

LAPORTE INDUSTRIAL FACTORY AGREEMENT.

10° Elizabeth II., No. XXXIX.

No. 39 of 1961.

AN ACT to approve and ratify an Agreement relating to the Establishment in the State by Laporte Industries Limited of an Industrial Factory for the manufacture of certain Chemicals; to provide for the carrying into effect of the provisions of that Agreement; and for incidental and other purposes.

[Assented to 6th November, 1961.]

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. This Act may be cited as the *Laporte Industrial Factory Agreement Act, 1961.* Short title.

Interpre-
tation.

2. In this Act unless the context requires otherwise—

“land” includes any estate or interest in land;

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

“the State” includes its instrumentalities;

the expressions “Company”, “factory”, “subsidiary company” and “works site” have the same meanings as those expressions respectively have in the Agreement.

Agreement
approved and
ratified.

3. (1) The Agreement is by this Act approved and ratified.

(2) Without affecting the operation of subsection (1) of this section, and notwithstanding any other Act or law—

(a) the Agreement shall be carried out and take effect as though its provisions had been expressly enacted in this Act;

(b) the State and the Company are each empowered and required to perform the functions and carry out the obligations which under the Agreement or this Act they are respectively required to perform and carry out;

(c) subject to the Agreement, the State shall not be prevented or hindered by anything done by any person, whether by or under any Act or by-law or regulation made thereunder, from fulfilling its obligations under the Agreement.

Power to
acquire.

4. (1) The State may—

(a) by agreement with the owner; or

(b) by compulsory process as provided in this section,

acquire the works site and also such other land as the State and the Company may mutually agree is reasonably required—

- (i) by the Company for the purposes of its operation under the Agreement, including the pumping of water from bores to the works site; or
- (ii) by the State for the discharge of effluent from the works site into the ocean.

(2) Any land referred to in subsection (1) of this section may be set apart, taken or resumed as for a public work pursuant to the Public Works Act, 1902, as if the land were required for a public work within the meaning of that Act, and when so set apart, taken or resumed shall be used and disposed of in accordance with and for the purposes of the Agreement.

(3) Subject to subsection (2) of this section, the provisions of the Public Works Act, 1902, apply with such adaptations as are necessary in all respects as if the land were required for a public work authorised pursuant to the provisions of that Act.

5. The Company, so long as it complies and continues to comply with its obligations under the Agreement—

Rights of
Company.

- (a) may use roads providing access from the boundary of the works site to and on any jetty or wharf where ships are berthed;
- (b) shall not have imposed on it any discriminatory charge in respect of the use by it of any jetty or wharf referred to in paragraph (a) of this section;
- (c) pursuant to clause seven of the Agreement shall be entitled to receive from the Board constituted under the State Transport Co-ordination Act, 1933, a license under the said Act to transport by road minerals and goods;

- (d) pursuant to clause eight of the Agreement shall be entitled to receive a grant under and subject to the Mining Act, 1904, of mineral claims for ilmenite, provided that it shall be exempt from liability to comply with and perform any work and labour conditions in respect of its operations on such mineral claims;
- (e) shall have and may exercise the rights conferred by subclause (5) of clause twelve of the Agreement in relation to houses referred to in that clause;
- (f) subject to its compliance with the provisions of the Electricity Act, 1945, is empowered to supply electric power generated by any electric power plant erected on the works site to any subsidiary company established on the works site.

Alterations to
Agreement.

6. Notwithstanding the provisions of this Act and of the Agreement, any obligation or right of the State or the Company under the provisions of the Agreement may from time to time be cancelled, added to, varied or substituted, by agreement in writing between the State and the Company, so long as the cancellation, addition, variation or substitution does not constitute a material or substantial alteration of the obligations or rights of the State or the Company under the Agreement.

SCHEDULE.

