**RIVER MURRAY WATERS AMENDMENT BILL 1923**

**House of Assembly, 16 October 1923 pages 883-4**

Second reading

**The ATTORNEY-GENERAL (Hon. Sir Henry Barwell)—**The River Murray Waters Act, 1915, gives the necessary legislative sanction to the agreement entered into between the Commonwealth, New South Wales, Victoria, and South Australia, for the carrying out of a joint scheme for the construction of locks and weirs and other works on the River Murray. The agreement is set out in the schedule to that Act. This Bill is introduced for the purpose of amending the principal agreement in various particulars agreed upon at a Conference of Ministers representing the Commonwealth and the States referred to held in August last, and subsequently embodied in an agreement dated September 9 1923, between the Premiers of the Commonwealth, New South Wales, Victoria, and South Australia. The principal provisions of the Bill are contained in clauses 5 and 11. Clause 5 repeals the River Murray Waters Acts Amendment Act, 1920. That Act ratifies an agreement between the parties to the principal agreement whereby considerable amendments were made to the latter agreement. It was contemplated by the 1920 enactment that the works authorised by the principal agreement should be constructed by the River Murray Commission, the various States contributing the necessary money. This scheme has never been carried out, and the practice of the respective State Governments performing the construction work has been continued. It has therefore been mutually agreed to revoke the powers given to the River Murray Commission under the Act of 1920. Clause 11 contains the amending agreement which it is proposed to ratify by this Bill. Clauses 20, 21, and 33 of the principal agreement provide for the construction of 17 weirs and locks on the River Murray above its junction with the River Darling, and nine weirs and locks below that junction. The 17 weirs and locks are to be constructed by Victoria and New South Wales acting either separately or jointly, the nine by South Australia. As a result of investigations which have been carried out, it has been found that the most suitable site for the construction of the weir and lock in the vicinity of Wentworth, which is one of the 17 already referred to, is a little below the junction of Rivers Murray and Darling. In order to permit the lock and weir to be constructed on the most suitable site, clause 21 of the principal agreement is amended by clause 6 of the amending agreement, and provision is made so that the weir and lock may be constructed on the new site and shall still remain among the number which is to be constructed by New South Wales or Victoria.

Mr. Crosby—What particular engineers recommend the proposed alterations?

The ATTORNEY-GENERAL—A number of engineers have recommended it, and there seems to be no doubt whatever that it is far better to construct the weir and look below the junction of the Murray and Darling than the site originally agreed upon. The main purpose of the construction works on the River Murray is for the storage of water for irrigation purposes; the needs of navigation are subsidiary, although the proposed scheme provides for both purposes. Clause 7 of the amending agreement provides, however, that the construction of works which provide for the needs of irrigation is to have precedence over the construction of works having reference primarily to navigation purposes. Clause 42 of the principal agreement provides that tolls collected in respect of such navigation are to be divided between the Commonwealth, New South Wales, Victoria, and South Australia in the same proportion as each contributes under clause 32 to the general costs of the works contemplated by the agreement. Clause 8 of the amending agreement provides that these tolls are to be paid in equal proportions to the State contracting Governments and are to be devoted by them towards the cost of lock keeping and the maintenance of navigation works constructed under the principal agreement. Clauses 45 to 51 of tile principal agreement provide for the amounts of water to be taken by the respective State contracting Governments. Clause 44 provides that these provisions are not to take effect until the completion of the Lake Victoria and Upper Murray storage works, or until seven years after the agreement comes into effect, whichever first happens. The works referred to have not been completed and the seven years will shortly expire. Clause 9 of the amending agreement consequently extends the seven years to 12 but also provides that, until clauses 45 to 51 of the principal agreement take effect, the River Murray Commission may determine by a three-fourths majority the amount of water to be allowed to pass for supply to South Australia.

Mr. Crosby—Does that weaken the position of South Australia?

The ATTORNEY-GENERAL—From the advice we have received from our officers we think not. Clause 10 of the amending agreement amends clause 58 of the principal agreement in order to give full effect to the provisions of clause 9 of the amending agreement. If there is a difference of opinion between the Commissioners on any question arising out of clause 4 and three of them do not concur within two months after the question is submitted to them, the matter is to be referred to the decision of an arbitrator appointed by the contracting Governments. Under clause 32 of the principal agreement the cost oi the works authorised by the agreement is to be borne in the following proportions on an estimated total cost of £4,663,000:—Commonwealth, £1,000,000; New South Wales, Victoria, and South Australia, each £1,221,000. The Commonwealth Government have now agreed to bear a share of the cost equal to those of the other contracting Governments upon the understanding that it is the intention to carry out the complete programme of works contemplated by the principal agreement, with such modifications as are mutually agreed upon by all the contracting Governments, and provision is accordingly made in clause 11 of the amending agreement. These are the whole of the alterations which have been made to the existing agreement.

Mr. Crosby-—Was there not something in the agreement extending the time up to which they could be completed?

The ATTORNEY-GENERAL—No. There is only the extension of time from seven to 32 years already referred to, and that is based upon the Lake Victoria and Upper Murray storage works. I move the second reading.

Mr. CROSBY secured the adjournment of the debate until October 17.