

FROM THE DESK OF

Rosemaree Ann Lapthorne

19 February 2025

Commonwealth Australia
Australian Law Reform Commission
PO Box 209
flinders Lane VIC 8009
Phone: +61 436 940 119
Email: info@alrc.gov.au

Dear ALRC,

This letter is in response to the 2025 ALRC Native Title future acts regime review report attached; for and, on behalf of the Thudgari People Traditional Normative Custom.

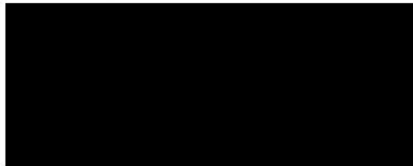
Firstly, I am a native Thudgari People speaker for Thudgari People environmental and, cultural heritage issues; with the proficiency in written English, processing strong attention to details and, accuracy that are crucial, to the functions for the environmental and, cultural protection in and, on the Thudgari People Consent Determination areas.

Secondly and, foremost; the extant system of law and custom that is proven to be observed and, practiced by the Thudgari People is traditional and, Normative.

Thirdly, Thudgari People is a deprived and, struggling self-determined normative customary group in Australia since 2009.

Please also find attached 2 Commonwealth of Australia Statutory Declaration, dated for the 6 February 2023 and, 1 for the present moment.

Sincerely yours,



Rosemaree Ann Lapthorne
Thudgari People

Commonwealth of Australia
STATUTORY DECLARATION
Statutory Declarations Act 1959

1 Insert the name, address and occupation of person making the declaration

¹ Rosemaree Ann Laphorne of [REDACTED]
[REDACTED] a Thudgari People Executive/Judicial Administrative
Director, Chairperson, Contact/Secretary and emerging elder of
Kulyamba Aboriginal Corporation RNTBC:7266

make the following declaration under the *Statutory Declarations Act 1959*:

2 Set out matter declared to in numbered paragraphs

2. I was nominated on the 5th February 2017, to conduct Thudgari People Heritage monitoring and researching, for and on behalf of the Thudgari People and, the Thudgari People Territory [(P)WAD6212 of 1998/FCA:1334/MM:ER:3417].

2.2 On 27th March 2018, Karin Kenkel tried to persuade me that, the Thudgari People didn't have the rights, to first refusal.

I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the Statutory Declarations Act 1959, and I believe that the statements in this declaration are true in every particular.

3 Signature of person making the declaration

[REDACTED]

4 [Optional: email address and/or telephone number of person making the declaration]

[REDACTED]

5 Place
6 Day
7 Month and year

Declared at ⁵ *Chermside Court* on ⁶ *6th* of ⁷ *FEB 2023.*

Before me,

8 Signature of person before whom the declaration is made (see over)

[REDACTED]

9 Full name, qualification and address of person before whom the declaration is made (in printed letters)

10 [Optional: email address and/or telephone number of person before whom the declaration is made]

Commonwealth of Australia
STATUTORY DECLARATION
Statutory Declarations Act 1959

1 Insert the name, address and occupation of person making the declaration

I Rosemaree Ann Laphorne of [REDACTED]
[REDACTED] a Thudgari People Executive/Judicial Administrative Director,
Chairperson, Contact/Secretary and emerging elder of Kulyamba Aboriginal Corporation
RNTBC:7266

make the following declaration under the *Statutory Declarations Act 1959*:

2 Set out matter declared to in numbered paragraphs

2. Reporting of Thudgari People [(P)WAD6212 of 1998/FCA:1334/MM:ER:3417] Application Law:

Completion and Consumer Act 2010 - Sect 150A; Regarding Thudgari People [(P)WAD6212 of 1998/
FCA:1334/MM:ER:3417] Corporate Body, business dealings, between: [REDACTED]
[REDACTED]

2.1 S.4 Representations as to the future: Made a resolution for Mining tenement activities proposal, to be added with the Thudgari People Pastoral Lease Indigenous Land Use Agreement MM:ER:3417.

2.2 S. 18 Misleading or deceptive conduct: Engaged in conduct that is misleading or deceptive Or is, likely to mislead the Thudgari People [(P)WAD6212 of 1998/FCA:1334/MM:ER:3417].

2.3 S. 29 False or misleading representations about goods or services: A false and misleading representation of particular Indigenous Land Use Agreement standard, when they are not, registered in the Thudgari People Pastoral Lease Indigenous Land Use Agreement; MM:ER:3417.

2.4 S. 30 False or misleading representations in relation to Land: Made false and misleading representation in relations to the sale Thudgari People Territory. [(P)WAD6212 of 1998/FCA:1334/MM:ER:3417].

2.5 S. 31 Misleading conduct relating to employment: In relations to jobs that don't exist, or for self-improvements, that are of little value to the Thudgari People [(P)WAD6212 of 1998/FCA:1334/MM:ER:3417].

2.6 S. 33 Misleading conduct as the nature of goods: Conduct that is likely to mislead the Thudgari People, as to the nature, manufacturing process, characteristics, suitability for their purpose for Thudgari People Territory [(P)WAD6212 of 1998/FCA:1334/MM:ER:3417].

2.7 S. 34 Misleading conduct regarding services: Conducted roles, that are likely to mislead the Thudgari People, as to the nature, characteristics, suitability for their purpose, for the Thudgari People [(P)WAD6212 of 1998/FCA:1334/MM:ER:3417].

2.8 S. 37 Misleading statements about home operated business: Made-a-statement that is false or misleading about the profitability, or risk of any business activity, involving business equipments [(P)WAD6212 of 1998/FCA:1334/MM:ER:3417].

I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the Statutory Declarations Act 1959, and I believe that the statements in this declaration are true in every particular.

3 Signature of person making the declaration

4 [Optional: email address and/or telephone number of person making the declaration]

Commonwealth of Australia
STATUTORY DECLARATION
Statutory Declarations Act 1959

1 Insert the name, address and occupation of person making the declaration

1.1 Rosemarie Ann Laphorne of

make the following declaration under section 9 of the Statutory Declarations Act 1959:

2 Set out matter declared to in numbered paragraphs

2.1 Non-compliance of Consultation Obligations in accordance with Kulyamba Aboriginal Corporation RNTBC Rulebook: 7266, Section 3: Objectives, 3.4.1: To Consult.

2.2 No opportunity given, to mitigate the effects of decision-making for engagements, in any new economic development business and, investments.

2.3 Disregarded 24BG NTA of the Thudgari People native title; WAD 6212 of 1998/FCA:1334, by external parties.

I believe that the statements in this declaration are true in every particular, and I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the Statutory Declarations Act 1959, the punishment for which is imprisonment for a term of 4 years.

3 Signature of person making the declaration

4 Email address or telephone number of person making the declaration

5 Place
6 Day
7 Month and year

Declared at ⁵ Camarillo on ⁶ 20th of ⁷ February 2025

Observed by me,

8 Signature of person observing the declaration being made

9 Full name, qualification and address of person observing the declaration being made

10 Email address and/or telephone number of person observing the declaration being made

A statutory declaration under section 9 of the *Statutory Declarations Act 1959* may be made before—

(1) a person who is currently licensed or registered under a law to practise in one of the following occupations:

Architect	Chiropractor	Dentist
Financial adviser	Financial Planner	Legal practitioner
Medical practitioner	Midwife	Migration agent registered under Division 3 of Part 3 of the <i>Migration Act 1958</i>
Nurse	Occupational therapist	Optometrist
Patent attorney	Pharmacist	Physiotherapist
Psychologist	Trade marks attorney	Veterinary surgeon

(2) a person who is enrolled on the roll of the Supreme Court of a state or territory, or the High Court of Australia, as a legal practitioner (however described); or

(3) a person who is in the following list:

Accountant who is:

- a) a fellow of the National Tax Accountants' Association; or
- b) a member of any of the following:
 - i. Chartered Accountants Australia and New Zealand;
 - ii. the Association of Taxation and Management Accountants;
 - iii. CPA Australia;
 - iv. the Institute of Public Accountants

Agent of the Australian Postal Corporation who is in charge of an office supplying postal services to the public

APS employee engaged on an ongoing basis with 5 or more years of continuous service who is not specified in another item in this list

Australian Consular Officer or Australian Diplomatic Officer (within the meaning of the *Consular Fees Act 1955*)

Balliff

Bank officer with 5 or more continuous years of service

Building society officer with 5 or more years of continuous service

Chief executive officer of a Commonwealth court

Clerk of a court

Commissioner for Affidavits

Commissioner for Declarations

Credit union officer with 5 or more years of continuous service

Employee of a Commonwealth authority engaged on a permanent basis with 5 or more years of continuous service who is not specified in another item in this list

Employee of the Australian Trade and Investment Commission who is:

- (a) in a country or place outside Australia; and
- (b) authorised under paragraph 3 (d) of the *Consular Fees Act 1955*; and
- (c) exercising the employee's function at that place

Employee of the Commonwealth who is:

- (a) at a place outside Australia; and
- (b) authorised under paragraph 3 (c) of the *Consular Fees Act 1955*; and
- (c) exercising the employee's function at that place

Engineer who is:

- a) a member of Engineers Australia, other than at the grade of student; or
- b) a Registered Professional Engineer of Professionals Australia; or
- c) registered as an engineer under a law of the Commonwealth, a state or territory; or
- d) registered on the National Engineering Register by Engineers Australia

Finance company officer with 5 or more years of continuous service

Holder of a statutory office not specified in another item in this list

Judge

Justice of the Peace

Magistrate

Marriage celebrant registered under Subdivision C of Division 1 of Part IV of the *Marriage Act 1961*

Master of a court

Member of the Australian Defence Force who is a member of the Australian Defence Force who is:

- a) an officer
- b) a non-commissioned officer within the meaning of the *Defence Force Discipline Act 1982* with 5 or more years of continuous service
- c) a warrant officer within the meaning of that Act

Member of the Australasian Institute of Mining and Metallurgy

Member of the Governance Institute of Australia Ltd

Member of:

- a) the Parliament of the Commonwealth
- b) the Parliament of a state
- c) a territory legislature
- d) a local government authority

Minister of religion registered under Subdivision A of Division 1 of Part IV of the *Marriage Act 1961*

Notary public, including a notary public (however described) exercising functions at a place outside

- a) the Commonwealth
- b) the external territories of the Commonwealth

Permanent employee of the Australian Postal Corporation with 5 or more years of continuous service who is employed in an office providing postal services to the public

Permanent employee of

- a) a state or territory or a state or territory authority
- b) a local government authority

with 5 or more years of continuous service, other than such an employee who is specified in another item of this list

Person before whom a statutory declaration may be made under the law of the State or Territory in which the declaration is made

Police officer

Registrar or Deputy Registrar of a court (including a deputy registrar of a court)

Senior executive employee of a Commonwealth authority

Senior executive employee of a State or Territory

SES employee of the Commonwealth

Sheriff

Sheriff's officer

Teacher employed on a permanent full-time or part-time basis at a school or tertiary education institution



(P)WAD6212 of 1998
FCA: 1334
MM:ER:3417
ABN: 31 353 823 473

Australian Law Reform Commission

Native Title Regime Review Report

2025

 Australian Government
Office of the Registrar of Indigenous Corporations

CERTIFICATE OF REGISTRATION
OF AN ABORIGINAL AND TORRES STRAIT ISLANDER CORPORATION



This is to record that

Wyamba Aboriginal Corporation RNTBC
registered on 09 September 2009
under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006*
is now registered under the new name of
Kulyamba Aboriginal Corporation RNTBC
Indigenous Corporation Number: 7266

PDogge



Delegate of the Registrar of Aboriginal and Torres Strait Islander Corporations
Dated 05 December 2013
Certificate issued under section 88-20(1).

