

RAILWAYS STANDARDIZATION AGREEMENT ACT, 1949-1974

SUMMARY OF PROVISIONS

Section

- 1 Short title.
- 2 Definition.
- 3 Repeal.
- 4 Approval of agreement.
- 5 Power to carry out standardization works.
- 6 Finance.
- 7 Regulations.

THE SCHEDULE

RAILWAYS STANDARDIZATION AGREEMENT (SOUTH AUSTRALIA)

PART I—PRELIMINARY

Clause

- 1 Definitions.
- 2 Ratification of agreement.
- 3 Decision in default of agreement between the parties.
- 4 Inspection.

PART II—WORKS FOR THE STANDARDIZATION OF RAILWAY GAUGES

- 5 Works to be executed.
- 6 Undertakings involved in or incidental to conversion.
- 7 Betterments, variation of types, and replacement of locomotives.
- 8 Consent by the State to construction of railways by Commonwealth.
- 9 Order of works.
- 10 Standards, plans and designs.
- 11 Commencement and execution of works.
- 12 Disposal of replaced assets.
- 13 Ownership of new locomotives and rolling stock.

PART III—FINANCE

- 14 Liability for cost of works.
- 15 Cost of betterment and certain replacements.
- 16 Provision of funds and State contributions.
- 17 Payments from Loan Fund.
- 18 Annual budgets.
- 19 Audit.
- 20 Accounts and records.

PART IV—SUPPLEMENTARY PROVISIONS

- 21 Works to be undertaken by the Commonwealth.
- 22 Cost of works undertaken by the Commonwealth.
- 23 (Rescinded).

RAILWAYS STANDARDIZATION AGREEMENT ACT, 1949-1974¹

being

Railways Standardization Agreement Act, 1949, No. 49 of 1949 [Assented to 1st December, 1949];

as amended by

Railways Standardization Agreement (Cockburn to Broken Hill) Act, 1968, No. 19 of 1968 [Assented to 28th November, 1968];

and

Tarcoola to Alice Springs Railway Agreement Act, 1974, No. 104 of 1974 [Assented to 5th December, 1974].

An Act to approve of an agreement between the Commonwealth and the State in relation to the standardization of certain railways, and for other purposes.

BE IT ENACTED by the Governor of the State of South Australia, with the advice and consent of the Parliament thereof, as follows:

1. This Act may be cited as the "Railways Standardization Agreement Act, 1949-1974¹". Short title.

2. In this Act "the Agreement" means the agreement set out in the Schedule to this Act: Provided that, if the date of that agreement is altered by consent of the parties, "the agreement" shall mean that agreement as so altered. Definition.

3. The Railways Standardization Agreement Act, 1946, is repealed. Repeal.

4. The Agreement is hereby approved. Approval of agreement.

5. (1) The South Australian Railways Commissioner² may execute all such works, construct or purchase all such locomotives, rolling stock, and equipment and do and execute all such other acts and things as are required in order to carry out and complete the standardization works mentioned in the Agreement. Power to carry out standardization works.

(2) The money required for the purposes mentioned in subsection (1) of this section shall be paid out of money voted by Parliament for those purposes.

6. The Treasurer shall, out of the general revenue of the State, make the payments to the Commonwealth which the Agreement requires the State to make. This Act, without further appropriation, shall be sufficient authority for making those payments. Finance.

¹ Short title altered pursuant to s. 7 (1) (a) of the Acts Republication Act, 1967, as amended.

² For interpretation of reference to the South Australian Railways Commissioner, if appropriate, see now s. 6 (4) and (5) of Railways Act, 1936-1975.

Regulations.

7. The Governor may make regulations prescribing any matters necessary or convenient to be prescribed for carrying out the Agreement.

THE SCHEDULE

RAILWAYS STANDARDIZATION AGREEMENT (SOUTH AUSTRALIA)

AGREEMENT made the twentieth day of October one thousand nine hundred and forty-nine between the Commonwealth of Australia of the first part and the State of South Australia of the second part:

WHEREAS there are differences between the gauges of the railway lines of the parties:

AND WHEREAS, in order to assist in the defence and development of Australia, to facilitate interstate trade and commerce and to secure maximum efficiency and economy in railway operation, it is desirable to secure a uniform track gauge throughout the railway systems in Australia:

AND WHEREAS it is desirable, as part of the process of securing such uniform track gauge throughout the railway systems in Australia, that the railways of the State of South Australia be converted to standard gauge.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:—

PART I—PRELIMINARY

Definitions.

