

**OIL REFINERY INDUSTRY (ANGLO-
IRANIAN OIL COMPANY LIMITED).**

1° Elizabeth II., No. I.

No. 1 of 1952.

AN ACT to Approve, Ratify and Confirm an Agreement relating to the Establishment and Working of an Oil Refinery in the State; to enable the Carrying Out of the Agreement; and for other and incidental purposes.

[Assented to 27th March, 1952.]

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:—

Short title.

1. This Act may be cited as the *Oil Refinery Industry (Anglo-Iranian Oil Company Limited) Act, 1952.*

2. In this Act, unless the context requires otherwise, the expression—

Interpretation.

“Agreement” means the Agreement between the State and the Company approved, ratified and confirmed by this Act as the Agreement subsists from time to time;

“Company” means the Anglo-Iranian Oil Company Limited, and includes its successors and assigns;

“refinery” and “refinery site” have the same meanings respectively as in the Agreement.

3. (1) The Agreement entered into by the Treasurer for and on behalf of the State with the Company and executed on the third day of March, one thousand nine hundred and fifty-two, a copy of which is set forth in the Schedule to this Act, is approved, ratified and confirmed.

Approval, ratification, and confirmation of agreement.

The Schedule.

(2) Notwithstanding the provisions of any other Act, the provisions of clauses one, three, four and five of the Agreement shall have effect as if the same were repeated in and enacted by this Act, and for such purpose clause five of the Agreement shall be read and construed as if the words “It is hereby mutually agreed as follows” in line one of the clause were omitted therefrom.

Agreement to have statutory force.

(3) Without limiting the generality of the provisions of subsection (2) of this section, all other Acts, and also all present and future regulations, by-laws, rules, orders and proclamations made and notices given under other Acts are, by force of this subsection, waived, suspended or otherwise modified to the extent necessary to give effect to the Agreement, or to ensure that all rights, powers, authorities, discretions and exemptions thereunder may be fully exercised and enjoyed.

Modification of other Acts.

4. (1) Such land as is, in the opinion of the Treasurer, required to enable the carrying out of the obligations of the State, but which is not authorised to be set apart, taken or resumed as for a public work, in fact, pursuant to the provisions of the

Power to acquire and deal with land.

Public Works Act, 1902-1950, may be set apart, taken or resumed pursuant to those provisions in all respects as if the land were required, in fact, for a public work and may, when so set apart, taken or resumed, be used and disposed of in accordance with the provisions of the Agreement.

(2) The provisions of the *Public Works Act, 1902-1950*, apply in all respects as if the land were required for a public work authorised pursuant to the provisions of that Act.

(3) This section does not affect the provisions of the *Public Works Act, 1902-1950*, insofar as those provisions are applicable in respect of so much of the land as is so required, in fact, for public works.

Appropriation.

5. Such sums as are necessary for the carrying out by the State of its obligations under the Agreement, and for exercising the powers and authorities conferred upon the Treasurer by this Act, shall be paid from moneys to be provided for the purpose by Parliament.

Authority to purchase and sell electricity undertaking.

6. (1) To facilitate the carrying out of the provisions of the Agreement, and to enable the State to carry out its obligations under the Agreement, the State Electricity Commission of Western Australia may purchase from The Fremantle Municipal Tramways and Electric Lighting Board, which may sell to the Commission, upon such terms and conditions as the Commission and the Board agree, the electricity undertaking controlled and managed by the Board under the provisions of the *Fremantle Municipal Tramways and Electric Lighting Act, 1903-1946*.

(2) In this section, the expression "undertaking" has the same meaning as in paragraph (b) of the interpretation "Undertaking" in section seven of the *State Electricity Commission Act, 1945*.

Restrictions on use of wharves, etc.

7. (1) No person, except a person authorised to do so by or under an Act or under subsection (2) of this section, shall enter or remain on or use—
any wharf, jetty, landing place, berth, waters, or shore,

referred to in subclause (b) of clause four of the Agreement.

Penalty—Fifty pounds or imprisonment for one month.

(2) The Company may authorise, with or without limitations or conditions, any person to enter, or remain on, or use such wharf, jetty, landing place, berth, waters or shore and may at any time revoke or vary the authorisation.

