

WAR SERVICE LAND SETTLEMENT AGREEMENTS.

No. 52 of 1945.

An Act to authorize the Execution by or on behalf of the Commonwealth of Agreements between the Commonwealth and the States in relation to War Service Land Settlement.

[Assented to 11th October, 1945.]

BE it enacted by the King'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 *War Service Land Settlement Agreements Act 1945*. Citation.
2. This Act shall come into operation on the day on which it receives the Royal Assent. Commencement.

Execution of
agreements
authorized.

3.—(1.) The execution, by or on behalf of the Commonwealth, of agreements between the Commonwealth and the State of New South Wales, the Commonwealth and the State of Victoria, and the Commonwealth and the State of Queensland, substantially in accordance with the form contained in the First Schedule to this Act, is hereby authorized.

(2.) The execution, by or on behalf of the Commonwealth, of agreements between the Commonwealth and the State of South Australia, the Commonwealth and the State of Western Australia, and the Commonwealth and the State of Tasmania, substantially in accordance with the form contained in the Second Schedule to this Act, is hereby authorized.

THE SCHEDULES.

FIRST SCHEDULE.

Sec. 3 (1.).

AGREEMENT made the _____ day of _____, One thousand nine hundred and forty-five, BETWEEN THE COMMONWEALTH OF AUSTRALIA (in this agreement called "the Commonwealth") of the first part and THE STATE OF _____ (in this agreement called "the State") of the second part.

WHEREAS at a conference of Commonwealth and State Ministers at Canberra on the twenty-second day of August, One thousand nine hundred and forty-five, certain proposals were agreed to with a view to the settlement on land in the State of discharged members of the Forces and other eligible persons:

AND WHEREAS it is expedient that an agreement be made between the Commonwealth and the State in order to carry into effect the said proposals:

NOW IT IS HEREBY AGREED as follows:—

1. This agreement shall have no force or effect and shall not be binding on either party unless and until it is approved by the Parliament of the State.

2.—(1.) In this agreement—

"applicant" means a person applying to participate under the scheme;

"Crown land" means Crown land as defined in the land laws of the State;

"eligible person" means—

(a) a discharged member of the Forces who has been honorably discharged after not less than six months' war service, or having, in the opinion of the appropriate State authority, been materially prejudiced by reason of his war service, has been honorably discharged after less than six months' war service; or

(b) a person included in a class of persons (if any) which the Commonwealth with the concurrence of the State determines shall be deemed eligible to participate in land settlement under the scheme;

"holding" means the land allotted to a settler under the scheme;

"member of the Forces" has the same meaning as in section 4 of the *Re-establishment and Employment Act 1945* of the Commonwealth;

"private land" means all land other than Crown land;

"settler" means a person who has been allotted a holding under the scheme;

"the scheme" means the scheme of land settlement contained in this agreement;

"the war" means the war which commenced on the third day of September, One thousand nine hundred and thirty-nine, and includes any other war in which His Majesty became engaged after that date and before the date of this agreement;

"war service" has the same meaning as in paragraphs (a), (b), (c), (d), and (e) of the definition of "war service" in section 4 of the *Re-establishment and Employment Act 1945* of the Commonwealth.

(2.) For the purposes of this agreement, a member of the Forces who has ceased to be engaged on war service shall be deemed to have been discharged.

FIRST SCHEDULE—continued.

3. Land settlement under the scheme shall be carried out in accordance with the following principles :—

- (a) Settlement shall be undertaken only where economic prospects for the production concerned are reasonably sound, and the number of eligible persons to be settled shall be determined primarily by opportunities for settlement and not by the number of applicants.
- (b) Applicants shall not be selected as settlers unless a competent authority is satisfied as to their eligibility, suitability and qualifications for settlement under the scheme and their experience of farmwork.
- (c) Holdings shall be sufficient in size to enable settlers to operate efficiently and to earn a reasonable labour income.
- (d) An eligible person deemed suitable for settlement shall not be precluded from settlement by reason only of lack of capital, but a settler will be expected to invest in the holding such proportion of his own financial and other resources as is considered reasonable in the circumstances by the appropriate State authority.
- (e) Adequate guidance and technical advice shall be made available to settlers through agricultural extension services.

