

STD 120/88 V 1K 185
Exempt Section 80A Stamp Act 1921

[Signature]
for COMMISSIONER OF STATE TAXATION

STAMP
NO. 1200-026 NOV 1988

COPY

THIS LEASE is made the *29th* day of *November* One
Thousand Nine Hundred and Eighty Eight
B E T W E E N

THE ABORIGINAL LANDS TRUST a body corporate established
under the Aboriginal Affairs Planning Authority Act 1972
(hereinafter referred to as "the Act") and having its
office at 35 Havelock Street West Perth in the State of
Western Australia ("the Trust") of the first part

THE MINISTER FOR ABORIGINAL AFFAIRS ("the Minister") of the
second part

THE ABORIGINAL AFFAIRS PLANNING AUTHORITY a body corporate
established under the Act and having its office at 35
Havelock Street West Perth in the said State ("the
Authority") of the third part and

NGAANYATJARRA LAND COUNCIL (ABORIGINAL CORPORATION) an
association incorporated under the Aboriginal Councils and
Associations Act (Comm.) and having its official address at
3 Wilkinson Street, Alice Springs in the Northern Territory
of Australia ("the Council") of the fourth part.

WHEREAS:

- A. All that piece of land known as Reserve No. 17614
as described in Part I of the Schedule and
delineated on that plan hereto which is marked
"Annexure 1" ("Reserve No. 17614") and all that
piece of land known as Reserve No. 29452 as
described in Part II of the Schedule and delineated
on that plan hereto which is marked "Annexure 2"
("Reserve No. 29452") were as at 7th March 1973 and
have thereafter remained land to which Part III of
the Act applies.



DEPARTMENT W.A.

- B. Prior to 8th March 1973 Reserve No. 17614 and Reserve No. 29452 vested in the Authority by force of Section 27 of the Act.
- C. By a proclamation made on 8th March 1973 pursuant to Section 24 of the Act (and published in the Gazette on 23rd March 1973), on the request of the Authority, Reserve No. 17614 and Reserve No. 29452 were placed under the control and management of the Trust subject to the terms and conditions contained in that proclamation.
- D. By Orders in Council made by the Governor on 25th July 1973 pursuant to Section 33 of the Land Act 1933 (and published in the Gazette on 3rd August 1973), Reserve No. 17614 and Reserve No. 29452 were vested in the Trust in trust for the purpose of "Use and Benefit of Aborigines".
- E. By Orders in Council made by the Governor on 8th November 1988 pursuant to Section 34B of the Land Act 1933 (and published in the Gazette on 11th November 1988) the said Orders in Council dated 25th July 1973 were revoked.
- F. On 8th November 1988 pursuant to Section 37 of the Land Act 1933 (notice of which was published in the Gazette on 11th November 1988) the Governor changed the purpose of Reserve No. 24923 from "Use and Benefit of Aborigines" to "Use and Benefit of Aboriginal Inhabitants".
- G. By a proclamation made by the Governor on 8th November 1988 pursuant to Section 31 of the Land Act 1933 (and published in the Gazette on 11th November 1988), Reserve No. 17614 and Reserve 29452 were classified as of Class A.

- H. By Orders in Council made by the Governor on 8th November 1988 pursuant to Section 33(2) of the Land Act 1933 (and published in the Gazette on 11th November 1988) Reserve No. 17614 and Reserve No. 29452 vested in the Aboriginal Lands Trust for the purpose of "Use and Benefit of Aboriginal Inhabitants".
- I. By a proclamation made on 22nd November 1988 pursuant to Section 29 of the Act (and published in the Gazette on 25th November 1988) the said proclamation made on 11th July, 1973 was varied by revoking the placement of Reserve No. 24923 under the control and management of the Trust.
- J. All that piece of land which prior to 8th November 1988 comprised the whole of Reserve No. 21471 as described in Part III of the Schedule and delineated on that plan attached hereto which is marked "Annexure 3" ("former Reserve No. 21471") was as at 10th July 1973 and has thereafter remained land to which Part III of the Act applies.
- K. Prior to 11th July 1973 former Reserve No. 21471 vested in the Authority by force of Section 27 of the Act.
- L. By a proclamation made by the Governor on 11th July 1973 pursuant to Section 24 of the Act (and published in the Gazette on 17th August 1973), on the request of the Authority, former Reserve No. 21471 was placed under the control and management of the Trust subject to terms and conditions contained in that proclamation.
- M. By an Order in Council made by the Governor on 6th November 1973 pursuant to Section 33 of the Land Act 1933 (and published in the Gazette on 16th November 1973), former Reserve No. 21471 vested in the Trust in trust for the purpose of "Use and Benefit of Aborigines".

- N. By Order in Council made by the Governor on 8th November 1988 pursuant to Section 34B of the Land Act 1933 (and published in the Gazette on 11th November 1988) the said Order in Council dated 6th November 1973 was revoked.
- O. On 8th November 1988 pursuant to Section 37 of the Land Act 1933 (notice of which was published in the Gazette on 11th November 1988) the Governor amended the boundaries of Reserve No. 21471 by adding to that reserve Milyuga Location 11 and changed the purpose of Reserve No. 21471 to "Use and Benefit of Aboriginal Inhabitants".
- P. By a proclamation made by the Governor on 8th November 1988 pursuant to Section 31 of the Land Act 1933 (and published in the Gazette on 11th November 1988), Reserve No. 21471 as added to ("Reserve No. 21471") was classified as of Class A:
- Q. By an Order in Council made by the Governor on 8th November 1988 pursuant to Section 34B of the Land Act 1933 (and published in the Gazette on 11th November 1988) Reserve No. 21471 vested in the Aboriginal Lands Trust for the purpose of "Use and Benefit of Aboriginal Inhabitants".
- R. By a proclamation made on 22nd November 1988 pursuant to Section 29 of the Act (and published in the Gazette on 25th November 1988), the said proclamation made on 11th July 1973 was varied by revoking the placement of Reserve No. 21471 under the control and management of the Trust.
- S. Pursuant to the power granted to it by the said Orders in Council dated 8th November 1988 and referred to in Recitals H and Q, the Trust may, with the prior approval of the Minister under Section 20 (3) (c) of the Act and with the further approval of the Authority under Section 30 (c) of the Act, lease the whole or any portion of Reserve No. 17614, Reserve No. 29452 and Reserve No. 21471.

