

# **Railway Agreement (Adelaide to Crystal Brook Railway) Act 1980**

**No. 123 of 1980**

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## **An Act to approve an agreement between the Commonwealth and South Australia relating to the construction of a railway from Adelaide to Crystal Brook, and for other purposes**

*[Assented to 17 September 1980]*

BE IT ENACTED by the Queen, and the Senate and the House of Representatives of the Commonwealth of Australia, as follows:

### **Short title**

1. This Act may be cited as the *Railway Agreement (Adelaide to Crystal Brook Railway) Act 1980*.

### **Commencement**

2. (1) Subject to sub-section (2), this Act shall come into operation on a date to be fixed by Proclamation.

(2) This Act shall not come into operation unless an Act of the Parliament of South Australia approving the Agreement has come into force on or before the date fixed by Proclamation under sub-section (1).

### **Repeal**

3. The *Adelaide to Crystal Brook Railway Act 1974* is repealed.

### **Interpretation**

4. (1) In this Act, unless the contrary intention appears—

“Agreement” means the agreement between the Commonwealth and South Australia a copy of which is set out in the Schedule;

“Australian National Railways Act” means the *Australian National Railways Act 1917*.

(2) Expressions used in this Act that are defined by clause 2 or 3 of the Agreement have the same respective meanings as those expressions have in the Agreement.

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**Approval of Agreement**

5. The Agreement is approved.

**Vesting of certain land**

6. Where a certificate relating to any land described in Part 1 or Part 2 of the Third Schedule to the Agreement is given in pursuance of clause 22 of the Agreement, that land shall, by force of this Act, vest in the Commission on the date on which the certificate is given.

**Cost of railway**

7. (1) Subject to sub-section (2), the amount expended upon the construction of the Railway shall not exceed \$82,000,000.

(2) If the Commonwealth Minister and the State Minister make the declaration referred to in clause 13 of the Agreement, the amount expended on the construction of the Railway shall not exceed \$92,000,000.

**The Commonwealth and Commission to carry out agreement**

8. The Commonwealth and the Commission shall perform or observe any provisions of the Agreement that are required to be performed or observed by the Commonwealth and the Commission, respectively.

**Construction of Railway**

9. The Commission shall, subject to this Act and to the Australian National Railways Act, construct, and administer, maintain and operate, the Railway in accordance with the Agreement.

**Transfer of liabilities**

10. The Commission shall meet all liabilities and obligations that exist by virtue of, or that arise out of, the rights and claims to which clause 28 of the Agreement applies.

**Pending proceedings**

11. (1) Where a proceeding has been instituted by or against South Australia, the Transport Authority or a State Authority—

- (a) in respect of land referred to in section 6, before the date on which that land vests in the Commission; or
- (b) in respect of property referred to in the Fourth Schedule to the Agreement, before the operative date,

but the proceeding so instituted has not been completed before that date, the court in which the proceeding was instituted shall, on and after that date, substitute the Commission for South Australia, the Transport Authority or that State Authority as the plaintiff or defendant, as the case may be, in the proceeding.

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(2) Where a proceeding in respect of a liability or obligation to which the Commission is made subject by this Act on the operative date has been instituted against the State, the Transport Authority or a State Authority before that date but has not been completed before that date, the court in which the proceeding was instituted shall, on or after that date, substitute the Commission for South Australia, the Transport Authority or that State Authority as the defendant in the proceedings.

(3) In this section, a reference to the plaintiff or to the defendant in relation to a proceeding by way of a cross-proceeding shall be read as a reference to the plaintiff or the defendant, as the case may be, in the cross-proceeding.

### **Certificates**

12. (1) A certificate in writing signed by—

- (a) the Minister or his delegate; and
- (b) the State Minister or his delegate,

stating that the right, title and interest of South Australia, the Transport Authority or a State Authority in land referred to in the certificate vested in the Commission on a specified date is admissible in evidence in any proceeding and is conclusive evidence of the matters stated in the certificate.

(2) A certificate in writing signed by—

- (a) the Minister or his delegate; and
- (b) the State Minister or his delegate,

in relation to any other matters arising under this Act or the Agreement is admissible in evidence in any proceeding and is *prima facie* evidence of the matters stated in the certificate.

(3) A reference in this section to a delegate of the Minister or of the State Minister shall be read as a reference to a person appointed by the Minister or by the State Minister, as the case may be, as the delegate of the Minister or of the State Minister for the purposes of this Act or the Agreement.

(4) A document purporting to be a certificate given under this section shall, unless the contrary is established, be deemed to be such a certificate and to have been duly given.

### **Capital of Commission**

13. Section 55 of the Australian National Railways Act has effect as if any land and other property that becomes vested in the Commission by virtue of this Act becomes so vested under section 16 of that Act.

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**Appropriation**

**14.** The amount payable to South Australia in accordance with clause 8 of the Agreement is payable out of the Consolidated Revenue Fund, which is appropriated accordingly.

**Regulations**

**15.** The Governor-General may make regulations, not inconsistent with this Act, prescribing all matters necessary or convenient to be prescribed for carrying out or giving effect to this Act or to the Agreement.

