

Provisions  
relating to  
moneys owing  
by the Board  
to the  
Treasurer.

*Ibid.*, s. 7.

**7—**(1) All moneys owing by the Board to the Treasurer on account of any payments made by him under section six shall be a charge upon the real and personal property and assets of the Board until they have been fully paid.

(2) The Treasurer may, at any time, give to the Board one month's notice in writing of his intention to enforce payment of any moneys owing to him by the Board, and if at the expiration of the notice those moneys remain, or any part thereof remains, unpaid, the Governor may appoint a receiver of the revenues and other income of the Board.

(3) The provisions of sections twenty-one, twenty-two, and twenty-three of the *State Loans to Local Bodies Act 1929*, so far as they are applicable, shall apply to and in respect of a receiver appointed under this section and to and in respect of any moneys owing by the Board to the Treasurer as if the receiver had been appointed under that Act in respect of a local body as therein defined, and as if the moneys were moneys overdue and unpaid by the Board to the Treasurer in respect of a loan granted to the Board under that Act.

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## ALUMINIUM INDUSTRY AGREEMENT.

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No. 32 of 1952.

AN ACT to amend the *Aluminium Industry Agreement Act 1944*. [17 October, 1952.]

**BE** it enacted by His Excellency the Governor of Tasmania, by and with the advice and consent of the Legislative Council and House of Assembly, in Parliament assembled, as follows:—

Short title,  
citation, and  
commence-  
ment.

**1—**(1) This Act may be cited as the *Aluminium Industry Agreement Act 1952*.

(2) The *Aluminium Industry Agreement Act 1944*, is in this Act referred to as the Principal Act.

(3) This Act shall commence on the date of the commencement of the *Aluminium Industry Act* 1952 of the Commonwealth.

**2** After section one of the Principal Act the following section is inserted:—

“1A. In this Act, unless the contrary intention appears— Interpretation.  
 ‘Agreement’ means the Agreement dated the eighteenth day of April 1944, between the Commonwealth and the State, a copy of which is set out in the first schedule;

‘Supplementary Agreement’ means the Agreement dated the twenty-sixth day of April, 1952, between the Commonwealth and the State, a copy of which is set out in the second schedule.”.

**3** Section two of the Principal Act is amended by omitting therefrom the words “made the eighteenth day of April, 1944, between the Commonwealth and the State, a copy of which is set out in the Schedule,”. Approval of Agreement.

**4** After section two of the Principal Act the following section is inserted:—

“2A. The Supplementary Agreement is hereby approved.”. Approval of Supplementary Agreement.

**5** Section three of the Principal Act is amended—

(a) by omitting from subsection (1) thereof the words “approved by this Act,” and substituting therefor the words “, as amended by the Supplementary Agreement,”; and Power to borrow and supply moneys for purposes of Agreement.

(b) by omitting subsection (2) and substituting therefor the following subsection:—

“(2) Any moneys so borrowed shall be applied, in accordance with the provisions of the Agreement, as amended by the Supplementary Agreement, in making the contributions thereby required to be made by the State for the purposes of the Australian Aluminium Production Commission.”.

**6** The Principal Act is amended by inserting in the heading to the schedule thereto, after the word “The”, the word “First”. The schedule.

**7** The Principal Act is amended by adding at the end thereof the following schedule:— The second schedule.

## “THE SECOND SCHEDULE.

AGREEMENT made this twenty-sixth day of April One thousand nine hundred and fifty-two between the COMMONWEALTH OF AUSTRALIA (hereinafter referred to as ‘the Commonwealth’) of the one part and the STATE OF TASMANIA (hereinafter referred to as ‘the State’) of the other part:

WHEREAS the Commonwealth and the State consider it desirable that the Agreement made on the eighteenth day of April One thousand nine hundred and forty-four between the Commonwealth and the State relating to the production in Australia of ingot aluminium (in this Agreement referred to as 'the Principal Agreement') should be amended:

NOW IT IS HEREBY AGREED as follows:—

1. This Agreement is subject to approval by the Parliaments of the Commonwealth and the State and shall come into effect when so approved.

2. Clause 3 of the Principal Agreement is amended—

- (a) by omitting the words 'subject to the following conditions:—' and inserting in their stead the words 'The following provisions shall apply with respect to the Commission—;
- (b) by omitting paragraphs (a) to (f) (inclusive) and inserting in their stead the following paragraphs:—

- '(a) the Commission shall consist of five members (including a Chairman and a Vice-Chairman) appointed in accordance with an Act of the Parliament of the Commonwealth, four of whom shall represent the Commonwealth, and one of whom shall be nominated by, and shall represent, the State;

- '(b) the remuneration and allowances of the members of the Commission shall be paid by the Commission;

- '(c) the Chairman shall preside at all meetings of the Commission at which he is present and, in the absence of the Chairman from a meeting, the Vice-Chairman shall preside;

- '(d) in the absence of the Chairman and the Vice-Chairman from a meeting of the Commission, the members present shall elect one of their number to preside;

