

RIVER MURRAY WATERS (AMENDMENT) ACT.

Act No. 31, 1934.

**George V,
No. 31, 1934.**

An Act to ratify and approve an Agreement for the further variation of a certain Agreement entered into between the Prime Minister of the Commonwealth and the Premiers of the States of New South Wales, Victoria and South Australia respecting the River Murray and Lake Victoria and other waters; to amend the River Murray Waters Act, 1915-1923, and certain other Acts; and for purposes connected therewith. [Assented to, 9th November, 1934.]

BE it enacted by the King's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and Legislative Assembly of New South Wales in Parliament assembled, and by the authority of the same, as follows :—

**Short title
and
citation.**

1. (1) This Act may be cited as the "River Murray Waters (Amendment) Act, 1934."

(2) This Act shall be read and construed with the River Murray Waters Act, 1915-1923, which Act is in this Act referred to as the Principal Act.

(3) The Principal Act, as amended by this Act, may be cited as the River Murray Waters Act, 1915-1934.

**Commence-
ment.**

(4) This Act shall commence on a day to be fixed by the Governor and notified by proclamation published in the Gazette.

(5) This Act shall bind the Crown.

**Ratification
of Further
Amending
Agreement.**

2. The Further Amending Agreement, a copy of which is set out in the Third Schedule to the Principal Act inserted by section three of this Act, is by this Act ratified and approved.

3.

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3. The Principal Act is amended—

- (a) by inserting in section four, at the end of the definition of "The Agreement" the words "and by the Agreement, a copy of which is set out in the Third Schedule";
- (b) by adding at the end thereof the following Schedule:—

Amendment of
Principal Act.

Sec. 4.

(Interpre-
tation.)

(New
Schedule
added.)

THIRD SCHEDULE.

Third
Schedule.

THE FURTHER AMENDING AGREEMENT.

AGREEMENT made the twenty-third day of July, one thousand nine hundred and thirty-four, between the Right Honourable Joseph Aloysius Lyons, Prime Minister of the Commonwealth of Australia, for and on behalf of the Commonwealth of the first part, the Honourable Bertram Sydney Barnsdale Stevens, Premier of the State of New South Wales, for and on behalf of that State of the second part, the Honourable Sir Stanley Seymour Argyle, K.B.E., Premier of the State of Victoria, for and on behalf of that State of the third part, and the Honourable Richard Layton Butler, Premier of the State of South Australia, for and on behalf of that State of the fourth part.

WHEREAS on the ninth day of September, one thousand nine hundred and fourteen, an Agreement was entered into by the Prime Minister of the Commonwealth of Australia and the Premiers of the States of New South Wales, Victoria and South Australia with regard to the economical use of the waters of the River Murray and its tributaries for irrigation and navigation and to the reconciling of the interests of the Commonwealth and the said States which Agreement was ratified by the Parliament of the Commonwealth of Australia and the Parliaments of the said States, and which Agreement is hereinafter referred to as the Principal Agreement.

And whereas on the tenth day of August, one thousand nine hundred and twenty-three, a further Agreement (hereinafter referred to as the "Amending Agreement") was entered into by the Prime Minister of the Commonwealth of Australia and the Premiers of the States of New South Wales, Victoria, and South Australia, modifying certain of the provisions of the Principal Agreement which further Agreement was ratified by the Parliament of the Commonwealth of Australia and by the Parliaments of the said States.

And

And whereas at a Conference between the Honourable John Arthur Perkins, Minister for the Interior of the Commonwealth of Australia, the Honourable Reginald Walter Darcy Weaver, Minister for Public Works of the State of New South Wales, the Honourable George Louis Goudie, Minister of Water Supply of the State of Victoria, and the Honourable Herbert Sydney Hudd, Commissioner of Public Works of the State of South Australia, held on the fifteenth day of November, one thousand nine hundred and thirty-three, certain resolutions were agreed to with a view to modifying certain of the provisions of the Principal Agreement as amended by the Amending Agreement.

