

Sydney to Melbourne Railway Standardisation Agreement Act 1958 No 48

[1958-48]



New South Wales

Status Information

Currency of version

Repealed version for 31 December 1958 to 7 July 2011 (accessed 26 November 2024 at 16:54)

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Provisions in force

The provisions displayed in this version of the legislation have all commenced.

Notes—

- **Repeal**

The Act was repealed by Sch 4 to the [Statute Law \(Miscellaneous Provisions\) Act 2011 No 27](#) with effect from 8.7.2011.

Authorisation

This version of the legislation is compiled and maintained in a database of legislation by the Parliamentary Counsel's Office and published on the NSW legislation website, and is certified as the form of that legislation that is correct under section 45C of the [Interpretation Act 1987](#).

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Sydney to Melbourne Railway Standardisation Agreement Act 1958 No 48



New South Wales

An Act to approve an Agreement between the Commonwealth of Australia and the States of New South Wales and Victoria in relation to the standardisation of a Railway between Sydney and Melbourne; and for purposes connected therewith.

Preamble

WHEREAS the Prime Minister of the Commonwealth and the Premiers of the States of New South Wales and Victoria have entered into an Agreement, a copy of which is set out in the Schedule to this Act, subject to the same being approved by the Parliament of the Commonwealth and by the Parliaments of the said States: And WHEREAS it is desirable to approve and to provide for carrying into effect the said Agreement so far as the State of New South Wales is concerned:

Be it therefore enacted by the Queen's Most Excellent Majesty, by 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 Name of Act

This Act may be cited as the *Sydney to Melbourne Railway Standardisation Agreement Act 1958*.

2 Approval of Agreement

- (1) The Agreement, a copy of which is set out in the Schedule to this Act, is hereby approved and may be carried into effect notwithstanding the provisions of any other Act.
- (2) All matters and things by the Agreement agreed to be done by or on behalf of the State of New South Wales are hereby sanctioned and authorised.

3 Indemnity in respect of certain payments by the State

The Commissioner for Railways shall, out of the Government Railways Fund, indemnify the Consolidated Revenue Fund against all claims and demands which may be made by the

Commonwealth against the State of New South Wales under the Agreement.

The Schedule

(Section 2)

AGREEMENT made the Twelfth day of September One thousand nine hundred and fifty-eight BETWEEN the COMMONWEALTH OF AUSTRALIA of the first part the STATE OF NEW SOUTH WALES of the second part and the STATE OF VICTORIA of the third part:

WHEREAS there are differences in gauge between the railways of the States:

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 that there should be a uniform gauge railway between Sydney in the State of New South Wales and Melbourne in the State of Victoria:

AND WHEREAS it is necessary, as part of the process of securing the uniform gauge railway, that a standard gauge railway be provided between Albury in the State of New South Wales and Melbourne aforesaid as hereinafter appears:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:—

PART I. PRELIMINARY.

—
1.— Definitions.

(1.)

In this agreement, unless the context otherwise requires—

“betterment” means the provision of capacity or equipment in excess of appropriate standards established under this agreement and which, although not essential to or necessary for the standardisation work, may conveniently or desirably be provided in conjunction with that work;

“party” means party to this agreement;

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

“standardisation work” means any work specified in the Second Schedule to this agreement;

“the Commonwealth” means the Commonwealth of Australia;

“the Minister” means the Minister of State for Shipping and Transport of the Commonwealth;

“the standard gauge railway” means the standard gauge railway between Albury and Melbourne to be constructed under this agreement; and

“the States” means the State of New South Wales and the State of Victoria.

(2.)

Where in this agreement any Minister is referred to, that reference shall be deemed to include any

member of the Executive Council for the time being acting for and on behalf of that Minister.

2.— Ratification of agreement.

(1.)

This agreement shall have no force or effect and shall not be binding upon any party until it is approved by the Parliaments of the Commonwealth and each of the States.

(2.)

Each party agrees to take every practicable step to have this agreement approved by its Parliament without restrictions or amendments as soon as practicable.

(3.)

