

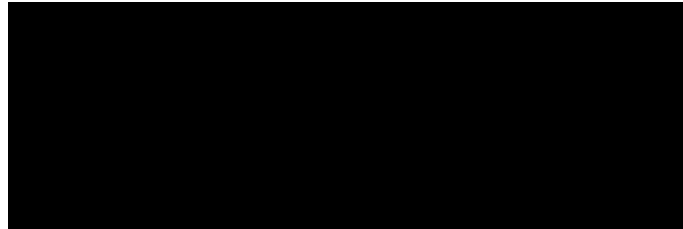
*Heritage of Western Australia Act 1990*  
Section 29

**HERITAGE AGREEMENT**

**between**

**SHIRE OF BUSSELTON**

**and**



**in respect of**

**LOT 1675 PUZEY ROAD  
GROUP SETTLEMENT COTTAGE**

**(HCWA Database No. P5373)**

## TABLE OF CONTENTS

<b>Part 1</b>	<b>Definitions &amp; Interpretation</b>	
1.1	Definitions	Page 3
1.2	Interpretation	Page 4
<b>Part 2</b>	<b>Commencement, Duration and Scope of this Agreement</b>	
2.1	Commencement and duration of this Agreement	Page 5
2.2	Scope of this Agreement	Page 5
<b>Part 3</b>	<b>Development and Conservation</b>	
3.1	Conservation Policy	Page 6
3.2	Conservation Works	Page 6
3.3	Development	Page 6
3.4	Maintenance	Page 6
3.5	Conservation Consultant	Page 6
3.6	Reporting	Page 6
3.7	Insurance	Page 7
3.8	Compliance with Statutes	Page 7
<b>Part 4</b>	<b>Shire's Rights of Entry and Powers of Inspection</b>	
4.1	Shire's rights of entry and powers of inspection	Page 7
<b>Part 5</b>	<b>Default</b>	
5.1	Events of default	Page 8
5.2	Rights and remedies of Shire	Page 8
5.3	Land and Place at risk of Owner	Page 8
5.4	Interest on overdue money	Page 9
<b>Part 6</b>	<b>Notices</b>	
6.1	Form of notices	Page 9
6.2	Address for notices	Page 9
<b>Part 7</b>	<b>General</b>	
7.1	Variation to be in writing	Page 10
7.2	Governing Law	Page 10
7.3	Further assurances	Page 10
7.4	Extension of time by Shire	Page 10
7.5	Costs	Page 10
<b>The Schedule</b>		Page 11
<b>Executed as a Deed</b>		Page 12
<b>Certificate</b>		Page 14
<b>Annexures</b>		Page 15

## HERITAGE AGREEMENT

### Group Settlement Cottage Lot 1675 Puzey Road, Wilyabrup

THIS AGREEMENT is made between the following parties:

1. THE SHIRE OF BUSSELTON, of Southern Drive, Busselton, Western Australia, 6280 (the "Shire"); and

2. 

#### RECITALS:

- A. The Shire's functions include the control and management of planning and development within Busselton. The Shire seeks to preserve and protect the unique character of Busselton while balancing the need for growth and development. The Shire's objects are to identify, conserve and, where appropriate, enhance those places that are of significance to the local cultural heritage; facilitate development that is in harmony with the cultural heritage; and to promote public awareness and knowledge of the Shire's cultural heritage.
- A. The Owner is the Registered Proprietor of the Land.
- B. The Place has been identified as being of local cultural heritage significance, and is listed in the Municipal Inventory on 20 June 1996 and the Town Planning Scheme Heritage List (the "Heritage List") on 7 September 1999.
- C. The Shire and the Owner wish to enter this Agreement to provide for the conservation of the Place so as to retain its cultural heritage 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*;

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

"Conservation Policy" means the policy specified in Item 6 of the Schedule;

"Conservation Works" means the works specified in Item 4 of the Schedule;

"Construction Completion Date" means:

- (a) in the case of "Urgent Works" as described in Item 4 of the Schedule, the first anniversary of the Effective Date;
- (b) in the case of "Medium-Term Works" as described in Item 4 of the Schedule, the fifth anniversary of the Effective Date; and

- (c) in the case of "Long-Term Works " as described in Item 4 of the Schedule, the tenth anniversary of the Effective Date.

