

SUGAR AGREEMENT.

No. 29 of 1962.

An Act to approve an Agreement relating to Sugar, and certain Sugar Products, made between the Commonwealth and the State of Queensland, and for other purposes.

[Assented to 21st May, 1962.]

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

1. This Act may be cited as the *Sugar Agreement Act 1962*. Short title.
2. This Act shall come into operation on the day on which it receives the Royal Assent. Commencement.
3. The *Sugar Agreement Act 1956* and the *Sugar Agreement Act 1960* are repealed. Repeal.

4. The

Approval of
agreement.

4. The Agreement relating to sugar, and certain sugar products, made on the ninth day of April, One thousand nine hundred and sixty-two, between the Commonwealth and the State of Queensland, being the agreement a copy of which is set out in the Schedule to this Act, is approved.

Prohibition of
importation of
sugar, golden
syrup and
treacle.

5.—(1.) The importation of sugar, golden syrup and treacle into the Commonwealth, except with the consent in writing of the Minister or an authorized officer, is prohibited.

(2.) Sugar, golden syrup and treacle imported into the Commonwealth in contravention of this section shall be deemed to be prohibited imports within the meaning of the *Customs Act* 1901–1960 and the provisions of that Act relating to prohibited imports apply to sugar, golden syrup and treacle so imported.

(3.) In this section, “authorized officer” means an officer of the Department of Primary Industry authorized in writing by the Minister to give consents under this section.



THE SCHEDULE.

Section 4.

SUGAR AGREEMENT 1962.

AN AGREEMENT made this ninth day of April, One thousand nine hundred and sixty-two BETWEEN THE COMMONWEALTH OF AUSTRALIA (in this agreement called "the Commonwealth") of the one part and THE STATE OF QUEENSLAND (in this agreement called "the State") of the other part.

WHEREAS—

- (a) by various agreements made between the Commonwealth and the State and, as varied from time to time by agreements supplemental thereto, known as the Sugar Agreement 1946–1951, the Sugar Agreement 1951–1956 and the Sugar Agreement 1956–1961 provision was made, amongst other things, for the State to make sugar and other products available during the agreed periods, at the prices and upon the terms and conditions respectively specified in the agreements;
- (b) it has been agreed between the Commonwealth and the State that the provision made by the Sugar Agreement 1956–1961 would continue to apply with respect to the period commencing on the first day of September, 1961 and ending on the thirty-first day of May, 1962; and
- (c) the Commonwealth and the State desire to make further provision, amongst other things, for the State to make sugar and other products available during the period, which, taking into account the agreement referred to in the last preceding recital, commenced on the first day of September, 1961 and will end on the thirty-first day of August, 1967 and for the prices at which and the terms and conditions upon which the sugar and other products will be made available:

NOW THEREFORE IT IS HEREBY AGREED as follows:—

1. In this agreement, unless the contrary intention appears—

Definitions.

- "the agreed period" means the period commencing on the date upon which this agreement is deemed to have come into operation and ending on the thirty-first day of August, 1967;
- "the E.S.C." means the Export Sugar Committee for which provision is made in clause 14 of this agreement;
- "the F.I.S.C.C." means the Fruit Industry Sugar Concession Committee for which provision is made in clause 7 of this agreement;
- "the Minister" means the Minister of State for Primary Industry of the Commonwealth and includes any other Minister of State for the Commonwealth or member of the Federal Executive Council for the time being acting for and on behalf of that Minister; and
- "the Sugar Agreement 1956–1961" means the agreement made between the Commonwealth and the State the eleventh day of October, 1956, a copy of which is set out in the Schedule to the *Sugar Agreement Act 1956* of the Commonwealth, as varied by the agreement made between the Commonwealth and the State the twenty-eighth day of September, 1960, a copy of which is set out in the Schedule to the *Sugar Agreement Act 1960* of the Commonwealth.

- 2.—(1.) This agreement shall have no force or effect unless and until it is approved by the Parliament of the Commonwealth.

Commencement.

- (2.) If and when this agreement is approved by the Parliament of the Commonwealth it shall be deemed to have come into operation on the first day of September, 1961.

- 3.—(1.) Any obligation or function of the Fruit Industry Sugar Concession Committee and the Export Sugar Committee appointed under clause 8 and clause 15 respectively of the Sugar Agreement 1956–1961 arising under that agreement and remaining unfulfilled or unperformed shall be fulfilled or performed by the F.I.S.C.C. and the E.S.C. respectively in all respects as if the F.I.S.C.C. and the E.S.C. had been appointed under the Sugar Agreement 1956–1961.

