



# **Tasmanian Native Forestry Agreement Act 1979**

**Act No. 93 of 1979**

This Act was prepared on 9 June 2004

Prepared by the Office of Legislative Drafting,  
Attorney-General's Department, Canberra



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## Contents

1	Short title [see Note 1].....	1
2	Commencement [see Note 1].....	1
3	Execution of agreement.....	1
4	Appropriation .....	1
	<b>Schedule</b>	2
	<b>Notes</b>	10



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# **An Act relating to an agreement between the Commonwealth and Tasmania in connection with Tasmanian native forestry**

## **1 Short title** [see Note 1]

This Act may be cited as the *Tasmanian Native Forestry Agreement Act 1979*.

## **2 Commencement** [see Note 1]

This Act shall come into operation on the day on which it receives the Royal Assent.

## **3 Execution of agreement**

The execution, on behalf of the Commonwealth, of an agreement between the Commonwealth and Tasmania substantially in accordance with the form of the agreement contained in the Schedule is authorized.

## **4 Appropriation**

- (1) The payments by the Commonwealth to Tasmania provided for in the agreement referred to in section 3, including advances by the Minister for Finance, may be made to Tasmania by way of financial assistance on the terms and conditions contained in the agreement.
- (2) Payments referred to in subsection (1) shall be made out of the Consolidated Revenue Fund, which is appropriated accordingly.

## Schedule [see Note 2]

### Section 3

AN AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ One thousand nine hundred and seventy-\_\_\_\_\_ between—

THE COMMONWEALTH OF AUSTRALIA (in this agreement called “the Commonwealth”) of the one part; and

THE STATE OF TASMANIA (in this agreement called “the State”) of the other part.

WHEREAS—

- (A) an Inquiry into the structure of industry and the employment situation in Tasmania which was carried out at the request of the Prime Minister by Sir Bede Callaghan, C.B.E., has established to the satisfaction of the Commonwealth that financial assistance should be provided to the Tasmanian Government for forestry projects;
- (B) the State proposes to carry out a five year re-forestation programme in Tasmania and has requested the Commonwealth to join with the State in providing funds for that purpose; and
- (C) the Parliament of the Commonwealth has authorized the execution on behalf of the Commonwealth of this agreement and the grant of financial assistance to the State on the terms and conditions set out in this agreement:

NOW IT IS HEREBY AGREED as follows:

#### *Interpretation and Construction*

1. Except where the contrary intention appears or the context otherwise requires words and expressions used in this agreement shall have the meanings respectively attributed to them by the Schedule hereto and this agreement shall be otherwise construed as set out in that Schedule.

#### *Forestry Programme*

2. The forestry programme to which this agreement relates is a programme of projects for native forestry development over a period of five years commencing on the 1st July 1978 for the following purposes, namely—

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- (a) the establishment of up to 2,750 hectares of eucalypt plantation on former farmland owned by the State or on Crown land dominated by scrub or waste species;
  - (b) reforestation and rehabilitation of eucalyptus forests in the West Coast region of the State;
  - (c) thinning of blackwood regeneration in the North-west region of the State.

*Financial Assistance*

3. (1) The Commonwealth will, in accordance with this agreement and subject to compliance by the State with the provisions of this agreement, provide financial assistance to the State equivalent to the amount expended by the State on projects during each of the years commencing on the first day of July in 1978, 1979, 1980, 1981 and 1982 (in this agreement called “the financial years”).

(2) The maximum amount of financial assistance to be provided by the Commonwealth to the State shall be—

- (a) in respect of the first of the financial years—the amount of One hundred and thirty six thousand dollars (\$136,000); and
- (b) in respect of each of the remaining four of the financial years—the amount of One hundred and thirty six thousand dollars (\$136,000) plus any additional amount that is specified in a notice given by the Commonwealth to the State in respect of that year.

*Payments by Commonwealth*

4. (1) Subject to the provisions of this agreement the Commonwealth will, from time to time at the request of the State, make payments to the State of amounts of financial assistance to be provided under this agreement.