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**SCHEDULE**

Section 4

AN AGREEMENT made the eleventh day of August 1980 between—

THE COMMONWEALTH OF AUSTRALIA (in this agreement called “the Commonwealth”) of the one part; and

THE STATE OF SOUTH AUSTRALIA (in this agreement called “the State”) of the other part.

WHEREAS—

- (A) the Governments of the Commonwealth and of the State, considering it desirable that work be carried out to link Adelaide and the existing standard gauge railway that connects Sydney and Perth, made an agreement on 17 May 1974 (in this agreement called “the Railway Construction Agreement”) for the construction of a standard gauge railway between Adelaide and Crystal Brook and for the provision of financial assistance to the State towards meeting the cost of carrying out that work;
- (B) the Railway Construction Agreement was approved by the Adelaide to Crystal Brook Railway Act 1974 of the Commonwealth Parliament and the Adelaide to Crystal Brook Standard Gauge Railway Agreement Act 1974 of the South Australian Parliament and the said Commonwealth Act authorized the making to the State, by way of financial assistance, of the payments by the Commonwealth to the State provided for in that Agreement on the terms and conditions therein contained;
- (C) The State arranged for the carrying out and execution of the railway work provided for by the Railway Construction Agreement and the work was commenced;
- (D) by an agreement made on 21 May 1975 (in this agreement called “the Railway Transfer Agreement”) the Commonwealth and the State agreed upon the transfer to, and the administration, maintenance and operation by, the Australian National Railways Commission of the non-metropolitan railways of the State and upon the construction of railways by the Commonwealth or the Commission and the administration, maintenance and operation of railways so constructed and the Agreement provided for its implementation by legislation;
- (E) the Railway Transfer Agreement was approved and implemented by the Railways Agreement (South Australia) Act 1975 of the Commonwealth Parliament and by the Railways (Transfer Agreement) Act 1975 of the South Australian Parliament;
- (F) before and after the commencement date of the Railway Transfer Agreement, payments were made by the Commonwealth to the State in connection with the cost of the railway work under the Railway Construction Agreement and repayments of, and payments of interest on, those payments have been made by the State to the Commonwealth;
- (G) the railway work carried out by the State under the Railway Construction Agreement has been discontinued;
- (H) the Commonwealth and the State desire to—
  - (a) terminate the operation of the Railway Construction Agreement;

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- (b) make financial adjustments between them with respect to the payments that have been made in accordance with that Agreement;
- (c) identify the assets and liabilities arising from the performance of so much of the railway work as has been carried out under that Agreement and which it is agreed be vested in the Commission insofar as the same are not presently so vested;
- (d) provide for the construction and operation by the Commission of a standard gauge railway between Adelaide and Crystal Brook; and
- (e) provide for the Commission to have such property and rights as are necessary for the construction and operation of that standard gauge railway:

NOW IT IS HEREBY AGREED as follows:—

1. (1) This agreement contains the following Parts:

I.	Interpretation . . . . .	(clauses 2-4)
II.	Operation and Legislation . . . . .	(clauses 5-6)
III.	The Railway Construction Agreement— Termination and Financial Adjustments . . . . .	(clauses 7-9)
IV.	The Railway and Railway Work . . . . .	(clauses 10-19)
V.	Vesting and Use of Land . . . . .	(clauses 20-26)
VI.	Vesting of Property . . . . .	(clauses 27-28)
VII.	Arrangements for Railway Operation . . . . .	(clauses 29-30)
VIII.	Miscellaneous . . . . .	(clauses 31-32)

(2) The Schedules to this agreement are as follows:—

First Schedule	—The Railway Route . . . . .	(clauses 10-11)
Part 1	—Non-Urban Sector	
Part 2 } Part 3 }	—Urban Sector	
Second Schedule	—The Railway Work . . . . .	(clauses 12-13)
Part 1	—The Main Line, Branch Lines and Siding Connections	
Part 2	—Outer Harbor Connection	
Third Schedule	—Land . . . . .	(clauses 20-22)
Fourth Schedule	—Other Assets . . . . .	(clauses 27-28)

**PART I—INTERPRETATION**

2. In this agreement, unless the contrary intention appears or the context otherwise requires—

- “arbitration” means arbitration pursuant to clause 31;
- “non-urban sector” means the Railway route described in Part 1 of the First Schedule;
- “State Authority” means a body corporate established by a law of the State (other than the Transport Authority) and “State Authorities” means any two or more of such authorities according to the requirements of the context;
- “the Commission” means the Australian National Railways Commission being the body corporate established by the Australian National Railways Act 1917 as amended of the Commonwealth Parliament;
- “the operative date” means the date upon which this agreement comes into operation as provided in sub-clause 5 (2);
- “the Railway” means the standard gauge railway to be constructed by the Commission as provided in sub-clause 10 (1);
- “the railway work” means the work to be performed pursuant to clauses 12, 13 and 17;
- “the Transport Authority” means the State Transport Authority being the body corporate constituted by the State Transport Authority Act 1974-1978; and
- “urban sector” means the Railway route described in Parts 2 and 3 of the First Schedule.