Completion of Sugar Agreement 1956–1961.

THE

THE SCHEDULE—*continued.*

(2.) Amounts which were paid by the Fruit Industry Sugar Concession Committee for the time being appointed under an agreement referred to in recital (a) of this agreement to a manufacturer in respect of the Australian refined cane sugar contents of fruit products manufactured in Australia and which the Committee purported to pay under the relevant agreement as the rebate known as domestic sugar rebate shall, notwithstanding that the manufacturer did not purchase and use fresh fruit in the manufacture of the fruit products, be deemed to have been duly paid under the relevant agreement if in the opinion of the F.I.S.C.C. the fruit products were made entirely with Australian materials where available and were substantially composed of Australian fruit pulp, fruit juices or pure fruit essences and if all other conditions relating to the payment were complied with or fulfilled.

(3.) Amounts which were paid by the Fruit Industry Sugar Concession Committee for the time being appointed under an agreement referred to in recital (a) of this agreement to an exporter in respect of the Australian refined cane sugar contents of fruit products manufactured in and exported from the Commonwealth and which the Committee purported to pay under the relevant agreement as the rebate known as export sugar rebate shall, notwithstanding that the fruit products were not manufactured from Australian fruit, be deemed to have been duly paid under the relevant agreement provided that all other conditions relating to the payment were complied with or fulfilled.

Acquisition of raw sugar.

4. The State shall under its statutory powers in that behalf acquire all raw sugar manufactured from sugar cane grown in Queensland during the seasons of 1961–1962, 1962–1963, 1963–1964, 1964–1965, 1965–1966 and 1966–1967 other than such quantity of raw sugar, not exceeding one per centum of the total quantity of raw sugar manufactured during each of the said seasons in any mill where raw sugar is manufactured, as the owner of any such mill shall desire to retain, use and dispose of for consumption in his mill district.

Purchase of raw sugar.

5. The State shall purchase all raw sugar manufactured from sugar cane grown in New South Wales during the seasons of 1961–1962, 1962–1963, 1963–1964, 1964–1965, 1965–1966 and 1966–1967.

Sugar supply and prices.

6.—(1.) The State shall during the agreed period—

(a) make sugar and other sugar products the product of the raw sugar manufactured during the seasons of 1961–1962, 1962–1963, 1963–1964, 1964–1965, 1965–1966 and 1966–1967 available for sale and delivery in Sydney, Melbourne, Brisbane, Adelaide, Perth, Fremantle, Hobart and Launceston respectively; and

(b) make such sugar and other sugar products available to purchasers at Darwin on a c.i.f. basis ex Sydney or Brisbane less an allowance equivalent to the sum of the following amounts, namely, the amount of the cost of landing such sugar and other sugar products at a Darwin wharf and the amount of the lowest possible cost of conveying them to the Commonwealth Railway Provision Store at Darwin or to any other place of equal distance by rail or road from the Darwin wharf, whichever cost of conveyance is the less, at prices (which shall include the cost of bags and other containers) not exceeding the prices specified in this clause in respect of each grade of sugar and each sugar product—

REFINED SUGAR OF 1A GRADE:

Price for not less than half-ton lots for net cash— £90 5s. 2d. per ton.

REFINED SUGAR OF 1XD GRADE:

Price to manufacturers for net cash— £88 0s. 0d. per ton.

OTHER GRADES OF SUGAR, AND GOLDEN SYRUP AND TREACLE:

These prices shall be fixed at amounts not exceeding the respective proportionate values of such products compared with the above prices for refined sugar of 1A and 1XD grades.

(2.) The prices for all the products specified in sub-clause (1.) of this clause (except the prices to manufacturers) shall be subject to a discount of two and one-half per centum payable monthly to any person, firm or corporation who or which in the opinion of the Queensland Sugar Board—

(a) provides reasonable credit facilities for retailers on a comprehensive range of groceries;

(b) keeps reasonable stocks of such groceries for resale to retailers; and

(c) buys not less than 40 tons of refined sugar of 1A grade or its equivalent in value of all sugar products per calendar month.

THE SCHEDULE—*continued.*

7.—(1.) For the purpose of this agreement there shall be a committee to be known as the Fruit Industry Sugar Concession Committee. Constitution of the F.I.S.C.C.

