



ELIZABETHAE SECUNDAE REGINAE

No. 62 of 1965

An Act to Approve a Further Agreement between the Commonwealth and the State and to Amend "The Brigalow and Other Lands Development Act of 1962," in certain particulars

[ASSENTED TO 23RD DECEMBER, 1965]

BE IT ENACTED by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Assembly of Queensland in Parliament assembled, and by the authority of the same, as follows:—

1. (1) **Short title.** This Act may be cited as "*The Brigalow and Other Lands Development Act Amendment Act of 1965.*"

(2) **Principal Act.** "*The Brigalow and Other Lands Development Act of 1962*" is in this Act referred to as the Principal Act.

(3) **Collective title.** The Principal Act and this Act may be collectively cited as "*The Brigalow and Other Lands Development Acts, 1962 to 1965.*"

2. Amendment of s. 2 (1). Subsection (1) of section two of the Principal Act is amended by omitting the definition "Minister" and inserting in its stead the following definition:—

“ “Minister”—The Minister for Lands or other Minister of the Crown for the time being administering this Act.

The term includes a Minister of the Crown temporarily performing the duties of the Minister charged for the time being with the administration of this Act.”

3. Amendment of s. 10. Section ten of the Principal Act is amended by adding the following subsection:—

“(4) Where the Minister refuses any application, the deposit lodged by the applicant, together with any other moneys paid by him, may be forfeited in whole or in part as the Minister in his discretion may determine.”

4. Amendments of s. 12. Section twelve of the Principal Act is amended by—

(a) in the second paragraph omitting the words “The term of the lease” and inserting in their stead the words “The term of a purchase lease”; and

(b) adding the following paragraph:—

“The term of a Grazing Selection shall be the notified term and shall commence on the quarter day next following the date when the applicant took up personal residence on the land.”

5. Amendments of s. 18. Section eighteen of the Principal Act is amended by—

(a) in the sectional note thereto omitting the word “purchase”;

(b) in paragraph (a) omitting the word “purchase”;

(c) in the general words following paragraph (c) omitting the words “a purchase lease” and inserting in their stead the words and brackets “a lease (whether a purchase lease or a grazing homestead freeholding lease)”.

6. Amendments of s. 19. Section nineteen of the Principal Act is amended by—

(a) omitting subsection (2) and inserting in its stead the following subsection:—

“(2) The area of any lot of land in a declared area offered for sale or sold under this Act and the Land Act shall not exceed an area which in the opinion of the Commission is a living area.”; and

(b) in subsection (3) omitting the first paragraph and inserting in its stead the following paragraphs:—

“A holder of a lot of land in a declared area sold by public auction, or the lessee of a purchase lease or grazing selection opened for selection by notification under the provisions of this Act and the Land Act in a declared area shall not be competent to purchase or hold any land in a declared area sold by auction under this Act and the Land Act.

In this subsection the term “grazing selection” shall extend to and include a grazing homestead freeholding lease to which such grazing selection may have been converted.”

7. Amendment of s. 21. Section twenty-one of the Principal Act is amended by inserting after the words “purchase lease” the words “, grazing homestead freeholding lease”.

8. Amendment of s. 22 (1). Subsection (1) of section twenty-two of the Principal Act is amended by inserting after the words “purchase lease” the words “, grazing homestead freeholding lease”.

9. Amendments of s. 23. Section twenty-three of the Principal Act is amended by—

(a) in subsection (1)—

(i) in the general words appearing before paragraph (a) inserting after the words “purchase lease” the words “, grazing homestead freeholding lease”;

(ii) inserting after paragraph (d) the following paragraphs:—

“ (e) purchase of stock;

(f) capitalised interest.”;

(b) in subsection (2) adding to the last paragraph the words “and, in the case of an advance for purchase of stock shall require in respect of such stock a first stock mortgage”;

(c) in subsection (3) inserting after the words “purchase lease” the words “, grazing homestead freeholding lease”;

(d) in subsection (4) omitting the words “twenty-four thousand pounds” and inserting in their stead the words “thirty thousand pounds”.

10. Agreement authorised and ratified. The Premier of Queensland is, and it is hereby declared always was, hereby authorised to make, for and on behalf of the State of Queensland, with the Commonwealth of Australia the Agreement a copy of which is set out in the Schedule to this Act (herein referred to as the “Agreement”).

The Agreement is hereby approved and ratified.

