

**IRON ORE (DAMPIER MINING  
COMPANY LIMITED)  
AGREEMENT.**

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**No. 94 of 1985.**

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**AN ACT to amend the Iron Ore (Dampier Mining  
Company Limited) Agreement Act 1969.**

*[Assented to 4 December 1985.]*

**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 *Iron Ore (Dampier Mining Company Limited) Agreement Amendment Act 1985*. Short title and principal Act.

(2) In this Act the Iron Ore (Dampier Mining Company Limited) Agreement Act 1969 is referred to as the principal Act. Act No. 78 of 1969.

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Commence-  
ment.

2. This Act shall come into operation on the day on which it is assented to by the Governor.

Section 1A  
inserted.

3. After section 1 of the principal Act the following section is inserted—

Interpreta-  
tion.

“ 1A. In this Act unless the context otherwise requires—

“the agreement” means the agreement a copy of which is set out in Schedule 1 and except in section 2 includes that agreement as so altered by any agreement between the parties thereto approved by an Act;

“the variation agreement” means the agreement a copy of which is set out in Schedule 2. ”.

Section 3  
inserted.

4. After section 2 of the principal Act the following section is inserted—

Variation  
agreement  
approved  
and  
ratified.

“ 3. (1) The variation agreement is approved and ratified.

(2) The implementation of the variation agreement is authorized.

(3) Without limiting or otherwise affecting the application of the Government Agreements Act 1979, the variation agreement shall operate and take effect notwithstanding any other Act or law. ”.

Heading to  
Schedule  
amended.

5. The heading to the Schedule to the principal Act is amended by deleting “Second Schedule” and substituting the following—

“ SCHEDULE 1 ”.

6. After Schedule 1 to the principal Act the following Schedule is added—

Schedule  
added.

“

SCHEDULE 2.

Section 3.

AN AGREEMENT made the 29th day of October One thousand nine hundred and eighty-five, BETWEEN THE HONOURABLE BRIAN THOMAS BURKE, M.L.A., Premier 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 called “the State”) of the one part and BHP MINERALS LIMITED (formerly Dampier Mining Company Limited) a company incorporated under the Companies Act of the State of Western Australia and having its registered office at 55 St. George’s Terrace, Perth, in the said State (hereinafter called “the Company” which term shall include its successors and permitted assigns) of the other part.

WHEREAS—

- (a) By an agreement made the 30th day of September 1969 (hereinafter referred to as “the Companies Agreement”) the Company and Cliffs International, Inc. (hereinafter called “Cliffs”) provided for various consultation and co-operation between themselves and, subject to any necessary consents of the State, for *inter alia*—
  - (i) the Company to make available to Cliffs from the Deepdale area (as defined in an agreement between the State and The Broken Hill Proprietary Company Limited set out in the Schedule to the Iron Ore (The Broken Hill Proprietary Company Limited) Agreement Act, 1964) an amount of up to ONE HUNDRED AND FIFTY MILLION (150,000,000) tons of iron ore or such larger amount as the Company may be obliged to make available; and
  - (ii) a right to the Company to purchase part of the railway facilities and or part or the whole of the port facilities to be provided by Cliffs pursuant to its obligations under the Cleveland-Cliffs Agreement (as defined in an agreement between the State and Basic Materials Pty. Limited set out in the Schedule to the Iron Ore (Cleveland-Cliffs) Agreement Act, 1964).

- (b) By an agreement under seal made the 30th day of September 1969 between the State and the Company (hereinafter referred to as "the Agreement") the State agreed *inter alia*, that on application by the Company it would cause to be granted to the Company a mineral lease for iron ore from the Deepdale area upon the terms and conditions and subject to the performance and observance by the Company of the obligations therein provided for (hereinafter referred to as "the Mineral Lease") and that the Mineral Lease may be sub-let by the Company to Cliffs for the purpose of enabling Cliffs to mine the quantity of iron ore referred to in Clause 4 (1) thereof.
  
