

Brigalow Lands Agreement

No. 48 of 1967

An Act to amend the *Brigalow Lands Agreement Act*
1962–1965.

[Assented to 26 May 1967]

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

Short title
and citation.

1.—(1.) This Act may be cited as the *Brigalow Lands Agreement Act* 1967.

(2.) The *Brigalow Lands Agreement Act* 1962–1965* is in this Act referred to as the Principal Act.

(3.) The Principal Act, as amended by this Act, may be cited as the *Brigalow Lands Agreement Act* 1962–1967.

Commence-
ment.

2. This Act shall come into operation on the day on which it receives the Royal Assent.

Definitions.

3. Section 2A of the Principal Act is amended by omitting the definition of “the Amending Agreement” and inserting in its stead the following definitions:—

“ ‘the First Amending Agreement’ means the agreement a copy of which is set out in the Second Schedule to this Act;

‘the Second Amending Agreement’ means the agreement a copy of which is set out in the Third Schedule to this Act.”

* Act No. 103, 1962, as amended by No. 122, 1965.

4. Section 3A of the Principal Act is amended by inserting before the word "Amending" the word "First".

Approval of
First
Amending
Agreement.

5. After section 3A of the Principal Act the following section is inserted:—

"3B. The Second Amending Agreement is approved."

Approval of
Second
Amending
Agreement.

6. Section 4 of the Principal Act is amended by omitting the words "Amending Agreement" and inserting in their stead the words "First Amending Agreement and the Second Amending Agreement".

Financial
assistance.

7. Section 5 of the Principal Act is amended by adding at the end thereof the words "or section four of the *Commonwealth Aid Roads Act 1964*".

Certain
expenditure
not to be taken
into account
for purposes
of Common-
wealth Aid
Roads Acts.

8. The Principal Act is amended by adding at the end thereof the following Schedule:—

Third
Schedule.

THIRD SCHEDULE

Section 2A.

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

Approval of
Agreement.

2. 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.

Operation of
Agreement.

3.—(1.) Sub-clause (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)".

Financial
Assistance.

THIRD SCHEDULE—*continued*

(2.) Sub-clause (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".

Interest.

4. Clause 7 of the Agreement is amended by deleting sub-clause (2.) and inserting in its stead the following sub-clause—

"(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) 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."

Repayments by the State.

5. 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 sub-clause (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 sub-clause (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 sub-clause (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 sub-clause (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."

THIRD SCHEDULE—*continued*

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

(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 southeast and northern boundaries of portion 4, parish of Bundoorra, 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 Dunsmure, 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 Glenaven 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 Norambah 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

THIRD SCHEDULE—*continued*

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.”

Second
Schedule.

8. 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 sub-paragraph (ii) of paragraph (b) and inserting in its stead the following sub-paragraph—

“ (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.”

Third
Schedule.

9. 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 sub-paragraph (v) and by inserting in that paragraph immediately after sub-paragraph (vi) the following sub-paragraph—

“ (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.”

THIRD SCHEDULE—*continued*

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