THE SCHEDULE.

S. 3 (1).

AN AGREEMENT under seal made the 3rd day of March, one thousand nine hundred and fifty-two, between The Honourable Duncan Ross McLarty, M.L.A., Premier and Treasurer of the State of Western Australia, acting for and on behalf of the said State and its instrumentalities (hereinafter referred to as "the State") of the one part, and Anglo-Iranian Oil Company Limited, a company incorporated in England, whose principal office is situate at Britannic House, Finsbury Circus, in the City of London (hereinafter with its successors and assigns referred to as "the Company") of the other part: Witnesseth:—

1. In this Agreement, except where the context otherwise requires, the following terms have the following meanings—

"commencing date" means the date or the substituted date, as the case may be, referred to in clause three, subclause (d) hereof;

"construction camp" means the living quarters referred to in clause three, subclause (c) hereof;

"cost" for the purposes of clause three, subclauses (e), (f) and (g) of this Agreement means the expenditure incurred in carrying out the obligations of the State with respect to the dredging of a channel pursuant to clause four, subclause (m) hereof, and includes all payments to contractors and all departmental and other administrative costs of and incidental to the dredging operations, and to the provision of navigation lighting equipment, buoys,

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moorings, beacons, dolphins, and other aids relating to the use of the channel, but excludes all maintenance costs in respect of any of the matters aforesaid;

"full production" shall be deemed to be reached by the Company under this Agreement at the expiration of the first period of three months in which the intake totals 750,000 tons, or at the end of five years after the commencing date, whichever shall first occur;

"intake" means the quantity of petroleum received into the refinery from tankers;

"month" means calendar month;

"person" and "persons" includes the other of such words and also a body corporate and corporations;

"petroleum" means mineral oils and other hydrocarbons of any description or source, crude or refined, including, without limiting the generality of the foregoing, all products obtained from these substances and mixtures of these substances or their products with other substances;

"refinery" means the oil refinery to be constructed and established on the refinery site pursuant to this agreement;

"refinery site" means the whole of the land referred to in clause three subclause (a) hereof.

2. This Agreement is made subject to approval and ratification by the Parliament of Western Australia expressed in an Act to be passed before the 1st day of May, 1952. If the Act is not so passed this Agreement shall not operate and neither of the parties hereto will have any claim against the other with respect to anything arising out of this Agreement.

3. The Company shall—

- (a) on or with all reasonable despatch after the commencing date and subject to the progressive performance by the State of its obligations under this Agreement, commence work on the construction and establishment and shall complete the construction and establishment of an oil refinery having a designed capacity of at least three million (3,000,000) tons of crude oil per annum on all those pieces of land being portion of Cockburn Sound Location 244, being the whole of the land comprised in Certificate of Title, Volume 641, Folium 78, and all that portion of Cockburn Sound Location 704 as is more particularly delineated and coloured pink

on the plan in the Schedule to this Agreement, being part of the land comprised in Certificate of Title Volume 973, Folium 23, and may thereafter maintain, operate and use such refinery and all additions and alterations thereto;

- (b) subject to the progressive performance by the State of its obligations under this Agreement after the commencing date, continue with all reasonable diligence, and in proper manner, and at its own cost and expense, in all things to erect and establish on the shore of the refinery site and immediately seaward from such shore, such wharves, jetties, landing places, and berths as the Company may reasonably require for the purposes of the establishment and carrying on of the refinery, and may thereafter maintain, operate, and use such wharves, jetties, landing places, and berths, together with all additions and alterations thereto;
- (c) establish and erect at its own cost and expense in all things, buildings and erections on the land hereinafter mentioned, to be leased by the State to the Company for the purposes of the establishment of a construction camp by the Company as living quarters for persons employed or engaged on the construction or establishment of the refinery;
- (d) when ready, notify the State in writing of the date upon which it intends to commence work on the refinery site or on the area of the construction camp for the construction and establishment of the refinery pursuant to this Agreement: Provided expressly that in no circumstances will the Company give such notification unless and until matters now under discussion between Commonwealth authorities and the Company are settled to their mutual satisfaction. The parties hereto may agree in writing upon another date in substitution for the date so notified, whereupon for all the purposes of this Agreement the date so substituted shall be deemed to be the commencing date;
- (e) subject to the progressive performance by the State of its obligations under this Agreement, without delay, notify the State in writing of—
 - (i) the date on which the Company first receives petroleum into the refinery from a tanker;
 - (ii) the total intake in tons during the month in which such date occurs;
 - (iii) the total intake in tons during each succeeding month until the Company reaches full production; and

