

**4**—(1) Notwithstanding anything in the Principal Act the Board may employ a person to undertake, for a specified period or until the happening of a specified event, the duties of a specified office in the service of the Board; and while that person is so employed he shall, for the purposes of the Principal Act, be deemed to be the person holding that office. Acting appointments, &c., during the prescribed period.

(2) No person shall be employed under this section to perform the duties of any office referred to in section thirty-three of the Principal Act without the approval of the Minister.

(3) This section does not have effect so as to authorize any employment for a period commencing after the expiration of the prescribed period.

(4) Nothing in this section shall be construed as prejudicing or affecting the exercise by the Board of any of its powers under the Principal Act.

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### THE SCHEDULE.

(Section 3.)

*Members of the Launceston Public Hospitals Board deemed to have been appointed under this Act.*

Chairman: *Sir Norman Henry Denham Henty, K.B.E.*

Vice-Chairman: *Mrs. Dorothy Edna Annie Edwards, O.B.E.*

Member: *Professor Arthur Frederick Cobbold, B.Sc., Ph.D. (Lond.), Dean of the Faculty of Medicine of the University of Tasmania.*

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### RURAL RECONSTRUCTION.

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#### No. 49 of 1971.

AN ACT to give effect to a scheme for the assistance of persons engaged in rural industries.

[14 October 1971.]

**B**E 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:—

#### PART I.

##### PRELIMINARY.

**1**—(1) This Act may be cited as the *Rural Reconstruction Act* 1971. Short title and commencement.

(2) This Act shall commence on a date to be fixed by proclamation.

Inter-  
pretation.

**2** In this Act, unless the contrary intention appears—

- “adjustment”, used in relation to a debt, includes the reconstruction, cancellation, or reduction of the debt, the postponement of the payment thereof or of any instalment or part thereof, and any other concession or forbearance given or suffered by the creditor with respect to the debt, or any obligation arising therefrom or connected therewith;
- “Agreement” means the agreement set forth in the first schedule;
- “assets”, used in relation to a farmer, includes goods and chattels in respect of which the farmer is hirer under a hire-purchase agreement;
- “Board” means the Rural Reconstruction Board constituted under this Act;
- “company” means a company as defined in the *Companies Act 1962*;
- “debt” means a debt or liability due or accruing due by a farmer, whether liquidated or unliquidated, secured or unsecured, but does not include a debt that is barred by a statute of limitations;
- “declared company” means a company for the time being declared, by notice in writing given to it by the Board, to be included in the definition of farmer for the purposes of this Act;
- “determination” means a determination made by the Board under section forty;
- “farmer” means—
- (a) any individual person who is a resident of, and personally engaged in rural industry in, this State, whether on his own account or under a share-farming agreement;
  - (b) the personal representative of any such individual person;
  - (c) a partnership at least one of the members of which is a resident of, and personally engaged in rural industry in, this State; or
  - (d) a declared company,
- but does not for the purposes of Part III of the schedule to the Agreement include a person eligible for assistance under the *Marginal Dairy Farms Reconstruction Act 1971*;
- “farming operations” means agricultural, pastoral, grazing, dairying, or horticultural operations and, without affecting the generality of those expressions, includes poultry farming, bee farming, and other operations on land to produce primary products other than minerals and metals;
- “member” means a member of the Board;
- “plan” means a plan of debt adjustment under Part V;
- “protection certificate” means a certificate issued under Part V;

- “proxy” includes a duly and appropriately authorized attorney under power and a proxy of such an attorney;
- “rural industry” includes the business of agriculturalist, pastoralist, grazier, dairy farmer, fruit grower, vegetable grower, or producer of primary products not being minerals, metal, or fish, other than fish in a fish farm on land;
- “Scheme” means the scheme referred to in section four;
- “secured creditor” includes an owner of goods or chattels comprised in a hire-purchase agreement.

## PART II.

### SCHEME FOR RURAL RECONSTRUCTION.

**3** The Agreement made between the Government of the Commonwealth and the Government of the State and set forth in the schedule is ratified. The Agreement.

**4** The Governor may as provided in this Act put into operation a scheme of financial assistance to persons engaged in rural industries in accordance with the Agreement. The Scheme.

## PART III.

### THE RURAL RECONSTRUCTION BOARD.

**5**—(1) For the purposes of this Act there shall be a board to be called the Rural Reconstruction Board consisting of— The Rural Reconstruction Board.

- (a) the manager of the Agricultural Bank of Tasmania, who shall be the chairman of the Board; and No. 100 of 1957, s. 4.
- (b) five persons appointed by the Governor of whom—
- (i) one shall be an officer of the Department of Agriculture, nominated by the Minister for Agriculture;
  - (ii) one shall be an officer of the Treasury, nominated by the Treasurer;
  - (iii) one shall be a person nominated by the Minister who is or has been a public accountant a substantial part of whose business has been with rural industry; and
  - (iv) two persons nominated by the Minister who are practical farmers.

(2) The Board shall act as agent of the Crown for giving effect to section four.

(3) The Board may exercise all or any of its powers and functions, notwithstanding any vacancy in its membership, so long as it has at least four members.

(4) The Board shall have a secretary appointed under the *Public Service Act 1923*, who—

- (a) if an officer in the Agricultural Bank Department of the Public Service, shall remain in that Department; or
- (b) if not such an officer, shall by virtue of his appointment become such an officer,

and may at the same time hold another office or have other duties in that Department.

Incorporation.  
*Ibid.*, s. 5.

**6** The Board is a body corporate and shall have a common seal.

Appointment and tenure of office.  
*Ibid.*, s. 6.

**7**—(1) The members referred to in sub-paragraphs (i) and (ii) of paragraph (b) of subsection (1) of section five shall hold office during the Governor's pleasure, but either shall vacate his office if he ceases to be an officer of the Department of which he was an officer when appointed.

(2) The members mentioned in sub-paragraphs (iii) and (iv) of paragraph (b) of subsection (1) of section five shall hold office during the Governor's pleasure.

(3) The members are not subject as such to the provisions of the *Public Service Act* 1923, but they may hold office under this Act in conjunction with their respective offices in the Public Service.

Remuneration.

**8** The members shall, in respect of their services as such members, be paid such remuneration and such travelling and other allowances as the Governor may approve.

Vacation of office.  
*Ibid.*, s. 8.

**9**—(1) The members mentioned in sub-paragraphs (iii) and (iv) of paragraph (b) of subsection (1) of section five may respectively resign their offices by writing under their respective hands addressed to the Governor and presented to the Minister.

(2) A resignation under this section shall be effective from a date to be determined by the Governor.

Proceedings of the Board.  
*Ibid.*, s. 9.

**10**—(1) If the chairman is absent from any meeting of the Board the members present may elect one of their number to preside at the meeting.

(2) At meetings of the Board four members are a quorum.

(3) The chairman of the Board has a deliberative vote on all questions and, if in respect of any matter before the Board there is an equality of votes upon any question, that question shall pass in the negative.

(4) A member of the Board shall not—

(a) make any application to the Board that a member of the public might make under this Act; or

(b) take any part in dealing with any application to or transaction with the Board in or in relation to which he or any partner or relative of his has any interest,

and the granting of any application, or making of any agreement, or disposal of any land in contravention of this subsection shall be void, except in the case of a purchaser of land in good faith for value without a notice of the contravention who is not a partner or relative of the offending member.

(5) Nothing in subsection (4) of this section affects any estate or interest registered under the *Real Property Act* 1862, but the registered proprietor thereof shall be deemed to be a trustee thereof for the Board unless he is a person in whose case the Board's disposition of the land would not be void as provided in that subsection.

(6) Subject to subsection (7) of this section the Board may, in relation to any matter or class of matter, delegate such of its powers and functions as it thinks fit to any member of the Board, but every such delegation shall be revocable at will, and shall not prevent the exercise of any power or function of the Board.

(7) The Board shall not delegate any of its powers or functions under subsection (6) of this section or revoke any delegation thereunder except in pursuance of a resolution of the Board passed at a meeting thereof at which all the members were present.

(8) Subsection (7) of this section does not disable the Board from appointing an attorney to execute instruments or do any other act on behalf of the Board.

#### PART IV.

##### OPERATIONS OF THE BOARD.

**11**—(1) Applicants shall apply for benefits under the Scheme in such form and manner as the Board requires. Applications. No. 4 of 1971, s. 8.

(2) The Board may require any statement in such an application to be verified by statutory declaration.

**12**—(1) The Board may acquire land and dispose of it for the purposes of the Scheme. Acquisition and disposal of land.

(2) Land disposed of under this section shall be conveyed or transferred in fee simple and any portion of the purchase price for the time being outstanding may be secured by— Ibid., s. 5.

(a) a mortgage of the land in fee;

(b) if the Board so requires, a mortgage, as provided in section forty-one of the *State Advances Act* 1935, as if that portion were an advance under section thirty-six of that Act; and

(c) such other security, if any, as the Board may require.

(3) The Board shall require payment of interest on the portion of the purchase price for the time being outstanding at such rate as subject to the Agreement the Board may determine, generally in any classes of case or in any particular case.

**13**—(1) Where land acquired under this Act was held under contract of purchase from the Crown on credit, the Board shall pay off the balance then remaining unpaid of the purchase money under the contract and obtain a Crown grant of the land. Credit holdings. Ibid., s. 6.

(2) Nothing contained in the *Crown Lands Act* 1935 is a bar to the operation of this section.

Closer  
Settlement  
holdings.  
*Ibid.*, s. 7.

**14**—(1) Where land acquired under this Act was a holding or part of a holding under a lease under the *Closer Settlement Act 1957*, the Board shall purchase it from the Closer Settlement Board.

(2) Nothing contained in section thirty-five of the *Closer Settlement Act 1957* is a bar to the operation of this section.

War Service  
Land Settlement  
holdings.

**15**—(1) Where land acquired under this Act was a holding or part of a holding under the *War Service Land Settlement Act 1950*, the Board shall purchase it from the tenant.

