

IRON ORE (MOUNT NEWMAN) AGREEMENT.

No. 12 of 1979.

AN ACT to amend the Iron Ore (Mount Newman)
Agreement Act, 1964-1967.

[Assented to 24th May, 1979.]

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 (Mount Newman) Agreement Act Amendment Act, 1979.*

Short title
and citation.

(2) In this Act the Iron Ore (Mount Newman) Agreement Act, 1964-1967, is referred to as the principal Act.

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as approved
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10th August,
1971.

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(3) The principal Act as amended by this Act may be cited as the Iron Ore (Mount Newman) Agreement Act, 1964-1979.

Section 2
amended

2. Section 2 of the principal Act is amended—

(a) as to the interpretation of the term “the Agreement”—

(i) by inserting before the word “Schedule”, in line two of the interpretation, the word “First”; and

(ii) by adding after the words “time to time”, in the last line of the interpretation, the passage “and, except for the purposes of subsection (1) of section 3 of this Act, a reference to the Agreement shall be construed as a reference to the agreement as from time to time altered by the First Variation Agreement and the Second Variation Agreement”;

(b) as to the interpretation of the term “the variation agreement”—

(i) by deleting the words “variation agreement”, in line one of the interpretation, and inserting in lieu thereof the words “First Variation Agreement”; and

(ii) by deleting the passage “Act.” in the last line of the interpretation, and inserting in lieu thereof the passage “Act;” ; and

(c) by adding a new interpretation as follows—

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

Section 3A
repealed
and
re-enacted.

3. Section 3A of the principal Act is repealed and re-enacted with amendments as follows—

First
Variation
Agreement
approved.

3A. The First Variation Agreement is approved.

4. The principal Act is amended by adding after section 3A a new section, to stand as section 3B, as follows—

Section 3B added.

3B. (1) The Second Variation Agreement is approved and ratified.

Second Variation Agreement approved and ratified

(2) For the purposes of implementing relevant proposals made by the Company and approved pursuant to the Agreement, and to give full effect to the object of the Second Variation Agreement and the powers and authorisations therein conferred or referred to, the provisions of—

- (a) the Land Act, 1933;
- (b) the Local Government Act, 1960;
- (c) the Country Areas Water Supply Act, 1947; and
- (d) the Country Towns Sewerage Act, 1948, shall be read and construed with such modifications as are necessary.

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

Third Schedule added

THIRD SCHEDULE.

THIS AGREEMENT made the 9th day of May One thousand nine hundred and seventy nine BETWEEN THE HONOURABLE SIR CHARLES WALTER MICHAEL COURT, K.C.M.G., O.B.E., 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 AMAX IRON ORE CORPORATION a company incorporated in the State of Delaware in the United States of America and registered in the State of Western Australia as a foreign company (hereinafter called "Amax Iron") PILBARA IRON LIMITED a company incorporated in the State of Western Australia (hereinafter called "Pilbara") DAMPIER MINING COMPANY LIMITED a company incorporated in the State of Western Australia (hereinafter called "Dampier") SELTRUST IRON ORE LIMITED a company incorporated in England and registered in the State of Western Australia as a foreign company (hereinafter called "Seltrust Iron") and MITSUI-C. ITOH IRON PTY LTD a company incorporated in the State of Western Australia (hereinafter called "Mitsui Iron") of the

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Second Part and MT. NEWMAN IRON ORE COMPANY LIMITED a company incorporated in the State of Western Australia (hereinafter called "the Mt. Newman Company") of the Third Part.

WHEREAS:

- (a) By an agreement under seal made the 26th day of August, 1964 BETWEEN the State of the one part and the Mt. Newman Company of the other part (which agreement was approved by and is scheduled to the Iron Ore (Mount Newman) Agreement Act, 1964 and is hereinafter referred to as "the 1964 agreement") the Mt. Newman Company acquired upon the terms and conditions set forth in the 1964 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 and shipment of iron ore therefrom.
- (b) By virtue of various agreements under seal Amax Iron Pilbara Dampier Seltrust Iron and Mitsui Iron became entitled to all the right title interest claim and demand whatsoever of the Mt. Newman Company in and under the 1964 agreement and by virtue of certain Deeds of Covenant with the State assumed the obligations of the Mt. Newman Company thereunder.
- (c) By an agreement under seal made the 16th of November, 1967 between the State of the first part and Amax Iron Pilbara Dampier Seltrust Iron and Mitsui Iron of the second part and the Mt. Newman Company of the third part (which is scheduled to the Iron Ore (Mount Newman) Agreement Act Amendment Act, 1967 and is hereinafter referred to as "the first variation agreement") the parties thereto varied the agreement as therein set out.
- (d) The parties desire to add to and amend the provisions of the 1964 agreement as amended by the first variation agreement (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 purpose of the Principal Agreement.
2. The provisions of this agreement shall not come into operation unless and until a Bill to approve and ratify this agreement is passed by the legislature of the State and comes into operation as an Act.