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(iv) the date on which the Company reaches full production—

and to give the State ample opportunities and facilities for ascertaining or verifying such dates and intake;

- (f) one year after the first day of July next following the date on which the Company reaches full production, and thereafter annually on the first day of July in each succeeding year during the term of this Agreement, pay to the State or to its written nominee an amount equal to a sum of six per centum of one-half of the cost as defined in clause one of this Agreement, calculated to the 30th day of June next before the due date of payment, or the sum of one hundred and twenty thousand pounds, whichever sum is the lesser;
- (g) until full production is reached and commencing on the first day of the month next following the date on which the Company first receives petroleum into the refinery from tankers, and thereafter until the first day of July next following the date on which the Company reaches full production, pay to the State monthly on the first day of each month such amount as bears the same proportion to the lesser sum referred to in subclause (f) of this clause as the intake for the preceding month in tons bears to 3,000,000 tons;
- (h) not use in the construction of the refinery any cement produced in the State but shall import all cement required for the purpose;
- (i) indemnify and keep indemnified the State against all actions, claims, costs and demands arising out of or in connection with the construction, maintenance, or use by the Company of the wharves, jetties, landing places, and berths referred to in clause three, subclause (b) of this Agreement, or of the use of the shore or the refinery site;
- (j) in the erection, equipment and operation of the refinery, comply with accepted modern refinery practice and the standards and specifications required in the construction and operation of refineries in Great Britain and the United States of America.

4. The State shall—

- (a) acquire, either privately or compulsorily, as for a public work under the *Public Works Act, 1902-1950*, and sell to the Company, which shall purchase for a total price not exceeding £750, an estate in fee simple in an area of land comprising seventy-five

acres and fronting a bitumen road, being the land coloured green on the plan (subject to survey) in the Schedule hereto, subject to the condition that the Company will use the area of land solely for the purposes of a residential area, social centre and recreation ground;

- (b) prohibit under penalty the use by unauthorised persons of the shore of the refinery site and the wharves, jetties, landing places and berths, and of the waters adjacent to such wharves, jetties, landing places and berths, and within fifty yards thereof in any direction, but so that such prohibition shall not apply to any waters north of the projection into the waters of Cockburn Sound of the northern boundary of the refinery site and south of a line running on a bearing 270° from the southern extremity of the refinery site;
- (c) within one month from the commencing date, lease to the Company upon such terms and conditions as may be agreed with the Company, during the period of the construction of the refinery, and for the purposes of the establishment of a construction camp as living quarters for persons employed or engaged on the construction or establishment of the refinery such land, whether Crown or alienated, within half a mile of the easterly boundary of the refinery site as may be agreed by the Company;
- (d) cancel by notice published in the *Gazette* any existing reserve howsoever classified, and acquire, either privately or compulsorily as for a public work under the *Public Works Act, 1902-1950*, any alienated land which the parties hereto may agree should be used for the purpose mentioned in the preceding subclause;
- (e) provide and supply at the cost of the Company, at rates according to the standard schedule rates of the State Electricity Commission of Western Australia from time to time prevailing, electricity to the outside of the buildings erected on any of the land referred to in subclause (c) of this clause;
- (f) provide and supply to the satisfaction of the Commissioner of Public Health of the State at reasonable cost to the Company, water and sanitary services in close proximity to the buildings erected on any of the land referred to in subclause (c) of this clause;
- (g) construct and maintain all necessary roads and footpaths within the area of the construction camp;