- T. The Council represents all persons having traditional association with the land.
- U. The objects and rules of the Council are attached hereto and marked "Annexure 4" ("the Constitution").
- V. Subject to the approval of the Minister the Trust has agreed to lease to the Council, which has agreed to take on lease, the land more particularly described in the Schedule hereto ("the land") in accordance with this lease for the purpose of use and benefit of Aboriginal inhabitants.
- W. The Trust, the Minister and the Authority are satisfied that this lease accords with the wishes of the Aboriginal inhabitants of the land and operates for their benefit.
- X. The Minister and the Authority have agreed to become parties to this lease inter alia for the purposes of -
- (i) endorsing their approval to the lease;
 - (ii) warranting the validity of certain of the Recitals hereto; and
 - (iii) confirming that this lease binds the Crown.
- Y. By the execution and operation of this lease or otherwise the parties intend that they shall not extinguish or in any way impair any traditional native title which exists or which may hereafter be found to exist at law in respect of the land or any part of it.

NOW THIS DEED OF LEASE WITNESSES AS FOLLOWS:

1. The Trust hereby leases to the Council the land subject to the provisions of this lease for a term of Ninety Nine Years commencing on the twenty-ninth day of November One Thousand Nine Hundred and Eighty Eight ("the term") for the yearly rent of ONE PEPPERCORN.

2. The Council hereby warrants to and covenants with and for the benefit of each of the other parties jointly and severally:
- (a) To pay the rent to the Trust, if demanded.
 - (b) At all times during the term to control, use and manage the land in accordance with the wishes of those persons having traditional association with the land and in particular for the use and benefit of Aboriginal inhabitants.
 - (c) That Recitals T and U to this lease are true and correct in every material particular.
 - (d) Save as provided in Clause 3,
 - (i) not to assign transfer mortgage charge sublet or part with the possession of the whole or any part of the land, and
 - (ii) not to grant any licence or easement whether exclusive or otherwise for the use of the land or any part thereof for all or any part of the term:
- AND the provisions of Sections 80 and 82 of the Property Law Act 1969 are hereby expressly excluded from this lease.
- (e) Not to amend the Constitution without first obtaining the consent of the Minister.
3. The Trust, the Minister and the Authority, hereby agree and confirm that the Council may, subject to Clause 2(b) of this lease -
- (a) with the consent of the Minister, assign this lease to an organisation comprised of all the persons having traditional association with the land;
 - (b) grant a sub-lease, licence or easement, for any period it thinks fit (not being greater than the term of this lease), in respect of any part of the land to a person having

- traditional association with the land or an organisation wholly comprised of such persons;
- (c) grant a sub-lease of the UAM Mission House land to United Aborigines' Mission for any period it thinks fit (not being greater than the term of this lease);
 - (d) grant a sub-lease, licence or easement, in respect of any part of the land to an agency or instrumentality of the Crown, whether in right of the State of Western Australia or in right of the Commonwealth of Australia or to a Shire Council (or other body established under the Local Government Act) for the area covering the whole or part of the land, for a period not exceeding fifty years (inclusive of any period obtainable at the option of that agency, instrumentality, Council or other body on the expiry of a previous period);
 - (e) grant a sub-lease, licence or easement, in respect of any part of the land to any other person or body of persons for a period not exceeding ten years (inclusive of any period obtainable at the option of that person or group of persons on the expiry of a previous period).

4. The Trust, the Minister and the Authority jointly and severally warrant to and covenant with the Council as follows:

- (a) that Recitals A to S to this lease are true and correct in every material particular;
- (b) that the proclamations, Orders in Council and notices referred to in Recitals F, G, H, I, O, P, Q, and R to this lease were made and have not been superseded as at the date hereof;

- (c) that before taking or causing to be taken any action preliminary to the making of a proclamation or Order in Council, or any other action, in relation to the land or any part of it, (without prejudice to any other right which the Council may have) the Trust, the Minister and the Authority shall where possible consult and have regard to the views of the Council in the matter and in the event that any party acts contrary to the views of the Council he shall forthwith give reasons therefor to the Council;
- (d) that the Council observing and performing the covenants and agreements on the Council's part contained in this lease shall peaceably hold and enjoy the land during the term hereof and may, subject to Clauses 5 and 6, control, use and manage the land for the use and benefit of the Aboriginal inhabitants of the land and in accordance with the wishes of those persons having traditional association with the land without any interruption or interference from the Trust, the Minister or the Authority or any person acting with the authority of any of them;
- (e) that the Trust may pursuant to Section 21A of the Act constitute by notice published in the Gazette the member of the Trust for the time being from the land the subject of this lease

its delegate for the purpose of exercising its powers in respect of the issue of entry authorities as referred to in that Section.

