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4 April 2018

**By Email: [AboriginalLandCommissioner@network.pmc.gov.au](mailto:AboriginalLandCommissioner@network.pmc.gov.au)**

Aboriginal Land Commissioner  
Office of the Aboriginal Land Commissioner  
GPO 9932  
Darwin NT 0801

Dear Commissioner Mansfield

**RE: REVIEW OF DETRIMENT ISSUES – SEVEN EMU REGION  
LAND CLAIM NO 186, WOLLOGORANG AREA II LAND CLAIM  
NO 187 AND PART OF MANANGOORA REGION LAND CLAIM  
NO 185 (LAND CLAIM REPORT NO 66)**

I write on behalf of Pardoo Beef Company Pty Ltd, owner of Wollogorang pastoral lease, PPL 1113. They have only recently been made aware of the above mentioned review.

Wollogorang is potentially impacted by Wollogorang Area II Land Claim No 187, which covers the Intertidal Zone in the Wollogorang region, more specifically:

All that land in the Northern Territory of Australia between the high water mark and the low water mark from where the eastern bank of the Calvert River meets the low water mark to the Queensland border. (Land Claim Report No 66 at para 9).

It is also potentially impacted by Seven Emu Region Land Claim No 186, which covers the Bed and Banks of the Calvert River, more specifically:

All that land in the Northern Territory of Australia being the beds and banks of the Calvert River from the mouth of the said river so far as it is adjacent to the south-eastern boundary of Northern Territory Portion 1351, otherwise known as Seven Emu Pastoral Lease. (Land Claim Report No 66 at para 7).

This correspondence provides notice of Pardoo's intention to provide detriment information with respect to the land claims. A detailed response and any evidentiary material will be provided to you by 2 May 2018.

I am also copying Darrel Jarvis, Australian Director of Pardoo Beef Company Pty Ltd, on this correspondence.

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Yours faithfully  
**WARD KELLER**



**BRADLY TORGAN**  
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Our ref: 20180019:BST

1 May 2018

**By Email: [AboriginalLandCommissioner@network.pmc.gov.au](mailto:AboriginalLandCommissioner@network.pmc.gov.au)**

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Darwin NT 0801

Dear Commissioner Mansfield

**RE: REVIEW OF DETRIMENT ISSUES - SEVEN EMU REGION LAND CLAIM NO 186, WOLLOGORANG AREA II LAND CLAIM NO 187 AND PART OF MANANGOORA REGION LAND CLAIM NO 185 (LAND CLAIM REPORT NO 66)**

Dear Commissioner Mansfield

Please find attached a statement of detriment from Darrel Jarvis, Australian Director of Pardoo Beef Company Pty Ltd, with regards to Wollogorang pastoral lease in the above-mentioned mentioned matter.

Yours faithfully  
**WARD KELLER**

  
**BRADLY TORGAN**  
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**ABORIGINAL LAND RIGHTS (NORTHERN TERRITORY) ACT 1976**

**STATEMENT OF DARREL JARVIS**

**REGARDING THE REVIEW OF DETRIMENT ISSUES FOR SEVEN EMU REGION LAND CLAIM NO 186, WOLLOGORANG AREA II LAND CLAIM NO 187 AND PART OF MANANGOORA REGION LAND CLAIM NO 185 (LAND CLAIM REPORT NO 66)**

