

## SCHEDULE—continued.

THE DEPARTMENT OF MARKETS AND MIGRATION.		£
UNDER CONTROL OF DEPARTMENT OF MARKETS AND MIGRATION.		
Immigration—Advances of Passage money, Landing money and Medical fees of Assisted Immigrants .. .. .		348,380
Advances to States and to the Administrator of the Northern Territory for purchase of wire and wire netting .. .. .		500,000
Total DEPARTMENT OF MARKETS AND MIGRATION ..		848,380
REDEMPTIONS.		
Redemption of loans raised by the Government of South Australia on account of the Port Augusta—Oodnadatta Railway .. .. .		90,340
Total .. .. .		11,650,839

## GRAFTON TO SOUTH BRISBANE RAILWAY.

### No. 34 of 1926.

An Act to ratify the Agreement made between the Commonwealth of Australia, Norris Garrett Bell, James Fraser, James Walker Davidson, and the State of New South Wales, to ratify the Agreement made between the Commonwealth of Australia, Norris Garrett Bell, James Fraser, James Walker Davidson, and the State of Queensland, and to amend the *Grafton to South Brisbane Railway Act 1924*.

[Assented to 29th July, 1926.]

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

1.—(1.) This Act may be cited as the *Grafton to South Brisbane Railway Act 1926*.

(2.) The *Grafton to South Brisbane Railway Act 1924\** is in this Act referred to as the Principal Act.

Short title and citation.

\* Act No. 54, 1924.

(3.) The Principal Act, as amended by this Act, may be cited as the *Grafton to South Brisbane Railway Act 1924-1926*.

2.—(1.) The Agreement made, on the twenty-second day of March in the year One thousand nine hundred and twenty-six, between the Commonwealth of Australia, Norris Garrett Bell, James Fraser, James Walker Davidson, and the State of New South Wales, a copy of which was laid before each House of the Parliament on the twenty-eighth day of May in the year One thousand nine hundred and twenty-six, and a copy of which (excluding the annexures thereto) is set out in the Second Schedule contained in section six of this Act, is hereby ratified.

Ratification of  
Agreements.

(2.) The Agreement made, on the twenty-third day of March in the year One thousand nine hundred and twenty-six, between the Commonwealth of Australia, Norris Garrett Bell, James Fraser, James Walker Davidson, and the State of Queensland, a copy of which was laid before each House of the Parliament on the twenty-eighth day of May in the year One thousand nine hundred and twenty-six, and a copy of which (excluding the annexures thereto) is set out in the Third Schedule contained in section six of this Act, is hereby ratified.

3. The Principal Act is amended by omitting the word "Schedule" (wherever occurring) and inserting in its stead the words "First Schedule".

Amendment of  
Principal Act.

4. Section four of the Principal Act is amended by omitting the words "Three million five hundred thousand" and inserting in their stead the words "Four million".

Authority to  
borrow.

5. Section six of the Principal Act is amended by omitting from sub-section (1.) the words "Three million five hundred thousand" and inserting in their stead the words "Four million".

Authority to  
make advances.

6. The Principal Act is amended by adding at the end thereof the following Schedules :—

Second  
Schedule.

### "THE SECOND SCHEDULE.

"AGREEMENT made the twenty-second day of March One thousand nine hundred and twenty-six BETWEEN—THE COMMONWEALTH OF AUSTRALIA (hereinafter called the 'Commonwealth') of the First Part NORRIS GARRETT BELL of Melbourne Commonwealth Railways Commissioner JAMES FRASER of Sydney the Chief Commissioner for Railways of New South Wales and JAMES WALKER DAVIDSON of Brisbane Commissioner for Railways of Queensland being the Railway Council constituted by the Agreement contained in the Schedule to the *Grafton to South Brisbane Railway Act 1924* of the Commonwealth and the *Grafton-Kyogle to South Brisbane Railway Agreement Ratification Act 1924* of the State of New South Wales (hereinafter called the 'Council' which expression shall unless the context otherwise requires include the members of such Council for the time being and the deputies of such members)

