

IRON ORE (TALLERING PEAK) AGREEMENT.

No. 117 of 1976.

AN ACT to amend the Iron Ore (Tallering Peak)
Agreement Act, 1964.

[Assented to 1st December, 1976.]

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 (Tallering Peak) Agreement Act Amendment Act, 1976.*

Short title
and
citation.

(2) In this Act the Iron Ore (Tallering Peak) Agreement Act, 1964 is referred to as the principal Act.

(3) The principal Act as amended by this Act may be cited as the Iron Ore (Tallering Peak) Agreement Act, 1964-1976.

Section 3
amended.

2. Section 3 of the principal Act is amended—

- (a) by adding before the word “Schedule” in line two of the interpretation “the Agreement” the word “First”;
- (b) by adding after the words “this Act” in line two of the interpretation “the Agreement” the passage “, and, except in subsection (1) of section four of this Act, also includes the Agreement as altered by the Variation Agreement”;
- (c) by deleting the passage “instrumentalities.” in the interpretation “the State” and substituting the passage “instrumentalities;”; and
- (d) by adding at the end thereof the following interpretation—

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

Section 4A
added.

3. The principal Act is amended by adding after section 4 the following section—

Approval
of the
Variation
Agreement.

4A. The Variation Agreement is approved. .

Schedule
amended.

4. The Schedule to the principal Act is amended by deleting the heading “THE SCHEDULE.” and substituting the following headings—

THE SCHEDULES.

FIRST SCHEDULE. .

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

Second
Schedule
added.

SECOND SCHEDULE.

THIS AGREEMENT is made the fifteenth day of November 1976 between the Honourable Sir Charles Walter Michael Court, O.B.E., M.L.A., Premier 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 MINING CORPORATION LIMITED a company duly incorporated under the Companies Statutes of the State of Victoria and having its principal office in that State at 459 Collins Street, Melbourne and having its principal office in the State of Western Australia at 191 Great Eastern Highway, Belmont, AUSTRALIAN HANNA LIMITED a company duly incorporated in the State of Delaware in the United States of America and registered in the State of Western Australia as a foreign company and having its registered office at 64 Thomas Street, West Perth and HOMESTAKE AUSTRALIA LIMITED incorporated in the State of California in the United States of America and registered in the State of Western Australia as a foreign company and having its registered office at 251 Adelaide Terrace, Perth (hereinafter called "the Joint Venturers" in which term shall be included the Joint Venturers and each of them and their and each of their respective successors and assigns) of the other part.

WHEREAS:

- (a) the State and Western Mining Corporation Limited (hereinafter called "the Corporation") have entered into an agreement (which agreement is set out in the Schedule to the Iron Ore (Tallering Peak) Agreement Act, 1964 and is hereinafter referred to as "the principal agreement");
- (b) all rights of the Corporation under the principal agreement have been duly assigned to the Joint Venturers pursuant to Clause 13 (1) of the principal agreement;
- (c) the parties hereto desire to amend the principal agreement.

NOW THIS AGREEMENT WITNESSETH:

1. (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.

(2) All references to "the Company" in the principal agreement shall become references to "the Joint Venturers".

2. Except as hereinafter provided nothing in this Agreement shall affect the rights or obligations of either party arising under the principal agreement.

3. 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 said State and comes into operation as an Act.

4. The principal agreement is hereby varied as follows:

(1) Clause 2 is amended—

(a) by inserting the following definitions after the definition of "fine ore"—

"heavy minerals" means titaniferous minerals (including ilmenite rutile and leucoxene) and magnetite zircon monazite kyanite staurolite xenotime and garnet resulting from the separation of heavy mineral concentrates;

"heavy mineral concentrates" means ore concentrated prior to separation into component heavy minerals;

"heavy mineral products" means the products resulting from secondary processing;

(b) by inserting the following definition after the definition of "mineral leases"—

