



Western Australia

Fruit-Growing Reconstruction Scheme Act 1972

This Act was repealed by the *Agricultural Legislation Amendment and Repeal Act 1998* s. 26 (No. 9 of 1998) as at 4 Jul 1998 (see s. 2 and *Gazette* 3 Jul 1998 p. 3581).

Fruit-Growing Reconstruction Scheme Act 1972

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Fruit-Growing Reconstruction Scheme Act 1972

An Act to approve and give effect to an agreement between the Commonwealth and the State providing for the establishment and operation of a scheme of financial assistance to persons engaged in fruit-growing in the State; and for incidental purposes.

Be it enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and the Legislative Assembly of Western Australia, in this present Parliament assembled, and by the authority of the same, as follows: —

1. Short title

This Act may be cited as the *Fruit-growing Reconstruction Scheme Act 1972*.

2. Commencement

This Act shall come into operation on a date to be fixed by proclamation.¹

3. Definitions

In this Act unless the contrary intention appears —

“Agreement” means the agreement between the Commonwealth and the State a copy of which is set forth in the First Schedule to this Act as varied by the First Supplemental Agreement and the Second Supplemental Agreement;

“Authority” means The Rural Reconstruction Authority established under the *Rural Reconstruction Scheme Act 1971*;

“Fund” means the Fruit-growing Reconstruction Fund established under this Act;

“grower” means —

- (a) a natural person who being a resident of the State and an owner, lessee or occupier of land therein is personally engaged, otherwise than as an employee, in fruit-growing on that land, whether on his own account or under a share farming agreement; or
- (b) a personal representative of any such individual person, and includes a company to which assistance may be granted under the terms of The Schedule to the Agreement;

“Scheme” means the Fruit-growing Reconstruction Scheme mentioned in section 6 of this Act and referred to in clause 4 of the Agreement as a scheme of financial assistance to persons engaged in fruit-growing in the State;

“the First Supplemental Agreement” means the agreement between the Commonwealth and the State a copy of which is set forth in the Second Schedule to this Act;

“the Second Supplemental Agreement” means the agreement between the Commonwealth and the State a copy of which is set forth in the Third Schedule to this Act.

[Section 3 amended by No. 87 of 1973 s.3; No. 23 of 1975 s.2.]

4. Crown bound

This Act binds the Crown in right of the State.

5. Agreement approved

- (1) The Agreement is approved and the doing or performance of all such acts, matters or things as are necessary to give effect thereto is hereby authorized.
- (2) Without affecting the operation of subsection (1) of this section, all acts, matters and things that, by the Agreement, are agreed,

directed, authorized or permitted to be made, done or executed by or on behalf of the State, its authorities and instrumentalities or by the Minister or any other person specified therein, whether named as a party to the Agreement or not, are hereby sanctioned, authorized and confirmed.

5A. Execution of Supplemental Agreement approved

The execution of the First Supplemental Agreement on behalf of the State is approved.

[Section 5A inserted by No. 87 of 1973 s.4; amended by No. 23 of 1975 s.3.]

5B. Approval of Second Supplemental Agreement

The Second Supplemental Agreement is approved.

[Section 5B inserted by No. 23 of 1975 s.4.]

6. Fruit-growing Reconstruction Scheme

There shall be a Fruit-growing Reconstruction Scheme as provided for in the Agreement.

7. Administration of the Scheme

The Rural Reconstruction Authority shall administer the Scheme on behalf of the State as the Authority under the Agreement.

8. Functions and powers of the Authority

- (1) The function of the Authority under and for the purposes of this Act is to operate the Scheme and for that purpose the Authority has all such powers, rights and privileges as may be reasonably necessary to enable it to carry out that function.
- (2) The Authority may carry out, subject to the Agreement, such other functions as may be prescribed.

- (3) For the purposes of enabling the Authority to carry out its functions under this Act and to operate the Scheme, the provisions of sections 12, 13 and 14, and subsection (3) of section 15 of the *Rural Reconstruction Scheme Act 1971* shall be deemed to be incorporated in this Act, but so that any reference, however expressed, in those provisions to the *Rural Reconstruction Scheme Act 1971* or the Rural Reconstruction Scheme established by that Act shall be construed as a reference to this Act or the Scheme, as the case requires.

