

## NORTHERN DEVELOPMENTS PTY. LIMITED AGREEMENT.

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No. 97 of 1969.

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

[Assented to 17th November, 1969.]

**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  
and citation.

1. (1) This Act may be cited as the *Northern Developments Pty. Limited Agreement Act Amendment Act, 1969.*

Act No. 41  
of 1969.

(2) In this Act the Northern Developments Pty. Limited Agreement Act, 1969 is referred to as the principal Act.

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

2. Section 2 of the principal Act is amended by adding after the word "time" being the last word in the interpretation "the Agreement" a passage as follows—

Amendment to s. 2. (Interpretation.)

“;

“the variation agreement” means the agreement a copy of which is set forth in the Second Schedule to this Act”.

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

S. 3A added.

3A. The variation agreement is approved.

Variation agreement approved.

4. The heading "SCHEDULE" to the principal Act is deleted and the following headings are substituted—

Heading amended.

THE SCHEDULES.

FIRST SCHEDULE.

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

Second Schedule added.

S. 2.

## SECOND SCHEDULE.

THIS AGREEMENT made the twentieth day of October One thousand nine hundred and sixty nine BETWEEN THE HONOURABLE SIR DAVID BRAND, K.C.M.G., M.L.A., Premier and Treasurer 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 the Third Floor Pastoral House, Saint George's Terrace, Perth (hereinafter called "the Company" which expression where the context permits shall include its successors and permitted assigns) of the other part.

WHEREAS the parties are the parties to and desire to amend the agreement between them defined in section 2 of the Northern Developments Pty. Limited Agreement Act 1969 of The State of Western Australia (which agreement is hereinafter referred to as "the principal agreement").

NOW THIS AGREEMENT WITNESSETH—

1. Subject to the context the words and expressions used in this Agreement have the same meanings respectively as they have in and for the purposes of the principal agreement.

2. The provisions of this Agreement shall not come into operation unless and until approved by an operative Act of the Legislature of the State.

3. Clause 1 of the principal agreement is amended as to subclause (2)—

(a) by adding after the definition "Crown Grant" the following definition—

"irrigable land" means land which the Company proves to be capable of being irrigated at such time as adequate supplies of suitable water are available;

(b) by substituting for the definition "parcel" the following definition—

"parcel" means land comprised within the subject land and which includes an area of irrigable land not exceeding 10,000 acres;

(c) by substituting for the definition "subject land" the following definition—

"subject land" means land (subject to survey) located within the Camballin Area containing an area not greater than 55,000 acres and which includes not more than 50,000 acres of irrigable land;

4. The principal agreement is amended by adding after the word "rice" wherever it appears the words "grain sorghum".

5. Clause 4 of the principal agreement is deleted and replaced by the following clause—

(1) The Company shall be entitled to make application for a license in respect of—

(a) the first parcel within thirty days from the commencement date;

(b) the second and any subsequent parcel successively when the whole cultivable area of the immediately preceding parcel has been planted with rice grain sorghum or other approved crop whether in one or more seasons;

(2) Notwithstanding the provisions of subclause (1) of this clause the Company shall not be entitled to make application for a license for any parcel after the second parcel unless the Company at its own expense and in a proper and workmanlike manner to the satisfaction of the Minister and in accordance with plans and specifications approved by the Minister has first constructed a protective levee between the Fitzroy River and the irrigable land for the purpose of protecting the parcels to be developed progressively.

PROVIDED that the Minister may in his discretion waive any of the requirements of this clause.

6. Clause 6 of the principal agreement is amended by deleting the word "Second" in the last line of the clause.

7. Clause 7 of the principal agreement is amended by adding the following subclause—

(5) The Company shall set aside forthwith an area of at least 100 acres of the subject land and shall promptly commence and continue throughout the currency of this Agreement experimental work for the cultivation of rice and other crops on such land with

a view to promoting the successful growing thereof in the Camballin Area. The Company shall from time to time as required by the Minister keep the Minister fully informed in writing as to the progress and results of the experimental work.

8. Clause 8 of the principal agreement is amended as to subclause (1)—

by substituting for the words “the yearly rental of TWO HUNDRED DOLLARS (\$200)” the words “a yearly rental calculated at the rate of forty dollars (\$40) for every thousand acres or part thereof of land contained in the license”.

9. Clause 9 of the principal agreement is amended as to subclause (1)—

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

(b) by adding the following paragraph—

(c) the protective levee referred to in subclause (2) of clause 4 hereof from the date of its completion.

10. Clause 10 of the principal agreement is amended—

(a) as to subclause (3)—

by adding the following paragraph—

(c) inspecting and examining the operations of the Company hereunder;

(b) as to subclause (4)—

by adding the following proviso—

PROVIDED that the State shall install such gauging equipment as close as practicable to the boundary of each parcel;

(c) as to subclause (5)—

(i) by adding the words “by third parties” after the word “demands” in line 2;

(ii) by adding the words “protective levee” in line 5 before the words “and other works”;

## 11. The principal agreement is amended—

## (a) as to clause 18—

(i) by adding the words “excepting the associated depasturing of stock” after the word “purpose” in line 28;

(ii) by deleting the word “whatsoever” in line 29;

## (b) as to the license set out in the schedule thereto—

by adding the words “and for the associated depasturing of stock” after the words “Minister for Lands” in line 16;

## (c) as to clause 22—

(i) by deleting the word “and” first appearing in line 3 of subclause (2);

(ii) by adding the following proviso to subclause (2)—

PROVIDED that on application by the Company for a Crown Grant of any parcel or parcels the improvements, plant and equipment referred to in this subclause shall not be valued for the purposes of clause 18 hereof and the same improvements, plant and equipment shall pass to the Company free of cost upon the issue of the Crown Grant in respect of the parcel upon which the same improvements, plant and equipment are situated.

## 12. The principal agreement is amended by adding after clause 10 the following clause—

10A. The State may from time to time inspect and examine the operations of the Company hereunder and for this purpose may conduct tests and experiments on any parcel. If as a result of such investigations the Minister is of the opinion that any land is likely to be damaged or detrimentally affected by salinity as a result of the Company's operations the Company shall take such remedial measures as the Minister may determine.

No. 97.] *Northern Developments Pty.* [1969.  
*Limited Agreement.*

13. The principal agreement is amended by adding after clause 23 the following clause—

Immunity. 23A. The Company shall not bring any action suit claim demand or other proceeding against the State and its servants agents and contractors arising out of or in connection with any work carried out by the State and its servants agents and contractors pursuant to this Agreement or relating to its operations hereunder whether or not caused by the negligence of the State and its servants agents and contractors.

IN WITNESS whereof these presents have been executed the date and year first hereinbefore written.

SIGNED BY THE HONOUR-  
ABLE SIR DAVID BRAND,  
K.C.M.G., M.L.A., in the pre-  
sence of—

DAVID BRAND

STEWART BOVELL

THE COMMON SEAL of }  
NORTHERN DEVELOPMENTS }  
PTY. LIMITED was hereunto }  
affixed in the presence of— }

[C.S.]

J. B. ILBERY  
Director.

J. G. MEYER  
Secretary.

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