

DERBY JETTY AGREEMENT.

No. 88 of 1962.

An Act relating to an Agreement between the Commonwealth and the State of Western Australia with respect to Jetty Works at Derby.

[Assented to 14th December, 1962.]

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 *Derby Jetty Agreement Act* Short title. 1962.

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.

4. The 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.

THE SCHEDULE.

Section 3.

AN AGREEMENT made the thirteenth day of November 1962 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 a new jetty should be constructed at the port of Derby to assist in the development of North Western Australia;
- (b) for that purpose the State proposes, subject to the provision to the State of financial assistance from the Commonwealth, to carry out as expeditiously as practicable the works referred to in this agreement as the jetty works;
- (c) the Commonwealth and the State have agreed that the financial assistance from the Commonwealth that would enable the jetty works to be carried out consists of an amount not exceeding £800,000, of which amount one half will be repayable by the State as provided in this agreement and of which an amount not exceeding £300,000 is expected to be required in the financial year ending 30th June, 1963; 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 Commonwealth 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 cost of the jetty works" means the amount expended by the State on or in connexion with the carrying out of the jetty works and includes planning and administrative expenses directly relating to the carrying out of those works;
 - "the jetty works" means the work described in the Schedule to this agreement or, if the Schedule is varied in accordance with clause 10 of this agreement, the works described in the Schedule as so varied; and
 - "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.

Approval of
agreement.

2. This agreement shall have no force or effect and shall not be binding upon either party until it is approved by the Parliament of the Commonwealth.

THE SCHEDULE—*continued.*

3. 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 advance to the State towards meeting the cost of the jetty works amounts which—
- (a) do not during the financial year ended 30th June, 1963 exceed in total more than Three hundred thousand pounds (£300,000); and
- (b) do not exceed in the aggregate Eight hundred thousand pounds (£800,000).
- 4.—(1.) The State may from time to time apply to the Commonwealth Treasurer for an amount to be advanced to it by the Commonwealth under this agreement in respect of the cost of the jetty works. Financial assistance.
- (2.) Subject to the provisions of this agreement, the State shall be entitled to be advanced by the Commonwealth an amount equal to the cost of the jetty works in respect of which the application is made. Advances.
- (3.) If the State at any time requests the Commonwealth to make an advance to the State for the purpose of meeting anticipated expenditure on or in connexion with the jetty works, the Commonwealth may advance to the State for that purpose such amount, if any, as the Commonwealth Treasurer approves.
- (4.) An amount advanced by the Commonwealth under the last preceding sub-clause may be deducted by the Commonwealth from an amount to be advanced subsequently under sub-clause (2.) of this clause.
- (5.) The State shall furnish to the Commonwealth Treasurer such documents and other evidence in support of each application by the State for an amount to be advanced to it by the Commonwealth under sub-clause (2.) of this clause as the Commonwealth Treasurer may from time to time reasonably request, whether before or after the Commonwealth has made an advance pursuant to the application.
5. The State shall not use or apply an amount or any part of an amount, advanced to it under this agreement except for the purpose of meeting the cost of the jetty works. Use of advances.
- 6.—(1.) Subject to sub-clause (2.) of this clause and to clause 8 of this agreement, the State shall from its Consolidated Revenue repay to the Commonwealth one half of each amount advanced to the State by the Commonwealth under this agreement by thirty equal consecutive half yearly payments, the first payment in each case to be made on the fifteenth day of December, 1964, except that, in the event that an advance is made by the Commonwealth under this agreement on or after the fifteenth day of December, 1964, the first payment in that case shall be made on the fifteenth day of June or the fifteenth day of December next succeeding the date on which the advance was made by the Commonwealth. Repayments by the State.
- (2.) The State, at any time after giving to the Commonwealth 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 advanced to the State by the Commonwealth as is repayable by the State under this clause and remains unpaid, together with the interest on the amount repaid accrued to the date of repayment under the next succeeding clause.
- 7.—(1.) The State shall from its Consolidated Revenue pay to the Commonwealth interest on so much of an amount 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 remains unpaid, calculated from the date on which the advance was made, 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 advance 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 advance was made.
8. The Commonwealth Treasurer and the State Treasurer may at any time arrange for any amounts advanced to the State by the Commonwealth under this agreement and not repaid by the State to be consolidated and repayment of, and payment of interest on, those amounts shall thereafter be made by the State to the Commonwealth in accordance with the arrangement in lieu of the dates ascertained in accordance with clauses 6 and 7 of this agreement. Consolidation of advances.
9. Subject to the provision to the State of any amounts to be advanced to it from time to time by the Commonwealth under this agreement, the State shall carry out, or cause to be carried out, the jetty works efficiently and in conformity with sound engineering and financial practices and as expeditiously as practicable. Execution of the works.

THE SCHEDULE—*continued.*Variation of
the works.

10. To the extent that it is necessary for the more efficient fulfilment of the objectives of this agreement, the description of the jetty works set out in the Schedule to this agreement may be varied in such a manner and to such extent as the Commonwealth Treasurer and the State Treasurer may from time to time agree.

Annual
Estimates.

11. The State shall prepare and furnish to the Commonwealth Treasurer not later than the thirtieth day of April in each year a statement or statements showing the estimated expenditure on the jetty works during the next succeeding financial year and estimates of the amounts that the State will require or request the Commonwealth to advance under this agreement during that financial year.

Supply of
information.

12. The State shall from time to time at the request of the Commonwealth Treasurer furnish to him such information as he may reasonably require for the purpose of or in relation to this agreement.

Audit.

13.—(1.) The accounts, books, vouchers, documents and other records of the State relating to the carrying out of the jetty works shall be subject to audit by the Auditor-General of the State.

(2.) Until such time as all amounts to be advanced by the Commonwealth under this agreement have been advanced and supporting evidence to the satisfaction of the Commonwealth Treasurer in relation to all amounts advanced furnished by the State, a report on the audits and on the financial statements shall be furnished by the Auditor-General of the State to the Commonwealth Treasurer once in each 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 Commonwealth Treasurer.

Notices, &c.

14. Any notice, request or other communication to be given or made under this agreement by the Commonwealth or the Commonwealth Treasurer to the State or the State Treasurer shall be deemed sufficiently given or made if it is in writing signed by the Commonwealth 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 or the State Treasurer to the Commonwealth or the Commonwealth 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.

Clauses 1, 9 and 10.

THE JETTY WORKS.

Works at the Port of Derby for the purpose of improving operating efficiency to cost approximately £800,000 and consisting of a composite steel and concrete single berth jetty and mooring dolphins, a transit shed at berth and ancillary works including road, rail, light, water, cattle loading and other services, a shore based cargo storage yard, cattle yards with associated reclamation, road and rail shore based services and other works necessary for port operation and maintenance of structures.

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 of Australia and the State of Western Australia respectively.

SIGNED by the Prime Minister of
the Commonwealth of Australia
for and on behalf of the Com-
monwealth in the presence of—

ROBERT MENZIES

W. H. SPOONER

SIGNED by the Premier of the State
of Western Australia for and on
behalf of the State in the presence
of—

DAVID BRAND

C. W. COURT