

SOUTH AUSTRALIA

COMMONWEALTH AND STATE HOUSING SUPPLEMENTAL AGREEMENT ACT, 1954

SUMMARY OF PROVISIONS

1. Short title
2. Power of Treasurer to execute agreement

SCHEDULE

**COMMONWEALTH AND STATE HOUSING SUPPLEMENTAL
AGREEMENT ACT, 1954**

being

Commonwealth and State Housing Supplemental Agreement Act, 1954,
No. 52 of 1954 [Assented to 23 December 1954]

An Act to authorize the Treasurer to enter into an agreement with the Commonwealth and other States of Australia for the amendment of the Commonwealth and State Housing Agreement.

BE IT ENACTED by the Governor of the State of South Australia, with the advice and consent of the Parliament thereof, as follows:

Short title

1. This Act may be cited as the *Commonwealth and State Housing Supplemental Agreement Act, 1954*.

Power of Treasurer to execute agreement

2. The Treasurer, on behalf of the State, may enter into, execute and cause to be carried out an agreement with the Commonwealth and with other States of Australia in the form of or substantially in accordance with the agreement set out in the schedule to this Act.

SCHEDULE

AGREEMENT FOR AMENDMENT OF THE COMMONWEALTH AND
STATE HOUSING AGREEMENT

AN AGREEMENT made the day of one thousand nine hundred and fifty—
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 and THE STATE OF WESTERN AUSTRALIA of the sixth part, and intended to be supplemental to the Agreement (in this Agreement called "the Principal Agreement") made on the nineteenth day of November, one thousand nine hundred and forty-five, between the Commonwealth and the States of New South Wales, Victoria, Queensland, South Australia, Western Australia and Tasmania and referred to as the Commonwealth and State Housing Agreement.

WHEREAS the Principal Agreement was authorized or approved by the Parliaments of the Commonwealth and of the said States:

AND WHEREAS in or about the month of August in the year one thousand nine hundred and fifty the State of Tasmania withdrew from the rental housing scheme referred to in the Principal Agreement and is no longer regarded as a party to the Principal Agreement:

AND WHEREAS it is provided by clause 14 of the Principal Agreement that a dwelling erected under the Principal Agreement may be sold by a State subject to the conditions contained in that clause, and that thereupon the State shall pay to the Commonwealth the full purchase price of the dwelling payable by the purchaser and the Principal Agreement shall as from the date of sale of a dwelling cease to apply to that dwelling:

AND WHEREAS it has been agreed between the parties to this Agreement that tenants of dwellings erected under the Principal Agreement may be allowed to purchase the dwellings on the terms and conditions set out in this Agreement, and that the Principal Agreement be amended accordingly:

NOW IT IS HEREBY AGREED as follows:—

1. (1) This Agreement is subject to approval by the Parliament of the Commonwealth.
 - (2) Notwithstanding that the States of New South Wales, Victoria, Queensland, South Australia and Western Australia are named as parties to this Agreement—
 - (a) the Agreement shall, in the event of the Parliament of one or more of those States failing to authorize or approve the Agreement, operate as an agreement between the Commonwealth and the State or States which authorize or approve the Agreement as fully and effectually as if the State or States so authorizing or approving the Agreement were the only State or States named as a party or parties to the Agreement and the State or States failing to authorize or approve the Agreement were not named as a party or parties to the Agreement; and
 - (b) the Agreement shall as between the Commonwealth and any State come into force upon being authorized or approved by the Parliaments of the Commonwealth and that State.
 - (3) In this Agreement, and in clause 14 of the Principal Agreement, as amended by this Agreement, each State which is named as a party to this Agreement and the Parliament of which shall authorize or approve this Agreement is referred to as a "State", and the expression "the States" shall mean, where the context so permits or requires, all of those States so authorizing or approving this Agreement.
2. The Commonwealth shall provide for or secure the execution by it and its instrumentalities of the obligations of the Commonwealth arising pursuant to this Agreement and each of the States shall provide for or secure the execution by that State and by its instrumentalities of the obligations of that State arising pursuant to this Agreement.
 3. Clause 6 of the Principal Agreement is amended—
 - (a) by omitting from sub-clause (2) the words "sub-clause (2) of"; and

4.

- (b) by omitting from sub-clause (3) the word "Each" and inserting in its stead the words "Subject to clause 14 of this Agreement, each".

4. Clause 14 of the Principal Agreement is omitted and the following clause inserted in its place:—

14. (1) A dwelling may be sold by a State at any time after its completion to the tenant of the dwelling on such terms and conditions, not inconsistent with this clause, as are prescribed or fixed by that State.

(2) The purchase price of a dwelling sold under this clause shall be fixed by the State.

