

The Parties agree with each other as follows.

## PART 1 DEFINITIONS & INTERPRETATION

### 1.1 Definitions

In this Agreement, unless the contrary intention appears:

"Act" means the *Heritage of Western Australia Act (WA) 1990*;

**"this Agreement"** means this Agreement as it may from time to time be varied as permitted by its terms;

**"Commencement Date"** means the date on which this Agreement is sealed by the Council;

**"Conservation Plan"** means the Conservation Plan in respect of the Place created pursuant to clause 3.1 and described in Item 5 of the Schedule, as may from time to time be varied with the prior written approval of the Council;

**"Conservation Policy"** means the policy specified in Item 3 of the Schedule;

**"Conservation Works"** means the works specified in Item 6 of the Schedule;

**"Construction Completion Date"** means:

- (a) in the case of "Urgent Works" as described in the Conservation Works, as soon as practicable after the Effective Date of this Agreement;
- (b) in the case of "Short Term Works" as described in the Conservation Works, the date within 2 years after the Effective Date of this Agreement;
- (c) in the case of "Medium Term Works" as described in the Conservation Works, the date within 5 years after the Effective Date of this Agreement;
- (d) in the case of "Long Term Works" as described in the Conservation Works, the date within 5-10 years after the Effective Date of this Agreement;

**"Construction Period"** means:

- (a) the period commencing on the Effective Date and expiring on the relevant Construction Completion Date; or
- (b) any longer period agreed between the Council and the Owner of the Place in writing;

**"Damage"** means losses, costs, damages, liabilities, expenses, actions, suits or claims of any kind;

**"Development"** means the development or use of the Place, including:

- (a) any demolition, erection, construction, alteration of or addition to any building or structure on the Land;
- (b) the carrying out on the Land of any excavation or other works;
- (c) any act or thing that is likely to change the character of the Place or the external appearance of any building;
- (d) any act or thing that would constitute an irreversible alteration of the Significant Fabric; and
- (e) a material change in the Use of the Place;

**"Effective Date"** means the date on which the Conservation Plan is approved by the Council pursuant to clause 3.1(c);

**"Event of Default"** is defined in clause 5.1;



**"Fabric"** means all the physical material of the Place including, but not limited to:

- (a) components, fixtures, contents and objects;
- (b) natural material such as the landform, vegetation, streams, soil and rock;
- (c) building interiors, sub-surface remains and excavated material; and
- (d) components, fixtures, contents and objects that are temporarily removed for purposes such as repair, safekeeping or exhibition.

**"Land"** means the land described in Item 4 of the Schedule;

**"Maintenance"** means the continuous protective care of the Significant Fabric as specified in Item 7 of the Schedule;

**"Minister"** means the Minister responsible for the administration of the Act;

**"Owner"** means:

- (a) subject to clause 2.2(d), [REDACTED], for so long as [REDACTED] leases the Land from the State of Western Australia; and
- (b) the Owner or Owners of the Land from time to time, as the expression "owner" is defined in the Act;

**"Place"** means the place described in Item 1 of the Schedule;

**"Register"** means the Register of Heritage Places and has the same meaning as in the Act;

**"Significant Fabric"** means those parts of the Fabric specified in Item 2 of the Schedule;

**"Use"** means the functions of the Place as well as the activities and practices that may occur at the Place;

and

words and expressions having defined meanings in the Act, unless otherwise defined in this clause, have the meanings so defined in the Act.

## 1.2 Interpretation

In this Agreement, unless the contrary intention appears:

- (a) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- (b) a covenant or agreement by more than one person binds, and is enforceable against, those persons jointly and each of them severally;

- (c) no rules of construction apply to the disadvantage of a party on the basis that that party was responsible for the preparation of this Agreement or any part of it;
- (d) a reference to this Agreement or any other document or instrument includes the Agreement, document or instrument (as the case may be) as varied or replaced, notwithstanding any change in the identity of the parties;
- (e) a reference to the Owner doing or refraining from doing anything includes a reference to the Owner causing a person to do, or causing a person to refrain from doing, that thing (as the case may be); and
- (f) a reference to any thing is a reference to the whole and each part of it.

## **PART 2 COMMENCEMENT, DURATION AND SCOPE OF THIS AGREEMENT**

### **2.1 Commencement and Duration of this Agreement**

- (a) Subject to the provisions of this Agreement, this Agreement commences on the Commencement Date and shall be of permanent effect unless terminated with the prior written consent of the Council.
- (b) The Owner shall advise the Council in writing of any early termination or extension of the term of the Lease.

### **2.2 Scope of this Agreement**

- (a) This Agreement:
  - (i) applies to the Land and the Place;
  - (ii) binds the Land and the Place; and
  - (iii) binds the Owner.
- (b) All of the obligations of the Owner under this Agreement are covenants made pursuant to section 29(10) of the Act and are intended to run with the Land.
- (c) The rights and obligations of the Owner under this Agreement are not assignable by the Owner without the prior written consent of the Council, which consent shall not be unreasonably withheld.
- (d) Subject to clause 2.2(e), on the person who is at the time the Owner ("**Outgoing Owner**") transferring the whole of that person's interest in the Place to another person, the Outgoing Owner is released from all personal liability under this Agreement. For the avoidance of doubt, this clause 2.2(d) operates only to release the Outgoing Owner personally and does not release, vary or otherwise affect the obligations of the Owner under, or in connection with, this Agreement.



- (e) The provisions of clause 2.2(d) will not apply in respect of any liability or claim which arose prior to the date of registration of the transfer of the whole of the interest of the Outgoing Owner to another person.
- (f) The Owner agrees that in the event the Land is converted from Crown land to freehold land, and the Owner becomes the registered proprietor of that freehold land, all undertakings, covenants and agreements of the Owner in this Agreement will be deemed to be repeated immediately after it becomes the registered proprietor.

