PART 2

THE GUGINGIN OF BAHRS SCRUB
PRELIMINARY
ABORIGINAL CULTURAL HERITAGE
FIELD INSPECTION
Recommendations for future management

Application of constraints

For expansion of this section see pages 108-9, or pages 5-6.

C Outcome & results

In terms of the ACH evidence, as each part of the LDA is subjected to a preliminary CHA the following constraints (and issuing a cultural heritage duty of care sign-off) will apply (subject to agreement with the Traditional Owners). Examples of likely outcomes are given below:

Constraint category 1 would be likely to apply to relatively insignificant ACH evidence such as isolated finds and small artefact scatters:

Result: No or minimum effect on development yield or construction time. After CHA completed locations of identified ACH evidence will be subject to mitigation such as monitoring and final report as negotiated. Unaffected parts of the CH survey area may continue with the development process. Once a duty of care sign off is given for any ACH locations in the area covered by a particular CHA then development may proceed as normal.

Constraint category 2 would be likely to apply places having medium significance such as large stone scatters (both area and density of materials):

Result: After CHA completed, either:
   a. Medium effect on development yield if the ACH evidence at a place can be protected (e.g. by ensuring the site is within a park or is capped, preventing further ground disturbance) then development may proceed following mitigation; or if a site cannot be protected, then
   b. No, or minimum effect on development yield once mitigation such as excavation, monitoring and reporting is completed. Unaffected parts of the CH survey area may continue with the development process. Once a duty of care sign off is given for any affected areas covered by a particular CHA then development may proceed as normal.

Constraint category 3 would apply to highly significant places such as secret/sacred places, bora grounds, quarries, fish traps, and shelter/cave sites:

Result: After CHA completed site must be protected; development may not proceed at that place, and development yield must be
reduced by the area of the protected place. The only permissible mitigation is protection of the site. Unaffected parts of the area survey may continue with the development process. Once a duty of care sign off is given for any affected areas covered by a particular CHA then development may proceed as normal.

**Final outcome**

The appointed cultural heritage coordinator should have responsibility for producing a final *Bahrs Scrub Aboriginal Cultural Heritage* report which draws together all the CHA and CHR results for the whole LDA.

**For details of process** see Part 3, Deed of Agreement for the Bahrs Scrub project.
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THE GUGINGIN OF BAHRS SCRUB
PRELIMINARY
ABORIGINAL CULTURAL HERITAGE FIELD INSPECTION

1 TRADITIONAL OWNERS

The accepted name for the Traditional Owners of Bahrs Scrub is Gugingin (pronounced with hard ‘g’). After consideration of both Lane’s and the Kombumerri Aboriginal Corporation for Culture’s maps, the traditional area for the Gugingin has been re-evaluated. The result is presented in Map 1.

Unfortunately, research has only recently (June 2010) discovered some descendants of the Gugingin.
2 LEGAL FRAMEWORK

The Aboriginal Cultural Heritage Act 2003 requires of all sponsors a cultural heritage duty of care.

This assessment of Aboriginal cultural heritage has been carried out in terms of Part 1.12 (d) of the Cultural Heritage Duty of Care Guidelines (DoC), gazetted on 16 April, 2004 – ‘a study or survey, of any type, of the area affected by the activity to find out the location and extent of the Aboriginal cultural heritage’.

In terms of the Cultural Heritage Duty of Care Guidelines (DoC) relevant to the Aboriginal Cultural Heritage Act 2003 this assessment may be regarded as a ‘due diligence’ report.

3 OUTLINE OF PROJECT

This report is Part 2 of a series documenting cultural heritage of Bahrs Scrub, a district located south of Beenleigh and comprising most of the catchment of Windaroo Creek.

Bahrs Scrub is at present largely subdivided into lots having a minimum size of 10 acres. Under the previous Council plan this was classed as ‘Rural B’. It is proposed to rezone Bahrs Scrub to ‘future urban’, allowing for a greatly increased population density.

The location of the Bahrs Scrub redevelopment area is shown on Map 2.
4  AIM

The aim of this preliminary investigation is to provide field data to supplement the information collated in the desk-top report, which this report accompanies, with the purpose of creating a combined data base against which detailed assessments can be planned.

As part of the planning process a Cultural Heritage Deed of Agreement will be developed. This will be a statement of general principles to which all parties to the Aboriginal Cultural Heritage study of Bahrs Scrub should agree. This agreement forms part 3 in this report. This agreement should be in place before any detailed field investigations are undertaken.

The aim of this report (the initial field inspection assessment) is to identify places within the LDA that will require detailed Aboriginal cultural heritage investigation in the future. Because of the size (and the current overgrown state) of the LDA it is expected that cultural heritage assessments (CHA) will be needed for all contractual work in any part of the LDA that is subject to topsoil disturbance (i.e. trenching, augering, road work, etc). All such work requires a Cultural Heritage Duty of Care compliance sign-off under the terms of the Aboriginal Cultural Heritage Act 2003.

In order to provide a process for the manner in which these smaller field inspections and assessments should be undertaken an Aboriginal Cultural Heritage Management Strategy (CHMS) will be drafted. The CHMS will detail how particular cultural heritage management practices should be employed as the LDA is developed. The Deed of Agreement document is Part 3 in this series.

5  BACKGROUND

Detailed background evidence was presented in the accompanying desk-top report. Here a brief summary is given.

Geology and geomorphology

The underlying geology is the Neranleigh-Fernvale beds. Interestingly, in a number of places in Bahrs Scrub these beds are formed of a conglomerate of pebbles, some of which might have been suitable for stone tool making.

Water and soils

The Bahrs Scrub redevelopment area comprises most of the catchment of Windaroo Creek. The only alluvial deposits of any cultivable value have been formed along the narrow creek beds. These soils would probably be the only areas within the Scrub where Aboriginal economic plants and animals might be encountered in any quantity.
**Plants and animals**

Almost anything that could be eaten was, though some species might have been avoided because of their status as totems. A long, but yet incomplete list of plants and animals useful in the traditional Aboriginal economy can be found in the appendixes of the desk-top report.

**Ecological landscape**

The Bahrs Scrub appears to have been something of a refuge area, hilly and without large areas or large volumes of economic resources. Most of the steeper slopes may have been left virtually unmanaged by the Aboriginal land management process (often called ‘fire stick farming’, Jones 1969), and may thus have been subject to occasional wild fires.

In this connection, the proportion of very old trees in a stand of forest may provide clues about whether an area was subject to regular Aboriginal fire management.

Thus, if it is assumed that regular Aboriginal fire-management practices ceased in the Bahrs Scrub area around 1850 then,

1. If the area was being fire-managed, and was thus largely grassy, most trees recorded in 2010 must be younger than 160 years as only a very few large trees would have been allowed to remain;

2. Alternatively, if the area was not being fire-managed then in 2010 a large proportion of trees must be older than 160 years, and up to 300 years old or more as the area would look more like a ‘natural’ forest;

3. If the area was cleared after 1860 but has subsequently been allowed to regrow then all except the few trees allowed to remain to provide shelter and shade should be much younger than 100 years, and possibly only a maximum of 50 years.

At present no percentages can be estimated, but it is possible that Bahrs Scrub data could assist in confirming or denying this suggestion.

**6 METHODOLOGY**

The LDA was visited by Dr Crosby on 11 January and by Tony Dillon, Traditional Owner and Dr Crosby on 4 February 2010. Two days is insufficient to cover the whole of the LDA.

Ground visibility in all areas was virtually nil. Therefore this report is incomplete and cannot be completed until all parts of the LDA that will not be disturbed by future development have been inspected.

Search procedure for this initial assessment of the 800 ha first involved a visual inspection along all the roads. An inspection on foot was conducted at the end of Bahrs Scrub Rd in the conservation area to examine the nature of the underlying rocks.

Searches were also made at two former quarries both in the conglomerate.
One day was spent examining properties near Windaroo Creek.

7 RESULTS

Traditional ACH knowledge

As recorded in the desk-top study some Gugingin Traditional Owners are descendants of Polly Allen. It is possible that once the proper advertisements (Part 6 Division 2 of The Act) have been placed that other properly attested Gugingin descendants may be forthcoming. A connection report will provide further historical ethnographic records.

There appear to be no records of any significant traditional association (e.g. in stories and legends) with Bahrs Scrub in particular, though the desk-top report points to a number of stories and legends that were common to all Yugambeh speakers and probably common to members of other cultural groups even further afield.

Post 1850 ACH associations

It is unfortunately characteristic of the Europeans who settled southeast Queensland in the nineteenth century that the Traditional Owners were virtually invisible to reporters and readership alike. As J. W. Bleakley, Chief Protector of Aborigines in Queensland 1914 – 1942, commented about the Queensland situation in the late 1850s, ‘there was little public or official sympathy for the blacks at this time’ (Bleakley 1961:71).

In keeping with this lack of sympathy, there appear to be no historical records of particular Aboriginal Traditional Owners associated with Bahrs Scrub. Only one probable Gugingin person is referred to in newspaper records and that with a marked lack of concern.

‘A young man named McEvoy had a bad night of it and a blackboy [sic] was drowned at his place (the body was later found).’

(Logan Witness 29 January, 1887)

Pre-1850 ACH associations

The desk-top survey of resources makes it plain that the main focus of Gugingin occupation would have been along the Logan and Albert Rivers and not on the hilly ‘backwoods’.

The assessment made in the desk-top report is that under the traditional Aboriginal economy Bahrs Scrub was probably relatively marginal except for general game

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6 J McEvoy is shown on the AG2 Sheet 6S 1893 map as owning Portions 99 and 103, just west of the Albert/Logan confluence, no doubt a locality very prone to flooding.
hunting and bush foods in season. Moreover, the scrub would have made a large contribution to technological items. Any plant resources that were worthwhile gathering would have been utilised as they became economically viable, but these may have either been available in snack food quantities, or been available only sporadically.

This marginality of the kinds of resources likely to have been gathered by parties of women and children suggests that the scrub may not have been the location of choice for camping places that were returned to on a regular basis.

The sparseness of resources may, on the other hand, have made the area suitable for the continuing instruction of male initiates more-or-less in isolation, in much the same manner as is reported for Clagiraba in the Gold Coast hinterland.

Indeed, the marginality is emphasised by the relative inaccessibility of Bahrs Scrub. If the ridges were used as major access routes then there were two pathways. From west to east a pair of ridges that may have served as a traditional path crosses the scrub in the north. This ridge roughly follows the same route as the hilly section of the Brisbane-Beenleigh Rd, Gardiners Rd, and Wuraga Rd.

A second point of entry may have been from the south following a ridge from the Albert River near Plunkett Rd. On the west, but well south of Bahrs Scrub, there may have been a relatively direct and easy access to the Birnam Ranges with their well known sources of silcrete for flaked implements.

Sketch map showing rivers and ridges in relationship to Bahrs Scrub (for road pattern see report 6 in this series).

The graziers arrived in the 1840s and preferentially took over those parts of the Logan and Albert Rivers that had been kept open by Aboriginal land management practices. The remaining Aborigines were probably forced off their most productive land and required to rely heavily on the resources that could be obtained from those hilly refuge areas that were unfavourable to cattle and sheep runs. Archaeological
Field inspections

1. Bahrs Scrub conservation area and former quarries

These inspections were undertaken by Mr Dillon & Dr Crosby on Thursday 4 February, 2010.

At all quarries visited the rock formation is a conglomerate formed of pebbles up to 40cm across. Their materials vary, but appear to be largely quartz based. No evidence of Aboriginal exploitation was observed at these European quarries, but it is likely that the conglomerate would have furnished fine-grained rocks suitable for manufacture of cutting tools.

Thus, the Bahrs Scrub area would probably have provided suitable rock for everyday cutting and scraping tools to its inhabitants. It is unlikely to have supplied rock for simple tools to a wider area.

2. Inspection of Windaroo Creek mouth

With the kind permission of the Golf course manager the banks of the Albert River and its junction with Windaroo Creek was inspected. At this point the Albert River is still tidal and fringed with mangroves. However, by the time Windaroo Creek crosses the Beaudesert-Beenleigh Road, the creek is filled with bulrushes, and is thus running fresh.

The meeting of the creek and river is swampy and at present at least the banks of both are heavily vegetated. No cultural evidence was observed on the levee which is kept mown as part of the golf course.