9. Fruit-growing Reconstruction Fund

- (1) For the purposes of this Act there shall be established in a special account in the Treasury, forming part of the Trust Fund constituted under section 9 of the *Financial Administration and Audit Act 1985*, a fund to be known as “the Fruit-growing Reconstruction Fund” and that fund shall, subject to such directions as may be given by the Minister, be administered and controlled by the Authority.
- (2) There shall be credited to the Fund —
- (a) the payments made by the Commonwealth to the State provided for in the Agreement;
 - (b) all moneys received from time to time for the repayment of advances made under the Scheme and interest from time to time paid on such advances; and
 - (c) all other payments that may be lawfully credited to the Fund.
- (3) There shall be charged to the Fund —
- (a) all moneys granted under the Scheme as financial assistance in whatever form to persons engaged in fruit-growing in the State; and
 - (b) all moneys that under the Agreement are to be repaid to the Commonwealth.

- (4) The Fund may be operated upon in such manner as the Authority by resolution from time to time determines.
- (5) Each payment charged to the Fund shall be authorised by prior resolution of the Authority or shall be submitted to the Authority for authorization at its next meeting.

[(6) *and (7) repealed*]

[Section 9 amended by No. 98 of 1985 Schedule 1; No. 49 of 1996 s.64.]

10. Application of *Financial Administration and Audit Act 1985*

- (1) The provisions of the *Financial Administration and Audit Act 1985* regulating the financial administration, audit and reporting of statutory authorities apply to and in respect of the Rural Adjustment and Finance Corporation of Western Australia and its operations under this Act.
- (2) The Rural Adjustment and Finance Corporation of Western Australia shall cause separate records and accounts to be maintained in respect of the Fruit-growing Reconstruction Fund.

[Section 10 inserted by No. 98 of 1985 Schedule 1.]

11. Application for assistance under the Scheme

- (1) A grower who considers himself eligible for financial assistance under the Scheme may apply to the Authority for such assistance.
- (2) Applicants shall apply to participate under the Scheme in such form and manner as the Authority requires.
- (3) The Authority may require any statement in such an application to be verified by statutory declaration.
- (4) The applicant, upon request in writing by the Authority, shall furnish such further information and such accounts, documents

and papers as the Authority may require for the purpose of considering the application.

- (5) Subject to the Agreement the Authority may —
- (a) grant the application on such conditions as are necessary to accord with The Schedule to the Agreement and on such additional conditions as it thinks fit; or
 - (b) refuse the application.
- (6) Without affecting the provisions of subsection (7) of this section, where the Authority proposes to grant financial assistance under the Scheme to a grower and it appears to the Authority that a mortgage has been granted over any land on which the grower is engaged in fruit growing, the Authority shall cause to be sent to the mortgagee a notice informing him that the Authority proposes to grant such financial assistance in respect of that land, and the Authority shall not grant the financial assistance within twenty-one days after the day on which it so caused the notice to be sent.
- (7) Where —
- (a) a grower has applied for assistance under the Scheme;
 - (b) any land on which the grower is engaged in fruit-growing is encumbered by a mortgage; and
 - (c) the mortgagee satisfies the Authority that it would be a breach of any covenant in or term or condition of the mortgage if the grower or any other person were to remove fruit trees standing on that land,

the Authority shall not grant financial assistance under the Scheme to the grower except with the prior consent of the mortgagee.

12. Security for advances

- (1) Repayment of advances made under the Scheme and interest thereon shall be secured in any manner which accords with The Schedule to the Agreement.
- (2) The security for the repayment of the advances and interest thereon referred to in subsection (1) of this section may be taken in favour of the Authority.

13. Cost of administration

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

14. False statements

- (1) A grower who wilfully makes any false statement or wilfully furnishes any false information —
 - (a) in connection with any application under this Act; or
 - (b) as to the amount or nature of any assets belonging to him or in regard to any debt due by him or any claim against him or his estate,

commits an offence.

Penalty: \$2 000.