1. (1) In this agreement, unless the context otherwise requires—

“betterment” means the provision of capacity or equipment in excess of appropriate standards to be fixed under this Agreement and which, although not essential to or necessary for a standardization work, may conveniently or desirably be provided in conjunction with such work:

“existing”, in relation to locomotives, rolling stock, or the capacity thereof, means existing at the time of the replacement or conversion of such locomotives or rolling stock:

“party” means party to this Agreement:

“standard gauge” means a gauge of four feet eight and one-half inches:

“standardization work” means any work and undertaking included in clauses 5 and 21 of this Agreement:

“the Commonwealth” means the Commonwealth of Australia:

“the Loan Fund” means the head of the Loan Fund of the Commonwealth styled “Standardization of Australian Railway Gauges” and specified in the Loan Acts under the authority whereof moneys are raised by the Commonwealth for the purposes of this Agreement:

“the Minister” means the Commonwealth Minister of State for Transport:

“the State” means the State of South Australia.

(2) Where in this Agreement any Minister is referred to, that reference shall be deemed to include any Minister for the time being acting for or on behalf of that Minister or any Minister appointed in substitution for that Minister.

Ratification of agreement.

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 of the State.

(2) Each party agrees to take every practicable step to have this Agreement approved by its Parliament without restrictions or amendments as soon as possible.

(3) Each party, so far as its power extends, agrees to provide for and secure the execution and enforcement of this Agreement and of any legislation by which it is approved.

Decision in default of agreement between the parties.

3. Where a matter is required by this Agreement to be determined by agreement between the parties and the parties fail to reach agreement, the matter shall be decided by the Minister in agreement with the Minister of Railways of the State.

Inspection.

4. The State shall permit any person thereto authorized by the Minister to enter upon and inspect any standardization work being carried out by the State and to inspect any plans, designs, accounts, records or documents relating to any work specified in clause 5 of this Agreement.

PART II—WORKS FOR THE STANDARDIZATION OF RAILWAY GAUGES

Works to be executed.

5. The State shall carry out or execute, in accordance with the terms and conditions of this Agreement, the following works and undertakings, namely:—

(a) Conversion to standard gauge of the entire South Australian 5ft. 3in. gauge system and of the 3ft. 6in. gauge lines of the South-Eastern division, the conversion to standard gauge of existing locomotives and rolling stock suitable for conversion, and the construction of standard gauge locomotives and rolling stock to the extent necessary

to replace the existing capacity of all units unsuitable for conversion to standard gauge.

(b) Conversion to standard gauge of the 3ft. 6in. gauge lines of the Peterborough Division of the South Australian Railways, the conversion to standard gauge of existing locomotives and rolling stock suitable for conversion, and the construction of standard gauge locomotives and rolling stock to the extent necessary to replace the existing capacity of all units unsuitable for conversion to standard gauge.

(c) The provision of terminal facilities rendered necessary by the conversion of any line specified in the foregoing provisions of this clause.

6. The works to be carried out or executed under the last preceding clause shall include the purchase, construction and/or conversion of land, railway lines, structures, buildings, workshops, plant, locomotives, rolling stock and all matters and things which are essential to the establishment and/or operation of standard gauge lines of railway over the sections and routes set out in the last preceding clause, but not including—

Undertakings involved in or incidental to conversion.

(a) operation or maintenance of railways; or

(b) betterments.

7. (1) Betterments may be carried out in conjunction with the works specified in clause 5 of this Agreement.

Betterments, variation of types, and replacement of locomotives.

(2) The State may replace existing locomotives, rolling stock, or other assets, by locomotives, rolling stock or other assets of different types or kinds.

(3) For the purpose of facilitating standardization of locomotive design and construction, any locomotives provided to replace existing locomotives, and having a capacity of not more than ten per centum in excess of the capacity of the existing locomotives, shall be deemed to be of equal capacity to the existing locomotives and such excess capacity shall not be regarded as betterment.

8. The State hereby consents to the carrying out by the Commonwealth of any works which the Commonwealth is under this Agreement required to carry out in the conversion of its own railways within the territory of that State.

Consent by the State to construction of railways by Commonwealth.

9. (1) Any question arising as to the order in which the standardization works shall be carried out shall be determined by agreement between the parties.

Order of works.

(2) Any question arising as to the time at which any standardization works shall be commenced by any party shall be determined by agreement between the parties.

10. (1) The parties or their nominees shall, in collaboration and agreement with each other, establish and publish common standards of design and construction in all matters and things essential to the establishment of standard gauge railways and to the safe and efficient operation of interchange traffic including locomotives and all classes of rolling stock over the unified railways of Australia.

Standards, plans, and designs.

(2) Each party shall—

(a) prepare all preliminary plans and final designs and estimates for all works to be carried out by it pursuant to this agreement; and

(b) incorporate in all such plans, designs and estimates the standards of design and construction established under this agreement.