Each party, so far as its power extends, agrees to provide for and secure the carrying out of this agreement and of any legislation by which it is approved.

3. Decision in default of agreement between the parties.

Where agreement among the parties on any matter is necessary for the purposes of this agreement and the parties fail to reach agreement, the matter shall be decided by the Minister in agreement with the Minister for Transport in the State or States and, failing any such decision, shall be determined by the Treasurer of the Commonwealth.

PART II. STANDARDISATION WORK.

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4.— Standards, plans, specifications and estimates.

(1.)

Subject to the observance of the standards specified in the Second Schedule to this agreement and any variation thereof as hereinafter provided, the parties shall, in collaboration and agreement with each other, establish common standards of design and construction in all matters and things essential to the establishment of the standard gauge railway.

(2.)

Each of the States shall, in collaboration with the Commonwealth—

- (a) prepare detailed plans, specifications and estimates of cost for all works to be carried out by it in pursuance of this agreement;
- (b) incorporate in all such plans, specifications and estimates the standards of design and construction established under this agreement;
- (c) supply or make available to the Minister as soon as possible copies of the plans, specifications and estimates; and
- (d) make the plans, specifications and estimates available to the other State and will not proceed with the implementation of the plans, specifications and estimates during the period of one calendar month following the date of despatch of the plans, specifications and estimates without the approval of the other State and of the Commonwealth.

(3.)

In the event of the other State advising the State proposing to carry out the work covered by the plans, specifications and estimates that it does not agree with the proposal or proposals, the matter shall be treated as a disagreement and decided or determined as provided in clause 3 of this agreement. Each such advice shall be submitted in writing to the other State and to the Minister within the period of one calendar month referred to in paragraph (d) of the last preceding sub-clause and shall set out in full the reasons for not agreeing with the proposal or proposals.

5. Route of railway.

The route of the standard gauge railway is specified in the First Schedule to this agreement.

6.— Particulars of work.

(1.)

Particulars of the standardisation work to be carried out by the States under this agreement and estimates of the cost of the work are set out in the Second Schedule to this agreement.

(2.)

To the extent that it is necessary for the more efficient fulfilment of the objectives of this agreement, the Second Schedule may be varied in such manner and to such extent as the Minister, with the concurrence of the States, approves and all references in this agreement to the Second Schedule shall be deemed to be to that Schedule as so varied.

(3.)

The States or either of them may convert to standard gauge or replace existing locomotives or rolling stock and purchase such spares as may be considered necessary provided that notwithstanding anything contained in clause 14 of this agreement the Commonwealth shall not be liable to provide funds for the purposes of this sub-clause in excess of the amount of £504,000 specified in Item 12 of the Second Schedule to this agreement.

7. Works involved in conversion.

The work to be carried out under clause 6 of this agreement shall include the purchase of land, the purchase, construction, alteration and conversion of railway lines, bridges, buildings, structures, workshops, plant, locomotives, rolling stock and all matters and things which are essential to the standardisation work but shall not include—

- (a) operation or maintenance of the standard gauge railway;
- (b) betterments; or
- (c) any work being undertaken or proposed to be undertaken by the States or either of them in any rehabilitation programme which would be necessary independently of the standardisation work.

8. Betterments.

The States or either of them may at their own expense carry out betterments in conjunction with the standardisation work.

9. Inspection.

Each of the States shall permit any person thereto authorised by the Minister or by the other State to enter upon and inspect any standardisation work being carried out by that State and to inspect, take copies of or extracts from any plans, designs, accounts, records or documents relating to any

standardisation work.

10.— Prompt execution of work.

(1.)

Subject to the next succeeding clause, the States shall carry out and execute the standardisation work as expeditiously as, and in the most economical manner, possible.

(2.)

Except where it is established to the satisfaction of the Minister that it is undesirable to do so, the State or States shall call public tenders for the carrying out of the standardisation work.

11. No expenditure without consent.

A party shall not incur any expenditure under this agreement until the Minister has given that party authority to incur the expenditure provided that the expenditure incurred by the State of Victoria prior to the execution of this agreement on work included in the Second Schedule to this agreement shall be deemed to have been executed with the authority of the Minister.

