

**BROKEN HILL TO SOUTH AUSTRALIAN BORDER
RAILWAY AGREEMENT ACT.**

New South Wales



ANNO SEPTIMO DECIMO

ELIZABETHÆ II REGINÆ

Act No. 59, 1968.

An Act to ratify and provide for carrying into effect an Agreement between the Commonwealth of Australia and the States of New South Wales and South Australia in relation to the construction of a railway to connect Broken Hill to the border of South Australia; to empower the State of South Australia to maintain and operate such railway; to validate certain matters; and for purposes connected therewith. [Assented to, 16th December, 1968.]

BE

Broken Hill to South Australian Border Railway Agreement.

BE it enacted by the Queen's Most Excellent Majesty, by No. 59, 1968 and with the advice and consent of the Legislative Council and Legislative Assembly of New South Wales in Parliament assembled, and by the authority of the same, as follows:—

1. This Act may be cited as the "Broken Hill to South Australian Border Railway Agreement Act, 1968". Short title.

2. This Act shall bind the Crown.

Act to bind Crown.

3. In this Act, except in so far as the context or subject-matter otherwise indicates or requires— Interpretation.

"land" includes Crown lands, and buildings, messuages, tenements and hereditaments of any tenure, and any easement, right or privilege in, over or affecting any land;

"the Agreement" means the Agreement a copy of which is set out in the Schedule to this Act;

"the Railway" means the Railway authorised by this Act to be constructed.

4. (1) The Agreement is hereby approved and may be carried into effect notwithstanding the provisions of any other Act. Approval of Agreement.

(2) All matters and things by the Agreement agreed to be done by or on behalf of the State of New South Wales or by or on behalf of the State of South Australia within New South Wales are hereby sanctioned and authorised.

Any

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No. 59, 1968 Any act performed or work carried out before the commencement of this Act in connection with the Railway is hereby validated.

(3) Any claim made by any person in respect of any matter directly or indirectly related to the construction of the Railway or the execution, or the carrying into effect, of the Agreement by any of the parties thereto shall be for damages or compensation only and no injunction shall be granted in respect of any such claim which would operate to prevent or restrict in any way any person from carrying out all or any part of the work authorised by this Act or by the Agreement.

Acquisition
of land.

5. (1) The Governor may resume, appropriate or acquire under the provisions of the Public Works Act, 1912, as subsequently amended, any land in New South Wales required for or in connection with any of the works contemplated by the Agreement and for that purpose The Commissioner for Railways for the State of New South Wales shall have all the powers of a constructing authority under the said Act, as so amended. The Railway and other works mentioned in the Agreement shall be deemed to be authorised works within the meaning of the said Act, as so amended, for the purposes of this section and of section six of this Act.

(2) Such land when so resumed, appropriated or acquired shall be vested in the South Australian Railways Commissioner : Provided that this subsection shall not apply to any land, resumed, appropriated or acquired for the purpose of providing a public road or other public service unconnected with the Railway made necessary by the construction of the Railway.

Authorisa-
tion of
construction
of Railway.

6. (1) The State of South Australia is hereby authorised and empowered to construct and maintain the Railway and such other works in New South Wales which, pursuant

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pursuant to the Agreement, are to be constructed by that State and the Railway and other works may be constructed notwithstanding the provisions of the Public Works Act, 1912, as subsequently amended, or any other Act, and in respect thereof the constructing authority shall be the South Australian Railways Commissioner who shall have all the powers of a constructing authority under the said Act, as so amended. No. 59, 1968

(2) Notwithstanding the provisions of section ninety-one of the Public Works Act, 1912, as subsequently amended, the South Australian Railways Commissioner as constructing authority shall not be compelled nor shall it be the duty of the said authority to make or maintain any fence along the Railway for the accommodation of any person or for any purpose whatsoever; but the said authority may in its discretion make and maintain such fences in connection with the Railway as it may think fit. Fencing.

7. The State of South Australia shall, subject to the Agreement, have the right to operate, control and manage the Railway. Control and management of Railway.

THE

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No. 59, 1968

THE SCHEDULE.

Sec. 3.

AN AGREEMENT made the Second day of October One thousand nine hundred and sixty-eight between THE COMMONWEALTH OF AUSTRALIA of the first part, THE STATE OF NEW SOUTH WALES of the second part and THE STATE OF SOUTH AUSTRALIA of the third part.

