

**Submission
No 20**

**INQUIRY INTO AGISTMENT OF HORSES AT YARALLA
ESTATE**

Name: Mr Colin Wale

Date received: 29/07/2013

26 July, 2013

The Director
Select Committee on the Agistment
of Horses at Yaralla Estate
Legislative Council
Parliament House
Macquarie Street
SYDNEY, NSW 2000

To: The Hon. Robert Borsak MLC, Committee Chair

RE: Inquiry into the agistment of horses at Yaralla Estate

As a key stakeholder in issues concerning the Dame Eadith Walker/Yaralla Estate ("Yaralla"), I am extremely disappointed by the recent actions of Sydney Local Health District ("SLHD"). I was licensee of the Yaralla Estate for approximately 25 years. During that time I made significant improvements to the land with no assistance from SLHD or its predecessors, yet SLHD targeted me to justify their decision to evict the horses when the basis of their decision was challenged. I feel both myself and the horse owners have been treated unfairly by SLHD's representations to the public and in their management of the whole affair.

In April 1982 my family and I moved into Boronia cottage in the ground of Dame Eadith Walker estate. There were **44 horses** agisted on the estate at that time. Previously there had been cattle for a number of years.

In 1987 I took over control of the horse paddocks and was told by Central Sydney Area Health Service ("CSAHS") (SLHD didn't come into existence until much later) via the Property Manager of Royal Prince Alfred Hospital, that it was a heritage/historical estate and that I had to maintain them as they were. I was specifically told not to change anything and under no circumstances was I to build anything i.e. no sheds or stables etc. Of my own initiative, I immediately started reducing the numbers of horses on the paddocks as there were too many. Pastures Protection at the time advised that the area could sustain 28.

In 1996 the then Property Manager of CSAHS advised that I had to have a formal licence. Under the terms of this licence I had to maintain the premises, which I was already doing. The licence also stated that they would **inspect** the paddocks from time to time and would advise me if any repairs/replacements/fertilising etc needed to be done and that I would have 7 days to do it. To my knowledge no inspections ever took place until January 2013, and I certainly never received any complaints about my management of the property or requests to make repairs etc from them. The terms of the licence were that I had to maintain the property to the satisfaction of the licensee. As I was never advised of anything wrong I assumed everything was alright.

In fact in July 2012 two members of SLDH came to our house to inform us that we had to vacate the house under the terms of our lease. We had retired from work and were expecting this. I notified them that plans were already in place for the building of a new home for my wife and I.

I was then asked if I could keep the paddocks on in my name even after we moved out. They were advised that this may not be a viable option as our new home would be some distance away and, as they had been advised in a previous email, my health had deteriorated. They then suggested that I keep the paddocks on in my name but employ someone else to do the work but keeping a bit of the profit for myself. I was then told SLDH wanted me to continue with the lease for the paddocks after I left the house as, once I no longer had the licence for the paddocks, they were committed to doing something else that they didn't want to do. I was not told what this was but I said I would think about it and get back to them.

For the duration of my management of the property, I was continually repairing and replacing fences as white ants kept eating the fences. I also repaired or replaced fences as they became worn down over time or damaged by mishap and erected electric fencing, removed barbed wire, added water facilities, removed rubble from the paddocks, added fill etc. I slashed the paddocks to keep up the health of the pasture but did not fertilise as expert advice was that the clay base of the soil made fertilisation inappropriate as it would simply run off into the nearby Parramatta river. I put in place other risk management policies, such as avoiding the agistment of stallions and requiring management plans for "windsucking" horses to avoid damage to the fences. I monitored the condition of the paddocks and the conduct of the horse owners on a daily basis and was constantly reminding the horse owners of their obligations not to change the fencing, observe the restrictions on access to areas of the estate etc. Being on site, I was ordinarily available immediately for any incidents and often assisted in obtaining veterinary care for animals when required.