3. Inspection at Bannockburn Rd.

Although this area is outside the Bahrs Scrub LDA it is the largest, indeed the only known, large scatter of stone artefacts in the district. This site is located on the reserve at the Albert River end of Bannockburn Rd (see site record forms in the appendix).

The site is located on a flattish hill above the flood level of the river. Given the density of artefacts on the present surface it may be estimated that this place has been revisited many times over perhaps thousands of years.

The Traditional Owners have passed over to Dr Crosby a small collection of artefacts from this site. While they haven’t been properly analysed as yet, an initial impression
is that the types of rock represented make up a different assemblage from those of both the area south of Pimpama and from the area around Beaudesert.

This different assemblage suggests not only that local sources of stone were used, but also that the Traditional Owners of previous centuries had relatively few trade and exchange contacts, at least for everyday necessities, with their neighbours. Contact with the people to the north may have been limited both by the size of the river and by the language difference, but the observation that few rock types from beyond the Gugingin territory are represented in everyday flaked implements also applies to their linguistically related neighbours to the east, south or west.

8 DISCUSSION

The nature of occupation that may be predicted to have taken place in Bahrs Scrub is subject to a number of factors.

Internal factors

Stone

The current quarries at Bahrs Scrub all produce river pebbles. It is possible that some of the larger pebbles were used for the manufacture of cutting implements (ranging from large hand-held choppers to small ‘knives’).

No Aboriginal quarries have yet been identified at Bahrs Scrub. A number of features serve to identify Aboriginal quarries. At most quarries lumps of rock are broken up to select useful pieces. These are usually large. In a conglomerate source such large pieces would be represented by discarded flaked pebbles that had been used as cores. A ‘worked-out’ core is what remains after all usable flakes have been detached. The useful flakes would have been carried away for finishing elsewhere, while unusable flakes would be discarded on the spot. The amount of debris depends on the degree of finishing practised at that particular quarry.

If circumstances warranted, e.g. a need to prepare a number of items for exchange, then some semi-finished implements (blanks’) might have been removed only a short distance to a nearby camp site for finishing.

Other technological items

Many products required in the traditional technology probably came from the Bahrs Scrub bush. For example, the long leaves needed for weaving baskets and dillies probably came from smaller freshwater creeks such as Windaroo Creek or form the swamps behind the river levees. Fibre for nets and ropes would have been obtained from various barks. Green wood for spears could be obtained from saplings or cut out of tree trunks, while bowls and shields were cut from soft woods such as cork wood or from very tough wood such as mangrove. Except for the mangrove wood,
which may have come from the larger trees nearer the saltier water at the mouth of the estuary, Bahrs Scrub was essential for the provision of all these raw materials.

It is possible that some scarred trees may still be located within Bahrs Scrub. Assuming that the Aboriginal technologies that left scarred trees fell into disuse around 1880, then a tree scarred for traditional purposes, whether by stone or steel, must have been large enough in 1880 to withstand such scarring and still grow. If such a tree was still growing today it would be over 150 years old.

Smooth-barked trees (e.g. blue gums) that have had bark removed to manufacture a canoe are an unlikely find within Bahrs Scrub, given its distance from the main rivers. But other scars for, say, shields or coolamons (bowls) might be expected. These kinds of scars are oval, have been removed from the trunk where the bark is of an even thickness, and will have partially grown over the scar forming a thick rim. The smooth-barked trees appear to be relatively slow to heal over such scars. By contrast, surveyors choose the most accurately located tree on which to mark their blazes. If the trees blazed by surveyors are fast growing these blazes may be overgrown by bark within a few decades.

Some Ironbark trees were used to provide heavy duty spears. These were cut out by making a long narrow cut up the side of the tree deep enough to cut out a piece of wood between 5 and 10cm wide and deep, leaving a long narrow scar. The straightness of such scars, plus their narrowness allows an observer to distinguish such scars from lightning scars.

Trees were also scarred during hunting, for example toe-holds cut into the bark to allow access to bird nests or possums and koalas.

Patterned scars were cut into trees lining the pathways between parts of a bora ground. These cuts were made into the wood after removal of the bark. The patterns are geometric and made with an axe. Only a few such trees are known, and very few are still growing. Finding such a scarred tree would require instituting a search for traces of the accompanying earth circles and pathways.

Plants

Plant products are a major economic resource. Amongst other uses plants were used as:

- Food, medicines, fish poisons, indicator plants, and as indirect food sources

Most of the plant food used by the Gugingin was probably located near the major rivers. Bahrs Scrub would, however, have provided a large proportion of the fruit and nuts in the diet. These foods may never have been available either in great quantities or all year round. Many fruits have short seasons, either in spring or autumn. Bahrs Scrub may have been occupied preferentially in the warmer months, though heavy flooding may have forced a temporary retreat to higher ground.
Medicinal plants may be located in a variety of locations, not necessarily near places of habitation. Bahrs Scrub may have played an important part in the provision of medicinal plants, especially those that favoured specific soils. In this connection the northern conical peak with its basaltic soils should be carefully considered.

Fish poison plants often occur near the water sources to be poisoned, leading to the suspicion that their reproduction may have been deliberately encouraged by ensuring that the plants reseeded.

Bahrs Scrub may have provided the usual range of indicator plants, for example those that told when a resource was about become available, and those that indicated when an event, such as the annual mullet run was about to start.

In addition, Bahrs Scrub with its covering of bush probably provided a large number of fruiting trees attractive to birds.

A list of economically important plants is provided in the appendixes to the desk-top report.

All observations of these plants of economic value should be plotted and any significant stands should be preserved.

Animals

Bahrs Scrub must also have provided a majority of the animals hunted by the Gugingin. While kangaroos and wallabies would have been attracted to new grass pick on the edges of the forest, other animals, such as echidnas, goannas, other lizard-like creatures, snakes, various small marsupials, koalas, and possums, as well as emus would have kept to the bush and been hunted there.

Indeed, it is possible that most of the occupation places within the Scrub (which have yet to be found) may have resulted from largely male hunting parties.

Shelter

There appear to be no caves or rock shelters within Bahrs Scrub that would provide protection from storms or cold. All people who overnighted within the Scrub would have had to construct some sort of shelter or hut. It is unlikely that any such temporary structures will ever be identified within Bahrs Scrub.

Water

Windaroo Creek was a major source of fresh water. Most occupation evidence that is likely to be found in Bahrs Scrub will be located within about 100m of a semi-permanent or permanent water source.

In Gugingin territory generally it may be noted that periodic flooding of both the Albert and the Logan Rivers has left raised levee banks. Behind these banks are fresh-water swamps. These swamps would provide both water and other food resources.
for people living along the river banks. There is no need, therefore, for people to depend upon sources like Windaroo Creek for water.

Bahrs Scrub may have been utilised during heavy floods when the riverside foods were temporarily unavailable and people retreated to higher ground.

**External factors**

**Access**

As noted, ridges were commonly used as pathways, both in historic and prehistoric circumstances. If the west-east transverse ridges were used as a pathway between the Logan and the Albert River flats then evidence of such a use might be found in both discarded stone implements on either side of the ridge, and in a greater proportion than expected of food plants resulting from pips and seeds spat out along the route (native raspberries are a common characteristic of pathways in this district).

The ridge entering Bahrs Scrub from the south, already speculated on as being part of a trade and exchange route from the Birnam Range silcrete sources may also be recognised in the same manner.

These routes may also have been traversed by parties attending various gatherings – e.g. going to the bunya festivals, to the coast for mullet, to bora grounds for initiations or to settle arguments.

**Trade & exchange**

A considerable amount of exchange was carried out at the various gatherings that people attended during the year. By this means products of one group were exchanged for products of another.

**Stone**

While everyday ‘knives’, other flaked tools, and tools such as single-use flaked choppers made quickly on a pebble and discarded on the spot, may have been provided from local stone sources, some kinds of stone artefacts must have been obtained by trade and exchange.

Such items include edge-ground stone axe blades. Other exchanged rock types included the Birnam Ranges silcretes. These were specially suited to woodworking implements. Their edges could be re-sharpened as needed by retouching (working a line of small flakes along the cutting edge). Both axe blades and many of the woodworking of implements were hafted, so perhaps it was mainly hafted implement stone that was widely traded.

Indeed, the implements might have been exchanged as complete objects.
Other exchanges

Some districts were well-known for the production of boomerangs or spears, or baskets and dillies. Both men’s and women’s manufactures were exchanged. Things such as ochres and grindstones, as well as intangible things such as new dances and songs were circulated during periodic gatherings. By this means, for example, some songs could be circulated well beyond their originating district, even ending up as untranslatable by their end users. In addition initiations, marriages and disagreement resolutions were provided for at various meetings.

Meetings

Initiation

Petrie (1904) records that as very few groups had enough young males to make an initiation ceremony worthwhile a system existed for messengers, each carrying a green leafy branch in token of coming in peace, were sent around to arrange appropriate times and places. These messengers would have followed the recognised tracks.

Resolution of disagreements

Petrie also records that arguments were settled according to a well-understood set of rituals. Disagreements were often settled at the major festivals including bunya festivals and initiations. Often all the participants at the gathering were there to cheer on the combatants.

Historical factors

Because it is likely that Bahrs Scrub was a significant refuge area during initial occupation of the Logan and Albert district by graziers and timber getters (from about 1840 until about 1860) the inhabitants may have left behind relics suggestive of contact with Europeans. Such technological items as steel axes and wedges, knives, crockery and glass may be expected to be found.

9 CONCLUSION

No Aboriginal cultural heritage places are presently recorded for Bahrs Scrub (but see appendix for record of occupation site at the Albert River end of Bannockburn Rd).

Attempts at field inspections in February 2010 were hampered by poor ground visibility, following recent rain.
Application of constraints

The constraint categories recognised for this study are specified in terms of the extent to which aspects of a particular area are expected to reduce the development yield for that area. It is possible that this concept of development yield cannot be readily applied to cultural heritage evidence, limited as it usually is to ‘sites’ and structures which occupy small patches of land and thus have a minimum effect on development yield.

I have therefore chosen to interpret the concept in terms of the heritage significance of particular places and structures. In this sense constraint categories relate to the desirability of preserving the evidence in situ (category 3), of undertaking extensive mitigation (category 2) or of lesser mitigation process (category 1).

A  At a preliminary stage of ACH reconnaissance

It is possible that examples of all 3 constraint categories (i.e. of all levels of significance) may be found in each area subjected to an initial cultural heritage assessment (CHA).

No complete CHA of the whole of Bahrs Scrub has been completed. This is partly due to a difficulty in locating Gugingin Traditional Owners, partly due to generally poor ground visibility preventing close examination and partly because cultural heritage assessment is usually best undertaken in close cooperation with the developers close to the commencement of actual work.

The Bahrs Scrub LDA may thus be considered from an ACH point of view to be most usefully undertaken as a long series of smaller ACH assessments. Such cultural heritage assessments (CHA) may be undertaken at the planning stages of each subsection of development, i.e. during secondary stage of development.

B  Cultural heritage assessments (CHA) at commencement of secondary (i.e. actual) stage in the development

Each CHA should be undertaken as early as possible in the design process for each subsection of the LDA development.

Each CHA will identify the mitigation steps necessary for the issuing of a Duty of Care compliance statement for that particular part of the Bahrs Scrub LDA.

To cover this process Logan City Council should appoint an appropriately qualified cultural heritage coordinator to liaise between Council and the Traditional Owners.

A cultural heritage agreement (see part 3 of this report) should be negotiated between Logan City Council and the Traditional Owners.
Only appropriate Guggingin descended Traditional Owners should be involved.

The overall coordinator of this process should also act as technical adviser to the Traditional Owners and should have responsibility for the CHAs and the follow-up CHR. The overall coordinator should also be responsible for producing a final CHR for Bahrs Scrub.

C  Outcome & results

In terms of the ACH evidence, as each part of the LDA is subjected to a preliminary CHA the following constraints (and issuing a cultural heritage duty of care sign-off) will apply (subject to agreement with the Traditional Owners). Examples of likely outcomes are given below:

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continue with the development process. Once a duty of care sign off is given for any affected areas then development may proceed as normal.

