

mas except such matters as must be dealt with before Christmas. After that, it will be for the House to indicate to what date it wishes to adjourn.

Question put and passed.

*House adjourned at 3.3 p.m.*

## Legislative Assembly,

*Tuesday, 20th December, 1921.*

Motion: Want of Confidence in the Government Page 2488

The SPEAKER took the Chair at 4.30 p.m., and read prayers.

### MOTION—WANT OF CONFIDENCE IN THE GOVERNMENT.

Waroon-Lake Clifton Railway.

Hon. P. COLLIER (Boulder) [4.32]: I move—

That, in the opinion of this House, the Ministers in the present Government who participated in the formation and completion of the contract to build and purchase the Waroon-Lake Clifton railway without the authority of Parliament, and in defiance of a resolution passed by the Assembly as to the order of building railway lines in the State, are deserving of the utmost censure; and the Government who have known all the facts in connection with the said contract and withheld them from the knowledge of the House and the people, have forfeited the confidence of the Assembly.

I am sorry that this motion should in any way interfere with arrangements that hon. members may have made regarding their movements during the Christmas holidays. We all had hoped that we should have been able to continue our comparatively peaceful progress through the legislative programme before the House, which would have enabled us to close the session before Christmas. However, I want to say at once that the members of the Opposition disclaim any responsibility whatsoever for any interruption that may be taking place. Owing to circum-

stances which were divulged by the Premier on Thursday evening last, during the course of his speech in introducing the Loan Estimates, a condition of things was revealed which members of the Opposition felt it was their imperative duty to take notice of. Notwithstanding any inconvenience that may be caused, and notwithstanding the fact that it probably means returning to our labours after the holidays, I feel that I am only acting in the best interests of the country in submitting the motion which stands in my name on the Notice Paper. Circumstances connected with the special lease of Lake Clifton will be well within the knowledge of those members who occupied seats in this Chamber during the last Parliament. In 1916 a Bill was introduced and passed through Parliament. That measure provided for a special lease being granted in respect of the Lake Clifton area, comprising some 4,200 acres. The object was to enable the concessionaire to work the lease and obtain for commercial purposes the lime which was known to exist at the bottom of the lake. Under that lease, also, power was conferred upon the concessionaire, or upon any person to whom he might assign his lease, to construct a railway. I do not contend that the action of the Lefroy Government in purchasing that railway was in any way illegal. We know that under Section 13 of the Act power was conferred upon the Government of the day, or their heirs and successors, to purchase the railway. Thus, I am not contending that anything unconstitutional, illegal, or contrary to the laws of the land was done. What I do say, however, is that, while the Government were within their rights in purchasing the railway without Parliamentary authority, they were morally wrong in doing so. That is an aspect of the question to which I propose to return later. I have no doubt, knowing as I do that there has been a great demand for the file dealing with this particular matter since the tabling of the papers on Thursday last, that it has been impossible for perhaps the majority of hon. members to have an opportunity of perusing that document. I have made extracts from the file which commend themselves to my judgment, and which I believe to be essential to arriving at a proper understanding as to the facts. I purpose at this stage to read extracts from the file in order that those hon. members who are not acquainted with the contents of the file may be in possession of the details and thus be able to come to a conclusion on the facts disclosed. It is known to all that the Lefroy Government decided to purchase the railway. Negotiations regarding the purchase seem to have been opened up early in 1918. We find that the file opens with a letter from the chairman of the Council of Industrial Development—I understand Mr. C. S. Nathan was the gentleman—to the Minister for Industries. The extract I shall read is to be found on page 1 of file 99/19, and is dated 5th September, 1918. The extract refers to

the purchase presumably and reads as follows:—

When over here on his preliminary trip he—

The "he" referred to is Mr. Oakden, the manager of the Sydney company, of which the local company is an offshoot—

appears to have negotiated successfully with the Premier, the Minister for Works, and the Minister for Railways.

