

# IRON ORE (CLEVELAND- CLIFFS) AGREEMENT.

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No. 37 of 1984.

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**AN ACT to amend the Iron Ore (Cleveland-Cliffs)  
Agreement Act 1964-1973.**

*[Assented to 20 June 1984.]*

**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 (Cleveland-Cliffs) Agreement Amendment Act 1984*.

Short title  
and citation.

(2) In this Act the Iron Ore (Cleveland-Cliffs) Agreement Act 1964-1973 is referred to as the principal Act.

Act No. 91  
of 1964 as  
amended by  
Acts Nos. 79  
of 1969, 35  
of 1970 and  
68 of 1973.

(3) The principal Act as amended by this Act may be cited as the Iron Ore (Cleveland-Cliffs) Agreement Act 1964-1984.

Section 2  
amended.

2. Section 2 of the principal Act is amended—

- (a) by deleting the full stop at the end of the section and substituting a semi colon; and
- (b) by inserting at the end of the section the following definition—

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

Section 3C  
inserted.

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

Third  
variation  
agreement.

“ 3C. (1) The third variation agreement is ratified.

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

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

Fourth  
Schedule  
added.

4. After the Third Schedule to the principal Act the following Schedule is added—

#### FOURTH SCHEDULE.

AN AGREEMENT made the thirtieth day of April One thousand nine hundred and eighty-four BETWEEN THE HONOURABLE BRIAN THOMAS BURKE, M.L.A., Premier of the State of Western Australia, acting for and on behalf of the said State and instrumentalities thereof from time to time (hereinafter called “the State”) of the first part CLIFFS INTERNATIONAL INC. a limited company incorporated under the laws of the State of Ohio, one of the United States of America and registered in the State

of Western Australia under the provisions of the Companies Act, 1961 of the said State and having its registered office in the State of Western Australia at 12-14 St. George's Terrace, Perth (hereinafter called "Cliffs") of the second part and CLIFFS WESTERN AUSTRALIAN MINING CO. PTY. LTD., a company incorporated under the said Companies Act and having its registered office at 12-14 St. George's Terrace, Perth (hereinafter called "Cliffs Western") MITSUI IRON ORE DEVELOPMENT PTY. LTD. a company incorporated under the said Companies Act and having its principal office in the said State at 22nd Floor, 44 St. George's Terrace, Perth (hereinafter called "Mitsui Iron") ROBE RIVER LIMITED a company incorporated under the Companies Ordinance of the Australian Capital Territory and having its principal place of business at 1 Castlereagh Street, Sydney in the State of New South Wales (hereinafter called "RRL") and NIPPON STEEL AUSTRALIA PTY. LIMITED a company incorporated in the State of New South Wales and having its registered office in that State at 60 Martin Place, Sydney, SUMITOMO METAL AUSTRALIA PTY. LIMITED a company incorporated in the State of New South Wales and having its registered office in that State at 31st Floor, CAGA Centre, 8 Bent Street, Sydney and the said MITSUI IRON ORE DEVELOPMENT PTY. LTD., such lastmentioned three companies acting together and carrying on business under the registered business name "CAPE LAMBERT IRON ASSOCIATES" and having their principal place of business in the State of Western Australia at 22nd Floor, 44 St. George's Terrace, Perth (hereinafter collectively called "CLIA"), the said Cliffs Western, Mitsui Iron, RRL and CLIA (hereinafter collectively called "the Participants") being the party of the third part.

WHEREAS:

- (a) by an agreement under seal dated the 18th day of November, 1964 made between the State of the one part and Basic Materials Pty. Limited (hereinafter called "Basic") of the other part (which agreement was approved by and is scheduled to the Iron Ore (Cleveland-Cliffs) Agreement Act, 1964 and is hereinafter referred to as "the Agreement") Basic acquired upon the terms and conditions set forth in the Agreement certain rights interests and benefits and assumed certain obligations with respect to the exploration for and development of specified iron ore deposits and the mining transportation processing pelletising and shipment of iron ore therefrom;
- (b) by virtue of various agreements under seal Cliffs became entitled to all the right title interest claim and demand whatsoever of Basic in and under the Agreement and by virtue of a deed of covenant with the State assumed the obligations of Basic thereunder;