3. (1) In this agreement—

- “the Commonwealth Minister” means the Minister for Transport of the Commonwealth or such other Minister of the Commonwealth as may have for the time being administrative responsibility for the matters to which this agreement relates; and

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“the State Minister” means the Minister of Transport for the State.

(2) References in this agreement to a Minister shall be deemed to include any other Minister of the Commonwealth or of the State, as the case may be, who is for the time being acting for or discharging the duties of the relevant Minister.

4. (1) In this agreement, unless the contrary intention appears—

- (a) a reference to a Part or clause is to the relevant Part or clause of this agreement;
- (b) a reference to a sub-clause is to the relevant sub-clause of the clause in which the reference appears or, if the reference indicates another clause, to the relevant sub-clause of that clause of this agreement; and
- (c) a reference to a Schedule is to a Schedule of this agreement.

(2) The Schedules to this agreement shall be regarded as constituting part of this agreement and shall be construed accordingly.

(3) A reference in this agreement to a Schedule or to a Part of a Schedule is a reference to that Schedule or to that Part as from time to time varied in accordance with this agreement.

(4) Headings in this agreement shall not affect its meaning.

**PART II—OPERATION AND LEGISLATION**

5. (1) This agreement, other than clause 6, shall have no force or effect unless and until the legislation of the Commonwealth Parliament and of the South Australian Parliament provided for by that clause has been enacted and come into operation.

(2) This agreement shall come into operation upon legislation of both the Commonwealth Parliament and the South Australian Parliament approving this agreement coming into force and shall thereupon be binding upon and enforceable between the parties.

6. The parties shall take all practical steps to seek the enactment, as soon as practicable, of legislation as follows:—

- (a) legislation by the Commonwealth Parliament and the South Australian Parliament to approve this agreement and to make such provision as shall be necessary or appropriate on the parts of those Parliaments respectively for the implementation of this agreement including legislation—
  - (i) authorizing and requiring the Commonwealth, the State and their respective authorities and instrumentalities to perform and observe the provisions of this agreement on their part to be performed and observed;
  - (ii) providing for the vesting in the Commission of the land to which the Commission shall become entitled under clause 20 of this agreement;
  - (iii) providing to the effect that a joint certificate given by the Commonwealth Minister and the State Minister, or their respective delegates, that the right, title and interest of the State, the Transport Authority or a State Authority in the land referred to in the certificate vested in the Commission is conclusive as to the extent of the right, title and interest and the description of the land so vested on the date thereof for all purposes;
  - (iv) providing to the effect that a joint certificate given by the Commonwealth Minister and the State Minister, or their respective delegates, in relation to any matters not referred to in sub-paragraph (iii) arising under the legislation or this agreement is admissible in evidence in any action or proceedings, and shall be prima facie evidence of the matters stated in the certificate for the purposes of such action or proceedings; and
  - (v) authorizing the making of regulations that are necessary or convenient for carrying out, or giving effect to, this agreement and the legislation for the implementation of this agreement;
- (b) without limiting the generality of sub-paragraph (a) (i) of this clause, legislation by the Commonwealth Parliament and the South Australian Parliament authorizing the construction and the administration, maintenance and operation by the Commission of a railway in accordance with the provisions of this agreement, including that part of the urban sector of the Railway that will be constructed on land which is owned by the Transport

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Authority, a State Authority or the Crown in right of the State and which pursuant to this agreement is to be transferred or granted to the Commission;

- (c) legislation by the South Australian Parliament discharging the Transport Authority or any State Authority or the State from any liabilities and obligations incurred in connection with the carrying out and execution of the railway work under the Railway Construction Agreement and to which the Commission becomes subject by virtue of clause 28;
- (d) legislation of the Commonwealth Parliament making the Commission subject to the liabilities and obligations to which the Commission is to become subject by virtue of clause 28;
- (e) legislation by the Commonwealth Parliament and of the South Australian Parliament under which an action or proceeding in respect of land or other property that vests in the Commission in accordance with the provisions of this agreement shall be continued by or against the Commission;
- (f) legislation by the South Australian Parliament giving to the Commonwealth, in so far as that Parliament has not already done so consent to the construction by the Commonwealth or the Commission of the Railway; and
- (g) legislation by the South Australian Parliament referring to the Commonwealth Parliament in so far as the South Australian Parliament has not already done so the matter of the administration, maintenance and operation by the Commonwealth or the Commission of the Railway.

**PART III—THE RAILWAY CONSTRUCTION AGREEMENT**

**TERMINATION AND FINANCIAL ADJUSTMENTS**

7. (1) The Railway Construction Agreement is hereby determined to the intent that the rights and obligations of the parties thereunder, including any rights or liabilities arising out of the operation of, or by reason of the non-fulfilment of, the provisions thereof, shall be discharged by the coming into force of the legislation of the Commonwealth and State Parliaments referred to in clause 6.