1. My name is Darrel Jarvis. I am Australian Director of Pardoo Beef Company Pty Ltd (**Pardoo**), owner of the Wollogorang pastoral station (**Wollogorang**), PPL 1113. Pardoo, in turn, is owned by TBG Agri Holdings Pty Ltd (Australia) (**TBG**). My place of business is in Malaga WA.
2. This statement is based on my personal knowledge, except as to that which is based on information and belief. As to those matters, I believe them to be true based on that information and belief.
3. Wollogorang Station is a perpetual pastoral lease of approximately 5761 square kilometres. Its border along the north-east is the high water mark of the Gulf of Carpentaria, and extends for approximately 40 kilometres. Its north-western border is the Calvert River, which extends for approximately 30 kilometres. Both the inter-tidal zone and the bank and bed of the Calvert River adjacent to Wollogorang are subject to Aboriginal Land Claims addressed in Land Claim Report No 66 (**Land Claim Report**), prepared by the Aboriginal Land Commissioner and released in April 2003.
4. There are two separate land claims addressed in the Land Claim Report affecting Wollogorang, Seven Emu Region Land Claim No 186 for the bed and banks of the Calvert River and the Wollogorang Area II Land Claim No 187 for inter-tidal zone. Collectively, I will refer to them as the **Land Claim**.
5. The purpose of my statement is to update the Land Commissioner on the detriment that will occur to the owners of Wollogorang if the Land claim is granted.

**Pastoral-related activity**

6. I am informed, and on that information believe that Pardoo, as owner of Wollogorang, has certain rights to access and take water from the portion of the Calvert River covered by the Land Claim. Specifically, Pardoo has the right:
  - a. to take water from the Calvert River adjacent to Wollogorang pursuant to section 11 of the *Water Act (NT)* for domestic purposes, drinking water for grazing stock, and irrigation of a small garden associated with a dwelling unit on the land; and
  - b. to access the banks of the Calvert River pursuant to section 13 of the Water Act, including Wollogorang's stock.



7. Pardoo acquired Wollogorang in 2015, but I am also informed, and on that information believe, that the above-mentioned rights accrued to Wollogorang since the commencement of the Water Act in 1992, before the lodgement of the Land Claim in 1997.
8. I am also informed, and on that information believe, that ownership of the water flowing in the Calvert River would not transfer to the claimants if the Land Claim is granted. That ownership would remain vested in the Crown. Nevertheless, the ability of Pardoo to exercise its rights would be compromised:
  - a. pursuant to section 70 of the *Aboriginal Land Rights (Northern Territory) Act 1976* (Cth) (**Land Rights Act**) Pardoo would have no right to access, use or cross the beds and banks of the Calvert without the agreement of the Northern Land Council and the land trust to whom the land would be granted, and Pardoo and its employees and contractors would commit an offence under section 70(1) of the Land Rights Act if it entered and remained on Aboriginal Land without the required estate or interest or approvals; and
  - b. Pardoo and its employees and contractors would commit an offence under the *Aboriginal Land Act* (NT) if Pardoo and/or its employees entered the Land Claim area without permission.
9. There are currently about 25,000 head of cattle at Wollogorang, which is the approximate carrying capacity of the property. Wollogorang is used as a breeding property, producing cattle for the live export market through Darwin port.
10. Cattle at Wollogorang do wander on to the banks of the Calvert River along almost its entire length adjacent to Wollogorang in order to drink from the river. Pardoo does not pump water from the river, but there are plans to do so within the next several years.
11. Absent permission from the relevant land trust should the Land Claim be granted, crossing the banks of the Calvert River to retrieve cattle would be a violation of both the Land Rights Act and the Aboriginal Land Act as identified above. This would require fencing along Wollogorang's border with the bank of the Calvert River.
12. Fencing in this area, however, is not practical. The amount of flood waters, the speed of the current, and the associated debris flow during the wet season would destroy any fencing, requiring its replacement every year. It also makes little economic sense. I estimate that replacing fencing every year would cost approximately \$5,000 per kilometre for what I believe to be an unnecessary expense of approximately \$150,000 annually.
13. This creates a dilemma for Pardoo; it would need to keep cattle off the bank of the Calvert River, but with no practical way to do it.
14. Pardoo's ability to take water from the Calvert River for Wollogorang stock would also be compromised.
15. There are plans to increase the number of man-made watering sites on Wollogorang in order to increase the carrying capacity to 40,000, but the nearest site will still be

approximately 20 kilometres from the river. Dependency on the Calvert River as a significant source of stock water will still exist.