WHEREAS—

- (a) 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 that there should be a continuous uniform gauge railway between Sydney in the State of New South Wales and Perth in the State of Western Australia ; and
- (b) to achieve that aim it is necessary that a standard gauge railway be constructed between Cockburn in the State of South Australia and Broken Hill in the State of New South Wales:

NOW IT IS HEREBY AGREED as follows:

PART I.—PRELIMINARY.

Definitions.

- 1.—(1.) In this agreement, unless the contrary intention appears—
- “clause” means clause of this agreement ;
 - “financial year” means a period of twelve calendar months ending on the thirtieth day of June ;
 - “narrow gauge” means a gauge of three feet six inches ;
 - “party” means a party to this agreement and “the parties” means all three parties to this agreement ;
 - “rolling stock” means locomotives and other railway vehicles ;
 - “standard gauge” means a gauge of four feet eight and one-half inches ;
 - “State” means the State of New South Wales or the State of South Australia, as the context requires, and “the States” means both of those States ;
 - “the Commonwealth” means the Commonwealth of Australia ;
 - “the Minister” means the Minister of State for Shipping and Transport of the Commonwealth ;
 - “the Railway” means the new standard gauge railway to be constructed in accordance with paragraph (a) of sub-clause (1.) of clause 3 ;
 - “the Schedule” means the Schedule to this agreement ;

“the

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"the work" means the work referred to in sub-clause (1.) of No. 59, 1968 clause 3; and

"the 1949 Agreement" means the agreement between the Commonwealth and the State of South Australia the execution of which was authorized by the Railway Standardization (South Australia) Agreement Act 1949 of the Parliament of the Commonwealth and which was approved by the Railways Standardization Agreement Act, 1949 of the Parliament of the State.

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

2.—(1.) This agreement, other than sub-clause (2.) of this clause, shall have no force or effect and shall not be binding on any party until it has been approved by the Parliament of the Commonwealth and the Parliament of each of the States. Approval of agreement.

(2.) Each party agrees to take all practicable steps to seek the enactment, as soon as practicable, by its Parliament of legislation to approve this agreement and to make such provision as may be necessary on its part for the implementation of this agreement.

(3.) Each party, so far as its power extends, agrees to provide for and secure the carrying out of this agreement in accordance with the legislation by which it is approved and is to be implemented.

PART II.—THE RAILWAY WORK.

3.—(1.) The work to which this agreement relates shall be— The work.

- (a) the construction of a new standard gauge railway on the route and according to the standards set out in the Schedule;
- (b) the reconstruction of the existing yard of the New South Wales Commissioner for Railways at Crystal Street, Broken Hill, (excluding the extension of the passenger platform) in accordance with the standards set out in the Schedule;
- (c) the construction at Broken Hill of such facilities as the Minister approves as being necessary to provide service to customers in place of facilities the use of which will not be appropriate to the operation of the Railway;
- (d) the conversion to standard gauge for use in conjunction with standard gauge railway operations between Port Pirie and Broken Hill of such private sidings as are approved by the Minister for that purpose;

(e)

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- (e) the conversion to standard gauge for use between Port Pirie and Broken Hill of such privately owned rail tank cars as are approved by the Minister for that purpose ;
- (f) the construction and conversion of such rolling stock as the Minister approves as being required for standard gauge railway operations between Port Pirie and Broken Hill in addition to such construction and conversion as are provided for by the 1949 Agreement ; and
- (g) such other work as the Minister approves as being necessary to provide for the more efficient operation of the standard gauge railway between Port Pirie and Broken Hill.

(2.) The work referred to in sub-clause (1.) of this clause shall include—

- (a) the acquisition of land ;
- (b) any work relating to a public road or other public service made necessary by the carrying out of the work and any work which by virtue of the Public Works Act, 1912, as amended, of the State of New South Wales, the New South Wales Commissioner for Railways is bound to provide ; and
- (c) the purchase, construction, alteration and conversion, as the case may require, of railway lines, bridges, buildings, structures, roads, parking areas and associated drainage, depot and barrack facilities for staff, facilities for storage, servicing and maintenance of rolling stock, signalling, road protection and communication facilities, cranes, weighbridges, plant, rolling stock and all matters and things that are required for the completion of the work,

but shall not include operation or maintenance of any railway or any work which is being undertaken or is proposed to be undertaken independently of this agreement or which is for purposes outside the scope of this agreement, whether or not such work is carried out in conjunction with the work to which this agreement applies.