That extract is somewhat ambiguous, for we are left in doubt as to what Mr. Oakden appeared to have successfully negotiated. We do not know what that refers to. On page 6, and under date 24th September, 1918, there is a minute from the Minister for Industries to the Minister for Railways. In carefully examining this file, I have been astonished at the part played by the gentleman who then held the portfolio of Minister for Industries. Right throughout the file, the correspondence from the Sydney company, and from the local company, and, in fact, throughout the whole transaction from beginning to end, instead of being addressed, as it should have been, in most instances to the Premier, and in other cases to the Minister for Works on matters relating purely to the Works Department, was directed to Mr. Robinson as Minister for Industries. Mr. Robinson then forwarded the correspondence, as the circumstances required, to the Premier or the Minister for Works, or the Minister for Railways, usually with instructions to those Ministers to perform certain things.

The Minister for Works: Instructions.

Hon. P. COLLIER: Yes, to the Minister for Works himself. I do not know whether he acted upon those instructions, but in more than one instance the Minister for Industries gave instructions to the Minister for Works regarding matters purely relating to the administration of the Works Department.

The Minister for Works: I do not know of those instances. The Minister expressed opinions but did not give me instructions. No man can give me instructions except the Premier.

Hon. P. COLLIER: I know that the Minister for Works is a strong man sometimes, but he did not display that strength which he desires us to believe he is possessed of, throughout the negotiations in connection with this matter. The Minister for Industries wrote to the Minister for Railways on the 24th September, 1918, regarding another matter and the following extract is taken from that communication:—

I asked you and the Minister for Works to meet Mr. Oakden at Parliament House, and it was suggested that, as a large quantity of lime, something like 30,000 tons per annum, was to be conveyed over the Government line, a special price might be quoted.

Hon. members should note that that minute was to the Minister for Railways. On page 11 of the file, under date the 26th Septem-

ber, 1918, there is a copy of a minute from the Commissioner of Railways to Mr. Hudson, who was then Minister for Railways. I would like hon. members to follow this minute because they will find it very instructive in the light of other minutes on other files concerning the administration of the Railway Department. This is a minute from Mr. Short and it stands out in striking contrast with minutes despatched by the present Commissioner, Mr. Pope. Mr. Short's minute was as follows:—

With reference to the attached memo. On the 12th inst., at your request, I met Mr. F. Oakden, general manager of the New South Wales Cement, Lime and Coal Company Ltd., Sydney, and discussed with him the rates on coal from Collie and on lime. I pointed out to him that we were conveying the local coal at less than cost, and that it would be impossible for me to agree to any reduction on the existing rate. I also advised him that the rate for lime was class "M," which is practically our lowest rate. In the afternoon of the same day, subsequent to my seeing Mr. Oakden, you asked me if I had fixed up anything with him. I explained to you the particulars of the discussion we had had, and that I understood from Mr. Oakden that a private line was to be constructed to Lake Clifton, and I advised you that I should be glad to have particulars of any agreement that had been made, so that I could know whether we were to run on the line, or whether our wagons only, the company to take delivery of them on our main line. You promised to give me this information on the following morning. At 10.30 a.m. the next day you telephoned to know if I could meet Mr. Oakden; the secretary advised you that I could see him, but that I was waiting for particulars from you. Mr. Oakden duly called and gave me to understand that the position was as follows, viz.: That the company desired to start cement works at Burswood Island. The distance from Lake Clifton to our South-West main line was approximately as follows: to Waroona, 14½ miles; Coolup, 12 miles; Pinjarra, 15 miles. That he was not prepared to find money to construct this line, but had arranged with the Government that he was to construct the line under the supervision of the Engineer-in-Chief, and that the Government would then take it over and hand it to the Working Railways, or in other words, on the completion of the road it would be a Government line. The question of rates was then discussed, and he agreed that he could supply us with full train loads if necessary, or any tonnage that we might desire; that it would take 2 tons of lime to make 1 ton of cement, and that he anticipated having to utilise 30,000 tons of lime during the year, quite outside of at least a similar quantity which would be required for agricul-

tural use as manure, and 10,000 tons of coal from Collie. I replied that if the conditions as he stated them were confirmed by the Government, I would be quite prepared, in order to encourage the industry, to recommend the lowest rate possible under the circumstances, but that he must distinctly understand that, in consequence of our small population, the proportion of our high-class goods to low-class goods was much lower than in the Eastern States, and that he could not, therefore, expect similar conditions to apply here as in the Eastern States. I have gone very carefully into the matter, and, in order to encourage the industry, I am prepared—provided the heavy rails are used—