PART III. FINANCE.

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12.— Liability for cost of work.

(1.)

Subject to clauses 14 and 15 of this agreement, the Commonwealth shall bear fourteen-twentieths of the cost of the standardisation work and the States shall each bear three-twentieths of the said cost.

(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.

(3.)

The cost of the standardisation work shall be credited with the disposal value of plant, stores, materials and equipment which are purchased for the standardisation work and not used, which are replaced as a charge to the standardisation work, or which are rendered surplus as a result of the standardisation work.

(4.)

The cost of the standardisation work shall be deemed to be the estimated cost set forth in the Second Schedule to this agreement subject to any variation thereof approved by the Minister in pursuance of sub-clause (2.) of clause 14 of this agreement.

13.— Provision of funds and State contributions.

(1.)

Subject to the provisions of this agreement, the Commonwealth shall provide all funds to meet expenditure on the standardisation work as and when required by the States.

(2.)

Each of the States shall, in respect of so much of the expenditure by the Commonwealth in any financial year as is to be borne by that State under clause 12 of this agreement, pay to the Commonwealth from revenue during the period of fifty years after the year of expenditure—

- (a) equal annual contributions of such amounts as will liquidate the expenditure so to be borne by it; and
- (b) interest on the amount of that expenditure outstanding at the end of each financial year.

(3.)

For the purpose of the preceding sub-clause the rate of interest shall be the rate payable on the last Commonwealth long-term loan raised in Australia for public subscription in the relevant year of expenditure.

14.— Estimation of costs.

(1.)

The estimated cost of the standardisation work is based upon the cost of materials and labour at the date of execution of this agreement.

(2.)

In the event of a variation in the cost of either materials or labour or both or in the cost of any portion or portions of the standardisation work through unforeseeable circumstances at any time during progress of the standardisation work, the amount of any such variation shall, subject to the approval of the Minister, be regarded as a variation of the cost of the standardisation work.

15. Limit on Commonwealth expenditure.

Except with the authority of the Minister, the Commonwealth shall not be obliged to meet expenditure on any of the standardisation work incurred at any time subsequent to twelve calendar months after the commencement of a regular service on the standard gauge railway.

16.— Annual budgets.

(1.)

The State or States shall prepare and submit to the Minister and to the other State not later than the 31st day of May in each year a budget of proposed expenditure during the forthcoming financial year.

(2.)

The budget shall be prepared so as to show the estimated expenditure in reasonable detail and shall be supported by such explanations as may be considered necessary by the Minister and the other State or either of them.

17.— Audit.

(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 standardisation work shall be subject to audit by the Auditor-General for that

State.

(2.)

A report on the audit and on the financial statements shall be furnished by each Auditor-General to the Auditor-General for the Commonwealth at least once every year and such report shall indicate, inter alia,—

- (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 monies are in accordance with this agreement,

and shall include reference to such other matters arising out of the audit and financial statements as each Auditor-General considers should be reported to the Auditor-General for the Commonwealth.

(3.)

Each of the States shall supply such further 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 standardisation work.

18. Accounts, reports and records.

Each of the States shall—

- (a) keep full accounts and records of all financial transactions, work done, and plant, stores, materials and equipment bought, used or disposed of, in connexion with the standardisation work;
- (b) inform the Minister as soon as possible after it becomes apparent of any material change in the estimated cost of the standardisation work;
- (c) furnish to the Minister at intervals of not more than six months progress reports and expenditure statements of each section of the standardisation work and revised estimates of the cost of the work; and
- (d) supply to the Minister from time to time such further information as he may require.

19. Notices.

Any notice or other communication to be given hereunder by the Commonwealth to the States or either of them shall be deemed sufficiently given if signed by or on behalf of the Minister and any notice or other communication to be given by the States or either of them to the Commonwealth or the other State shall be deemed sufficiently given if signed by or on behalf of the Ministers or Minister for Transport of the States or State respectively.

FIRST SCHEDULE.