(2) Nothing contained in section thirty-four of the *War Service Land Settlement Act 1950* is a bar to the operation of this section.

(3) Where land is acquired as provided in this section the Board shall acquire and the Closer Settlement Board shall release and transfer, all the latter's rights in the land acquired.

Loans.

**16**—(1) Where the Board makes loans to farmers for the purposes of the Agreement it may, if it thinks fit, require the farmer to give security for repayment of the loan with interest.

(2) Any security taken by the Board under this section in respect of any crops, wool, stock, poultry, plant, machinery, implements, or other chattels shall be by mortgage to the Board, and sections thirty-eight, thirty-nine, forty, and forty-two of the *State Advances Act 1935* apply to every such mortgage as if it were a mortgage such as is referred to in those sections and for the purposes of their application the Board referred to in them shall be deemed to be the Board constituted by this Act.

(3) If in the opinion of the Board it would be in the interests of the farmer so to do, the Board may consent to the postponement of any security given by the farmer to the Board under this Act in favour of any person who has agreed in writing with the Board in consideration of such a postponement to lend money to the farmer to help him to carry on his farming operations.

(4) Interest on loans referred to in subsection (1) of this section shall be at such rate as the Board may determine in each case, in accordance with the Agreement.

(5) Loans mentioned in subsection (1) of this section shall be made repayable over such period and in such manner as the Board may determine in each case.

Restriction  
on disposal  
before pay-  
ment in full.  
*Ibid.*, s. 10.

**17**—(1) Subject to this section a mortgage—

(a) mentioned in paragraph (a) of subsection (2) of section twelve; or

(b) of land in fee for the purposes of section sixteen,

bars during its currency any voluntary disposition by any means of the land subject to the mortgage made without the consent of the Board.

(2) Such a mortgage operates as provided in this section in the case of land under the *Real Property Act 1862* only from its lodgment for registration.

## PART V.

## ADJUSTMENT OF DEBTS AND PROTECTION CERTIFICATES.

- 18**—(1) A farmer may, upon an application setting forth—
- (a) a description of the land on which he is carrying on his farming operations;
  - (b) the names and addresses of all his creditors and debtors;
  - (c) particulars of his assets and liabilities; and
  - (d) such other particulars as the Board may require,
- ask the Board for adjustment of his debts or a protection certificate in respect of a specified debt.
- (2) An application under this section shall be in such form and so verified, on oath or otherwise, as the Board may require.
- (3) If, after consideration of the application, the Board is of opinion that—
- (a) a plan of debt adjustment or the protection certificate sought is necessary to ensure that the farmer will continue to carry on farming operations and to give him a reasonable prospect of carrying on those operations successfully;
  - (b) the farmer will have, as a result of a plan of debt adjustment or of the protection certificate sought, a reasonable prospect of successfully carrying on his farming operations; and
  - (c) the application—
    - (i) is not frivolous or made by the farmer for the purpose of delaying or defeating his creditors; and
    - (ii) does not contain any wilful misrepresentation,
- the Board shall issue to the farmer a protection certificate as provided in subsection (5) of this section.
- (4) If, after consideration as mentioned in subsection (2) of this section, the Board is not of the opinion mentioned therein, it shall reject the application, and no further steps shall be taken in respect thereof.
- (5) A protection certificate shall be in accordance with the form in the second schedule and expressed to apply—
- (a) if an adjustment of debts is sought, to all debts; and
  - (b) if it is sought in respect of a specified debt, to that debt,
- of the farmer.
- (6) A protection certificate takes effect from the date of issue thereof.
- (7) A protection certificate may be issued in respect of two or more specified debts.

Application  
for debt  
adjustment.  
1 Edw. VIII  
& 1 Geo. VI  
No. 48, s. 18  
(1)-(4).

Notification of issue of protection certificates to be gazetted, &c. *Ibid.*, s. 19.

**19**—(1) Immediately upon the issue of a protection certificate, the Board shall—

- (a) notify its issue to such of the farmer's creditors as are affected by it and are known to the Board; and
- (b) as soon as may be, cause a notification of its issue to be published in the *Gazette* and a copy of the protection certificate to be forwarded—
  - (i) to the Registrar of Deeds;
  - (ii) where the farmer is registered proprietor of land under the *Real Property Act* 1862, to the Recorder of Titles; and
  - (iii) where the farmer is a purchaser from the Crown of lands under the *Crown Lands Act* 1935, to the Director of Lands.

(2) The Board, the Registrar of Deeds, the Recorder of Titles, and the Director of Lands shall each keep a register of protection certificates that have been issued or of which a copy has been received by them, which register shall be open for inspection by any member of the public on payment of a fee of one dollar.

(3) The Board, on payment of a fee of two dollars, shall supply to any member of the public a certified copy of any protection certificate or of any order cancelling a protection certificate, or a certificate that no protection certificate has been issued in respect of any specified person.

(4) The deputy registrars of the Supreme Court at Launceston and Burnie and the town or council clerk of every municipality other than the city of Hobart, the city of Launceston, and the municipality of Burnie, shall each keep in his office a register of all protection certificates that have been issued and gazetted, and of all subsequent cancellations thereof that have been gazetted.

(5) Every register kept pursuant to subsection (4) of this section shall be open to public inspection at all reasonable times upon payment of a fee of one dollar, which fee shall, in the case of a municipality, belong to the municipality.

Duration of protection certificates. *Ibid.*, s. 20.

**20**—(1) Every protection certificate shall, notwithstanding that the farmer to whom it was issued has died or become a patient within the meaning of Part VI of the *Mental Health Act* 1963, continue in force—

- (a) as provided in subsection (2) of this section; or
- (b) until the publication of a notice of cancellation thereof in the *Gazette* as provided in subsection (4) of this section.

(2) A protection certificate shall, subject to subsection (3) of this section, continue in force for such period, not exceeding twelve months, as is specified in it, and may be extended by order of the Board—

- (a) for any period up to eighteen months from the date of its issue; and



(b) with the consent of the Minister for any further period up to two years from that date.

(3) The Board, by an order under its common seal—

(a) may cancel a protection certificate for any reason it thinks proper; and

(b) shall cancel a protection certificate if it is satisfied that the application for its issue was vitiated by any wilful misrepresentation.

(4) Upon making an order for the cancellation of a protection certificate the Board shall cause notice of the cancellation to be published in the *Gazette* and to be given to all persons entitled under subsection (1) of section nineteen to receive a notice or copy of the original protection certificate.

**21**—(1) Except as otherwise provided in this section, during the operation of a protection certificate no person may, without the consent of the Board—

Effect of protection certificate.

*Ibid.*, s. 21.

(a) commence or prosecute any action, suit, or other proceeding;

(b) cause any judgment, decree, or order to be executed;

(c) enter upon or exercise a power of sale over any land;

(d) seize any chattel; or

(e) take any other step,

for any purpose set forth in subsection (2) of this section.

(2) The purposes set forth for the purpose of subsection (1) of this section are—

(a) to enforce, or compel, or induce payment of, any debt to which that protection certificate relates;

(b) to obtain the benefit of any security for, or guarantee or promise of, payment of any such debt; and

(c) to obtain any benefit or exercise any power under a hire-purchase agreement.

(3) Nothing in this section prevents any person from—

(a) instituting, and proceeding to judgment in, any action, suit, or other proceeding against the farmer (but so that no further proceedings may be taken thereon) for the purpose of determining his liability in respect of any—

(i) tort committed by him;

(ii) injury suffered by a worker in his employ; or

(iii) unliquidated demand, other than a demand arising out of a breach, or default in the observance or performance, of a covenant or provision in a mortgage or other instru-

ment of security or in an agreement for the sale or purchase, including hire-purchase, of property;

- (b) instituting, continuing, or prosecuting any proceeding or enforcing any remedies against the farmer in respect of his liability for the maintenance or support of his wife, including a divorced wife, or any of his children; or
- (c) prosecuting any suit or other proceeding against the farmer for the administration of the trusts of any will, deed, or other instrument or for any breach of any such trust or for the removal of the farmer from the position of executor, administrator, or trustee.

(4) A protection certificate is not a bar to the recovery from the farmer of any penalty, with or without costs, imposed upon him by any court or of any sum of money due by him to the Crown upon any recognisance or bond or to the enforcement against the farmer of any liability to the Commonwealth or to any person representing the Commonwealth.

(5) Any action, suit, execution, process, or proceeding that is commenced, proceeded with, or put in force in contravention of subsection (1) of this section, is void and of no effect.

Protection of guarantors, predecessors in title, &c. *Ibid.*, s. 22.

**22**—(1) During the operation of a protection certificate, no action, execution, process, or proceeding may, without the consent of the Board, be commenced, proceeded with, or put in force against—

- (a) where the certificate relates to all the farmer's debts, a guarantor of the farmer as his guarantor; and
- (b) where the certificate relates to a specified debt, a guarantor of the payment of that debt.

(2) During the operation of a protection certificate in respect of all a farmer's debts, where—

- (a) the farmer is under an obligation actual or contingent to another person under—
  - (i) a share-farming agreement whereby the farmer farms land;
  - (ii) a lease whereby the farmer is in possession of land; or
  - (iii) a contract of sale whereby the farmer has purchased land; and
- (b) that other person, or any of his predecessors in title, is liable to a mortgagee or vendor of the land or any predecessor in title of such a mortgagee or vendor,

no action, execution, process, or proceeding may, without the consent of the Board, be commenced, proceeded with, or put in force against that other person or any of his predecessors in title as mortgagor or purchaser.

(3) During the operation of a protection certificate in respect of a specified debt, where—

- (a) the debt is owed to the creditor under—
  - (i) a share-farming agreement whereby the farmer farms land;
  - (ii) a lease whereby the farmer is in possession of land; or
  - (iii) a contract of sale whereby the farmer has purchased land; and
- (b) the creditor, or any of his predecessors in title, is liable to a mortgagee or vendor of the land or any predecessor in title of such a mortgagee or vendor,

no action, execution, process or proceeding may, without the consent of the Board, be commenced, proceeded with, or put in force against the creditor or any of his predecessors in title as mortgagor or purchaser.