(2.) The members of the F.I.S.C.C. shall be appointed by the Minister and shall be composed of one representative of each of the following—

- (a) the Commonwealth Government;
- (b) the Queensland Sugar Board;
- (c) the growers of canning fruits;
- (d) the growers of non-canning fruits;
- (e) the co-operative and State manufacturers of fruit products; and
- (f) the proprietary manufacturers of fruit products.

(3.) The representative of the Commonwealth Government and the representative of the Queensland Sugar Board shall be Chairman and Deputy Chairman respectively of the F.I.S.C.C., and each of the members (other than the representative of the Commonwealth Government) shall be nominated in a manner approved by the Minister.

(4.) Four members of the F.I.S.C.C. present at any meeting shall constitute a quorum and in the event of the voting on any matter being equal the Chairman of the F.I.S.C.C., or in his absence the Deputy Chairman, or in the absence of both, the person appointed by the F.I.S.C.C. to act as Chairman, may exercise a casting vote as well as a deliberative vote.

(5.) The Chairman may and, if the Minister so directs, shall invite a representative of a section of the fruit growing or fruit processing industries to attend a meeting of the F.I.S.C.C., and a representative so invited may then attend and take part in the proceedings of the meeting, but shall not be entitled to vote or be counted in a quorum.

(6.) If a member of the F.I.S.C.C. is unable to attend a meeting he may appoint a proxy to attend the meeting in his place and a proxy so appointed shall be deemed to be that member for the purposes of the meeting.

8.—(1.) The State on behalf of the Australian cane sugar industry shall during the agreed period assist the Australian manufactured fruits industry by creating a fund by an annual contribution of Two hundred and sixty-four thousand pounds (£264,000) payable in equal monthly instalments to the F.I.S.C.C. until the termination of the agreed period and in addition the State shall reimburse the F.I.S.C.C. by the fifteenth day of each month an amount certified by the Chairman of the F.I.S.C.C. as equal to the sum of the rebates paid by the F.I.S.C.C. during the preceding month in accordance with paragraph (d) of sub-clause (2.) of this clause. Assistance to the manufactured fruits industry.

(2.) The F.I.S.C.C. shall be responsible for the due application of the said fund in the manner and subject to the conditions specified in this sub-clause, that is to say:—

- (a) the F.I.S.C.C. shall defray out of the said fund the expenses of the F.I.S.C.C. and the E.S.C. including administrative expenses, members' and representatives' fees, staff salaries, travelling allowances and expenses of members, representatives and staff and costs of office rent, printing, stationery, office requisites and investigation work;
- (b) the F.I.S.C.C. shall, subject to the provisions of this clause and in such manner and subject to such other conditions as it thinks fit, pay to manufacturers who use Australian refined cane sugar in the manufacture of such fruit products as are from time to time approved by the F.I.S.C.C. a rebate of five pounds (£5) per ton in respect of the Australian refined cane sugar so used during the agreed period;
- (c) the F.I.S.C.C. may from time to time declare a reasonable price in respect of any Australian fresh fruit and may from time to time nominate processors from whom fruit pulp, fruit juices or pure fruit essences made from fresh fruit in respect of which it has declared a reasonable price may be purchased, and the rebate referred to in paragraph (b) of this sub-clause shall be paid to manufacturers who use in fruit products manufactured in Australia during the agreed period fresh fruit in respect of which a reasonable price has been so declared or fruit pulp, fruit juices or pure fruit essences made from such fresh fruit only if they pay for the fresh fruit so manufactured into fruit products not less than the price for the time being so declared or if they purchase the fruit pulp, fruit juices or pure fruit essences so manufactured into fruit products from a processor for the time being so nominated, as the case may be;