Now it is hereby further agreed as follows:—

I. RATIFICATION AND ENFORCEMENT.

1. This Agreement is subject to ratification by the Parliaments of the Commonwealth and of the States of New South Wales, Victoria and South Australia, and shall come into effect when so ratified.

2. The Contracting Governments hereby agree to submit this Agreement for ratification to the respective Parliaments of the Commonwealth and of the said States during the present session of any such Parliament or if any such Parliament is not in session at the date of this Agreement then at the first session of such Parliament held after the date of this Agreement.

3. Each of the Contracting Governments so far as its jurisdiction extends and so far as it may be necessary shall provide for or secure the execution and enforcement of the provisions of this Agreement and any Acts ratifying the same.

4. On and after the date of ratification of this Agreement the Principal Agreement as amended by the Amending Agreement shall be read and construed as if the amendments made therein by this Agreement were incorporated therein.

II. AMENDMENT OF PRINCIPAL AGREEMENT AS AMENDED BY AMENDING AGREEMENT.

5. Clause 20 of the Principal Agreement is amended—

- (a) by adding at the end of paragraph (i) the words
“with a capacity of approximately 1,250,000 acre feet of water and with a roadway along the top of the containing dam the dam and the roadway to be constructed of such dimensions and at such a height as will permit of an extension of the storage to approximately 2,000,000 acre feet of water in the future”; and

(b)

- (b) by omitting paragraphs (iii) and (iv) and inserting in their stead the following paragraphs:—
- (iii) the construction of a barrage in each of the following channels at the mouth of the River Murray, namely:—The Goolwa, Boundary Creek, Mundoo, Ewe Island and Tauwicheere Island Channels;
- (iv) the construction of fourteen weirs or weirs and locks in the course of the River Murray from its mouth to Yarrawonga; and
- (v) the construction of two weirs in the course of the River Murrumbidgee from its junction with the River Murray to Hay."

6. The works to be provided for under Clause 20 of the Principal Agreement as amended by this Agreement include such works of the kinds described in that Clause as have been or are being constructed at the date of this Agreement.

7. Clause 21 of the Principal Agreement as amended by clause 6 of the Amending Agreement is amended—

- (a) by omitting the words "points between the mouth of the River Murray" and inserting in their stead the words "places between the point of discharge of the River Murray into the Sea"; and
- (b) by omitting the words "or on the River Darling above Wentworth (as the case may be)."

8. Clause 22 of the Principal Agreement is amended by omitting the words "weirs and."

9. Clause 23 of the Principal Agreement is amended by inserting in the second paragraph before the words "weirs and locks" the words "weirs or."

10. Clause 24 of the Principal Agreement is amended—

- (a) by inserting in the first paragraph before the words "weirs and locks" (twice occurring) the words "weirs or"; and
- (b) by omitting the second paragraph.

11. Clause 26 of the Principal Agreement is amended—

- (a) by inserting before the word "lock" (twice occurring) the words "weir and"; and
- (b) by omitting the numerals "(iii)" and "(iv)" and inserting in their stead the numerals "(iv)" and "(v)" respectively.

12. Clause 27 of the Principal Agreement is amended by omitting the words "weir or lock across or" and inserting in their stead the word "lock."

13. Clause 30 of the Principal Agreement is omitted and the following Clause is inserted in its stead:—

"30. The States of New South Wales, Victoria and South Australia may at any time extend the construction of the Upper Murray Storage to a capacity of not more than approximately 2,000,000 acre feet of water and

and in that event the cost of such extension and the maintenance of such extension when completed shall be borne by the said States or any one or more of them in such shares or wholly by any one State as may be mutually agreed upon by the said States and subject to this clause the provisions of this Agreement shall mutatis mutandis apply to the work of extension in all respects as if that work were a work mentioned in Clause 20 of this Agreement."

14. Clause 32 of the Principal Agreement is amended by omitting the words and figures after the word "estimated" and inserting in their stead the words "not to exceed Twelve million pounds, and shall be borne by the Contracting Governments in equal shares."

