

SEPTEMBER 2021

---

Mining, Energy and Resources Decisions from the High Court,  
Federal Court, State and Territory Supreme Courts, Environment  
and Planning Courts and Tribunals and Mining Wardens

---

# AUSTRALIAN RESOURCES LAW REPORTS

2020

GENERAL EDITOR  
KANAGA DHARMANANDA SC

EDITORIAL BOARD MEMBERS  
KEIRA BRENNAN  
GRAEME DENNIS  
RICHARD DOUGLAS  
MARK GERUS  
ANTHONY GROOM

REPORTERS  
ANNA ELIZABETH  
ROBERT SIZE

VOL 14 — PART 2

PAGES 107-238

The mode of citation of this part will be:  
14 ARLR

---

---

## TABLE OF CASES REPORTED

Part 2 — Pages 107-238

<b>Ammon; Pilbara Iron Ore Pty Ltd v</b> .....	148
Global Advanced Metals Pty Ltd, In re .....	65
<b>ICRA Rolleston Pty Ltd; Rolleston Coal Holdings Pty Ltd v</b> .....	197
<b>ICRA Rolleston Pty Ltd; Rolleston Coal Holdings Pty Ltd v</b> .....	213
Korda and Others; Queensland Phosphate Pty Ltd and Another v .....	1
<b>Mineral Royalties (NT), Secretary for; Newmont Tanami Pty Ltd v</b> .....	107
<b>Newmont Tanami Pty Ltd v Secretary for Mineral Royalties (NT)</b> .....	107
<b>Pilbara Iron Ore Pty Ltd v Ammon</b> .....	148
Queensland Phosphate Pty Ltd and Another v Korda and Others .....	1
<b>Rolleston Coal Holdings Pty Ltd v ICRA Rolleston Pty Ltd</b> .....	197
<b>Rolleston Coal Holdings Pty Ltd v ICRA Rolleston Pty Ltd</b> .....	213

(Cases in **bold** reported in this part)

---

---



THOMSON REUTERS

© 2021 Thomson Reuters (Professional) Australia Limited

Lawbook Co.

ABN 64 058 914 668

Published in Sydney

ISSN 1836-6775

# INDEX

Part 2 — Pages 107-238

## CONTRACT

- Joint Venture agreement — Operating expenditure to be borne proportionally — Failure to pay cash calls — Default — Where failure due to lower than forecast sales by agent under sales agency agreement — Enforcement of security interest — Where refusal to pay would require other parties to bear all operating costs.  
*Rolleston Coal Holdings Pty Ltd v ICRA Rolleston Pty Ltd* ..... 197
- Sale agency agreement — Failure to meet forecast sales targets — Where no warranty as to sales volume — Impact of COVID-19 — Where all joint venture parties affected proportionally.  
*Rolleston Coal Holdings Pty Ltd v ICRA Rolleston Pty Ltd* ..... 197

## CONTRACTS

- Interpretation — Joint venture agreement — Where agreement required joint venturers to bear and pay costs of mining operations — Where agreement appointed plaintiff manager responsible for mining operations — Where agreement empowered plaintiff to issue notice to joint venturers requesting payment — Where agreement stipulated time at which notices were to be issued, period to which notices were to relate and currency in which payment was to be made — Where plaintiff issued notices that did not comply with time provisions for several years — Where plaintiff requested defendant to make some payments in different currency — Where defendant made payments without objection — Whether time provisions were of the essence — Whether defendant agreed to pay in different currency — Whether defendant estopped from contending notices were invalid — Whether entire agreement and no waiver provisions precluded estoppel claim.  
*Rolleston Coal Holdings Pty Ltd v ICRA Rolleston Pty Ltd* ..... 213
- Interpretation — Joint venture agreement — Where respondent held exploration licence — Where appellant and respondent entered into joint venture agreement — Where agreement required appellant to complete “feasibility study” — Where completion of feasibility study entitled appellant to 80% of joint venture — Where completion of study entitled respondent to seek finance to fund 20% interest or withdraw in exchange for royalty — Where appellant provided feasibility study that was not to satisfaction of respondent — Whether agreement contained implied terms as to nature of feasibility study — Whether agreement on its proper construction required feasibility study to meet certain minimum standards.  
*Pilbara Iron Ore Pty Ltd v Ammon* ..... 148

## INDEX

### ENERGY AND RESOURCES

- Dispute between majority and minority participant in mining joint venture —  
Where failure of one party to pay cash calls issued under joint venture — Cash  
call notices and default notices issued — Where cash calls used to pay joint  
operating expenditure of mine — Enforcement of rights under joint venture  
agreement and associated deed of cross charge — Whether cash call notices  
invalid — Whether breach of joint venture agreement and associated sales  
agency agreement by sales agent — Whether failure to sell forecast tonnages of  
coal — Whether justifying refusal to pay cash calls.  
*Rolleston Coal Holdings Pty Ltd v ICRA Rolleston Pty Ltd* ..... 197
- Royalties — Royalty calculation — Where royalty was to be calculated by  
subtracting operating costs from gross realisation — Where operating costs  
included eligible research and development — Where appellant undertook  
project to extend the life of mine — Whether expenditure on project constituted  
operating costs — Whether expenditure on project constituted research and  
development — Whether expenditure on project was expended in relevant  
royalty year — Whether appellant was entitled to capital recognition deduction  
— Taxation Administration Act 2007 (NT), s 115 — Mineral Royalty Act 1982  
(NT), ss 4, 4B, 4C, 9, 9A, 10, 11.  
*Newmont Tanami Pty Ltd v Secretary for Mineral Royalties (NT)* ..... 107

### INJUNCTIONS

- Prima facie case — Balance of convenience — Whether injunction can be granted  
where first application refused — Whether sufficient difference in circumstances  
— Whether serious question to be tried — Where refusal to pay security into  
Court — Sufficiency of undertaking as to damages — Whether damages  
sufficient remedy.  
*Rolleston Coal Holdings Pty Ltd v ICRA Rolleston Pty Ltd* ..... 197

### PRACTICE AND PROCEDURE

- Appeal — Notice of contention — Amendment of pleading — Where respondent  
sought leave to rely on notice of contention contending that agreement should be  
construed in manner not advanced before Mining Warden — Where respondent  
sought leave to amend pleading to plead that agreement should be construed in  
manner not advanced before Mining Warden — Whether granting leave is in  
interests of justice.  
*Pilbara Iron Ore Pty Ltd v Ammon* ..... 148

### SECURITY

- Deed of cross charge — Fixed charge — Right of chargor to enforce security —  
Where chargor retained sales proceeds as security — Where chargee seeks to  
restrain chargor from enforcing security until primary proceedings conclude —  
Where disputed amount not paid into court — Whether property rights subject to  
charge.  
*Rolleston Coal Holdings Pty Ltd v ICRA Rolleston Pty Ltd* ..... 197