### **PART 3 DEVELOPMENT AND CONSERVATION**

#### **3.1 Conservation Plan**

- (a) The Owner must ensure that a Conservation Plan is prepared by a consultant approved in advance by the Council, and finalised in accordance with clause 3.1(c), not later than 6 months after the Commencement Date.
- (b) The Owner shall submit a draft Conservation Plan to the Council for approval.
- (c) The Council may approve the draft Conservation Plan with or without amendments and any amendments required by the Council shall be incorporated by the Owner into the final Conservation Plan.
- (d) Upon finalisation of the Conservation Plan in accordance with clause 3.1(c), the Owner shall provide a copy of the Conservation Plan to the Council, and the Council shall advise the Owner which parts of the Conservation Plan are to be attached to this Agreement as Annexures. Both parties agree to update this Agreement by attaching the relevant Annexures as advised by the Council.
- (e) The parties acknowledge that the Conservation Plan is the primary guiding document for the conservation and future use of the Place and should be read in conjunction with this Agreement as an essential reference document. For the avoidance of doubt, all express obligations on the Owner in this Agreement which are derived from the Conservation Plan are described in the Annexures.

#### **3.2 Conservation Works**

The Owner must undertake the conservation of the Place in accordance with the Conservation Policy and is required to carry out the Conservation Works, by the Construction Completion Date.

#### **3.3 Development**

The Owner shall not:

- (a) carry out any Development; or
- (b) without prejudice to the generality of clause 3.3(a), do or permit to be done anything on or in relation to the Place which adversely affects the cultural heritage significance or characteristics of the Place; or

- (c) sub-divide or make application to sub-divide the Land;

except as permitted by clause 3.2 or as otherwise approved in advance in writing by the Council.

### **3.4 Maintenance**

- (a) The Owner shall ensure that the Significant Fabric, as restored and adapted with the approval of the Council, is kept in a proper, safe and sound standard of repair and condition in all respects, in accordance with the Conservation Policy.
- (b) Without limitation to clause 3.4(a), the Owner shall undertake the Maintenance.

### **3.5 Owner's Maintenance/Works Obligations Prior to the Effective Date**

After the Commencement Date but prior to the Effective Date, the Owner shall ensure that the whole of the Place is kept in a good and safe standard of repair and condition in all respects, including without limitation, maintaining the Place in clean and tidy condition and making good any damage or disrepair. After the Effective Date, the Owner shall comply with the requirements of clauses 3.2 and 3.4, which replace the obligations in this clause 3.5.

### **3.6 Conservation Consultant**

The Owner must appoint a consultant approved in advance in writing by the Council to supervise the Conservation Works and any Development of the Place or other action which requires the approval of the Council under clause 3.3.

### **3.7 Reporting**

#### **(a) Reports to be Prepared by Consultant**

All reports required in this clause 3.7 shall be in writing and prepared on behalf of the Owner by the consultant appointed pursuant to clause 3.6, or such other person with the necessary skills and experience that is approved in writing by the Council.

#### **(b) Reports to be Acceptable to Council**

- (i) The Council shall consider all reports provided to it under this clause 3.7 and provide written notice to the Owner within 21 days of receipt of the report, indicating whether the report is acceptable or whether the report requires further information, detail, explanation or such other clarification as is reasonably required by the Council.
- (ii) In the event that the Council requires further information, detail, explanation or other clarification, the Owner shall ensure that a revised report is provided within 21 days of receipt of written notice from the Council, or within such other reasonable period nominated in writing by the Council.



### **(c) Annual Reports**

The Owner must ensure that a proper, detailed and comprehensive written report is provided to the Council on a date which is 12 months after the Effective Date, and thereafter on every anniversary of the Effective Date during the currency of the Agreement. The report must set out the following information:

- (i) the Maintenance and other activities which the Owner has undertaken pursuant to clause 3.4 since the Effective Date, or the date of the previous report, as the case may be;
- (ii) the Conservation Works which the Owner has undertaken since the Effective Date or the date of the previous report, as the case may be;
- (iii) the Development and other activities which the Owner has undertaken, if any, pursuant to clause 3.3 since the Effective Date, or the date of the previous report, as the case may be; and
- (iv) the condition and state of the Significant Fabric at the time of writing the report.

### **(d) Reports on Conservation Works**

The Owner must ensure that a proper, detailed and comprehensive written report which sets out the Conservation Works that have been undertaken since the date of any report provided pursuant to clause 3.7(c) is provided on the following dates:

- (i) not later than 30 days after the "Urgent Works" as described in the Conservation Works are completed;
- (ii) not later than 30 days after the "Short Term Works" as described in the Conservation Works are completed;
- (iii) not later than 30 days after the "Medium Term Works" as described in the Conservation Works are completed; and
- (iv) not later than 30 days after the "Long Term Works" as described in the Conservation Works are completed; and

## **3.8 Insurance**

The Owner will maintain an insurance policy with a reputable insurance company approved in advance in writing by the Council, sufficient to enable full and proper replacement, reinstatement or restoration of the Significant Fabric in the case of damage or destruction and provide a copy of such a policy and a Certificate of Currency to the Council. In the event of damage or destruction the Owner shall, using monies recovered from its insurance policy and its own monies, fully and properly replace, reinstate or restore the destroyed or damaged fabric.

### **3.9 Compliance with Statutes**

The provisions of this Agreement are in addition to the Act and any other written laws and nothing in this Agreement removes, limits or modifies the obligations on the Owner to comply with all relevant statutory and other requirements in connection with the Development of the Land, and the Owner is responsible for obtaining all approvals consents and licences required for Development of the Land, including planning approvals and building licences, from all relevant bodies and authorities including the local authority.

## **PART 4 COUNCIL'S RIGHTS OF ENTRY AND POWERS OF INSPECTION**

### **4.1 Council's rights of entry and powers of inspection**

- (a) Subject to clause 4.1(b) the Council shall, through its nominated representative or nominated officer from time to time, have the power to enter the Place at reasonable times, and on reasonable prior notice, for any purpose related to the provisions of this Agreement, including without limitation to inspect the Place with a view to ensuring compliance with the provisions of this Agreement.
- (b) Subject to clause 4.1(c), the Council will comply with any reasonable requirement imposed by the Owner for the purpose of exercising the rights of the Council under clause 4.1(a).
- (c) The Owner must do all things necessary to enable the Council to exercise its rights of inspection as set out in clause 4.1(a), including without limitation, ensuring that reasonable access is provided to all parts of the Place and ensuring access to and use of any facility at the Place which is necessary to facilitate inspection.

