

RAILWAY AGREEMENT (WESTERN AUSTRALIA).

No. 67 of 1961.

An Act relating to an Agreement between the Commonwealth and the State of Western Australia in relation to certain Railways in that State.

[Assented to 24th October, 1961.]

BE it enacted by the Queen's Most Excellent Majesty, the Senate, and the House of Representatives of the Commonwealth of Australia, as follows:—

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| Short title. | 1. This Act may be cited as the <i>Railway Agreement (Western Australia) Act 1961</i> . |
| Commencement. | 2. This Act shall come into operation on the day on which it receives the Royal Assent. |
| Approval of Agreement. | 3. The agreement a copy of which is set out in the Schedule to this Act is approved. |
| Financial assistance to State of Western Australia. | 4. Moneys appropriated by the Parliament for the purposes of the agreement referred to in the last preceding section may be paid to the State of Western Australia by way of financial assistance on the terms and conditions contained in that agreement. |

THE SCHEDULE.

Section 3.

AN AGREEMENT made the second day of October 1961, BETWEEN THE COMMONWEALTH OF AUSTRALIA (in this agreement called "the Commonwealth") of the one part and THE STATE OF WESTERN AUSTRALIA (in this agreement called "the State") of the other part:

WHEREAS in pursuance of an agreement approved by Act No. 67 of 1960 of the Parliament of Western Australia the State wishes to carry out certain railway work in the State of Western Australia in conjunction with the development of iron ore, iron and steel production in that State:

AND WHEREAS it is desirable in the interest of the people of the State of Western Australia and of the Commonwealth of Australia generally that the production of iron ore, iron and steel should be developed:

AND WHEREAS in order to assist in the defence and development of the Commonwealth of Australia, to facilitate interstate trade and commerce and to secure maximum efficiency and economy in railway operation, it is desirable that there should be a standard gauge railway between Kalgoorlie and Perth and other places in the State of Western Australia:

AND WHEREAS the State has requested the Commonwealth to provide financial assistance to the State for the purpose of carrying out the proposed railway work:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:—

DIVISION I.—PRELIMINARY

1.—(1.) In this agreement, subject to the context—

Definitions.

"completion date" means the later of the respective dates on which regular services on the section Kalgoorlie to Fremantle via Perth and Koolyanobbing to Kwinana of the standard gauge railway are commenced;

"financial year" means a period of twelve calendar months ending on the 30th day of June;

"narrow gauge" means a gauge of three feet six inches;

"party" means a party to this agreement;

"rolling stock" means locomotives and other railway vehicles and includes related spare parts;

"Schedule" means Schedule to this agreement;

"standard gauge" means a gauge of four feet eight and one-half inches;

"the Minister" means the Minister of State for Shipping and Transport of the Commonwealth;

"the standard gauge railway" means the standard gauge railway to be constructed under this agreement along the routes set out in the First Schedule; and

"the work" means all or any of the work referred to in sub-clauses (1.) and (2.) of clause 6 of this agreement.

(2.) Where in this agreement a Minister is referred to, that reference shall be deemed to include any member of the Federal Executive Council or the Executive Council of the State, as the case may be, for the time being acting for and on behalf of that Minister.

2.—(1.) This agreement shall have no force or effect and shall not be binding upon either party until it is approved by the Parliaments of the Commonwealth and the State. Approval of Agreement.

(2.) Each party agrees to take every practicable step to have this agreement approved by its Parliament without restriction or amendment as soon as practicable.

(3.) Each party agrees, so far as its power extends, to provide for and secure the carrying out of this agreement.

3.—(1.) The objectives of this agreement are to achieve before the 31st day of December, 1968— Objectives of Agreement.

(a) the construction and establishment of the standard gauge railway and associated narrow gauge railway works on the routes specified in the First Schedule; and

(b) the provision, by purchase, construction or conversion, of rolling stock in numbers and capacity sufficient—

(i) to carry iron ore from Koolyanobbing to Kwinana on the standard gauge railway at the rate of 2,000,000 tons per annum; and

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THE SCHEDULE—*continued.*

(ii) to the extent provided in the next succeeding sub-clause, to carry general traffic on the standard gauge railway.