15. Clause 33 of the Principal Agreement is omitted and the following clause is inserted in its stead:—

"33. The cost of maintaining operating and controlling

(i) the gauging stations for the making and recording of the gaugings mentioned in Clause 18 of this Agreement; and

(ii) the works mentioned in Clause 20 of this Agreement when completed,

shall be borne by the State Contracting Governments in equal shares."

16. Clause 34 of the Principal Agreement is amended—

(a) by omitting the first paragraph and inserting in its stead the following paragraph—

"The Commission shall in the month of March of each year prepare detailed estimates of the amounts of money respectively required during the twelve months from the first day of July then next ensuing—

(a) for the cost of carrying out the works mentioned in Clause 20 of this Agreement; and

(b) for the costs of maintenance operation and control mentioned in Clause 33 of this Agreement

showing the manner in which it is proposed to expend such moneys. A copy of the detailed estimate of the amount of money required for the cost of carrying out the works mentioned in Clause 20 of this Agreement shall be forwarded to each of the Contracting Governments and the Contracting Governments shall provide the amount of money so required according to the shares set out in Clause 32 of this Agreement and pay the same to the Commission before the expiration of the said period of twelve months. A copy of the detailed estimate of the amount of money required for the costs of maintenance operation

operation and control mentioned in Clause 33 of this Agreement shall be forwarded to each of the State Contracting Governments and the State Contracting Governments shall provide the amount of money so required according to the shares set out in Clause 33 of this Agreement and pay the same to the Commission before the expiration of the said period of twelve months"; and

- (b) by omitting the last paragraph and inserting in its stead the following paragraph:—

"If in the opinion of the Commission it is necessary in any year to provide for any expenditure in excess of the amount set out in the estimate of that expenditure for that year the Commission shall prepare a detailed estimate of such excess expenditure. If the excess expenditure relates to the cost of carrying out the works mentioned in Clause 20 of this Agreement a copy of the detailed estimate shall be forwarded to each of the Contracting Governments and the Contracting Governments shall provide their respective shares thereof according to the shares set out in Clause 32 of this Agreement and pay the same to the Commission before the expiration of that year. If the excess expenditure relates to the costs of maintenance operation and control mentioned in Clause 33 of this Agreement a copy of the detailed estimates shall be forwarded to each of the State Contracting Governments and the State Contracting Governments shall provide their respective shares thereof according to the shares set out in Clause 33 of this Agreement and pay the same to the Commission before the expiration of that year."

17. Clause 36 of the Principal Agreement is omitted.

18. Clause 37 of the Principal Agreement is amended by omitting the words "under this Agreement" and inserting in their stead the words "in carrying out the works mentioned in Clause 20 of this Agreement."

19. Clause 51 of the Principal Agreement is amended by omitting the words "weirs and."

III. INTERPRETATION.

20. Clause 61 of the Principal Agreement is amended—

- (a) by inserting after the definition of "Contracting Government" the following definition—

"Contracting Governments" means all of the Governments which are parties to this Agreement"; and

(b)

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(b) by adding at the end thereof the following definitions:

“‘State Contracting Government’ means any State Government which is a party to this Agreement”;

“‘State Contracting Governments’ means all of the State Governments which are parties to this Agreement.”

In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above-written.

Signed, sealed and delivered by the
abovenamed JOSEPH ALOYSIUS
LYONS, in the presence of—
J. H. STARLING. } J. A. LYONS. (L.S.)

Signed, sealed and delivered by the
abovenamed BERTRAM SYDNEY
BARNSDALE STEVENS in the pres-
ence of—
R. H. DUNCAN. } B. S. STEVENS (L.S.)

Signed, sealed and delivered by the
abovenamed STANLEY SEYMOUR
ARGYLE in the presence of—
C. C. GALE. } STANLEY S. ARGYLE.
(L.S.)

Signed, sealed and delivered by the
abovenamed RICHARD LAYTON
BUTLER in the presence of—
M. A. F. PEARCE. } R. L. BUTLER (L.S.)

Amendment of
Act No. 25,
1916, s. 2.

4. The River Murray Waters (Amendment) Act, 1916, is amended by omitting section two.

ANZAC