ENVIRONMENT AND PUBLIC AFFAIRS COMMITTEE

SUBMISSION TO THE UPPER HOUSE COMMITTEE OF THE WA PARLIAMENT ON UNCONVENTIONAL GAS AND FRACCING –

SUBMISSION FROM ERIC, RICHARD AND MARY HOLMES

WE ARE A LANDHOLDER WITH A FARMING PROPERTY LOCATED AT SOUTH ENEABBA ON THE MIDWEST COAST, WHICH IS CURRENTLY UNDER AN EXPLORATION PERMIT

WE ARE CONCERNED ABOUT THE IMPACT IT WILL HAVE ON OUR FARMING OPERATIONS NOW AND IN THE FUTURE, REGARDING AS FOLLOWS,

1) LAND USE – LAND RIGHTS

FROM OUR EXPERIENCE IT WOULD BE VERY EASY TO END UP IN THE MAGISTRATES COURT REGARDING ACCESS AGREEMENTS. AS A SMALL LAND HOLDER IN COMPARISON TO THESE LARGE PETROLEUM COMPANIES, WHO WOULD HAVE THE MONEY AND RESOURCES TO MEET THESE COMPANIES IN OUR COURT SYSTEM, TO PROTECT OUR LAND RIGHTS AND OUR LAND USE RIGHTS eg. WE HAVE TO FILL OUT "NATIONAL VENDOR DECLARATION AND WAYBILL FORMS" EACH TIME WE SELL OR MOVE STOCK OFF THE PROPERTY"

CAN THESE COMPANIES AND THE DEPARTMENT OF MINES AND PETROLEUM GUARANTEE THAT THE CHEMICALS USED IN THE DRILLING, FRACCING AND PRODUCTION PROCESSES, WON'T EFFECT OUR WATER, LAND AND AIR, WHICH IN TURN LEAVE CHEMICAL RESIDUES IN OUR LIVESTOCK. WHICH WOULD LEAVE US IN CONTRAVENTION OF THE NATIONAL VENDOR DECLARATION WHICH COULD HAVE HUGE RAMIFICATIONS WHEN SELLING OR EXPORTING MEAT.

IT IS HARD TO GET FACTUAL INFORMATION ON WHAT WILL TAKE PLACE.

2) WATER USE AND CONTAMINATION NOW AND IN THE FUTURE AS ABANDONED WELLS AGE AND DEGRADE

3.) FUGITIVE GAS LEAKS – THE EFFECTS ON HUMAN HEALTH AND

LIVESTOCK HEALTH.

DURING OUR NEGOTIATIONS WITH THE PERMIT HOLDER THAT COVERS OUR PROPERTY WE WERE TOLD IN NO UNCERTAIN CIRCUMSTANCES THAT THEY HAVE THE RIGHT TO COME IN UNDER SECTION 17 OF THE PETROLEUM AND GEOTHERMAL ENERGY RESOURCES ACT 1967, NO MATTER WHAT OUR CONCERNS ARE. THE PERMIT HOLDERS RESPONSE IS THAT IT IS A STRATEGIC RESOURCE. WHAT IS THE MEANING OF STRATEGIC RESOURCE UNDER "THE CONSTITUTION OF THE COMMONWEALTH OF AUSTRALIA". WE BELIEVE THE WORD "STRATEGIC" IS BEING USED VERY LOOSELY TO MEET (SATISFY) COMPANY AND GOVERNMENT NEEDS. WILL THIS GAS BE USED FOR A STRATEGIC PURPOSE OR A COMMERCIAL PURPOSE.

A QUESTION THAT WE WOULD LIKE ANSWERED, IS AUSTRALIA STILL A COMMON LAW COUNTRY AND IS "FEE SIMPLE" STILL APPLICABLE FOR PROPERTY OWNERS WHOSE LAND IS HELD UNDER DEEDS IN FEE SIMPLE WITH THE CROWN SEAL?

OUR LAWYER SCREWED UP THE FIRST DRAFT ACCESS AGREEMENT THAT THE PERMIT HOLDER SUBMITTED AND ASKED THEM TO SUBMIT A PROPER AGREEMENT.

