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BEING

The Agreement entered into between the Prime Minister of the Commonwealth and the Premiers of the States of New South Wales, Victoria and South Australia respecting the River Murray and Lake Victoria and other waters on 9th September, 1914, as amended by subsequent agreements.*

AGREEMENT MADE THE NINTH DAY OF SEPTEMBER 1914 BETWEEN THE RIGHT HONOURABLE JOSEPH COOK PRIME MINISTER OF THE COMMONWEALTH OF AUSTRALIA FOR AND ON BEHALF OF THE COMMONWEALTH OF THE FIRST PART THE HONOURABLE WILLIAM ARTHUR HOLMAN PREMIER OF THE STATE OF NEW SOUTH WALES FOR AND ON BEHALF OF THAT STATE OF THE SECOND PART THE HONOURABLE SIR ALEXANDER JAMES PEACOCK K.C.M.G. PREMIER OF THE STATE OF VICTORIA FOR AND ON BEHALF OF THAT STATE OF THE THIRD PART AND THE HONOURABLE ARCHIBALD HENRY PEAKE PREMIER OF THE STATE OF SOUTH AUSTRALIA FOR AND ON BEHALF OF THAT STATE OF THE FOURTH PART.

WHEREAS certain resolutions have from time to time been agreed to and agreements entered into by the Premiers for the time being of the States of New South Wales Victoria and South Australia with regard to the River Murray and its tributaries including an agreement bearing date the eleventh day of November One thousand nine hundred and eight and an agreement relating to works therein described as the Lake Victoria Works and bearing date the fifth day of January One thousand nine hundred and twelve none of which agreements has been ratified by Parliament:

AND WHEREAS at a Conference between the Prime Minister of the Commonwealth of Australia and the Premiers of the said States held on the seventh day of April One thousand nine hundred and fourteen certain resolutions were agreed to with a view to the economical use of the waters of the River Murray and its tributaries for irrigation and navigation and to the reconciling of the interests of the Commonwealth and the riparian States:

AND WHEREAS in order to carry into effect the last mentioned resolutions it is deemed desirable to enter into this Agreement:

* This Agreement, as amended, comprises the following Agreements:—

Date of Agreement	Date of Commencement
Agreement dated 9th September, 1914	31st January, 1917
Agreement dated 10th August, 1923	16th November, 1923
Agreement dated 23rd July, 1934	23rd November, 1934
Agreement dated 26th November, 1948	7th July, 1949
Agreement dated 2nd November, 1954	7th April, 1955
Agreement dated 11th September, 1958	12th December, 1958
Agreement dated 8th October, 1963	30th April, 1964
Agreement dated 26th February, 1970	30th March, 1972

Note: The Agreement as amended does not, as such, form part of any Act and is here printed for convenience of reference only. See also Agreement dated 8th October, 1963, contained in the schedule to the River Murray Waters Agreement Supplemental Agreement Act, 1963, and Agreement dated 26th February, 1970, contained in the schedule to the River Murray Waters (Dartmouth Reservoir) Act, 1971.

NOW IT IS HEREBY AGREED AS FOLLOWS:—

I. RATIFICATION AND ENFORCEMENT

Substitution
and ratifica-
tion.

1. This Agreement is substituted for the said recited agreements bearing date the eleventh day of November One thousand nine hundred and eight and the fifth day of January One thousand nine hundred and twelve respectively; and is subject to ratification by the Parliaments of the Commonwealth and of the States of New South Wales Victoria and South Australia; and shall come into effect when so ratified.

Submission to
Parliaments.

2. The Contracting Governments hereby agree to submit this Agreement for ratification to the respective Parliaments of the Commonwealth and of the said States during the present session of any such Parliament or if any such Parliament is not in session at the date of this Agreement then at the first session of such Parliament held after the date of this Agreement.

Contracting
Governments
to provide for
enforcement
of Agreement
and Acts.

3. Each of the Contracting Governments so far as its jurisdiction extends and so far as may be necessary shall provide for or secure the execution and enforcement of the provisions of this Agreement and any Acts ratifying the same.

II. THE COMMISSION

Appointment.

4. As soon as may be after the ratification of this Agreement a commission to be called "The River Murray Commission" (hereinafter called "the Commission") shall be appointed for the purposes of this Agreement and of the Acts ratifying the same and shall be charged with the duty of giving effect to this Agreement and the said Acts.

Constitution.

5. The Commission shall consist of four Commissioners of whom one shall be appointed by the Governor-General of the Commonwealth one by the Governor of New South Wales one by the Governor of Victoria and one by the Governor of South Australia. Each Commissioner shall be appointed for a term not exceeding five years and shall be eligible for re-appointment.

Quorum.
Cl. 6 amended
by Agreements
dated 10th
August,
1923, cl. 5;
8th October,
1963, cl. 5.

6. The four Commissioners shall be a quorum and the concurrence of all of them shall be necessary for the transaction of the business of the Commission except such business as the Commission may from time to time prescribe as formal. The Commission shall not prescribe as formal any business in which the interests of any two of the Contracting Governments are dissimilar. For the transaction of formal business three Commissioners shall be a quorum and the chairman shall have a deliberative vote and in the event of an equality of votes a casting vote also.

Formal
Business.

President.
Cl. 7
amended by
Agreement
dated 8th
October,
1963, cl. 6.

7. The Commissioner appointed by the Governor-General shall be the President of the Commission and shall have a deliberative vote but shall not have a casting vote except in the case of formal business or except as provided in subclause (8) of clause 51 of this Agreement.

Powers and
salary.

8. Subject as aforesaid the Commissioners shall have equal powers; and each Commissioner shall receive such salary as the Parliament of the Commonwealth or of the State which he represents shall determine.

Vacancies.

9. On any vacancy occurring in the office of President the Governor-General shall appoint a person to such vacant office and on any vacancy occurring in the office of a Commissioner other than the President the Governor of the State by whom the Commissioner whose office is vacant was appointed shall appoint a person to the vacant office.

10. In case of the illness suspension or absence of a Commissioner the Governor-General or the Governor of the State by whose Governor he was appointed (as the case may be) may appoint a person to act as Deputy-Commissioner during such illness suspension or absence; and such Deputy shall while so acting have all the powers and perform all the duties and be entitled to the indemnities of the Commissioner in whose stead he so acts.

Deputy Com-
missioners.

11. Each Contracting Government shall indemnify the Commissioner appointed by the Governor-General or the Governor of its State (as the case may be) in respect of any act done by him and of any losses costs or damages incurred by him in the *bona fide* execution of the powers vested in the Commission by or under this Agreement or any Act ratifying the same.

Indemnity of
Commissioner.

11A. (1) The Contracting Governments shall indemnify the officers and servants of the Commission in respect of any claims against them or any of them not occasioned by their negligence or wilful misconduct, arising out of the *bona fide* execution of their duties as officers and servants of the Commission.

Indemnity
of officers
and servants.
Cl. 11A
inserted by
Agreement
dated 26th
February,
1970, cl. 5.

(2) Any payments made pursuant to this clause shall be borne by the Contracting Governments in equal shares.

12. The Commission may from time to time appoint or employ such and so many officers and servants as it thinks fit and remove or dismiss them and may provide for the superannuation of such officers. All such officers and servants shall as such be subject to the sole control of the Commission.

Officers and
servants.
Cl. 12 amended
by Agreement
dated 26th
November,
1948, cl. 5.

13. Persons employed in the Public Service of a Contracting Government may and as far as practicable shall be so appointed or employed by the Commission which may arrange with a Contracting Government for the performance by a person employed in the Public Service of such Government of any work or services for the Commission and for any matters which may require to be adjusted with regard to the performance of or payment for such work or services by such person.

Employment
of officers in
Public Service.

14. The services of any such person may be made use of in part by the Commission and in part by the Contracting Government.

Officers'
services partly
used.

* * * * *

Cl. 15 omitted
by Agreement
dated 26th
February, 1970,
cl. 6.

* * * * *

Cl. 16 omitted
by Agreement
dated 26th
February,
1970, cl. 7.

17. The Commission shall cause proper minutes or records of all its proceedings to be kept.

Records of
proceedings.

18. It shall be the duty of the Commission to carry on an effective and uniform system of making and recording continuous gaugings—

Gaugings.