" THE SECOND SCHEDULE—*continued.*

of the second part and THE STATE OF NEW SOUTH WALES (hereinafter called the 'Contractor') of the third part WHEREAS for the purposes of the said Agreement tenders were called for the performance of the work required in the construction of Section Number 1 of the railway from Kyogle to South Brisbane referred to in the said Agreement namely from 85 miles 9 chains 2 links from Grafton to 111 miles 54 chains 86 links at Richmond Gap AND WHEREAS the Chief Engineer of the Construction Branch of the New South Wales Government Railways and Tramways at the request of the Council submitted to it a sealed estimate showing the rates for which he considered the estimated quantities of the various works included in the said Section Number 1 of the said railway could be constructed AND WHEREAS the Council decided not to accept any tender received by it for the construction of the said Section No. 1 but decided to have the same carried out by or on behalf of the State of New South Wales AND WHEREAS the Commonwealth has requested that the said Section Number 1 should be constructed by or for the State of New South Wales as an independent Contractor with the Council at the rates mentioned in the said sealed estimate adding thereto the sum of Twenty-five thousand five hundred pounds (£25,500) for engineering supervision NOW THEREFORE IT IS HEREBY AGREED by and between the parties hereto as follows :—

1. THE Contractor shall undertake and carry out the work required in the construction of the said Section Number 1 of the said railway in accordance with the Specification of Works hereto annexed and marked with the letter 'A' with the General Conditions hereto annexed and marked with the letter 'B' with the Schedule of Quantities and Prices hereto annexed and marked with the letter 'C' with the Conditions of Tendering hereto annexed and marked with the letter 'D' and with the sealed Estimate and the letter from F. E. Wickham to E. Simms dated the twenty-eighth day of August one thousand nine hundred and twenty-five copies of which are hereto annexed and marked with the letter 'E' and with the provisions of this Contract so far as the same are respectively to be performed observed fulfilled obeyed and abided by on the part of the Contractor and at and for the prices contained in the said Schedule of Quantities and Prices marked 'C' according to the Quantities of work as determined by measurement or as otherwise provided herein or hereunder with such additions and deductions as are provided for in this Contract and the annexures hereto to which shall be added the sum of Twenty-five thousand five hundred pounds (£25,500) for engineering supervision.

2. THE Council agrees that it shall and will perform observe fulfil obey and abide by the several articles clauses conditions and stipulations contained in this contract and the said annexures hereto so far as the same respectively are to be performed observed fulfilled obeyed and abided by on the part of the Council.

3. THE Council agrees that it will pay to the Contractor for the performance of the said work according to the quantities of work as determined by measurement or as otherwise provided herein or hereunder at the rates shown in the said Schedule of Quantities and Prices marked 'C' with such additions and deductions as are provided for in this Contract and the annexures hereto also in addition thereto the said sum of Twenty-five thousand five hundred pounds (£25,500) for engineering supervision.

4. THE prices set out in the said Schedule of Prices and Quantities marked 'C' are to be taken to have been based upon the rates of wages prescribed by Awards or Orders of the Court of Industrial Arbitration of New South Wales in force on the twenty-eighth day of August one thousand nine hundred and twenty-five and where the rates of wages were at such date not so prescribed upon the rates of wages ruling in New South Wales at the said date and are to be taken to have been based upon forty-four hours per week being the working hours per week at the said date. Such prices shall be subject to adjustments from time to time as follows that is to say :—

- (a) If the rates of wages paid by the Contractor to its employees engaged in New South Wales in the execution of the said work shall by reason of any Award or Order of any Court or other competent authority of the Commonwealth or the State or any Industrial Agreement duly recorded with any such Court or Authority and approved by the Council be greater or less than the rates of wages prescribed by the said Awards or Orders in force on the said day or in case of rates not being so prescribed then the rates of wages ruling in New South Wales at such date, the amount of the increase or reduction thereby occasioned in the prices stated in the said Schedule marked 'C' shall be added thereto or deducted therefrom as the case may be.

“ THE SECOND SCHEDULE—*continued.*”

- (b) In the event of the working hours per week being increased or reduced from forty-four hours per week by reason of any award or order of any State or Commonwealth Court or Authority or of any Statute or of any Industrial Agreement duly recorded with such Court or Authority and approved by the Council affecting the employees of the Contractor engaged in New South Wales in the execution of the said work the amount of decrease occasioned in the prices otherwise payable to the Contractor under the Contract by the increase of the working hours or the amount of the increase occasioned in such prices by the decrease of such hours shall be added to or deducted therefrom as the case may be.
- (c) As often as any increase or decrease shall be made as aforesaid in any of the rates of wages or working hours upon which the prices set out in the said Schedule of Prices marked ‘C’ are taken to have been based the Contractor will thereupon notify the same to the Council.
- (d) The amount of all additions and deductions to be made or allowed to or by the Contractor under Sub-Clause (a) or (b) shall be determined by agreement between a person appointed by the Contractor and a person appointed by the Council and in default of such agreement by the Council.
- (e) So much of piece work rates as consists of wages shall be deemed to have increased or decreased in proportion to the increases or decreases in wages for the class of work in question.

