



Western Australia

## **Manjimup Canned Fruits and Vegetables Industry Agreement Act 1969**

Compare between:

[06 Jul 1998, 00-a0-04] and [04 Jul 2006, 00-b0-05]



## **Manjimup Canned Fruits and Vegetables Industry Agreement Act 1969**

**An Act to ratify an Agreement between the State of Western Australia and Shepparton Preserving Company Limited relating to the establishment and carrying on at Manjimup of a plant for the processing, canning and packing of fruits and vegetables and for incidental purposes.**

**[Assented to 17 November, 1969.]**

Be it enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and the Legislative Assembly of Western Australia, in this present Parliament assembled, and by the authority of the same, as follows: —

**1. Short title**

This Act may be cited as the *Manjimup Canned Fruits and Vegetables Industry Agreement Act 1969*.

**2. Definition**

In this Act —

**“the Agreement”** means the Agreement a copy of which is set forth in the Schedule to this Act, and if the Agreement is added to or varied or any of its provisions are cancelled in accordance with the provisions of the Agreement, includes the Agreement as so altered, from time to time.

**s. 3**

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**3. Ratification of Agreement**

The Agreement is ratified.

## **Schedule**

[s.2]

AN AGREEMENT under seal made the fifteenth day of October, One thousand nine hundred and sixty nine BETWEEN THE HONOURABLE SIR DAVID BRAND, K.C.M.G., M.L.A. Premier and Treasurer of the State of Western Australia acting for and on behalf of the Government of the said State and instrumentalities thereof from time to time (hereinafter referred to as “the State”) of the one part and SHEPPARTON PRESERVING COMPANY LIMITED a company incorporated under the provisions of the statutes of Victoria and having its registered office at Adams Avenue, Shepparton, Victoria (hereinafter called “the Company”) which term shall include the successors and assigns of the Company including where the context so admits the assignees and appointees of the Company under Clause 17 hereof of the other part.

WHEREAS the parties hereto desire to enter into this Agreement with the object of the establishment and carrying on at Manjimup in the said State of a plant for the processing canning and packing of fruits and vegetables for home consumption and export and such other ancillary industries as may conveniently be carried on in conjunction therewith and to do all acts matters and things to attain and to facilitate the abovementioned objects.

NOW THIS AGREEMENT WITNESSETH and the parties hereto COVENANT AND AGREE with one another as follows —

### Definitions

1. In this Agreement subject to the context —

“canning” means preservation by sterilisation and enclosure (with or without water syrup or other liquid) in an airtight container;

“Minister” means the Minister of the Crown to whose administration the ratifying Act is for the time being committed or if there is no such commital the Minister for Industrial Development;

“plan” means the plan marked “A” and initialled by or on behalf of the parties hereto for the purposes of identification;

“plant” means the factory for the processing canning and packing of fruits and vegetables and ancillary industries and works approved by the Minister including necessary buildings roads fences machinery equipment and facilities;

“ratifying Act” means the Act referred to in subclause (1) of Clause 2 hereof;

“site” means the land at Manjimup in the said State comprising approximately THREE HUNDRED AND EIGHTY (380) acres or thereabouts delineated and bordered yellow on the plan and such other land as the parties may agree from time to time;

“the State” means the State of Western Australia;

“this Agreement” “hereof” and “hereunder” refer to this Agreement whether in its original form or as from time to time added to varied or amended;

reference in this Agreement to an Act shall include the amendments to such Act for the time being in force and also any Act passed in substitution therefor or in lieu thereof and the regulations for the time being in force thereunder;

marginal notes shall not affect the interpretation or the construction of this Agreement.

#### Ratifying Act

2. (1) The State shall introduce and sponsor a Bill in, the Parliament of Western Australia to ratify this Agreement and endeavour to ensure its passage as an Act prior to the 31st day of December, 1969 or such later day as the parties

hereto may agree upon. If the Bill is not so passed as an Act before the 31st day of December, 1969 (or such later day as the parties hereto may agree upon) this Agreement shall be of no force or effect and neither of the parties hereto shall have any claim against the other of them with respect to any matter or thing arising out of done performed or omitted to be done or performed under this Agreement.