**"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 this Agreement is certified by the Minister pursuant to Section 32(1) of the Act;

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

**"Land"** means the land described in Item 3 of the Schedule;

**"Maintenance"** means the continuous protective care of the Significant Fabric as specified in Item 5 of the Schedule;

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

**"Owner"** means:

- (a) subject to clause [REDACTED] is the registered proprietor of the Land; 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;

**"Significant Fabric"** means the physical material of the Place specified in Item 2 of the Schedule, which may include without limitation components, fixtures, contents and objects, including those that are temporarily removed for repair, safekeeping, exhibition or other purposes; building interiors, sub-surface remains and excavated material; and natural material such as the landform, vegetation, streams, soil and rock; and

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

## 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 rule of construction applies to the disadvantage of a party on the basis that the party was responsible for drafting 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);
- (f) a reference to any thing is a reference to the whole and each part of it; and
- (g) words and phrases having defined meanings in the Act, unless otherwise defined in this Agreement, have the meanings so defined in the Act.

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

### 2.1 Commencement and Duration of this Agreement

- (a) This Agreement is made pursuant to Section 29 of the Act and is conditional upon the Minister
  - (i) being satisfied that this Agreement is necessary for the purposes of, and complies with, the Act; and
  - (ii) certifying that fact upon each executed copy of this Agreement.
- (b) This Agreement commences on the Effective Date and shall be of permanent effect unless terminated with the written consent of the Shire.

### 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 dealing with development or use of the Land or any part of the Land or the conservation or care of any building, natural feature or other object on the Land 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 Shire, 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.

**PART 3  
DEVELOPMENT AND CONSERVATION**

**3.1 Conservation Policy**

The parties acknowledge that the Conservation Policy 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.

**3.2 Conservation Works**

The Owner must undertake the conservation of the Place and is required to carry out the Conservation Works by the Construction Completion Date. All such works must be referred to the Shire for approval prior to the works actually being undertaken.

**3.3 Development**

Unless approved in advance in writing by the Shire, the Owner shall not:

- (a) carry out any Development;
- (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.

**3.4 Maintenance**

The Owner shall ensure that the Significant Fabric, as restored and adapted with the approval of the Shire, is kept in a proper, safe and sound standard of repair and condition in all respects.

**3.5 Conservation Consultant**

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

**3.6 Reporting**

- (a) All reports required in this clause shall be prepared on behalf of the Owner by the consultant appointed pursuant to clause 3.5, or such other person with the necessary skills approved in writing in advance by the Shire.
- (b) The Owner must ensure that a proper, detailed and comprehensive written report describing the completed Conservation Works is provided to the Shire within 30 days after the Construction Completion Date of each category of Conservation Works (i.e., "Urgent Works", "Medium-term Works" and "Long-term Works", respectively).
- (c) The Owner must ensure that a proper, detailed and comprehensive written report is provided to the Shire within 60 days after receipt of a written request from the Shire for a report describing
  - (i) all Conservation Works, Maintenance, or Development activities which the Owner has undertaken pursuant to this agreement since the later of the Effective Date or the date of any previous report;
  - (ii) the condition of the Significant Fabric at the time of the report; and
  - (iii) any other matters regarding the conservation of the Place as specified in the written request;

provided that no more than one such report shall be required within any 12-month period.

- (d) In the event that the Shire requires further information, detail, explanation or other clarification beyond that provided in a submitted report, the Shire will notify the Owner in writing of the particular information required and the time in which the Owner is to provide that information, which shall not be less than 30 days from the date of receipt of the written notice from the Shire.
- (e) The Owner's failure to provide any report or additional information required under this Clause 3.6 shall constitute an Event of Default.