## **PART 5 DEFAULT**

### **5.1 Events of default**

- (a) An Event of Default occurs if:
  - (i) the Owner is in breach of, or does not comply with, any of its obligations under this Agreement and the breach or non-compliance continues for 30 days, or such longer period as is reasonable for rectification having regard to the nature of the breach or non-compliance, after receipt of written notice from the Council to effect compliance; or
  - (ii) the Owner repudiates or commits a fundamental breach of this Agreement.



## 5.2 Rights and remedies of Council

In the event any Event of Default occurs, the Council shall be entitled to exercise any one or more of the following powers:

- (a) through its agents, contractors or employees enter the Place and take such actions as are in the Council's opinion necessary to rectify the Event of Default (including attending to any construction or other works) together with or separately from;
- (b) any rights and remedies which may be available to the Council at law or in equity together with or separately from;
- (c) the rights, powers and remedies available to the Council under the Act,

and nothing in this Agreement limits or prejudices or shall hinder the exercise by the Council or the Minister or any other person of any of the rights, powers or remedies available to the Council, the Minister or that person under the Act if an Event of Default occurs, or any other event occurs which is a breach of any provision of the Act.

## 5.3 Land and Place at risk of Owner

- (a) The Land and the Place shall remain at the risk of the Owner in all respects, notwithstanding any provisions in this Agreement dealing with the Development or maintenance of the Land or the Place. Without limitation, all Development and maintenance of the Land or the Place shall be conducted entirely at the risk of the Owner and the Owner shall, subject to clause 5.3(b), indemnify and keep indemnified and save harmless the Council, the Minister, the State of Western Australia and any of their respective servants or agents (each an 'Indemnified Party') against all Damage incurred or suffered by any of them arising from or in connection with the Development, maintenance or occupation of the Land or the Place by the Owner or any person acting through, on behalf of, or under the Owner.
- (b) The indemnity provided by the Owner in clause 5.3(a) shall be reduced proportionately to the extent that it can be shown any Damage has been caused by a negligent or deliberately malicious act or omission by an Indemnified Party.

## 5.4 Interest on overdue money

If the Owner becomes liable to pay any amount of money to the Council pursuant to this Agreement or arising from any matter the subject of this Agreement, the Owner shall pay to the Council interest on that amount from and including the due date for payment of the amount to but excluding the actual date of payment of that amount. The interest is to be paid on demand by the Council, is to be calculated on daily balances, and is to be at the rate then payable on judgment debts pursuant to the provisions of the *Supreme Court Act (WA) 1935*.

**PART 6  
NOTICES**

**6.1** Any notice, report or other communication which must be given, served or made under or in connection with this Agreement:

- (a) must be in writing in order to be valid;
- (b) is sufficient if executed by the Party giving, serving or making the notice or on its behalf by any attorney, director or secretary, or solicitor of such Party;
- (c) is sufficient, in the case of the Owner's obligations under clause 3.5, if executed by the relevant consultant appointed pursuant to clause 3.4;
- (d) will be deemed to have been duly served, given or made in relation to a person if it is delivered or posted by prepaid post to the address, or sent by facsimile or sent by email to the address of that person in clause 6.2 (or at such other address or number as is notified in writing by that person to the other Parties from time to time); and
- (e) will be deemed to be served, given or made:
  - (i) in the case of prepaid post on the second day after the date of posting;
  - (ii) in the case of facsimile on receipt of a transmission report confirming successful transmission;
  - (iii) in the case of email on receipt of a delivery confirmation confirming successful delivery; and
  - (iv) (in the case of delivery by hand) on delivery.

**6.2** The details of each Party for the purposes of giving notice are as follows:

(a) the **Council**:

Heritage Council of Western Australia  
PO Box 6201  
EAST PERTH WA 6892

Attention: Manager, Conservation & Assessment

Phone: (08) 9221 4177

Fax: (08) 9221 4151

(b) the **Owner**:

██████████  
██████████  
██████████

Attention: Chief Executive Officer

Phone: (08) ██████████

Fax: (08) ██████████



## **PART 7 GENERAL**

### **7.1 Variation to be in writing**

No variation of this Agreement will be effective unless in writing and executed by the Council and the Owner.

### **7.2 Governing Law**

This Agreement is governed by the Laws of the State of Western Australia and the parties submit to the jurisdiction of that State.

### **7.3 Further assurances**

Each party shall do all things and execute all further documents as are necessary to give full effect to this Agreement.

### **7.4 Extension of time by Council**

The Council may, at the Council's discretion and by written notice to the Owner, extend any time period for performance by the Owner of any of its obligations under this Agreement.

### **7.5 Costs**

- (a) The Owner shall pay or reimburse the Council on demand for all the Council's costs and expenses in relation to:
  - (i) the exercise or enforcement by the Council of any right, power or remedy under this Agreement, at law, in equity or otherwise; and
  - (ii) any act or omission by the Owner causing Damage to the Council, including (without limitation) the Council's legal costs and expenses.
- (b) Each party shall pay all its own legal costs and expenses in relation to the preparation, execution and stamping of this Agreement.

## THE SCHEDULE

**Item 1: Place**

*Old Railway Station*, which is situated at 246 Marine Terrace, Geraldton and consists of:

- (a) the Land;
- (b) all buildings, structures and works on the Land from time to time; and
- (c) any thing in connection with the Land, entered or deemed to be entered in the Register.

**Item 2: Significant Fabric**

The Significant Fabric is described in Annexure A.

**Item 3: Conservation Policy**

The Conservation Policy is described in Annexure B.

**Item 4: Land**

Lot 2842 on Deposited Plan 185298 being the whole of the land comprised in Crown Land Title Volume LR3039 Folio 312.

