

(b) if water is supplied free for the special purpose, one hundred pounds,

but judgment for a penalty under this subsection is a bar to an indictment for stealing or attempting to steal water by means of the same opening in that pipe."

Amendments consequential on the *Local Government Act 1962*.

11 On the commencement of the *Local Government Act 1962* this Act is amended as set forth in the schedule.

THE SCHEDULE.

(Section 11.)

Section.	How amended.
2	In the definition of "the special Act"— (a) by omitting "1906" and substituting therefor "1962"; and (b) by omitting "Part XV" and substituting therefor "Division XXIV of Part XVI".
20	In paragraph (b) of subsection (1) by omitting "1935" and substituting therefor "1962".
53	By omitting "1906", twice occurring, and substituting therefor, in either case, "1962".
55	In subsection (2) by omitting "1906" and substituting therefor "1962".
56	In subsection (2) by omitting "subject to section two hundred and thirty-six of the <i>Local Government Act 1906</i> " and substituting therefor "charged on land under section seven hundred and sixty-five of the <i>Local Government Act 1962</i> ".

STATE SAVINGS BANK TRANSFER AGREEMENT.

No. 55 of 1963.

AN ACT to approve an agreement entered into between the Commonwealth Savings Bank of Australia and the State and to make provision for matters incidental thereto.

[1 November 1963.]

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

Short title.

1 This Act may be cited as the *State Savings Bank Transfer Agreement Act 1963*.

2 In this Act, unless the contrary intention appears—

Interpretation.

“agreement” means the agreement entered into between the bank and the State, a copy of which is set forth in the schedule;

“bank” means the Commonwealth Savings Bank of Australia.

3 The agreement is approved.

Approval of agreement.

4 The Treasurer may give such directions and do all such other acts and things as he may deem necessary or expedient for the purpose of carrying out or giving effect to the agreement on the part of the State.

Powers of Treasurer.

5 Any sum that may become payable by the State to the bank pursuant to, or by virtue of the operation of, the agreement or by reason of any direction given, or any other act, matter, or thing done, by the Treasurer pursuant to or for the purposes of the agreement shall be paid out of the Consolidated Revenue which, to the necessary extent, is appropriated accordingly.

Appropriation.

THE SCHEDULE.

(Section 2.)

THIS INDENTURE made the first day of April one thousand nine hundred and sixty-three BETWEEN COMMONWEALTH SAVINGS BANK OF AUSTRALIA (hereinafter referred to as the Savings Bank) of the one part and THE STATE OF TASMANIA (hereinafter referred to as the State) of the other part WHEREAS these presents are supplemental to an Indenture dated the nineteenth day of June one thousand nine hundred and thirteen (as varied by Indentures respectively dated the twenty-third day of December one thousand nine hundred and eighteen and the fourth day of January one thousand nine hundred and twenty-two) made between the Governor of the Commonwealth Bank of Australia of the one part and the Governor of the State of the other part whereby the Governor of the State transferred the business and liabilities of the then State Savings Bank of Tasmania to the Commonwealth Bank of Australia and the Governor of the said Bank accepted the same upon the terms and conditions in the hereinbefore firstly recited Indenture appearing and the business of the said State Savings Bank of Tasmania was thereupon amalgamated with the said Bank (which said Indenture as varied as aforesaid is hereinafter referred to as the Principal Indenture) AND WHEREAS by an Act of the Parliament of the Commonwealth of Australia cited as the Commonwealth Bank (Savings Bank) Act 1927 the Savings Bank was established as a body corporate with perpetual succession and a Common Seal and by the operation of the said Act the assets and liabilities of the Commonwealth Bank of Australia in respect of its savings bank business were transferred to the Savings Bank and the provisions of the Principal Indenture were made binding on the Savings Bank AND WHEREAS the Savings Bank and the State desire to vary the terms of the Principal Indenture in manner hereinafter appearing in order to give further and better effect to the Principal Indenture

NOW THIS INDENTURE WITNESSETH:—

1. That references in the Principal Indenture to the “Commonwealth Bank of Australia”, “Commonwealth Bank”, “the Bank” and “the Governor of the Bank” shall be deemed to be references to the Savings Bank.
2. That Clause 1 of the hereinbefore recited Indenture dated the fourth day of January one thousand nine hundred and twenty-two is hereby deleted, as from the first day of July one thousand nine hundred and sixty-two and that the liability of the Treasurer for any losses incurred by the Savings Bank before or in respect of any period prior to the first day of July one thousand nine hundred and sixty-two is hereby forgiven and cancelled.
3. That loans to the Treasurer made by the Savings Bank after the first day of July one thousand nine hundred and sixty-two pursuant to Clause 2 of the said Indenture dated the fourth day of January one thousand nine hundred and twenty-two shall provide for a repayment term of twenty years or such other periods as may mutually be agreed upon from time to time and shall bear interest at a rate one quarter of one per centum per annum below the per annum yield to maturity calculated to the nearest one sixteenth of one pound per centum payable on the longest term series of the public loan last floated in Australia by the Commonwealth Government prior to the respective dates on which the right of the Treasurer to borrow pursuant to the said Clause 2 arises.
4. That loans made on or before the thirtieth day of June one thousand nine hundred and sixty-two by the Savings Bank to the State pursuant to the provisions of the Principal Indenture and totalling an amount of approximately nine million six hundred thousand pounds (particulars of which said loans are set forth in the schedule hereto) shall be converted to twenty separate new loans each of four hundred and eighty thousand pounds and all bearing interest computed from the first day of July one thousand nine hundred and sixty-two at the rate of four pounds two shillings and six pence per centum per annum payable half-yearly on the first day of January and July commencing on the first day of January one thousand nine hundred and sixty-three. The principal moneys of one each of the said new loans shall be payable annually and successively over a period of twenty years, the first of the said loans to be repayable on first day of July one thousand nine hundred and sixty-three.
5. That the Savings Bank will on or before the respective dates of maturity of the loans referred to in Clauses 3 and 4 hereof unless in its opinion banking circumstances then make it impracticable so to do offer to renew such loans for a further period of fifteen years from dates of maturity such balances to carry interest calculated from such dates at a rate one quarter of one per centum per annum below the per annum yield to maturity calculated to the nearest one sixteenth of one pound per centum payable on the longest term series of the public loan last floated in Australia by the Commonwealth Government prior to the respective dates on which such renewals become effective.
6. That upon being notified of a quarterly increase in depositors' balances pursuant to Clause 4 of the said Indenture dated the fourth day of January one thousand nine hundred and twenty-two the Treasurer may at his option direct the Savings Bank in writing to retain an amount not exceeding one fifth of the said increase and to apply the amount so retained in making loans to such semi-government and local government authorities as before the end of the financial year in which the said notification is made are nominated by the Treasurer. Loans made by the Savings Bank to such authorities shall be on the same terms and conditions as the Savings Bank is then applying in respect of loans made by it to such authorities in the normal

