

Queensland



ANNO UNDECIMO

ELIZABETHAE SECUNDAE REGINAE

No. 44 of 1962

An Act relating to the Development of Brigalow and Other Lands for the purpose of Increasing the Production of Beef Cattle and Other Primary Products and the Supply of Beef for Export, to Approve an Agreement between the Commonwealth and the State, and for other incidental purposes

[ASSENTED TO 28TH DECEMBER, 1962]

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 of 1962.*"

(2) **Construction.** This Act shall be read as one with "*The Land Act of 1962.*"

2. **Meaning of terms.** (1) In this Act, unless the context otherwise indicates, the following terms have the meanings set against them respectively, that is to say:—

"Agreement"—The Agreement set out in the Schedule to this Act;

“Commission”—The Land Administration Commission as preserved, continued in existence, and constituted by and under the Land Act;

“Corporation”—The Corporation of the Land Administration Commission constituted by this Act;

“Declared area”—The area described in the First Schedule to the Agreement, and any other part or area of the State which is declared by the Governor in Council by Order in Council (the Governor in Council being hereby thereunto authorised) to be a declared area for the purposes of this Act;

“Land Act”—“*The Land Act of 1962*”, or any Act in amendment of or substitution for that Act, and all regulations in force for the time being made or purporting to be made under any such Act;

“Minister”—The Minister for Public Lands and Irrigation or other Minister of the Crown for the time being charged with the administration of this Act.

(2) Any term used in this Act to which a meaning is assigned by the Land Act shall, unless this Act provides otherwise, have that meaning.

3. Administration. This Act shall be administered by the Commission and the Corporation and the Commission and the Corporation shall, in administering this Act, have regard to any directions which the Minister may give from time to time as respects policy.

No person shall have any right or remedy in law on the ground that any such ministerial direction has not been followed or applied by the Commission or the Corporation.

Neither the Supreme Court nor any other court or judicial tribunal whatsoever shall have jurisdiction to entertain any suit, action or other proceeding whatsoever for enforcing a right, remedy or claim alleged to be had by any person by virtue of any such ministerial direction.

4. Corporation. (1) A Corporation is hereby constituted under the name and style of “The Corporation of the Land Administration Commission”.

(2) The members for the time being of the Land Administration Commission shall be the members of and comprise the Corporation.

For the purposes of this subsection any person acting temporarily in the office of any member of the Commission shall whilst he so acts be deemed to be a member of the Commission.

(3) The Chairman of the Commission shall be the chairman of the Corporation.

(4) The Corporation shall be a body corporate under the name and style of “The Corporation of the Land Administration Commission”, and by that name shall have perpetual succession and an official seal, and, subject to and for the purposes of this Act, shall be capable in law of suing and being sued under its corporate name and of taking by agreement, purchasing, holding, alienating, conveying, and otherwise dealing with real and personal, movable and immovable property and of doing and suffering all such other acts and things as bodies corporate may by law do and suffer.

(5) All courts, judges, justices, and persons acting judicially shall take judicial notice of the seal of the Corporation affixed to any document or notice and shall presume that it was duly affixed.

(6) For all purposes of this Act the Corporation shall have and may exercise all or any of the powers, privileges, rights and remedies of the Crown in right of the State.

This subsection applies so as not to exempt the Corporation from any liability in respect of rates or charges for which a mortgagee is liable under "*The Local Government Acts, 1936 to 1962.*"

5. Acquisition of land. (1) Subject to this Act any land in a declared area may, with the approval of the Governor in Council, be acquired for the purposes of this Act.

(2) (a) The Minister, on the recommendation of the Commission, may enter into an arrangement with the lessee of any holding in a declared area in order that the land comprised therein may be surrendered to the Crown.

The arrangements may provide that part of the surrendered land be made available to the late lessee together with other adjoining Crown land.