(a) of the main stream of the River Murray and of such of its tributaries within the boundaries of each of the States and at such points as the Commission deems necessary to determine the volume of the intake from the several portions of the drainage area the volume of flow at various points in the channels and the losses therefrom with their positions and modes of occurrence:

- (b) of all diversions whether natural or artificial or partly natural and partly artificial from the main stream of the River Murray and its tributaries.

But the Commission in lieu of making any such gaugings may accept any gaugings made and recorded by any Contracting Government.

Duties of the
Commission
as to—
(a) Deliveries
of water.

19. Subject to this Agreement and any Acts ratifying the same the Commission—

- I. may declare from time to time so far as may be necessary for giving effect to this Agreement and the said Acts the quantities of and times for and means of verification of all deliveries of water provided for in this Agreement:
- II. in declaring the quantities and times for deliveries of water shall have regard to the quantities and times most suitable and convenient for the purposes of this Agreement:

(b) Reports
and balance-
sheet.

Para. III
amended by
Agreements
dated 26th
November,
1948, cl. 6;
8th October,
1963, cl. 7.

- III. shall before the thirty-first day of October in each year prepare and forward to each of the Contracting Governments a report as to—

- (a) its proceedings during the twelve months ended on the thirtieth day of June then last past:
- (b) the operations carried on by it or under its orders and particularly as to the gauging of and all deliveries of water during such period:
- (c) the effect of the diversions to the said thirtieth day of June on the volume of the River Murray and its tributaries:
- (d) the scope and effect of all works in pursuance of this Agreement:
- (e) the names salaries allowances or wages positions and duties of officers or persons employed by it:
- (f) its receipts and expenditure during the said period:
- (g) its administration generally during the said period:
- (h) the condition of the catchment of the Hume Reservoir referred to in clause 20 of this agreement and any action taken by the commission under clause 28A thereof:

Subpara. (h)
inserted by
Agreement
dated 26th
November,
1948, cl. 6;
amended by
Agreement
dated 8th
October,
1963, cl. 7.

Para. IV
inserted by
Agreement
dated 26th
February,
1970, cl. 8.

- IV. shall when appropriate determine the time and manner of disposal of surplus assets acquired with funds made available by the Commission.

Delegation.
Cl. 19A
inserted by
Agreement
dated 26th
February,
1970, cl. 9.

19A. (1) The Commission may either generally or in relation to a matter or class of matters by resolution of the Commission delegate to the Commissioner or the Deputy Commissioner appointed by the Governor-General or an officer any of its powers under this Agreement (except this power of delegation).

(2) A delegation under this Agreement is revocable at will and no delegation prevents the exercise of any power by the Commission.

III. WORKS TO BE CONSTRUCTED

- 20.¹ The works to be provided for under this Agreement comprise—
- I. the provision of a storage on the upper River Murray (in this Agreement referred to as the "Hume Reservoir") with a capacity of approximately two and one-half million acre feet of water and with a roadway along the top of the containing dam;

Description of works.
Para. I amended by Agreement dated 23rd July, 1934, cl. 5; substituted by Agreements dated 26th November, 1948, cl. 7; 2nd November, 1954, cl. 5 (a); amended by Agreement dated 8th October, 1963, cl. 7.
 - II. the provision of a system of storage at Lake Victoria with inlet and outlet works that are of a size that will, in the opinion of the Contracting Governments, ensure the effectiveness of the system of storage in the regulation of the River Murray (including operations after the Dartmouth Reservoir has become effective for the purpose of this Agreement);

Para. II substituted by Agreement dated 26th November, 1948, cl. 7; amended by Agreement dated 26th February, 1970, cl. 10 (a).
 - IIa. the provision of a storage (in this Agreement referred to as "the Chowilla Reservoir") on the River Murray between Renmark and Wentworth with a capacity of approximately four and three-quarter million acre feet of water and with a roadway along the top of the containing dam (in this Agreement referred to as "the Chowilla Dam") and with provision for vessels drawing four feet six inches of water to pass;

Para. IIa inserted by Agreement dated 8th October, 1963, cl. 8.
 - IIb. the provision of a storage (in this Agreement referred to as "the Dartmouth Reservoir") on the Mitta Mitta River upstream of Dartmouth with an active capacity of approximately three million acre feet of water, at an estimated cost of Fifty-seven million dollars;

Para. IIb inserted by Agreement dated 26th February, 1970, cl. 10 (b).
 - III. the construction of a barrage in each of the following channels at the mouth of the River Murray, namely:—The Goolwa, Boundary Creek, Mundoo, Ewe Island and Tauwichee Island Channels;

Para. III substituted by Agreement dated 23rd July, 1934, cl. 5 (b).
 - IV. the construction of fourteen weirs or weirs and locks in the course of the River Murray from its mouth to Yarrawonga; and

Para. IV substituted by Agreement dated 23rd July, 1934, cl. 5 (b).
 - v. the construction of two weirs in the course of the River Murrumbidgee from its junction with the River Murray to Hay; and

Para. V inserted by Agreement dated 23rd July, 1934, cl. 5 (b).
 - VI. the construction or execution of such works or work on the River Murray between Tocumwal and Echuca and on the effluents of that river between those two points and on the River Murray between the Hume Reservoir and the upstream limit of the water impounded by Yarrawonga Weir as the Commission from time to time determines as necessary to prevent the loss of the regulated flow of the river.

Para. VI inserted by Agreement dated 2nd November, 1954, cl. 5 (b); amended by Agreement dated 26th February, 1970, cl. 10 (c).

¹ Clause 11 of Agreement dated 10th August, 1923, provides as follows:—

11. Notwithstanding anything contained in clause 32 of the Principal Agreement the Commonwealth Government agrees to increase to one quarter the proportion of the cost of carrying out the works mentioned in clause 20 of the Principal Agreement to be borne by the Commonwealth Government and for the purposes of clauses 34, 36 and 37 of the Principal Agreement the cost of carrying out the said works shall be deemed to be borne by the Contracting Governments in equal shares. The provisions of this clause are agreed to by the Commonwealth Government upon the understanding that it is the intention to carry out the Principal Agreement subject to such modifications thereof as are made by this Agreement or are at any time mutually agreed upon by all the Contracting Governments.

and

Clause 6 of Agreement dated 23rd July, 1934, provides as follows:—

6. The works to be provided for under clause 20 of the Principal Agreement as amended by this Agreement include such works of the kinds described in that clause as have been or are being constructed at the date of this Agreement.

Construction of Works.

Cl. 21 amended by Agreements dated 10th August, 1923, cl. 6; 23rd July, 1934, cl. 7; 26th February, 1970, cl. 11.

21. All of the works provided for in the next preceding clause to be constructed at places between the point of discharge of the River Murray into the Sea and Wentworth (excepting the weir and lock to be constructed on the River Murray below its junction with the River Darling by the Government of New South Wales or by the Government of Victoria or by both those Governments jointly) shall be constructed by the Government of South Australia. The works on the River Murrumbidgee shall be constructed by the Government of New South Wales. The works on the River Murray above its junction with the River Darling and one weir and lock below the said junction shall be constructed by the Governments of New South Wales and Victoria severally or jointly as may be mutually agreed upon by those Governments or as in default of such agreement may be determined by the Commission. The works for the Dartmouth Reservoir shall be constructed by the Government of Victoria.

Capacity of locks.

Cl. 22 amended by Agreements dated 23rd July, 1934, cl. 8; 8th October, 1963, cl. 9.

22. The locks aforesaid shall be so constructed as to provide at all times of the year for vessels drawing four feet six inches of water.

Preparation and submission of general scheme designs &c. for the approval of the Commission.

Cl. 23 amended by Agreements dated 23rd July, 1934, cl. 9; 8th October, 1963, cl. 7; 26th February, 1970, cl. 12.

23. The Governments of New South Wales Victoria and South Australia shall each as soon as practicable cause to be prepared and submitted to the Commission for its approval a general scheme of the works to be constructed by them respectively under this Agreement and before commencing the construction of any of such works shall cause to be prepared and submitted to the Commission for its approval the necessary designs specifications and estimates of such work.

The Commission may approve of any such general scheme and of any such designs specifications or estimates with or without alterations or additions or may from time to time refer the same for amendment to the Government submitting the same; and in considering the sites at which weirs or weirs and locks are to be constructed the Commission shall so far as practicable have regard to the suitability of the sites for the purpose also of affording convenient offtakes for irrigation requirements. The construction of the work shall be carried out in accordance with the designs and specifications so approved.

