

Queensland



ANNO SEXTO DECIMO

ELIZABETHAE SECUNDAE REGINAE

No. 47 of 1967

An Act to approve a Further Agreement between the Commonwealth and the State and to Amend "The Brigalow and Other Lands Development Acts, 1962 to 1965," in certain particulars

[ASSENTED TO 22ND DECEMBER, 1967]

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 Acts Amendment Act of 1967.*"

(2) **Principal Act.** "*The Brigalow and Other Lands Development Acts, 1962 to 1965,*" are 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 1967.*"

2. Amendment of s. 5 (2). Subsection (2) of section five of the Principal Act is amended in paragraph (a) by omitting the subparagraph commencing with the words "The arrangements shall provide" and concluding with the words "under fee simple or agricultural selection tenure" and inserting in its stead the following subparagraph—

"The arrangements shall provide the tenure under which land is to be made available to the late lessee pursuant thereto, provided that land the area whereof is substantially in excess of a living area shall not be arranged to be made available in fee simple or under a grazing homestead freeholding lease."

3. Amendments of s. 6. Section six of the Principal Act is amended by—

(a) in subsection (1)—

(i) omitting the words "selection tenure" and inserting in their stead the word "tenure";

(ii) adding the following paragraph:—

"Where in accordance with such an arrangement a grazing homestead freeholding lease is made available to a late lessee—

(i) moneys payable by the Crown on the surrender of the land comprised in the holding of the late lessee may by agreement between the Crown and the late lessee be set off against the unimproved value of the grazing homestead freeholding lease;

(ii) the unimproved value of the land, and the market value of the commercial timber the property of the Crown on the land, comprised in such lease shall be the value as determined by the Minister in terms of and in accordance with the arrangement;

(iii) a determination made pursuant to subparagraph (ii) of this paragraph shall not be the subject of a reference to the Court or an appeal to the Land Appeal Court; and

(iv) subject to the provisions of this subsection the provisions of the Land Acts with respect to a grazing homestead freeholding lease to which a grazing selection is converted under those Acts (including the provisions relating to the issue of the deed of grant) shall, with and subject to all necessary adaptations and modifications apply to such lease."

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

"(2) This section does not empower the Governor in Council to grant in fee simple or demise under grazing homestead freeholding lease, or purchase lease any land the area whereof is substantially in excess of a living area."

4. Amendment of s. 7 (2). Subsection (2) of section seven of the Principal Act is amended by inserting in paragraph (a) after the words and symbol "with grass," the word and symbol "cultivated,".

5. Amendments of s. 8. Section eight of the Principal Act is amended by—

(a) in subsection (2) omitting the words “exceeds ten thousand acres” and inserting in their stead the words “is substantially in excess of a living area”; and

(b) adding to subsection (3) the following paragraph:—

“Notwithstanding any provisions of the Land Act prescribing the area and rental limitations or other disqualifications prescribed in respect of the applying for and the holding of land made available for selection, the Minister with the approval of the Governor in Council shall fix all the qualifications or conditions which applicants must possess or comply with in order to be eligible and qualified to apply for and hold the land to be made available under this Act.”

6. Repeal of and new s. 16. The Principal Act is amended by repealing section sixteen and inserting in its stead the following section:—

“**[16.] Restrictions on transfer, &c., of purchase lease.** (1) Save as prescribed by this section a purchase lease or any interest in any such lease shall not be capable of transfer or assignment, whether by operation of law or otherwise, or of being sublet.

(2) During the prescribed period of personal residence the Minister may, subject to this section, permit the transfer or assignment of—

(a) a purchase lease in the case of—

(i) the death, mental sickness or bankruptcy of the lessee;

(ii) the Public Curator when authorized to act under the provisions of Part IIIA or Part IV of “*The Public Curator Acts, 1915 to 1957*”;

(iii) a sale by a mortgagee exercising power of sale under the Land Act;

(iv) a sale pursuant to section two hundred and ninety-two of the Land Act;

(v) the Minister being satisfied that by reason of serious illness, accident, infirmity or misfortune the lessee is unable to carry on efficiently;

(b) an interest in a purchase lease in the case of such a transfer or assignment to a lawful spouse or child of the lessee eligible and qualified under the Land Act and this Act to hold such interest.

