This decision is that, in South Australia, the owner of the goods has a right of action against the carrier and/or the ship for damage to those goods, notwithstanding that the provisions of the charter party contract may be to the contrary. Carriers in South Australia are therefore financially disadvantaged in relation to carriers in the eastern states (where legislation governing compulsory third party insurance is only applicable to carriers entering the eastern states). It is likely that the parties concerned will need to arrange insurance cover in the event of loss of, or damage to, goods carried.

Representatives of the Australian Road Transport Federation, the Transport Workers Union, the South Australian Road Transport Association and the National Freight Welfare Association have requested that section 132 be amended, to limit its operation to contracts seeking to avoid liability for death and bodily injury operating retrospectively. This request is supported by the Department of State Development on the grounds that road transport companies operating wholly or substantially in the same manner as those carrying on the business of the vermin's domiciled contractors. The Vermin Pest Control Authority is responsible for the control of vermin while the board is responsible for maintaining the fence in sound proof condition. The need for coordination between the two bodies is recognised and this Bill provides for the membership of the board to be increased to five, the fifth member being a nominee of the Vermin Pest Control Authority. Turning now to the second question, section 32A of the Dog Fence Act deals with borrowings by the board. The section states that the board may, by resolution of the board, borrow money and construct public works for the purpose of maintaining the dog fence. The board is given power to make the board to be increased to five, the fifth member being a nominee of the Vermin Pest Control Authority.