(2) Sub-clause (1) shall not, except as is agreed expressly or by necessary implication between the parties by virtue of this agreement or as may be provided by legislation of the respective Parliaments, prejudice or in any way affect the validity or operation of any act or thing done or suffered by the parties and their respective authorities and instrumentalities under or by virtue of the Railway Construction Agreement or the legislation by which that agreement was approved.

(3) Without prejudice to the generality of sub-clauses (1) and (2), the State is relieved from all and any obligations to make repayments of, or to pay interest in respect of, payments by way of financial assistance that were made by the Commonwealth to the State in accordance with the Railway Construction Agreement.

8. The Commonwealth shall as soon as reasonably practicable and in any event within six calendar months next following the operative date refund to the State the sum of an amount equal to the total of the payments inclusive of the interest paid thereon that were made by the State to the Commonwealth under the Railway Construction Agreement.

9. (1) The accounts and records relating to the carrying out and execution of the railway works provided for by the Railway Construction Agreement and the receipt and expenditure of moneys under and for the purposes of that Agreement up to the day immediately preceding the operative date shall be subject to audit.

(2) The audit shall be carried out, and a report on the audit furnished to the Commonwealth Minister and to the State Minister, in such manner and form as is arranged between the respective Auditors-General of the Commonwealth and of the State having regard to the previous audits that have been carried out with respect to the operation of the Railway Construction Agreement.

**PART IV—THE RAILWAY AND RAILWAY WORK**

10. (1) The Commission shall construct with all reasonable expedition a standard gauge railway along the routes set out in Part 1 and 2 of the First Schedule and subject to effect being given to clause 13, Part 3 of the First Schedule.

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(2) For the purposes of sub-clause (1), the Commission will commence such construction as soon as reasonably practicable and thereafter proceed with such construction until completion of the Railway.

11. The Commission may, subject to the consent of the State Minister, make such deviations in the non-urban sector (in addition to those provided for in Part 1 of the First Schedule) as may be necessary or desirable for the better construction, administration, maintenance and operation of the Railway over that route.

12. The construction of the Railway shall consist of and require the performance of the railway work set out in Part 1 of the Second Schedule and, if effect is given to clause 13, the railway work set out in Part 2 of that Schedule.

13. If at any time after the operative date the Commonwealth Minister and the State Minister so agree and declare in writing, the route set out in Part 3 of the First Schedule or any variation thereof set out in such declaration shall be added to the route of the Railway as part of the urban sector and the railway work set out in Part 2 of the Second Schedule shall be included in the railway work for the purposes of this agreement.

14. (1) The Commission shall ensure that the railway work is carried out and executed with minimum disruption and disturbance to the operations and property of the Transport Authority.

(2) Where the railway work on the urban sector affects the day to day operations of the Transport Authority, the Commission and the Transport Authority shall make arrangements between them for its execution to that extent and if and to the extent that agreement as to such arrangements cannot be reached such dispute shall be determined by arbitration.

15. The Commission shall not be liable to the Transport Authority for or in respect of any disruption or disturbance necessarily or unavoidably caused by or arising out of the carrying out or execution of the railway work according to an arrangement made or determined pursuant to sub-clause 14 (2).

16. The State and the Transport Authority shall take all reasonable and appropriate action to ensure that the carrying out and execution of the railway work is not impeded.

17. (1) The railway work to be carried out on the urban sector may be varied at any time to the extent that such variation is approved in writing by the State Minister.

(2) The railway work to be carried out in the non-urban sector may be varied at any time to the extent that such variation is approved in writing by the Commonwealth Minister.

18. (1) As from the operative date until the giving of a certificate pursuant to clause 22 the Commission shall be entitled to enter upon the land referred to in Part 1 of the Third Schedule and if effect is given to clause 13 the land referred to in Part 2 of the Third Schedule and to use installations and to carry out work and operations thereon for the purpose of the construction of and the administration, maintenance and operation of the Railway and for all other purposes of this agreement.

(2) The Commission shall indemnify and keep indemnified the Transport Authority, the State Authorities and the State and their servants and agents against all injury, damage or loss (whether to persons or to property) arising from the Commission entering land pursuant to sub-clause (1) and using installations and carrying out works and operations thereon for the purposes of this agreement except to the extent that any such injury, damage or loss shall have been caused by the negligence act or default or misconduct on the part of the Transport Authority, any State Authority or the State their servants and agents.

19. Any re-siting or relocation of the facilities used by the Transport Authority, any State Authority or the State made necessary during the construction of the Railway shall be carried out by the Transport Authority, the particular State Authority or the State, the reasonable cost thereof being borne by the Commission, provided that any dispute as to the necessity for and the extent of such re-siting or relocation or the cost thereof shall be determined by arbitration.

**PART V—VESTING AND USE OF LAND**

20. (1) The Commission shall be entitled to the right, title and interest of the Transport Authority, any State Authority and the Crown in right of the State in the land described in Part 1 of the Third Schedule upon the giving of a certificate pursuant to clause 22 to the extent that such land is embodied therein.