4.—(1.) The Commonwealth shall in the carrying out of the scheme provide financial and other assistance as is hereinafter set forth.

(2.) The State shall initiate proposals for settlement under the scheme but the Commonwealth may initiate proposals where these are directly associated with any matter in respect of which the Commonwealth has power to make laws.

5. The State shall provide capital moneys required for the purpose of acquiring, developing and improving land for settlement under and in accordance with the terms of this agreement.

6.—(1.) The State shall bear the cost of all State administration of the scheme.

(2.) The State shall make a capital contribution in respect of each holding of an amount equal to one half of the excess of the total cost involved in acquiring, developing and improving the holding over the sum of valuations of the land and improvements.

(3.) The amount of capital contribution to be determined in accordance with the last preceding sub-clause shall, if required by a State, be separately and independently assessed in respect of land and improvements.

(4.) The valuations referred to in sub-clause (2.) of this clause shall be made by officers appointed by the Commonwealth and State in consultation for the purpose.

(5.) In making the valuations, the officers shall have regard to the need for the proceeds of the holding (based on conservative estimates over a long-term period of prices and yields for products) being sufficient to provide a reasonable living for the settler after meeting such financial commitments (excluding principal repayments under any agreement between the State and the settler for the purchase of land) as would be incurred by a settler possessing no capital.

(6.) Where settlement is on Crown land or acquired leasehold land, an amount to be agreed upon between the Commonwealth and the State shall be included in the total cost referred to in sub-clause (2.) of this clause to cover the State's interest in the land.

(7.) The State shall bear one-half of the cost involved in the remission of rent and interest during the assistance period referred to in clause 13 of this agreement.

(8.) The State shall bear one-half of any losses (to be assessed on a basis to be agreed upon by the Commonwealth and the State) incurred by the State in pursuance of arrangements made in accordance with clause 15 of this agreement.

(9.) The State shall, subject to clause 7 of this agreement, be responsible for all other costs arising directly from settlement under the scheme.

7.—(1.) The Commonwealth shall bear the cost of Commonwealth administration of the scheme.

(2.) The Commonwealth shall provide training and pay to applicants selected for training living allowances and certain transport and other expenses incidental to their training.

(3.) The Commonwealth shall provide living allowances for settlers during the assistance period referred to in clause 13 of this agreement and meet one-half of the costs involved in the remission of rent and interest provided for in that clause.

(4.) The Commonwealth shall make a capital contribution in respect of each holding of an amount equal to one-half of the excess referred to in sub-clause (2.) of clause 6 of this agreement.

(5.) The Commonwealth shall bear one-half of the losses referred to in sub-clause (8.) of clause 6 of this agreement.

FIRST SCHEDULE—*continued.*

8. Any excess of the total cost involved in acquiring, developing and improving the holding over the valuations made in accordance with the provisions of clause 6 of this agreement shall be written off and those valuations shall, unless otherwise agreed by the Commonwealth and the State, be accepted for the purpose of applying the terms and conditions relating to tenure of land made available for settlement under this agreement.

9. All financial matters relating and incidental to the carrying out of the scheme shall be arranged in a manner satisfactory to the Treasurer of the Commonwealth and the Treasurer of the State.

10. The following procedure shall be observed in connexion with the approval of proposals for settlement under the scheme brought forward by the State :—

- (a) After the State has selected such land as appears suitable for settlement it shall immediately take all practicable and necessary measures to prevent the land or any part thereof being dealt with otherwise than as is provided in this agreement.
- (b) The State shall submit to the Commonwealth certain information to be agreed upon by the Commonwealth and the State and shall confer with the Commonwealth to determine whether a detailed survey of the land is required, and, if both the Commonwealth and the State agree that a detailed survey is required, this will be undertaken by the State with the assistance where necessary of relevant Commonwealth authorities : Provided that if, before the fifth day of October, One thousand nine hundred and forty-four, the State had selected land for settlement and completed or substantially completed all surveys thereof considered necessary by the Commonwealth, the State may immediately submit the proposals in the manner provided in the next succeeding paragraph and no further survey of the land shall be required.
- (c) The State shall submit to the Commonwealth details of proposals for settlement including plans and such particulars relating to the proposed sub-division, development and use of the land as the State and the Commonwealth agree upon.
- (d) The Commonwealth and the State shall confer on each proposal and decide whether it should be accepted, either with or without alteration or modification, as an approved plan of settlement.

