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ELIZABETHAE SECUNDAE REGINAE



No. 4 of 1978

**An Act to approve a further agreement between the
Commonwealth and the State and to amend
the Brigalow and Other Lands Development Act
1962–1974 in certain particulars**

[ASSENTED TO 5TH MAY, 1978]

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. Short title and citation. (1) This Act may be cited as the *Brigalow and Other Lands Development Act Amendment Act 1978*.

(2) *The Brigalow and Other Lands Development Act 1962–1974* 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 and Other Lands Development Act 1962–1978*.

2. Amendment of s. 18. Section 18 of the Principal Act is amended by, in subsection (1), omitting paragraph (b) and substituting the following paragraph:—

“(b) in the case of a purchase lease, payment to the Corporation of all moneys payable to it in respect of an advance made by the Corporation pursuant to paragraph (a) of section 23 (1);”.

3. New ss. 24–24C. The Principal Act is amended by inserting after section 23 the following sections:—

“**24. Further advances.** (1) If a lessee to whom an advance has been made under section 23 is in arrears in the repayment of the advance or payment of interest on the advance the Corporation may, notwithstanding the provisions of that section, make a further advance to the lessee to enable him to pay to the Corporation such amount of those arrears as is agreed upon between the lessee and the Corporation.

The term of such advance shall be for such number of years as is determined by the Corporation.

Interest shall be payable on such advance at such rate as is determined by the Corporation.

Subject to this subsection, an advance made under this section 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.

The provisions of section 23 (2) shall apply to an advance made under this section.

(2) Where an advance is made under this section and there is in existence a mortgage or other security in respect of the advance made under section 23 to which the firstmentioned advance relates, the default provisions of that mortgage or security shall, in respect of the arrears in respect of which the advance is made under this section, on and from the date the advance is made under this section cease to have force or effect.

24A. Extension of terms of advance. With a view to giving effect to the agreement made between the Commonwealth and the State on 10 January 1978 (which is set out in the Schedule to the *Brigalow and Other Lands Development Act Amendment Act 1978*), the Corporation, at the request of a lessee under this Act to whom an advance has been made under section 23, may, notwithstanding the provisions of section 23 (4)—

(a) if it thinks fit, extend the term of the advance for a period not exceeding seven years;

(b) vary the terms and conditions of the advance to give effect to such extension,

whereupon the term and the terms and conditions of the advance shall be construed to be the term and the terms and conditions as so extended and varied.

24B. Suspension of terms and conditions of advance. With a view to giving effect to the agreement referred to in section 24A, the Corporation may, at the request of a lessee under this Act to whom an advance has been made under this Act suspend, for a period determined by the Corporation but not exceeding in any case two years, the liability of the lessee, arising under the terms and conditions of the advance, to make payments on account of repayment of the advance or on account of interest on the advance, whereupon—

- (a) the lessee shall not be or become liable to make, during the period of suspension, any payment on account of repayment of the advance which payment becomes due and payable under the terms and conditions of the advance during the period of suspension;
- (b) the lessee shall not, during the period of suspension, be or become liable to make any payment on account of interest on the advance which payment becomes due and payable under the terms and conditions of the advance during the period of suspension;
- (c) the lessee shall not, at any time after the period of suspension, be or become liable to make any payment on account of interest on the advance which payment has become due and payable under the terms and conditions of the advance during the period of suspension or which interest has accrued in respect of a period of time within the period of suspension.

For the purpose of calculating interest accruing on an advance, to which a suspension of liability relates, in accordance with the terms and conditions of the advance it shall be deemed that the lessee has duly made—

- (a) all payments on account of repayment of the advance that under those terms and conditions have become due and payable during the period of suspension; and
- (b) all payments on account of interest on the advance that under those terms and conditions have become due and payable during the period of suspension or have accrued in respect of a period of time within the period of suspension.

Save as is provided by this section a suspension of liability granted by the Corporation shall not affect the operation of the terms and conditions of the advance to which the suspension relates or the rights and obligations arising thereunder.

24C. Construction of instruments. Where the Corporation has granted an extension and variation pursuant to section 24A or a suspension of liability pursuant to section 24B every agreement, mortgage or other security concerning the advance to which the extension and variation or suspension relates shall be read and

construed subject to the terms and conditions of the extension and variation or, as the case may be, suspension and, in the case of a suspension of liability, subject to the provisions of section 24B.”.