(3) In the event of a transfer or assignment pursuant to paragraph (a) of subsection (2) of this section the transferee or assignee shall be bound to perform the condition of personal residence during the residue of the prescribed period of personal residence.

(4) After the expiration of the prescribed period of personal residence the Minister may, subject to this section, permit a purchase lease or any interest therein to be transferred, assigned or sublet.

(5) Where the permission of the Minister is required pursuant to this section, the Minister shall not grant such permission—

(a) unless the proposed transferee, assignee or sublessee will, in the opinion of the Minister, be a suitable settler in the declared area in question;

- (b) unless in the opinion of the Minister the aggregate of the area of the purchase lease and of any other lands held by the proposed transferee, assignee or sublessee is not substantially in excess of a living area; and
- (c) (in relation to a proposed transfer or assignment in the case of paragraph (b) of subsection (2) of this section) unless the transferor or assignor will subsequent to the execution of the transfer or assignment hold not less than one-half interest in the lease.

(6) The Minister may subject any permission granted by him under this section to such conditions as he deems fit, including a condition that a specified amount or proportion of so much as has not been repaid of any advance made in respect of the purchase lease by the Corporation be repaid to it before the transaction is effected."

7. New s. 16A inserted. The Principal Act is amended by inserting after section sixteen the following section:—

"[16A.] **Restrictions on transfer, &c., of grazing selection.** The provisions of section sixteen of this Act relating to purchase leases shall with and subject to all necessary adaptations and modifications apply to grazing selections opened for selection by notification under the provisions of this Act and the Land Act in a declared area.

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

8. Amendment of s. 18. Section eighteen of the Principal Act is amended by—

- (a) numbering that section as subsection (1) thereof; and
- (b) adding the following subsection:—

"(2) The deed of grant to be issued to the lessee shall be issued subject to the condition prescribed by subsection (1) of section 147A of the Land Act and the provisions of that section shall with and subject to all necessary adaptations and modifications apply accordingly:

Provided that this subsection shall not apply to a purchase lease the term of which commenced prior to the first day of January one thousand nine hundred and sixty-eight."

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

- (a) adding to subsection (1) the following paragraph:—

"Notwithstanding the provisions of the Land Act the terms with respect to deposit, period of instalments and the manner and method of the payment of instalments shall be determined by the Minister with the approval of the Governor in Council."

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

"(2) The provisions of subsection (3) of section one hundred and seventy of the Land Act shall not apply in relation to the area of any lot of land in a declared area offered for sale or sold under this Act and the Land Act:

Provided that the area of any lot of such land shall not be substantially in excess of a living area."

(c) adding to subsection (4) the following proviso:—

“ Provided that—

- (a) the Governor in Council may from time to time with the consent of the lessee amend the provisions, terms and conditions (including the period of demise) to which a lease of such land is subject; and
- (b) the deed of grant issued in respect of such land to the purchaser or successor in interest to the purchaser at the time of the issue of the deed of grant shall be issued subject to the condition prescribed by subsection (1) of section 147A of the Land Act and the provisions of that section shall with and subject to all necessary adaptations and modifications apply accordingly:

Provided that this paragraph (b) shall not apply in respect of a lot of land in a declared area purchased prior to the first day of January one thousand nine hundred and sixty-eight.”

10. Amendment of s. 21. Section twenty-one is amended by omitting all words appearing after the words “for an advance” and inserting in their stead the words “for any one or more of the purposes for which the Corporation may make an advance pursuant to section twenty-three of this Act”.

11. Amendment of s. 23 (4). Subsection (4) of section twenty-three of the Principal Act is amended by omitting the words “thirty thousand pounds” and inserting in their stead the words “seventy-two thousand dollars”.

12. Amendment of s. 26. Section twenty-six of the Principal Act is amended by inserting before the words “shall not apply” the words “relating to the registration and renewal of registration of instruments”.

13. Amendment of s. 29 (1). Subsection (1) of section twenty-nine of the Principal Act is amended by omitting the words “Department of Public Lands” and inserting in their stead the words “Department of Lands”.

