



ANNO SECUNDO

EDWARDI VII REGIS.

A.D. 1902.

No. 803.

An Act to provide for the construction of a Line of Railway from Oodnadatta, in the State of South Australia, to Pine Creek, in the Northern Territory, and for other purposes.

[Assented to, November 13th, 1902.]

BE it Enacted by the Governor, with the advice and consent of the Parliament of South Australia, as follows:

PART I.

PART I.

PRELIMINARY.

1. This Act may be cited for all purposes as "The Transcontinental Railway Act." Short title.

2. The Acts set forth in the First Schedule, together with the Acts amending the same, shall, so far as applicable, be incorporated with and form part of this Act. Incorporation with other Acts.

3. This Act shall be divided into Parts, as follows:— Division of Act into Parts.

PART I.—Preliminary:

PART II.—The Authority to Contract:

PART III.—Relating to Tenders:

PART IV.—The Contract and Construction:

PART V.—The Contractor's Duties:

PART VI.—Grant of Lands for Construction:

PART

*The Transcontinental Railway Act.—1902.***PART I.****PART VII.—Miscellaneous:****PART VIII.—The Palmerston and Pine Creek Railway.**

Definitions.

4. In this Act the terms set forth hereunder shall have the respective meanings set opposite to them—

“Commissioner”—The South Australian Railways Commissioner:

“The Engineer-in-Chief”—The Engineer-in-Chief of the South Australian State Railways:

“The Railway”—The railway to be constructed under the provisions of this Act and any part thereof, and the lands whereon the same is constructed or that may be used therewith, including all works, buildings, rolling-stock, machinery, and plant of every kind connected therewith, and, for the purposes of “The Lands Clauses Consolidation Act,” shall be deemed to be “The Undertaking” therein referred to:

“The contract” means the contract entered into between the Governor and any person, pursuant to the provisions of this Act, for the construction and maintenance of the railway:

“The contractor”—The person who contracts to construct the railway; and shall include “The Promoters of the Undertaking” under “The Lands Clauses Consolidation Act,” and “The Company” under the “Railway Clauses Consolidation Act”:

“The termini”—The present terminus of the railway at Oodnadatta and the present terminus of the Palmerston and Pine Creek Railway at Pine Creek:

“Land” shall mean land which the Governor may lawfully grant in fee simple and which is not subject to any lease or licence granted by or on behalf of the Crown, except pastoral leases.

PART II.**PART II.****THE AUTHORITY TO CONTRACT.**

Power to contract for construction.

5. The Governor is hereby authorised to contract, subject to the provisions of this Act, with any person for the construction of the railway in return for land to be granted to the contractor in manner hereinafter provided.

Route defined.

6. The route of the railway shall be as defined in the plan in the Second Schedule marked “Route of Proposed Railway,” or such alternative route as may be agreed upon; but in no case shall the length of the railway exceed one thousand two hundred miles.

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PART III.

PART III.

RELATING TO TENDERS.

7. The Commissioner shall, within three months after the passing of this Act, call for tenders by advertisement in the *Government Gazette* and in public newspapers in Australia, Great Britain, America, France, and Germany for the construction of the railway.

The Commissioner to call for tenders.

8. Tenders shall be forwarded to the Commissioner on or before a day to be named in the advertisement, not being later than eighteen months from the passing of this Act, and shall contain the following particulars:—

Tenders to contain certain particulars, and to be sent in within eighteen months from the passing of this Act.

- i. The quantity of land required by the tenderer for the construction of each mile of the railway:
- ii. The number of miles undertaken to be constructed in each year from each of the termini:
- iii. The time within which the tenderer undertakes to complete the construction of the railway:
- iv. Such other particulars as the Commissioner shall require.

9. Tenderers shall not be restricted to the route as defined in the plan in the Second Schedule, but they may tender for the construction of the railway by such other route as may be defined in the plan accompanying the tender.

Tenderer not limited to route as defined in the plan.

10. In the event of any tender being accepted, a plan of the railway as tendered for shall be deposited by the successful tenderer in the office of the Surveyor-General, and such plan shall be deemed to be the "original plan" within the meaning of "The Railway Clauses Consolidation Act."

Deposited plan to be deemed to be the "original plan."

