

Mrs Helen Mahar
SA

19 January 2004

Native Vegetation Inquiry
Productivity Commission
LB2 Collins St
Melbourne Vic 8003

Dear Sir

First, because of distance, I will not be able to attend the public hearing in Adelaide on Monday 9th February 2004. Please accept my apologies.

So I wish to comment on the paragraph on p 402 of the draft report. It needs correcting.

“There is evidence to suggest that heritage, agreements have not always been entered into voluntarily, but have on occasion, been entered into under pressure in order to obtain a trade off for clearance elsewhere on a property. Mahar (sub 40) claimed that after 5 years of attempting, and failing, to gain permission to clear regrowth on her property, she signed a heritage agreement in the belief that this would appease the NW, which would then grant approval for clearance elsewhere on the property. In attempting to gain a heritage agreement over part of the property, Mahar claims that the NW was acting unlawfully, since it requested that a heritage agreement be signed for land that was not in the application to clear.”

This is factually inaccurate and misleading. The above paragraph could be more accurately rephrased as:

“There is evidence to suggest that heritage agreements have not always, been entered into voluntarily, but have on occasion been entered into under pressure. Mahar (sub 40) claims that the Native Vegetation Authority (NVA) initially offered clearance consent over regrowth, subject to signing a large heritage agreement. Mahar objected, consent refused. Subsequent negotiations for such a trade-off failed. The Mahars exercised an exemption to maintain grazing, which was eventually recognized by the NVA. The NVA recommended that a 'hardship payment' be made in recognition of income losses caused by Branch delays in recognizing that exemption. Then the NVA linked receipt of the 'hardship payment' to the Mahars agreeing to sign a heritage agreement. Mahar claims that this heritage agreement was signed under pressure, without clearance consent. All this took five years. Mahar claims that the NVA was acting unlawfully from the start in requesting that a heritage agreement be signed for land that was not in the application to clear, and therefore ineligible for compensation. Mahar claims that the NVA was again

acting unlawfully in linking reimbursement of income losses to signing a heritage agreement.”

If in doubt about the above, please check my submission. It contains a number of attached documents confirming the corrected version.

Yours sincerely

Helen Mahar