

RIVER MURRAY WATERS ACT.

Act No. 8, 1915.

**George V,
No. 8.** An Act to ratify and provide for carrying out an agreement entered into between the Prime Minister of the Commonwealth of Australia and the Premiers of the States of New South Wales, Victoria, and South Australia respecting the River Murray and Lake Victoria and other waters; and for other purposes. [Assented to, 17th February, 1915.]

Preamble. WHEREAS the Prime Minister of the Commonwealth of Australia and the Premiers of the States of New South Wales, Victoria, and South Australia have entered into the agreement, a copy of which is set out in the Schedule, subject to ratification by the Parliament of the Commonwealth and the Parliaments of the said States: And whereas it is desirable to ratify and to provide for carrying out the said agreement: Be it therefore 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:—

Preliminary.

Short title. 1. This Act may be cited as the "River Murray Waters Act, 1915."

Act to bind the Crown. 2. This Act shall bind the Crown.

Commencement. 3. (1) This Act shall come into force on a day to be fixed by proclamation of the Governor published in the Gazette.

(2)

(2) The Governor may not make such proclamation unless he is satisfied that the Parliament of the Commonwealth and the Parliament of each of the said States has passed an Act ratifying the agreement.

George V,
No. 8.

4. In this Act, unless inconsistent with the context or subject-matter—

Interpreta-
tion.

“Constructing Authority” means the contracting Government or Governments by which any works under this Act are constructed, or to be constructed, and any authority constituted or appointed for the purpose of such construction.

“Contracting Government” means any Government which is a party to the agreement.

“Diversions” includes abstractions, impoundings, and appropriations of water that diminish or retard the volume of flow of a river.

“Government Gazette” means the Commonwealth of Australia Gazette, or the Government Gazette of the State of New South Wales, Victoria, or South Australia (as the case may require).

“Governor-in-Council” means Governor with the advice of the Executive Council.

“Governor-General in Council” means Governor-General with the advice of the Executive Council.

“Land” includes Crown lands and buildings, messuages, tenements, and hereditaments of any tenure, and any easement, right, or privilege in, over, or affecting any land.

“Maintenance” includes repairs and (except in section twenty-four hereof) improvements.

“Purposes of this Act” includes purposes of the agreement.

“Prescribed” means prescribed by this Act or by regulations pursuant to this Act.

“Proclamation” means proclamation by the Governor-General published in the Commonwealth of Australia Gazette, or by the Governor in Council of the State of New South Wales, Victoria, or South Australia, published in the Government Gazette of that State.

“River”

George V,
No. 8.

“River” and “Tributary” include, respectively, any affluent, effluent, creek, anabranch, or extension of, and any lake or lagoon connected with, the river or tributary.

“The agreement” means the agreement, a copy of which is set out in the Schedule.

“The Commission” means the River Murray Commission appointed for the purposes of this Act.

“The Schedule” means the Schedule to this Act.

“Under this Act” includes under the agreement.

Ratification of the agreement.

Ratification
of agreement.

5. Subject to this Act the agreement is hereby ratified and approved, and shall take effect on the coming into force of this Act.

Powers and duties of the Commission.

Regulations
made by
Commission.

6. (1) The Commission may make regulations—

(a) For or relating to—

(i) the times and places of its meetings ;

(ii) the election of a chairman to preside in the absence of the President of the Commission ;

(iii) the conduct of its proceedings ;

(iv) the duties and the control, supervision, and guidance of its officers and servants, and the time and mode in which they shall account to the Commission for all moneys received by them on its behalf or account ;

(v) the mode of making and the management and carrying out of contracts of the Commission ;

(b) Prescribing—

(i) what business shall be deemed formal for the purposes of the agreement ;

(ii) tolls, pursuant to this Act, that may be demanded and received in respect of vessels.

(c) prescribing a penalty not exceeding fifty pounds for a breach of any such regulations.

(2) Every regulation under this section, on being published in the Commonwealth of Australia Gazette, and in the Government Gazette of each of the States of
New

New South Wales, Victoria, and South Australia, shall take effect from the date of the last of such publications, or from a later date specified in the regulation. George V,
No. 8.

(3) In addition, regulations under paragraphs (b) and (c) of subsection one of this section shall be laid before both Houses of Parliament of the Commonwealth and of each of the said States within fourteen days after the date of the latest publication thereof as aforesaid, or, in the case of any Parliament not then sitting, within fourteen days after the next meeting of that Parliament. But if each House of any such Parliament passes a resolution (of which notice has been given in each House at any time within fourteen sitting days after such regulations have been laid before such House) disallowing such regulations, such regulations shall thereupon cease to have effect.

7. The regulations of the Commission made and to take effect pursuant to this Act shall have the force of law. To have force
of law.

8. The production of a document purporting to be a copy of any such regulation, and to be signed by a Commissioner or the Secretary of the Commission, or of a Government Gazette in which such regulation was published, shall be prima facie evidence that such regulation was made and is in force. Evidence of
regulation.

9. For the purposes of this Act the Commission and any person authorised by the Commission may enter any lands and shall have free access to all works. Entry on
land by
Commission

10. The Commission or a Commissioner may be compelled, by mandamus or other writ issuing from the Supreme Court of any of the said States, or (so far as the High Court of Australia has or may be invested with jurisdiction in the matter) from the High Court of Australia, to perform any of the duties of the Commission or the Commissioner (as the case may be) under this Act. Writ to
enforce
performance
of duty of
Commission.

11. Subject to this Act and the agreement, the orders, determinations, decisions, and declarations of the Commission made in the exercise of its powers and discharge of its duties, shall bind the Government and all persons and corporations; and may be made a rule or order of the Supreme Court and shall be enforceable accordingly. Orders of the
Commission
to bind.

12.

**George V,
No. 8.** **12.** Every minute or record of the proceedings of the Commission, if signed by the Commissioners, or a copy thereof certified as correct under the hand of a Commissioner or the secretary of the Commission, shall be presumed to be correct until the contrary is proved.