### **3.7 Insurance**

The Owner will maintain an insurance policy with a reputable insurance company approved in advance in writing by the Shire, 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 Shire. In the event of damage 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. In the event the Significant Fabric is completely destroyed and the destruction is not subject to arson but rather "an act of God", the Owner shall be liable to submit a Report to the Shire prepared by a consultant appointed pursuant to clause 3.5 to identify the extent of any requirements to rebuild.

### **3.8 Compliance with Statutes**

The provisions of this Agreement are in addition to the Act and any other applicable 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 SHIRE'S RIGHTS OF ENTRY AND POWERS OF INSPECTION**

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

- (a) Subject to clause 4.1(b) the Shire 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 Shire will comply with any reasonable requirement imposed by the Owner for the purpose of exercising the rights of the Shire under clause 4.1(a).
- (c) The Owner must do all things necessary to enable the Shire 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**

An Event of Default occurs if:

- (a) 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 Shire to effect compliance; or
- (b) the Owner repudiates or commits a fundamental breach of this Agreement.

### **5.2 Rights and remedies of the Shire**

In the event any Event of Default occurs, the Shire 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 Shire'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 Shire at law or in equity, including applying to the court for an order for specific performance, together with or separately from;
- (c) the rights, powers and remedies available to the Shire under the Act,

and nothing in this Agreement limits or prejudices or shall hinder the exercise by the Shire or the Minister or any other person of any of the rights, powers or remedies available to the Shire, 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 Shire, 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 direction of 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 Shire pursuant to this Agreement or arising from any matter the subject of this Agreement, the Owner shall pay to the Shire 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 Shire, 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 if executed on such Party's behalf by any officer, director, attorney or solicitor having the authority to so act for such Party;
- (c) is sufficient, in the case of the Owner's obligations under clause 3.6, if executed by the relevant consultant appointed pursuant to clause 3.5;
- (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 identified 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) if delivered by hand, on delivery;
  - (ii) if sent by prepaid post, on the second day after the date of posting;
  - (iii) if sent by facsimile, on receipt of a transmission report confirming successful transmission; and
  - (iv) if sent by email, on receipt of confirmation of successful delivery.

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

(a) the **Shire**:

Shire of Busselton  
Southern Drive  
Busselton WA 6280

Phone: (08) 9781 0444 Fax: (08) 9752 4958

Email: shire@busselton.wa.gov.au

ATTENTION: Mr. Pete Malavisi, Planning Officer

(b) the **Owner**:

[Redacted]

**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 Shire 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 Shire**

The Shire may, at its 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 Shire on demand for all costs and expenses incurred by the Shire in relation to:
  - (i) the exercise or enforcement by the Shire 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 Shire, including (without limitation) the Shire'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**  
Group Settlement Cottage - Lot 1675 Puzey Road, Wilyabrup 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 includes the 4-bedroom cottage with front and rear verandahs.
- Item 3: Land**  
Lot 1675 on Plan 201657/1675 being the land contained in Certificate of Title Volume 1100 Folio 120.
- Item 4: Conservation Works**  
The schedule of works described in Annexure A.
- Item 5: Maintenance**  
The schedule of maintenance activities described in Annexure B.
- Item 6: Conservation Policy**  
The Conservation Policy is attached as Annexure C.

EXECUTED AS A DEED


THE COMMON SEAL of the SHIRE OF BUSSELTON is affixed in the presence of:

  
Signature of authorised person



  
Signature of authorised person

IAN WILLIAM STUBBS  
Office held



MAYOR  
Name of authorised person

Director  
Office held  
(Under Delegation LG(EO3))

Matthew John Smith  
Name of authorised person

30.4.2014  
Date signed

30.4.14  
Date signed

THE OWNER:



14.04.14  
Date signed



Print name of witness

Occupation of witness

14/4/14  
Date signed



Signature of witness

14/4/2014  
Date signed

Print name of witness  
Occupation of witness

14/4/14.  
Date signed

THE COMMON SEAL of the [redacted] affixed in the presence of:

[redacted] person

DIRECTOR  
Office held

[redacted]

SECRETARY  
Office held

[redacted]

14.04.14  
Date signed


[redacted]

14/4/2014  
Date signed

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

I, the Hon. Albert Jacob, MLA, Minister for Environment; Heritage, hereby certify that this Agreement is necessary for the purposes of, and complies with, the *Heritage of Western Australia Act (WA) 1990*.

