

WESTERN AUSTRALIA

**IRON ORE (WITTENOOM)
AGREEMENT AMENDMENT
ACT 1992**

No. 41 of 1992

AN ACT to amend the *Iron Ore (Wittenoom) Agreement Act 1972*.

[Assented to 2 October 1992.]

The Parliament of Western Australia enacts as follows:

Short title

1. This Act may be cited as the *Iron Ore (Wittenoom) Agreement Amendment Act 1992*.

Commencement

2. This Act shall come into operation on the day on which it receives the Royal Assent.

Principal Act

3. In this Act the *Iron Ore (Wittenoom) Agreement Act 1972** is referred to as the principal Act.

[* *Act No. 38 of 1972.*]

Section 2 amended

4. Section 2 of the principal Act is amended —

- (a) in the definition of “the Agreement” by deleting “the Schedule to this Act” and substituting the following —

“ Schedule 1 ”;

- (b) by deleting the full stop at the end of the section and substituting a semi-colon; and

- (c) by inserting at the end of the section the following definition —

“ **“the Variation Agreement”** means the agreement a copy of which is set out in Schedule 2. ”.

Section 3A inserted

5. After section 3 of the principal Act the following section is inserted —

Variation Agreement

“ 3A. (1) The Variation Agreement is ratified and its implementation is authorized.

(2) Without limiting or otherwise affecting the application of the *Government Agreements Act 1979*, the Variation Agreement shall operate and take effect notwithstanding any other Act or law. ”.

Schedule amended

6. The Schedule to the principal Act is amended by deleting “SCHEDULE.” and substituting the following —

“ SCHEDULE 1 ”.

Schedule 2 added

7. After Schedule 1 to the principal Act the following Schedule is added —

“

SCHEDULE 2

THIS AGREEMENT is made this 20th day of May 1992

B E T W E E N :

THE HONOURABLE CARMEN MARY LAWRENCE,
B.Psych., Ph.D., M.L.A., Premier of the State of Western
Australia, acting for and on behalf of the said State and its
instrumentalities from time to time (hereinafter called "the
State") of the first part

HAMERSLEY IRON PTY. LIMITED A.C.N. 004 558 276
a company incorporated in Victoria and having its principal
office in the State of Western Australia at 13th Floor, 191
St. George's Terrace, Perth and **HAMERSLEY
RESOURCES LIMITED** A.C.N. 004 887 656 a company
incorporated in Victoria and having its principal office in
the State of Western Australia at 13th Floor, 191
St. George's 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 second part

AND

AUSTRALIAN MINING & SMELTING LIMITED
A.C.N. 004 896 726 a company incorporated in Victoria and
having its registered office at 31st Floor, 55 Collins Street,
Melbourne (hereinafter called "the Guarantor") of the third
part.

WHEREAS :

- (a) **THE HONOURABLE JOHN TREZISE TONKIN**,
M.L.A., Premier of the State of Western Australia,
acting for an on behalf of the said State and
Instrumentalities thereof of the one part entered into
an agreement dated the 10th day of March, 1972 with
HANCOCK PROSPECTING PTY. LTD. and
WRIGHT PROSPECTING PTY. LTD. of the other
part (which agreement was ratified by and is
scheduled to the Iron Ore (Wittenoom) Agreement

Act 1972 and is hereinafter referred to as "the 1972 Agreement");

- (b) by Deed of Assignment dated the 5th day of November, 1973 pursuant to the 1972 Agreement **HANCOCK PROSPECTING PTY. LTD.** and **WRIGHT PROSPECTING PTY. LTD.** assigned a 50% share in their right title and interest in and to the 1972 Agreement to **MARANDOO MINING CO. LTD.**, 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 under the provisions of the Companies Act 1961;
- (c) **MARANDOO MINING CO. LTD.** changed its name to **TEXASGULF MARANDOO LTD.** on the 20th day of December, 1974;
- (d) **HANCOCK PROSPECTING PTY. LTD.** changed its name to **HANCOCK PROSPECTING LIMITED** on the 8th day of April, 1976;
- (e) by Deed of Assignment dated the 29th day of December, 1976 pursuant to the 1972 Agreement **TEXASGULF MARANDOO LTD.** assigned all its right title and interest in and to the 1972 Agreement to **TEXASGULF AUSTRALIA LTD.**;
- (f) **HANCOCK PROSPECTING LIMITED** changed its name to **HANCOCK PROSPECTING PTY. LIMITED** on the 8th day of June, 1977;
- (g) the 1972 Agreement was in accordance with its provisions varied by agreement dated the 13th day of November, 1979 (which agreement is hereinafter included in the expression "the 1972 Agreement");
- (h) by Deed of Assignment dated the 27th day of February, 1981 **TEXASGULF AUSTRALIA LTD.** assigned all its right title and interest, inter alia, in and to the 1972 Agreement to **NEW BROKEN HILL CONSOLIDATED LIMITED**;