- (f) that, insofar as any rates, land tax or any similar tax or charge may be leviable on the land or any part thereof, the Trust shall pay and discharge the same and shall indemnify and keep indemnified the Council in respect thereof PROVIDED THAT this provision shall not apply in relation to any such rates, tax or charge levied on any part of the land occupied by a person or body corporate engaged in trade or business other than a trade or business carried on by or for the benefit of the Council or any other body corporate established for the advancement of persons having traditional association with the land the Rules of which preclude it from distributing profits to its members.
5. It is acknowledged that for as long as the procedures announced by the present Minister for Aboriginal Affairs in 1986 and entitled "Procedures for Applications for Entry onto Aboriginal Land for Mineral and Petroleum Exploration and Development Purposes" remain applicable, or are declared by the Minister to remain applicable, to all land to which Part III of the Act applies, the provisions of Clause 6 shall be in suspension and may not be enforced by any party, unless the Minister determines that the said procedures do not apply in relation to the land or fails to give effect to them in relation to the land.

6. The Minister and the Council (and the Trust and the Authority insofar as this Clause may affect either of them) hereby agree that in the event of the Minister's being consulted by the Minister for Mines (pursuant to Section 24 of the Mining Act 1978 or otherwise) in relation to an application for a mining tenement that relates to the land or any part of it or of an application being made for the grant of an authority in accordance with the Act to enter or remain in the land or part of it for the purpose of exploring for or exploiting any mineral or hydrocarbon resources, the following provisions shall (subject to Clause 5) apply, provided that they do not derogate from or fetter any statutory discretion or prerogative of the Minister as a Minister of the Crown:

- (1) The Minister shall as soon as practicable furnish to the Council for its consideration such information from the applicant in support of his application for a mining tenement as the Minister for Mines has provided to the Minister and such information as the applicant has provided to the Minister in support of his application for an entry authority.
- (2) At the request of the Council, the Minister shall seek to obtain from the applicant and furnish in writing to the Council such further information as the Council may reasonably require in relation to the application.

- (3) In relation to such an application, the Council may decide to-
- (a) give its approval thereto unconditionally;
 - (b) give its approval thereto subject to such conditions as it thinks fit;
- or
- (c) refuse to approve the said application.
- (4) The Council shall, upon making a decision under sub-clause (3), notify the applicant in writing of its decision and shall, within seven days of such notification, furnish the Minister with a copy of the notification.
- (5) Where the Council gives its approval to an application either unconditionally or subject to conditions that are acceptable to the applicant and to the Minister, then-
- (a) the Minister shall recommend to the Minister for Mines that the mining tenement be granted subject to those conditions (if any); and
 - (b) the Minister may grant an authority or permission under the Act to the applicant and the applicant's employees, agents or contractors to enter or remain on the land subject to those conditions (if any).
- (6) Where
- (a) the Council refuses to approve an application or gives its approval subject to conditions that are

unacceptable to the applicant or to the Minister; or

- (b) the applicant has not, at the expiration of one hundred and twenty days from the date of the Council's receiving all the information to be furnished in accordance with sub-clauses (2) and (3), received notice of a decision by the Council upon the application;

then

- (c) at the request of the applicant or of the Council, the Minister shall refer the application to an arbitrator and the provisions of sub-clauses (7) to (14) shall apply; or
- (d) (i) the Minister shall recommend to the Minister for Mines that the mining tenement not be granted; and
- (ii) neither the Minister nor the Authority nor the Trust shall grant an authority or permission under the Act to the applicant or the applicant's employees, agents or contractors to enter or remain on the land.
- (7) At least twenty-one days before an arbitrator is appointed pursuant to sub-clause (6), the Minister shall inform the Council of whom the Minister proposes to appoint and the Minister must consider any representations of the Council in relation to the proposed appointment.

- (8) The arbitrator shall comprise a committee of three persons consisting of a barrister or solicitor of at least ten (10) years standing, an Aboriginal representative and a representative of the mining or petroleum industry.
- (9) After hearing such evidence and submissions as -
- (a) the Council;
 - (b) the applicant;
 - (c) the Minister for Mines;
- and
- (d) the Minister
- may desire to make to the arbitrator and such other evidence and submissions as the arbitrator thinks fit to receive, the arbitrator shall make recommendations to the Minister as to -
- (e) whether the Minister should recommend to the Minister for Mines (in accordance with Section 24 of the Mining Act or otherwise) that the latter should refuse his consent to the grant of a mining tenement in relation to the land or part of it or should give his consent and, if so, as to the conditions upon which such consent should be given;
- and
- (f) whether an authority or permission under the Act should be granted to the applicant to enter or remain in the land or part of it for the purpose of

exploring for or exploiting mineral or hydrocarbon resources.

- (10) In arriving at a determination under paragraph (e) or (f) of sub-clause (9), the arbitrator shall have regard to -
- (a) the effect of the grant of the mining tenement and entry authority upon -
 - (i) the preservation and protection of the ways-of-life, culture and tradition of the persons having traditional association with the land;
 - (ii) the interests, proposals, options and wishes of the persons having traditional association with the land in relation to the management, use and control of the land;
 - (iii) the growth and development of social cultural and economic structures of the persons having traditional association with the land;
 - (iv) freedom of access to the land by persons having traditional association with the land and their freedom to carry out on the land rites, ceremonies and other activities in accordance with their traditions;
 - (b) the suitability of the applicant to carry out the proposed mining operations and the capacity of the

applicant in carrying out those operations to minimize disturbance to the land and to the persons having traditional association with the land;

(c) the preservation of the natural environment;

and

(d) the economic and other significance of the operations to the State of Western Australia and to Australia.