Evidence of records of Commission.

13. The existing and accruing rights of a person in the public service shall not be affected by reason of his being appointed a Commissioner or being appointed or employed as an officer or servant by the Commission; and service as a Commissioner or as such officer or servant shall count as service in the public service of New South Wales.

Saving of rights of State officers.

Construction and maintenance of works and acquisition of land.

14. Subject to this Act and the agreement, the construction in New South Wales of any of the works therein referred to is hereby authorised; and any such work shall be an authorised work within the meaning of the Public Works Act, 1912. But section thirty-four of the said Act shall not apply in respect of any such work.

Construction of works authorised.

15. (1) The construction, maintenance, operation, and control, pursuant to this Act and the agreement, of works by or on behalf of the Government of New South Wales shall be carried out by the Minister for Public Works.

Construction, &c., of works by Government of New South Wales.

(2) For the purposes of such construction the said Minister shall be the constructing authority within the meaning of the Public Works Act, 1912.

Constructing authority.

(3) Land required for such works may, under and subject to the said Act, be appropriated, resumed, or purchased by the Governor.

Acquisition of land.

16. For the purpose of the construction, maintenance, operation, and control, pursuant to this Act and the agreement, of works by or on behalf of any contracting Government other than the Government of New South Wales—

Construction, &c., of works by other Governments.

- (a) such Government, or any authority or person thereto authorised by it, may exercise the like powers and privileges, but subject to the like conditions, as the Minister for Public Works may

may exercise for the construction, maintenance, operation, and control of works under this Act by or on behalf of the Government of New South Wales; and for the purpose of such construction shall be the constructing authority within the meaning of the Public Works Act, 1912.

George V,
No. 8.

(b) the Governor, at the request of such Government, may under the Public Works Act, 1912, appropriate, resume, or purchase land required for such works.

17. Any loan raised by the Governor for the purpose of purchasing or resuming land, or constructing or carrying out works under this Act, shall be a loan for the public service of New South Wales within the meaning of the Inscribed Stock Act, 1902.

Inscribed
Stock Act.

Lake Victoria.

18. The lands mentioned in Schedule B to the agreement are hereby vested in South Australia for an estate of fee-simple, and may, subject to the conditions expressed in the agreement, be granted or transferred to any person appointed in that behalf by the Government of the said State.

Vesting of
lands in
South
Australia.

Compensation for damage by works.

19. No action, claim, or other proceeding for compensation for damage occasioned by the construction or maintenance of works under this Act shall be maintainable unless—

Notice to be
given in
action for
compensa-
tion.

(a) notice in writing stating the nature and extent of the damage complained of has been furnished to the constructing authority within six months after the damage in respect of which the notice is given has been occasioned; and

(b) after giving the notice the person claiming compensation proceeds without unreasonable delay to obtain such compensation.

20.

George V,
No. 8.

Rules to be
applied in
determining
compensa-
tion.

Water Act
(Vic.), 1905,
s. 238.

20. In determining whether any and what compensation for such damage is to be made, the court shall in each case have regard to and is hereby empowered and directed to apply the following principles:—

No compensation shall be awarded save in respect of some item set forth in the notice in writing stating the nature and extent of the injury complained of furnished to the constructing authority as hereinbefore provided.

No compensation shall be awarded for any diminution or deterioration of the supply of water to which any person may be entitled, unless such diminution or deterioration is such as to deprive the claimant of a supply of water previously legally enjoyed by him, and unless such diminution or deterioration is the direct and will be the permanent result of the completed works.

No compensation shall be made for the taking or diverting of any water which the constructing authority is empowered by or under this Act to take or divert, either permanently or temporarily, from any river, creek, stream, or watercourse, lake, lagoon, swamp, or marsh.

There shall be considered in reduction of all claims for compensation for injury, whether, by reason of the execution of any works under this Act, any, and if so what, enhancement in value of any property of the claimant, wherever situate, has been directly or indirectly caused, and whether any, and if so what, immediate or proximate benefit has been gained by or become available to such claimant by reason of the construction or use of such works; and a deduction shall be made accordingly from the amount which, but for this provision, would have been paid or payable as compensation.

The measure of damages shall in all cases be the direct pecuniary injury to the claimant by the loss of something of substantial benefit accrued or accruing, and shall not include remote, indirect, or speculative damages.

Where

Where the injury complained of appears to be of a permanent or continuing character, or likely to be repeated, a sum may be awarded which the court may declare to be a compensation for all injury, loss, or damage sustained in respect of the matter complained of to the date of the bringing of the action, and also for all future injury, loss, or damage in respect of the same matter; and after such award no further compensation shall be made in respect of any such future injury, loss, or damage.

George V,
No. 8.

21. If compensation is sought to be recovered for any such injury alleged to be the result of the execution of works which at the time of the alleged injury and of the claim to compensation in respect thereof are incomplete, it shall be lawful for any judge of the Supreme Court, upon an application by the constructing authority, made without action, and either by summons or by motion upon notice to the claimant for compensation, to make an order directing that the proceedings upon the claim for compensation shall be stayed until the completion of such works or for such period to be stated in the order as the judge may consider sufficient for the completion of such works, and the proceedings to recover such compensation shall be stayed accordingly; but at the expiration of the stay limited in such order the claimant shall be at liberty to resume his proceedings for the recovery of such compensation without commencing any fresh proceedings.

Stay of proceedings until completion of works.
Water Act (Vic.), 1905, s. 239.

22. Where such compensation is sought to be recovered in respect of any acts causing or likely to cause the same kind of injury to the same property, and such acts may injure interests in reversion as well as in possession in such property, the person claiming compensation shall, before any sum is awarded as compensation, satisfy the court as to the nature and extent of the respective estates or interests in such property of such claimant and all other persons (if any) said to be injured, and that he has given sufficient notice to all such other persons of his proceedings to obtain compensation under this Act. All such other persons, whether they have received such notice or not, who may appear before

Compensation for injury to interests in reversion.

