



URBAN PUBLIC TRANSPORT AGREEMENT

—————
No. 60 of 1974
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ANALYSIS

1. Short title.
2. Interpretation.
3. Ratification of the Agreement.
4. Power to carry out Agreement.

AN ACT to ratify and to facilitate the carrying into effect of an agreement between the Government of the Commonwealth and the Governments of the States relating to the provision of financial assistance for the improvement of urban public transport.

[31 October 1974]

BE it enacted by His Excellency the Governor of Tasmania, by and with the advice and consent of the Legislative Council and House of Assembly, in Parliament assembled, as follows:—

1 This Act may be cited as the *Urban Public Transport Agreement Act 1974*. Short title.

Interpretation.

2 In this Act “ the Agreement ” means the agreement a copy of which is set forth in the Schedule.

Ratification of the Agreement.

3 The execution of the Agreement on behalf of the Government of the State is hereby ratified.

Power to carry out Agreement.

4—(1) Without prejudice to the exercise of any other powers in that behalf the Minister may do all such things as appear to him necessary for the purpose of carrying out the Agreement.

(2) Where any project referred to in the Agreement is carried out, in whole or in part, by any authority or instrumentality, that authority or instrumentality shall comply with such directions as the Minister may give for the purpose of carrying out the Agreement or for ensuring compliance with its terms and shall furnish to the Minister such information as he may require with respect to the project.

SCHEDULE

(Section 2)

AN AGREEMENT made the Twenty ninth day of March One thousand nine hundred and seventy-four between—

THE GOVERNMENT OF THE COMMONWEALTH OF AUSTRALIA (in this Agreement called ‘ the Australian Government ’) of the first part,

THE GOVERNMENT OF THE STATE OF NEW SOUTH WALES of the second part,

THE GOVERNMENT OF THE STATE OF VICTORIA of the third part,

THE GOVERNMENT OF THE STATE OF QUEENSLAND of the fourth part,

THE GOVERNMENT OF THE STATE OF SOUTH AUSTRALIA of the fifth part,

THE GOVERNMENT OF THE STATE OF WESTERN AUSTRALIA of the sixth part, and

THE GOVERNMENT OF THE STATE OF TASMANIA of the seventh part,

(each of which Governments of the States is in this Agreement called a ‘ State Government ’ and all of which that are for the time being parties to this Agreement are referred to as ‘ the State Governments ’)

WHEREAS—

- (a) in order to assist the orderly development of the major cities of Australia and to improve the standard of living of their citizens, it is desirable that the quality, capacity, efficiency and frequency of the public transport systems in those cities be improved;
- (b) to achieve that improvement it is necessary for various projects to be undertaken;

- (c) certain projects have been proposed by the State Governments for that purpose and are considered by the Australian Government to offer sufficient economic and social benefits to warrant the provision of financial assistance to enable them to be carried out;
- (d) it is anticipated that various other projects will be proposed by State Governments for consideration by the Australian Government with a view to the provision of financial assistance in respect of those projects in accordance with this Agreement;
- (e) the Parliament of the Commonwealth of Australia will be requested to approve this Agreement and to authorize the grant of financial assistance to the States to the extent and upon the terms and conditions provided for by this Agreement:

NOW IT IS HEREBY AGREED as follows:

PART I—PRELIMINARY

1. (1) This Agreement shall have no force or effect and shall not be binding upon any party until it has been approved by the Parliament of the Commonwealth of Australia. Commencement
of Agreement

(2) Subject to sub-clause (1) of this clause, this Agreement shall come into force in respect of the Australian Government and of a State Government when it has been executed on behalf of the Australian Government and of the State Government.