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

(4.) The Commonwealth and the State of South Australia acknowledge that the work to be done under paragraphs (d) and (e) of sub-clause (1.) of this clause is not work provided for by the 1949 Agreement.

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4.—(1.) The State of South Australia shall arrange for the carrying out in accordance with this agreement of such parts of the work as are provided for by paragraphs (a), (c), (d), (e), (f) and (g) of sub-clause (1.) of clause 3. No. 59, 1968
Responsibility for the work.

(2.) The State of New South Wales shall arrange for the carrying out in accordance with this agreement of the part of the work provided for by paragraph (b) of sub-clause (1.) of clause 3.

5. Each State shall, in collaboration and agreement with the Commonwealth and, when appropriate, with the other State, in relation to those parts of the work for which it is responsible—

- (a) prepare, or arrange for engineering consultants to prepare—
 - (i) a master plan of the work, including descriptions, completion programmes and appropriate procedures for performance;
 - (ii) plans and specifications for the work which shall incorporate the appropriate standards of design and construction established under this agreement; and
 - (iii) estimates of cost for the work; and
- (b) supply and make available to the Minister and, where appropriate, the other State copies of the master plan, plans, specifications and estimates.

6.—(1.) Each State shall carry out or cause to be carried out those parts of the work for which it is responsible with due diligence and efficiency and in accordance with the provisions of this agreement and with the master plan and the relevant plans and specifications. Execution of the work.

(2.) The States shall use all reasonable endeavours to secure the completion of the work by the first day of October, 1969.

7. The State of New South Wales shall—

- (a) authorize the State of South Australia to own, construct, operate and maintain the Railway; and
- (b) resume, appropriate or acquire all land required for the carrying out of the work and make available to the State of South Australia, subject to reimbursement of all costs reasonably incurred, all such land as is required for the construction, operation and maintenance of the Railway, other than land resumed, appropriated or acquired for the

Authority
for the
Cockburn-
Broken Hill
Railway.

purpose

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- No. 59, 1968** purpose of a road or other public service, unconnected with the Railway, made necessary by the carrying out of this agreement.
- Contracts to be let.** 8. Except where it is established to the satisfaction of the Minister that it is undesirable to do so, the States shall invite public tenders and let contracts for the carrying out of the work, but a State may in appropriate circumstances undertake as tenderer work for which tenders have been invited.
- Inspection of work, etc.** 9. The States shall permit any person authorized by the Minister from time to time to inspect the work and to inspect, take copies of or extracts from any plans, designs, tenders, accounts, records or documents relating to the work.
- Execution of extra work.** 10. The States or either of them may, at their 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 they consider necessary or desirable.

PART III.—FINANCE.

Provision of funds by the Commonwealth. 11.—(1.) Subject to the provisions of this agreement, the Commonwealth shall provide the funds required to meet expenditure under this agreement.

(2.) For the purposes of this agreement expenditure by a State means expenditure by a State under this agreement, including payments to engineers and consultants for engineering design and supervision, the cost of plant and equipment for use directly in carrying out the work and direct administrative expenditure necessarily incurred, less the value as approved by the Minister of rolling stock, plant, equipment, stores and materials which the State by reason of the implementation of this agreement is or will be able to release from use on or in relation to the railways to which the work is related.

(3.) Where the Minister is satisfied that by reason of the implementation of this agreement rolling stock that is referred to in sub-clause (2.) of this clause and that is suitable for conversion is reasonably required for use on the narrow gauge railways of the Peterborough Division of the South Australian Railways he may, to the extent that he is so satisfied, approve that the value of that rolling stock be not deducted in ascertaining expenditure under this agreement by the State of South Australia.

(4.)

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(4.) The funds to be provided by the Commonwealth under this agreement shall include such funds as may be required to meet any payments not provided for by the preceding sub-clauses of this clause that the Minister and the Ministers for Transport of the States agree are a proper charge because of any matter arising out of this agreement. No. 59, 1968

12.—(1.) The work provided for by paragraph (f) of sub-clause (1.) of clause 3 of this agreement shall be carried out in conjunction with the conversion and construction of rolling stock under paragraph (b) of clause 5 of the 1949 Agreement in respect of the railway between Port Pirie and the South Australia-New South Wales border near Cockburn. Allocation of expenditure on rolling stock.

(2.) Expenditure on the conversion and construction of rolling stock under the two agreements referred to in sub-clause (1.) of this clause shall, for the purpose of the respective operation of those agreements, be allocated—

- (a) as to 88 per cent of the expenditure—to the 1949 Agreement; and
- (b) as to 12 per cent of the expenditure—to this agreement.