CORPORATIONS (ABORIGINAL AND TORRES STRAIT ISLANDER) ACT 2006

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INTRODUCTION:

1. **FEDERAL COURT OF AUSTRALIA:** Thudgari People v State of Western Australia (includes corrigendum dated 23 November) [2009] FCA 1334 (18 November 2009) Last Updated: 24 November 2009: The common rights comprising the native title in the Determination Area are held by the Thudgari people
2. The Thudgari People /Persons - Tharrkarri, Jawarli, Thiin-Mah & Warriyangka language group; being the people referred to in the Fourth Schedule.
3. The extant system of law and, custom practiced by the Thudgari People (claimants) is traditional, vital and, normative; it deals with the nature of system of law and custom, under which native title is held and, such matters as traditional normative and, contemporary systems, of land tenure, totemism area of cultural significance, kinship and marriage, resource use, language and, the vitality of traditional Normative law and custom.
4. Kulyamba (formerly Wyamba) Aboriginal Corporation RNTBC: holds the determined native title in Trust, for and, on behalf of the Thudgari People - The Tharrkarri, Jawarli, Thiin-Mah & Warriyangka People (the Native Title Holders), Pursuant to S.56.2 of the Native Title Act 1993 (Cth).
5. In relation to the determination areas, there be a determination of Native Title in [WAD6212 of 1998] in the terms of the Minute of Proposed Consent Determination of Native Title [FCA:1334].
6. The Thudgari People /Persons - Tharrkarri, Jawarli, Thiin-Mah & Warriyangka language group and each of the respondents (the parties) have reached agreement as to the terms of the Determination which is to be made in relation to the balance of the land and waters covered by the Thudgari application (the Determination Area).
7. The terms of the agreement involve the making of consent orders for a determination of native title, pursuant to s 87 and s 94A of the *Native Title Act*, that native title exists in relation to the Determination Area as set out in a minute of consent determination provided to the Court.waa a
8. According to paragraph H. [WAD6212 of 1998/FCA: 1334]: The parties have requested the Court to hear and determine the proceedings that relate to the Determination Area:
9. First, the Thudgari People /Persons - Tharrkarri, Jawarli, Thiin-Mah & Warriyangka language group (claimants) application is valid. In particular, as noted above, the application was made under s 61 of the *Native Title Act* as it stood prior to the amendments made by the *Native Title Amendment Act 1998*. While the application was amended on 17 August 1999, that amendment did not have the effect of requiring compliance with s 61 of the *Native Title Act* as amended. Accordingly, no issue of authorisation arises.

10. Secondly, the application is for a determination of native title in relation to an area in which there is no approved determination of native title and there remains no approved determination in relation to the area the subject of the proposed determination, matters to which s 13(1)(a) and s 68 of the *Native Title Act* refer.
11. Thirdly, there are no other proceedings before the Court relating to native title determination applications that cover any part of the area subject to the proposed determination, which would otherwise require orders to be made under s 67(1) of the *Native Title Act*.
12. Fourthly, the form of the proposed determination complies with s 94A and s 225 of the *Native Title Act*.
13. Fifthly, the requirements of s 87 of the *Native Title Act* are otherwise satisfied.
14. Finally, the Court must consider whether it appears to it to be appropriate to make the determination sought by the parties. In that regard, in *Lota Warria (on behalf of the Poruma and Masig Peoples) v Queensland* (2005) 223 ALR 62 at [7], Black CJ explained that the discretion conferred by s 87(1) must be exercised judicially and within the broad boundaries ascertained by reference to the subject matter, scope and purpose of the *Native Title Act*. The Chief Justice noted that that includes the resolution of native title disputes by mediation and agreement. Those principles have been generally accepted and, with respect, I agree with them.

JUDGE:	BARKER J
DATE OF ORDER:	18 NOVEMBER 2009 (CORRIGENDUM 23 NOVEMBER 2009)
WHERE MADE:	SOUTH BORE, ULLAWARRA STATION

SUMMARY

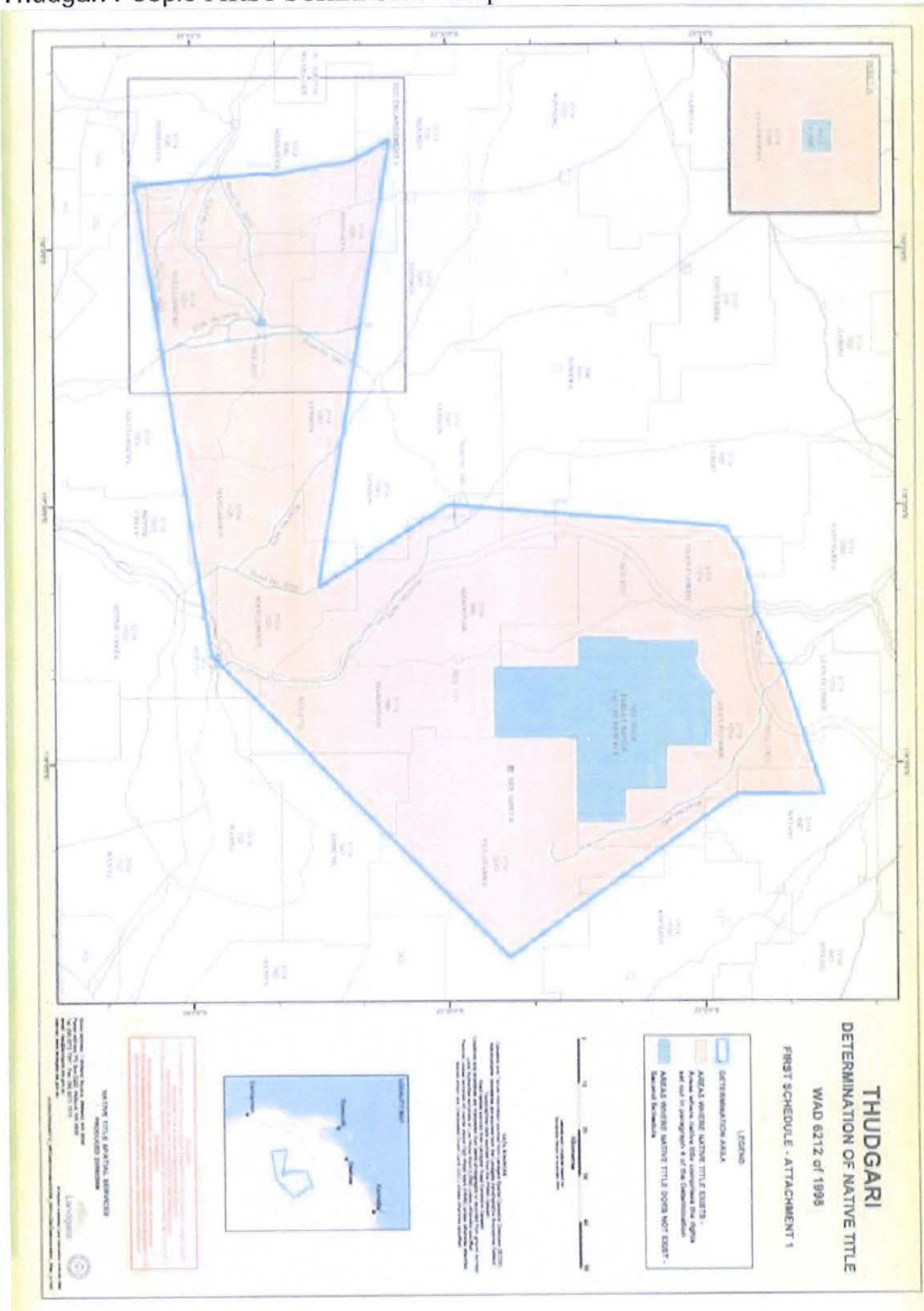
1. A deprived and, struggling Self-determined traditional normative customary group with legal rights and interests.
2. Native Title Body Corporate Interference; the creation of body corporate non-compliance and, interference began with the pastoralists inconsistent actions, to the native title consent determination; pastoral lease indigenous land use agreements, for non-compliance of request With the Minister for Lands 'to lodge a memorial with the Registrar of Titles' (under section 17(2) of the Land Administration Act 1997 (WA)) on the certificate of Crown land title which corresponds with the relevant Pastoral Lease to inform any person who conducts a search of that Crown land title of the existence of the Indigenous Land Use Agreement', during the renewal process of 2015.
3. Government and, other external parties, inconsistencies of transparency for financial incentive, that will allow accountability, to observe, monitor land and water usage's including interests, with modern technology resources, that could improve any clarity on terms of the pastoralists agreements, or for any new land usage's, to make any new lodgements in the Federal Court, in accordance with the Thudgari People traditional Normative Customary laws acknowledged and, observed.
4. Woodgoomungoooh Aboriginal Corporation RNTBC: [WAD464 of 2016] and, Western Australia combined , YMAC including the DEMIRS for Hastings Minerals have interrupted with the assistance to the betrayal of S.193 of the Native Title Act 1993, of [FCA: 508]; [WAD464 of 2016];
 - 4.1.1. The Tharrkarri, Jawarli, Thiin-Mah & Warriyangka People (language group); has a *chapeau*, Mr. Charlie Lapthorne - *Heraldry* which refers, to the Statutory Executive Administrative Judicial, Normative System of traditional custom; whom identify themselves as a member of the Thudgari People.
 - 4.1.2. The chapeau, Mr. Charlie Lapthorne - *Heraldry* is not a member for WAD464 of 2016]; to this new claim group of the State approach to native title, YMAC or, [REDACTED] combined for any use of the Thudgari People Connection report belonging to the *Heraldry* (Charlie Lapthorne); to lodge and, pass another native title claim of the same ancestral names in the courts, that created problems within the Aboriginal community, to which the NNTT is now calling 'an overlap' of their making.
 - 4.1.2.1. NNTT assisted and contributed to Woodgoomungoooh Aboriginal Corporation RNTBC: [WAD464 of 2016], filing the claim in Western Australia.
5. Direct competition (State of WA); denied the Thudgari People/Person's ('Tharrkarri, Jawarli, Thiin-Mah & Warriyangka language group') [WAD6212 of 1998/FCA:1334] Traditional Normative System of traditional customs in their Rights & Interest for protecting natural and, human capital.
 - 5.1.1. Conducted wrongful procedures and, performances, for areas that they do not govern.
 - 5.1.2. Authorised entry onto the Thudgari People/persons ('Tharrkarri, Jawarli, Thiin-Mah & Warriyangka language group') Determination areas, without prior arrangements from the Statutory Executive Administrative and, Judicial Native Title body corporate.

6. It's identified that the Deputy Registrar, Office of the Registrar of Indigenous Corporations (ORIC) made and, formed Wrongful opinions and, decision-making;
 - 6.1.1. On 14 May 2024, in relations to the Kulyamba Aboriginal Corporation RNTBC's: (BODY CORPORATE) 'Receipt of an Invoice'; *(are not fee the Kulyamba Aboriginal Corporation RNTBC's: (BODY CORPORATE) may charge)* under 60AB and, 60 AC, Policy statement 23 and, Regulation 20 of the Regulations.
 - 6.1.1.1. The denial of financial incentive mechanisms, to operate and, maximise maintenance and/or, enhancement has impacted the Thudgari People/persons (*'Tharrkarri, Jawarli, Thiin-Mah & Warriyangka language group'*) social-well being considerably.
 - 6.1.1.1.1. The denial has forced Financial Disadvantages in the competitive market and, disrupted integration of Economic, Social and, Environmental Objectives of the Thudgari People/persons (*'Tharrkarri, Jawarli, Thiin-Mah & Warriyangka language group'*), through the Governments applied cut-to-costs, at the expense of the environment and, social-well being of the Thudgari People/persons (*'Tharrkarri, Jawarli, Thiin-Mah & Warriyangka language group'*)
 - 6.1.1.1.2. ORIC has not aligned their legal obligations or commitments concerning the website documents of legal framework for the Thudgari People. (Commonwealth passed files are ignored)
 - 6.1.1.1.3. ORIC has made incorrect judicial decisions regarding what charges the Thudgari People body corporate can charge.
 - 6.1.1.1.4. ORIC has ignored members complaints about a corporation non-compliance of wrongful procedures and performances.
7. NNTT Non-compliance for the process of mitigation, through the federal court of Australia.
 - 7.1. Made wrongful judicial decisions without firstly being notified by the federal court of Australia.
 - 7.2. Made wrongful judicial decisions for the Expedited procedure's for the Thudgari People [WAD6212 of 1998].
 - 7.3. Directed defamation against a Thudgari People direct descendant, to create personal, family harm and body corporate damages.
 - 7.4. Discrimination against education of Business Management and, the understanding of written contents in the Thudgari People Native Titles.
8. Legal consultant of Western Australia, has also given written wrongful interpretation of the Thudgari People native titles and ILUA.
9. Corporate Business Consultant/expertise has given written wrongful interpretations of the Thudgari People's rights and, interests.