2. Notwithstanding that in this Agreement the Governments of all the States are named as parties, this Agreement shall operate as an agreement between the Australian Government and the State Government or Governments in respect of which it comes into force as fully and effectually as if the Governments in respect of which it comes into force were the only Governments named as parties. Operation
as to States

3. Each Government in respect of which this Agreement comes into force will provide for and secure the carrying out of this Agreement by it and its authorities and instrumentalities. Performance
of Agreement

4. In this Agreement, unless a contrary intention appears—

Definitions

‘approved’ in relation to a project or to an estimate means approved or deemed to be approved under Part II of this Agreement;

‘clause’ means clause of this Agreement;

‘financial year’ means a period of twelve months ending on the thirtieth day of June;

‘major city’ means an area designated by the Commonwealth Statistician, for the purposes of Census taken in the year 1971, as—

- (a) the Sydney Statistical Division;
- (b) the Melbourne Statistical Division;
- (c) the Brisbane Statistical Division;
- (d) the Adelaide Statistical Division;
- (e) the Perth Statistical Division; or
- (f) the Hobart Statistical Division;

and includes such other areas as may be agreed between the Australian Government and a State Government;

- ‘ project ’ means a project referred to in clause 6 of Part II of this Agreement;
- ‘ the Minister ’ means the Minister for Transport of the Australian Government;
- ‘ the State Minister ’ means the Minister of State of a State Government having administrative responsibility for this Agreement;
- ‘ the Treasurer ’ means the Treasurer of the Australian Government.

References to Ministers

5. Where in this Agreement a Minister is referred to, the reference shall be deemed to extend to a Minister howsoever designated who has assumed the relevant functions of that Minister and to include a member of the Federal Executive Council or of the Executive Council of the relevant State, as the case may be, for the time being acting for and on behalf of that Minister.

PART II—APPROVAL OF PROJECTS

Applications

6. (1) Where a State Government proposes to carry out a project to improve the quality, capacity, efficiency or frequency of the public transport system of a major city in respect of which it desires financial assistance to be provided by the Australia Government under this Agreement, the State Minister may submit the proposal to the Minister for approval for the purposes of this Agreement.

(2) The projects set out in the Schedule to this Agreement shall be deemed to have been the subject of applications by the relevant State Ministers under this clause and to have been approved in accordance with the succeeding provisions of this Part at the respective initial estimated costs set out in respect of those projects in the Schedule.

Investigation of Projects

7. (1) A project in respect of which an application has been made under sub-clause (1) of clause 6 shall be the subject of such investigations as the Australian Government considers necessary and are consistent with the nature and objects of the project.

(2) Without derogating from the generality of sub-clause (1), the investigations to be carried out may extend to economic and social benefit/cost analysis, urban development aspects and environmental consequences of the project.

(3) The State Government shall furnish such further information in respect of projects being investigated and such assistance in carrying out the investigations as is reasonably requested by the Australian Government.

(4) The information furnished by the State Government in respect of a project shall include initial estimates of the cost of the project and any revised initial estimates of costs that are prepared while the project is under investigation.

8. (1) When the Australian Government is satisfied that a project is one in respect of which financial assistance under this Agreement should be provided, the Minister shall inform the State Minister that the project is approved by the Australian Government and specify the amount he understands has been agreed between him and the State Minister as the estimated cost of the project at which the project is approved for the purposes of this Agreement. Approval of Projects

(2) The project shall not be taken to be approved under this Part unless and until the State Minister notifies the Minister that the State Government affirms the project as approved by the Australian Government and confirms that he is in agreement that the amount specified by the Minister is the estimated cost of carrying out the project.

PART III—COMPLETION OF APPROVED PROJECTS

9. Where and to the extent considered appropriate by the Minister, the State Government shall, in respect of an approved project— Planning of Approved Projects

(a) prepare—

- (i) a master plan of the approved project including descriptions, completion programmes and appropriate procedures for performance;
- (ii) plans and specifications of the works included in the project;
- (iii) estimates of the cost of carrying out the project (in addition to the initial estimates referred to in clause 7 and including revised estimates as appropriate); and

(b) furnish to the Minister as required by him copies of the master plan, plans and specifications and estimates.

10. A State Government shall carry out or cause to be carried out the works included in approved projects for which it is responsible in conformity with sound engineering and financial practices and in accordance with this Agreement. Execution of Work

11. (1) An approved project may be varied at any time in such a manner and to such an extent consistent with the fulfilment of the objectives of this Agreement as is agreed by the Minister and the State Minister in or after consultations that at the request of either will be held or arranged by them for this purpose. Variation and Discontinuance of Approved Projects

(2) If either the State Government concerned or the Australian Government proposes that an approved project be deferred or discontinued, in whole or in part, the State Minister or the Minister, as the case may be, shall notify the other of the proposal and the Ministers shall consult as requisite to ensure that due consideration is given to the proposal. Such action shall be taken arising out of the proposal as is appropriate to the circumstances and is agreed upon by the Ministers in the course of or having regard to these consultations.