The Commission shall furnish information to the Contracting Governments in relation to the design and construction of any work estimated to cost more than Five hundred thousand dollars and work shall not proceed unless the Contracting Governments are satisfied that the design and construction of such work are in accordance with the purposes for which the work was proposed. For the purposes of this paragraph "design" means general design which illustrates the nature and extent of the work and "construction" implies construction in accordance with the said design.

The provisions of this clause so far as they relate to the approval by the Commission of designs specifications and estimates and sites shall not apply to any works mentioned in clause twenty hereof which have been commenced before this Agreement comes into effect nor shall the said provisions or the provisions of paragraph I of clause twenty hereof so far as they relate to the approval of a site or sites apply to any site or sites for the Hume Reservoir agreed upon by the Governments of New South Wales and Victoria before this Agreement comes into effect. Full particulars of any works so commenced and of any surveys made for any such site or sites (and

in the case of the Hume Reservoir whether agreed upon as aforesaid or not) and of the cost of such works and surveys shall as soon as may be after this Agreement comes into effect be furnished to the Commission by the Contracting Government or Governments by which the same have been so commenced or made.

24. The construction as provided by clause twenty-one of this Agreement both of the storage works and of the weirs or weirs and locks mentioned in clause twenty hereof shall be commenced by the Governments of the several States as soon as may be after this Agreement comes into effect and shall be continued without cessation (other than may be due to unavoidable causes) until all of the said storage works and weirs or weirs and locks are completed. However, completion of the construction of the Chowilla Reservoir shall be deferred until the Contracting Governments agree that the work shall proceed. Furthermore, in the case of any work for which the estimated cost at the time of approval exceeds Five hundred thousand dollars, if a revised estimated cost rises more than ten per centum above the estimated cost at the time the work was approved, the Commission shall forthwith notify the Contracting Governments accordingly and shall direct the Constructing Authority to suspend further work unless the Contracting Governments have within six months of the Commission's notification agreed to proceed.

Commence-
ment of works.
Cl. 24
amended by
Agreements
dated 23rd
July, 1934,
cl. 10; 26th
February,
1970, cl. 13.

24A. The construction of works provided for in this Agreement which will provide for the needs of irrigation shall have precedence over the construction of any such works which will be primarily for the requirements of navigation.

Precedence of
irrigation
works.
Cl. 24A
inserted by
Agreement
dated 10th
August,
1923, cl. 7.

25. (1) The Commission may from time to time declare that any of the works referred to in clause 20 of this Agreement have become ineffective for the purposes of this Agreement, whereupon the Commission may request a State Contracting Government to dismantle so much of those works as the Commission thinks fit.

Maintenance
of works.
Cl. 25
substituted by
Agreement
dated 8th
October,
1963, cl. 10.
Subcl. (1)
substituted by
Agreement
dated 26th
February,
1970, cl. 14.

(2) The Governments of New South Wales, Victoria and South Australia shall each maintain the works constructed by them respectively under this Agreement and keep the same effective for the purpose for which they were respectively designed, with the exception of those works declared to have become ineffective in accordance with this clause.

26. After any weir or weir and lock has been constructed under this Agreement across or in any river all necessary dredging and snagging upstream in the river (within the limits indicated by paragraph IV or V of clause twenty of this Agreement) to the distance to which the navigability of the river is affected by such weir or weir and lock shall be carried out by the Government by which it was constructed.

Dredging and
snagging.
Cl. 26
amended by
Agreement
dated 23rd
July,
1934, cl. 11.

27. The works constructed by any Government under this Agreement shall be operated and controlled by such Government in accordance with procedures laid down by the Commission; and such Government, in the case of a lock in a river the flow of which is regulated under this Agreement shall at all times (subject to clause fifty-one of this Agreement) maintain thereat a depth of water sufficient for navigation by vessels drawing four feet six inches of water and shall also collect any tolls prescribed for the use thereof for purposes of navigation.

Operation and
control of
works and
collection of
tolls.
Cl. 27
amended by
Agreements
dated 23rd
July, 1934,
cl. 12; 8th
October,
1963, cl. 9;
26th February,
1970, cl. 15.

Directions of
Commission.
Cl. 28
amended by
Agreement
dated 26th
February,
1970, cl. 16.

28. The Commission shall have full power to give directions to ensure the efficient construction and required performance of the works and to order and direct—

- I. the order in point of time of the construction of particular works being part of the works to be constructed by any of the State Governments;
- II. the rate of progress of works whether of construction or maintenance;
- III. the method and extent of maintenance of works;
- IV. if necessary what works shall be regarded as works of construction or of maintenance; and
- V. such acts and things as it considers necessary for ensuring the due observance of this Agreement;

and any such directions shall be carried out by the Constructing Authority. Furthermore, in the case of works estimated to cost more than Five hundred thousand dollars the Constructing Authority shall obtain the approval of the Commission for the acceptance of any tender exceeding Five hundred thousand dollars, and the approval of the Commission shall not be given without the approval of the Contracting Governments.

Protection of
catchment of
Hume Reservoir.
Cl. 28A
inserted by
Agreement
dated 26th
November,
1948, cl. 8;
amended by
Agreement
dated 8th
October,
1963, cl. 7, 20.

28A. (1) The States of New South Wales and Victoria shall take effective measures to protect from erosion the portions of the catchment of the Hume Reservoir which lie within their respective States.

(2) Each of the States of New South Wales and Victoria shall before the end of June in each year forward a report to the Commission on the condition of the portion of the catchment within its territory, the measures taken and work carried out during the twelve months ending on the thirty-first day of March immediately preceding and particulars of the measures and works proposed for the next twelve months.

(3) The Commission shall from time to time inspect or cause to be inspected such portions of the catchment of the Hume Reservoir as it thinks fit and may indicate at any time whether in its opinion the measures taken and works carried out by the States for the protection of that catchment are effective or otherwise and in the event of it being considered by the Commission that any of such measures or works are ineffective the State concerned shall take action in so far as may be practicable to make them effective.

(4) In the event of it being considered by the Commission that there is need for special action the State concerned shall investigate the position and take such special action as may be required and authorized by the Commission.

(5) The measures and works referred to in subclauses (1) and (3) of this clause shall be undertaken at the cost of the State or States concerned but the cost of the special action referred to in subclause (4) shall be met from the Commission funds and the Commission may authorize the expenditure involved.

28B. (1) The Commission may from time to time initiate proposals for the better conservation and regulation of the River Murray waters and flows, may undertake preliminary investigations concerning such proposals, and may cause to be carried out surveys and investigations regarding the desirability and practicability of works or measures on or adjacent to the River Murray or any of its tributaries above Albury or the Darling River below Menindie other than works or measures provided for in the preceding clauses of this Agreement and the cost of any such surveys and investigations shall be met from the Commission funds. In the case of any such works being regarded by the Commission as necessary or desirable the Commission shall make recommendations to the Contracting Governments.

Commission may initiate proposals.
Cl. 28a inserted by Agreement dated 26th November, 1948, cl. 8; amended by Agreement dated 8th October, 1963, cl. 20.
Subcl. (1) amended by Agreement dated 26th February, 1970, cl. 17.

(2) The Contracting Governments may authorize the construction of any such additional works as may be mutually agreed upon and the provisions of this Agreement shall apply *mutatis mutandis* in respect of any such authorized additional works and the said additional works shall be controlled by the Commission provided however that in respect of any such work if so agreed by the Contracting Governments the cost of construction, operation and maintenance may be borne by any one or more of the Contracting Governments in such shares as may be mutually agreed upon.

29. A Contracting Government within whose State any works for the purposes of this Agreement are to be or are being or have been constructed by another Contracting Government or Constructing Authority shall grant to such other Contracting Government or Constructing Authority all such powers licences and permissions in and to the use of or with respect to its territory as may be necessary for the construction maintenance operation and control of such works in addition to the powers of a Constructing Authority and for carrying out any operations authorized by this Agreement.

State Governments to facilitate construction and operations within their territories.