**Item 5: Conservation Plan**

*To be advised.*

**Item 6: Conservation Works**

The schedule of works described in Annexure C.

**Item 7: Maintenance**

The schedule of maintenance activities described in Annexure D.

EXECUTED AS A DEED



THE COMMON SEAL of HERITAGE COUNCIL OF WESTERN AUSTRALIA is affixed in the presence of:

Signature of authorised person

Signature of authorised person

DIRECTOR

Office held

CHAIRMAN

Office held

JAN BAXTER

Name of authorised person

GERALD GAUNTLETT

Name of authorised person

THE COMMON SEAL of [REDACTED] is affixed in the presence of

Signature of authorised person

Office held

Office held

**CERTIFICATE UNDER SECTION 32  
OF THE HERITAGE OF WESTERN AUSTRALIA ACT (WA) 1990**

I, The Hon. Michelle Roberts, MLA, Minister for Housing and Works; Consumer Protection; Heritage; Land Information, hereby certify that this Agreement is necessary for the purposes of, and complies with, the *Heritage of Western Australia Act (WA) 1990*.

Dated the 25<sup>th</sup> day of May 2006.

*Michelle Roberts*

---

Minister for Housing and Works; Consumer Protection;  
Heritage; Land Information



## **Annexure A**

### **Significant Fabric**

Extract taken from the Conservation Plan and the Heritage Council of Western Australia's *Register Entry and Assessment Documentation* for Data Base no. 1068.



# REGISTER OF HERITAGE PLACES

## Permanent Entry

1. DATA BASE No. 1068
2. NAME *Original Railway Station (1878-93), Geraldton*  
(1878; 1909; 1937-70; 1979-85)  
OTHER NAMES Mechanics' Institute (c.1906-75); Geraldton Regional Museum(1979-)
3. LOCATION Marine Terrace, Geraldton
4. DESCRIPTION OF PLACE INCLUDED IN THIS ENTRY  
Geraldton Lot 2842, being Crown Reserve 38455 and being the whole of the land comprised in Crown Land Record Volume 3039 Folio 312.
5. LOCAL GOVERNMENT AREA City of Geraldton
6. OWNER The WA Museum.
7. HERITAGE LISTINGS
 

• Register of Heritage Places:	Interim Entry	09/01/1998
	Permanent Entry	07/04/1998
• National Trust Classification:	Recorded	11/06/1973
• Town Planning Scheme:		-----
• Municipal Inventory:		-----
• Register of the National Estate:		-----
8. CONSERVATION ORDER  
-----
9. HERITAGE AGREEMENT  
-----
10. STATEMENT OF SIGNIFICANCE  
*Original Railway Station (1878-93), Geraldton*, a two-storey stone, brick and iron public building, has cultural heritage significance for the following reasons:
 

the place demonstrates the importance of rail transportation in the opening up of the state to European settlement;

the place was part of the first Government railway in Western Australia, and is the first of an identical pair of railway stations constructed in the State (the other was at Northampton);

the place is of great social and historical importance to the local community in its later roles as Mechanics' Institute, public library and regional museum;

the attractive proportions and detailing of the two-storey place enhance the streetscape forming a landmark in one of the main streets of the town; and,

the place is representative of the development and evolution of the town demonstrating the site of the original station and early transport networks.

The sheds and toilet block at the rear of the building are not included in this assessment.





## REGISTER OF HERITAGE PLACES - ASSESSMENT DOCUMENTATION

### 11. ASSESSMENT OF CULTURAL HERITAGE SIGNIFICANCE

The criteria adopted by the Heritage Council in November, 1996 have been used to determine the cultural heritage significance of the place.

#### 11.1 AESTHETIC VALUE\*

The simple, attractive and quirky proportions and detail of *Original Railway Station, Geraldton* forms an important element in the streetscape. The timber detailing in the wrap around verandah contributes to the aesthetic appeal of the place. (Criterion 1.1)

Located in a park setting, in one of the main streets of the town, the prominent, two-storey form of *Original Railway Station, Geraldton* has a landmark quality in Geraldton. (Criterion 1.3)

#### 11.2. HISTORIC VALUE

The Geraldton-Northampton Railway system demonstrates the importance of rail transportation in the development of the state. (Criterion 2.1)

As one of the two stations on the Geraldton-Northampton Railway line, *Original Railway Station (1878-93), Geraldton* played an important role in providing transport services for the ore from the Murchison mineral fields to the port at Geraldton during the 1870s. (Criterion 2.1)

*Original Railway Station (1878-93), Geraldton* was the first railway station constructed on a Government line in Western Australia. (Criterion 2.2)

*Original Railway Station (1878-93), Geraldton* is significant for its long association with Geraldton Mechanics' Institute (now the Geraldton Cultural Trust), an important organisation in Geraldton's educational, recreational, artistic and cultural life, past and present. (Criterion 2.2)

*Original Railway Station (1878-93), Geraldton* is significant for its role as part of the Geraldton Branch of the Western Australian Museum, the third such branch museum established in the State. (Criterion 2.2)

#### 11.3. SCIENTIFIC VALUE

\* For consistency, all references to architectural style are taken from Apperly, Richard; Irving, Robert and Reynolds, Peter *A Pictorial Guide to Identifying Australian Architecture: Styles and Terms from 1788 to the Present* North Ryde NSW, Angus & Robertson 1989.