Dated the 13<sup>th</sup> day of May 2014.

  
\_\_\_\_\_  
Albert Jacob, MLA  
Minister for Environment; Heritage

## **Annexure A**

### **Conservation Works**

The following list of Conservation Works is derived from the works described in the section of the Conservation Plan at pages 9 and 10.

#### **Immediate Works (to be completed within 12 months of the Effective Date)**

1. Investigate the area beneath the floor where the wall has been removed in the living rooms and explore the reasons for the movement of the floorboards. Reinforce the stumps, footings (or other supporting fabric) to provide a stable foundation for the floorboards.
2. Make repairs to front verandah posts and flooring. Repair not replace timber where possible and reinstate flanges to match existing. Check the under floor footings to ensure stability before repairing/replacing floorboards.
3. Replace the deteriorated corrugated iron sheeting (in matching profile) on the roof of the front verandah of the cottage. At the same time, remove the Wisteria creeper from the walls and eaves in this area.

#### **Medium-term Works (to be completed within two to five years of the Effective Date)**

4. The weather-boards on the north-east external wall of the house have been replaced with sheeting (possibly asbestos). Remove the extant material (taking into account specific conditions as outlined in government by-laws), and reinstate weather-boards in the same profile as the original

## **Annexure B**

### **Maintenance**

The Programme below will form part of the maintenance regime for this place. The programme will be the responsibility of the Owner or the Owner's nominee. Should the property be sold the new proprietor shall nominate the person responsible for carrying out this maintenance schedule. The Shire should be notified of any change of the person responsible.

This schedule is concerned with the significant heritage fabric and the presentation of the place. It does not aim to cover all the statutory requirements concerning plant and machinery. The required inspection of these items should form part of a broader more comprehensive schedule prepared by the proprietor or building manager.

This schedule should be regarded as provisional and should be adapted by mutual agreement to suit circumstance and experience. This schedule should be regarded as a minimum standard. The schedule should be adhered to in any period where the place is wholly or partially unoccupied.

It is not envisaged that structural monitoring will be required.

Should the place be subject to damage by fire, infestation, seismic or building activity or alteration of the foundation, an inspection of the building frame by a qualified structural engineer will be required and any recommendations implemented.

### **Periodic Maintenance Schedule**

As needed:

- Keep grass and other vegetation on the perimeter of the house trimmed short.
- Maintain ground levels around the building to ensure that the masonry wall of the foundation is visible by 300mm in the clear.

Annually:

- Sweep chimneys and clean fireplaces (if in use).
- Inspect house and outbuildings for termites and other potentially damaging pests; treat as necessary.
- Inspect exterior painted timber for deterioration; repaint as necessary.
- Clean gutters and downpipes for free flow, prior to winter.
- Inspect for rising damp or water penetration and repair immediately as necessary.

Five Yearly:

- Inspect metal roofing, fixings, wall flashings, box gutters and downpipes for corrosion and repair as necessary
- Inspect and repair external glazing as necessary.

**Annexure C**

**Conservation Policy**

Heritage Report compiled by Judith Murray Cultural Heritage and History

## Introduction

This Heritage Report has been compiled to assist the preparation and implementation of a Heritage Agreement to the satisfaction of the Local Government and the Heritage Council of Western Australia in accordance with Western Australian Planning Commission requirements in relation to Application No: 143932, Condition 3 on Lot 1675 Pusey Road, Wilyabrup.

