



# Extract from Register of Indigenous Land Use Agreements

---

<b>NNTT number</b>	WI2020/021
<b>Short name</b>	Mirning People Part B ILUA
<b>ILUA type</b>	Area Agreement
<b>Date registered</b>	18/05/2021
<b>State/territory</b>	Western Australia
<b>Local government region</b>	Shire of Dundas

---

## Description of the area covered by the agreement

**Agreement Area** means the land and waters described in Schedule 1 to this Agreement and depicted on the maps annexed to Schedule 1.

*[A copy of Schedule 1 is attached to this register extract. The following general description has been provided by the National Native Title Tribunal to assist people to understand the location of the agreement area. It is provided for information only and should not be considered part of the Register of ILUAs:*

*The agreement area covers approx. 0.095 sq km, consisting of nine land parcels, located in the vicinity of Eucla approx. 12 km west of the Western Australia – South Australia border.]*

## Parties to agreement

### Applicant

---

<b>Party name</b>	The State of Western Australia
<b>Contact address</b>	c/- State Solicitor's Office David Malcolm Justice Centre 28 Barrack Street Perth WA 6000

### Other Parties

---

<b>Party name</b>	Clem Lawrie, John Graham, David Hirschausen, Annette-Grace Lawrie, Fay Sambo, Raelene Peel, Pearl Scott and James Peel for and on behalf of the Claim Group
<b>Contact address</b>	c/- Native Title Services Goldfields Ltd 2 Brook Street East Perth WA 6004

---

<b>Party name</b>	Minister for Lands
<b>Contact address</b>	c/- State Solicitor's Office David Malcolm Justice Centre 28 Barrack Street Perth WA 6000

---

<b>Party name</b>	Mirning Traditional Lands Aboriginal Corporation RNTBC ICN 9017
<b>Contact address</b>	133 Burrows Retreat Mount Richon WA 6112

---

**Party name** Native Title Services Goldfields Ltd  
**Contact address** 2 Brook Street  
East Perth WA 6004

---

**Period in which the agreement will operate**

---

**Start date** 14/12/2020  
**End Date** not specified

---

**Statements of the kind mentioned in ss. 24EB(1) or 24EBA(1) or (4)**

**3.2 Agreed Acts**

The Parties acknowledge and agree that the Agreed Acts comprise the creation and grant by the State, of the following reserves and estates in fee simple:

- (a) Certificate of title 2220/326, comprising Lot 191 on Deposited Plan 216081;
- (b) Certificate of title LR3138/787, being Reserve 48741, comprising Lot 196 on Deposited Plan 216081;
- (c) Certificate of title 2220/328, comprising Lot 197 on Deposited Plan 216081;
- (d) Certificate of title 2188/429, comprising Lot 199 on Deposited Plan 216081;
- (e) Certificate of title 2635/517, comprising Lot 200 on Deposited Plan 216081;
- (f) Certificate of title 2220/329, comprising Lot 202 on Deposited Plan 216081;
- (g) Certificate of title 2540/865, comprising Lot 204 on Deposited Plan 216081;
- (h) Certificate of title 2600/96, comprising Lot 209 on Deposited Plan 216081; and
- (i) Certificate of title LR3123/652, being Reserve 45847, comprising Lot 36 on Deposited Plan 219379.

**3.3 Parties' agreement to validity of, and consent to, Future Acts**

Each Party agrees to the validating of the Agreed Acts referred to in clause 3.2 to the extent that any or all of those acts was a Future Act that was done invalidly, with the intent that such statement of agreement to validity satisfies the requirement of section 24EBA(1)(a) of the NTA.

**3.5 Grant of the right includes its exercise**

For the avoidance of doubt consent to the validating of the Agreed Acts includes agreement to the validation of, and consent to, the exercise of any right or obligation created by the Agreed Acts on the person on whom the right or obligation is, or was, conferred.

**3.6 Surrender and extinguishment of native title rights and interests**

- (a) The Claimants agree to the surrender of any and all native title rights and interests which exist in the Agreement Area to the State. Pursuant to section 24CB(e) of the NTA the surrender of the native title rights and interests in relation to the Agreement Area to the State is intended to extinguish those native title rights and interests.
- (b) The Parties agree that in respect of the Agreed Acts, the Parties intend that the surrender and extinguishment will occur on the date that this Agreement is Conclusively Registered.

**3.7 No Right to Negotiate**

- (a) The Right to Negotiate Procedure does not apply to any of the Agreed Acts, with the intent that such statement satisfies the requirement of the section 24EB(1)(c) of the NTA.

**Claimants** means Clem Lawrie, John Graham, David Hirschausen, Annette-Grace Lawrie, Fay Sambo, Raelene Peel, Pearl Scott, Daniel Tucker, Desrae Kelly and James Peel for and on behalf of the Claim Group.

**Claim Group** means all the persons who, according to their traditional laws and customs, hold the common or group rights and interests comprising the native title under the Mirning Part B Claim.

**Conclusive Registration** means, once this Agreement has been Registered, that this Agreement remains Registered:

- (a) at a date that is 60 Business Days after the date on which a decision is made to Register the Agreement, provided that no Legal Proceedings have been commenced in respect of such Registration; or
  - (b) otherwise at a date that is 40 Business Days following the exhaustion and determination of the final available Legal Proceedings in respect of such Registration,
- and **Conclusively Registered** has a corresponding meaning.

**Mirning Part B Claim** means that portion of the native title determination application made by the Claimants with NNTT file number WC 2001/001, Federal Court file number WAD 48 of 2019, and known as Mirning that was not the subject of the determination made on 24 October 2017.

**NTA** means the *Native Title Act 1993* (Cth).

**Right to Negotiate Procedure** means the procedure under Subdivision P of Division 3 of Part 2 of the NTA.

**Attachments to the entry**

[WI2020\\_021 Schedule 1 - Agreement Area Maps and Technical Description.pdf](#)