30. If any one of the State Contracting Governments desires to carry out on the River Murray any work other than the works provided for in the preceding clauses of this Agreement either as a work of the State of such State Contracting Government or as a joint work with another State Contracting Government particulars of the proposal including plans of the proposed work shall be submitted by such State Contracting Government or State Contracting Governments to the Commission. The Commission may approve of such proposed work with or without alteration, and if the proposed work provides for the storage of water or will affect the discharge, flow, use or control of water in the River Murray the Commission may from time to time stipulate conditions under which the said work shall be operated or controlled in so far as regulation of the river flow may be affected and the whole cost of construction, operation and maintenance of such work shall be borne by the State Contracting Government or State Contracting Governments concerned as may be agreed upon between them and the State Contracting Government which operates the work shall cause it to be operated or controlled in such manner as may from time to time be required by the Commission.

Works for benefit of State Contracting Governments.
Cl. 30 substituted by Agreements dated 23rd July, 1934, cl. 13; 26th November, 1948, cl. 9; amended by Agreement dated 26th February, 1970, cl. 18.

31. Where pursuant to this Agreement the duty of maintaining operating or controlling any works or of carrying out any operation is to be performed by any two Contracting Governments jointly any questions

Performance of joint duties.

which may arise as to which of such Governments is to perform such duty shall unless mutually agreed upon between them be determined by the Commission.

IV. FINANCE

Apportionment of cost of construction.
Cl. 32 amended by Agreements dated 23rd July, 1934, cl. 14; 26th November, 1948, cl. 10; substituted by Agreement dated 2nd November, 1954, cl. 6; amended by Agreements dated 8th October, 1963, cl. 7, 11; 26th February, 1970, cl. 19.

32.¹ The cost of carrying out the works mentioned in clause twenty of this Agreement shall be borne by the Contracting Governments in equal shares PROVIDED ALWAYS that, in the event of a contribution or contributions being received from the Snowy Mountains Hydro-electric Authority towards the cost of the works necessary to increase the capacity of the Hume Reservoir from approximately two million acre feet of water to approximately two and one-half million acre feet of water, that contribution or those contributions shall be applied in reduction of the amounts which would otherwise have been contributed jointly by the Contracting Governments pursuant to this clause towards the cost of the works mentioned in clause 20 of this Agreement.

Apportionment of cost of maintenance.
Cl. 33 substituted by Agreement dated 23rd July, 1934, cl. 15; amended by Agreement dated 8th October, 1963, cl. 20.

33. The cost of maintaining operating and controlling—
(i) the gauging stations for the making and recording of the gaugings mentioned in clause 18 of this Agreement; and
(ii) the works mentioned in clause 20¹ of this Agreement when completed,
shall be borne by the State Contracting Governments in equal shares.

Proposed expenditure in any year.
Cl. 34 amended by Agreements dated 23rd July, 1934, cl. 16 (a), (b); 26th February, 1970, cl. 20.

34.¹ The Commission shall in the month of March of each year prepare detailed estimates of the amounts of money respectively required during the twelve months from the first day of July then next ensuing—

- (a) for the cost of carrying out the works mentioned in clause 20¹ of this Agreement; and
- (b) for the costs of maintenance operation and control mentioned in clause 33 of this Agreement

showing the manner in which it is proposed to expend such moneys. A copy of the detailed estimate of the amount of money required for the cost of carrying out the works mentioned in clause 20¹ of this Agreement shall be forwarded to each of the Contracting Governments and the Contracting Governments shall provide the amount of money so required according to the shares set out in clause 32¹ of this Agreement and pay so much of the same as is required by the Commission before the expiration of the said period of twelve months. A copy of the detailed estimate of the amount of money required for the costs of maintenance operation and control mentioned in clause 33 of this Agreement shall be forwarded to each of the State Contracting Governments and the State Contracting Governments shall provide the amount of money so required according to the shares set out in clause 33 of this Agreement and pay so much of the same as is required by the Commission before the expiration of the said period of twelve months.

In the first estimate prepared under this clause there shall also be included any amounts of money expended or to be expended by any of the

¹ Clause 11 of Agreement dated 10th August, 1923, provides as follows:—

11. Notwithstanding anything contained in clause 32 of the Principal Agreement the Commonwealth Government agrees to increase to one quarter the proportion of the cost of carrying out the works mentioned in clause 20 of the Principal Agreement to be borne by the Commonwealth Government and for the purposes of clauses 34, 36 and 37 of the Principal Agreement the cost of carrying out the said works shall be deemed to be borne by the Contracting Governments in equal shares. The provisions of this clause are agreed to by the Commonwealth Government upon the understanding that it is the intention to carry out the Principal Agreement subject to such modifications thereof as are made by this Agreement or are at any time mutually agreed upon by all the Contracting Governments.

Contracting Governments pursuant to this Agreement before the beginning of the period of twelve months covered by such first estimate (including the cost referred to in the last paragraph of clause twenty-three of this Agreement); and the same shall be paid accordingly as provided by this clause and clause thirty-five of this Agreement.

If in the opinion of the Commission it is necessary in any year to provide for any expenditure in excess of the amount set out in the estimate of that expenditure for that year the Commission shall prepare a detailed estimate of such excess expenditure. If the excess expenditure relates to the cost of carrying out the works mentioned in clause 20¹ of this Agreement, a copy of the detailed estimate shall be forwarded to each of the Contracting Governments and the Contracting Governments shall provide their respective shares thereof according to the shares set out in clause 32¹ of this Agreement and pay so much of the same as is required by the Commission before the expiration of that year. If the excess expenditure relates to the costs of maintenance operation and control mentioned in clause 33 of this Agreement a copy of the detailed estimate shall be forwarded to each of the State Contracting Governments and the State Contracting Governments shall provide their respective shares thereof according to the shares set out in clause 33 of this Agreement and pay so much of the same as is required by the Commission before the expiration of that year.

35. In accordance with the estimates provided for in the next preceding clause of this Agreement the Commission shall in each year advance to any Government required by this Agreement to construct maintain operate or control any works or to carry on any operation an amount sufficient to defray the cost to be incurred by such Government for those purposes in that year.

Payment by
Commission to
State.

* * * * *

Cl. 36¹
omitted by
Agreement
dated 23rd
July, 1934,
cl. 17.

37.¹ Where a Contracting Government or a Constructing Authority has made compensation for any damage occasioned by or arising out of anything done by it in carrying out the works mentioned in clause 20¹ of this Agreement the amount of such compensation shall be contributed by the Contracting Governments *inter se* in the proportions set out in clause thirty-two of this Agreement.

Compensation for
damage by works.

Cl. 37
amended by
Agreement
dated 23rd
July, 1934,
cl. 18.

38. All expenses of the Commission (except the salary and expenses of each Commissioner which shall be paid by the Contracting Government which he represents) shall be borne by the Contracting Governments in equal shares.

Administra-
tive expenses.

39. Of the moneys paid to the Commission by the Contracting Governments pursuant to this Agreement such balances as remain unexpended on the thirtieth day of June in any year shall be available for expenditure during the twelve months from the first day of July in that year.

Unexpended
balances.

40. The books accounts and vouchers of the Commission shall be examined and audited at least once in every year by the Auditor-General of the Commonwealth or by such other officer as may be appointed for that

Audit and
inspection of
books.

¹ Clause 11 of Agreement dated 10th August, 1923, provides as follows:—

11. Notwithstanding anything contained in clause 32 of the Principal Agreement the Commonwealth Government agrees to increase to one quarter the proportion of the cost of carrying out the works mentioned in clause 20 of the Principal Agreement to be borne by the Commonwealth Government and for the purposes of clauses 34, 36 and 37 of the Principal Agreement the cost of carrying out the said works shall be deemed to be borne by the Contracting Governments in equal shares. The provisions of this clause are agreed to by the Commonwealth Government upon the understanding that it is the intention to carry out the Principal Agreement subject to such modifications thereof as are made by this Agreement or are at any time mutually agreed upon by all the Contracting Governments.

purpose by the Governor-General and may at any reasonable time be examined and audited by any person appointed for that purpose by the Governor of any of the said States; and a report of the result of any examination and audit under this clause shall be furnished to each Contracting Government by the person making the same.

Commission to
account.

41. The Commission shall account to the Contracting Governments for all moneys received by the Commission under or for the purposes of this Agreement.

Tolls.
Cl. 42
amended by
Agreement
dated 10th
August,
1923, cl. 8.

