

WESTERN AUSTRALIA (NORTHERN DEVELOPMENT) AGREEMENT.

No. 87 of 1963.

An Act relating to an Agreement between the Commonwealth and the State of Western Australia in relation to the Development of the Northern part of that State.

[Assented to 31st October, 1963.]

BE it enacted by the Queen's Most Excellent Majesty, the Senate, and the House of Representatives of the Commonwealth of Australia, as follows:—

1. This Act may be cited as the *Western Australia (Northern Development) Agreement Act 1963*. Short title.
2. This Act shall come into operation on the day on which it receives the Royal Assent. Commence-
ment.
3. The agreement a copy of which is set out in the Schedule to this Act is approved. Approval of
agreement.
4. The payments (including advances) by the Commonwealth to the State of Western Australia provided for in the agreement referred to in the last preceding section may be made, by way of financial assistance to that State on the terms and conditions contained in that agreement, out of the Consolidated Revenue Fund, which is appropriated accordingly. Financial
assistance.

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THE SCHEDULE.

Section 3.

AN AGREEMENT made the twenty-fourth day of October 1963 Between THE COMMONWEALTH OF AUSTRALIA (in this agreement called "the Commonwealth") of the one part and THE STATE OF WESTERN AUSTRALIA (in this agreement called "the State") of the other part:

WHEREAS—

- (a) it is desirable in the interests of the State of Western Australia and of the Commonwealth of Australia generally that works be carried out to assist in the development of the northern part of the State;
- (b) by the *Western Australia Grant (Northern Development) Act 1958-1959*, the *Western Australia Grant (Beef Cattle Roads) Act 1962* and the *Derby Jetty Agreement Act 1962* the Parliament of the Commonwealth made provision for the grant by the Commonwealth of financial assistance to the State for the purpose of carrying out agreed works in the northern part of the State;
- (c) the State proposes, subject to the provision to the State of further financial assistance from the Commonwealth in respect of the financial years ending on the thirtieth days of June in the years 1964, 1965 and 1966, to carry out the additional works referred to in this agreement; and
- (d) the Parliament of the Commonwealth is to be asked to grant that financial assistance to the State under section 96 of the Constitution of the Commonwealth of Australia upon and subject to the terms and conditions set out in this agreement:

NOW IT IS HEREBY AGREED as follows:—

Definitions.

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

- "financial year" means a period of twelve calendar months ending on the thirtieth day of June;
- "the northern part of the State" means that part of the State of Western Australia that is north of the twentieth parallel of south latitude;
- "the State Treasurer" means the Treasurer of the State and includes such other Minister of the Crown as is for the time being acting for and on behalf of the Treasurer of the State;
- "the Treasurer" means the Treasurer of the Commonwealth and includes such other Minister of State of the Commonwealth or member of the Federal Executive Council as is for the time being acting for and on behalf of the Treasurer;
- "the works" means the works described in the Schedule to this agreement or, if the Schedule is varied in accordance with clause 11 of this agreement, the works described in the Schedule as so varied.

Approval of Agreement.

2. The Government of the Commonwealth will, as soon as practicable after the date of this agreement, submit to its Parliament legislation approving this agreement and providing under section 96 of the Constitution of the Commonwealth for a grant of financial assistance to the State on the terms and conditions contained in this agreement.

Commencement of Agreement.

3. Except as hereinbefore provided, this agreement shall have no force or effect and shall not be binding on the parties unless and until the legislation of the Parliament of the Commonwealth referred to in the last preceding clause is passed, whereupon it shall commence and come into full force and effect.

Financial Assistance.

4.—(1.) Subject to compliance by the State with the provisions of this agreement, the Commonwealth will in accordance with and subject to the provisions of this agreement provide financial assistance to the State, not exceeding in the aggregate Three million five hundred thousand pounds (£3,500,000), towards meeting expenditure on the works.

(2.) For the purposes of this agreement expenditure on the works means expenditure by the State on or in connexion with the works during the three years commencing on the first day of July, 1963, and includes planning and administrative expenses incurred by the State during that period which are directly related to carrying out the works but does not include expenses that would have been or would be incurred whether or not the works were carried out.

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THE SCHEDULE—*continued.*

5.—(1.) The Commonwealth will, at the request of the State, from time to time and subject to the provisions of this agreement, make payments to the State in pursuance of the last preceding clause of amounts equal to expenditure on the works. Payments by
the
Commonwealth.

(2.) The State will furnish to the Treasurer such documents and other evidence in support of each request by the State for a payment to it by the Commonwealth under sub-clause (1.) of this clause as the Treasurer may from time to time reasonably request, whether the request is made by the Treasurer before or after the Commonwealth has made a payment pursuant to the request by the State.

(3.) Any statement of expenditure by the State forwarded to the Commonwealth in connexion with a request for payment under sub-clause (1.) of this clause shall be certified as to its correctness by the Auditor-General for the State.

6.—(1.) The Treasurer may, at such times as he thinks fit, make advances of such amounts as he thinks fit to the State on account of an amount that may become payable to the State under clause 5 of this agreement. Advances by
the
Commonwealth.

(2.) An amount or part of an amount advanced by the Treasurer under this clause may be deducted by the Commonwealth from amounts to be paid subsequently under sub-clause (1.) of clause 5 of this agreement, or if there are no further amounts to be paid under that sub-clause, shall be refunded by the State to the Treasurer at his request.

7. The State shall ensure that an amount, or any part of an amount, paid or advanced to the State under this agreement is not used or applied except for the purpose of meeting or of reimbursing to the State expenditure on the works. Use of
Payments and
advances.