That is an all-important proviso.

to recommend a special rate of  $\frac{3}{4}$ d. per ton per mile for the carriage of the lime from Lake Clifton to Burswood, plus a shunting charge of 2s. and 4s. at the latter place, provided that the trucks are loaded to their carrying capacity, and that a minimum number of trucks to suit the department's convenience should be available for transit, as it would not pay to run out to Lake Clifton for one or two trucks. Unless the heavy rails are used, I cannot recommend any reduction in the existing rates unless the junction is made at Pinjarra-Dwarda light rail engine could be utilised to work this spur line, for if light rails are used a light rail engine would have to run empty either from Perth or Pinjarra to Waroona. As an alternative, if heavy rails cannot be supplied, then the only way in which I could recommend a reduction would be that the junction should be at Pinjarra so that the Pinjarra-Dwarda engines could be used. It will be necessary for the company to supply their own sheets for covering the lime, and we will return them free. I could not agree to supply sheets, for a large number of both sheets and wagons are damaged from time to time in connection with the carriage of lime over our own line. Sheets are also practically unprocureable at the present time, and if they can be obtained, it is only at very high cost.

The then Commissioner of Railways, Mr. Short, was prepared to quote a special rate for the carriage of lime, namely three farthings per ton per mile. The ordinary rate for lime was the "M" rate, which was slightly over 1d. per ton per mile, notwithstanding which the Commissioner was prepared to offer a special rate of three farthings per ton per mile, a very considerable concession. The Minister for Works: What is the date of that?

Hon. P. COLLIER: It is 24th September, 1918. The next minute, dated 1st October, 1918, is from the Minister for Railways to the Premier, as follows:—

Lake Clifton. In paragraphs 2 and 3 of the attached minute from the Commis-

sioner of Railways it will be seen that the representative of the company which has acquired this concession states that it has been arranged by the Government to take over this line on its completion by the company. The representative states that the arrangement was made by yourself and the Colonial Treasurer when you were in Sydney early this year. If the statement be correct, please let me have particulars of the arrangements made, so that I may be in a position to deal with the Commissioner's minute.

On the 5th October, 1918, the Premier wrote this minute to the Minister for Railways—

Mr. Oakden called on the Treasurer and myself in Sydney and made representation in regard to the Government taking over this loop line on completion. No definite undertaking was given, but the proposal appealed to us at the time as being in the best interests of the State, if required conditions were carried out, and Mr. Oakden was told that he should put up his proposal for the consideration of the Government.

From that minute it would appear that the matter of the Government purchasing the line was first broached to the then Premier and the Colonial Treasurer, Mr. Gardiner, in Sydney, in May, 1918. The next is a lettergram from the Minister for Industries to Mr. Oakden, dated 16th October, 1918. In the light of subsequent events, it is one of the most important documents on the file. It reads as follows:—

Conferred with Mr. Law. Railways are willing to quote reduced price carriage lime provided they can use their main line engine from Waroona to Clifton. This can only be done if 60lb. rails are used. On other hand, if line runs Clifton to Pinjarra, then light rail engine from Pinjarra-Dwarda line can be used for this spur line work, when lighter rails could be used. The difficulty is, if you desire alter route to Pinjarra to secure lighter rails it means applying to Parliament alter concession, which I think highly objectionable.

Hon. T. Walker: Who is that?

Hon. P. COLLIER: That is from Mr. Robinson to the managing director of the Portland Cement Company, Sydney, on the 16th May, 1918. It continues—

I note you stated to Commissioner Railways that you were to construct line under Government supervision, when Government would take it over. I find your letter Government's reply does not amount to any definite understanding. If you wish this followed up, then put forward definite proposition for consideration of Government.