THE SCHEDULE—*continued.*

- (d) subject to the provisions of this clause and of clause 16 of this agreement, the F.I.S.C.C. shall, in respect of the Australian refined cane sugar contents of fruit products for the time being approved by the F.I.S.C.C. under paragraph (b) of this sub-clause which are manufactured from Australian fruit and which are exported from Australia during the agreed period, pay to the exporters a rebate of the amount of the excess (if any) of the cost of such sugar contents calculated at the price of refined sugar of 1xD grade shown in sub-clause (1.) of clause 6 of this agreement less the rebate shown in paragraph (b) of this sub-clause over the cost of such sugar contents calculated at the Australian equivalent of the world sugar parity price at the rates determined from time to time by the E.S.C. in accordance with clauses 14 to 18 (both inclusive) of this agreement;
- (e) where the E.S.C. reports to the F.I.S.C.C. that the circumstances relating to the destination of a fruit product or class of fruit products upon exportation are such as to warrant a reduction of the rebate provided for under the last preceding paragraph, the rebate may be reduced by the F.I.S.C.C. by such amount as the E.S.C. recommends having regard to those circumstances;
- (f) if a claim by an exporter for payment of rebate under paragraph (d) of this clause is not lodged with the Collector of Customs in the State of export within six months after the date of export the F.I.S.C.C. may pay the rebate but, unless the E.S.C. recommends payment, will not be bound to do so;
- (g) the rebate referred to in paragraphs (b) and (d) of this sub-clause shall be paid only in respect of the Australian refined cane sugar used by the manufacturers in completely processed fruit products which, in the opinion of the F.I.S.C.C.—
- (i) have been made entirely with Australian materials where available; and
 - (ii) are substantially composed of Australian fruits, fruit pulp, fruit juices, or pure fruit essences;
- (h) the F.I.S.C.C. may, in such manner and subject to such conditions as it thinks fit, apply such moneys as may remain in the said fund after payments have been made in accordance with paragraphs (a) to (g) (both inclusive) of this sub-clause for—
- (i) the promotion of the use and sale of Australian manufactured fruit products in Australia or overseas;
 - (ii) scientific or industrial research for the purpose of increasing the yield per acre of Australian fresh marketable fruits required for Australian manufactured fruit products; and
 - (iii) economic research to ascertain information about Australian fresh marketable fruits required for the Australian manufactured fruits industry;
- (i) the F.I.S.C.C. may from time to time invest any moneys not required for the time being for any payments under this clause in securities of, or guaranteed by, the Government of the Commonwealth or of a State or may lodge such moneys on fixed deposit with the Reserve Bank of Australia and the interest derived from such investments shall form part of the said fund;
- (j) the F.I.S.C.C. shall take over the funds standing to the credit of the Fruit Industry Sugar Concession Committee appointed under the Sugar Agreement 1956–1961 at the date upon which this agreement comes into operation and any funds standing to the credit of the F.I.S.C.C. at the expiration of this agreement shall be disposed of as agreed between the parties to this agreement;
- (k) except as otherwise provided in this agreement, the F.I.S.C.C. shall be bound by the decisions and commitments made pursuant to the Sugar Agreement 1956–1961 by the Fruit Industry Sugar Concession Committee appointed under that agreement; and
- (l) the Chairman of the F.I.S.C.C. shall, in respect of each year ending on the thirty-first day of August, and not later than the thirty-first day of the following October, furnish to the Minister for presentation to the Parliament of the Commonwealth, a report of the work of the F.I.S.C.C., including a statement of receipts and expenditure by the F.I.S.C.C. under this agreement, certified by the Auditor-General of the Commonwealth.

THE SCHEDULE—*continued.*

9.—(1.) Subject to the provisions of this clause and of clause 16 of this agreement, the State shall in respect of the Australian cane sugar contents of processed milk exported from Australia during the agreed period and of such other manufactured goods (except fruit products referred to in paragraph (d) of sub-clause (2.) of the last preceding clause) as are determined from time to time by the Minister on the recommendation of the E.S.C. and are, during the agreed period, exported from Australia, pay to the exporters a rebate of the amount of the excess (if any) of the cost of such sugar contents calculated at the relevant price specified in sub-clause (1.) of clause 6 of this agreement over the cost of such sugar contents calculated at the Australian equivalent of the world sugar parity price at the rates determined from time to time by the E.S.C. in accordance with clauses 14 to 18 (both inclusive) of this agreement.

Rebate on
exportation of
other products.

(2.) Where the E.S.C. reports to the State that the circumstances relating to the destination of particular goods or a particular class of goods upon exportation are such as to warrant a reduction of the rebate provided for under sub-clause (1.) of this clause, the rebate may be reduced by the State by such amount as the E.S.C. recommends having regard to those circumstances.

(3.) Where the goods exported consist of completely processed fruit products manufactured in Australia which have not been made entirely with Australian materials where available or are not substantially composed of Australian fruits, fruit pulp, fruit juices or fruit essences but which would have qualified as fruit products for the purposes of paragraph (d) of sub-clause (2.) of the last preceding clause if they had been so made and substantially so composed, a rebate under this clause in respect of the Australian refined cane sugar contents of those goods shall, if the Minister on the recommendation of the E.S.C. so directs or approves, be reduced by an amount calculated at the rate of rebate provided in paragraph (b) of sub-clause (2.) of the last preceding clause.