(2) If effect is given to clause 13 the Commission shall be entitled to the right, title and interest of the Transport Authority any State Authority, and the Crown in right of the State in the land described



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in Part 2 of the Third Schedule upon the giving of a certificate pursuant to clause 22 to the extent that such land is embodied therein.

(3) Nothing in this agreement shall require the Transport Authority, any State Authority or the State to acquire compulsorily any land for the purposes of the Railway.

21. (1) The land referred to in Part 1 of the Third Schedule and, if effect is given to clause 13, the land referred to in Part 2 of the Third Schedule shall as soon as practicable following the operative date or the operation of clause 13, as the case may be, be surveyed and delineated in detail by the Commission.

(2) In the event and to the extent that either the Commission, the Transport Authority, any State Authority or the State are unable to agree upon the survey and delineation of any land referred to in Part 1 or Part 2 of the Third Schedule, the survey and delineation of such land as is in dispute shall be determined by arbitration having regard to the land that is reasonably and necessarily required by the Commission for the purposes of this agreement.

22. (1) Upon completion of the survey and delineation of the land referred to in Part 1 of the Third Schedule or any part thereof pursuant to clause 21, a description of such land so surveyed and delineated shall be embodied in a certificate or certificates which shall be signed by the Commonwealth Minister and by the State Minister respectively or their duly appointed delegates.

(2) Upon completion of the survey and delineation of the land referred to in Part 2 of the Third Schedule or any part thereof pursuant to clause 21, a description of such land so surveyed and delineated shall be embodied in a certificate or certificates which shall be signed by the Commonwealth Minister and by the State Minister respectively or their duly appointed delegates.

23. (1) The State will grant to the Commission, free of charge, an estate in fee simple without reservation of minerals and unlimited as to depth, in any Crown lands in the non-urban sector that are certified by the Commonwealth Minister or his delegate to be required, and which are in fact required, for or in connection with the construction, extension, administration, maintenance or operation of the non-urban sector of the Railway including any leased lands of the Crown which have become Crown lands by virtue of—

- (a) the surrender by the lessees of their estates in the land to the Crown; or
- (b) the surrender of those estates to the Crown after they have been acquired by the Commission,

and if there is a dispute as to whether the quantity of land so certified is reasonably required the matter shall be determined by arbitration.

(2) The State will also grant to the Commission free of charge any stone, soil and gravel in or on any Crown lands or lands leased by the Crown in the non-urban sector from which the State has a right to take the same, that are certified by the Commonwealth Minister or his delegate to be required, and are in fact required, for or in connection with the construction, extension, maintenance or operation of the Railway.

(3) The removal of any stone, soil or gravel referred to in sub-clause (2) for the purposes set out therein by the Commission shall be subject to the Commission complying at its own cost with all reasonable requirements of the State in relation to the method of extraction from, renovation and reinstatement of the relevant land, in default whereof any such renovation or restitution may be carried out by the State at the expense of the Commission.

(4) For the purposes of this clause “Crown lands” has the same meaning as in the Crown Lands Act 1929–1978 of the State.

24. The Commission will at its expense arrange for such surveys as it considers necessary in respect of the carrying out and execution of the railway work and the Transport Authority will give reasonable assistance to the Commission in the carrying out of such surveys.

25. (1) The Commission will not use the land vested in the Commission pursuant to this agreement for other than railway purposes without the approval of the State Minister.

(2) The Commission will transfer to the State free of charge the land which is vested in the Commission pursuant to this agreement and is no longer required for railway purposes.

26. (1) The Commission shall be entitled to such rights of way and other easements over, and to such rights of entry on and use of, land of the Transport Authority, any State Authority or the State as are reasonably required for or in connection with the carrying out or execution of the railway work and the administration, maintenance or operation of the Railway.

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(2) The Transport Authority, any State Authority or the State shall be entitled to such rights of way and other easements over, and to such rights of entry on and use of, land of the Commission within the urban sector as are reasonably required for or in connection with their functions.

(3) If the Commission, the Transport Authority, any State Authority or the State are not able to agree upon the entitlement of the Commission, the Transport Authority any State Authority or the State, as the case may be, to any rights sought under this clause or upon the terms upon which the Commission, the Transport Authority, any State Authority or the State, as the case may be, are entitled to exercise any such rights, the question or matters not so agreed shall be determined by arbitration.

**PART VI—VESTING OF PROPERTY**

27. The Commission shall on the operative date be entitled as beneficial owner to the goods, equipment, fixtures and other property arising from the performance of the Railway Construction Agreement specified in the Fourth Schedule.

28. The entitlement of the Commission to the property referred to in clause 27 shall be subject to the rights and claims of persons or authorities other than the Transport Authority, any State Authority or the State in and in respect of that property and the Commission shall assume and shall be responsible for meeting as appropriate such liabilities or obligations as exist by virtue of, or arise out of those rights and claims.