13. The funds to be provided by the Commonwealth under this agreement shall not exceed— Limitations on Commonwealth funds.

- (a) in the case of the part of the work provided for by paragraph (c) of sub-clause (1.) of clause 3—the sum of Four hundred thousand dollars (\$400,000), or such larger sum as the Minister may approve;
- (b) in the case of the part of the work provided for by paragraph (d) of sub-clause (1.) of clause 3—such amount in respect of each siding, up to one-half of the cost of conversion, as the Minister approves;
- (c) in the case of the part of the work provided for by paragraph (e) of sub-clause (1.) of clause 3—such amount in respect of each car, up to one-half of the cost of conversion, as the Minister approves;
- (d) in the case of the part of the work provided for by paragraph (f) of sub-clause (1.) of clause 3—a sum that, when added to the cost of conversion and construction under paragraph (b) of clause 5 of the 1949 Agreement in respect of the railway between Port Pirie and the South Australia-New South Wales border near Cockburn, does not result in a total sum of more than Thirteen million dollars (\$13,000,000);

(e)

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No. 59, 1968 (e) in the case of any work provided for by paragraph (g) of sub-clause (1.) of clause 3—such amount as the Minister approves.

Payments to the States. 14.—(1.) A State shall be entitled, subject to the limitations provided in clause 13, to receive the funds to be provided by the Commonwealth by payments of amounts equal to expenditure by the State under this agreement 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.

(2.) A State shall not be entitled to receive payment from the Commonwealth in respect of expenditure the incurring of which is not approved or ratified by the Minister.

(3.) A State shall not except in the case of a working advance be entitled to receive payment from the Commonwealth in respect of expenditure on the work which, in the opinion of the Minister, has not been directly incurred in carrying out the work.

(4.) Each statement of expenditure on the work by a State forwarded to the Commonwealth in connexion with an application for a payment shall be certified—

(a) by or on behalf of the New South Wales Commissioner for Railways or the South Australian Railways Commissioner, as the case may be, that the work in respect of which the expenditure was incurred has been carried out in accordance with the standards of construction provided for by this agreement; and

(b) by the Auditor-General for the State that the expenditure has been properly made in accordance with this agreement.

Application of payments. 15. A State shall not apply any payment made by the Commonwealth or any part thereof for any purpose other than that for which the payment was made.

Repayments by the States. 16.—(1.) The State of South Australia shall from its Consolidated Revenue pay to the Commonwealth an amount equal to three-tenths of the payments made under this agreement by the Commonwealth to the State in each financial year by fifty equal annual contributions on the thirtieth day of June in each year after 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 the last-mentioned financial year.

(2.)

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(2.) The rate of interest payable under sub-clause (1.) of this clause shall be the rate payable on the long term loan last raised by the Commonwealth in Australia for public subscription prior to the end of the financial year in which the relevant payment was made by the Commonwealth. No. 59, 1968

(3.) For the purposes of this clause—

- (a) any payment made by the Commonwealth in respect of the part of the work provided for by paragraph (b) of sub-clause (1.) of clause 3 shall be deemed to be a payment made by the Commonwealth to the State of South Australia ; and
- (b) any funds provided by the Commonwealth under sub-clause (4.) of clause 11, or so much of such funds as the Minister approves, shall be deemed to be a payment made by the Commonwealth to the State of South Australia.

17.—(1.) Each State shall prepare and the State of South Australia shall submit to the Minister not later than the first day of April in each year an estimate in such detail and with such explanations as may be required by the Minister of the funds which it will request from the Commonwealth during the next succeeding financial year. Estimates.

(2.) Each State shall prepare and the State of South Australia shall submit to the Commonwealth not later than the thirty-first 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.

18. Each 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 three months progress reports on the performance of the work, together with financial statements of expenditure on the work and on each item thereof.

Accounts,
records and
reports.

19.—(1.) The accounts, books, vouchers, documents and other records of each 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. Audit.

(2.)

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 (2.) Until the work has been completed to the satisfaction of the Minister, 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 in each year and that report shall indicate—

- (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 is 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.) Each State shall supply such other 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.

PART IV.—MISCELLANEOUS.

Supply of information. 20.—(1.) Each State shall furnish to the Minister all such information as the Minister shall reasonably request for the purpose of the exercise by him of his powers and functions under this agreement.