Water Act (Vic.), 1905, s. 240.

George V, before the court shall be entitled to be heard on behalf
No. 8. of their respective interests in the compensation to be awarded.

In awarding any sum by way of compensation for such injury, the court shall award and apportion as between such claimant and such other persons in such manner in all respects as to such court may seem fit the amounts to be received by any or some or all of them respectively out of such sum as compensation for all injury of the same kind caused or likely to result to the respective interests of such claimant or other persons in such property. Such amounts shall be received by such claimant or other persons, and shall be in full discharge and satisfaction of the claims of such persons to compensation in respect of the matter complained of, and of all future injury, loss, or damage in respect of the same matter.

Any person to whom any such sum has been awarded or apportioned as aforesaid shall have all such remedies and means of recovering the said sum from the constructing authority against which the claim has been made as though such person had originally been a plaintiff in the action in which such award or apportionment has been so made.

Tolls.

Prescribed
tolls may be
charged.

23. A contracting government or any authority or person thereto authorised having pursuant to the agreement the control of any lock may from time to time demand and receive in respect of vessels carrying freight passing through such lock the tolls prescribed by regulations made by the Commission.

For lock-
keeping and
maintenance
only.

24. Tolls shall not be prescribed, demanded, or received except towards the cost of lock-keeping and the maintenance of navigation works under this Act, nor in respect of that portion of the limits defined by the agreement, the navigability of which is not substantially improved or made permanent by works under this Act.

Maximum
tolls.

25. The tolls prescribed shall not exceed—

- (a) sixpence per ton of the freight for every hundred miles, or part of a hundred miles, up to the first two hundred miles; or

(b)

(b) fourpence per ton of the freight for every hundred miles or part of a hundred miles after the first two hundred miles of the distance for which such freight is consigned or carried :
 Provided that an excess of less than twenty-five miles on a distance of a hundred, or any multiple of a hundred miles, shall not be taken into account in computing the toll.

George V,
 No. 8.

Regulations made by Governor.

26. (1) The Governor may, for carrying out any of the purposes of this Act for which the Commission is not empowered to make regulations, make regulations and provide a penalty not exceeding fifty pounds for any breach thereof.

Regulations
 made by
 Governor.

- (2) All such regulations shall—
- (a) be published in the Gazette ;
 - (b) take effect from the date of such publication, or from a later date specified in the regulations ; and
 - (c) be laid before both Houses of Parliament within fourteen days after such publication, or if Parliament is not then sitting, within fourteen days after the next meeting of Parliament.

(3) If either House of Parliament passes a resolution (of which notice is given at any date within fourteen sitting days after such regulations have been laid before such House) disallowing any regulations, such regulations shall thereupon cease to have effect.

Appointment of Commissioner and Deputy.

27. The Governor may, under this Act, appoint a Commissioner and a Deputy Commissioner, who shall respectively be paid such salaries (if any) as may be provided by Parliament.

Appointment
 of Commis-
 sioner and
 Deputy Com-
 missioner.

Miscellaneous.

28. Nothing in the Water Act, 1912, shall affect the exercise of any powers conferred by the agreement or by this Act, and the first mentioned Act shall be subject to the agreement.

Water Act to
 be read sub-
 ject to the
 agreement.

29.

- George V,**
No. 8.
Penalty for
injuring
works.
- 29.** Every person who unlawfully and maliciously destroys or damages, or attempts to destroy or damage, any works or portion of works under this Act shall in addition to any penalty provided by regulations under this Act be liable on conviction to imprisonment with hard labour for any term not exceeding ten years.
- Evidence of
arbitrator's
decision.
- 30.** A document signed by and purporting to contain the decision of an arbitrator appointed under the provisions of the agreement shall be evidence of such decision.
- Exemption
from rates
and taxes.
- 31.** No rates, taxes, or charges whatsoever (whether local government or not) shall be imposed, made, or levied, in respect of any works under this Act, or in respect of any land or other property held by any contracting Government or constructing authority for the purposes of such works.
- Recovery of
penalties.
- 32.** All penalties for offences against or breaches of any regulations made under this Act may be recovered in a summary way before a stipendiary or police magistrate or any two justices of the peace in petty sessions.
- Reports to be
laid before
Parliament.
- 33.** All reports, statements, and estimates received under this Act by the Governor shall be laid before both Houses of Parliament without delay.

George V,
No. 8.

SCHEDULE.

THE AGREEMENT.

AGREEMENT made the ninth day of September, one thousand nine hundred and fourteen, between the Right Honorable Joseph Cook, Prime Minister of the Commonwealth of Australia, for and on behalf of the Commonwealth of the first part; the Honorable William Arthur Holman, Premier of the State of New South Wales, for and on behalf of that State, of the second part; the Honorable Sir Alexander James Peacock, K.C.M.G., Premier of the State of Victoria, for and on behalf of that State, of the third part; and the Honorable Archibald Henry Peake, Premier of the State of South Australia, for and on behalf of that State, of the fourth part.

Whereas certain resolutions have from time to time been agreed to and agreements entered into by the Premiers for the time being for the States of New South Wales, Victoria, and South Australia, with regard to the River Murray and its tributaries, including an agreement bearing date the eleventh day of November, one thousand nine hundred and eight, and an agreement relating to works therein described as the Lake Victoria Works, and bearing date the fifth day of January, one thousand nine hundred and twelve, none of which agreements has been ratified by Parliament.

And whereas at a Conference between the Prime Minister of the Commonwealth of Australia and the Premiers of the said States, held on the seventh day of April, one thousand nine hundred and fourteen, certain resolutions were agreed to with a view 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 riparian States:

And whereas in order to carry into effect the last mentioned resolutions it is deemed desirable to enter into this Agreement.

Now it is hereby agreed as follows:—

I.—RATIFICATION AND ENFORCEMENT.

1. This Agreement is substituted for the said recited agreements bearing date the eleventh day of November, one thousand nine hundred and eight, and the fifth day of January, one thousand nine hundred and twelve, respectively; and 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.