11.—(1.) The State shall—

- (a) set apart or resume, as the case may be, for settlement such land comprised in an approved plan of settlement as is Crown land ; and
- (b) acquire compulsorily or by agreement and at a value not exceeding that ruling on the tenth day of February, One thousand nine hundred and forty-two, private land or lands held under lease from the Crown comprised in an approved plan of settlement.

(2.) The State shall sub-divide develop and improve the land to a stage where it can be brought into production by a settler within a reasonable time having regard to the type of production proposed.

12. The following principles shall be adhered to in training, selecting and settling applicants under the scheme :—

- (a) A member of the forces while still engaged on war service may, if permitted to apply for land under any law of the State dealing with the settlement of servicemen on the land in force prior to the fifth day of October, One thousand nine hundred and forty-four, apply to participate under the scheme, but he shall not be eligible to participate in any concessions to which the Commonwealth is required to contribute any part of the cost until he has ceased to be engaged on war service and has been classified as suitable for settlement in accordance with the provisions of paragraph (c) of this clause.
- (b) An eligible person may apply to participate under the scheme not more than five years after—
 - (i) the fifteenth day of August, One thousand nine hundred and forty-five ; or
 - (ii) the date when he ceased to be engaged on war service, whichever is the later.
- (c) An applicant for settlement shall apply to the appropriate State authority which shall on behalf of the Commonwealth—
 - (i) determine whether an applicant is an eligible person ; and

FIRST SCHEDULE—*continued*.

- (ii) classify eligible persons as suitable (either immediately or after training or further experience) or as unsuitable for settlement.
- (d) Where training or further experience is considered desirable by the State authority it shall be provided mainly by employment with farmer-approved by the State authority.
- 13.—(1.) There may be granted to a settler during the period of one year next following the allotment of a holding to him (hereinafter referred to as "the assistance period") a living allowance at such rate and subject to such conditions as may be fixed by the Commonwealth.
- (2.) During the assistance period the settler shall not be required to pay any rent or interest in respect of the holding or to make any payments on account of principal or interest in respect of advances (other than advances for working capital) made under clause 15 of this agreement.
- (3.) In special circumstances and upon conditions approved by the Commonwealth, further assistance may in any particular case be extended beyond the said period of one year.
- 14.—(1.) The net proceeds of the holding during the assistance period shall be paid to an authority prescribed by the State and credited by that authority against future obligations of the settler in respect of advances for stock, plant and equipment, and improvements, and in respect of rent or interest on land in a proportion to be determined by the authority.
- (2.) At least one-half of the proceeds shall be credited to future obligations in respect of stock, plant and equipment.
- (3.) The authority may, in any particular case, waive the requirements of the last two preceding sub-clauses if, in its opinion, the circumstances of the case are such that it is desirable to do so.
- (4.) Wherever practicable the whole of a settler's finances relating to his settlement under the scheme shall be controlled by one authority. The authority shall record separately any advances in respect of which the Commonwealth under this agreement accepts any liability in the event of loss.
- 15.—(1.) The State shall make such arrangements as may be approved by the Commonwealth for the making of advances to settlers, upon such conditions as may be agreed upon between the Commonwealth and the State, for the purpose of providing working capital and paying for and effecting improvements and acquiring stock, plant and equipment.
- (2.) The arrangements referred to in sub-clause (1.) of this clause may include the giving of guarantees by the State.
16. In the event of the settler not being able to meet all his current obligations under the scheme such amounts as are received from the settler shall be applied to his obligations in respect of advances for working capital, stock, plant or equipment, improvements, rent or interest on any balance outstanding on the purchase price of the land, in the order in which the obligations are set out in this clause.
17. The form and conditions of tenure on which a holding is to be held by a settler shall be determined by the State.