Final outcome

The appointed cultural heritage coordinator should have responsibility for producing a final *Bahrs Scrub Aboriginal Cultural Heritage* report which draws together all the CHA and CHR results for the whole LDA.
# SITE INDEX FORM

## SITE TYPE

- OPEN

## SITE ATTRIBUTE (UNDERLINE)

- ARTEFACT SCATTER

## MATERIALS

- STONE

## STRUCTURE

- SURFACE SCATTER
- Probably MULTI-COMPONENT OR STRATIFIED SITE

## SITE CARDS ATTACHED

- (green) STONE MATERIAL

## Brief description of site

## RECORDER

- NAME: Eleanor Crosby & Tony Dillon
- ADDRESS: 21 Castle Hill Drive South, GAVEN QLD 4211
- CONSULTANT/ TRADITIONAL OWNER
- PHONE: 55782255
- MOBILE: 0414382255
- EMAIL: e.crosby@turnix.com

## SITE NAME

- Bannockburn Road

## DATE RECORDED


## RECORDER’S REFERENCE

- Turnix report 179-02

## LOCATION

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## Other sites in the area: none known

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*Turnix report 179*
LAND TENURE (UNDERLINE)

RESERVE

OWNER/LEASEHOLDER MANAGER Logan City Council

NAME

ADDRESS

PHONE

EMAIL

LAND USE (UNDERLINE)

FORESTED but undergrowth kept in check.

ENVIRONMENT

LAND USE SYSTEM (OFFICE USE)

------------

SITE ENVIRONMENT

TOPOGRAPHY (UNDERLINE ALL RELEVANT)

CREEK BANK

--------------

PARENT ROCK (UNDERLINE AS RELEVANT, PROVIDE GEOLOGICAL NAME OF ROCK FORMATION)

GEOLOGICAL FORMATION NAME Neranleigh-Fernvale Beds

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SOIL (UNDERLINE ALL RELEVANT, A HORIZON ONLY)

CLAY SILT

------------------------------------------------------------------------

VEGETATION, NATIVE, PRE-CULTIVATION (UNDERLINE ALL RELEVANT)

FOREST (SPECIFY COMMUNITY TYPE)

ASSOCIATED FAUNA

(drinking) WATER SOURCES (UNDERLINE ALL RELEVANT)

RIVER

DISTANCE OF WATER FROM SITE: 100m

RELIABILITY OF WATER SOURCE PERMANENT

DESCRIPTION OF ENVIRONMENT

GENERAL AREA

SITE ENVIRONMENT

CONDITION OF SITE

UNDAMAGED

DAMAGED NATURAL EROSION plus over zealous parks & gardens mowing

DESCRIBE

SITE VISIBILITY
30 - 50% covered by vegetation

DESCRIPTION The site as presently maintained is probably only a small part of what was once a very large occupation place at the former ferry crossing. It is probable that this site once extended for some distance along the bank of the Albert River to the north. No inspection has been made of the eastern bank as yet.

DOCUMENTATION

HAVE ITEMS BEEN COLLECTED FROM SITE? Yes

NAME OF COLLECTOR Tony Dillon

LOCATION OF MATERIAL Ngarang-Wal registered office, 21 Castle Hill Drive South, GAVEN QLD 4211

OTHER DOCUMENTATION

PHOTOS Bahrs Scrub cultural heritage report. To Logan City Council & Stockland Pty Ltd.

RECOMMENDATIONS Essential that site be preserved.

MAP (INSERT AS PICTURE)

AIDS TO RELOCATION OF SITE (distances, directions, features, description of access, etc.)

On hill above Albert River at east end of Bannockburn Rd, Bannockburn. On Albert River in reserve, probably a reserve intended for a future road crossing. Note, reserve has been in existence since at least 1876 (AG1 Sheet 1). This may be the lowest feasible bridging point on the Albert River.

Take Beaudesert-Beenleigh Rd south of Beenleigh past Mt Warren Park & Windaroo Valley High School.

GREEN FORM

STONE MATERIALS

STATE FILE NO.
SITE TYPE
SURFACE SCATTER & probably STRATIFIED DEPOSIT

RECCORDER’S NAME    Eleanor Crosby & Tony Dillon
RECCORDER’S REFERENCE Turnix report 179-02

Brief description of find/assemblage

Materials: stone artefacts
Artefacts: various stone types,
Size & density (of portion of site visible)
N-S 40m     E-W 70m
Average density per M² up to 3

Insert photo

Additional information

Collected material has yet to be analysed. Contains materials not similar to assemblages south of Pimpama, for example, apparently does not contain Birnam Ranges silcrete.
PART 3

DEED OF AGREEMENT FOR
THE BAHRS SCRUB PROJECT

between

Logan City Council
and
Gugingin Traditional Owners
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THIS DEED OF AGREEMENT is made this day of 2010.

BETWEEN: LOGAN CITY COUNCIL (sponsor)

AND:

(“Aboriginal Party”)

RECITALS

A. LOGAN CITY COUNCIL intends to redevelop Bahrs Scrub LDA.

B. There are no registered native title claimants for all of the Project Area at the Commencement Date.

C. The Traditional Owners of the area around the confluence of the Albert and Logan rivers are the GUGGININGN.

D. LOGAN CITY COUNCIL recognises and respects the Cultural Heritage of Aboriginal and Torres Strait Islander People.

E. The Parties agree that Cultural Heritage should be conserved and protected.

F. LOGAN CITY COUNCIL recognises that it has a cultural heritage duty of care under the Act.

G. The Parties wish to agree upon how Cultural Heritage assessment, surveys, monitoring and management will occur in relation to the Project.

H. The Parties intend this to be ‘another agreement’ for the purposes of sections 23(3)(a)(iii), 24(2)(a)(iii), 25(2)(a)(iii) and 26(2)(a)(iii) of the Act.
NOW THE PARTIES AGREE AS FOLLOWS –

1. Definitions

“Aboriginal Party” has the meaning given in the Act.

“Act” means the Aboriginal Cultural Heritage Act 2003 (Qld).

“Agreement” means this document and the Schedules to it.

“Area” means an area of particular significance to Aboriginal people because of either or both of the following –
   (a) Aboriginal tradition;
   (b) the history, including contemporary history, of any Aboriginal party for the area.

“Business Day” means a day (other than a Saturday, Sunday or a public holiday) on which banks are open for business in Queensland.

“CHA” means an assessment of the presence or likely presence of Aboriginal Cultural Heritage.

“CHR” means a Cultural Heritage Report

“CHS” means a Cultural Heritage Survey.

“Commencement Date” means the date on which the last party executes this Agreement.

“Cultural Heritage” means Aboriginal cultural heritage; which is anything that is:–
   (a) a significant Aboriginal Area in Queensland; or
   (b) a significant Aboriginal Object; or
   (c) evidence, of archaeological or historic significance of Aboriginal occupation of an area of Queensland.

“Cultural Heritage Duty of Care Guidelines” means the cultural heritage duty of care guidelines gazetted by the Minister under section 28 of the Act.

“Cultural Heritage Find” has the meaning given in the Cultural Heritage Duty of Care Guidelines.

“DERM” means the Department of Environment Resources and Mines.

“Ground Disturbance” means excavation by mechanised equipment.

“Induction” means a Cultural awareness program convened prior to the commencement of Works.

“Monitors” mean those individuals nominated by the Aboriginal Representative to
provide monitoring services.

“Monitoring” means the attendance of representatives of the Aboriginal party in the Project Area for the purpose of observing construction and assisting the Contractor to identify any Cultural Heritage Finds.

“Native Title” has the meaning given in the NTA.

“NNTT” means the National Native Title Tribunal.

“NTA” means the Native Title Act 1993 (Cth).

“Object” means an object of particular significance to Aboriginal people because of either or both of the following -

(a) Aboriginal tradition;
(b) the history, including contemporary history, of an Aboriginal party for an area.

“Parties” means LOGAN CITY COUNCIL and the Aboriginal Party.

“Project” means the construction of a school within the Project Area.

“Project Area” means the area depicted in Schedule 2 except for that part of the area marked as being below the flood line.

“Register of Native Title Claims” has the meaning given in the NTA.

“Report” is a Cultural Heritage Report to be prepared by the Aboriginal Party as part of the CHA.

“Representatives” means the persons appointed by the Parties under clause 13.

“Safety Induction” means the accredited course provided by LOGAN CITY COUNCIL for employees or contractors attending on site during any construction that involves disturbance of the top 30cm of topsoil, or other depth as negotiated with the Traditional Owners.

“The Contractor” means the contractor who wins the tender to construct the Project and includes all sub-contractors.

“Works” means any activity in the Project Area involving Ground Disturbance.
2. **Interpretation**

2.1 A reference to a person includes a reference to corporations and other entities recognised by law.

2.2 In this Agreement the table of contents and the headings to the clauses have been inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of any of the terms and conditions of this Agreement.

2.3 A reference to a statute, regulation, ordinance or local law shall be deemed to extend to all statutes, regulations, ordinances or local laws amending, consolidating or replacing them.

2.4 The singular includes the plural and vice versa.

2.5 Words importing one gender shall include a reference to all other genders.

2.6 A covenant or agreement on the part of two or more persons shall be deemed to bind them jointly and severally.

2.7 A reference to a clause, schedule or attachment is a reference to a clause, schedule or attachment to this Agreement and includes any amendments to them made in accordance with this Agreement.

2.8 Where under or pursuant to this Agreement the day on or by which any act, matter or thing is to be done is not a Business Day, such an act, matter or thing may be done on the next Business Day.

2.9 In the case of any inconsistency between the Schedules and a clause contained in this Agreement, the provisions of the clause shall prevail to the extent of any inconsistency.

3. **Authority to Enter into Agreement**

3.1 The Aboriginal Party represents and warrants that it is a registered native title claimant for all of the Project Area at the Commencement Date.

3.2 The Aboriginal Party warrants that it is authorised to enter this Agreement on behalf of the Gugingin people.

4. **Term**

This Agreement will start on the Commencement Date and continue until the Project is finalised.
5. **Principles of Agreement**

5.1 The Parties agree to operate in good faith and achieve outcomes that advance the goals of all Parties.

5.2 LOGAN CITY COUNCIL agrees to approach its dealings with the Aboriginal Party on Cultural Heritage matters on the following principles:–

(a) the management of Cultural Heritage must be consistent with law and government priorities;

(b) the views of the Aboriginal party for the Project Area are key in assessing Cultural Heritage and managing any activity likely to impact on Cultural Heritage; and

(c) Aboriginal and Torres Strait Islander people may take part in Cultural Heritage assessments, inspections, monitoring and project planning, and may seek payment for the provision of agreed services in accordance with this Agreement.

(d) the Aboriginal Party agrees that LOGAN CITY COUNCIL may undertake the Project in the Project Area pursuant to this Agreement.

5.3 The Aboriginal Party recognises that LOGAN CITY COUNCIL has contractual and other obligations that impose strict time limits upon the Project. The Aboriginal Party will use their best endeavours to assist LOGAN CITY COUNCIL meet those time limits.

6. **Representatives**

6.1 The Representatives for each Party will –

(a) be responsible for all day-to-day contact between the Parties; and

(b) implement this Agreement on behalf of the Parties.

6.2 The Aboriginal Party Representative will ensure that the Monitors are covered by public liability and workplace insurance taken out by Traditional Owners.

7. **Cultural Heritage Assessment (CHA)**

7.1 LOGAN CITY COUNCIL agrees to:

(a) conduct a search of the Cultural Heritage Database, the Cultural Heritage Register, and the Register of National Estate for information about the Project Area; and

(b) provide a copy of the search results to the Aboriginal party.

7.2 The Aboriginal Party agrees to:

(a) undertake a CHA within one month from the Commencement Date in accordance with the terms and conditions set out at Schedule 2;

(b) include a CHS for the Project Area as part of the CHA;

(c) prepare a CHR in accordance with the terms and conditions at Schedule 2.
8. Outcomes of the CHA

8.1 The Parties agree that if no Area or Object is identified in the CHR, then the Works may proceed subject to:-

(a) compliance with Clause 11; and
(b) compliance with Clause 11, Schedule 5 and Schedule 6 being observed during the Works.

8.2 If the CHR identifies any Areas or Objects:-

(a) the Parties will attend a meeting to discuss the identified Area or Objects and any recommendations made in the CHR within seven days of the CHR being received by LOGAN CITY COUNCIL.
(b) LOGAN CITY COUNCIL will organise the meeting and pay the costs of the Aboriginal Party Representative to attend on the same basis as it will pay for administrative tasks under Schedule 4.
(c) the Parties will make best endeavours to reach agreement about management procedures to minimise any harm being caused to the Areas or Objects
(d) the Parties will abide by the dispute resolution process at Clause 16 if agreement cannot be reached.
(e) LOGAN CITY COUNCIL will ensure that its' Representative informs the Contractor in writing of any agreed management procedures.

