

ALUMINA REFINERY AGREEMENT.

No. 76 of 1966.

AN ACT to amend the Alumina Refinery Agreement
Act, 1961-1963.

[Assented to 12th December, 1966.]

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, 1966.*

Short title
and citation.

(2) In this Act the Alumina Refinery Agreement Act, 1961-1963, is referred to as the principal Act.

Acts Nos. 3 of
1961 and 48
of 1963.

(3) The principal Act as amended by this Act may be cited as the Alumina Refinery Agreement Act, 1961-1966.

S. 2
amended.

2. Section two of the principal Act is amended—

(a) by substituting for the interpretation, “the agreement”, the following interpretation—

“the agreement” means the agreement of which a copy is set forth in the First Schedule to this Act, as amended by the first supplementary and the second supplementary agreements; ;

(b) by adding after the word, “the” being the first word in the interpretation, “the supplementary agreement”, the word, “first”; and

(c) by adding after the interpretation, “the supplementary agreement”, the following interpretation—

“the second supplementary agreement” means the agreement of which a copy is set forth in the Third Schedule to this Act. .

S. 3A
amended.

3. Section three A of the principal Act is amended by adding after the word, “The” being the first word in the section, the word, “first”.

S. 3B
added.

4. The principal Act is amended by adding after section three A, the following section—

3B. The second supplementary agreement is approved. .

Second
supple-
mentary
agreement
approved.

Third
Schedule
added.

5. The principal Act is amended by adding a Schedule as follows—

Section 2.

THIRD SCHEDULE.

THIS AGREEMENT UNDER SEAL is made the 22nd day of November One thousand nine hundred and sixty-six 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, 1961-1963 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—

(a) by adding after the definition of “leased area” the following further definition—

“mineral lease” means the mineral lease referred to in clause 9(1)(a) hereof and includes any other mineral lease granted with respect to any portion of the leased area;

(b) by adding after the definition of “refinery” the following further definition—

“separate mineral lease” means a separate mineral lease granted under subclause (17) of clause 9 hereof;

4.—CLAUSE 9 of the principal agreement is amended—

(a) by adding in paragraph (a) of subclause (1) after the passage, “pursuant to subclause (6) of this clause” the following passage—

“and if at any time the Company otherwise acquires any mineral lease or mineral leases for bauxite either under subclause (17) of this clause or adjacent to any area previously held by it for bauxite such additional mineral lease or mineral leases”;

(b) by adding after subclause (16) the following subclause—

(17) The Company may at any time apply for and the Minister for Mines may approve the grant to the Company of a separate mineral lease or separate mineral leases for bauxite in respect of any portion or portions of the leased area particularly as delineated (subject to survey) on the plan marked "D" and signed by the parties hereto for the purposes of identification which portion or portions of any such grant shall be deemed to be excised from the mineral lease previously held by the Company in respect of the leased area which mineral lease shall continue in full force and effect with respect to the balance of the land contained in that mineral lease after the excision therefrom of the portion or portions.

5.—CLAUSE 17 of the principal agreement is amended—

(a) by deleting subclause (1) and inserting in lieu the following subclauses—

(1) The Company or any subsidiary or associated company may from time to time—

(a) subject to subclause (2) of this clause assign at any time prior to the 31st day of December 1986 as of right any separate mineral lease to itself and another corporation (in this clause called "the other corporation") in equal undivided shares absolutely and

(b) with the consent in writing of the State which consent shall not be arbitrarily or unreasonably withheld assign or dispose of all or part of its rights and obligations under this agreement or any interest herein or acquired hereunder save and except the separate mineral leases

subject however to the assignee in each case executing in favour of the said 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.

(2) No assignment shall be permitted under paragraph (a) of subclause (1) of this clause unless (except where and to the extent that

the parties hereto may otherwise agree in relation to any matter mentioned in this subclause) at the time of such assignment the Company or the other corporation or both is or are obliged to commence to construct within one year and to complete the construction within three years of the date of such assignment of an additional alumina refining unit on land owned or held by the Company in the said State such unit having an annual production capacity of not less than 180,000 metric tons of alumina.

- (3) The Company and the other corporation being the holders of any separate mineral lease may at any time and from time to time re-assign such separate mineral lease to the Company alone in accordance with any undertaking given by the other corporation in the agreement pursuant to which the assignment was made to the Company and the other corporation and on re-assignment shall cease to be a separate mineral lease and the land comprised therein shall form part of the balance of the land referred to in subclause (17) of clause 9 hereof.
- (4) The Company shall not be entitled to assign its half interest in any separate mineral lease held by the Company and the other corporation except with the consent in writing of the Minister. If such interest is being assigned together with all the other rights and interests of the Company for the time being hereunder then such consent shall not be arbitrarily or unreasonably withheld.
- (5) An assignment made pursuant to this clause shall not relieve the Company from any liability imposed upon the Company hereunder.
- (6) On the 31st day of December 1986 any separate mineral lease not by then assigned shall determine and the land comprised therein shall form part of the balance of the land referred to in subclause (17) of clause 9 hereof.
- (7) At any time prior to the 31st day of December 1986 the Minister for Mines may at the request in writing of the Company cancel any separate mineral lease and the land comprised therein shall thereupon form part of the balance of the land referred to in subclause (17) of clause 9 hereof.

No. 76.] *Alumina Refinery Agreement.* [1966.

(b) by substituting in subclause (2) of the principal agreement—

(a) for the subclause number “(2)” the subclause number “(8)”;

(b) for the passage, “subclause (1)” the passage, “subclause (1) or (3)”

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
BRAND M.L.A. in the presence
of

} DAVID BRAND.

ARTHUR GRIFFITH,
Minister for Mines.

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

}

A. C. SHELDON,
Director.

D. A. FERRIER,
Secretary.