It was only when one horse owner caused problems the following month, in August 2012, that SLHD became involved in Yaralla in any significant way. In a very short space of time, while I was in hospital, the horse owner concerned performed extensive, unauthorised works in a paddock forming part of Yaralla but outside of the scope of my licence. This horse owner is a multi-millionaire and can afford to pay people to do things. SLDH arranged a meeting between the horse owner, Council and myself for 11 September 2012 but I was not allowed to contribute to the discussions regarding the horse owner's activities. SLHD emailed him telling him to remove his horses from the premises due to his actions, and asked me to also write telling him to leave but he refused to go and sought legal advice. He took us all to court as he said he had done no wrong. The court case was at 2 p.m. on or about 29 November 2012 and I received a hand-delivered letter from SLHD's solicitors at 4.30 p.m. that day telling me that my licence was cancelled and that SLHD required vacant possession of the paddocks by 31 December 2012. I can only assume it was SLHD's motivation to rid Yaralla of the particular horse owner by evicting all horse owners that led to this notice being given, despite the problem area not even forming part of my licence.

In December 2012 SLHD instructed Mr Ron Turner of Blue Visions to inspect the paddocks. This was done in mid January 2013, at a time of year when it was summer, there had been no substantial rainfall for a long period and naturally the pasture was suffering from these harsh conditions. The majority of horse owners supplement their horses' feed year round but certainly at this time of year all horse owners were bringing in lucerne to supplement the feed, yet this was not acknowledged by the report. Though, in the Blue Visions report they advised that inspections took place on

20 and 29 December 2012 of which I was not notified, even though I was the licence holder at that time.

Over the course of the next few months, my licence was extended while SLHD assessed the condition of the paddocks in order to decide on remedial works. During this time I understand the horse owners were led to believe SLHD intended to work with them to a satisfactory outcome for all. This did not occur, as the horse owners were in April given two months' notice to vacate without any opportunity to respond to the decision or get more than a quick verbal of the reasons behind it.

I understand SLHD's initial position was that the reason for their decision was that the horse owners had failed to look after the paddocks and their horses appropriately. The horse owners naturally provided evidence to the contrary.

Dr Anderson, CE of SLHD, then headed a fresh wave of accusations against me, using the report by Ron Turner as "proof" that I was not looking after the place. She said that the use of star stakes for fencing was dangerous and a horse could fall and injure itself, even though a few years prior SLHD gave Council approval to use star stakes to install a fence for the "walkway" 5m inside the paddocks. There were also contrary statements which painted me as someone profiteering from the property and failing my obligations under the licence, when, as stated above, it was SLHD's duty to inform me if there was any issue with my management of the property and I was mainly prevented from doing anything significant with the estate by the restrictions imposed on me for heritage reasons by SLHD/its predecessors.

A main justification was that the fences were unsafe, as one horse had escaped into a lady's backyard in the dead of night and two others onto Concord Hospital's helipad. In actuality, the horse in the backyard walked through a hospital fence. The lady said to me she had complained to the hospital numerous times that her fence was falling down to no avail and, when it did fall down in the middle of the night, SLHD rang and asked if I could go up and fix it. So at 2.30 a.m. I was up at her fence.

The two horses on the hospital helipad escaped through Council's star stake fence, which was beyond the area covered by my licence and so beyond my management responsibility. When it was installed I told them it was shale ground and would fall over. They claimed to know what they were doing and from then on I repeatedly had to go over there fixing the fence. After this incident I installed an electric fence. I have commented further about these "unsafe fences" later in this submission.

The Blue Vision report also said a properly run commercial property would have much better fences etc and charge much higher fees for it to pay for it but, until SLHD mentioned about their "plans" during their visit on 20 July 2012, I only charged what I thought the horse owner could afford. I wanted it to be a nice friendly place where local people come to see the horses, where horse owners could visit their horses and exercise and ride them etc. Many people cannot afford "professional" fees but I still wanted them to have the opportunity to have a horse. My fees were adjusted accordingly. It has only been through my attempts to keep fees down as much as possible that many young people or families have been able to enjoy the benefits of horse ownership in suburbia. I only increased my fees after SLHD told me of their unspoken plans that day in July 2012.