14. Declared area. The definition of a declared area in the Principal Act shall be deemed to have included on and from the first day of July one thousand nine hundred and sixty-six the area of the State (in this section called the “additional land”) described in paragraph (e) of the First Schedule to the Principal Agreement and any matter or thing purporting to have been done or made on and after the first day of July one thousand nine hundred and sixty-six in pursuance of the Principal Act within or in respect of the additional land shall be deemed, and is hereby authorized, to have been done or made within or in respect of the declared area as defined in the Principal Act.

In this section “Principal Agreement” means the Agreement a copy of which is set out in the Schedule to “*The Brigalow and Other Lands Development Act of 1962*” as amended by the Agreement a copy of which is set out in the Schedule to “*The Brigalow and Other Lands Development Act Amendment Act of 1965*” and by the Agreement a copy of which is set out in the Schedule to this Act.

15. Agreement authorized and ratified. The Premier and Minister for State Development is, and it is hereby declared always was, authorized 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 and the Agreement is approved and ratified accordingly.

SCHEDULE

[Section 15]

AN AGREEMENT made the twenty-seventh day of April One thousand nine hundred and sixty-seven 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 between the Commonwealth and the State made the first day of December, 1962 (in this agreement called "the Agreement") provision was made for the Commonwealth to grant financial assistance to the State for the purpose of the further development of land in the Fitzroy River Basin;
- (b) by a further agreement between the Commonwealth and the State made the second day of December, 1965 (in this agreement called "the Amending Agreement") the plan of development provided for by the Agreement was amended and the operation of the Agreement as amended was extended to the development of additional land and for an additional period of time;
- (c) the Agreement and the Amending Agreement have been approved and the payment of financial assistance to the State on the terms and conditions provided thereby has been authorized by the Parliament of the Commonwealth by the *Brigalow Lands Agreement Act 1962-1965*;
- (d) the Agreement and the Amending Agreement have been approved and their implementation provided for by the Parliament of the State by "*The Brigalow and Other Lands Development Acts, 1962 to 1965*"; and
- (e) it is proposed that further financial assistance be granted by the Commonwealth to the State to extend the development to additional land and for an additional period of time and that the terms and conditions on which the assistance is provided be further amended as hereinafter appears:

NOW IT IS HEREBY AGREED as follows:—

1. Approval of Agreement. This Agreement shall have no force or effect until it has been approved by the Parliament of the Commonwealth.

2. Operation of Agreement. When this Agreement has been approved by the Parliament of the Commonwealth, the Agreement, as amended by the Amending Agreement, shall be construed and take effect as further amended by this Second Amending Agreement.

3. Financial assistance. (1) Subclause (1) of clause 3 of the Agreement, is amended by deleting from subparagraph (b) the words and figures "Seven million two hundred and fifty thousand pounds (£7,250,000)" and inserting in their stead the words and figures "Twenty-three million dollars (\$23,000,000)".

(2) Subclause (2) of clause 3 of the Agreement, as amended by clause 3 of the Amending Agreement, is further amended by deleting the words "eight years" and inserting in their place the words "thirteen years".

4. Interest. Clause 7 of the Agreement is amended by deleting subclause (2) and inserting in its stead the following subclause:—

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

- (a) interest at the rate provided in this clause shall accrue in respect of each amount of interest so calculated that is referred to in paragraph (b) of this clause, computed 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 to the Commonwealth as provided in that paragraph;
- (b) the respective total sums of the amounts of interest so calculated—
 - (i) at each such date up to and including the fifteenth day of July, 1967, in respect of payments or advances made prior to the first day of July, 1967;
 - (ii) at each such date up to and including the fifteenth day of July, 1970, in respect of payments or advances made after the thirtieth day of June, 1967, and prior to the first day of July, 1970; and
 - (iii) at each such date up to and including the fifteenth day of July, 1975, in respect of payments or advances made after the thirtieth day of June, 1970, and prior to the first day of July, 1975;shall be payable by the State to the Commonwealth as if the total sums were payments made to the State by the Commonwealth under this Agreement repayable by the State in accordance with the next succeeding clause; and
- (c) an amount of interest so calculated, other than an amount included in the total sums referred to in paragraph (b), shall become payable by the State to the Commonwealth upon the day at which the amount is calculated.”

