**MOOLAWATANA AND YANDAMA FENCE (REMOVAL) BILL 1921**

**House of Assembly, 6 October 1921, pages 892-4**

Second reading

**The COMMISSIONER of CROWN LANDS (Hon. G. R. Laffer)—**I move the second reading of this Bill. It is introduced to overcome a difficult position into which the affairs of a vermin fence known as the “Moolawatana and Yandama” vermin fence have fallen. The fence in question was erected in 1912 under the provisions of the Vermin Act, 1905, and it extends from the boundary of the Paralana vermin fenced district, north of Lake Frome, to the New South Wales border. From time to time since the fence was constructed, the Commissioner has levied vermin rates on the lessees benefited by the fence, which until recently have been paid without question. The proceeds of the rates have customarily been applied partly^ \*towards repayment of the cost of erection, and partly towards the cost of maintenance. In 1920 objection was raised, first by the Quinyambie Pastoral Company, and latterly by other lessees, that they were not liable to pay any further rates, on the grounds that although the Commissioner had power under the Act of 1905 to levy rates to cover the cost of erection, he had no power to levy rates for maintenance. In this contention, as a matter of strict law, the lessees were right, because, owing to an omission in sections 159 and 160 of the Vermin Act, 1905, they were liable only for their proportion of the cost of the fence and not for maintenance. The Crown Solicitor has advised the Commissioner to this effect. Following upon this objection, the representatives Quinyambie Pastoral Company and other lessees interviewed the Secretary for Lands, and informed him (in spite of their objection to pay this particular rate), that the lessees were anxious to have the fence repaired, and if a full statement of the position as regards the past. and the future were forwarded to them, some of the lessees would not object to paying of a reasonable rate to pay for the balance of the cost of the fence and its future maintenance. A considerable amount of correspondence, leading up to the present situation, then took place between the Secretary for Lands and the lessees, the effect of which will be briefly given. In the meantime the Government acting upon the representations made by a deputation of lessees concerned, had decided to extend the sum of £3,000 in putting the fence in complete repair, no part of which sum was to be charged to the lessees, and to introduce a Bill empowering the Commissioner to levy a rate for maintenance on the lessees benefited by the fence. It was proposed that the maximum rate permitted by the Bill would be 3s. per mile. On September 7, 1920, the Secretary for Lands wrote to the secretary to the Quinyambie Pastoral Company, informing him of the Government’s proposal to put the fence in repair, and for that purpose to expend a sum of £3,000, and also of the Government’s intention to introduce a Bill dealing with the matter and asking for an assurance that the proposals would meet with the approval of the company and of the other lessees concerned. On October 12 the secretary of the Stockowners’ Association replied to the above letter, on behalf of the lessees interested in the matter. It was stated that, according to reports on the fence which had been obtained, it was in a very bad state of repair; and even if, at huge expense, it were to be put in repair, it would, owing to the nature of the country, soon be in as bad a state as before. The attitude of the lessees was comprehensively expressed in the two final paragraphs of the letter, as follows:— (1) The lessees do not consider the fence, even if in repair, to be of sufficient service to warrant the expenditure; (2) the fence, if repaired, would not remain dogproof for any appreciable length of time, owing to the drifting nature of the sandy ground, and would be a continual expense without sufficient recompense. The Secretary for Lands replied to this letter October 18, drawing attention to the inconsistency between the views of the lessees as expressed in the letter and those verbally expressed by their representatives who had interviewed him previously. It was also pointed out that the deputation purporting to represent the lessees which had waited upon the then Commissioner requested him to put the fence in repair, and urged upon him that the fence was of great assistance in coping with the wild dog pest. The letter concluded in the following terms:—“The Government is not anxious to incur useless expenditure, and had approved of the cost of repairs being borne by the Government only, out of consideration for the lessees, but if your letter represents the opinion of all the lessees interested in the area, he will be pleased to give instructions for the work not to be proceeded with.” On November 1 the Stockowners7 Association replied that they proposed to obtain reports from Mr. Wade, of Benagerie Station, and Mr. Hemmings, of Mulyungarie Station, as to the condition and the future possibilities of the fence, and asked that in the meantime nothing should be done towards repairing the fence. These reports were made available a month later. In substance they considered that owing to the nature of the country the fence, would be very difficult and expensive to maintain, and would probably cost from £1,200 to £1,500 per year. The lessees asked that a conference should be held between the Secretary for Lands and themselves, “when the whole matter could be gone into with the object of ascertaining whether or not the Government will assist the lessees financially in the maintenance of the fence.” The letter proceeded to say. that *“*should no such assistance be forthcoming from the Government, it was then the desire of the lessees that nothing further should be done in regard to the fence.” The request for a conference was not acceded to. The Government had already made a substantial offer, under which they were to bear the whole cost of putting the fence in repair, on the understanding that the lessees would then continue to pay rates for its future maintenance. Beyond that the Government could not be expected to go, and, in fact, were not prepared to go. Nothing therefore was to be gained from a con­ference such as that suggested. The present position of the matter, then, is this. The Government would be prepared to assist the lessees to the extent already mentioned, but the lessees apparently want more than what is offered. In the meantime, the fence, which contains very valuable material, is lying in such a condition that it is quite useless for its purpose. According to Mr. Hemmings ’ report, much, of it is badly sanded up, and this in places where it had already been topped up with a 2ft. netting. Where the fence crosses Lake Frome the posts and netting are mostly rotted away and lying flat on the ground. It is not likely that the Government and the lessees will ever come to any mutually acceptable arrangement under which the fence can be maintained in efficient order. The attitude of the lessees in the circumstances is to be gathered from the passage already quoted from their letter of December 2; that is, that as no further assistance can be given by the Government, nothing further should be done in regard to the fence. The Government, however, do not propose to respect the literal aspect of this statement. The fence is useless as it is, but the material can be taken up and used for the repair of the border fence, for the maintenance of which the Government are jointly responsible with the New South Wales Government; or it can be sold for what it will realise, and the proceeds applied towards repay­ing the balance of the original cost of erection and maintenance. It is to authorise this to be done that the present Bill is introduced.