Product & Services

Products:

Thudgari People FIRST SCHEDULE – Map



Service

Services are In respect to the Minute of Proposed Consent Determination of Native Title in respect of WAD 6212 of 1998, Paragraph 7: Other;

The following rights and interests:

- (a) rights and interests, including licences and permits, granted by the Crown in right of the Commonwealth or the State pursuant to statute or otherwise in the exercise of its executive power;
- (b) rights or interests held by reason of the force and operation of the laws of the State or of the Commonwealth including the force and operation of the Rights in Water and Irrigation Act 1914 (WA);
- (c) rights and interests of members of the public arising under the common law;
- (d) the right to access the Determination Area by an employee, agent or instrumentality of:

- (i) the State;
- (ii) the Commonwealth;
- (iii) any local government authority,

as required in the performance of his or her statutory or common law duty where such access would be permitted to private land;

- (e) so far as confirmed pursuant to section 14 of the Titles (Validation) and Native Title (Effect on Past Acts) Act 1995 (WA) as at the date of this determination, any existing public access to and enjoyment of:

- (i) waterways; or
- (ii) beds and banks or foreshores of waterways; or
- (iii) stock routes;

- (f) the right of any person to use and enjoy (subject to the laws of the State) any road in the Determination Area over which, as at the date of this determination, members of the public have access according to the common law; and

- (g) any other:

- (i) legal or equitable estate or interest in the land or waters; or
- (ii) any other right (including a right under an option and a right of redemption),

charge, power or privilege over, or in connection with:

- (A) the land or waters; or
- (B) an estate or interest in the land or waters; or

- (iii) restriction on the use of the land or waters, whether or not annexed to other land or waters.

Market & Competitive analysis

Pastoral Agreement	Pastoral Station	Attribute to the Commonwealth	State/ Territory	2015 Registration	National Native Title Tribunal	Native Title Consent Determinations	Date started
Bambi Pty Ltd	Wylloo	MM:ER:3417	Western Australia	LR3125/138	W12010/007	WAD6212 of 1998/ FCA:1334	10/09/2010
Bambi Pty Ltd	Maroonah	MM:ER:3417	Western Australia	LR3159/247	W12010/008	WAD6212 of 1998/ FCA:1334	10/09/2010
Glen Stanley Dellar	Mangaroon	MM:ER:3417	Western Australia	LR3159/246	W12010/009	WAD6212 of 1998/ FCA:1334	10/09/2010
James Edward Dorrell, Lorraine Patricia Dorrell & Kangangra grazing Pty Ltd	Body Corporate	MM:ER:3417	Western Australia	LR	W12010/010	WAD6212 of 1998/ FCA:1334	10/09/2010
Bagden Pty Ltd & K Biggs Enterprises Pty Ltd	Body Corporate	MM:ER:3417	Western Australia	LR	W12010/011	WAD6212 of 1998/ FCA:1334	10/09/2010
Stamco Beef Pty Ltd	Body Corporate	MM:ER:3417	Western Australia	LR3067/453	W12010/012	WAD6212 of 1998/ FCA:1334	10/09/2010
Peter Robert Grey & Susan Jean Grey	Body Corporate	MM:ER:3417	Western Australia	LR3069/400	W12010/013	WAD6212 of 1998/ FCA:1334	10/09/2010
Warren Clifford McKinnon	Body Corporate	MM:ER:3417	Western Australia	LR3067/452	W12010/014	WAD6212 of 1998/ FCA:1334	10/09/2010
Lyndon station Pty Ltd	Body Corporate	MM:ER:3417	Western Australia	LR3067/384	W12010/015	WAD6212 of 1998/ FCA:1334	10/09/2010
Pindarra Pastoral Pty Ltd	Body Corporate	MM:ER:3417	Western Australia	LR3084/787	W12010/016	WAD6212 of 1998/ FCA:1334	10/09/2010
Moogooree Pty Ltd & Williambury station WA Pty Ltd	Body Corporate	MM:ER:3417	Western Australia	LR3098/762	W12010/017	WAD6212 of 1998/ FCA:1334	10/09/2010
Nanutarra Grazing Pty Ltd	Body Corporate	MM:ER:3417	Western Australia	LR3069/369	W12010/018	WAD6212 of 1998/ FCA:1334	10/09/2010
Nanutarra Grazing Pty Ltd	Body Corporate	MM:ER:3417	Western Australia	LR3059/4	W12010/019	WAD6212 of 1998/ FCA:1334	10/09/2010
Three Corners Properties Pty Ltd	Body Corporate	MM:ER:3417	Western Australia	LR	W12010/020	WAD6212 of 1998/ FCA:1334	

Thudgari People unfair competitive analysis

- WAD 6212 of 1998
1. Thudgari People/Person's ('Tharrkarri, Jawarli, Thiin-Mah & Warriyangka language group') has Statue or Otherwise in the exercise of it's Statutory Executive Power for and, on behalf of the: Thudgari People/Person's ('Tharrkarri, Jawarli, Thiin-Mah & Warriyangka language group').
 2. In relation to the Thudgari People/Person's ('Tharrkarri, Jawarli, Thiin-Mah & Warriyangka language group') Determination Area (Land & Waters including Interests), there is an Indigenous Land Use Agreement (ILUA); Pursuant to [MM:ER:3417] in the terms of the Thudgari People Pastoral Lease Indigenous Land Use Agreement, with the Pastoralists, filed in the Federal Court on 10 March 2010.
 3. The Thudgari People/Person's ('Tharrkarri, Jawarli, Thiin-Mah & Warriyangka language group') Has a special kind of framework for the Pastoral Lease Indigenous Land Use Agreement, that is provided for and, in the NTA.
 4. It Changes the way that the law would normally apply, with the Thudgari People Prescribed Body Corporate; Kulyamba Aboriginal Corporation RNTBC: Trust, 7266 as a Registered Native Title Body Corporate: For and, on behalf of the Thudgari People/ Person's ('Tharrkarri, Jawarli, Thiin-Mah & Warriyangka language group').
 5. The Australian Government departments in the State of Western Australia denied the Thudgari People/Person's ('Tharrkarri, Jawarli, Thiin-Mah & Warriyangka language group') Normative System of traditional custom; Statutory Executive Administrative Judicial, Rights & Interest in protecting natural and, human capital.
 6. The denial of financial incentive mechanisms to operate and, maximise maintenance and/ or, enhancement has impacted the Thudgari People/Person's ('Tharrkarri, Jawarli, Thiin-Mah & Warriyangka language group') Normative System of traditional custom; social-well being and, economic development considerably.
- WAD 6212 of 1998

Question 1 What are the most important issues to consider for reform in the future acts regime? If you have had negative experiences, we would like to hear about them and what did not work well.

1. Ignored passed laws are displayed.

1.1. Dismissal of the Thudgari People Federal Court Applications [WAD6212 of 1998/FCA:1334].

2. Trade and Commerce Laziness

2.1. Failure to check The Thudgari People facts: WAD6212 of 1998.

2.2. Detrimental Defective Administration in Unfair competitive development pathways.

3. Indecisiveness

3.1. Poor decision on changing Thudgari People Traditional Normative Custom data, reports and performance.

3.2. Never considered the Commonwealth consequences responsibly.

3.3. Did not avoid any Commonwealth risks.

4. Remaining locked in the past

4.1. Poor decision by using fixed data and procedures for Western Australian Indigenous Corporations.

4.2. Used approaches that worked in the past for Western Australian indigenous people.

5. No strategic alignment

5.1. Did not link the Thudgari People with recognition, or ownership of the land and waters:

6. Over-Dependence

6.1. Government independent influence and effective decision's were made, for the Thudgari People.

6.2. Government Did not wait for the Thudgari People to independently act.

7. Isolation

7.1. The Thudgari People are waiting for the Australian Commonwealth and The State of Western Australian Government input, in financial security, to assist Corporate business operations.

7.2. The Thudgari People have not received any financial consideration, to establish any relationship, that draws expertise and corporate business performance.

8. Lack of technical depth

8.1. Technical documentation are ignored.

8.2. No consideration for documentation's related, to roles.

8.3. Detrimental Defective Administration, in Unfair competitive development pathways.

8.4. Incorrect decision-making for the Thudgari People, Environment Protection & Biodiversity Conservation Act 1999.

8.5. Incorrect decision-making for the Thudgari People Water Rights.

9. Vote No Confidence in the State of Western Australian Government Department's, the external parties: For land & Water rights over Thudgari People judicial areas:

9.1. Non-compliance, to the Duty of Care in Legal & Moral Integrity as a political party/s, to protect and, respect of the Thudgari People Pastoral Lease Indigenous Land Use Agreements [WAD6212 of 1998/FCA:1334] and, [MM:ER:1347];

9.2. The State of Western Australia has caused foreseeable damages, to the Thudgari Peoples Traditional Normative Custom of Native Titles Consent Determination rights over Land & Waters including Interests;

10. Vote No Confidence in the National Native Title Tribunal department (WA), external parties:

10.1. For written defamation on 14 February 2022, of a Thudgari People/Persons, educational knowledge and, understanding of the written English contents of the Thudgari People Native Title Determination's and, the Thudgari People Pastoral Lease Indigenous Land Use Agreements [WAD6212 of 1998/FCA:1334] and, [MM:ER:1347];

10.2. Non-compliance for giving and, directing wrongful advice regarding the Thudgari People Traditional Normative Custom Native Title Rights and Interests; in meeting the obligations of Kulyamba Aboriginal Corporation RNTBC: 7266; objective's and, the Native Titles of Consent Determination, including the Thudgari People Pastoral Lease ILUA [WAD6212 of 1998/FCA:1334] and, [MM:ER:1347];

11. Vote No Confidence in ORIC - external parties:

11.1. Disregarding the alignment of both; Thudgari People Traditional Normative Custom of Native Titles claimed and filed in the Federal Court, including, the Thudgari People Pastoral Lease ILUA [WAD6212 of 1998/FCA:1334] and, [MM:ER:1347];

11.2. Wrongful implementation of data, in changing website data and, disregarding the rulebook:7266 compliance's and, obligations under legal regulations.

11.3. Wrongful judicial decisions in regards to charges that Kulyamba Aboriginal Corporation RNTBC: 7266, can charge

11.4. for disregarding Rulebook:7266 compliance's

11.5. for disregarding a hand delivered complaint during 2022, to Timothy Brown formerly of ORIC Perth, Western Australia.

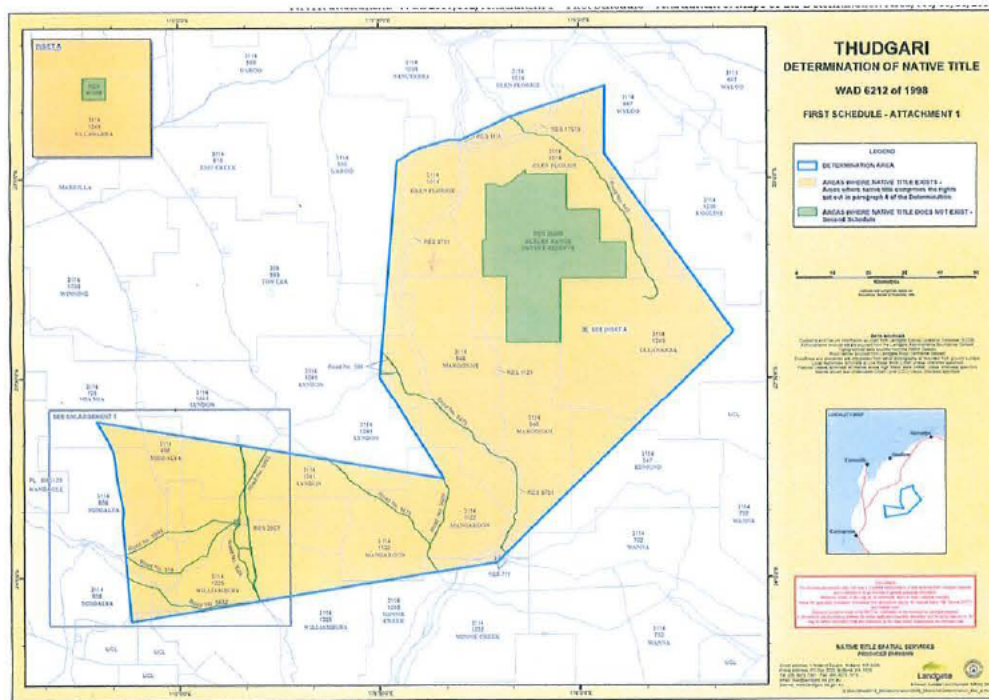
Resourcing and Capacity

Resourcing:

1. Inconsistency of external transparency for financial incentive, that allow accountability, to observe, monitor land and, water usage's including interests, with modern technology resources, that could improve:
 - 1.1. Any Clarity on terms of the pastoralists agreements,
 - 1.2. lodgements, for land usage, in the Federal Court, in accordance with the Thudgari People traditional Normative Customary laws acknowledged and, observed, including the Thudgari People Pastoral Lease ILUA.

