
PORT AUGUSTA TO PORT PIRIE RAILWAY.

No. 72 of 1935.

An Act to approve an Agreement made between the Commonwealth and the State of South Australia; to provide for the Extension of the Trans-Australian Railway by the Construction of a Railway from Port Augusta to Port Pirie in the State of South Australia; and for other purposes.

[Assented to 9th December. 1935.]

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

PART I.—PRELIMINARY.

Short title.

1. This Act may be cited as the *Port Augusta to Port Pirie Railway Act 1935*.

2. Part I. of this Act shall commence on the day on which this Act receives the Royal Assent, and the remaining Parts shall commence on such dates as are respectively fixed by Proclamation : Commencement.

Provided that a Proclamation under this section shall not issue in respect of Part III. of this Act unless and until the State has given the consent required under the Constitution for the construction of the Railway.

3. This Act is divided into Parts as follows :— Parts.

Part I.—Preliminary.

Part II.—Approval of Agreement.

Part III.—Construction of Railway.

Part IV.—Miscellaneous.

4. In this Act, unless the contrary intention appears— Definitions.

“the Agreement” means the Agreement made between the Commonwealth and the State (a copy of which Agreement is set forth in the First Schedule to this Act);

“the State” means the State of South Australia.

PART II.—APPROVAL OF AGREEMENT.

5. The Agreement is approved. Approval of Agreement.

PART III.—CONSTRUCTION OF RAILWAY.

6. In this Part, unless the contrary intention appears— Definitions.

“the Commissioner” means the Commonwealth Railways Commissioner appointed under the *Commonwealth Railways Act 1917-1925*;

“the Railway” means the Railway authorized by this Act;

“the Trans-Australian Railway” means the Railway from Kalgoorlie to Port Augusta.

7. The Commissioner shall, subject to this Part and to the *Commonwealth Railways Act 1917-1925*, extend the Trans-Australian Railway by the construction of a Railway from Port Augusta to Solomontown, a suburb of Port Pirie, in the State of South Australia. Power to construct Railway.

8. The maximum cost of the Railway, inclusive of rolling-stock, shall not exceed Six hundred and twenty-five thousand pounds. Cost of Railway.

9. The route of the Railway shall be as described in the Second Schedule to this Act, but the Commissioner may make such deviations, not exceeding one and a half miles on either side of the route, as are, in his opinion, necessary or reasonable for the better construction and working of the Railway. Route of Railway.

10. The gauge of the Railway shall be four feet eight and a half inches. Gauge of line.

11. Notwithstanding anything contained in the *Commonwealth Railways Act 1917-1925*, the Commissioner may, subject to the Agreement, appoint all such persons as he thinks necessary for the Appointment of officers, &c.

purposes of the construction of the Railway or the working of the Railway before it has been declared open for traffic, and may, subject to the Agreement, authorize the employment of any persons for those purposes, and may pay to persons so appointed or employed such salaries or wages as he thinks fit.

Acquisition
of land for
purposes of
Railway.

12. The provisions of section sixty-three of the *Commonwealth Railways Act 1917-1925* shall apply in relation to the acquisition of land for the purposes of the Railway.

Wages and
conditions of
employment.

13.—(1.) In any contract relating to the construction of the railway, provision shall be made—

- (a) for the payment by the contractor of not less than the prescribed minimum rates of wages ;
- (b) for the observance of the prescribed conditions of employment, and
- (c) for the recovery of penalties for non-payment of the prescribed rates of wages or for non-compliance with the prescribed conditions of employment.

(2.) In this section, the prescribed minimum rates of wages and the prescribed conditions of employment mean the standard rates and conditions prescribed by any industrial authority of the Commonwealth, and, in the absence of any such standard rates and conditions applicable to the case, mean the standard rates paid, and the conditions of employment obtaining, in the locality in which the work is performed.

Issue and
application of
£625,000.