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

The Agreement is hereby approved and ratified.

SCHEDULE

[s. 4]

AN AGREEMENT made the 10th day of January, One thousand nine hundred and seventy-eight 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 further agreements between the Commonwealth and the State made the second day of December 1965 and the twenty-seventh day of April 1967 (called respectively “the Amending Agreement” and “the Second Amending Agreement” and referred to in this agreement as “the Amending Agreements”) the plan of development provided for by the Agreement was amended, the operation of the Agreement was extended to the development of additional land and for an additional period of time and the terms and conditions on which the assistance was provided under the Agreement were varied;
- (c) the Agreement and the Amending Agreements have been approved and the payment of financial assistance to the State on the terms and conditions provided thereby has been authorised by the Parliament of the Commonwealth by the *Brigalow Lands Agreement Act 1962* as amended by the *Brigalow Lands Agreement Act 1965* and the *Brigalow Lands Agreement Act 1967*;
- (d) the Agreement and the Amending Agreements have been approved and their implementation provided for by the Parliament of the State by “*The Brigalow and Other Lands Development Acts, 1962 to 1967*”;
- (e) it is proposed that, subject to the approval of the Parliament of the Commonwealth and of the State, the terms and conditions on which financial assistance is provided under the Agreement as amended by the Amending Agreements be further varied as set out in this agreement:

NOW IT IS HEREBY AGREED as follows:—

1. This agreement shall have no force or effect and shall not be binding on either party unless the execution of it on behalf of the parties shall have been authorized, or having been executed on behalf of the parties, that execution is approved, by the Parliament of the Commonwealth and the Parliament of the State.

2. When this agreement comes into force, the Agreement as amended by the Amending Agreements (in this agreement called “the Principal Agreement”) shall be construed and take effect as further amended by this agreement, which shall be known as the Third Amending Agreement.

3. Clause 7 of the Principal Agreement, which was amended by clause 4 of the Second Amending Agreement, is further amended by inserting after sub-clause (2) the following sub-clause:—

“(2A) Notwithstanding sub-clause (1), interest shall not accrue under this clause in respect of any payment or advance or any amount referred to in paragraph (a) of sub-clause (2) during the period which commences on the sixteenth day of July, 1977 and ends on the fifteenth day of July, 1978 and accordingly no amount shall be payable under paragraph (c) of sub-clause (2) on the fifteenth day of January, 1978 or on the fifteenth day of July, 1978.”

4. Clause 8 of the Principal Agreement, being the clause that was inserted by clause 5 of the Second Amending Agreement, is amended by inserting after sub-clause (3) the following sub-clauses:—

“(3A) Notwithstanding sub-clause (1) of this clause, instalments shall not be payable by the State under that sub-clause on the fifteenth day of January, 1978 and on the fifteenth day of July, 1978.”

“(3B) Subject to sub-clause (4), the half-yearly instalments payable by the State under this clause on and after the fifteenth day of January, 1979 shall be of amounts that are as far as practicable equal and will repay the unpaid balance of each payment or advance as at that date or pay the amount or balance of each amount referred to in paragraph (b) of sub-clause (2) of the last preceding clause by the number of instalments of such number that, when the number is added to the number of instalments that have been paid in accordance with sub-clause (1) of this clause and the number of instalments which are not payable by virtue of sub-clause (3A) of this clause, produces a total of 54 instalments.”

5. The State will arrange for the benefits that enure to the State by virtue of the amendments that are made to the Principal Agreement by this agreement to be accorded in an appropriate manner and an appropriate extent to the persons who are for the time being the holders of blocks that have been allotted subject to the repayment, with interest, to the State of the cost of development and stocking of the blocks.

IN WITNESS WHEREOF this agreement has been signed for and on behalf of the parties hereto on the day and year first above written.

SIGNED for and on behalf of THE COMMONWEALTH OF AUSTRALIA by the Right Honourable JOHN MALCOLM FRASER, the Prime Minister of the Commonwealth, in the presence of—

K. E. HEYDON.

MALCOLM FRASER.

SIGNED for and on behalf of THE STATE OF QUEENSLAND by the Honourable JOHANNES BJELKE-PETERSEN, the Premier of the State, in the presence of—

D. THORNE.

JOH. BJELKE-PETERSEN.