

## WESTERN AUSTRALIAN AGREEMENT (WILUNA GOLD MINES).

**No. 14 of 1930.**

An Act to ratify an Agreement entered into between the Commonwealth and the State of Western Australia granting financial assistance to that State and for other purposes.

[Assented to 18th July, 1930.]

**B**E it enacted by the King's Most Excellent Majesty, the Senate, Preamble. and the House of Representatives of the Commonwealth of Australia, for the purpose of appropriating the grant originated in the House of Representatives, as follows :—

1. This Act may be cited as the *Western Australian Agreement (Wiluna Gold Mines) Act 1930.* Short title.

2. The Agreement, a copy of which but not including the annexures thereto is contained in the Schedule to this Act, made on the twenty-first day of June One thousand nine hundred and thirty between the Commonwealth of Australia of the one part, and the State of Western Australia of the other part, whereby the Commonwealth agreed, as a measure of financial assistance to that State, to indemnify and keep indemnified that State and the Treasurer of that State against, and in respect of, any loss arising in such circumstances as are specified in the Agreement, is hereby ratified. Ratification of Agreement.

3. There shall be payable out of the Consolidated Revenue Fund, which is hereby appropriated accordingly, for the purpose of financial assistance to the State of Western Australia, such amount as is necessary to meet any liability of the Commonwealth arising under the Agreement referred to in the last preceding section. Appropriation.

### THE SCHEDULE.

THIS AGREEMENT made the twenty-first day of June One thousand nine hundred and thirty BETWEEN THE COMMONWEALTH OF AUSTRALIA (in this Agreement called "the Commonwealth") of the one part AND THE STATE OF WESTERN AUSTRALIA (in this Agreement called "the State") of the other part:

WHEREAS THE WILUNA GOLD MINES LIMITED a duly incorporated Company having its registered office and principal place of business situate at First Floor Rooms, 10, 11 and 12 of Victoria House Saint George's Terrace in the City of Perth

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in the said State (hereinafter referred to as "the Company") is the registered holder or entitled to be registered as holder under the *Mining Act* 1904 (State) of Gold Mining Leases Numbers 6<sup>s</sup> 7<sup>s</sup> 12<sup>s</sup> 119<sup>s</sup> 194<sup>s</sup> 262<sup>s</sup> 203<sup>s</sup> 264<sup>s</sup> 266<sup>s</sup> 271<sup>s</sup> 272<sup>s</sup> 276<sup>s</sup> 277<sup>s</sup> 278<sup>s</sup> 280<sup>s</sup> 281<sup>s</sup> 282<sup>s</sup> 283<sup>s</sup> 287<sup>s</sup> 389<sup>s</sup> 417<sup>s</sup> 418<sup>s</sup> 421<sup>s</sup> 415<sup>s</sup> 416<sup>s</sup> 365<sup>s</sup> 366<sup>s</sup> 395<sup>s</sup> 397<sup>s</sup> 400<sup>s</sup> 402<sup>s</sup> 403<sup>s</sup> 419<sup>s</sup> 398<sup>s</sup> 388<sup>s</sup> 392<sup>s</sup> (hereinafter called "the said Mines") situate at or near Wiluna in the East Murchison Goldfield in the said State and is the Owner of all and singular the buildings fixtures fittings machinery batteries plant cyanide treatment plant stores and chattels now in or about the said mines. AND WHEREAS the Company requiring further working capital for the development and equipment of the said mines has borrowed from the Midland Bank Limited whose registered office is at 27-32 Poultry in the City of London (hereinafter referred to as "the Bank") the sum of Three hundred thousand pounds (£300,000) for the purposes as aforesaid:

AND WHEREAS the Company has given to the Bank twelve Notes numbered one to twelve respectively and dated the tenth day of April One thousand nine hundred and thirty by each of which Notes the Company promises to pay to the Bank the sum of Twenty-five thousand pounds together with interest thereon at the rate of six per cent per annum as specified in the Note copies or partial copies of which Notes are annexed hereto;

AND WHEREAS the State has given to the Bank guarantees by endorsement on the said notes respectively for the due payment by the Company of the said Notes:

AND WHEREAS the Commonwealth is prepared subject to ratification by the Commonwealth Parliament to grant financial assistance to the State by way of an indemnity to the State against any loss which the State may suffer by reason of any payment made by the State under and in accordance with the said guarantees but so that any moneys that may become payable by the Commonwealth to the State in pursuance of such indemnity shall be paid to and received by the State as an addition to the special financial assistance granted to the State in recognition of disabilities suffered by the State under Federation:

AND WHEREAS the said The Wiluna Gold Mines Limited did on the seventeenth day of March 1930 execute in favour of the Treasurer a mortgage of its leases and a Bill of Sale of its chattels copies whereof are annexed hereto which Mortgage and Bill of Sale have been duly registered in accordance with the law of Western Australia NOW THEREFORE IT IS HEREBY AGREED by and between the said parties hereto as follows:—

1. THAT subject as hereinafter provided and in consideration of the premises and of the guarantees given by the Treasurer of the State as aforesaid the Commonwealth DOth HEREBY indemnify and will keep indemnified the State and the Treasurer of the State against and in respect of any loss which the State may suffer by reason of any payment made by the said Treasurer to the said Midland Bank Limited or other person or body under and in accordance with the said guarantee AND THAT the Commonwealth shall and will forthwith upon the receipt of a request in writing from the Treasurer of the State pay to the said Treasurer the amount of any loss which shall have been suffered by the State and the Treasurer as aforesaid and the moneys so paid by the Commonwealth shall be so paid to and received by the State as an addition to the special financial assistance granted to the State in recognition of disabilities suffered by the State under Federation PROVIDED ALWAYS however that the amount of the loss in respect of which the request for payment is made shall be verified by the certificate of the Auditor-General of the State which certificate shall be final and conclusive as to the amount of such loss AND PROVIDED FURTHER that no such request for payment shall be made by the State until such time as it shall have exercised all its rights powers authorities and remedies as Mortgagee and Grantee under the said Mortgage and Bill of Sale respectively against the said The Wiluna Gold Mines Limited and its undertaking and assets with the intent and for the purpose of recouping the State as far as possible the loss which it shall have suffered as aforesaid out of the undertaking and assets of the said Company before having recourse against the Commonwealth for indemnity in respect of such loss under the provisions of the present agreement in order that the liability of the Commonwealth to the State hereunder may be minimized:

2. THE State and the Treasurer of the State shall and will before making any request for payment by the Commonwealth hereunder use its best endeavours to recover from the said The Wiluna Gold Mines Limited payment of all moneys paid by the said Treasurer to the said Bank under and in accordance with the said Guarantees and failing such payment will in accordance with law exercise and enforce

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all its rights powers authorities and remedies as Mortgagee and Grantee under the said Mortgage and Bill of Sale respectively against the said Company its undertaking and assets with the intent and for the purpose of recouping itself as far as possible out of the undertaking and assets of the said Company and of minimizing the liability of the Commonwealth hereunder :

3. ANY request for payment hereunder shall be sufficient if made in writing signed by the Treasurer of the State and sent by post or delivered to the Treasurer of the Commonwealth at the offices of the Department of the Treasury Canberra in the Commonwealth.

4. IT IS EXPRESSLY AGREED AND DECLARED by and between the said parties hereto—

(a) that this Agreement and all and whatsoever is hereinbefore contained is conditional upon and subject to the ratification of this Agreement and the provisions thereof by the Commonwealth Parliament within twelve months from the date of this Agreement and that until such ratification as aforesaid the Agreement shall not in any manner whatsoever bind the parties hereto but immediately the same is ratified as aforesaid this Agreement and the provisions hereof shall be deemed to be of full force and virtue as from the date hereof ;

(b) that the Commonwealth as soon as reasonably may be after the execution of this Agreement will submit this Agreement to the Commonwealth Parliament for ratification by the same and will use its best endeavours to obtain such ratification.

IN WITNESS WHEREOF the Prime Minister of the Commonwealth of Australia and the Premier of the State of Western Australia have signed this Agreement for and on behalf of the Commonwealth and the State respectively on the day and year first hereinbefore written.

SIGNED by the PRIME MINISTER OF THE  
COMMONWEALTH OF AUSTRALIA for  
and on behalf of the said Common-  
wealth in the presence of—  
J. G. McLAREN.

J. H. SCULLIN.

SIGNED by the PREMIER OF THE STATE  
OF WESTERN AUSTRALIA for and  
on behalf of the said State in the  
presence of—  
GEO. W. SIMPSON.

JAMES MITCHELL.