3. The Principal Agreement is hereby varied as follows:

(1) As to clause 1—

(a) by adding after the definition “harbour” the following definition—

“housing scheme” means any scheme to be established by the Company from time to time pursuant to any proposal approved hereunder or any approved proposal as varied pursuant to subclause (3) of clause 20 hereof in relation to a townsite or townsites for the sale to employees engaged in the operations of the Company under this Agreement of lots of land whether improved or unimproved within or near such townsite or townsites;

(b) by substituting for the passage “in lieu of a townsite constituted and defined under section 10 of the Land Act;” in lines 11 and 12 of the definition of “townsite”, the following passage—

“(whether or not such townsite or townsites are constituted and defined under section 10 of the Land Act);”; and

(c) by adding after the definition “Year 1” the following passage—

“reference in this Agreement to the Company shall not include persons (other than the parties to this Agreement) to whom townsite lots are or are by agreement with the Company agreed to be assigned or transferred pursuant to a housing scheme;”;

(2) by adding after clause 6 two new clauses 6A and 6B as follows—

6A. (1) The Company may submit to the Minister from time to time detailed proposals relating to— Additional proposals.

- (a) any housing scheme;
- (b) the transfer to the State or the appropriate instrumentality of the State of any facility owned and/or operated by the Company hereunder;
- (c) the vesting in, transfer or lease to the State and/or the relevant local authority of any land of which the Company is the lessee or proprietor in fee simple hereunder; or
- (d) any other purpose relating to the use maintenance or operation of the Company’s services or facilities in or near a townsite as the Minister shall approve.

(2) The provisions of subclause (1) of clause 6 and subclause (1) of clause 7 of this Agreement shall *mutatis mutandis* apply to proposals submitted pursuant to subclause (1) of this clause. Provided that in the event of arbitration the decision of the arbitrator, arbitrators or umpire (as the case may be) shall be final and shall be accepted and given effect to by the parties and the provisions of subclause (1) of clause 6 dealing with cessation and determination of this Agreement shall not apply. The proposals modified or altered in accordance with the award on arbitration shall be deemed approved on the date of delivery of the award.

(3) The Company shall implement the approved proposals in accordance with the terms thereof.

Authorisation
of local
authority
and certain
Ministers
to enter
agreements.

6B. Where pursuant to any approved proposal as to any of the matters referred to in clause 6A hereof or as varied pursuant to subclause (3) of clause 20 hereof provision is made for the relevant local authority consistent with its functions as a local authority to enter into and carry out any agreement with the Company and/or for the Minister or respective Ministers administering 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—

(a) the Local Government Act, 1960 and/or 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 and/or Minister or Ministers are authorised and empowered to enter into and carry out any such agreement; and

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

(3) as to clause 8—

(a) as to paragraph (b) of subclause (1) by adding after the word “hereof” in line 3 the following passage—

“or under clause 6A hereof or as varied from time to time pursuant to subclause (3) of clause 20 hereof”;

(b) as to subclause (2)—

(i) by deleting the word “and” in line 4 of paragraph (e);

(ii) by substituting for the passage “Act.” in line 9 of paragraph (f) the passage “Act;” and

- (iii) 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 in part; and

- (h) the inclusion of a power whereby any land granted or leased to the Company hereunder may be—

(i) acquired by the State or any instrumentality of the State from the Company by way of transfer or exchange; or

(ii) leased or subleased by the Company to the State or any instrumentality of the State.”;

- (c) by adding after subclause (3) a new subclause (3A) as follows—

“(3A) Notwithstanding the provisions of the Land Act, if proposals approved hereunder so provide, the Minister for Lands shall not at any time put up for sale or lease to persons other than the Company 30 or more lots of land as a single release within the deposits townsite without first consulting with the Company for the purpose of ensuring that provision has been made for the Company’s future development requirements pursuant to this Agreement.”;

- (d) as to paragraph (b) of subclause (4) by substituting for the words “nor any of the lands the subject of any lease or license granted to the Company in terms of” in lines 10, 11 and 12 the words “nor any lands for the time being owned by the Company in fee simple hereunder or under any lease or license issued pursuant to”; and

- (e) by substituting for the words “granted or assigned” in line 2 of subclause (6) the words “held by the Company”;

- (4) as to clause 10—

- (a) as to paragraph (a) by substituting for the passage “1945;” at the end of the paragraph, the passage “1945 PROVIDED HOWEVER that such powers and authorities shall be modified from time to time to accord with proposals approved under clause 6A hereof (including any variation thereto pursuant to subclause (3) of clause 20 hereof);”;

- (b) as to paragraph (d) by substituting for the passage "Agreement;" at the end of paragraph (i) the following passage—

"Agreement PROVIDED that this subparagraph shall not apply to townsite lots which have been granted to or acquired by the Company for the purposes of a housing scheme unless such lots are then owned by the Company;" and