(4) Any action, execution, process, or proceeding which has been commenced, proceeded with, or put in force in contravention of the provisions of subsections (1), (2), and (3) of this section is void and of no effect.

(5) For the purposes of subsection (1) of this section "guarantor", used with reference to a farmer, means a person who has guaranteed or undertaken to answer for the debt or default of the farmer and any person who has endorsed a bill of exchange or a promissory note given by the farmer in respect of any of the farmer's debts.

**23** In computing the time limited by any statute of limitations in relation to any right, claim, or remedy affected by a protection certificate, no period of time during which any action, execution, process, or proceeding relating to such right, claim, or remedy, is prohibited from being commenced or proceeded with or put in force shall be taken into account.

Computation of time where remedies suspended. *Ibid.*, s. 23.

**24**—(1) Upon receipt of an application by a farmer under section eighteen for adjustment of his debts, the Board may—

Board to arrange for a valuation of farmer's assets. *Ibid.*, s. 24.

- (a) obtain from a competent person a report upon the manner in which the farmer has managed his farm and his affairs generally;
- (b) arrange for a competent valuer to value the assets of the farmer; and
- (c) furnish that valuer with a copy of the application.

(2) A valuation under this section shall be in the form required by the Board, and shall include a valuation of the several assets of the farmer.

Farmer to submit proposal for plan of debt adjustment.  
*Ibid.*, s. 25.

**25**—(1) Upon receipt of a valuation under section twenty-four the Board may require the farmer to prepare and submit a proposal in accordance with subsection (4) of this section for a plan of debt adjustment with his creditors.

(2) In the preparation of such a proposal, the Board shall render the farmer all assistance in its power.

(3) If the farmer fails to prepare and submit to the Board such a proposal within thirty days (or such longer period as the Board in any particular case allows) after being required so to do, the Board shall cancel his protection certificate.

(4) A proposal for the purposes of this section shall—

(a) be in the form required by the Board;

(b) set forth the names and addresses of all creditors and debtors of the farmer;

(c) contain a statement of—

(i) the assets and liabilities of the farmer; and

(ii) the income and expenditure of the farmer over such period as is required by the Board;

(d) specify the debts which the farmer asks should be adjusted and the extent to which the farmer proposes that those debts or any of them should be adjusted in order to afford him a reasonable prospect of successfully carrying on his farming operations; and

(e) contain such other particulars, if any, as the Board requires.

Board to call meeting and furnish creditors with copy of proposal and valuation.  
*Ibid.*, s. 26.

**26**—(1) After receiving a proposal under section twenty-five, the Board—

(a) may call a meeting of the farmer and his creditors; and

(b) shall furnish the farmer and each creditor known to the Board with a copy of the proposal for the plan of debt adjustment and a copy of the valuation referred to in section twenty-four.

(2) A meeting called pursuant to this section shall be held at such convenient time and place, having regard to the interests of the persons concerned, as is appointed by the Board.

(3) Any creditor of the farmer may attend such a meeting, either personally or by proxy.

(4) No creditor of the farmer who was not such a creditor at the date of the issue of the protection certificate to the farmer is entitled to attend or vote at any meeting of the farmer and his creditors under this Part, nor any such creditor is bound by any plan of debt adjustment in respect of the farmer confirmed under this Part.

**27**—(1) The farmer or any of his creditors may, within fifteen days after receipt by him of a copy of the proposal and valuation, by notice in writing to the Board, object to the valuation or any portion thereof. Objections to valuations by farmer or any creditor.  
*Ibid.*, s. 27.

(2) Every such objection shall be supported by the reasons therefor.

(3) If the Board thinks that the reasons given in support of the objection are reasonable, the Board shall—

- (a) arrange for a valuation as provided in section twenty-four by another competent valuer;
- (b) consider any valuation which the farmer or such a creditor, as the case may be, has furnished to the Board with the notice of objection; and
- (c) itself determine the valuation.

**28**—(1) At a meeting of the farmer and his creditors called pursuant to section twenty-six— Meeting of farmer and his creditors.  
*Ibid.*, s. 28.

- (a) some member or officer of the Board shall preside as chairman of the meeting;
- (b) the proposal for the plan of debt adjustment shall be considered;
- (c) the chairman shall endeavour to promote an agreement between all or the greatest possible number of the creditors with respect to a plan of debt adjustment as the result of which the farmer will have a reasonable prospect of successfully carrying on his farming operations;
- (d) the meeting may take into consideration—
  - (i) the interests of all parties concerned;
  - (ii) the relative rights of secured and unsecured creditors;
  - (iii) the nature and value of the farmer's assets;
  - (iv) the manner in which the farmer has managed his farm and his affairs generally;
  - (v) a reasonable living standard for the farmer and his dependants;
  - (vi) any adjustments already made by any creditor in respect of any debt of the farmer; and
  - (vii) any other circumstances which the meeting deems relevant; and
- (e) the chairman may suggest what amounts may be paid by the Board to creditors pursuant to this Part in consideration of the creditors' agreement to the plan of debt adjustment.

(2) The chairman may adjourn the meeting to such time and place as he thinks fit.

Agreement at meeting may be subject to payments by Board.

*Ibid.*, s. 29.

**29** An agreement to a plan of debt adjustment by a creditor at a meeting called pursuant to section twenty-six—

(a) may be made subject to—

(i) such payments by the Board to creditors under this Part; and

(ii) such cancellation, either in whole or in part, of debts of the farmer to the Crown,

as are provided for in the plan; and

(b) is subject to confirmation by the Board.

Chairman to transmit plan to Board with report thereon.

*Ibid.*, s. 30.

**30** The chairman of a meeting called pursuant to section twenty-six shall, as soon as may be, submit the plan to the Board with a report thereon.

Powers of Board on receiving plan.

*Ibid.*, s. 31.

**31** The Board may—

(a) confirm the plan so submitted;

(b) refuse to confirm the plan; or

(c) refuse to confirm the plan and formulate a modified plan.

Conditions governing confirmation or refusal of confirmation.

*Ibid.*, s. 32.

**32**—(1) The Board shall refuse to confirm the plan unless in the opinion of the Board—

(a) the farmer will have, as a result of the plan, a reasonable prospect of successfully carrying on his farming operations; and

(b) such a plan is necessary to ensure that the farmer will continue to carry on farming operations and to give him a reasonable prospect of carrying on those operations successfully.

(2) If the Board refuses, pursuant to subsection (1) of this section to confirm the plan, the Board shall forthwith cancel the protection certificate issued to the farmer.

Effect of confirmation of plan.

*Ibid.*, s. 32  
(3).

**33** Where a plan is confirmed by the Board under section thirty-two, it is binding upon the farmer and all the creditors who have agreed thereto.

Matters to be taken into consideration by Board in formulating modified plan.

*Ibid.*, s. 33.

**34**—(1) Where the Board under section thirty-one refuses to confirm the plan submitted and formulates a modified plan of debt adjustment, the Board shall consider what adjustment of the debts of the farmer is necessary to give him a reasonable prospect of carrying on his farming operations successfully, having regard to—

(a) the interests of all parties concerned;

(b) the relative rights of secured and unsecured creditors;

(c) the nature and value of the farmer's assets;

- (d) the manner in which the farmer has managed his farm and his affairs generally;
- (e) a reasonable living standard for the farmer and his dependants;
- (f) any adjustment already made by any creditor in respect of any debt of the farmer; and
- (g) any other circumstance which the Board deems relevant.

(2) The Board shall not formulate a plan of debt adjustment unless in the opinion of the Board such a plan is necessary to ensure that the farmer will continue to carry on farming operations and to give him a reasonable prospect of carrying on those operations successfully.

**35**—(1) When a modified plan is formulated by the Board, the Board—

(a) may call a meeting of the farmer and his creditors; and  
 (b) shall furnish the farmer and each creditor known to the Board with a copy of the modified plan.

Where modified plan formulated meeting of farmer and creditors to be called.  
*Ibid.*, s. 34.

(2) The meeting shall be held at such convenient time and place, having regard to the interests of the persons concerned, as is appointed by the Board.

(3) Any creditor may attend the meeting either personally or by proxy.

(4) At the meeting—

- (a) some member or officer of the Board shall preside as chairman of the meeting; and
- (b) the modified plan shall be considered.

(5) The Chairman may adjourn the meeting to such time and place as he may think fit.

**36** A modified plan shall make provision for—

- (a) such adjustment of the debts of the farmer as is in the opinion of the Board necessary to give the farmer a reasonable prospect of carrying on his farming operations successfully; and
- (b) payments by the Board to creditors in consideration of the adjustment of the debts of the farmer.

Matters to be provided for in modified plan.  
*Ibid.*, s. 35.

**37** If the modified plan is agreed to by all the creditors present, either personally or by proxy, at the meeting, the plan—

- (a) shall be confirmed by the Board; and
- (b) becomes binding on all creditors of the farmer, whether or not they are present, either personally or by proxy, at the meeting.

Binding effect of modified plan where all creditors present have agreed.  
*Ibid.*, s. 36.

Procedure where modified plan not agreed to by all creditors present.  
*Ibid.*, s. 37.

**38**—(1) If the modified plan is not agreed to by all the creditors present, either personally or by proxy, at a meeting called pursuant to section thirty-five, the chairman shall—

- (a) adjourn the meeting; and
- (b) make a report to the Board,

and the Board may, after receiving such report, amend or refuse to amend the modified plan.

(2) If the modified plan is so amended, the plan as so amended shall become the modified plan.

(3) When the modified plan is so amended, the Board shall arrange for a meeting of the farmer and his creditors at the adjourned meeting, and the provisions of section thirty-four with such adaptations as are necessary, extend and apply to that meeting.

Binding effect of plan.  
*Ibid.*, s. 38  
(1)-(4).

