This chapter draws from research in the Pilbara (Western Australia), and to a lesser extent in the Gulf of Carpentaria (Queensland), on the Indigenous engagement with the mining industry. Post-Native Title Act land use agreements have been made between industry and Native Title claimant groups, in these two regions as others, known generally as ‘community benefit packages’. These agreements and the range of support programs are based upon assumptions about the types of engagement that are to be encouraged and fostered. This chapter is a preliminary exploration of the ways in which these programs are embedded in the development discourse, which includes ‘community development’ and ‘business development’. The progressivist character of this discourse serves to channel Indigenous ‘stakeholders’ toward engaging with the formal and dominant economy, while those that choose not to, or are unable to, tend to become marginalised. Is there room for pluralism in this engagement?¹

This chapter examines how the regime of ‘development’, operating through the mining industry, engages with Indigenous people in two case studies in remote Australia, one in the Pilbara region in Western Australia and the other in the Gulf of Carpentaria in Queensland.² Taking a lead from Scott (1998), I attempt a perhaps provocative and polemical analysis to ‘see like a mining company’. This enables an interrogation of some of the assumptions embedded within the land use agreements as discourse and progressivist ideology, as this resonates with a governmental discourse. As these agreements attempt ‘to bracket uncertainty’ in their reformulation (Scott 1998:321) and attempt to control local Indigenous systems of knowledge, this chapter correspondingly highlights the inherent ambiguity of this engagement and emphasises the uncertainty of the outcomes. My concern is to shed light on the manner in which this discourse is
translated into aspects of the land use agreements, rather than the broader project of how the development discourse—through the mining industry—'circulates across the Australian nation' and 'celebrates its bringing of civilization to the “outback”' (Trigger 1997:162/164). Both projects, however, inform each other.

This chapter is also part of an ongoing, larger investigation, so where some intimate working aspects of the land use agreements are touched upon, they are elaborated on in further papers. Hence the necessary level of abstraction, as this chapter aims to sketch the discourse environment in which these contemporary agreements operate. Two of the land use agreements being investigated from these sites are the Yandicoogina Agreement in the Pilbara (Yandi Agreement for short) and the Gulf Communities Agreement in Queensland (GCA). They were both signed in early 1997 and are the result of the political shift post the 1993 Native Title Act and the Right to Negotiate clause in this legislation (see Altman 1995; Bradshaw 1995). Although the focus is on issues to emerge from the Pilbara mines, there are significant similarities in the content and structure of both agreements as they were both developed by Rio Tinto (then CRA). This company was the first in Australia to work constructively with the Native Title Act and the Right to Negotiate procedures, as the then CEO declared that CRA 'is satisfied with the central tenet of the Native Title Act' (Davis 1995:4; see also Davis 1996; Gottliebsen 1994; Brennan 1996; Davis & Davis 1997). Thus, the Company was prepared to negotiate with Indigenous ‘stakeholders’.

There have also been similar post-settlement histories of the marginalisation of Indigenous people from mainstream economic opportunity between these two regions, notwithstanding engagement with the pastoral industry until the 1970s, which was indentured in Western Australia and predominantly unpaid in Queensland (see Rowley 1970). Likewise, there have been comparable patterns of engagement in terms of Indigenous activism against mining in these two regions during the 1990s, over the Marandoo mine in the Pilbara (Stevens 1991; Steketee 1991) and the Century mine in the Gulf of Carpentaria (Independent Business Weekly 1996; Fagan et al. 1996).