- '(e) at a meeting of the Commission three members shall form a quorum, and all questions arising shall be decided by a majority of the votes of the members present;

- '(f) the Chairman or other member presiding at a meeting of the Commission shall have a deliberative vote and, in the event of an equality of votes, shall also have a casting vote;

- '(fa) the State shall contribute for the purposes of the Commission the amount by which the total of the sums so contributed by the State before this paragraph came into operation was less than One million five hundred thousand pounds;

- '(fb) the Commonwealth shall contribute for the purposes of the Commission any further moneys required for those purposes up to an amount (inclusive of sums contributed by the Commonwealth before the commencement of this paragraph) of Five million seven hundred and fifty thousand pounds, and may, if it thinks fit, contribute moneys beyond that amount;'; and

- (c) by omitting paragraph (h) and inserting in its stead the following paragraphs:—

- '(h) any profits derived from the operations of the Commission shall be applied—

- (i) firstly, in payment, or in reduction rateably, of the amounts owing to the Commonwealth and the State respectively for interest debited in accordance with the last preceding paragraph;

(ii) secondly, in repayment rateably of the amounts contributed by the Commonwealth and the State respectively for the purposes of the Commission; and

(iii) thirdly, unless otherwise agreed between the Commonwealth and the State, in making payments to the Commonwealth and the State in proportion to the totals of the amounts which were contributed by the Commonwealth and the State respectively for the purposes of the Commission;

‘(ha) the powers, duties and procedure of the Commission with respect to borrowing money, banking and keeping accounts shall be subject to regulation by the Parliament of the Commonwealth.’.

3. After clause 3 of the Principal Agreement the following clause is inserted:—

‘3A.—(1.) A sale or disposal of the undertaking of the Commission, or of an interest in that undertaking, shall not be made unless not less than three months’ notice of the proposed sale or disposal has been given by the Commonwealth to the State.

(2.) If, after a notice has been given to the State under the last preceding sub-clause and before the sale or disposal takes place, the State notifies the Commonwealth that it objects to the proposed sale or disposal—

(a) the sale or disposal shall not be made unless the Commonwealth has paid to the State the moneys contributed by the State for the purposes of the Commission and not previously repaid, together with any interest outstanding on those moneys; and

(b) the State shall accept a payment offered by the Commonwealth for the purposes of the last preceding paragraph, and shall then have no further interest in the assets of the Commission or in the proceeds of the sale or disposal, and shall cease to be entitled to be represented on the Commission or to have any other rights under this agreement.

‘(3.) In the event of a sale or disposal of the whole of the undertaking of the Commission as existing at the date of the sale or disposal, not being a sale or disposal to which the State has objected under the last preceding sub-clause, any moneys remaining in the hands of the Commission after discharging all its liabilities (other than any liability for interest payable under this agreement) shall be applied firstly in payment rateably of interest payable under this agreement to the Commonwealth and the State and secondly in making payments to the Commonwealth and the State in proportion to the totals of the amounts which were contributed by the Commonwealth and the State respectively for the purposes of the Commission.’.

4. Clause 4 of the Principal Agreement is amended—

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

‘(c) to produce or obtain supplies of all materials required for the production of aluminium;’; and

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

‘(l) to do all other acts incidental to, or necessary or expedient for, the exercise of the powers specified in the preceding paragraphs.’.

5. Clause 5 of the Principal Agreement is omitted.

6.—(1.) After clause 10 of the Principal Agreement the following clause is inserted:—

‘11. In this Agreement, ‘aluminium’ means aluminium in primary form, including aluminium in the form of ingots, rolling and extrusion billets and wire bar.’.

(2). The Principal Agreement is amended by omitting the word ‘ingot’ (wherever occurring).

7. In all other respects the Principal Agreement is confirmed.

IN WITNESS whereof the parties hereto have executed these presents the day and year first abovementioned.

Signed Sealed and Delivered by the  
Honourable HOWARD BEALE  
Minister of State for Supply for  
and on behalf of the Common-  
wealth in the presence of:—  
F. C. HINSELWOOD.

HOWARD BEALE. (Seal.)

Signed Sealed and Delivered by  
ROBERT COSGROVE the Premier of  
Tasmania for and on behalf of  
the State in the presence of:—  
C. G. GORDON.”.

ROBERT COSGROVE. (Seal.)

## BURNIE PRIVATE STREETS.

No. 33 of 1952.

AN ACT to amend the *Burnie Private Streets Act*  
1940. [17 October, 1952.]

BE it enacted by His Excellency the Governor of Tasmania,  
by and with the advice and consent of the Legislative  
Council and House of Assembly, in Parliament assembled,  
as follows:—

Short title  
and citation.

**1**—(1) This Act may be cited as the *Burnie Private Streets Act* 1952.

(2) The *Burnie Private Streets Act* 1940 is in this Act referred to as the Principal Act.

Power to  
council to  
borrow  
£5000.

**2** Section six of the Principal Act is amended by omitting from subsection (1) thereof the word “five” and substituting therefor the word “twenty”.