

ALUMINA REFINERY AGREEMENT.

12° Elizabeth II., No. XLVIII.

No. 48 of 1963.

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

[Assented to 11th December, 1963.]

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, 1963.*

Short title
and citation.

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

S.2
amended.

(3) The principal Act as amended by this Act may be cited as the Alumina Refinery Agreement Act, 1961-1963.

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 supplementary agreement;

and

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

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

S. 3A
added.

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

Supplemen-
tary
agreement
approved.

3A. The supplementary agreement is approved and ratified.

Schedule.

4. The heading to the Schedule to the principal Act is deleted and the following headings are substituted—

THE SCHEDULES.

FIRST SCHEDULE.

Second
Schedule
added.

5. The principal Act is amended by adding at the end thereof the following Schedule—

SECOND SCHEDULE.

THIS AGREEMENT UNDER SEAL is made the 27th day of November One thousand nine hundred and sixty-three 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 360 Collins 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 (Act No. 3 of 1961) 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 and references in this Agreement to line spacings of the principal Agreement are to those spacings as they appear in the copy thereof printed as the Schedule to the said Act No. 3 of 1961.

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 before the 31st January, 1964.

3. Clause 3 of the principal Agreement is amended by deleting subclause (5) and by substituting for subclause (4) thereof the following subclause:—

(4) As soon as conveniently may be after the payment by the Company to the State of a sum calculated at the rate of £250 for every acre of the land comprised within the works site as the purchase price thereof the State will grant to the Company an estate in fee simple free of encumbrances in that land to such depth not exceeding forty (40) feet below the surface for the time being of the land as the Company in writing requests but without affecting any rights with respect to the land which the Company may have or acquire as lessee of the leased area or as the owner of any other mining property. The provisions of the Land Act, 1933 shall be deemed modified to any extent necessary for the purposes of this subclause.

4. Clause 5 of the principal Agreement is amended by substituting for the passage "registration of the transfer of the works site" in lines one and two of subclause (8) the passage—

"issue of the grant to the Company referred to in subclause (4) of clause 3 hereof."

5. Clause 6 of the principal Agreement is amended—

(a) by inserting after the words "further area" in line three of paragraph (b) the words "or further areas";

(b) by deleting subclause (4) and substituting the following subclause—

(4) (a) The land made available by the State under subclause (3) (a) of this clause will be filled by the Company in such manner and to such level or levels as the parties may agree or failing agreement as is hereinafter in this subclause provided.

(b) In default of agreement under paragraph (a) of this subclause the land made available by the State as aforesaid will be filled mainly with iron oxide but partly with sands to within two feet of a level or levels to be mutually agreed before the Company commences to fill in other land with iron oxide and when any portion of the land so made available by the State of an area of ten acres or more is so filled the Company will within two years or such longer period as the State may nominate thereafter complete the filling of such portion with sands only.

(c) Upon the completion of the filling of any area the Company will advise the State in writing thereof whereupon the Company's rights and interests in respect of such area shall cease and determine.

(d) The Company shall use reasonable endeavours to ensure that each portion so filled will support buildings for light industry.

(e) The foregoing provisions of this subclause shall be without prejudice to the operation of the provisions of clause 28 of this Agreement.

6. Clause 9 of the principal Agreement is amended by substituting "£100" for "£50" in line two of paragraph (b) of subclause (2) thereof.

7. The following clause is substituted for clause 28 of the principal Agreement—

28. To the extent that is necessary for the more efficient fulfilment of the objectives of this Agreement the provisions hereof may be varied in such manner and to such extent as the parties mutually agree and all references herein to this Agreement shall be deemed to be to this Agreement as varied in accordance with this clause.

8. The following clause is added to the principal Agreement to stand as new clause 33 thereof namely—

33. (1) In order to resolve certain doubts as to the meaning of the expression "Crown land" in clause 9 of this Agreement it is hereby agreed and declared that land within the leased area and land within the Temporary Reserves referred to in the said clause 9 are not to be regarded as being or having been other than Crown land within the meaning and for the purposes of that clause merely because the land is for the time being within the boundaries of a water reserve or catchment area constituted under any Act of the Parliament of Western Australia: BUT the expression does not include—

- (a) any land the subject of any mineral claim for bauxite or for any cement-making materials in force as at the date of this Agreement;
- (b) any other land which the parties hereto from time to time hereafter mutually agree to be reasonably required by any present holder of a mineral claim for bauxite or for any cement-making materials under the provisions of the Mining Act, 1904 or his or its successors or assigns for the same or similar purpose as bauxite from the claims or any of them is at the date hereof being used by that holder in a manufacturing business already established in the said State.

(2) The Company shall at all times comply with and observe the provisions of the Metropolitan Water Supply Sewerage and Drainage Act, 1909 and all other Acts for the time being having application to any water reserve or catchment area within the leased area or temporary reserve aforesaid and nothing in this Agreement shall be construed so as to abridge limit or qualify those provisions in their application as aforesaid.

9. Temporary Reserve Number 1931H referred to in the principal Agreement shall be extended to include the areas formerly comprised in Temporary Reserves Numbers 2445H and 2446H and all references in the principal Agreement to Temporary Reserve Number 1931H shall for all purposes be construed as a reference to Temporary Reserve Number 1931H as so extended.

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:

P. L. Sparrow.

DAVID BRAND
[L.S.]

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

J. COLIN SMITH
Director.

F. R. MORGAN
Secretary.

[C.S.]