IN THE PERMIT HOLDERS SECOND DRAFT ACCESS AGREEMENT ITEM 4:3 NATURE OF PAYMENTS

(a) IN CONSIDERATION OF THE PAYMENT 4:1, THE OWNER HEREBY WAIVES ANY RIGHTS TO CLAIM COMPENSATION PURSUANT TO SECTIONS 17 TO 19 (INCLUSIVE) OF THE PETROLEUM ACT, OR ANY OTHER SECTION WHICH MAY APPLY NOW OR IN THE FUTURE. THIS WAIVER ALSO EXTENDS TO ANY OTHER COMMON LAW OR STATUTORY RIGHT WHICH MAY PERMIT THE OWNER TO CLAIM DAMAGES AND/OR COMPENSATION FOR THE SUBJECT MATTERS COVERED IN SECTIONS 17 TO 19 (INCLUSIVE) OF THE PETROLEUM ACT AND;

(b) IN CONSIDERATION OF THE PAYMENT IN 4:1 THE OWNER SHALL NOT PREVENT THE OPERATOR FROM COMMENCING ANY OPERATIONS

PURSUANT TO SECTION 20 OF THE PETROLEUM ACT DURING THE TERM.

WE FEEL THAT THE PERMIT HOLDER ACKNOWLEDGES THAT AUSTRALIA AND WA HAS COMMON LAW. CAN WE THEN INTERPRET (CONFIRM) THAT AUSTRALIA AND WA STILL HAS COMMON LAW.

WE ALSO BELIEVE THAT THE PETROLEUM AND GEOTHERMAL ENERGY RESOURCES ACT 1967, SECTION 17(1) ACKNOWLEDGES COMMON LAW (ALTHOUGH NOT EXPLICIT) AS WELL WHEN IT SAYS "COMPENSATION TO BE PAID FOR THE RIGHT TO OCCUPY THE LAND" AS WELL AS ACKNOWLEDGING IT IN 17(2).

THE GOVERNMENT OF WESTERN AUSTRALIA - DEPARTMENT OF MINES AND PETROLEUM ALSO ACKNOWLEDGES IN THEIR "WESTERN AUSTRALIA'S PETROLEUM AND GEOTHERMAL EXPLORER'S GUIDE 2012 EDITION PAGE 115, "CAN AGREE AS TO AMOUNT OF COMPENSATION (IF ANY) FOR THE RIGHT TO OCCUPY THE LAND"

HAS SELWYN JOHNSTON GOT IT WRONG WHEN HE CLAIMS

ref: PROPERTY RIGHTS IN AUSTRALIA

http://www.johnston-independent, com/property_rights_html

AUSTRALIA IS A COMMON LAW COUNTRY, AND PROPERTY OWNERS HAVE RIGHTS AT LAW, PARTICULARLY THROUGH THE HIGH COURT RULING BY MR JUSTICE KIRBY IN SEPTEMBER 1998. PROPERTY OWNERS WHOSE LAND IS HELD UNDER DEEDS IN FEE SIMPLE HAVE THE RIGHT TO REFUSE TO AGREE TO THE TAKE OVER OF THEIR LAND FOR THIS OR ANY OTHER PURPOSE.

PROPERTY OWNERS RIGHTS IN AUSTRALIA ARE GUARANTEED IN THREE DIFFERENT LEGAL INSTRUMENTS, AS UNDER

(1) DEEDS IN FEE SIMPLE

(2) MAGNA CARTA 1215

(3) THE BILL OF RIGHTS 1688/9

FEE SIMPLE RIGHTS, PARTICULARLY THE HIGH COURT RULING GIVEN BY MR JUSTICE KIRBY IN SEPTEMBER 1998 WHEN HE MADE HIS DECISION BY USING AN EARLIER HIGH COURT CASE (1923) WHEN MR JUSTICE ISAACS SETTLED A DISPUTE BY

CONFIRMING TO THE PROPERTY OWNER IN THE CASE THE RIGHTS CONFERRED ON ALL PROPERTY OWNERS UNDER THEIR FREEHOLD DEEDS IN FEE SIMPLE

END OF ref.