**PART VII—ARRANGEMENTS FOR RAILWAY OPERATION**

29. (1) The Commission and the Transport Authority shall make such arrangements as are requisite and appropriate to be made between them for the administration, maintenance and operation of the Railway as contemplated by this agreement with particular regard to the co-ordination of operations with the railway operations of the Transport Authority and the rights of the Commission, where so required, to cross, or to operate along, the Transport Authority lines.

(2) If at any time the Commission and the Transport Authority are not able to agree upon arrangements to be made under this clause, the need for provisions or appropriate arrangements shall be determined by arbitration.

30. The Commission and the Transport Authority shall have the right to run their rolling stock over the railways of each other within the urban sector, subject to reasonable terms and conditions to be agreed between them, including a term or condition relating to the apportionment of costs, and failing agreement the matter shall be referred to arbitration.

**PART VIII—MISCELLANEOUS**

31. (1) Where a reference to arbitration is provided for in this agreement the matter under reference shall be determined, as soon as practicable, by an independent arbitrator to be appointed by the Commonwealth Minister and the State Minister jointly, in default whereof, by the Chairman for the time being of Railways of Australia or, in case the Chairman thereof shall be a member or officer of the Commission, the Deputy Chairman.

(2) Any question, difference, dispute or disagreement referred to arbitration hereunder shall be deemed to be a submission to arbitration within the meaning of the *Arbitration Act 1891–1974* of the State provided that the provisions of section 24 a thereof shall not apply.

32. This agreement shall not, except as it expressly provides or as necessarily results from the performance of its provisions, affect the operation of the Railway Transfer Agreement and the Railway shall not be a railway for the purposes of the operation of the provisions of that Agreement.

**THE SCHEDULES**

**FIRST SCHEDULE—THE RAILWAY ROUTE**

**PART 1—NON-URBAN SECTOR**

Commencing at the existing boundary of the State Transport Authority and the Australian National Railways as provided under the Railway Transfer Agreement a standard gauge line will be provided generally along the alignment of the existing Australian National Railways Salisbury to Port Pirie broad gauge line running generally northerly to a point south of Merriton approximately 184 km from the Adelaide Railway Station, excepting at those locations designated in the Second Schedule, Part 1,

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clause 4 where minor deviations will occur for the purpose of alignment improvement; thence continuing generally northerly on a new alignment to connect with the existing Sydney to Perth standard gauge line in the vicinity of Crystal Brook.

**PART 2—URBAN SECTOR**

**A. MAIN LINE**

From a new passenger terminal located near the Keswick Station area a standard gauge line will be provided to the northern outlet of Mile End Goods Yard and continue along the alignment of the existing State Transport Authority broad gauge Down Freight main and Down Goal Loop to Wye Junction; thence continuing generally northerly on the western side of the State Transport Authority Adelaide to Gawler lines to cross at grade the State Transport Authority Adelaide to Outer Harbor broad gauge lines; thence continuing to pass west of North Adelaide station after closure of the station yard; thence continuing generally west of the Gawler lines to the vicinity of Regency Road Islington; thence generally west of the existing State Transport Authority land to cross at grade the existing State Transport Authority broad gauge Dry Creek to Port Adelaide line to enter the southern end of Dry Creek marshalling yard; thence continuing through Dry Creek yard on the western side of the existing broad gauge and new standard gauge facilities; thence continuing from the northern end of Dry Creek yard at a point approximately 400 metres south of Greenfields station on an alignment generally west of the existing State Transport Authority land to Greenfields station; thence generally west of the existing Adelaide to Gawler lines to pass west of Salisbury Station; thence continuing to connect with the existing Adelaide to Port Pirie line; thence generally along the alignment of the existing Port Pirie line to the existing boundary of the State Transport Authority and the Australian National Railways as provided under the Railway Transfer Agreement.

**B. BRANCH LINES**

**1. Dry Creek to Gillman and Port Adelaide**

A standard gauge connection will be provided from the southern end of Dry Creek marshalling yard along the alignment of the existing State Transport Authority broad gauge line to Gillman marshalling yard with provision for extension to the Outer Harbor area; thence continuing in a generally north-westerly direction to the existing Australian National Railways broad gauge sidings at the Eastern Parade, Port Adelaide, crossing; thence connection to selected industrial premises and terminals.

**2. Dry Creek to Pooraka**

A standard gauge connection will be provided from within the new Dry Creek standard gauge marshalling yard crossing at grade the existing State Transport Authority broad gauge Adelaide to Gawler lines at a point approximately 850 metres north of the Port Wakefield Road bridge; thence continuing southwesterly between the Up Gawler line and the Dry Creek stockyards; thence on the alignment of the eastern leg of the existing broad gauge triangle; thence generally on an alignment north of the existing State Transport Authority broad gauge Northfield line to terminate in the Pooraka Station Yard sidings. Standard gauge connections to selected industrial and abattoir premises will be provided crossing at grade the existing State Transport Authority broad gauge Northfield line where necessary.

**C. SIDING CONNECTIONS**

**1. Dry Creek Yard**

A standard gauge connection will be provided to the Dry Creek goods yard and commercial area in the vicinity of the Dry Creek station along the alignment of the north-western leg of the existing broad gauge triangle and its continuation crossing at grade the existing State Transport Authority broad gauge Northfield line in the vicinity of the south-western corner of the triangle.