11. Each tenderer shall deposit with the Commissioner a sum of Ten Thousand Pounds with his tender, which shall be returned to him in the event of his tender not being accepted, but which shall be absolutely forfeited to the Commissioner should the tenderer, in the event of his tender being accepted, fail or refuse to sign a contract under this Act in accordance with his tender.

Each tenderer to deposit Ten Thousand Pounds.

12. No tender shall be accepted in which the lands required to be granted shall exceed seventy-five thousand acres for each mile of the railway, exclusive of the land taken or used for the railway as provided by section 18.

Lands required not to exceed seventy-five thousand acres for each mile constructed.

13. The Governor may accept or refuse any tender.

Governor may accept or refuse any tender.

14. In the event of no tender being sent in or accepted within eighteen months from the passing of this Act, the Governor may at any time thereafter contract with any person for the construction of the railway upon the conditions allowed by this Act.

Governor may contract for construction at any time in absence of tender.

PART

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PART IV.

PART IV.

THE CONTRACT AND CONSTRUCTION.

Successful tenderer to sign contract and deposit Forty Thousand Pounds with the Commissioner.

15. The successful tenderer shall, within one month of the acceptance of his tender, sign the contract and deposit Forty Thousand Pounds with the Commissioner, which, together with the deposit of Ten Thousand Pounds previously paid, shall be held by the Commissioner as security for the faithful performance of the contract.

Plans, sections, &c., to be deposited and approved.

16. Before proceeding with the construction of any part of the railway, the contractor shall deposit in the office of the Engineer-in-Chief plans showing the line and levels of such part, and also all working plans, sections, specifications, and drawings for the construction thereof; and such plans, sections, specifications, and drawings shall be submitted to the Governor for his approval, and the contractor shall not proceed with the construction until such approval has been signified to him in writing by the Commissioner.

Deviation may be made.

17. The Governor may authorise deviations from the route as defined in the original plan.

Railway not to exceed two chains in width, subject to necessary requirements.

18. The lands to be taken or used for the railway shall not exceed two chains in width, except where the Engineer-in-Chief certifies that a greater width is necessary for—

- i. Affording an approach to the railway; or
- ii. Affording room for rolling-stock to turn, remain, or pass; or
- iii. Raising embankments for crossing valleys or low grounds; or
- iv. Cutting through high ground; or
- v. Erecting fixed or permanent machinery stations, or other structures or buildings; or
- vi. Excavating, removing, or depositing earth or other materials; or
- vii. Any other purpose connected with the construction or maintenance of the railway.

Railway to be commenced from both termini.

19. Unless otherwise allowed by the Commissioner, the construction of the railway shall be simultaneously commenced and continuously carried on from each of the termini, in unbroken lines, until completed.

The line to be supervised by the Engineer-in-Chief.

20. The railway shall be constructed of sound material, subject from time to time at all points of construction to the supervision and approval of the Engineer-in-Chief, or of any officer duly authorised by the Governor in that behalf.

Gauge of railway.

21. The gauge of the railway shall be three feet six inches.

22. The

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PART IV.

22. The rails and fastenings shall be of steel, and the rails shall be of a weight of not less than sixty pounds to the yard.

Rails to be not less than sixty pounds to the yard.

23. The motive power of the railway shall be steam, or such other power as may at any time be approved by the Governor.

Motive power to be steam.

24. Not less than two hundred miles of the railway shall be constructed within two years after the signing of the contract, and not less than one hundred miles in any one year thereafter, and the railway shall be completed and opened for public traffic within eight years after the signing of the contract.

Mileage to be constructed each year; and time allowed for completion.

PART V.

PART V.

THE CONTRACTOR'S DUTIES.

25. The contractor shall continuously after the completion of the railway provide a train for goods and passengers, which shall run once in each week the whole distance from each of the termini to the other, and which shall travel at a rate of not less than twenty miles in each hour, including stoppages.

One train each week to be run at not less than twenty miles each hour.

26. The contractor shall at all times during and after the construction of the railway—

(a) Convey upon the railway free of charge all Members of the South Australian Parliament, and also all persons authorised by the Commissioner who are engaged in connection with the railway, together with their necessary luggage, stores, and equipments:

The contractor to convey Members of Parliament and Government employés free.