- (h) notwithstanding the provisions of the *Fremantle Tramways and Electric Lighting Act, 1903-1946*, or any other law within two and a half years from the commencing date, construct, or through the State Electricity Commission of Western Australia, cause to be constructed to an agreed point within the refinery site a high tension power supply system, but not including the transformers, and thereafter to supply the Company's reasonable requirements of electric power at rates not exceeding the Commission's standard scheduled rates from time to time prevailing. The Company shall advise in writing the Commission of its requirements at least twenty-four months in advance of the required date of supply of electric power, and the maximum quantity required by the Company shall not exceed 12,000 kilowatts. The Company shall be at liberty to generate at the refinery site the whole or any part of the electric power required by it;
- (i) within six months of the commencing date supply to the Company up to 1,000 kilowatts of electric power for its construction purposes at a location on the refinery site to be agreed between the parties hereto. Such power shall be supplied at 440 volt, 50 cycle, 3 phase, and at a cost in accordance with the schedule rates of the State Electricity Commission of Western Australia from time to time prevailing;
- (j) within three months of the commencing date subject to any necessary arrangements being made with the Commonwealth of Australia (the present owner of the refinery site) sell to the Company which shall purchase an estate in fee simple in the land comprised within the refinery site for a price equal to the total of the sums payable by the State for and in respect of the acquisition of the land by the State from the Commonwealth but not exceeding £80 per acre and at the request and cost of the Company execute all documents to enable the Company to become the registered proprietor of such land free from encumbrances;
- (k) within two months of the commencing date supply to the refinery site for construction purposes not less than 200,000 gallons per day of potable water at the ruling rates from time to time prevailing for excess water for industrial purposes supplied by the Metropolitan Water Supply, Sewerage and Drainage Department pursuant to the provisions of the Metropolitan Water Supply, Sewerage and Drainage Act, 1909-1951;
- (l) within six months of the commencing date make or support representations to the Commonwealth Government with a view to obtaining special quotas of migrant labour for the rapid construction and establishment of the refinery;

- (m) (i) subject to the progressive performance by the Company of its obligations under this Agreement within three years from the commencing date complete the dredging through the Parmelia and Success Banks in Cockburn Sound of a channel having a depth of 36 feet and a bottom width of 300 feet; within four years from the commencing date deepen the channel to a depth of 38 feet with a bottom width of 300 feet and within six years from the commencing date maintain the channel to a depth of 38 feet and increase its bottom width to 450 feet or alternatively if so required by the company at the time of giving notice of the commencing date within two and a half years from such date subject to the ability of the State to obtain a satisfactory contract for the performance thereof, complete the dredging as aforesaid to a depth of 34 feet with a bottom width of 400 feet within three and a half years to a depth of 36 feet with a bottom width of 450 feet and within four and a half years to a depth of 38 feet with a bottom width of 500 feet but if such alternative is required, and is provided the maximum annual payment referred to in clause three subclause (f) of this Agreement shall be £150,000 in lieu of £120,000 as therein mentioned;
- (ii) collaborate with the Company as to the terms and conditions of the dredging tenders and contracts and provide therein for damages to be paid by the Contractor in respect of failure to achieve any of the dredging requirements of the contract;
- (iii) not accept any tender or let any contract to any person save with the prior agreement of the Company;
- (iv) consult from time to time with the Company to consider the dredging progress and to decide whether and if so in what measure the various safeguards set out in the dredging contract should be applied or enforced;
- (v) in the event of damages being recovered from the dredging contractor in consequence of any breach of such contract, pay to the Company the damages recovered;
- (vi) after completion of the dredging, and subject to the compliance by the Company with the provisions of subclauses (f) and (g) of clause three of this Agreement, maintain the channel to at least the final depth and width required under this clause;