(2) The State will furnish to the Minister for Finance such documents and other evidence in support of each request by the State for a payment to it by the Commonwealth under sub-clause (1) as the Minister for Finance may from time to time reasonably request, whether the request by the Minister for Finance is made before or after the Commonwealth has made a payment pursuant to the request by the State.

(3) Any statement of expenditure by the State forwarded to the Commonwealth in connection with a request for payment in accordance with

## Schedule

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sub-clause (1) shall be certified as to its correctness by the Auditor-General of the State.

### *Advances*

5. (1) The Minister for Finance may, at such times as he thinks fit, make advances of such amounts as he thinks fit to the State on account of an amount that may become payable to the State under clause 4.

(2) An amount or part of an amount advanced by the Minister for Finance under this clause may be deducted by the Commonwealth from amounts to be paid subsequently under clause 4 or, if there are no further amounts to be paid under that clause, shall be refunded by the State to the Commonwealth at the request of the Minister for Finance.

### *Use of Payments and Advances*

6. The State shall ensure that an amount, or any part of an amount, paid to the State under this agreement is not used or applied except for the purpose of meeting expenditure on the project in respect of which the amount is provided.

### *Interest*

7. (1) Interest at the rate provided in this clause shall accrue in respect of each payment or advance made to the State under clause 4 or clause 5 on and from the date on which the payment or advance was made and shall be calculated on so much of the payment or advance as for the time being has not been repaid by the State under clause 8 or, in the case of an advance, refunded to the Commonwealth under clause 5.

(2) The amount of the interest that has accrued under this clause (including interest that has accrued under sub-clause (3)) shall be calculated as at each fifteenth day of January and fifteenth day of July.

(3) Interest at the rate provided in this clause and calculated as provided in sub-clause (2) shall accrue on each amount to which paragraph (a) of sub-clause (4) applies as from the date at which the amount was so calculated and after the end of the deferment period shall be calculated on so much of the amount as for the time being has not been paid by the State to the Commonwealth under clause 8.

(4) An amount of interest calculated under this clause shall be payable as follows:

- (a) an amount that is calculated before the end of the deferment period in respect of the payment or advance to which the interest relates shall be

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payable by the State to the Commonwealth as if the amount were a payment which was made by the Commonwealth under this agreement on the date on which that amount of interest is calculated and is repayable by the State in accordance with clause 8; and

- (b) an amount of interest that is calculated after the end of the deferment period in respect of the payment or advance to which the interest relates shall be payable by the State to the Commonwealth upon the day at which the amount is calculated.

(5) The rate at which interest accrues under this clause shall be the rate that is equivalent to the rate of yield to maturity of the loan of the longer or longest term of the last loan raising by the Commonwealth in Australia for public subscription prior to the date on which the relevant payment or advance was made or the amount in respect of which the interest has accrued was calculated, as the case may be.

(6) For the purposes of sub-clause (5) the expression “the rate of yield to maturity” means the rate per annum, as determined by the Minister for Finance to the nearest cent in accordance with sound actuarial practice, that the yield from the interest payable by the Commonwealth in respect of the relevant loan represents having regard to the issue price and the period to maturity of the loan.

(7) For the purposes of this clause and of clause 8 “the deferment period” in respect of a payment or advance shall be the period of twenty years commencing on the date on which the payment or advance was made and in relation to an amount referred to in paragraph (a) of sub-clause (4) that date shall for the purposes of sub-clause (1) of clause 8 be the date upon which the payment or advance to which the amount relates was made.

#### *Repayments by State*

8. (1) Subject to sub-clause (2), the State shall repay to the Commonwealth the amount of each payment made to the State under clause 4 (including an amount referred to in paragraph (a) of sub-clause 7 (4)) and of each advance made to the State and not refunded under clause 5 by eighty equal half-yearly instalments, the first instalment to be paid in each case on the first fifteenth day of July which occurs after the end of the deferment period in respect of the payment (or amount) or advance and subsequent instalments on each succeeding fifteenth day of January and fifteenth day of July until the payment (or amount) or advance has been paid in full.

(2) The State may at any time, after giving to the Minister for Finance notice of at least one month of its intention so to do, pay to the Commonwealth so much of an amount that is payable by the State under this clause as has not been paid, together with the interest on the amount so paid accrued to the date of payment in accordance with clause 7.