(2.) The estimates set out in the Second Schedule in regard to rolling stock are accepted by the parties as including minimum requirements for general traffic, but constituting, unless otherwise agreed under this sub-clause, the extent of the objectives of this agreement in that regard. The extent of the objectives in that regard may be varied by agreement between the parties following a review, which shall be carried out by the parties in or about the end of the year 1966, taking into account the quantity of rolling stock of the State suitable and fairly available for conversion to standard gauge and such other factors as are relevant at that time.

Provision of financial assistance by the Commonwealth.

4. Subject to compliance by the State with the terms of this agreement, the Commonwealth will provide financial assistance to the State in the manner, to the extent and for the purposes herein provided.

Decision in case of dispute.

5. Where agreement between the parties on any matter is required for the purposes of this agreement, the matter shall be decided by the Minister in agreement with the Minister for Railways of the State and, failing such decision, shall be determined by the Treasurer of the Commonwealth.

DIVISION II.—THE RAILWAY WORK

State to carry out the work.

6.—(1.) The State will carry out, or will use all reasonable endeavours to cause to be carried out, with due diligence and efficiency and in accordance with the relevant programme, procedures, plans and specifications for the time being agreed to by the parties under this agreement, the work specified in the Second Schedule with a view to the completion of the work before the 31st day of December, 1968.

(2.) The work to be carried out by the State pursuant to the preceding sub-clause shall include the acquisition of land, the purchase, construction, alteration and conversion as the case may require of railway lines, bridges, buildings, structures, workshops, plant, rolling stock and all matters and things which are required for the completion of the work, but shall not include—

- (a) operation or maintenance of any railway; or
- (b) any work which is being undertaken or is proposed to be undertaken by the State independently of this agreement or which is for purposes outside the scope and objectives of this agreement, whether or not such work is carried out in conjunction with the work to which this agreement applies.

(3.) The State may, at its own expense, carry out in conjunction with the work such other works, or provide such capacity or equipment in excess of the appropriate standards established under this agreement, as it considers necessary or desirable.

(4.) To the extent that it is necessary for the more effective fulfilment of the objectives of this agreement, a Schedule may be varied in such manner and to such extent as the Minister, upon the request or with the concurrence of the State, approves and all references in this agreement to a Schedule shall be deemed to be to that Schedule as varied in accordance with this clause.

Programme, plans and estimates.

7. The State, in collaboration and agreement with the Commonwealth, shall, from time to time—

- (a) prepare a programme of the work including appropriate procedures for its performance;
- (b) prepare plans, specifications and estimates of cost for the work;
- (c) incorporate in all such plans, specifications and estimates the appropriate standards of design and construction established under this agreement; and
- (d) supply or make available to the Minister as soon as possible copies of the programme, plans, specifications and estimates.

Contracts to be let.

8. Except where it is established to the satisfaction of the Minister that it is undesirable to do so, the State shall invite public tenders and let contracts for the carrying out of the work.

Inspection.

9. The State shall permit any person authorized by the Minister from time to time to enter upon and inspect the work and to inspect, take copies of or extracts from any plans, designs, accounts, records or documents relating to the work.

THE SCHEDULE—*continued.*

DIVISION III.—FINANCE

10.—(1.) Subject to the provisions of this agreement, the Commonwealth will provide the funds required to meet seventeen-twentieths of expenditure by the State on the work and the State will provide the funds required to meet three-twentieths of such expenditure. Provision of funds.

(2.) The State shall be entitled, subject to the provisions of this agreement, to receive payments from the Commonwealth of amounts equal to seventeen-twentieths of the expenditure made by the State on the work from time to time and of such additional amounts as are, in the opinion of the Minister, reasonably required as a working advance to meet expenditure incurred or to be incurred.

(3.) For the purposes of this clause expenditure on the work shall include the administrative expenses directly related to the carrying out of the work and the cost of the preliminary survey, including expenditure incurred or made on the survey before the date of operation of this agreement and authorized by the Commonwealth otherwise than in accordance with this agreement.