**2. Dry Creek Yard, North End**

A crossing loop will be provided parallel to the standard gauge main line from a point approximately 400 metres south of Greenfields Station northwards to provide a minimum standing room of 1,800 metres.

**3. Islington Freight Terminal**

A new standard gauge freight terminal with limited broad gauge access and provision for future development will be constructed on Crown Land reserved for railway purposes on the former Islington Sewage Farm with standard gauge access only from the new standard gauge main line at the northern end and broad and standard gauge access from the existing State Transport Authority Adelaide to Gawler lines and the new Adelaide to Crystal Brook standard gauge line respectively at the southern end.

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**SCHEDULE—continued**

**4. Broad Gauge Connection—Penfield to Bolivar**

A broad gauge connection to the existing Metro Meat Ltd sidings at Bolivar will be maintained by the provision of a new siding track commencing from the State Transport Authority broad gauge Penfield Branch line at the northern end of the Penfield sidings and continuing northerly located on the eastern side of the existing broad gauge Adelaide to Port Pirie line to the existing boundary of the State Transport Authority and the Australian National Railways as provided under the Railway Transfer Agreement.

**PART 3—OUTER HARBOR CONNECTION**

Commencing at Gillman Yard “D” Cabin a new standard gauge line will be provided along the alignment of the existing State Transport Authority broad gauge Rosewater loop line to Port Adelaide “A” Cabin junction; thence continuing along the alignment of the existing State Transport Authority Up and Down broad gauge Adelaide to Outer Harbor lines to a point between Largs North and Draper stations approximately 16.80 km from Adelaide Railway Station; thence continuing generally north-easterly to cross Victoria Road, Largs North, at a point on the western boundary of Section 387, Hundred of Port Adelaide, approximately 50 metres south of the boundary of Sections 387 and 427, Hundred of Port Adelaide; thence continuing generally easterly through Part Block 4, Harbors Board Reserve adjacent to its southern boundary to connect with the existing Australian National Railways broad gauge railway tracks serving the Port Adelaide River frontage and Outer Harbor areas; thence continuing northerly to terminate at the Outer Harbor berths.

**SECOND SCHEDULE—THE RAILWAY WORK**

**PART 1—THE MAIN LINE, BRANCH LINES AND SIDING CONNECTIONS**

The railway work to which this agreement relates shall be:

1. the conversion to standard gauge of the existing State Transport Authority broad gauge Down Freight Main and Down Gaol Loop between the northern outlet of the Mile End Goods yard and Wye Junction, Adelaide;
2. the construction of a new standard gauge railway line approximately 19 kilometres long from Wye Junction, Adelaide to a point approximately 250 metres north of Salisbury station, on the route described in the First Schedule, Part 2A, to connect with the existing Adelaide to Port Pirie line;
3. the conversion of the existing Adelaide to Port Pirie broad gauge railway to standard gauge from a point approximately 250 metres north of Salisbury station to a point approximately 184 kilometres from the Adelaide railway station (approximately 2.5 kilometres south of Merriton) with the exception of minor deviations for alignment improvement as described in Clause 4 following;
4. the realignment of the existing Adelaide to Port Pirie line at the following approximate distances from the Adelaide Railway Station and maximum distances from the existing Australian National Railways reserve, and where impractical to do otherwise the provision of new formation earthworks, minor bridgeworks and railway track:
  - Between 37.08 km and 37.73 km, near Virginia, 20 metres westwards
  - Between 41.40 km and 42.88 km, near Two Wells, 20 metres eastwards
  - Between 43.74 and 44.95 km, at Two Wells, 20 metres eastwards
  - Between 59.54 km and 60.80 km, at Mallala, 30 metres westwards
  - Between 74.60 km and 75.45 km, at Long Plains, 70 metres eastwards
  - Between 98.60 km and 102.00 km, at Bowmans, 800 metres westwards
  - Between 103.15 km and 104.20 km, near Bowmans, 35 metres westwards
  - Between 118.38 km and 118.91 km, at Nantawarra, 10 metres eastwards
  - Between 142.00 km and 144.04 km, at Snowtown, 50 metres westwards
  - Between 170.14 km and 172.20 km, at Redhill, 20 metres eastwardsfinal distances being subject to survey and design;
5. the construction of a new standard gauge railway line approximately 12 kilometres long on a new alignment from a point approximately 2.5 kilometres south of Merriton to run generally northerly to connect with the existing Sydney to Perth standard gauge railway in the vicinity of Crystal Brook with a junction to provide for rail movements to and from Adelaide in both easterly and westerly directions;
6. the provision of crossing loops of 1,800 metres minimum standing room at Bolivar, Two Wells, Long Plains, Bowmans, Nantawarra, Snowtown, Redhill, Rocky River and Warnertown;