9. LOGAN CITY Council’s Obligations Before Works Commence

9.1 LOGAN CITY COUNCIL agrees to provide the Contractor with a copy of this Agreement and will ensure the Contactor understands LOGAN CITY COUNCIL obligations under this Agreement.

9.2 LOGAN CITY COUNCIL agrees that it’s Representative and the Contractors will attend an Induction before Works commence.

9.3 LOGAN CITY COUNCIL agrees to involve the Traditional Owners in the Induction as set out in Schedule 3.

9.4 LOGAN CITY COUNCIL undertakes to fund the Aboriginal Representative and up to a maximum of two Monitors, to attend a Safety Induction.

10. Monitoring

10.1 The Parties agree that Monitoring will only take place when:-

(a) Works are to be conducted;
(b) the Works area is identified in the CHA as an Area or as containing an Object; and
(c) the Parties agree that Monitoring of the area is an appropriate management procedure under Clause 8.
10.2 The Parties agree that any Monitoring required will be undertaken in accordance with the terms and conditions set out at Schedule 4.

11. Cultural Heritage Finds

11.1 The Parties agree that if a Cultural Heritage Find is made during the Works that:-
(a) the Works will immediately cease within a 5 metre radius around the Cultural Heritage Find; and
(b) the Parties will follow the procedures as set out at Schedule 5.

11.2 The Parties agree that if human remains are located during the Works:-
(a) the Works will cease immediately in a 10 metre radius around the remains; and,
(b) the Parties will follow the procedures set out in Schedule 6.

12. Attendance in Project Area and Safety

12.1 When the Aboriginal Party Representative attends or any Monitors attend the Project Area they agree to:-
(a) Report to the site manager’s office prior to entering the construction site
(b) follow the procedures advised during the Safety Induction to ensure that they comply with the Workplace Health and Safety Act, 1995; and,
(c) Follow any instructions from the Contractor or the DEA Representative.

12.2 LOGAN CITY COUNCIL will provide the representatives of the Aboriginal Party with any safety equipment or apparel that is required during Monitoring. The Monitors must supply their own safety boots.

13. Communication

13.1 Within 1 week of the Commencement Date, the Parties must notify each other of the names and contact of their Representatives. The Parties agree to ensure that the contract information remains current.

13.2 The Parties’ Representatives should be the first point of communication for any matters arising under this Agreement.

13.3 A Party giving notice to another Party under this Agreement must do so in writing –
(a) directed to the recipient’s address specified in Clause 13.4, as varied by any notice; and
(b) hand delivered or sent by prepaid post or facsimile to that address.

13.4 The address for service on the Aboriginal Party is:-
Mrs Nanette Bene
30 Birnam St
Beaudesert QLD 4238

The address for service on LOGAN CITY COUNCIL is:-

Ms Cheryl Politt
Logan City Council

Telephone:

13.5 A notice given in accordance with clause 13.3 is taken to be received –
(a) if hand delivered, on delivery;
(b) if sent by prepaid post, 10 Business Days after the date of posting; or
(c) if sent by facsimile, when the sender’s facsimile system generates a
message confirming successful transmission of the total number of
pages of the notice unless, within 24 business hours after that
transmission, the recipient informs the sender that it has not received
the entire notice.

14. Ownership of Information

14.1 Subject to clause 14.3, LOGAN CITY COUNCIL will own information, reports
or other documents generated or compiled in the implementation of this
Agreement (“the reports”), except where such information is the property of
another person or is already in the public domain.

14.2.1 The Aboriginal Party will provide any information to LOGAN CITY COUNCIL
which is required to meet any requirements of law, including for the purpose of
applying for any permits, licences, approvals or other authorities required by
law for the Project.

14.3 Where information generated in the course of implementing this Agreement is
of a confidential nature to the Aboriginal Party and where the Aboriginal Party
has informed LOGAN CITY COUNCIL of this fact, that information –
(a) may not be used for any purpose other than in fulfilment of the Parties’
obligations under this Agreement; and
(b) cannot be supplied to or used by any third party, or used for any other
purpose, other than as required by law, without the express written
permission of Aboriginal Party.

15. Confidentiality

15.1 This Agreement, all associated agreements and all information supplied by
one Party to another are confidential between the Parties and will not be
disclosed to any person by any Party without the prior written agreement of the
other Party.

15.2 The Parties agree that in supplying any information, reports or other documentation to a third party, they will obtain an undertaking from the third party to keep that information confidential and will forward a copy of that undertaking to the other Parties to this Agreement.

16. Dispute Resolution

16.1 If a dispute arises in connection with this Agreement, a Party to the dispute must give to the other Party a written notice specifying the dispute and requiring its resolution under this clause (“Notice of Dispute”).

16.2 The Parties must confer within 3 days after the Notice of Dispute is received under sub-clause 16.1 to try to resolve the dispute.

16.3 The Parties may seek the assistance of a mediator to mediate the dispute on agreed terms.

16.4 Unless otherwise agreed in writing, the Parties agree that:-
   (a) Any mediator will be appointed by the President of the Law Society;
   (b) The Parties will divide the costs of the mediator equally.

16.4 If the dispute is not resolved within 10 days after the Parties’ first conference (“first conference”) the dispute may be submitted to arbitration.

16.6 A Party who wishes to refer a dispute for determination must do so by giving a written notice to the other Party (“First Dispute Notice”) in which it -
   (a) states the name, address and occupation of the person it nominates to determine the dispute (“Nominated Referee”); and
   (b) states the matter or matters which constitute the dispute it wishes to refer for determination.

16.7 Within 2 days after receipt of the First Dispute Notice the other Party may give the Party who gave the First Dispute Notice a notice (“Second Dispute Notice”) in which it states that it accepts or rejects the Nominated Referee in the First Dispute Notice.

16.8 If no Second Dispute Notice is given within the time specified in clause 20.5, the Nominated Referee may determine the dispute.

16.9 If the Second Dispute Notice accepts the Nominated Referee, the Nominated Referee may determine the dispute under this clause.

16.10 If the Second Dispute Notice rejects the Nominated Referee, the nomination of the Referee may be referred by either Party to the President for the time being of the Queensland Law Society Inc.

16.11 When a dispute is referred to a Referee for determination under this clause, each of the Parties must -
(a) use its best endeavours to make available to the Referee all facts and circumstances which the Referee may need to know in order to determine the dispute;
(b) ensure that its employees, agents and consultants are available to appear at any hearing or enquiry called for by the Referee; and
(c) give a copy of any written submission it makes to the Referee to the other party at the same time as it gives the submission to the Referee.

16.12 The Referee must decide the dispute and inform the parties of the result within 14 days after the date of submission of the dispute for determination.

16.13 The Referee’s decision is final and binding on the parties. The Referee must give a written statement of reasons for the decision to all Parties.

16.14 The Referee may decide who must pay the costs and expenses arising out of the reference of the dispute to the Referee, including the Referee’s reasonable costs and expenses. If the Referee does not make a decision about costs and expenses, the Parties must pay the costs and expenses equally.

16.15 This Clause 17 does not prevent any party from obtaining any injunctive, declaratory or other relief from a court which may be urgently required.

16.16 Subject to clause 16.13, a Party must not commence or maintain a court action or proceeding upon a dispute in connection with this Agreement until the dispute processes in this clause are finalised.

16.17 This clause continues in force even where the Agreement has been fully performed, terminated or rescinded or where the Parties or any of them have been discharged from the obligation to further perform the Agreement for any reason.

17. **Indemnity**

17.1 The Aboriginal Party:–
(a) indemnifies; and
(b) releases and discharges, LOGAN CITY COUNCIL from and against all actions, proceedings, claims, demands, costs, losses, damages and expenses which may be brought against or made upon LOGAN CITY COUNCIL, or which LOGAN CITY COUNCIL may pay, sustain or be put to by reason of, or in consequence of or in connection with a breach of the terms of this Agreement by the Aboriginal Party, other than as a result of the negligent act or omission or the wilful default of LOGAN CITY COUNCIL, its servants or agents.

18. **Governing Law**

18.1 This Agreement is governed by the laws applicable in Queensland and is
deemed to be made in Brisbane, Queensland.

18.2 The Parties agree to submit to the non-exclusive jurisdiction of the Courts of the State of Queensland and all Courts competent to hear appeals from them.

19. GST

19.1 For the purposes of this clause –
(a) “GST” has the same meaning as in GST Law;
(b) “GST Law” includes A New Tax System (Goods and Services Tax) Act 1999 (Cth), order, ruling or regulation which imposes or purports to impose or otherwise deals with the administration or imposition of GST on a supply of goods or services in Australia;
(c) “supply” means a supply which is deemed to be a supply of goods and/or services under the GST Law; and
(d) “tax invoice” includes a document which is deemed to constitute a tax invoice under the GST Law.

19.2 The Parties acknowledge that GST may be payable on a supply of goods and/or services under this Agreement.

19.3 Where GST is payable upon any supply of goods and/or services under this Agreement, the consideration payable by the recipients to the supplier for the supply shall be adjusted in accordance with clause

19.4 Subject to the supplier issuing a valid GST tax invoice, the consideration payable by the recipient to the supplier for the supply shall be increased by the amount equal to that which the supplier is obliged to remit as GST on the supply.

20. Waiver
(a) The failure of a Party at any time to require performance of any obligation under this Agreement is not a waiver of that Party’s right to insist on performance of, or claim damages for breach of, that obligation unless that Party acknowledges in writing that the failure is a waiver; and
(b) at any other time to require performance of that or any other obligation under this Agreement.

21. Relationship of Parties

Nothing in this Agreement constitutes the Parties in a partnership or joint venture. None of the Parties will pledge the credit of the other. Each Party will be responsible for the debts that Party incurs unless that Party has prior written consent of the other to incur the debt.
22. **Severability**

22.1 If any clause in this Agreement on its interpretation is illegal, invalid or inoperative or unenforceable, then that clause will so far as possible be read down to the extent necessary to ensure that it is not illegal, invalid or inoperative or unenforceable so as to give it a valid operation.

22.2 If the clause or part of the clause cannot be read down, the clause or part of it shall be deemed to be void and shall be severed from this Agreement but the remaining clauses shall not be affected.

23. **Whole Agreement**

23.1 This Agreement constitutes the entire agreement between the Parties as to its subject matter and supersedes and cancels all prior arrangements, understandings and negotiations in connection with it.

24. **Variation**

24.1 Any Party may request a meeting to discuss possible changes or amendments to this Agreement and the Parties must meet to discuss the proposed changes or amendments.

24.2 This Agreement may only be varied or replaced by an agreement duly signed by the Parties.

25. **Counterparts**

The Parties agree that this Agreement may be executed in counterparts.
Schedule 1 – Project Area

BAHRS SCRUB

APPROX AREA
From UBD
Map 283
Schedule 2

Cultural Heritage Services

1. The Gugingin Traditional Owners have negotiated this Agreement on behalf of the Gugingin people. Their costs incurred during negotiations are incorporated in the fee at condition 12 of this Schedule.

2. The Traditional Owners will conduct a CHA on behalf of the Gugingin People for the Project Area.

3. LOGAN CITY COUNCIL will provide any maps or aerial photos of the Project Area to the Traditional Owners.

4. The CHA must include a CHS of the Project Area.

5. The CHA will be conducted by Gugingin People, assisted by Dr Eleanor Crosby (Technical Advisor to the Traditional Owners).

6. The CHA will be conducted as soon as possible after the Commencement Date.

7. A verbal report on the status of the CHA will be provided to the LOGAN CITY COUNCIL Representative within 2 weeks of completing site services.

8. A CHR documenting the results of the CHA will be provided to the LOGAN CITY COUNCIL Representative within 2 weeks of completing site services.

9. The CHR must identify any Objects or Areas in the Project Area.

10. If any Objects or Areas are identified, the CHR must include recommendations of appropriate management procedures to minimise the potential for harming Cultural Heritage.

11. The agreed fees for services will be in accordance with the proposal submitted by Turnix Pty Ltd on behalf of the Traditional Owners.