(4.) The amounts set out in the last column of the Second Schedule as the estimated cost of the work and the various components thereof are based solely on the cost of materials and labour and on operational requirements prevailing at the end of the year 1960 and are specified as an indication of the extent of the work and the relative amounts to be expended on each component thereof but otherwise do not impose any limitation on the amount to be expended by the State on the work or on any part thereof for the purposes of this clause.

11.—(1.) The State will not be entitled to receive payments from the Commonwealth in respect of expenditure the incurring of which is not approved or ratified by the Minister. Authorisation of expenditure.

(2.) In exercising his powers under this clause the Minister shall have regard to the provisions of clause 3 of this agreement and to whether the work to which the expenditure relates is to be or has been carried out in accordance with the programmes, procedures, plans and specifications prepared in accordance with clause 7 of this agreement.

12.—(1.) The State shall from its Consolidated Revenue pay to the Commonwealth an amount equal to ten-seventeenths of the payments made by the Commonwealth to the State in each financial year under clause 10 of this agreement and interest thereon in the following manner— Payments by the State.

(a) as to an amount equal to three-seventeenths of those payments—by fifty equal annual contributions commencing on the 30th day of June next following the end of that financial year, together with interest on so much of that amount as has not been paid at the beginning of the financial year in which the contribution is due, calculated from the beginning of that financial year; and

(b) as to an amount equal to seven-seventeenths of each of those payments, together with interest as hereinafter provided in this clause and not paid under sub-clause (3.) of this clause—by forty equal semi-annual payments of principal and interest commencing six calendar months after the completion date and continuing thereafter at intervals of six calendar months until the final payment is made.

(2.) The interest payable under paragraph (b) of the last preceding sub-clause shall be calculated from the date on which the relevant payment was made by the Commonwealth and shall accrue on the amount referred to in that paragraph or on so much of that amount as for the time being remains unpaid by the State to the Commonwealth.

(3.) The State may, in respect of the period prior to the completion date, pay on the 30th day of June in any year the whole or part of the interest accrued to that date in accordance with the last preceding sub-clause, but any interest so accrued and not so paid shall thereafter bear interest at the same rate and to the same extent as the payment by the Commonwealth to which it relates.

(4.) The rate of interest payable by the State under this clause shall be the rate payable on the long term loan last raised by the Commonwealth in Australia for public subscription prior to—

(a) for the purposes of paragraph (a) of sub-clause (1.) of this clause—the end of the financial year in which the payments were made by the Commonwealth; and

(b) for the purposes of paragraph (b) of sub-clause (1.) of this clause—the date on which the relevant payment was made by the Commonwealth.

THE SCHEDULE—*continued*.

Expenditure after the completion date.

13.—(1.) The provisions of clauses 10, 11 and 12 of this agreement shall apply to expenditure by the State on the work during the period of twenty-four calendar months immediately following the completion date in respect of expenditure incurred not later than twelve calendar months after the completion date, except that for the purposes of the application of those clauses in pursuance of this clause the completion date referred to in paragraph (b) of sub-clause (1.) and in sub-clause (3.) of clause 12 of this agreement shall be read as a reference to a date twenty-four calendar months after the completion date.

(2.) Except with the authority of the Minister the Commonwealth shall not be obliged at any time subsequent to twenty-four calendar months after the completion date to meet expenditure made by the State on any of the work.

Estimates.

14.—(1.) The State shall prepare and submit to the Minister not later than the 30th day of April in each year an estimate of the funds for which application will be made to the Commonwealth during the next succeeding financial year.

(2.) The estimate shall be supported by appropriate explanations and by a statement or statements showing—

- (a) the total amounts provided by the Commonwealth and by the State and the total amount expended by the State on the work to a convenient date prior to such 30th day of April;
- (b) the further amount estimated to be expended by the State on the work and the further amounts estimated to be required to be provided by the Commonwealth and by the State for that purpose by the next succeeding 30th day of June; and
- (c) the estimated expenditure by the State on the work during the next succeeding financial year and the amount which the State proposes to request the Commonwealth to provide during that financial year.