14. There shall be issued and applied out of the proceeds of any loan raised under the authority of any Loan Act the sum of Six hundred and twenty-five thousand pounds for the purposes of—

- (a) the payment of the cost of the railway ; and
- (b) the purchase of rolling stock.

PART IV.—MISCELLANEOUS.

Appropriation.

15. The Consolidated Revenue Fund is hereby appropriated for the purposes of this Act to the extent necessary for the purpose of carrying out clause six of the Agreement on the part of the Commonwealth.

Repeal.

16. The *Port Augusta to Red Hill Railway Act 1930* and the *Port Augusta to Red Hill Railway Act 1935* are repealed.

Citation of
Commonwealth
Grants Com-
mission Act.

17. The *Commonwealth Grants Commission Act 1933*, as amended by this Part, may be cited as the *Commonwealth Grants Commission Act 1933-1935*.

Functions of
Commission.

18. Section nine of the *Commonwealth Grants Commission Act 1933* is amended by adding at the end thereof, the following subsection :—

“(2.) The Commission shall, in connexion with any application or matter relating to the State of South Australia which is dealt with by the Commission in pursuance of this section, take into consideration

any claim submitted to the Commission by the State for the payment by the Commonwealth of any sum, additional to the sums payable under clause six of the Agreement between the Commonwealth and the State (a copy of which Agreement is set forth in the First Schedule to the *Port Augusta to Port Pirie Railway Act 1935*), in respect of the matter specified in paragraphs (a) to (c) of that clause."

THE SCHEDULES.

THE FIRST SCHEDULE.

AN AGREEMENT made this twenty-ninth day of November One thousand nine hundred and thirty-five BETWEEN the COMMONWEALTH OF AUSTRALIA (hereinafter called "the Commonwealth") of the one part and THE STATE OF SOUTH AUSTRALIA (hereinafter called "the State") of the other part WHEREAS an Agreement was made between the Commonwealth and the State on the eighteenth day of September One thousand nine hundred and twenty-five (hereinafter called "the principal Agreement") whereby it was agreed *inter alia* that the Commonwealth would at its own expense construct a railway on a 4' 8½" gauge from Port Augusta to Red Hill and that the State would at the expense of the Commonwealth lay a third rail on the existing State railway between Red Hill and Adelaide so that there would at the time of the completion of the railway from Port Augusta to Red Hill (hereinafter called "the said railway") be a continuous railway on a 4' 8½" gauge from Port Augusta to the Central Railway Station in Adelaide and that the Commonwealth would at the expense of the State during the construction of the said railway lay from a point near Port Pirie to Red Hill a third rail on the said railway so that there would be a continuous railway on a 5' 3" gauge from Adelaide to the said point near Port Pirie AND WHEREAS upon further consideration the Commonwealth and the State are satisfied that it is desirable that in lieu of the scheme of railway construction provided for in clauses 5, 6 and 7 of the principal Agreement the scheme of railway construction hereinafter provided for should be carried out NOW THEREFORE IT IS HEREBY AGREED between the parties hereto as follows:—

1.—(1) The Commonwealth undertakes that it will immediately introduce into and take all reasonable steps to have enacted by the Parliament of the Commonwealth legislation authorizing this Agreement to be performed by the Commonwealth.

(2) The State undertakes that it will immediately introduce into and take all reasonable steps to have enacted by the Parliament of the State legislation authorizing this Agreement to be performed by the State.

2.—(1) EXCEPT as hereinbefore provided this Agreement shall not have any force or effect or be binding on either party unless and until—

(a) it is approved by the Parliament of the Commonwealth and the Parliament of the State; and

(b) the State has given the consent required under the Commonwealth of Australia Constitution Act for the construction in the State of the railway which under this Agreement is to be constructed by the Commonwealth.