AGREEMENT under Seal made the Seventh day of December, One thousand nine hundred and sixty BETWEEN THE HONOURABLE DAVID BRAND M.L.A. Premier and Treasurer of the State of Western Australia contracting for and on behalf of the said State and the Government and instrumentalities thereof from time to time (hereinafter with his successors in office referred to as "the State") of the one part and LAPORTE INDUSTRIES LIMITED a company duly incorporated in the United Kingdom and having its registered office at Hanover House 14 Hanover Square London SW1. (hereinafter referred to as "the Company" in which term shall be incorporated successors and permitted assigns) of the other part.

1.—(1) IN this Agreement unless the context otherwise requires the following terms have the following meanings— Interpre-
tation.

“factory” means the factory to be erected and established by the Company pursuant to clause 2 hereof;

“financial year” means the period of twelve months ending on the thirtieth day of June;

“Minister” means the Minister for Industrial Development in the Government of the said State his successors in office or other the Minister for the time being responsible under whatsoever title for the administration of industrial development in the said State;

“month” means calendar month;

“person” or “persons” includes bodies corporate;

“subsidiary company” means a company incorporated in the United Kingdom or in the Commonwealth of Australia in which the Company either directly or indirectly holds not less than forty per centum of the issued shares for the time being carrying a right to vote and of which the Company gives notice in writing to the State;

“works site” means the land bordered green on the plan marked “A” referred to in clause 3 hereof.

(2) ANY reference in this Agreement to an Act means that Act as amended from time to time and includes any Act passed in substitution for that Act and the Regulations made and for the time being in force under any such Act.

2.—THE Company hereby covenants and agrees with the State:— Company to
establish
factory.

- (a) that subject to clause 16 hereof the Company will prior to the thirty-first day of December One thousand nine hundred and sixty-four construct and establish on the works site at an estimated capital cost of not less than three million pounds (Australian) an industrial factory designed to produce and capable of producing not less than ten thousand (10,000) tons of titanium oxide pigments per annum together with the necessary supplies of sulphuric acid. The Company acknowledges its intention to endeavour to complete such construction prior to the end of the year One thousand nine hundred and sixty-three;

- (b) that as soon as economic conditions justify (as to which the Company shall be the sole judge) to expand the factory to provide for the manufacture of hydrochloric and other mineral acids caustic soda aluminium sulphate and other chemicals;
- (c) that in connection with the construction and establishment of the factory the Company will investigate the availability in the said State of suitable local materials and equipment and will utilise them wherever it considers it can and should.

Land.

3.—(1) THE Company desires as its site for the works site certain land comprising one hundred and fifty (150) acres or thereabouts being part of Leschenault Location 31 and being that portion of the land described in Certificate of Title registered Volume 1216 Folio 447 as bordered green subject to survey on the plan marked "A" and initialled by or on behalf of the parties hereto for the purposes of identification. The parties hereto acknowledge that the Company and the responsible departmental officers of the State have investigated sites in the vicinity of Bunbury which might be suitable for the erection of the factory and at the same time provide land for future expansion of the factory and for allied industries as referred to in clause 2 (b) hereof and the parties hereto are satisfied that the acquisition and use by the Company of the land comprised within the works site are essential to the establishment and carrying on of the factory and future expansion referred to in this Agreement.

(2) THE State shall as soon as practicable after the execution hereof endeavour by private contract to purchase and to obtain vacant possession of the works site free from encumbrances and if successful the State will as soon as practicable thereafter transfer and give vacant possession of the works site free from encumbrances to the Company upon payment by the Company of an amount equal to 110/150ths of the cost incurred by the State for and in connection with its purchase of the land. If the purchase by the State of the works site includes the purchase of adjoining land in the same Certificate of Title at a price for the whole the price paid or payable by the State for the works site shall unless otherwise mutually agreed be deemed to bear the same proportion to the price for the whole as the acreage within the works site bears to the acreage of the whole of the land so purchased by the State.