(3.) The State shall prepare and submit to the Minister not later than the 31st day of December in each year, and at such other times as the Minister may request, a revised estimate for the then current financial year including explanations of any variations between the estimate and the revised estimate.

Accounts, reports and records.

15. The State shall—

- (a) keep full accounts and records of all financial transactions, work done, and plant, stores, materials and equipment used or disposed of, in connexion with the work; and
- (b) furnish to the Minister at intervals of not more than twelve months progress reports on the performance of the work, together with financial statements of expenditure on the work and on each item thereof, revised estimates of cost and the estimated amounts of annual expenditure necessary to complete the work.

Audit.

16.—(1.) The accounts, books, vouchers, documents and other records of the State relating to the receipt or payment of money or to the receipt, custody or disposal of plant, stores, materials and equipment in connexion with the work shall be audited by the Auditor-General for the State.

(2.) A report on the audit and on the financial statements shall be furnished by the Auditor-General for the State to the Auditor-General for the Commonwealth at least once every year and such report shall indicate, *inter alia*—

- (a) whether the financial statements are based on proper accounts and records and are in agreement with those accounts and records; and
- (b) whether the receipt and expenditure of moneys are in accordance with this agreement,

and shall include reference to such other matters arising out of the audit and financial statements as the Auditor-General for the State considers should be reported to the Auditor-General for the Commonwealth.

(3.) The State shall supply such further information as may be required by the Auditor-General for the Commonwealth and if he considers it necessary shall permit him to inspect and take copies or extracts from the accounts, books, vouchers, documents and other records of the State in connexion with the work.

(4.) Any statement of expenditure by the State forwarded to the Commonwealth in connexion with an application for funds in accordance with clause 10 of this agreement shall be certified as to its correctness by the Auditor-General for the State.

THE SCHEDULE—*continued.*
DIVISION IV.—MISCELLANEOUS

17. The State shall, from time to time on request by the Minister, furnish to him such documents and other information as he may reasonably require for the purpose of the exercise by him of his powers and functions under this agreement. State to furnish information.

18. The parties affirm the principle that there should be collaboration between them and their respective railway authorities regarding the standards of design and construction and the operation of rolling stock with a view to facilitating efficient inter-system traffic and co-ordinated services. Interchange of rolling stock.

19. Any notice or other communication to be given hereunder by the Commonwealth or the Minister to the State shall be deemed sufficiently given if signed by or on behalf of the Minister and any notice or other communication to be given by the State to the Commonwealth shall be deemed sufficiently given if signed by or on behalf of the Minister for Railways of the State. Notices.

THE SCHEDULES

FIRST SCHEDULE

Route of Railways

The route of the standard gauge railway begins at the terminus of the Commonwealth standard gauge railway line at Kalgoorlie and is as follows:—

	Approximate Main Line Mileages.
(a) Kalgoorlie to East Northam, parallel to the existing narrow gauge railway, except where deviations are necessary to attain the required grading as set out in the Second Schedule	357
(b) East Northam to Midland via Toodyay and the Avon River Valley ..	59
(c) Midland to Fremantle via Perth parallel to the existing narrow gauge railway	28
(d) Fremantle to Kwinana on the existing formation	12
(e) Midland to East Perth via Kewdale and Welshpool	11
(f) Kewdale to Kwinana (including the works site referred to in the said recited agreement) via Cannington	23
(g) Southern Cross to Koolyanobbing	33
(h) Kalgoorlie to Kamballie	5
	528

The routes of the associated narrow gauge railway works are—

(a) East Northam to Midland on the same route as the standard gauge railway	59
(b) Necessary deviations in the Northern and Great Southern Railways in the vicinity of Northam	15
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THE SCHEDULE—*continued.*

