

COMMONWEALTH AND STATE HOUSING AGREEMENT.

No. 12 of 1955.

An Act to approve an Agreement for the variation of the Agreement entered into between the Commonwealth and the States in relation to Housing, and for other purposes.

[Assented to 31st May, 1955.]

WHEREAS, in pursuance of the *Commonwealth and State Housing Agreement Act 1945*, the Commonwealth entered into an agreement (in this Act referred to as "the Principal Agreement") with the States in relation to housing, which agreement was dated the nineteenth day of November, One thousand nine hundred and forty-five, and was to come into force between the Commonwealth and any State upon being authorized or approved by the Parliament of that State :

Preamble.

AND WHEREAS the Parliaments of the States authorized or approved the Principal Agreement :

AND WHEREAS the Commonwealth has entered into an agreement (in this Act referred to as "the Amending Agreement") with the States of New South Wales, Victoria, Queensland, South Australia and Western Australia to vary the Principal Agreement :

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AND WHEREAS the Amending Agreement is subject to the approval of the Parliament of the Commonwealth and is to come into force as between the Commonwealth and any State upon being authorized or approved by the Parliaments of the Commonwealth and that State :

AND WHEREAS it is desirable to approve the Amending Agreement :

BE it therefore 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 *Commonwealth and State Housing Agreement Act 1955*.

Commencement. 2. This Act shall come into operation on the day on which it receives the Royal Assent.

Approval of the Amending Agreement. 3. The Amending Agreement, a copy of which is set out in the Schedule to this Act, is approved.

Amendment of the Commonwealth and State Housing Agreement Act 1945. 4.—(1.) Section four of the *Commonwealth and State Housing Agreement Act 1945* is amended by adding at the end thereof the following sub-section :—

“(2.) Where the agreement referred to in the last preceding section is varied in relation to a State by a further agreement approved by the Parliament of the Commonwealth, a reference in the last preceding sub-section to the first-mentioned agreement shall be read, in relation to that State, as a reference to that agreement as so varied.”

(2.) The *Commonwealth and State Housing Agreement Act 1945*, as amended by this section, may be cited as the *Commonwealth and State Housing Agreement Act 1945–1955*.

THE SCHEDULE.

Section 3.

AGREEMENT VARYING THE COMMONWEALTH AND STATE HOUSING AGREEMENT.

AN AGREEMENT made the sixteenth day of April One thousand nine hundred and fifty-five BETWEEN THE COMMONWEALTH OF AUSTRALIA (in this Agreement called “the Commonwealth”) of the first part THE STATE OF NEW SOUTH WALES of the second part THE STATE OF VICTORIA of the third part THE STATE OF QUEENSLAND of the fourth part THE STATE OF SOUTH AUSTRALIA of the fifth part and THE STATE OF WESTERN AUSTRALIA of the sixth part, and intended to be supplemental to the Agreement (in this Agreement called “the Principal Agreement”) made on the nineteenth day of November, One thousand nine hundred and forty-five, between the Commonwealth and the States of New South Wales, Victoria, Queensland, South Australia, Western Australia and Tasmania and referred to as the Commonwealth and State Housing Agreement.

THE SCHEDULE—*continued.*

WHEREAS the Principal Agreement was authorized or approved by the Parliaments of the Commonwealth and of the said States :

AND WHEREAS in or about the month of August in the year One thousand nine hundred and fifty the State of Tasmania withdrew from the rental housing scheme referred to in the Principal Agreement and is no longer regarded as a party to the Principal Agreement :

AND WHEREAS it is provided by clause 14 of the Principal Agreement that a dwelling erected under the Principal Agreement may be sold by a State subject to the conditions contained in that clause, and that thereupon the State shall pay to the Commonwealth the full purchase price of the dwelling payable by the purchaser and the Principal Agreement shall as from the date of sale of a dwelling cease to apply to that dwelling :

AND WHEREAS it has been agreed between the parties to this Agreement that tenants of dwellings erected under the Principal Agreement may be allowed to purchase the dwellings on the terms and conditions set out in this Agreement, and that the Principal Agreement be amended accordingly :

NOW IT IS HEREBY AGREED as follows :—

1.—(1.) This Agreement is subject to approval by the Parliament of the Commonwealth.