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Railway) No. 123, 1980*

**SCHEDULE—continued**

7. the provision of a standard gauge railway connection between Dry Creek and Port Adelaide by the conversion to mixed broad and standard gauge of the existing State Transport Authority broad gauge railway line between Dry Creek and Gillman Yard and construction of a mixed broad and standard gauge railway line between Gillman Yard and Port Adelaide industrial sidings and terminals;
8. the construction of a mixed broad and standard gauge railway connection between Dry Creek and Pooraka;
9. the construction of a new passenger terminal and servicing facilities at Mile End (Keswick);
10. the provision of standard gauge railway connections to serve industry at Mile End;
11. the construction of a new freight terminal on former Sewage Farm land at Islington;
12. the rationalisation of standard gauge facilities at Port Pirie;
13. the connection of standard gauge to selected private sidings;
14. the conversion of such rolling stock as is necessary for the effective operation of the standard gauge railway between Mile End and Crystal Brook;
15. the alteration or relocation of such State Transport Authority railway lines and facilities as necessary to construct the railway as defined;
16. the closure and removal of redundant broad gauge line between Bumbunga and Lochiel and such other broad gauge sidings and facilities rendered redundant;
17. such other work as is necessary to provide for the effective operation of the standard gauge railway between Mile End and Crystal Brook and the continuation of existing broad gauge services and facilities on the urban sector.

**PART 2—OUTER HARBOR CONNECTION**

The railway work shall be:

1. the provision of a standard gauge railway connection between Gillman Yard “D” Cabin and Port Adelaide “A” Cabin junctions by the conversion to mixed broad and standard gauge of the existing State Transport Authority broad gauge Rosewater loop Line approximately 3 kilometres long;
2. the provision of a standard gauge railway connection between Port Adelaide “A” Cabin junction and a point between Largs North and Draper stations by the conversion to mixed broad and standard gauge of the existing Up and Down Adelaide to Outer Harbor broad gauge lines approximately 6.0 kilometres long;
3. the construction of a new mixed broad and standard gauge railway line approximately 2.3 kilometres long from a point between Largs North and Draper to connect with the existing Australian National Railways broad gauge tracks serving the Port Adelaide River frontage;
4. the conversion to mixed broad and standard gauge of the existing broad gauge shunt main lines northwards from the connection point referred to in paragraph 3 above for approximately 3 kilometres to terminate at the Outer Harbor berths;
5. the connection of standard gauge to the Pelican Point container berths and other selected private sidings; and
6. such other work as is necessary to provide for the effective operation of the standard gauge railway between Gillman Yard and Outer Harbor and the continuation of existing broad gauge services and facilities on the Alberton to Outer Harbor railway.

**THIRD SCHEDULE: LAND**

**PART 1—URBAN SECTOR OTHER THAN OUTER HARBOR CONNECTION**

The land coloured blue and green in sections 1, 2 and 3 of the Plan entitled “ADELAIDE—CRYSTAL BROOK, STANDARD GAUGE PROJECT—LAND REQUIREMENTS—URBAN SECTOR” exhibited with and identified for the purposes of this agreement.

**PART 2—OUTER HARBOR CONNECTION**

The land coloured blue and green in section 4 of the Plan referred to in Part 1 of this Schedule.

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**SCHEDULE—continued**

**FOURTH SCHEDULE: OTHER ASSETS**

(A) Assets Acquired under the Railway Construction Agreement

Book Value at 31 December 1979

Signalling Equipment . . . . .	\$ 324,500.00
Rolling Stock Materials . . . . .	952,000.00
Completed Rolling Stock . . . . .	475,000.00
Switch and Crossing Units . . . . .	160,700.00
53 kg Rail . . . . .	1,593,000.00
Land at: Crystal Brook . . . . .	13,800.00
: Virginia . . . . .	13,500.00
Houses at: Ovingham . . . . .	16,000.00
: Redhill . . . . .	2,000.00
Material in Track—	
Snowtown to Wallaroo . . . . .	18,900.00
Improvements at Mile End Yard . . . . .	5,000.00
Plant and vehicles . . . . .	30,000.00
	\$3,604,400.00

(B) Reports Drawings and other Documentation Acquired under the Railway Construction Agreement, resulting from the following expenditures:

(i) Engineering and Survey Consultancy Fees . . . . .	\$1,281,500.00
(ii) Engineering, accounting, administration and other miscellaneous expenditure . . . . .	1,158,883.09
	\$2,440,383.09

(C) Cash balance . . . . . \$ 569,977.45

IN WITNESS WHEREOF this agreement has been executed as at the day and year first above written.

SIGNED on behalf of THE  
COMMONWEALTH OF AUSTRALIA by  
the Honourable JOHN ELDEN MCLEAY  
Minister of State for Administrative Services  
acting for and on behalf of  
the Minister of State for Transport  
in the presence of:—

} J. E. MCLEAY

E. L. CUMMINS

SIGNED on behalf of THE STATE  
OF SOUTH AUSTRALIA by the  
Honourable MICHAEL MINELL WILSON,  
Minister of Transport in the presence of:—

} MICHAEL WILSON

R. BURNETT