

Softwood Forestry Agreement Act 1968 No 20

[1968-20]



New South Wales

Status Information

Currency of version

Repealed version for 2 October 1968 to 9 December 2008 (accessed 12 September 2024 at 22:17)

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Provisions in force

The provisions displayed in this version of the legislation have all commenced.

Notes—

- **Repeal**

The Act was repealed by Sch 4 to the *Statute Law (Miscellaneous Provisions) Act (No 2) 2008 No 114* with effect from 10.12.2008.

Authorisation

This version of the legislation is compiled and maintained in a database of legislation by the Parliamentary Counsel's Office and published on the NSW legislation website, and is certified as the form of that legislation that is correct under section 45C of the [Interpretation Act 1987](#).

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Softwood Forestry Agreement Act 1968 No 20



New South Wales

An Act to ratify an Agreement entered into between the Commonwealth of Australia and the State of New South Wales in relation to increased softwood plantings in the State; to validate certain matters; and for purposes connected therewith.

1 Name of Act

This Act may be cited as the *Softwood Forestry Agreement Act 1968*.

2 Ratification of Agreement

- (1) The Agreement (hereinafter referred to as **the Agreement**), a copy of which is set out in the Schedule to this Act, is hereby approved, ratified and confirmed, and the doing or performance of all such acts, matters or things as are to be or may be done or performed under or in pursuance of the Agreement, is hereby authorised, and the Agreement may be carried into effect notwithstanding the provisions of any other Act.
- (2) Without prejudice to the generality of subsection one of this section all acts, matters and things which, by the Agreement, are agreed, directed, authorised or permitted to be made, done or executed by or on behalf of the State of New South Wales, the Minister, or any other person specified therein are hereby sanctioned, authorised and confirmed.

3 Validation

Any act, matter or thing for or with respect to which provision is made in the Agreement made, done, or executed before the commencement of this Act or made, done or executed by the State of New South Wales, or the Minister, or any other person specified therein, which would have been lawful if this Act had been in force at the time such act, matter or thing was made, done or executed is hereby validated.

Schedule

(Section 2)

AN AGREEMENT made the second day of June, One thousand nine hundred and sixty-seven between THE COMMONWEALTH OF AUSTRALIA (in this agreement called "the Commonwealth") of the one part and THE STATE OF NEW SOUTH WALES (in this agreement called "the State") of the other part.

WHEREAS—

- (a) the Australian Forestry Council constituted by the Ministers of the Commonwealth and of the States concerned with forestry (hereinafter referred to as “the Council”) has recommended that the rate of softwood planting in Australia should be increased to an average of 75,000 acres a year during the next thirty-five years;
- (b) the Commonwealth and the States have agreed upon the programme referred to in this agreement showing the proposed annual planting that, subject to funds being available, might be made by each State during the five years commencing on the first day of July, 1966, in order to commence implementation of the recommendation of the Council;
- (c) the State is desirous of undertaking the proposed annual planting specified in respect of the State in the programme;
- (d) the Commonwealth has agreed to request the Parliament of the Commonwealth, to authorize the grant of financial assistance under section 96 of the Commonwealth of Australia Constitution for the purpose of assisting the State in carrying out its part of the programme consisting of amounts which represent a part of the cost incurred by the State in respect of planting during each year of the programme and which would be repayable as provided in this agreement; and
- (e) the Parliament of the Commonwealth has authorized the grant of the financial assistance requested and the execution on behalf of the Commonwealth of this agreement:

NOW IT IS HEREBY AGREED as follows:—

1.

In this agreement, unless the contrary intention appears—

“additional planting” means the area by which the net area of planting carried out by the State in a year of the programme exceeds base year planting;

“base year planting” means the net area of base year planting specified in the programme in respect of the State;

“cost of planting” means those costs incurred by or on behalf of the State and calculated in a manner approved by the Treasurer which, in the opinion of the Treasurer, are directly attributable to—

- (a) planting;
- (b) tending planting;
- (c) re-planting failed planting,

and includes costs approved by the Treasurer in the acquisition of land and execution of works (including road works and land clearing) after the thirtieth day of June, 1966, for the purpose of planting;

“financial year” and “year” means a period of twelve months ending on the thirtieth day of June;

“net” means, in relation to an area of planting, the area of the planting excluding roads, firebreaks, and other facilities;

“planting” means planting of softwoods carried out by or on behalf of the State for the purpose of establishing softwood plantations not established or planted with softwoods before the first day of July, 1966;