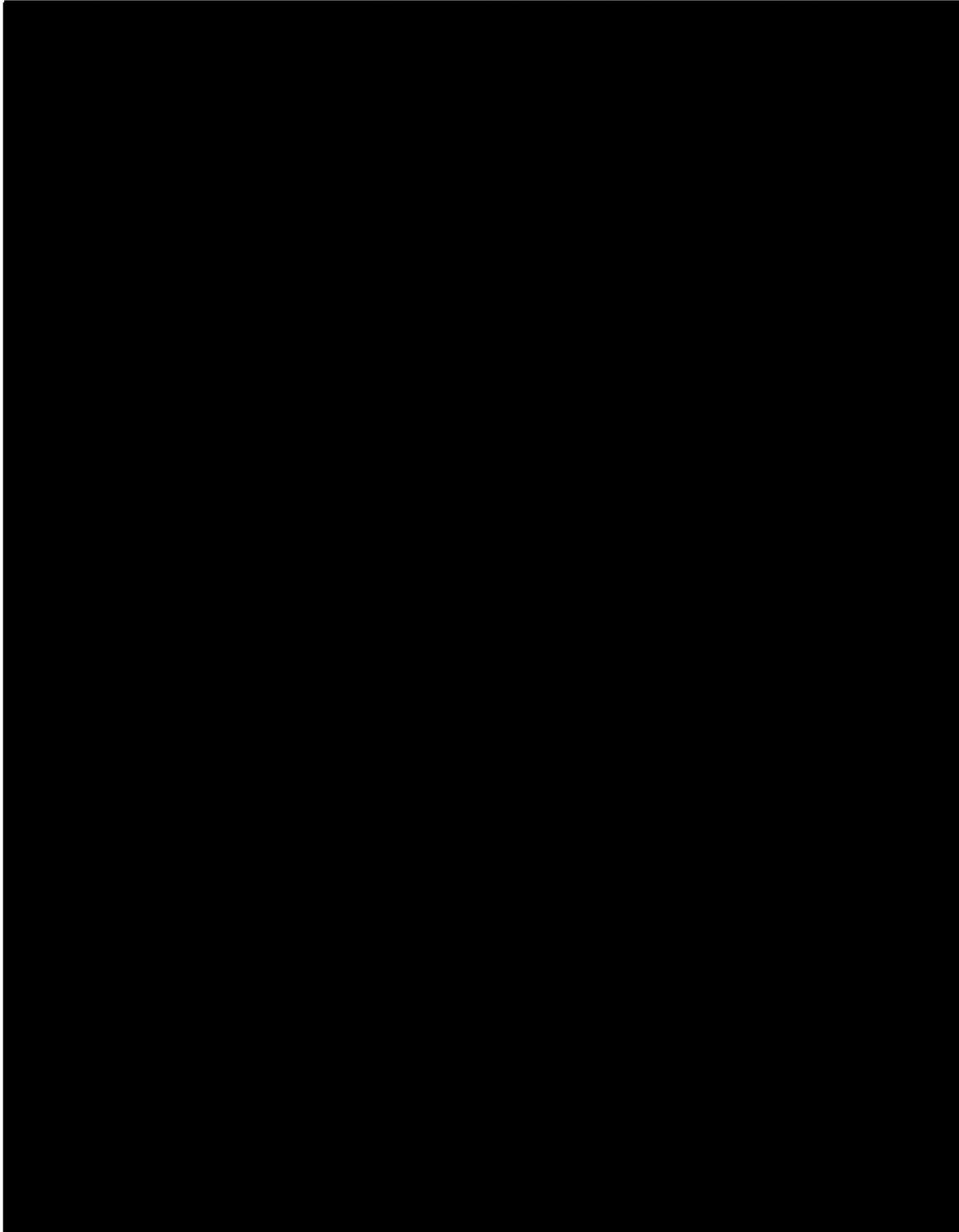
2. Land & Water Capacity:

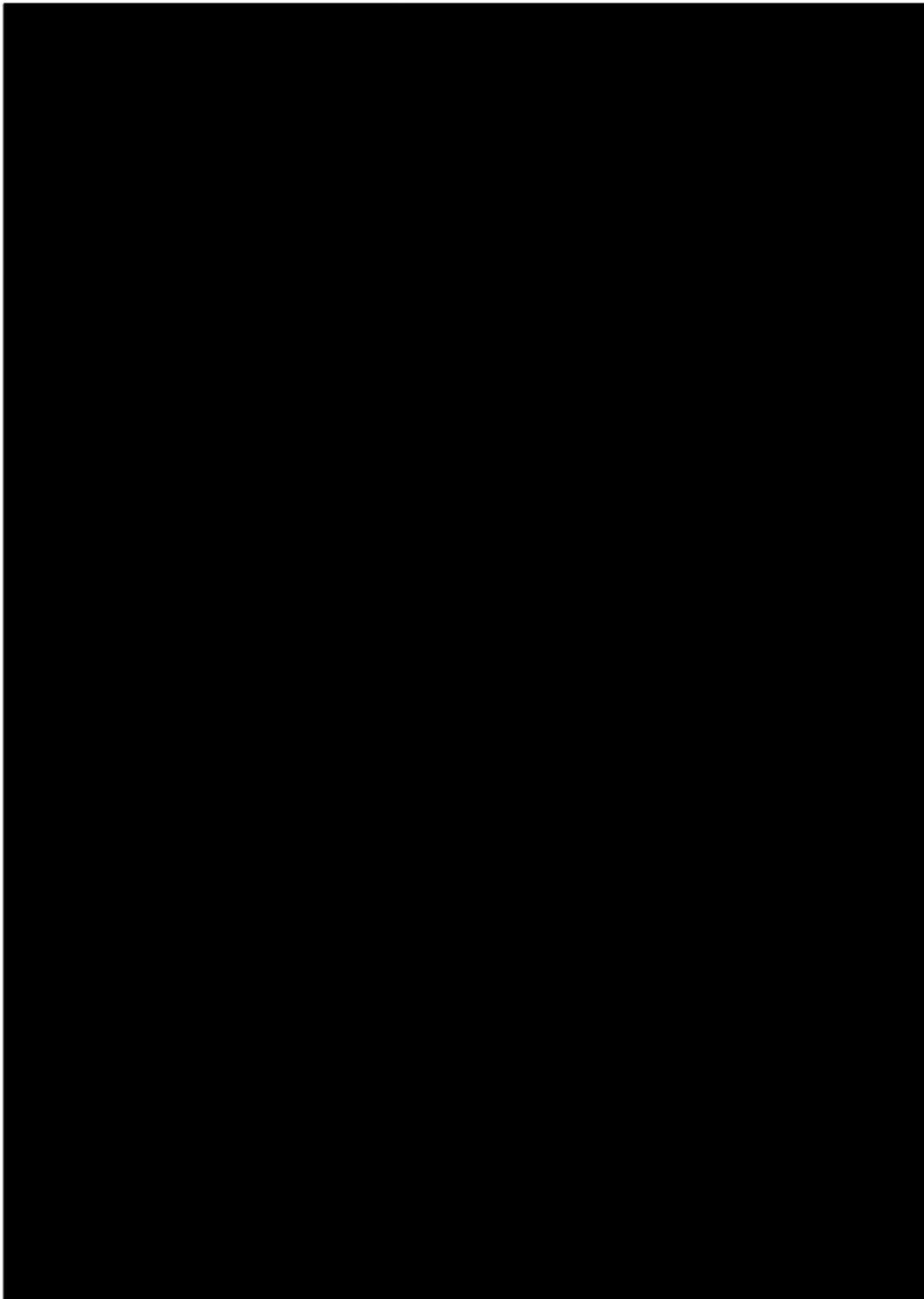
- 2.1. According to Paragraph 17 (Freehold) [WAD6212 of 1998] The external boundaries of the Determination Area are as described in the First Schedule of the minute provided to the Court. (Thudgari People DETERMINATION AREA)
- 2.2. According, to Paragraph 13 [WAD6212 of 1998] The area; the subject of the Thudgari application covers approximately 11,280 sq kms and is located at the northern edge of the Gascoyne region of Western Australia, lying between the Ashburton and Gascoyne Rivers. The application area encompasses all or part of 16 pastoral stations, as well as the Barlee Nature Reserve. The Dampier to Bunbury Natural Gas Pipeline and De GrayMullewa and De GrayMingenew Stock Routes traverse the application area. A very small portion of unallocated crown land exists on the southern boundary of the claim area.

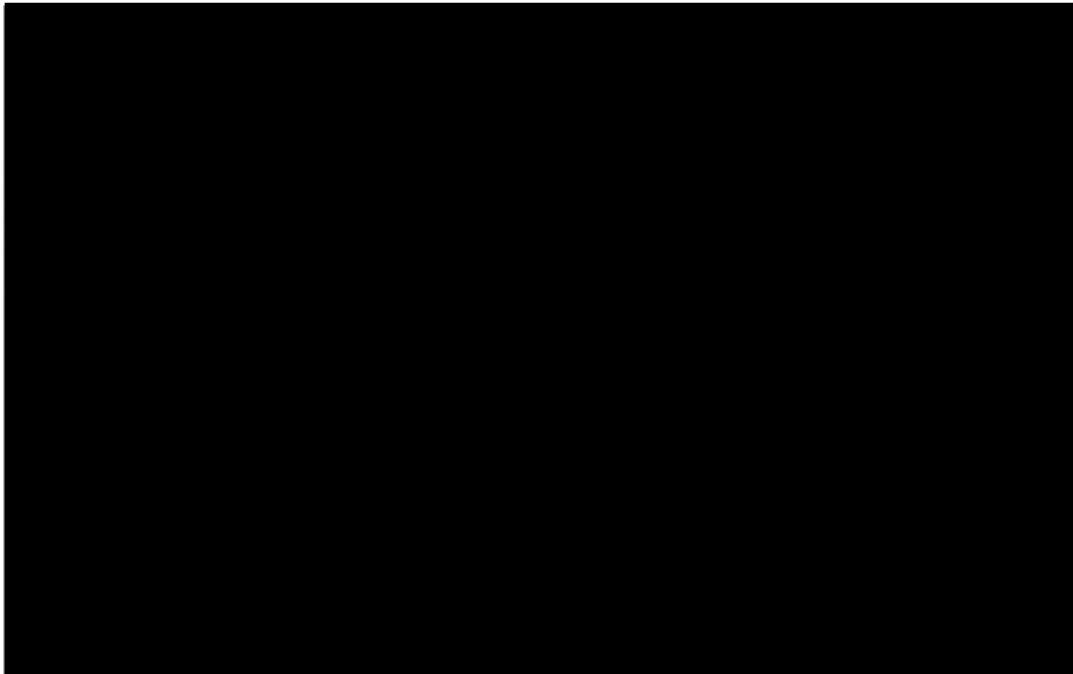


Human capacity - Thudgari People registered members

1. The human capacity of the members is, to learn new skills; presently, the inability of individuals are unable, to perform the body corporate functions, that is required, to perform the duties, for and, on behalf of the Thudgari People, as people tend to conspire against change.