(b) Keep the railway in good and efficient repair and working condition to the satisfaction of the Engineer-in-Chief:

Keep railway in repair.

(c) Comply with all reasonable requirements of the Engineer-in-Chief:

Comply with requirements of Engineer-in-Chief.

(d) Comply with all the requirements of the contract and of this Act.

Comply with Act and contract.

27. Except with the approval of the Governor, the charges per mile for the carriage of goods and passengers on the railway shall never at any time exceed the rates per mile being charged on the South Australian Railways from Port Augusta to Oodnadatta.

Scale of charges.

28. If the contractor shall fail or neglect to carry out any requirement of the contract or of this Act, the Commissioner may give four months' written notice to the contractor to begin, carry on, or complete any of the matters so required to be begun, carried on, or completed; and if at the expiration of the time specified in such notice the works and matters therein required to be done are

Railway and deposit liable to forfeiture.

not

*The Transcontinental Railway Act.—1902.***PART V.**

not so begun, carried on, or completed, the Governor may, by Proclamation, cancel the contract, and the deposit of Fifty Thousand Pounds hereinbefore mentioned, together with the railway, shall thereupon be absolutely forfeited to the Governor.

Repairs to be effected.

29. Where notice has been given to the contractor by the Engineer-in-Chief for the doing of any repair or work on or about the railway, and the same has not been done or efficiently done, the Governor may do and complete the repairs necessary to be done, and all costs and charges connected therewith shall be recoverable from the contractor in any Court having jurisdiction for the amount claimed.

Where line unsafe traffic to be suspended.

30. When the railway has been certified to the Governor by the Engineer-in-Chief as being unsafe for public traffic at any place, the Governor may, by Proclamation, prohibit the continuance of public traffic over the railway until it has been certified safe for traffic by the Engineer-in-Chief.

Effectual service of notices.

31. Before proceeding with the construction of the railway the contractor shall furnish the Commissioner with the name of some person on whom any notice to the Contractor under this Act may be served, and all notices addressed and posted or delivered to such person at Adelaide, South Australia, shall for all purposes be deemed to be good and effectual service of the same upon the Contractor.

PART VI.**PART VI.****GRANT OF LANDS FOR CONSTRUCTION.**

Contractor entitled to grant of lands for every mile of railway constructed.

32. For every mile of railway constructed the contractor shall be entitled, subject to the provisions of this Act, to a grant in fee simple of the land to which he is entitled under the contract, together with all gold, metals, and minerals thereon and thereunder: Provided that no grant of land shall be made for any portion of the railway which is less than forty miles in length.

Conditions governing grant and selection of land.

33. The land to be granted to the contractor shall be in blocks situated alternately on either side of the railway, and—

- I. Each block shall be as nearly as practicable in the shape of a parallelogram having a width of twenty miles and running true east and west:
- II. Each block shall abut upon a completed portion of the railway, except where that is impracticable owing to intervening land not available for selection or not selected by the contractor, in which case the block shall abut upon such last-mentioned land:
- III. No block shall be wholly or partly within the same latitude as any other block.

34. When

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34. When each forty miles of the railway is completed, but not before, the contractor shall be entitled to select, and shall select, the land to which he is entitled for such completed portion.

PART VI.

Contractors may select land as portion of line finished.

35. The contractor shall bear the cost of surveying the land selected, and as soon as possible after survey he shall have issued to him land grants for the land to which he is entitled.

Fee simple to be granted to contractors on completion.

36. The contractor shall, if the railway be constructed and opened, have granted to him in fee simple the land whereon the railway is constructed, together with any land certified by the Engineer-in-Chief as being required under section 18.

Fee simple of railway to be granted when railway opened.

37. The following land shall not be available for selection by the contractor:—

Lands excepted from selection.

- i. All land situate south of the latitude of the present terminus of the railway at Oodnadatta and north of the latitude of the present terminus of the Palmerston and Pine Creek railway at Pine Creek:
- ii. Lands included in any proclaimed hundred or township:
- iii. Lands included in any goldfield proclaimed before the coming into operation of this Act:
- iv. The land on which the Overland Telegraph Line is erected for a width of three chains on each side of such line, together with all lands heretofore reserved and dedicated for the use and purposes of the Overland Telegraph Department:
- v. The lands on which telegraph offices are erected and land used in connection therewith:
- vi. Land which the Commonwealth has the right to acquire under section 85 of the Commonwealth of Australia Constitution Act:
- vii. The beds of all navigable rivers, all water reserves, and aboriginal and travelling stock reserves:
- viii. The land on which any buildings the property of the Crown are situated and any fenced land used in connection therewith:
- ix. All public roads.

