

# QUEENSLAND BEEF CATTLE ROADS AGREEMENT.

No. 104 of 1962.

An Act relating to an Agreement between the Commonwealth and the State of Queensland with respect to Works in connexion with certain Roads to be used for the transport of Beef Cattle.

[Assented to 14th December, 1962.]

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

1. This Act may be cited as the *Queensland Beef Cattle Roads Agreement Act 1962*. Short title.
2. This Act shall come into operation on a date to be fixed by Proclamation. Commencement.
3. The *Queensland Grant (Beef Cattle Roads) Act 1961*\* is repealed. Repeal.
4. The agreement a copy of which is set out in the Schedule to this Act is approved. Approval of Agreement.
5. The payments (including advances) by the Commonwealth to the State of Queensland provided for in the agreement referred to in the last preceding section may be made, by way of financial assistance to that State on the terms and conditions contained in that agreement, out of the Consolidated Revenue Fund, which is appropriated accordingly. Financial assistance.

6.—(1.) Amounts

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\* Act No. 90, 1961.

Certain expenditure not to be taken into account for purposes of Commonwealth Aid Roads Act.

6.—(1.) Amounts expended by the State of Queensland in respect of which payments to the State have been made under the Act repealed by this Act or are made under this Act shall not be taken into account for the purposes of section six of the *Commonwealth Aid Roads Act 1959*.

(2.) Where the State of Queensland has expended, after the thirtieth day of June, One thousand nine hundred and sixty-one, on the construction of a road between Normanton and Julia Creek amounts other than amounts referred to in the last preceding sub-section, the first Three hundred and fifty thousand pounds so expended shall not be taken into account for the purposes of section six of the *Commonwealth Aid Roads Act 1959*.

## THE SCHEDULE.

Section 4.

AN AGREEMENT made the thirtieth day of November 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 certain roads in the State be constructed to standards which will facilitate the transport of beef cattle and the export of beef;
- (b) by the *Queensland Grant (Beef Cattle Roads) Act 1961* the Parliament of the Commonwealth made provision for the grant by the Commonwealth of financial assistance to the State during the period of five years that commenced on the first day of July, 1961, to enable works to be carried out in connexion with roads to be used for the transport of beef cattle;
- (c) in pursuance of the provisions of the said Act, the Commonwealth is providing financial assistance to the State for the carrying out of works approved by the Treasurer on behalf of the Commonwealth under the Act in connexion with the roads mentioned in the First Schedule to this agreement;
- (d) it will contribute to the greater efficiency and economy of maintenance of the roads if additional works are carried out to provide a bituminous surface and other improvements;
- (e) the State has requested the Commonwealth to provide, and the Parliament of the Commonwealth is to be asked to grant, further financial assistance to enable those additional works to be carried out in conjunction with the approved works, and, if possible, by the thirtieth day of June, 1967;
- (f) it is desirable that an agreement, in the terms hereinafter contained, should be made with respect to the whole of the financial assistance provided and to be provided by the Commonwealth to the State after the thirtieth day of June, 1961, in respect of roads in the State to be used for the transport of beef cattle and that the legislation of the Parliament of the Commonwealth approving and giving effect to this agreement should supersede the said *Queensland Grant (Beef Cattle Roads) Act 1961*:

NOW IT IS HEREBY AGREED as follows:—

### Definitions.

1. 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 First Schedule or, if that Schedule is varied in accordance with clause 10 of this agreement, the works described in that Schedule as so varied; and

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**THE SCHEDULE—continued.**

"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. 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, and the Parliament of the Commonwealth has repealed the *Queensland Grant (Beef Cattle Roads) Act 1961*. **Approval of Agreement.**

3. This agreement, when it comes into force, shall be construed and have effect in all respects as if— **Operation of Agreement.**

- (a) it had come into force on the date of commencement of the *Queensland Grant (Beef Cattle Roads) Act 1961* of the Parliament of the Commonwealth; and
- (b) all payments (including advances) made by the Commonwealth to the State under that Act had been made in pursuance of this agreement.

4.—(1.) 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, not exceeding in the aggregate Eight million three hundred thousand pounds (£8,300,000), towards meeting expenditure on the works. **Financial Assistance.**

(2.) The financial assistance to the State under this agreement in respect of the first One million pounds expended on the construction of the road between Normanton and Julia Creek shall not exceed Six hundred and fifty thousand pounds (£650,000).

(3.) For the purposes of this agreement expenditure on the works means expenditure by the State on or in connexion with the works after the thirtieth day of June, 1961, and includes planning and administrative expenses 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.

5.—(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. **Payments by the Commonwealth.**

(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 is made by the Treasurer 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.

6.—(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 5 of this agreement. **Advances by the Commonwealth.**

(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 5 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.

7. 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 within the limits of the financial assistance set out in clause 4 of this agreement. **Use of Payments and Advances.**

8.—(1.) The State shall repay to the Commonwealth one-half of each amount paid to the State by the Commonwealth under this agreement (whether by way of a payment made under clause 5 or an advance made and not refunded under clause 6) in excess of the first One million seven hundred thousand pounds (£1,700,000) so paid. **Repayments by the State.**

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THE SCHEDULE—*continued.*

(2.) Subject to sub-clause (3.) of this clause the repayment by the State shall be made by thirty equal consecutive half yearly payments, the first payment in each case to be made on the fifteenth day of December, 1967, except that, in the event that an amount is paid by the Commonwealth under this agreement on or after the fifteenth day of December, 1967, the first payment by the State in that case shall be made on the fifteenth day of June or the fifteenth day of December next succeeding the date on which the amount was paid by the Commonwealth.