Human capacity - Thudgari People Pastoral Lease ILUA & limits

- A. Thudgari People Pastoral Lease ILUA: WAD6212 of 1998**
- B. Commonwealth: [MM:ER:3417],**
- C. NNTT : W12010/007, W12010/008, W12010/009, W12010/010, W12010/011, W12010/012, W12010/014, W12010/016, W12010/017, W12010/018, W12010/019, W12010/020.**

- 1. Start Date: 10/03/2010
- 2. End Date: Not specified
- 3. THE STATE OF WESTERN AUSTRALIA -First Respondent
- 4. BAGDEN PTY LTD, BAMBI PTY LTD, GLEN STANLEY DELLAR, JAMES EDWARD DORRELL, LORAIN PATRICIA DORRELL, PR & SJ GREY (GLEN FLORRIE STATION), GAIL SUZANNE HOPKINSON, GRAEME ROBERT HOPKINSON, K BIGGS ENTERPRISES PTY LTD, KANANGRA GRAZING PTY LTD, LYNDON STATION PTY LTD, WARREN CLIFFORD MCKINNON, MOOGOOREE PTY LTD, NANUTARRA GRAZING PTY LTD, PINDARRA PASTORAL PTY LTD, STAMCO BEEF PTY LTD, THREE CORNER PROPERTIES PTY LTD, WILLIAMBURY STATION WA PTY LTD (WILLIAMBURY STATION) - Second Respondent
- 5. YAMATJI MARLPA BARNA BABA MAAJA ABORIGINAL CORPORATION - Third Respondent
- 6. TELSTRA CORPORATION LIMITED - Fourth Respondent

Pastoral lease	Pastoral lease	Attribute to the Commonwealth	State/Territory	2015 Registration	National Native Title Tribunal	Native Title Consent Determinations	Date started
Bambi Pty Ltd	Wyloo 3114/647	MM:ER:3417	Western Australia	LR3125/138	W12010/007	WAD6212 of 1998/ FCA:1334	10/09/2010
Bambi Pty Ltd	Mangaroon 3114/1122	MM:ER:3417	Western Australia	LR3159/247	W12010/008	WAD6212 of 1998/ FCA:1334	10/09/2010
Glen Stanley Dellar	Maroonah 3114/946	MM:ER:3417	Western Australia	LR3159/246	W12010/009	WAD6212 of 1998/ FCA:1334	10/09/2010
James Edward Dorrell, Lorraine Patricia Dorrell & Kangangra grazing Pty Ltd	Mia Mia 3114/728	MM:ER:3417	Western Australia	LR	W12010/010	WAD6212 of 1998/ FCA:1334	10/09/2010
Bagden Pty Ltd & K Biggs Enterprises Pty Ltd	Minnie Creek 3114/1055	MM:ER:3417	Western Australia	LR	W12010/011	WAD6212 of 1998/ FCA:1334	10/09/2010
Stamco Beef Pty Ltd	Kooline 3114/1236	MM:ER:3417	Western Australia	LR3067/453	W12010/012	WAD6212 of 1998/ FCA:1334	10/09/2010
Peter Robert Grey & Susan Jean Grey	Glen Florrie 3114/1014	MM:ER:3417	Western Australia	LR3069/400	W12010/013	WAD6212 of 1998/ FCA:1334	10/09/2010
Warren Clifford McKinnon	Edmund 3114/547	MM:ER:3417	Western Australia	LR3067/452	W12010/014	WAD6212 of 1998/ FCA:1334	10/09/2010
Lyndon station Pty Ltd	Lyndon 3114/1041	MM:ER:3417	Western Australia	LR3067/384	W12010/015	WAD6212 of 1998/ FCA:1334	10/09/2010
Pindarra Pastoral Pty Ltd	Towera 398/593	MM:ER:3417	Western Australia	LR3084/787	W12010/016	WAD6212 of 1998/ FCA:1334	10/09/2010
Moogooree Pty Ltd & Williambury station WA Pty Ltd	Williambury 3114/1225	MM:ER:3417	Western Australia	LR3098/762	W12010/017	WAD6212 of 1998/ FCA:1334	10/09/2010
Nanutarra Grazing Pty Ltd	Uaroo 3114/580	MM:ER:3417	Western Australia	LR3069/369	W12010/018	WAD6212 of 1998/ FCA:1334	10/09/2010
Nanutarra Grazing Pty Ltd	Nanutarra 3114/1096	MM:ER:3417	Western Australia	LR3059/4	W12010/019	WAD6212 of 1998/ FCA:1334	10/09/2010
Three Corners Properties Pty Ltd	Middalya 3114/656	MM:ER:3417	Western Australia	LR	W12010/020	WAD6212 of 1998/ FCA:1334	10/09/2010

Limits:

1. 12.2 Tenure Upgrades - Non compliance

2. the Pastoralist, or a person nominated by the Pastoralist, wishes to obtain a grant of a freehold, special lease or other tenure in the area immediately surrounding each homestead existing on the Pastoral Lease at the Commencement Date, to an area not exceeding 6.25 square kilometres they must advise the Thudgari PBC of that and, subject to clause 12.2(b), the Thudgari PBC consents to that grant;
3. If the Thudgari PBC advises within 3 months of the notification referred to in clause 12.2(a) that the proposed use of the area chosen is likely to damage any Site of Significance, then the tenure shall not be located in that area and the Pastoralist and the Thudgari PBC will negotiate in good faith to find an alternative location for the said tenure.
4. Upon the grant being made in accordance with the consent set out in clauses (a) and (b) above, the Pastoralist shall not assert in any forum that there has been any extinguishment effected by the construction or operation of the homestead (including any buffer zone required for its operation) over any area beyond the area the subject of such tenure.
5. The interests to be granted in accordance with these sub-clauses may include a right to exclusive possession and consequently the Thudgari People may be excluded from those places except that the Pastoralist agrees that members of the Thudgari People will be treated no less favourably than members of the general public who wish to have access to those places.

6. 12.3 Grants of Low Impact Tourism Rights - Non compliance

7. (a) Nothing in this clause abrogates, restricts or otherwise limits any right or entitlement that the Pastoralist has under any Native Title Law.
8. (b) the Pastoralist, or a person nominated by the Pastoralist, seeks any of the grants in this clause, they must advise the Thudgari PBC of that and, subject to clause 12.3(c), the Thudgari PBC consents to such grant:
9. (i) leases, licences and permits authorising Low Impact Tourism and associated activity on the Pastoral Lease and further or alternatively on any tenure granted to the Pastoralist in accordance with sub-clause 12.2 hereof; and
10. (ii) leases, licences and permits authorising the construction or renovation and operation of buildings, infrastructure and facilities for the purposes of the Low Impact Tourism.
11. (c) If the Thudgari PBC advises within 3 months of the notification referred to in clause 12.3(b) that the proposed use of the area chosen is likely to damage any Site of Significance, then the Low Impact Tourism activity shall not take place in that area and the Pastoralist and the Thudgari PBC will negotiate in good faith to find an alternative location for the said activity.
12. (d) The Thudgari People will have the same rights to enter areas of the Pastoral Lease the subject of future acts described in this sub-clause as they have in relation to the Pastoral Lease under this agreement except:
13. (i) to areas on which buildings and other structures are located and the areas immediately adjacent to them; and

14. (ii) to any areas the exclusive use of which is reasonably necessary for the conduct of the Low Impact Tourism activities, and in any case members of the Thudgari People will be treated no less favourably than members of the general public who wish to have access to those places.
15. (e) The Pastoralist agrees to provide to the Thudgari PBC Notice of any Low Impact Tourism activities proposed to be conducted by the Pastoralist on the Pastoral Lease or on any tenure granted to the Pastoralist in accordance with sub-clause 12.2 hereof prior to the first conduct of each such activity.
16. (f) If the Thudgari PBC is interested in pursuing (sic) opportunities for the Thudgari People to participate in the Pastoralist's Low Impact Tourism activities by undertaking commercial activities that complement those Low Impact Tourism activities (such as by offering cultural tours or other services), then the Thudgari PBC will notify the Pastoralist of its interest.
17. (g) Subject to the Thudgari PBC agreeing to enter into a confidentiality undertaking in a form satisfactory to both the Thudgari PBC and the Pastoralist, the Pastoralist agrees to meet with the Thudgari PBC to discuss any such interest or proposal. In conducting any such discussions, each Party will act in good faith.
18. (h) The Pastoralist will consider any reasonable opportunities identified by the Thudgari PBC for the Thudgari People to participate in the Pastoralist's Low Impact Tourism and associated activities on arms length commercial terms.
19. (i) The Pastoralist agrees to advise the Thudgari PBC whether it agrees to any commercial proposal to participate in the Pastoralist's Low Impact Tourism activities and if the Pastoralists does not agree, the reasons why not.
20. (j) Nothing in this agreement obliges the Pastoralist to accept any commercial proposal identified by the Thudgari PBC.
21. (k) The Pastoralist acknowledges that the Thudgari People are the holders of knowledge with respect to Sites of Significance or Areas of Significance and will respect any dissemination of that knowledge by them.
22. (l) The Pastoralist will not use any culturally sensitive information provided under this agreement (including knowledge with respect to Sites of Significance or Areas of Significance) for tourism purposes without the prior agreement of the Thudgari PBC.

23. 12.4 Stock Routes and Reserves

23.1. The Thudgari PBC acknowledges the Pastoralist's right to use Stock Routes and Reserves which are located on the Pastoral Lease.

23.2. The Thudgari PBC agrees to:

23.3. (i) the Pastoralist continuing to use the area of the Stock Routes and Reserves for pastoral purposes; and

23.4. (ii) the grant of the Pastoral Lease or other non-extinguishing tenure from time to time in respect of the area of the Stock Routes and Reserves (not including Reserve 26808, Barlee Range Nature Reserve.

Market Capacity

1. Market research
2. Pursuant to: [MM:ER:3417] & [FCA:1334], [WAD6212 of 1998], THIRD SCHEDULE 7.(g) any other:

3. (i) legal or equitable estate or interest in the land or waters; or
4. (ii) any other right (including a right under an option and a right of redemption), *charge*, power or privilege over, or in connection with:
5. (A) the land or waters; or
6. (B) an estate or interest in the land or waters; or
7. (iii) restriction on the use of the land or waters, whether or not annexed to other land or waters.
8. The Government departments in the State of Western Australia and, other government agencies has forced **Financial Disadvantages** in the competitive market and, disrupted integration of Economic, Social and, Environmental Objectives of the Thudgari People, through their applied **cut-to-costs**, in expense of the environment and, social-well being of the Thudgari People.

Competitive analysis

1. State of Western Australia; State Solicitors Office (SSO) ignoring passed laws. (The denial of financial incentive mechanisms to operate and, maximise maintenance)
2. **State of Western Australia: DEMIRS**) compromising legal advice for clients and, The denial of financial incentive mechanisms to operate and, maximise maintenance.
3. **State of Western Australia: DPL&H**: compromising land and, heritage areas. No permits given for designation of pastoral division, including no access without consultations and, The denial of financial incentive mechanisms to operate and, maximise maintenance)
4. **State of Western Australia: Landgate (Land Administration)**: filing of legal and, binding documents is not current. (The denial of financial incentive mechanisms to operate and, maximise maintenance)
5. **YMAC**: denial of Representation for the Thudgari People. Plus, The denial of financial incentive mechanisms to operate and, maximise maintenance
6. **ORIC**: made, formed Wrongful opinions and, decision-making; On 14 May 2024, in relations to the Kulyamba Aboriginal Corporation RNTBC's: (BODY CORPORATE) 'Receipt of an Invoice', resulted in The denial of financial incentive mechanisms to operate and, maximise maintenance.
 - 6.1. On 14 May 2024 ORIC, made wrongful judicial decisions of Procedural rights to Charges;
 - 6.2. ORIC Rulebook has not been properly prepared, implemented and updated for the Thudgari People/Persons constitution (the following is not visible in the Rulebook)
 - 6.3. No alignment with the Determination of Determined Consent for native title [WAD6212 of 1998], Although it is mentioned in Subsection 20 of Kulyamba Aboriginal Corporation RNTBC: Trust Rulebook 7266, that it is added.
 - 6.4. the Consent of Determination over Land and Waters including Interests [FCA:1334], Although it is mentioned in Subsection 20 of Kulyamba Aboriginal Corporation RNTBC: Trust Rulebook 7266, that it is added.
 - 6.5. the Thudgari People Pastoral Lease Indigenous Land Use Agreement. [MM:ER:3417], Although it is mentioned in Subsection 20 of Kulyamba Aboriginal Corporation RNTBC: Trust Rulebook 7266, that it is added.