- (2) A person who is knowingly concerned in the preparation of any such false statement, or in the furnishing of such false information commits an offence.

Penalty: \$2 000.

[Section 14 amended by No. 20 of 1989 s.3; No. 78 of 1995 s.147.]

15. Production of documents

- (1) A grower who has applied for assistance under the Scheme or a creditor of such grower shall upon request in writing by the Authority produce such documents, including any document of title, and furnish such information and such accounts as the Authority may require for the purposes of this Act.
- (2) Any grower or creditor to whom such a request is made who fails or refuses, without reasonable excuse, to comply with the request within the time specified therein commits an offence.
Penalty: \$2 000.

[Section 15 amended by No. 20 of 1989 s.3.]

16. Regulations

- (1) The Authority may, with the approval of the Governor make regulations not inconsistent with this Act prescribing all matters necessary or convenient to be prescribed for the carrying out of or giving effect to this Act and the Scheme, including prescribing fees to be paid in respect of anything done under this Act, the procedure to be adopted in regard to any application or proceeding under this Act and the duties and conduct of applicants for financial assistance under the Scheme, and for prescribing penalties not exceeding \$2 000 for offences against the regulations.
- (2) Any such regulation may confer upon a specified person or body a discretionary authority and may require any matter or thing to be verified by statutory declaration.

[Section 16 amended by No. 20 of 1989 s.3.]

THE SCHEDULES

1st Schedule

[Heading amended by No. 87 of 1973 s.5.]

AN AGREEMENT made 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 fruitgrowing 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 Fruitgrowing Reconstruction set out in the Schedule to this Agreement as constituting a Scheme under which assistance could be provided to assist in removing surplus trees;
- (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. Operation of Agreement

- (1) This Agreement, as between the Commonwealth and a State, shall come into force when it has been entered into by the Commonwealth and the State and, upon coming into force, shall, if the Commonwealth and the State so agree, be deemed to have commenced on a date prior to its execution having been authorized as aforesaid but not, in any case, earlier than the fourteenth day of July, 1972.
- (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. Performance of Agreement

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.

3. Interpretation

- (1) In this Agreement, unless the contrary intention appears —

“**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 is 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; and

“**trees**” means fruit trees and includes grapevines.

- (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

4. State to operate Scheme

- (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 fruitgrowing industries in that State.
- (2) The Scheme shall consist of the 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 Fruitgrowing Reconstruction contained in the Schedule to this Agreement, as amended at any time in pursuance of clause 6 of this Agreement.

5. Administration Costs

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

6. Amendment of Schedule

- (1) The provisions of the Schedule to this Agreement may be amended from time to time by agreements between the Minister of the Commonwealth and the Ministers 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

7. Provision of Financial Assistance

Subject to, and to the performance by the State of, the provisions of this Agreement, the Commonwealth will make available to a State for the purposes of the Scheme out of a sum of Four Million six hundred thousand dollars (\$4,600,000) available to all the States, financial assistance consisting of amounts equal to amounts committed by the Authority in respect of applications by growers for assistance for removal of trees received by the Authority after the fourteenth day of July, 1972 and not later than the thirtieth day of June, 1973.

8. Total Financial Assistance to States

Notwithstanding anything contained in this Agreement, the Commonwealth shall not be obliged to make payments of financial assistance to a State under this Agreement if the making of the payment would mean that payments by the Commonwealth under this Agreement would exceed in total the said sum of Four million six hundred thousand dollars (\$4,600,000).

9. Advances

- (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 11 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 11 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.

10. Use of Advances

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.

11. Payments of Financial Assistance

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.

12. Supporting Financial Evidence

- (1) A State shall furnish to the Treasurer such documents and other evidence to justify the making of an advance under clause 9 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 11 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.

13. Repayments by States

A State shall repay to the Commonwealth amounts equal to any amounts received by the State by way of interest on, or in repayment of, loans made under the Scheme.

14. Audit

- (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.
- (2) A report on the audits of the operation of the Scheme shall be furnished by the Auditor-General of the State to the Treasurer as soon as possible after the completion of the audits.

