

Subclause (3) provides that a person seeking damages for loss or injury caused by an animal need not prove that the keeper of the animal had prior knowledge of a vicious, dangerous or mischievous propensity of the animal. The purpose of this provision is to abolish the common law doctrine of scienter. Subclause (4) requires a court, when determining whether a proper standard of care has been exercised to take into account any measures taken by the keeper to ensure that the animal remained under his control and in his custody, and to warn against any vicious, mischievous or dangerous propensity that it might exhibit.

Subclause (5) provides that in any proceedings, the fact that the loss or injury resulted from the animal straying onto a public street or road is not an excusing or mitigating circumstance. The purpose of this provision is to overrule a body of common law which excused the keeper of an animal from liability for injury or loss occasioned by such a circumstance. Subclause (6) provides that where the employee of a keeper of an animal is injured in circumstances that would give rise to an action under the clause, it shall not be presumed from fact of employment that the employee has voluntarily assumed risks attendant upon his employment that may arise from working in proximity to animals.

Subclause (7) defines 'keeper' as the owner or any person having custody or control of an animal. Where the owner, or the person having custody or control, of the animal is an infant, keeper includes the infant's parent or guardian or the person having actual custody of the animal. Subclause (8) provides that a person who incites or knowingly permits an animal to cause loss or injury is liable in trespass to a person who suffers damage as a result. Subclause (9) excludes the operation of any other principles upon which liability would be based were it not for this clause. Subclause (10) provides that the clause does not affect an action in nuisance relating to an animal, does not derogate from any other statutory right or remedy and does not affect any cause of action that arose before the commencement of the Wrongs Act Amendment Act, 1983.

The Hon. J.C. BURDETT secured the adjournment of the debate.

#### WHEAT DELIVERY QUOTAS ACT (REPEAL) BILL

The Hon. B.A. CHATTERTON (Minister of Agriculture) obtained leave and introduced a Bill for an Act to repeal the Wheat Delivery Quotas Act, 1969-1975. Read a first time.

The Hon. B.A. CHATTERTON: I move:

*That this Bill be now read a second time.*

The Wheat Delivery Quotas Act was enacted in 1969 to ensure fair returns to growers at a time when wheat was over-supplied. The buoyancy of export markets over the last 10 years has meant that it has not been necessary to enforce quotas. However, records relating the quotas to properties have been maintained.

Recent discussion with the United Farmers and Stockowners of S.A. Inc. have revealed that the industry now believes that the need for this legislation no longer exists and the cost of maintaining records is no longer justifiable.

Australian export markets have expanded since 1969 with the result that wheat marketing is more flexible than at the time of the passing of the Act. The demand for wheat is expected to increase even further over the next 10 years with the result that the need for quotas is unlikely to arise during that period. Furthermore, the industry now considers that should an over-supply occur in future, a quota system based on deliveries and not on production would be more suitable for modern farm management. South Australia is

the only State maintaining quota records. In the result, it is appropriate that the Wheat Delivery Quotas Act, 1969-1975, be repealed. Clause 1 is formal. Clause 2 repeals the Wheat Delivery Quotas Act, 1969-1975.

The Hon. H.P.K. DUNN secured the adjournment of the debate.

#### BULK HANDLING OF GRAIN ACT AMENDMENT BILL

The Hon. C.J. SUMNER (Attorney-General) obtained leave for the Hon. B.A. Chatterton to introduce a Bill for an Act to amend the Bulk Handling of Grain Act, 1955-1977.

*Later:*

The Hon. B.A. CHATTERTON (Minister of Agriculture) introduced a Bill for an Act to amend the Bulk Handling of Grain Act, 1955-1977. Read a first time.

The Hon. B.A. CHATTERTON: I move:

*That this Bill be now read a second time.*

The South Australian Co-operative Bulk Handling Ltd is a co-operative venture created under the Bulk Handling of Grain Act, 1955-1977, to establish, maintain and conduct in South Australia, a scheme or system for receiving, handling, transporting and storing of grain in bulk. In providing these functions the co-operative acts on behalf of grain growers, millers, merchants and others concerned in the marketing of grain. The co-operative is obliged to pay rates to 66 councils which have grain silos located in their respective areas. With the advent of recent changes to the bases on which local government may calculate its rates, the co-operative faces substantial increases in this tax, especially where capital value assessments are made.

According to the co-operative, the rates now liable to be paid to some councils are inappropriate and, furthermore, are inequitable in terms of sharing that tax revenue among the several councils. The co-operative has therefore requested that a Bill to amend its Act be introduced to provide that in lieu of council rates it pay a sum of money to councils, which sum would be indexed for inflation and based on the total storage capacity of silos built in the respective districts. This formula will ensure a more equitable distribution of these funds. Under the arrangement, 43 of the 66 councils will receive more funds while, of the 23 councils to receive less, 13 will be under \$1 000 difference.

The drafting of this Bill was approved by the previous Government in May 1982 and was intended to come into operation on 1 July 1982. However, the Bill was never approved for introduction. The Bill has the support of the Local Government Association, 53 of 66 rural councils and the United Farmers and Stockowners Association. I seek leave to have the detailed explanation of the clauses inserted in *Hansard* without my reading it.

Leave granted.

#### Explanation of Clauses

Clause 1 is formal. Clause 2 inserts new section 18a after section 18 of the principal Act. Subclause (1) provides that, notwithstanding the Local Government Act, the company is not liable to pay to the council for an area in which any bulk handling facilities are situated rates declared as general rates by the council, but shall pay instead an amount determined according to the formula—

$$A = \text{S.C.} \times \frac{5}{100} \times \frac{\text{C.P.I.}_2}{\text{C.P.I.}_1}$$

where