

IRON ORE (HAMERSLEY RANGE) AGREEMENT.

13° Elizabeth II., No. XCVIII.

No. 98 of 1964.

AN ACT to amend the Iron Ore (Hamersley Range) Agreement Act, 1963.

[Assented to 23rd December, 1964.]

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:—

Short title
and citation.

1. (1) This Act may be cited as the *Iron Ore (Hamersley Range) Agreement Act Amendment Act, 1964*.

(2) In this Act the Iron Ore (Hamersley Range) Agreement Act, 1963, is referred to as the principal Act.

instrumentalities thereof from time to time (hereinafter called "the State") of the one part and HAMERSLEY IRON PTY. LIMITED a company incorporated under the Companies Act, 1961 of the State of Victoria and having its registered office and principal place of business in that State at 95 Collins Street Melbourne and its registered office in the State of Western Australia at 37 Saint George's Terrace Perth (hereinafter called "the Company" which expression will include the successors and assigns of the Company including where the context so admits the assignees and appointees of the Company under clause 20 of the agreement hereinafter referred to) of the other part.

NOW THIS AGREEMENT WITNESSETH:

1. This Agreement shall have no force or effect and shall not be binding upon either party until it is approved by the Parliament of Western Australia.

2. The agreement made between the parties and defined in and approved by the Iron Ore (Hamersley Range) Agreement Act, 1963 (hereinafter referred to as "the said Agreement") is amended or altered as hereinafter provided and the said Agreement shall be read and construed accordingly.

3. Paragraph (a) of the definition of "export date" in clause 1 of the said Agreement is amended by substituting therefor the following paragraph—

(a) the date on which the period of three (3) years next following the commencement date or (as the case may be) the date on which the extended period referred to in clause 10 (1) hereof expires; .

4. Clause 1 of the said Agreement is further amended by inserting after the definition of "port townsite" therein the following definition—

"processed iron ore" means iron ore processed by secondary processing; .

5. Paragraph (b) of subclause (1) of clause 5 of the said Agreement is amended by inserting after the passage, "fifteen million (15,000,000) tons of iron ore" in line six the passage "(and/or processed iron ore)".

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8. Paragraph (b) of subclause (1) of clause 9 of the said Agreement is amended by inserting after the words "reasonable charges for operation and maintenance" in subparagraph (ii) of the said paragraph the following words "except operation charges in respect of education hospital and police services and".

9. Paragraph (b) of subclause (1) of clause 9 of the said Agreement is further amended by inserting after the words "whichever shall first occur" in the proviso to that paragraph the following passage "(provided that the said twentieth anniversary shall be extended one (1) year for each year this Agreement has been continued in force and effect under clause 5 (3) or clause 5 (4) hereof)".

10. Clause 10 of the said Agreement is amended by inserting after the passage "three (3) years next following the commencement date" in lines one and two of subclause (1) thereof the passage "(or within such extended period not exceeding a further two (2) years as the Company may satisfy the Minister that the Company reasonably requires and the Minister approves)".

11. Clause 10 of the said Agreement is further amended by substituting for the words "within the aforesaid period of three years" in lines nine and ten of the said subclause (1) thereof the passage "within such period of three years or such extended period (as the case may be)".

12. Subclause (2) of clause 10 of the said Agreement is amended by adding to paragraph (f) thereof the following passage "and that the Company shall have the entire control of such use and that no personnel other than personnel provided or approved by the Company shall be utilised for or in respect of such use".

13. Paragraph (1) of clause 11 of the said Agreement is amended by substituting for the passage "PROVIDED HOWEVER" the following passage "or if the Company shall surrender the entire mineral lease as permitted under clause 9 (1) (a) this Agreement and the rights of the Company hereunder and under any lease licence easement or right granted hereunder or pursuant hereto shall thereupon determine PROVIDED THAT if the State gives to the Company a

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IN WITNESS WHEREOF THE HONOURABLE DAVID BRAND M.L.A. has hereunto set his hand and seal and the COMMON SEAL of the Company has hereunto been affixed the day and year first hereinbefore mentioned.

SIGNED SEALED AND
DELIVERED by the said
THE HONOURABLE DAVID
BRAND M.L.A. in the pre-
sence of—

DAVID BRAND
[L.S.]

C. W. Court
Minister for Industrial Development.

Arthur Griffith
Minister for Mines.

THE COMMON SEAL of
HAMERSLEY IRON PTY.
LIMITED was hereunto
affixed in the presence of—

[C.S.]

F. S. ANDERSON
Director

PETER FITZGERALD
Secretary