- (c) by an agreement dated the 12th day of May, 1970 made between the State of the one part and Cliffs of the other part which is scheduled to the Iron Ore (Cleveland-Cliffs) Agreement Act Amendment Act, 1970 (hereinafter called "the first variation agreement") the parties thereto varied the Agreement as therein set out for the purposes set out in the recitals thereto. Under the provisions of the said Act and in the events which happened the first variation agreement was approved thereby on and from the 30th day of December, 1970;
- (d) by deed dated the 29th day of June, 1970 made between the State, Cliffs and Cliffs Western, Mitsui Iron, RRL and Mt. Enid Iron Co. Pty. Ltd., Cliffs granted and assigned to the lastmentioned companies all the right title interest claim and demand of the "Company" (as defined in the Agreement) in and under the Agreement (as then or thereafter altered from time to time) except the rights of occupancy referred to therein of the mining areas therein defined and the rights to obtain mineral leases thereof as tenants in common in the following shares:

Cliffs Western	30%
Mitsui Iron	30%
RRL	35%
Mt. Enid Iron Co. Pty. Ltd. (hereinafter called "Mt. Enid")	5%

and by the said deed each of them Cliffs Western, Mitsui Iron, RRL and Mt. Enid, severally covenanted and agreed with the State that it should to the extent of its commitment therein set out comply with, observe and perform the provisions of the Agreement (as then or thereafter amended) on the part of Cliffs to be complied with observed or performed in respect of the matters assigned as therein set forth to the intent that the same should be binding upon them (to the extent of the commitment therein set out) in the same manner and to the same extent as if each of them were expressly named in the Agreement;

- (e) by an agreement dated the 13th day of July, 1976 made between the State of the first part Cliffs of the second part and Cliffs Western, Mitsui Iron, RRL and Mt. Enid of the third part the execution whereof on behalf of the State was authorised by the Iron Ore (Cleveland-Cliffs) Agreement Act Amendment Act, 1973 (hereinafter called "the second variation agreement") the parties thereto further varied the Agreement as therein set out;

- (f) by an agreement dated the 22nd day of June, 1977 made between Mt. Enid as vendor and CLIA as purchaser Mt. Enid with effect from the 1st day of July, 1977 sold and assigned to CLIA the whole of its 5% share in and under the Agreement (as amended by the first variation agreement and the second variation agreement) and by virtue of a deed of covenant with the State made the 1st day of July, 1977 CLIA assumed the obligations of Mt. Enid thereunder.
  
- (g) by an agreement dated the 5th day of October, 1983 made between the State of the first part Cliffs of the second part and the Participants of the third part (hereinafter called "the third variation Agreement") the parties thereto further varied the Agreement as therein set out in manner provided for in the Agreement; and
  
- (h) the parties desire to add to and amend the provisions of the Agreement as amended and added to by the first variation agreement, the second variation agreement and the third variation agreement (hereinafter referred to as "the Principal Agreement").

NOW THIS AGREEMENT WITNESSETH:

1. Words and phrases to which meanings are given under clause 1 of the Principal Agreement (other than words and phrases to which meanings are given in this Agreement) shall have the same respective meanings in this Agreement as are given to them in clause 1 of the Principal Agreement.
  
2. Subject to the provisions of the deed referred to in recital (d) hereof, for the purposes of the Principal Agreement and this Agreement the expression "the Company" shall where the context so admits mean and include both Cliffs and the Participants.
  
3. The State shall introduce and sponsor a Bill in the Parliament of Western Australia to ratify this Agreement and endeavour to secure its passage as an Act.
  
4. The subsequent clauses of this Agreement shall not operate unless and until the Bill to ratify this Agreement referred to in clause 3 hereof is passed as an Act before the 30th day of June, 1984 or such later date if any as the parties hereto may mutually agree upon.
  
5. The Principal Agreement is added to and varied as hereinafter provided and the Principal Agreement shall be read and construed accordingly.