12. (1) Except where the State Minister establishes to the satisfaction of the Minister that it is undesirable to do so, a State Government through its Award of Contracts

appropriate authorities shall invite tenders and, subject to sub-clause (2) of this clause, let contracts for the carrying out of the work involved in an approved project.

(2) The concurrence of the Minister shall be obtained before a contract is awarded where the value of the contract exceeds two hundred and fifty thousand dollars (\$250,000) provided that if at the wish of the State Government a contract is awarded to a tenderer other than the lowest acceptable tenderer, the additional cost of carrying out the work by reason of the award of the contract to the higher tenderer shall, subject to the provisions of this Agreement, be borne—

- (a) where the State Government considers that the lowest acceptable tender should not be accepted and the Minister agrees— two thirds by the Australian Government and one third by the State Government;
- (b) where the Minister considers that the lowest acceptable tender should be accepted but the result of the State proposal is that the contract is awarded to the higher tenderer—by the State.

Inspection of Work, etc.

13. A State Government shall permit any officer or employee of the Australian Government authorized by the Minister or such other person as might be arranged between the Minister and State Minister at all reasonable times to inspect any work involved in carrying out an approved project and to inspect, take copies of or extracts from any plans, designs, tenders, or similar documents relating to the approved project.

Extra Work

14. A State Government shall be entitled, at its own expense, to carry out in conjunction with an approved project such work other than that involved in carrying out the approved project or such work to provide a capacity or equipment in excess of that established under this Agreement in respect of the approved project as the State Government considers necessary.

PART IV—FINANCE

Financial Assistance

15. (1) Subject to compliance by the State Government with the provisions of this Agreement, the Australian Government shall, in accordance with and subject to the provisions of this Agreement, provide financial assistance by way of non repayable grant to a State Government towards meeting expenditure by the State Government in respect of an approved project during the financial years commencing on 1 July in the years 1973, 1974, 1975, 1976 and 1977.

(2) The financial assistance shall be equivalent to two thirds of the expenditure by the State Government in respect of the approved project provided that—

- (a) the expenditure shall not include any amounts to be borne by the State under paragraph (b) of sub-clause (2) of clause 12;
- (b) the total amount of the financial assistance shall not exceed two thirds of the estimated cost of the project as provided in sub-clause (2) of clause 6 or in clause 8 and two thirds of any variation of cost in accordance with sub-clause (3) of clause 16.

(3) For the purposes of this clause and of sub-clause (2) of clause 18, expenditure for which a State Government has become liable but has not actually met prior to 1 July 1978 may be regarded as expenditure by the State Government during a financial year referred to in sub-clause (1) provided that the expenditure is met by the State Government within the period of 6 months commencing on that date.

16. (1) For the purposes of clause 15 expenditure in respect of an approved project means expenditure in carrying out the works included in an approved project and includes the cost of the preparation of the master plan, plans and specifications, and estimates and tender documents referred to in clause 9 and administrative expenses directly related to the carrying out of the approved project but does not include expenses that would have been or would be incurred whether or not the works were carried out. Expenditure
on Approved
Projects

(2) In calculating expenditure by the State in respect of the approved project there shall be credited the disposal value of land, plant, stores, materials and equipment that—

(a) have been purchased for the approved project and—

(i) are not used;

(ii) are no longer required for carrying out the approved project;
or

(iii) are not necessary for the continued operation of the approved project; or

(b) are rendered surplus as a result of the approved project.

(3) Notwithstanding that the estimated cost of an approved project as provided in sub-clause (2) of clause 6 or in clause 8 is based on the cost of materials and labour as at June, 1973 or any later date, the expenditure in respect of the approved project for the purposes of this Agreement shall be subject to any variation in cost which is established to the satisfaction of the Minister and which has occurred after the approval of the initial or revised initial estimate as a result of increases in the cost of labour and materials included in the project as approved but not as a result of faulty planning or cost estimation.

17. (1) The Treasurer may, at such times and in such amounts as he Advances thinks fit, make advances on account of the payments that a State Government may become entitled to receive under clause 18.

