

BRIGALOW LANDS AGREEMENT.

No. 103 of 1962.

An Act relating to an Agreement between the Commonwealth and the State of Queensland with respect to the Development of Brigalow Lands in the Fitzroy River Basin.

[Assented to 14th December, 1962.]

BE it enacted by the Queen's Most Excellent Majesty, the Senate, and the House of Representatives of the Commonwealth of Australia, as follows:—

1. This Act may be cited as the *Brigalow Lands Agreement Act 1962*. Short title.
2. This Act shall come into operation on a date to be fixed by Proclamation. Commencement.
3. The agreement a copy of which is set out in the Schedule to this Act is approved. Approval of agreement.
4. The payments (including advances) by the Commonwealth to the State of Queensland provided for in the agreement referred to in the last preceding section may be made, by way of financial assistance to that State on the terms and conditions contained in that agreement, out of the Consolidated Revenue Fund, which is appropriated accordingly. Financial assistance.
5. Amounts expended by the State of Queensland in respect of which payments to the State are made under this Act shall not be taken into account for the purposes of section six of the *Commonwealth Aid Roads Act 1959*. Certain expenditure not to be taken into account for purposes of Commonwealth Aid Roads Act.

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THE SCHEDULE.

Section 3.

AN AGREEMENT made the first day of December 1962 between THE COMMONWEALTH OF AUSTRALIA (in this agreement called "the Commonwealth") of the one part and THE STATE OF QUEENSLAND (in this agreement called "the State") of the other part:

WHEREAS—

- (a) it is desirable in the interests of the State of Queensland and of the Commonwealth of Australia generally that the area of land described in the First Schedule to this agreement should be further developed for the purpose of increasing the production of beef cattle and other primary products and the supply of beef for export;
- (b) the State proposes, subject to the provision to the State of financial assistance from the Commonwealth, to implement a programme of development of that area in accordance with the general plan of development described in the Second Schedule to this agreement;
- (c) for the purpose of implementing that programme of development, the State proposes to carry out during the period of five years ending on the thirtieth day of June, 1967, the works described in the Third Schedule to this agreement;
- (d) the Commonwealth and the State have agreed that the financial assistance from the Commonwealth that would enable the works to be carried out consists of an amount not exceeding £7,250,000 which will be repayable by the State as provided in this agreement and of which an amount not exceeding £1,650,000 is expected to be required in the financial year ending on the thirtieth day of June, 1963; and
- (e) the Parliament of the Commonwealth is to be asked to grant that financial assistance to the State under section 96 of the Constitution of the Commonwealth of Australia upon and subject to the conditions set out in this agreement.

NOW IT IS HEREBY AGREED as follows:—

Definitions.

1. In this agreement, unless the contrary intention appears—

- "financial year" means a period of twelve calendar months ending on the thirtieth day of June;
- "Schedule" means Schedule to this agreement;
- "the works" means the works described in the Third Schedule or, if that Schedule is varied in accordance with clause 9 of this agreement, the works described in that Schedule as so varied; and
- "the Treasurer" means the Treasurer of the Commonwealth and includes such other Minister of State of the Commonwealth or member of the Federal Executive Council as is for the time being acting for and on behalf of the Treasurer.

Approval of Agreement.

2. This agreement shall have no force and effect and shall not be binding upon either party until it is approved by the Parliament of the Commonwealth and the Parliament of the State.

Financial Assistance.

3.—(1.) Subject to compliance by the State with the provisions of this agreement, the Commonwealth will in accordance with and subject to the provisions of this agreement provide financial assistance to the State towards meeting expenditure on the works consisting of amounts which—

- (a) do not during the financial year ending on the thirtieth day of June, 1963, exceed in total One million six hundred and fifty thousand pounds (£1,650,000); and
- (b) do not exceed in the aggregate Seven million two hundred and fifty thousand pounds (£7,250,000).

(2.) For the purposes of this agreement expenditure on the works means expenditure by the State on or in connexion with the works during the five years commencing on the first day of July, 1962, and includes planning and administrative expenses incurred by the State during that period that are directly related to carrying out the works but does not include expenses that would have been or would be incurred whether or not the works were carried out.