(2) When granting its approval and consent the State shall by legislation authorize the Commonwealth and the Commonwealth Railways Commissioner to exercise for the purpose of the construction and working of the railway hereinafter defined as "the Commonwealth railway" at least all the powers and privileges held or exercisable by the State and/or the South Australian Railways Commissioner in or under the Statutes relating to Railways in force in the State to the same extent as if that railway were to be constructed and worked by the State or the South Australian Railways Commissioner.

3.—(1) The Commonwealth will at its own expense construct a railway on a 4' 8½" gauge from Port Augusta to Solomontown, a suburb of Port Pirie, which railway (hereinafter referred to as "the Commonwealth railway") shall be operated and maintained by the Commonwealth Railways Commissioner as an integral part of the Commonwealth Railways.

(2) The route of the Commonwealth railway shall be as set out in the First Schedule to this Agreement.

4.—(1.) The State will at its own expense during the construction of the Commonwealth railway construct a railway on a 5' 3" gauge from Red Hill to Port Pirie (hereinafter referred to as "the State railway") to meet the Commonwealth railway at Solomontown aforesaid, which State railway shall be operated and maintained by the South Australian Railways Commissioner as an integral part of the South Australian railways.

(2) The route of the State railway shall be as set out in the Second Schedule to this Agreement.

5.—(1) THE Commonwealth will commence to construct the Commonwealth railway within six months after the approval and consent mentioned in clause 2 hereof are given.

(2) The State will complete the State railway by the time of completion of the Commonwealth railway or by the thirtieth day of June One thousand nine hundred and thirty-seven, whichever date is the later.

6. THE Commonwealth will pay to the State as a contribution towards reimbursing the State—

(a) for the cost of the State railway ;

(b) for the State's loss of railway revenue (if any) on other railways of the State due to the construction of the railways agreed by clauses 3 and 4 of this Agreement to be constructed ; and

(c) for additional expense or loss (if any) to which the State is put in carrying out this Agreement,

the sum of Twenty thousand pounds (£20,000) per annum for twenty years, such sum to be paid by equal half-yearly payments, the first of such payments to be made within one month after the first day upon which the Commonwealth railway and the State railway are open for public traffic.

7.—(1) THE payments agreed to be made by the Commonwealth to the State under the last preceding clause shall not prejudice the submission from time to time by the State to the Commonwealth Grants Commission of any claim which the State considers that it has against the Commonwealth to the payment of any additional sum in respect of the matters specified in paragraphs (a) to (c) of the last preceding clause and that Commission shall taken any such claim into consideration in connexion with any application or matter relating to the State which is dealt with by the Commission in pursuance of section nine of the *Commonwealth Grants Commission Act 1933*.

(2) In the event of the powers at present possessed by the Commonwealth Grants Commission or powers substantially corresponding thereto being conferred upon any other body, references in the last preceding sub-clause to the Commonwealth Grants Commission and to the provisions of the *Commonwealth Grants Commission Act 1933* shall be read respectively as references to that other body and to the corresponding provisions of the Act conferring powers on that body.

8. THE Commonwealth and the State agree that their respective Railways Commissioners will co-operate—

(a) to provide adequate services at reasonable times for the purpose of shortening as much as possible the period of transit of passengers by rail between Kalgoorlie and Serviceton ; and

(b) to ensure that passengers en route to either of those places and travelling or booked to travel in sleeping carriages (and, as far as practicable, passengers travelling or booked to travel otherwise than in sleeping carriages) on the express train running between Adelaide and Melbourne shall not be obliged to change carriages elsewhere than at Port Pirie.

9.—(1) THE Commonwealth will construct at Port Pirie, at its own expense, such buildings and other facilities as are required exclusively for the Commonwealth railway, and the State will construct at Port Pirie at its own expense such facilities as are required exclusively for the State railway.

(2) The State will construct at Port Pirie such buildings and other facilities for the joint use of the Commonwealth railway and the State railway as are agreed upon by the Commonwealth Railways Commissioner and the South Australian Railways Commissioner and such buildings and other facilities are in this Agreement referred to as " the transfer yards ".