As a side note, if SLHD had just sent me an email telling me that they were enforcing cancellation of my lease by 31 May 2013 and that the horses had to leave by that date, I would have advised the horse owners. I am sure they would have kicked and screamed but they would have gone, as they are decent law-abiding citizens, but Dr Anderson's intensive accusations had alienated everyone. The licence allowed the licence to be terminated by notice. But the misleading way SLHD did so and the basis for the decision were beyond this scope.

In the last few months there were strong rumours going around that the Mounted Police were taking over the licence, which SLHD initially wouldn't admit to. This proved to be very true, however, when the Mounted Police themselves talked about it in the media. SLHD finally admitted it, and then cancelled the agreement, that they then agreed had been signed by both parties "in the middle of the night", due to public protests. This is only one of many instances of "backtracking". SLHD has continually changed their story and also acted inconsistently with their own instructions for the management of the land.

Interestingly, the recently released proposed plan of the property show small paddocks, plus two huge paddocks. As SLHD have vowed and declared that horses should only be one per paddock it makes one wonder what is planned for these two large areas. Dr Anderson repeatedly said in the media the fences were unsafe. Therefore it is obvious that she is not going to allow horses in there. Rumours are now abounding about buildings, and we can only assume this means houses, though she has continually said no buildings etc. More so due to the fact that "Blue Vision" are a company specialising in development projects. **See attached plan.**

A copy of the plan is attached, from which you will note that the very fences SLHD say are unsafe and likely to fall down are marked as "Long term upgrade of existing fencing". Long term usually ends up as never.

Not one cent of Health funds have been spent on the paddocks. No taxpayers money has been spent on the paddocks. All monies received by the estate, I am led to understand, goes into the Trust Fund which should be used solely for the upkeep of the estate. And, should a hospital ward or hospital department move into Yaralla House, all costs involved should be paid out of Health Funds.

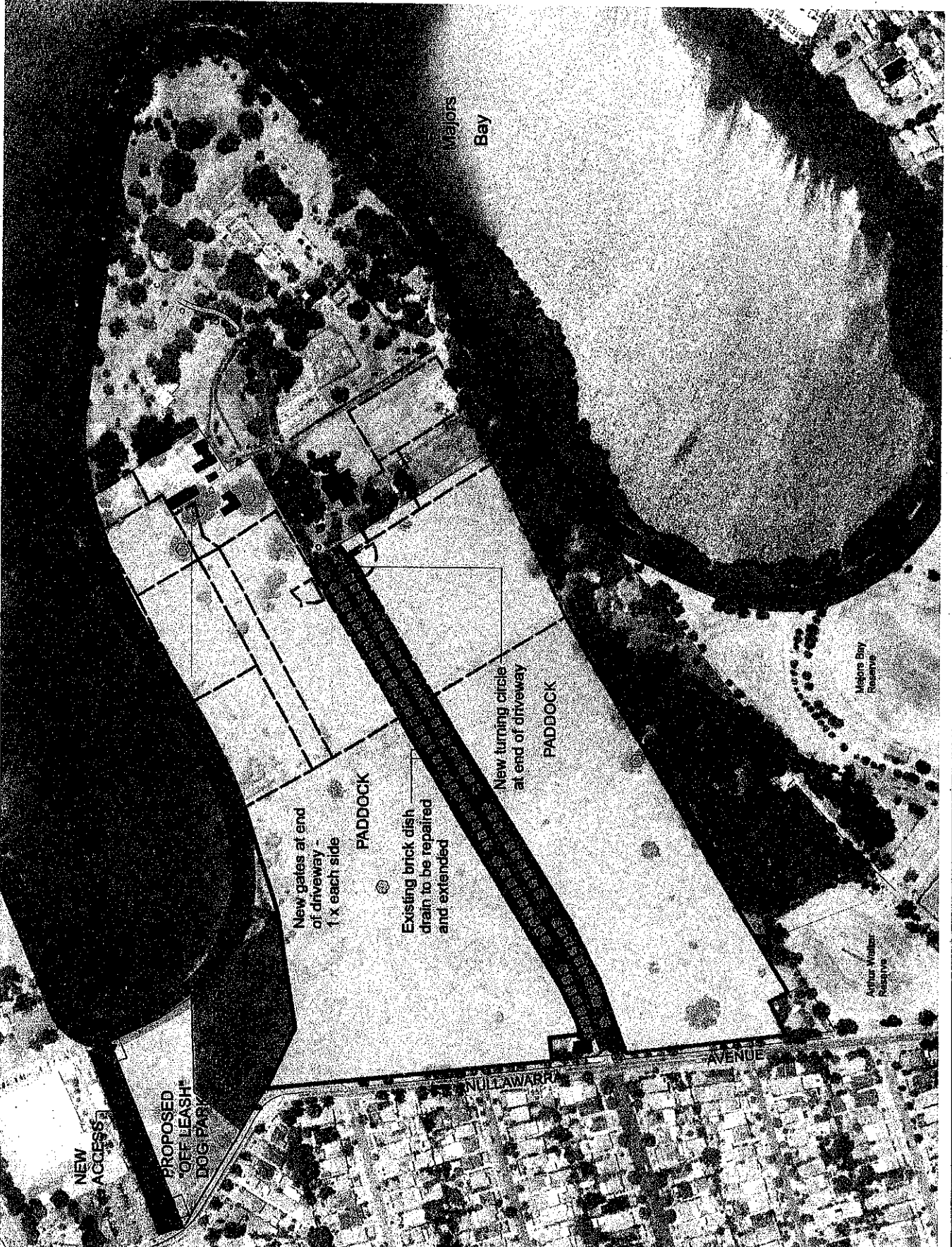
In conclusion, SLHD's actions leave a lot to be desired. Their incompetent actions are beyond comprehension. They should stick to health matters and leave horses to someone that knows what they are doing. And we are yet to see how SLHD handle the asbestos that was brought onto the property with their permission. But so far it doesn't look promising – **see attached statement.**