(4.) If a claim by an exporter for payment of rebate under this clause is not lodged with the Collector of Customs in the State of export within six months after the date of export, the State may pay the rebate but, unless the E.S.C. recommends payment, will not be bound to do so.

10. The State shall on behalf of the Australian cane sugar industry accept responsibility for any loss arising from the exportation of surplus cane sugar from Australia.

Export of
surplus sugar.

11. The State shall from time to time during the agreed period take or cause to be taken such action—

Control of
production.

(a) in relation to mill quotas and farm peaks; and

(b) under the "The Regulation of Sugar Cane Prices Acts, 1915 to 1954" in relation to the assignment of lands,

as is necessary effectively to control the total production of raw cane sugar and for that purpose may amend those quotas, peaks or Acts, or adopt any other measure which it thinks fit.

12. The State, if and when requested by the Commonwealth, shall establish a sugar depot at Hobart but the Commonwealth shall not make such a request unless the request be accompanied by evidence proving that a general shortage of sugar has occurred in Hobart which is due to wholesale merchants in Hobart or the Queensland Sugar Board failing to adhere to the present arrangements whereby special reserve stocks of sugar are supplied to and held by such merchants.

Hobart
sugar
depot.

13. The Commonwealth shall subject to compliance by the State with clauses 4 to 12 (both inclusive) of this agreement continue to prohibit the importation of sugar, golden syrup and treacle until the thirty-first day of August, 1967 except—

Prohibition of
importation of
sugar.

(a) any foreign sugar that the Commonwealth may after consultation with the State consider to be necessary to meet any deficiency or shortage of sugar in Australia;

(b) any kind of foreign sugar of a quality not available in Australia that may be required for special manufacturing purposes;

(c) any foreign sugar that is temporarily landed in Australia for export to a destination outside Australia;

(d) small quantities of foreign sugar of a kind not readily available in Australia that may be required for scientific research or experimental purposes; and

(e) any Australian sugar that has been returned to Australia.

THE

THE SCHEDULE—*continued.*

The Export
Sugar
Committee.

14.—(1.) For the purposes of this agreement there shall be a committee known as the Export Sugar Committee.

(2.) The members of the E.S.C. shall be appointed by the Minister and shall consist of one representative of each of the following—

- (a) the Commonwealth Government;
- (b) the Queensland Sugar Board; and
- (c) the manufacturers of exported products containing sugar.

(3.) The representative of the Commonwealth Government shall be Chairman of the E.S.C. and each of the members (other than the representative of the Commonwealth Government) shall be nominated in a manner approved by the Minister.

(4.) If a member of the E.S.C. is unable to attend a meeting he may appoint a proxy to attend the meeting in his place and a proxy so appointed shall be deemed to be that member for the purpose of the meeting.

Functions of
the E.S.C.

15. The functions of the E.S.C. shall be—

- (a) to determine in respect of each month of the agreed period on the bases set out in clauses 17 and 18 of this agreement the rebates referred to in paragraph (d) of sub-clause (2.) of clause 8 and in sub-clause (1.) of clause 9 of this agreement;
- (b) to prescribe the manner and form in which claims may be made by exporters for the rebates provided for in this agreement;
- (c) to consider and make recommendations to the F.I.S.C.C. and to the State, as the case may require, on claims by exporters for the rebates provided for in this agreement;
- (d) to determine the Australian cane sugar content of goods exported from the Commonwealth; and
- (e) to exercise such other powers and do such other acts in connexion with the exportation of goods containing Australian cane sugar or with rebates in respect of such exportation as this agreement provides for it to exercise or do or as the F.I.S.C.C. or the State for the purposes of this agreement requests it to exercise or do.

Sugar rebate
options.

16.—(1.) The Export Sugar Committee may, in such manner and subject to such conditions as it thinks fit, grant to exporters of manufactured goods containing Australian cane sugar options whereunder such exporters may elect to accept for periods not exceeding twelve months the rates of rebate determined by the E.S.C. in respect of any month.