WE ALSO REFER TO A DOCUMENT PREPARED ON 8th JANUARY 2008 BY SUE + LINDSAY MAYNES - FARMERS LAND OWNERSHIP RIGHTS IN AUSTRALIA - FLORA.

ref: FLORA

BECAUSE A GRANT IN FEE SIMPLE TITLE ENCAPSULATES THE ELEMENTS OF OWNERSHIP, INHERITANCE, PERSONAL RIGHTS, INCOME, EQUITY, EVEN BANKRUPTCY, - IT IS THE BASIS OF COMMON LAW. REMEMBER FROM WHERE IT DEVELOPED - THE MAGNA CARTA - WHERE THE COMMON MAN CLAIMED HIS RIGHT OF OWNERSHIP.

IT IS SUPERIOR TO ALL GOVERNMENT REGULATIONS, ACTS, ETC AND BECAUSE IT IS ENSHRINED IN COMMON LAW. IT IS ALSO PROTECTED BY THE AUSTRALIAN CONSTITUTION AND THE SEPERATION OF POWERS BECAUSE IT IS THE BASIS OF COMMON LAW, IT IS SUPERIOR TO ANY LAW GOVERNMENT MAY CREATE AS MOST LAWS TODAY DEAL WITH COMMERCE AND CONTRACTS IN VARIED FORMS.

WHEN YOU PURCHASE A GRANT IN FEE SIMPLE TITLE DEED, YOU PURCHASE FOUR ELEMENTS OF OWNERSHIP. THESE ELEMENTS ARE INDEFEASIBLE AND INALIENABLE. THEY CANNOT BE TAKEN AWAY OR MADE NULL OR VOID.

(1) TENEMENTS - ANY STRUCTURES ON THE LAND. HOUSES, SHEDS, FENCES, ETC

(2) MESSUAGES - THE RIGHT TO BUILD A STRUCTURE OF ANY KIND ON THE LAND

(3) CORPOREAL HEREDITAMENTS - THE LAND ITSELF, TREES, ROCKS, SOIL

(4) INCORPOREAL HEREDITAMENTS - THIS IS A RIGHT ISSUING FROM THE PHYSICAL ELEMENT OF LAND, SUCH AS RENT, INCOMES FROM AN ENTERPRISE ON THE LAND. THEY ARE A RIGHT TO HAVE AN IDEA THAT WILL BECOME PHYSICAL ON THE LAND, IE TO DEVELOP A

BUSINESS AND PRODUCE AN INCOME. AN INCORPOREAL HEREDITAMENT IS THE THINGS WE DO WITH OUR LAND INCLUDING WASTE IT.

A TRESPASSER IS ANYONE WHO DOES NOT HAVE YOUR PERMISSION TO ENTER YOUR PROPERTY – NO MATTER THEIR TITLE.

MANY PEOPLE QUESTION THE RIGHT TO EXCLUDE TRESPASSERS, HOWEVER THE HIGH COURT RULED IN THE CASE OF PLENTY VS DILLON (1991) HCA 5, (1991) 171 CLR 635 F.C. 91/004 (7th MARCH 1991) THAT NOT EVEN A POLICEMAN COULD ENTER YOUR PROPERTY WITHOUT YOUR PERMISSION. THIS WAS DOUBLY UPHELD IN DECEMBER 2006 IN THE CASE OF NEW SOUTH WALES VS IBBETT (2006) HCA 57 (12 DECEMBER 2006).

IF A GRANT IN FEE SIMPLE TITLE BELONGS TO THE LAND AND CARRIES ALL THE LISTED RIGHTS; THEN A LANDOWNER IS NOT ABLE TO CHANGE THAT TITLE IN ANY WAY, EITHER BY SELLING OFF ONE OF THE RIGHTS OR KEEPING ONE OF THE RIGHTS FROM A SALE, BECAUSE HE DOESN'T OWN THE RIGHTS OF THE LAND, SO MUCH AS HE HAS AN ATTACHMENT TO THEM FOR A PERIOD OF TIME. TO DO SO, WOULD RENDER THE TITLE LESS THAN IT IS AND THE OWNER DOES NOT HAVE THE LEGAL RIGHT TO CHANGE A LAW AND/OR THE COMMON LAW GRANT IN FEE SIMPLE TITLE DEED WITHOUT INTERFERING WITH THE CONSTITUTION, WHICH OF COURSE, REQUIRES A REFERENDUM OF THE SOVEREIGN PEOPLE AND REMEMBER, THERE IS NO OTHER TYPE OF LAND RECOGNIZED IN AUSTRALIA.