Colin Wale

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Legend

- Existing trees
- Existing trees to be removed - to be confirmed by Arborist
- Existing buildings
- Existing Kokoda Track Memorial Walkway to foreshore
- Bush regeneration works area
- Paddock area subject for weed eradication and rejuvenation works
- Tread avenue driveway and landscape restoration area
- Fencing arrangement to agistment area
- Long term upgrade of existing fencing
- Stabilised gravel path link public access to foreshore walk
- Signage markers to public walk / access



DATE MAY 2013	CLIENT Health Sydney NSW Local Health District	TITLE Schematic Plan	DAME EDITH WALKER ESTATE Landscape Maintenance Strategy	DRAWING 3257.LA00 ISSUE B
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To:

Hon. Barry O'Farrell, Premier of NSW
Hon. Robyn Parker, Minister for the Environment & Heritage
Hon. Jillian Skinner, Minister for Health & Medical Research

Hon. John Robertson, NSW Shadow Leader of the Opposition
Hon. Luke Foley, NSW Labour Leader in NSW Upper house
Hon. Andrew McDonald, NSW Shadow Minister for Health & Medical Research
Hon. Barbara Perry, NSW Shadow Minister for Heritage

STATUTORY DECLARATION

Asbestos at Dame Eadith Walker Estate

Concord West, NSW

I, COLIN WALE of

do solemnly and sincerely declare that:

1. I lived in the Boronia cottage in the Dame Eadith Walker/Yaralla Estate ("Yaralla") in Concord West from April 1982 to June 2013. I managed a portion of Yaralla under licence, initially oral then written, from 1987 until 31 May 2013.
2. During 2007 trucks started arriving on Yaralla and depositing truckloads of what appeared to be soil behind The Dairy, the concrete stand and Woodbine cottage (the "Woodbine area").
3. Sydney Local Health District ("SLHD") normally emailed me about any "happenings" on the estate and, as I had not been informed to expect this, when the trucks started arriving I emailed SLHD advising of my concern.
4. SLHD almost immediately replied words to the effect "Permission had been given to dump the fill. It's being used to level out the large expanses of uneven ground."
5. I estimate 200-300 tonnes of soil were dumped in the Woodbine area.
6. Later that week, more trucks arrived on Yaralla, and started to put soil on both sides of the internal driveway.
7. I immediately emailed SLHD about what was happening and, again, they replied with words to the effect "They have our permission. Soil is just being put on both

sides of the driveway to fill in where the ground had been washed away by rain over the years forming dangerous holes and channels.”