#### 11. 4. SOCIAL VALUE

*Original Railway Station, Geraldton* is highly valued by the local community. The retention of the place as a public library, and later as a branch of the W A Museum, supports this. (Criterion 4.1)

*Original Railway Station (1878-93), Geraldton* contributes to the local community's sense of place, first in its role in transport, and later in its recreational and educational roles as a public library and a museum. (Criterion 4.2)

## 12. DEGREE OF SIGNIFICANCE

### 12.1. RARITY

Although difficult to interpret, *Original Railway Station (1878-93), Geraldton* is a rare structure as the place provides some physical evidence of the only surviving early station on the oldest Government railway line in the State and of the location of the original station in Geraldton. The remains of the other early station at Northampton are extant as an archaeological site. (Criterion 5.1)

### 12.2 REPRESENTATIVENESS

The place is a reminder of the early transport system and development of Geraldton. The concrete verandah along Marine Terrace was once the station platform and provides evidence of a time when railway tracks ran along Marine Terrace. (Criterion 6.2)

*Original Railway Station (1878-93), Geraldton* is representative of a process of building adaptation involving a significant change in function. Substantial changes in form, style and construction have been incorporated successfully into a unified expression. (Criterion 6.2)

### 12.3 CONDITION

*Original Railway Station (1878-93), Geraldton* is in good condition and a review of the maintenance programme is carried out regularly. As a regional branch of the Western Australian Museum, continuous use, public accessibility and regular maintenance of the place have been ensured.

### 12.4 INTEGRITY

Evidence of the early function as a train station is not obvious in the physical fabric, requiring an interpretative effort to link to the original structure. The current use as a museum is compatible with the former public library function but is unlikely to be continuous. *Original Railway Station, Geraldton* has low integrity.

### 12.5 AUTHENTICITY

There have been substantial alterations to the fabric since construction of the single-storey railway station. Since the addition of second storey, the place has retained much of the form and outward appearance with some internal modifications to suit changing functional requirements. There have been alterations to the rear verandah enclosures and extra facilities have been added behind the building but these could be removed with little detrimental effect. *Original Railway Station (1878-93), Geraldton* has moderate authenticity.



### 13. SUPPORTING EVIDENCE

The documentary evidence has been compiled by Irene Ham-Sauman, Historian. The physical evidence has been compiled by Katrina Chisholm, Graduate Architect.

#### 13.1 DOCUMENTARY EVIDENCE

*Original Railway Station (1878-93)*, Geraldton was originally a single-storey stone building with a shingle roof, constructed in 1878, as the Geraldton terminus on the Geraldton-Northampton railway line. A second storey was added in 1909, when the place was leased for use as the Geraldton Mechanic's Institute and public library.

Geraldton developed as a port for the Murchison mineral fields to the north, and a centre for the rich pastoral and agricultural lands in the Victoria district. The first lead deposit was discovered in 1848, and the Geraldine Lead Mine opened the following year. It was named by Governor Sir Charles Fitzgerald after his family home, Geraldine House, in Kilkeo, County Clare.<sup>1</sup> According to the Municipality of Geraldton's 1950 centenary publication, the township of Geraldton took its name from the mine.<sup>2</sup>

Geraldton was surveyed in November 1849, and the first 40 town lots went to auction in June 1850.<sup>3</sup> The harbour was originally known as Port Grey, after Captain George Grey who explored the area in 1839. It was renamed Champion Bay, after H. M. Colonial Schooner *Champion*, which transported Governor Fitzgerald and his wife, and explorer and Assistant Surveyor Augustus Gregory, to the area in 1849, and which also transported the first settlers and a detachment of soldiers to the new township, in 1850.

In 1852, a port was established closer to the mineral fields at Port Gregory with the help of convict labour. A Ticket of Leave hiring depot set up there provided labour for the mines and the pastoralists. In 1861, however, Port Gregory was closed as it was found to be unsafe for shipping, and the convicts were transferred to other areas.<sup>4</sup>

Geraldton grew steadily. The Geraldton Hotel was built in 1862, and Henry Gray, a farmer from Greenough, opened Gray's Store, which was the point of departure for the wagon teams that serviced the Murchison district at this time. In 1867, the Court House and Bond Store was opened and the Rectory was constructed. On 19 June, 1868, the Working Men's Club was formed, and in 1871 the Geraldton Town Trust was incorporated to administer the town.<sup>5</sup>

Better transport and communications between Geraldton and the mines was required, and agitation for a railway had begun as early as 1859. With the closure of Port Gregory the need was even more acute. In 1864, the township of Northampton was established in the southern part of the Murchison fields, about 34 miles north of Geraldton. This was considered the ideal destination

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<sup>1</sup> *The First Hundred Years: Geraldton Centenary 1850-1950* Municipality of Geraldton, [1950], pp. 5-7.

<sup>2</sup> *ibid.*

<sup>3</sup> *ibid.*

<sup>4</sup> *ibid.*, p. 10.

<sup>5</sup> *ibid.*, pp. 14-16.



for a railway line to the mines. One person active in these efforts was Charles Crowther. He wrote:

The North is a milch cow for the South. We want a steamer, and nothing less than a steamer. We want a railway to Northampton mines. We want the telegraph<sup>6</sup>

In 1872, the new Legislative Council called for an engineering survey from Champion Bay to the mines. The survey was carried out by James Major, of Melbourne. His plans provided for a railway line of 33 miles 66 chains, with grades up to 1 in 10 and a gauge of 3 feet with iron rails of 35 pounds per yard. The cost was £87,704 and included all rolling stock, buildings and ancillaries.<sup>7</sup>

The tender for the construction of the line was given to James Palmer of Melbourne, for £50,000, and the first sod was turned on 22 October 1874, by Governor Weld.<sup>8</sup> However, cost of construction blew out and the Government appointed a Select Committee to investigate, chaired by James Lee Steere. The Committee tables its report on 21 December 1875. The report claimed that Mr Major had designed and costed a 3' railway line, but once he had obtained the contract, he had arranged with Surveyor-General Malcolm Fraser to alter the gauge to 3' 6". No one informed the Government of the change at the time.<sup>9</sup>

In his progress report of 21 July 1876, Government Engineer James Thomas stated that:

the change of gauge of 3' 6" had been a big mistake. Apart from the extra cost, all railway experts regarded three feet to be the best gauge below 4' 8 1/2". It was not possible to do anything about it so the standard gauge for the Colony must now be 3' 6".<sup>10</sup>

In February 1875, James Major died and was replaced by D. Lovell as consulting engineer. He condemned the engineering standards of his predecessor and insisted on new standards. The result was another increase in cost and delay in time.<sup>11</sup>

Tenders for the railway stations at Geraldton and Northampton, to be constructed to the same design, were called on 9 April 1878.<sup>12</sup> The stations were possibly designed by Clayton Mason, resident engineer for the Geraldton-Northampton Railway between 1877 and 1879, but have also been attributed to R. R. Jewell in his capacity as architect for the Public Works Department.<sup>13</sup>

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<sup>6</sup> *ibid*, pp. 23-24.