12. Fees will be paid to the Traditional Owners on receipt of both the CHR and an invoice of account.

13. Any amendment to the terms and conditions set out in this Schedule must be agreed to by both Parties in writing.

14. The Traditional Owners can be contacted through the details of service at Clause 13 of this Agreement.

---

7 Subject to identification of Gugingin descendants.
8 Estimated costings are appended to this agreement, though each stage of the works will need a separate estimate.
Schedule 3

Cultural Awareness Training

1. LOGAN CITY COUNCIL agrees to engage the Traditional Owners to facilitate a 1 hour Induction for the Project.

2. The Induction is to be prepared for presentation to the LOGAN CITY COUNCIL Representative, any relevant LOGAN CITY COUNCIL employees and the Contractor.

3. LOGAN CITY COUNCIL will provide the Traditional Owners with at least 14 days notice of the scheduled date for the Induction.

4. The Induction is to be presented prior to any Works commencing.

5. LOGAN CITY COUNCIL agrees to pay the Traditional Owners for the preparation and presentation of the Program.

6. LOGAN CITY COUNCIL will make payment for the Program on receipt of an invoice for services following presentation of the Program.

7. Without restricting the autonomy of the Traditional Owners to design the Induction Program, Education Queensland suggests that the following matters could be usefully covered:
   - History and Current details of the Guggingin People
   - How to identify Aboriginal Cultural Heritage.
   - Working with Traditional Owners – communication and sensitivities.
Schedule 4

Monitoring Terms and Conditions

1. Where the Parties agree that where Monitoring is the appropriate management procedure in a particular area:

   a) LOGAN CITY COUNCIL will provide at least 7 days notice of proposed Works in that area, to the Aboriginal Representative;

   b) The Aboriginal Representative is responsible for organising Monitors to be available for a Safety Induction and Monitoring as required by LOGAN CITY COUNCIL.

   c) The Aboriginal Representative will notify the LOGAN CITY COUNCIL Representative of the identity and contact details of the Monitors at least 48 hours before they are required to attend the Project Area.

   d) A total of two Monitors per shift will be reimbursed by LOGAN CITY COUNCIL for Monitoring.

   e) If the Monitors fail to appear as arranged, the Contractor may proceed with the Works, subject to compliance with the procedures at Clause 11 and Schedules 5 and 6.

   f) LOGAN CITY COUNCIL will pay for monitoring services in accordance with the fees agreed between the Traditional Owners and Turnix Pty Ltd as coordinator and technical adviser

   g) All amounts owed for Monitoring will be paid upon receipt of an itemised invoice of account.
Schedule 5

Procedures for a Cultural Heritage Find ("Find")

Find made during construction

Contractor to cease Works in 5 metre radius around find (buffer zone)

Contractor or Monitors (if in attendance) to notify DEA Representative and Aboriginal Party Representative

Parties to decide whether Find can be removed from location for assessment

No

Monitors to identify Find as Aboriginal Cultural Heritage or request assistance from Cultural Heritage Expert within 48 hours of Find

Yes

Works recommence in Area of Find while Find is assessed by Monitors and Cultural Heritage Expert if necessary

Any Cultural Heritage Expert required to assess the Find and make any management recommendations within 4 days of the Find

The Parties to agree on appropriate Management Procedures to minimise harm to the Find within 7 days of the Find

Yes

Advise contractor of Agreed Actions

No

Works recommence in Area of Find in accordance with Agreed Actions

If the parties cannot agree on procedures, either party to commence dispute resolution processes under Clause 16
Schedule 6

Procedures for Discovery of Human Remains

- **Human remains found during Works**
  - Contact police
  - Cease Works in 10 metre radius around remains (buffer zone)
    - Await Police advice to recommence Works in buffer zone
      - Police initiate crime scene response preservation and forensic osteologist/pathologist, EPA Office attends crime scene (2)
        - Material inspection for context, form, metrical and non-metrical data. Full exposure may be required, inspection undertaken on site
          - Second opinion obtained from police-nominated expert
            - Non-Aboriginal or Torres Strait Islander, or suspected criminality, or doubts persist
              - Police with Cultural Heritage Coordination Unit to provide technical advice/assistance as requested
                - Material removed in controlled method and with appropriate dignity (6)
                  - Laboratory analysis undertaken
                    - Determined as Aboriginal or Torres Strait Islander
                      - Traditional custodians decide arrangements with Cultural Heritage Coordination Unit
                        - Cultural Heritage Coordination Unit contacts Aboriginal or Torres Strait Islander community for immediate involvement
                          - Determined as Aboriginal or Torres Strait Islander
                            - Police action ensues

Police/Legal Responsibility

Cultural Heritage Coordination Unit Responsibility
Executed as a Deed by the Parties on the dates appearing below.

SIGNED, SEALED and DELIVERED

For and on behalf of

LOGAN CITY COUNCIL

This……..day of………………….2010

By ………………………………………. 
(full name)

………………………………………….
(designation)

Who is a duly authorised officer
In the presence of

………………………………………….
(signature)

………………………………………….
(signature of witness)

………………………………………….
(print name of witness)

SIGNED, SEALED and DELIVERED

For and on behalf of

GUGIN TRADITIONAL OWNERS

This……..day of………………….2010

By ………………………………………. 
(full name)

………………………………………….
(designation)

Who is a duly authorised officer
In the presence of

………………………………………….
(signature)

………………………………………….
(signature of witness)

………………………………………….
(print name of witness)
26. Appendix

**Detailed procedure estimates** (guidelines only)

The following guidelines will apply when estimating times for both preliminary Cultural Heritage Assessments (CHA) and Cultural Heritage Reports (CHR).

**Procedures:**

Sponsor (and Traditional Owners where appropriate) invite a suitably qualified person to be Technical Adviser to this project and calls for a desk-top analysis of known and potential ACH at chosen location. This step is usually restricted to large areas.  *(This document, completed).*

Sponsor and Traditional Owners accept desk-top report (if undertaken) *(This document, in preparation)*

Technical Adviser drafts Aboriginal Cultural Heritage Agreements (including a CHMP if needed) on behalf of TOs. *(This document, in preparation)*

Sponsor and TOs initiate an initial cultural heritage assessment (CHA) undertaken by TO representatives and Technical Adviser (TA). TA drafts CHA with consideration to applicable constraints categories.

- **If** constraint category 1 applies then
  1. no further work recommended, proceed to cultural heritage sign-off; or
  2. some further work recommended, proceed to negotiate agreement for this further work (e.g. monitoring during vegetation and topsoil clearing), then proceed to cultural heritage sign-off.

- **If** constraint category 2 applies then
  1. considerable further work recommended (e.g. excavation, protection of site by capping etc.) then negotiate agreement for this further work, finish work, complete CHR and proceed to cultural heritage sign-off.

- **If** constraint category 3 applies then
  1. isolate affected area and remove from development. Negotiate effective agreement for continuing protection of place, register place with DERM Cultural Heritage Coordination Unit, and proceed to cultural heritage sign-off.
Initial cultural heritage assessment (CHA):
Time and area estimates

Area of location

<table>
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<tr>
<th>Area of Location</th>
<th>Archaeologist Time</th>
<th>Senior TO Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 50 ha.</td>
<td>8 hrs + 12 hrs reporting</td>
<td>1 day</td>
</tr>
<tr>
<td>50 ha. - 200 ha.</td>
<td>16 - 24 hrs + 20 hrs reporting</td>
<td>2 - 3 days</td>
</tr>
<tr>
<td>Large areas</td>
<td>For every additional 100 ha.</td>
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</tr>
<tr>
<td></td>
<td>Archaeologist add 8 hrs</td>
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</tr>
<tr>
<td></td>
<td>Senior TO add 1 day</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Other TO add 1 day</td>
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</tr>
</tbody>
</table>

Outcomes

1. Preliminary CHA,
2. draft proposal for completion of ACH work,
3. development of Agreement concerning follow-up work

Implementation of follow-up Agreement

Outcomes

1. Implementation of agreement about:
   a. Monitoring, and/or agreed archaeological work,
   b. Inductions (ACH & Contractor)
   c. Final report (CHR),
   d. Duty of care compliance:

Costs

Detailed costing will be available from the cultural heritage coordinator, Turnix Pty Ltd, on application.
PART 4

THE EUROPEANS OF BAHRS SCRUB: A DESK-TOP REPORT
SUMMARY

This draft report may be read by any interested person connected with Stage 1 of the preliminary studies for the redevelopment of the Bahrs Scrub Local Development Area (LDA).

The report examines some aspects of the history of Bahrs Scrub and its Logan district historical context. It is not intended to provide a full historical context.

This report forms part of the Stage 1 surveys commissioned by Logan City Council as preliminary to the redevelopment of Bahrs Scrub Local Development Area.

A variety of historical documents and maps were consulted. The analysis of these sources resulted in the construction of an interpretation of Bahrs Scrub as a relatively marginal farming district.

The documents demonstrated that much of Bahrs Scrub has recently been agriculturally unproductive (excepting the flatter areas around Belivah Creek, see Part 5). The rapid acceptance of subdivision into 10 – 25 acre blocks in the mid 1970s clearly supports this conclusion.

In terms of European occupation the historical study indicated that Bahrs Scrub has some significant heritage structures and some significant infrastructure (see Part 5). Consideration should be given to preserving at least some structures in situ and to retaining elements of the early road pattern.

This report should be read together with the report of the field inspection.
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<td>5d.ii Albert Shire (1949 – 1994) and</td>
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<td>Gold Coast City Council (1994 – 2008)</td>
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<td>6 Conclusion</td>
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THE EUROPEANS OF BAHRS SCRUB: A DESK-TOP REPORT

1 INTRODUCTION

This report is part 4 of a series of 6 cultural heritage reports on the Bahrs Scrub redevelopment area (LDA).

2 OUTLINE OF PROJECT

The Bahrs Scrub Local Council Development (LDA) area (map 1) covers most of the catchment of Windaroo Creek. At present most of the area is classed under the various planning schemes as ‘Rural/Residential B’ comprising 10 – 25 acre lots. This scheme has been in existence since at least 1972 (south Albert Shire Strategic Plan, November 1972)

Under pressure of future population growth Bahrs Scrub has been identified as suitable for a much denser population, with appropriate infrastructure requirements.

Map 1

The LDA redevelopment will result in a massive restructuring of Bahrs Scrub.
3  AIMS OF STUDY

This desk-top report seeks to outline the European history of the Bahrs Scrub district. It is not intended to be an in depth history of the area. It is accompanied by a field inspection report covering, inter alia, place names and the development pattern of infrastructure such as roads, settlement, schools and electricity.

4  RELEVANT NATURAL BACKGROUND

While a more detailed background study was carried out in relation to the Aboriginal Cultural Heritage (ACH) Desk-top Report, some details that clearly affect the nature of European settlement of this district are rehearsed here.

Bahrs Scrub is part of the hilly area located between the Albert and the Logan Rivers south of where the two rivers join. It is drained almost entirely by Windaroo Creek. Hill slopes may be steep and the creeks have cut deep narrow valleys. Except for the basalt conical hill on the northern side of Windaroo Creek the hills are poorly covered in soil and the creeks are small and intermittent with small areas of recent alluvium.

The ACH desk-top report suggested that the Bahrs Scrub district was generally marginal to Aboriginal concerns, and that it is likely that the land was very lightly managed. In some of the valleys and gullies some more important economic resources may have been protected against wildfire by carefully controlled fires, but unless a particular resource, such as a grove of cycads growing on the north-western facing slopes of the hills (e.g. Lepidozamia perrofskyana) was being protected, it appears that a majority of the very steep hills were left unprotected by the Aboriginal land management practices known as ‘firestick farming’ (Jones 1969).

5  BAHRS SCRUB AFTER 1788

5a  1788 – 1842  Explorers

Logan, Fraser and Cunningham all explored up the Logan River between 1826 and 1828 (Steele 1972). From a study of their routes, it is apparent that they skirted the junction of the Logan and Albert Rivers and the hilly area in the northern tip of the triangle where the two rivers joined.

5b  1842 – 1860  Grazing runs and Timber getters

The Darling Downs was first explored by the botanist Alan Cunningham who had traversed north across what we now call the Granite Belt in the early 1820s. Cunningham eventually reached Brisbane. In 1827 Cunningham returned up the Logan from the Brisbane end, following the footsteps of Capt. Logan, and regained the Darling Downs through the gap now called after him.
In 1840 the Leslie brothers first took up a truly enormous part of the Darling Downs. After the Leslie’s took up their run (Toolburra), the Darling downs became something of a magnet for other sheep men and the Leslie’s run was quickly cut down to a more manageable size. For example Glengallan was taken up in 1848 (Crosby 1995). Glengallan Creek, formerly called Gap Creek drains west from Cunningham’s Gap.