(2) An amount, or part of an amount advanced under this clause may be deducted by the Australian Government from an amount that subsequently becomes payable under clause 18 or, if no further amounts will become payable under that clause, shall be refunded by the State Government to the Australian Government at the request of the Treasurer.

(3) The State Government shall ensure that an amount, or any part of an amount, advanced to it under this clause and not refunded under sub-clause (2) is not used or applied except for the purpose of meeting or of reimbursing to the State Government expenditure in respect of the relevant approved project.

Payments of
Financial
Assistance

18. (1) The Australian Government shall, at the request of the State Government, from time to time and subject to the provisions of this Agreement make payments to the State Government under this Agreement of the financial assistance to be provided to it under this Agreement.

(2) Notwithstanding anything hereinbefore provided, the Australian Government shall not be bound under this Agreement to make a payment of financial assistance to a State Government in any financial year in respect of an approved project which will result in the total amount of the payments made in that financial year and in any previous financial years towards expenditure in respect of the approved project as provided in clause 15, exceeding otherwise than as provided in sub-clause (3) of clause 16—

- (a) in respect of a project set out in the Schedule to this Agreement—the sum of the estimated amounts of the Australian Government contribution shown in the Schedule in relation to the project for that financial year and for any previous financial years;
- (b) in respect of any other approved project—the sum of amounts agreed upon in writing by the Minister and the State Minister at the time the project is approved as being the estimated amounts of the financial assistance that are to be provided in relation to that project for that financial year and for any previous financial years.

Supporting
Financial
Evidence

19. (1) A State Government shall furnish to the Treasurer such documents and other evidence to justify the making of an advance under clause 17 or to show how an amount, or any part of an amount, advanced under that clause has been used or applied, or to support a request by the State Government for a payment under clause 18, as the Treasurer may at any time reasonably request, whether the request is made before or after the Australian Government has made any relevant advance or payment.

(2) Any statement of expenditure by a State Government forwarded to the Australian Government in connection with a request for a payment under clause 18 shall be examined and reported upon in the manner more particularly described in sub-clause (2) of clause 23.

Refunds of
Excess
Financial
Assistance

20. (1) As soon as practicable after completion of an approved project or after the thirtieth day of June 1978, whichever is the sooner, the State Government shall inform the Australian Government of the total amount of the expenditure by the State Government in respect of the carrying out of the approved project to completion or up to and including that date in accordance with clauses 15 and 16, as the case requires, as shown on the financial statements of the State furnished in accordance with this Agreement that have been audited by the Auditor-General of the State.

(2) If the amount that has been paid to the State Government by the Australian Government under this Agreement in respect of the approved project exceeds the amount of the financial assistance that was payable to the State Government in accordance with the provisions of this Agreement, the amount of the excess shall be refunded by the State Government as soon as practicable after a request for the refund is made by the Australian Government.

21. (1) A State Government shall prepare estimates of expenditure in respect of each approved project of work which will be carried out during the forthcoming financial year and shall submit the estimates to the Minister not later than such date as the Minister specifies to the State Government. Annual Budgets

(2) The estimates shall be prepared in such form and shall include such information in respect of approved projects as the Minister may reasonably request and, if the Minister so requests, shall cover such period in excess of the financial year, but not exceeding five years, as is specified in the request.

22. Each State Government shall—

Provision of Information

- (a) keep full accounts and records of all financial transactions, work done, and plant, stores, materials and equipment bought, used or disposed of, in connection with an approved project;
- (b) inform the Minister of any material change in the estimated cost of an approved project as soon as practicable after the change becomes apparent;
- (c) furnish to the Minister at intervals of not more than six months progress reports and expenditure statements for and revised estimates of an approved project until the project has been completed; and
- (d) supply to the Minister from time to time such further information as he may reasonably require for the purposes of this Agreement.

23. (1) The accounts, books, vouchers, documents and other records of a State relating to the receipt or payment of money or to the receipt, custody or disposal of plant, stores, materials and equipment in connection with an approved project shall be subject to audit by the Auditor-General of the State. Audit

(2) A report on the audit and on the financial statements by the Auditor-General of the State shall be furnished by the State Government to the Australian Government at least once in every year. The report shall indicate, inter alia, whether in the opinion of the Auditor-General—

- (a) the financial statements are based on proper accounts and records and are in agreement with those accounts and records; and
- (b) the receipt and expenditure of moneys are in accordance with this Agreement,

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

PART V—GENERAL

24. (1) A State Government shall by the thirtieth day of June 1974 provide for Australian Government representation on an appropriate body comprised of State officers concerned with the forward planning and development of policies relating to urban transport. Australian Government Representation

(2) The representation of the Australian Government will be an Australian Government official or such other person nominated by the Minister as meets the approval of the State Minister.