5. Repayments by the State. Clause 8 of the Agreement, as amended by clause 4 of the Amending Agreement, is deleted and the following clause inserted in its place:—

“8. (1) Subject to the provisions 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, including the total sums of the amounts referred to in paragraph (b) of subclause (2) of the last preceding clause, and of each advance made to the State and not refunded under clause 5 of this Agreement by forty equal consecutive half-yearly instalments on the fifteenth day of January and the fifteenth day of July in each year.

(2) The first instalment to be paid by the State under subclause (1) of this clause shall be payable—

- (a) in respect of a payment or an advance made prior to the first day of July, 1967—on the fifteenth day of January, 1968;
- (b) in respect of a payment or an advance made after the thirtieth day of June, 1967 and prior to the first day of July, 1970—on the fifteenth day of January, 1971;
- (c) in respect of a payment or advance made after the thirtieth day of June, 1970 and prior to the first day of July, 1975—on the fifteenth day of January, 1976.

(3) The first instalment in respect of a total sum of amounts referred to in paragraph (b) of subclause (2) of the last preceding clause shall be payable on the fifteenth day of January next occurring after the date at which the last amount included in the total sum was calculated.

(4) 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 One hundred thousand dollars (\$100,000) of so much as remains unpaid by the State of a payment or advance or of an amount referred to in subclause (2) of the last preceding clause, together with the interest on the amount paid accrued under the last preceding clause to the date of payment."

7. First Schedule. The First Schedule to the Agreement, as inserted by clause 6 of the Amending Agreement, is amended as follows:—

(a) by deleting from the commencing portion of the Schedule the expression "4,976,000 acres" and inserting in its place "11,176,000 acres";

(b) by deleting from paragraph (d) the words "paragraphs (a), (b) and (c) of this Schedule" and inserting in its place the words "paragraphs (a), (b), (c) and (e) of this Schedule";

(c) by inserting after paragraph (d) the following paragraph:—

"(e) an area of approximately 6,200,000 acres commencing on the Comet River at the crossing of the Central Railway and bounded thence by the Comet and Mackenzie Rivers downwards to the south corner of portion 6, parish of Lurline, by the south-west boundary of that portion, by the south-east, south-west and north-west boundaries of portion 5, parish of Middarra, by the south-western and south-eastern boundaries of portion 4, by the north-west and north-east boundaries of portion 6, parish of Lurline, again to the Mackenzie River, by that river downwards to the south-east corner of portion 1, parish of Cooroora, by the eastern, northern and north-western boundaries of that portion, by the north-eastern boundary of portion 1, parish of Yan Yan, by the south-eastern and north-eastern boundaries of portion 3, parish of Cuddesden, and portion 1, parish of Kynebil, by the southern, western, north-western and northern boundaries of portion 4, parish of Bul Bul, by the eastern, north-eastern and northern boundaries of portion 6, by the northern boundary of portion 5, by the south-east and northern boundaries of portion 4, parish of Bundoora, by the southern and western boundaries of portion 1, parish of Wyndham, by the western boundary of portion 3, parish of Kirkcaldy, by the south-eastern, south-western and north-western boundaries of portion 2, by the southern and south-western boundaries of portion 6, parish of Dysart, by the south-western and western boundaries of portion 8, parish