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- (n) (i) arrange for the building within two and one-half miles from the refinery site, and at such place or places, and of such standard designs of the State Housing Commission as may from time to time be agreed upon in writing with the Company, of at least 333 houses in each of the three years next following the commencing date;
- (ii) ensure that at least 100 of such houses shall be constructed in brick, of which at least 50 shall be completed within two years from the commencing date;
- (iii) let all such houses to the Company at reasonable rentals, and otherwise upon such terms and conditions as may be agreed from time to time by the parties hereto, but so that the period of letting in respect of any house shall be such period not exceeding five years from the date of its completion as the Company may require. The Company shall have an option of renewal upon the like terms (except the covenant as to an option of renewal) in respect of each house for a period not exceeding three years as the Company may by notice in writing give to the State at least three months prior to the expiration of the first mentioned term;
- (iv) ensure that any house so let to the Company shall be occupied by such persons as the Company thinks fit to facilitate the construction or operation of the refinery;
- (v) let the houses on the express condition that at the expiration of the tenancy of any house the Company shall, as soon as possible, place the same in proper order and condition in accordance with the provisions of the relative tenancy agreement, and thereafter the Company may nominate an employee of the Company to acquire such house, and the State shall then make available such house to such employee under the provisions of the *State Housing Act, 1946-1950*, and for the purposes of this paragraph any such employee of the Company shall be deemed to be a "worker" within the meaning of that Act;
- (vi) for the purposes mentioned in this clause, acquire the necessary land either privately or compulsorily as for a public work under the *Public Works Act, 1902-1950*, and in relation to such houses provide or cause to be provided roads, septic tanks, sewerage, fencing, and water and electricity services necessary for the reasonable occupancy of the houses;

- (o) within two and one-half years from the commencing date provide a supply of such quantity not exceeding three million gallons a day of potable water as the Company may from time to time reasonably require for the establishment and carrying on of the refinery. The Company shall pay to the State or its nominee for such water at the ruling rates from time to time for excess water for industrial purposes supplied by the Metropolitan Water Supply Sewerage and Drainage Department pursuant to the provisions of the *Metropolitan Water Supply Sewerage and Drainage Act, 1909-1951*. If the State shall sink a bore at or near the refinery site any water supplied direct from such bore to the Company shall be paid for by the Company at one-half of the rates abovementioned;
- (p) within twelve months from the commencing date but subject to the provisions of section ninety-six of the *Public Works Act, 1902-1950*, construct and thereafter maintain a railway to the refinery site from the existing railway at Woodman's Point, or from any other existing railway as the parties may agree, and further, at the request and cost of the Company, provide and lay internal railway lines on the refinery site as the Company may from time to time reasonably require;
- (q) construct, or through the Commissioner of Main Roads, cause to be constructed and maintained all necessary road diversions leading to the refinery site, and at the request and cost of the Company, construct and maintain all internal roads on the refinery site which may reasonably be required from time to time by the Company; further, within three years from the commencing date, at the election of the State, and at no expense to the Company, either improve the existing road or construct a new road between the refinery site and the oil tanks at Fremantle of The Commonwealth Oil Refineries Limited and of the Company so that such road will be capable of meeting the reasonable or agreed requirements of the Company in regard to the use of the Company's road oil tankers; and maintain such road accordingly;
- (r) undertake that notwithstanding the provisions of the *Fremantle Harbour Trust Act, 1902-1951*, but subject to the payment by the Company within two months after the respective due dates of payment of the amounts referred to in subclauses (f) and (g) of clause three of this Agreement, where the Company's wharves, jetties, landing places, or berths are used—
 - (i) by any vessel owned or chartered by the Company; or

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(ii) by tankers or other vessels bringing petroleum or equipment or materials for the construction, operation, or maintenance of the refinery; or

(iii) by tankers or vessels removing petroleum or surplus material or equipment from the refinery—

neither the State nor the Fremantle Harbour Trust Commissioners nor any other State authority shall make any charge to the Company or to any other person for such use, nor in respect of the following services, namely, entering into or departure from Cockburn Sound (including pilotage), and movements of the vessels or tankers within Cockburn Sound (excluding the Inner harbour of Fremantle and excluding tug hire). The provisions of section thirty-two of the last mentioned Act shall apply to any such vessel or tanker as though such vessel or tanker was liable to pay ordinary pilotage. It is further agreed that vessels or tankers other than the abovementioned which utilise the Company's wharves, jetties, landing places, or berths, for the purpose of bunkering or any other purpose than in this clause mentioned shall be charged for such use and any incidental services in connection therewith at a rate to be fixed by the Fremantle Harbour Trust Commissioners;