It was across this and Spicer’s gap that the first overflow of sheep grazers streamed down into the coastal ranges and valleys east of the Great Dividing Range.

Thus settlement of the Logan region began from the south about the same time that Brisbane itself ceased to be the closed convict settlement of Moreton Bay. As the Darling Downs became more closely divided into grazing runs an overflow of Europeans to the east of the Great Dividing Range began to settle the open and grassy undulating plains along the Logan and the middle Albert Rivers from about 1842.

It should be noted that the grassy areas were kept open by the Aboriginal land management program. When this program was interrupted (as for example at Glengallan on the Darling Downs) the natural scrub rapidly reasserted itself. One appalling example of this lack of recognition of the importance of traditional Aboriginal land management by controlled firing is the Tasmanian fires of 1968 (Jones 1969).

Plate 1 View towards Cunningham’s Gap, sketch by Conrad Martens ca. 1859 (from Garran 1886:321).

The degree to which the scrub was kept at bay by Aboriginal land management schemes may be judged from a sketch made by Conrad Martens, probably in 1859 when he travelled from Brisbane to the Darling Downs (Plate 1). This sketch is set
somewhere along the Logan River whence a clear view of Cunningham’s Gap was available. Nowhere are the banks of the Logan so clear of trees today.

Moreton Bay remained a closed convict settlement until 1842, yet by 1844 seventeen squatting stations were recorded within 45 miles of Brisbane, with twenty-six more on the Darling Downs (Garran 1886:324).

The Bahrs Scrub district was ignored by these graziers.

Bahrs Scrub also appears to have been by passed by the early group of timber getters, those who relied on water transport to get their logs, largely red cedar, to a mill. However, somewhat later roads or tracks which could be traversed by log carrying drays and jinkers were developed. The way in which Wuraga Road, for instance, adheres to the crest of a ridge, is very suggestive of a timber getters road. Indeed, most of the roads within Bahrs Scrub may owe their genesis to timber getters in the 1860s.

5c 1860 - 1879

Brisbane was opened to free settlers in 1842. The major push from these settlers was for farms with good quality water access. Quite a large number of farms ranging from 40 to 80 acres were taken up along all suitable waterways. Once again Bahrs Scrub was largely ignored until the early 1860s.

5c.i Exploration and Naming Bahrs Scrub

There is no reference to the Bahrs family ever having lived in what is now called Bahrs Scrub.

5c.ii The Bahr family of Alberton

Carl Friedrich Wilhelm BAHR was born in Germany in 1840. He and his family arrived in Brisbane on the steamship ‘Beausite’ on 5th September, 1863. By 1874 Wilhelm Bahr was listed in the Queensland Post Office Directory as a squatter at the junction of Logan and Albert Rivers. As Bahr was not mentioned in the 1868 directory the inference is that Wilhelm Bahr moved to Alberton between 1968 and 1874. W. Bahr is given at the owner of Lots 65 & 66, Parish of Albert (both 60.00 acres) in 1887 (AG2 Sheet 6S, 1887).

But because the locality bears his name it is likely that some time between the family’s arrival in September 1863 and his settlement at Alberton Wilhelm Bahr explored around the hinterland of the Albert / Logan confluence, perhaps assessing the area for its agricultural potential, or even exploring for timber. If so, it is probable that the name Bahrs Scrub was locally given around this time. Bahrs Scrub Hill was named on the 1926 1:63 360 Tambourine map and Bahrs Scrub appears as a locality name on the Beenleigh 1:63 360 map sheet No 193, Zone 8, 2nd ed. 1944. The name was apparently made official in 1975 (Sunmap B7751). For further details see the field investigation report (Part 5).
Wilhelm Bahr died in 1925. His son, also Wilhelm Bahr, was born in Germany in 1860 and died in 1941. The Alberton farm passed to Wilhelm Bahr 2nd’s youngest son Edward Bahr, (1899 – 1962), and was sold on Edward’s death in 1962 (Bahr family data, Local History Library, Southport LHM 6418 A/1809 and LHM 5807 A518).

5c.iii Early roads and tracks through of Bahrs Scrub

In keeping with the meagre sources about the Gugingin as Traditional Owners, historical references to Bahrs Scrub are similarly sparse.

The earliest written descriptions I have seen date from 1866 (Logan Historic Newspaper file, 1864 – 1873). The earliest map dates from 1865.

One traveller through what was then called Jimmy-bark Scrub wrote in the Queensland Daily Guardian, Saturday February 3, 1866

…we made for the old ferry across the Logan, formerly known as Stones but now in the hands of Eden … Immediately adjoining the ferry is the new township laid out on Mr Pim’s land…

From the Logan to the Albert by this route … for a mile or two from the ferry the land is good, undulating and not thickly timbered. The grass grows luxuriantly. But as we proceeded the country becomes more ridgy, till at last you find yourself on high hills, covered with sharp, flinty stones, commanding an extensive view of the country reaching from the ranges beyond Brisbane as far as the southern boundary of the colony, …

…the track, leading through a dense scrub, crosses a creek, bearing marks of having heavy bodies of water sometimes passing down it, and then emerges on a rich grassy plain. On either hand rise abruptly the conical hills, wooded all over, known by the names Mt Waldron and Mt Albert. The scenery here is rich and picturesque.

The description reinforces the notion that the hilly ‘scrubs’ were not heavily managed and retained their natural forest.

But beyond the hills was Mr Warren’s property on the ‘rich grassy plain’ close to the Albert River. Now Mt Warren Park, the property was sown to cotton and sugar cane at the time.

The journalist’s description reinforces the effectiveness of Aboriginal land management practices. It could be inferred that almost all flattish areas near the rivers were kept open and grassy through these land management practices (‘firestick farming’) because any land left untended for long rapidly becomes covered in bush vegetation.

The fertile low lying land skirting Bahrs Scrub was quickly taken up and surveyed in a progressive manner. As pressure for farming properties increased, it became apparent that the original survey was insufficiently accurate. Thus, in 1871 a more comprehensive survey was instigated, a survey which formed the basis for the AG series of maps. As noted in the Queensland (page 10, Saturday July 1, 1871) one person voiced the following complaint:

‘Now as the country about here is beginning to get fenced in, we are missing our old bush tracks, and more so on account of the careless manner in which
the surveyors have marked out the roads – through swamp and up hill and down dale’

However, the winding routes which the Bahrs Scrub roads still follow may perhaps indicate that in the hilly areas roads followed existing tracks. And it is certainly possible that roads such as Wuraga Road along a hilly ridge followed much earlier Aboriginal pathways, as well as being utilised as timber haul roads (see Part 2, field inspection report).

Before Beenleigh was established a coach route between Waterford via Belivah to Tamborine village is reported to have crossed Bahrs Scrub. A version of the supposed route is shown by a dashed line between Waterford and the corner of Bannockburn Rd on map 2, which is taken from the Gold Coast City Council planning document, 2004.

Map 2  Figure 22 from Diecke Richards 2004 (Gold Coast City Beenleigh Structure Plan, Attachment 31.1 Landscape Background Paper). Dashed line shows that report’s hypothesised Cobb & Co route.
However, considering the topography of the area, the proposed route is quite impractical.

Further, no part of the proposed route appears on the early maps in the form of roads or tracks. A better route follows roads and tracks that must have been in existence since the 1860s (i.e. before Beenleigh was established). The actual route followed the ‘New Road to the Albert’ as marked on a map ‘Part of the Parish of Boyd 28 July 1865’ (QSA).

Map 3  A probable Cobb & Co route from Stone’s Ferry to the Albert, taken from QSA map SRS 1752/1, Item 242 (28-07-1865) superimposed on AG2 Sheet 5S, 1900 (QSA SRS 1016/1 Item 260)
The route marked on Map 3 clearly fits very well with the report for 1866 which clearly recorded a route along a stony ridge (Wuraga Rd east?) and then down to the ‘pinch’ between the two conical hills.

**5c.iv South Logan district development**

The whole of southeast Queensland was included in survey of the early 1870s. It potentially included all previously unallocated land such as the hilly areas of Bahrs Scrub and the assorted swamps (e.g. Russell Island in Moreton Bay was subdivided into potential blocks at this time, regardless of any landscape conditions).

But clearly the administrative subdivision of Queensland into counties and parishes predated the detailed survey within each parish as all lots were numbered within the parish of which they were a portion. Bahrs Scrub is part of the Parish of Boyd, County of Ward. In September 1866 the *Queenslander* of Saturday September 8th noted:

‘The Parish of Boyd, as originally surveyed by Dr Boyd (after whom it is named) contains 104 farms varying from 40 – 80 acres each, and is situated on the southern side of the Logan river, between the point opposite the mouth of Slack’s Creek and the junction of the Albert River with the Logan.’

The article noted that the area of the parish in cultivation was some 300 acres (or about 2 – 3 acres per farm), while the population numbered 444, which the author reckoned was divided into 89 families (which implies that 15 families were cultivating 2 farms).

Almost all of these farms were small (16.187 - 32.375ha). Most families grew their own vegetables especially potatoes, as well as a cash crop, sometimes maize, better still sugar. Cotton, which was popular while the American Civil War led to shortages, was reserved for the larger properties (such as Mr Warren’s noted above). Ultimately, cotton proved uneconomic in the labour circumstances of the day. Even though Kanakas, usually indentured labourers from Vanuatu and the Solomon Islands, were brought in in considerable numbers all up and down the Queensland coast to work the sugar canes, even the larger properties still found it difficult to cut and cart cane.

In the early days of sugar many farmers crushed and processed their own cane, a system which became increasingly inefficient.

Prominent among the smaller farmers were immigrants from Germany. A glance at Map 4, an extract of the AG2 Sheet 6S map for 1887, shows how these German farmers, such as Wilhelm Bahr, clustered around the Alberton area.

Although immigration from German speaking parts of Europe began in the early 1860s, it was reported by the *Queenslander* on Monday March 3, 1866 that German settlement began in the Logan area in 1864. This was after Wilhelm Bahr, New Settler 3654, arrived from Hamburg on the Beausite and was granted a Land Order.
If Herr Bahr did indeed explore the hilly area now named after him, he probably undertook his exploration between late 1863 and 1871.

Map 4  Extract from AG2 Sheet 6S 1887. W. Bahr is shown occupying Lots 65 and 66 on the north side of the Stapylton-Jacobs Well Rd. The density of properties east of the river contrasts markedly with the few properties surveyed and occupied in Bahrs Scrub (see Maps 5 – 10)

In any event Bahr, and almost everyone else, dismissed the idea of attempting to farm crops in the scrub and took Portions 65 & 66 Parish of Albert in what is still called Alberton, where, presumably, he was initially at least involved in growing sugar. Sugar-cane is frost sensitive and needs to be removed from frost-prone areas, or even from areas of cold-air drainage. In the Logan area the Queenslander of Saturday July 1\textsuperscript{st}, 1971 reported:
It is now a settled question that sugar-canes will not stand the frost above the tide level on either the Albert or the Logan

Bahrs farm was well out on the plain consequently and frost-free. As his two portions are the product of the 1871 surveys, it seems likely that Bahr took up the portions around that time.

Sugar-cane provided the impetus and ensured the prosperity of the Logan / Albert district. The hills were totally unsuited to cane growing, and almost all the population clustered along the rivers and on the low-lying land south of the Albert/Logan estuary. But the population grew steadily, albeit not in the Bahrs Scrub area. In 1874 the *Brisbane Courier* (Thursday, February 12 1874) reported that ‘the last census [1871] shows that there are 2,900 souls between the Logan River and the border’

The growing farming population needed both a town focus and representation in parliament. After some trial locations Beenleigh was surveyed and named in 1873. By this time the Logan district, from Jimboomba ‘along the right bank of the Logan’, had its own parliamentary seat, occupied by Mr Nind (*Brisbane Courier*, *ibid*, & the *Queenslander* Saturday August 2, 1873).

Philip Henry Nind has been described, perhaps somewhat unjustly, as ‘a failed sugar planter in the Pimpama area’ (Jones 1988:78). Nind had been educated at Eton and was an Oxford M.A. He arrived in Queensland in 1866, and soon became President of the Queensland Chamber of Agriculture and the South Queensland Agricultural Society. He also became a member of State Parliament in 1873. ‘After the failure of his Yawulpah plantation at Pimpama, Nind resigned his seat in parliament and travelled to England as an official lecturer on immigration to Australia on a generous salary of £500 per year plus travelling expenses’ (Jones 1988:78).