(2) If the Bill to ratify this Agreement is passed as an Act before the 31st day of December 1969, (or such later day as aforesaid) the following provisions of this clause shall notwithstanding the provisions of any Act or law thereupon operate and take effect namely: —

- (a) the State may by Agreement acquire or compulsorily take or resume as for a public work within the meaning of the Public Works Act, 1902 any land or any estate or interest in land which in the opinion of the State is reasonably required for the objects of this Agreement and may thereafter dispose or deal with the same in accordance with or for the purposes of this Agreement apart from the provisions of that Act or any other Act AND when any land is to be so compulsorily taken or resumed under the powers conferred by this paragraph the provisions of subsections (2) to (7) inclusive of Section 17 and Section 17A of the Public Works Act, 1902, shall not apply to or in respect of the land or to the taking thereof except that notice of intention to take or resume the land shall be given in accordance with the provisions of paragraph (b) of subclause (2) of Section 17 of the said Act;
- (b) with effect from the day the ratifying Act is passed all those portions of the roads as at that day lie within the site shall be closed and all rights of way over those portions of the roads so closed shall cease and all those portions of the roads so closed shall vest in Her Majesty as for an estate in fee simple in possession under the operation of the Transfer of Land Act, 1803;
- (c) with effect from the day the ratifying Act is passed those portions of Reserves numbers 21763 and 15063 contained within the site shall be excised from the said reserves and shall revest in Her Majesty as of Her former estate;

- (d) the State and the Minister respectively shall have all the powers discretions and authorities necessary or requisite to enable them to carry out and perform the powers discretions authorities and obligations conferred or imposed upon them respectively hereunder.

Land

3. (1) As soon as conveniently may be after the coming into operation of the ratifying Act the State shall —

- (a) sell to the Company the site save and except the portion coloured pink on the plan (hereinafter called “the pink area”) and the portion coloured green on the plan (hereinafter called “the green area”) at the price and upon the conditions hereinafter provided;
- (b) lease to the company the pink area for a term of ten (10) years at a rental of SIX DOLLARS (\$6.00) per acre per annum.

(2) The State shall sell the green area to the Company at the price and upon the conditions hereinafter provided as soon as the State is able to acquire that area.

(3) If the Company shall before or during the term of the lease of the pink area demonstrate to the reasonable satisfaction of the Minister that the pink area is required for the plant or its future expansion or for the present or future disposal of trade waste and effluent or for experimental planting by the Company the State shall sell the pink area to the Company at the price and upon the conditions hereinafter provided.

(4) The Company shall be entitled to possession of the site save and except the green area from the day the ratifying Act comes into operation and of the green area upon receipt of notice in writing from the Minister to that effect.

(5) The price of the land comprised in the site as shown on the plan shall be:



The portion coloured blue —  
THREE HUNDRED DOLLARS (\$300) per acre;

The portion coloured pink —  
SEVENTY FIVE DOLLARS (\$75) per acre;

The unshaded area including closed roads —  
SEVENTY FIVE DOLLARS (\$75) per acre;

The portion coloured green —  
the cost of acquisition by the State;

The portion coloured brown —  
FIFTEEN THOUSAND DOLLARS (\$15,000).

(6) The price of the land shall be payable in each case by way of a deposit of ten (10) per cent with the balance payable by equal successive annual instalments over the balance of the term of this Agreement. Each instalment shall be payable on or before the 31st day of December in each year and the first instalment shall be payable in the year next succeeding the year in which the deposit is paid.

(7) The Company shall pay to the State interest at the rate of six and one half per centum (6½%) per annum on the balance of the price or on so much thereof as shall for the time being remain unpaid.

(8) The Company may pay the outstanding balance of the price to the State at any time before the date of payment of the final instalment.