IV — GENERAL

15. Rural Reconstruction Agreement

- (1) The provision of assistance under the Scheme will not preclude the person who receives the assistance from also receiving assistance under the Rural Reconstruction Scheme to the extent the person is eligible for that assistance.
- (2) Where a person has applied for assistance under both Schemes, the provisions of the Rural Reconstruction Scheme will not operate to prevent the Authority negotiating with the applicant and the creditors of the applicant to take over the property, remove all the trees and dispose of the land, whether under the farm

build-up provisions of that Scheme or otherwise, and in that event —

- (a) the net amount that may be brought to account as expenditure for the purposes of clause 15 of the Rural Reconstruction Agreement will not exceed —
 - (i) the amount of finance provided under that Scheme to an incoming purchaser of the cleared land; or
 - (ii) the amount by which the sum of the costs of clearing and the purchase price paid to the out-going farmer exceeds the sum of the tree removal assistance and the incoming purchaser's cash deposit,
whichever is the lesser amount; and
- (b) the amount of the tree removal assistance may be less than but will not be greater than the amount that would have been provided if the farmer were responsible for removing the trees.
- (3) In this clause “the Rural Reconstruction Agreement” means the Agreement entered into by the Commonwealth in pursuance of the *States Grants (Rural Reconstruction) Act 1971* and references to “the Rural Reconstruction Scheme” refer to the scheme of financial assistance being operated by the relevant State in accordance with that Agreement.

16. Review

- (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.
- (2) A review under sub-clause (1) of this clause shall be carried out early in February, 1973.

17. Supply of Information

The State Authorities will supply to the Commonwealth from time to time such information regarding the operation of the Scheme as may be reasonably requested by the Commonwealth, and will participate in periodic reviews of the effectiveness of the Scheme.

THE SCHEDULE

FRUITGROWING RECONSTRUCTION — OUTLINE OF PROPOSALS

Part I — Eligibility for Assistance

- 1.1 A fruitgrowing industry will qualify for financial assistance under the Scheme —
 - (a) if there is generally accepted to be a period of at least five years between planting of its trees and the trees reaching the stage of full bearing;
 - (b) if its trees are generally accepted as having a commercial bearing life

- of at least ten years after the commencement of full bearing; and
- (c) if the Commonwealth and the States agree that there is a chronic over-supply of the commodity produced from its trees,
- and shall be so qualified during such time as the Commonwealth and the State are agreed that sub-paragraph (c) continues to apply.
- 1.2. The canning peach and canning pear and fresh apple and fresh pear industries shall be regarded as having qualified for financial assistance as from the commencement of the Scheme.
- 1.3. A grower will be eligible to apply for assistance under the Scheme if the Authority is satisfied that the number of trees which the grower has, of the kind that qualified for assistance, constitutes a commercial operation and either —
- (a) the grower is predominantly a horticulturist who is in severe financial difficulties and intends to clear-fell his orchard and leave the fruit-growing industry; or
- (b) the grower does not have adequate resources to withstand the short term effects on his economic viability of removing the trees without assistance, the surplus of the horticultural commodity concerned is threatening the long term viability of his property, and in the opinion of the Authority the enterprise has sound prospects of long term commercial viability after removal of the surplus trees and taking into account other potential use of the land.
- 1.4. 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 and that the shareholders are in the financial position described in sub-paragraph (a) or (b) of the last preceding paragraph, considers it appropriate to provide assistance.
- 1.5. Whether an eligible grower is to receive assistance under the Scheme will be determined by the Authority upon consideration of the relevant application and following an inspection of the property to ensure that the grower is eligible and to assess the level of assistance that may be determined, but the Authority shall not be required to provide assistance in any case.

Part II — Assistance

- 2.1. The actual rate of assistance provided in each case will be determined, relative to the maximum rate, by the Authority, taking into account yield of the trees per acre, age, condition and variety, market access and other circumstances of the individual case deemed relevant by the Authority, including whether it is necessary for a composition of creditors to be arranged and for the rural reconstruction authority to take over the property.
- 2.2. The maximum rate of assistance will be \$500 per acre for canning peaches and canning pears and \$350 per acre for fresh apples and fresh pears.