(3) IF the endeavour by the State to purchase the works site by private contract is unsuccessful the State will so notify the Company in writing and thereafter at

the request in writing and at the cost of the Company will endeavour to assist the Company to acquire the works site either by private contract or by action under the Industrial Development (Resumption of Land Act) 1945.

(4) IF the parties hereto should be unsuccessful in acquiring for the Company the land mentioned in subclause (1) hereof as and for the works site the parties hereto will confer and will use their respective best endeavours to obtain for the Company the works site or other land which the Company considers to be suitable for its purposes. In the event however of these further endeavours proving to be unsuccessful within twelve (12) months from the date hereof or within such extended period as the parties hereto may agree either party may by notice in writing to the other cancel and determine this Agreement. On demand after such cancellation the Company will pay to the State the total loss incurred by the State under this Agreement and also the cost of any other work done or services rendered by the State at the written request or with the written consent of the Company.

4.—THE Company at the date of the execution hereof considers that it is able from its own resources or efforts to make available or to raise the finance required for the purposes of its obligations hereunder but if during the course of the construction of the factory the Company finds that because of altered circumstances or because of other development plans of the Company which may have come to maturity it desires financial assistance the State being anxious to see the earliest possible establishment of the factory will endeavour at the request in writing of the Company to grant to the Company or by guarantee or otherwise to assist it to raise the finance required up to a maximum of one third ($\frac{1}{3}$) of the total establishment costs or 1.3 million pounds (£1,300,000) whichever is the lesser. For the purposes of this clause the total establishment costs will include working capital necessary for the Company's operations on or from the works site up to the expiration of twelve (12) months after the commencement of commercial production by the factory but not less than eighty (80%) per centum of the total establishment costs shall be represented by the cost of buildings plant equipment roads bores pipelines and other fixed assets for the purposes of the factory.

Government
Loan.

5.—AT the request in writing and cost of the Company the State will construct such internal roads on the works site as the Company may initially reasonably require.

Roads
within
Works site.

6.—(1) BY the thirty-first day of December one thousand nine hundred and sixty-three or by such extended date as the parties may mutually agree upon (having regard to

Road
access to
berths.

the probable date of commencement of production from the factory) the State will endeavour to arrange with the appropriate authority to carry out such construction work as may be necessary to provide suitable road access from the boundary of the works site to alongside ship's berth. The structure and road surface shall be capable of bearing the loadings normally provided for by the Main Roads Department in the design of its Main Roads timber bridges. The road surface on the jetty or wharf (as the case may be) shall be such that vehicles can be driven to a position where loading and unloading can be efficiently done directly by ships slings and that vehicles can be turned around.

(2) IF for any reason other than delay caused by one or more of the factors mentioned in clause 16 hereof the road access mentioned in subclause (1) of this clause is not provided by the date or by the extended date (if any) mentioned in that subclause and the Company thereby incurs additional costs in the transportation and handling of goods between the works site and the ship or *vice versa* the State will on demand pay to the Company the additional costs so incurred between the date on which the failure commenced and the date upon which it is remedied.

Road
haulage.

7.—SUBJECT to the payment by the Company of appropriate fees the State will endeavour to ensure that the Board constituted under the State Transport Co-ordination Act, 1933 and its amendments will not refuse to grant and issue to the Company a license to transport by road—

- (a) minerals (including coal) for use in the factory anywhere within an area having a radius of fifty (50) miles of the factory; and
- (b) any goods for use in the factory or manufactured or produced in the factory within an area having a radius of twenty (20) miles of the factory.

And the State will ensure that the fees charged to the Company for the license will not be such as to discriminate against the Company.

Mineral
claims for
ilmenite.