5. In reading and construing the said General Conditions marked ‘B’ the said Specification marked ‘A’ and the said Conditions of Tendering marked ‘D’ the following alterations shall be made—

In the General Conditions—

*Interpretation Clause 1 (a)*—

The term ‘Council’—‘The Railway Council constituted by the Grafton—Kyogle to South Brisbane Railway Agreement’

is altered to read—

‘Council’—‘The Railway Council constituted by the Grafton—Kyogle to South Brisbane Railway Agreement or (except in clauses 44 and 45 hereof) any person duly authorized by the unanimous decision of the Council on its behalf.’

The term ‘Superintending Officer’—‘The Officer from time to time acting under the Engineer in the supervision of works’; and

The term ‘Engineer’—‘The Chief Engineer for railway construction for the time being, or his duly appointed representative’

are deleted, and the word ‘Council’ is substituted in place of the words ‘Superintending Officer’ and ‘Engineer’ wherever appearing in the said General Conditions and Specification of Works.

Clause 5 of the said Conditions of Tendering is deleted.

Clause 7 of the said Conditions of Tendering is deleted.

Clause 6 of the said Conditions of Tendering—The word ‘Council’ is substituted for the word ‘Engineer’.

Clause 30 (a), (b), (c) and (d) General Conditions is deleted, and the following clause is substituted—

Clause 30. ‘The payments to be made to the Contractor by the Council in respect of work done shall be made each four weeks and the amount of such payments shall depend upon and be determined by the progress certificate to be given as provided in Clause 27 (b)’.

6. NOTWITHSTANDING any other provision contained in this Contract or any annexure hereto, in the event of the Contractor being dissatisfied with any determination notice certificate or order by a nominee of the Council under this contract or any annexure hereto the Contractor may within eight weeks of the date on which such determination notice certificate or order is given appeal therefrom to the Council whose decision shall be final.

7. THE Commonwealth agrees as a separate agreement with the said State and the Council that it will do all things on its part necessary to be done in order to enable the Council to carry out the provisions of this contract and the annexures hereto which on its part are to be observed and performed.

8. THE Commonwealth agrees that it will take all steps necessary to have this contract ratified by the Parliament of the Commonwealth as early as possible, and

## "THE SECOND SCHEDULE—continued.

the said State agrees that it will take all steps necessary to have this contract ratified by the Parliament of the said State as early as possible.

IN WITNESS whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

SIGNED SEALED AND DELIVERED by STANLEY  
MELBOURNE BRUCE the Prime Minister of the  
Commonwealth of Australia for and on behalf  
of the said Commonwealth (but so as not to  
incur any personal liability) in the presence of— } S. M. BRUCE. (SEAL)  
W. C. HILL.

SIGNED SEALED AND DELIVERED by the said  
NORRIS GARRETT BELL (but so as not to incur  
any personal liability) in the presence of— } NORRIS G. BELL. (SEAL)  
EDWD. SIMMS.

SIGNED SEALED AND DELIVERED by the said JAMES  
FRASER (but so as not to incur any personal  
liability) in the presence of— } JAMES FRASER by his duly  
authorized Deputy  
F. E. WICKHAM. (SEAL)  
EDWD. SIMMS.

SIGNED SEALED AND DELIVERED by the said JAMES  
WALKER DAVIDSON (but so as not to incur any  
personal liability) in the presence of— } J. W. DAVIDSON. (SEAL)  
EDWD. SIMMS.

SIGNED SEALED AND DELIVERED by JOHN THOMAS  
LANG the Premier and Colonial Treasurer of the  
State of New South Wales for and on behalf of } JOHN T. LANG. (SEAL)  
the said State (but so as not to incur any per-  
sonal liability) in the presence of— }  
M. M. FLANNERY.