- 2.3 The Authority will administer the Scheme so that the average rate of assistance does not exceed \$350 per acre for canning peaches and canning pears and \$200 per acre for fresh apples and fresh pears, respectively.
- 2.4 Maximum rates of assistance and maxima for average rates of assistance will be agreed between the Commonwealth and the States in respect of any other products to which assistance under the Scheme is accorded.
- 2.5 Financial assistance shall be allocated among qualifying fruitgrowing industries as from time to time agreed between the States and the Commonwealth, but the initial objective is that \$2.3 million will be applied for the removal of canning peach and canning pear trees and \$2.3 million for the removal of fresh apple and fresh pear trees. This allocation will be reviewed in the event that the Scheme is extended to other fruit-growing industries.

Part III — Conditions

- 3.1 A grower will be entitled to receive assistance payments only if the relevant trees are removed before a date specified by the Authority when approving the application. In any case, no assistance will be paid in respect of trees removed after 31st October, 1973.
- 3.2 It will be a condition of any assistance granted under the Scheme that the recipient undertakes not to plant within five years from receipt of the assistance any trees which may be specified by the Authority during that period, other than replacement trees as provided for under the next succeeding paragraph.
- 3.3 A grower who has been assisted under the Scheme to remove part of an orchard will not be in breach of the undertaking referred to in the last preceding paragraph by reason only of having planted trees in replacement of trees removed without assistance after the grower has been assisted, provided the number of specified trees the grower has at any one time does not exceed the number of specified trees the grower has immediately after the completion of the removal of trees with assistance under the Scheme.
- 3.4 The Commonwealth and the States will agree on which trees will be specified from time to time for the purposes of paragraph 3.2 above.
- 3.5 Assistance under the Scheme will be provided in the form of a loan bearing interest at such a rate as the Authority may determine, but the interest shall not be payable so long as the recipient observes the undertaking referred to in paragraph 3.2 above.
- 3.6 In the event that the recipient of the assistance breaches the undertaking referred to in paragraph 3.2 above the loan made to him and all interest that has accrued thereon become payable in full immediately.
- 3.7 Where the recipient observes the undertaking referred to in paragraph 3.2 above for the full period of five years the loan is not repayable and all interest will be rebated.

- 3.8 The Authority shall ensure that an encumbrance is taken over the title to the land in respect of which assistance is provided under the Scheme to secure the observance of the undertaking referred to in paragraph 3.2 above and payment in the event of breach of the undertaking as referred to in paragraph 3.6 above.
- 3.9 The Authority will use its best endeavours to secure repayment of the loan and payment of interest in accordance with paragraph 3.6 above by enforcement of the obligation of the recipient of the assistance or by exercise of its rights under the security, or both, as appropriate.
- 3.10 A transfer of the property in respect of which assistance has been provided will not be permitted until the recipient is not liable for the repayment of the loan and payment of interest except with the consent of the Authority, which will upon transfer, or upon succession on the death of the recipient, have the right to review its arrangements in respect of the property.
- 3.11 The Authority may attach such additional conditions to the provision of assistance as it sees fit.

2nd Schedule

THIS AGREEMENT made the day of One thousand nine hundred and seventy between —

THE COMMONWEALTH OF AUSTRALIA 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

is supplemental to the agreement in relation to the provision of financial assistance for persons engaged in fruit-growing industries throughout Australia (in this Agreement called “the Principal Agreement”) that was approved by the *States Grants (Fruit-growing Reconstruction) Act 1972* and was made between the Commonwealth and all the States the second day of November 1972.

WHEREAS —

- (a) the Principal Agreement is deemed to have commenced as between the Commonwealth and each State on the fourteenth day of July 1972;
- (b) the Commonwealth and the States are desirous of extending the financial assistance to be provided under the Principal Agreement and of varying certain of the provisions of the Principal Agreement;
- (c) the Parliament of the Commonwealth will be requested to approve this Agreement and to authorise the grant of financial assistance to the States in accordance with the provisions of the Principal Agreement as varied by this Agreement.

NOW IT IS HEREBY AGREED as follows —

1. Approval of Agreement

This Agreement shall have no force or effect and shall not be binding upon any party until it has been approved by the Parliament of the Commonwealth.