42. No tolls shall be collected in respect of navigation except such as are prescribed by the Commission for the use of weirs and locks constructed for the purposes of this Agreement. All such tolls when collected shall be paid to the Commission which shall credit the same to the State Contracting Governments in equal proportions to be used by them towards the cost of lock-keeping and the maintenance of navigation works constructed under this Agreement.

V. PROCEEDINGS IN DEFAULT

Failure to
perform works
or contribute
cost.

43. If any Contracting Government whose duty it is under this Agreement or under any direction issued in accordance with this Agreement to construct or continue the construction of or to maintain operate or control any works or to carry on any operation or to provide its share of the cost of the construction maintenance operation or control of such works or of carrying on such operation refuses or neglects to do so after being thereunto required by the Commission the other Contracting Governments (or any one or more of them) with the sanction of the Commission—

(a) may without prejudice to their or its other rights under this Agreement construct or continue and complete the construction of or maintain operate or control the whole of such works (or any portion thereof specified by the Commission) or carry on such operation (or any part thereof specified as aforesaid) and provide the cost thereof; and

(b) may in any court of competent jurisdiction recover as a debt from the Contracting Government so refusing or neglecting the share of such cost to be provided by such Contracting Government in pursuance of this Agreement together with interest on any sums expended at a rate to be determined by the Commission.

For the purpose of any act or thing to be done under this clause the Contracting Governments or any one or more of them as aforesaid shall have the rights and powers of a Constructing Authority; but the Contracting Governments so refusing or neglecting shall on completion of such act or thing and the payment of its share of the cost thereof be deemed to be the Constructing Authority.

VI. DISTRIBUTION OF WATERS

Effectiveness
of Works.
Cl. 44
amended by
Agreement
dated 10th
August, 1923,
cl. 9 (a), (b);
substituted by
Agreement
dated 8th
October,
1963, cl. 12;
amended by
Agreement
dated 26th
February,
1970, cl. 21
(a), (b), (c).

44. At any time after the commencement of the construction of any particular work or works provided for under clause 20¹ of this Agreement, the Commission may declare that work or those works to be effective for the purposes of this Agreement.

¹See footnote ¹ on previous page.

45. (1) The flow of the River Murray at Albury including the natural or regulated flows of all tributaries of the River Murray above Albury as regulated by the Hume Reservoir shall be shared equally by New South Wales and Victoria; subject to deduction from either State's share at Albury of such volumes as that State may by works divert from time to time from streams above Albury.

Flow at Albury.
Subcl. (1) amended by Agreement dated 8th October, 1963, cl. 7.

(2) (a) The quantity of water diverted from the Tooma River to the Adaminaby Storage and the Tumut River by the works of the Authority shall be deemed to be water diverted by works of the States of New South Wales and Victoria from a stream above Albury, and to have been so diverted as to one-half by works of each of those States.

Subcl. (2) inserted by Agreement dated 11th September, 1958, cl. 5.

(b) Either the State of New South Wales or the State of Victoria may allow to flow into the River Murray from any convenient source a quantity of water as replacement in whole or in part of the quantity of water deemed by paragraph (a) of this subclause to have been diverted by it, and the quantity so deemed to have been diverted by it shall be reduced by the quantity so replaced.

The rights conferred by this paragraph shall be supplementary to and not in substitution for the rights conferred by clauses forty-six, forty-seven and forty-eight of this Agreement.

(3) Until such time as the necessary works have been constructed to enable water diverted from the Tooma River to the Adaminaby Storage and to the Tumut River to be replaced by water diverted from the Snowy River to a stream feeding or joining the River Murray above Hume Reservoir—

Subcl. (3) inserted by Agreement dated 11th September, 1958, cl. 5.

(a) The State of Victoria shall be entitled in each month to divert and use from the River Murray a volume of water equal to one-half of the quantity of water so diverted from the Tooma River in the preceding month. In order to enable that diversion and use, the State of New South Wales shall provide from the Murrumbidgee River a volume of water equivalent to one-half of the quantity so diverted from the Tooma River which volume shall, for the purpose of meeting the obligations of the State of Victoria under this Agreement, be treated in all respects as if it had been contributed by a tributary of the River Murray in the territory of Victoria joining that River below Albury.

(b) The quantities of water to be allocated to the States of New South Wales, Victoria and South Australia for use from the River Murray (exclusive of its tributaries below Albury) during any period of restriction declared pursuant to clause 51 of this Agreement shall be not less than the quantities which would have been available to those States if there had been no diversion of the waters of the Tooma River during or prior to that period of restriction.

45A. Unless otherwise directed by the Commission—

(a) the flow passing Torrumbarry Weir shall as far as possible be regulated so as to prevent salinity in the river water at Swan Hill exceeding three hundred parts per million total dissolved solids, but such flow shall not be required to exceed One thousand six hundred cusecs except when needed to meet downstream water requirements; and

Cl. 45A inserted by Agreement dated 26th February, 1970, cl. 22.

- (b) the flow passing Euston Weir shall as far as possible be regulated so as to prevent salinity in the river water at Merbein exceeding three hundred parts per million total dissolved solids, but such flow shall not be required to exceed One thousand cusecs plus the combined diversion requirements of the pumping districts of Red Cliffs, First Mildura Irrigation Trust, Merbein, Coomealla and Curlwaa except when needed to meet downstream water requirements.

Tributaries in New South Wales and Victoria below Albury.
Cl. 46 amended by Agreement dated 26th February, 1970, cl. 23 (a), (b).

46. (1) Except as provided for in clause 60B hereof and subject to subclause (2) of this clause New South Wales and Victoria shall each have the full use of all tributaries of the River Murray within its territory below Albury and shall have the right to divert store and use the flows thereof and shall have the right below the affluence with the River Murray of any such tributary to divert store and use volumes equivalent to those arriving at the place of diversion as the result of contribution by any such tributary in addition to any other share of the waters at the place of diversion to which each of the said States is respectively entitled under this Agreement.

Subcl. (2) inserted by Agreement dated 26th February, 1970, cl. 23 (b).

(2) After the Dartmouth Reservoir is declared to have become effective and except in a year during which there is a period of restriction declared under clause 51 of this Agreement the State of Victoria agrees to cede to the State of New South Wales the right to use Forty-five thousand acre feet annually of water contributed to the River Murray below Albury by Victorian tributaries.

Limitation of rights under clauses 45, 46.
Cl. 47 amended by Agreements dated 26th November, 1948, cl. 11 (a), (b); 11th September, 1958, cl. 6; substituted by Agreement dated 8th October, 1963, cl. 13.

47. (1) Until such time as the Chowilla Reservoir is declared to have become effective for the purposes of this Agreement, and except during a period of restriction declared under clause 51 of this Agreement all rights under clauses 45 and 46 of this Agreement shall be subject to provision by each of the States of New South Wales and Victoria from the flow of its tributaries or from its share of the flow of the River Murray at Albury or both of its contribution towards maintaining the share allotted by this Agreement to the State of South Australia, and subject also to subclause (1) of clause 50 of this Agreement.

(2) After the Chowilla Reservoir is declared to have become effective for the purposes of this Agreement, and except during a period of restriction declared under clause 51 of this Agreement, when the volume of water in the Chowilla Reservoir is not sufficient to maintain fully the share allotted by this Agreement to the State of South Australia, all rights under clauses 45 and 46 of this Agreement shall be subject to the provision by each of the States of New South Wales and Victoria from the flow of its tributaries or from its share of the flow of the River Murray at Albury or both of its contribution towards maintaining the share allotted by this Agreement to the State of South Australia.

Proportion of waters allotted to South Australia to be contributed by New South Wales and Victoria respectively.
Cl. 48 substituted by Agreements dated 26th November, 1948, cl. 12; 8th October, 1963, cl. 14.

48. (1) Until such time as the Chowilla Reservoir is declared to have become effective for the purposes of this Agreement, and except during a period of restriction declared under clause 51 of this Agreement, the quantity of water to be allowed to pass in each month for supply to the State of South Australia as set out in clause 49 of this Agreement shall be contributed by the States of New South Wales and Victoria in equal volumes, but these proportions may be varied in any month by agreement between the Commissioners representing the States of New South Wales and Victoria.