(9) When the Company shall demonstrate to the reasonable satisfaction of the Minister that it has expended not less than the sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) (or such lesser sum as the Minister shall accept) upon or in any way relating to the purchase of land pursuant to Clause 3 hereof and the construction and establishment of the plant pursuant to Clause 4

hereof and subject to payment in full of the purchase price plus interest thereon and provided the Company is not in breach of any of the terms conditions and covenants on its part herein contained in any material respect the State will cause the land purchased by the Company to be transferred or granted as the case may be to the Company for an estate in fee simple.

(10) The Land Act, 1933, shall be deemed to be so amended varied and modified as to enable the above lease and sales to be made and the lease shall be in the form, *mutatis mutandis* of the Twenty First Schedule to that Act.

#### Plant

4. The Company will commence to construct and thereafter diligently proceed with the construction and establishment on the site of the plant at a total estimated cost of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) so that —

- (a) by the commencement of the 1971 fruit processing season in the Manjimup area the plant shall be capable of processing not less than TWO THOUSAND (2,000) tons of fruit and vegetables per annum, and —
- (b) by the commencement of the 1973 fruit processing season in the Manjimup area the plant shall be capable of processing not less than FIVE THOUSAND (5,000) tons of fruits and vegetables per annum.

#### Rail Siding

5. (1) The State will upon six (6) months prior notice in writing in that behalf given to it by the Company make available at the cost of the Company for the exclusive use of the Company a rail connection to the Manjimup-Pemberton railway line at such point on the boundary of the site as may be mutually agreed by the parties.

(2) The connection shall be constructed to the standard reasonably required by the Western Australian Government Railways Commission at the cost of the Company and thereafter maintained by the Western Australian Government Railways Commission at the cost of the Company.

(3) The Company shall at its own expense construct and thereafter maintain a rail siding on the site which shall in all respects conform strictly with the requirements of the Western Australian Government Railways Commission.

#### Rail Freight

6. (1) Subject to the provisions of the succeeding subclauses of this Clause the rail freight to be charged on the finished product of the factory and on packaging materials containers tinplate sugar and such other raw materials as the Minister may by notice in writing approve shall be —

- (a) between Manjimup and Perth —  
FIVE DOLLARS AND SEVENTY CENTS (\$5.70)  
per ton; and
- (b) between Manjimup and Bunbury —  
FOUR DOLLARS AND FIFTEEN CENTS (\$4.15)  
per ton.

(2) The freight rate specified in subclause (1) of this Clause shall only apply in the case of wagons loaded to capacity cubic measurement being taken into consideration with a minimum of eight (8) tons per four (4) wheel wagon and sixteen (16) tons per bogey wagon.

(3) The freight rate which the Victorian Railways Commissioners currently charge the Company for the transport of goods between Shepparton and Melbourne is FOUR DOLLARS AND NINETY CENTS (\$4.90) per ton. In the event of that rate being altered the rate charged pursuant to subclause (1) of this Clause shall be similarly altered by the same percentage variation.

(4) In the event of current research by the Company into the practicability of containers of an appropriate size being carried on railway flat top wagons being successful the State and the Company may agree upon an amended freight rate in respect of freight carried in such manner.

(5) All freight shall be loaded and unloaded without cost to the Western Australian Government Railways Commission and shall be carried at "owners risk". The Company shall be responsible for loading and unloading and for any charges associated with the placement of wagons to or from private sidings or wharves.

(6) Except as expressly provided by this Agreement rail freight will be carried strictly in accordance with the rules regulations and by-laws of the Western Australian Government Railways Commission as amended from time to time.

(7) Within the period of three (3) months preceding the expiration of the term of this Agreement the State and the Company shall agree upon the freight rate applicable to the items mentioned in subclause (1) of this Clause which shall apply for the period of five (5) years following the expiration of this Agreement. PROVIDED THAT such rate shall not exceed the rate applicable to fresh fruit for export.

#### Water

7. (1) The State will upon three (3) months prior notice in writing in that behalf given to it by the Company make available at such point on the boundary of the site as may be mutually agreed by the parties such quantities of potable water (up to a maximum of TWO HUNDRED THOUSAND (200,000) gallons a day) as will meet the Company requirements hereunder during the construction period.