The brief was supplied by the owners of the property, David Norman Watson 21 Cairnhill Court Darlington WA 6070, Heather Jean Watson 21 Cairnhill Court Darlington WA 6070; and Lake (WA) Pty Ltd 21 Cairnhill Court Darlington WA 6070. This is in consultation with Tim Korovesi (Town Planning Consultant) 64 Espinos Road Busselton WA 6280, and along with and following advice provided in August 2010 by Heritage Council of Western Australia representative Annette Green; and refers to the place known as Group Settlement Cottage, Lot 1675 Pusey Road, Wilyabrup.<sup>1</sup>

The place consists of the original Group Settlement cottage, of modest construction in rough-timbered weather-board with corrugated iron gable roof, following the architectural models of the time and now displaying additions and alterations. The cottage dates from between 1923 when Group Settlement No. 20, Wilyabrup was first established; and by 1926 when Harry Oldham joined the group.<sup>2</sup> No other buildings have been included in this assessment.

The demographics of the site place *Group Settlement Cottage* facing north and not fronting Pusey Road as would be expected. The landscape contains the remnants of a significant cottage garden with a large number of extant heritage rose bushes and mature plantings. A drawing exhibiting details relating to names and positions of some of the plantings is currently on display in the kitchen of the cottage. While it appears that a lack of available water has caused the loss of some plantings over the years, the 'bones' of the original garden remain. The building is generally surrounded by mature plantings with visible remnants of pathways at the front and the side of the building facing the road. The outbuildings have not been included in the assessment.

Consideration has been made in the subdivision approval for an appropriate curtilage area in the cottage lot, with particular regard to the setting of the house along with vernacular outbuildings and the garden encompassing the mature plantings and heritage rose bushes.

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1 Variations in the spelling of Wilyabrup [Willyabrup] are reflected in references to the place

2 A list of 'Group 20 Wilyabrup' settlers contains 58 names and dates the arrival of H. Oldham at 1926. This document is available for viewing at Busselton Historical Society (2011)

Disclaimer

While all care has been taken to present an overview of necessary conservation works, no responsibility shall be taken for any omissions or misrepresentations outlined in the information provided in this document.

Due to a lack of access to sealed areas of the building, this historical report has not taken into consideration a detailed analysis of structural elements including roof, walls and underfloor foundations. If required, it may prove necessary in the future to engage a structural engineer in order to identify any problems in these areas.

### Heritage Report

Through the process of investigation of the physical evidence at *Group Settlement Cottage* Lot 1675 Pusey Road Wilyabrup initially with owners Heather and David Watson on 22 May 2011 and later on 29 May 2011, the general condition of the fabric of the place has been noted and a statement follows in reference to the supplied brief.

The Heritage Report serves to outline:

- (i) the establishment of a succinct history of the Group Settlement Scheme in the south-west of Western Australia and in particular Group 20 at Wilyabrup, in relation to supporting the heritage significance of the place;
- (ii) the heritage significance of the place;
- (iii) the significant fabric of the place;
- (iv) a program of general maintenance tasks that the owner will be required to periodically carry out to ensure the long-term stability of the place;
- (v) any urgent, medium or long-term conservation works that will be required, based on an assessment of the current physical condition (with defined time-frames); and
- (vi) areas for consideration

- (i) the establishment of a succinct history of the Group Settlement Scheme in Wilyabrup, in relation to supporting the heritage significance of the place;

Group Settlement includes the story of Premier Sir James Mitchell, his ambitions, his rise to power, his accomplishments and his legacy to Western Australia – his insistence that we could and should develop a sufficiency of the widest range of primary products to meet the state's internal needs and provide an exportable surplus.<sup>3</sup> Its genesis begins in 1904 with a concept of government 'development before settlement' ideology that aimed to open up land and settle groups in areas previously not farmed.<sup>4</sup>

The notion of Group Settlement was launched in Western Australia in 1921 when a number of unemployed lumpers and miners appealed to the Premier, for a chance to take up land.<sup>5</sup> Mitchell agreed and offered the unemployed small allocations of land in the extreme south-west corner of the state and proposed that they should work together in groups to clear it under supervision.

A reference from 'A Tribute to the Group Settlers' discusses the perceptions and conditions of an early settler at Group 20.