8. I estimate 20 tonnes of soil were dumped on each side of the driveway.
9. At no stage was any representative of SLHD present at Yaralla when the dumping of soil took place at any of the locations.
10. To my knowledge no one from or on behalf of SLHD ever inspected the location or quality of any of the dumped soil.
11. Since 2007 I have seen the thousands of people visit the Woodbine area. Families had picnics there, kids played there, even scenes for the ABC children's show "My Place" were filmed there. My immediate family, including grandchildren, have often walked over and played there as it is a large open area near to where we lived.
12. The driveway area has likewise been walked on, driven on or ridden over on a daily basis by numerous locals and visitors. Families have walked over it, ridden bikes over it, played ball on it. The gardeners have regularly mown these areas, with their machines blowing surface cover into their faces. Horse owners have parked in these locations and walked over the soil to look after their horses daily.
13. On or around April/May 2013 SLHD emailed me and said words to the effect “Our recent soil inspection of the paddocks at Yaralla have revealed that persons unknown have dumped hazardous material beside the driveway. We’re arranging to have it removed but people should avoid those areas.”
14. On that same day I noticed that a single strand of thin “hazard” tape had been tied to trees to surround an area on one side of the driveway where I had seen soil being dumped in 2007. No signs of warning or other physical barriers were erected. Members of the public were still able to walk freely in the area simply by ducking under the one strand of tape.
15. After I was advised of the hazard, I spoke to a number of the people who agisted their horses at Yaralla about avoiding the identified area.
16. A day or two after the tape was erected, I noticed that it had snapped or become partially untied and was blowing around in the wind. The tape no longer surrounded any area and presented no deterrent whatsoever to the public walking over the soil it had initially surrounded. For days the tape remained like this.
17. Approx. 2 weeks later portable fences were erected on the city side of the drive on the area where I had observed the trucks dumping soil with SLHD’s permission in 2007.
18. A few days later I observed workers in the fenced off areas by the driveway scraping at the soil. They wore “hazard suits” and carried bags with the word “asbestos” on them.

19. Later that day a gentleman, who I believe was a Mr McDonald, came down and spoke to us outside our house and identified himself as a Workcover employee. I commented on the fact they SLHD were still calling it hazardous material and won't admit to it being asbestos. He replied, "Well they did admit to it being asbestos on the form they submitted to us."
20. At this time and for many days after SLHD still did not notify the general public of the presence of asbestos on Yaralla, and, when they finally did mention it, they said it had been dumped by unknown persons.
21. A week later fences were installed on the opposite side of the drive, where the second load of soil had been deposited.
22. From what I witnessed, SLHD's removal of the asbestos on both sides of the drive merely involved workers scratching at the surface of the ground in the two areas beside the driveway with a small excavator. I observed small pieces of asbestos on the ground outside the fenced off area they were working on in the second area. They have since gone back and extended their supposed removal where the asbestos on the ground was visible but have still not covered the whole areas. No major excavations have taken place and the bulk of the apparently contaminated soil remains on Yaralla to this day.
23. Nothing was done about the soil in the Woodbine area. SLHD never asked me to tell them exactly where the soil in any area was put, or how much, but the soil quality in the Woodbine area appears to be the same as that beside the driveway and asbestos is actually visible on the ground in places.
24. On or around early May 2012 I emailed SLHD and said words to the effect "There are bits of asbestos visible on the ground in the garden of Woodbine and other places". As a result SLHD organised for workers to pick up the visible traces of asbestos in these areas, which are merely on the edges of the Woodbine area. I saw no other remedial action take place. However they notified me that small pieces of asbestos had been removed from outside Woodbine and outside the piggery and that further pieces of asbestos would be removed as it was unearthed with rain.
25. I understand from a report I was supplied with by SLHD that the planned course of action to deal with the ongoing presence of the hazard is to remove the asbestos as it comes to the surface with rain over time.
26. To date SLHD have not accepted responsibility for approving the dumping of the contaminated soil or advised the public of the extent of the contamination.
26. I have grave concerns for the thousands of people who have been exposed to the asbestos between 2007 and now, and members of the public who will no doubt continue to inadvertently come into contact with the remaining asbestos on Yaralla.
27. I would also like to apologise for the inability to supply copies of all emails involved as our computer was hit by a nasty virus in early June and all information on the hard drive was severely corrupted, though SLHD would have them on file.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the *Oaths Act 1900*.