(3.) The State may at any time after giving to the Treasurer at least one month's notice of its intention to do so, repay to the Commonwealth the whole or any part being not less than Fifty thousand pounds (£50,000) of so much of an amount paid to the State by the Commonwealth as is repayable by the State under this clause and remains unpaid, together with the interest on the amount repaid accrued to the date of repayment under the next succeeding clause.

**Interest.**

9.—(1.) The State shall pay to the Commonwealth interest on so much of an amount paid to the State by the Commonwealth under this agreement as is repayable by the State under the last preceding clause and for the time being has not been repaid, calculated from the date on which the amount was paid by the Commonwealth, at the rate provided in this clause.

(2.) The State shall pay the interest for the time being accrued under this clause on the fifteenth day of June and the fifteenth day of December in each year.

(3.) The rate at which interest is payable by the State under this clause in respect of each amount paid by the Commonwealth 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 amount was paid.

**Execution of the Works.**

10.—(1.) The State shall ensure that the works are carried out efficiently and in conformity with sound engineering and financial practices and in accordance with the standards of construction set out in the Second Schedule.

(2.) To the extent that it is necessary for the more efficient fulfilment of the objectives of this agreement, the First and Second Schedules may be varied in such manner and to such extent as the State proposes and the Treasurer approves.

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

11. Subject to provision being made by the Parliament of the Commonwealth for giving effect to this clause—

- (a) 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*; and
- (b) where the State expends, after the thirtieth day of June, 1961, on the construction of a road between Normanton and Julia Creek amounts other than amounts referred to in the last preceding paragraph, the first Three hundred and fifty thousand pounds (£350,000) so expended shall not be taken into account for the purposes of section six of the *Commonwealth Aid Roads Act 1959*.

**Annual Estimates.**

12. 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.

**Supply of Information.**

13. 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.

**Financial Statements.**

14. 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

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**THE SCHEDULE—continued.**

- (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 and each item thereof 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.

15.—(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. **Audit.**

(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 all 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.

16. 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. **Notices, &c.**

**THE SCHEDULES.****FIRST SCHEDULE.**

Clauses 1 and 10.

**THE WORKS.**

The construction or improvement, as the case may be, of roads, approximately of the respective lengths indicated, between:—

1. Normanton and Julia Creek	..	..	..	..	272 miles.
2. Georgetown and the Northern (Inland) Highway, via Mt. Surprise	..	..	..	..	94 miles.
3. Mt. Isa and Dajarra	..	..	..	..	105 miles.
4. Quilpie and Windorah	..	..	..	..	156 miles.
5. Winton and Boulia	..	..	..	..	224 miles.
6. Boulia and Dajarra	..	..	..	..	93 miles.

**SECOND SCHEDULE.**

Clause 10.

**STANDARDS.**

1. Formation widths—as laid down for a standard 18 feet wide pavement, namely—

(a) earthworks sections	..	..	..	..	26 feet;
(b) formation sections	..	..	..	..	28 feet.

2. Cross sections, grades and alignment—in accordance with the requirements of the National Association of State Road Authorities of Australia, Policy for Geometric Design of Rural Roads.

3. Pavements—compacted to 95 per centum relative compaction in accordance with British Standard 1377-1961, and with strengthened shoulders 3 feet wide on all but sound soils.

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**THE SCHEDULE—continued.**

**SECOND SCHEDULE—continued.**

4. Paving materials—in accordance with the current standard specification Form 11A of the Queensland Main Roads Department for Surface Course Paving materials.

5. Bituminous surface treatments—12 feet wide comprising in general or the equivalent of—

- (a) (i) priming coat;
- (ii) seal coat,

or alternatively—

- (b) (i) primer seal coat;
- (ii) seal coat,

with an additional seal coat in flood invert sections using tar, bitumen or bituminous emulsion and stone aggregates all in accordance with the current Standard Specifications Form 11H and Form 11F of the Queensland Main Roads Department.

6. California Bearing Ratio to be used to determine the pavement depths using a traffic loading of 15 to 45 Commercial Vehicles per day.

7. Passing places and off the road areas—at intervals of approximately 20 miles, 300 feet length, allowing for a ten feet extra pavement width, paved using paving materials and surface treatment as specified in this Schedule.

8. Bridges and floodways—provision of crossing having regard to stream type, nature of rainfall and the period of inundation—

- (a) in general, provision of floodways using concrete or sealed pavements, 22 feet wide with 2 feet protected margins;
- (b) on major crossings, if bridging is necessary, structure design in accordance with A.A.S.H.O. H 20—S 16 loading.

Width between kerbs—

- (a) length up to 30 feet—formation width;
- (b) length over 30 feet—20 feet.

9. Grids—opening of 20 feet and a minimum width of 6 feet, steel construction on concrete foundations.

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 MENZIES, the Prime Minister of the Common-  
wealth, in the presence of—

ROBERT MENZIES

W. H. SPOONER

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

FRANK NICKLIN

ALAN FLETCHER