11. A party shall not incur any expenditure debitable under this agreement to the Loan Fund until the Minister has given the party written authority to incur that expenditure.

Commencement and execution of works.

12. The value of the whole or part of any asset owned by the State which is replaced by a new asset at the cost of the Loan Fund shall be determined from time to time by agreement between the parties and credited to the Loan Fund.

Disposal of replaced assets.

Provided that this clause shall not require the credit to the Loan Fund of the value of any locomotives and rolling stock unsuitable for conversion to standard gauge and retained by the State for use on its own system.

13. New locomotives and rolling stock, the cost of which is borne as provided in clause 14 of this Agreement, shall be the property of the State of South Australia.

Ownership of new locomotives and rolling stock.

PART III—FINANCE

14. (1) Seven-tenths of the cost of the standardization works set out in clause 5 of this Agreement shall be borne by the Commonwealth and three-tenths of such cost shall be borne by the State.

Liability for cost of works.

(2) For the purposes of this clause the cost of any work shall be deemed to include the administrative expenses necessary or incidental to the carrying out of that work, and such expenses shall be apportioned between the parties in the manner specified in this clause in respect of that work.

Cost of betterment and certain replacements.

15. The cost of any betterment, and any increased cost caused by any replacement of the kind mentioned in subclause (2) of clause 7 of this agreement, shall not be debited to the Loan Fund but shall be borne by the State concerned.

Provision of funds and State contributions.

16. (1) The Commonwealth shall provide all funds required to carry out the standardization works specified in this Agreement.

(2) The State shall, in respect of so much of the expenditure by the Commonwealth under clause 14 of this Agreement in any financial year (in this clause called the year of expenditure) as is to be borne by the State, pay to the Commonwealth from revenue during the period of fifty years after the year of expenditure, equal annual contributions of such amounts as will liquidate the expenditure so to be borne by the State together with interest on the amount of that expenditure outstanding at the end of each financial year.

For this purpose the rate of interest shall be the rate of interest which is paid by the Commonwealth on the loan from which the expenditure was financed.

(3) From each annual contribution to be made by the State calculated in accordance with subclause (2) of this clause there shall be deducted an amount equivalent to Five Shillings per centum of so much of the cost of standardization works incurred by the Commonwealth under this agreement in the year of expenditure as is pursuant to clause 14 of this Agreement to be borne by the State.

Payments from Loan Fund.

17. (1) Moneys provided by the Commonwealth from the Loan Fund shall be used for—

- (a) Meeting all expenditure incurred in carrying out the standardization works;
- (b) making refunds to the State of any expenditure incurred by it before the execution of this Agreement in planning or preparing for the standardization works or in carrying out any work which the parties agree to treat as a standardization work; and
- (c) any damages, compensation or other expense arising out of or incidental to the execution of a standardization work.

(2) No payment shall be made out of the Loan Fund except on the written authority of the Minister.

Annual budgets.

18. Each party shall prepare annual budgets of all estimated expenditure under this Agreement.

Audit.

19. All accounts in connection with the standardization works shall be subject to audit by the Auditor-General for the Commonwealth.

Accounts and records.

20. Each party shall—

- (a) keep full accounts and records of all financial transactions, work done and stores bought, used or disposed of, in connection with the standardization works; and shall furnish to the Minister periodical reports and such details as he requires; and
- (b) permit the Auditor-General for the Commonwealth or of the State to inspect such accounts and records.

PART IV—SUPPLEMENTARY PROVISIONS

Works to be undertaken by the Commonwealth.

21. The Commonwealth shall undertake—

Para. (a) rescinded by 104, 1974, Sched. cl. 6 (c).

* * * * *

(b) the construction of a new standard gauge railway from Alice Springs to Birdum and the construction of the standard gauge locomotives and rolling stock necessary to operate this line; and

(c) the conversion to standard gauge of the 3ft. 6in. gauge Commonwealth Railway line from Birdum to Darwin, the conversion to standard gauge of existing locomotives and rolling stock suitable for conversion and the construction of standard gauge locomotives and rolling stock to the extent necessary to replace the existing capacity of all units unsuitable for conversion to standard gauge.

Cost of works undertaken by the Commonwealth.

22. The Commonwealth shall bear the cost of carrying out the works specified in the last preceding clause.

Cl. 23 struck out by 19, 1968, s. 7 (1) and Sched. cl. 23 thereof.

* * * * *

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

Signed by the Prime Minister of the Commonwealth of Australia for and on behalf of the said Commonwealth in the presence of—	}	J. B. CHIFLEY.
E. J. WARD.		
Signed by the Premier of the State of South Australia for and on behalf of the said State in the presence of—	}	T. PLAYFORD.
A. W. PAUL.		
