

NORTHERN DEVELOPMENTS PTY. LIMITED AGREEMENT.

No. 49 of 1978.

AN ACT to amend the Northern Developments Pty.
Limited Agreement Act, 1969.

[Assented to 29th August, 1978.]

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 *Northern Developments Pty. Limited Agreement Act Amendment Act, 1978.* Short title and citation.

(2) In this Act the Northern Developments Pty. Limited Agreement Act, 1969 is referred to as the principal Act. Act No. 41 of 1969 as amended by Act No. 97 of 1969.

(3) The principal Act as amended by this Act may be cited as the Northern Developments Pty. Limited Agreement Act, 1969-1978.

Amendment
to s.2
(Interpre-
tation).

2. Section 2 of the principal Act is amended—
- (a) by inserting immediately before the word “Schedule”, in line three, the word “First”; and
 - (b) by adding after the word “Act” being the last word in the section a passage as follows—
”;
“the second variation agreement” means the agreement a copy of which is set forth in the Third Schedule to this Act” .

Section 3B
added.

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

Second
variation
agreement
approved.

- 3B. The second variation agreement is approved. .

Third
Schedule
added.

4. The principal Act is amended by adding at the end thereof, the following Schedule—

THIRD SCHEDULE

S.2.

THIS AGREEMENT made this 3rd day of May, 1978 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 said State and its instrumentalities from time to time (hereinafter called “the State”) of the one part and NORTHERN DEVELOPMENTS PTY. LIMITED a company duly incorporated in the State of New South Wales and having its registered office in the State of Western Australia at 160 Stirling Highway, Claremont (hereinafter called “the Company” which expression where the context permits shall include its successors and permitted assigns) of the other part.

WHEREAS:—

- (a) The parties are the parties to the agreement between them defined in section 2 of the Northern Developments Pty. Limited Agreement Act, 1969 (which agreement is hereinafter referred to as “the principal agreement”).
- (b) The parties desire to amend the principal agreement.

NOW THIS AGREEMENT WITNESSETH

1. The principal agreement is hereby varied as follows—

- (1) Clause 1 is amended as to subclause (2) by substituting for the definition of “parcel” the following definition—

“parcel” means an area of land, to be approved by the Minister, comprised within the subject land and which includes not more than 10 000 acres of irrigable land;

- (2) Clause 7 is amended as to paragraph (a) of subclause (2) by inserting before the word “within” in line one, the passage “unless the Minister otherwise determines,”;

- (3) Clause 18 is amended as to subclause (1)—

(a) by deleting the word “and” at the end of paragraph (i);

(b) by substituting for paragraph (ii) the following paragraph—

(ii) at such price per acre as the Minister determines for the second parcel but not exceeding TEN DOLLARS (\$10) per acre for the first 5,000 acres and not exceeding TWENTY DOLLARS (\$20) per acre for the balance of the land comprised in that parcel; and;

and

(c) by adding after paragraph (ii) the following paragraph as paragraph (iii)—

(iii) at such price per acre as the Minister determines for the remaining parcels but not exceeding TWENTY DOLLARS (\$20) per acre and subject to the provisions of the next succeeding subclause.

- (4) By adding after Clause 18 the following clause as Clause 18A—

18A (1) Notwithstanding anything contained in the Agreement, the land shaded blue on the plan marked “C” (initialled by or on behalf of the parties hereto for the purposes of identification), shall for the purposes of the Agreement be deemed to be “the first parcel” and the Company shall be deemed to have observed performed and complied with all the terms and conditions on its part contained in the Agreement in respect of that parcel.

- (2) The Company shall on written application to the Minister not later than 31st December, 1978, or such further time as the Minister may approve, and on payment of the costs of survey and of the purchase price calculated in accordance with the provisions of Clause 18 (1) (i) of the Agreement and of the sum of ONE THOUSAND, ONE HUNDRED DOLLARS (\$1 100) in lieu of license fees, be entitled to a Crown Grant in respect of such land and, subject to this Clause, in accordance with the provisions of Clause 18 (1) of the Agreement.

IN WITNESS WHEREOF this Agreement has been executed the day and year first hereinbefore written.

Signed by the said the Honourable }
Sir Charles Walter Michael Court, } CHARLES COURT
O.B.E., M.L.A. in the presence }
of—

JUNE CRAIG
Minister for Lands

The Common Seal of Northern }
Developments Pty. Limited was } (C.S.)
hereunto affixed in the presence }
of—

JACK M. FLETCHER
Director
DEREK R. FICKLING
Secretary