**39**—(1) If at the adjourned meeting the modified plan is agreed to by all the creditors present, either personally or by proxy, at the meeting, the plan shall—

- (a) be confirmed by the Board; and
- (b) be binding on all creditors of the farmer, whether or not they were present, either personally or by proxy at the meeting.

(2) If at the adjourned meeting the modified plan is not agreed to by all the creditors present, either personally or by proxy, at the meeting, but is agreed to by a majority in number and value of the unsecured creditors so present and is confirmed by the Board, the plan shall be binding on—

- (a) all unsecured creditors of the farmer, whether or not they were so present; and
- (b) all secured creditors so present who agreed to the plan.

(3) A creditor whose unsecured debt does not exceed fifty dollars shall, in computing the votes at such a meeting, be counted as to value, but not as to number.

(4) For the purpose of subsection (3) of this section, the amount of any unsecured debt shall be its value as determined by the chairman.

Consequences of binding effect.  
*Ibid.*, s. 38  
(5)-(8).

**40**—(1) When a plan becomes binding under section thirty-nine the provisions of this section have effect.

(2) The Board may, as from a date specified in a determination of the Board setting forth the names of any secured creditors who were not present at the meeting referred to in section thirty-nine, or who, being present thereat, have not agreed to the modified plan, suspend all rights and remedies of whatever nature of those secured creditors against the farmer or any property, estate, interest, effects, or assets of the farmer for such period, not exceeding five years, as is specified in the determination of the Board.



(3) A determination under subsection (2) of this section shall, during the period specified therein, operate in respect of the named creditors, the farmer, and, so far as appropriate, the persons referred to in section twenty-two in all respects as if it were a protection certificate.

(4) The Board may at any time, if it thinks fit so to do, by an order under its common seal—

- (a) cancel such a determination;
- (b) extend the period specified therein, but so that the period as so extended does not exceed a period of five years from the date specified in the determination; or
- (c) vary the determination in any other respect.

(5) During the period of the suspension of any secured creditor's rights by a determination, the Board shall guarantee the payment by the farmer of interest at a rate determined by the Board, but not exceeding the rate of seven per cent per annum and not less than four per cent per annum on the principal sum of the secured debt or the value, as ascertained as provided in sections twenty-four and twenty-seven, of the asset or assets of the farmer upon which the principal sum is secured, whichever is the less, and shall also guarantee the payment to the landlord of the farmer of all rent accrued or accruing due by the farmer after the date of the issue of the protection certificate to him.

(6) Where payment of interest under a guarantee referred to in subsection (5) of this section is made or tendered by the Board, it shall be deemed to constitute a payment in full discharge, or a tender of the full amount, as the case may be, of the interest payable by the farmer to the creditor in respect of the whole of the secured debt and in respect of the period for which the payment is so made or tendered.

(7) At the termination of the period of operation of a determination, or, with the consent of the farmer and the secured creditor, at any earlier date, the principal sum of the secured debt shall, unless the Board otherwise determines, be deemed to be reduced by the amount, if any, by which it then exceeds the value, as determined by the Board (after having obtained a valuation by a competent valuer appointed for the purpose by the Board), of the assets of the farmer upon which it is secured, and the debt, to the extent of the excess, shall be deemed to be extinguished, and no interest is thereafter payable by the farmer in respect of that excess amount.

(8) For the purposes of subsection (7) of this section, where the Board is of opinion that the assets therein referred to—

- (a) are necessary for working the farm and are required by the farmer for use in the production of income; and
- (b) are of a wasting nature,

the value of those assets shall be the value thereof as ascertained by the Board upon receipt of the application of the farmer for adjustment of his debts.

(9) The Board may, after considering any aspects which it thinks relevant, reduce for any period beginning with the date specified in a determination and ending with such date, not being later than five years after the beginning of the period, as the Board determines—

- (a) the rate of interest payable in respect of any secured debt of the farmer to any creditor named in the determination to such rate as the Board determines, being not less than four per cent per annum; or
- (b) the rent which was payable by the farmer at the date of the determination in respect of any land occupied by him as a lessee or tenant by such an amount as the Board determines, not being more than twenty per cent thereof,

or may so reduce both that rate and that rent, and any such reduction is binding on the secured creditor or the lessor or landlord of the farmer, as the case may be.

(10) Where, in the opinion of the Board, the assets upon which a debt is secured—

- (a) are necessary for working the farm and are required by the farmer for use in the production of income; and
- (b) are of a wasting nature,

the Board shall, before exercising any power conferred upon it by this section, take those matters into consideration.

(11) Nothing in this section limits or affects any rights, remedies, or powers of a mortgagee in possession of land, where—

- (a) possession thereof was taken by the mortgagee before the coming into operation of this Act; and
- (b) that mortgagee is in actual occupation of the land, either by himself or some tenant or agent of his.

(12) The provisions of section twenty-seven, with such adaptations as are necessary and so far as applicable, extend and apply to any valuation made under subsection (7) of this section, but any farmer or creditor who objects to a valuation under that subsection may submit to the Board any valuation made by a competent valuer at his request.

Failure of  
plan of  
adjustment.  
*Ibid.*, s. 38  
(9).

**41** If, as a result of the operation of this Part, no plan of adjustment of the debts of the farmer is confirmed by the Board, the Board shall cancel the protection certificate issued to him, and no further steps shall be taken by the Board in respect of the application of the farmer for an adjustment.

Notification  
of determina-  
tion to be  
gazetted, &c.  
*Ibid.*, s. 39.

**42**—(1) The Board shall cause a notification of every determination, and of any cancellation, extension, or variation thereof made under section forty, to be published in the *Gazette*, and a copy of every such determination, cancellation, extension, and variation to be forwarded—

- (a) to the Registrar of Deeds;
- (b) where the farmer is registered proprietor of land under the *Real Property Act* 1862, to the Recorder of Titles; and

(c) where the farmer is a purchaser from the Crown of lands under the *Crown Lands Act 1935*, to the Director of Lands.

(2) The Board, the Registrar of Deeds, the Recorder of Titles, and the Director of Lands shall each keep a register of such determinations, cancellations, extensions, and variations, which registers shall be open for inspection by any member of the public on payment of a fee of one dollar.

(3) The Board, on payment of a fee of two dollars, shall supply to any member of the public a certified copy of any such determination, cancellation, extension, or variation, or a certificate that no such determination has been made in respect of any specified person.

(4) The Board shall keep a register of all plans of debt adjustment confirmed under this Part, which register and plans shall be open for inspection, without payment of any fee, by any creditor affected by such a plan or by the authorized agent of the creditor.

**43** The Board may, in connection with any plan of debt adjustment under this Act, guarantee payment by a farmer to—

Power of Board to guarantee interest on debt of farmer or payment of his rent.

(a) a creditor of the farmer, of interest on any debt of the farmer to that creditor; or

(b) the landlord of the farmer, of any rent due or to become due by the farmer to the landlord in respect of land occupied by the farmer as tenant of the landlord.

*Ibid.*, s. 40

**44** For the purposes of this Act the Board may require a farmer who has made an application to it for the adjustment of his debts to furnish a statement of the assets and liabilities of his wife.

Power of Board to require farmer to furnish statement of assets and liabilities of his wife.

*Ibid.*, s. 41.

**45**—(1) The Board may at any time annul a plan on the ground—

(a) of fraud on the part of the farmer; or

(b) that substantial and material facts as to his affairs have not been disclosed to the Board by the farmer.

Power of Board to annul plan on ground of fraud or non-disclosure of material facts.

*Ibid.*, s. 42.

(2) The Board shall cause to be published in the *Gazette* notice of any annulment of a plan of debt adjustment.

(3) Any moneys paid to a creditor of a farmer by the Board prior to the annulment of a plan may, notwithstanding the annulment, be retained by the creditors to whom they were paid, and shall be deemed to have been accepted by them on account of the debts in respect of which they were paid.

**46**—(1) Every farmer to whom a protection certificate has been issued shall, during the operation of the certificate and during the operation of any determination of the Board suspending the rights and remedies of any secured creditor of that farmer, keep a record truly setting forth his receipts and expenditure.

Farmer to keep record. *Ibid.*, s. 43.

(2) Such a record shall be produced for the examination of, and, if so required, the temporary retention by, any officer of the Board authorized, whether generally or in any particular case, by the Board in that behalf.

(3) Any creditor of the farmer, or any representative, of such a creditor duly authorized by him in that behalf, may inspect at the office of the Board such a record or any copy thereof available at the Board's office, but, if such a record or a copy thereof is not so available, the Board shall take the necessary steps to ensure that such a record or a copy thereof will, within a reasonable time, be available for inspection by the creditor or his representative.

(4) During the operation of a protection certificate or any such determination, the Board may of its own motion, and shall upon application by any creditor of the farmer, take or cause to be taken such steps as it thinks desirable to satisfy itself that the assets of the farmer are being maintained in reasonable order and repair and that the farm is being worked in a competent manner.

(5) If—

(a) such a record of receipts and expenditure is not kept or produced as provided in this section; or

(b) the Board is not satisfied that—

(i) the receipts of the farmer are being applied in a proper manner;

(ii) the assets of the farmer are being maintained in reasonable order and repair;

(iii) the farm is being worked in a competent manner; or

(iv) (in the case where a plan of debt adjustment in respect of the debts of the farmer has been confirmed by the Board) the farmer is making every effort to comply with the plan,

the Board shall cancel the protection certificate or the determination, as the case may be.

Protection  
of trustees.  
*Ibid.*, s. 44.

**47**—(1) A trustee is not chargeable with a breach of trust by reason only of his agreement to, or failure to oppose, any plan of debt adjustment, or of his failure to attend any meeting of the farmer and his creditors under this Part.

(2) In this section "trustee" includes the legal personal representative of a deceased person.

Payments by  
Board to  
creditors of  
farmers and  
to meet  
guarantees.  
*Ibid.*, s. 48.