- (s) allow the Company to use the said wharves, jetties, landing places, and berths for receiving petroleum and any goods or commodities whatsoever for the refinery or required by the Company for use in connection therewith, or for the embarkation or disembarkation of personnel, or for the handling or distribution of any of its products; for the despatch therefrom of petroleum from the refinery or any cargoes, goods or commodities of the Company, and for the bunkering of vessels, but the Company shall not, save with the consent of the Fremantle Harbour Trust Commissioners, and on such terms and conditions as may then in writing be agreed, use, permit, or suffer to be used the wharves, jetties, landing places, and berths for any other purpose or by any other person;
- (t) for the purposes of subclauses (f) and (g) of clause three of this Agreement give to the Company ample opportunities and facilities for ascertaining or verifying the cost from time to time of the dredging work referred to in clause four, subclause (m) (i) of this agreement;
- (u) facilitate supplies of all materials required by the Company;

- (v) maintain as a reserve the present reserve, west of the existing bitumen road and being the land coloured yellow (subject to survey) in the plan in the Schedule to this Agreement.

5. It is hereby mutually agreed as follows—

- (a) that within a reasonable period after the completion of the construction of the refinery the Company may remove (making good any loss or damage occasioned thereby) and take away any fixtures or improvements effected or made by the Company to the land referred to in subclause (c) of clause four, or the Company may sell the same or any part thereof to the State or any other party for such price as the parties to the sale may agree upon;
- (b) that the Company may at any time and from time to time during the term of this Agreement, at its own cost, in all things erect, construct, lay down, establish, fix, maintain, and use pipes and all necessary incidental works for supplying and distributing petroleum from—
 - (i) the refinery to oil installations established or to be established at or in the vicinity of Fremantle;
 - (ii) installations established or to be established at Fremantle or in the vicinity thereof to installations established or to be established at or in the vicinity of Perth;
 - (iii) the refinery to installations established or to be established at or in the vicinity of Perth;
- (c) that the route to be followed by such pipes and the site of such works shall be as may be agreed from time to time between the parties hereto, and such route may be wholly or partly within the boundaries of any road;
- (d) that when any route or site referred to in subclause (c) of this clause has been agreed upon or determined by arbitration as in this Agreement provided, the State shall, at the request and cost of the Company (such cost to be the actual cost to the State), acquire either privately or compulsorily as for a public work under the *Public Works Act, 1902-1950*, any land reasonably required by the Company for the purposes of this clause, and the State shall convey and transfer the land to the Company, or grant appropriate rights or easements over the land, in order that the Company may exercise the rights granted to it under subclause (b) hereof;

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- (e) that the exercise by the Company of any of the powers granted to it under subclause (b) hereof and the opening, breaking-up, and interference with any street or railway and any sewer, drain, or tunnel within or under any street or railway shall be subject to the provisions so far as they are applicable of the *Anglo-Persian Oil Company Limited's (Private) Act, 1919*, except (without prejudicing or in any other way affecting the liability of the Company to make payment in lieu of rates in respect of mains, service pipes, and other works now existing and laid pursuant to the authority conferred by that Act) the Company shall not be liable or required to pay to the State or to any municipality or local authority any money for or in lieu of rates with respect to any pipes or land used for piping by the Company under this clause. The Company in exercising any of the powers set out in subclauses (b) or (f) hereof shall not have the right or power to lay down any pipes under any wharf other than the Company's wharves, except with the approval in writing of the Treasurer;
- (f) that subject to the approval of the Treasurer and on the conditions set out in subclauses (c), (d) and (e) (subject to the necessary adaptations being made) the Company may at any time and from time to time during the term of this Agreement, at its own cost, in all things erect, construct, lay down, establish, fix, maintain, and use pipes and all necessary incidental works for supplying and distributing petroleum from the refinery to installations established or to be established by the Company within an area having a radius of forty miles from the centre of the refinery site;
- (g) that the provisions of this Agreement do not affect or in any way prejudice the rights conferred on the Company under the provisions of the *Anglo-Persian Oil Company Limited's (Private) Act, 1919*;
- (h) that no State instrumentality or statutory authority shall take over the operation of or the possession of or acquire compulsorily for public purposes the refinery during the term of this Agreement. If the operation of the refinery or the refinery is taken over or taken possession of or acquired compulsorily for public purposes by the State or any State instrumentality or statutory authority after the expiration of this Agreement, just and reasonable compensation shall be paid by the State to the Company;