SECOND SCHEDULE		Estimated Cost. £
Particulars		
1. Construction of standard gauge railway permanent way, including crossing loops and sidings—earthworks, ballast, sleepers, rails, fastenings and track laying		19,457,000
2. Construction of associated narrow gauge works, including provision of third rail between Fremantle and Kwinana and between Kalgoorlie and Kamballie		2,993,000
3. Construction of industrial or other special sidings		590,000
4. Bridges and culverts		2,241,000
5. Grade separation		325,000
6. New signalling facilities with automatic colour light signals between Kalgoorlie and Northam, Midland and Fremantle, Kewdale and Kwinana, Kewdale and East Perth and Fremantle and Kwinana; centralized traffic control between East Northam and Kewdale; and electric staff between Southern Cross and Koolyanobbing		2,516,000
7. Transfer facilities at Coolgardie, Merredin, Northam and Toodyay		225,000
8. Structural alterations to Midland Workshops		250,000
9. New passenger terminal East Perth		100,000
10. New carriage sheds East Perth		150,000
11. New station buildings		600,000
12. Additional land resumption		300,000
13. Equipment for transfer operations and workshops use		290,000
14. Marshalling and transfer facilities at Kewdale for standard gauge traffic		400,000
		30,437,000
15. Rolling Stock, standard gauge only—		
	Number of Units	
Locomotives—		
Main line locomotives of capacities up to 2,000 gross brake horsepower each	22	
Transfer road-shunters of capacities up to 900 gross-brake horsepower each	5	
Shunting locomotives of capacities up to 650 gross brake horsepower each	11	
	38	3,700,000
Passenger vehicles	55	1,710,000
Freight vehicles—		
Ore wagons	155	
Open goods wagons	302	
Covered vans	310	
Flat wagons	209	
Livestock and special vehicles	162	
	1,138	5,093,000
Service vehicles	55	270,000
		£10,773,000
Total		£41,210,000

THE SCHEDULE—*continued.*

THIRD SCHEDULE

Standards

Earthworks:	Formation width— (a) Banks 20' 0". (b) Cuttings 22' 0".
Grading:	Ruling grades— (a) Kalgoorlie to East Northam 1 in 150 (b) East Northam to Midland 1 in 200 (c) Midland to Fremantle via Perth .. as on existing route (d) Fremantle to Kwinana as on existing route (e) (i) Midland to Kewdale 1 in 200 (ii) Kewdale to East Perth 1 in 100 (f) Kewdale to Kwinana via Cannington .. 1 in 200 (g) Southern Cross to Koolyanobbing .. 1 in 150 (h) Kalgoorlie to Kamballie as on existing route
	All grades to be compensated for curvature.
Curvature:	Minimum radius of not less than 40 chains.
Sleepers:	Hardwood 9" x 4½" x 8' 0"; 2,640 to the mile.
Rails:	Australian standard 94-lb. material, welded to 270 feet lengths on straights, and lesser lengths on curves. All fishplates 6-hole angle, and notched for spikes.
Dogspikes:	5½" by ½".
Sleeper Plates:	Australian standard double shouldered for 94-lb. rail.
Rail Anchors:	Average 3,676 to the mile.
Ballast:	1½" crushed rock; 2,900 cubic yards to the mile.
Crossing Loops:	To be as for main line, 5,000 feet in length in the clear, with a cripple road with standing room of approximately 300 feet where necessary.
Sidings in Station Yards:	To be as for main line with ballast at 2,000 cubic yards to the mile. Centres of tracks to be 15' 0" minimum.
Bridging:	Steel and concrete, designed for Cooper's E.50 loading.
Culverts:	Concrete, to be designed for Cooper's E.50 loading.
Signals:	Automatic colour light signals, with centralized traffic control superimposed between East Northam and Kewdale. Electric staff Southern Cross to Koolyanobbing.
Loading Gauge:	To provide for a minimum width of 8 feet at a height of 18 feet from rail level.

IN WITNESS WHEREOF the Prime Minister of the Commonwealth of Australia and the Premier of the State of Western Australia have signed this agreement for and on behalf of the Commonwealth of Australia and the State of Western Australia respectively.

SIGNED by the Prime Minister of the Commonwealth of Australia for and on behalf of the Commonwealth in the presence of—
HUBERT OPPERMAN } ROBERT MENZIES

SIGNED by the Premier of the State of Western Australia for and on behalf of the State in the presence of—
C. W. COURT } DAVID BRAND