8. Between 2009 & 2024 (continuing) negative Commonwealth approaches for the Right to negotiate, in economic development;
9. Self-represented during 2024, with the federal court of Western Australia refusal of the Thudgari People application, to object and, revoke mining; for the wrongful possession of property;
10. During 2024, the federal court of Western Australia refused the Thudgari People application, to object and, revoke [REDACTED] and Western Australia (combined); for the wrongful representation of Thudgari People/Persons ancestral representatives in respect, to the state of Western Australia approach of Right people speak for right country.
11. No proper remedy for collaborations or, consultation, to be notified, for possession of property and, for charges to be laid in respect of usages;
12. No proper remedy for collaborations or, consultation for a decision-making, to be presented, to the Native Title Federal Court, for any changes of possession, to property and, for charges to be laid in respect of agreement making.
13. Minister Dr. Buti of Western Australia; redirected the Thudgari People/Persons during 2024, which in turn has resulted in No real action or, administrative advice given, on the 18 September 2024, that could lead to any change of traditional Normative practices for the Thudgari People/Persons.

Competitive society

Competitor name	Established	Staff	Market Share	Quality, Price, Service	Strengths	Weakness
<i>The State of Western Australia</i>	1 Jan 1901	229,931	State Government	Political Service	Able to enforce own laws.	1. Inclined to give wrong advice on what people want to hear; compared to right advice provided "without fear or favour." 2. Disregarding passed laws.
DEMIRS	1 July 1992	1,800	State Government	Mining Service	Pursue mining activities	1. Inclined to give wrong advice on what people want to hear
YMAC	1994	100	Federal	Legal Service	Assisted to Obtain Recognition and, legal ILUA agreements	1. Inclined to give wrong advice on what people want to hear
DPL&H	28 April 2017	840	State Government	Planning Service	Negotiate Planning and Permits without prior consultation.	1. Implement and are Inclined to give wrong advice on what people want to hear
<i>LandGate - Land Administration</i>	1893	501 - 1,000	State Government	Registration Service	Lodge documents	1. Inclined to not check documents. 2. Pastoral Rent Payments made to the Lao People of South East Asia.
ORIC	1977	50	Federal	Registration Service	Lodge documents	1. Inclined to give wrong advice on what people want to hear
PLB	1997	501 - 1,000	State Government	Administering	Monitor compliance	1. Inclined to give wrong advice on what people want to hear
NNTT	?	?	?	?	?	1. Inclined to give wrong advice on what people want to hear

Strengths	Weaknesses
1. Gained respect for the Thudgari People Minute of Proposed Consent Determination of Native Title in respect of WAD 6212 of 1998: to be compliant and, to build success; A. THIRD SCHEDULE - Other interests: Statutory Executive Administrative Judicial, Normative System of traditional custom & Power; for and, on behalf of the: Thudgari People/Person's ('Tharrkarri, Jawarli, Thiin-Mah & Warriyangka language group') • for The nature and extent of the other rights in the Determination Area are described in the 'THIRD SCHEDULE'. • for the Thudgari people Pastoral Indigenous Land Use Agreement (ILUA) [MM:ER:3417], to pursue Rent & Lease financial obligations. • Minute of Proposed Consent Determination of Native Title in respect of WAD 6212 of 1998: B. Existence of Native Title (S225) • The nature and extent of native title rights and interests (s225(b)) and exclusiveness of native title (s225(e)) • The nature and extent of any other interests (s225(c)) • The nature and extent of the other rights in the Determination Area are described in the 'THIRD SCHEDULE'. • Relationship between native title rights and other interests (s225(d)) 2. Gained knowledge of the Thudgari people Pastoral Indigenous Land Use Agreement (ILUA) [MM:ER:3417] 3. Obtained Legal [REDACTED] 4. Obtained Business Consultant/Intelligence officer/Independent director 5. Obtained Tax agent	1. Poorly knowledgeable Directors. 2. Only 1 personnel at any given time. 3. No financial security. 4. No new agreements filed in the Federal Court. 5. Lack of Thudgari People support & Knowledge: 5.1. The National Native Title Tribunal (NNTT) Presented wrongful legal advice, for wrongful procedures & performances, in-order, to allow the Expedited Procedures for Mining Activities on Thudgari People Land and, waters including interests.
Opportunities	Threats
1. Acquire exclusive distribution rights of the Pastoral Livestock Industry, for the Thudgari People. 2. Protect the Heritage and Environment within the Thudgari People Determination Areas. (<i>To help Australia meet the Paris Agreement</i>) 3. Lodge a memorial over Landlocked Thudgari People Territory. 4. File in the Federal Court for Public Knowledge of Memorial over Thudgari People Landlocked territory in Western Australia. 5. File for Compensation. 6. Receive payments after a charge is sent 'On receipt of an invoice'.	1. The State of Western Australia; State Solicitors Office (SSO) ignoring passed laws. (The denial of financial incentive mechanisms to operate and, maximise maintenance) 2. DEMIRS: compromising legal advice for clients. (The denial of financial incentive mechanisms to operate and, maximise maintenance) 3. YMAC: denial of Representatives for the Thudgari People. (The denial of financial incentive mechanisms to operate and, maximise maintenance) 4. DPL&H: compromising land and, heritage areas. Proving permits without consultations and, The denial of financial incentive mechanisms to operate and, maximise maintenance) 5. LandGate (Land Administration): filing of legal and, binding documents is not current. (The denial of financial incentive mechanisms to operate and, maximise maintenance) 6. ORIC: made, formed Wrongful opinions and, decision-making; On 14 May 2024, in relations to the Kulyamba Aboriginal Corporation RNTBC's: (BODY CORPORATE) 'Receipt of an Invoice', resulted in The denial of financial incentive mechanisms to operate and, maximise maintenance. 7. NNTT: Interruption of Body Corporate corporation business dealings. 8. Legal team [REDACTED] issuing wrong advice. 9. Business Consultant/Intelligence officer/Independent director; conspiring against the Thudgari People Traditional Normative custom & Society, For the commencement of betrayal in trust towards the appointing director, who appointed.

Agreement making: Inconsistency

1. Thudgari People Pastoral Lease ILUA: WAD6212 of 1998
2. Commonwealth: [MM:ER:3417],
3. NNTT : W12010/007, W12010/008, W12010/009, W12010/010, W12010/011, W12010/012, W12010/014, W12010/016, W12010/017, W12010/018, W12010/019, W12010/020.
4. Pursuant to 12.5 Notification of Grants and Renewals - Non compliance
 - 4.1. The Pastoralist will notify the Thudgari PBC of any grant or renewal dealt within this clause 12 within a reasonable time of being advised of it.
5. Pursuant to 12.6 Non-Extinguishment Principle to apply to Future Acts: Non Compliance
 - 5.1. The Non-Extinguishment Principle will apply to each future act that is done pursuant to this agreement and to each Future Improvement.
 - 5.2. To this end, and without limiting the generality of the foregoing, the Pastoralist will request and use their reasonable endeavours to ensure that the appropriate document (the lease, licence, permit) authorising the future act expressly provides that the Non-Extinguishment Principle apply.
6. 12.7 Further documents - Non compliance
 - 6.1. Each of the Pastoralist and the Thudgari PBC will, on the request of the other Party, execute agreements, deeds and other documents and do everything reasonably necessary or desirable to give effect to this clause and the matters contemplated by it from time to time including (without limitation) entering into a further Indigenous Land Use Agreement with the State to give effect to the provisions of this clause 12.

Procedural rights: - Non compliance

1. BEING SATISFIED that a determination of native title in the terms set out in the attached Minute of Proposed Consent Determination of Native Title in respect of WAD 6212 of 1998 would be within the power of the Court and, it appearing to the Court appropriate to do so, pursuant to s 87 of the Native Title Act 1993 (Cth) and by the consent of the parties:
2. **THE COURT ORDERS THAT:**
 - 2.1. In relation to the Determination Area, there be a determination of native title in WAD 6212 of 1998 in terms of the attached Minute of Proposed Consent Determination of Native Title.:
 - 2.2. According to paragraph H. [WAD6212 of 1998/FCA: 1334]: The parties have requested the Court to hear and determine the proceedings that relate to the Determination Area.

Right to negotiate - Non compliance

1. THUDGARI PEOPLE THIRD SCHEDULE [(P)WAD6212 of 1998, FCA: 1334]:

1.1. OTHER INTERESTS [Schedule referred to in paragraph 9]

1.1.1. The nature and extent of other interests in relation to the Determination Area are:

1.1.1.1.(7). Other

1.1.1.1.1. The following rights and interests:

1.1.1.1.2. rights and interests, including licences and permits, granted by the Crown in right of the Commonwealth or the State *pursuant to statute or otherwise in the exercise of its executive power;*

1.1.1.1.3.(b) rights or interests held by reason of the force and operation of the laws of the State or of the Commonwealth including the force and operation of the [Rights in Water and Irrigation Act 1914](#) (WA);

1.1.1.1.4.(c) rights and interests of members of the public arising under the common law;

1.1.1.1.5.(d) the right to access the Determination Area by an employee, agent or instrumentality of:

1.1.1.1.6.(i) the State;

1.1.1.1.7.(ii) the Commonwealth;

1.1.1.1.8.(iii) any local government authority, as required in the performance of his or her statutory or common law duty where such access would be permitted to private land;

1.1.1.1.9.(e) so far as confirmed pursuant to section 14 of the Titles (Validation) and Native Title (Effect on Past Acts) Act 1995 (WA) as at the date of this determination, any existing public access to and enjoyment of:

1.1.1.1.10.(i) waterways; or

1.1.1.1.11.(ii) beds and banks or foreshores of waterways; or

1.1.1.1.12.(iii) stock routes;

1.1.1.1.13.(f) the right of any person to use and enjoy (subject to the laws of the State) any road in the Determination Area over which, as at the date of this determination, members of the public have access according to the common law; and

1.1.1.1.14.(g) any other:

1.1.1.1.15. legal or equitable estate or interest in the land or waters;

1.1.1.1.16. or any other right (including a right under an option and a right of redemption), charge, power or privilege over, or in connection with: the land or waters;

1.1.1.1.17. or an estate or interest in the land or waters;

1.1.1.1.18. or restrictions on the use of the land or waters, whether or not annexed to other land or waters.

2. Kulyamba Aboriginal Corporation RNTBC: Rulebook, 7266 - 3 Objectives:

2.1. The objectives of the corporation are:

- 2.1.1.3.4 To become a Registered Native Title Body Corporate (RNTBC) and carry out the following functions:
 - 2.1.2.3.4.1 To consult on behalf of the Thudgari people in regards to Native Title within the Region of WA and/or other places where they have a Native Title Interests.
 - 2.1.3.3.4.2 To negotiate on behalf of Thudgari people in regards to Native Title within the Region of WA and/or other places where they have a Native Title Interest.
 - 2.1.4.3.4.3 To negotiate on behalf of Thudgari people in regard to heritage and Cultural issues and work regarding any new development in the Region of WA and/or other places where they have a Native Title Interest.
 - 2.1.5.3.5 To be and to perform the functions of a Prescribed Body Corporate, for the purpose of being the subject of a determination under sections 56 and 57 of the Native Title Act 1993.
 - 2.1.6. 3.6 To be and to perform the functions of a Registered Native Title Body Corporate for the purpose of being the subject of a determination under section 57 of the Native Title Act;
 - 2.1.7.3.7 To protect, preserve and advance the traditions, laws, languages, culture and customs of Aboriginal people, especially the Common Law Holders; and
 - 2.1.9.3.8 To engage in economic development, business and investment for the benefit of the Thudgari people and to support Thudgari people in such ventures. good faith in the promotion of those objectives.

Expedited procedures - Non compliance

1. Clause 20.1 Term of the Thudgari People Pastoral Lease Indigenous Land Use Agreement: ~~MMER:3417~~ Add 1, 2, 3 of next Page
2. The term of this agreement commences on Commencement Date.
3. According to paragraph Clause 4.2 Consent to Doing of Future Acts – NTA subsection 24EB(1)
4. ***paragraph (e) The Parties intend that Subdivision P of Division 3, Part 2 of the NTA not apply to any of the Agreed Future Acts.***
5. According to paragraph 12.3 Grants of Low Impact Tourism Rights; (h) the Pastoralist will consider any reasonable opportunities identified by the Thudgari PBC for the Thudgari People to participate in the Pastoralist's Low Impact Tourism and associated activities on arms length commercial terms.
6. According to the Third Schedule, Section 7(g) any other:
 - legal or equitable estate or interest in the land or waters;
 - or any other right (including a right under an option and a right of redemption), charge, power or privilege over, or in connection with: the land or waters;
 - or an estate or interest in the land or waters;
 - or restrictions on the use of the land or waters, whether or not annexed to other land or waters.
7. According to S.163 Mining act 1978 (WA), [Third Schedule] No mining on private lands.