(3) Detailed arrangements for representation in accordance with this Clause shall be made in an exchange of letters between the respective Governments.

25. Where a matter is required by the provisions of this Agreement to be approved by the Minister, the Minister, before deciding the matter, shall, if so requested by the State Minister, confer with that Minister or, where appropriate, with the relevant Ministers of the State Governments. Approvals by Minister

Impediments

26. A State Government shall promptly inform the Minister of any matter which interferes with, or appears likely to interfere with the implementation of this Agreement.

Notices

27. Any notice, request or other communication to be given or made under this Agreement by the Australian Government or by the Minister or the Treasurer to a State Government or a State Minister or by a State Government or a State Minister to the Australian Government or to the Minister or the Treasurer shall be deemed a sufficient notice or communication if it is in writing signed by or on behalf of the Minister or the Treasurer or by the State Minister, as the case may be, and in any case shall be duly given or made if it is delivered at or sent to the office of the recipient Minister or if it is signed and delivered or sent in such manner as is for the time being arranged between the Minister and the State Minister.

SCHEDULE

Projects	Initial estimated costs	Estimated Australian Government Contribution				
		1973/74	1974/75	1975/76	1976/77	1977/78
	\$m	\$m	\$m	\$m	\$m	\$m

NEW SOUTH WALES

1. New electric double deck cars for the suburban system	15.75	10.50	..	..	..	..
2. Provision of parking areas at metropolitan railway stations ..	0.30	0.20	..	..	..	..
3. Enlargement of Glenbrook Railway tunnel	0.40	0.27	..	..	..	..
4. Signalling improvements in Sydney station area	4.50	0.01	1.32	1.67	..	..
5. Signalling improvements in Strathfield area	4.25	0.01	0.71	0.71	0.71	0.71
6. Provision of separate bus lanes from Randwick to Darlinghurst..	0.32	0.21	..	..	..	..
7. Passenger interchange facilities as specified by the Minister ..	0.25	0.17	..	..	..	..
8. Information transmission system for Sydney City Circle railway stations	0.09	0.03	0.03	..	..	..
9. Improvements to interiors of buses and trains	1.00	0.17	0.17	0.17	0.17	..
10. Provision of controls in metropolitan electric trailer cars ..	0.44	0.15	0.15	..	..	..
11. Provision of auto fare collection equipment in buses	0.06	0.04	..	..	..	..
12. Works towards quadruplication of railway line between Granville and Penrith	13.34	0.40	1.91	2.05	2.33	2.20
13. Modernisation of railway electricity sub-stations	1.46	0.05	0.19	0.43	0.24	0.06
14. Rebuilding old railway stations as specified by the Minister ..	0.40	0.27	..	..	..	..
15. Improvements to Sydney ferry wharves as specified by the Minister	0.24	0.16	..	..	..	..