- (c) as to paragraph (g)—

- (i) by substituting for the words "granted to" in line 3 the words "held by"; and
(ii) by adding after the words "this Agreement" in line 3 the words "or in respect of which the Company has any right to purchase pursuant to a housing scheme";

- (5) as to clause 16A by adding after the word "Company" in line 7 of subclause (1) the words "other than assignees of the Company under a housing scheme";

- (6) as to clause 19 by adding after subclause (2) two new subclauses (3) and (4) as follows—

"(3) Where in respect of any land acquired by the Company hereunder the Company makes any disposition pursuant to any approved proposal as to any of the matters referred to in clause 6A hereof or as varied pursuant to subclause (3) of clause 20 hereof, then notwithstanding the provisions of subclause (1) of this Clause but subject to any contrary intention contained in any such approved proposal, the consent in writing of the Minister shall not be required to any such disposition nor shall any assignee from the Company be required to enter into a deed of covenant as provided in subclause (1) of this clause.

(4) Notwithstanding subclause (2) of this clause, where in the performance of its obligations under subclause (3) of clause 6A hereof the Company enters into any agreement with a person which results in that person discharging all or any of the obligations undertaken by the Company under this Agreement or renders it unnecessary for the Company to discharge any obligation undertaken by it hereunder the Minister will discharge or temporarily relieve the Company from such part of its said obligations as is reasonable having regard to the extent to which and the period for which that person agrees to effect the discharge of those obligations." and

(7) by adding after clause 26 a new clause 26A as follows—

26A (1) The State shall exempt from any stamp duty which but for the operation of this clause would or might be chargeable on—

Further
exemption
from
stamp duty.

- (a) any agreement transfer or other instrument evidencing the sale or transfer to the Company from the Rural and Industries Bank of Western Australia of any townsite lot pursuant to any housing scheme;
- (b) any agreement transfer or other instrument evidencing the sale or transfer of any lot in fee simple in the deposits townsite or the town of Port Hedland from the Company to any employee or to the Company from any such employee or former employee (as the case may be) pursuant to any housing scheme; and
- (c) any mortgage to the Company from any employee in respect of any land the subject of a transfer from the Company to any such employee,

PROVIDED THAT this clause shall not apply to any such agreement transfer mortgage or other instrument executed or made more than 10 years from the 1st day of June, 1979.

(2) For the purposes of paragraphs (b) and (c) of subclause (1) of this clause the expression "employee" means any person engaged in the operations of the Company under this Agreement and employed by the Company or by Mt. Newman Mining Co. Pty. Limited (or other manager for the time being of the operations of the Company hereunder) and shall for the purposes of any transfer pursuant to paragraph (b) of subclause (1) of this clause include the legal personal representatives of any such person.

IN WITNESS whereof these presents have been executed the day and year first hereinbefore written.

SIGNED by the said THE
HONOURABLE SIR CHARLES
WALTER MICHAEL COURT,
K.C.M.G., O.B.E., M.L.A., in the
presence of—

CHARLES COURT.

ANDREW MENSAROS,

MINISTER FOR INDUSTRIAL DEVELOPMENT.

Executed by AMAX IRON ORE CORPORATION by being signed in Western Australia by its duly appointed Attorney Donald L. Davenport under Power of Attorney dated 25th April, 1979 in the presence of—

DONALD L. DAVENPORT.

JOHN GALE.

Executed by PILBARA IRON LIMITED by being signed in Western Australia by its duly appointed Attorneys Colin Russell Leith and John McKenzie Middleton under Power of Attorney dated 24th April, 1979 in the presence of—

C. R. LEITH.
J. M. MIDDLETON.

NORMAN LESLIE SMITHSON.

Executed by DAMPIER MINING COMPANY LIMITED by being signed in Western Australia by its duly appointed Attorney Norman Leslie Smithson under Power of Attorney dated 2nd May, 1979 in the presence of—

N. L. SMITHSON.

RAYMOND JOHN SMITH.

Executed for and on behalf of SELTRUST IRON ORE LIMITED by being signed in Western Australia by its duly authorised representative Gordon MacEwan Smith in the presence of—

G. M. SMITH.

THOMAS McLEAN.

THE COMMON SEAL of MITSUI-C. ITOH IRON PTY. LTD. was hereunto affixed with the authority of the Board of Directors in the presence of—

[C.S.]

Director,
K. EGUCHI.

Secretary,
J. N. MacKENZIE.

1979.]

*Iron Ore (Mount Newman)
Agreement.*

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Executed by MT. NEWMAN
IRON ORE COMPANY
LIMITED by being signed in
Western Australia by its duly
appointed Attorney Norman
Leslie Smithson under Power
of Attorney dated 3rd May,
1979 in the presence of—

N. L. SMITHSON.

RAYMOND JOHN SMITH.