Nevertheless, although there are contemporary parallels in the forms of Indigenous engagement with mining between these two remote regions, the history and scale of mining activity in the Pilbara is far more extensive than in the Gulf region of Queensland, where there is only one mine. In the Pilbara, tenements were taken up by large companies from the 1960s, beginning with Mt Tom Price, and escalating to eight major open cut mines in the Hamersley Ranges region alone. The exclusion of Aboriginal labour was an element in the planning of these new mines (Edmunds 1989:48), despite the fact that the iron ore industry, particularly in that early stage, was heavily reliant on non-skilled labour and despite some Aboriginal people's early experience with mining (Wilson 1961; Wilson 1980; McLeod 1984). Until 1967, Aboriginal people in
the Pilbara held thirty mining tenements in the northwest and twenty-eight in the Eastern Goldfields (Edmunds 1989:48). They had introduced an alluvial mining technique through the use of a traditional winnowing dish and container, known as a yandi. Nevertheless, the mineral leases were increasingly taken up by large mining companies and Aboriginal people became less able to compete, until they were marginalised completely (Wilson 1980). During the late 1960s and 1970s the Aboriginal population of the inland Pilbara was actively encouraged to move to coastal towns, such as Onslow and Roebourne, ostensibly because of new citizenship rights which conferred compulsory schooling, not available to Aboriginal people in the developing mining towns. For this reason many of the current generation of decision-makers on the boards of the new Aboriginal corporations, set up under the land use agreements, did not work in the pastoral industry or the alluvial mining industry, and only returned to live in the Hamersley Ranges when transnational mining activity was entrenched.

By the early 1970s, there were nine closed company towns in the Pilbara, which included Tom Price, Paraburdoo and Newman. According to Edmunds, the development of these towns is ‘perhaps the most visible demonstration of the extent to which control over social as well as economic development was ceded by the state government to the mining companies in the interests of rapid and large-scale resource exploitation’ (Edmunds 1989:49). The scale of this commercial activity is demonstrated by the approximately $235 million dollars in taxes and royalties paid to the state government by Rio Tinto (and its subsidiaries) and the one billion dollars in goods and services spent in 2001 by Rio Tinto in Australia, the majority in Western Australia (Rio Tinto 2002). This monopsony, whereby industry is virtually the sole buyer of goods and services in their area of operation (Saleem & Behrendt 2001:1; see also Mehmet 1995), creates a unique set of expectations of local residents vis-à-vis government. The mining industry thus gains a powerful role in their areas of operation, as they are often the only means of infrastructure development, employment and training.

Today, however, these Pilbara towns are becoming ‘normalised’, an industry term for the state’s gradual assumption of responsibility for services in these remote Shires. Thus, they are now open to non-mining employees, including Indigenous people, who are now able to utilise facilities such as the schools and hospitals. Nevertheless, the state is not a party to the Yandi agreement, a component of which is ‘community development’, which also includes funding outstation or homeland infrastructure in the region—a process which began with the then Aboriginal and Torres Strait Islander Commission (ATSIC). Aboriginal people have now become part of the regional ‘stakeholder’ mix. However, like Banerjee (2001:44), I also question whether this more inclusive approach, driven by land use agreements and the broader
rhetoric of corporate social responsibility, is one that necessarily addresses existing inequities of power and resources. There is a significant history of deficit in terms of rights, opportunities and entitlements. This chapter will consider the tensions between this new inclusive approach, with its explicit burden of ‘development’, ‘partnerships’ and associated risk minimisation (ICME 1999), and the concept of pluralism and its entailments.

First, however, I will briefly overview what is intended by reference to the burden of ‘development’, noting that Cowen and Shenton (1995:28) have argued that the concept defies definition, as it is variously understood as both imminent process and intentional practice. The roots of this concept can be found in modernisation theory. As Young (1995:4) explains, economic development theories of the 1950s and 1960s envisaged a linear series of progressive stages to reach ‘take off’ or the diffusion of the benefits of modernisation through ‘trickle-down’. These theories all shared the belief in the centrality of industrialisation and capitalisation, and the need for resource exploitation on a large scale for all peoples. Development was thus created by two institutions, the state and the market, linked through the project of modernity, whereby the state is a ‘complementary institutional device which promotes the extension of the market’ (Berthoud 1992:73; see also both Lea and Redmond, this volume). Driven by the central assumption that economic growth and material well-being are fundamental requirements of human nature, ‘development’ became a moral quest (Berthoud 1992:72) creating a notion of poverty, based on capitalist indicators and secular values such as dollar income per capita, access to the global market, material possession, and so forth. Thus ‘needs’ and ‘problems’ emerged, transforming those so identified (that is, the non-capitalist or pre-capitalist) into the ‘illiterate’, the ‘poor’ or ‘the underdeveloped’ (Escobar 1995; see also Crush 1995; Mehmet 1995). New modes of relations and mechanisms of control were thus set in place under the banner of development (Banerjee 2000:7; see Foucault 1986). This development regime derived entirely from the western knowledge system, gaining its power by excluding and marginalising or neutralising other local knowledge systems in a power-knowledge nexus that is intimately bound with imperialism and colonialism (Spivak 1988; Esteva 1992).