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THE SCHEDULE—*continued.*

4.—(1.) The Commonwealth will, at the request of the State from time to time and subject to the provisions of this agreement, make payments to the State in pursuance of the last preceding clause of amounts equal to expenditure on the works. **Payments by Commonwealth.**

(2.) The State will furnish to the Treasurer such documents and other evidence in support of each request by the State for a payment to it by the Commonwealth under sub-clause (1.) of this clause as the Treasurer may from time to time reasonably request, whether the request by the Treasurer is made before or after the Commonwealth has made a payment pursuant to the request by the State.

(3.) Any statement of expenditure by the State forwarded to the Commonwealth in connexion with a request for payment in accordance with sub-clause (1.) of this clause shall be certified as to its correctness by the Auditor-General for the State.

5.—(1.) The Treasurer may, at such times as he thinks fit, make advances of such amounts as he thinks fit to the State on account of an amount that may become payable to the State under clause 4 of this agreement. **Advances.**

(2.) An amount or part of an amount advanced by the Treasurer under this clause may be deducted by the Commonwealth from amounts to be paid subsequently under sub-clause (1.) of clause 4 of this agreement, or, if there are no further amounts to be paid under that sub-clause, shall be refunded by the State to the Treasurer at his request.

6. The State shall ensure that an amount, or any part of an amount, paid to the State under this agreement is not used or applied except for the purpose of meeting or of reimbursing the State for expenditure on the works. **Use of Payments and Advances.**

7.—(1.) Interest at the rate provided in this clause shall accrue in respect of each payment or advance made to the State under clause 4 or clause 5 of this agreement calculated from the date on which the payment or advance was made on so much of the payment or advance as for the time being has not been repaid by the State under the next succeeding clause or in the case of an advance refunded to the Commonwealth under clause 5 of this agreement. **Interest.**

(2.) The amount of the interest that has accrued under this clause (including interest that has accrued under paragraph (a) of this sub-clause) shall be calculated as at each fifteenth day of January and fifteenth day of July and—

(a) an amount so calculated in respect of a period prior to the sixteenth day of July, 1967, shall be payable by the State to the Commonwealth as if the amount were a payment made to the State by the Commonwealth under this agreement repayable by the State in accordance with the next succeeding clause and interest at the rate provided in this clause shall accrue under this clause in respect of the amount, calculated from the date at which the amount was calculated on so much of the amount as for the time being has not been paid by the State; and

(b) an amount so calculated in respect of a period after the fifteenth day of July, 1967, shall become payable by the State to the Commonwealth upon the date at which the amount was calculated.

(3.) The rate at which interest accrues under this clause in respect of a payment or advance made to the State under clause 4 or clause 5 of this agreement or in respect of an amount referred to in paragraph (a) of the last preceding sub-clause shall be the rate payable on the long term loan last raised by the Commonwealth in Australia for public subscription prior to the date upon which the payment or advance was made or at which the amount was calculated, as the case may be.

8.—(1.) Subject to sub-clause (2.) of this clause, the State shall repay to the Commonwealth the amount of each payment made to the State under clause 4 or advance made to the State and not refunded under clause 5 of this agreement by forty equal consecutive half-yearly payments, the first payment in each case to be made on the fifteenth day of January, 1968. **Repayments by the State.**

(2.) The State may at any time after giving to the Treasurer notice in writing of at least one month of its intention to do so, pay to the Commonwealth the whole or any part not being less than Fifty thousand pounds (£50,000) of so much of a payment or

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THE SCHEDULE—*continued.*

advance or of an amount referred to in paragraph (a) of sub-clause (2.) of the last preceding clause as has not been repaid or paid by the State, together with the interest on the amount paid accrued under the last preceding clause to the date of payment.