"mineral sands-iron ore handling system" means the handling system constructed by the Joint Venturers at the Port of Geraldton pursuant to this Agreement as modified by them for the purposes of handling not only iron ore pyrites for the Joint Venturers but also heavy minerals and heavy mineral products for Western Titanium Ltd. and the Corporation through the port of Geraldton or for such other purposes as the Minister may approve;

- (c) by inserting the following definition after the definition of "Minister"—

"modified mineral sands-iron ore handling system" means any modification to the mineral sands-iron ore handling system that may be made during the currency of this Agreement whether by the Joint Venturers or the Geraldton Port Authority for the purposes of not only handling but also shipping both iron ore pyrites and concentrates for the Joint Venturers and heavy minerals and heavy mineral products for the Corporation and other Companies shipping heavy minerals and heavy mineral products through the port of Geraldton; and

- (d) by inserting the following definitions after the definition of "related company"—

"secondary processing" means the processing of heavy minerals in the said State to substantially enhance their economic value;

"stockpile lease" means the lease granted to the Joint Venturers pursuant to paragraph (a) of Clause 7 hereof or so much thereof as has not from time to time been surrendered by the Joint Venturers or any lease issued in substitution therefor;

- (2) by adding after Clause 7 a new Clause 7A as follows—

7A The Joint Venturers shall when required by the State surrender that part of the lease granted to them pursuant to paragraph (a) of Clause 7 hereof in respect of the area delineated and coloured green on Department of Industrial Development Plan No. 029-13 Revision 3 initialled by or on behalf of the parties hereto for the purposes of identification.

- (3) Clause 8 is amended—

- (a) as to sub-clause (2) by substituting for the passage "lease referred to in paragraph (a) of Clause 7 hereof" in lines three and four, the words, "stockpile lease";

(b) as to sub-clause (3)—

(i) by substituting for the passage
“lease referred to in paragraph (a)
of Clause 7 hereof” in line two, the
words “stockpile lease”;

(ii) by substituting for the passage
“facilities to be maintained by the
State capable of loading up to five
hundred (500) tons per hour” in
lines six and seven, the words—

“from land formerly within the
area of the stockpile lease an
area of land approved by the
Minister for storage of iron ore
pyrites or concentrates and
cause the Geraldton Port
Authority to grant to the Joint
Venturers or any agent of the
Joint Venturers approved by
the State the right to use and
manage the mineral sands-
iron ore handling system or the
modified mineral sands-iron
ore handling system as the
case may be”; and

(iii) by deleting the word “so” in line
ten;

(c) by deleting sub-clause (4);

(d) by substituting for sub-clause (5) the
following sub-clause—

(5) The Joint Venturers will during
the currency of this Agreement at their
expense operate and maintain the
mineral sands-iron ore handling system
or the modified mineral sands-iron ore
handling system as the case may be
used and managed by them pursuant
to this clause. ;
and

(e) by adding after sub-clause (5) the follow-
ing sub-clause as sub-clause (6)—

(6) The provisions of sub-clause
(2) of this Clause shall apply to the
mineral sands-iron ore handling
system or the modified mineral sands-
iron ore handling system as the case
may be as if such system was referred
to in that sub-clause in lieu of “the
said conveyor system”.

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

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

ANDREW MENSAROS,
Minister for Mines.

THE COMMON SEAL of
WESTERN MINING CORPO- } (C. S.)
RATION LIMITED was here-
unto affixed in the presence
of—

Director, H. O. CLARK

Asst. Secretary, L. JACOBS

SIGNED by GEOFFREY
JOSEPH WALLACE pursuant } G. J. WALLACE
to and with the authority of a
resolution of the Board of
Directors of AUSTRALIAN
HANNA LIMITED in the
presence of—

MARGARET R. COLLINS

SIGNED by ANTHONY
WALTER MILNE pursuant to } TONY MILNE
and with the authority of a
resolution of the Board of
Directors of HOMESTAKE
AUSTRALIA LIMITED in the
presence of—

V. A. SALES