16. While I am uncertain as to numbers, loss of access to the Calvert River would necessitate a reduction in the carrying capacity of Wollogorang and result in a detriment to Pardoo and TBG.
17. Cattle also wander out onto the tidal flats and inter-tidal zone and during the wet season cattle make use of the sand dunes above the intertidal zone for dry ground. We would suffer similar problems with the impracticality of fencing in this area. Pardoo would have to fence off the inter-tidal zone to keep cattle from wandering on to Aboriginal land, but the fencing would occur across the very area the cattle use as dry land during the wet season.
18. Pardoo does cull scrub bulls, which we consider to be feral animals. During 2017, I estimate that our contract bull catcher removed approximately 1,000 scrub bulls from the north-western portion of the property, including the bank of the Calvert River. Upon completion of the cull, our intention is to undertake capital works in that area of the property and restock with a controlled herd in 2019. Those efforts may be delayed if our contractor cannot access the banks of the river to cull scrub bulls.

#### **Tourism activity**

19. Current tourist and recreational activity at Wollogorang is modest. Pardoo provides access for a maximum of 300 people, almost entirely fishermen, who are all required to take a short course and sign an agreement to respect to station, before being allowed recreational access. I understand this amount to be lower than that reported in the Land Claim Report. The owners of Pardoo have, however, committed to establishing a formal facility for tourists and amateur fishermen in the medium term.

#### **Other considerations**

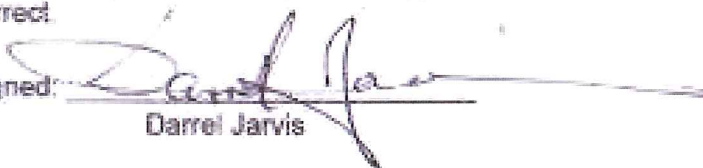
20. I did not directly receive an invitation to participate in the detriment review for the Land Claim, but I was provided the invitation that was sent to another stakeholder. I assume that the language, however, is substantially similar to any invitation I might have received, and am operating on that assumption.
21. I noticed several items in the invitation for which the Aboriginal Land Commissioner seeks information separate of the actual detriment itself. In particular, the invitation seeks submissions and evidence including but not limited to information explaining:
  - When the detriment concerns were acquired;
  - The extent to which Commissioner Olney's recommendation in Report No. 66 was considered in making any decisions that may have resulted in those detriment concerns; and
  - Whether professional advice regarding any such decisions was sought/received and from whom that advice was sought/received.



22. As I mentioned above, Wollongorang was purchased in 2015. To the best of my knowledge, the Land Claim was not declared to Pardoo at that time. The due diligence that was provided at that time also did not identify the Land Claim. Thus, Commissioner Olney's recommendation in Report No. 65 was not considered in the owners' decision to purchase the property.
23. I believe the owners' would have seriously considered the Land Claim, had they known about it at that time, a 'deal breaker' to the purchase.
24. I believe this for several reasons. First, Gulf frontage was a major consideration in the purchase. Second, dependency on water from the Calvert River to maintain herd size was recognized.
25. The third reason is uncertainty. Not knowing whether there would be access to the Calvert River or the inter-tidal zone makes long term capital planning almost impossible. Major capital expenditures of between \$10-\$15,000,000 have or are being undertaken on Wollongorang by the new owners; expenditures on water, yards, buildings, and breeding programs, all of which could be for naught and many of which likely would not have occurred in light of what the owners know now about the Land Claim.
26. The intent of the owners has been to create and integrated pastoral enterprise with the adjacent Wentworth pastoral lease in Queensland, also owned by Pardoo. The uncertainty now places this in jeopardy, as well.
27. Even if the Land Claim is granted I do not believe the uncertainty would disappear. Pardoo and TBG have had no interaction with the claimants or the Northern Land Council of which I am aware in regards to the Land Claim and I have no assurance at this time that reasonable accommodation can be reached for access to the bed and banks of the Calvert River and the inter-tidal zone.