(2) The State will upon six (6) months prior notice in writing in that behalf given to it by the Company make available at such point on the boundary of the site as may be mutually agreed by the parties such quantities of potable water as may be required by the Company at any time up to a maximum total

quantity of TWO HUNDRED THOUSAND (200,000) gallons per day and SIXTEEN MILLION (16,000,000) gallons per year.

(3) The Company and the State recognise that increases in the capacity of the plant may result in an increased water requirement (rising to a maximum of TWO MILLION (2,000,000) gallons per day and ONE HUNDRED AND FIFTY MILLION (150,000,000) gallons per year). Subject to the Company giving to the State not less than forty eight (48) months notice in writing of its requirement and the Minister being satisfied that such additional supply is reasonably required the State will supply water to the Company in the quantities required to the maximum aforesaid.

(4) The water will be supplied from the Government Manjimup Scheme and subject to this Agreement in accordance with the by-laws existing from time to time (the current rate being forty (40) cents per ONE THOUSAND (1,000) gallons).

#### Electricity

8. (1) The State Electricity Commission of Western Australia will within three (3) months of the request in writing by the Company supply fifty (50) cycle power sufficient for construction purposes on the Commission's conditions prevailing at that time for the supply of such power at the boundary of the site.

(2) Within six (6) months of the request in writing by the Company the Commission will supply fifty (50) cycle power at the boundary of the site sufficient for supplying normal operating requirements of the Company.

(3) The Company shall give reasonable notice from time to time of its maximum power requirements under this clause.

#### Effluent

9. (1) The Company shall treat effluent in accordance with accepted modern practice in the canning industry.

(2) The Company shall ensure that the effluent will not contain any material which may be or become or cause a nuisance or be or become dangerous or injurious to public health and in particular shall ensure that effluent draining from the site does not contain more than twenty (20) parts per million of suspended matter and has a B.O.D. of forty (40).

#### Roads

10. The State will endeavour to ensure that portion of Franklin Street delineated on the plan and marked as proposed road will be surveyed and constructed to a standard acceptable to the Manjimup Shire by the 28th day of February, 1971.

#### Pipeline

11. (1) For the purpose of enabling the Company to transfer liquids including effluent from one portion of the site to another the State may from time to time grant to the Company a lease of so much of the land beneath the surface of the intervening road as is required to permit a pipeline to cross beneath the surface of the road.

(2) The Land Act, 1933 shall be deemed to be so amended varied and modified as to enable the above lease to be made and the lease shall be in the form *mutatis mutandis* of the Twenty First Schedule to that Act.

#### Housing

12. (1) In order to assist the Company with the housing needs for its employees the State will endeavour to acquire sufficient suitable land to enable the construction of fifteen (15) houses in reasonable proximity to the plant.

(2) Land acquired for this purpose will be offered to the Shire at cost upon condition —

- (a) that the Shire causes to be erected thereon the required number of houses to a standard to be agreed between the Shire and the Company;
- (b) that the houses be erected at a rate as required by the Company up to a maximum of five (5) each year;
- (c) that when completed each house and the lot on which it stands shall be leased to the Company at an economic rental for a period to be agreed between the Shire and the Company and otherwise upon reasonable terms and conditions;
- (d) that the Company shall have the right to sub-lease each house and lot to any of its employees;
- (e) notwithstanding any legislation of the State for the time being in force relating to the fixation of rentals or otherwise the Company shall have the right to include as a condition of such sub-lease the right to take proceedings for the eviction of the sub-lessee if the sub-lessee shall fail to abide by and observe the terms and conditions of the sub-lease or shall cease to be employed by the Company;
- (f) that the Company or an employee in occupation and approved by the Company shall have the right to purchase a house and lot at a price to be agreed but not exceeding the cost to the Shire of the house and lot.

Competition

13. The State shall not facilitate —

- (1) the establishment of another cannery engaging in the processing canning or packing of fruit or vegetables within a fifty (50) mile radius of Manjimup;
- (2) the establishment of another cannery engaging in the processing canning or packing of fruit or vegetables grown within a fifty (50) mile radius of Manjimup;

for period of ten (10) years from the date of this Agreement either by financial assistance by way of loan or guarantee or by making available a site.

