

## ALUMINA REFINERY AGREEMENT.

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No. 61 of 1967.

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**AN ACT to amend the Alumina Refinery Agreement Act, 1961-1966, and for other purposes.**

*[Assented to 5th December, 1967.]*

**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. (1) This Act may be cited as the *Alumina Refinery Agreement Act Amendment Act, 1967.* Short title and citation.

(2) In this Act the Alumina Refinery Agreement Act, 1961-1966, is referred to as the principal Act. Acts Nos. 3 of 1961, 48 of 1963 and 76 of 1966.

(3) The principal Act as amended by this Act may be cited as the Alumina Refinery Agreement Act, 1961-1967.

S. 2  
amended.

2. Section two of the principal Act is amended—

- (a) by adding after the word, “agreements” being the last word in the interpretation “the agreement” the words, “and the third supplementary agreement”;
- (b) by adding after the word, “Act” being the last word in the interpretation “the second supplementary agreement”, a passage as follows—

“  
;  
“the third supplementary agreement”  
means the agreement of which a  
copy is set forth in the Fourth  
Schedule to this Act” .

S. 3C  
added.

3. The principal Act is amended by adding after section three B, a section as follows—

3C. The third supplementary agreement is approved. .

Third  
supple-  
mentary  
agreement  
approved.

S. 6  
added.

4. The principal Act is amended by adding after section five, a section as follows—

6. Notwithstanding any other Act or law and without limiting the effect of section three of this Act, it is hereby declared that—

Declaration  
as to non  
application  
of certain  
Acts and  
law.

- (a) the sale and purchase of the land referred to in subclauses (1) and (2) of clause 3A of the agreement shall be valid and effect shall be given thereto according to the terms thereof, without any approval, consent or permission that may be required in relation to the sale and purchase under any Act or law, being obtained;
- (b) the provisions of the Hire Purchase Act, 1959, do not apply to any lease referred to in paragraphs (i) and (ii) of subclause (3) of clause 10A of the agreement; and

- (c) section ninety-six of the Public Works Act, 1902, does not apply to the extension of the railway referred to in subclause (1) of clause 10A of the agreement. .

5. The principal Act is amended by adding after the Third Schedule, a schedule as follows—

Fourth  
Schedule  
added.

FOURTH SCHEDULE.

Section 2.

THIS AGREEMENT UNDER SEAL is made the 13th day of November One thousand nine hundred and sixty-seven between THE HONOURABLE DAVID BRAND 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 its instrumentalities (hereinafter referred to as "the State") of the one part AND WESTERN ALUMINIUM NO LIABILITY a Company duly incorporated under the Companies Statutes of the State of Victoria and having its principal office in that State at 155 Queen Street Melbourne and having its registered office in the State of Western Australia at Hope Valley Road Kwinana (hereinafter referred to as "the Company" which term shall include its successors and permitted assigns) of the other part.

WHEREAS the parties are the parties to and desire to amend the agreement between them defined in section 2 of the Alumina Refinery Agreement Act, 1961-1966 of the State of Western Australia (which agreement is hereinafter referred to as "the principal agreement").

NOW THIS AGREEMENT WITNESSETH—

1. SUBJECT to the context the words and expressions used in this agreement have the same meanings respectively as they have in and for the purposes of the principal agreement.

2. THE provisions of this agreement shall not come into operation unless and until approved by an operative Act of the Legislature of the said State.

3. CLAUSE 2 of the principal agreement is amended by—

- (a) deleting the existing definition of "works site" and substituting the following—

"works site" means the area of land referred to as the works site in Clause 3 hereof, and, upon their being purchased by the Company

as hereinafter provided, shall also include the additional areas of land described in sub-clauses (1) and (2) of Clause 3A hereof.

- (b) deleting the existing definition of "direct railway" and substituting the following—

"direct railway" means the railway referred to in subclause (1) of Clause 10 hereof, and, upon the construction of the extension thereto as is contemplated in Clause 10A hereof, shall mean such railway as so extended.

4. THE principal agreement is amended by adding a new clause, Clause 3A, as follows—

3A. For the purpose of permitting an expansion of the refinery—

- (1) As soon after the passing of the Alumina Refinery Agreement Act Amendment Act, 1967, as is reasonably possible, the State will sell and the Company will purchase an estate in fee simple, free of encumbrances, in the land shown shaded in red on the plan which is marked "B" and which has been initialled on behalf of the parties hereto for the purpose of identification (the boundaries and area of such land to be determined by survey) for a price per acre to be agreed between the State and the Company. Possession will be given and taken on payment of the purchase money.
- (2) Upon the Company giving notice to the State that it requires, for the efficient operation of the refinery, the area of land shown shaded in green on the plan referred to in subclause (1) of this clause the State will sell to the Company an estate in fee simple in that land (the boundaries and area of such land to be determined by survey) free of encumbrances, at the same price per acre as is agreed with regard to the sale and purchase of the land mentioned in subclause (1) of this clause. Possession will be given and taken on payment of the purchase money.
- (3) In the event of the Company giving notice to the State in accordance with the provisions of subclause (2) of this clause the State as soon as is reasonably possible,

having regard to the obligations mentioned in subclauses (4) and (5) of this clause, will close the deviation road and the deviation railway.