“programmed planting” means, in relation to a year of the programme, the net area of proposed annual planting specified in the programme in respect of the State and of that year;

“programmed increased planting” means the area by which in respect of any year of the programme, the programmed planting exceeds base year planting;

“the Commonwealth Minister” means the Minister for National Development 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 that Minister;

“the programme” means the programme set out in the Schedule to this agreement;

“the State Treasurer” means the Treasurer of the State and includes such other Minister of the Crown as is for the time being acting for and on behalf of the Treasurer of the State;

“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;

“year of the programme” means a year in respect of which a proposed annual planting is specified in the programme in respect of the State.

2. Financial assistance.

(1.)

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, provide financial assistance to the State of amounts calculated in accordance with this clause to assist the State in meeting the cost of planting incurred during each year of the programme.

(2.)

Subject to sub-clauses (3.) and (4.) of this clause, the amount of the financial assistance to be provided by the Commonwealth to the State in respect of each year of the programme under sub-clause (1.) of this clause shall be the amount that bears to the cost of planting attributable to that year the same proportion as additional planting or programmed increased planting, whichever is the less, bears to the net area of all planting during that year.

(3.)

If in any year of the programme the net area of planting exceeds programmed planting, and in a subsequent year of the programme the net area of planting falls short of programmed planting (whether or not it falls short of base year planting) the excess or so much of the excess that has not previously been so notionally transferred and does not exceed the deficiency may, if the Commonwealth Minister is of the opinion that it is appropriate to do so, be notionally transferred to the subsequent year and in that event—

(a) if the net area of planting in the subsequent year equals or falls short of base year planting, the

amount of the financial assistance to be provided by the Commonwealth to the State under sub-clause (1.) of this clause in respect of the subsequent year shall be the amount that bears to the cost of planting attributable to the first mentioned year the same proportion as the net area of planting so notionally transferred (less the area, if any, by which the net area of planting falls short of base year planting) bears to the net area of all planting in the first mentioned year; or

- (b) if the net area of planting in the subsequent year exceeds base year planting, the financial assistance to be provided by the Commonwealth to the State under sub-clause (1.) of this clause in respect of the subsequent year shall be an amount calculated in accordance with sub-clause (2.) of this clause plus the amount that bears to the cost of planting attributable to the first mentioned year the same proportion as the net area of planting so notionally transferred bears to the net area of all planting in the first mentioned year.

(4.)

If, in any year of the programme, the net area of planting, together with any excess area of planting notionally transferred to that year under sub-clause (3.) of this clause, falls short of programmed planting (whether or not it falls short of base year planting) the deficiency or a part of the deficiency that has not previously been so applied may, if the Commonwealth Minister is of the opinion that it is appropriate to do so, be applied to a subsequent year of the programme in which the net area of planting exceeds programmed planting so as to increase the programmed increased planting in respect of the subsequent year to the extent of the deficiency so applied for the purpose of calculating in accordance with sub-clause (2.) of this clause the financial assistance to be provided by the Commonwealth to the State under sub-clause (1.) of this clause in respect of the subsequent year.

3. Payments by Commonwealth.

(1.)

The Commonwealth will, from time to time, at the request of the State and subject to the provisions of this agreement, make payments to the State of amounts of financial assistance to be provided under this agreement.

(2.)

The State will furnish to the Treasurer such documents and other evidence in support of each request by the State for a payment to it by the Commonwealth under the last preceding sub-clause as the Treasurer may from time to time reasonably request, whether the request by the Treasurer is made before or after the Commonwealth has made a payment pursuant to the request by the State.

(3.)

Any statement of cost by the State forwarded to the Commonwealth in connexion with a request for payment in accordance with sub-clause (1.) of this clause shall be certified as to its correctness by the Auditor-General of the State.

4. Advances.

(1.)

The Treasurer may, at such times as he thinks fit, make advances of such amounts as he thinks fit to the State on account of an amount that may become payable to the State under the last preceding

clause.

(2.)

An amount or part of an amount advanced by the Treasurer under this clause may be deducted by the Commonwealth from amounts to be paid subsequently under the last preceding clause, or, if there are no further amounts to be paid under that clause, shall be refunded by the State to the Treasurer at his request.

5. Use of payments and advances.

The State shall ensure that an amount, or any part of an amount, paid to the State under this agreement is not used or applied except for the purpose of meeting cost of planting.