#### Future Expansion

14. The Company will encourage growers to expand their peach orchards and to plant other fruits so that production from the plant will be available for the expanding of Australian and Overseas markets.

#### Default

15. The parties hereto covenant and agree with each other as follows: —
  - (a) that in any of the following events namely if the Company makes default in the due and punctual performance of any of the covenants agreement or obligations to the State herein or in any contract lease sub-lease easement license or other right or title entered into or granted under this Agreement on its part to be performed or observed and shall fail to remedy that default within reasonable time after notice specifying the default is given by the State to the Company and also to any Mortgagee approved pursuant to Clause 17 hereof if it has a registered office in Perth (or if the alleged default is contested by the Company and promptly submitted to arbitration within a reasonable time fixed by the arbitration award where the question is decided against the Company the arbitrator finding that there was a *bona fide* dispute and that the Company had not been dilatory in pursuing the arbitration) or if the Company abandons or



repudiates its operations under this Agreement or if the Company goes into liquidation (other than a voluntary liquidation for the purpose of re-construction) then and in any of such events the State may by notice given to the Company determine this Agreement and the rights of the Company hereunder and under any contract lease license easement or right entered into granted or demised hereunder or pursuant hereto PROVIDED HOWEVER that if the Company fails to remedy any default after notice is given to the Company specifying the default or within the time fixed by the arbitration award as aforesaid the State instead of determining this Agreement may itself remedy such default or cause the same to be remedied (for which purpose the State by its agents workmen or otherwise shall have full power to enter upon lands occupied by the Company and to make use of all plant, machinery apparatus equipment and installations thereon) and the costs and expenses incurred by the State remedying or causing to be remedied such default shall be a debt payable by the Company to the State on demand made by the State;

- (b) that on the cessation or determination of this Agreement:
  - (i) except as otherwise agreed by the Minister the rights of the Company to in or under this Agreement and the rights of the Company or any assignee of the Company or any mortgagee to in or under any contract lease license easement or right entered into granted or demised hereunder or pursuant hereto shall thereupon cease and determine but without prejudice to the liability of either of the parties hereto in respect of any antecedent breach or default under this Agreement AND the Company shall without further consideration but otherwise at the request and cost of the State transfer or surrender to the State or the Crown all land the subject of any contract lease license easement or right entered into granted or demised hereunder or pursuant hereto AND the Company hereby irrevocably constitutes and appoints the Minister or such person as he may from time to time nominate the true and lawful attorney of the Company to execute the transfer or surrenders aforesaid;

- (ii) the Company shall forthwith pay to the State all moneys (other than instalments on the purchase of land comprised in the site which have not fallen due for payment on the date of the cessation or determination of this Agreement) which may then have become payable or accrued due;
  - (iii) all moneys paid to the State by way of deposit instalments and interest on the purchase of the land comprised in the site shall be absolutely forfeit to the State;
  - (iv) save as aforesaid and as provided in paragraph (c) of this Clause neither of the parties hereto shall have and claim against the other with respect to any matter or thing in or arising out of this Agreement;
- (c) that on the cessation or determination of any contract lease licence easement or right entered into granted or demised hereunder or pursuant hereto by the State to the Company or (except as otherwise agreed by the Minister) to an assignee of the Company under Clause 17 hereof the improvements and things erected or constructed on the relevant land other than machinery equipment and removable buildings shall remain or become the absolute property of the Crown without compensation and freed and discharged from all mortgages and encumbrances and the Company will do such things and execute such documents (including surrenders) as the State may reasonably require to give effect to this provision AND the Company hereby irrevocably constitutes and appoints the Minister or such person as he may from time to time nominate the true and lawful attorney of the Company to do those things and to execute those documents (including surrenders). In the event of the Company immediately prior to such expiration or determination or subsequent thereto deciding to remove its machinery equipment and removable buildings or any of them from the site the Company shall not do so without first notifying the State in writing of its decision and thereby granting to the State the right or option exercisable within three (3) months thereafter to purchase at valuation in situ the said machinery equipment and removable buildings or any of them.

