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# GOLDFIELDS LAND AND SEA COUNCIL

Aboriginal Corporation (Representative Body)

ABN 54 489 243 524

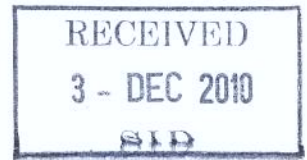
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30 November 2010

7/12/10 KT → KP

The First Assistant Secretary  
Social Inclusion Division  
Attorney-General's Department  
3-5 National Circuit  
BARTON ACT 2600

**Submissions in Response to the Joint Discussion Paper of  
Attorney-General and Minister for Families, Housing,  
Community Services and Indigenous Affairs:  
*Leading Practice Agreements: Maximising Outcomes from  
Native Title Benefits***

Introduction

These submissions are made by the Goldfields Land and Sea Council Aboriginal Corporation ("GLSC") in response to aspects of the discussion paper entitled *Leading Practice Agreements: Maximising Outcomes from Native Title Benefits* jointly authored by the Attorney-General and Minister for Families, Housing, Community Services and Indigenous Affairs' ("Paper").

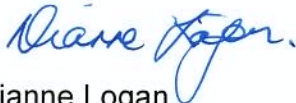
Pursuant to the *Native Title Act 1993* ("NTA") the GLSC is the recognised native title representative body for the Goldfields-Esperance region of Western Australia. The GLSC acknowledges that the National Native Title Council and the Minerals Council of Australia have provided joint submissions in relation the Paper and supports those submissions.

The GLSC wishes to make some further submissions in relation to the proposal set out at page 14 entitled *Clarifying Good Faith Requirements*.

### Clarifying Good Faith Requirements

The GLSC submits that the NTA should be amended so that the good faith requirements set out in Part 2 Division 3 of the NTA should also explicitly apply to parties engaged in mediation pursuant to sections 86A and 86B of the NTA. The GLSC submits that such an amendment should reflect Mansfield J's comments in his Honour's reasons for judgment in *Brown v State of South Australia* [2010] FCA 875, and in particular at [38]. That is to say that it would be a breach of any good faith requirement for a party *to use the carrot of consent to the determination as leverage to secure agreement on other matters such as a sustainable benefits term.*

Yours faithfully

A handwritten signature in blue ink, appearing to read "Dianne Logan".

Dianne Logan  
Chairperson