6. Interest.

(1.)

Interest shall not accrue or be payable in respect of a payment or advance made to the State under clause 3 or clause 4 of this agreement until the expiration of ten years after the date upon which the payment or the advance was made.

(2.)

Interest at the rate provided in this clause shall accrue in respect of each payment or advance made to the State under clause 3 or clause 4 of this agreement calculated from the date which is ten years after the date on which the payment or advance was made on so much of the payment or advance as for the time being has not been repaid by the State under the next succeeding clause or, in the case of an advance, refunded to the Commonwealth under clause 4 of this agreement.

(3.)

The amount of the interest that has accrued under this clause shall be calculated as at and shall become due and payable by the State to the Commonwealth on, the fifteenth day of January and the fifteenth day of July in each year.

(4.)

The rate at which interest accrues under this clause shall be the rate that is equivalent to the rate of yield to maturity of the long term loan last raised by the Commonwealth in Australia for public subscription prior to the date on which the relevant payment or advance was made.

(5.)

For the purposes of this clause the expression "the rate of yield to maturity" means the rate per annum, as determined by the Treasurer to the nearest cent in accordance with sound actuarial practice, that the yield from the interest payable by the Commonwealth in respect of the relevant long term loan represents having regard to the issue price and the period of maturity of the long term loan.

7. Repayments by the State.

(1.)

Subject to the provisions of this clause, the State shall repay to the Commonwealth each of the payments made to the State under clause 3 of this agreement and of the advances made to the

State and not refunded under clause 4 of this agreement by fifty equal half-yearly payments, the first payment to be made on the fifteenth day of July of the eleventh year after the date on which the payment or advance was made by the Commonwealth to the State and subsequent payments to be made on each succeeding fifteenth day of January and fifteenth day of July.

(2.)

The State may at any time, after giving to the Treasurer at least one month's notice if its intention so to do, repay to the Commonwealth so much of an amount that is repayable by the State under this clause as remains unrepaid, together with the interest on the amount repaid accrued to the date of repayment in accordance with the last preceding clause.

8. Execution of programme.

The State shall ensure that planting during each year is carried out efficiently and in conformity with sound forestry and financial practices.

9. Annual estimates.

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 cost of planting in respect of the next succeeding financial year and estimates of the amounts that the State will request the Commonwealth to pay to the State under this agreement during that financial year.

10. Supply of information.

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

11. Audit.

(1.)

The accounts, books, vouchers, plans, documents and other records of the State relating to cost of planting shall be subject to audit by the Auditor-General of the State.

(2.)

Until all amounts to be paid by the Commonwealth under this agreement are paid, and supporting evidence to the satisfaction of the Treasurer is furnished by the State in relation to all amounts making up cost of planting, a report on the audits and on the financial statements in respect of each financial year shall be furnished by the Auditor-General of the State to the Treasurer as soon as possible after the completion of the financial 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 was for the purpose of meeting cost of planting,

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.

12. Notices, etc.

Any notice, request or other communication to be given or made under this agreement by the Commonwealth, the Treasurer or the Commonwealth Minister to the State shall be deemed sufficiently given or made if it is in writing signed by the Treasurer or the Commonwealth Minister, as appropriate, or by any person thereunto authorized in writing by either of them and any notice, application, request

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

**THE SCHEDULE
THE PROGRAMME**

Clause 1.

State	Base year planting (acres net)	Proposed annual planting (acres net)				
		Year ending 30 June—				
		1967	1968	1969	1970	1971
New South Wales	8,100	12,500	16,000	17,500	18,300	19,600
Victoria	6,000	7,000	9,000	10,000	12,000	12,000
Queensland	5,200	6,200	7,500	9,400	10,000	10,000
South Australia	4,500	6,000	6,000	6,000	6,000	6,000
Western Australia	3,000	4,700	5,000	6,000	6,000	6,000
Tasmania	1,940	4,100	4,100	4,400	4,600	4,900
Totals	28,740	40,500	47,600	53,300	56,900	58,500

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 HAROLD EDWARD HOLT, the Prime Minister of the Commonwealth, in the presence of—

P. H. BAILEY.

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HAROLD HOLT.

SIGNED for and on behalf of THE STATE OF NEW SOUTH WALES by the Honourable ROBIN WILLIAM ASKIN, the Premier of the State, in the presence of—

G. M. GRAY.

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R. W. ASKIN.