Such valuation will be mutually agreed or in default of agreement shall be made by such competent valuer as the parties hereto may appoint or failing agreement as to such appointment then by two competent valuers one to be appointed by each party or by an umpire appointed by such valuers should they fail to agree.

16. The State further covenants with the Company that the State —
- (a) except as provided in this Agreement shall not impose or permit or authorize any of its agencies or instrumentalities or any local or other authority of the said State to impose discriminatory taxes rates or charges of any nature whatsoever on or in respect of the titles property or other assets products materials or services used or produced by or through the operations of the Company in the conduct of the Company's business hereunder nor shall the State take or permit to be taken by any such agency instrumentality or authority any other discriminatory action which would deprive the Company of full enjoyment of the rights granted and intended to be granted under this Agreement;
  - (b) shall ensure that notwithstanding the provisions of any Act or anything done or purported to be done under any Act the valuation of all lands (whether of a freehold or leasehold nature) the subject of this Agreement (except as to any part upon which a permanent residence shall be erected or which is occupied in connection therewith) shall for rating purposes be deemed to be on the unimproved value thereof and no such lands shall be subject to any discriminatory rate.

Assignment

17. (1) The Company may at any time with the prior written consent of the Minister —

- (a) assign mortgage charge sub-let or dispose of to any company or person the whole or any part of the rights of the Company hereunder (including its rights to or as the holder of any contract lease licence easement grant or other title) and of the obligations of the Company hereunder; and —
- (b) appoint any other company or person to exercise all or any of the powers functions and authorities which are or may be conferred on the Company hereunder;

subject however to the assignee or the appointee executing in favour of the State a deed of covenant in a form to be approved by the Minister to comply with observe and perform the provisions hereof on the part of the Company to be complied with observed or performed in regard to the matter or matters so assigned or the subject of the appointment.

(2) Notwithstanding anything contained in or anything done under or pursuant to subclause (1) of this Clause the Company unless the Minister otherwise agrees shall at all times during the currency of this Agreement be and remain liable for the due and punctual performance and observance of all the covenants and agreements on its part contained herein and in any lease license easement grant or other title the subject of an assignment under the said subclause (1).

#### Arbitration

18. Any dispute or difference between the parties arising out of or in connection with this Agreement or any agreed amendment or variation thereof or agreed addition thereto or as to the construction of this Agreement or any such amendment variation or addition as to the rights duties or liabilities of either party hereunder or as to any matter to be agreed upon between the parties under this Agreement shall in default of agreement between the parties and in the absence of any provision in this Agreement to the contrary be referred to and settled by arbitration under the provisions of the Arbitration Act, 1895.

#### Variation

19. The parties hereto may from time to time by mutual agreement in writing add to, vary or cancel all or any of the provisions of the Agreement or any contract lease license easement or right granted or demised hereunder or pursuant hereto for the purpose of more efficiently or satisfactorily implementing or facilitating any of the objects of this Agreement.

#### *Force Majeure*

20. This Agreement shall be deemed to be made subject to any delays in the performance of obligations under this Agreement and to the temporary suspension of continuing obligations hereunder which may be occasioned by or arise from circumstances beyond the power and control of the party responsible for the performance of such obligations including delays or any such temporary suspension or failure as aforesaid caused by or arising from Act of God *force majeure* floods storms tempests washaways abnormal tides and waves fire (unless caused by the actual fault or privity of the Company) act of war act of public enemies riots civil commotions strikes lockouts stoppages restraint of labour or other similar acts (whether partial or general) shortages of labour or essential materials reasonable failure to secure contractors delays of contractors or factors which could not reasonably have been foreseen PROVIDED ALWAYS that the party whose performance of obligations is affected by any of the said causes shall minimise the effect of the said causes as soon as possible after their occurrence.

#### Indemnity

21. The Company will indemnify and keep indemnified the State and its servants agents (including all Ministers of the Crown in right of the State of Western Australia) and contractors in respect of all actions suits claims demands or costs arising out of or in connection with the construction maintenance or use by the Company or its servants agents contractors or assignees of the Company's installations, plant, machinery, equipment, roads, railways or other works or services the subject of this Agreement or any installation plant machinery apparatus or equipment associated therewith.