The arrangements shall provide the tenure under which land is to be made available to the late lessee pursuant thereto which tenure may, subject to this subsection, be fee-simple or any class or mode of a class of selection tenure:

Provided that land the area whereof is—

- (i) substantially in excess of a living area; or
- (ii) in excess of ten thousand acres,

shall not be arranged to be made available to the late lessee concerned under fee-simple or agricultural selection tenure.

(b) Subject to paragraph (c) of this subsection the provisions of Division II. of Part VI. of the Land Act shall apply with respect to the making of an arrangement under this subsection.

(c) In and for the purpose of the application of Division II. of Part VI. of the Land Act as prescribed by paragraph (b) of this subsection—

- (i) the holding in question shall be deemed to be an expired lease (notwithstanding that it is held under perpetual lease tenure);
- (ii) as respects the part of the surrendered holding made available for leasing to the late lessee, the tenure of the new lease shall be such as is arranged between the Minister and the late lessee, including (notwithstanding any limitation imposed by the said Division II. of Part VI.) any tenure which may be lawfully granted in respect of the land in question under the Land Act or under this Act and the Land Act, and

the said Division II. shall be read and construed with and subject to all necessary adaptations.

(d) The part of the surrendered land which is not made available to the lessee pursuant to the arrangements shall, upon and by virtue of the surrender, be deemed to be land acquired for the purposes of this Act.

(3) For the purposes of acquiring land comprised in a holding for the purposes of this Act, the whole or any part of a holding may be resumed by the Governor in Council under section three hundred and six of the Land Act, and the provisions of Division XI. of Part X. of the Land Act shall, with and subject to all necessary adaptations, apply accordingly.

(4) (a) The Corporation may for the purposes of this Act, take under "*The Public Works Land Resumption Acts, 1906 to 1955*," as modified by this Act, freehold land.

(b) As respects the taking of freehold land for the purposes of this Act the Corporation shall have and may exercise the like powers, and authorities as the Co-ordinator-General of Public Works would have and could exercise if such land were taken by him for a work or purpose specified in subsection (1) of section 8B of "*The State Development and Public Works Organisation Acts, 1938 to 1958*."

To the extent necessary to give effect to the provisions of this paragraph (b), the said section 8B shall be read and construed with and as modifying "*The Public Works Land Resumption Acts, 1906 to 1955*," and in so reading and construing the said section 8B any and every reference therein to the Co-ordinator-General of Public Works shall be deemed to be a reference to the Corporation.

(c) For the purposes of this subsection the Corporation shall have the powers and authorities of the Crown as a constructing authority under and within the meaning of "*The Public Works Land Resumption Acts, 1906 to 1955*."

(5) The Corporation may for the purposes of this Act acquire by agreement any land, whether freehold land or land held from the Crown for a lesser estate than freehold.

(6) All land acquired for the purposes of this Act shall upon its acquisition become and be Crown land and may be dealt with as such under the Land Act or under the Land Act and this Act.

6. Grant or demise to effect arrangement. (1) The power under the Land Act of the Governor in Council, in the name of Her Majesty, to grant in fee-simple or to demise in perpetuity or for a term of years under any class or mode of a class of selection tenure includes power to make such a grant or demise for the purpose of effecting any arrangement entered into by the Minister under subsection (2) of section five of this Act.

(2) This section does not empower the Governor in Council to grant in fee-simple or demise under agricultural selection tenure or purchase lease tenure any land the area whereof is—

- (i) substantially in excess of a living area; or
- (ii) in excess of ten thousand acres.

(3) A grant or demise pursuant to this section shall be subject to such reservations and conditions as are authorised or prescribed by the Land Act or any other Act and to the terms and conditions of the arrangement in question.

(4) Section two hundred and forty-six of the Land Act does not apply to a lease of land demised by the Governor in Council pursuant to this section.

7. Development of land. (1) Any land in a declared area may, having regard to the purpose of primary production to which it is best suited, be developed as prescribed by this section.

(2) (a) The Corporation may cause to be ringbarked, cleared, sown or planted with grass, or fenced, any such land.