SCHEDULE

AN AGREEMENT made the Second day of December, 1965 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) by an agreement made between the Commonwealth and the State the first day of December, 1962 (in this agreement referred to as "the principal agreement"), provision was made for the Commonwealth to grant financial assistance to the State for the further development, for a period of five years commencing on the first day of July, 1962, of the area of land in the Fitzroy River Basin in the State described in the First Schedule to the principal agreement;
- (b) the principal agreement was approved and the payment of financial assistance to the State on the terms and conditions contained in the principal agreement was authorized by the Parliament of the Commonwealth by the *Brigalow Lands Agreement Act 1962*;
- (c) the principal agreement was approved and ratified by the Parliament of the State by section 31 of "*The Brigalow and Other Lands Development Act of 1962*";
- (d) the principal agreement provided that the further development should be in accordance with the general plan of development set out in the Second Schedule to the principal agreement and that the works for the carrying out of the development should, subject to sub-clause (2) of clause 9 of the principal agreement, consist of the works described in the Third Schedule to the principal agreement;
- (e) the development is being carried out by the State and financial assistance is being granted by the Commonwealth to the State in accordance with the provisions of the principal agreement;
- (f) it is desirable that certain land in the Fitzroy River Basin in addition to that described in the First Schedule should be included in the land to be developed by the State and that the general plan of development set out in the Second Schedule and the works set out in the Third Schedule should be amended; and
- (g) it has been agreed between the Commonwealth and the State that the period that would enable the land described in the First Schedule and the additional land to be developed is a period of three years in addition to the period mentioned in recital (c) of the principal agreement:

NOW IT IS HEREBY AGREED as follows:—

1. This agreement shall have no force or effect until it has been approved by the Parliament of the Commonwealth and the Parliament of the State.

2. When this agreement has been approved by the Parliament of the Commonwealth and the Parliament of the State, the principal agreement shall be construed and take effect as amended by this agreement.

3. Clause 3 of the principal agreement is amended by omitting from sub-clause (2) the words " five years " and inserting in their stead the words " eight years ".

4. Clause 8 of the principal agreement is amended by omitting sub-clause (1) and inserting in its stead the following sub-clause:—

" (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 of this agreement or advance made to the State and not refunded under clause 5 of this agreement by forty equal consecutive half-yearly repayments, the first repayment in respect of any such payment or advance made to the State prior to the first day of July, 1967, to be made on the fifteenth day of January, 1968, and the first repayment in respect of any such payment or advance made to the State on or after the first day of July, 1967 to be made on the fifteenth day of January, 1971."

5. Clause 9 of the principal agreement is amended by omitting from sub-clause (2) the words " the Third Schedule " and inserting in their stead the words " the Schedules ".

6. The principal agreement is further amended by omitting the Schedules and inserting in their stead the following Schedules:—

THE SCHEDULES

FIRST SCHEDULE

THE AREA TO BE DEVELOPED Recital (a).

The area of land to be developed (in these Schedules referred to as " the development area ") comprises a total of approximately 4,976,000 acres in the Fitzroy River Basin in Queensland and consists of the following separate areas:—

- (a) an area of approximately 4,271,000 acres 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 Developmental Road, by that road 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 Gunyah and portion 14, parish of Highworth north-easterly to the Dawson River, by that river upwards to the 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;

- (b) an area of approximately 66,000 acres commencing on the Comet River at the north termination of the east boundary of portion 8, parish of Arcturus, and bounded thence by that portion south and south-westerly, by portion 47 southerly and west, by that portion and portion 48 south-westerly, by portion 52 south-easterly, north-easterly, again south-easterly and south-westerly to Meteor Creek Holding, by that holding south-easterly, easterly and again south-easterly to the Comet River; and by that river downwards to the point of commencement;
- (c) an area of approximately 39,000 acres commencing on the Carnarvon Developmental Road at its intersection by the north boundary of portion 2, parish of Pallas and bounded thence by that portion westerly, south-westerly and southerly, by portion 1 south-westerly and south-easterly to Consuelo Creek, by that creek downwards to its intersection by the north boundary of portion 1, by that portion south-easterly to the Carnarvon Developmental Road; and by that road north-easterly to the point of commencement; and
- (d) ten areas comprising in total approximately 600,000 acres to be selected by the State within the area of approximately 4,864,000 acres (which area of approximately 4,864,000 acres and the areas described in paragraphs (a), (b) and (c) of this Schedule are in these Schedules referred to collectively as "the defined areas") commencing on the Dawson River at the south-west corner of the parish of Walloon, and bounded thence by the southern boundaries of that parish and the parish of Okangal, by the western and southern boundaries of the parish of Mungungal, by the southern boundary of the parish of Camboon, by the western boundaries of the parishes of Calrossie, Borania, Dyngie, Woodbank, Ballymore and Kilbeggan, by the south boundary of the lastmentioned parish to portion 7, parish of Warranna, by the north-west boundaries of that portion and portion 10, by the north-east, north, western and south-western boundaries of portion 6, by the western boundary of the parish of Goldsmith, by the northern boundary of the parish of Quandong, by the north-eastern boundary of the parish of Downfall, by the northern boundaries of the parishes of Wandoan and Juandah, by the northern and western boundaries of the parish of Hinchley to its south-west corner, by a line west to Horse Creek (East Branch), by that