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- (i) by Deed of Covenant dated the 26th day of February, 1981 the Guarantor agreed with the State to guarantee the performance by **NEW BROKEN HILL CONSOLIDATED LIMITED** of its obligations under the 1972 Agreement;
- (j) the 1972 Agreement was in accordance with its provisions further varied by agreement dated the 15th day of September, 1982 and as so varied is hereinafter called "the Principal Agreement";
- (k) **NEW BROKEN HILL CONSOLIDATED LIMITED** changed its name to **A M & S MINING LIMITED** on the 27th day of November, 1986;
- (l) by an agreement dated the 18th day of October, 1990 and made between Hancock Prospecting Pty. Limited, Wright Prospecting Pty. Ltd., Hamersley Iron Pty. Limited, A M & S Mining Limited, Pilbara Port Railroad and Resource Company Limited and The Hancock Memorial Foundation Limited, Hancock Prospecting Pty. Limited and Wright Prospecting Pty. Ltd. assigned all their right title and interest in and to the Principal Agreement to Hamersley Iron Pty. Limited effective as from and including the 28th February, 1991;
- (m) **A M & S MINING LIMITED** changed its name to **HAMERSLEY RESOURCES LIMITED** on the 26th day of February, 1992; and
- (n) the parties wish to vary the Principal Agreement.

NOW THIS DEED WITNESSETH —

1. Subject to the context the words and expressions used in this Agreement have the same meanings as they have in and for the purpose of the Principal Agreement.
2. The State shall introduce and sponsor a Bill in the Parliament of Western Australia to ratify this

Agreement and endeavour to secure its passage as an Act.

3. The subsequent clauses of this Agreement shall not operate unless and until —
 - (a) the Bill to ratify this Agreement as referred to in clause 2 hereof is passed as an Act before the 31st day of December, 1992 or such later date if any as the parties hereto may mutually agree upon; and
 - (b) a Bill to ratify an agreement of even date herewith between the State of the one part and Hamersley Iron Pty. Limited of the other part is passed as an Act before the 31st day of December, 1992 or such later date if any as the parties hereto may mutually agree upon.

If the said Bills are not passed before that date or later date or dates (as the case may be) this Agreement will then cease and determine and none of the parties hereto will have any claim against any other of them with respect to any matter or thing arising out of done performed or omitted to be done or performed under this Agreement.

4. The Principal Agreement is hereby varied as follows:
 - (1) Clause 1 —
 - (a) by substituting for the plan marked "X" referred to in clause 1 of the Principal Agreement, the plan marked "Y" initialled by or on behalf of the parties hereto for the purposes of identification;
 - (b) in the definition of "export date", by deleting "export ore hereunder" in paragraph (b) and substituting the following —

"transport ore from the mineral lease";

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- (c) by substituting for the definition of
 "mining areas" the following definition —

 " "mining areas" means the areas
 delineated and coloured red on the
 plan marked "Y";".

- (2) By deleting sub-clause (1A) of clause 2.

- (3) Clause 2(1B) —

 by deleting "and under sub-clause (1A)".

- (4) Clause 8 —

- (a) subclause (1) paragraph (a) —

 by deleting "one hundred (100)" and
 substituting the following —

 "thirty-five (35)";

- (b) subclause (2) paragraph (a) —

 by deleting "Governor" and substituting
 the following —

 "Minister".

- (5) Clause 12 paragraph (b) —

 by deleting "Arbitration Act, 1895" and
 substituting the following —

 "Commercial Arbitration Act 1985 (and
 notwithstanding section 20(1) of that Act a
 party may be represented before the arbitrator
 by a duly qualified legal practitioner or other
 representative)".

- (6) By deleting clause 18.

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(7) Clause 39 —

by deleting "Arbitration Act, 1895" and
substituting the following —

"Commercial Arbitration Act 1985 (and
notwithstanding section 20(1) of that Act a
party may be represented before the arbitrators
by a duly qualified legal practitioner or other
representative)".

4. The Guarantor consents to this Agreement.

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

SIGNED by the said)	
THE HONOURABLE CARMEN)	CARMEN
MARY LAWRENCE in the)	LAWRENCE
presence of :)	

I. TAYLOR,
MINISTER FOR STATE DEVELOPMENT

THE COMMON SEAL of)	
HAMERSLEY IRON PTY.)	
LIMITED was hereunto)	
affixed by authority of)	
the Directors in the)	
presence of:)	

I. J. WILLIAMS, Director

G. B. BABON, Secretary