SECOND SCHEDULE.

Sec. 3 (2.).

AGREEMENT made the _____ day of _____, One thousand nine hundred and forty-five, BETWEEN THE COMMONWEALTH OF AUSTRALIA (in this agreement called "the Commonwealth") of the first part and THE STATE OF _____ (in this agreement called "the State") of the second part.

WHEREAS at a conference of Commonwealth and State Ministers at Canberra on the twenty-second day of August, One thousand nine hundred and forty-five, certain proposals were agreed to with a view to the settlement on land in the State of discharged members of the Forces and other eligible persons:

AND WHEREAS it is expedient that an agreement be made between the Commonwealth and the State in order to carry into effect the said proposals:

NOW IT IS HEREBY AGREED as follows:—

1. This agreement shall have no force or effect and shall not be binding on either party unless and until it is approved by the Parliament of the State.

2.—(1.) In this agreement—

"applicant" means a person applying to participate under the scheme:

SECOND SCHEDULE—continued.

"Crown land" means Crown land as defined in the land laws of the State;

"eligible person" means—

(a) a discharged member of the Forces who has been honourably discharged after not less than six months' war service, or having, in the opinion of the appropriate State authority, been materially prejudiced by reason of his war service, has been honourably discharged after less than six months' war service; or

(b) a person included in a class of persons (if any) which the Commonwealth with the concurrence of the State determines shall be deemed eligible to participate in land settlement under the scheme;

"holding" means the land allotted to a settler under the scheme;

"member of the Forces" has the same meaning as in section 4 of the *Re-establishment and Employment Act 1945* of the Commonwealth;

"private land" means all land other than Crown land;

"settler" means a person who has been allotted a holding under the scheme;

"the scheme" means the scheme of land settlement contained in this agreement;

"the war" means the war which commenced on the third day of September, One thousand nine hundred and thirty-nine, and includes any other war in which His Majesty became engaged after that date and before the date of this agreement;

"war service" has the same meaning as in paragraphs (a), (b), (c), (d) and (e) of the definition of "war service" in section 4 of the *Re-establishment and Employment Act 1945* of the Commonwealth.

(2.) For the purposes of this agreement, a member of the Forces who has ceased to be engaged on war service shall be deemed to have been discharged.

3. Land settlement under the scheme shall be carried out in accordance with the following principles:—

(a) Settlement shall be undertaken only where economic prospects for the production concerned are reasonably sound, and the number of eligible persons to be settled shall be determined primarily by opportunities for settlement and not by the number of applicants.

(b) Applicants shall not be selected as settlers unless a competent authority is satisfied as to their eligibility, suitability and qualifications for settlement under the scheme and their experience of farm work.

(c) Holdings shall be sufficient in size to enable settlers to operate efficiently and to earn a reasonable labour income.

(d) An eligible person deemed suitable for settlement shall not be precluded from settlement by reason only of lack of capital, but a settler will be expected to invest in the holding such proportion of his own financial or other resources as is considered reasonable in the circumstances by the appropriate State authority.

(e) Adequate guidance and technical advice shall be made available to settlers through agricultural extension services.

4.—(1.) The State shall administer the scheme on behalf of the Commonwealth.

(2.) The Commonwealth shall, in the manner hereinafter provided, make the major financial contribution and be responsible (after fullest consultation with the State) for policy decisions in relation to the scheme and exercise general supervision over its administration.

(3.) The State shall initiate proposals for settlement under the scheme, but the Commonwealth may initiate proposals where these are directly associated with any matter in respect of which the Commonwealth has power to make laws.

5. The Commonwealth shall provide capital moneys required for the purpose of acquiring, developing and improving land for settlement under and in accordance with the terms of this agreement.

6.—(1.) The Commonwealth shall bear the cost of Commonwealth administration of the scheme.