- (c) By an agreement under seal made the 29th day of June 1970 between the Company of the first part, Cliffs of the second part and Cliffs Western Australian Mining Company Pty. Ltd., Mitsui Iron Ore Development Pty. Ltd., Robe River Limited and Mt. Enid Iron Co. Pty. Ltd., (hereinafter called "the Participants" which expression includes their successors and permitted assigns) of the third part, Cliffs assigned to the Participants all the right, title, interest, claim and demand of Cliffs in and under the Companies Agreement except the rights to obtain mineral sub-leases thereunder and the rights and interest of Cliffs under section 5.2 thereof.
  
- (d) The Mineral Lease was granted by the State to the Company on the 15th day of December 1976. The Company granted a sub-lease to Cliffs on the 27th day of February 1978 and Cliffs granted a further sub-lease to the Participants on the 11th day of October 1978.
  
- (e) The Company has purchased a one half interest in the railway facilities and a one half interest in the port facilities provided by Cliffs and referred to in Clause 11 of the Agreement and as a consequence thereof the conditions of Clause 11 (2) of the Agreement have been fulfilled and, *inter alia*, the quantity of iron ore which may be mined pursuant to the Mineral Lease is no longer subject to the tonnage limitation referred to in Clause 4 (1) of the Agreement.
  
- (f) The Company, the Participants and Cliffs have now entered into an agreement (hereinafter referred to as "the Second Companies Agreement") which provides, subject to any necessary consents of the

State, for the grant by the Company to the Participants of a sub-lease for iron ore from areas additional and adjacent to those referred to in the Companies Agreement.

- (g) In view of the Second Companies Agreement it is desirable that there should be some addition to the various rights and obligations of the parties created by the Agreement.

NOW THIS AGREEMENT WITNESSETH:

1. This Agreement except for this Clause shall have no force or effect and shall not be binding upon the parties until it is approved by an Act of the Parliament of Western Australia.

2. If an Act to ratify this Agreement is passed by the Parliament of the said State the provisions of this Agreement shall take effect as though the same had been enacted by the ratifying Act and notwithstanding any Act or law to the contrary the State and the Minister shall for the purpose of implementing this Agreement have all the powers discretions and authorities conferred on them respectively by the Agreement for the purpose of implementing the Agreement.

3. The Agreement is added to and varied as hereinafter provided and the Agreement shall be read and construed accordingly.

4. The Agreement is amended as follows:—

(1) Clause 4—

by deleting subclause (2) and substituting the following subclause—

“ (2) In addition to the sub-lease to Cliffs dated the 27th day of February 1978 of portions of the mineral lease herein provided for the Company may on terms to be approved by the Minister sub-let to Cliffs Western Australian Mining Company Pty. Ltd., Peko-Wallsend Operations Limited, Mitsui Iron Ore Development Pty. Ltd. and Cape Lambert Iron Associates (a partnership comprising Nippon Steel Australia Pty. Ltd., Sumitomo Metal Australia Pty. Ltd. and Mitsui Iron Ore Development Pty. Ltd.) (hereinafter referred to as “CRRIA” which

expression includes their successors and permitted assigns) those parts of the said mineral lease shown coloured green on the plan marked "X" initialled by or on behalf of the parties hereto for identification. "

(2) Clause 5—

by inserting after "deposits" the following—

" or any extension to any such spur railway "

(3) Clause 12—

(a) by substituting "Companies Agreements" for "Companies Agreement";

(b) by adding the following sentence at the end thereof—

" In this Clause the expression "Companies Agreements" means the agreement made the 30th day of September 1969 between the Company and Cliffs as amended by agreements dated the said 30th day of September 1969, the 29th day of June 1970, the 26th day of August 1971, and the 11th day of June 1976 and the agreement made the 28th day of October, 1985, between the Company, CRRIA and Cliffs and includes any amendments to those agreements which the Minister agrees should come within the expression. "

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

SIGNED by the said THE  
HONOURABLE BRIAN  
THOMAS BURKE, M.L.A., in  
the presence of—

BRIAN BURKE.

D. PARKER  
MINISTER FOR MINERALS  
AND ENERGY

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                          *Company Limited) Agreement.*

THE COMMON SEAL OF  
BHP MINERALS LIMITED }  
was hereunto affixed by      (C.S.)  
authority of the Board of  
Directors:                            }

D. S. ADAM Director

G. KLVAC Secretary

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