*Performance of Projects*

9. The State shall ensure that projects in the forestry programme are carried out during the financial years efficiently and in conformity with sound forestry and financial practices and shall ensure that environmental factors relating to the projects have been considered.

*Information, Consultation and Statements*

10. The State shall—

- (a) from time to time at the request of the Commonwealth Minister furnish to him such information as he may reasonably require for the purpose of or in relation to this agreement;
- (b) prior to the commencement of each of the last four of the financial years, consult with the Commonwealth on the forestry programme proposed by the State in the forthcoming year; and
- (c) prepare and furnish to the Minister for Finance not later than the thirtieth day of April in each year a statement showing the estimated expenditure on projects during the next of the financial years and estimates of the amounts that the State will request the Commonwealth to pay to the State under this agreement in respect of those projects.

*Financial Statements*

11. The State shall—

- (a) keep full accounts and records of all financial transactions, work done, and plant, stores, materials and equipment used or disposed of, in connection with projects; and
- (b) furnish to the Minister for Finance, as soon as possible after the completion of each of the financial years, financial statements showing expenditure on projects during that year.

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*Audit*

12. (1) The accounts, books, vouchers, plans, documents and other records of the State relating to projects shall be subject to audit by the Auditor-General of the State.

(2) A report on the audits and on the financial statements in respect of each of the financial years shall be furnished by the Auditor-General of the State to the Minister for Finance as soon as possible after the completion of the financial year, indicating inter alia—

- (a) whether the financial statements are based on proper accounts and records and are in agreement with those accounts and records; and
- (b) whether the expenditure of moneys was for the purpose of meeting the cost of projects, and including reference to such other matters arising out of the audits and financial statements as the Auditor-General of the State considers should be reported to the Minister for Finance.

*Notices*

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

## THE SCHEDULE

### *Interpretation and Construction*

#### Clause 1

1. The following definitions shall apply to this agreement—

“establishment” means the planting of tree seedlings and other activities, including construction of roads, firebreaks and tracks, prior to, and subsequent to, planting the purpose of which is to ensure the survival and development of those seedlings;

“forestry programme” means the programme of projects referred to in clause 2;

“former farmland” means land which has been predominantly cleared for agricultural pursuits and includes land which was so cleared and which carries partial tree or shrub cover;

“project” means a project which has been approved by the Commonwealth Minister for inclusion in the forestry programme as a project for the purposes of this agreement;

“reforestation” means planting, sowing or other activity to produce a new tree crop on land which formerly carried tree cover;

“rehabilitation” means operations to encourage the growth of, or improve the stocking of, favoured species in existing forests; and

“thinning” means selective felling of immature trees to accelerate growth or improve the average quality of remaining trees.

2. In this agreement—

“the Act” means the Act of the Parliament of the Commonwealth by which the execution, on behalf of the Commonwealth, of this agreement is authorized;

“the Commonwealth Minister” means the Minister of the Commonwealth from time to time responsible for administering the Act;

“the Minister for Finance” means the Minister for Finance of the Commonwealth; and

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“the State Treasurer” means the Treasurer of the State.

3. In this agreement—

- (a) a reference to a Minister includes a Minister of the Commonwealth or of the State who is for the time being acting for or on behalf of that Minister;
- (b) a reference to a clause is, unless the reference otherwise indicates, to the designated clause of this agreement;
- (c) a reference to a sub-clause is, unless another clause is indicated, to the designated sub-clause of the clause in which the reference appears; and
- (d) words in the singular include the plural and vice versa.

IN WITNESS WHEREOF, &c.

**Note 1**

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**Notes to the *Tasmanian Native Forestry Agreement Act 1979***

**Note 1**

Act No. 93, 1979; assented to and commenced 24 September 1979.

**Note 2**

Schedule—The agreement executed under the authority of the *Tasmanian Native Forestry Agreement Act 1979* has been varied by the agreement approved by the *Tasmanian Native Forestry Agreement Act 1980* (No. 97, 1980) and set out in the Schedule to that Act.