He advises Mr. Oakden at this stage that there is no definite proposition before the Government for the purchase of the line

and that if he desires the Government to take it over he is to make a definite proposition in writing. Then follow three wires from Mr. Robinson to Mr. Oakden in regard to rails, a matter one would have thought entirely within the province of the Minister for Works. It shows that throughout the proceedings the matter was handled by Mr. Robinson. On 8th October, 1918, Mr. Oakden writes to Mr. Robinson—

Your opinion, which was also clearly given to me by other members of the Cabinet, namely, that it was highly objectionable to apply to Parliament to alter the concession in any way . . . . Another point raised in your wire of the 17th inst. is with reference to my statement to the Commissioner of Railways that we were to construct the line to the satisfaction of the Engineer-in-Chief, finding the necessary capital and carrying out the work which when completed would be taken over by the Government. This has been an expressed covenant and really formed the basis of this company's foundation recognising that until the company was registered, no formal agreement would be entered into. The matter was first considered in conference with the Premier on his visit to Sydney. It was then taken up by letter as referred to in my wire and on several occasions it was discussed and further agreed to in a letter written on the 31st May signed by U.S. of Lands.

There is to be seen running through the whole of it the determination that, no matter what agreement might be arrived at in regard to the purchase of the line, Parliament itself should not be consulted. It was essential that the matter should be withheld from any power which Parliament might exercise. Mr. Oakden, in his letter, states that it was the opinion given to him by several other Ministers as well, that it was highly objectionable to apply to Parliament to alter the concession in any way. Then we have a letter from Mr. Oakden at Sydney to the Premier in Perth, dated the 18th May, 1918, as follows:—

A review of the proposition shows that a branch railway must be built to enable the valuable deposit to be brought to a market. The cost of this railway is estimated at approximately £30,000. At the outset it must be conceded that to lock up so much capital of the proposed undertaking would seriously handicap the company, and since your Government cannot entertain building the line, I repeat the offer made verbally, namely, that this company provides the necessary capital, builds the line, and upon completion to the satisfaction of your Engineer-in-Chief, the same be handed over to the Western Australian Government in exchange for a debenture deed for the actual amount expended bearing interest at 5½ per cent. free from taxation, the deed to have a currency of, say, 20 years. . . . . My reference to the foregoing is not intended to suggest for one

moment that the Government wish to vary or depart from the terms already given, namely, that when the work is completed and both lime and cement works are in operation the railway line will be taken over by the Government and payment made by Government debentures at 5½ per cent. This matter, I take it, will be dealt with when the local board of directors is appointed. We fully recognise that although the capital will be subscribed in this State, the control and conduct of the business must be governed in Western Australia.

In that letter the company estimates that the line will cost £30,000. We shall find out later what it actually did cost. Then we have this letter of the 31st May, 1918, from the Under Secretary of Lands to Mr. J. H. Johnson, of the West Australian Club, Perth. It is an all-important letter, for upon it so much turns in regard to the Cabinet decision in the following January.

Hon. W. C. Angwin: Mr. Johnson then held the lease.

Hon. P. COLLIER: Yes, he had not then assigned it to the company; in fact, the company had not been registered. Mr. J. H. Johnson, the original concessionaire, then held the lease, but subsequently assigned it to the company. This is the important letter from the Under Secretary of Lands, referred to so much later on—

In reply to the recent correspondence addressed by you to the Premier with regard to the Lake Clifton agreement, I have the honour by direction to inform you that the agreement cannot be varied without the authority of Parliament, which will be meeting in about two months' time. The Government is anxious to facilitate operations and is willing to submit an amending Bill to Parliament, providing that you and the Government can agree upon amendments likely to be acceptable to the House. With regard to your proposal that your company should build the line and that the Government should take it over at cost in exchange for debentures bearing interest at 5½ per cent., the Government feel that this proposal could not be entertained unless it had the assurance that work would be in actual operation, thus providing traffic for the railway. Consequently, it is suggested that you amend your offer to provide that the railway to be built by you be taken over by the Government on terms you suggest after the necessary plant and machinery for the lime and cement works have been actually established as a going concern, thus securing traffic for the railway. If this suggestion meets with your approval, steps can be taken to prepare an agreement to form the basis of the amending Bill to be submitted to Parliament early in the coming session.

That is an important letter, having regard to what subsequently transpired. It was sent in May, 1918.

Hon. W. C. Angwin: Yet only five months before then, the Attorney General said it

was highly objectionable to place it before Parliament.