*Whilst they were clearing they would each be advanced £3 per week, to be repaid once their farms became productive. There were almost enough takers for the first Group to be established almost at once, near Manjimup, and by the end of 1921 the project was well under way. Others followed and by March 1922 two hundred men were at work on more than 30 groups.*

*However, if Mitchell's dream of turning the south-west's forest lands into dairy farms, rendering Western Australia self sufficient in milk, butter and cheese, was to reach fruition, he needed many more settlers and a lot more money. For both he looked to Britain.<sup>6</sup>*

A major Immigration programme from the United Kingdom to Western Australia was soon under way and by 1923 an Agreement had been reached (retrospective to September of the previous year) that over a five-year period Western Australia would settle 6,000 migrants and their families on farms in the south-west of the state.<sup>7</sup>

The original Group Settlers were to battle against insurmountable odds and by 1925 many had walked off their blocks, others were to continue to

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3 Gabbedy, J.P., *Group Settlement Part 1 Its Origins: Politics and Administration*, UWA Press, Nedlands (1988) p1

4 Judith Murray, *Significance Assessment*, Busselton Museum Old Butter Factory Complex for: Busselton Historical Society Inc. (2010) p43

5 Blond, Philip E.M., *A Tribute to the Group Settlers*, UWA Press, Nedlands (1987), p1

6 Ibid.

7 Ibid.

occupy their farms, eking out a poor living as best they could.<sup>8</sup> As a result the years 1935-6 had seen possibly only two out of every ten farms remain occupied and by the end of year 1936 saw the collapse of the Group Settlement project. Collectively, the settlers (including a significant number of migrants from Britain) had fuelled the Group Settlement Scheme and begun a cultural heritage experience of large proportions for a large number of people.<sup>9</sup>

Group 20 was formed late in 1922 and six men were chosen to be the first settlers. 'Although there were 20 blocks and locations on the Group, only eighteen humpies were erected and occupied'.<sup>10</sup> It wasn't until mid-1923 until the Ballot for blocks was held and the group began construction of the cottages. Two-man teams took only a month to erect each cottage, receiving £40 as their contract price.<sup>11</sup>

By 1926<sup>12</sup> Harold Oldham a Manchester coal-miner along with his wife Hilda and three children<sup>13</sup> had joined Group 20 at Wilyabrup. For the payment of £1 and the fulfilment of prescribed conditions, Harold received a Give and Grant Certificate of Title that was registered on 15 May 1931 for land on Location 1675 Wilyabrup.<sup>14</sup>

Times were tough and during the Great Depression in the 1930s, a single men's camp for sustenance workers was established close to *Group Settlement Cottage*. A marker viewed across the road from the place identifies this area. The Oldham family also struggled, surviving mainly by growing potatoes and milking cows, with their income supplemented by a sustenance wage. However, in 1940 the government declared that this financial support was to be repaid in full, and like many other 'groupies' it proved to be too great a burden for the Oldham family and they left the property.<sup>15</sup>

The place appears to have been left vacant for several years<sup>16</sup> before it was settled again by new owners. In 1947, land on Sussex Location 1675 was transferred to William Ellis Butcher of Bengier, possibly as part of a scheme that saw many abandoned Group Settlement properties allocated to new owners under a Soldier Settlement Scheme developed after the Second World War.

William's wife, Kath was a keen gardener who gradually planted around the cottage as their limited funds allowed. Her plantings included 'jacaranda, pencil pines, Indian hawthorn, native peppermints, camellias, hibiscus, roses, ornamental plums and fruit trees including

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8 Ibid.

9 Op.cit., Judith Murray, p45

10 Op.cit., Blond, Philip E.M., p12

11 Ibid., p37

12 Op.cit., A list of 'Group 20 Settlers'

13 Australian Country Style (1997) 'All in the Family', article and photos Annie Mayo p69

14 Certificate of Title Vol. 1025 Fol. 164

15 Op.cit., Australian Country Style, p69

16 HCWA 'Heritage Advice Report' Annette Green, 2010

mulberries, pears, quinces and loquots'.<sup>17</sup> In 1971 (following the resumption of a portion of the land) the property was transferred to Ellis John Butcher and his wife, Margaret Rose Butcher<sup>18</sup> and the house was rented to tenants. On 5 October 1999 a portion of the land was transferred to William and Kath Butcher's grand-daughter Elizabeth May Crowder and on 16 November 2007 Lot 1675 on Deposited Plan 201657 was registered to the current owners, David and Heather Watson.<sup>19</sup>

