WESTERN AUSTRALIA.

# **EVAPORITES (LAKE MacLEOD)** AGREEMENT.

No. 29 of 1973.

## AN ACT to amend the Evaporites (Lake MacLeod) Agreement Act, 1967.

[Assented to 6th June, 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 Evaporites short title and citation. (Lake MacLeod) Agreement Act Amendment Act, 1973.

(2) In this Act the Evaporites (Lake MacLeod) Agreement Act, 1967, is referred to as the principal Act.

(3) The principal Act as amended by this Act may be cited as the Evaporites (Lake MacLeod) Agreement Act, 1967-1973.

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Section 2 amended.

- 2. Section 2 of the principal Act is amended—
  - (a) by adding immediately before the word "Schedule" in line two of the interpretation "the Agreement", the word "First";
  - (b) by adding after the passage "provisions," in line four of the interpretation "the Agreement", the passage "or as ratified by Parliament,";
  - (c) by substituting for the passage "Agreement." in line two of the interpretation "the Company", the passage "Agreement;" : and
  - (d) 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 3A 3. The principal Act is amended by adding after section 3 a section as follows—

Ratification of Variation Agreement.

added.

3A. The Variation Agreement is ratified.

Schedule amended.

Second

Schedule added.

The heading to the Schedule to the principal 4. Act is deleted and the following headings substituted----

### THE SCHEDULES.

#### FIRST SCHEDULE.

The principal Act is amended by adding at the 5. end thereof the following schedule—

#### SECOND SCHEDULE.

AN AGREEMENT made the 15th day of November. One thousand nine hundred and seventy two BETWEEN THE HONOURABLE JOHN TREZISE TONKIN, M.L.A., THE PREMIER AND TREASURER OF THE STATE OF WESTERN AUSTRALIA acting for and on behalf of the said State and its instrumentalities (the State of Western Australia and its instrumentalities being hereinafter referred to as "the State") of the one part and Texada Mines Pty. Limited a company incorporated under the Companies Act 1961 of the State of Western Australia and having its registered office at 266 Hay Street Subjaco in the State of Western Australia (hereinafter referred to as "the Company") of the other part.

WHEREAS:

- (a) The parties to this Agreement are the parties to the agreement between them as defined in Section 2 of the Evaporites (Lake MacLeod) Agreement Act 1967 (which agreement is hereinafter referred to as "the principal Agreement")
- (b) The parties desire to vary the provisions of the principal Agreement.

#### NOW THIS AGREEMENT WITNESSETH:

1. In this Agreement, subject to the context words and phrases to which meanings are given under clause 1 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 1 of the principal Agreement.

2. (1) The provisions of this Agreement other than clause 3 and clause 4 (4) shall not come into operation until the Bill referred to in clause 3 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 shall then cease and determine and neither of the parties hereto shall 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.

(1) by adding after clause 6 a new clause 6A as follows-

- Additional 6A. Should the company at any time during the proposals. first ten years next following the commencement date desire to substantially modify expand or otherwise substantially vary its activities to produce products other than those specified in any approved proposals hereunder the Company shall give notice of such desire to the Minister and thereupon or within such time thereafter as the Minister shall fix shall submit to the Minister for approval detailed proposals to the fullest extent reasonably practicable in respect of all matters covered by such notice and such of the other matters mentioned in subclause (1) of clause 5 as the Minister may reasonably require. The provisions of clauses 5 and 6 shall mutatis mutandis apply to detailed proposals submitted pursuant to this subclause. :
  - (2) by deleting the word "and" in the last line of paragraph (g) of clause 9 (2);
  - (3) by substituting for the passage "prevailing." in the last line of paragraph (h) of clause 9 (2) the passage "prevailing;";
  - (4) by inserting after paragraph (h) of clause 9 (2) the following new paragraphs—
- Utilisation<br/>of brines<br/>and<br/>evaporites.(i) in respect of potash produced pursuant to<br/>this Agreement, ensure that the potassium<br/>content of the brine and evaporites pro-<br/>duced in on or under the land the sub-<br/>ject of the mineral lease is, as far as is<br/>practicable, fully utilised in the production<br/>of potash and/or other evaporites in<br/>accordance with its approved proposals;
  - (j) furnish to the Minister quarterly such reports as the Minister may reasonably require concerning the mining and utilisation of the brines in connection with the Company's operations hereunder; and
  - (k) limit its sales of common salt for delivery to Japan to 1,750,000 tons during each of the years ending 31st March, 1973, 1974 and 1975.
  - (5) by substituting for the passage "(8) (7) (a)" in line four of clause 10 (aa) the passage "8 (7) (a)"; and
  - (6) by adding to clause 17 of the principal Agreement after the word "shall" in line twenty the words "promptly give notice to the other party of the event or events and shall".

Reports.

4.

Limitation of salt exports.

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

SIGNED by the said THE HONOUR-ABLE JOHN TREZISE TONKIN, JOHN T. TONKIN. M.L.A. in the presence of-

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

THE COMMON SEAL OF TEXADA MINES PTY. LIMITED was hereunto affixed by the authority of the Directors and this instrument signed and countersigned by-

[C.S.]

Director ALLEN D. CHRISTENSEN.

Secretary RONALD F. SULLIVAN.