- (11) The arbitrator shall hear and determine the arbitration as expeditiously as possible.
- (12) Subject to this Clause, the arbitrator shall adopt such procedures in relation to the arbitration as the majority of the Committee comprising the arbitrator thinks fit.
- (13) The arbitrator may, if the arbitrator thinks fit, award against the applicant and in favour of the Council an amount which represents, in the arbitrator's opinion, the reasonable costs and expenses incurred by the Council in relation to the arbitration.
- (14) The Minister shall publish his decision and the recommendations of the arbitrator forthwith upon the making of his decision.

7. THE PARTIES AGREE:

- (a) (i) if the Council shall at any time fail to observe any of the provisions of Clause 2 of this lease;
- (ii) if the Council shall go into liquidation (other than a voluntary liquidation for the purpose of reconstruction); or

(iii) if the interest of the Council in this lease shall be taken in execution;

then and in any such case it shall be lawful for the Trust to terminate this lease forthwith without prejudice to any right of action or remedy of either party arising prior to termination PROVIDED THAT the Trust shall not be entitled to terminate this lease in the circumstances referred to in paragraph 7 (a) (i) unless and until it has first given the Council written notice specifying the breach complained of and the Council has failed to remedy that breach within six months of the date of the notice.

(b) Any notice or other document in writing required or permitted to be given pursuant to this lease may be duly served by the Trust, the Minister or the Authority to the Council or by the Council to the Trust, the Minister or the Authority if sent by pre-paid certified mail addressed to the Council, the Trust, the Minister or the Authority (as the case may be) at its or his official or registered address and, subject thereto, shall be considered to be received fourteen days after it was posted.

8. By their execution of this lease, the Minister and the Authority approve this lease for the purpose of Section 20 (3) (c) and 30 (c) of the Act.

9. This lease -
- (a) binds the Crown; and
 - (b) shall not, in its execution or operation, be construed or administered so as to extinguish or in any way impair any traditional native title which exists or which may hereafter be found to exist at law in respect of the land or any part of it.
10. If by reason of amendments to the Act or to any other enactment, the powers of the Minister, the Authority or the Trust are limited or restricted such that they or any of them may not comply with one or more of the provisions of this lease, then the Minister, the Authority or the Trust (as the case may be) shall, should it become necessary, prepare, or cause to be prepared, a Deed providing for some other Minister or statutory authority who or which has the necessary power, to comply with such provision or provisions and shall use their best endeavours to procure its execution by that Minister or statutory authority.
12. (a) In this lease, where the context so allows -
- (a) "Act" means (subject to paragraph (m) of this Clause) the Aboriginal Affairs Planning Authority Act 1972 and any regulations from time to time made thereunder;
 - (b) "the land" means all those pieces of land more particularly described in the Schedule hereto;
 - (c) "traditional native title" means any rights or interests, apart from any rights or interests held by virtue of this lease or any other grant of the Crown, held at law in the

land and its resources or any part thereof by an Aboriginal person or persons, such rights or interests arising by virtue of custom or by virtue of possession, occupation and/or use of the land or part thereof in accordance with Aboriginal traditions, customs and practices;

- (d) "person having traditional association with the land" means an Aboriginal person who has, in accordance with Aboriginal tradition, social, economic and spiritual affiliations with, and responsibilities for, the land or any part of it and extends to any person who holds or who may be found at law to hold traditional native title over the land or any part of it;
- (e) "Council" means Ngaanyatjarra Land Council (Aboriginal Corporation);
- (f) "Constitution" means the objects and rules of the Council as set out in the document attached hereto marked "Annexure 4";
- (g) "mining tenement" means a mining tenement for the purpose of the Mining Act 1978 or an exploration permit or production licence for the purpose of the Petroleum Act 1967;
- (h) "the Minister" means the Minister from time to time responsible for the administration of the Act;
- (i) "the Authority" means the Aboriginal Affairs Planning Authority and any body established by statute to assume the functions as set out in the Act of the Aboriginal Affairs Planning Authority or any of them;

- (j) "the Trust" means the Aboriginal Lands Trust and any body established by statute to assume the functions as set out in the Act of the Aboriginal Lands Trust or any of them;
 - (k) "UAN Mission House land" means all that land within Reserve No. 21471 shown edged red on that plan attached hereto which is marked "Annexure 5"
 - (l) words importing the singular number includes the plural and vice versa and words importing the masculine gender includes the feminine and neuter;
 - (m) any reference to an Act of Parliament or to a section of an Act of Parliament is to that Act or section as amended or re-enacted with or without modification from time to time.
- (2) This lease shall be read and construed subject to the Act and to other enactments from time to time in force and so as not to exceed or restrict any power or duty vested thereunder in any party to this lease or to purport to impose an obligation on any party hereto which is incompatible with the due exercise of his powers or the discharge of his duties under the Act or those enactments to the intent that -
- (a) Where this lease or any part thereof would, but for this clause, have been construed as being in excess of or a restriction of that power or duty or as purporting to impose an obligation which is incompatible as aforesaid, it shall nevertheless be valid to the extent to which it is not in excess of that power or does not purport to impose such an obligation; and
 - (b) Where the effect of severing the whole or any part of a clause or paragraph

of this lease would be to render the remainder of the lease or of that clause or paragraph valid, the whole or any part of that clause or paragraph so severed shall be treated as not forming part of this lease but so that any severance is limited to the extent possible so as not to render the said clause or paragraph or the remainder of this lease invalid and not to render it inconsistent with the objects and purposes of this lease.