creek downwards and Horse Creek upwards to portion 5, parish of Sollow, by the northern boundary of that parish, by the north-west boundary of portion 6, parish of Emu, by the northern boundary of portion 7, by the eastern and northern boundaries of portion 8 and the parish of Woodduck, by the eastern boundary of portion 5, parish of Durham, by the eastern and northern boundaries of portion 4, by the north-eastern boundary of the parish of Narran, by the eastern and north-eastern boundaries of the parish of Hallett, by the eastern boundary of the parish of Mount Hutton, by the south-eastern boundary of the parish of Beilba to the Dawson River, by that river upwards to portion 4, parish of Moravia, by that portion north to the Carnarvon Range, by that range and the Expedition and Bigge Ranges 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 Gunyah and portion 14, parish of Highworth north-easterly to the Dawson River; and by that river downwards to the point of commencement.

SECOND SCHEDULE

THE GENERAL PLAN OF DEVELOPMENT Recital (b).

The general plan of development proposed by the State in respect of the development area comprises—

- (a) The termination of any existing tenancies and resubdivision of the development area into not less than 250 and not more than 400 blocks of land.
- (b) Allocation of the blocks of land made available in the resubdivision as follows:—
 - (i) 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.
 - (ii) 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 (i) above), being blocks containing not more than 10,000 acres, to be offered for 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.

- (iii) The number of blocks remaining after the allocation of blocks in accordance with paragraph (i) above and the sale of blocks in accordance with paragraph (ii) 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.
- (c) In respect of blocks allotted in accordance with paragraph (b) (iii) above, the State to offer to develop or to develop and partly stock with cattle each block on behalf of the allottee subject to the repayment to the State of the cost of any such development and stocking with interest.
- (d) Each person, who, in accordance with paragraph (b) (iii) 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 (b) (iii) and all amounts owing by him to the State in respect of the block have been paid.
- (e) Adequate roads to be provided within the defined areas.

THIRD SCHEDULE

THE WORKS Recital (c) and Clause 1.

Works 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:—

- (a) The termination by the State of existing tenancies in the development area.
- (b) The development and stocking of blocks, being blocks referred to in paragraph (b) (iii) of the Second Schedule in respect of which the allottees have accepted offers made by the State in accordance with paragraph (c) of the Second Schedule, by—
 - (i) works in connexion with the clearing of the blocks of timber and undergrowth, maintaining the blocks free of regrowth and suckers and other treatment of the timber and undergrowth on the blocks;
 - (ii) the establishment of sown pastures;
 - (iii) the provision of fencing;
 - (iv) the provision of cattle tick control units;
 - (v) the provision of water facilities; and
 - (vi) the provision of breeding cattle.
- (c) In the defined areas the improvement to all-weather gravel standard of approximately 250 miles of roads declared under "*The Main Roads Acts, 1920 to 1964,*" of the State and the construction or improvement of not more than 500 miles of access roads dedicated by the Crown.

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

SIGNED for and on behalf of THE COMMONWEALTH OF AUSTRALIA by the Right Honourable Sir ROBERT GORDON MENZIES, the Prime Minister of the Commonwealth.

ROBERT MENZIES

In the presence of—F. W. JENNINGS.

SIGNED for and on behalf of THE STATE OF QUEENSLAND by the Honourable GEORGE FRANCIS REUBEN NICKLIN, the Premier and Chief Secretary of the State.

FRANK NICKLIN

In the presence of—J. A. SEWELL.