(b) The Corporation may cause to be erected or constructed on any such land a dwelling house and such water facilities, dip facilities and other buildings and structures as it deems necessary or desirable, and the Corporation may take and do all such steps and things as it deems necessary or desirable to improve, otherwise than aforesaid, any such land.

(c) The Corporation may cause to be constructed all such roads as it deems necessary or desirable for giving access to lands in a declared area.

All of the provisions of Division II. of Part XII. of the Land Act shall, with and subject to all necessary adaptations (including by reading as referring to the Corporation any reference therein to the Minister), apply for the purposes of this paragraph.

(3) The Corporation may acquire by purchase all such things as it deems necessary or desirable to enable it to carry out its functions under this Act, including buildings, fencing materials and other materials whatsoever.

(4) The Corporation may enter into all such contracts, agreements or arrangements with respect to the carrying out by the other party thereto, for or on behalf of the Corporation, of any act or thing the carrying out whereof is deemed by the Corporation to be necessary or convenient to be done or executed for the performance of any function conferred upon the Corporation by this section.

Any such contract, agreement or arrangement may, with the consent of the Minister and of the other Minister of the Crown concerned be made or entered into with the Queensland Housing Commission, the Commissioner of Main Roads, the Commissioner of Irrigation and Water Supply, or any Department of the Public Service or corporation or instrumentality representing the Crown, or any Local Authority.

(5) The Queensland Housing Commission, the Commissioner of Main Roads, the Commissioner of Irrigation and Water Supply, any Department of the Public Service, any corporation or instrumentality representing the Crown, and any Local Authority may enter into with the Corporation any contract, agreement, or arrangement which the Corporation is authorised by this section to enter into with it, and may do, execute, and take all such acts, things and steps as are necessary or convenient to enable it to execute and perform such contract, agreement, or arrangement.

(6) The Commission may, in respect of any land acquired for the purposes of this Act, exercise any power or function conferred upon it by this Act either before or after such land has been allotted for settlement as prescribed by this Act.

(7) The Corporation shall not, at any time after any land within a declared area has been allotted for settlement, do or take any act, step, or thing for a purpose of the development of such land without the consent of the person to whom the land has been allotted.

(8) The Corporation may, at a price to be agreed upon between it and the lessee, supply plant, machinery, or other equipment whatsoever, or fencing materials and other materials whatsoever required by a lessee of a purchase lease or grazing selection situated in a declared area for the purpose of carrying out any improvement or developmental works on his lease.

8. Selection. (1) Subject to this Act and the Land Act, Crown land in a declared area may be opened for selection, applied for and selected, and leases may be issued and held under this Act and Part IV. of the Land Act under a selection tenure to be known as a purchase lease.

(2) A lot or portion of land the area whereof exceeds ten thousand acres shall not be opened for selection as a purchase lease.

(3) Land within a declared area shall be declared open for selection under the Land Act and this Act pursuant to the selective method of application and not otherwise.

(4) Where, in consideration as prescribed of simultaneous applications, more than one applicant is found by the Committee of Review to be duly eligible and qualified to hold the land, the Committee of Review shall—

- (i) having regard to the relative experience of such applicants in primary industry, their capacities respectively, financially and otherwise, to bring the land into production, the special qualifications set out in the notification, the prospects of the applicants respectively of success as a settler in the locality in question, and any other matter deemed relevant by the Committee of Review, decide whether, in its opinion, each of those applicants is or is not a suitable settler; and
- (ii) if it decides that more than one is a suitable settler, determine the successful applicant by lot.

(5) Upon the determination by the Committee of Review of the successful applicant, his application shall be accepted by the Committee of Review and thereupon and thereby the land the subject of his application shall be allotted to such applicant:

Provided that if only one applicant is found by the Committee to be duly eligible and qualified to hold the land, the Committee shall nevertheless reject his application if, having regard to the matters specified in paragraph (i) of subsection (4) of this section, it decides that he is not a suitable settler.