<sup>7</sup> Suckling, A. J. 'The History of the Northampton District' Teacher's Higher Certificate Optional Thesis, bound typescript, c. 1963, Battye Library, p.123; *Geraldton & Northampton Railway Specifications of Work: General conditions of contract, etc.* Gov Printer, Perth [1874].

<sup>8</sup> Suckling, A. J. *op. cit.*, p.123.

<sup>9</sup> Austin, J. M., 'Construction of the Geraldton-Northampton Railway', *Western Rails*, Vol. 3, No. 1, Winter 1979, p. 7.

<sup>10</sup> *ibid*.

<sup>11</sup> Suckling, A. J., *op. cit.*, p. 126. ; *The First Hundred Years*, *op. cit.*, p. 23.

<sup>12</sup> *Western Australian Government Gazette* 9 April 1878, p.88.

<sup>13</sup> National Trust classification details, 1967.



The tender was won by G. Heal & J. Cornish, of Geraldton, with a price of £1,278/7s/8d.<sup>14</sup> The foundation stone is reported to have been laid by Mrs Maitland Brown, the wife of the member for Geraldton, on 21 August 1878.<sup>15</sup> According to the annual report of the Director of Public Works, tabled on 24 July 1879, 'Geraldton station was finished and tenders had been accepted for the Northampton railway station and telegraph office', making *Original Railway Station (1878-93), Geraldton* the first railway station built in Western Australia. The Geraldton-Northampton Railway line was officially opened on 26 July 1879, by Governor Ord.<sup>16</sup>

*Original Railway Station (1878-93), Geraldton* functioned for only 15 years before being replaced, in 1893, by another station further north along Marine Terrace. The new station was required when the main shipping wharf was relocated from Gregory Street to Durlacher Street as a result of the increased traffic caused by the opening up of the Murchison goldfields. In 1915, this building was replaced by a third station further north on Chapman Street.<sup>17</sup>

*Original Railway Station (1878-93), Geraldton* was vested in the Geraldton Municipal Council and occupied by the Geraldton Mechanic's Institute and Public Library, probably in late 1906.<sup>18</sup> An editorial in the *Geraldton Guardian*, on the occasion of the laying of the foundation stone for the new Town Hall in January 1907, states:

It may be interesting to record that the municipality has acquired an old landmark and relic of the early days in possessing the building now used as a public library, which was the first railway station in the state.<sup>19</sup>

This was the Institute's third home. Known as the Geraldton Working Men's Society between 1868 and 1901, the Institute had been granted £10 and Geraldton Town Lot 224 by the British Government, which encouraged such organisations for the betterment of the working man. The land was about three roods in size (approx. 0.3 ha), with frontages of one chain (approx. 20 metres) on Marine Terrace and Eleanor Street and five chain (approx. 100 metres) on Durlacher Street. This was a prime location that in later years provided the Institute with a steady income that helped it continue. In 1871, the Institute opened the Workingmen's Hall and Library on the site.<sup>20</sup>

By 1882, Institute membership was reported to be 130 and its property was valued at £700. The combination of hall, library and reading room was not entirely successful however, and in 1897, a new library was built on the Durlacher Street frontage and the original building let as a hall.<sup>21</sup> However, on 18 January 1900 the new library, a timber building, burnt down. The fire

<sup>14</sup> *Western Australian Government Gazette* 28 May 1878, p.132. Note: the name is spelt 'Comish' in the *Government Gazette*, but *The Herald W A Almanac & Commercial Directory* 1873-1879 editions give the name as James Cornish, builder. There is no entry for a 'Comish'. Tanya Suba also has the name as 'Cornish' in her Municipal Inventory report.

<sup>15</sup> *Geraldton Express* 11 August 1915, (no p.n.).

<sup>16</sup> Suckling, A. J. op. cit., p.129.

<sup>17</sup> *Geraldton Heritage Trail* W A Heritage Commission, p.17.

<sup>18</sup> *Geraldton Guardian* 29 January 1907, Editorial, p. 2.

<sup>19</sup> *ibid.*

<sup>20</sup> Candy, P. C. & Laurent, J. (eds.), *Pioneering Culture: Mechanics' Institute & Schools of Arts in Australia*, Adelaide, Auslib Press, 1994, p. 141-144.

<sup>21</sup> *ibid.*



started in the kitchen of Mrs Pead, the caretaker, who lived on the premises. Only a few books and most of Mrs Pead's furniture were saved. Insurance cover of £300 on the buildings, £50 on the fittings and £100 on the books only partially covered the loss.<sup>22</sup>

The Institute returned temporarily to the Workingmen's Hall. To assist it re-establish its library, the Government provided a subsidy of £50 towards the purchase of new books, and the Geraldton Municipal Council provided the disused railway station as the Institute's new premises. On 8 August 1900, the new library, believed to be the first free library outside Perth, was opened in *Original Railway Station (1878-93), Geraldton*. According to the newspaper report of the occasion, the Mechanics' Institute 'had generously handed over' its books and papers for public use. A fee of one shilling per quarter was charged to those who wished to borrow books. Present at the opening was Maitland Brown, an original member of the Institute. He stated that the Institute's committee intended to spend £50 a year on new books.<sup>23</sup> Mrs Pead continued her role of caretaker and librarian at the Institute's new home in *Original Railway Station (1878-93), Geraldton*.<sup>24</sup>

The lease arranged between the Council and the Mechanic's Institute allowed for a peppercorn rent. The original lease was to be for twenty one years but, in December 1908, the Secretary of the Mechanic's Institute wrote to the Council requesting that the lease be extended to thirty years as the Institute wished to 'carry out a building scheme for the purpose of providing increased accommodation' in *Original Railway Station (1878-93), Geraldton*.<sup>25</sup> This arrangement was formalised on 9 July 1909.<sup>26</sup> In October 1909, plans were submitted to Council for the proposed extensions. These plans were accepted unanimously when Council was informed that work on the extensions had already commenced.<sup>27</sup> During this work the concrete railway platform was trimmed back level with the sides of the building to form the floor of the front verandah.<sup>28</sup>

The Institute provided a public library, and meeting and reading rooms for the people of Geraldton. The arrangement was beneficial to both parties. The Mechanic's Institute was free to rent out its own premises in the town centre and further develop that site, making it a valuable asset and income provider, while paying a peppercorn rent for *Original Railway Station, Geraldton*. In addition, Geraldton Council was able to have library services provided for its residents at minimum cost to itself. This arrangement also meant that the Mechanics' Institute now had funds available to assist in the fostering of the arts and cultural activities in Geraldton.