I declare that I have read this statement carefully before signing it and believe it to be true and correct.

Signed:

  
Darrel Jarvis

Date:

20 APRIL 2018

Our ref: 20180019:BST

2 August 2018

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Dear Commissioner Mansfield

**RESPONSE TO SUBMISSIONS ON BEHALF OF CLAIMANTS: SEVEN EMU  
REGION LAND CLAIM NO 186, WOLLOGORANG AREA II LAND CLAIM NO  
187 AND PART OF MANANGOORA LAND CLAIM NO 185**

**Darwin**  
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I refer to your letter of 24 July 2018 inviting Mr Darrel Jarvis, Director of Pardoo Beef Company Pty Ltd (**Pardoo**), to respond to submissions made by NLC on behalf of the claimants for Seven Emu Region Land Claim No 186, Wollogorang Area II Land Claim No 187 and part of Manangoora Land Claim No 185. I have received instruction from Pardoo to respond as follows.

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NLC has not commented on any of Pardoo's specific claims of detriment, so it is fair to assume that the detriment discussed by Mr Jarvis in his statement of 20 April 2018 is accepted as valid if the land claims are granted.

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In that light, you have asked Mr Jarvis to comment on whether a licensing arrangement like that suggested by NLC in its response is a workable and reasonable arrangement to address the detriment, or "jeopardy" as NLC referred to it, in paragraph 24 of its submission.

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For a number of reasons, it is not.

- It only refers to current usage of the claim area. It does not provide for future activity that may legally be undertaken on the property.
- It only addresses current pastoral uses, specifically access for mustering and maintenance/repair of fencing. It does not address future pastoral activities that may not be occurring at this time.
- There are no provisions for non-pastoral uses, either current or future. As noted in Mr Jarvis' statement of 20 April 2018, there is current, albeit modest, tourism and recreational activity at Wollogorang, and the owners



of Pardo have committed to establishing a formal facility for tourism and amateur fishing in the medium term.

It is Pardoo's intent, however, to control the number of visitors to the northern coastline of Wollogorang to, amongst other issues, avoid interface with station activities and ensure respect for sacred sites.

- As also noted in Mr Jarvis' statement, Wollogorang is intended to be an integrated pastoral operation with Wentworth station, adjacent to the east in Queensland. It would create operational difficulties to have a Land Trust affecting the intertidal zone of one station, but not the other.
- NLC has offered that the any license would be fully transferable without further consent of the Land Trust. Ministerial consent, however, would still be required. While Pardoo has no plans to sell Wollogorang, there is no assurance that NLC or the Land Trust would not oppose Ministerial consent if it did.

As a more general observation, it appears that what the NLC is suggesting in its submission is that it will replicate the status quo. By referring only to current pastoral uses, though, it does not. NLC's submission says the list "is not an exhaustive recitation of the elements of a proposed licence", but therein lays the problem in trying to comment on the ultimate workability and reasonableness of any arrangement. It is exceedingly difficult to comment on a hypothetical raised in only the most general of terms. We do not even know at this time whether the features that are itemised would be acceptable to the claimants. I am informed by Mr Jarvis that there are no current discussions or negotiations taking place with the claimants or their representatives and he is not aware of any such discussions having ever taken place with Pardoo.

If NLC truly does wish to replicate the status quo with regard to both current and legally permissible future uses, then Pardoo sees no practical reason for the claim areas to be alienated as sought by the claims.

Pardoo does have an Indigenous Land Use Agreement with the Garawa People over the neighbouring Wentworth station defining the interface between Indigenous land uses and pastoral activities and outlining reciprocal rights and responsibilities. Pardoo would not be averse to entering into discussions for a similar relationship with the Wollogorang claimants.

Yours faithfully  
**WARD KELLER**



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Darrel Jarvis, Director  
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