

COAL LOADING WORKS AGREEMENT (QUEENSLAND).

No. 45 of 1962.

An Act relating to an agreement between the Commonwealth and the State of Queensland with respect to certain Coal Loading Works.

[Assented to 28th May, 1962.]

BE it enacted by the Queen's Most Excellent Majesty, the Senate, and the House of Representatives of the Commonwealth of Australia, for the purpose of appropriating the grant originated in the House of Representatives, as follows:—

1. This Act may be cited as the *Coal Loading Works Agreement (Queensland) Act 1962*. Short title.
2. This Act shall come into operation on the day on which it receives the Royal Assent. Commencement.
3. The agreement a copy of which is set out in the Schedule to this Act is approved. Approval of agreement.
4. The advances by the Commonwealth to the State of Queensland 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 to the State of Queensland.

THE

THE SCHEDULE.

Section 3.

AN AGREEMENT made the 10th day of April 1962 between THE COMMONWEALTH OF AUSTRALIA (in this agreement called "the Commonwealth") of the one part and THE STATE OF QUEENSLAND (in this agreement called "the State") of the other part:

WHEREAS—

- (a) it is desirable in the interests of the State of Queensland and of the Commonwealth of Australia generally that the facilities for the export of coal through the port of Gladstone should be improved as expeditiously as possible;
- (b) for that purpose the State proposes, subject to the provision to the State of financial assistance from the Commonwealth, to arrange for the carrying out as expeditiously as practicable of the works referred to in this agreement as the loading works;
- (c) the Commonwealth and the State have agreed that the financial assistance from the Commonwealth that would enable the loading works to be carried out consists of an amount equivalent to one-half of the cost of the loading works from time to time, but not exceeding Two hundred thousand pounds, of which amount one half will be repayable by the State as provided in this agreement;
- (d) the State further proposes that the loading works and other works associated therewith will be carried out by the Gladstone Harbour Board; and
- (e) 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 Board" means the Gladstone Harbour Board constituted under The Harbours Act, 1955 to 1959 of the State;
- "the cost of the loading works" means the amount expended by the State and the Board on or in connexion with the carrying out of the loading works and includes planning and administrative expenses directly relating to the carrying out of those works;
- "the loading works" means the works described in the Schedule to this agreement or, if the Schedule is varied in accordance with clause 9 of this agreement, the works described in the Schedule as so varied;
- "the State Minister" means the Minister of the Crown for the time being charged with the administration of the Act of Parliament of the State by which this agreement is approved; and
- "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.

Approval and conditions of agreement.

- 2. This agreement shall have no force or effect and shall not be binding upon either party until—
 - (a) it is approved by the Parliament of the Commonwealth and the Parliament of the State; and
 - (b) the State has produced to the Commonwealth evidence establishing to the satisfaction of the Treasurer that a firm order has been placed for the purchase for export from Australia through the port of Gladstone of not less than one million tons of coal during a period of five years commencing on the first day of April, 1962.

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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 loading works amounts not exceeding in the aggregate Two hundred thousand pounds (£200,000).

Financial assistance.

4.—(1.) The State may from time to time apply to the Treasurer for an amount to be advanced to it by the Commonwealth under this agreement in respect of the cost of the loading works.

Advances.

(2.) Subject to the provisions of this agreement, the State shall be entitled to be advanced by the Commonwealth an amount equivalent to one-half of the cost of the loading works in respect of which the application is made.

(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 loading works, the Commonwealth may advance to the State for that purpose such amount, if any, as the 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 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 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 ensure that an amount, or any part of an amount, advanced to the State under this agreement shall not be used or applied except for the purpose of meeting the cost of the loading works.

Use of advances.

6.—(1.) Subject to sub-clause (2.) of this clause, the State shall 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, 1963, except that, in the event that an advance is made by the Commonwealth under this agreement on or after the fifteenth day of December, 1963, 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 may at any time after giving to the Treasurer at least one month's notice of its intention so to do, 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 unrepaid, together with the interest on the amount repaid accrued to the date of repayment under the next succeeding clause.

7.—(1.) The State shall 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 unrepaid, 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. 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 ensure that the loading works are carried out efficiently and in conformity with sound engineering and financial practices and as expeditiously as practicable.

Execution of the works.

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

Variation of the works.

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THE SCHEDULE—*continued.*

Annual
Estimates.

10. 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 loading 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.

11. 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.

12.—(1.) The accounts, books, vouchers, documents and other records of the State and of the Board relating to the carrying out of the loading 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 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 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 Treasurer.

Notices, &c.

13. Any notice, request or other communication to be given or made under this agreement by the Commonwealth or the Treasurer to the State or the State Minister 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 or the State Minister to the Commonwealth or the Treasurer shall be deemed sufficiently given or made if it is in writing signed by the State Minister or any person thereunto authorized in writing by him.

THE SCHEDULE.

Clause 1.

The Loading Works.

Works at the Port of Gladstone for the purpose of facilitating the overseas export of coal from that port estimated (in September, 1961) to cost in all approximately £405,000 and consisting of the following: improving of coal loading plant and ancillary works including storage and reclamation facilities so that the same will be capable of loading coal on to a ship without warping the ship at a rate of not less than 500 tons per hour.

IN WITNESS WHEREOF this agreement has been executed by the parties the day and year first above written.

SIGNED for and on behalf of THE COMMONWEALTH
OF AUSTRALIA by the Right Honourable ROBERT
GORDON MENZIES, the Prime Minister of the Common-
wealth, in the presence of—

ROBERT MENZIES

C. W. DAVIDSON

SIGNED for and on behalf of THE STATE OF
QUEENSLAND by the Honourable GEORGE FRANCIS
REUBEN NICKLIN, the Premier and Chief Secretary of
the State, in the presence of—

FRANK NICKLIN

T. A. HILEY