8.—THE State acknowledges that for the successful economic operations of the Company it is essential that the Company be assured of supplies and a continuity of supply of necessary raw material at a reasonable price and for such purposes at the request of the Company made at any time within five (5) years of the date hereof will endeavour to ensure—

- (1) the success of any applications made by the Company under the Mining Act, 1904 for mineral claims for twenty-one (21) years in respect of two areas (neither exceeding three hundred

(300) acres) not at the time being in whole or in part the subject of a mining tenement under the said Act but selected with the assistance and agreement of the State;

- (ii) that the rent payable by the Company for such claims shall be at the rate of two shillings and sixpence (2/6d.) per acre per annum calculated from the date of the grant and payable annually in advance; and
- (iii) that the Company shall be under no obligation to work either mineral claim or to comply with any labour conditions imposed by the Mining Act, 1904 in regard to work on the lands the subject of the mineral claims.

9.—(1) THE Company anticipates that its requirements of **Water.** water for all the purposes of this Agreement will be approximately two million (2,000,000) gallons per day. The Company is investigating the possibilities of using sea water for cooling purposes.

(2) THE State will assure the Company of a supply of potable or other suitable water at the works site for all purposes up to the quantity mentioned and if during the currency of this Agreement the Company extends its plant and operations on the works site the State will use all reasonable endeavours to ensure a sufficient supply of potable or other suitable water for the Company's extended operations. Insofar as bore water is supplied for the purposes of the Company's operations on the works site the Company will be the sole judge of the suitability of such water for the Company's purposes.

(3) THE State will endeavour to obtain for the purposes of the Company satisfactory and sufficient supplies of water from underground sources. For this purpose as soon as practicable after execution of this Agreement the State will at a site or sites selected by the Company on the advice in writing of the State commence and will thereafter proceed with the sinking of as many bores as the parties hereto may mutually agree for the purpose of testing the availability and suitability of water from underground sources. The Company will not without the prior consent in writing of the State sell or dispose of to any person any water drawn by or supplied to the Company under this Agreement.

(4) THE State will keep the Company fully informed as to the progress and results of bore tests under this clause.

(5) THE cost and expense of and incidental to work and acquisition under this clause shall be borne by the Company or paid to the State on demand and the land

or interest therein or easement thereover acquired under this clause shall be transferred or assigned to the Company at its request and cost.

(6) THE State will not settle any claims for compensation arising from an acquisition under this clause without the prior approval of the Company.

(7) SUBJECT to its acquisition of necessary land or of easements rights or interests in over or in respect of land the Company may from time to time during the term of this Agreement at its own cost in all things erect construct and install buildings and pumping equipment and lay down establish fix maintain and use pipes and all necessary incidental works for supplying water from the bores sunk pursuant to this Agreement to the works site and may for the purposes hereof draw and use water from the bores without charge by the State.

(8) THE routes to be followed by such pipes shall be as the parties hereto may mutually agree upon and may be wholly or partly within the boundaries of any road or along or over the bed of any inlet or watercourse. The Company will ensure that no portion of the pipes or incidental works materially interferes at any time with land or water traffic.

(9) AT any time and from time to time during the currency of this Agreement the Company may by notice in writing require the State to sink further bores within a reasonable time after receipt of the notice. In relation to further bores so sunk the provisions of the preceding sub-clause of this clause will apply so far as they are or can by a necessary modification or adaptation be made applicable.

(10) IF at any time in the opinion of the Company water of satisfactory quality and sufficient quantity cannot be obtained or is unlikely in the future to be obtained from underground sources the Company may by notice in writing to the State require the State to provide potable or in the opinion of the Company other suitable water to the works site from the Collie River or from other source or sources as the State may decide. The notice shall specify the quantity so required and within a reasonable time (having regard to the urgency of the requirement) after receipt of the notice the State will at its own cost do such work as is necessary to provide potable or in the opinion of the Company other suitable water as so required from the Collie River or other source or sources of supply.

(11) IN respect of water supplied by pipeline from the Collie River the Company will pay to the State for water so supplied at rates per thousand gallons at the ruling rates applicable from time to time for excess water for

industrial purposes supplied to consumers by the Metropolitan Water Supply Sewerage and Drainage Department pursuant to the provisions of the Metropolitan Water Supply Sewerage and Drainage Act, 1909. The Company guarantees to the State that the amount payable by the Company and other consumers of water from a pipeline will be at the rate of not less than twenty thousand pounds (£20,000) per annum.