Future Act determinations - Non compliance

1. Thudgari People Pastoral Lease ILUA: WAD6212 of 1998
2. Commonwealth: [MM:ER:3417],
3. NNTT : W12010/007, W12010/008, W12010/009, W12010/010, W12010/011, W12010/012, W12010/014, W12010/016, W12010/017, W12010/018, W12010/019, W12010/020.
4. Clause 12 Future Acts:
 - 4.1. 12.1 *Renewal of Pastoral Lease - Non compliance*
 - 4.2. The Thudgari PBC agrees to the extension, renewal, re-making, re-grant or replacement of the Pastoral Lease from time to time for any term, including a term longer than the existing term of the Pastoral Lease provided it does not provide any greater rights other than an extension of the length of the term and provided (subject to clauses 4.2(b)(v) and 12.4(b)(ii)) it does not cover any greater area.
 - 4.3. The Pastoralist agrees that the rights of Thudgari People to have and exercise their native title rights and interests as defined in clause 8.1(a) may continue to be exercised in accordance with this agreement in respect of the Pastoral Lease as extended, renewed, remade, re-granted or replaced.
 - 4.4. The Pastoralist agrees that if the Pastoral Lease is extended, renewed, remade, re-granted or replaced, the Pastoralist will request that the Minister for Lands lodge a memorial with the Registrar of Titles (under section 17(2) of the Land Administration Act 1997 (WA)) on the certificate of Crown land title which corresponds with the relevant Pastoral Lease to inform any person who conducts a search of that Crown land title of the existence of the Indigenous Land Use Agreement.
5. 12.2 *Tenure Upgrades - Non compliance*
 - 5.1. the Pastoralist, or a person nominated by the Pastoralist, wishes to obtain a grant of a freehold, special lease or other tenure in the area immediately surrounding each homestead existing on the Pastoral Lease at the Commencement Date, to an area not exceeding 6.25 square kilometres they must advise the Thudgari PBC of that and, subject to clause 12.2(b), the Thudgari PBC consents to that grant;
 - 5.2. If the Thudgari PBC advises within 3 months of the notification referred to in clause 12.2(a) that the proposed use of the area chosen is likely to damage any Site of Significance, then the tenure shall not be located in that area and the Pastoralist and the Thudgari PBC will negotiate in good faith to find an alternative location for the said tenure.
 - 5.3. Upon the grant being made in accordance with the consent set out in clauses (a) and (b) above, the Pastoralist shall not assert in any forum that there has been any extinguishment effected by the construction or operation of the homestead (including any buffer zone required for its operation) over any area beyond the area the subject of such tenure.
 - 5.4. The interests to be granted in accordance with these sub-clauses may include a right to exclusive possession and consequently the Thudgari People may be excluded from those places except that the Pastoralist agrees that members of the Thudgari People will be treated no less favourably than members of the general public who wish to have access to those places.

6. 12.4 Stock Routes and Reserves
 - 6.1. The Thudgari PBC acknowledges the Pastoralist's right to use Stock Routes and Reserves which are located on the Pastoral Lease.
 - 6.2. The Thudgari PBC agrees to:
 - 6.3. (i) the Pastoralist continuing to use the area of the Stock Routes and Reserves for pastoral purposes; and
 - 6.4. (ii) the grant of the Pastoral Lease or other non-extinguishing tenure from time to time in respect of the area of the Stock Routes and Reserves (not including Reserve 26808, Barlee Range Nature Reserve).
7. 12.5 Notification of Grants and Renewals - Non compliance
 - 7.1. The Pastoralist will notify the Thudgari PBC of any grant or renewal dealt within this clause 12 within a reasonable time of being advised of it.
 - 7.2. The State must become a party, to any new Thudgari People pastoral lease indigenous land use agreement.
 - 7.3. Government inconsistent performance and, procedures for agreements, involving land and water usage's; whereas the State of WA, sent notifications of potential grants, to which they become a party of, to the new heritage agreements and,
 - 7.4. Government inconsistent involvement of the pastoralists or Thudgari People for a pastoral lease indigenous land use agreement, to be filed in accordance with the Commonwealth Federal Court of Australia, for any Native Title changes.
8. 12.6 Non-Extinguishment Principle to apply to Future Acts: - Non compliance
 - 8.1. The Non-Extinguishment Principle will apply to each future act that is done pursuant to this agreement and to each Future Improvement.
 - 8.2. To this end, and without limiting the generality of the foregoing, the Pastoralist will request and use their reasonable endeavours to ensure that the appropriate document (the lease, licence, permit) authorising the future act expressly provides that the Non-Extinguishment Principle apply
 - 8.3. Pastoralists negligence of authorising future acts.
9. 12.7 Further documents - Non compliance
 - 9.1. Each of the Pastoralist and the Thudgari PBC will, on the request of the other Party, execute agreements, deeds and other documents and do everything reasonably necessary or desirable to give effect to this clause and the matters contemplated by it from time to time including (without limitation) entering into a further Indigenous Land Use Agreement with the State to give effect to the provisions of this clause 12.

Timely and accessible compensation

1. According to the Thudgari People NATIVE TITLE AMENDMENT ACT 1998 - SCHEDULE 1
2. Amendments relating to acts affecting native title etc.
3. Native Title Act 1993
4. 1 Paragraph 3(d)
5. After "past acts", insert ", and intermediate period acts,".
6. 2 Section 4
7. Repeal the section, substitute:
8. 4 Overview of Act
9. ***Recognition and protection of native title***
10. (1) Act recognises and protects native title. It provides that native title cannot be extinguished contrary to the Act.
11. Topics covered
12. (2) Essentially, this Act covers the following topics:
13. (a) acts affecting native title (see subsections (3) to (6));
14. (b) determining whether native title exists and compensation for acts affecting native title (see subsection (7)).
15. Kinds of acts affecting native title
16. (3) There are basically 2 kinds of acts affecting native title:
17. (a) ***past acts*** (mainly acts done before this Act's commencement on 1 January 1994 that were invalid because of native title); and
18. (b) ***future acts*** (mainly acts done after this Act's commencement that either validly affect native title or are invalid because of native title).
19. Consequences of past acts and future acts
20. (4) For past acts and future acts, this Act deals with the following matters:
21. (a) their validity;
22. (b) their effect on native title;
23. (c) compensation for the acts.
24. Intermediate period acts
25. (5) However, for certain acts (called ***intermediate period acts***) done mainly before the judgment of the High Court in *Wik Peoples v Queensland* (1996) 187 CLR 1, that would be invalid because they fail to pass any of the future act tests in Division 3 of Part 2, or for any other reason because of native title, this Act provides for similar consequences to past acts.
26. Confirmation of extinguishment of native title
27. (6) This Act also confirms that many acts done before the High Court's judgment, that were either valid, or have been validated under the past act or intermediate period act provisions, will have extinguished native title. If the acts are ***previous exclusive possession acts*** (see section 23B), the extinguishment is complete; if the acts are ***previous non - exclusive possession acts*** (see section 23F), the extinguishment is to the extent of any inconsistency.
28. Role of Federal Court and National Native Title Tribunal
29. (7) This Act also:
30. (a) provides for the Federal Court to make determinations of native title and compensation; and

31. (b) establishes a National Native Title Tribunal with power to:
32. (i) make determinations about whether certain future acts can be done and whether certain agreements concerning native title are to be covered by the Act; and
33. (ii) provide assistance or undertake mediation in other matters relating to native title; and
34. (c) deals with other matters such as the keeping of registers and the role of representative Aboriginal/Torres Strait Islander bodies

Alternative regime:

1. Thudgari People Traditional Normative Custom of native title:
 - 1.1. The Environment Protection and Biodiversity Conservation Act 1999 (EPBC Act) is the Australian Government's environmental legislation. It covers environmental assessment and approvals, protects significant biodiversity and integrates the management of important natural and cultural places.
 - 1.2. Observe and, serve the common purpose of the *Aboriginal Heritage Act 1972*, an Act to make provision for the preservation on behalf of the community of places and objects customarily used by or traditional to the original inhabitants of Australia or their descendants, or associated therewith, and for other purposes incidental thereto.

Other legislative regimes

1. FEDERAL COURT OF AUSTRALIA
2. Thudgari People v State of Western Australia [2009] FCA 1334
3. **NATIVE TITLE** – consent determination of native title – whether determination should be made pursuant to s 87 of the *Native Title Act 1993* (Cth) – proposed determination within Court's power and appropriate - orders made
4. *Native Title Act 1993* (Cth), s 13(1)(a), s 24BG, s 56(2), s 61, s 66, s 66(8), s 66(10)(c), s 67(1), s 68, s 86B, s 87, s 87(1), s 87(1)(a)(i), s 87(1)(b), s 87(2), s 94A, s 190A, s 190B, s 190C, s 225
5. **Native Title Amendment Act 1998 (Cth)**
6. Billy Patch and Others on behalf of the Birriliburu People v State of Western Australia [2008] FCA 944
7. *Bodney v Bropho* (2004) 140 FCR 77
8. *De Rose v South Australia* (No 2) (2005) 145 FCR 290
9. *Eringa, Eringa No 2, Wangkangurru/Yarluyandi and Irrwanyere Mt Dare Native Title Claim Groups v The State of South Australia* [2008] FCA 1370
10. *Hughes (on behalf of the Eastern Guruma People) v Western Australia* [2007] FCA 365
11. *Hunter v State of Western Australia* [2009] FCA 654
12. *James on behalf of the Martu People v State of Western Australia* [2002] FCA 1208
13. *Lota Warria (on behalf of the Poruma and Masig Peoples) v Queensland* (2005) 223 ALR 62
14. *Lovett on behalf of the Gunditjmara People v State of Victoria* [2007] FCA 474
15. *Munn (for and on behalf of the Gunggari People) v Queensland* (2001) 115 FCR 109
16. *Nangkiriny v State of Western Australia* (2002) 117 FCR 6
17. *Smith v State of Western Australia* (2000) 104 FCR 494
18. *Ward v State of Western Australia* [2006] FCA 1848

NATIVE TITLE ACT 1993 - SECT 87

Power of Federal Court if parties reach agreement

1. According to paragraph 20 [WAD6212 of 1998/FCA:1334] There is an agreement in writing, signed by all of the parties to the Thudgari application and filed in the Court, for a proposed determination of native title, the terms of which are reflected in the minute provided to the Court.
2. According to paragraph 21 [WAD6212 of 1998/FCA:1334] The parties submit, and the Court accepts, that an order in or consistent with the proposed determination is within the Court's power. In this regard:
3. • First, the application is valid. In particular, as noted above, the application was made under s 61 of the *Native Title Act* as it stood prior to the amendments made by the *Native Title Amendment Act 1998*. While the application was amended on 17 August 1999, that amendment did not have the effect of requiring compliance with s 61 of the *Native Title Act* as amended. Accordingly, no issue of authorisation arises.
4. • Secondly, the application is for a determination of native title in relation to an area in which there is no approved determination of native title and there remains no approved determination in relation to the area the subject of the proposed determination, matters to which s 13(1)(a) and s 68 of the *Native Title Act* refer.
5. • Thirdly, there are no other proceedings before the Court relating to native title determination applications that cover any part of the area subject to the proposed determination, which would otherwise require orders to be made under s 67(1) of the *Native Title Act*.
6. • Fourthly, the form of the proposed determination complies with s 94A and s 225 of the *Native Title Act*.
7. Fifthly, the requirements of s 87 of the *Native Title Act* are otherwise satisfied.

