

Payments to
Bank under
guarantee.

6—(1) If the Treasurer is called on to make a payment to the Bank in consequence of giving a guarantee under this Act the Treasurer shall, on the demand of the Bank, and without any authority other than this section, make that payment to the Bank out of the Consolidated Revenue (which, to the necessary extent, is appropriated accordingly).

(2) Where, in pursuance of a guarantee given under this Act, the Treasurer is required under subsection (1) of this section, to make a payment to the Bank, the Club shall, on demand being made on it by the Treasurer, pay to the Treasurer any amount so paid by him to the Bank, together with interest thereon at the same rate of interest as the rate payable by the Club to the Bank in respect of the principal moneys lent to the Club by the Bank.

THE SCHEDULE.

(Section 3.)

Purposes for which moneys are to be applied.

The carrying out of improvements, extensions, and alterations of—

- (a) the Club's club house situated at Number 7 Park Street, Launceston; and
- (b) the Club's boat house situated on the banks of the Tamar River on land held by the Club under a licence granted to it under section 101 of the *Crown Lands Act 1935*.

PEA INDUSTRY SUBSIDY AGREEMENT.

No. 56 of 1970.

AN ACT to ratify and approve certain agreements relating to the payment of subsidies to persons engaged in the business of processing peas and to make provision with respect to matters incidental thereto. [15 December 1970.]

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.

1 This Act may be cited as the *Pea Industry Subsidy Agreement Act 1970*.

- 2** In this Act, unless the contrary intention appears— Interpre-
tation.
- “agreements” means the several agreements made between—
- (a) the Minister of the one part and Gordon Edgell Pty. Ltd. of the other part;
 - (b) the Minister of the one part and Kraft Foods Limited of the other part; and
 - (c) the Minister of the one part and W. D. Peacock and Company Pty. Ltd. of the other part,
- copies of which are set forth in the schedule;
- “Minister” means the Minister for Agriculture.

- 3** The agreements are ratified and approved. Ratification,
&c., of
agreements.

- 4** The Minister may do or cause to be done all such acts and things as may be required or necessary for the carrying out of, and giving effect to, the agreements on the part of the Minister. Power to
carry out
agreements.

- 5** The payments to be made by the Minister in pursuance of the provisions of the agreements are payable out of the Consolidated Revenue which, to the extent of two hundred thousand dollars, is appropriated accordingly. Appropri-
ation.

THE SCHEDULE.

(Section 2.)

AN AGREEMENT made the 9th day of November One thousand nine hundred and seventy BETWEEN THE HONOURABLE ERIC WILLIAM BEATTIE M.H.A. Minister for Agriculture (hereinafter called “the Minister” which expression shall include his successors in office) on behalf of the State of Tasmania of the one part and GORDON EDGELL PTY. LTD. a Company incorporated in the State of New South Wales and registered in Tasmania under the provisions of the Companies Act 1962 and having its registered office in Tasmania at Quoiba (which Company is hereinafter called “the Processor”) of the other part WHEREAS the growers of green peas in Tasmania (hereinafter called “the Growers”) are having difficulty in competing with growers elsewhere of green peas and have been required to accept from the Processor reduced prices for their peas AND WHEREAS it is desirable in the interests of the State of Tasmania (hereinafter called “the State”) that assistance be granted to the pea industry for the 1970/71 season and the Minister has agreed for that purpose to make to the Processor the payments hereinafter provided upon the Processor agreeing to purchase from the Growers the quantities of green peas hereinafter specified in accordance with price scales approved by the Minister AND WHEREAS in view of that assistance the Processor being a processor of green peas in the State has agreed that such quantities at least of green peas grown in the State during the 1970/71 season and delivered to it by the Growers shall be purchased by it and processed for sale and has also agreed not to further reduce the prices to be paid to the Growers for their peas NOW IT IS HEREBY AGREED as follows:

1. The Processor will as soon as practicable enter into contracts with the Growers for the purchase of at least Twenty five million pounds of green peas to be grown in the State during the 1970/71 season and will pay for those peas the prices laid down in a scale approved by the Minister.
2. Following the present season and in time for the 1971/72 season the Processor will enter into contracts with the Growers for the purchase of not less than the quantity of green peas which the Processor has agreed to purchase for the present season under the terms of this Agreement.