6. The Principal Agreement is hereby amended as follows:

(1) Clause 1—

(a) by inserting, after the definition “Land Act”, the following definition—

“ “local authority” means the council of a municipality that is a city, town or shire constituted under the Local Government Act, 1960; ” ;

(b) by inserting, after the definition of “year 1”, the following paragraph—

“reference in this Agreement to the Company shall not include persons (other than the parties to this agreement) to whom land in the port townsite is or is agreed to be transferred or otherwise disposed of by the Company in accordance with a proposal approved pursuant to clause 7C hereof;”.

(2) Clause 6—

by deleting “(1) Within” and substituting “Within”.

(3) By inserting after clause 7B the following clauses—

“7C. (1) The Company may submit to the Minister from time to time detailed proposals with respect to the port townsite relating to—

(a) the transfer to or vesting in the State or the appropriate instrumentality of the State or the relevant local authority as the case may be of the ownership, care control and management, maintenance or preservation of any service or facility owned and/or operated by the Company hereunder;

(b) the vesting in transfer surrender lease or sublease to the State or the appropriate instrumentality of the State or the relevant local authority as the case may be of any land of which the Company is the lessee or proprietor in fee simple hereunder;

Further  
proposals  
relating to  
port  
townsite.

- (c) the proposed sale by the Company of any land which on the 1st day of April 1984 was the subject of a sublease from the Company and was used for commercial community or welfare purposes, to the sublessee thereof or, with the prior consent of the Minister, to any other person; or
  - (d) any other purpose concerning the maintenance use or operation of the Company's services or facilities situated in or near the port townsite, as the Minister shall approve.
- (2) The provisions of clause 7A hereof shall not apply to proposals submitted pursuant to this clause.
  - (3) The Minister shall within two (2) months of the receipt of proposals submitted pursuant to subclause (1) of this clause give to the Company notice either of—
    - (a) his approval thereof; or
    - (b) any objections or alterations desired thereto and in such case shall afford the Company an opportunity to consult with and submit new proposals to the Minister.
  - (4) If within two (2) months of receipt of a notice pursuant to paragraph (b) of subclause (3) of this clause the Minister has not given his approval to the said proposals, the said proposals shall not be referable to arbitration hereunder but shall lapse.
  - (5) The Company shall implement proposals approved pursuant to this clause in accordance with the terms thereof.
- 7D. If a proposal approved pursuant to clause 7C hereof provides for the surrender by the Company to the State of Special Lease No. 3116/4629 (Crown Lease No. 310/1970) and all land held by the Company thereunder:—
- (a) the State shall in accordance with such approved proposal—
    - (i) grant to the Company in fee simple at a price to be determined by the Minister for Lands; and/or

Grant and  
lease of  
lands.

- (ii) lease to the Company for such terms or periods and on such terms and conditions as, subject to the approved proposal, shall be determined by the Minister for Lands

such part or parts of the land so surrendered as that proposal so provides;

Sale of lots  
for housing.

- (b) the Company may, after such surrender, apply to the State from time to time for lots of land within the area shown coloured green on the plan marked "B" (initialled by or on behalf of the parties hereto for the purpose of identification) for housing for residential use by employees engaged in the operations of the Company under this Agreement and the State will provide out of such land (or so much thereof as has not been released prior to the date of such application), within a reasonable period after application therefor by the Company (having regard to the normal time to be taken for subdivision and servicing if this is required by reason of such application), the lots so applied for, such lots to be vacant serviced lots of such size and position as is determined by the Minister for Lands after consultation with the Company for purchase by the Company in fee simple at prices to be determined by the Minister for Lands (having regard to the price of similar lots then being made available by the State to others) which will include the cost to the State of providing and servicing such lots;

Release  
of lands.

- (c) notwithstanding the provisions of the Land Act the Minister for Lands shall not at any time put up for sale or lease as a single release to persons other than the Company more than 30 lots of land within the land shown coloured green on the said plan marked "B" without first consulting with the Company for the purpose of ensuring that provision has been made for the



future housing requirements of employees engaged in the operations of the Company under this Agreement; and

- (d) if any land within the land so surrendered is or is subsequently to be granted in fee simple to the Company by the State pursuant to such approved proposal and that land is, immediately prior to the surrender thereof, the subject of a sublease granted, or the subject of an agreement for sublease about to be granted or renewed by the Company under the said Special Lease then, notwithstanding the surrender of the said Special Lease, any provision in the sublease or agreement for sublease or the provisions of any Act or any principle of law or equity to the contrary, that sublease shall as between the Company and the sublessee and any person deriving title under the sublessee continue and at all times remain in full force and effect in accordance with but subject to its terms as if the said Special Lease had not been surrendered.

