

BROKEN HILL PROPRIETARY COMPANY'S INTEGRATED STEEL WORKS AGREEMENT.

No. 47 of 1973.

AN ACT to amend the Broken Hill Proprietary Company's Integrated Steel Works Agreement Act, 1960.

[Assented to 6th November, 1973.]

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 *Broken Hill Proprietary Company's Integrated Steel Works Agreement Act Amendment Act, 1973.* Short title and citation.

(2) In this Act the Broken Hill Proprietary Company's Integrated Steel Works Agreement Act, 1960 is referred to as the principal Act.

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(3) The principal Act as amended by this Act may be cited as the Broken Hill Proprietary Company's Integrated Steel Works Agreement Act, 1960-1973.

Section 3
amended.

2. Section 3 of the principal Act is amended—

- (a) by deleting the word "The" in line two of the interpretation "the Agreement" and substituting the words "the First";
- (b) by deleting the passage "Agreement." in line three of the interpretation "the State" and substituting the passage "Agreement as amended by the Variation Agreement;"; and
- (c) by adding at the end thereof the following interpretation—

"the Variation Agreement" means the agreement of which a copy is set out in the Second Schedule to this Act. .

Section 4
amended.

3. Section 4 of the principal Act is amended—

- (a) by adding after the word "Agreement" in line two of subsection (2) the words "as amended by the Variation Agreement"; and
- (b) by adding after the word "Agreement" in the penultimate line of subsection (3) the words "as amended by the Variation Agreement".

Section 4A
added.

4. The principal Act is amended by adding after section 4 the following section—

Ratification
of Variation
Agreement.

4A. The Variation Agreement is hereby ratified and approved. .

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5. Section 6 of the principal Act is amended by adding after the word "Agreement" where it occurs—

Section 6
amended.

(a) in line three;

(b) in line five; and

(c) in line eight,

the words "as amended by the Variation Agreement" in each case.

6. The heading to the Schedule to the principal Act is deleted and the following headings substituted—

Schedule
amended.

THE SCHEDULES.

FIRST SCHEDULE. .

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

Second
Schedule
added.

SECOND SCHEDULE.

AN AGREEMENT made the 23rd day of May 1973 BETWEEN THE HONOURABLE JOHN TREZISE TONKIN M.L.A., PREMIER 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 first part THE BROKEN HILL PROPRIETARY COMPANY LIMITED a company duly incorporated under the Companies Statutes of the State of Victoria and having its registered office in the State of Western Australia at 37 Saint George's Terrace Perth (hereinafter referred to as "the Company" which term shall include its successors and permitted assigns) of the second part and DAMPIER MINING COMPANY LIMITED a company incorporated under the Companies Act of the State of Western Australia and having its registered office at 37 Saint George's Terrace Perth (hereinafter referred to as "the Lessee" which term shall include its successors and permitted assigns) of the third part.

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WHEREAS:

- (a) The State and the Company are parties to the agreement between them defined in Section 3 of the Broken Hill Proprietary Company's Integrated Steel Works Agreement Act 1960 (which agreement is hereinafter referred to as "the principal Agreement").
- (b) Pursuant to Clause 7 of the principal Agreement the Company was granted mineral lease No. 2SA dated the 16th day of January 1962 (hereinafter referred to as "the mineral lease").
- (c) By deed of assignment dated the 11th day of October 1966 the Company assigned all its right, title, and interest, in the mineral lease to the Lessee.
- (d) The Lessee desires to include additional land in the mineral lease.

NOW THIS AGREEMENT WITNESSETH:

1. Words and phrases to which meanings are given under Clause 2 of the principal Agreement (other than words and phrases to which meanings are given in this Agreement) shall have the same respective meanings in this Agreement as are given to them in Clause 2 of the principal Agreement.

2. (1) The provisions of this Agreement other than Clause 3 shall not come into operation until the Bill referred to in that Clause has been passed by the Parliament of Western Australia and comes into operation as an Act.

(2) If the said Bill is not passed this Agreement will then cease and determine and neither of the parties will have any claim against the 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.

(3) On the said Bill commencing to operate as an Act all the provisions of this Agreement shall operate and take effect notwithstanding the provisions of any Act or law.

3. 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 prior to the 31st day of December 1973.

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4. On the Bill referred to in Clause 2 of this Agreement commencing to operate as an Act, the land comprised in Temporary Reserve No. 2045H (hereinafter referred to as "the additional land") shall be included in the leased areas the subject of the mineral lease—notwithstanding that the survey of the additional land has not been completed (but subject to correction to accord with the survey when made) and shall, subject to the provisions of this Agreement, be held by the Company upon and subject to the same terms covenants and conditions as apply to the original total area of the leased areas.

5. The principal Agreement is hereby amended as follows—

(1) by substituting for subclause (10) of Clause 7 the following—

"(10) (a) Commencing on and accruing from the 1st day of January 1973 the Company shall pay to the State by way of rent for the mineral lease, during the Company's tenure of the mineral lease the annual sum of five thousand six hundred and sixty two dollars (\$5,662).

(b) The Company shall pay to the State within one month of this Agreement coming into operation the sum of one thousand one hundred and four dollars (\$1,104)."; and

(2) by substituting for the passage "4(1)" in the fourth line of subclause (1) of Clause 8 the passage "7(1)".

6. The Company shall when required by the State pay to the State the cost of survey of the additional land.

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

SIGNED by the said THE
HONOURABLE JOHN TREZISE
TONKIN, M.L.A. in the presence
of—

JOHN T. TONKIN.

H. E. GRAHAM,
Minister for Development
and Decentralisation.

DON MAY,
Minister for Mines.

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THE COMMON SEAL of THE
BROKEN HILL PROPRIETARY
COMPANY LIMITED was here-
unto affixed by authority of
the Board of Directors in the
presence of—

(C.S.)

K. A. AICKIN,
Director.

J. B. REID,
Director.

G. D. STEPHENSON,
Secretary.

THE COMMON SEAL OF
DAMPIER MINING COMPANY
LIMITED was hereunto affixed
by authority of the Board of
Directors in the presence of—

(C.S.)

K. A. AICKIN,
Director.

G. D. STEPHENSON,
Secretary.