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<sup>22</sup> *Geraldton Express & Murchison and Yalgo Goldfields Chronicler*, 19 January 1900, p. 3.

<sup>23</sup> Candy & Laurent, op. cit.; *Geraldton Express & Murchison and Yalgo Goldfields Chronicler*, 10 August 1900, p. 7.

<sup>24</sup> *Wise's Post Office Directory*, 1893-1910; *West Australian Almanack & Directory*, 1868-1890.

<sup>25</sup> Minutes of Geraldton Municipal Council meetings, 8 & 21 December 1908, Battye Library, Microfilm ACC 1634.

<sup>26</sup> Candy & Laurent, op. cit.,

<sup>27</sup> *ibid*, 18 October 1909.

<sup>28</sup> Rohan, P. & Wilson, H. H. *Geraldton Sketchbook* Rigby, Adelaide, 1976, p.14; photographs 1879, No. 21568 Battye Library, & 1970, HCWA File PD1068. (See supporting material)



*Original Railway Station (1878-93), Geraldton* gets a mention in Randolph Stow's well-known, semi-autobiographical book, *The Merry-Go-Round in the Sea*. In the section titled '1941-1945' he writes:

He went, scuffing leaves, to the merry-go-round...His mother was in the Library, getting books. He could see her now, coming out onto the verandah. The Library was a big place with an upstairs. It used to be the railway station in the Old Days, which made it very old indeed. In fact, everything about the merry-go-round was old...<sup>29</sup>

Further alterations were made to *Original Railway Station (1878-93), Geraldton* some time between 1937 and 1970, with the addition of verandahs and balconies to the sides and rear of the building.<sup>30</sup> According to Candy and Laurent, these renovations were carried out in 1957.<sup>31</sup>

In 1960, the Mechanic's Institute changed its name again, to the Geraldton Cultural Trust, which better reflected its activities. On 31 July 1968, the Geraldton Public Library was opened in the newly constructed Civic Centre. In 1953, Geraldton Council had advised the Government that it wished to participate in the State Library Scheme and the new library was a result of that participation. The Mechanics' Institute continued to provide library services for its own members.

The Trust terminated its lease of *Original Railway Station (1878-93), Geraldton* in October 1975, and returned to its own premises with its stock of 10,000 books.<sup>32</sup> In 1982, it took over the Residency, which was originally built for the Government Resident Magistrate in 1865, and first occupied by Maitland Brown in that capacity. The Trust rented the building from the Works Department for a peppercorn rental, using it as a centre for cultural, artistic and community groups.<sup>33</sup> The following year, the old Workingmen's Hall was destroyed by fire and was demolished to make way for new development on the site.

In 1993, the Trust controlled 23 tenancies with capital value in excess of \$1.7 million. Income from the properties is used to maintain the Residency and the members' lending and reference library, to maintain and improve Trust properties, and to provide accommodation and grants to the various groups the Cultural Trust supports.<sup>34</sup>

In 1979, *Original Railway Station (1878-93), Geraldton* was taken over for renovations by the Public Works Department to become part of the Geraldton Branch of the WA Museum. The WA Museum, under the Museums Act 1975 provides considerable assistance to local museums and historical societies, and has an active policy to decentralise and establish branch museums. The first branches to be established were the Fremantle Museum, which opened in 1970, and the Albany Museum, which opened in 1975.<sup>35</sup>

<sup>29</sup> Stow, Randolph *The Merry-Go-Round in the Sea* Penguin Books, Harmondsworth, 1968, p.2.

<sup>30</sup> Photographs, 1937, *Geraldton: Then and Now* 1989, Geraldton Camera Club, p.11, & 1970, HCWA File PD1068. (See supporting material)

<sup>31</sup> Candy & Laurent, op. cit.

<sup>32</sup> *Geraldton Guardian*, 25 June 1975, p. 3; Candy & Laurent, op. cit.

<sup>33</sup> *Geraldton Heritage Trail*, HCWA, p. 25; Candy & Laurent, op. cit.

<sup>34</sup> Candy & Laurent, op. cit.

<sup>35</sup> *Annual Report of the Western Australian Museum, 1979/80*, p. 56.



In 1973, the Geraldton Maritime Museum, also on Marine Terrace, had been established with State assistance. This museum was originally managed by the Municipal Council. On 1 December 1980, the WA Museum officially took over the running of the Geraldton municipal museum, thus establishing its Geraldton Branch.<sup>36</sup> Funds to fit out *Original Railway Station (1878-93), Geraldton* for its new function were not available, however, and over the next few years, the place was only opened for special exhibitions on International Museums Day, or used for an occasional seminar or temporary exhibit by local organisations. During 1982 and 1983, work on the production and installation of display cases, lighting and bookshop facilities were carried out, but there were no funds available to install permanent displays or employ attendants.<sup>37</sup> *Original Railway Station (1878-93), Geraldton* was not officially opened as a fully functional museum until December 1985 when it was opened by Premier Brian Burke.