9. Undertaking by successful applicant. (1) The Commission may require a successful applicant for a purchase lease or grazing selection to undertake, within a time specified by the Commission, all or any of the following, namely:—

- (a) the expenditure of a sum fixed by the Commission in stocking the land the subject of his application or in carrying out on such land any specified improvements and developmental works to be carried out thereon under the conditions which will be imposed by the lease or in both such stocking and carrying out of specified such improvements and developmental conditions; or
- (b) the carrying out in person of any such improvements and developmental conditions.

(2) In fixing for the purposes of this section a sum, the Commission shall have regard to the amount or value of the assets of the successful applicant in question as declared by him in his application.

(3) Any undertaking required by the Commission under this section shall be given to the Commission in writing within the time specified by the Commission.

(4) Subject to the issue to him of the lease, a successful applicant shall perform in compliance in every respect with the terms thereof, any undertaking given by him to the Commission under this section, and any failure by him to do so shall be a breach of a condition of the lease wherefor the lease shall be liable to be forfeited.

10. Refusal of successful application by Minister. (1) The Minister may, upon the recommendation of the Commission, refuse any application accepted by the Committee of Review—

- (i) if he is satisfied that the applicant is not likely to be a satisfactory borrower from the Corporation;
- (ii) if the applicant has made any false or misleading statement in connection with his application;
- (iii) if the applicant fails without, in the opinion of the Minister, sufficient excuse, to furnish any undertaking required under this Act to be furnished by him within the time specified by the Commission or any extension of that time allowed by the Commission; or
- (iv) if the applicant has not, within three months (or such longer period as the Commission may allow) after the date of the acceptance of his application by the Committee of Review, taken up *bona fide* personal residence on the land allotted to him.

(2) Before refusing any application the Minister shall cause to be given to the applicant a notice in writing informing him that he may, on or before the date specified in the notice, show cause to the Commission why the Minister should not refuse his application.

(3) The Minister shall not refuse an application if the Commission certifies that good and sufficient cause has been shown to it by the applicant why the application should not be refused.

11. Application of Division I. of Part IV. of the Land Act. (1) Subject to this section, all the provisions of Division I. of Part IV. of the Land Act shall be applicable to land in a declared area.

(2) The following provisions of Division I. of Part IV. of the Land Act do not so apply, that is to say, sections ninety-two, ninety-three, ninety-seven, one hundred to one hundred and twelve, both inclusive, one hundred and sixteen, one hundred and seventeen, one hundred and eighteen, one hundred and twenty-one, and one hundred and twenty-two.

12. Commencement of lease. Unless the Minister refuses the application, subject to the applicant taking up personal residence on the land, the lease shall be issued to him.

The term of the lease shall be twenty-five years and shall commence on the quarter day next following the date when the applicant took up personal residence on the land.

13. Purchasing price. (1) The purchasing price shall be fixed by the Minister.

(2) The purchasing price (less the amount of the prescribed deposit) shall be payable on the date of the commencement of the lease and shall be paid before the lease is issued.

The purchasing price may be paid in whole or in part by means of an advance from the Corporation.

14. Agistment. It shall be a condition of the lease of every purchase lease that the lessee shall not, except with the written permission of the Commission, or contrary in any respect to the conditions of such permission, take stock on agistment on the purchase lease.

15. Area limitations under the Land Act. For the purpose of the provisions of the Land Act relating to the maximum area or maximum aggregated area which may be held by any one person under any tenure or tenures under the Land Act, a purchase lease shall be deemed to be a grazing selection.

For the purpose of the application of section ninety-two of the Land Act to a purchase lease, a sum equal to one-twenty-fifth of the purchasing price thereof shall be deemed to be the annual rent thereof for the first rental period.

16. Transfer, &c., of purchase lease. (1) Save as prescribed by this section, a purchase lease shall not be capable of transfer or assignment, whether by operation of law or otherwise, or of being sublet.

(2) Subject to this section the Minister may permit a purchase lease to be—

(a) transferred or assigned during the period of personal residence if the Minister is satisfied that, by reason of ill-health, misfortune or other disability, the lessee is incapable of carrying on efficiently; or

(b) transferred or assigned or sublet after the expiration of the period of personal residence.