(2.) Each State shall promptly inform the Minister of any matter which interferes with, or appears likely to interfere with, the accomplishment of its obligations under this agreement.

Collaboration. 21. 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.

Approvals by Minister. 22. Where a matter is required by this agreement to be approved by the Minister, the Minister, before deciding the matter, shall, if so requested by the Minister for Transport of a State, confer with that Minister or, where appropriate, with the Ministers for Transport of the States.

Amendment of 1949 Agreement. 23. Clause 23 of the 1949 Agreement is rescinded.

24.

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24. Any notice or other communication to be given or made under this agreement by the Commonwealth or the Minister to a State shall be deemed a sufficient notice or communication if it is signed by or on behalf of the Minister and any notice or other communication to be given or made by a State to the Commonwealth shall be deemed a sufficient notice or communication if it is signed by or on behalf of the Minister for Transport of the State and in any case shall be duly given or made if it is delivered or sent in such manner as is from time to time arranged between the relevant Commonwealth and State authorities.

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Notices.

THE SCHEDULE**PART A: ROUTE OF THE RAILWAY**

Clause 3.

The route of the Railway commences at the south western boundary of the Crystal Street yard in Broken Hill and proceeds generally south of the Barrier Highway to the New South Wales-South Australia border near Cockburn, an approximate distance of 30 miles.

PART B: STANDARDS**1. Earthworks:**

Formation width—

(a) Banks 20 feet.

(b) Cuttings 22 feet or as necessary to meet drainage or other special requirements.

2. Grading:

Ruling grades—

(a) Cockburn to Broken Hill 1 in 100.

(b) Broken Hill to Cockburn 1 in 120.

3. Main Line Curvature:

Minimum radius of 40 chains where practicable.

4. Sleepers:

10 inches x 5 inches x 8 feet 6 inches hardwood.

Main Line—2420 per mile (for 240 feet rails), or equivalent for longer or shorter rails.

Crossing Loops

Arrival and Departure Tracks

Other Sidings

} 2,150 per mile.

5.

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5. Rails:

- Main Line—A.S. 94 lb x 240 feet nominal length.
- Crossing Loops—A.S. 94 lb x 240 feet maximum length.
- Arrival and Departure Tracks—A.S. 94 lb x 240 feet maximum length.
- Other sidings—A.S. 82 lb rail.

6. Dogspikes:

- 5¼ inches x ¾ inches without sleeper plates.
- 6¼ inches x ¾ inches with sleeper plates.

7. Sleeper Plates:

- A.S. double shouldered plates on curves of 40 chains radius or less.

8. Rail Anchors:

- 2,800 per mile for 240 feet rails.

9. Ballast (measured at Bins):

- 3,000 cubic yards per mile for main line track circuited.
- 2,650 cubic yards per mile for station yard tracks.

10. Crossing Loops:

- To provide for 3,300 feet standing.

11. Bridges and Culverts:

- Cooper's E50 loading with impact as specified in Minute No. 6151 of 1962 Australian and New Zealand Railways Conference.

12. Track Centres:

- To conform to measurements shown in signalling diagrams for standard gauge tracks approved by the railways authorities of the Commonwealth and the State of South Australia.

13. Structure Gauge:

- To provide for width of 12 feet at height of 20 feet from rail level, and to comply with measurements shown on structure gauge diagrams and signalling diagrams approved by the railways authorities of the Commonwealth and the State of South Australia.

14. Signalling:

- Automatic absolute block signalling for the main line from Cockburn to Broken Hill, excluding the Crystal Street yard.

15. Communications:

- Three carrier telephone channels with VF telegraph superimposed.

In

Broken Hill to South Australian Border Railway Agreement.

In witness whereof this agreement has been executed as at the No. 59, 1968 day and year first above written.

SIGNED on behalf of THE COMMONWEALTH OF AUSTRALIA by the Right Honourable JOHN GREY GORTON, the Prime Minister of the Commonwealth, in the presence of—

A. GOTTO.

JOHN GORTON

SIGNED on behalf of THE STATE OF NEW SOUTH WALES by the Honourable ROBIN WILLIAM ASKIN, the Premier of that State, in the presence of—

G. M. GRAY.

R. W. ASKIN

SIGNED on behalf of THE STATE OF SOUTH AUSTRALIA by the Honourable RAYMOND STEELE HALL, the Premier of that State, in the presence of—

J. S. WHITE.

STEELE HALL

CONSTITUTION