- Execution of the Works.** 9.—(1.) The State shall ensure that the works are carried out efficiently and in conformity with sound engineering and financial practices.
- (2.) To the extent that it is necessary for the more efficient fulfilment of the objectives of this agreement, the Third Schedule may be varied in such manner and to such extent as the State proposes and the Treasurer approves.
- Expenditure in relation to Commonwealth Aid Roads.** 10. Subject to provision being made by the Parliament of the Commonwealth for giving effect to this clause, amounts expended by the State in respect of which payments are made or to be made to the State under this agreement shall not be taken into account for the purposes of section six of the *Commonwealth Aid Roads Act 1959*.
- Annual Estimates.** 11. The State shall prepare and furnish to the Treasurer not later than the thirtieth day of April in each year a statement or statements showing the estimated expenditure on the works during the next succeeding financial year and estimates of the amounts that the State will request the Commonwealth to pay to the State under this agreement during that financial year.
- Supply of Information.** 12.—The State shall from time to time at the request of the Treasurer furnish to him such information as he may reasonably require for the purposes of or in relation to this agreement.
- Financial Statements.** 13. The State shall—
- (a) keep full accounts and records of all financial transactions, work done, and plant, stores, materials and equipment used or disposed of, in connexion with the works; and
 - (b) furnish to the Treasurer, as soon as possible after the completion of each financial year in which there is expenditure on the works, a progress report on the performance of the works, together with financial statements showing expenditure on the works up to the preceding thirtieth day of June, the latest estimates of the complete cost of the works, and the estimated amounts of annual expenditure necessary to complete the works.
- Audit.** 14.—(1.) The accounts, books, vouchers, documents and other records of the State relating to the carrying out of the works shall be subject to audit by the Auditor-General of the State.
- (2.) Until such time as the works are completed, all amounts to be paid by the Commonwealth under this agreement are paid, and supporting evidence to the satisfaction of the Treasurer in relation to all amounts paid is furnished by the State, a report on the audits and on the financial statements in respect of each financial year shall be furnished by the Auditor-General of the State to the Treasurer as soon as possible after the completion of the financial year, indicating inter alia—
- (a) whether the financial statements are based on proper accounts and records and are in agreement with those accounts and records; and
 - (b) whether the expenditure of moneys is in accordance with the agreement,
- and including reference to such other matters arising out of the audits and financial statements as the Auditor-General of the State considers should be reported to the Treasurer.
- Notices, &c.** 15. Any notice, request or other communication to be given or made under this agreement by the Commonwealth or the Treasurer to the State shall be deemed sufficiently given or made if it is in writing signed by the Treasurer or by any person thereunto authorized in writing by him and any notice, request or other communication to be given or made by the State to the Commonwealth or the Treasurer shall be deemed sufficiently given or made if it is in writing signed by the Minister of the Crown in right of the State for the time being charged with the administration of the Act of the Parliament of the State by which this agreement is approved or by any person thereunto authorized in writing by that Minister.

THE SCHEDULES.

FIRST SCHEDULE.

Recital (a).

THE AREA TO BE DEVELOPED.

The area of land to be developed (in these Schedules referred to as "the area") consists of an area of approximately 4,271,000 acres of the Fitzroy River Basin in Queensland described as follows:—

Commencing on the Central Railway at a point north from the north-west corner of portion 11v, parish of Walton and bounded thence by that Railway westerly to the Comet River, by that river upwards to its intersection by the Carnarvon Highway, by that highway south-westerly to the north boundary of portion 1, parish of Pallas, by that portion north-westerly to Consuelo Creek, by that creek and Sandy Creek upwards to portion 4, parish of Aubrey, by portions 4 and 5 south-westerly, by portions 5 and 1 and Morella Creek Holding southerly to the Great Dividing Range, by that range, the Carnarvon, Expedition and Bigge Ranges, south-easterly and north-easterly to the north boundary of Coorada Holding, by that holding east and south to the north-west corner of portion 2, parish of Coorada, by portions 2 and 1 easterly, by Ghinghinda Holding, portion 3, parish of Martin, portion 17, parish of Gibber Gonyah and portion 14, parish of Highworth north-easterly to the Dawson River, by that river upwards to Fifth Avenue, Theodore, by that avenue east to the Dawson Valley Railway, by that railway northerly to a point west from the west corner of section 12, Town of Baralaba, by a line north-west to the Mimosa Highway, by that highway north-west and westerly to the Dawson Range, by that range south-easterly to the east corner of portion 3, parish of Nulalbin, by portions 3 and 4 south-westerly and north-westerly, by Mimosa Park Holding south-westerly and north-westerly, by portions 6 and 5, parish of Wooroona and portion 1, parish of Waratah north-westerly again to the Expedition Range, by that range north-westerly to the north-east corner of portion 1, parish of Stewarton, by Charlevue Holding north-easterly and easterly to the south-west corner of portion 12v, parish of Walton; and by portions 12v and 11v and a line north to the point of commencement.