(3) The Minister shall not permit a purchase lease to be transferred or assigned or sublet to any person unless, in the opinion of the Minister, such person will be a suitable settler in the declared area in question.

(4) The Minister shall not permit a purchase lease to be transferred or assigned to a person unless, in the opinion of the Minister, the aggregate of the area of the purchase lease and of any other lands held by such person is not substantially in excess of a living area.

(5) 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.

17. Surrender. (1) A lessee of a purchase lease may, with the permission of the Minister, surrender the lease.

The Minister may accept the surrender on behalf of the Crown.

(2) Upon the surrender under this section of a purchase lease the Governor in Council may grant to the lessee a new purchase lease of the land comprised in the surrendered lease or of that land or part thereof and any adjoining Crown land.

18. When fee-simple of purchase lease may be acquired. Upon and subject to—

- (a) satisfying the Minister that he has performed all the developmental or improvement conditions, of the purchase lease; and
- (b) payment to the Corporation of all moneys payable to it in respect of any advance made by the Corporation to the lessee; and
- (c) payment of all moneys payable by the lessee to the Crown on any account whatever,

the lessee of a purchase lease shall be entitled to a grant in fee-simple of the land comprised in the lease.

19. Auction sale of estate in fee-simple. (1) Subject to this Act and the Land Act, Crown land in a declared area may be sold by auction for an estate in fee-simple.

(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 ten thousand acres or, where in the opinion of the Commission a lesser area is a living area, shall not substantially exceed such lesser area.

(3) A holder of a lot of land in a declared area sold by public auction under this Act and the Land Act or a lessee of a purchase lease 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.

A person shall not be competent to purchase or hold as a trustee, agent or servant of or for any other person any land in a declared area sold by auction under this Act and the Land Act.

Any corporation whatsoever shall not be competent to purchase or hold any land in a declared area sold by auction under this Act and the Land Act.

(4) **Application of Division I. of Part VII. of the Land Act.** Subject to this section all of the provisions of Division I. of Part VII. of the Land Act shall be applicable in respect of the sale by auction of land in a declared area and in respect of such land.

20. Fund. (1) There shall be established in the Treasury a Fund to be called "The Fitzroy Brigalow Land Development Trust Fund" (herein called "the Fund").

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- (2) There shall be paid into the Fund—
- (a) every amount paid or advanced to the State by the Commonwealth pursuant to the Agreement;
 - (b) the purchasing price of every purchase lease of land within the area (herein called “the First Schedule Area”) described in the First Schedule to the Agreement;
 - (c) the purchasing price of all land within the First Schedule Area sold by auction under this Act and the Land Act for an estate in fee-simple;
 - (d) all repayments of capital and payments of interest made to or recovered by the Corporation in respect of advances under this Act made by it from the Fund;
 - (e) all payments made by the Commissioner of Main Roads or a Local Authority pursuant to subsections (4) or (5) of this section;
 - (f) all moneys realised from the disposal of surplus plant, machinery, equipment, materials or things the cost of the acquisition whereof was defrayed from the Fund;
 - (g) any moneys appropriated by Parliament.
- (3) There may be paid out of the Fund which is hereby appropriated accordingly—
- (a) all expenditure referred to in or necessary for the purposes of clause three of the Agreement, including the planning and administrative expenses referred to in subclause (2) of that clause;
 - (b) all payments to be made (or which may be made) by the State to the Treasurer of the Commonwealth under and in accordance with the Agreement in respect of the repayment of the capital of and interest upon amounts paid or advanced to the State by the Commonwealth pursuant to the Agreement (including interest capitalised pursuant to the Agreement).
- (4) Moneys paid to the Commissioner of Main Roads from the Fund shall be deemed to be moneys appropriated by Parliament from the Loan Fund Account of Consolidated Revenue for permanent works on declared roads and shall be repayable with interest from The Main Roads Fund as moneys so appropriated are prescribed by “*The Main Roads Acts, 1920 to 1962,*” to be repaid.
- (5) Moneys paid to a Local Authority from the Fund on terms and conditions, fixed by the Governor in Council, requiring such moneys to be repaid, with interest, shall be deemed to be borrowed from the Treasurer under the provisions of “*The Local Government Acts, 1936 to 1962,*” and shall be repayable accordingly.