(2.) The Commonwealth shall provide training and pay to applicants selected for training, living allowances and certain transport and other expenses incidental to their training.

(3.) The Commonwealth shall provide living allowances for settlers during the assistance period referred to in clause 13 of this agreement and meet the cost involved in the remission of rent and interest provided for in that clause.

SECOND SCHEDULE—continued.

(4.) The Commonwealth shall make a capital contribution in respect of each holding of an amount equal to three-fifths of the excess of the total cost involved in acquiring, developing and improving the holding over the sum of valuations of the land and improvements.

(5.) The amount of capital contribution to be determined in accordance with the last preceding sub-clause shall, if required by a State, be separately and independently assessed in respect of land and improvements.

(6.) The valuations referred to in sub-clause (4.) of this clause shall be made by officers appointed by the Commonwealth and State in consultation for the purpose.

(7.) In making the valuations, the officers shall have regard to the need for the proceeds of the holding (based on conservative estimates over a long-term period of prices and yields for products) being sufficient to provide a reasonable living for the settler after meeting such financial commitments as would be incurred by a settler possessing no capital.

(8.) Where settlement is on Crown land, an amount to be agreed upon between the Commonwealth and the State shall be included in the total cost referred to in sub-clause (4.) of this clause to cover the State's interest in the land.

(9.) The Commonwealth shall bear any losses arising out of arrangements made in accordance with clause 15 of this agreement.

(10.) Subject to clause 7 of this agreement, the Commonwealth shall be responsible for all other costs arising directly from settlement under the scheme.

7.—(1.) The State shall, subject to sub-clause (3.) of clause 16 of this agreement, bear the cost of State administration of the scheme.

(2.) The State shall make a capital contribution in respect of each holding of an amount equal to two-fifths of the excess referred to in sub-clause (4.) of clause 6 of this agreement.

8. Any excess of the total costs involved in acquiring, developing and improving the holding over the valuations made in accordance with the provisions of clause 6 of this agreement shall be written off and such valuations shall, unless otherwise agreed by the Commonwealth and the State, be accepted for the purpose of applying the terms and conditions relating to tenure of land made available for settlement under this agreement.

9. All financial matters relating and incidental to the carrying out of the scheme shall be arranged in a manner satisfactory to the Treasurer of the Commonwealth and the Treasurer of the State.

10. The following procedure shall be observed in connexion with the approval of proposals for settlement under the scheme brought forward by the State :—

(a) After the State has selected such land as appears suitable for settlement, it shall immediately take all practicable and necessary measures to prevent the land or any part thereof being dealt with otherwise than as is provided in this agreement.

(b) The State shall submit to the Commonwealth certain information to be agreed upon by the Commonwealth and the State and shall confer with the Commonwealth to determine whether a detailed survey of the land is required, and, if both the Commonwealth and the State agree that a detailed survey is required, this will be undertaken by the State with the assistance where necessary of relevant Commonwealth authorities :

Provided that if, before the fifth day of October, One thousand nine hundred and forty-four, the State had selected land for settlement and completed or substantially completed all surveys thereof considered necessary by the Commonwealth, the State may immediately submit the proposals in the manner provided in the next succeeding paragraph, and no further survey of the land shall be required.

(c) The State shall submit to the Commonwealth details of proposals for settlement including plans and such particulars relating to the proposed subdivision, development and use of the land as the State and the Commonwealth agree upon.

(d) The Commonwealth and the State shall confer on each proposal and decide whether it should be accepted, either with or without alteration or modification, as an approved plan of settlement.

11.—(1.) The State shall set apart Crown land or with funds provided by the Commonwealth resume for settlement Crown land and acquire compulsorily or by agreement private land comprised in an approved plan of settlement at a value to be approved by the Commonwealth, and will hold the same for use for the purposes of the scheme.

SECOND SCHEDULE—*continued.*

(2.) Where Crown land is set apart or resumed for the purpose of settlement, the State shall be credited with such amount as the Commonwealth and the State agree represents the interest of the State in the land.