(2) After the Chowilla Reservoir is declared to have become effective for the purposes of this Agreement, and except during a period of

restriction declared under clause 51 of this Agreement when the volume of water in the Chowilla Reservoir is not sufficient to maintain fully the share allotted by this Agreement to the State of South Australia the quantity of water required in each month to ensure supply to the State of South Australia under clause 49 of this Agreement shall be contributed by the States of New South Wales and Victoria in equal volumes, but these proportions may be varied in any month by agreement between the Commissioners representing the States of New South Wales and Victoria.

49. (1) The total quantity of water to which the State of South Australia is entitled shall be measured at a point in the River Murray immediately below the confluence of the Rufus River, or, at a time to be decided by the Commission after the commencement of the construction of the Chowilla Dam, at a point immediately downstream of that dam.

Allowance to
South Australia.
Cl. 49 amended
by Agreement
dated 26th
November, 1948,
cl. 13; substituted
by Agreements
dated 8th
October, 1963,
cl. 15; 26th
February, 1970,
cl. 24.

(2) Except as provided in clause 51 of this Agreement the minimum monthly quantities of water to be allowed to pass for supply to the State of South Australia shall be as scheduled in sub-clauses (3) and (4) of this clause, provided that the Commission may, from time to time, at the request of the Commissioner representing the State of South Australia, vary any of the monthly quantities set out in sub-clauses (3) and (4) over a specific period subject to the sum of the quantities passed to the State of South Australia at the request of that State for any year not exceeding the sum of the monthly quantities shown in the appropriate part of sub-clauses (3) and (4). Monthly quantities in excess of the monthly quantities stated in sub-clauses (3) and (4), or in excess of those last mentioned monthly quantities as varied by the Commission at the request of the Commissioner representing the State of South Australia, shall not be included for the purpose of computing the annual delivery to the State of South Australia.

(3) Until such time as the Dartmouth Reservoir is declared to have become effective for the purposes of this Agreement, and except during a period of restriction declared under clause 51 of this Agreement, the minimum monthly quantities to be allowed to pass for supply to the State of South Australia shall be—

July	47 000 acre feet
August	94 000 acre feet
September	114 000 acre feet
October	114 000 acre feet
November	134 000 acre feet
December	134 000 acre feet
January	134 000 acre feet
February	134 000 acre feet
March	114 000 acre feet
April	94 000 acre feet
May	94 000 acre feet
June	47 000 acre feet

being an annual sum of minimum monthly quantities of 1 254 000 acre feet.

(4) After the Dartmouth Reservoir is declared to have become effective for the purposes of this Agreement and except during a period of restriction declared under clause 51 of this Agreement the minimum monthly quantities to be allowed to pass for supply to the State of South Australia shall be—

July	85 000 acre feet
August	98 000 acre feet
September	107 000 acre feet
October	135 000 acre feet

November	149 000 acre feet
December	178 000 acre feet
January	178 000 acre feet
February	150 000 acre feet
March	147 000 acre feet
April	113 000 acre feet
May	80 000 acre feet
June	80 000 acre feet

being an annual sum of minimum monthly quantities of 1 500 000 acre feet.

Reserves.

Cl. 50
substituted by
Agreements
dated 26th
November, 1948,
cl. 14;
2nd November,
1954, cl. 7;
amended by
Agreement
dated 8th
October, 1963,
cl. 7;
redesignated
cl. 50 (1) by
Agreement
dated 8th
October, 1963,
cl. 16 (a).

Subcl. (1)
amended
by Agreements
dated 8th
October, 1963,
cl. 16 (b), 20;
26th February,
1970, cl. 25 (a).

50. (1) Until such time as the Dartmouth Reservoir has been declared to be effective for the purposes of this Agreement the storages under the control of the Commission shall be regulated to provide a reserve of water in storage for use in dry years, that reserve to be fixed from time to time by, and drawn upon at the discretion of, the Commission PROVIDED THAT the quantity of water so held in reserve shall be not less than one million acre feet at any time (of which not less than two hundred thousand acre feet shall be in the Lake Victoria Storage) unless the Commission declares a period of restriction in pursuance of clause fifty-one of this Agreement in which case the said reserve may be drawn upon PROVIDED FURTHER HOWEVER that the volume in Lake Victoria may be reduced with a corresponding reduction in the combined volume in both storages at times other than periods of restriction if the Commission is satisfied that the supply to South Australia from upstream will be sufficient to ensure that the full allocation to that State can be met until the thirtieth day of June next ensuing and that there will be a combined reserve at that date of one million acre feet including not less than two hundred thousand acre feet in the Lake Victoria Storage.

Subcl. (2)
inserted by
Agreement
dated
8th October,
1963, cl. 16 (c);
substituted
by Agreement
dated
26th February,
1970, cl. 25 (b).

(2) After the Dartmouth Reservoir has been declared to have become effective for the purposes of this Agreement the storages under the control of the Commission shall be regulated to provide a reserve of water in storage for use in dry years, that reserve to be fixed from time to time by the Commission and drawn on at the discretion of the Commission, but the quantity of water so held in reserve in the Hume and Dartmouth Reservoirs and Lake Victoria Storage shall not be less than two million acre feet at the thirtieth day of April in any year of which not less than two hundred thousand acre feet shall be in the Lake Victoria Storage unless it is otherwise decided by the Commission.

Drought.

Cl. 51
amended
by Agreement
dated
23rd July,
1934, cl. 19;
substituted by
Agreements
dated
26th November,
1948, cl. 15;
11th September,
1958, cl. 7;
8th October,
1963, cl. 17.

51. (1) The Commission may in a year of drought declare a period of restriction.

(2) Without prejudice to the last preceding sub-clause, the Commission shall declare a period of restriction—

Para. (a)
amended by
Agreement
dated
26th February,
1970, cl. 26 (a).

(a) prior to the Dartmouth Reservoir having been declared to have become effective for the purposes of this Agreement, when the quantity of water held in the Hume Reservoir and the Lake Victoria Storage falls to one million acre feet or less, unless the Commission resolves that it is not necessary to do so; and

- (b) after the Dartmouth Reservoir has been declared to have become effective for the purposes of this Agreement, unless the Commission is satisfied that the quantities of water held in storage will not fall below the respective amounts set out in sub-clause (2) of clause 50 of this Agreement by the thirtieth day of April then next ensuing, or unless it resolves that it is not necessary to do so.

Para. (b)
amended by
Agreement
dated
26th February,
1970, cl. 26 (b).

(3) When a period of restriction has been declared by the Commission pursuant to this clause, the Commission may vary the provisions of this Agreement respecting—

- (a) the volumes of water to be held in reserve as provided in clause 50 of this Agreement; and
(b) the depth of water to be maintained at weirs and locks constructed pursuant to this Agreement.

Para. (a)
amended by
Agreement
dated
26th February,
1970, cl. 26 (c).

(4) As soon as practicable after a period of restriction has been declared, and from time to time during that period, the Commission shall—

- (a) determine the quantity of water under the control of the Commission;
(b) determine the quantity of water which is to be allowed—
(i) for losses by evaporation, percolation and lockages, other than losses under sub-paragraph (ii) of this paragraph;
(ii) for losses by evaporation, percolation and lockages in the River Murray from Lake Victoria or the Chowilla Reservoir as the case may be, to the mouth of the River Murray but not including Lakes Alexandrina and Albert; and
(iii) for dilution in South Australia;
(c) having regard to its determinations under paragraphs (a) and (b) of this sub-clause, determine the quantity of water to be made available for use during each month by the State Contracting Governments.

The quantity determined in accordance with this paragraph is in this clause referred to as “the available water”.

(5) For the purposes of this clause “the water under the control of the Commission” means the aggregate of—

- (a) the water stored in the Hume and Dartmouth Reservoirs at the time the Commission makes its determination;
(ba) the water stored in the Lake Victoria Storage or the Chowilla Reservoir, as the case may be, at the time the Commission makes its determination;
(bb) the water available to the Commission in the Menindee Lakes Storage;
(c) the water in the weir pools at the time the Commission makes its determination; and
(d) the flow during the period of restriction of the River Murray above the Hume Reservoir and its tributaries above Albury excluding water diverted from the Tooma River to the Adaminaby Storage and the Tumut River but including any

Para. (a)
amended by
Agreement
dated
26th February,
1970, cl. 26 (d).