River Murray Waters Act.**George V,
No. 8.**Submission to
Parliaments.

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.

Contracting
Governments to
provide for
enforcement of
Agreement and
Acts.

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

II.—THE COMMISSION.

Appointment.

4. As soon as may be after the ratification of this Agreement, a Commission to be called "The River Murray Commission" (hereinafter called "the Commission") shall be appointed for the purposes of this Agreement and of the Acts ratifying the same, and shall be charged with the duty of giving effect to this Agreement and the said Acts.

Constitution.

5. The Commission shall consist of four Commissioners, of whom one shall be appointed by the Governor-General of the Commonwealth, one by the Governor of New South Wales, one by the Governor of Victoria, and one by the Governor of South Australia. Each Commissioner shall be appointed for a term not exceeding five years, and shall be eligible for re-appointment.

Quorum.

6. The four Commissioners shall be a quorum, and the concurrence of all of them shall be necessary for the transaction of the business of the Commission, except such business as the Commission may from time to time prescribe as formal. The Commission shall not prescribe as formal any business in which the interests of any two of the Contracting Governments are dissimilar. For the transaction of formal business three Commissioners shall be a quorum, and the chairman shall have a deliberative vote, and in the event of an equality of votes a casting vote also.

President.

7. The Commissioner appointed by the Governor-General shall be the President of the Commission and shall have a deliberative vote, but shall not have a casting vote, except in the case of formal business.

Powers and
salary.

8. Subject as aforesaid the Commissioners shall have equal powers; and each Commissioner shall receive such salary as the Parliament of the Commonwealth or of the State which he represents shall determine.

Vacancies.

9. On any vacancy occurring in the office of President the Governor-General shall appoint a person to such vacant office, and on any vacancy occurring in the office of a Commissioner, other than the President, the Governor of the State, by whom the Commissioner whose office is vacant was appointed, shall appoint a person to the vacant office.

Deputy
Commissioner.

10. In case of the illness, suspension, or absence of a Commissioner the Governor-General or the Governor of the State by whose Governor he was appointed (as the case may be) may appoint a person to act as Deputy-Commissioner during such illness, suspension, or absence; and such Deputy shall, while so acting, have all the powers and perform all the duties, and be entitled to the indemnities of the Commissioner in whose stead he so acts.

11. Each Contracting Government shall indemnify the Commissioner appointed by the Governor-General, or the Governor of its State (as the case may be) in respect of any act done by him, and of any losses, costs, or damages incurred by him in the *bona fide* execution of the powers vested in the Commission by or under this Agreement, or any Act ratifying the same.

George V,
No. 8.
Indemnity of
Commissioner.

12. The Commission may from time to time appoint or employ such and so many officers and servants as it thinks fit, and remove or dismiss them. All such officers and servants shall, as such, be subject to the sole control of the Commission.

Officers and
servants.

13. Persons employed in the Public Service of a Contracting Government may, and as far as practicable, shall, be so appointed or employed by the Commission which may arrange with a Contracting Government for the performance by a person employed in the Public Service of such Government of any work or services for the Commission, and for any matters which may require to be adjusted with regard to the performance of or payment for such work or services by such person.

Employment of
officers in
Public Service.

14. The services of any such person may be made use of in part by the Commission, and in part by the Contracting Government.

Officers' services
partly used.

15. Before any person intrusted with the custody or control of moneys, whether as collector, or other officer or servant of the Commission, enters upon his office, the Commission shall take sufficient security from him for the faithful execution of his office; and such security may be that of any incorporated company, or guarantee society approved of by the Commission, and in such form as the Commission may think fit.

Commission t
take security
from officers
entrusted with
money.

16. Every officer or person appointed or employed by the Commission shall, from time to time, when required by the Commission, make out and deliver to it, or to any person appointed by it for that purpose, a true and faithful account, in writing, under his hand, of all moneys received by him on behalf or account of the Commission. Such account shall state how, and to whom, and for what purpose such moneys have been disposed of. Together with such account such officer shall deliver the receipts and vouchers for such payments. Every such officer or person shall pay to the Commission, or to any person appointed by it to receive the same, all moneys which appear to be owing from him upon the balance of such account.

Officers to
account.

17. The Commission shall cause proper minutes or records of all its proceedings to be kept.

Records of
proceedings.

18. It shall be the duty of the Commission to carry on an effective and uniform system of making and recording continuous gaugings—

Gaugings.

(a) of the main stream of the River Murray, and of such of its tributaries within the boundaries of each of the States, and at such points as the Commission deems necessary to determine the volume of the intake from the several portions of the drainage area, the volume of flow at various points in the channels, and the losses therefrom, with their positions and modes of occurrence;

(b) of all diversions, whether natural or artificial or partly natural and partly artificial, from the main stream of the River Murray and its tributaries.

But the the Commission in lieu of making any such gaugings may accept any gaugings made and recorded by any Contracting Government.

- George V,**
No. 8.
Duties of the
Commission as
to.
(a) deliveries of
water.
- (b) Reports and
balance-sheet.
19. Subject to this Agreement and any Acts ratifying the same the Commission—
- (i) may declare from time to time so far as may be necessary for giving effect to this Agreement and the said Acts, the quantities of and times for and means of verification of all deliveries of water provided for in this agreement.
 - (ii) in declaring the quantities and times for deliveries of water shall have regard to the quantities and times most suitable and convenient for the purposes of this Agreement ;
 - (iii) shall before the first day of October in each year prepare and forward to each of the Contracting Governments a report as to—
 - (a) its proceedings during the twelve months ended on the thirtieth day of June then last past ;
 - (b) the operations carried on by it or under its orders, and particularly as to the gauging of and all deliveries of water during such period ;
 - (c) the effect of the diversions to the said thirtieth day of June on the volume of the Murray River and its tributaries ;
 - (d) the scope and effect of all works in pursuance of this Agreement ;
 - (e) the names, salaries, allowances, or wages, positions and duties of officers or persons employed by it ;
 - (f) its receipts and expenditure during the said period ;
 - (g) its administration generally during the said period.