(12) IF water is supplied by the State from a source or sources other than the Collie River the Company will pay to the State for water so supplied at rates which may from time to time be mutually agreed but not exceeding the rates referred to in the last preceding subclause.

10.—(1) SUBJECT to this Clause the State shall during the term of this Agreement assume total responsibility for the disposal of all effluent including cooling water from the Company's works on the works site including any addition thereto provided that the effluent does not differ in material respects from the present discharge from the Company's comparable factory at Stallingborough, Grimsby, in the county of Lincolnshire in the United Kingdom. For the purpose of such disposal the State shall provide and lay an eighteen (18) inch internal diameter pipeline (or such other capacity pipeline as the parties hereto may mutually agree upon) from the discharge outlets of the Company's pumps on the works site across Leschenault Inlet above water on piles (of a design to be mutually agreed and to include facilities for inspection) and thence to a discharge point in the ocean. The location of this discharge point shall be determined by the State after consultation with the Company's representatives and may be varied from time to time but the length of the pipeline shall not in any case without the consent of the Company exceed three and one half ($3\frac{1}{2}$) miles. Effluent.

(2) THE pipeline to be provided under subclause (1) of this clause shall be of or be lined with such plastic or other material as the parties hereto shall mutually agree upon and shall be laid ready for use by the thirtieth day of June 1963 or by such extended date as the parties hereto may agree.

(3) THE Company shall pay to the State on demand three eighths ($\frac{3}{8}$ ths) of the total cost incurred by the State in providing and laying the said pipeline. The State will itself bear and pay the remaining five eighths ($\frac{5}{8}$ ths) of such cost.

(4) IF the Company should at any time give notice in writing to the State that it proposes to expand the productive capacity of the factory and for this purpose

requires an additional pipeline for the discharge of effluent including cooling water the State shall with all reasonable despatch provide an additional pipeline accordingly of such capacity and material as may be mutually agreed with the Company and to discharge at the same discharge point for the time being of the first pipeline and the Company shall pay to the State on demand the capital cost incurred by the State in providing and laying the additional pipeline.

(5) THE Company shall keep the State advised in writing from time to time as to the nature composition quantity rate of discharge and hours of discharge of the effluent and will allow the State to inspect the effluent before discharge and to take samples therefrom.

(6) THE State undertakes that it will not during the currency of this Agreement constrain the Company or interfere with the normal operations of the Company on the works site with the object of altering the nature or composition of the effluent or compel the Company to neutralise or otherwise treat the effluent.

(7) UNLESS and until the parties hereto otherwise in writing agree the State shall at the cost of the Company patrol maintain repair renew and be responsible for and do all things necessary for the continuous operation of the effluent pipeline or lines from the boundary of the works site to the discharge point and such cost shall include reasonable charges for supervision and administration.

(8) THE Company shall on request be supplied with details of charges made by the State and shall be consulted from time to time regarding the condition of the pipelines and any major expenditure which the State proposes to incur at the cost of the Company.

(9) THE Company shall at its own cost collect the effluent and pump it into the effluent pipe or pipes under pressure and conditions which will efficiently discharge the effluent completely through the pipe or pipes and will use all reasonable endeavours to ensure that the discharge of effluent will be maintained at a constant rate. The Company shall provide and maintain adequate pumps chambers machinery apparatus and facilities to provide for and maintain such discharge throughout the currency of this Agreement.

Electricity.