Para. (b)
redesignated
para. (ba)
by Agreement
dated 26th
February,
1970,
cl. 26 (e) (i).

Para. (bb)
inserted by
Agreement
dated 26th
February, 1970,
cl. 26 (e) (ii).

Para. (d)
substituted by
Agreement
dated 26th
February, 1970,
cl. 26 (f).

waters coming into the River Murray and its tributaries above Albury by reason of the permanent works of the Authority.

Subpara. (i)
amended by
Agreement
dated 26th
February, 1970,
cl. 26 (g).

(6) (a) (i) During a declared period of restriction prior to the Dartmouth Reservoir having been declared to have become effective for the purposes of this Agreement, the available water shall be divided between the State Contracting Governments in the following proportions—

New South Wales—one million,
Victoria—one million,
South Australia—six hundred and three thousand.

Subpara. (ii)
amended by
Agreement
dated 26th
February, 1970,
cl. 26 (g).

(ii) During a declared period of restriction after the Dartmouth Reservoir has been declared to have become effective for the purposes of this Agreement, the available water shall be divided between the State Contracting Governments in equal proportions.

(b) Each of the State Contracting Governments shall be entitled to use each month from the River Murray (exclusive of its tributaries below Albury) its monthly share as ascertained under this clause of the available water, but the quantities used by the States of New South Wales and Victoria may be varied in any month by agreement between the Commissioners representing those States if the variation does not affect the share of the State of South Australia.

Subel. (7)
redesignated
subel. (7) (a)
by Agreement
dated 26th
February, 1970,
cl. 26 (h) (i).

(7) (a) The States of New South Wales and Victoria shall each have the full use during a declared period of restriction of all tributaries of the River Murray within their respective territories below Albury, and shall have the right to divert, store and use the flows thereof and the right below the confluence with the River Murray of any such tributary to use each month in a declared period of restriction from the River Murray, in addition to the share of the available water to which each of the said States is respectively entitled under sub-clause (6) of this clause volumes equivalent to those arriving at the place of diversion during that month as a result of contribution by each such tributary.

Para. (b)
inserted by
Agreement
dated 26th
February, 1970,
cl. 26 (h) (ii).

(b) Notwithstanding the provisions of paragraph (a) of this sub-clause the State of Victoria will, during a declared period of restriction after the Dartmouth Reservoir has been declared to have become effective for the purposes of this Agreement, cede to the State of New South Wales the right to use a volume of four thousand acre feet of water per month with a maximum of thirty thousand acre feet of water in any period from the first day of September to the following thirtieth day of April (in this sub-clause called "the irrigation season") in which there has been continuous restriction. When there has been a period of restriction for part of the irrigation season the quantity of water made available to the State of New South Wales shall be—

- (i) during the months of unrestricted supply or part thereof five thousand five hundred acre feet of water per month; and
- (ii) during the months of restricted supply, four thousand acre feet of water per month.

(8) The States of New South Wales and Victoria shall be entitled, during any month in a declared period of restriction, to use from any portion of the River Murray below Albury water in excess of the quantity to which they are entitled under sub-clauses (6) and (7) of this clause provided that a quantity equal to the excess so used is contributed by the State concerned from a tributary or tributaries of the River Murray below Albury.

In the exercise of the rights conferred by this sub-clause, neither of those States shall take additional water to an extent which would prejudice the rights of either of the other States parties to this Agreement.

Notwithstanding anything to the contrary elsewhere contained in this Agreement, in the event of disagreement between the Commissioners representing the States of New South Wales and Victoria as to the quantity of water to be used or as to the manner in which the contribution by the State concerned is to be made the matter shall be determined by the Commission by a majority vote but, if the Commissioners are equally divided, the question shall be decided by the casting vote of the Commissioner representing the Commonwealth of Australia.

(9) In addition to its share of the available water, the State of South Australia shall be entitled to the quantity determined by the Commission pursuant to sub-paragraphs (ii) and (iii) of paragraph (b) of sub-clause (4) of this clause which quantity unless otherwise determined by the Commission shall be forty seven thousand acre feet of water per month.

Subcl. (9)
amended by
Agreement
dated 26th
February, 1970,
cl. 26 (i).

(10) (a) The States of New South Wales and Victoria shall each have the right during a period of restriction to divert, store and use the flows of the tributaries of the River Murray within their respective territories above Albury subject to deduction from either State's share of the available water of volumes equivalent to those that that State by its works so diverts, stores or uses from time to time during the period of restriction.

(b) Either the State of New South Wales or the State of Victoria may allow to flow into the River Murray from any convenient source a quantity of water as replacement in whole or in part of the quantity of water diverted by it pursuant to this sub-clause, and the amount of the deduction to be made pursuant to the last preceding paragraph shall be reduced by the quantity so replaced.

(11) The Commission may from time to time, having regard to the available water, the time of the year, the requirements for irrigation in each of the States and on any other relevant circumstances, vary by declaration for a period not exceeding six months at any one time the proportions set out in paragraph (a) of sub-clause (6) of this clause.

Subcl. (11)
amended by
Agreement
dated 26th
February, 1970,
cl. 26 (j).

(12) During any month in a declared period of restriction, if the Commission decides that the flow or prospective flow of the River Murray downstream of its junction with the Great Ana Branch of the Darling River is, or will be, in excess of the sum of—

(a) the quantities which are necessary to supply the allocation to the State of South Australia under sub-clause (6) of this clause; and

(b) any quantities which, in the opinion of the Commission, ought to be impounded in any storage below the said junction controlled by the Commission with the object of filling all such storages at some time before the end of the ensuing June,

the State of South Australia may use that excess in addition to the quantity of water to which it is entitled under sub-clause (6) of this clause.

(13) The provisions of this Part other than this clause shall not, except as in this sub-clause provided, operate during a declared period of restriction.

The provisions of clause 50 of this Agreement shall continue in force during a declared period of restriction but may be modified as provided in this clause.

The provisions of paragraph (b) of sub-clause (3) of clause 45 of this Agreement shall have effect during a declared period of restriction.

VII. DIVERSIONS AND STORAGES

Information
to be given to
Commission.

Cl. 52 amended
by Agreement
dated 26th
November, 1948,
cl. 16.

52. Before the commencement of any State works to effect new or alter existing diversions of the waters of the River Murray or its tributaries the Contracting Government by or under permission from which such diversion is proposed to be effected shall inform the Commission in writing of the intention to commence such State works.

Statement of
existing
diversions.

53. Within six months after the appointment of the Commission each of the Contracting Governments shall furnish the Commission with a statement containing a list of all actual and all permitted diversions existing within its territory at the time of such appointment with such particulars thereof as the Commission requires and such Contracting Government is able to supply.

Heading
substituted by
Agreement
dated 8th
October, 1963,
cl. 18.

VIII. LAKE VICTORIA AND CHOWILLA RESERVOIR WORKS

Construction
to be
facilitated.

Cl. 54 substituted
by Agreement
dated 8th
October, 1963,
cl. 18.

54. The States of New South Wales and Victoria, so far as they can do so and may be necessary in pursuance of this Agreement, will authorize and facilitate the construction and maintenance by the State of South Australia and the use by the Commission of the Lake Victoria and the Chowilla Reservoir works mentioned and described in this Agreement.

Transfer of
site.

55. To the end and for the purposes mentioned in the next preceding clause of this Agreement the State of New South Wales will transfer to and vest in the State of South Australia for an estate in fee simple subject to the conditions hereinafter expressed the lands mentioned and described in Schedule B to this Agreement.

Power to store
water in Lake
Victoria.

56. After the commencement of the Lake Victoria Works the State of South Australia may at all times divert into Lake Victoria for impounding or storing therein the waters of the River Murray flowing at the site or sites of the offtake or offtakes for diversion into Lake Victoria except so much of such waters as under this Agreement New South Wales or Victoria shall have allowed to pass down the river for diversion supply or use to or in their respective territories or as may be required for the purposes of this Agreement at all places below any such site.

Waters
stored
in Lake
Victoria.

Cl. 57 amended
by Agreement
dated 26th
February, 1970,
cl. 27.