## "THE THIRD SCHEDULE.

"AGREEMENT made the twenty-third day of March One thousand nine hundred and twenty-six BETWEEN THE COMMONWEALTH OF AUSTRALIA (hereinafter called the 'Commonwealth') of the first part NORRIS GARRETT BELL of Melbourne Commonwealth Railways Commissioner JAMES FRASER of Sydney the Chief Commissioner for Railways of New South Wales and JAMES WALKER DAVIDSON of Brisbane Commissioner, for Railways of Queensland being the Railway Council constituted by the Agreement contained in the Schedule to the *Grafton to South Brisbane Railway Act 1924* of the Commonwealth and the *Grafton-Kyogle to South Brisbane Railway Agreement Ratification Act 1924* of the State of New South Wales (hereinafter called the 'Council' which expression shall unless the context otherwise requires include the members of such Council for the time being and the deputies of such members) of the second part and THE STATE OF QUEENSLAND (hereinafter called the 'Contractor') of the third part WHEREAS for the purposes of the said Agreement tenders were called for the performance of the work required in the construction of Section Number 2 of the Railway from South Brisbane to Richmond Gap referred to in the said Agreement namely from 1 mile 0 chains 0 links near Salisbury to 0 miles 40 chains 50 links (at Richmond Gap) AND WHEREAS the Chief Engineer of the Queensland Government Railways at the request of the Council submitted to it a sealed estimate showing the rates for which he considered the estimated quantities of the various works included in the said Section Number 2 of the said railway could be constructed AND WHEREAS the Council decided not to accept any tender received by it for the construction of the said Section No. 2 but decided to have the same carried out by or on behalf of the State of Queensland AND WHEREAS the Commonwealth has requested that the said Section Number 2 should be constructed by or for the State of Queensland as an independent Contractor with the Council at the rates mentioned in the said sealed estimate NOW THEREFORE IT IS HEREBY AGREED by and between the parties hereto as follows :

1. The Contractor shall undertake and carry out the work required in the construction of the said Section Number 2 of the said railway in accordance with the Specification of Works hereto annexed and marked with the letter 'A' with the General Conditions hereto annexed and marked with the letter 'B' with the Schedule of Quantities and Prices hereto annexed and marked with the letter 'C' with the Conditions of Tendering hereto annexed and marked with the letter 'D' and with the sealed Estimate dated the twenty-fifth day of August one thousand nine hundred and twenty-five a copy of which is hereto annexed and marked with the letter 'E' and with the provi-

"THE THIRD SCHEDULE—*continued.*

sions of this Contract so far as the same are respectively to be performed observed fulfilled obeyed and abided by on the part of the Contractor and at and for the prices contained in the said Schedule of Quantities and Prices marked 'C' according to the quantities of work as determined by measurement or as otherwise provided herein or hereunder with such additions and deductions as are provided for in this Contract and the annexures hereto.

2. The Council agrees that it shall and will perform observe fulfil obey and abide by the several articles clauses conditions and stipulations contained in this contract and the said annexures hereto so far as the same respectively are to be performed observed fulfilled obeyed and abided by on the part of the Council.

3. The Council agrees that it will pay to the Contractor for the performance of the said work according to the quantities of work as determined by measurement or as otherwise provided herein or hereunder at the rates shown in the said Schedule of Quantities and Prices marked 'C' with such additions and deductions as are provided for in this Contract and the annexures hereto.

4. The prices set out in the said Schedule of Prices and Quantities marked 'C' are to be taken to have been based upon the rates of wages prescribed by Awards or Orders of the Court of Industrial Arbitration of Queensland in force on the 28th August, 1925, and where the rates of wages were at such date not so prescribed upon the rates of wages ruling in Queensland at the said date and are to be taken to have been based upon forty-four hours per week being the working hours per week at the said date. Such prices shall be subject to adjustments from time to time as follows that is to say:—

- (a) If the rates of wages paid by the Contractor to its employees engaged in Queensland in the execution of the said work shall by reason of any Award or Order of any Court or other competent authority of the Commonwealth or the State or any Industrial Agreement duly recorded with any such Court or Authority and approved by the Council be greater or less than the rates of wages prescribed by the said Awards or Orders in force on the said day or in case of rates not being so prescribed then the rates of wages ruling in Queensland at such date, the amount of the increase or reduction thereby occasioned in the prices stated in the said Schedule marked 'C' shall be added thereto or deducted therefrom as the case may be.
- (b) In the event of the working hours per week being increased or reduced from forty-four hours per week by reason of any award or order of any State or Commonwealth Court or Authority or of any Statute or of any Industrial Agreement duly recorded with such Court or Authority and approved by the Council affecting the employees of the Contractor engaged in Queensland in the execution of the said work the amount of decrease occasioned in the prices otherwise payable to the Contractor under the Contract by the increase of the working hours or the amount of the increase occasioned in such prices by the decrease of such hours shall be added to or deducted therefrom as the case may be.
- (c) As often as any increase or decrease shall be made as aforesaid in any of the rates of wages or working hours upon which the prices set out in the said Schedule of Prices marked 'C' are taken to have been based the Contractor will thereupon notify the same to the Council.
- (d) The amount of all additions and deductions to be made or allowed to or by the Contractor under Sub-clause (a) or (b) of this Clause shall be determined by agreement between a person appointed by the Contractor and a person appointed by the Council and in default of such agreement by the Council.
- (e) So much of piece work rates as consists of wages shall be deemed to have increased or decreased in proportion to the increases or decreases in wages for the class of work in question.