21. Application for advance. Any lessee of a purchase lease or grazing selection situated in a declared area may apply to the Corporation for an advance for the purpose of carrying out any improvements or developmental works required by the conditions of the lease.

22. Corporation may carry out improvements or developmental works.

(1) In any case where the lessee of a purchase lease or grazing selection situated in a declared area desires the Corporation so to do, the Corporation may for and on behalf of and at the cost of the lessee carry out any improvements or developmental works required by the conditions of the lease.

(2) Any improvements or developmental works carried out by the Corporation shall be carried out on such terms and conditions, including the charge to be paid therefor, or the manner in which such charge is to be assessed as may be agreed between the Corporation and the lessee concerned.

23. Advances. (1) Subject to this Act the Corporation may make advances to a lessee of a purchase lease or grazing selection situated in a declared area for enabling the lessee to make payment for—

- (a) in the case of a purchase lease, the whole or part of the purchasing price;
- (b) any improvements the property of the Crown on the lease;
- (c) the carrying out of improvements or developmental works required to be carried out by the conditions of the lease;
- (d) plant, machinery or other equipment whatsoever, or fencing materials or other materials whatsoever,

and for providing working capital or living expenses.

(2) The Corporation shall not make any advance except upon the security of a first mortgage of the lease whereto the advance relates.

Any second or subsequent mortgage to the Corporation of a lease whereover the Corporation holds a first mortgage shall count as a first mortgage to the Corporation provided there is not any intervening prior mortgage in favour of any other person.

Additionally to such first mortgage the Corporation may require such other security as it deems fit in respect of any such advance.

(3) In the case of any mortgage or encumbrance of a purchase lease or grazing selection which would have priority over a mortgage of that lease to the Corporation, the mortgagee or encumbrancee may, by writing under his hand endorsed upon the instrument of mortgage to the Corporation consent to the mortgage to the Corporation taking priority over his mortgage or encumbrance and, by virtue of such consent and without any release or re-execution of his mortgage or encumbrance the mortgage to the Corporation shall have priority thereover.

Any consent referred to in this subsection may be endorsed upon the instrument of a mortgage to the Corporation prior to the execution thereof by the lessee concerned.

A mortgagee or encumbrancee under a mortgage or other encumbrance wherever a mortgage to the Corporation has priority may, by writing under his hand endorsed on the instrument of the mortgage to the Corporation consent to such mortgage taking priority over his

mortgage or encumbrance as respects any advance made by the Corporation on the security thereof subsequent to his mortgage or encumbrance and, by virtue of such consent, and without any release or re-execution of his mortgage or encumbrance, the mortgage of the Corporation shall have priority over his mortgage or encumbrance in respect of all advances made by the Corporation under the security thereof prior to the date of such consent.

(4) The maximum advance which the Corporation may make to a lessee under this Act shall be the aggregate of the purchasing price of the lease and twenty-four thousand pounds.

The maximum term of any such advance shall be twenty-five years.

Interest shall be payable upon any such advance (save an advance made in respect of the purchasing price of land) at the rate prescribed for the time being by the Governor in Council.

Subject to this subsection, an advance shall be made upon such terms and conditions with respect to the repayment thereof and the payment of interest thereon as are agreed upon between the Corporation and the lessee concerned.

24. Minors. The Corporation may make an advance under this Act to a lessee under the age of twenty-one years, but not under the age of eighteen years.

With respect to any lease or other property upon the security whereof the advance is made, the lessee shall have the same powers and rights, and shall be subject to the same duties, liabilities and obligations in all respects as if he were of the full age of twenty-one years.