57. Subject to this Agreement and to the Acts ratifying the same and to any right at the date when this Agreement comes into effect lawfully exercisable by an occupier of land on the bank of the said lake to use the water being in the said lake for domestic purposes or for watering cattle or other stock or for gardens not exceeding five acres in extent used in connection with a dwelling-house and to the general right of all persons to use such water for domestic purposes or for watering cattle or other stock at places on such lake to which at the said date there is access by public road or reserve the water impounded or stored in Lake Victoria shall be devoted to such uses as may be determined by the Government of South Australia which subject to any directions of the Commission may at the times and in the quantities it thinks proper release such water for conveyance by the channel of the River Murray to the eastern boundary of the State of South Australia: Provided that the water so stored shall be used primarily for the purpose of aiding to maintain the regulated supplies of water provided for in clause forty-nine of this Agreement: Provided also that the State of South

Australia subject to this Agreement will at the request of the State of New South Wales make provision where necessary for and permit the reasonable use of the waters of the said lake by occupiers on the settlement of lands of a total area not exceeding 200 000 acres in the vicinity of Lake Victoria for domestic purposes and for watering their cattle and other stock: Provided further that if access to the watering-places aforesaid by public road or reserve be interfered with by the construction of the said Lake Victoria Works the State of South Australia will on the request of the State of New South Wales provide such other watering-places in lieu thereof as shall not interfere with the said works.

IX. MISCELLANEOUS

58. If a difference of opinion arises among the Commissioners on any question, not being a question of law or prescribed as formal business, that question, unless the Commissioners concur within two months after submission by a Commissioner of a resolution thereon, shall, as provided in this clause, be referred for decision to an arbitrator, who shall be appointed by the Contracting Governments.

Arbitration.

Cl. 58 amended by Agreement dated 10th August, 1923, cl. 10 (a), (b); substituted by Agreement dated 8th October, 1963, cl. 19.

A Contracting Government may give to the other Contracting Governments written notice to concur in the appointment of an arbitrator and to refer that question to that arbitrator for decision.

If the appointment be not made within two months after the giving of that notice the Chief Justice of the Supreme Court of Tasmania or other the person for the time being discharging the duties of that office may, at the request of that Contracting Government, appoint an arbitrator, who shall have the like powers to act in the reference to decide the question as if he had been appointed by the Contracting Governments.

The decision of an arbitrator appointed to decide the question shall be binding on the Commission and the Contracting Governments and shall be deemed to be the opinion of the Commission.

59. A Contracting Government shall on the request of the Commission furnish to the Commission all such information and particulars as the Commission may require for the purposes of this Agreement and as such Government is able to furnish.

Furnishing information and particulars.

60. All reports statements and estimates of the Commission required by this Agreement to be forwarded to the Contracting Governments or any of them and all reports of persons appointed to examine and audit books accounts and vouchers of the Commission shall be addressed to the Governor-General or the Governor (as the case may require).

Reports &c. to be sent to Governor-General or Governor.

IXA. EFFECT OF SNOWY MOUNTAINS AGREEMENT

60A. (1) This Agreement shall operate according to its tenor to define the rights to water in the River Murray and its tributaries of the States of New South Wales, Victoria and South Australia.

Part IXA and Heading inserted by Agreement dated 11th September, 1958, cl. 9.

Reconciliation with Snowy Mountains Agreement.

(2) The provisions as to sharing of waters contained in this Agreement shall apply to the exclusion of the provisions contained in sub-clause (2) of clause 12 of the Snowy Mountains Agreement.

Cl. 60A inserted by Agreement dated 11th September, 1958, cl. 9; amended by Agreement dated 8th October, 1963, cl. 20.

(3) To the extent to which any provision of this Agreement conferring rights on the State of South Australia to the use of water are inconsistent

with the provisions of the Snowy Mountains Agreement, the first mentioned provision shall prevail, and the provisions of the Snowy Mountains Agreement shall be modified accordingly.

(4) Except to the extent provided in sub-clauses (2) and (3) of this clause, the Snowy Mountains Agreement shall continue in full force and effect.

Part IXB
and Heading
inserted by
Agreement
dated 26th
February, 1970,
cl. 29.

IXB. EFFECT OF MENINDEE LAKES STORAGE AGREEMENT

Cl. 60B
inserted by
Agreement
dated 26th
February, 1970,
cl. 29.

60B. (1) The Contracting Governments agree that this Agreement shall be read and construed as if the Menindee Lakes Storage Agreement as amended in sub-clause (2) of this clause were incorporated in this Agreement.

(2) The hereinafter mentioned clauses of the Menindee Lakes Storage Agreement are amended as follows:—

- (a) Clause 4 is amended by omitting the words “and without prejudice to the later operation of Clauses 9 and 12, shall remain in force for a period of seven years from that date”;
- (b) Clauses 7 and 8 are amended by substituting for the number “90,000” the number “100,000” wherever occurring;
- (c) Clause 9 is amended by omitting the words “during which this Agreement remains in force”; and
- (d) Clause 13 is omitted.

X. INTERPRETATION

Interpretation.

Cl. 61 amended
by Agreements
dated 23rd
July, 1934,
cl. 20; 11th
September, 1958,
cl. 8; 8th
October, 1963,
cl. 20; 26th
February, 1970,
cl. 28.

Def. inserted
by Agreement
dated 23rd
July, 1934,
cl. 20 (a).

Def. inserted
by Agreement
dated 26th
February, 1970,
cl. 28.

61. In this Agreement save where inconsistent with the context—

“Constructing Authority” means the Contracting Government or Governments by which any works are constructed or to be constructed or any authority constituted or appointed for the purpose of such construction.

“Contracting Government” means any Government which is a party to this Agreement.

“Contracting Governments” means all of the Governments which are parties to this Agreement.

“Diversions” includes abstractions impoundings and appropriations of water that diminish or retard the volume of flow of a river.

“Governor-General” means Governor-General with the advice of the Executive Council.

“Governor” means Governor with the advice of the Executive Council.

“Land” includes Crown lands and buildings messuages tenements and hereditaments of any tenure and any easement right or privilege in over or affecting any land.

“Maintenance” includes repairs and improvements.

“Menindee Lakes Storage Agreement” means clauses four to fourteen inclusive of the Agreement made between the Commonwealth, New South Wales, Victoria and South Australia on the eighth day of October One thousand nine hundred and sixty-three set out in the Schedule to the *Menindee Lakes Storage Agreement Act 1963* of the Commonwealth.

“River” and “Tributary” respectively include any affluent effluent creek ana-branch or extension of and any lake or lagoon connected with the river or tributary.

“State Contracting Government” means any State Government which is a party to this Agreement.

Def. inserted
by Agreement
dated 23rd
July, 1934,
cl. 20 (b).

“State Contracting Governments” means all of the State Governments which are parties to this Agreement.

Def. inserted
by Agreement
dated 23rd
July, 1934,
cl. 20 (b).

“the Authority” means the Snowy Mountains Hydro-electric Authority; and

Def. inserted
by Agreement
dated 11th
September, 1958,
cl. 8.

“the Snowy Mountains Agreement” means the agreement made between the Commonwealth, New South Wales and Victoria on the eighteenth day of September One thousand nine hundred and fifty-seven, and the agreement between the same parties made on the fourteenth day of December One thousand nine hundred and fifty-seven, both of which agreements are set out in schedules to the *Snowy Mountains Hydro-electric Power Act* 1949-1958 of the Commonwealth.

Def. inserted
by Agreement
dated 11th
September, 1958,
cl. 8.

SCHEDULE A

A regulation reservoir with a storage capacity of about twenty-two and a half thousand millions of cubic feet at and about Lake Victoria in the State of New South Wales situate within three miles of the River Murray and about thirty-six miles in a direct line below the junction of the River Murray with the River Darling and about fourteen miles in a direct line above the eastern boundary of the State of South Australia which lake covers an area of approximately thirty thousand acres and is connected with the main stream of the River Murray by the Rufus River and Frenchman's Creek.

Such weirs and locks across and in the River Murray and such regulators as may be required for the purposes of the Lake Victoria storage or of the navigation of the River Murray.

SCHEDULE B

That piece of land situated in the State of New South Wales and covered with water now known as Lake Victoria with the two water-courses known as Rufus River and Frenchman's Creek connecting the River Murray with the said lake for and throughout their entire course from the said river to the said lake; also so much of the banks and foreshores of the said lake and watercourses and of the land adjoining thereto as shall be sufficient for all purposes of access to and use and enjoyment of the Lake Victoria works.