(2.) When an exporter has been granted an option under the last preceding sub-clause or was granted an option of a like nature under clause 16 of the Sugar Agreement 1956–1961, any rebate payable to the exporter under paragraph (d) of sub-clause (2.) of clause 8 or under sub-clause (1.) of clause 9 of this agreement during so much of the period of the option as is within the agreed period shall, subject to this agreement and to the conditions on which the option was granted, be calculated as if that paragraph or that sub-clause, as the case may be, provided that the rebate was to be paid at the rate determined by the E.S.C. in respect of the month selected under the option.

World parity
price for
refined sugar.

17.—(1.) The Australian equivalent of the world sugar parity price in respect of Australian refined cane sugar contained in manufactured goods exported during the agreed period shall be the lower of—

- (a) the lowest c.i.f. and e. cost in Australia (exclusive of Australian duties of Customs and other Australian taxes) of foreign raw sugar, semi-refined (i.e. mill white) sugar, or refined sugar, as may be determined by the E.S.C., brought to terms of equality with the grade of the Australian refined cane sugar contents of such manufactured goods; or
- (b) the estimated cost, as may be determined by the E.S.C., of refined sugar in Australia based on the price of raw sugar f.o.b. mill port received for sales of surplus Australian raw sugar for export.

(2.) For the purposes of this clause—

- (a) surplus sugar shall be deemed to be sugar additional to the quantity required to satisfy Australia's guaranteed price portion of the agreement between the Minister of Food on behalf of the Government of the United Kingdom and the Queensland Sugar Board and others and known as the Commonwealth Sugar Agreement, or, if there is no additional sugar, the sugar required to fulfil that contract;
- (b) the foreign sugar submitted for the purposes of price comparison should be reasonably obtainable in Australia under normal trading and shipping conditions, and allowance should be made for deterioration of such sugar in transit; and

THE SCHEDULE—*continued.*

(c) if foreign raw sugar is taken for the purpose of price comparison with Australian refined cane sugar, the following items shall be added to the c.i.f. and e. cost of foreign raw sugar:—

- (i) Australian refinery costs; and
- (ii) refinery processing loss.

18.—(1.) The Australian equivalent of the world sugar parity price in respect of Australian mill white or raw cane sugar contained in manufactured goods exported during the agreed period shall be the lower of—

World parity price for mill white or raw sugar.

- (a) the lowest c.i.f. and e. cost in Australia (exclusive of Australian duties of Customs and other Australian taxes) of foreign mill white or raw sugar (as the case may be), as may be determined by the E.S.C. brought to terms of equality with the grade of the Australian mill white or raw cane sugar contents of such manufactured goods; or
- (b) the estimated cost, as may be determined by the E.S.C. of mill white or raw sugar in Australia based on the price of raw sugar f.o.b. mill port received for sales of surplus Australian raw sugar for export.

(2.) For the purpose of this clause—

- (a) surplus Australian raw sugar shall be deemed to be sugar additional to the quantity required to satisfy Australia's guaranteed price portion of the said Commonwealth Sugar Agreement, or, if there is no additional sugar, the sugar required to fulfil that contract; and
- (b) the foreign sugar submitted for the purpose of price comparison should be reasonably obtainable in Australia under normal trading and shipping conditions and allowance should be made for deterioration of such sugar in transit.

19. The employees engaged in the Australian cane sugar industry and in such sections of the Australian fruit industry as receive benefits under clause 8 of this agreement shall be entitled to have their rates of wages and conditions of employment determined by conciliation or arbitration if not settled by agreement and, in the case of any employees or section of employees who are now or who may subsequently be excluded from the jurisdiction or control of any conciliation or arbitration authority, the Commonwealth shall on the application of any industrial organization bona fide representative of such employees establish for the purpose of determining what rates of wages and conditions of employment for such employees are fair and reasonable a tribunal or tribunals consisting of—

Determination of wages and conditions of employment.

- (a) a representative of employers engaged in the cane sugar industry or the fruit industry as the case may be;
- (b) a representative of employees engaged in the cane sugar industry or the fruit industry as the case may be; and
- (c) a person who shall act as Chairman and who shall be appointed by the Minister on the joint nomination of the representatives of employers and employees or, if the representatives of employers and employees fail to make a joint nomination of a Chairman within twenty days after being called upon by the Minister so to do, a person appointed as Chairman by the Governor-General or the person for the time being administering the Government of the Commonwealth acting with the advice of the Federal Executive Council.

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

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

ROBERT MENZIES

R. J. LINFORD

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

FRANK NICKLIN

O. WOLFENBERGER