THE SCHEDULE before referred to:

Part I

All that land being Milyuga Location 9 and known as Reserve No. 17614 as delineated on that plan hereto which is marked "Annexure 1".

Part II

All that land being the Milyuga Location 2 and known as Reserve No. 29452 as delineated on that plan hereto which is marked "Annexure 2".

Part III

All that land being Milyuga Locations 3 and 8 and forming part of Reserve No. 21471 (comprising that part which is herein referred to as "former Reserve No. 21471") as delineated on that plan hereto which is marked "Annexure 3".

IN WITNESS WHEREOF the parties hereto have executed this Deed of Lease in manner hereinafter appearing.

THE COMMON SEAL of the ABORIGINAL LANDS TRUST was hereunto affixed by authority of a resolution of the Trust in the presence of:

[Handwritten signature]



Chairman

Executive Officer

[Handwritten signature]

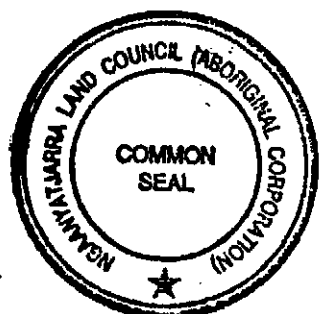
SIGNED SEALED AND DELIVERED by the Minister for Aboriginal Affairs in the presence of:

[Handwritten signature]
[Handwritten signature]

THE COMMON SEAL of the Aboriginal Affairs Planning Authority was hereunto affixed by the Honourable Ernest Francis Bridge J.P., M.L.A., the Minister for Aboriginal Affairs for the time being in the presence of:

[Handwritten signature]
[Handwritten signature]

THE COMMON SEAL of NGAANYATJARRA LAND (ABORIGINAL CORPORATION) was hereunto affixed by authority of a resolution of its Governing Committee in the presence of:



Chairman

[Handwritten signature]

Governing Committee member

Governing Committee member

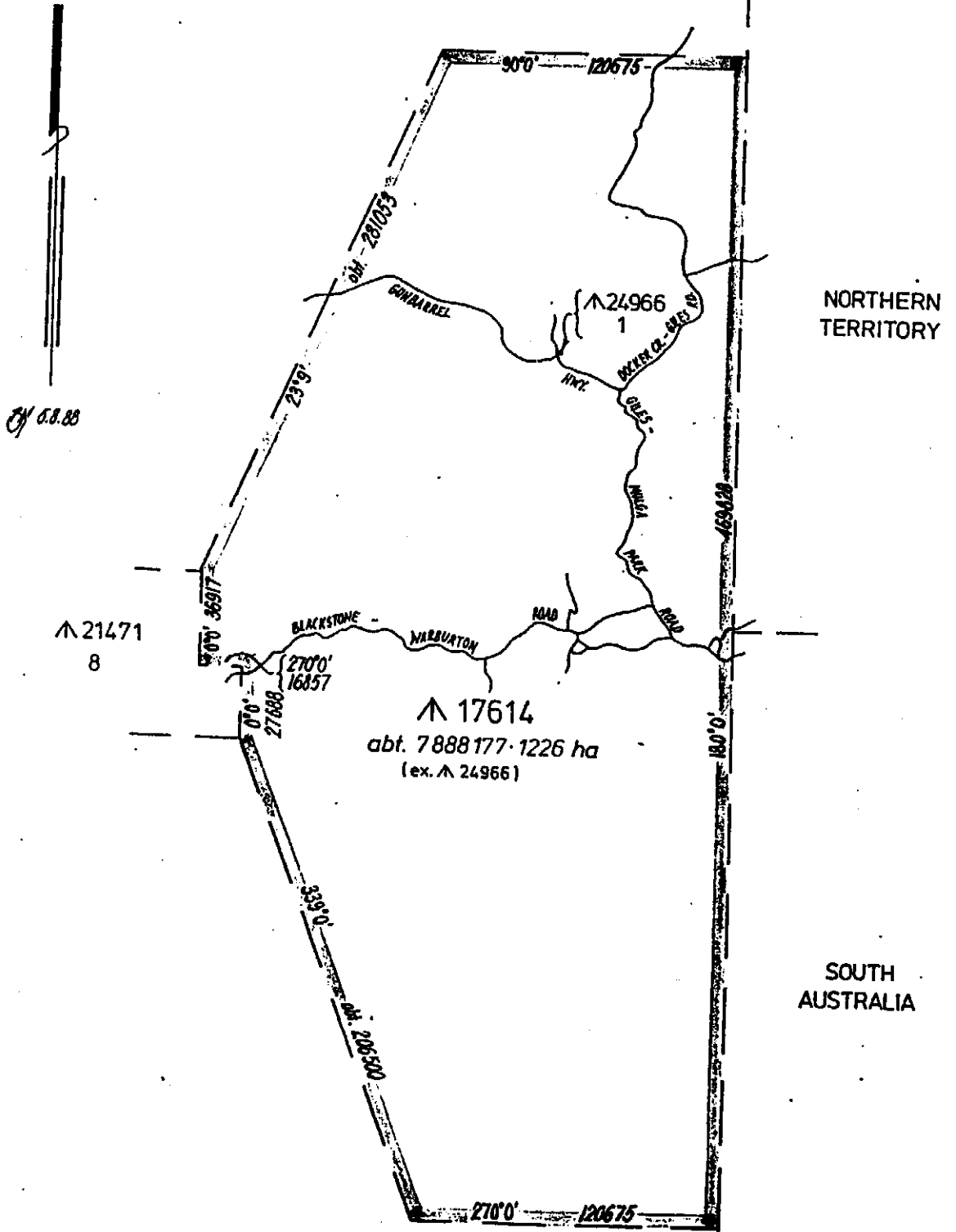
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EVAN SHEPHERD