III.—WORKS TO BE CONSTRUCTED.

- Description of
works.
20. The works to be provided for under this Agreement comprise—
- (i) the provision of a system of storage at Cumberoona or some other suitable site or sites on the Upper River Murray, to be approved of by the Commission (hereinafter referred to as the "Upper Murray Storage") ;
 - (ii) the provision of a system of storage at Lake Victoria ;
 - (iii) the construction of weirs and locks in the course of the River Murray from its mouth to Echuca ;
 - (iv) the construction of weirs and locks in the course of the River Murrumbidgee, from its junction with the River Murray to Hay, or, alternatively, at the absolute discretion of the Government of New South Wales, to be signified to the Commission within one year from the date on which this Agreement comes into effect, the construction of weirs and locks in the River Darling, extending up-stream from its junction with the River Murray, and involving an equivalent amount of expenditure.
- Responsibility
for construction.
21. All of the works provided for in the next preceding clause to be constructed at points between the mouth of the River Murray and Wentworth shall be constructed by the Government of South Australia. The works on the River Murrumbidgee or on the River Darling above
Wentworth

Wentworth (as the case may be) shall be constructed by the Government of New South Wales. The works on the River Murray above its junction with the River Darling shall be constructed by the Governments of New South Wales and Victoria, severally or jointly as may be mutually agreed upon by those Governments, or as in default of such agreement may be determined by the Commission.

George V,
No. 8.

22. The weirs and locks aforesaid shall be so constructed as to provide at all times of the year for vessels drawing five feet of water.

Capacity of
weirs and locks.

23. The Governments of New South Wales, Victoria, and South Australia shall, each as soon as practicable, cause to be prepared and submitted to the Commission for its approval a general scheme of the works to be constructed by them respectively under this Agreement, and before commencing the construction of any of such works shall cause to be prepared and submitted to the Commission for its approval, designs, and estimates of such work.

Preparation of
submission of
general scheme,
designs, &c. for
the approval of
the Commission.

The Commission may approve of any such general scheme and of any such designs or estimates, with or without alterations or additions, or may from time to time refer the same for amendment to the Government submitting the same; and in considering the sites at which weirs and locks are to be constructed the Commission shall so far as practicable have regard to the suitability of the sites for the purpose also of affording convenient offtakes for irrigation requirements. The construction of the work shall be carried out in accordance with the designs so approved.

The provisions of this clause so far as they relate to the approval by the Commission of designs and estimates and sites shall not apply to any works mentioned in clause twenty hereof which have been commenced before this agreement comes into effect, nor shall the said provisions or the provisions of paragraph (i) of clause twenty hereof, so far as they relate to the approval of a site or sites, apply to any site or sites for the Upper Murray Storage agreed upon by the Governments of New South Wales and Victoria before this Agreement comes into effect. Full particulars of any works so commenced and of any surveys made for any such site or sites (and, in the case of the Upper Murray Storage, whether agreed upon as aforesaid or not) and of the cost of such works and surveys shall as soon as may be after this Agreement comes into effect be furnished to the Commission by the Contracting Government or Governments by which the same have been so commenced or made.

24. The construction as provided by clause twenty-one of this Agreement, both of the storage works and of the weirs and locks mentioned in clause twenty hereof, shall be commenced by the Governments of the several States as soon as may be after this Agreement comes into effect, and shall be continued without cessation (other than may be due to unavailable causes) until all of the said storage works and weirs and locks are completed.

Commencement
of continuous
works.

The intention of the Contracting Governments is that, so far as is reasonably practicable, the Lake Victoria works shall be completed within four years, the Upper Murray Storage works within seven years, and all other works under this Agreement within twelve years after this Agreement comes into effect.

**George V,
No. 8.**Maintenance
of works.

25. The Governments of New South Wales, Victoria, and South Australia shall each maintain the works constructed by them respectively under this Agreement, and keep the same effective for the purposes for which they were respectively designed.

Dredging and
snagging.

26. After any weir or lock has been constructed under this Agreement across or in any river, all necessary dredging and snagging upstream in the river (within the limits indicated by paragraph (iii) or (iv) of clause twenty of this Agreement) to the distance to which the navigability of the river is affected by such weir or lock shall be carried out by the Government by which it was constructed.

Operation and
control of works
and collection
of tolls.

27. The works constructed by any Government under this Agreement shall be operated and controlled by such Government; and such Government, in the case of a weir or lock across or in a river the flow of which is regulated under this Agreement, shall at all times (subject to clause fifty-one of this Agreement) maintain thereat a depth of water sufficient for navigation by vessels drawing five feet of water, and shall also collect any tolls prescribed for the use thereof for purposes of navigation.

Directions of
Commission.

28. The Commission shall have full power to give directions to secure the uniform stability and durability of works, and to order and direct—

- (i) the order in point of time of the construction of particular works, being part of the work to be constructed by any of the State Governments;
- (ii) the rate of progress of works whether of construction or maintenance;
- (iii) the method and extent of maintenance of works;
- (iv) if necessary, what works shall be regarded as works of construction or of maintenance; and
- (v) such acts and things as it considers necessary for ensuring the due observance of this Agreement;

and any such directions shall be carried out by the constructing authority.

State Govern-
ments to
facilitate con-
struction and
operations
within their
territories.

29. A contracting Government within whose State any works for the purposes of this Agreement are to be or are being or have been constructed by another Contracting Government or constructing authority shall grant to such other Contracting Government or constructing authority all such powers, licences, and permissions in and to the use of or with respect to its territory as may be necessary for the construction, maintenance, operation, and control of such works in addition to the powers of a constructing authority and for carrying out any operations authorised by this Agreement.

Works for joint
benefit of New
South Wales
and Victoria.