Although, as indicated, development was structured by the relationship between the state and the market, a significant shift has taken place in the last twenty years of neo-liberalism ‘as the market itself is increasingly viewed as the only means to promote development’ (Berthoud 1992:73). The blurred boundaries between the responsibilities of the corporate sector and the state and the interdependence of the business sector and the community, is now widely acknowledged (Horwood 2002). In very remote regions of ‘underdeveloped’ countries, mining is the characteristic means of ‘development’, where usually the only population is/ was Indigenous. Connell and Howitt (1991:1) indicate that there have been no circumstances in
which the socio-economic goals of Indigenous groups have been successfully linked to the development goals of mining corporations. This statement, made over a decade ago, rolls less easily off the tongue today, for two reasons. The first is that the strategies devised by trans-national companies for linking their corporate interests with the different interests of Indigenous groups have become increasingly sophisticated and accordingly resourced, as this chapter will begin to explore. The second is the diversity of these Indigenous interests. For instance, there are over 400 Indigenous beneficiaries to both the Yandi agreement and the GCA as parties to each agreement, in the former, as members of three named language groups, and the latter as members of four named language groups. As in the case of mines elsewhere, such as Papua New Guinea (Jackson 1991), the constitution of the group of beneficiaries is an evolving political dynamic. This dynamic has led to a jostling for inclusion to perceived financial benefits, based on a historically fluid non-codified system of customary land tenure. In the Yandi case, the 430 plus people are all members of the 'IBN Native Title Claim' (Imawonga, Bunjima and Niapaili groups)—as the land use agreement was struck over the extent of this Native Title claim as it also reflected the companies' mining interests. These interests captured not only the new Yandi mine and considerable associated infrastructure (which was the legal impetus for the agreement), but also the existing mines of Paraburdoo and Channar and much of their associated infrastructure.

A concept of plurality assists in deconstructing the unifying premise of the ‘development’ paradigm and thus enabling the consideration of local voices and alternative perspectives. I utilise the concept here in perhaps an oversimplified manner, though attempting to draw on cultural and societal meanings, as well as political definitions. Taking a lead from Sartori (1997:85), a fundamental aspect of this concept is that it affirms the belief that ‘diversity and dissent are values that enrich individuals...their polities and societies’ in its presupposition of the need to tolerate difference. Political pluralism, for instance, hinges on the diversification of power (Sartori 1997:61), in either the recognition of more than one ultimate principle, or the provision for devolution and autonomy for individual bodies in preference to monolithic [corporate] control (Thompson 1995:1052). The concept also fundamentally serves to situate individuals as central to action, whereby ‘the principle of each person as an end’ is foremost in a dismissal of ‘the notion of an organic connectedness’ (Nussbaum 2000:56-57). This definition has a complex relationship with another definition, being ‘a form of society in which the members of minority groups maintain their independent cultural traditions’. Each of these definitions intersect and this chapter begins to interrogate some of the ways in which the development regime—through land use agreements—attempts to redefine and capture local and regional Indigenous socio-political and economic fields.
This interrogation highlights the value of the plurality concept in its embrace of the mutability of local Indigenous ‘communities’ as parties to land use agreements, acknowledging their contingent and fragmented forms as the expectations of this fluctuating series of groups change over the course of the agreement. Thus, this concept of pluralism needs to be understood as deeply informed by local practical knowledge or, as Scott (1998:332) calls it, “‘metis’; far from being rigid and monolithic, is plastic, local and divergent…pliant and dynamic’.