Preservation  
of subleases  
by Company.

- 7E. Where pursuant to any approved proposal as to any of the matters referred to in clause 7C hereof or as varied pursuant to subclause (3) of clause 14 hereof provision is made for the relevant local authority consistent with its functions as a local authority or an instrumentality of the State to enter into and carry out any agreement with the Company and/or for the Minister or respective Ministers administering the Hospitals Act 1927, the Education Act 1928, the Public Works Act 1902, the Fire Brigades Act 1942, the Country Areas Water Supply Act 1947 and the Country Towns Sewerage Act 1948 to enter into and carry out any agreement with the Company—

Authority to  
enter into  
agreements.

- (a) the Local Government Act 1960, the Hospitals Act 1927, the Education Act 1928, the Public Works Act 1902, the Fire Brigades Act 1942, the Country Areas Water Supply Act 1947 and the Country Towns Sewerage Act 1948 shall for the purposes of implementing such approved proposals be deemed to be modified by the inclusion of a power

whereby such relevant local authority, instrumentality of the State and/or Minister or Ministers are authorised and empowered to enter into and carry out any such agreement; and

- (b) the relevant local authority, instrumentality of the State and such Minister or Ministers may enter into and carry out any such agreement notwithstanding the other provisions of this Agreement.

7F. Notwithstanding the provisions of clause 7A hereof, where pursuant to an approved proposal under clause 7C hereof the Company has surrendered to the State Special Lease No. 3116/4629 (Crown Lease No. 310/1970) and all land held by the Company thereunder and the Minister has approved proposals pursuant to clause 7C hereof with respect to schools hospitals and police station facilities and the housing for State employees associated therewith, the State thereafter will continue to operate and undertake the maintenance of such facilities and any additions thereto and the Company shall not thereafter be required to submit any proposals with respect to the provision, operation or maintenance of such facilities in or near the port townsite except where any such facilities are required to meet the needs of any construction workforce involved in the operations of the Company under this Agreement.”.

(4) Clause 8—

(a) subclause (1) paragraph (b)—

- (i) by inserting after “hereof”, where it first occurs the following—

“or as varied from time to time pursuant to subclause (3) of clause 14 hereof”;

and

- (ii) by inserting after “paragraph”, where it first occurs in the first proviso, the following—

“or otherwise payable pursuant to the provisions of paragraph (n) of clause 10 hereof”;

## (b) subclause (2)—

## (i) by inserting after “clause” the following—

“, the implementation of the Company’s proposals as finally approved under clause 7C hereof, clause 7D hereof and paragraph (n) of clause 10 hereof”;

## (ii) by deleting “and” in paragraph (e);

## (iii) by deleting “Act.” in paragraph (f) and substituting “Act,”; and

## (iv) by adding after paragraph (f) the following paragraphs—

“(g) the inclusion of a power whereby any special lease granted to the Company hereunder may be varied by agreement or surrendered in whole or part; and

(h) the inclusion of a power whereby any land granted or leased to the Company hereunder may be leased or subleased by the company to the State or any appropriate instrumentality of the State or the relevant local authority as the case may be.”;

## (c) subclause (4) paragraph (b)—

by deleting “nor any of the lands the subject of any lease or licence granted to the Company in terms of” and substituting the following—

“nor any lands for the time being held by the Company under any lease or licence issued pursuant to”; and

## (d) subclause (6)—

by deleting “granted or assigned” and substituting the following—

“held by the Company”.