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- (i) that the Company may use sea water for refinery cooling purposes;
- (j) that in the erection of the construction camp and of all buildings and amenities to be used in connection therewith, the Company need not conform to any building regulations or by-laws, but such camp buildings and amenities shall comply with such directions in regard thereto as may from time to time be issued by the Commissioner of Public Health for the State;
- (k) that the Company shall have the right with the consent in writing of the State, to assign or otherwise dispose of this Agreement, or any interest herein, and such consent shall not be arbitrarily or unreasonably withheld; but such consent shall not be required in the case of an assignment to a company in which the Company holds more than thirty per centum of the shares;
- (l) that without affecting the liability of the Company to the State under the provisions of this Agreement, the Company shall have the right from time to time to entrust to third parties the carrying out of such portion of the operations authorised under this Agreement as it may consider expedient;
- (m) that the Company may use tugs for moving vessels within the harbour as defined in the *Fremantle Harbour Trust Act, 1902-1951*;
- (n) notwithstanding the provisions of any Act the valuation of the refinery site shall, for rating purposes, be on the unimproved value; but this subclause shall not apply to any part of the refinery site upon which a permanent residence is erected;
- (o) that any obligation under or provisions of this Agreement may from time to time be cancelled, added to, or varied by an agreement in writing to that effect signed by or on behalf of the parties hereto;
- (p) that any dispute or difference between the parties arising out of or in connection with this Agreement, or any variation thereof as provided in the next preceding subclause, or as to the construction of this Agreement, or such variation, or as to the rights, duties, or liabilities of either party thereunder, shall, in default of agreement between the parties, be referred to and settled by arbitration under the provisions of the *Arbitration Act, 1895*, and its amendments for the time being in force;
- (q) that this Agreement is 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