38. The Governor may at any time resume possession of any portion of the land granted to the contractor which may be reasonably required for roads and travelling stock reserves; but no land for stock reserves shall be taken within ten miles of the railway without the consent of the contractor or his successors in title without being liable to pay compensation therefor to the contractor or to his successors in title.

Governor may resume land for public roads and travelling stock reserves.

39. Land

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Land under pastoral lease may be selected.

39. Land selected by the contractor which is under pastoral lease shall be taken by him subject to such lease; but he shall have power to enter upon the same with all necessary agents for the purpose of making a survey thereof without being liable for trespass.

Contractor to be paid rent proportionate to the area selected.

40. When any land selected forms part of a pastoral lease the contractor shall be paid by the Commissioner annually a share of the rent reserved by the lease proportionate to the area so selected; but the Governor shall at all times exercise the powers reserved by the lease to the lessor over the whole of the land included in the lease.

Grants to be issued subject to this part of the Act.

41. Grants for land which is selected while under pastoral lease shall be issued subject to this part of this Act.

PART VII.

PART VII.

MISCELLANEOUS.

Contractor entitled to running powers over other lines on terms.

42. Subject to the approval of the Governor the contractor shall be entitled to running powers over any railways belonging to the State directly connected with the railway on terms to be fixed by the Commissioner.

Extension of time.

43. The Governor may extend the time for doing or completing any act, matter, or thing required or contracted to be done under the provisions of this Act.

On opening of the railway deposit to be returned.

44. On the completion and opening of the railway the contractor shall have refunded to him his deposit, and shall in the meantime receive interest thereon annually at the rate of Three Pounds per centum per annum.

No taxes to be paid by the contractor for ten years.

45. No taxes shall be imposed by the State of South Australia on any of the lands granted pursuant to this Act for a period of ten years after the granting of the fee simple thereof.

Contractor to pay compensation.

46. The Contractor shall pay all compensation payable to any person whomsoever, or to the Commonwealth of Australia, in connection with the construction and working of the railway.

Governor may purchase the railway.

47. It shall be lawful for the Governor, at any time after the completion of the railway, to purchase and acquire the same from the contractor; and the contractor is hereby required to sell the same to the Governor, and the purchase-money payable therefor shall be fixed by arbitration.

If Northern Territory, or any part thereof, transferred to the Commonwealth railways to vest in such Commonwealth.

48. If at any time hereafter the Northern Territory, or any part thereof, shall be transferred to the Commonwealth of Australia, then the Governor-General of the Commonwealth shall have all the powers and rights of the Governor under this Act in regard to such portion

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portion of the railway as is situated in the Northern Territory or in regard to any part so transferred; and such officers as may be appointed by him shall have and exercise the powers conferred upon the Commissioner and the Engineer-in-Chief, respectively, by this Act.

PART VII.

49. All matters in dispute between the parties to the contract relating to the construction of this Act, or as to any matter arising out of the contract, shall be decided by arbitration.

Matters in dispute to be referred to arbitration.

PART VIII.

PART VIII.

THE PALMERSTON AND PINE CREEK RAILWAY.

50. The contractor may at any time, after six months' notice to the Commissioner, purchase the Palmerston and Pine Creek Railway, with all the rolling-stock thereon, at a sum to be fixed by arbitration.

Contractors may purchase Palmerston to Pine Creek Railway.

51. Should the contractor purchase the Palmerston and Pine Creek Railway, it shall thenceforth form part of the railway authorised to be constructed by this Act, and shall be subject to all the provisions of this Act which apply to the inspection, supervision, maintenance, management, and purchase of the railway.

Palmerston and Pine Creek Railway subject to provisions of this Act.

52. The Palmerston and Pine Creek Railway heretofore referred to shall, for all purposes, be deemed to be the railway authorised to be made and maintained pursuant to "The Palmerston and Pine Creek Railway Act, 1883."

The Palmerston and Pine Creek Railway defined.