(3) The site of the transfer yards shall be fixed by agreement between the Commonwealth Railways Commissioner and the South Australian Railways Commissioner.

(4) The cost of construction of the transfer yards, in so far as they consist of the passenger transfer platform and buildings thereon, shall be shared between the Commonwealth and the State in equal proportions :

Provided that, if at any time the State Railways Commissioner uses the passenger transfer platform and buildings thereon for local traffic as well as for through traffic, the cost of construction of the transfer yards, in so far as they consist of the passenger transfer platform and buildings thereon, shall, to the extent of the interest on such cost, be shared (as from the commencement of such use) by the Commonwealth and the State in the proportions of forty and sixty per centum respectively.

(5) The cost of construction of the other portions of the transfer yards and the cost of maintenance and operation of the transfer yards shall be shared between the Commonwealth and the State in such proportions as shall be agreed upon between the Commonwealth Railways Commissioner and the South Australian Railways Commissioner.

(6) The South Australian Railways Commissioner shall have the general control and superintendence of the transfer yards.

10. Of the unskilled labour required for the construction of the Commonwealth railway and the State railway not less than eighty per centum shall be engaged from among persons (capable of performing efficiently the duties required) who have at the time of engagement been resident in South Australia for a period of not less than six months.

11. THE State will grant to the Commonwealth free of charge—

(a) any Crown lands and any leased lands of the Crown in respect of which the Commonwealth shall have acquired the rights of the lessees; and

(b) any stone, soil, gravel and timber upon any Crown lands or leased lands of the Crown from which the State has a right to take the same, certified by the Commonwealth Railways Commissioner to be required by the Commonwealth in connexion with the construction, maintenance or working of the Commonwealth railway.

12. THE provisions of clauses 5 to 15 (inclusive) and 20 to 23 (inclusive) of the principal Agreement are hereby rescinded.

IN WITNESS whereof the Commonwealth of Australia and the State of South Australia have executed these presents.

SIGNED by the Prime Minister of the Commonwealth of Australia for and on behalf of the said Commonwealth in the presence of—

T. PATERSON.

SIGNED by the Premier of the State of South Australia for and on behalf of the said State in the presence of—

H. S. HUDD.

The First Schedule.

The route begins at the Port Augusta Railway Station and follows the existing Port Augusta to Quorn railway (3 feet 6 inch gauge) bearing south-east for about one mile, thence due east as far as 4 miles 8 chains (near Stirling railway station).

At 4 miles 8 chains the route leaves the existing railway and runs in a generally south-easterly direction to 29 miles, thence due south to 38 miles, thence south-east to 48 miles, passing east of Port Germein at 42 miles, thence east of south to about 52½ miles, thence south-west to 54½ miles, whence it curves to the west and follows alongside the Gladstone to Port Pirie railway to Solomontown, a suburb of Port Pirie.

The Second Schedule.

The route begins at Red Hill at approximately 106 miles 52 chains from Adelaide and runs in a generally north-westerly direction to a point just south of the Gladstone to Port Pirie railway, a distance of approximately 27 miles, and then turns to the west and follows the Gladstone to Port Pirie railway to Port Pirie.

THE SECOND SCHEDULE.

The route begins at the Port Augusta Railway Station and follows the existing Port Augusta to Quorn railway (3 feet 6 inch gauge) bearing south-east for about one mile, thence due east as far as 4 miles 8 chains (near Stirling railway station).

At 4 miles 8 chains the route leaves the existing railway and runs in a generally south-easterly direction to 29 miles, thence due south to 38 miles, thence south-east to 48 miles, passing east of Port Germein at 42 miles, thence east of south to about 52½ miles, thence south-west to 54½ miles, whence it curves to the west and follows alongside the Gladstone to Port Pirie railway to Solomontown, a suburb of Port Pirie.