Goals

Vision statement (Vision & Value)

1. To lead Thudgari People/Persons (Tharrkarri, Jawarli, Thiin-Mah & Warriyangka language group), in the right direction by providing the right advice and support.
2. Encourage clarity and leadership within the Thudgari People/Persons (Tharrkarri, Jawarli, Thiin-Mah & Warriyangka language group).
3. Be responsible to meet challenges, to promote honesty and openness with and, for the Thudgari People/Persons (Tharrkarri, Jawarli, Thiin-Mah & Warriyangka language group),
4. Adopt the environment of Consultation, collaboration, Confrontation and Decision-Making Process for and, on Behalf of the Thudgari People/Persons (Tharrkarri, Jawarli, Thiin-Mah & Warriyangka language group).
5. Provide financial and, Social-Well being for and, on Behalf of the Thudgari People/Persons (Tharrkarri, Jawarli, Thiin-Mah & Warriyangka language group).

Mission statement (Mission)

1. Kulyamba Aboriginal Corporation RNTBC:7266 and The Thudgari People/Persons (Tharrkarri, Jawarli, Thiin-Mah & Warriyangka language group), is a Confidential Agreement, Decision-Making group in Western Australia, that is required to be dedicated in delivering a reliable and respectful, efficient and effective Indigenous Corporate Corporation, with accountability and understanding, of the Thudgari People Determination of Determined Consent Federal Court Minutes of Orders: [WAD6212 of 1998]
2. To hold on trust and, perform functions in relation to, compensation for acts affecting the native title;
3. To consult with, and act in accordance with the directions of, the common law holders in performing any of its functions.
4. To perform any other functions in relation to the native title.

Goals: Body Corporate Focal points & Contingency (Goals)

1. Observe and, serve the common purpose of the Body Corporate business, in regards to:
2. Thudgari People (Tharrkarri, Jawarli, Thiin-Mah & Warriyangka language group), Corrigendum, 23rd November 2009 [FCA:1334] The nature and extent of the other rights in the Determination Area are described in the Third Schedule. ((P)WAD6212 of 1998/ FCA:1334_s225(c))
3. Observe and Monitor the *Mining Act 1978 (WA)* - Third Schedule:
4. Review of Act *S.163*
5. *Private land not open for mining [s. 27]*
6. Observe and, serve the common purpose of The Environment Protection and *Biodiversity Conservation Act 1999 (EPBC Act)* the Commonwealth's key environmental legislation.
7. The Environment Protection and Biodiversity Conservation Act 1999 (EPBC Act) is the Australian Government's environmental legislation. It covers environmental assessment and approvals, protects significant biodiversity and integrates the management of important natural and cultural places.
8. The EPBC Act is focussed on the protection of nine 'matters of national environmental significance'.
9. Observe and, serve the common purpose of the *Aboriginal Heritage Act 1972*
10. An Act to make provision for the preservation on behalf of the community of places and objects customarily used by or traditional to the original inhabitants of Australia or their descendants, or associated therewith, and for other purposes incidental thereto.
11. Observe and, serve the common purpose of the Water Rights & Interest belonging to the Thudgari People.
12. Rights or interests held by reason of the force and operation of the laws of the State or of the Commonwealth including the force and operation of the Rights in *Water and Irrigation Act 1914 (WA)*;
13. Observe and, serve the common purpose of the Thudgari People (Tharrkarri, Jawarli, Thiin-Mah & Warriyangka language group), Pastoral Lease Indigenous Land Use Agreement. (it may also apply to suppliers and, partners)
14. Has a special kind of framework for the Pastoral Lease Indigenous Land Use Agreement, that is provided for and, in the NTA.

15. Changes the way that the law would normally apply, with the Thudgari People Prescribed Body Corporate; Kulyamba Aboriginal Corporation RNTBC: Trust, 7266 as a Registered Native Title Body Corporate: For and, on behalf of the Thudgari People.
16. Pursuant to **Part 2, Division 3, Subdivision B of the NTA and, regulation 6 of the Native Title (Indigenous Land Use Agreements) Regulations 1999 (Cth)**
17. To provide direct relief from poverty, sickness, suffering, misfortune, destitution or helplessness among Aboriginal people, especially the Common Law Holders;
18. To lodge Native Title Claims for the Thudgari People/Persons (Tharrkarri, Jawarli, Thiin-Mah & Warriyangka language group), within the Region of WA and/or other areas where they have Native Title interest.
19. To represent the Wyamba/Kulyamba members of the Association in Native Title within the Region of WA and/or other areas where they have a native title interest.
20. To become a Registered Native Title Body Corporate (RNTBC) and carry out the following functions:
21. To consult on behalf of the Thudgari People/Persons (Tharrkarri, Jawarli, Thiin-Mah & Warriyangka language group), in regards to Native Title within the Region of WA and/or other places where they have a Native Title Interest.
22. To negotiate on behalf of Thudgari People/Persons (Tharrkarri, Jawarli, Thiin-Mah & Warriyangka language group), in regards to Native Title within the Region of WA and/or other places where they have a Native Title Interest.
23. To negotiate on behalf of Thudgari People/Persons (Tharrkarri, Jawarli, Thiin-Mah & Warriyangka language group), in regard to heritage and Cultural issues and work regarding any new development in the Region of WA and/or other places where they have a Native Title Interest.
24. To be and to perform the functions of a Prescribed Body Corporate, for the purpose of being the subject of a determination under **sections 56 and 57** of the Native Title Act;
25. To be and to perform the functions of a Registered Native Title Body Corporate for the purpose of being the subject of a determination under section 57 of the Native Title Act;
26. To protect, preserve and advance the traditions, laws, languages, culture and customs of Aboriginal people, especially the Common Law Holders; and
27. To **engage in economic development, business and investment** for the benefit of the Thudgari people and to support Thudgari People/Persons (Tharrkarri, Jawarli, Thiin-Mah & Warriyangka language group), in such ventures.

Misapplying/Disapplying the Racial Discrimination Act 1975 (Cth)

1. As per the conclusion of this review report.

Complex

1. The States involvements with opening DCP cases that are found to be interrupting the future of the Thudgari People 4 generations of native titles, by not providing written documentation of their interventions 'When requested'.
2. [REDACTED] and State of Western Australia (combined) did not use their own connection report to obtain their determination.

3. YMAC, the State including [REDACTED] and combined used Charlie Lapthorne connection report of ancestral status (Tharrkarri, Jiwarli, Thiin-Mah, Warriyangka language group) for their claim of area, to which the Heraldry Charlie Lapthorne and, his children are not a member of.
4. Government agencies in the State of Western Australia created issues and, created overlaps of ancestor's, for disturbances and, disruption in the Aboriginal community, involving native title in Australia.
5. Trusted business expertise and, legal representatives issuing wrongful advice, to eventually cause harm to the Thudgari People AGM, on the 30 December 2024.

Data

1. The Thudgari People data is held privately and confidentially; that it makes it difficult, to access how the future acts regime is operating, in the State of Western Australia.
2. Inconsistency in data lodging by the pastoralists; who did not lodge a memorial, to identify the Consent Determinations and Thudgari People Pastoral Lease ILUA over their pastoral areas,
3. ORIC, Inconsistent data inputs: that do not coincide with the Kulyamba Aboriginal Corporation RNTBC: Rulebook 7266 and, Native Titles.
4. State of Western Australia, did not update their data, to align with the Thudgari People.
5. NNTT ignoring procedures and making decisions based on a fixed data framework and, structure for indigenous peoples.

New and emerging industries

1. The Thudgari People claimed their Traditional normative customary laws & Tradition, including their native cultural lore; when introduced, to the Australian native title regime legal system.
2. The assumption of the Thudgari People is that the Commonwealth laws and, regulations are entwined with the traditional normative system of laws, including the State of Western Australia, this also includes the Aboriginal lore & culture of North West (Western Australia).
3. Thudgari People have proven itself in the capability of incorporating and recognising Aboriginal cultural laws/lores in their recognition of having Traditional Normative Customs, within the Australian legal system and, framework.
4. The Commonwealth Federal Court of Australia, has jurisdiction over the Thudgari People, to make judicial decisions. It has been noted during 2024, ORIC is not the judicial court, to make such judicial decisions for the Thudgari People.
5. Thudgari People is not recognised by Authorities of the Australian government, or representing employees; especially in the State of Western Australia.
6. *12.3 Grants of Low Impact Tourism Rights*
7. (a) Nothing in this clause abrogates, restricts or otherwise limits any right or entitlement that the Pastoralist has under any Native Title Law.

8. (b) if the Pastoralist, or a person nominated by the Pastoralist, seeks any of the grants in this clause, they must advise the Thudgari PBC of that and, subject to clause 12.3(c), the Thudgari PBC consents to such grant:
9. (i) leases, licences and permits authorising Low Impact Tourism and associated activity on the Pastoral Lease and further or alternatively on any tenure granted to the Pastoralist in accordance with sub-clause 12.2 hereof; and
10. (ii) leases, licences and permits authorising the construction or renovation and operation of buildings, infrastructure and facilities for the purposes of the Low Impact Tourism.
11. (c) If the Thudgari PBC advises within 3 months of the notification referred to in clause 12.3(b) that the proposed use of the area chosen is likely to damage any Site of Significance, then the Low Impact Tourism activity shall not take place in that area and the Pastoralist and the Thudgari PBC will negotiate in good faith to find an alternative location for the said activity.
12. (d) The Thudgari People will have the same rights to enter areas of the Pastoral Lease the subject of future acts described in this sub-clause as they have in relation to the Pastoral Lease under this agreement except:
 13. (i) to areas on which buildings and other structures are located and the areas immediately adjacent to them; and
 14. (ii) to any areas the exclusive use of which is reasonably necessary for the conduct of the Low Impact Tourism activities, and in any case members of the Thudgari People will be treated no less favourably than members of the general public who wish to have access to those places.
15. (e) The Pastoralist agrees to provide to the Thudgari PBC Notice of any Low Impact Tourism activities proposed to be conducted by the Pastoralist on the Pastoral Lease or on any tenure granted to the Pastoralist in accordance with sub-clause 12.2 hereof prior to the first conduct of each such activity.
16. (f) If the Thudgari PBC is interested in pursuing (sic) opportunities for the Thudgari People to participate in the Pastoralist's Low Impact Tourism activities by undertaking commercial activities that complement those Low Impact Tourism activities (such as by offering cultural tours or other services), then the Thudgari PBC will notify the Pastoralist of its interest.
17. (g) Subject to the Thudgari PBC agreeing to enter into a confidentiality undertaking in a form satisfactory to both the Thudgari PBC and the Pastoralist, the Pastoralist agrees to meet with the Thudgari PBC to discuss any such interest or proposal. In conducting any such discussions, each Party will act in good faith.
18. (h) The Pastoralist will consider any reasonable opportunities identified by the Thudgari PBC for the Thudgari People to participate in the Pastoralist's Low Impact Tourism and associated activities on arms length commercial terms.
19. (i) The Pastoralist agrees to advise the Thudgari PBC whether it agrees to any commercial proposal to participate in the Pastoralist's Low Impact Tourism activities and if the Pastoralist does not agree, the reasons why not.
20. (j) Nothing in this agreement obliges the Pastoralist to accept any commercial proposal identified by the Thudgari PBC.

21. (k) The Pastoralist acknowledges that the Thudgari People are the holders of knowledge with respect to Sites of Significance or Areas of Significance and will respect any dissemination of that knowledge by them.
22. (l) The Pastoralist will not use any culturally sensitive information provided under this agreement (including knowledge with respect to Sites of Significance or Areas of Significance) for tourism purposes without the prior agreement of the Thudgari PBC.

Conclusion

^{do} In conclusion, this native title review report for 2025, ^{is} has demonstrated the significant impact of various discrimination in deprived financial support for the Thudgari People traditional normative custom native title group in Australia.

The findings indicates that the State of Western Australia has ignored passed legislation laws and deliberately delivered wrongful advice on procedures and performances ~~were~~ conducted, ^{by} frequently ~~from~~ the State of Western Australia government and federal agencies in regards to the Expedited Procedures, which are associated with higher levels of finance, technology, employees and, framework implementation of interventions, that has contributed to the anxiety and depression, particularly among the Thudgari People.

These results underscore the need for resilience and cooperation of the Thudgari People Traditional normative Society and practices, as well as the development of fairness Of equal opportunity for economic development and strategies to promote the Thudgari People Traditional normative Societies among other Aboriginal groups and, to the rest of Australia.

By addressing these challenges and, issues, together; we can help, to ensure the well-being and, success of the next generation.

Regards,