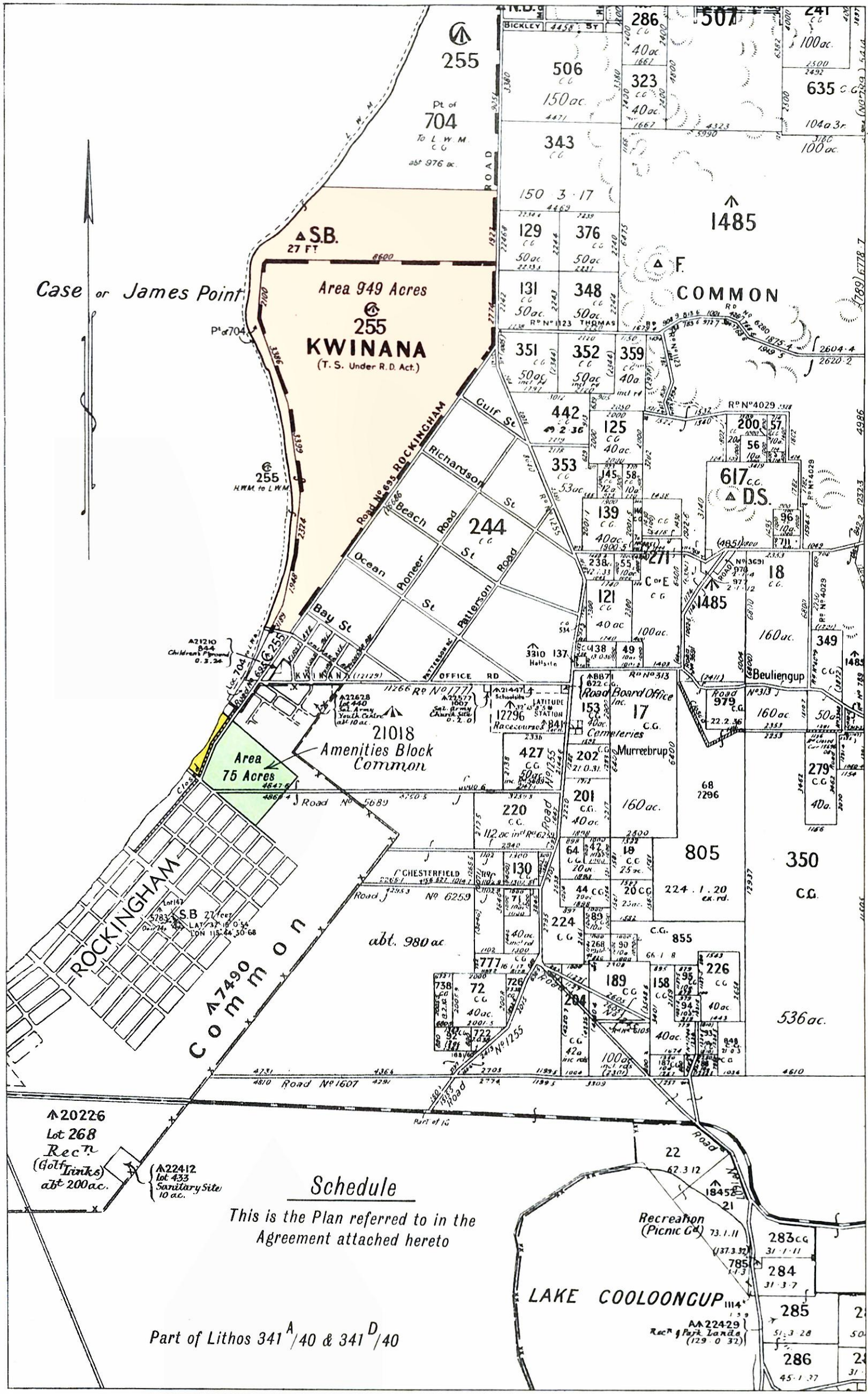
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party responsible for the performance of such obligations, including delays caused by or arising from act of God, act of war, force majeure, act of public enemies, strikes, lock-outs, stoppages, restraint of labour, or other similar acts, whether partial or general, shortage of essential materials, reasonable failure to secure or delays of contractors (particularly in relation to dredging operations under this Agreement), riots and civil commotion;

- (r) that this Agreement will be interpreted according to the laws for the time being in force in the State;
- (s) that any notice, consent, 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 Premier, the Minister for Works, or the Director of Works for the time being of the State, and forwarded by prepaid post to the Company at its registered office in the State, or at the refinery site; and by the Company if signed by the attorney, general manager, manager, or secretary of the Company in the State, and forwarded by prepaid post to the Premier, Minister for Works, or Director of Works of the State, and any such notice, consent, or writing shall be deemed to have been duly given or sent on the day on which it would be delivered in the ordinary course of post;
- (t) that this Agreement will expire on the first day of January, 2,000, unless the Company by notice in writing given to the State not later than the first day of January, 1996, requires the Agreement extended for such further period not exceeding twenty years as the Company may nominate in such notice, and the Agreement, save for the right of renewal, shall thereupon be extended accordingly.

THE SCHEDULE.

(Plan attached hereto.)



1952.] *Oil Refinery Industry (Anglo- [No. 1.
Iranian Oil Company Limited).*

In witness whereof the Honourable Duncan Ross McLarty has hereunto set his hand and seal, and Arthur Eric Courtney Drake, the attorney of the Company, has hereunto for and on behalf of the Company set his hand and seal the day and year first above written.

Signed, sealed and delivered by the Honourable Duncan Ross McLarty, in the presence of—	} ROSS McLARTY. [L.S.]
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D. Brand,
Minister for Works.

R. J. Dumas,
Co-ordinator of Works and Industries.

Sealed with the seal of Arthur Eric Courtney Drake, as Attorney for Anglo-Iranian Oil Com- pany Limited, and signed by him for and on behalf of the Anglo-Iranian Oil Company Limited, in the presence of—	} A. E. C. DRAKE. [L.S.]
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D. W. K. Barker.

P. Hackforth-Jones.