Compliance with Laws

22. Subject to this Agreement the Company in the construction operation maintenance and use of any work installation plant machinery apparatus equipment service or facility provided or controlled by it shall comply with and observe the laws for the time being in force in the State of Western Australia.

Notices

23. Any notice consent request or other writing authorized or required by this Agreement to be given shall be deemed to have been duly given by the State or the Minister if signed by the Minister or by any senior officer of the Civil Service of the said State acting by the direction of the Minister and forwarded by pre-paid registered post to the Company or an approved mortgagee or assignee as the case may require at its registered office for the time being in the said State and by the Company if signed on its behalf by any person or persons for the time being appointed by it for the purposes of this Clause and forwarded by pre-paid registered post to the Minister at his office in Perth AND any such notice consent or writing shall be deemed to have been duly given on the day on which it would be delivered in the ordinary course of post.

Relevant Law

24. (1) This Agreement shall be interpreted according to the law for the time being in force in the said State;

(2) All payments made or to be made under this Agreement shall be made in the State of Western Australia in Australian currency unless otherwise agreed. All sums mentioned herein are in Australian currency.

Expirations of Agreement

25. This Agreement shall expire on the 31st day of December, 1980 but without prejudice to the right of action of either party hereto in respect of any breach of the covenants agreements and conditions herein contained.

#### Determination by Company

26. Notwithstanding anything herein contained the Company may at any time give notice to the State that matters have arisen which make the completion or continuance of the works impracticable or uneconomic and desires to determine this Agreement whereupon this Agreement will then cease and determine and the State may enforce all or any one or more of its rights remedies or powers set out in Clause 15 hereof.

#### Right of Surrender

27. The Company shall have the right at any time and from time to time to surrender to the Crown in right of the State any reasonably substantial part of the site which is no longer required by the Company.

#### Power to extend Periods

28. Notwithstanding any provision hereof the Minister may at the request of the Company from time to time extend any period or alter any date referred to in this Agreement for such period or to such other date as the Minister thinks fit and the extended period or other date when advised to the Company by notice from the Minister shall be deemed for all purposes hereof substituted for the period or date so extended or altered.

29. The State shall exempt from any stamp duty which but for the operation of the Clause would or might be chargeable on —

- (a) this Agreement;

- (b) any instrument executed by the State pursuant to this Agreement granting to or in favour of the Company or any permitted assignee of the Company any title contract lease licence easement or right granted or demised hereunder or pursuant hereto.

IN WITNESS whereof this Agreement has been executed by or on behalf of the parties hereto the day and year first hereinbefore mentioned.

SIGNED SEALED AND DELIVERED  
by THE HONOURABLE SIR DAVID  
BRAND, K.C.M.G., M.L.A. in the  
presence of —  
C. D. NALDER,  
Minister for Agriculture

}

DAVID BRAND  
[L.S.]

C. W. COURT  
Minister for Industrial Development

THE COMMON SEAL of  
SHEPPARTON PRESERVING  
COMPANY LIMITED WAS  
HEREUNTO AFFIXED BY  
AUTHORITY OF THE DIRECTORS  
AND IN THE PRESENCE OF —

}

[C.S.]

JOHN G. B.McDONALD,  
Director.  
ROY N. ROBERTS,  
Director

BRIAN SCANLON,  
Secretary.



**Notes**

- <sup>1</sup> This is a compilation of the *Manjimup Canned Fruits and Vegetables Industry Agreement Act 1969* and includes all amendments effected by the other Acts referred to in the following Table.

**Compilation table**

<b>Short title</b>	<b>Number and year</b>	<b>Assent</b>	<b>Commencement</b>
<i>Manjimup Canned Fruits and Vegetables Industry Agreement Act 1969</i>	86 of 1969	17 Nov 1969	17 Nov 1969

[This Act was repealed by the Statute Law Revision Act 2006 s. 3\(1\) \(No. 37 of 2006\) as at 4 Jul 2006 \(see s. 2\)](#)