- (4) Before the deviation road is closed, the State will construct a new road (hereinafter referred to as "the new deviation road"), at the cost of the Company, along a route to be decided by the State and the Company, and the Company shall pay to the State, on demand, an amount equivalent to that expended by the State on the planning and construction of such road (including the cost of any necessary resumption of land): provided that the Company shall not be liable to pay more than would have been required to construct the new deviation road to the same standard as the deviation road.
- (5) Before the deviation railway is closed the State shall cause the standard gauge railway from Kwinana to Cockburn Junction to be converted to dual gauge, including necessary connections, points, crossings, crossing loops, communications and signalling equipment, the whole being constructed to normal W.A.G.R. standards, to enable efficient 3' 6" gauge operation between Kwinana and Fremantle. The point of connection at Cockburn Junction with the existing 3' 6" gauge line will be in the vicinity of mileage 17 mls. 75 chns. from Perth via Fremantle. The cost of this conversion will be borne by the Company and an amount equivalent to that expended by the State in carrying out such conversion will be paid by the Company on demand.

5. CLAUSE 7 of the principal agreement is amended by adding a new subclause, subclause (8), as follows—

(8) In the event of the approaches from the main channel to the Company's wharf being dredged to a depth of 38 feet or more below low water level and further dredging or maintenance dredging (as described in subclause (7) of Clause 7 of this Agreement) being thereafter required the State and the Company will endeavour to agree as to sharing the cost of such further dredging or maintenance dredging. In the event of failure to reach agreement the provisions of Clause 31 of this Agreement will not apply.

6. CLAUSE 10 of the principal agreement is amended by—

(a) deleting the existing subclause (10) and substituting the following—

(10) (i) The rates of freight set out in Part I of the Schedule to this clause are based on costs prevailing at the date of execution of this agreement and shall be subject to variation from time to time in proportion to any increase or decrease in the cost to the Railways Commission of maintaining and operating the direct railway.

(ii) The rates of freight set out in Part II of the Schedule and applicable to annual tonnages of 1.46 million or more are based on costs prevailing at the 31st of March, 1967, and shall be subject to variation from time to time in proportion to any increase or decrease in the cost to the Railways Commission of maintaining and operating the direct railway.

(iii) The State will at the request of the Company procure the certificate of the Auditor General of the said State as to the correctness of such variation in the freight rates.

(b) deleting the schedule at the end of the clause and substituting the following—

*The Schedule Hereinbefore In this Clause  
Referred To*

| PART I.                               |                                       |
|---------------------------------------|---------------------------------------|
| <i>Column 1.</i>                      | <i>Column 2.</i>                      |
| In tons per financial year            | Rates per ton mile expressed in cents |
| Up to but not exceeding—              |                                       |
| 150,000     ....                      | 8.33                                  |
| 300,000     ....                      | 3.54                                  |
| 450,000     ....                      | 3.13                                  |
| 600,000     ....                      | 2.50                                  |
| 750,000     ....                      | 2.22                                  |
| In tons per financial year exceeding— |                                       |
| 750,000     ....                      | 1.88                                  |
| PART II.                              |                                       |
| <i>Column 1.</i>                      | <i>Column 2.</i>                      |
| In tons per financial year (millions) | Rates per ton mile expressed in cents |
| 1.46 and up to 2.16     ....          | 1.70                                  |
| 2.16 and up to 2.86     ....          | 1.50                                  |
| 2.86 and up to 3.56     ....          | 1.35                                  |
| 3.56     ....                         | 1.20                                  |

7. THE principal agreement is amended by adding a new clause, Clause 10A, as follows—

10A. (1) If Parliament shall pass the bill entitled a bill for the Kwinana-Mundijong-Jarrahdale Railway Extension Act, 1967, the Company shall proceed, as soon thereafter as is reasonably practicable, to extend the track of the railway referred to in subclause (1) of Clause 10 hereof as authorised by the said Act; such extension shall be constructed in accordance with specifications to be supplied by the State and no contract for the construction of such extension, or any part thereof, shall be entered into without the concurrence of the State.

(2) If Parliament shall pass the said bill the Company shall provide the locomotives and rolling stock sufficient, together with those already available, to transport to the works site by the direct railway all ore mined by the Company along the direct railway. All such locomotives and rolling stock shall be in accordance with specifications to be supplied by the State and no contract for the supply of any such locomotives or rolling stock shall be entered into without the concurrence of the State.

(3)(i) Upon the completion of the railway track as constructed by the Company in accordance with the provisions of subclause (1) of this Clause, the Company shall lease forthwith to the Railways Commission, with an option to purchase, the said railway track. Such lease shall be in a form agreed on by the parties.

(ii) As and when the locomotives and rolling stock referred to in subclause (2) of this Clause become available, the Company shall by one or more instruments lease such locomotives and rolling stock to the Railways Commission. Such lease or leases shall be in a form agreed on by the parties.

IN WITNESS whereof the parties hereto have executed this agreement the day and year first above written.

SIGNED SEALED AND DELIVERED }  
by THE HONOURABLE DAVID } DAVID BRAND.  
BRAND M.L.A. in the presence of } [L.S.]

C. W. COURT,  
Minister for Industrial Development.

THE COMMON SEAL OF WESTERN }  
ALUMINIUM NO LIABILITY was }  
hereunto affixed in the presence of }

F. E. TYRRELL,  
Director.

C. E. PFEIFER, } [L.S.]  
Director.