

RIVER MURRAY WATERS.

No. 46 of 1915.

An Act to ratify and provide for Carrying out an 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, and for other purposes.

[Assented to 15th November, 1915.]

Preamble.

WHEREAS the Prime Minister of the Commonwealth of Australia, acting for and on behalf of the Commonwealth, and the Premiers of the States of New South Wales, Victoria, and South Australia, acting for and on behalf of those States respectively, have entered into the Agreement, a copy of which is set out in the Schedule, subject to ratification by the Parliament of the said Commonwealth and the Parliaments of the said States :

And whereas it is desirable to ratify and provide for carrying out the said Agreement :

Be it therefore enacted by the King's Most Excellent Majesty, the Senate, and the House of Representatives of the Commonwealth of Australia, as follows :—

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. This Act shall commence on a day to be fixed by Proclamation.

Definitions.

4. In this Act, unless the contrary intention appears—

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

“Commissioner” means member of the Commission ;

“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;
- “Maintenance” includes repairs;
- “Purposes of this Act” includes purposes of the Agreement;
- “Prescribed” means prescribed by the Act or by regulations made pursuant to this Act;
- “Schedule” means Schedule to this Act;
- “The Agreement” means the Agreement, a copy of which is set out in the Schedule;
- “Under this Act” includes under the Agreement.

5. Subject to this Act, the Agreement is hereby ratified and approved, and shall take effect on the commencement of this Act, but nothing in such ratification and approval shall be taken to render the Commonwealth liable to payment of any greater sum than One million pounds in respect of the cost of carrying out the works to be provided for under the agreement.

Ratification of agreement.

6. The Governor-General may appoint a Commissioner and a Deputy Commissioner, who shall respectively be paid such salaries (if any) as the Parliament provides.

Appointment of Commissioner and Deputy-Commissioner.

7.—(1.) The Commission may make regulations—

Regulations made by the Commission.

(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, the 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; and

(c) prescribing a penalty not exceeding Fifty pounds for a breach of any regulation.

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

(3.) Regulations made under paragraphs (b) and (c) of sub-section (1.) of this section shall be laid before both Houses of the 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.

(4.) Regulations made under this section shall not be deemed to be Statutory Rules within the meaning of the *Rules Publication Act* 1903.

Regulations to
have force of
law.

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

Evidence of
regulation.

9. 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 *primâ facie* evidence that such regulation was made and is in force.

Entry on land
by Commission.

10. For the purposes of this Act the Commission, and any person authorized by the Commission, may enter any lands and shall have free access to all works.

Writ to enforce
performance of
duty of
Commission.

11. The High Court shall have jurisdiction to issue a writ of mandamus or other writ against the Commission or a Commissioner to compel it or him to perform any of the duties of the Commission or the Commissioner (as the case may be) under this Act.

Orders of the
Commission to
bind.

12.—(1.) 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 High Court and shall be enforceable accordingly.

(2.) For the purpose of carrying this section into effect, the justices of the High Court, or such of them as may make Rules of Court in other cases, may make general rules and orders in the same manner as they may make general rules and orders with respect to any other procedure in the High Court.

Evidence of
records of
Commission.

13. 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.

Saving of
rights of
Commonwealth
officers.

14. The existing or accruing rights of a person in the Public Service of the Commonwealth shall not be affected by reason of his being appointed a Commissioner or Deputy Commissioner or his being

appointed or employed as an officer or servant by the Commission, and service as a Commissioner or Deputy Commissioner or as such officer or servant shall count as service in the Public Service of the Commonwealth.

15. A contracting Government or any authority or person thereto authorized 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.

Power to charge prescribed tolls.

16. 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.

Tolls to be for lock-keeping and maintenance only.

17. The tolls prescribed shall not exceed—

Maximum tolls.

(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) 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.

18. All moneys required to be provided under this Act shall be provided out of moneys to be appropriated by Parliament for the purpose.

Appropriation of moneys.

19. 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.

Evidence of arbitrator's decision.

20. No rates taxes or charges whatsoever 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 contracting authority for the purposes of such works.

Works exempt from rates and taxes.

21. All reports, statements, and estimates received under this Act by the Governor-General shall be laid before both Houses of the Parliament without delay.

Report to be laid before Parliament.

22. The Governor-General may make regulations, not inconsistent with this Act, for carrying out or giving effect to any of the purposes of this Act for which the Commission is not empowered to make regulations, and may provide a penalty not exceeding Fifty pounds for any breach thereof.

Regulations made by the Governor-General.

THE SCHEDULE.

THE AGREEMENT.

AGREEMENT made the ninth day of September 1914 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 of 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.

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| Substitution and ratification. | 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. |
| 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 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. |

II.—The Commission.

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| 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. |
| Formal business. | |

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. President.

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. Powers and salary.

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. Vacancies.

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. Deputy Commissioners.

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. 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 to take security from officers intrusted 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 Commission in lieu of making any such gaugings may accept any gaugings made and recorded by any Contracting Government.

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 River Murray 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 (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.

Capacity of weirs and locks.

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.

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

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.

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 unavoidable 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.

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.

Maintenance of
works.

26. After any weir or lock has been constructed under this Agreement across or in any river all necessary dredging and snagging up-stream 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.

Dredging and
snagging.

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.

Operation and
control of works
and collection
of tolls.

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

Directions of
Commission.

- (i) the order in point of time of the construction of particular works, being part of the works 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.

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 authorized by this Agreement.

State
Governments
to facilitate
construction
and operations
within their
territories.

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 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.

Works for joint
benefit of New
South Wales
and Victoria.

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

Performance of
joint duties.

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.

Apportionment
of cost of
construction.

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

Estimated cost
of construction.

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

Proposed
expenditure in
any year.

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 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
expenditure
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 proportion 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 by the Contracting Government which he represents) shall be borne by the Contracting Governments in equal shares.

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.

Unexpended
balances.

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.

Audit and
inspection of
books.

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

Commission to
account.

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.

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 of 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.

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 River Murray 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.

Tributaries in
New South
Wales and
Victoria below
Albury.

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 utilization 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.

Drought.

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.

VII.—*Diversions and Storages.*

Information to be given to Commission.

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.

Statement of existing diversions.

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.

VIII.—*Lake Victoria Works.*

Construction to be facilitated.

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 authorize 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.

Transfer of site.

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.

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 connexion with a dwelling house and to the general right of all persons to use such water for domestic purposes or for 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.

Waters stored
in Lake
Victoria.

IX.—Miscellaneous.

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.

Arbitration.
Difference to
be referred.

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.

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.

Furnishing
information
and particulars.

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).

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

X.—Interpretation.

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 abstractive 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 include 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 these presents have hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered by the above-named JOSEPH COOK, in the presence of—	}	JOSEPH COOK	(L.S.)
P. McM. GLYNN.			
Signed sealed and delivered by the above-named WILLIAM ARTHUR HOLMAN, in the presence of—	}	W. A. HOLMAN	(L.S.)
W. H. FORREST.			
Signed sealed and delivered by the above-named ALEXANDER JAMES PEACOCK, in the presence of—	}	A. J. PEACOCK	(L.S.)
J. H. McCOLL.			
Signed sealed and delivered by the above-named ARCHIBALD HENRY PEAKE, in the presence of—	}	A. H. PEAKE	(L.S.)
RICHARD BUTLER.			

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 water-courses 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 water-courses 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.