11.—WITHIN six months of the request in writing of the Company the State will provide at the boundary of the works site electricity for construction purposes in such quantities and under such conditions as shall be mutually agreed and subject to the Company giving to the State reasonable notice in writing of its requirements will otherwise during the currency of this Agreement supply and maintain a sufficient supply of electric power to the Company on the works site in manner and quantities and at

a cost from time to time in accordance with the industrial schedule rates of the State Electricity Commission of Western Australia from time to time prevailing in the Metropolitan Area or at such special rates as may be negotiated from time to time by the Company with the Commission. If the Company shall at any time install on the works site plant from which electricity is available for use in the operations of the Company on the works site then notwithstanding the provisions of any other Act such electricity may be so used. Electric power supplied to the Company by the said Commission shall have a frequency of fifty (50) cycles and shall be supplied at voltages from time to time agreed upon by the Company and the said Commission.

12.—(1) THE State having regard to its administrative and other commitments will if so required by the Company use all reasonable endeavours to ensure that sufficient housing shall become available to meet the Company's requirements for married employees in the vicinity of the works site and for this purpose the State will endeavour to make available up to twenty-five (25) houses of a design to be mutually agreed upon by the parties hereto and up to seventy-five (75) other houses of a design to be determined by the State. The State may complete additional houses for the said purposes if the Company shows that additional houses are necessary. Housing.

(2) AS soon as each such house shall become available the State shall cause it to be let to the Company which shall take the same at a reasonable rental calculated to recoup to the State its capital outlay over a period of thirty (30) years and upon terms which shall include provision that the Company shall be responsible at its own cost for the payment of all rates assessed in respect of the land upon which the house is erected and for the maintenance and repair of the house from the commencement of the tenancy and for insurance thereof against usual risks and otherwise upon such terms and conditions as may be agreed between the parties hereto. The period of letting of each such house shall be not less than thirty (30) years with provision for renewals for periods of not less than five (5) years and subject to adjustment of rentals as may be mutually agreed.

(3) THE Company shall be responsible to the State for the management and control of each such house and for the sub-letting of the same only to employees of the Company (except with the permission of the State).

(4) IT shall be an express provision of such letting that at the expiration or sooner determination of the tenancy of any house the Company shall as soon as possible place the same and the yards fencing and out buildings (if any) in proper order and condition in accordance with the provisions of the relative tenancy agreement.

(5) IN relation to houses leased to the Company under this Clause it is the intention of the parties hereto that the Company shall not be prevented or constrained by any Act of the Parliament of the State now or hereafter to be passed or by any other means from giving notice terminating the tenancy of any occupant who fails to abide by or observe the terms or conditions of his tenancy or shall cease to be employed by the Company or that in such circumstances the Company shall be so prevented or constrained from taking proceedings to obtain vacant possession of such premises.

Assignment. 13.—THE Company shall have the right to assign to a subsidiary company or with the consent in writing of the State to assign or otherwise dispose of to any other person its rights and obligations under this Agreement or any interest therein and such consent shall not be arbitrarily or unreasonably withheld subject however to the execution by the assignee in favour of the State of a Deed of Covenant to comply with the assigned obligations.

Delegation. 14.—WITHOUT affecting the liability of the parties under the provisions of this Agreement either party shall have the right from time to time to entrust to third parties the carrying out of any portion of the operations which it is authorised or obliged to carry out under this Agreement.

Arbitration. 15.—ANY dispute or difference between the parties arising out of or in connection with this Agreement or any agreed variation thereof or as to the construction of this Agreement or any such variation or as to the rights duties or liabilities of either party thereunder or as to any matter to be agreed between the parties in terms of this Agreement shall in default of agreement between the parties be referred to and settled by arbitration under the provisions of the Arbitration Act 1895.

Delays. 16.—THIS Agreement shall be deemed to be made subject to any delays in the performance of obligations under this Agreement which may be occasioned by or arise from circumstances beyond the power and control of the party responsible for the performance of such obligations including delays caused by or arising from act of God act of war *force majeure* act of public enemies strikes lockouts stoppages restraint of labour or other similar acts (whether partial or general) shortage of labour or essential materials reasonable failure to secure contractors delays of contractors riots and civil commotion and delays due to overall Australian economic conditions or factors which could not reasonably have been foreseen. Reasonable notice in writing shall be given of any such delay.