While acknowledging that an element of the plurality concept is diversity, the concept of difference is both broader in its application, yet is able to be definitionally more specific than the diversity concept. As Bhabha (1988:18-19) suggests—drawing a theoretical distinction between ‘diversity’ and ‘difference’—the diversity concept, when employed in the description of culture, is laden with representational assumptions. Bhabha argues that the notion of cultural diversity ‘creates culture as an object of empirical knowledge [that] radically represents a rhetoric [of]…totalized cultures that live unsullied by the intertextuality of their historical locations…Cultural difference [however] is the process of the enunciation of culture as knowable, authoritative, adequate to the construction of systems of cultural identification’ in a relational rather than unitary mode (Bhabha 1988:19; emphasis in original).

In the context of massive mineral exploitation on Indigenous land, for instance, ‘the problem of the cultural [can be understood as] emerge[ing] only at the significatory boundaries…where meanings and values are (mis)read or signs are misappropriated’ (Bhabha 1988:19), causing misunderstandings and potential conflict. However, it is not accurate to label this ‘problem’ as simply an ‘incommensurability of paradigms’ between capitalist and subsistence economies (Banerjee 2001:48). This essentialist view represents Aboriginal people as fundamentally unchanged or unchanging, when the post-settlement histories of the Indigenous populations of the Pilbara and the Gulf entail interconnectivities that, in this mining context, have produced individuals ranging from the proactively political, the reactive in taking up work opportunities in the industry or engagement with the plethora of associated agreement committees, the disengaged/disenfranchised or simply disinterested and, of course, many who move between these responses and choices.

It seems, nonetheless, given this range of responses, that the Indigenous ‘misreading of the values’ contained within the mining project would appear to have been anticipated by Rio Tinto, in both the agreements at issue here. This may be partly because of the demographic profiles of both regions, which include low rates of formal education and high unemployment (ABS 2002). The Company, being aware of this differing socio-economic demographic profile, held management training in 1996-1997 at the Australian Institute of Aboriginal and Torres Strait Islander Studies (AIATSIS) in Canberra, referred to as ‘Managing Cultural Diversity. Seven dimensions of Indigenous and
corporate mining culture were identified during this training and found to be not only different from each other, but starkly so (Howitt 1997:5). As Howitt (1997:12 footnote 8) cautions however, neither Rio Tinto's culture nor Indigenous culture is uniform or monolithic. It would seem that part of the problem is this reductionist approach, whereby a general or homogenous definable ‘difference’ between the Indigenous and non-Indigenous life-worlds—conflated also as diversity between the ‘us and them’—is categorised in an attempt to ‘know’ and thus control it (see also Tamisari, this volume). Rather, by realising the value of Bhabha’s conceptual distinctions, discussed earlier, we can see that the focus must be on the ‘diversity’ within Indigenous culture—its plasticity, dynamism and sense of locality.