SECOND SCHEDULE.

Recital (b).

THE GENERAL PLAN OF DEVELOPMENT.

The area is at present divided into 115 holdings. It is in a relatively undeveloped condition and contains large tracts of brigalow and associated scrub.

The general plan of development proposed by the State comprises—

- (1) Resubdivision of the area into not less than 250 blocks of land and not more than 350 blocks of land by the State terminating the existing tenancies and redesigning the area.
- (2) Allocation of the resubdivided blocks as follows:—
 - (a) Each existing leaseholder to be offered a new title in respect of part of his existing holding under conditions requiring development of the block to minimum standards laid down by the State without the provision of financial assistance by the State from moneys provided under this agreement.
 - (b) Not less than one-quarter of the number of remaining blocks (including any blocks in respect of which existing leaseholders do not elect to take a new title in accordance with paragraph (a) above), being blocks containing not more than 10,000 acres, to be offered for

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THE SCHEDULES—*continued.*SECOND SCHEDULE—*continued.*

sale at auction by the State for conditional purchase in their present state of development under conditions requiring development to minimum standards laid down by the State without the provision of financial assistance by the State from moneys provided under this agreement.

- (c) The number of blocks remaining after the allocation of blocks in accordance with paragraph (a) above and the sale of blocks in accordance with paragraph (b) above to be allotted, under conditions requiring development to minimum standards laid down by the State, to applicants to be selected in accordance with procedures determined by the State.
- (3) In respect of blocks allotted in accordance with paragraph (2) (c) above, the State to offer to undertake the following development of each block on behalf of the allottee subject to the repayment to the State by the allottee of the cost of such development (plus interest)—
- (i) the clearing of brigalow and associated scrub from a proportion of the block, the burning of that scrub and the sowing to pasture of the land so cleared;
 - (ii) the provision of minimum fencing on the block for cattle control purposes;
 - (iii) the provision of minimum yards and dips for cattle tick control purposes; and
 - (iv) the provision of minimum cattle watering facilities.
- (4) Each person who, in accordance with paragraph (2) (c) above, is allotted a block containing not more than 10,000 acres to have the right to a conditional purchase of the block, but the Deed of Grant will not issue until the block has been developed to the minimum standards referred to in paragraph (2) (c) and all amounts owing by him to the State in respect of the block have been paid.
- (5) Adequate roads to be provided within the area.

THIRD SCHEDULE.

Recital (c) and
Clause 1.

THE WORKS.

Works within the area for the purpose of carrying out a plan of development in accordance with the general plan of development described in the Second Schedule, and consisting of the following:—

- (1) The termination by the State of existing tenancies in the area.
- (2) The development of the blocks of land referred to in paragraph (2) (c) of the Second Schedule, being blocks the allottees of which accept the offer referred to in paragraph (3) of the Second Schedule, by—
 - (a) the clearing of brigalow and associated scrub from not more than 6,000 acres of each block, the burning of that scrub and the sowing to pasture of the land so cleared;
 - (b) the provision of not more than 20 miles, on the average, of fencing on each block;
 - (c) the provision of one cattle tick control unit on each block;
 - (d) the provision of not more than two permanent water facilities on each block.

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THE SCHEDULES—*continued.***THIRD SCHEDULE—*continued.***

- (3) The improvement to all-weather gravel standard of approximately 180 miles of roads in the area declared under "The Main Roads Acts, 1920 to 1962" of the State and the construction or improvement of not more than 410 miles of access roads dedicated by the Crown in the area.

IN WITNESS WHEREOF this agreement has been executed by the parties the day and year first above written.

SIGNED for and on behalf of THE COMMON-
WEALTH OF AUSTRALIA by the
Right Honourable ROBERT GORDON
MENZIES, the Prime Minister of the
Commonwealth, in the presence of— } ROBERT MENZIES
R. J. LINFORD

SIGNED for and on behalf of THE STATE
OF QUEENSLAND by the Honourable
GEORGE FRANCIS REUBEN NICK-
LIN, the Premier and Chief Secretary
of the State, in the presence of— } FRANK NICKLIN
T. A. HILEY