(3) A dwelling sold under this clause, otherwise than for cash, to the tenant of the dwelling, not being an eligible person within the meaning of the *War Service Homes Act 1918-1954* (which expression in this Agreement includes the wife of an eligible person who is temporarily or permanently insane) obtaining an advance under that Act, shall be sold subject to the following terms and conditions:—

- (a) the minimum deposit shall be five per centum of the first Two thousand pounds of the purchase money plus ten per centum of the amount by which the purchase money exceeds Two thousand pounds;
- (b) the total repayments of principal (included in the annual amortization allowance mentioned in sub-paragraph (a) of paragraph 4 of the First Schedule to this Agreement) paid by the purchaser as the tenant of the dwelling up to the date of the sale, or such part thereof as is determined by the State, may be credited to the purchaser and may be regarded as part of the deposit, but the purchaser shall pay in cash by way of deposit not less than five per centum of the purchase price;
- (c) the rate of interest to be charged to a purchaser in respect of any purchase money owing to a State shall be Four pounds ten shillings per centum per annum or such other rate as may be agreed from time to time between the Treasurer of the Commonwealth and the Treasurer of the State;
- (d) the balance of purchase money remaining after payment of the cash deposit and crediting the purchaser with repayments of principal in accordance with paragraph (b) of this sub-clause shall not exceed Two thousand seven hundred and fifty pounds; and
- (e) the period of repayment of the balance of purchase money shall not exceed forty-five years.

(4) In respect of a dwelling which is sold for cash, a State shall pay to the Commonwealth forthwith the capital cost of the dwelling ascertained in accordance with the First Schedule to this Agreement, less the total repayments of principal (included in the annual amortization allowance mentioned in sub-paragraph (a) of paragraph 4 of the First Schedule to this Agreement) in respect of the dwelling up to the date of sale.

(5) Where the tenant of a dwelling is an eligible person within the meaning of the *War Service Homes Act 1918-1954* who desires to purchase the dwelling from the Director of War Service Homes (in this clause called "the Director") in pursuance of that Act, or to obtain an advance under that Act to enable him to purchase the dwelling, the State may, if requested so to do by the Director, sell the dwelling to the Director or to that eligible person, in which event no amount of money shall be payable to the State by the Director or the eligible person, as the case may be, but the State shall transfer to the Director or the eligible person, as the case may be, an unencumbered estate in fee simple in the land on which the dwelling is erected and the amount of the State's indebtedness to the Commonwealth under the sub-clause (2) of clause 6 of this Agreement shall be reduced by the amount of the purchase price of the dwelling less the repayments of principal credited to the purchaser in accordance with paragraph (b) of sub-clause (3) of this clause.

(6) Where a State sells a dwelling under this clause, otherwise than for cash, not being a dwelling sold in accordance with sub-clause (5) of this clause—

- (a) the State will pay to the Commonwealth the cash deposit received from the purchaser; and
- (b) the State will pay to the Commonwealth the capital cost of the dwelling ascertained in accordance with the First Schedule to this Agreement, less—
 - (i) the total repayments of principal (included in the annual amortization allowance mentioned in sub-paragraph (a) of paragraph 4 of the First Schedule to this Agreement) in respect of the dwelling up to the date of sale; and

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- (ii) the cash deposit paid by the State to the Commonwealth under the last preceding paragraph and interest thereon, computed from the date of sale, by equal annual instalments of principal and interest over a period of forty-five years or such less period as may be agreed between the Treasurer of the Commonwealth and the Treasurer of the State.

(7) The rate of interest payable by the State to the Commonwealth under the last preceding sub-clause in respect of a dwelling sold shall be the rate charged by the Commonwealth pursuant to clause 6 of this Agreement in respect of advances at the date on which the construction of that dwelling was completed, or such other rate as may be agreed between the Treasurer of the Commonwealth and the Treasurer of the State, but the rate of interest payable in respect of a dwelling the construction of which is or was completed on or before the 30th day of June, 1955, shall not exceed that charged as aforesaid on the 1st day of July, 1954.

(8) As from the date of sale, this Agreement, other than this clause, shall cease to apply to a dwelling sold under this clause.

(9) The accounting arrangements under which payments due by a State to the Commonwealth under this clause shall be made shall be as agreed from time to time between the Treasurer of the Commonwealth and the Treasurer of that State.

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

SIGNED SEALED AND DELIVERED by The Right }
Honourable ROBERT GORDON MENZIES Prime }
Minister of the Commonwealth for and on }
behalf of the Commonwealth in the presence of— }

SIGNED SEALED AND DELIVERED by The Honourable }
JOHN JOSEPH CAHILL Premier of the State of }
New South Wales for and on behalf of that }
State in the presence of— }

SIGNED SEALED AND DELIVERED by The Honourable }
JOHN CAIN Premier of the State of Victoria }
for and on behalf of that State in the }
presence of— }

SIGNED SEALED AND DELIVERED by The Honourable }
VINCENT CLAIR GAIR Premier of the State of }
Queensland for and on behalf of that State }
in the presence of— }

SIGNED SEALED AND DELIVERED by The Honourable }
THOMAS PLAYFORD Premier of the State of South }
Australia for and on behalf of that State in }
the presence of— }

SIGNED SEALED AND DELIVERED by The Honourable }
ALBERT REDVERS GEORGE HAWKE Premier of the }
State of Western Australia for and on behalf }
of that State in the presence of— }