3. For the purposes of this Agreement the Processor will not enter into contracts with other than those growers of green peas with whom it held contracts for the 1969/70 season or the successors in title of those growers and will not under any contract for the 1970/71 season agree to purchase peas grown from acreages exceeding in total those specified in the corresponding contract for the 1969/70 season.
4. Upon production by the Processor to the Minister of satisfactory evidence that not less than the quantity of green peas hereinbefore specified and suitable for processing has been delivered by the Growers to and paid for by the Processor in accordance with the terms of this Agreement the Minister shall pay to the Processor six tenths of a cent for each pound of peas so delivered and paid for up to but not exceeding such specified quantity.
5. Notwithstanding the provisions of Clause 4 of this Agreement the Minister may make payments to the Processor each month in respect of green peas delivered and paid for prior to the first day of that month.
6. Should the specified quantity not be delivered by reason of drought, flood, fire, storm, disease or similar cause resulting in loss of crops of green peas wholly or in part the Minister in his absolute discretion may make payments to the Processor at the rate hereinbefore provided in respect of all or part of the green peas suitable for processing delivered and paid for as aforesaid.
7. The Processor shall if required by the Minister permit the Auditor-General of the State of Tasmania or his officers to inspect and take extracts from the books of account, records and documents of the Processor relating to the purchases of green peas by the Processor from the Growers.
8. In the event of the Processor failing to purchase the quantity of peas which the Processor is required to purchase under this Agreement not resulting from a cause or causes contained in Clause 6 or otherwise failing to observe or comply with the terms and conditions of this Agreement the Processor shall on demand repay to the Minister all moneys previously paid by the Minister to the Processor under this Agreement and failing repayment the Minister may recover the same by action.
9. The proper law of the contract contained in this Agreement shall be deemed to be the law of the State of Tasmania and the Agreement shall be governed by and interpreted in accordance with the laws of that State.
10. If this Agreement is not ratified and approved by Parliament this Agreement shall cease to operate and neither of the parties hereto shall have any claim against the other with respect to any matter or thing arising out of done or performed or omitted to be done or performed hereunder.

IN WITNESS whereof the parties hereto have executed this Agreement the day and year first above written.

SIGNED by the said THE HON-
OURABLE ERIC WILLIAM BEAT-
TIE in the presence of:
(Sgd.) D. TIMMINS.

(Sgd.) E. W. BEATTIE.

THE COMMON SEAL OF GOR-
DON EDGELL PTY. LTD. was
hereto affixed by order of the Direc-
tors in the presence of:

(Sgd.) J. F. SHAW.
(Sgd.) I. H. WRIGLEY.

[L.S.]

The Canning Pea Growers Association of Tasmania hereby approves of the terms of this Agreement.

SIGNED by ERIC ROBERTS-
THOMSON in the presence of:
(Sgd.) E. M. HUTCHISON.

(Sgd.) ERIC ROBERTS-THOM-
SON, State President.

SIGNED by BRIAN RALPH BON-
NEY in the presence of:
(Sgd.) N. P. BADCOCK.

(Sgd.) B. R. BONNEY, State Sec-
retary.

AN AGREEMENT made the 9th day of November One thousand nine hundred and seventy BETWEEN THE HONOURABLE ERIC WILLIAM BEATTIE, M.H.A. Minister for Agriculture (hereinafter called "the Minister" which expression shall include his successors in office) on behalf of the State of Tasmania of the one part and KRAFT FOODS LIMITED a Company incorporated in the State of Victoria and registered in Tasmania under the provisions of the Companies Act 1962 and having its registered office in Tasmania at Scottsdale (which Company is hereinafter called "the Processor") of the other part WHEREAS the growers of green peas in Tasmania (hereinafter called "the Growers") are having difficulty in competing with growers elsewhere of green peas and have been required to accept from the Processor reduced prices for their peas AND WHEREAS it is desirable in the interests of the State of Tasmania (hereinafter called "the State") that assistance be granted to the pea industry for the 1970/71 season and the Minister has agreed for that purpose to make to the Processor the payments hereinafter provided upon the Processor agreeing to purchase from the Growers the quantities of green peas hereinafter specified in accordance with price scales approved by the Minister AND WHEREAS in view of that assistance the Processor being a processor of green peas in the State has agreed that such quantities at least of green peas grown in the State during the 1970/71 season and delivered to it by the Growers shall be purchased by it and processed for sale and has also agreed not to further reduce the prices to be paid to the Growers for their peas NOW IT IS HEREBY AGREED as follows:

1. Kraft Foods Limited will as soon as practicable enter into contracts with the Growers for the purchase of at least Two million five hundred thousand pounds of green peas to be grown in the State during the 1970/71 season and will pay for those peas the prices laid down in a scale approved by the Minister.
2. Following the present season and in time for the 1971/72 season the Processor will enter into contracts with the Growers for the purchase of not less than the quantity of green peas which the Processor has agreed to purchase for the present season under the terms of this Agreement.
3. For the purposes of this Agreement the Processor will not enter into contracts with other than those growers of green peas with whom it held contracts for the 1969/70 season or the successors in title of those growers and will not under any contract for the 1970/71 season agree to purchase peas grown from acreages exceeding in total those specified in the corresponding contract for the 1969/70 season.
4. Upon production by the Processor to the Minister of satisfactory evidence that not less than the quantity of green peas hereinbefore specified and suitable for processing has been delivered by the Growers to and paid for by the Processor in accordance with the terms of this Agreement the Minister shall pay to the Processor six-tenths of a cent for each pound of peas so delivered and paid for up to but not exceeding such specified quantity.
5. Notwithstanding the provisions of Clause 4 of this Agreement the Minister may make payments to the Processor each month in respect of green peas delivered and paid for prior to the first day of that month.
6. Should the specified quantity not be delivered in each or any particular case through drought, flood, fire, storm, disease or similar cause resulting in loss of crops of green peas wholly or in part the Minister in his absolute discretion may make payments to the Processor at the rate hereinbefore provided in respect of all or part of the green peas suitable for processing delivered and paid for as aforesaid.
7. The Processor shall if required by the Minister permit the Auditor-General of the State of Tasmania or his officers to inspect and take extracts from the books of account, records and documents of the Processor relating to the purchases of green peas by the Processor from the Growers.
8. In the event of the Processor failing to purchase the quantity of peas which the Processor is required to purchase under this Agreement not resulting from a cause or causes contained in Clause 6 or otherwise

failing to observe or comply with the terms and conditions of this Agreement the Processor shall on demand repay to the Minister all moneys previously paid by the Minister to the Processor under this Agreement and failing repayment the Minister may recover the same by action.

9. The proper law of the contract contained in this Agreement shall be deemed to be the law of the State of Tasmania and the Agreement shall be governed by and interpreted in accordance with the laws of that State.
10. If this Agreement is not ratified and approved by Parliament this Agreement shall cease to operate and neither of the parties hereto shall have any claim against the other with respect to any matter or thing arising out of done or performed or omitted to be done or performed hereunder

IN WITNESS whereof the parties hereto have executed this Agreement the day and year first above written.

SIGNED by the said THE HONOURABLE ERIC WILLIAM BEATTIE in the presence of:
(Sgd.) D. TIMMINS.

(Sgd.) E. W. BEATTIE.

THE COMMON SEAL of KRAFT FOODS LIMITED was hereto affixed by order of the Directors in the presence of:

(Sgd.) W. R. DICKSON, Director.
(Sgd.) I. McK. MILNE, Secretary.

[L.S.]

The Canning Pea Growers Association of Tasmania hereby approves of the terms of this Agreement.

SIGNED by ERIC ROBERTS-THOMSON in the presence of:
(Sgd.) E. M. HUTCHISON.

(Sgd.) ERIC ROBERTS-THOMSON, State President.

SIGNED by BRIAN RALPH BONNEY in the presence of:
(Sgd.) N. P. BADCOCK.

(Sgd.) B. R. BONNEY, State Secretary.

AN AGREEMENT made the 9th day of November One thousand Nine hundred and seventy BETWEEN THE HONOURABLE ERIC WILLIAM BEATTIE M.H.A. Minister for Agriculture (hereinafter called "the Minister" which expression shall include his successors in office) on behalf of the State of Tasmania of the one part and W. D. PEACOCK AND COMPANY PTY. LTD. a Company incorporated in Tasmania under the provisions of the Companies Act 1962 and having its registered office at Salamanca Place Hobart (which Company is hereinafter called "the Processor") of the other part WHEREAS the growers of green peas in Tasmania (hereinafter called "the Growers") are having difficulty in competing with growers elsewhere of green peas and have been required to accept from the Processor reduced prices for their peas AND WHEREAS it is desirable in the interests of the State of Tasmania (hereinafter called "the State") that assistance be granted to the pea industry for the 1970/71 season and the Minister has agreed for that purpose to make to the Processor the payments hereinafter provided upon the Processor agreeing to purchase from the Growers the quantities of green peas hereinafter specified in accordance with price scales approved by the Minister AND WHEREAS in view of that assistance the Processor being a processor of green peas in the State has agreed that such quantities at least of green peas grown in the State during the 1970/71 season and delivered to it by the Growers shall be purchased by it and processed for sale and has also agreed not to further reduce the prices to be paid to the Growers for their peas NOW IT IS HEREBY AGREED as follows:

1. The Processor will as soon as practicable enter into contracts with the Growers for the purchase of at least Four million five hundred thousand pounds of green peas to be grown in the State during the 1970/71 season and will pay for those peas the prices laid down in a scale approved by the Minister.

