**DOG FENCE ACT AMENDMENT BILL 1962**

**Legislative Council, 30 October 1962, page 1781**

Second reading

Received from the House of Assembly and read a first time.

The Hon. C. D. EOWE (Attorney General) : I move:

That this Bill be now read a second time.

Its objects are to clarify the responsibility of owners of the various sections of the dog fence to keep the fence properly maintained and in dog-proof condition at all times and to place the same responsibility on lessees of Crown land on which any portion of the dog fence stands. Section 22 (1) of the principal Act casts on the owner of any part of the dog fence the duty of causing the fence to be inspected at proper intervals, of maintaining it in proper condition so that the fence is at all times dog-proof, and of taking all reasonable steps to destroy all wild dogs in the vicinity of the fence.

In a recent case, where the lessee of Crown land was charged under that section, it was successfully contended: (a) that the lessee was not the owner of the part of the fence standing on the leased land as the fence was a fixture attached to the land and, the land being owned by the Crown, the ownership in the fence was also vested in the Crown; and (b) that the requirement to maintain the fence so that it is at all times a dog-proof fence does not imply that the owner must always keep the fence in a perfect dog-proof condition. The result of this case has caused some concern to the Vermin Districts Association and the Dog Fence Board as it throws some doubts on the effectiveness of the provisions of the Act for ensuring that fence owners keep their sections of the fence in dog-proof condition and properly maintained.

The Crown Solicitor has reported that it would be extremely difficult to enforce those Provisions of the Act unless the ownership of the fence standing on Crown leasehold land is, for the purposes of those provisions, deemed to be vested in the lessee and an absolute duty is test on the owners to keep the fence dog-proof all times.

Clause 3 accordingly re-enacts section 22 (1) of the principal Act with all its present elements but the new subsection also clearly imposes on the owner of any part of the dog fence the duty at all times to keep it properly maintained as a dog-proof fence and in dog- proof condition. Clause 4 adds a new section 24a which provides that, where any part of the dog fence stands on land comprised in a Crown lease, the lessee shall, for the purposes of Part III of the Act, be deemed to be the owner of that part of the fence, but as certain parts of the fence standing on pastoral leases are vested in vermin boards the responsibility for maintaining them will remain in those boards. These amendments will remove the doubts created by the decision in the recent case to which I have referred and facilitate the enforcement of the Act.

Honourable members will be aware that the Dog Fence Board is primarily a board of landholders and is almost completely supported by the graziers concerned. I have no doubt whatever that an overwhelming body of opinion would favour this Bill.

The Hon. S. C. BEVAN secured the adjournment of the debate.