(ii) the heritage significance of the place

*Group Settlement Cottage* has cultural significance for the following reasons:

**Aesthetic:** the place has aesthetic appeal as an archetypal group settler's cottage and architectural model of the time

**Historic:** the place has historic value as a part of a shared history of 'Groupies' and in particular Group 20 settlers, with their collective struggle to survive on their lots. *Group Settlement Cottage* is significant for its inclusion in the Wilyabrup Group Settlement Precinct

*Group Settlement Cottage* presents as historical evidence of the immigration of large numbers of people from the United Kingdom. Along with many unemployed Western Australians, they followed the government's initiatives and took up grants in the south-west; and tried desperately to forge a living from the land

**Social:** the place has strong social values for the manner in which the early settlers worked and socialised together supporting each other in their efforts to survive and bring up their families

**Representative:** the place is representative of the type of building stock associated with the Group Settlement Scheme developed in the south-west of Western Australia during 1920s

**Integrity:** Integrity value is intact with the *Group Settlement Cottage* continuing to remain as a dwelling for residents

(iii) the significant fabric of the place:

*Group Settlement Cottage* on Lot 1675 Pusey Road appears to have been a modest 4 room cottage with front and back verandahs, constructed of square nosed weatherboard with corrugated iron gable roof and following the design model of other cottages constructed within the Group Settlement Scheme.<sup>20</sup>

<sup>17</sup> Op.cit., Australian Country Style, p69

<sup>18</sup> Certificate of Title Vol. 1100 Fol. 120

<sup>19</sup> Record of Certificate of Title, Vol 1100 Fol. 120

<sup>20</sup> Examples include: Blond's cottage Group 20 as viewed in Philip E.M. Blond 'A Tribute to the Group Settlers', p39; Harold Johnson's Ambergate Group 44 photo viewed at Busselton Historical Society

Some changes have been undertaken since its construction in 1923-6, including alterations to the external doors and several windows; removal of a dividing wall between the living areas; demolition of an old wash-house; construction of a later kitchen, bathroom, laundry and bedroom within a side and rear lean-to; and the removal of the two flat galvanised iron chimneys. A porch has been constructed on the east side of the building to allow easy access to the cottage.

Despite these changes, the original external and internal form of the building remains distinctly transparent. Clear evidence of the original materials and detailing has also survived, including the plain, square nosed weatherboards (displaying signs of repairs and now painted Moss green), a mixture of boarded and pressed metal ceilings, high waisted internal doors, timber wainscot panelling to one room and several casement windows.<sup>21</sup>

The floor area where the dividing wall has been removed between the living rooms, displays some movement. It is possible that the stumps have been affected during the alterations and may require reinforcement of the foundations in this area. The architraves in the wall between the living room and the current kitchen exhibit some evidence of white ant activity.

The front verandah corrugated iron roof, timber posts and floorboards all exhibit various degrees of deterioration. The western end of the verandah has been enclosed with lattice work and features Wisteria creeper that has begun to work its way into the eaves. The roofing material has rusted away in this area leaving holes in the roof and requires attention. The corrugated iron roof and gutters were replaced about 3 years ago by the current owners, and it is possible at this time that replacement of the veranda roofing material has not been included in the works.

The verandah is supported by four timber posts painted cream and of a simple design. One of the posts displays a flange at the base, while another retains the remnants of a flange. A third post has been repaired at the base by splicing the timber (in the correct manner to conserve the post). Although the posts have been in-situ for quite some time, it is possible that original front verandah posts may have been used on the porch addition during its construction some years later, as they appear to have been reduced in height and include original chamfering detail.<sup>22</sup>

The floorboards on the verandah appear to be original and consists of 4" butt jointed jarrah. A number show signs of deterioration, particularly on the edges where they have been exposed to the weather.