**48**—(1) The Board may, out of moneys made available to it under this Act, make—

(a) payments to any creditor of a farmer in consideration of the adjustment under a plan of adjustment of any debt of the farmer to that creditor; and

(b) such payments as are necessary to meet guarantees given by the Board pursuant to this Part.

(2) No payment under any plan of debt adjustment may be made to any creditor of a farmer who has not sent to the Board, before the expiration of two months from the confirmation by the Board of that plan, full particulars of his claim as a creditor.

**49**—(1) Where a payment is made by the Board to a creditor of a farmer under this Part, the sum so paid shall be deemed to constitute a loan made by the Board to the farmer under section sixteen and as such is repayable by the farmer to the Board in such manner as the Board shall in any particular case determine.

Repayments  
to Board.  
*Ibid.*, s. 49.

(2) If, in the opinion of the Board, it would be in the interests of the farmer so to do, the Board may consent to the postponement of any security given by the farmer to the Board under this Act in favour of any person who has agreed in writing with the Board, in consideration of such postponement, to make an advance to the farmer for the purpose of assisting him to carry out his farming operations.

**50**—(1) No payment may be made under this Act by the Board in respect of any debt due or accruing due to the Commonwealth or a State or to any governmental authority.

No payment  
by Board in  
respect of  
debts to  
Crown or  
governmental  
authorities.  
*Ibid.*, s. 51.

(2) For the purposes of this section, "governmental authority" includes any person constituted by or under the law of the Commonwealth or a State whose funds have been provided in whole or in part, by the Commonwealth or a State, or whose obligations are guaranteed, in whole or in part, by the Commonwealth or a State, but does not include a municipal corporation or a committee thereof.

**51** To enable a farmer—

- (a) to whom a protection certificate has been issued to carry on his farming operations pending the confirmation or refusal of confirmation by the Board of a plan of debt adjustment; or
- (b) in respect of whose debts a plan of debt adjustment has been confirmed by the Board,

Provision for  
advances to  
farmers.  
*Ibid.*, s. 52.

temporarily to carry on his farming operations, the Board may recommend the appropriate authority to make or guarantee advances to that farmer under any Act providing for advances to farmers, and that authority shall have regard to the recommendation.

**52** The Board may order that the provisions of this Part do not apply with respect to any specified asset of a farmer; and, where such an order is made, they cease to apply accordingly.

Power of  
Board to  
order non-  
application of  
Part to specific  
asset of  
farmer.  
*Ibid.*, s. 59.

Restriction on publication of certain particulars.  
*Ibid.*, s. 64.

**53**—(1) No person shall publish in a newspaper any particulars relating to a plan of debt adjustment, or in a newspaper, other than a trade gazette, any particulars relating to an application or protection certificate under this Act, other than the fact of the issue of a protection certificate, the date of its issue, and the name and address of the farmer to whom it has been issued.

(2) Nothing in subsection (1) of this section prevents the Board or any person authorized by it from publishing in any manner which it deems necessary any notice required for the due administration of this Act.

(3) For the purposes of this section “trade gazette” means a newspaper, circular, or other document published for the sole or main purpose of affording to persons engaged in trade, business, or manufacture information as to the financial position and dealings of members of the public.

(4) A person who contravenes subsection (1) of this section is liable to a penalty of two hundred dollars.

No agreement to prevent farmer from obtaining benefit of this Part.  
*Ibid.*, s. 65.

**54** Subject to section fifty-five—

(a) no provision in an agreement may operate so as to prevent a farmer from obtaining or seeking to obtain the benefit of the provisions of this Part; and

(b) a provision in an agreement to the extent to which it—

(i) prevents or purports to prevent a farmer from obtaining or seeking to obtain the benefit of the provisions of this Part; or

(ii) imposes or purports to impose any burden on or detriment to a farmer in the event of the passing of this Act or in the event of a farmer’s obtaining or seeking to obtain the benefit of the provisions of this Part,

is void and of no effect.

Certain debts not to be affected by provisions of this Act.  
*Ibid.*, s. 66.

**55**—(1) If, after the commencement of this Act—

(a) a farmer enters into an agreement with any person to advance to the farmer any moneys, or to extend to him credit for the purpose of enabling him to carry on his farming operations, or for the maintenance of the farmer or his family while such operations are being carried on;

(b) there is stated in the agreement the amount of the advance made when it is entered into, the limit of the credit to be extended to the farmer thereunder, and the purpose for which the advance is to be made or the credit extended;

(c) the agreement expressly negatives the operation of this Act in respect of the moneys or credit agreed to be so advanced or given;

- (d) the agreement is lodged at the office of the Board within twenty-one days after the execution thereof; and
- (e) no security is taken from the farmer by the other person in respect of the moneys so advanced or the credit so given,

the provisions of this Part do not apply to any debt incurred by the farmer to that other person in respect of those moneys or that credit.

(2) Where moneys are received from, or on behalf of, the farmer by a person with whom such an agreement has been entered into by the farmer, and that person has applied, or is entitled to apply, those moneys in the discharge or reduction of any indebtedness of the farmer to him, those moneys shall be deemed to have been appropriated by that person, to the extent of the moneys so advanced or the credit so given, in or towards repayment of those moneys or satisfaction of the amount of that credit, as the case may be.

**56** A copy of—

- (a) a protection certificate or determination;
- (b) an order cancelling a protection certificate or determination; or
- (c) an order extending or varying a determination,

certified, or purporting to be certified, by the chairman or secretary of the Board, to be a true copy thereof, is *prima facie* evidence of the issue or making of that protection certificate, determination, or order, as the case may be.

Evidence of issue of protection certificate, &c.  
*Ibid.*, s. 70.

**57** The costs and expenses of the Board of obtaining for the purposes of this Part any valuation of the property or assets of a farmer, and of the taking of security from a farmer for a loan to him by the Board under this Part, shall if required by the Board be repaid by the farmer to the Board at such time and in such manner as the Board may, in the particular case, determine.

Costs of valuations, &c.  
*Ibid.*, s. 71.

**58**—(1) Notwithstanding anything to the contrary in section thirty-five of the *Constitution Act 1934*, no transaction with the Board or under this Act affects the capacity of a person to be elected to, or sit and vote in, either House of Parliament.

Adjustment of debts under this Part not to affect debtor's eligibility for office as member of Parliament or of a municipal council.  
Cf. *Ibid.*, s. 72A.

(2) Notwithstanding any law to the contrary, a person in respect of whose debts or any of them a plan of adjustment has been submitted to or confirmed by the Board under this Part is not by reason of the submission or confirmation rendered ineligible to be elected as an alderman or a councillor of any municipality or incapable of continuing to be, or of acting as, an alderman or councillor.

**59** Notwithstanding any law to the contrary, any person, including an officer or agent of the Crown acting as such, a municipality, and any other statutory or public authority may for the purposes of this Act, agree lawfully and effectively—

Power of public creditors to forego public debts.

- (a) to postpone payment of, or to release, a debt; and
- (b) to a plan of debt adjustment.

## PART VI.

## DETERMINATION OF DISPUTED QUESTIONS.

Powers of judge to decide questions referred to him by Board.

*Ibid.*, s. 53.

**60**—(1) If any question arises in the administration of this Act as to—

- (a) the rights of any creditor or farmer;
- (b) the validity of any proceeding or act which has been taken or done under this Act;
- (c) the powers of the Board or of a valuer; or
- (d) the amount of any valuation determined by the Board under subsection (7) of section forty,

the Board or the farmer or any creditor of the farmer may, in its or his absolute discretion, apply to a judge in chambers for the determination of the question, and the decision of the judge thereon shall be final and conclusive.

(2) An application under this section shall be by way of summons, and the judge may—

- (a) regulate the procedure to be followed;
- (b) direct what parties are to be served;
- (c) in the case of a valuation determined by the Board under subsection (7) of section forty hear the evidence of any valuer tendered at the hearing of the application by the Board or by any party concerned in the application;
- (d) for the purposes of that subsection, determine the value of the property to which the valuation relates; and
- (e) generally, give such directions and make such order, including any order as to payment of costs, as to the judge seems just.

## PART VII.

## FINANCIAL PROVISIONS.

Treasurer's power to borrow.

No. 4 of 1971, s. 11.

**61** The Treasurer may borrow from the Commonwealth moneys for the purposes of the Agreement.

Costs of administration.

*Ibid.*, s. 12.

**62** The expenses incurred in the administration of this Act shall be defrayed out of moneys to be provided by Parliament for that purpose.

Capital costs.

*Ibid.*, s. 13.

**63** The Treasurer may advance to the Board, out of moneys borrowed under section sixty-one, moneys available for the purposes of the *Farmers' Debt Adjustment Act 1936*, or any other moneys available for the purpose, moneys required by the Board for the purposes of section four on such conditions as he thinks fit.



**64**—(1) All moneys received by the Board for the disposal of property under the Scheme, including interest thereon, shall be paid into the Treasury and applied as the Treasurer may direct for the purposes for which the moneys would have been put but for this Act or for the purposes of the Agreement.

Repayment of moneys.  
Cf. *Ibid.*, s. 14.

(2) The proceeds of repayment of any loan made by the Board under this Act and of any obligation to pay interest thereon shall be paid into the fund from which the principal moneys of the loan came and thereafter shall be applied as the Treasurer may direct.

**65** The Board shall keep such accounts of its transactions under this Act in such form as the Treasurer may direct.

Accounts.  
*Ibid.*, s. 15.

## PART VIII.

### OFFENCES.

**66**—(1) If a farmer to whom a protection certificate has been issued under this Act disposes of or encumbers any of his land without the consent in writing of the Board while the protection certificate is in operation—

Effect of disposal or encumbrance of property during operation of protection certificate without consent of Board.

(a) the Board may cancel the protection certificate forthwith; and

(b) the instrument or act disposing of or encumbering, or purporting to dispose of or encumber, the land shall be void and of no effect, unless the instrument or act disposing of or encumbering the land has been executed or performed by the farmer before the protection certificate is entered in the register kept by the Registrar of Deeds, the Recorder of Titles, or the Director of Lands, as the case may be.