Declared at Concord [place] on 22.7.13 [date]

.....
..... [signature of declarant]

in the presence of an authorised witness, who states:

I, Gordon Neal Beazley, a solicitor/Justice of the Peace, certify the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person.
2. I have confirmed the person's identity using the following identification document:

.....
22/7/13 [date]

..... [signature of authorised witness]

REPORT PREPARED

For

**TURFGRASS SCIENTIFIC SERVICES PTY L TD
14 Carolyn Avenue, Carlingford 2118**

By

Peter McMaugh B.Sc.Agr.FAIAST

On

**DAME EDITH WALKER ESTATE
EQUINE ADJUSTMENT FACILITIES**

For

Mr John Adam

22 June, 2013

John,

Thank you for briefing me to review the agistment facility report prepared by blue Vision for the Sydney Local Health District Dame Edith Walker Estate, and to also examine the agistment Facility myself and provide a report.

I made a site visit together with yourself on Friday 31 May, 2013.

I did an extensive survey of the vegetation in Paddock 1 and examined the soil profile and took samples for chemical analysis.

Vegetation

The major component of the vegetation in the paddock was kikuyu grass which represented at least 95% of the total vegetation. The Kikuyu grass was long and had been mown in the recent past with a substantial amount of hayed off grass resting on top of the thick kikuyu sward.

There was quite severe mite damage to the kikuyu (probably by the tenuipalpid mite *Dolichotetranychus australianus*) which would have reduced the density of the verdure as well as its quality.

There were several small areas of the paddock where the kikuyu had been damaged and other grasses and a few weeds had established themselves as early colonisers.

The first of these was over a trench line where the cover was more than 85% couch grass. This is a normal ecological sequence and of no long term concern.

The second major areas were around a stock watering point and along fence lines where concentrated traffic had occurred. This is normal and requires management control to regulate around watering points while animals will patrol fence lines as part of their normal behaviour.

The vegetation on these heavily compacted areas near the water trough was mainly narrow leaf carpet grass (*Axonopus affinis*) which is a coloniser of poor quality and heavily compacted sites.

There was far less clover than I expected to see but when the soil analysis is looked at the pH is quite alkaline at pH7.4 and while this favours clover the phosphorus levels required for it to establish and thrive were not present.

The analyses would indicate that the paddock has been limed well in recent years. The soils which are heavy Wianamatta shale clays are normally quite acid.

The soil profile was heavily compacted as could be expected from many years without any meaningful cultivation. However it was not so compacted as to be unable to support a good quality grass pasture but that quality would be greatly improved by a decompaction programme. There are specialist machines which can achieve this without normal agricultural ploughing. The nutrient status for optimum growth was lacking.

The Weed Status

The weed status of this paddock and most of the adjacent ones was that weeds were a very low percentage of the total vegetation although in specific local areas along fence lines and corners, there were greater concentrations as would be expected.

The report from blue Vision states 'The entire property is infested with a significant amount of fireweed (*Senecio madagascariensis*)'. What is significant? The implication is that there is a seriously dangerous level of infestation. In Paddock 1, the bulk of the paddock contained 3-5 specimens of fireweed per 100m². In disturbed areas e.g. the trench line this increased to 8 per 100m² and along the fence lines to 17 per 100m². These are hardly figures which give rise to major concerns of a plague of epidemic proportions.

