

Railway Agreement (Queensland)

No. 41 of 1968

An Act relating to a Supplemental Agreement between the Commonwealth and the State of Queensland with respect to the Collinsville-Townsville-Mount Isa Railway.

[Assented to 19 June 1968]

BE it enacted by the Queen's Most Excellent Majesty, 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 (Queensland) Act 1968*.
- Commence-
ment.** 2. This Act shall come into operation on the day on which it receives the Royal Assent.
- Approval of
agreement.** 3. The agreement a copy of which is set out in the Schedule to this Act is approved.
- Financial
assistance to
the State of
Queensland.** 4. The advances provided for in the agreement referred to in the last preceding section may be made, by way of financial assistance to the State of Queensland on the terms and conditions contained in that agreement, out of the Loan Fund, which is appropriated accordingly.

THE SCHEDULE

Section 3.

SUPPLEMENTAL AGREEMENT

A SUPPLEMENTAL AGREEMENT made the Sixth day of May, One thousand nine hundred and sixty-eight between THE COMMONWEALTH OF AUSTRALIA (in this agreement called 'the Commonwealth') of the one part and THE STATE OF QUEENSLAND (in this agreement called 'the State') of the other part.

WHEREAS—

- (a) by an agreement between the Commonwealth and the State made the twenty-seventh day of September, 1961 (in this agreement called 'the Principal Agreement') provision was made for the Commonwealth to grant financial assistance to the State for the purposes of improving and increasing the rail facilities on the Collinsville-Townsville-Mount Isa railway line;
- (b) the Principal Agreement was approved, and the payment of financial assistance to the State on the terms and conditions provided thereby was authorised, by the Parliament of the Commonwealth by the Railway Agreement (Queensland) Act 1961;
- (c) the Principal Agreement was approved and ratified by the Parliament of the State by 'The Collinsville-Townsville-Mount Isa Railway Agreement Act of 1961';
- (d) it is proposed by the Commonwealth and the State that the financial assistance to be provided by the Commonwealth to the State under the Principal Agreement shall include a further amount, not exceeding Six hundred thousand dollars (\$600,000)

THE SCHEDULE—*continued*

which was incurred by the State on the work but which was not ascertained as being a cost of the work until after the thirtieth day of June, 1965, when the State became liable to commence repayments to the Commonwealth of advances made by the Commonwealth under the Principal Agreement; and

- (e) in order to establish beyond doubt that the said amount may be advanced under the Principal Agreement and to provide for the manner in which the State is to repay that amount to the Commonwealth, it is desirable that an agreement supplemental to the Principal Agreement be entered into between the Commonwealth and the State and requisite that the approval of the Parliament of the Commonwealth shall have been accorded to that supplemental agreement;

NOW IT IS HEREBY AGREED as follows:—

1. This agreement shall have no force or effect and shall not be binding on either party until it has been approved by the Parliament of the Commonwealth. Approval of agreement.
2. When this agreement has been approved by the Parliament of the Commonwealth, it shall come into force as an agreement supplemental to and to be read in conjunction with the Principal Agreement and the Principal Agreement shall be construed and have effect as affected by this agreement. Operation of agreement.
3. Subject to compliance by the State with the provisions of the Principal Agreement as affected by this agreement, the Treasurer may in addition to the advances made under the Principal Agreement prior to the date of this agreement, make a further advance to the State of an amount not exceeding Six hundred thousand dollars (\$600,000), towards the cost incurred by the State in completing the work. Additional advance.
- 4.—(1.) The State shall pay to the Commonwealth interest on the amount of the advance made by the Treasurer to the State under this agreement and for the time being not repaid by the State at the rate provided by clause 7 of the Principal Agreement in respect of advances made under the Principal Agreement. Interest.
(2.) Interest payable under this clause shall accrue from the date on which the advance is made.
5. Subject to the provisions of sub-clauses (2.) (3.) and (4.) of clause 8 of the Principal Agreement, the State shall repay to the Commonwealth the amount of the advance made by the Treasurer to the State in accordance with this agreement, together with interest accruing from the date upon which the advance was made, by equal semi-annual instalments, the first payment to be made on the thirtieth day of June, or the thirty-first day of December, whichever is the earlier date, that next succeeds the payment of the advance, and subsequent payments to be made on each succeeding thirtieth day of June and thirty-first day of December until the final payment on the thirty-first day of December, 1984. Repayment of advances and interest thereon.
6. Except where inconsistent with the provisions of this agreement, the advance to be made by the Treasurer in accordance with this agreement shall, for the purposes of the operation of the Principal Agreement as affected by this agreement, be deemed to be an advance under the Principal Agreement. Application of the Principal Agreement.
7. Words and expressions used in this agreement to which meanings are attributed by the Principal Agreement shall, except where the contrary intention appears, have for the purposes of this agreement the respective meanings so attributed to them. Definitions.

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

SIGNED for and on behalf of THE COMMONWEALTH OF AUSTRALIA by the Right Honourable JOHN GREY GORTON, the Prime Minister of the Commonwealth, in the presence of—
C. L. HEWITT } J. G. GORTON

SIGNED for and on behalf of THE STATE OF QUEENSLAND by the Honourable JACK CHARLES ALLEN PIZZEY, the Premier of the State, in the presence of—
C. H. CURTIS } J. C. A. PIZZEY