(5) Clause 10—

(a) by adding after paragraph (a) the following paragraphs—

“(aa) that notwithstanding any surrender by the Company to the State of the whole or any part or parts of the land within Special Lease No. 3116/4629 (Crown Lease No. 310/1970) all references in the Determination with respect to Electrical Energy made by the Minister pursuant to subparagraph (i) of paragraph (a) of this clause on the 21st day of February, 1980 to the boundaries of Crown Lease No. 310/1970 shall mean and be construed as the boundaries of Crown Lease No. 310/1970 at the time of grant of such lease;

(ab) that—

(i) the extent to which the Company may generate transmit supply and charge for and any powers and authorities with respect to electrical energy determined by the Minister pursuant to subparagraph (i) of paragraph (a) of this clause; and

(ii) any rights and obligations with respect to water contained in the deed dated as of the 13th day of July 1976 referred to in subparagraph (iii) of paragraph (a) of this clause

shall be modified from time to time to accord with proposals approved under clause 7C hereof (including any variation thereof pursuant to subclause (3) of clause 14 hereof);”;

(b) paragraph (d) subparagraph (i)—

by deleting “Agreement;” and substituting the following—

“Agreement PROVIDED that this paragraph shall not apply to townsite lots or other areas within any land

granted to the Company in fee simple pursuant to paragraph (a) of clause 7D hereof unless such lots or areas are then owned by the Company or to any townsite lots sold to the Company pursuant to paragraph (b) of clause 7D hereof;”;

(c) paragraph (g)—

by deleting “granted to” and substituting the following—

“held by ”; and

(d) by inserting after paragraph (m) the following paragraph—

“(n) that from and after the surrender by the Company to the State of any land within Special Lease No. 3116/4629 (Crown Lease No. 310/1970) under a proposal approved pursuant to clause 7C hereof, notwithstanding the provisions of subparagraph (i) of paragraph (b) of subclause (1) of clause 8 hereof, any grants to the Company pursuant to that subparagraph of—

(i) townsite lots within or near the port townsite in fee simple shall in lieu of being for nominal consideration be for a consideration to be determined by the Minister for Lands (having regard to the price of any similar lots then being made available by the State to others) which will include the cost (if any) to the State of providing and servicing such lots; and

(ii) special leases of Crown lands within or near the port townsite (excluding any such lands within the harbour area and the railway) shall in lieu of being at peppercorn rental be at such rentals as are prescribed by law or are otherwise reasonable.”.



1984.]

*Iron Ore (Cleveland-Cliffs)  
Agreement.*

[No. 37.

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

BRIAN BURKE.

DAVID PARKER,

MINISTER FOR MINERALS AND ENERGY.

SIGNED for and on behalf of  
CLIFFS INTERNATIONAL  
INC. by VICTOR FAHRNEY  
KOONTZ pursuant to and  
with the authority of a  
resolution of the Board of  
Directors of CLIFFS INTER-  
NATIONAL INC. in the  
presence of—

V. KOONTZ.

W. REES.

THE COMMON SEAL of  
CLIFFS WESTERN AUST-  
RALIAN MINING CO. PTY.  
LTD. was hereunto affixed  
by authority of a resolution  
of the Board of Directors and  
in the presence of—

(C.S.)

V. KOONTZ, Director.

W. REES, Director.

THE COMMON SEAL of  
MITSUI IRON ORE DEVEL-  
OPMENT PTY. LTD. was  
hereunto affixed by authority  
of a resolution of the Board  
of Directors and in the  
presence of—

(C.S.)

Y. OKAMOTO, Director.

J. N. MacKENZIE, Secretary.

THE COMMON SEAL of  
ROBE RIVER LIMITED was  
hereunto affixed by authority  
of a resolution of the Board  
of Directors and in the  
presence of—

(C.S.)

G. J. REANEY, Director.

A. R. EDWARDS, Secretary.

THE COMMON SEAL of  
NIPPON STEEL AUSTRALIA  
PTY. LIMITED was hereunto  
affixed by authority of the  
Directors in the presence of—

H. HIGAKI, Director.

(C.S.)

S. TAIL, Secretary.

THE COMMON SEAL of  
SUMITOMO METAL AUST-  
RALIA PTY. LIMITED was  
hereunto affixed by authority  
of the Directors and in the  
presence of—

(C.S.)

S. OKAMOTO, Director.

K. SATO, Secretary.

THE COMMON SEAL of  
MITSUI IRON ORE DEVEL-  
OPMENT PTY. LTD. was  
hereunto affixed by authority  
of a resolution of the Board  
of Directors and in the  
presence of—

(C.S.)

Y. OKAMOTO, Director.

J. N. MacKENZIE, Secretary.

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