IN FACT, WHEN GOVERNMENT PURCHASE FEE SIMPLE LAND IT AUTOMATICALLY REVERTS TO CROWN LAND. IF THEY THEN SELL IT AGAIN, BUT WITH RESTRICTION ON ANY OF THE LISTED RIGHTS, THEY ARE SELLING SOMETHING THAT IS NOT FEE SIMPLE, AND AGAIN, AUSTRALIA RECOGNIZES NO OTHER TYPES OF LAND OWNERSHIP.

GOVERNMENT LEGISLATION THAT IS NOT ATTACHED LEGALLY TO THAT TITLE DEED CANNOT BE ENFORCED ON A GRANT IN FEE SIMPLE TITLE.

THE FOUNDATION OF THE TORRENS SYSTEM IS THE PRINCIPLE

THAT WHAT IS RECORDED ON THE REGISTER IS PARAMOUNT. THIS CONCLUSIVENESS OF THE REGISTER OF THE IMMUNITY FROM ATTACK BY ADVERSE CLAIM TO THE LAND THAT THE REGISTERED PROPIETOR ENJOYS IS CALLED INDEFEASIBILITY OF TITLE, LAND TITLE ACT 1994 (QLD), REAL PROPERTY ACT 1886 (SA), LAND TITLES ACT 1980 (TAS), LAND TITLE ACT 2000 (NT), REAL PROPERTY ACT 1900 (NSW), LAND TITLES ACT 1925 (ACT), TRANSFER OF LAND ACT 1893 (WA).

HIGH COURT CASES IN SUPPORT OF OUR TITLE OF OWNERSHIP AND ATTACHMENTS RE TORRENS TITLE.

- LAPIN AND ANOTHER V ABIGAIL (1930) HCA 6, (1930) 44 CLR 166 (28 MARCH 1930)
- PIRIE V REGISTRAR-GENERAL (1962) HCA 58 (1962) 109 CLR 619 (30 NOVEMBER 1962)
- HILLPALM PTY LTD V HEAVEN'S DOOR PTY LTD (2004) HCA 59 (1 DECEMBER 2004)

SO - A GRANT IN FEE SIMPLE GIVES THE PURCHASER A NEAR ABSOLUTE RIGHT TO DO WHATSOEVER THEY WISH WITH THEIR LAND, AND NO PERSON OR BODY OR GOVERNMENT CAN INTEFERE WITH THOSE RIGHTS, MAKE LEGISLATION TO REMOVE THOSE RIGHTS, OR GOVERN THOSE RIGHTS.

THE ONLY THING GOVERNMENT CAN DO WITH YOUR LAND IS BUY IT FROM YOU UNDER JUST TERMS COMPENSATION IF THEY REQUIRE IT FOR A PUBLIC PURPOSE. THIS WAS AN ISSUE RECENTLY IN SYDNEY WHERE PARRAMATTA COUNCIL WAS RESUMING PRIVATE PROPERTY FOR A PRIVATE CONCERN. THE COURTS RULED THAT THIS WAS NOT POSSIBLE.

AND YOUR TITLE DEED IS VITAL BECAUSE IF THERE IS NO ATTACHMENT TO YOUR LAND AT THE TIME OF PURCHASE, NO PERSON, BODY OR GOVERNMENT CAN ATTACH ANYTHING WITHOUT YOUR PERMISSION. THAT IS WHY, WHEN THE LAND WAS SOLD FROM OUT OF CROWN HANDS, THINGS SUCH AS MINERAL RIGHTS WERE ATTACHED AT THAT TIME. THEY CANNOT BE ATTACHED AFTER THE SALE AND WHEN THE LAND IS IN ANOTHER'S HANDS.

FEE SIMPLE IS WHAT WE COMMONLY CALL FREEHOLD AND IS THE ONLY COMMON LAW TENURE RECOGNISED BY THE "SKELETON" OF LAND LAW AND AT COMMON LAW. THE TENURIAL RIGHTS OF OWNERSHIP IN FEE SIMPLE ARE RECOGNISED WORLD WIDE AND ARE DEFINED AS "IT CONFERS, AND SINCE THE BEGINNING OF LEGAL HISTORY IT ALWAYS HAS CONFERRED, THE LAWFUL RIGHT TO EXERCISE OVER, UPON, AND IN RESPECT TO, THE LAND, EVERY ACT OF OWNERSHIP WHICH CAN ENTER INTO THE IMAGINATION, INCLUDING THE RIGHT TO COMMIT UNLIMITED WASTE, AND, FOR ALL PRACTICAL PURPOSES OF OWNERSHIP, IT DIFFERS FROM THE ABSOLUTE DOMINION OF A CHATTEL, IN NOTHING EXCEPT THE PHYSICAL INDESTRUCTIBILITY OF ITS SUBJECT (HCA 34, (1923) 33 CLR 1 (9 AUGUST 1923).