(2.) Notwithstanding that the States of New South Wales, Victoria, Queensland South Australia and Western Australia are named as parties to this Agreement—

(a) the Agreement shall, in the event of the Parliament of one or more of those States failing to authorize or approve the Agreement, operate as an agreement between the Commonwealth and the State or States which authorize or approve the Agreement as fully and effectually as if the State or States so authorizing or approving the Agreement were the only State or States named as a party or parties to the Agreement and the State or States failing to authorize or approve the Agreement were not named as a party or parties to the Agreement ; and

(b) the Agreement shall as between the Commonwealth and any State come into force upon being authorized or approved by the Parliaments of the Commonwealth and that State.

(3.) In this Agreement, and in clause 14 of the Principal Agreement, as amended by this Agreement, each State which is named as a party to this Agreement and the Parliament of which shall authorize or approve this Agreement is referred to as a "State", and the expression "the States" shall mean, where the context so permits or requires, all of those States so authorizing or approving this Agreement.

2. The Commonwealth shall provide for or secure the execution by it and its instrumentalities of the obligations of the Commonwealth arising pursuant to this Agreement and each of the States shall provide for or secure the execution by that State and by its instrumentalities of the obligations of that State arising pursuant to this Agreement.

3. Clause 6 of the Principal Agreement is amended—

(a) by omitting from sub-clause (2.) the words "sub-clause (2.) of" ; and
(b) by omitting from sub-clause (3.) the word "Each" and inserting in its stead the words "Subject to clause 14 of this Agreement, each".

4. Clause 14 of the Principal Agreement is omitted and the following clause inserted in its place :—

" 14.—(1.) A dwelling may be sold by a State at any time after its completion to the tenant of the dwelling on such terms and conditions, not inconsistent with this clause, as are prescribed or fixed by that State.

" (2.) The purchase price of a dwelling sold under this clause shall be fixed by the State.

" (3.) A dwelling sold under this clause, otherwise than for cash, to the tenant of the dwelling, not being an eligible person within the meaning of the *War Service Homes Act 1918-1954* (which expression in this Agreement includes the wife of an eligible person who is temporarily or permanently insane) obtaining an advance under that Act, shall be sold subject to the following terms and conditions :—

(a) the minimum deposit shall be five per centum of the first Two thousand pounds of the purchase money plus ten per centum of the amount by which the purchase money exceeds Two thousand pounds ;

THE SCHEDULE—continued.

- (b) the total repayments of principal (included in the annual amortization allowance mentioned in sub-paragraph (a) of paragraph 4 of the First Schedule to this Agreement) paid by the purchaser as the tenant or by a spouse of the tenant as tenant of the dwelling up to the date of the sale, or such part thereof as is determined by the State, may be credited to the purchaser and may be regarded as part of the deposit, but the purchaser shall pay in cash by way of deposit not less than five per centum of the purchase price;
- (c) the rate of interest to be charged to a purchaser in respect of any purchase money owing to a State shall be Four pounds ten shillings per centum per annum or such other rate as may be agreed from time to time between the Treasurer of the Commonwealth and the Treasurer of the State;
- (d) the balance of purchase money remaining after payment of the cash deposit and crediting the purchaser with repayments of principal in accordance with paragraph (b) of this sub-clause shall not exceed Two thousand seven hundred and fifty pounds and
- (e) the period of repayment of the balance of purchase money shall not exceed forty-five years.

“(4.) In respect of a dwelling which is sold for cash, a State shall pay to the Commonwealth forthwith the capital cost of the dwelling ascertained in accordance with the First Schedule to this Agreement, less the total repayments of principal (included in the annual amortization allowance mentioned in sub-paragraph (a) of paragraph 4 of the First Schedule to this Agreement) in respect of the dwelling up to the date of sale, and the amount of the State’s indebtedness to the Commonwealth under sub-clause (2.) of clause 6 of this Agreement shall be reduced by the amount so paid to the Commonwealth.

“(5.) Where the tenant of a dwelling is an eligible person within the meaning of the *War Service Homes Act 1918-1954* who desires to purchase the dwelling from the Director of War Service Homes (in this clause called “the Director”) in pursuance of that Act, or to obtain an advance under that Act to enable him to purchase the dwelling, the State may, if requested so to do by the Director, sell the dwelling to the Director or to that eligible person, in which event no amount of money shall be payable to the State by the Director or the eligible person, as the case may be, but the State shall transfer to the Director or to the eligible person, as the case may be, an estate in fee simple in the land on which the dwelling is erected, if the dwelling is erected on freehold land, or issue a Crown lease in perpetuity to the Director or to the eligible person, as the case may be, if the dwelling is erected on Crown land, subject in either case to the reservations, exceptions and conditions (if any) contained in the Crown grant or Crown lease, as the case may be, and to such incumbrances, reservations, exceptions, covenants or conditions subject to which the sale is expressly made, and the amount of the State’s indebtedness to the Commonwealth under sub-clause (2.) of clause 6 of this Agreement shall as from the date of sale be reduced by the amount of the purchase price of the dwelling less repayments of principal (included in the annual amortization allowance mentioned in sub-paragraph (a) of paragraph 4 of the First Schedule to this Agreement) paid by the tenant of the dwelling up to the date of sale and credited to the purchaser.

