

# Railway Agreement (Western Australia)

No. 88 of 1971

An Act to amend the *Railway Agreement (Western Australia) Act 1961*.

[Assented to 3 November 1971]

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

Short title  
and citation.

1.—(1.) This Act may be cited as the *Railway Agreement (Western Australia) Act 1971*.

(2.) The *Railway Agreement (Western Australia) Act 1961*\* is in this Act referred to as the Principal Act.

(3.) The Principal Act, as amended by this Act, may be cited as the *Railway Agreement (Western Australia) Act 1961–1971*.

Commence-  
ment.

2. This Act shall come into operation on the day on which it receives the Royal Assent.

Title.

3. The title of the Principal Act is amended by omitting the words “an Agreement” and inserting in their stead the words “certain Agreements”.

4. After section 2 of the Principal Act the following section is inserted:—

Definitions.

“2A. In this Act, unless the contrary intention appears—

‘the Agreement’ means the agreement a copy of which is set out in the First Schedule to this Act;

‘the Amending Agreement’ means the agreement a copy of which is set out in the Second Schedule to this Act.”.

Approval of  
Agreement.

5. Section 3 of the Principal Act is amended by omitting the words “agreement a copy of which is set out in the Schedule to this Act” and inserting in their stead the word “Agreement”.

6. After section 3 of the Principal Act the following section is inserted:—

Approval of  
Amending  
Agreement.

“3A. The Amending Agreement is approved.”.

Financial  
assistance to  
State of  
Western  
Australia.

7. Section 4 of the Principal Act is amended—

(a) by omitting the words “the agreement referred to in the last preceding section” and inserting in their stead the words “the Agreement as varied by the Amending Agreement”; and

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\* Act No. 67, 1961.

(b) by omitting the words " that Agreement " and inserting in their stead the words " the Agreement as so varied ".

8. The heading to the Schedule to the Principal Act is omitted and the following headings are inserted in its stead:—

First  
Schedule.

## " THE SCHEDULES

### FIRST SCHEDULE

Section 2A."

9. The Principal Act is amended by adding at the end thereof the following Schedule:—

Second  
Schedule.

### SECOND SCHEDULE

Section 2A.

THIS AGREEMENT made the ninth day of August One thousand nine hundred and seventy-one 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 is supplemental to an agreement (in this agreement referred to as " the Principal Agreement ") made the second day of October, 1961 between the Commonwealth and the State in relation to the construction of a standard gauge railway between Kalgoorlie and Perth and other places in Western Australia and to the provision of financial assistance by the Commonwealth to the State for the purpose of the carrying out of that railway work.

WHEREAS the scope of work to be carried out under the Principal Agreement has been revised in accordance with plans prepared on behalf of the State and the Commonwealth and agreed to by them with the result that the amount of the work and the cost of carrying out the work have been increased and the time necessary for the carrying out of the work has been extended:

AND WHEREAS the Commonwealth and the State are desirous of varying the Principal Agreement so that provision is made for the grant of financial assistance by the Commonwealth to the State in respect of the work beyond the period during which assistance is to be granted in accordance with the provisions of the Principal Agreement:

NOW IT IS HEREBY AGREED as follows:—

1.—(1.) This agreement shall have no force or effect and shall not be binding on either party until it has been approved by the Parliaments of the Commonwealth and of the State.

Approval of  
Agreement.

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

2. Upon coming into force and effect, this agreement shall be deemed to be incorporated and form part of the Principal Agreement and the Principal Agreement as varied by this agreement shall constitute the agreement between the Commonwealth and the State in relation to the said railway work and the provision of financial assistance in respect of that work and shall be known as " the Railway Agreement ".

Operation of  
Agreement.

3. Notwithstanding anything contained in the Principal Agreement or in this agreement, the funds to be provided by the Commonwealth in pursuance of the Railway Agreement shall not exceed One hundred and six million two hundred and fifty thousand dollars (\$106,250,000).

Limitation on  
Commonwealth  
Funds.

4.—(1.) Paragraph (b) of sub-clause (1.) of clause 12 of the Principal Agreement is deleted and the following provision is inserted in its place—

Amendments  
in relation to  
payment by  
the State.

(b) as to an amount equal to seven-seventenths 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 as follows—

(i) in respect of payments made prior to the 15th day of June, 1969—on the 15th day of December, 1969;

(ii) in respect of payments made during the period commencing on the 15th day of June, 1969 and ending on the 30th day of June, 1971—on the 30th day of December, 1971;

SECOND SCHEDULE—*continued*

- (iii) in respect of payments made during a financial year after the financial year ending on the 30th day of June, 1971—on the 30th day of December first occurring after the end of the financial year during which the payments are made.

(2.) Clause 13 of the Principal Agreement is rescinded.

(3.) The amendments made by this clause shall take effect as if they had been made immediately after the Principal Agreement came into force and acts consistent with the Principal Agreement as so amended that have been done in pursuance of the Principal Agreement prior to the coming into force of this agreement shall be deemed to have been done in pursuance of the Railway Agreement.

Use of funds  
for other work.

5.—(1.) Notwithstanding anything contained in the Principal Agreement or in this agreement, but without prejudice to the provisions of clause 5 of the Principal Agreement, the Minister upon the request of the State, may approve the inclusion in the work to be carried out under the Railway Agreement of work associated with the standard gauge railway that may reasonably be carried out in substitution for any work referred to in sub-clauses (1.) and (2.) of clause 6 of the Principal Agreement.

(2.) Expenditure in respect of which funds may be applied under sub-clause (1.) of this clause shall for the purposes of the operation of the Railway Agreement be deemed to be expenditure by the State on the work.

IN WITNESS WHEREOF this agreement has been executed by the parties as at the date first above mentioned.

SIGNED on behalf of THE COMMONWEALTH OF AUSTRALIA by the  
Right Honourable WILLIAM McMAHON, the Prime Minister of  
the Commonwealth, in the presence of— } WILLIAM McMAHON

I. GRIGG

SIGNED on behalf of THE STATE OF WESTERN AUSTRALIA by the  
Honourable JOHN TREZISE TONKIN, the Premier of the State, } JOHN T. TONKIN  
in the presence of—

W. S. LONNIE