END OF REF

IS THAT WHY THE PGER ACT STATES THAT OPERATIONS ARE NOT TO BE UNDERTAKEN ON PRIVATE LAND WITHOUT AN AGREEMENT, OR IT WOULD BE IN BREACH OF SECTION 20 OF THE PGER ACT 1967, MEANING THEY WOULD BE TRESPASSING.

DURING OUR NEGOTIATIONS WITH THE PERMIT HOLDER THAT COVERS OUR PROPERTY WE WERE TOLD IN NO UNCERTAIN CIRCUMSTANCES THAT THEY HAVE THE RIGHT TO COME IN UNDER SECTION 17 OF THE PGER ACT NO MATTER WHAT OUR CONCERNS ARE. AS PREVIOUSLY NOTED THE ACCESS AGREEMENT THEY WANTED US TO SIGN, THEY WANTED US TO AGREE TO THE REMOVAL OF OUR PGER ACT RIGHTS AND ALSO ANY OTHER COMMON LAW OR STATUTORY RIGHTS. CONSIDERING THE POSITION WE NOW FACED, WE SAID, WE WOULD NOT SIGN THE ACCESS AGREEMENT UNDER THOSE TERMS, AND NOT WANTING TO GO THROUGH THE MAGISTRATES COURT DUE TO COURT COSTS (OUR LAWYER ADVISED US THIS COULD BE EXPENSIVE). SO WE SAID TO THEM IF THIS IS AS THEY CLAIMED, IT IS STRATEGIC, THEY HAD BETTER COME ON AND PROCEED WITH THE EXPLORATION HOLE AND THAT THE PERMIT HOLDER AND THE DMP WOULD BE

RESPONSIBLE FOR THE HOLE SINCE THE PERMIT HOLDER CLAIMS ITS FOR A STATEGIC PURPOSE. WE THEN WENT TO PERTH TO SEE THE DMP ABOUT THE SCENARIO, AND THEY ADVISED US THAT THEY (PERMIT HOLDER) COULD NOT REMOVE OUR RIGHTS AS PREVIOUSLY NOTED, BUT AN ACCESS AGREEMENT DOES HAVE TO BE SIGNED

WE ENDED UP RECEIVING NOTIFICATION FROM THE PERMIT HOLDER, THEY WERE PROCEEDING TO THE MAGISTRATES COURT. COMING TO THE END OF THE THREE MONTH TIME PERIOD TO GO TO COURT, OUR LAWYER CONTACTED THEM AS WE HAD HEARD NOTHING FROM THEM. THEY REPLIED THAT THEY WERE LOOKING FOR AN ALTERNATIVE SITE TO DRILL THE EXPLORATION HOLE.

WE WERE LEFT HIGH AND DRY, AND NO COMPENSATION FOR COSTS INCURED IN PREPARING FOR THE MAGISTRATES COURT AND THE LOSS OF INCOME DUE TO THE IMPENDING COURT CASE WHICH HAD NOW CEASED WITH NO NOTICE

THEN FIVE MONTHS LATER AFTER ORIGINAL NOTIFICATION OF GOING TO THE MAGISTRATES COURT, THEY NOW WANT TO RESUME TALKS REGARDING THE EXPLORATION HOLE.

THE PROPOSED WELL SITE IS NOW IN ITS THIRD PROPOSED LOCATION ON OUR PROPERTY, WHICH MEANS EACH TIME THE PERMIT HOLDER WANTS TO MEET WITH US REGARDING HOW IT WILL IMPACT OUR FARMING OPERATIONS.