Yet, the organisational culture of the mining company ‘asserts solutions where there is ambiguity’ (Howitt 1997:5). Control has been exerted over the types of benefit flows permitted in the agreement which actively counteract any plurality of expectation and experience within the Indigenous ‘stakeholder’ spectrum. The benefit flows from both agreements at issue here are tied, as they are rendered as ‘long term investments under community trust structures, education, training and employment commitments, [and] Indigenous business development…’ (Harvey & Fry 2003:3). I am not suggesting that positive outcomes are unable to be derived from such a range of benefits in these packages, both being worth approximately A$60 million over fifteen to twenty years (ATSIC Native Title Agreement Summary 1997; Eggleston 2002). Some Indigenous stakeholders are enabled to take up the opportunity for further education, training and employment that otherwise would not be available to them in these remote areas, while the infrastructure and facilities at stakeholders’ homelands has improved and certain commercial enterprises are funded, amongst other things. Indeed, a focus on these positive ‘outcomes’ would be another paper. The matter at issue in this chapter is the way in which these benefits tend to be channelled toward engagement with the mainstream economy, rather than the community or informal economy (Community Economies Collective 2001) and toward the notion of group entitlements through the concept of ‘community benefits’, rather than individual entitlements. This embrace of the putative mainstream economy (such as it is in remote mining communities) is illustrated by the structure of the Trusts set up to manage the bulk of the agreement monies and the tendency to encourage certain types of business development. As an Indigenous ‘beneficiary’ of the Yandi agreement, Keith Lethbridge, suggested ‘company structures are made to white man’s way of thinking. They should be developed to Indigenous culture and not just to generate money’ (Ethical Investor 2004:33). Yet admittedly, developing to ‘Indigenous culture’ is a major challenge, not least because of the porosity and diversity of this ‘culture’.
The Gumala Aboriginal Corporation (GAC) and the Gulf Aboriginal Development Corporation (GADC), established under the Yandi agreement and the Century Zinc agreement respectively, are two of the bodies set up to administer the complex aspects of the agreement programs. As the agreements are couched in terms of ‘community benefit packages’, the term ‘community’ refers to the types of benefits that may legitimately derive from the agreement, as it submerges difference and assumes a consensual agreement on what will ‘benefit’ all. But does the ‘community’ exist? An Indigenous definition of community may mean ‘family’, however family may be defined elastically over an issue. The pressures of ‘family’, in turn, have implications for resource distribution, which Sutton (2001:31), for instance, has defined as ‘public kinship’. That this political economy of kinship runs counter to the corporate democratic model is a ‘problem’ focused on as a negative by industry. It is likewise an issue for a number of younger members of various committees who have pointed out that, ‘there are no rules for accountability and representation. Though you have to be on the committee to be involved, each member is looking after their own family’s interests, and not looking after the whole membership’ (Personal Communication, Gumala Aboriginal Corporation member). The industry response, and the approach of some Aboriginal people, is to encourage ‘capacity building’, a term which I discuss shortly.

Both agreements have trusts in foundations where a significant proportion of the total monies are allocated to long-term investment strategies which may include local and regional Indigenous businesses, with Indigenous and non-Indigenous board members—six for the Yandi trust and eleven for the Aboriginal Development Benefits Trust (ADBT) and ‘development monies’ for the GADC. From a classical economic perspective, a sustained investment strategy is laudable, while also considering advantage to future generations. However, alternative perspectives also need countenance. One to consider is the level of input the broader Indigenous stakeholders have into these investment strategies as the investment ‘policy’ excludes funding individual or private Indigenous businesses.11 That the trust structures of both the Yandi and the GCA agreements both sponsor the funding of community or group initiatives, as opposed to cash money to individuals or investment money for individual or private businesses, would seem to be part of a pervasive perception that the Indigenous social structure is one of communality, not individualism. Thus, entrepreneurialism and associated risk taking is discouraged. It is too simple to elide this issue as stemming from the fact that there are insufficient numbers of ‘business ready’ Indigenous people to take up opportunity (as it is defined). There is considerable frustration amongst those Indigenous stakeholders of both agreements who have had business proposals rejected without understanding the reasons or the processes of decision-making.
Alternative, local economies from the mining mainstream would appear to be discouraged as sound investment options. For instance, the notion of a ‘killer herd’ and appropriate fencing for one resident stakeholder of the Yandi agreement and his family from a homeland was rejected, while one of the major areas of contention of Doormadgee residents as parties to the Century agreement is the lack of support in establishing outstations or homelands away from the community. There is a perspective amongst many Indigenous stakeholders of both agreements that the money is ‘theirs’—as it derived from their land, yet there are strict limitations or ‘rules’ on what it can be used for; limitations that these individuals at least had no part in defining. When individuals are targeted by the programs, it tends to be in terms of specific training in order to facilitate skills appropriate for work in the mining field and with the aim of full-time employment.