*Original Railway Station (1878-93), Geraldton* houses displays on the natural and cultural heritage of the Geraldton Midwest region. The activities of the Museum cover display, education, curating, collecting, research, and information and advice. Its aim is to provide access to the services and resources of the Western Australian Museum for residents and visitor to the Midwest region and adjoining areas.<sup>38</sup> There is strong support from local and Perth-based businesses, with 40 providing sponsorship for projects in 1995/96. Of the 12 temporary display exhibited in that year, three were produced locally.<sup>39</sup>

With the closure of the Geraldton-Northampton Railway line in 1957, and the subsequent removal of the lines, the railway stations are all that remain of the first Government Railway line constructed in Western Australia.

In the event of the Geraldton Region Museum moving to other premises, the Arts Council of Geraldton has expressed an interest in leasing *Original Railway Station (1878-93), Geraldton*.<sup>40</sup> The place does not appear to be under any threat.

## 13.2 PHYSICAL EVIDENCE

*Original Railway Station (1878-93), Geraldton* is located on the ocean side of Marine Terrace, Geraldton. The two-storey building displays characteristics of varying styles due to the distinctly different eras of construction. The ground floor is predominantly characteristic of the Victorian Georgian style although substantial alterations to the building after the initial period of construction have introduced elements from the Federation period.<sup>41</sup> The site is surrounded by parks with well established and prominent trees, to the east and west. A merry-go-round is adjacent to the Moreton Bay Fig tree to the west of *Original Railway Station (1878-93), Geraldton*. Recreated in 1988, this

<sup>36</sup> *Annual Report of the Western Australian Museum, 1980/81*, pp. 4 & 56.

<sup>37</sup> *Annual Report of the Western Australian Museum, 1981/82*, p. 36; and, 1982/83, p. 35.

<sup>38</sup> *Annual Report of Western Australian Museum, 1987/88*, p. 31; 1991/92, p. 54.

<sup>39</sup> *Annual Report of Western Australian Museum, 1995/96*, p. 59.

<sup>40</sup> Letter, Arts Council of Geraldton, 9 January 1996, HCWA File P1068.

<sup>41</sup> Apperly, R. Irving, R., Reynolds, P. *A Pictorial Guide to Identifying Australian Architecture. Styles and Terms from 1788 to the Present* Angus and Robertson, North Ryde, 1989, pp. 42-45.



piece of playground equipment replaces an earlier structure which was mentioned in this location in the book, *The Merry-Go-Round in the Sea*.<sup>42</sup> The railway reserve runs close to the rear boundary separating the site from the beach. Some small sheds providing storage and toilet facilities are located within the fenced area behind the main building.

*Original Railway Station (1878-93), Geraldton* has a simple orthogonal form. The lower floor of the place is constructed in rendered stone. Timber verandah posts skirting the concrete verandah support the second storey balcony and corrugated iron verandah awning. The second storey walls are constructed in fair-faced brickwork utilising both Flemish and stretcher bonds, with a stucco band at door head height. A stucco chimney protrudes through the corrugated iron, hipped roof which has small gables in the east and west elevations. A gable pediment with a decorative timber finial is located in the central bay of the upper floor emphasising the main entrance.

Verandahs are located on the south, east and west elevations with noticeably different treatment between the two levels. The St Andrew's Cross balustrade at ground floor contrasts with the vertical balusters at upper floor. Similarly, the timber fringes employ subtly different detailing with an arched valance to the verandah awning beneath the roof and a shallow solid valance across the central bays at the ground floor. The intention of the different detailing is unclear but may reflect the different time periods and methods of construction.

Joinery is of standard timber construction with sash windows encasing large panes of glass, timber panelled doors and louvred shutters to the front windows. There are some aluminium framed windows in the additions at the rear of the building.

The museum is entered from Marine Terrace with a short set of concrete stairs up to the verandah level from the brick paved footpath. A ramp for disabled access is located on the west side of the building, adjacent to the external timber staircase leading to the upper verandah. Narrow window openings are situated either side of the main door which has a glazed panel above. A glass enclosed portico is immediately behind the front door providing a secondary entrance into the museum reception area and display gallery. Staff offices are located on the east side of the ground floor with kitchen, work area and staff facilities along the north in additions of lightweight construction. The timber floor is carpeted and walls are generally plastered and painted with modest cornices at the ceiling junctions. High timber skirtings are evident in select locations.

A timber panelled staircase leads to the display gallery at the upper floor. Artificial lighting has been provided as some of the external openings have been obscured by display cases. Two turned timber posts with triangular brackets supporting a beam which runs across the width of the ceiling, are situated against the north and south walls. The remaining accommodation at first floor is for staff use with a meeting room to the east and storage and dark room facilities to the north. The verandah provides fire escape access.

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<sup>42</sup> Stow, R. *The Merry-Go-Round in the Sea* Penguin Books, Victoria, 1968, pp. 1-2.

The current building is substantially different to the photographic evidence of the Original Railway Station in style, size and function. The single-storey station had a pitched shingled roof with gable ends to the east and west and circular vents in the apexes. The concrete platform on the south side of the building indicates that the railway line once ran along Marine Terrace. The western end of the building had a concave, striped corrugated verandah awning, and picket fence and a gate. After the railway station moved to a new location further north in the town, and the building was occupied by the Mechanics Institute, a second storey was added. By the 1920s photographic evidence shows the place in much the same form as the current structure. There were additional timber finials as skyline features and weatherboard enclosures along the rear verandahs at the upper floor. Modifications to the external fabric in the adaptation to a museum include the addition of extra accommodation at the rear of the building and the construction of a fire escape stair from the upper verandah and a concrete ramp for disabled access on the south elevation. Internally, openings in the ground floor gallery have been enlarged and a new timber panelled stairwell has been inserted. A dark room has been created in the north-west corner of the upper verandah.

The building is in good condition and a regular maintenance programme is in place.

### **13.3 REFERENCES**

No key references.

### **13.4 FURTHER RESEARCH**

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**Annexure B**

**Conservation Policy**

Extract taken from the Conservation Plan.



**Annexure C**

**Conservation Works**

Extract taken from the Conservation Plan.

**Annexure D**

**Maintenance**

Extract taken from the Conservation Plan.