Plate 2 Opening ceremony, Beenleigh Station, 25 July, 1885 (Oxley Library, Jones 1988:173).
Mr Nind was opposed to a railway connection to Beenleigh. However, agitation for a railway connection was voiced as early as 1878, but after much discussion the line was opened to Beenleigh in July 1885, and extended to Southport in January 1889, to Nerang in July 1889, and to Coolangatta/Tweed Heads in September 1903 (Jones 1988:163-69, Ludlow 1995:71).

5c.v The development of Bahrs Scrub

Bahrs Scrub has always been a difficult area to farm, and the district remained as a sparsely populated rural retreat (or even backwater). As the maps show, Bahrs Scrub was eventually subdivided into lots of a size more suited to beef cattle or dairying. Some parts of Bahrs Scrub remained unallocated even in 1927.

An inspection of the Post Office directories for 1868 and 1874 reveals that T Learmonth and Peter Mclean were registered as squatters at Belivah. Between them they occupied Portions 107, 129A, 161 and 192, a total of 257.3.0 acres on flat land just north of Belivah Creek. C. Brooks (Portion 142) also appears as a farmer in the 1874 directory. None of the other property holders named on the various maps is represented in the directories to 1874.

The following extracts from the AG series of maps between 1876 and 1941 provide a visual trace of the development of Bahrs Scrub. It should be noted that although some of the properties are noted as changing ownership, many apparently did not change hands between 1885 and 1927. But it would seem unrealistic to take the names on the maps as always accurate as once entered it appears that the maps were only occasionally revised (the same difficulty has been encountered with parish maps and others for areas of the Darling Downs (Crosby 1995). Only a detailed property search could verify the history of land ownership in Bahrs Scrub.

The AG1 map which formed a basis for the other maps in the series was issued from 1876 to 1941. AG1 was printed at 2 miles to the inch – far too small to name individual landholders.

However, the rural population must have been sufficient to sustain a primary school as the Bahrs Scrub School is shown on the NE corner of portion 146 on the AG2 sheet 5S map of 1927. This school was closed in 1929.

The 1941 AG1 map Sheet 1 also names Bahrs Hill. Bahrs Hill is shown on Portion 192, and the 1944 Beenleigh 1:63 360 map sheet 193, Zone 8, 2nd ed. 1944 names the area Bahrs Scrub (not printed here). It should be noted that Diecke Richards (2004) wrongly transferred the name Bahrs Hill to the conical mountain north of Windaroo Creek.
Map 5  Extract from AG1, sheet 1, 1876.
Map 6  Extract from AG3, sheets 16b & 18b, 1885
Map10  Extract from AG1, sheet 1, 1941
Map 11  Extract from KD 1048 Tambourine Area (April – 44) run 1 plate 148
Map 12  Extract from Q1647, Tamborine run 1 17-7-65 Plates 37 and 38
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Table 1  Properties and historical infrastructure summary, from printed maps

The above information has been abstracted from the various survey maps. Unfortunately, although the original names may have been correct the maps in no way reveal the actual history of land ownership.

The following table (kindly supplied by Kaye Nardella, Senior Curator, Museum of Lands, Mapping and Surveying) provides an indication of a far more complex reality.
Yet the actuality may be even greater. For example, though the property remains intact it may change hands a number of times. Portion 197 has been chosen as an example, largely because this property, Fiddlewood, and its owner was mentioned in reports or photographs from the 1950s, that is before the portions were broken up into ‘hobby farm’ sizes.

A partial history of the title to the land of Portion 197 is given below:

<table>
<thead>
<tr>
<th>Portion</th>
<th>Original Deed of Grant and date</th>
</tr>
</thead>
<tbody>
<tr>
<td>5v</td>
<td>10914158 11404093 1918 - 1950</td>
</tr>
<tr>
<td>17v</td>
<td>10865211 It is the orig DofG 1893 - 1975</td>
</tr>
<tr>
<td>107</td>
<td>10120012 10195011 1872 - 11669112 1926 - 1968</td>
</tr>
<tr>
<td>109</td>
<td>10287106 11437010 1919 - 1950 11437010 1919 - 1970</td>
</tr>
<tr>
<td>110</td>
<td>10212191 11697155 1927 - 1962 (1/2 share) 11697156 1927 - 1962 (1/2 share)</td>
</tr>
<tr>
<td>111</td>
<td>10139127 11483060 1921 - 1987</td>
</tr>
<tr>
<td>112</td>
<td>12090125 1939 - 1951</td>
</tr>
<tr>
<td>114</td>
<td>11901069 It is the orig DofG 1934 - 1966</td>
</tr>
<tr>
<td>129A</td>
<td>10315103 11669114 1926 - 1968</td>
</tr>
<tr>
<td>135</td>
<td>10247196 10816048 1891 - 1953</td>
</tr>
<tr>
<td>136</td>
<td>10266240 11086229 1907 - 1973</td>
</tr>
<tr>
<td></td>
<td>11086230 1907 - 1939</td>
</tr>
<tr>
<td></td>
<td>12072102 1939 - 1946</td>
</tr>
<tr>
<td></td>
<td>12393025 1946</td>
</tr>
<tr>
<td>142</td>
<td>10543195 (1885 - 1951) 12534133 1951 - 12585230 1951 - 1988</td>
</tr>
<tr>
<td>146</td>
<td>11336090 11471208 1920 - 1970 11471209 1920 - 1958</td>
</tr>
<tr>
<td>148</td>
<td>10745114 see Portion 112 for Titles Reference No</td>
</tr>
<tr>
<td>149</td>
<td>10469025 11264248 1914 - 1942 12189189 1942 - 1970</td>
</tr>
<tr>
<td>155</td>
<td>10531051 (1885 - 1954) 12842005 1954 - 1971</td>
</tr>
<tr>
<td>161</td>
<td>10649057 see Portion 110 for Titles Reference No</td>
</tr>
<tr>
<td>192</td>
<td>10568092 see Portion 110 for Titles Reference No</td>
</tr>
<tr>
<td>197</td>
<td>10698033 It is the orig DofG 1888 - 1977</td>
</tr>
</tbody>
</table>

Table 2 Extract from Museum of Lands, Mapping & Survey files giving deed of grant details and some subsequent history.
As the population south of the Logan increased a network of rods and tracks was built up. But the population was too scattered to finance more substantial infrastructure elements such as bridges over the numerous creeks and rivers.

In 1878 the State Government revised the Local Government Act. This act supported the notion of voluntary incorporation. But there were very few. So the State government introduced the Divisional Boards Act in 1879.

Under the Divisional Boards Act the south coast was divided into four local authorities: Beenleigh, Waterford, Coomera and Nerang. The Beenleigh Divisional Board was proclaimed on 11 November 1879. Its area was about 230km² and in 1884 had a population of 1594 (Jones 1988:239-241).

As Jones (1988:254) points out, ‘The 1879 boundaries were largely an attempt to preserve the influence of a small group of dominant sugar-planters. At that time, it seemed the sugar-planters were creating a West Indian-style society, with Pacific Islander labour and small-scale white farms being merely part of a rich planter society that was similar to the southern States of America before the American civil War’.

However, before long sugar was confined mainly to the Pimpama area and dairying became more economically important. A revival in the 1960s saw a resurgence in the importance of sugar.

The four divisional boards continued in existence until 1949. As Jones (1988:247-8) remarks, The slow population growth during this period [1879 – 1947] created a tranquil atmosphere. Nothing changed a great deal. .. In some ways, slow growth between 1884 and 1947 meant that agriculture had failed to become the engine of growth predicted in early times.

The Divisional Boards Act created 74 such boards. And from their creation there was agitation and complaint about the arbitrariness of the boundaries (Jones 1988:253). But it was not until the obvious success of the formation of Greater Brisbane from 19 smaller local authorities in 1925 that pressure for change really became great.

In 1928 a Royal Commission on Local Authority Boundaries was instituted. It recommended the formation of two local authorities on the south coast, one including the coastal tourist resorts and the other the farming and mountainous hinterland. Not
until 11 December 1948 was this recommendation finally acted upon, forming the Town of the South Coast and the Albert Shire.

5d.ii  Albert Shire 1949 -1994, Gold Coast City 1994 - 2008

The new Albert Shire was far better resourced and could afford to institute a planning scheme as some method of controlling settlement patterns.

In the 1960s the Planning Scheme then in force allowed the subdivision of the earlier farms into minimum 10 acre (4ha) lots. This subdivision may have happened slightly later at Bahrs Scrub than elsewhere in the then Albert Shire. The 1967 part of Parish of Boyd map shown no small subdivisions, and the 1973 parish map shows only the 6 x 10 acres lots on the east side of Beaudesert Rd south of Bannockburn Rd (Turnix Pty Ltd 2009). The present pattern of land subdivision must therefore have come into existence in the mid-1970s or later (Map 13).

Map 13  Extract from Beenleigh 1:25 000 showing the extent of subdivision by 2002 (sheet 9542-42).

The new residents were also content to live in privacy, indeed they actively sought to keep Bahrs Scrub relatively isolated. For example, in 1981 the Albert Shire Council agreed that there would be no garbage collection. Indeed, the local residents clearly did not wish any modern development (Albert & Logan News (ALN) 09-12-1981).
Another example of discreteness is the renaming of the new High School, built in 1993 as the Bahrs Scrub High School but opened as the Windaroo Valley High School.

The size of blocks was limited under the Albert Shire Planning Scheme to a minimum of 4ha (10 acres). After the Albert Shire was amalgamated with the Gold Coast City in 1994, a new planning scheme was proposed. This would have rezoned Bahrs Scrub from Rural B to Future Urban. A flurry of protests erupted in a campaign to enrol local councillors and journalists against the proposal. By March 1994 Bahrs Scrub residents could claim a victory (ALN 14-01-1994, Gold Coast Bulletin (GCB) 19-01-1994, ALN 25-02-1994, ALN 04-03-1994, ALN 16-03-1994, Reporter 16-03-1994).

After the reprieve of 1994, Bahrs Scrub disappears from the print media for some 10 years. Not until April 2004 did Bahrs Scrub receive further media attention, when the Albert & Logan News (28-04-2004, p3) noted that the former Bayer Research Farms was up for sale. The development of this property as ‘Windaroo Lookout’ is underway at the present time.

In 2006 the unsealed section of Bahrs Scrub road was closed (at the entrance to the conservation area) ostensibly because of erosion and as a place for car thieves to burn out stolen cars but the area was also being used as an unofficial rubbish dump. Trail bike riders are currently causing the usual erosive damage to at least the upper parts of the old road area (ALN 17-03-2006).

Apart from these local matters, the only reportage on Bahrs Scrub has been the appearance in the Gold Coast Bulletin of a small paragraph, slightly rehashed each time, in the column on Gold Coast City suburbs (GCB 31-13-2003; 07-07-2004; 14-12-2004).

5d.iii Logan City 2008 -

In 1979 the northern part of Albert Shire was incorporated into the new Logan City. Then, under a major reorganisation of local authorities in 1994 the Albert Shire was incorporated into the Gold Coast City. In 2008 the Beenleigh part of Gold Coast City was incorporated into an enlarged Logan City. Bahrs Scrub is now a Local Development Area (LDA) within Logan City.

6 CONCLUSION

As the aerial photographs of 1944 and 1965 show (Maps 11 and 12), large parts of Bahrs Scrub were never fully cleared. Most of this clearing appears to have taken place before 1944. Indeed, clearing commenced in the 1860s when the first blocks in the area were claimed and surveyed. These first farmers in Bahrs Scrub always intended their properties for grazing / dairying. Nevertheless the apparent rapidity with which these farms were subdivided into ‘hobby farm’ blocks (10 – 25 acres, 4.02...
– 10.117ha) in the 1960s also attests to the generally uneconomic scale of farming on the hilly land.

At present Bahrs Scrub forms a community that values its rural life-style. It is a community that has acted in the past (e.g. 1981 with the rejection of a rubbish collection, and 1994 with the rejection of a proposed re-zoning) to protect these values.