30. It is agreed between the Governments of New South Wales and Victoria that the provisions of this Agreement shall, mutatis mutandis, apply to any works in the River Murray above Echuca for the purpose of the diversions of water allotted to them under this Agreement (other than any works mentioned in clause twenty of this Agreement) which may be constructed for the joint benefit of those States, the cost of the construction of such works and of the maintenance thereof being borne by the Governments of New South Wales and Victoria in proportion to the amount of water proposed to be diverted into each of the said States

States by such works. In the event of failure of the respective Governments to agree as to the proportion of water proposed to be diverted the Commission shall upon reference to it by the Governments or either of them finally determine the matter.

31. Where pursuant to this Agreement the duty of maintaining, operating, or controlling any works, or of carrying out any operation is to be performed by any two Contracting Governments jointly, any questions which may arise as to which of such Governments is to perform such duty shall, unless mutually agreed upon between them, be determined by the Commission.

IV.—FINANCE.

32. The cost of carrying out the works mentioned in clause twenty of this Agreement is estimated at four million six hundred and sixty-three thousand pounds, and shall be borne by the Contracting Governments in the following proportions, namely:—

Commonwealth	£1,000,000
New South Wales	1,221,000
Victoria	1,221,000
South Australia	1,221,000

33. The estimated cost of the several works mentioned in clause twenty of this Agreement, and herein more particularly specified, is as follows, namely:—

Nine weirs and locks from Blanchetown to Wentworth	£865,000
Seventeen weirs and locks from Wentworth to Echuca	1,700,000
Nine weirs and locks from the junction of the Rivers Murray and Murrumbidgee to Hay, or alternatively locks and weirs from the junction of the River Darling with the River Murray up-stream in the River Darling, and involving an equivalent amount of expenditure	540,000
Upper Murray Storage	1,353,000
Lake Victoria Storage	205,000

34. The Commission shall in the month of March of each year prepare and forward to each of the Contracting Governments a detailed estimate of the amount of money required during the twelve months from the first day of July then next ensuing for all expenditure pursuant to this Agreement (other than expenses of the Commission or salaries and expenses of Commissioners), showing the manner in which it is proposed to expend such money; and the Contracting Governments shall provide their respective shares thereof in the proportions set out in clause thirty-two of this Agreement, and pay the same to the Commission before the expiration of the said period of twelve months.

In the first estimate prepared under this clause there shall also be included any amounts of money expended, or to be expended, by any of the Contracting Governments pursuant to this Agreement before the

**George V,
No. 8.** the beginning of the period of twelve months covered by such first estimate (including the cost referred to in the last paragraph of clause twenty-three of this Agreement); and the same shall be paid accordingly as provided by this clause and clause thirty-five of this Agreement.

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 for that year, the Commission shall prepare and forward to each of the Contracting Governments a detailed estimate of such excess expenditure; and the Contracting Governments shall provide their respective shares thereof in the proportions set out in clause thirty-two of this Agreement, and pay the same to the Commission before the expiration of that year.

Payment by
Commission to
State.

35. In accordance with the estimates provided for in the next preceding clause of this Agreement the Commission shall in each year advance to any Government required by this Agreement to construct, maintain, operate, or control any works, or to carry on any operation, an amount sufficient to defray the cost to be incurred by such Government for those purposes in that year.

Excess expen-
diture in
construction.

36. If in the opinion of the Commission for the effective construction of any of the works provided for in this Agreement it is necessary to exceed the amount set out in clause thirty-three of this Agreement, the Commission may pay to the Government constructing such work an amount in excess of that so set out, and the amount of such excess expenditure shall be borne by the Contracting Governments in the proportions set out in clause thirty-two of this Agreement.

Compensation
for damage by
works.

37. Where a Contracting Government or a constructing authority has made compensation for any damage occasioned by or arising out of anything done by it under this Agreement, the amount of such compensation shall be contributed by the Contracting Governments inter se in the proportions set out in clause thirty-two of this Agreement.

Administrative
expenses.

38. All expenses of the Commission (except the salary and expenses of each Commissioner, which shall be paid the Contracting Government which he represents) shall be borne by the Contracting Governments in equal shares.

Unexpended
balances.

39. Of the moneys paid to the Commission by the Contracting Governments pursuant to this Agreement, such balances as remain unexpended on the thirtieth day of June in any year shall be available for expenditure during the twelve months from the first day of July in that year.

Audit and
inspection of
books.

40. The books, accounts, and vouchers of the Commission shall be examined and audited at least once in every year by the Auditor-General of the Commonwealth, or by such other officer as may be appointed for that purpose by the Governor-General, and may at any reasonable time be examined and audited by any person appointed for that purpose by the Governor of any of the said States; and a report of the result of any examination and audit under this clause shall be furnished to each Contracting Government by the person making the same.

Commission to
account.

41. The Commission shall account to the Contracting Governments for all moneys received by the Commission under or for the purposes of this Agreement.

42. No tolls shall be collected in respect of navigation, except such as are prescribed by the Commission for the use of weirs and locks constructed for the purposes of this Agreement. All such tolls when collected shall be paid to the Commission, which shall credit the same to the Contracting Governments in the proportions set out in clause thirty-two of this Agreement.

George V,
No. 8.
Tolls.

V.—PROCEEDINGS IN DEFAULT.

43. If any Contracting Government whose duty it is under this Agreement or under any direction issued in accordance with this Agreement to construct or continue the construction of or to maintain, operate, or control any works, or to carry on any operation, or to provide its share of the cost of the construction, maintenance, operation, or control of such works, or of carrying on such operation, refuses or neglects to do so, after being thereunto required by the Commission, the other Contracting Governments (or any one or more of them) with the sanction of the Commission—

Failure to perform works or contribute cost.

- (a) may without prejudice to their or its other rights under this Agreement construct or continue and complete the construction of or maintain, operate, or control the whole of such works (or any portion thereof specified by the Commission) or carry on such operation (or any part thereof specified as aforesaid) and provide the cost thereof; and
- (b) may in any court of competent jurisdiction, recover as a debt from the Contracting Government so refusing or neglecting the share of such cost to be provided by such Contracting Government in pursuance of this Agreement, together with interest on any sums expended, at a rate to be determined by the Commission.