“(6.) Where a State sells a dwelling under this clause, otherwise than for cash, not being a dwelling sold in accordance with sub-clause (5.) of this clause—

- (a) the State will pay to the Commonwealth the cash deposit received from the purchaser;
- (b) the State will pay to the Commonwealth the capital cost of the dwelling ascertained in accordance with the First Schedule to this Agreement, less—
 - (i) the total repayments of principal (included in the annual amortization allowance mentioned in sub-paragraph (a) of paragraph 4 of the First Schedule to this Agreement) in respect of the dwelling up to the date of sale; and
 - (ii) the cash deposit paid by the State to the Commonwealth under the last preceding paragraph,
 and interest thereon, computed from the date of sale, by equal annual instalments of principal and interest over a period of forty-five years, or such less period as may be agreed between the Treasurer of the Commonwealth and the Treasurer of the State; and

THE SCHEDULE—*continued.*

(c) The amount of the State's indebtedness to the Commonwealth under sub-clause (2.) of clause 6 of this Agreement shall be reduced by the capital cost of the dwelling ascertained in accordance with the First Schedule to this Agreement, less the total repayments of principal (included in the annual amortization allowance mentioned in sub-paragraph (a) of paragraph (4) of the First Schedule to this Agreement) in respect of the dwelling up to the date of sale.

"(7.) The rate of interest payable by the State to the Commonwealth under the last preceding sub-clause in respect of a dwelling sold shall be the rate charged by the Commonwealth pursuant to clause 6 of this Agreement in respect of advances at the date on which the construction of that dwelling was completed, or such other rate as may be agreed between the Treasurer of the Commonwealth and the Treasurer of the State, but the rate of interest payable in respect of a dwelling the construction of which is or was completed on or before the 30th day of June, 1955, shall not exceed that charged as aforesaid on the 1st day of July, 1954.

"(8.) Nothing in this Agreement shall prevent the purchase of a dwelling by the tenant and his spouse jointly and in any such case the provisions of this clause shall be applied with such consequential alterations as may be necessary.

"(9.) As from the date of sale, this Agreement, other than this clause and clause 6 as affected by this clause, shall cease to apply to a dwelling sold under this clause.

"(10.) The 'date of sale' shall mean the day next following the date on which, under the relevant contract of sale with the appropriate Instrumentality of the State, the purchaser ceases to be tenant of the dwelling.

"(11.) The accounting arrangements under which payments due by a State to the Commonwealth under this clause shall be made shall be as agreed from time to time between the Treasurer of the Commonwealth and the Treasurer of that State."

IN WITNESS whereof the parties to these presents have executed these presents the day and year first above-written.

SIGNED SEALED AND DELIVERED by The
Right Honourable ROBERT GORDON
MENZIES Prime Minister of the Com-
monwealth for and on behalf of the
Commonwealth in the presence of—
RONALD MENDELSON

ROBERT G. MENZIES (L.S.)

SIGNED SEALED AND DELIVERED by The
Honourable JOHN JOSEPH CAHILL
Premier of the State of New South
Wales for and on behalf of that State
in the presence of—
J. GOODSSELL

J. J. CAHILL

SIGNED SEALED AND DELIVERED by The
Honourable JOHN CAIN Premier of
the State of Victoria for and on
behalf of that State in the presence
of—
T. FORRESTAL

JOHN CAIN (L.S.)

SIGNED SEALED AND DELIVERED by The
Honourable VINCENT CLAIR GAIR
Premier of the State of Queensland
for and on behalf of that State in
the presence of—
C. J. MCPHERSON

V. C. GAIR (L.S.)

SIGNED SEALED AND DELIVERED by The
Honourable THOMAS PLAYFORD
Premier and Treasurer of the State
of South Australia for and on behalf
of that State in the presence of—
W. C. LANGCAKE

T. PLAYFORD (L.S.)

SIGNED SEALED AND DELIVERED by The
Honourable ALBERT REDVERS
GEORGE HAWKE Premier of the
State of Western Australia for and
on behalf of that State in the
presence of—
R. H. DORO

A. R. G. HAWKE (L.S.)