Fireweed is easily controlled but the spray programme will be deleterious to clover in the pasture.

Most of the other weeds are thistles with some Paddy's Lucerne, again a plant favouring low nutrient. The fact that the fireweed is totally ungrazed, even in the adjacent paddocks, indicates that the stock are well fed and do not need to resort to eating this poisonous weed.

The report of blue Vision makes a great deal of the disturbed nature of the soil along the trench line. This had settled (as is usual after wet weather) and was as mentioned earlier 85% covered in stabilising vegetation. There is no threat or evidence of erosion or of danger to the stock. It is rougher than most of the paddock surface and a more competent recompaction and levelling of the surface by the installer could have been achieved, but unless tightly supervised that is the nature of contractors.

The blue Vision report also mentions the illegal tipping of fill and spoils (hard fill, concrete etc.) in certain areas and attributes the blame for this to the sub tenants. It does not specify whether the fill is recent or of long standing and my observations would indicate it to be of long standing. Dumpers of fill don't need keys or help from subtenants, they are opportunists' criminals who ignore all rules and regulations and I have the gravest of reservations about the accusations made by blue Vision regarding this matter.

It is very clear to me that the Paddock 1 which blue Vision describes in their obviously spot inspection, after a prolonged dry period, is very different from the Paddock 1 which I viewed also on a spot inspection but after some rain.

The paddock I saw was lush with good quality feed and while not in perfect order, it was in very good order overall.

Much was made in the blue Vision report of inadequate fencing for horses. Were the reports made about Cattle I might have agreed with them, but as they stand they are largely nonsense.

Horses, especially those highly domesticated and mostly well rugged and fed, simply do not try to jump fences unless disturbed by dog attack or some similar disturbance. Historically fences have been cut and horses have escaped into community areas but these are isolated instances and are the work of vandals not sub tenants.

It is true that some of the fencing is showing signs of age and in need of minor repairs and some evidence of termite damage in places but to try to make out that there is some kind of impending disaster because of the current fencing condition is nonsense.

The following statement is made on p7 para7 'Additionally the access from the adjacent paddock has recently been extended, causing localised erosion, that will ultimately find its way to the river. Rubbish has been tipped behind fences in a number of locations. This area will require extensive civil and other works to make good'.

This is typical of the inflammatory nonsense of the report.

The 'localised erosion' is just that, minor damage that had almost disappeared at the time of my visit.

The 'will ultimately finds its way to the river' is a nonsense. Not only is the river a long way off but the fact that there is a strong grass cover to negate the run off effects (the most effective cover possible) makes this scenario impossible.

The 'extensive civil and other works' would require a truck and bob cat for a day or two days at the most.

The remarks on water troughs and watering points are similarly facile. While in a stabling environment the cleanliness would be higher, the paddock nature of these facilities are always going to have some contamination of water above human drinking standards, from birds, wind blown dust and seed etc.

There was no dangerous blue green algae outbreaks in the troughs and no signs that the horses refused to drink from the troughs any more than they would from a creek in nature.

In Conclusion

This report by blue Vision could almost be labelled a 'blue sky' report with a wishful vision of apocalyptic proportions. It is clearly not a document prepared with care over an extensive time frame but rather a spot check from which totally invalid conclusions are drawn. It is clearly a document with 'intent' where selective data and photos are used to create a fictional scenario suited to the overall thrust of the report.

While I don't doubt that with some considerable expenditure the overall health of the area could be improved, it could provably cope with a much higher stocking rate and accommodate both the police academy horses remain the public community benefit it has historically been. It could also contain a vision for something like a riding facility for the disabled which would be very much in keeping with dame Edith's intent.

However the document as prepared by blue Vision is far from seeking an improvement of the current situation but rather creating a new and entirely new one and it is being manipulative in doing this. It takes a scenario from a spot check on Paddock 1 at a point in time when it was distressed by drought and applies it to the whole facility. It is a document that is fatuous, non objective and which cannot stand up to critical examination in scientific and factual terms.

Peter McMaugh B.Sc.Agr.FAIAST