CORR. 4616/914

PROPOSED LEASE MILYUGA LAND DISTRICT SCALE 1:2500000

PUBLIC PLANS: CARNEGIE 1:500000
RAWLINSON 1:500000
FORREST 1:500000

SUBJECT TO SURVEY



Examined .. *W. P. ...* ..
FOR M/ NAGER, STATUTORY
AMENDMENTS

CORR. 1397/968

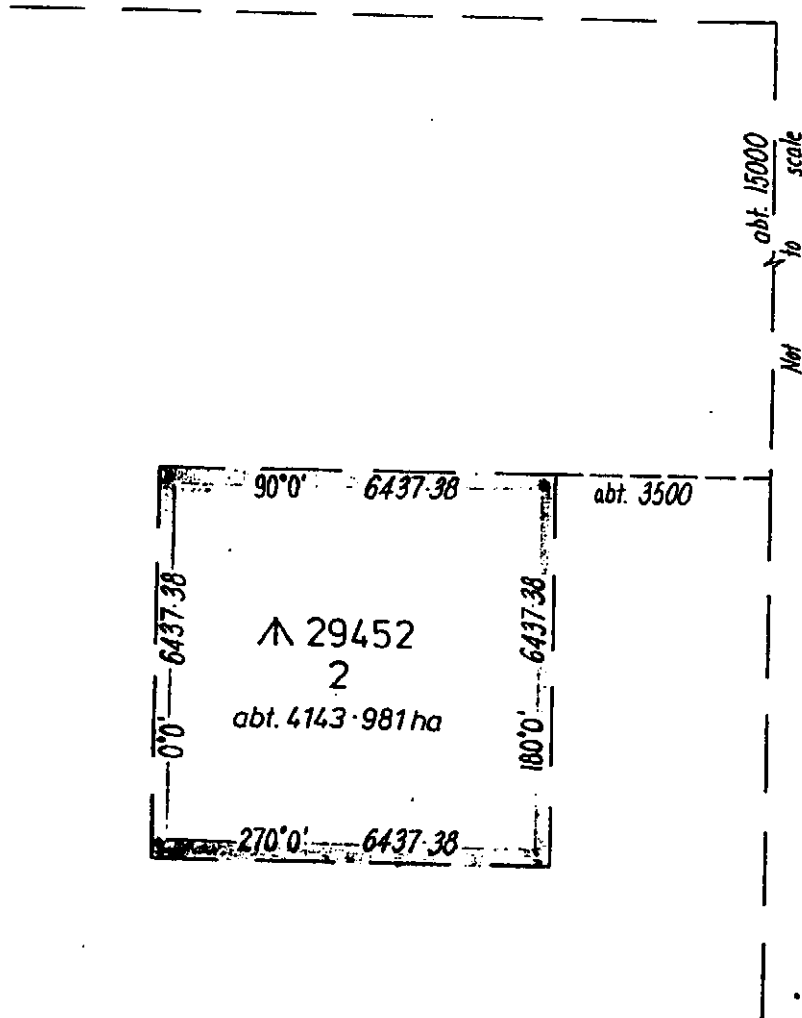
PROPOSED LEASE

MILYUGA LAND DISTRICT

SCALE 1: 125 000

PUBLIC PLAN RAWLINSON 1:500 000
SUBJECT TO SURVEY

Annexure 2



AΛ 34606

Examined *upman*

THE OBJECTS AND RULES OF
NGAANYATJARRA LAND COUNCIL
(ABORIGINAL CORPORATION)

1. NAME

The name of the Association is NGAANYATJARRA LAND COUNCIL (ABORIGINAL CORPORATION) ("the Association")

2. INTERPRETATION

In these rules unless the context otherwise requires:-

"Aboriginal" means a person who is a member of the Aboriginal race of Australia;

"Act" means the Aboriginal Councils and Associations Act, 1976;

"Committee" means the Governing Committee as provided for in these rules;

"The lands" means all the lands vested from time to time in fee simple or by lease in the Association;

"Public Officer" means the person appointed by the Committee to be the public officer as defined by the Act;

"Registrar" means the person appointed pursuant to the Act to be the Registrar of Aboriginal Corporations;

"Traditional Owner" in relation to the lands means an Aboriginal person who has, in accordance with Aboriginal tradition, social, economic and spiritual affiliations with, and responsibilities for, the lands or any part of them;

Subject to the foregoing, expressions used have the same meanings as those ascribed to them by the Act; and unless the contrary intention appears:-

- (a) words importing the masculine gender also import the feminine and, where appropriate, the neuter; and
- (b) words in the singular number include the plural and vice versa.

3. TYPE OF ASSOCIATION

The Association is an incorporated Aboriginal Association under the Aboriginal Councils and Associations Act 1976 (as amended).

4. REGISTERED OFFICE

The Registered Office shall be at the official address of the Public Officer notified to the Registrar in accordance with Section 57 of the Act.

5. LIABILITY OF MEMBERS

The members of the Association shall not be liable to contribute towards the payment of the debts and liabilities of the Association.

6. OBJECTS

(a) The objects of the Association are:-

To relieve poverty, sickness, destitution, helplessness, distress, suffering and misfortune among the traditional owners of the lands.