For the purpose of any act or thing to be done under this clause the Contracting Governments, or any one or more of them as aforesaid, shall have the rights and powers of a constructing authority; but the Contracting Government so refusing or neglecting, shall on completion of such act or thing, and the payment of its share of the cost thereof, be deemed to be the constructing authority.

VI.—DISTRIBUTION OF WATERS.

44. Clauses forty-five to fifty-one inclusive of this Agreement shall not take effect until the Lake Victoria and Upper Murray Storage Works are completed or declared by the Commission to be effective for the purposes for this Agreement or the expiration of the period of seven years from the time when the Agreement comes into effect (whichever first happens), and nothing in the said clauses or in this clause shall be taken as an admission prejudicial to the rights of any of the States of New South Wales, Victoria, or South Australia in the meantime.

Postponement of operation of clauses 45 to 51.

45. The flow of the River Murray at Albury, including the natural or regulated flows of all tributaries of the River Murray above Albury, as regulated by the Upper Murray Storage, shall be shared equally by New South Wales and Victoria; subject to deduction from either State's share at Albury of such volumes as that State may by works divert from time to time from streams above Albury.

Flow at Albury.

**George V,
No. 8.**

Tributaries in
New South
Wales and
Victoria below
Albury.

46. New South Wales and Victoria shall each have the full use of all tributaries of the River Murray within its territory below Albury, and shall have the right to divert, store, and use the flows thereof, and shall have the right below the affluence with the Murray River of any such tributary to divert store and use volumes equivalent to those arriving at the place of diversion as the result of contribution by any such tributary, in addition to any other share of the waters at the place of diversion, to which each of the said States is respectively entitled under this Agreement.

Limitation of
rights under
clauses 45, 46.

47. All rights under clauses forty-five and forty-six of this Agreement shall be subject to provision by each of the said States of New South Wales and Victoria from the flow of its tributaries, or from the flow of the River Murray at Albury, or both of its contribution towards the share hereby allotted to South Australia, and subject also to town supply, domestic and stock supply, and other uses within its territory from the main stream, and to the provisions of clause fifty of this Agreement.

Proportion of
waters allotted
to South
Australia to be
contributed by
New South
Wales and
Victoria
respectively.

48. The proportion of the contributions by New South Wales and Victoria to the share hereby allotted to South Australia, and for town supply, domestic and stock supply, and other uses, from the main stream, shall be that which the mean natural flow of the tributaries of each State below Albury, measured at the points of affluence with the River Murray, with half the actual mean flow at Albury, added in each case, bear to each other. In calculating the mean flow of the River Darling for this purpose, a deduction shall be made to the extent of any water diverted by the State of Queensland, the extent of such diversion being determined by the Commission.

Allowance to
South Australia.

49. The minimum quantity to be allowed to pass for supply to South Australia in each year shall be sufficient to fill Lake Victoria Storage once, and in addition to maintain, with the aid of the water returned from Lake Victoria, a regulated supply at Lake Victoria outlet of one hundred and thirty-four thousand acre feet per month during the months of January, February, November, and December, one hundred and fourteen thousand acre feet per month during the months of March, September, and October, ninety-four thousand acre feet per month during the months of April, May, and August, and forty-seven thousand acre feet per month during the months of June and July, such quantities being the provisions for irrigation equivalent to a regulated supply of sixty-seven thousand acre feet per month during nine months, and for domestic and stock supply losses by evaporation and percolation in Lake Victoria, and like losses and lockage in the river from Lake Victoria to the river mouth (but not including Lakes Alexandrina and Albert).

Surplus.

50. After the utilisation for irrigation by South Australia of the volumes set forth in the next preceding clause, or by New South Wales of one million nine hundred and fifty-seven thousand acre feet per annum, or by Victoria of two million two hundred and nineteen thousand acre feet per annum, a further volume or further volumes may be allotted from time to time by the Commission out of any surplus over the quantities specified in this and the next preceding clause.

51. The Commission may in the case of a period of unusual drought, such as the years one thousand nine hundred and two and one thousand nine hundred and three, vary the provisions of this Agreement respecting the amount of water to be used by New South Wales and Victoria and the amount of water to be allowed to pass for supply to South Australia and respecting the depth of water to be maintained at weirs and locks constructed under this Agreement; but in any case of restriction the reduction of supply to be suffered by each State shall be proportioned to the amounts to which the respective States would otherwise be entitled under the preceding clauses of this Agreement.

George V,
No. 8.
Drought.

VII.—DIVERSIONS AND STORAGES.

52. Before the commencement of any works to effect new or alter existing diversions of the waters of the River Murray or its tributaries the Contracting Government, by or under permission from which such diversion is proposed to be effected, shall inform the Commission in writing of the intention to commence such works.

Information to
be given to
Commission.

53. Within six months after the appointment of the Commission each of the Contracting Governments shall furnish the Commission with a statement containing a list of all actual and all permitted diversions existing within its territory at the time of such appointment, with such particulars thereof as the Commission requires and such Contracting Government is able to supply.

Statement of
existing
diversions.

VIII.—LAKE VICTORIA WORKS.

54. The States of New South Wales and Victoria, so far as they can do so and as may be necessary in pursuance of this Agreement, will authorise and facilitate the construction and maintenance and the use by the State of South Australia of the Lake Victoria Works mentioned and described in Schedule A to this Agreement.

Construction to
be facilitated.

55. To the end and for the purposes mentioned in the next preceding clause of this Agreement the State of New South Wales will transfer to and vest in the State of South Australia for an estate in fee simple, subject to the conditions hereinafter expressed, the lands mentioned and described in Schedule B to this Agreement.

Transfer of site.

56. After the commencement of the Lake Victoria Works, the State of South Australia may at all times divert into Lake Victoria for impounding or storing therein the waters of the River Murray flowing at the site or sites of the offtake or offtakes for diversion into Lake Victoria, except so much of such waters as under this Agreement New South Wales or Victoria shall have allowed to pass down the river for diversion supply or use to or in their respective territories, or as may be required for the purposes of this Agreement at all places below any such site.