1 Edw. VIII and 1 Geo. VI No. 48, s. 54.

(2) A farmer who, in contravention of subsection (1) of this section disposes of or encumbers any of his land, is liable to a penalty of one thousand dollars or to imprisonment for six months.

(3) Every security given without the consent of the Board by a farmer while his protection certificate is in force over or in respect of any goods or chattels of the farmer, is void and of no effect.

**67** A farmer who is guilty of a false representation or other fraud for the purpose of obtaining the benefit of a plan of debt adjustment under Part V is liable to a penalty of two thousand dollars or to imprisonment for twelve months.

False representation by farmer.  
*Ibid.*, s. 55.

**68** A farmer to whom a protection certificate has been granted and who, during the continuance of the protection certificate—

Protection certificate to be disclosed by farmer.

(a) either alone or jointly with any other person, obtains credit from any person without informing him that he is a person to whom a protection certificate has been granted; or

*Ibid.*, s. 56.

- (b) trades under an assumed name or in the name of any other person, or in the name of a firm, without disclosing to every person with whom he deals his true name and the fact that he is a person to whom a protection certificate has been granted,

is liable to a penalty of two thousand dollars or to imprisonment for twelve months.

Offences.  
*Ibid.*, s. 57.

**69** Any person who—

- (a) wilfully conceals from the Board any property of a farmer to whom a protection certificate has been granted;
- (b) with intent to defraud, in any proceeding under this Act, makes a false claim, or furnishes the Board with an account, declaration, or statement of account, which is untrue in a material particular; or
- (c) without reasonable excuse, fails or neglects to comply with a lawful requirement of the Board, as and when required by the Board,

is liable to a penalty of two thousand dollars or to imprisonment for twelve months.

General  
penalty.  
*Ibid.*, s. 58.

**70** A person who contravenes, or without reasonable excuse fails or neglects to comply with, any provision of this Act in respect of which contravention, failure, or neglect, no special penalty is provided, is liable to a penalty of four hundred dollars.

## PART IX.

### MISCELLANEOUS.

Crown bound  
by Act.

**71** This Act binds the Crown.

Annual  
report.  
No. 4 of 1971,  
s. 16.

**72** As soon as practicable after the close of each financial year until all loans made and other moneys due to the Board under this Act have been repaid the Minister shall cause to be laid before either House of Parliament—

- (a) an account in such form as the Treasurer requires in respect of the Board's operations under this Act in that financial year; and
- (b) a report of the Board's administration of this Act during that year.

Exemption  
from stamp  
duty, &c.  
*Ibid.*, s. 17.

**73** An instrument made by the Board for the purposes of this Act is exempt from stamp duty and may be filed, recorded, or registered without payment of any fee.

Notices, &c.  
1 Edw. VIII  
and 1 Geo. VI  
No. 48, s. 68.

**74** Where a notice or other document is required by this Act to be sent, given, or delivered to any person, it is sufficient compliance with the requirement to send the notice or document by post to that person.

Regulations.  
*Ibid.*, s. 73.

**75** The Governor may make regulations for the purposes of this Act.

## THE FIRST SCHEDULE.

(Section 2.)

## AGREEMENT BETWEEN THE COMMONWEALTH AND THE STATES OF AUSTRALIA RELATING TO RURAL RECONSTRUCTION.

AN AGREEMENT made the fourth day of June One thousand nine hundred and seventy-one between—

THE COMMONWEALTH OF AUSTRALIA (in this agreement called “the Commonwealth”) of the first part,

THE STATE OF NEW SOUTH WALES of the second part,

THE STATE OF VICTORIA of the third part,

THE STATE OF QUEENSLAND of the fourth part,

THE STATE OF SOUTH AUSTRALIA of the fifth part,

THE STATE OF WESTERN AUSTRALIA of the sixth part,  
and

THE STATE OF TASMANIA of the seventh part.

WHEREAS—

- (a) the Commonwealth and the States recognize that there is need to provide assistance to persons engaged in rural industries throughout Australia in the interest of those industries and of Australia generally;
- (b) Ministers of the Commonwealth and of the States have agreed upon the Outline of Proposals for Rural Reconstruction set out in the Schedule to this agreement as constituting a Scheme under which assistance of various kinds could be provided;
- (c) the carrying out of the said Scheme is dependent upon financial assistance being granted by the Parliament of the Commonwealth to the States for that purpose;
- (d) the Parliament of the Commonwealth has authorized the execution of this agreement by and on behalf of the Commonwealth and the provision of financial assistance to the States as provided in this agreement:

NOW IT IS HEREBY AGREED as follows:

## I.—INTRODUCTORY

1.—(1.) This agreement shall, as between the Commonwealth and a State, come into force when it has been entered into by the Commonwealth and that State. Operation of Agreement.

(2.) Notwithstanding that all the States of New South Wales, Victoria, Queensland, South Australia, Western Australia and Tasmania are named as parties to this agreement, this agreement shall operate as an agreement between the Commonwealth and each State in respect of which it has come into force as fully and effectually as if the State or States in respect of which it has come into force were the only State or States named as a party or as parties to the agreement.

(3.) In this agreement, each State in respect of which the agreement has come into force is referred to as a “State”, and the expression “the States” means, except where the context otherwise requires, all of the States in respect of which for the time being the agreement is in force.

2. The Commonwealth will provide for or secure the performance by it and its authorities of the obligations of the Commonwealth under this agreement and each of the States will provide for or secure the performance by the State and its authorities and instrumentalities of the obligations of the State under this agreement. Performance of Agreement.

3.—(1.) In this agreement, unless the contrary intention appears— Interpretation.

“financial year” means a period of twelve months ending on the thirtieth day of June;

“the Authority” means, in relation to a State, the authority or authorities of the State that has or have the administration of the Scheme on behalf of the State and, in a case where there are more than one authority, refers, where the context requires reference to one authority, to the relevant authority of the State;

“ the Scheme ” means the Scheme to be established and operated by a State in accordance with clause 4 of this agreement;

“ the Treasurer ” means the Treasurer of the Commonwealth.

(2.) References in this agreement to a Minister of the Commonwealth or of a State shall include a reference to a Minister for the time being acting for or on behalf of the Minister referred to.

## II.—ADMINISTRATION OF SCHEME

State to operate Scheme.

4.—(1.) Each State will, by using the financial assistance provided by the Commonwealth in accordance with this agreement, establish and operate a scheme of financial assistance to persons engaged in rural industries in that State.

(2.) The Scheme shall consist of the forms of assistance described in, and shall be established and operated in conformity and in accordance with the general principles and the provisions set out in, the Outline of Proposals for Rural Reconstruction contained in the Schedule to this agreement, as amended at any time in pursuance of clause 10 of this agreement.

Components of Scheme.

5. For the purposes of this agreement the various forms of assistance under the Scheme are referred to as follows—

- (a) the assistance provided for in Part II of the Schedule—as debt reconstruction;
- (b) the assistance provided for in Part III of the Schedule—as farm build-up; and
- (c) the assistance provided for in Part IV of the Schedule—as rehabilitation.

Allocation of Financial Assistance.

6. Subject to the provisions expressly made by this agreement, the financial assistance provided by the Commonwealth under this agreement shall be allocated between the forms of assistance under the Scheme as the State considers appropriate but with the general objective that one half of the financial assistance made available over the period of four years as hereinafter provided will be applied to farm build-up.

Farmer Debt Adjustment Funds.

7. Where funds are available to a State from balances arising from the operation of the Commonwealth Loan (Farmers' Debt Adjustment) Act 1935, as amended, and are capable of being used for a form of assistance included in the Scheme, those funds shall be used by the State for that form of assistance before any financial assistance is provided by the Commonwealth under this agreement for that purpose.

Interest Rates under Scheme.

8. The rates of interest at which moneys are lent by the Authority of a State under the Scheme shall be—

- (a) for loans for debt reconstruction—at such rates as will average not less than four per centum per annum over all loans made; and
- (b) for loans for farm build-up—at not less than six and one quarter per centum per annum.

Administration Costs.

9. Each State will provide from its own budget the administrative costs incurred in and in connexion with the establishment and operation of the Scheme.

Amendment of the Schedule.

10.—(1.) The provisions of the Schedule to this agreement may be amended from time to time by agreements between the Ministers of the Commonwealth and of the States for the time being responsible for the administration of the Scheme.

(2.) Where so agreed between the Commonwealth Minister and the Minister or Ministers of the relevant State or States, the amendments to the provisions of the Schedule to this agreement may be made and take effect as between the Commonwealth and one or more of the States without affecting the operation of this agreement as between the Commonwealth and a State the Minister of which has not so agreed.

## III.—FINANCIAL ASSISTANCE

Provision of Financial Assistance.

11. Subject to, and to the performance by a State of, the provisions of this agreement, the Commonwealth will make available to the States for the purposes of the Scheme financial assistance amounting to One hundred

million dollars (\$100,000,000), or such lesser amount as may be allocated among the States under the next succeeding clause, over a period commencing on the date of this agreement and ending on the thirtieth day of June, 1975.

12.—(1.) Subject to sub-clauses (2.) and (3.) of this clause the financial assistance shall be allocated to the States as follows:

New South Wales	—	\$32,000,000
Victoria	—	\$22,070,000
Queensland	—	\$16,000,000
South Australia	—	\$12,000,000
Western Australia	—	\$14,630,000
Tasmania	—	\$3,300,000

Allocation of Financial Assistance between States.

(2.) The allocation of financial assistance provided for by sub-clause (1.) of this clause shall be varied from time to time in accordance with any agreement in respect of allocation of funds reached by the Commonwealth and the States upon a review under clause 24 of this agreement.

(3.) In the event that this agreement does not come into force or ceases to be in force in relation to one or more than one of all States, the amount of financial assistance that is allocated to that State or those States under the preceding sub-clauses of this clause may be allocated to the States in relation to which the agreement is in force to the extent and according to such allocation as is determined by the Commonwealth after consultation with the States.

