



Speech by

Mrs D. PRATT

MEMBER FOR NANANGO

Hansard 20 August 2003

SOUTH EAST QUEENSLAND WATER CORPORATION

Mrs PRATT (Nanango—Ind) (10.58 p.m.): I rise to address the House over the actions of the South East Queensland Water Corporation, of which the state government is a major shareholder. The South East Queensland Water Corporation has informed one of my constituents that the sale of land, which is part of a combined freehold leasehold agreement, will not be permissible unless changes to the current conditions of the lease are agreed to. The property concerned is at Wivenhoe Dam, but it can be fairly assumed that the jackboot tactics by the corporation do not apply to this isolated parcel of land, but will apply to all properties that come under its jurisdiction.

The owners of a freehold property have held the lease of an adjacent parcel of land for some time and have complied with every condition of that lease. The lease states that the leasehold block may be sold and a contract of sale has been signed as far back as early March this year. Their lease upon this land does not expire until 2052—a lease which stipulates very clearly what can and cannot be done under the agreement. Like any lease, this is a binding contract. The terms and conditions of that lease cannot be changed at the whim of a bureaucratic decision. It is a legally binding document. The owners have appealed to the minister to intervene, but without any response. The owners now face the possibility of losing the sale due to the ongoing legal debate between their representatives and those of the corporation. The corporation is claiming that the leased land part of the sale cannot go ahead unless new strict conditions are met. The owner's long-term lease gives them the right to either transfer, sublet or assign all or part of the lease if certain conditions are met, which they have been. But SEQWC is demanding that the lease time be shortened, payment of a higher rental and an additional management agreement be signed in respect of the adjoining lease land. The current lessees have been unable to get any response from either the minister or bureaucrats over defending their legal right to sell.

So far the only stated response is a letter from SEQWC's legal representatives stating that its client does not consider that compliance with their request for consent is consistent with the purposes and objectives of the corporation. As such, it states—

We have been instructed that no further steps will be taken by it (the Corporation) in relation to your request.

After nearly five months and despite the lessees meeting all of the requirements under the long-term contract, no resolution has been found. It appears that SEQWC feels that it can move the goalposts by imposing new conditions that are outside the terms and conditions of the existing lease.

An agreement is an agreement, and I call on SEQWC to honour its contractual obligations. This case brings to light the power bureaucrats try to exercise over land-holders by having the final say on whether or not properties can be sold in the future. SEQWC already has adequate powers under the terms and conditions of the existing long-term leases to manage grazing practices and water-quality issues, but it now seeks to impose new conditions for greater commercial gain and control over land-holders. With all the other legislation restricting farming practices, it virtually means that primary producers are losing their rights and their viability. It is no wonder that so many people are leaving the land. I call on the minister to address this problem with urgency as the decision by his department not to respond other than through legal channels is not the community consultation—

Time expired.