course of its business and the total amount so lent shall be deducted from the borrowing entitlement of the Treasurer conferred by Clause 2 of the said Indenture. Any portion of the said one fifth of the increase in depositors' balances which is not the subject of a nomination by the Treasurer pursuant to this Clause may be availed of by the Treasurer pursuant to Clauses 2 and 4 of the said Indenture and in default thereof shall be retained by the Savings Bank and invested by it in the manner provided in Clause 4 of the said Indenture.

7. That the Savings Bank will apply in the State the same general lending policy as it applies from time to time in the other States of the Commonwealth.
8. That subject only to the variations and additions herein contained and such other alterations if any as may be necessary to make the Principal Indenture consistent with these presents the Principal Indenture shall remain in full force and effect and shall be read and construed and be enforceable as if the terms of these presents were inserted therein by way of addition or substitution as the case may be on the first day of July one thousand nine hundred and sixty-two.

IN WITNESS WHEREOF the parties to these presents have executed these presents the day and year first above written.

THE SCHEDULE HEREINBEFORE REFERRED TO.

Rate % p.a.	Maturity Date	Amount £
3½	15/10/63	42,000
3	15/12/63	239,000
3	15/ 6/67	379,000
3	15/ 6/69	200,000
3	15/ 6/70	931,000
3	15/ 9/72	879,000
4	15/ 8/74	571,000
4	15/ 4/75	41,000
3	15/ 6/75	1,572,000
4	15/ 7/75	506,000
4	15/10/75	243,000
3	15/ 7/77	238,000
3½	15/ 9/77	690,000
3½	15/ 6/79	550,000
3½	15/ 1/80	556,000
3½	15/ 6/81	896,000
3½	15/ 9/82	929,000
5	15/10/84	138,000

SIGNED SEALED AND DELIVERED by
Isaac Richard Norman General Manager of
the Commonwealth Savings Bank of Aus-
tralia for and on behalf of that Bank in the
presence of—

M. TEASDALE.

I. R. NORMAN.

SIGNED SEALED AND DELIVERED by
the Hon. Eric Elliott Reece Treasurer of
the State of Tasmania for and on behalf of
that State in the presence of—

K. J. BINNS.

ERIC REECE.

(L.S.)

WHEREAS the State Savings Bank Transfer Act 1912 empowers the Governor to enter into the within Agreement and whereas the Agreement has been executed on behalf of the State of Tasmania by the Treasurer Now His Excellency the Honourable Sir Stanley Charles Burbury, Knight Commander of the Most Excellent Order of the British

Empire, Administrator of the Government of the State of Tasmania and its Dependencies in the Commonwealth of Australia, acting with the advice of the Executive Council agrees and acknowledges and the parties to the said Agreement agree and acknowledge that for all purposes the Agreement shall be deemed to have been entered into on behalf of the State of Tasmania by the said His Excellency the Administrator.

Dated this 20th day of August 1963.

SIGNED SEALED AND DELIVERED by
the Honourable Sir Stanley Charles Burbury
for and on behalf of the State of Tasmania
in the presence of—

ERIC REECE.
F. J. CARTER.

S. C. BURBURY.

(L.S.)

SIGNED SEALED AND DELIVERED by
Isaac Richard Norman General Manager of
the Commonwealth Savings Bank of Aus-
tralia for and on behalf of that Bank in the
presence of—

M. TEASDALE.

I. R. NORMAN.

CHILD WELFARE.

No. 56 of 1963.

AN ACT to amend the *Child Welfare Act 1960*.
[1 November 1963.]

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

Short title
and citation.

1—(1) This Act may be cited as the *Child Welfare Act 1963*.

(2) The *Child Welfare Act 1960*, as subsequently amended,
is in this Act referred to as the Principal Act.

Interpre-
tation.

2 Section three of the Principal Act is amended by insert-
ing in subsection (1), after the definition of “child welfare
officer”, the following definition:—

“‘committal order’ means an order made under sub-
section (1A) of section twenty-three or subsection
(1) of section twenty-eight directing that a child
be committed to an institution;”.

Establish-
ment of
children's
courts.

3 Section thirteen of the Principal Act is amended by omit-
ting subsections (4) and (5) and substituting therefor the
following subsections:—

“(4) A children's court shall consist of one or
more of the special magistrates appointed for
that court, or a police magistrate, or a police
magistrate together with one or more of those
special magistrates.