In the name and on behalf of His Majesty, I hereby assent to this Bill.

S. J. WAY, Lieutenant-Governor.

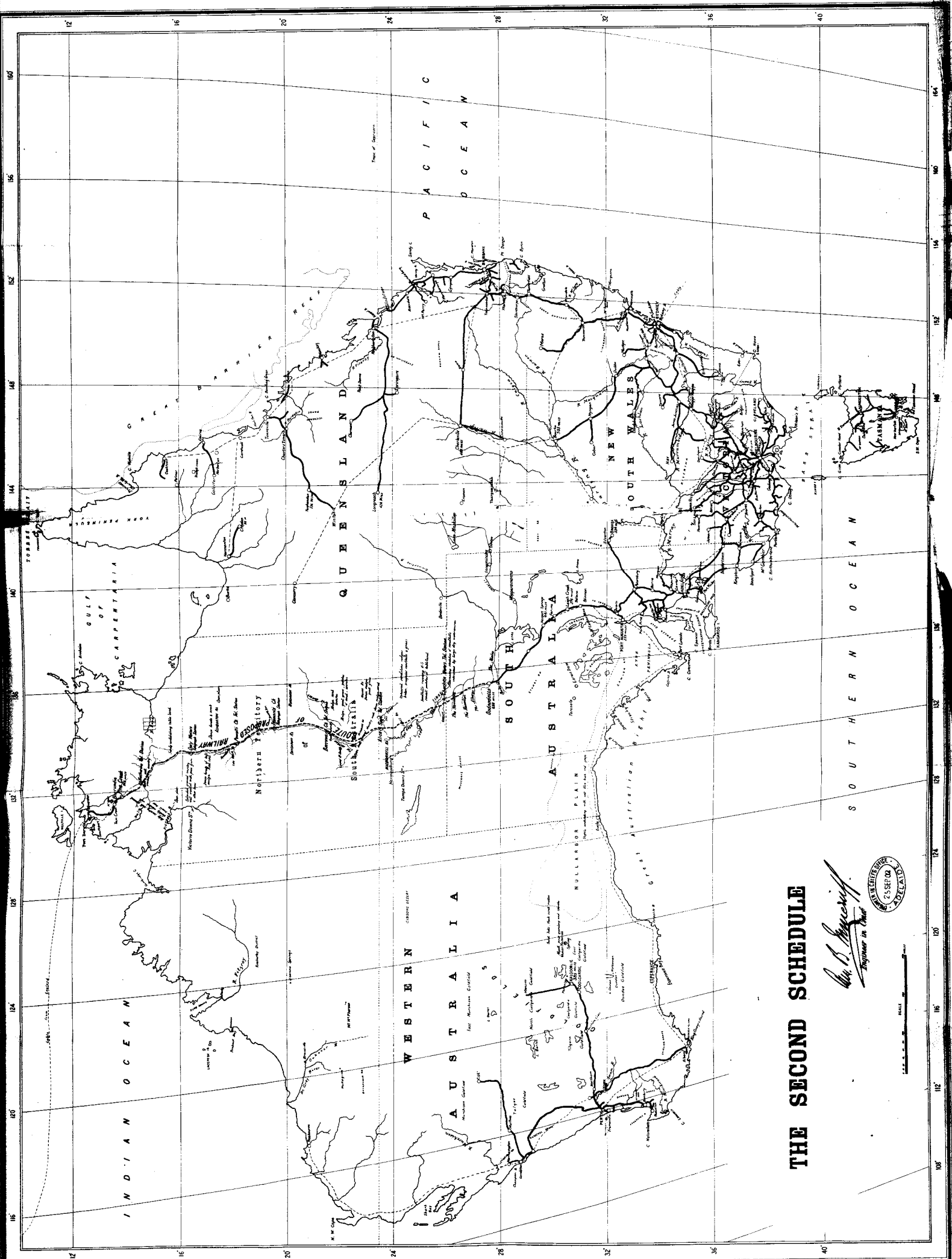
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THE FIRST SCHEDULE.

“The Land Clauses Consolidation Act.”

“The Railway Clauses Consolidation Act,” except thereout sections CXLIV. to CXLVI. both inclusive.

THE



THE SECOND SCHEDULE

Wm. B. Mackay
Proprietor in Charge