CONSEQUENTLY, WE HAVE NOW SIGNED AN ACCESS AGREEMENT WITH THE PERMIT HOLDER, BUT WE BELIEVE THAT WE HAVEN'T BEEN TREATED JUSTLY OR LAWFULLY AS UNDER "THE CONSTITUTION OF THE COMMONWEALTH OF AUSTRALIA" – COMMON LAW – FEE SIMPLE. WE COULD NO LONGER AFFORD THE TIME AND COSTS ASSOCIATED IN PURSUING A RESOLUTION WITH AN ACCESS AGREEMENT AS IT HAD COME TO A DEAD END.

WE WERE TOLD THAT THE OTHER LOCATION THEY WERE LOOKING AT WAS JUST OUTSIDE OUR WESTERN BOUNDARY IN THE LESUEUR

NATIONAL PARK. THE PERMIT HOLDER WAS APPARENTLY TOLD TO NEGOTIATE AN ACCESS AGREEMENT WITH THE ADJOINING FARMING LANDHOLDER.

THIS RAISES AN IMPORTANT QUESTION, HOW DOES A TWO POINT FIVE MILLIMETRE WIRE BOUNDARY FENCE, DECIDE, THAT ON ONE SIDE OF THE FENCE THE GAS IS STRATEGIC AND ON THE OTHER SIDE OF THE FENCE IT IS A NO GO ZONE, WHICH IS THE NATIONAL PARK AND BELONGS TO THE STATE (PEOPLE) AND SO DOES THE GAS WE ARE TOLD.

I HAVE JUST RECEIVED A PHONE CALL TODAY CONFIRMING THAT THEY CAN MOVE THE LOCATION OF THE WELL HOLE ON THE WELL PAD BUT STAY WITHIN THE BOUNDARIES AGREED TO IN THE ACCESS AGREEMENT, TO MEET THE DMP REQUEST THAT THE FRACKED FISSURES WILL BE CONTAINED WITHIN OUR BOUNDARY. THEY ALSO HAVE TO CONSTRUCT A CONTAINMENT BANK AGAINST OUR WESTERN BOUNDARY FENCE SO THAT IF THERE IS A SPILL IT WONT GO INTO THE NATIONAL PARK.

WATER - OUR PROPERTY HAS THREE KNOWN FAULT LINES RUNNING THROUGH IT. THE EAST END OF THE FARM HAS NO VIABLE UNDERGROUND WATER AVAILABLE. IN THE MIDDLE OF THE FARM THERE IS A SURFICIAL AQUIFER WHERE OUR ONE AND ONLY BORE IS LOCATED WHICH SUPPLYS WATER TO THE WHOLE FARM AND HOMESTEAD. WE HAVE A BORE ON THE WEST END WHICH WAS PUT DOWN WHEN BARRACK ENERGY DRILLED GARDINER ONE GAS WELL, WHICH IS A LOT DEEPER TO WATER - BUT VERY GOOD WATER. THIS QUIFER FROM INFORMATION FROM DEPARTMENT OF WATER SUPPLYS WATER TO THE TOWNS OF LEEMAN AND GREEN HEAD, WITH THEIR BORE AND STORAGE TANK APPROXIMATELY FOUR KILOMETRES FROM THE PROPOSED DROVER ONE EXPLORATION HOLE (WEST END OF OUR PROPERTY)

AS WE HAVE SAID BEFORE "STRATEGIC RESOURCE" GETS USED VERY LOOSELY, BUT WA BEING A VERY DRY STATE AND ALL

THE TALK OF CLIMATE CHANGE, WE BELIEVE THIS WATER RESOURCE HAS MORE STRATEGIC VALUE THAN UNCONVENTIONAL GAS. HAVING JUST ATTENDED A WATER SUMMIT MEETING IN GERALDTON WE BELIEVE THAT MORE SO. THE TECHNOLOGY FOR THIS UNCONVENTIONAL GAS PROCESS MIGHT BE AS THEY SAY "WORLDS BEST PRACTICE", BUT CAN THEY GUARANTEE THE QUALITY OF THE WORK OF THE OPERATOR AND NATURE (eg FAULT LINES, THE AFTER EFFECTS FROM THE FRACCING PROCESS AND THE RAMIFICATIONS OF AGEING WELLS POST GAS PRODUCTION.) IF CONTAMINATION DID OCCUR, IS THERE A CONTINGENCY PLAN FOR WATER eg WATER PIPELINE FROM THE KIMBERLEYS, CAN THE STATE FUND (DEAL) WITH THAT TYPE OF FAILURE.