13.—(1.) The Treasurer may, at such times and in such amounts as he thinks fit, make advances on account of the payments that may be made by the Commonwealth under clause 15 of this agreement.

(2.) An amount or part of an amount advanced by the Treasurer under this clause may be deducted by the Commonwealth from an amount that subsequently becomes payable under clause 15 of this agreement or, if no further amounts will become payable under that clause, shall be refunded by the State to the Commonwealth at the request of the Treasurer.

14. A State shall ensure that an amount, or any part of an amount, advanced to the State and not refunded under the last preceding clause is not used or applied except for the establishment or operation of the Scheme.

15. The Commonwealth shall, from time to time, at the request of a State and subject to the provisions of this agreement make payments to the State of the financial assistance to be provided to the State under this agreement in amounts equal to the expenditure incurred by the State (other than administrative expenses) in the establishment and operation of the Scheme.

16.—(1.) A State shall furnish to the Treasurer such documents and other evidence to justify the making of an advance under clause 13 of this agreement or in support of a request by the State for a payment to it by the Commonwealth under the last preceding clause as the Treasurer may from time to time reasonably request, whether the request by the Treasurer is made before or after the Commonwealth has made the advance or a payment pursuant to the request by the State.

(2.) Any statement of expenditure by a State furnished to the Treasurer in connexion with a request by the State for a payment under clause 15 of this agreement shall be certified by the Auditor-General of the State as to its correctness in accordance with the books and documents of the Authority.

17.—(1.) Interest at the rate of six per centum per annum shall accrue in respect of so much of each amount that has been advanced or paid to the State under this agreement as is repayable by the State under clause 18 of this agreement and has not for the time being been refunded or repaid to the Commonwealth, calculated from the date upon which the advance or payment was made by the Commonwealth.

(2.) Interest accrued under this clause prior to the date upon which interest becomes included in the payments provided for by the next succeeding clause shall be payable on the fifteenth day of January and the fifteenth day of July in each year.

Repayments  
by the State  
with interest.

18.—(1.) Subject to the provisions of the next succeeding clause, each State shall repay to the Commonwealth three quarters of each of the advances made to the State and not refunded under clause 13 of this agreement and of the payments made to the State under clause 15, together with interest referred to in sub-clause (2.) of this clause, by thirty-four equal half-yearly payments, the first payment to be made on the fifteenth day of July of the fourth financial year that wholly occurs after the advance or payment was made by the Commonwealth to the State and subsequent payments to be made on each fifteenth day of January and fifteenth day of July thereafter until the full amount of the repayment, including interest, has been paid.

(2.) The interest to be included in payments referred to in sub-clause (1.) of this clause shall be interest that will, in accordance with sub-clause (1.) of the last preceding clause, accrue in respect of the relevant advance or payment on and from the commencement of the fourth financial year that wholly occurs after the advance or payment was made by the Commonwealth.

Prepayments  
by the State.

19.—(1.) In addition to making payments in accordance with the last preceding clause, a State may on the fifteenth day of January or on the fifteenth day of July in any year, after having given to the Treasurer notice in writing of at least one month of its intention to do so, pay to the Commonwealth an amount that has been specified in the notice of the repayments that remain to be made by the State under that clause.

(2.) Interest at the rate of six per centum per annum shall accrue on amounts paid by a State in accordance with sub-clause (1.) of this clause, calculated from the date of payment and compounded with half-yearly rests on each fifteenth day of January and fifteenth day of July.

(3.) When on any fifteenth day of January or fifteenth day of July the payment by the State under the last preceding clause exceeds the amount by which the unrepaid balance of the total amount repayable under that clause together with interest accrued on that total amount up to and including that date exceeds the total of the amounts paid by the State to the Commonwealth in accordance with sub-clause (1.) of this clause together with interest accrued on those amounts up to and including that date under sub-clause (2.) of this clause, the State shall pay to the Commonwealth the amount of the second mentioned excess in lieu of the amount due under the last preceding clause and no further payments shall be required to be made by the State to the Commonwealth under that clause.

Financial  
Administration  
and  
Adjustments.

20.—(1.) Each State agrees to operate the Scheme in such a way that, taking into account its experience with other schemes of rural assistance and the normal expectations as to factors that affect farmers' incomes that are current at the date of this agreement, the amounts received by the Authority in the course of the operation of the Scheme could be reasonably expected to equal the payments of principal and interest which the State is required to make to the Commonwealth under this agreement.

(2.) Should a State certify that, without taking into account its administrative costs, it has incurred losses under the Scheme from circumstances beyond its control arising after the date of this agreement and disadvantageous compared with past experience and normal expectations as to factors that affect farmers' incomes referred to in sub-clause (1.) of this clause, the Commonwealth agrees to review the position with the State with a view to adjusting amounts payable to the Commonwealth by the State under this agreement to the extent of such losses.

(3.) The provisions of this agreement in relation to the times at which payments are to be made by the State to the Commonwealth and the amounts of the payments that are to be made may be varied in such manner as is agreed between the Commonwealth and the State upon a review carried out in accordance with sub-clause (2.) of this clause.

Financial  
Estimates.

21. A State shall prepare and furnish to the Treasurer not later than the thirtieth day of April in each year a statement or statements showing the estimated expenditure necessary to operate the Scheme during the next financial year and estimates of the amounts that the State will request the Commonwealth to pay to the State under this agreement during that financial year.

22.—(1.) The accounts, books, vouchers, documents and other records of a State relating to the operation of the Scheme shall be subject to audit by the Auditor-General of the State. Audit.

(2.) Until such time as the total amount of the financial assistance to a State has been provided by the Commonwealth and applied by the State in accordance with this agreement and supporting evidence to the satisfaction of the Treasurer in relation to all amounts advanced or paid by the Commonwealth has been furnished by the State, a report on the audits in respect of each financial year shall be furnished by the Auditor-General of the State to the Treasurer as soon as possible after the completion of the financial year.

23. Financial arrangements in connexion with the Scheme other than those provided for in this agreement shall be carried out as agreed from time to time between the Treasurer and the Treasurer of each State. Other  
Financial  
Arrangements.

#### IV.—GENERAL

24.—(1.) The operation of the Scheme in relation to all of the States will be reviewed from time to time as appropriate by the Commonwealth and the States in the light of experience in its administration. Review.

(2.) A review under sub-clause (1.) of this clause shall be carried out not later than the time necessary to enable to be brought into operation by the first day of July, 1972 any adjustments or amendments which may be agreed should be made to the Scheme in respect of—

- (a) the funds to be provided for the Scheme;
- (b) the allocation of funds between the States;
- (c) the provisions for losses (other than unforeseen losses) and write-offs available to the States under the Scheme;
- (d) the interest rates to be charged to borrowers; and
- (e) the proportion of the financial assistance applied to farm build-up.

25. The Authorities of the States and appropriate Commonwealth officers associated with the Scheme will meet together as appropriate and at least once in each year and exchange information on any matters pertinent to the Scheme. Exchange of  
Information.

#### THE SCHEDULE

##### RURAL RECONSTRUCTION—OUTLINE OF PROPOSALS

###### PART I—General Principles

- (a) No agricultural industry is excluded from the scheme (except for farm build-up cases eligible under the Marginal Dairy Farms Reconstruction Scheme). It has, however, been framed with the circumstances of the sheep and sheep/wheat industries primarily in mind. Where the particular circumstances of an agriculturalist in another industry are such that the scheme applies to his circumstances, it is open to him to apply. It is recognized that in respect of farm build-up the particular circumstances of some industries (e.g. apples, pears, dried vine fruits) may need additional special consideration.
- (b) The general principle to be applied is to distribute the available resources as widely as practicable, but the over-riding objective is to help restore to economic viability those farms and farmers with the capacity to maintain viability once achieved.
- (c) It is expected that each administering Authority will avail itself of the best available advice on agricultural technology and market prospects.
- (d) Companies will not be eligible for assistance unless the Authority, having considered the shareholdings and being satisfied that the shareholders are bona fide primary producers relying primarily on the income from the company for their livelihood, considers it appropriate to provide assistance.
- (e) In cases of assistance under the heading of debt reconstruction or by way of advances for carry-on expenses, plant, livestock and property development in farm build-up cases, it is an essential part of the scheme that adequate supervision of property management and the financial

affairs of the assisted farmer is maintained. If the Authority deems it necessary it may require that moneys receiveable on account of the property will be received by the Authority or its agent or a body nominated by the Authority, payments within the approved budgets being made through normal channels.

- (f) Repayment of advances made by the Authority and interest due thereon will be secured by the best and most appropriate security available, recognizing that this may involve ranking after existing securities.
- (g) A transfer of the property before advances made by the Authority are repaid will be permitted only with the consent of the Authority, which will upon transfer, or upon succession on the death of the borrower, have the right to review its arrangements in respect of the property.
- (h) The arrangements with the assisted farmer are subject to regular review by the Authority from time to time and are liable to termination in the event of the farmer ceasing to be personally in working occupation of the property, failing to observe his obligations and undertakings under the arrangements or in the event of the Authority arriving at the conclusion that for any reason he lacks prospects of successful occupation. Otherwise the arrangements shall be terminable when the Authority arrives at the conclusion that his prospects of successful occupation are no longer dependent on the extension of concessional finance. Upon termination of the arrangements, all debts will then become due and payable.

#### PART II—Debt Reconstruction

##### (1) Purpose

To assist a farmer who, although having sound prospects of long term viability, has used all his cash and credit resources and cannot meet his financial commitments.

##### (2) Tests of Eligibility

- (a) The applicant is unable to obtain finance to carry on from any other normal source and is thus in danger of losing property or other assets if not assisted under the scheme.
- (b) There is a reasonable prospect of successful operation with the assistance possible under the scheme, the prime requirement being ability to service commitments, and to reach the stage of commercial viability within a reasonable time.
- (c) Assistance is merited and the applicant's difficulties are not substantially due to circumstances within his control.