of Dunsmore, by the western boundaries of Lake Vermont and Vermont Holdings, by the southern and western boundaries of Cherwell and Wuthung Holdings, by the southern boundary of Wyena Holding, by the southern boundary of Nibbereena Holding, by the eastern, southern and western boundaries of Lambing Lagoon Holding, by the west boundary of Nibbereena Holding by the southern, western, northern and eastern boundaries of Glenavon Holding, by the north-western, northern and eastern boundaries of Nibbereena Holding, by the eastern boundary of Wyena Holding, by the south-western and southern boundaries of Picardy Holding, by the southern, eastern and northern boundaries of Morambah Holding, by the western boundaries of Broadlea and Wotonga Holdings, by the northern and north-eastern boundaries of Wotonga Holding, by the southern boundary of portion 2, parish of Kemmis, by the southern and eastern boundaries of portion 4, by the southern boundaries of portion 7, 6 and 5 to Nebo Creek, by that creek downwards to the north-west corner of portion 4, parish of Cockenzie, by the west, south-western, southern and eastern boundaries of that portion, by the north boundaries of portion 3 and R19 to Funnel Creek, by that creek downwards to portion 4, parish of Newstead, by the northern and eastern boundaries of that parish to the Connors River, by that river downwards to the south-west corner of portion 2, parish of Cardowan, by the southern boundary of that portion, by the north-eastern boundary of Markwell Holding, by the south-western and southern boundaries of Killarney Holding to the Connors Range, by the Connors and Broadsound Ranges generally south-easterly to Gilnorchie Holding, by the western boundaries of Gilnorchie and Langdale Holdings, by the Broadsound and Boomer Ranges to the north-west corner of Boomer Holding, by the western boundaries of Boomer and Rookwood Holdings, by the south-eastern boundary of Rookwood Holding to Melaleuca Creek, by that creek downwards to the north-west corner of portion 5, parish of Yarrow, by the eastern and south-eastern boundaries of portion 4 to the Fitzroy River, by that river downwards to the north-west corner of portion 25, parish of Mourangee, by the western and southern boundaries of that portion, by the south-western boundary of portion 10 to the Central Railway and by that railway generally westerly about 94 miles to the point of commencement."

8. Second Schedule. The Second Schedule to the Agreement, as inserted by clause 6 of the Amending Agreement, is amended as follows:—

(a) by deleting from paragraph (a) the figures "250" and "400" and inserting in their place the figures "500" and "800" respectively;

(b) by deleting subparagraph (ii) of paragraph (b) and inserting in its stead the following subparagraph:—

“(ii) 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 that are not substantially more than a living area as defined in section 5 of “*The Land Acts, 1962 to 1967*” of the State, not less than one-quarter of those in the areas described in paragraphs (a), (b), (c) and (d) of the First Schedule and not less than three-tenths of those in the area described in paragraph (e) of the First Schedule 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.”

(c) by inserting immediately after paragraph (b) the following paragraph:—

“(ba) The State may develop any blocks to be allotted in accordance with paragraph (b) (iii) above to or partly to the minimum standards laid down by the State and the allotment of a block so developed is to be subject to the conditions that the allottee shall—

- (i) pay to the State with interest and on such terms and conditions as may from time to time be determined by the State, the value as determined by the State of the development work; and
- (ii) complete or perform such further development as may be required to attain the minimum standards laid down by the State”;

(d) by deleting paragraph (d) and inserting in its stead the following paragraph:—

“(d) Each person who, in accordance with paragraph (b) (iii) above, is allotted a block which is not substantially more than a living area as defined in section 5 of “*The Land Acts, 1962 to 1967*” of the State to have the right to a conditional purchase of the block but the Deed of Grant is not to issue until the block has been developed to the minimum standards laid down by the State and all amounts owing by the allottee to the State in respect of the block have been paid.”

9. Third Schedule. The Third Schedule to the Agreement, as inserted by clause 6 of the Amending Agreement, is amended as follows:—

(a) by deleting from paragraph (b) the words “in respect of which allottees have accepted offers made by the State in accordance with paragraph (c) of the Second Schedule”;

(b) by deleting from paragraph (b) the word “and” after subparagraph (v) and by inserting in that paragraph immediately after subparagraph (vi) the following subparagraph:—

“(vii) the cultivation of suitable areas”;

(c) by deleting paragraph (c) and inserting in its place the following paragraph:—

“(c) In the defined areas the improvement to all-weather gravel standard of approximately 250 miles of roads declared under “*The Main Road Acts, 1920 to 1965*” of the State and the construction or improvement of not more than 1,000 miles of access roads dedicated by the Crown.”

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

SIGNED for and on behalf of THE COMMONWEALTH OF AUSTRALIA by the Right Honourable HAROLD EDWARD HOLT, the Prime Minister of the Commonwealth, in the presence of—P. H. BAILEY } HAROLD HOLT

SIGNED for and on behalf of THE STATE OF QUEENSLAND by the Honourable GEORGE FRANCIS REUBEN NICKLIN, the Premier and Minister for State Development, in the presence of—C. H. CURTIS } FRANK NICKLIN