ROUTE OF STANDARD GAUGE RAILWAY.

The route begins at the Albury Railway Station and follows the existing 5' 3" gauge railway:

Albury-Wodonga

Wodonga-Broadmeadows

Broadmeadows-Albion

Albion-West Footscray

West Footscray-South Kensington via Bunbury Street and Dynon Road

South Kensington-Melbourne (Spencer Street).

The route of the standard gauge railway shall, so far as is practicable, be parallel to and on the same grade as the existing 5' 3" gauge railway and shall at no point be more than five (5) chains distant from the existing railway:

**SECOND SCHEDULE
STANDARDISATION WORK.**

ITEM NO.	PARTICULARS	ESTIMATED COST (£)
1.	Main line permanent way comprising new 4'8½" gauge track from Albury to Broadmeadows; conversion to 4'8½" gauge of one track Broadmeadows to Albion; new 4'8½" gauge track Albion to West Footscray; conversion to 4'8½" gauge of one track West Footscray-South Kensington; new 4'8½" gauge passenger line South Kensington to Spencer Street; including flyover near Broadmeadows	5,375,000
2.	Crossing loops, 18 locations between Melbourne and Albury	416,000
3.	Bridges and culverts	1,482,000
4.	Station yard alterations	350,000
5.	Land resumption	30,000
6.	Contribution to grade separation at locations recommended by the Victorian Interdepartmental Committee on Abolition of Level Crossings and approved by the Victorian Government	240,000
7.	Locomotives, carriage and waggon maintenance facilities (4'8½" gauge) at Dynon Road, including trackwork, structures and equipment	350,000
8.	Freight handling facilities (4'8½" gauge) at Dynon Road, including track, structures and equipment	215,000
9.	Level crossing protection	143,000
10.	Alterations and adjustments to the existing signalling system—	
	Melbourne-Broadmeadows	£109,000
	Broadmeadows-Albury	204,000
		313,000
11.	Automatic power signalling with Centralised Traffic Control, Melbourne-Albury, including—	
	Signalling	£570,000

C.T.C. machines, including carrier, repeating and field units	96,000	
Line work including C.T.C. control lines, signalling power supply and signal controls	471,000	
Telecommunication and inductive co-ordination of lines	171,000	
		1,308,000
12. Rollingstock:		
Construction, conversion and spares		504,000
		£10,726,000

STANDARDS

Earthworks:	Except where it is necessary to provide from cuttings additional fill to banks, existing banks and cuttings shall be widened by sixteen (16) feet.
Grading:	As on the existing route.
Sleepers:	Hardwood 10" x 5" x 8'6"; 2464 to the mile.
Ballast:	1½" crushed stone; 2900 cubic yards to the mile.
Rail:	A.S. 94-lb. in 90 ft. lengths.
Dogspikes:	6" x ¾".
Sleeper Plates:	A.S. Double Shoulder for 94-lb. Rail.
Rail Anchors:	2100 to the mile.
Bridges:	Steel and concrete: to Coopers E.60 loading. One of existing Goulburn River Bridges to be used for 4'8½" gauge track.
Culverts:	To suit earthworks and to Coopers E.60 loading.
Crossing Loops:	As for main line track; 2900 feet long in the clear with cripple road at each end of approximately 300 feet standing room; centres 13 ft. to 16 ft.
Signalling:	Automatic power signalling.
Trackwork in Yards and Depots:	Rails and fastenings as for main line. Ballast 6" to 8" gravel.

IN WITNESS whereof the Prime Minister of the Commonwealth of Australia, the Premier of the State of New South Wales and the Premier of the State of Victoria have signed this agreement for and on behalf of the Commonwealth of Australia, the State of New South Wales and the State of Victoria respectively.

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



ROBERT MENZIES

SIGNED by the Premier of the State of New South Wales for and on behalf of the said State in the presence of— K. COMMENS



J. J. CAHILL

SIGNED by the Premier of the State of Victoria for and on behalf of the said State in the presence of— W. JUNGWIRTH.



HENRY E. BOLTE