2. Following the present season and in time for the 1971/72 season the Processor will enter into contracts with the Growers for the purchase of not less than the quantity of green peas which the Processor has agreed to purchase for the present season under the terms of this Agreement.
3. For the purposes of this Agreement the Processor will not enter into contracts with other than those growers of green peas with whom it held contracts for the 1969/70 season or the successors in title of those growers and will not under any contract for the 1970/71 season agree to purchase peas grown from acreages exceeding in total those specified in the corresponding contract for the 1969/70 season.
4. Upon production by the Processor to the Minister of satisfactory evidence that not less than the quantity of green peas hereinbefore specified and suitable for processing has been delivered by the Growers to and paid for by the Processor in accordance with the terms of this Agreement the Minister shall pay to the Processor six-tenths of a cent for each pound of peas so delivered and paid for up to but not exceeding such specified quantity.
5. Notwithstanding the provisions of Clause 4 of this Agreement the Minister may make payments to the Processor each month in respect of green peas delivered and paid for prior to the First day of that month.
6. Should the specified quantity not be delivered by reason of drought, flood, fire, storm, disease or similar cause resulting in loss of crops of green peas wholly or in part the Minister in his absolute discretion may make payments to the Processor at the rate hereinbefore provided in respect of all or part of the green peas suitable for processing delivered and paid for as aforesaid.
7. The Processor shall if required by the Minister permit the Auditor-General of the State of Tasmania or his officers to inspect and take extracts from the books of account, records and documents of the Processor relating to the purchases of green peas by the Processor from the Growers.
8. In the event of the Process failing to purchase the quantity of peas which the Processor is required to purchase under this Agreement not resulting from a cause or causes contained in Clause 6 or otherwise failing to observe or comply with the terms and conditions of this Agreement the Processor shall on demand repay to the Minister all moneys previously paid by the Minister to the Processor under this Agreement and failing repayment the Minister may recover the same by action.
9. The proper law of the contract contained in this Agreement shall be deemed to be the law of the State of Tasmania and the Agreement shall be governed by and interpreted in accordance with the laws of that State.
10. If this Agreement is not ratified and approved by Parliament this Agreement shall cease to operate and neither of the parties hereto shall have any claim against the other with respect to any matter or thing arising out of done or performed or omitted to be done or performed hereunder.

IN WITNESS whereof the parties hereto have executed this Agreement the day and year first above written.

SIGNED by the said THE HON-
OURABLE ERIC WILLIAM BEAT-
TIE in the presence of:
(Sgd.) D. TIMMINS.

(Sgd.) E. W. BEATTIE.

THE COMMON SEAL of W. D.
PEACOCK AND COMPANY PTY.
LTD. was hereunto affixed by order
of the Directors in the presence of:
(Sgd.) DOUGLAS G. JONES.
(Sgd.) E. D. CREESE.

[L.S.]

The Canning Pea Growers Association of Tasmania hereby approves of the terms of this Agreement.

SIGNED by ERIC ROBERTS- THOMPSON in the presence of: (Sgd) E. M. HUTCHISON.	}	(Sgd.) E. ROBERTS-THOMSON, State President.
SIGNED by BRIAN RALPH BON- NEY in the presence of: (Sgd.) N. P. BADCOCK.	}	(Sgd.) B. R. BONNEY, State Sec- retary.

TESTATOR'S FAMILY MAINTENANCE.

No. 57 of 1970.

AN ACT to amend the *Testator's Family Maintenance Act 1912.* [15 December 1970.]

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 *Testator's Family Maintenance Act 1970.*

(2) The *Testator's Family Maintenance Act 1912*, as subsequently amended, is in this Act referred to as the Principal Act.

Contents
of order.

2 Section nine of the Principal Act is amended—

(a) by inserting in paragraph (b) of subsection (5) of that section, after the word “by”, the words “increasing or”; and by adding at the end of that paragraph “or by varying such order in such manner as the Court or judge thinks proper”; and

(b) by inserting after that subsection the following subsection:—

“(5A) The Court or a judge shall not, in the exercise of the power conferred on it or him by paragraph (b) of subsection (5) of this section, alter an order under this Act so as to disturb a distribution of any part of the estate that was lawfully made before the making of the application for the alteration.”.