(b) In recognition of the severe problems encountered by the traditional owners of the lands and the unfortunate circumstances in which they find themselves, the Association shall advance its objects by the following means:-

(i) to ascertain the wishes and opinions of traditional owners in relation to the management, use and control of the lands and to seek, where practicable, to give effect to those wishes and opinions;

(ii) to protect the interests of traditional owners in relation to the management, use and control of the lands;

(iii) to negotiate with persons desiring to use, occupy or gain access to any part of the lands;

and

(iv) to administer land vested in the Association.

7. POWERS

- (a) The Association shall, subject to the provisions of the Act and to paragraph (b) of this Clause, have power to do all such lawful things as may seem to the Committee necessary or desirable to carry out the objects of the Association.
- (b) The Association shall, before carrying out or authorising or permitting the carrying out of any proposal relating to the administration, development or use of any portion of the lands, have regard to the interests of, and consult with, traditional owners having a particular interest in that portion of the lands, or otherwise affected by the proposal, and shall not carry out the proposal, or authorise or permit it to be carried out, unless satisfied that those traditional owners—
- (i) understand the nature and purpose of the proposal;

- (ii) have had the opportunity to express their views to the Association; and
- (iii) consent to the proposal.

8. MEMBERSHIP

- (a) The members of the Association shall be all the traditional owners of the lands.
- (b) All members shall be entitled to attend, speak and vote at general meetings of the Association and be eligible for appointment as office bearers or members of the Committee.
- (c) A register of members for the time being shall be kept by the Public Officer.
- (d) Whether a person is or is not a member for the time being of the Association is a question of fact to be determined according to the customs of the traditional owners.

9. COMMITTEE

- (a) The Governing Committee shall be a committee of not less than ten members of the Association.
- (b) Subject to paragraphs (c) and (d), the members of the Committee shall be elected at each annual general meeting and shall be eligible for re-election. Except as otherwise provided in these rules, the members of the Committee shall hold office until the first meeting of the

Committee after the annual general meeting at which their successors are elected.

- (c) There shall be at least one member of the Committee from each of the Communities of Warburton, Tjirrkarii, Mantamaru, Papulankutja, Irrunytju, Warakurna and Tjukurla.
- (d) Whilst any land north of 23 degrees 55 minutes South is vested in the Association, at least two members of the Committee shall comprise traditional owners who are residents of that land or if the Committee has more than 10 members at least 20% of the members of the Committee shall comprise traditional owners who are residents of that land.
- (e) A member of the Committee shall cease to hold office if he resigns his office, or if by reason of infirmity, absence or any other reason the Association is of the opinion that he has ceased to be an effective member of the Committee.
- (f) In the event of a casual vacancy arising in accordance with paragraph (e), the remaining members of the Committee may (and, if at any time the number of remaining members is less than ten, shall) appoint another member of the Association to fill that vacancy and the person so appointed shall hold office and be eligible for re-election as provided in paragraph (b).

- (g) The Committee shall meet to attend to its business as often as it considers necessary. Half the members of the Committee shall constitute a quorum.
- (h) Reasonable notice of each meeting of the Committee shall, so far as is practicable, be given to each member of the Committee.
- (i) Proper minutes shall be kept of the proceedings of all meetings of the Committee.
- (j) The Committee shall manage and control the affairs of the Association in accordance with these rules and with the Act and for that purpose may exercise the powers of the Association as if they had been expressly conferred on the Committee by a general meeting of the Association.
- (k) If a member of the Committee is unable to attend a Committee meeting, he/she may appoint an alternate to attend in his/her place. For the duration of the meeting the alternative shall have all powers to do all things as if he/she was an elected member of the Committee.

10. OFFICE BEARERS

- (a) There shall be a Chairperson and there may be a Deputy Chairperson and/or Secretary elected by the members at the annual general meeting of the

Association (from amongst the members of the Committee) and they shall be eligible for re-election.

- (b) Any casual vacancy in the office of an office bearer may be filled at a meeting of the Association. The member so elected or appointed shall retain the office of office bearer until the next election of office bearers and shall be eligible for re-election.

11. PUBLIC OFFICER

The Committee shall in accordance with Section 56 of the Act appoint a person to be the Public Officer of the Association and determine his official address. The Public Officer need not be a member of the Association but, if he is a member, he may be the Secretary or another office bearer of the Association.

12. GENERAL MEETINGS

- (a) An annual general meeting shall be held within six months after each 30th June.
- (b) The order of business at the annual general meeting shall be:-
- (i) receipt from the office-bearers or Committee of, and consideration of, a financial report (including the income and expenditure statement and balance sheet) for the

- previous financial year;
- (ii) the election of members of the Committee and office bearers;
 - (iii) the appointment of an auditor or auditors;
- and
- (iv) such other business as the meeting shall determine.
- (c) General meetings (including annual general meetings) shall be held as and when the Chairperson determines.
- (d) The Chairperson shall at the written request of not less than five members, call a special general meeting to be held as soon as practicable but in any event not later than 2 months after receiving the written request.
- (e) Subject to these rules, the place and date of every general meeting shall be determined by the Chairperson and notice thereof shall be given to the members at least seven days prior to the date of the meeting, by any means the Chairperson considers appropriate.
- (f) Proper minutes shall be kept of the proceedings of all general meetings.
- (g) No business shall be transacted at any general meeting unless a quorum of members is present. A

quorum shall be not less than twenty members.

3. VOTING AT ALL MEETINGS

Questions arising at any general meeting of the Association or any meeting of the Committee shall be decided as far as possible by consensus. If consensus cannot be achieved questions shall be decided by a majority of votes and each member present shall have one vote. Voting shall be by show of hands unless the meeting otherwise decides. The Chairperson shall chair all meetings at which he is present, but if he is not present or does not wish to take the chair, the members present shall elect a chairperson for the meeting.

