

# LAKE LEFROY SALT INDUSTRY AGREEMENT.

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No. 49 of 1974.

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**AN ACT to amend the Lake Lefroy Salt Industry  
Agreement Act, 1969.**

[Assented to 26th November, 1974.]

**B**E 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 *Lake Lefroy Salt Industry Agreement Act Amendment Act, 1974.* Short title and citation.

(2) In this Act the Lake Lefroy Salt Industry Agreement Act, 1969 is referred to as the principal Act. Act No. 23 of 1969.

(3) The principal Act as amended by this Act may be cited as the Lake Lefroy Salt Industry Agreement Act, 1969-1974.

Section 2  
amended.  
(Definition.)

2. Section 2 of the principal Act is amended—

(a) by adding before the word “Schedule”, in line three, the word “First”; and

(b) by substituting for the passage “time.” at the end of the section a passage as follows—

time;

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

Section 3A  
added.

3. The principal Act is amended by adding after section 3 a section as follows—

Approval of  
the  
variation  
agreement.

3A. The variation agreement is approved. .

Heading  
amended.

4. The heading “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—









(c) by adding after subclause (3) three new subclauses as follows:—

(3a) Subject to the provisions of subclause (3b) of this Clause for the consideration expressed in Clause 21A (1) of this Agreement the Company shall be deemed to have sold and to have given possession of and the State shall be deemed to have purchased and to have taken possession of that part of the said spurline described in the Schedule hereto and the appurtenances thereto (which part of the said spurline and appurtenances thereto are hereinafter called “the State’s Railway”) on and from midnight on the 8th day of September 1974 (hereinafter called “the acquisition time”).

(3b) The provisions of subclause (3a) shall not operate until the State has paid to or on behalf of the Company the sum of THREE HUNDRED THOUSAND DOLLARS (\$300,000) referred to in Clause 21A(1) hereof whereupon the State’s Railway shall on and from midnight on the 8th day of September 1974 be deemed to have vested in the Minister for Transport on behalf of Her Majesty and be a Government Railway within the meaning of and for the purposes of and be subject to the provisions of the Government Railways Act, 1904.

(3c) On and from the acquisition time the Company shall not be required to maintain the State’s railway.;

(d) in subclause (4)—

(i) by adding after the word “doing”, in line four, “prior to the acquisition time”;

(ii) by adding after the word “Company”, in line five, the passage “and thereafter in respect of the part retained by the Company shall be borne and paid by the Company.”;

(e) in subclause (5)—

(i) by substituting for the words “said spurline”, in line one, the words “part of the said spurline retained by the Company”;



(6) The principal Agreement is amended by adding after Clause 21 two new clauses as follows—

21A. (1) The consideration agreed to between the parties hereto for the purchase of the State's railway is FOUR HUNDRED AND TWENTY FIVE THOUSAND DOLLARS (\$425,000) payable at the times and on the terms and conditions as follows:—

- (a) subject to the provisions of subclause (2) of this Clause the sum of THREE HUNDRED THOUSAND DOLLARS (\$300,000) when the Company has:
  - (i) in an efficient and workmanlike manner to the satisfaction of the State upgraded its washing plant and facilities associated therewith to a capacity to enable it to treat not less than three hundred and fifty thousand (350,000) tons of salt per annum and not less than one hundred and twenty (120) tons per hour;
  - (ii) submitted evidence satisfactory to and acceptable by the State of marketing arrangements for the sale of salt at a rate not less than three hundred and fifty thousand (350,000) tons per annum;
  - (iii) complied with its obligations to the satisfaction of the State under and subject to the requirements of subclause (4) of Clause 13 of this Agreement to provide (*inter alia*) a brake-van; and
  - (iv) completed arrangements to the satisfaction of the State for the rectification of the structural defects in the Company's rolling stock provided by the Company to the State pursuant to subclause (4) of Clause 13;

- (b) the sum of ONE HUNDRED AND TWENTY FIVE THOUSAND DOLLARS (\$125,000) (being the balance of the purchase price) within the six (6) months next following the day when the State signifies to the Company that it is satisfied from the evidence adduced to it by the Company that the Company has exported in any year commencing on the 1st day of April through the port of Esperance not less than four hundred thousand (400,000) tons of salt.

(2) Where the Company—

- (a) in an efficient and workmanlike manner to the satisfaction of the State has completed the upgrading referred to in sub-paragraph (i) of paragraph (a) of subclause (1) of this Clause of the washing plant and associated facilities or in the opinion of the State has substantially completed same, and
- (b) has complied with the requirements of sub-paragraphs (ii), (iii) and (iv) of paragraph (a) of subclause (1) of this Clause

then the State will pay the instalment of THREE HUNDRED THOUSAND DOLLARS (\$300,000) on or before the last day of September 1974 in lieu as provided for in paragraph (a) of subclause (1) of this Clause.

21B. Notwithstanding any Act or law to the contrary the Railways Commission may hire and shall on and from the day the Lake Lefroy Salt Industry Act 1969 was assented to be deemed to have had at all times thereafter the right to hire from the Company all or any one or more of the locomotives and rolling stock provided or to be provided by the Company to the State pursuant to the provisions of this Agreement for such period or periods at such rental or rentals and on such terms and conditions as it from time to time agrees with the Company.

(7) Subclause (1) of Clause 32 of the principal Agreement is amended by adding after the word "facilities", in line five, the passage "(other than the State's railway)".

IN WITNESS whereof this Agreement has been executed as a deed the day and year first hereinbefore written.

SCHEDULE:

Commencing on the Coolgardie-Norseman Railway at a point 650.175 kilometres or thereabouts from Perth and proceeding thence on a bearing of 330° 42' for a distance of 544 metres or thereabouts thence on a bearing of 28° 34' for a distance of 968 metres or thereabouts thence on a bearing of 93° 19' for a distance of 498 metres or thereabouts thence on a bearing of 70° 15' for a distance of 1960 metres or thereabouts thence on a bearing of 0° 0' for a distance of 7181 metres or thereabouts. A total distance of 11.151 kilometres and terminating at a point 733.197 kilometres or thereabouts from Perth via the West Kalgoorlie Lake Lefroy Railway Act No. 110 of 1970.

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

ANDREW MENSAROS,  
Minister for Industrial  
Development.

The COMMON SEAL OF LEFROY }  
SALT PTY. LTD. was hereunto } (C.S.)  
affixed by the Directors in the }  
presence of— }

P. A. CHARLSLEY,  
Director.

M. KUSHIBE,  
Secretary.