##### (3) Nature of Assistance

The assistance to be provided may encompass where necessary:

- (a) A re-arrangement and/or a composition of debts to allow more time for payment.
- (b) The negotiation of a concessional rate of interest for existing rates.
- (c) Advances of additional funds for carry-on expenses, livestock and further property development, at reasonable interest rates.
- (d) Where the State legislation so provides, a protection order against any creditor who has threatened action for debt, to apply while the application is under consideration and subject to such extensions as the administering Authority may from time to time determine.

##### (4) Method of Operation

- (a) A re-arrangement and/or composition may take the form of the Authority advancing money to pay-off in whole or in part the creditors (whether or not the debts have been written down by the creditors under (b) below) excluding the Crown. There may be an arrangement by the secured or unsecured creditors to postpone repayments of principal and to refrain from taking action against the debtor for a specified time. Composition arrangements require the agreement in writing of creditors.



- (b) The possibility of creditors, including the Crown, local authorities and public utilities being asked to defer or write-off part of their debts—possibly at a uniform rate but with due regard to priority of security—should be considered. Creditors should not be pressed to the extent that the availability of credit to rural industries is damaged.
- (c) Additional funds advanced for carry-on expenses, livestock and further property development will be strictly limited to the minimum which the Authority considers is required to enable the farmer to carry on and free himself from dependence on the Authority's assistance within the term of the advances made to him by the Authority.
- (d) In exceptional cases, advances for carry-on expenses and livestock may be made to a farmer who is not yet in immediate danger of losing property or other assets but who in the opinion of the Authority is likely to reach that position without such assistance, such cases being tested strictly against the remaining eligibility criteria.
- (e) The rate of interest payable on advances made by the Authority to pay off creditors and also advances made for carry-on expenses, livestock, plant and property development, will be decided by the Authority on the circumstances of the particular case. The Authority will have the right to review the interest rates on individual accounts at any time and should review the interest rates at regular intervals. The Authority will ensure that the average interest rate over all loans made will be not less than 4 per centum per annum.
- (f) Where protection orders apply it is desirable to establish a relationship with creditors such that the Authority is acting in combined interests of applicant and creditors, secured and unsecured.

#### (5) Limits

The Authority shall have discretion to determine:

- (a) The terms and conditions of any loan it may make up to a maximum repayment term of 20 years. In a number of cases an initial period of freedom from repayments of principal would be justifiable depending on the circumstances of the case and the interest rate to be charged.
- (b) The proportion of debts paid off by advances in any one case.
- (c) The total of advances which may be made by the Authority in any one case.

### PART III—Farm Build-Up

#### (1) Purpose

To supplement, without discouraging, the normal processes under which properties which are too small to be economic are amalgamated with an adjoining holding or are subdivided and the subdivided portions are added to adjoining holdings, or to assist a farmer with a property too small to be economic to purchase additional land to build up his property to at least economic size.

#### (2) Tests of Eligibility

- (a) The owner of the property to be purchased wishes to sell or accepts that he is obliged to sell.
- (b) The purchaser is unable to obtain the finance applied for from any other source.
- (c) The Authority is satisfied that the built-up property will be of sufficient size to offer sound prospects of long term commercial viability.
- (d) Where an application is made by an adjoining owner for assistance under the scheme to purchase an uneconomic property, but there is a possibility of sale of the property to another adjoining owner who does not require assistance under the scheme, assistance will be provided only if the applicant's property would be built-up from an uneconomic to an economic size.

- (e) The term "adjoining holding" includes a holding which is within a reasonable working distance of the holding under consideration where there is no impediment to the two holdings being worked as a single unit.

(3) Nature of Assistance

- (a) The provision to the purchaser of finance at an interest rate not less than 6½ per centum per annum to assist the purchase of an adjoining holding or part of an adjoining holding.
- (b) Grants at the discretion of the Authority to cover, in whole or in part, losses sustained in the disposal of assets included in the purchase price of the property, which are not useful for the built-up property.
- (c) Advances, at an interest rate of not less than 6½ per centum per annum, for carry-on expenses, plant, livestock, and property development in respect of the additional land where not available from other sources.

(4) Method of Operation

- (a) A property will not be purchased by the Authority at random, simply because it is uneconomic and the farmer intends to leave the industry; normally a property will be purchased only where arrangements have been made for an adjoining owner to take over the property or for the property to be subdivided and the subdivided parts added to adjoining properties.
- (b) It would however be appropriate for the Authority to take the initiative to encourage an adjoining owner to purchase an uneconomic farm where the Authority is aware that the owner of the uneconomic farm wishes to leave the industry; or accepts that he is obliged to leave the industry; this particularly applies where it is unlikely that the appropriate purchaser or purchasers will be able to purchase the additional land unless the Authority provides assistance for the purchase.
- (c) None of the foregoing would prevent the Authority from purchasing an uneconomic property in advance of arrangements having been made for the property to be added to an adjoining property or properties, where the programme of farm adjustment could not otherwise be achieved.
- (d) Since it is required that there must be reasonable prospects of successful operation of the built-up property, the Authority in considering the transfer price of land will have regard to its productivity value.
- (e) If the farmer is able to satisfy the conditions of eligibility under both schemes, a farmer assisted under the debt reconstruction scheme may also be assisted to acquire land to build up his farm to economic size.
- (f) Grants to cover losses on the write off of redundant assets will be kept to a minimum.
- (g) Where advances are made for carry-on expenses, plant, livestock and property development, the advances will be strictly limited to the minimum which the Authority considers is required to enable the farmer to carry on and free himself from dependence on the Authority's assistance within the term of the advances made to him by the Authority.
- (h) The rate of interest payable on advances made by the Authority under the farm build-up proposal will be set by the Authority, but will not be less than 6½ per centum per annum.
- (i) While any advances by the Authority in respect of a built-up property remain unpaid, the transfer of part of the built-up property will not be permitted if this would result in a property of a size too small to be economic.

(5) Limits

- (a) The term of a loan by the Authority and conditions of repayment of principal will be at the discretion of the Authority up to a maximum repayment term of 20 years. In a number of cases an initial period of freedom from repayments of principal would be justifiable, depending on the circumstances of the case and the interest rate to be charged.

- (b) The total of advances which may be made up by the Authority in any one case shall also be at its discretion.

#### PART IV—Rehabilitation

(1) Purpose

To provide limited assistance to those obliged to leave the industry where in the opinion of the Authority administering the scheme this is necessary to alleviate conditions of personal hardship.

(2) Conditions of Eligibility

- (a) The applicant's property must have been purchased by an adjoining owner who has been assisted under the farm build-up provisions to make the purchase or the applicant must have been unable to secure assistance under the debt reconstruction provisions because his property is assessed not to have sound prospects of long term commercial viability; and
- (b) Taking into account the financial position of the applicant after his property has been sold, he will suffer financial hardship which will be alleviated by assistance under these provisions.

(3) Nature of Assistance

A loan on such conditions as to interest rate, if any, and repayment as are determined by the Authority up to a maximum of \$1,000 in any one case.

(4) Method of Operation

The loans will be available at the discretion of the Authority administering the scheme.

IN WITNESS WHEREOF this agreement has been executed by the Parties as at the day and year first above-mentioned.

SIGNED for and on behalf of THE COMMON-WEALTH OF AUSTRALIA by the Right Honourable WILLIAM McMAHON, the Prime Minister of the Commonwealth, in the presence of—

*William McMahon*

*I. Grigg*

SIGNED for and on behalf of THE STATE OF NEW SOUTH WALES by the Honourable ROBIN WILLIAM ASKIN, the Premier of the State, in the presence of—

*R. W. Askin*

*G. M. Gray*

SIGNED for and on behalf of THE STATE OF VICTORIA by the Honourable SIR HENRY EDWARD BOLTE, the Premier of the State, in the presence of—

*Henry Bolte*

*J. M. Carter*

SIGNED for and on behalf of THE STATE OF QUEENSLAND by the Honourable JOHANNES BJELKE PETERSEN, the Premier of the State, in the presence of—

*Joh. Bjelke Petersen*

*Keith Spann*

SIGNED for and on behalf of THE STATE OF SOUTH AUSTRALIA by the Honourable DONALD ALLEN DUNSTAN, the Premier of the State, in the presence of—

*D. A. Dunstan*

*P. S. White*

SIGNED for and on behalf of THE STATE OF WESTERN AUSTRALIA by the Honourable JOHN TRESIZE TONKIN, the Premier of the State, in the presence of—

John T. Tonkin

W. S. Lennie

SIGNED for and on behalf of THE STATE OF TASMANIA by the Honourable WALTER ANGUS BETHUNE, the Premier of the State, in the presence of—

W. A. Bethune

B. Cowling

## THE SECOND SCHEDULE.

(Section 18.)

*Rural Reconstruction Act 1971.*

### PROTECTION CERTIFICATE.

THIS IS TO CERTIFY that [*the farmer*] of \_\_\_\_\_ is protected under the *Rural Reconstruction Act 1971* in respect of all debts contracted by him before the day of issue hereof [*or a debt owing by him to \_\_\_\_\_, of \_\_\_\_\_, for \_\_\_\_\_, [or under \_\_\_\_\_]] until the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.*

Issued by the Rural Reconstruction Board under its common seal at Hobart this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

The common seal of the Rural Reconstruction Board affixed in the presence of

A. B. \_\_\_\_\_, chairman [*or member*] and  
C. D. \_\_\_\_\_, member [*or secretary*].

L. S.

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## TRAFFIC.

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### No. 50 of 1971.

AN ACT to amend the *Traffic Act 1925*.

[28 October 1971.]

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:—

**1**—(1) This Act may be cited as the *Traffic Act 1971*.

(2) The *Traffic Act 1925*, as subsequently amended, is in this Act referred to as the Principal Act.

(3) This Act shall commence on a date to be fixed by proclamation and does not apply to offences committed before its commencement.