The subdivision of the 1960s did not alter the few original roads (though some new ones were added). These original roads (see Part 5) have a considerable history as Aboriginal pathways, timber-getters roads and as Cobb & Co routes between Brisbane via Eden’s Crossing to Waterford and thence via the road to Tamborine Village and Beaudesert. Upon the establishment of Beenleigh in 1873 these Cobb & co routes were rerouted and the route through Bahrs Scrub was abandoned, the route from Beenleigh running along the newly formed Beenleigh- Beaudesert road to join the former route at Belivah Creek.

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PART 5

BAHRS SCRUB EUROPEAN

CULTURAL HERITAGE FIELD INSPECTION
Summary

Bahrs Scrub has been maintained by its residents as a rural community. As a result it has been resistant to change, apparently since being first established in the 1860s. It contains a few elements of heritage significance, and these are recommended for further investigation.

DEVELOPMENT CONSTRAINTS AND EUROPEAN CULTURAL HERITAGE EVIDENCE

At Bahrs Scrub the following comments apply to all structures.

**Constraint Category 3** should apply to two homesteads (i.e. the main house and any surviving sheds, outhouses, meat houses, dairies, etc.) These properties are worth considering for heritage listing as they are both significant in the farming heritage of Bahrs Scrub:

1. Old McLean homestead on Belivah Rd
2. Burgess/Herbst homestead (Fiddlewood) at 7 Majella Cres.

Fiddlewood is being lived in and well looked after by its present owners, who should be asked if heritage listing would be appropriate.

However, the old house on Belivah Rd, though apparently still sturdy, requires expert study and possibly a large capital investment. It is no longer occupied. A heritage architect should be consulted about this property. It has been in the hands of the McLean family since the initial deed of grant was given. Consideration could be given to its future use as a club house or community centre as the area around Belivah Rd is ideal for sporting fields.

**Constraint category 2.** Though much of the housing appears to be unremarkable 1980s-style brick veneer it was noted that a number of properties, for example along Wuraga Rd, in particular, are not only recent but architecturally different. Any structures that might be judged on architectural grounds to be of heritage significance must be older than 30 years (pre-1980 construction) before such structures can be considered for heritage listing. However, houses that are potential future heritage list candidates might be considered under constraint category 2, to be retained in situ as far as possible.

**Constraint category 1.** This applies to all the rest of the housing and other buildings. Where feasible existing these existing structures should be retained in situ. Several other ‘Queenslander’ style houses appear to have been transported from other areas. As these have been deprived of their original context such structures are not eligible for heritage listing.
The following comments apply to the road infrastructure.

It is strongly recommended that the portion of the pre-1873 Cobb & Co route that traverses Bahrs Scrub should be suitably recognised in the LDA project. It is desirable that this stretch of road should be maintained in its present alignment, except where alterations for traffic management purposes are necessary. The roads within Bahrs Scrub are under the control of the Logan City Council and it is not clear how the concept of alterations in development yield apply.
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Part 5 is one of a series (Turnix reports 179 Parts 1, 2, 3 & 4) documenting the cultural heritage of Bahrs Scrub, a district located southwest of Beenleigh and comprising most of the catchment of Windaroo Creek.

Bahrs Scrub is at present largely subdivided into lots having a minimum size of 10 acres. Under the previous Council plan this was classed as ‘Rural B’. It is proposed to rezone Bahrs Scrub to ‘future urban’, allowing for a greatly increased population density.

The location of the Bahrs Scrub redevelopment area is shown on Map 1.

Map 1
2 METHODOLOGY

Following the historical research outlined in report 179-05 Bahrs Scrub was visited on a number of occasions. A familiarisation drive around Bahrs Scrub on 21 December 2009 was followed by a photographic reconnaissance conducted by Dr Eleanor Crosby, and Diana Cowie archaeologists on 23 February. An initial Aboriginal cultural heritage inspection was undertaken on 4 February 2010, and during this inspection opportunity for further observations arose.

3 RESULTS

Transport

No comprehensive survey of this part of Queensland was undertaken during the early years of settlement. As a result the early timber-getters, travellers and farmers forged tracks wherever they found a suitable route.

Many of the early European travellers probably followed well trodden Aboriginal tracks along ridges. Ridges have been used for thousands of years, being usually relatively level, affording views of surrounding country, and thus avoiding ground that was too rough, or too swampy.

Map 2 provides a sketch of the ridges entering or crossing Bahrs Scrub. The E-W transverse ridges are not continuous and indicate a break at the northwest end of the Wuraga Road of the day. While there may have been a continuous Aboriginal track between the Logan and Albert Rivers to the north of Bahrs Scrub it is clear that the western end, at least was not easily converted to wheeled vehicle traffic.

Map 2 Sketch map showing ridge lines. Transverse ridges cross between the Logan and Albert Rivers, while one ridge enters from the south.

One important question is how the early travellers reached Tamborine and the South Coast after they had crossed the Logan at Waterford.
Before Beenleigh was established in 1873 the route to Tamborine and the south coast crossed the Logan at Stone’s Ferry and then partially followed the transverse ridge route. A map of part of the Parish of Boyd dated 28 July 1865 clearly shows the road from Stone’s Ferry running east then turning southeast as the ‘New Road to the Albert’. This is most likely to be the Cobb & Co route. Map 3 shows this route on AG2 Sheet 6S 1893.

This is the route following the track along the ridge and down into the ‘pinch’ between the two conical hills (Mt Albert & Mt Waldron) which was followed to Mr Warren’s cotton property on the Albert in 1866 (see Part 4).
The AG series of maps began production as a result of the surveys of the late 1860s and early 1870s and were commenced as part of the land subdivisions following the Land Acts that broke up the large pastoral properties.

The activities of the surveyors provoked the following complaint (Queenslander page 10, Saturday July 1, 1871):

‘Now as the country about here is beginning to get fenced in, we are missing our old bush tracks, and more so on account of the careless manner in which the surveyors have marked out the roads – through swamp and up hill and down dale’

From this it may be inferred that wherever possible the surveyors drove their new roads in straight lines, only deviating when topography, or inaccessibility, or relative lack of farming value, indicated the conservation of existing tracks – after all if a survey has to include every minor turn then such a survey is much more expensive.

In Bahrs Scrub only a few roads run straight as Map 4 shows. These include Menora Rd linking Wuraga Rd to Heims Rd, a straight piece of Bahrs Scrub Rd between portions 135/6 and portions 146 and 197, and Belivah Rd providing access to Mclean’s and Learmonth’s properties. Otherwise the winding tracks were apparently not altered. Nor did the road system change much until the mid 1970s when access to the ‘hobby farm’ blocks was developed.
Place names

Hills

A number of hills, especially on the east side of Bahrs Scrub dominate the landscape. Map 5 shows a number of these peaks. All but one is unnamed at present.


From north to south these peaks are:

173m  unnamed, no historical or local name known

154m  named in 1866 as either Mt Albert or Mt Waldron

161m  named in 1866 as either Mt Albert or Mt Waldron

176m  Bahrs Hill, named on 1926 topographic map, and all subsequent topographic maps

269m  unnamed, no historical or local name known
Creeks

Bahrs Scrub is drained to the east by Windaroo Creek. This creek has only been named relatively recently. For example as late as 1947 it appears on the Beenleigh topographic map as ‘large creek’. The name Windaroo Creek may have arisen by association with Windaroo Cottage. And, as Windaroo cottage itself was moved to its present location the creek has been named by association. No previous local name for the creek has been discovered.

Windaroo Creek flows through a relatively tight gap between two prominent hills named unofficially in the 1860s as Mt Albert and Mt Waldron. In the 1860s this gap was clearly subject to flash flooding, and it still is, as rains in early March 2010 closed the access.

Other features

No other significant landscape features have been recorded.

Structure and infrastructure

Infrastructure

Bahrs Scrub has retained its rural character at some expense, for example dispensing with rubbish collections (1981). At present two electricity transmission lines cross parts of the LDA – one in the east and one towards the west. The eastern one is earlier, the western one later but neither line appears on the 1944 aerial photographs.

The subdivision of the earlier large farms into small blocks in the mid-1970s probably brought electricity to the district.

Town water and sewage reticulation has not been installed.

Farms

Bahrs Scrub was always a cattle raising and dairy farming area. During the earlier part of the twentieth century several of the farms of Bahrs Scrub were prominent dairy farms. Amongst them were Herbst’s farm (Portion 197) and ‘Roselea farm’ where W. Zingelmann maintained a prize jersey stud in the 1930’s. The location of this latter property has not been determined.

Only McLean’s property off Belivah Rd is still a working farm, and the original farm house is still standing, though the family no longer live in the old house.
Private houses/homesteads

A brief visual inspection of the current houses suggests that most are of fairly non-descript 1970s – 2000 vintage. Some older houses may have been brought in to Bahrs Scrub from other places.

In order to qualify for heritage status a structure must be 30 or more years old. Additionally, it must possess a number of other significant elements, whether of design, location, or association.

The inspection suggests that only 5 houses may qualify for heritage status. These locations are marked by red circles on Map 6.
House 1 108 Prangely Rd. This house has 1930s style window shades, and a corrugated iron roof. It has been raised up onto a brick foundation in recent times. The location would fit as the position of a house/homestead for Portion 149, Parish of Boyd, owned by T Holliday in the 1880s. However, (from the road) the present house does not appear to date from the 1860s but rather from between 1920 and 1940. Significance = medium, constraint category = 2

House 2 Fiddlewood, 7 Majella Cres. This house proudly dates itself as 1866, and Mr McLean says it is an original old house. It is well maintained. Its position just off Bahrs Scrub Road suggests that it was the homestead location for Lot 197. In 1885 this property was owned by Stephen Burgess. Between 1917 and 1974 it was owned by A A Herbst, a prominent dairy farmer. Any original outbuildings should also be included with the homestead Significance = high, constraint category = 3

House 3 31 Belivah Rd. Mr McLean the owner of this house on Lot 107 states that this is the second house on the spot, the first having succumbed to termites within a year of being built. This 2nd house was built by his great grandfather, Peter McLean, before 1880. It is not being lived in at present but would certainly be worth preservation. Significance = high, constraint category = 3

House 4 65 Bahrs Scrub Rd. This weatherboard house is set on small stumps surmounted by termite plates. It may have been moved to this position relatively recently. Significance = medium, constraint category = 2

House 5 31 Bahrs Scrub Rd. Recently restumped weatherboard house, with meat-house out house. This house may well have been the homestead for Lot 111, owned in 1893 by H. Earle. Significance = medium, constraint category = 2

Of these houses, Fiddlewood at 7 Majella Cres. and the McLean house at 31 Belivah Rd seem to be the most significant.

School

The Bahrs Scrub School was situated at Bahrs Scrub Road on 2 acres in the northeast corner of Lot 146. If an appearance on a map is sufficient to date the school then it was apparently built after 1912 (not on AG1 sheet 1 1912) but before 1923 (is on 1923 Beenleigh topographic map).

There can never have been more than a few pupils for the school building measured 15' x 14' with a 6'6" verandah. It was closed in May 1929, and the building was removed by W. Zingelmann in February 1933 (QSA ID 125280).
As an example of the slowness with which map makers catch-up with changes, the school site is still marked on the AG1 map sheet 1 of 1941, and was still marked on the 1947 Beenleigh topographic map.

4 CONCLUSION

The historic roads such as Wuraga Rd east of Teys Rd, and the Prangely Rd – Bahrs Scrub Rd link should be retained and their historical significance as parts of Cobb & Co routes enhanced.

The two oldest houses identified, Fiddlewood and 31 Belivah Rd should be considered heritage properties.

Future management

Conservation recommendations

1. The Prangeley Rd-Bahrs Scrub route should be preserved. This route appears to date from the 1860s, i.e. prior to the establishment of Beenleigh. It is likely that this was a main Cobb & Co route between Tamborine and south across the Albert River to Nerang.

2. 31 Belivah Rd, the early house of Peter McLean should be considered for conservation and an appropriate re-use. The house should be surveyed architecturally, and assessed for soundness. Its status should be equivalent to that of a National Trust property. Negotiations should be entered into with the present owners concerning its preservation and conservation.

3. 7 Majella Cres, Fiddlewood, is presently occupied. It should be considered to have heritage significance, and negotiations entered into to support this registration.

5 REFERENCES

Deicke Richards, 200, Landscape Background Structure Paper, attachment 13.1 to Beenleigh Structure Plan, Diecke Richards Architecture Urban Design Community Design, 110 Gotha St, Fortitude Valley, Q, 4001 for Gold Coast City Council.