5. In reading and construing the said General Conditions marked 'B' the said Specification marked 'A' and the said Conditions of Tendering marked 'D' the following alterations shall be made—

In the General Conditions—

*Interpretation Clause 1 (a)—*

The term 'Council'—'The Railway Council constituted by the Grafton-Kyogle to South Brisbane Railway Agreement',

is altered to read—

'Council'—'The Railway Council constituted by the Grafton-Kyogle to South Brisbane Railway Agreement or (except in clauses 44 and 45 hereof) any person duly authorized by the unanimous decision of the Council on its behalf.'

## " THE THIRD SCHEDULE—continued.

The term 'Superintending Officer'—'The Officer from time to time acting under the Engineer in the supervision of works' and  
The term 'Engineer'—'The Chief Engineer for railway construction for the time being, or his duly appointed representative'

are deleted, and the word 'Council' is substituted in place of the words 'Superintending Officer' and 'Engineer' wherever appearing in the said General Conditions and Specification of Works.

Clause 5 of the said Conditions of Tendering is deleted.

Clause 7 of the said Conditions of Tendering is deleted.

Clause 6 of the said Conditions of Tendering—The word 'Council' is substituted for the word 'Engineer'.

Clause 30 (a), (b), (c) and (d) General Conditions is deleted, and the following clause is substituted—

Clause 30. 'The payments to be made to the Contractor by the Council in respect of work done shall be made each four weeks and the amount of such payments shall depend upon and be determined by the progress certificate to be given as provided in Clause 27 (b)'.

6. Notwithstanding any other provision contained in this Contract or any annexure hereto, in the event of the Contractor being dissatisfied with any determination notice certificate or order by a nominee of the Council under this Contract or any annexure hereto the Contractor may within eight weeks of the date on which such determination notice certificate or order is given appeal therefrom to the Council whose decision shall be final.

7. The Commonwealth agrees as a separate agreement with the said State and the Council that it will do all things on its part necessary to be done in order to enable the Council to carry out the provisions of this contract and the annexures hereto which on its part are to be observed and performed.

8. The Commonwealth agrees that it will take all steps necessary to have this contract ratified by the Parliament of the Commonwealth as early as possible, and the said State agrees that it will take all steps necessary to have this contract ratified by the Parliament of the said State as early as possible.

IN WITNESS whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

SIGNED SEALED AND DELIVERED by STANLEY }  
MELBOURNE BRUCE the Prime Minister of the }  
Commonwealth of Australia for and on behalf } S. M. BRUCE. (SEAL)  
of the said Commonwealth (but so as not to }  
incur any personal liability) in the presence of— }  
W. C. HILL.

SIGNED SEALED AND DELIVERED by the said }  
NORRIS GARRETT BELL (but so as not to incur any } NORRIS G. BELL (SEAL)  
personal liability) in the presence of— }  
EDWD. SIMMS.

SIGNED SEALED AND DELIVERED by the said } JAMES FRASER by his duly  
JAMES FRASER (but so as not to incur any personal } authorized deputy—  
liability) in the presence of— } F. E. WICKHAM. (SEAL)  
EDWD. SIMMS.

SIGNED SEALED AND DELIVERED by the said JAMES }  
WALKER DAVIDSON (but so as not to incur any } J. W. DAVIDSON. (SEAL)  
personal liability) in the presence of— }  
EDWD. SIMMS.

SIGNED SEALED AND DELIVERED by WILLIAM }  
McCORMACK the Premier of the State of Queens- } W. McCORMACK. (SEAL)"  
land for and on behalf of the said State (but so as }  
not to incur any personal liability) in the presence }  
of— }  
J. LARCOMBE.