THE SCHEDULE—continued

Projects	Initial estimated costs	Estimated Australian Government Contribution				
		1973/74	1974/75	1975/76	1976/77	1977/78
	\$m	\$m	\$m	\$m	\$m	\$m
VICTORIA						
1. Railways route upgradings						
(i) South Kensington-Footscray two additional tracks and associated works	4.60	1.20	1.87	..	..	..
(ii) Caulfield-Mordialloc third track and additional platform at intermediate stations Stage 1 Caulfield to Cheltenham ..	6.10	0.47	1.67	1.93	..	..
(iii) Sunshine-Deer Park West additional track and two addi- tional stations	1.90	1.07	0.20	..	..	..
(iv) Macleod-Greensborough sec- ond track and platform alter- ations	1.20	0.48	0.33	..	..	..
2. Stations						
(i) Construction of two new rail- way stations (near Dandenong and near Frankston)	0.20	0.13	..	..	..	..
(ii) Rebuilding of railway stations as specified by the Minister ..	1.40	0.93	..	..	..	..
3. Signalling improvements as speci- fied by the Minister	5.50	0.73	0.73	2.20	..	..
4. Passenger interchanges as specified by the Minister	0.50	0.33	..	..	..	..
5. New Vehicles						
(i) Electric trains	5.45	3.63	..	..	..	..
(ii) Trams	0.23	0.15	..	..	..	..
(iii) Buses	0.81	0.54	..	..	..	..
QUEENSLAND						
1. Cross river rail link to Roma Street Station (Merivale Street Bridge) ..	8.37	0.80	1.97	2.61	0.20	..
2. Electrification of the suburban rail- way line from Darra to Ferny Grove	7.94	0.88	3.72	0.71	..	..
3. Additional trackage northern cor- ridor Roma Street Station to Northgate	2.12	0.49	0.66	0.26	..	..
SOUTH AUSTRALIA						
1. Christie Downs railway exten- sion—including additional track from Brighton to Port Stanvac— line to be electrified	12.00	2.60	5.40	..	..	..
2. Glenelg tram route upgrading ..	0.80	0.20	0.33	..	..	..
3. MTT Programme						
(i) New buses	1.30	0.87	..	..	..	..
(ii) Other capital works as speci- fied by the Minister	0.55	0.37	..	..	..	..

THE SCHEDULE—*continued*

Projects	Initial estimated costs	Estimated Australian Government Contribution				
		1973/74	1974/75	1975/76	1976/77	1977/78
	\$m	\$m	\$m	\$m	\$m	\$m

WESTERN AUSTRALIA

1. Pedestrian access bridge to Central Bus Station	0.95	0.63	..	..	..	..
2. Bus access road from Fitzgerald Street to Central Bus Station ..	0.24	0.16	..	..	..	..
3. Mitchell Busway—Stage 1 Design	0.12	0.06	0.02	..	..	..
4. Adelaide Terrace bus lane ..	0.01	0.01	..	..	..	..
5. Three bus transfer stations at Amelia Street, Innaloo and Whitfords	0.06	0.04	..	..	..	..
6. New buses	1.35	0.90	..	..	..	..
7. Replacement of buildings and jetties at Mends Street, South Perth and Barrack Street Perth..	0.11	0.07	..	..	..	..

TASMANIA

1. New buses	1.00	0.67	..	..	..	..
2. Ticket issuing machines	0.14	0.03	0.07	..	..	..
3. Bus shelters	0.04	0.01	0.01	..	..	..

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

Signed for and on behalf of THE GOVERNMENT OF THE COMMONWEALTH OF AUSTRALIA by the Honourable EDWARD GOUGH WHITLAM, Prime Minister, in the presence of
D. A. WHITE } E. G. WHITLAM

Signed for and on behalf of THE GOVERNMENT OF THE STATE OF NEW SOUTH WALES by the Honourable SIR CHARLES BENJAMIN CUTLER, Acting Premier, in the presence of—
R. E. GRIFFIN } C. B. CUTLER

Signed for and on behalf of THE GOVERNMENT OF THE STATE OF VICTORIA by the Honourable RUPERT JAMES HAMER, Premier, in the presence of—
J. COLQUHOUN } R. J. HAMER

Signed for and on behalf of THE GOVERN-
 MENT OF THE STATE OF QUEENSLAND by the
 Honourable JOHANNES BJELKE-PETERSEN,
 Premier, in the presence of—

GORDON CHALK

Joh. BJELKE-PETERSEN

Signed for and on behalf of THE GOVERN-
 MENT OF THE STATE OF SOUTH AUSTRALIA by
 the Honourable DONALD ALLAN DUNSTAN,
 Premier, in the presence of—

GEOFF VIRGO

D. A. DUNSTAN

Signed for and on behalf of THE GOVERN-
 MENT OF THE STATE OF WESTERN AUSTRALIA
 by the Honourable JOHN TREZISE TONKIN,
 Premier, in the presence of—

W. S. LONNIE

JOHN T. TONKIN

Signed for and on behalf of THE GOVERN-
 MENT OF THE STATE OF TASMANIA by the
 Honourable ERIC ELLIOTT REECE, Premier, in
 the presence of—

A. J. PEDDER

ERIC REECE