The Yandi and GCA agreements are complex, multi-faceted documents, of which employment and training is only one aspect. In the Yandi agreement, for instance, the Company has introduced ‘a wide range of programs’, which includes ‘taking responsibility for a…range of social and cultural issues in the region’ (Van de Bund 1996:1), much of which operates out of the Aboriginal Training and Liaison unit (ATAL). This unit was established in the mid 1990s to undertake surveys of Indigenous sites under the Western Australia Heritage Act 1972 prior to disturbance on Rio Tinto owned leases, referred to as the ‘heritage program’ (Bradshaw 2001). This program has been internalised within the company structure to operate within the planning stages of development in a process of ‘mainstreaming’ (Bradshaw 2001) that in industry terms may be regarded as best practise. Certainly, the Heritage Act, as weak and problematic as it is, is taken seriously. However, by internalising the processes of ‘protecting’ Indigenous sites from the Company’s own development interests there is a risk of a conflict of interests, both real and perceived, between Indigenous rights and concerns and Company imperatives.

The heritage program is comprehensive and could be understood as having broader implications than merely meeting the requirements of the Heritage Act. It also needs to be understood in terms of a community relations exercise. A number of Indigenous stakeholders have suggested that this unit operates somewhat like an Indigenous representative body or, as a ‘pseudo land council’. This perception seems to stem from ATAL’s wide-ranging role as cultural benefactor. According to Bradshaw (2001:5), ATAL’s heritage program ‘also assists with the protection and maintenance of the broader cultural heritage of Aboriginal groups on whose traditional lands Hamersley operates’. ATAL’s apparently philanthropic and flexible program effectively co-opts Indigenous people, as boundaries between Company business and Indigenous business are blurred. This wide program includes the ‘management of significant sites both within and outside of Hamersley lease areas...the
preparation of ceremony grounds’, ‘culture camps’ and the ‘establishment of homeland communities’ (Bradshaw 2001:5). And so the Company permeates the private socio-political lives of the Indigenous agreement beneficiaries. In doing so, ATAL is legitimised as sharing the interests of Indigenous stakeholders. The implicit correlate of this, however, is that Aboriginal people must also share the Company’s interests in the mining industry.

Perhaps similar to the discouragement of untried and thus risky entrepreneurial business possibilities, the normalising strategy of risk reduction is also at work in this intimate space of community relation building that tends to characterise the ATAL unit. As Horwood (2002:1), the then Managing Director of Rio Tinto Australia, stated ‘if a company loses the support of the community that hosts its operation, the risk associated with that operation rises dramatically’. The processes of gaining support hinges on the reduction of different interests in the strategic creation of common interests. Other methods whereby these common interests are fostered are through what is now termed ‘capacity building’.

The concept of capacity building tends to be synonymous with development programs and tends to target very specific types of ‘capacities’. As Howitt (1999:5) suggests ‘it is often people’s capacity to plan, to manage, to participate in development opportunities, to conform to the linear trajectory of rationalist development narratives that is being built…predicated on the…rejection of the value of existing capacities’. The new ‘capacities’ are those that facilitate the Company’s future in the region, that assist in enabling Indigenous ‘stakeholders’ to engage constructively with the industry.

The corollary of this ‘training up’ of specific capacities is that gaining the right to make independent and autonomous decisions about local issues and projects that are dependent on agreement funding may be predicated on conforming successfully to such training. For instance, the Dames and Moore (2000:viii) evaluation of the ATAL program suggested that ‘as capacity grows the control of activities to local communities…should be devolved to reduce the risk of dependence and to increase the capacity for regional independence’. The report indicated that this devolvement of control should also extend to community development issues, and should include leadership and management training. There is an assumption in this finding that ‘capacity’, in its entailment of corporate democratic decision-making process, will grow. If it does not, then control will remain with the Company, thereby setting the parameters of engagement by directing the content and value of ‘capacity’ and instrumentalising this engagement by defining what is legitimate.