8.—(1.) Subject to sub-clause (3.) of this clause, the State shall from its Consolidated Revenue repay to the Commonwealth one half of the amount of each payment made to the State under clause 5 or advance made to the State and not refunded under clause 6 of this agreement in respect of those works that are for the time being included in the part of the works referred to in the Schedule as the Broome Jetty Works by thirty equal consecutive half-yearly payments, the first payment in each case to be made on the fifteenth day of December, 1966. Payments
by the State.

(2.) If financial assistance is provided by the Commonwealth under this agreement in respect of a part of the works that is included in the Schedule pursuant to clause 11 of this agreement but is not included therein at the date this agreement is entered into, the State, subject to sub-clause (3.) of this clause, shall from its Consolidated Revenue repay to the Commonwealth such proportion, if any, of each payment thereof made to the State under clause 5 and of each advance thereof made to the State and not refunded under clause 6 of this agreement, and shall make any repayments on such terms, as prior to the financial assistance being provided are approved by the Treasurer.

(3.) The State, at any time after giving to the Treasurer at least one month's notice of its intention so to do, may from its Consolidated Revenue repay to the Commonwealth so much of an amount paid or advanced to the State by the Commonwealth as is repayable by the State under this clause and remains unrepaid, together with the interest on the amount repaid accrued to the date of repayment under the next succeeding clause.

9.—(1.) The State shall from its Consolidated Revenue pay to the Commonwealth interest on so much of an amount paid or advanced to the State by the Commonwealth under this agreement as is repayable by the State under the last preceding clause and for the time being has not been repaid, calculated from the date upon which the amount was paid or advanced by the Commonwealth, at the rate provided in this clause. Interest.

(2.) The State shall pay the interest for the time being accrued under this clause on the fifteenth day of June and the fifteenth day of December in each year.

(3.) The rate at which interest is payable by the State under this clause in respect of each amount paid or advanced by the Commonwealth shall be the rate payable on the long term loan last raised by the Commonwealth in Australia for public subscription prior to the date upon which the amount was paid or advanced.

10. The State shall ensure that the works are carried out efficiently and in conformity with sound engineering and financial practices. Execution of
Works.

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THE SCHEDULE—*continued*.

- Variation of Works.** 11. To the extent that it is necessary for the more efficient fulfilment of the objectives of this agreement, the Schedule to this agreement may be varied, in such a manner and to such an extent as the State proposes and the Treasurer agrees, to include therein works in addition to, or to vary the description of, the parts of the works for the time being included therein, provided that the Schedule shall not be varied so as to include works not situated in the northern part of the State.
- Annual Estimates.** 12. The State shall prepare and furnish to the Treasurer not later than the thirtieth day of April in each year a statement or statements showing the estimated expenditure on the works during the next succeeding financial year and estimates of the amounts that the State will request the Commonwealth to pay to the State under this agreement during that financial year.
- Supply of Information.** 13. The State shall from time to time at the request of the Treasurer furnish to him such information as he may reasonably require for the purpose of or in relation to this agreement.
- Audit.** 14.—(1.) The accounts, books, vouchers, documents and other records of the State relating to the carrying out of the works shall be subject to audit by the Auditor-General of the State.
- (2.) Until such time as all amounts to be paid by the Commonwealth under this agreement are paid and supporting evidence to the satisfaction of the Treasurer in relation to all amounts paid or advanced is furnished by the State, a report on the audits and on the financial statements in respect of each financial year shall be furnished by the Auditor-General of the State to the Treasurer as soon as possible after the completion of the financial year, indicating, *inter alia*—
- (a) whether the financial statements are based on proper accounts and records and are in agreement with those accounts and records; and
- (b) whether the expenditure of moneys is in accordance with the agreement,
- and including reference to such other matters arising out of the audits and financial statements as the Auditor-General of the State considers should be reported to the Treasurer.
- Notices, &c.** 15. Any notice, request or other communication to be given or made under this agreement by the Commonwealth or the Treasurer to the State shall be deemed sufficiently given or made if it is in writing signed by the Treasurer or by any person thereunto authorized in writing by him and any notice, application, request or other communication to be given or made by the State to the Commonwealth or the Treasurer shall be deemed sufficiently given or made if it is in writing signed by the State Treasurer or any person thereunto authorized in writing by him.

THE SCHEDULE.

The Works.

Clauses 1, 10 and 11.

Part 1: The Broome Jetty Works.

Works for the purpose of improving operating efficiency at the Port of Broome consisting of a composite steel and concrete double berth jetty with mooring dolphins, a transit shed at berths, an approach neck between berthing head and shore, and ancillary works including mechanical handling equipment, water, light and power, cattle loading and other services, a cathodic impressed current system to inhibit corrosion of piles, under deck maintenance trolleys, navigational lighting and signals, a shore based cargo storage yard and shed, and other minor installations and buildings as required for operation as a port under modern conditions.

Part 2: The Ord Irrigation Project Works.

Construction of irrigation channels, drains and associated structures and access thereto, the construction and maintenance of which are the responsibility of the State or of an authority of the State, and which form part of Stage One of the Ord Irrigation Project (which stage covers the irrigation of approximately 30,000 acres from the Diversion Dam at Bandicoot Bar).

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THE SCHEDULE—*continued*.

IN WITNESS WHEREOF the Prime Minister of the Commonwealth of Australia and the Premier of the State of Western Australia have signed this agreement for and on behalf of the Commonwealth and the State respectively the day and year first above written.

SIGNED by the Right Honourable Sir Robert }
Gordon Menzies, the Prime Minister }
of the Commonwealth, in the presence } ROBERT MENZIES
of— }
HAROLD HOLT }

SIGNED by the Honourable David Brand, }
the Premier of the State of Western }
Australia, in the presence of— } DAVID BRAND
K. J. TOWNSING }