Interpretation of Agreement. 17.—THIS Agreement shall be interpreted according to the laws for the time being in force in the said State.

18.—ANY notice consent demand or other writing authorised or required by this Agreement to be given or sent shall be deemed to have been duly given or sent by the State if signed by the Minister or by the administrative or professional head of the Department of Public Works for the time being of the said State and forwarded by prepaid post to the Company at its registered office in London aforesaid or at such other place as the Company may from time to time in writing specify for the purpose or at the works site and by the Company if signed on behalf of the Company by the managing director general manager secretary or attorney of the Company and forwarded by prepaid post to the said Minister or administrative or professional head and any such notice consent demand or writing shall be deemed to have been duly given or sent on the day on which it would be delivered in ordinary course of post.

Notices.

19.—THE term of this Agreement shall subject to its provisions be fifty (50) years from the date hereof.

Term.

20.—(1) THE State acknowledges that it is desirable that this Agreement should be ratified by the Parliament of Western Australia and that the Bill for the ratifying Act should make provision for the matters mentioned in sub-clause (2) of this Clause and the State agrees that it will as soon as reasonably practicable introduce and sponsor a Bill for such purposes.

Ratification
by Parlia-
ment.

(2) THE Bill for the said ratifying Act shall make provision for the following matters:

(a) if necessary the compulsory acquisition of the works site and also of such other land and rights interests and easements in over or in respect to other land as the parties hereto may mutually agree to be reasonably required by the Company for the purposes of its operation under this agreement including the pumping of water from bores to works site or which may be required by the State for the discharge of effluent from the works site into the ocean.

(b) for road access to berths as referred to in Clause 6 hereof.

(c) that in relation to the use by the Company of the jetty or wharf referred to in Clause 6 hereof no discriminatory charge or rate will be imposed upon the Company by the appropriate authority.

(d) exempting the Company from performance of work and labour conditions on the lands the subject of the mineral claims referred to in Clause 8 hereof.

(e) that notwithstanding in any other Act or law the Agreement shall be carried out and take effect as though its provisions had been expressly enacted in the ratifying Act, and empowering the State

and the Company to perform functions and carry out the obligations which under this Agreement or under the ratifying Act are respectively to be performed or carried out by the State or the Company, and further providing that subject to the Agreement nothing done by any person whether by or under any Act or otherwise shall operate so as to prevent the State from fulfilling any of its obligations under Clauses 6, 7, 8, 11 or 12 of this Agreement.

(f) Empowering the Company in the event of its erecting its own electric power plant on the works site to supply electric power generated by such plant to subsidiary companies established on the works site.

(g) That the State will make available to the Company the houses referred to in Clause 12 hereof and that in relation to each such house the Company shall have the rights referred to in subclause (5) thereof.

(h) that any obligation or right under the provisions of this Agreement may from time to time be cancelled added to or varied or substituted by agreement in writing between the parties hereto so long as such cancellation addition variation or substitution shall not constitute a material or substantial alteration of the obligations or rights of either party under this Agreement.

IN WITNESS whereof the parties hereto have executed this Agreement the day and year first hereinbefore written.

SIGNED SEALED AND DE-
LIVERED by the said THE
HONOURABLE D A V I D
BRAND M.L.A. in the pres-
ence of—

(sgn.) David Brand.
PREMIER & TREASURER

(sgn.) C. W. Court

Minister for Industrial Development
Perth.

SIGNED SEALED AND DE-
LIVERED by the said PAT-
RICK DAVENPORT O'BRIEN
and WILLIAM WOODHALL
and sealed with their seals
for and on behalf of LA-
PORTE INDUSTRIES LIM-
ITED in the presence of—

(sgn.) P. D. O'Brien.
CHAIRMAN & MANAGING
DIRECTOR
(sgn.) W. Woodhall
DIRECTOR

(sgn.) Arthur F. Watts

Attorney General
Perth.