25. Powers of Corporation. (1) Subject to this Act the Corporation—

- (a) is hereby empowered to take and do all such steps and things as in its opinion are necessary or convenient for carrying out the function of making advances under this Act;
- (b) without prejudice to any other power, authority, right or remedy conferred or imposed upon it by this Act, may exercise, in respect of any advance under this Act, any power, authority, right or remedy agreed between it and the lessee in question.

(2) In respect of any advance made by it under this Act, the Corporation shall have and may exercise any power, authority, right or remedy conferred upon the Corporation of the Agricultural Bank by "*The Agricultural Bank (Loans) Act of 1959*", in respect of any advance made by it upon the security of a mortgage over any selection.

This subsection applies so as not to prejudice or affect any power, authority, right or remedy had by the Corporation under this Act or any mortgage or other security in respect of any advance under this Act.

26. Restricted application of 4 Eliz. II. No. 16. The provisions of "*The Bills of Sale and Other Instruments Act of 1955*" shall not apply to any mortgage or other security executed under this Act or affect the validity or operation of such mortgage or security in respect of any chattels comprised therein.

27. No stamp duty. No mortgage or other security executed to secure an advance under this Act or any release of any such mortgage or security or any document or instrument executed for the purpose of this Act shall be liable to stamp duty, any enactment to the contrary notwithstanding.

28. Regulations. The power under the Land Act to make regulations shall include power to make all such regulations, not inconsistent with this Act or the Land Act, as may be convenient for the administration of this Act or as may be necessary or expedient to carry out the objects and purposes of this Act including, but without limit to the generality of the foregoing provisions of this section, regulations prescribing forms and the respective purposes for which such forms shall be used.

29. Accounts and annual report. (1) There shall be kept in the Department of Public Lands separate and complete accounts of all moneys expended as provided in this Act and of all moneys received by the Corporation on account of the repayment or recovery of the capital of advances made under this Act and on other accounts respectively, and of all moneys paid or recovered in respect of interest on such advances or other accounts respectively.

(2) Such accounts shall be audited once at least in every year by the Auditor-General who shall have and may exercise in respect of such accounts all of the powers and authorities conferred upon him by "*The Audit Acts, 1874 to 1960*," in relation to the inspection and audit of the public accounts.

(3) The Commission shall include in its annual report on the operation of the Land Act a report upon the operation of this Act and, in particular, the operation of the Corporation under this Act.

30. Application of the Land Act. Save as modified by the provisions of this Act, all the provisions of the Land Act which are applicable to an agricultural selection shall be applicable to a purchase lease, and without limiting the generality of the application thereof, the provisions of the Land Act with respect to an agricultural selection relating to opening notifications, applications, deposits, determination of successful applicants, issue of leases, improvements, developmental conditions, personal residence, occupation, sub-letting, forfeiture, resumption, compensation, noxious plants, prickly-pear, surrender, transfer, transmission, mortgage, agistment, timber and destruction of trees, shall, with and subject to all necessary adaptations, apply to a purchase lease.

31. Agreement authorised and ratified. The Premier and Chief Secretary 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 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:—

1. Definitions. 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.

2. Approval of Agreement. 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.

3. (1) Financial Assistance. 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.

4. Payments by Commonwealth. (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.

(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. Advances. (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.

(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. Use of Payments and Advances. 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.

7. Interest. (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.

(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. Repayments by the State. (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.

(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 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.

9. Execution of the Works. (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.

10. Expenditure in relation to Commonwealth Aid Roads. 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*.

11. Annual Estimates. 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.

12. Supply of Information. 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.

13. Financial Statements. 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.

14. Audit. (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 the 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.

15. **Notices, &c.** 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 Gunyah 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 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.

(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
COMMONWEALTH OF AUSTRALIA by the
Right Honourable ROBERT GORDON } ROBERT MENZIES.
MENZIES, the Prime Minister of the
Commonwealth. }

In the presence of—R. J. LINFORD.

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

In the presence of—T. A. HILEY.