Power to store
water in Lake
Victoria.

57. Subject to this Agreement and to the Acts ratifying the same and to any right at the date when this Agreement comes into effect lawfully exercisable by an occupier of land on the bank of the said lake to use the water being in the said lake for domestic purposes or for watering cattle or other stock, or for gardens not exceeding five acres in extent used in connection with a dwelling house, and to the general right

Water stored in
Lake Victoria.

George V, right of all persons to use such water for domestic purposes or for
No. 8. watering cattle or other stock at places on such lake to which at the said date there is access by public road or reserve, the water impounded or stored in Lake Victoria shall be devoted to such uses as may be determined by the Government of South Australia, which, subject to any directions of the Commission, may at the times and in the quantities it thinks proper, release such water for conveyance by the channel of the River Murray to the eastern boundary of the State of South Australia: Provided that the water so stored shall be used primarily for the purpose of aiding to maintain the regulated supplies of water at Lake Victoria outlet provided for in clause forty-nine of this Agreement: Provided also that the State of South Australia, subject to this Agreement, will at the request of the State of New South Wales make provision where necessary for and permit the reasonable use of the waters of the said lake by occupiers on the settlement of lands of a total area not exceeding 200,000 acres in the vicinity of Lake Victoria for domestic purposes and for watering their cattle and other stock: Provided further that if access to the watering-places aforesaid by public road or reserve be interfered with by the construction of the said Lake Victoria Works, the State of South Australia will, on the request of the State of New South Wales, provide such other watering-places in lieu thereof as shall not interfere with the said works.

IX.—MISCELLANEOUS.

Arbitration.
Difference to be referred.

58. If a difference of opinion arises among the Commissioners on any question not being a question of law or prescribed as formal business, such question unless the Commissioners concur within two months after submission by a Commissioner of a resolution thereon shall, as hereinafter provided, be referred for decision to an arbitrator who shall be appointed by the Contracting Governments.

A Contracting Government may give to the other Contracting Governments written notice to concur in the appointment of an arbitrator and to refer such question to such arbitrator for decision.

If the appointment be not made within two months after the giving of such notice the Chief Justice of the Supreme Court of Tasmania, or other the person for the time being discharging the duties of that office, may at the request of such Contracting Government appoint an arbitrator who shall have the like powers to act in the reference and to decide the question as if he had been appointed by the Contracting Governments.

The decision of an arbitrator appointed to decide such question shall be binding on the Commission and the Contracting Governments, and shall be deemed to be the opinion of the Commission.

Furnishing information and particulars.

59. A Contracting Government shall on the request of the Commission furnish to the Commission all such information and particulars as the Commission may require for the purposes of this Agreement, and as such Government is able to furnish.

Reports, &c., to be sent to Governor-General or Governor.

60. All reports, statements, and estimates of the Commission required by this Agreement to be forwarded to the Contracting Governments, or any of them, and all reports of persons appointed to examine and audit books, accounts, and vouchers of the Commission shall be addressed to the Governor-General or the Governor (as the case may require).

X.—INTERPRETATION.

George V,
No. 8.

61. In this Agreement, save where inconsistent with the context,—
- “Constructing authority” means the Contracting Government or Governments by which any works are constructed or to be constructed, or any authority constituted or appointed for the purpose of such construction.
 - “Contracting Government” means any Government which is a party to this Agreement.
 - “Diversions” includes abstractions, impoundings, and appropriations of water that diminish or retard the volume of flow of a river.
 - “Governor-General” means Governor-General with the advice of the Executive Council.
 - “Governor” means Governor with the advice of the Executive Council.
 - “Land” includes Crown lands and buildings, messuages, tenements, and hereditaments of any tenure, and any easement, right, or privilege in, over, or affecting any land.
 - “Maintenance” includes repairs and improvements.
 - “River” and “Tributary” respectively includes any affluent, effluent creek, ana-branch, or extension of and any lake or lagoon connected with the river or tributary.

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

Signed, sealed, and delivered by the
abovenamed JOSEPH COOK, in
the presence of
W. McM. GLYNN. } JOSEPH COOK. (L.S.)

Signed, sealed, and delivered by the
abovenamed WILLIAM ARTHUR
HOLMAN, in the presence of—
W. H. FORREST. } W. A. HOLMAN. (L.S.)

Signed, sealed, and delivered by the
abovenamed ALEXANDER JAMES
PEACOCK, in the presence of—
J. H. McCOLL. } A. J. PEACOCK. (L.S.)

Signed, sealed, and delivered by
the abovenamed ARCHIBALD
HENRY PEAKE, in the presence
of— RICHARD BUTLER. } A. H. PEAKE. (L.S.)

SCHEDULES.

George V,
No. 8.

SCHEDULES.

SCHEDULE A.

A regulation reservoir, with a storage capacity of about twenty-two and a half thousand millions of cubic feet at and about Lake Victoria, in the State of New South Wales, situate within three miles of the River Murray, and about thirty-six miles in a direct line below the junction of the River Murray with the River Darling, and about fourteen miles in a direct line above the eastern boundary of the State of South Australia, which lake covers an area of approximately thirty thousand acres, and is connected with the main stream of the River Murray by the Rufus River and Frenchman's Creek.

Such weirs and locks across and in the River Murray, and such regulators as may be required for the purposes of the Lake Victoria storage, or of the navigation of the River Murray.

SCHEDULE B.

That piece of land situated in the State of New South Wales, and covered with water now known as Lake Victoria, with the two watercourses known as Rufus River and Frenchman's Creek, connecting the River Murray with the said lake for and throughout their entire course from the said river to the said lake; also so much of the banks and foreshores of the said lake and watercourses, and of the land adjoining thereto, as shall be sufficient for all purposes of access to and use and enjoyment of the Lake Victoria works.

SEAT