4. COMMON SEAL

The Association shall have a common seal which shall not be used or placed on any document unless authorised by the Committee or a general meeting of the Association. If the common seal is placed on any document, three members of the Committee shall sign the document.

15. BANKING

- (a) Official receipts shall be issued for all moneys received by the Association.
- (b) All funds of the Association shall, in the first instance, be deposited in a bank account of the Association no later than the first working day following the day of receipt or as soon as possible thereafter.
- (c) All cheques and withdrawal forms shall be signed jointly by not less than two of the persons appointed by the Committee for this purpose.

16. APPLICATION OF FUNDS AND PROPERTY

- (1) The funds of the Association shall be applied in carrying out the objects of the Association. Any surplus resulting from its operations during a financial year, after providing for depreciation in value of the Association's property and for possible liability or loss, may at any time after the end of the financial year be applied as follows:
 - (a) in carrying to reserve such amount as the Committee may determine;
 - (b) after providing for a reserve, any remaining surplus may be applied:
 - (i) to promote the Association's development or

(ii) to any other Aboriginal controlled body corporate or institution approved for the purposes of Section 78 (i)(a) of the Income Tax Assessment Act.

- (2) No funds of the Association or surplus shall be paid or used directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member excepting any proper payment to any officer or employee of the Association for services performed for the Association.

17. ACCOUNTS

- (a) Proper accounts and records shall be kept of the transactions and affairs of the Association. The Association shall do all things necessary to ensure all payments out of the moneys of the Association are correctly made and properly authorised and that adequate control is maintained over the assets of, or in the custody of, the Association and over the incurring of liabilities by the Association.
- (b) The Association shall as soon as practicable after each 30 June cause to be prepared an income and expenditure statement, giving a true and fair view of the income and expenditure of the Association for the financial year ending on that 30 June, and

a balance sheet setting out the assets and liabilities of the Association as at that 30 June.

18. AUDIT

- (a) The Association shall, as soon as practicable after an income and expenditure statement and a balance sheet have been prepared as required by these rules, cause one or more auditors appointed by the Association for that purpose and having the qualifications prescribed in the Act to :-
- (i) examine whether the income and expenditure statement and balance sheet are based on proper accounts and records and are in agreement with those accounts and records; and
 - (ii) furnish to the Association a report of the results of that examination, drawing attention to any irregularity in the financial affairs of the Association disclosed by that examination.
- (b) At every annual general meeting of the Association, the Chairperson shall place before the members present the income and expenditure statement for the financial year ending on the preceding 30 June and the balance sheet as at that 30 June, together with the report thereon

furnished to the Association by the auditor or auditors appointed by the Association.

19. ALTERATIONS OF OBJECTS AND RULES

- (a) No motion proposing to alter the Objects and Rules of the Association shall go before a general meeting of the Association unless the Minister responsible for Aboriginal Affairs in Western Australia for the time being has consented to the proposed alteration.
- (b) The objects and rules of the Association may be altered by a resolution passed by a majority of not less than three-fourths of those members present at a general meeting. Details of the proposed alterations should be specified in the notice of the general meeting.
- (c) The Public Officer shall, as soon as practicable and in any event within six weeks after the making of an alteration, file that alteration with the Registrar.
- (d) The alteration shall come into force when it is approved by the Registrar in accordance with Section 34 of the Act.

20. WINDING UP

- (a) The winding up of the Association shall be in accordance with the Act.
- (b) Any surplus funds, property or assets shall, after payment of the Association's debts, be given or transferred to another Aboriginal controlled body

corporate or institution approved for the purposes of Section 78(1)(a) of the Income Tax Assessment Act.

21. NOTICE

Notice of general and Committee meetings may be given orally or in writing and, without prejudice to the foregoing, shall validly be made if it accords with Aboriginal custom.

22. DISPUTES

If a dispute arises between the Association and any member, then at the request of that member the matter will be considered at the next general meeting of the Association at which the member will be invited to put forward his point of view. The decision of the members present at the general meeting (excluding the member involved in the dispute) shall be final and binding on all parties.

PINTUBI

AREA
EXISTING
COMMUN

ANNEXURE 5:

62

61

PSM. 7
(GONE)

STN 109

60.

NOMAD HOUSES
& ABLUTIONS

MUSEUM

AI-318

63

SHED

SHED

LOG

NOMAD HOUSES
& ABLUTIONS

AREA F
SPECIAL PURPOSE
(WITH-IN MISSION
BOUNDARY)

SHED

W.T.

LIAM.
HSE

PSM. 5
(GONE)

R SERVICE

PSM. 6 - PSM. 4

P.O.S.

P.O.S.

Lease

HOUSE
MISSION
HOUSE

9 740 S. ha.

NOMAD HOUSES
& ABLUTIONS

47

M/H

SUPERVISORS
HOUSE

5

DATED *29th November* 1988

BETWEEN:

THE ABORIGINAL LANDS TRUST (1)

THE MINISTER FOR ABORIGINAL
AFFAIRS OF WESTERN AUSTRALIA
(2)

THE ABORIGINAL AFFAIRS PLANNING
AUTHORITY (3)

AND:

NGAANYATJARRA LAND COUNCIL
(ABORIGINAL CORPORATION) (4)

LEASE OF RESERVE NOS. 17614
AND 29452 AND PART OF RESERVE
No. 21471

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NGLEASE1