

10 May 2010

Senior Planner
Strategic Lands Planning,
Department of Planning and Infrastructure
GPO Box 1680
Darwin NT 0801

Dear Sir/Madam

Re Proposal to rezone Lot 5182 on the Kulaluk Lease.

Previously I have submitted copies of reports, histories and various documents in objection to the rezoning of Part of Lot 5182 and Part of Lot 8630 on the Kulaluk lease along Dickward Drive. The above submissions are also applicable to the proposal by Planit to rezone Lot 5182 on the Kulaluk lease along Dick Ward Drive, as advertised in the *NT News* in May, 2010. Therefore, please accept all my previous submissions in regard to the present proposal. As you may appreciate, many of us opposed to the proposals are devoting time and energy to making these submissions with little resources of our own. In my case, I have been opposing similar attempts to exploit the Kulaluk lease since the granting of the lease in August, 1979 (see my book, *Bunji: a story of the Gwalwa Daraniki Movement*, Aboriginal Studies Press, 1994).

I enclose/attach two documents that describe the location of two sacred sites in the areas prosed for development.

- A letter from David Ritchie of the Aboriginal Sacred Sites Authority (as it was in 1982) written to the Gwalwa Daraniki Association describing two sacred sites on the lease that are within the present proposed rezoning of Lot 5182.
- A map from Krimhilde Henderson's 1983 report, *Land Use Field Study of the Kulaluk Area*. (This report has also previously been submitted as evidence to the Senior Planner.) Ms Henderson was commissioned by the Aboriginal Sacred Sites Authority; therefore I believe her map is based on, or almost identical to, the map referred to by David Ritchie in his letter.

On your website, Planit refers to these sites but merely comments that the leaseholders have no objection to the proposed rezoning regardless. However, the letter from David Ritchie describing the sites remarks that Dr Ritchie does not feel it would be necessary to register all the sacred sites on the Kulaluk lease because the land was now safely preserved as 'Aboriginal land'. In other words, David Ritchie expressed the sentiments of all involved in the Kulaluk campaign of the 1970s that the land was for Aboriginal people and would be administered for Aboriginal people,

respecting their culture, history and sites. It was never intended that the land could be alienated for the financial benefit of a few.

Lot 5182 is integral to the whole lease and its alienation will compromise the proposed plans for a 'Wilderness, Education and Heritage Park' that will benefit the whole Darwin community. These future plans based on the original intentions of granting the lease were set out in my report submitted to you previously. My report should be also regarded as a part of my submissions in regard to my objections to the present proposal.

Furthermore, I again submit the constitution of the Gwalwa Daraniki Association that has been amended by their lawyer, Mr Michael Chin, to restrict membership of the lease-holding body, as outlined in my previous submissions. My amended essay, *Kulaluk and Land Rights*, questions the right of the current leaseholders to change the uses of the land leased to them for community purposes. The series of insightful articles by Barry Doyle of the *NT News* are now included as appendices to the essay.

I should not have to explain to your department that the land is not held under the Land Rights Act or the Native Title Act. If it were so, the safeguards for the traditional owners would be greater, as revealed in the following sections of the *Land Rights Act 1976*:

S.19A(2) A Land Council must not give a direction under subsection (1) for the grant of a lease unless it is satisfied that:

- (a) the traditional owners (if any) of the land understand the nature and purpose of the proposed lease and, as a group, consent to it; and
- (b) any Aboriginal community or group that may be affected by the proposed lease has been consulted and has had adequate opportunity to express its view to the Land Council; and
- (c) the terms and conditions of the proposed lease (except those relating to matters covered by this section) are reasonable.

I repeat that I believe the only solution to the present impasse is a political solution imposed by the Minister.

Yours sincerely

Dr William B Day

Consulting Anthropologist