In considering legitimate ‘capacities’ one is lead to ask what the risk is that ‘energy and rhetoric are turned to the service of totalising [and in this case linearising] the dynamic(al) space of politics and the space of self-identity in terms of that dimension…?’ (Dyke & Dyke 2002:76). Judith Butler, who is ‘permanently troubled by identity categories’, argues that ‘one dimensional
identity ascriptions and assertions are signs of disciplinary regimes at work (cited in Dyke & Dyke 2002:76). This concept may appear somewhat radical in this context of a liberal democracy, yet it serves as a useful reminder that pluralism advocates the devolution and autonomy for individual bodies in preference to monopolistic control. Likewise, the notion that all Indigenous parties to the agreements are ‘stakeholders’, collapses the referents within a term that seeks—perhaps reminiscent of the usage of ‘community’—to contain and manage plurality, just as it serves to ‘displace political differences’ (Banerjee 2000:3). As Banerjee (2001:41) argues, current notions of corporate citizenship and stakeholders serve to regulate and normalise stakeholders whose needs are often incompatible with corporate interests.

An emerging issue amongst Indigenous agreement beneficiaries is the static nature of the agreements, when as Ballard and Banks (2003:297) indicate, ‘particular, contingent histories of engagement around mining projects yield specific forms of local community, which are themselves subject to continuous processes of transformation over the life of a mining project’. Both agreements were the first of their kind in these regions and only a fraction of the Indigenous population of a region is ever involved in negotiation. Many of the early negotiators of the Yandi agreement are now no longer involved in its management, as new people have taken leading roles bringing different expectations and understandings to it. Ossifying agreements that have been made with one set of people, as political individuals and representatives of a certain set of land owners, often also as members of one generation, creates the risk that the decision-making process cannot evolve, as communities of ‘stakeholders’ do (see Filer 1990 in Ballard & Banks 2003:302). Just as agreements cannot be expected to quantify predicted social impacts of the mine, nor can they be expected to have included the range of expectations within them. In relation to a gold mine in Canada, the Placer Dome Company in Canada regards their agreement with Indigenous people as a ‘living document[s]’, acknowledging that not all issues can be anticipated at the outset (ICME 1999:19).

Although this short chapter has raised more questions than it has answered, I have earmarked several of the strategies through which the development regime of the mining industry has attempted to neutralise difference and consolidate monopoly. Objectifying Indigenous sets of needs and interests under the terms of development enables their capture and incorporation. In doing so, difference is stifled and muted. The embrace of a wide ranging and apparently generous set of programs may appear as a pluralistic approach, but I suggest that in fact it serves to capture Indigenous interests as it attempts to direct and co-opt Indigenous social and political fields, in a process of reform. As Rose (1999:4) says, ‘to govern humans is not to crush their capacity to act, but to acknowledge it and to utilise it for one’s
own objectives'. By focusing on this interactive-relational aspect of Indigenous agency with corporate strategy, I have not sought to reduce Indigenous actors to singular identities, as somehow only relational to the industry. Rather, to open the debate to the often taken for granted assumptions about how Indigenous people 'should be' engaging and why perhaps they do not.

Notes

1 The research from which this paper has grown stems from a three-year Australian Research Council linkage project 'Indigenous community organisations and miners: partnering sustainable development?' It is a project spread across several mine sites in Australia, of which my research includes the Pilbara Iron (previously Hamersley Iron), mines in the Pilbara (Western Australia) and the Zinifex Zinc (previously Century Zinc) mine in the Gulf of Carpentaria (Queensland).

2 I would like to thank David Martin for compiling the ABS census data from both regions.

3 Between 1961 and 1981, the regional population increased by 1400 per cent because of the introduced workforce (Edmunds 1969).

4 With the early exception of the blue asbestos mining town of Wittenoom where, according to Day (2004), Aboriginal people were allocated houses after the mine was closed in 1966 and continued to use the services of the town until the early 1980s (see also Pilbara Asbestos Injuries Working Party 1995).