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and the group settlement cottage on display at Busselton Historical Society from Ambergate Group  
44

<sup>21</sup> Op.cit., HCWA

<sup>22</sup> Front verandah posts from this period generally feature chamfering on the corners

The original weather-boards on the north-east wall of the house have been replaced with sheeting material (possibly asbestos). The fabric has been painted in a colour matching the other exterior walls.

- (iv) a program of general maintenance tasks that the owner will be required to periodically carry out to ensure the long-term stability of the place
  - a. maintain gutters and downpipes in good order ensuring the rainwater clears away from the walls of the house;
  - b. check the roof for leaks, to ensure that no water seeps into ceilings and down the walls;
  - c. check the condition of the heritage rose bushes and ensure that the plantings aren't overgrown with grass and weeds. Maintain healthy growth with regular fertilisation and priority watering in the dry period;
  - d. inspect cottage and outbuildings for termites and other potentially damaging pests – treat as necessary; and
  - e. trim shrubs, creepers away from the walls and roof areas to ensure that the plants do not damage the built fabric and create drainage problems.
- (v) any urgent, medium or long-term conservation works that will be required, based on an assessment of the current condition (with defined time-frames):

#### Immediate Works (within 12 months)

- Investigate the area beneath the floor where the wall has been removed in the living rooms and explore the reasons for the movement in the floorboards. Reinforce the stumps, footings (or other supporting fabric) to provide a stable foundation for the floorboards
- Replace the deteriorated corrugated iron sheeting (in matching profile) on the roof of the front verandah of the cottage. At the same time, remove the Wisteria creeper from the walls and eaves in this area
- Make repairs to front verandah posts and flooring. Repair not replace timber where possible and re-instate flanges to match existing. Check the underfloor footings to ensure stability before repairing/replacing floorboards.

#### Medium-Term Works (within 2-5 years)

- The weather-boards on the north-east external wall of the house have been replaced with sheeting (possibly asbestos). Remove the extant

material (taking into account specific conditions as outlined in government by-laws), and re-instate weather-boards in the same profile as the original

(vi) areas for consideration

- Record the history of the Group Settlement Scheme and in particular the part played by *Cottage Settlement Cottage* at Wilyabup 20, for future reference
- Restore the garden to its original layout (from the 1940s) and conserve plantings with provenance to the cottage

### Summary:

A site inspection of *Group Settlement Cottage* confirmed that the place is clearly an architectural model group house from the period. Despite some changes to the fabric since 1923-6, the original external and internal form of the building remains clearly evident.

*Group Settlement Cottage* has been included in the Shire of Busselton Local Government Heritage Inventory (2007) as part of the Wilyabrup Group Settlement Precinct – PN141, Category 2. The Statement of Significance notes: 'The Wilyabrup Group Settlement Precinct, a small settlement of about 15 buildings in timber-framed construction has cultural heritage significance as a representative group of places that provide evidence of the initial Government schemes to encourage settlement in the area.'<sup>23</sup>

In 2011 however, there is no confirmation that fifteen group settlement houses remain intact in Wilyabrup and HCWA representative Annette Green notes in her report that: 'Fifteen such places formed the basis of the Municipal Heritage listing. However, the Municipal Heritage Inventory does not identify the location of the individual houses and at this stage no comparative study has been undertaken to establish the authenticity, integrity and condition of the remaining houses'.<sup>24</sup> As such, this report makes the recommendation that *Group Settlement Cottage*, Pusey Road Wilyabrup be classified individually as Category 2 and placed on the Shire of Busselton Heritage List.

A heritage agreement with the owners would assist in achieving a positive local heritage outcome, by helping to ensure the long-term conservation of a 1920s cottage with strong connections to the Group Settlement Scheme and Wilyabrup Group 20.

The place reflects as part of early farming heritage in the area; and exists today as evidence of its history and use.

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23 Shire of Busselton Municipal Heritage Inventory (2007) Philip Griffith Architects, Subiaco, pp388,9  
24 Op.cit., HCWA