

WIRE AND WIRE NETTING.

No. 15 of 1927.

An Act to provide for the Grant of Financial Assistance to the States and to North Australia and Central Australia for the purpose of supplying Wire and Wire Netting to Settlers.

[Assented to 8th April, 1927.]

WHEREAS it is expedient to provide for the grant of financial assistance to the several States for the purpose of the supply of wire and wire netting to settlers, and to provide for the supply of wire and wire netting to settlers in North Australia and Central Australia : Preamble.

Be it therefore 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 *Wire and Wire Netting Act 1927*. Short title.
2. This Act shall be deemed to have commenced on the first day of July, One thousand nine hundred and twenty-six. Commencement.
3. In this Act "wire" means fencing wire and includes barbed wire. Definition.
- 4.—(1.) For the purposes of this Act there shall be a Trust Account, known as the Wire and Wire Netting Trust Account, which shall be kept in the books of the Treasury. Trust Account.

(2.) The Account established in pursuance of this section shall be a Trust Account within the meaning of section sixty-two A of the *Audit Act 1901-1926*.
5. There shall be payable to the Trust Account such sums as are from time to time appropriated by the Parliament for the purpose. Payments to Trust Account.
6. For the purposes of giving effect to this Act in the States, the Minister may enter into agreements with the States in accordance with the form in the Schedule to this Act. Agreements with States

Application of
Act to North
Australia and
Central
Australia.

7.—(1.) For the purposes of giving effect to this Act in North Australia and Central Australia, the Minister may, out of the moneys standing to the credit of the Trust Account, make advances to North Australia and Central Australia for the purchase of wire and wire netting.

(2.) Any wire or wire netting so purchased may be supplied to settlers in North Australia and Central Australia at such price, upon such conditions and security, and subject to such terms as to payment, as are prescribed.

(3.) Any moneys received by way of payment for wire and wire netting supplied to settlers in North Australia or Central Australia under this Act shall be paid to the Trust Account.

Regulations.

8. The Governor-General may make regulations, not inconsistent with this Act, prescribing all matters which are required or permitted to be prescribed, or which are necessary or convenient to be prescribed, for carrying out or giving effect to this Act.

THE SCHEDULE.

AN AGREEMENT made the _____ day of _____ One thousand nine hundred and twenty-seven pursuant to the Wire and Wire Netting Act 1927 of the Commonwealth of Australia BETWEEN THE MINISTER OF STATE FOR MARKETS AND MIGRATION OF THE COMMONWEALTH OF AUSTRALIA for and on behalf of the Commonwealth of Australia (in this Agreement referred to as "the Minister" which expression shall where the context so admits or requires be deemed to mean the Minister of State for Markets and Migration for the time being or the Member of the Federal Executive Council for the time being performing the duties of the Minister) of the one part and THE STATE OF (*here insert State*) (in this Agreement referred to as "the State") of the other part:

WHEREAS the State is desirous of receiving from the Commonwealth and the Commonwealth is willing to make to the State an advance for the purpose of purchasing fencing wire (including barbed wire) (in this Agreement referred to as "wire") and wire netting to be supplied to settlers in the State:

NOW THEREFORE IT IS MUTUALLY AGREED as follows:—

1. THE Commonwealth shall advance to the State out of moneys provided by the Parliament of the Commonwealth for the purpose such amounts (not exceeding the amounts required by the State) as the Commonwealth determines for the purchase of wire and wire netting.

2. ALL wire and wire netting to be purchased by the State pursuant to this Agreement shall unless otherwise approved in writing by the Minister be of Australian manufacture.

3. SUBJECT to this Agreement the State shall supply to settlers in the State the wire and wire netting purchased with the amounts so advanced.

4. THE State shall not supply the said wire or wire netting to any settler unless the settler undertakes that he will within twelve months after its receipt by him use the wire or wire netting in the erection upon land owned or occupied by him of rabbit-proof dog-proof or marsupial-proof fences as approved by the State or some authority of the State and for no other purpose.

5. THE State shall use every reasonable endeavour to ensure that every settler fulfils the undertaking given by him in pursuance of the last preceding clause.

6. THE State undertakes to pay to the Commonwealth half-yearly for twenty-five years calculated on each amount advanced under this Agreement—

- (a) a contribution to the National Debt Sinking Fund established under the National Debt Sinking Fund Act 1923-1925 or any amendment thereof or to any sinking fund established by the Commonwealth in lieu thereof at the rate of Two per centum per annum of the amount advanced; and
- (b) interest at a rate of One per centum per annum less than that paid by the Commonwealth on the loan out of which the advance is made but not exceeding Four per centum per annum.

7. (1) SUBJECT to this Agreement the State undertakes that the supply to a settler in the State of any wire or wire netting purchased with any amount advanced under this Agreement shall be upon the condition that the liability of the settler to the State in respect of the wire or wire netting so supplied shall be discharged if the settler pays to the State half-yearly for twenty-five years—

- (a) a sinking fund contribution at the rate of Two per centum per annum of the amount of the value of the wire or wire netting supplied to the settler; and
- (b) interest upon the amount of the value of the wire or wire netting supplied to the settler at a rate not more than One per centum above the rate charged by the Commonwealth to the State upon the amount advanced to the State.

(2) For the purposes of this clause "the amount of the value of the wire or wire netting" shall be deemed to mean the amount paid by the State for the wire or wire netting.

8. WHERE the amount received by the State from settlers in respect of wire or wire netting supplied to the settlers exceeds the amount required to be paid to the Commonwealth by the State in pursuance of clause six of this Agreement the State shall pay the amount of the excess to the credit of a Trust Fund to be utilized during the currency of the agreement for the purpose of purchasing wire and wire netting to be supplied to settlers on the same terms as wire and wire netting purchased with the amounts advanced to the State under this Agreement.

9. IN addition to the payments to be made to the State by settlers as provided in clause seven of this Agreement the State may—

- (i) charge each settler a sum at the rate of One pound (£1) per mile of wire netting supplied to the settler to cover administration expenses and losses;
- (ii) require each settler supplied with wire and/or wire netting on which handling charges at the port or place of entry into the State of such wire and/or wire netting have been incurred by the State to bear a proportion of such handling charges; and
- (iii) require each settler to bear all freight and cartage charges to the settler's land of the wire and/or wire netting supplied to him.

10. IN any case where the State desires that the liability of the settler to the State shall be discharged before the expiration of a period of twenty-five years in order to conform with unexpired terms of leaseholds the conditions of payment by the settler to the State may with the consent in writing of the Minister be varied to the necessary extent. Any such variation shall not however affect the undertaking by the State to pay to the Commonwealth the instalments of interest and sinking fund as provided by clause six of this Agreement.

IN WITNESS whereof the said parties to these presents have hereunto set their hands and seals the day and year above written.

SIGNED SEALED AND DELIVERED by }

for and on behalf of the Commonwealth }
in the presence of— }

SIGNED SEALED AND DELIVERED by }

for and on behalf of the State in the }
presence of— }