2. Commencement of Agreement

Upon being approved by the Parliament of the Commonwealth, this Agreement shall be deemed to have come into force and to have commenced on the first day of July 1973, so that the Principal Agreement shall be regarded as having been varied on that date and as providing for and giving affect to acts done on and from that date as if it had been so varied.

3. Construction and Operation of Agreements

- (1) In this Agreement, each State that is a party is referred to as a “State”, and the expression “the States” means, except where the context otherwise requires, all of the States that are for the time being parties.
- (2) The Principal Agreement as varied by this Agreement shall be construed as if this Agreement were incorporated in and formed part of the Principal Agreement and so that, except where the context otherwise requires, references in the Principal Agreement to that Agreement were references to that Agreement as varied by and incorporating the provisions of this Agreement.
- (3) Except where the contrary intention appears, expressions used in this Agreement that are expressions to which meanings are attributed in the Principal Agreement have in this Agreement the respective meanings so attributed to them.

4. Extension of Financial Assistance

Clause 7 of the Principal Agreement is amended by deleting the date “the thirtieth day of June, 1973” and inserting in its place the date “the thirtieth day of June, 1974”.

5. Amendments of the Schedule

- (1) The Schedule to the Principal Agreement is amended as follows —
 - (a) by adding to paragraph 1.2 the following sentence —

The canning apricot industry shall be regarded as having qualified for financial assistance as from 16 March 1973.
 - (b) by rewording paragraph 2.2 to read as follows —

2.2 The maximum rate of assistance will be \$500 per acre for canning peaches, canning pears and canning apricots and \$350 per acre for fresh apples and fresh pears.
 - (c) by rewording paragraph 2.3 to read as follows —

2.3 The Authority will administer the Scheme so that the average rate of assistance does not exceed \$350 per acre for canning peaches, canning pears and canning apricots and \$250 per acre for fresh apples and fresh pears, respectively.
 - (d) by deleting from paragraph 2.5 the words “canning peach and canning pear” and inserting in their place the words “canning peach, canning pear and canning apricot”;
 - (e) by deleting from paragraph 3.1 the date “31 October, 1973” and inserting in its place “31 October, 1974”;
 - (f) by adding to paragraph 3.1 the following further sentence —

Where the application was made prior to 1 July, 1973, but assistance has not been paid due to failure by the applicant to proceed and in the opinion of the Authority the applicant is

responsible for such failure, the application shall be deemed to have lapsed and no financial assistance will be provided under the Scheme in respect of the removal at any time of the trees that are the subject of the application.

- (2) The amendments made by subclause (1) of this clause shall be deemed to have taken effect as follows —
- (a) the amendment made by paragraph (a) — on 16 March, 1973;
 - (b) the amendment made by paragraph (b) — as from 16 March, 1973;
 - (c) the amendment made by paragraph (c) in respect of fresh apples and fresh pears — as from the commencement of the Scheme;
 - (d) the amendment made by paragraph (c) in respect of canning apricots - as from 16 March, 1973;
 - (e) the amendment made by paragraph (d) — as from the commencement of the Principal Agreement;
 - (f) the amendments made by paragraphs (e) and (f) — on the coming into force of this Agreement.

6. Confirmation and Title of Agreement

The Principal Agreement except in so far as its provisions are varied by this Agreement, is confirmed and, as so varied, shall be known as “the 1972-1973 Fruit-Growing Reconstruction Agreement”.

[Second Schedule inserted by No. 87 of 1973 s.6.]

3rd Schedule

THIS AGREEMENT is made the second day of December One thousand nine hundred and seventy-four between —

THE COMMONWEALTH OF AUSTRALIA 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

and is a further supplemental agreement to the agreement in relation to the provision of financial assistance for persons engaged in fruit-growing industries throughout Australia known as the 1972-1973 Fruit-Growing Reconstruction Agreement and constituted by the agreement that was approved by the States Grants (Fruit-growing Reconstruction) Act, 1972 and was made the second day of November, 1972 as varied by the agreement that was approved by the States Grants (Fruit-growing Reconstruction) Act, 1973 and was made the twenty-fourth day of November, 1973 (which agreements are in this agreement respectively referred to as “the Principal Agreement” and “the First Supplemental Agreement” and together as “the Revised Agreement”).