5 Whereas the term monopoly implies the sole seller of goods and services (Saleem & Behrendt 2001:1).

6 The Aborigines Act of 1905, followed by the Native Administration Act of 1936 gave the state strong legal controls over Aboriginal people, which included the indentureship system, a contract between the pastoral employer and employee. In theory, the employer could be fined for non-compliance with minimal conditions relating to food, clothing and the health of employees; Aboriginal people were in return obliged to stay with that employer. Three months imprisonment was imposed on any worker who absconded; thus ‘protection’ was a device used to force compliance (Wilson 1980:153). Likewise, with the granting of self government in Western Australia in 1890 the protectorate laws of the British colonial office were repealed, a consequence of which was the requirement that one per cent of the gross revenue of the colony should be allocated to funding the administration and welfare of Aborigines (Wilson 1980:154). McLeod (1984) outlines a series of unsuccessful court cases over the issue of regaining this entitlement.

7 See Rigsby 1995; Smith 2000; Holcombe 2004 on such language groups as contemporary tribal formations and as politicised articulations with the state.

8 These are the spellings for the Native Title claim group as filed in the Federal Court. However, the correct orthographic spelling according to the Wangka Maya Pilbara Aboriginal Language Centre for these languages is Yinhawangka, Banyjima and Nyiyaparli. In the Mt Isa ATSIC region, which includes the Gulf of Carpentaria, 24.5 per cent of the Indigenous population aged over 15 years had either never attended school or had only attended to Year Eight or below. The comparable figure for Indigenous people in the South Hedland region, which includes the Pilbara, was 21.5 per cent, while that for the Australian population as a whole was 1 per cent. The unemployment rate amongst Indigenous people in the Mt Isa ATSIC region aged over 15 was 18.5 per cent, and that in the South Hedland ATSIC region was 19.1 per cent. Furthermore, many of those in each region were employed through Community Development Employment Projects (CDEP)
schemes. In contrast, the unemployment rate for Australia as a whole was 7.4 percent (ABS 2002).

10 Parallels can perhaps be drawn here with the ‘significant control over the agenda’ (Hinton & Groves 2004:12) that aid donor organisations have in their sponsoring of specific projects and the determination of policy direction and outcomes.

11 It is noteworthy that this restrictive aspect of allocating funds was considered as part of the review of the Yandi Trusts in late 2003 (which includes the general foundation and the foundation for the elderly and infirm). The other restrictive aspect discussed in the review was the lack of cash payments to individuals (with the exception of annual ‘aged and infirm’ monies to people over the age of fifty-five).

12 In other areas of Western Australia with established land councils—or Native Title Representative bodies—such as the Kimberley Land Council, the Yamatji Land and Sea Council and the Noongar Council, such heritage survey work is channelled through them as the Indigenous representative bodies. This is in part occurring with some Rio Tinto leases in the Pilbara region, through the Pilbara Native Title Service (PNTS). However, the Yandi agreement stipulates that such heritage work on its leases is undertaken by ATAL in a certain timely manner or the benefit flow from the agreement may be jeopardised. The PNTS is, nevertheless, negotiating with Rio Tinto about standardising the procedures for heritage clearance processes and their increased input.

13 As in this cultural context of pluralism ‘difference (and not uniformity), dissent (and not unanimity), change (and not immutability) are “good things”’ (Sartori 1997:62).

14 Rio Tinto noted that its definition of ‘stakeholders has broadened considerably over the last decade. Where the strong focus used to be shareholders, customers and employees, now the groups also includes host communities (those communities living in and around Rio Tinto operations), local, state and national governments, NGOs, and industry and community organizations’ (Rio Tinto 2004).

15 The Yandi trust structure was reviewed after its first five years, as was the GADC. These are, however, only one element of the agreements.

16 However, professional negotiators and mediators, paid for by the Company, assisted them.

17 This risk emerged at the Century mine in a highly publicised ‘sit in’ in 2002 at the mine site.

18 That this also risks creating dependency is perhaps an insidious aspect as well.

References
ABS—See Australian Bureau of Statistics.


McLeod D. 1984, How the West was Lost: The Native Question in the Development of Western Australia, McLeod, Port Hedland.