WE BELIEVE IF THIS INDUSTRY IS TO PROCEED, BEFORE IT PROCEEDS WATER MONITORING BORES AND WATER TESTED ON ALL PROPERTIES AND TOWN WATER SUPPLY BORES SHOULD BE TESTED AND RECORDED AS WITH SOIL AND AIR SO THERE IS A BASE LINE FIGURE IN CASE OF A WELL FAILURE OR ACCIDENT OR AN UNFORSEEABLE SITUATION OCCURS, AT NO COST TO THE LANDHOLDER OR COMMUNITY.

CONCLUSION - KEY QUESTIONS

WE BELIEVE THERE ARE MANY MORE UNANSWERED QUESTIONS ARISING FROM THE PROPOSED UNCONVENTIONAL GAS INDUSTRY THAN FIRST MEETS THE EYE. WE WOULD LIKE TO SEE THESE ISSUES THOROUGHLY INVESTIGATED, WITH HONEST, OPEN AND ACCOUNTABLE ANSWERS.

(1) LAND RIGHTS

(a) DOES THE AUSTRALIAN GOVERNMENT AND WESTERN AUSTRALIAN GOVERNMENT STILL OPERATE UNDER THE "CONSTITUTION OF THE COMMONWEALTH OF AUSTRALIA" REF QUICK + GARRON (THE ANNOTATED CONSTITUTION OF THE AUSTRALIAN COMMONWEALTH)?

(b) DOES AUSTRALIA AND WESTERN AUSTRALIA STILL HAVE COMMON LAW AND FEE SIMPLE LAND TENURE?

FROM OUR EXPERIENCE THIS NEEDS TO BE CLARIFIED, TO GIVE LAND HOLDERS CERTAINTY OF THEIR POSITION WHEN NEGOTIATING ACCESS AGREEMENTS AND KEEPING THESE COMPANIES HONEST WITH THEIR DEALINGS WITH LANDHOLDERS. IT ALSO GIVES CERTAINTY TO LANDHOLDERS FOR THE PURPOSE OF LAND USE (INFRASTRUCTURE INVESTMENT) IF THIS INDUSTRY IS TO PROCEED.

(c) WHAT IS THE REAL WELL FAILURE RATE?

(d) WATER MONITORING BORES NEED TO BE PUT IN AND WATER, SOIL AND AIR QUALITY NEED TO BE TESTED AND RECORDED INDEPENDANTLY AS TO HAVE A BASE LINE RECORD.

(e) WHAT IS THE TRUE INTERPRETATION OF "STRATEGIC UNDER THE CONSTITUTION OF THE COMMONWEATH OF AUSTRALIA", AS WE STRONGLY BELIEVE THIS IS BEING WRONGFULLY USED TO GAIN ACCESS TO PROPERTIES, IN TURN TO GAIN ACCESS TO THESE GAS RESERVES FOR COMMERCIAL GAIN. IF GAS IS STRATEGIC WHY DOES SO MUCH GET EXPORTED APPROXIAMATELY 85%. WHY HASN'T JAMES PRICE POINT GONE AHEAD? (APPARENTLY ALL THAT GAS WILL BE EXPORTED - DOESN'T MAKE SENSE). WHY CAN'T THESE COMPANIES GO INTO NATIONAL PARKS? IF THE DMP DOESN'T WANT THE FRAC FISSURES TO GO UNDER A LANDHOLDERS BOUNDARY INTO A NATIONAL PARK, THAT WOULD MEAN, THAT IF THIS INDUSTRY PROCEEDS THAT HORIZONTAL DRILLING AND FRACCING WOULD NOT BE ABLE TO GO OUTSIDE THE BOUNDARY INTO THE NATIONAL PARK. WHY NOT? WORLDS BEST PRACTICE CANT BE GOOD ENOUGH FOR NATIONAL PARKS OR THE GAS IS NOT GOING TO BE USED FOR STRATEGIC PURPOSE.

(f) IF WATER QUIFERS DID BECOME CONTAMINATED CAN THEY REPAIR THE DAMAGE OR HAVE THEY GOT A CONTINGENCY PLAN IF THAT DID OCCUR?

ERIC HOLMES LANDOWNER RICHARD + MARY HOLMES OCCUPIERS