Mr. Harvey—What amount is owing on the fence to-day?

The COMMISSIONER of CROWN LANDS —I cannot tell that. It is probably here in the docket, but I will find out and let the honorable member know.

Mr. Blackwell—Will the fence pay for removal?

The COMMISSIONER of CROWN LANDS —The material that is taken can be utilised. The only object for this Bill is to provide for its removal.

Mr. Blackwell—Is it supposed to be rabbit-proof?

The COMMISSIONER of CROWN LANDS —It is not rabbit-proof now. It has not been maintained. The posts have rotted away in some places, and in that country there is always drifting sand. The stockowners did not care about the renovation of the fence because it would not pay them. They go in for cattle principally, and not for sheep, and they do not care very much about the fence at all. Clause 3 empowers the Commissioner to take up and remove the materials of which the fence consists, and to sell it, or otherwise dispose of it. This will include a power to use the materials for repairing other fences if that is thought desirable. Subclause (2) provides that, in the event of the materials being sold, the proceeds are to be applied towards paying the balance of the cost of erecting and maintaining the fence. The fence will be sold and whatever it realises will be placed to its credit.

Mr. Blackwell—Providing you get a buyer.

The COMMISSIONER of CROWN LANDS —The fence will be taken up and the material valued and whatever it is worth will be credited to the account. Clause 4 safeguards the Commissioner against any actions for trespass or similar matters for which he might otherwise be liable in carrying out the powers given by the Bill. Clause 5 provides that no further liability is to be incurred in respect of the fence by owners and occupiers of the lands benefited by the fence. Subclause (2) saves all liabilities properly incurred before the passing of the Bill. That is the report of the provisions of the Bill. The position has been fully considered from every point of view and this is the only course open, unless we are prepared to allow the fence to remain and rot away. I move the second reading of the Bill.

Mr. HARVEY secured the adjournment of the debate until October 11