WHEREAS —

- (A) the parties are desirous of extending further the financial assistance to be provided under the Revised Agreement and of varying certain of the provisions of the Revised Agreement; and
- (B) the Australian Parliament will be requested to approve this agreement and to authorize the grant of financial assistance to the States in accordance with the provisions of the Revised Agreement as varied by this agreement:

NOW IT IS HEREBY AGREED as follows —

1. Approval of Agreement

This agreement shall have no force or effect and shall not be binding upon any party until it has been approved by the Australian Parliament.

2. Commencement of Agreement

Upon being approved by the Australian Parliament this agreement shall be deemed to have commenced on the first day of July, 1974 so that the Revised Agreement shall be regarded as having been varied on that date and as providing for and giving effect to acts done on and from that date as if it had been so varied.

3. Operation of Agreement

The Revised Agreement as varied by this agreement shall be construed as if

this agreement were incorporated in and formed part of the Revised Agreement and so that, except where the context otherwise requires, references in the Revised Agreement to the Principal Agreement or to the Principal Agreement as varied by the First Supplemental Agreement were references to the Revised Agreement as varied by and incorporating the provisions of this agreement.

4. Interpretation

Except where the contrary intention appears, expressions used in this agreement that are expressions to which meanings are attributed in the Principal Agreement have in this agreement the respective meaning so attributed to them.

5. Extension of financial assistance

Clause 7 of the Principal Agreement as varied by the First Supplemental Agreement is varied by deleting the date “the thirtieth day of June, 1974” and inserting in its place the date “the thirty-first day of December, 1975”.

6. Amendments of Schedule

(1) The Schedule to the Principal Agreement is amended as follows: —

(a) by deleting from paragraph 3.1 as varied by the First Supplemental Agreement the date “31 October 1974” and inserting in its place the date “30 June 1976”;

(b) by deleting from paragraph 3.1 the sentence that was added by paragraph (f) of subclause 5(1) of the First Supplemental Agreement.

(2) The amendment made paragraph (b) of subclause (1) of this clause shall be deemed to have taken effect on the fifth day of April, 1974.

7. Confirmation and Title of Agreement

The Revised Agreement as varied by this agreement is confirmed and, as so varied, shall be known as “the 1972-1974 Fruit-growing Reconstruction Agreement”.

[Third Schedule inserted by No. 23 of 1975 s.5.]

Notes

- ^{1.} This is a compilation of the *Fruit-growing Reconstruction Scheme Act 1972* and includes all amendments effected by the other Acts referred to in the following Table.

Compilation table

Short title	Number and year	Assent	Commencement
<i>Fruit-growing Reconstruction Scheme Act 1972</i>	99 of 1972	6 Dec 1972	7 Mar 1974 (see <i>Gazette</i> 7 Mar 1974 p.734)
	87 of 1973	21 Dec 1973	8 Feb 1974 (see <i>Gazette</i> 8 Feb 1974 p.311)
	23 of 1975	13 May 1975	13 May 1975
	98 of 1985	4 Dec 1985	1 Jul 1986 (see <i>Gazette</i> 30 Jun 1986 p.2255)
	20 of 1989	1 Dec 1989	15 Dec 1989 (see <i>Gazette</i> 15 Dec 1989 p.4513)
<i>Sentencing (Consequential Provisions) Act 1995, section 147</i>	78 of 1995	16 Jan 1996	4 Nov 1996 (see section 2 and <i>Gazette</i> 25 Oct 1996 p.5632)
<i>Financial Legislation Amendment Act 1996, section 64</i>	49 of 1996	25 Oct 1996	25 Oct 1996 (see section 2 (1))
<i>This Act was repealed by the Agricultural Legislation Amendment and Repeal Act 1998 s. 26 (No. 9 of 1998) as at 4 Jul 1998 (see s. 2 and Gazette 3 Jul 1998 p. 3581)</i>			