(3.) Where Crown leasehold is resumed or acquired either compulsorily or by private agreement the State shall be credited with such amount as the Commonwealth and the State agree represents the interest of the State in the land.

(4.) The State shall sub-divide, develop and improve the land to a stage where it can be brought into production by a settler within a reasonable time having regard to the type of production proposed.

12. The following principles shall be adhered to in training, selecting and settling applicants under the scheme:—

(a) An eligible person may apply to participate under the scheme not more than five years after—

(i) the fifteenth day of August, One thousand nine hundred and forty-five; or

(ii) the date when he ceased to be engaged on war service, whichever is the later.

(b) An applicant for settlement shall apply to the appropriate State authority, which shall, on behalf of the Commonwealth—

(i) determine whether an applicant is an eligible person; and

(ii) classify eligible persons as suitable (either immediately or after training or further experience) or as unsuitable for settlement.

(c) Where training or further experience is considered desirable by the State authority, it shall be provided mainly by employment with farmers approved by the State authority.

13.—(1.) There may be granted to a settler during the period of one year next following the allotment of a holding to him (hereinafter referred to as "the assistance period") a living allowance at such rate and subject to such conditions as may be fixed by the Commonwealth.

(2.) During the assistance period the settler shall not be required to pay any rent or interest in respect of the holding or to make any payments on account of principal or interest in respect of advances (other than advances for working capital) made under clause 15 of this agreement.

(3.) In special circumstances and upon conditions approved by the Commonwealth, further assistance may in any particular case be extended, beyond the said period of one year.

14.—(1.) The net proceeds of the holding during the assistance period shall be paid to an authority prescribed by the Commonwealth (after consultation with the State) and credited by that authority against future obligations of the settler in respect of advances for stock, plant and equipment, and improvements, and in respect of rent in a proportion to be determined by the authority.

(2.) The authority may, in any particular case, waive the requirements of the last preceding sub-clause if, in its opinion, the circumstances of the case are such that it is desirable to do so.

(3.) Wherever practicable the whole of a settler's finances relating to his settlement under the scheme, including the collection of rent in respect of the holding, shall be controlled by one authority.

15.—(1.) The Commonwealth in consultation with the State will arrange with an authority in that State to make advances to settlers, upon such conditions as may be agreed upon between the Commonwealth and the State, for the purpose of providing working capital and paying for and effecting improvements and acquiring stock, plant and equipment.

(2.) The arrangements referred to in the last preceding sub-clause may include the giving of guarantees to the authority by the Commonwealth.

16.—(1.) Holdings will be allotted by the State on perpetual leasehold tenure. The general terms and conditions of the lease shall be approved by the Commonwealth.

(2.) The rent payable under the lease shall be recommended to the Commonwealth by the officers appointed to make the valuations referred to in sub-clause (4.) of clause 6 of this agreement.

(3.) The rent payable under the lease may include an amount calculated at a rate to be agreed upon between the Commonwealth and the State in respect of the cost of State administration of the scheme arising after the allotment of the holding to the settler. This amount shall be retained by the State and the balance of the rent shall be credited by the State to the Commonwealth.

(4.) The lease may provide for concession rentals in accordance with the state of development of the holding.

SECOND SCHEDULE—*continued.*

(5.) Structural improvements on the holding may be leased or acquired by the settler in accordance with the practice of the State.

(6.) In the event of the lease being surrendered or terminated in pursuance of the conditions of the lease, the Commonwealth shall pay to the settler compensation for any improvements effected by him which are essential for the working of the property after allowing for any amounts owing to the Crown or the credit authority.

(7.) The lease will not be transferable by the settler except with the consent of the Commonwealth and the State and on such conditions as the Commonwealth and the State agree upon.

17. Wherever it appears that land held by the State for the purpose of this agreement is no longer required for this purpose, it may be disposed of or dealt with in such manner as the Commonwealth and the State may agree upon.

18. In the State there may be established an authority to investigate and determine such matters arising between a settler and the State as the Commonwealth and the State agree may be referred to it for determination. The form and constitution of this authority shall be agreed upon by the Commonwealth and the State.