Hon. P. COLLIER: Yes, five months earlier the Attorney General realised, and other Ministers also realised, that it would be highly objectionable to approach Parliament. Mr. Johnson replies, inquiring whether the Under Secretary's letter conveys the decision of Cabinet; and the Under Secretary replied to him on the 22nd stating that his letter correctly set forth the decision of Cabinet. So it would appear that in May of 1918 Cabinet had in mind that any agreement entered into with the concessionaire or the holder of the lease should be subject to ratification by a Bill presented to Parliament. On the 18th May, 1918, the Minister for Industries wrote to Mr. Oakden, the General Manager in Sydney, as follows:—

I beg to confirm my lettergram despatched on the 15th inst., which reads as follows:—"Referring to recent correspondence and telegrams, I am directed to say that the Government is prepared to accept 45lb. rails for the Waroona-Lake Clifton line (stop). And during the establishment of the industry to carry the line subject to regulations at a three farthings per mile rate, provided full train loads to the satisfaction of Commissioner of Railways are required to be hauled and that the total line tonnage carried does not fall below 25,000 tons per annum (stop). In terms of the Under Secretary for Lands' letter, the Government awaits an application in writing from your company setting out precisely its proposal."

We find here that the Government have given way. There are on the file many pages dealing with the question of 60lb. rails versus 45lb. rails. We know, as I have shown, that the rate quoted by the Commissioner of Railways was the low rate of three farthings per ton per mile, but was subject to two conditions, either that 60lb. rails be used, or that the line should junction at Pinjarra and not at Waroona. We find that the Government have now ignored both those conditions and, so far as I have been able to ascertain, without the consent or approval of the Commissioner. The Government have decided to accept 45lb. rails instead of 60lb. rails, and have reduced the quantity stipulated by the Commissioner from 30,000 tons to 25,000 tons per annum. And that, without the authority of the Commissioner of Railways, who stated in his minute that the low rate was subject to heavy rails being used. So in this instance, as in every other instance on the file, wherever the desires of the company were in conflict with the views of the Government, or of any of the officials of the Government, the State and the Government yielded every time, and the desires and wishes of the company were conceded in every instance. This is a wire from the then Minister for Railways, who was in Kalgoorlie at the time, to the Minister for Industries in Perth, on the 16th November, 1918.

Hon. W. C. Angwin: Two days before the other one.

Hon. P. COLLIER: The lettergram to Sydney informing the company that the Government accepted the 45lb. rails and the smaller quantity of freight was sent on the 18th. Two days prior to that, namely, on the 16th, the Minister for Railways wired from Kalgoorlie to the Minister for Industries in Perth, stating that in view of the Commissioner's report and Parliamentary approval of the concession, he was not disposed favourably to any reduction of freight.

The Minister for Works: And did they reduce the freight?

Hon. P. COLLIER: Does not the Minister know that they reduced it?

The Minister for Works: I asked you if they did.

Hon. P. COLLIER: The then Minister for Railways was not disposed favourably to any reduction of freight. We know that subsequently the Government entered into an agreement with the company at the special rate of three farthings a mile.

The Minister for Agriculture: On a certain tonnage.

Hon. P. COLLIER: Yes, but even with that tonnage, the Minister for Railways on the 16th opposed any reduction of freight. Cabinet, however, decided that the reduced freight should be granted, and also that the lighter rails should be used. Mr. Robinson, the Minister for Industries, replied to that wire on the 18th as follows:—

Lettergram embodying Cabinet decision including reduction was despatched Friday night.

So the protest of the Minister for Railways carried no weight with Cabinet at the time.

Mr. Troy: And the Commissioner's recommendation had no weight with them, either.

Hon. W. C. Angwin: The Minister acknowledged the protest two days before the wire was sent.

Hon. P. COLLIER: And all that the Minister for Railways could get in reply to his protest was a curt intimation that a telegram had been despatched to Sydney intimating that Cabinet had agreed to a reduction of freight. On the 26th November, 1918, the Australian Portland Cement Company Ltd. wrote from Sydney to the Premier, as follows:—

I am directed by my board to obtain a definite agreement from your Government whereby you undertake to take over the railway we propose to construct between Waroona and Lake Clifton in terms of the negotiations and promises verbally and by letter. For your convenience I beg to refer you to my letter of the 18th May and a reply by the Under Secretary for Lands, 31st May, making the following proposal—

I need not read that. The letter of the Under Secretary for Lands dated the 31st May, is quoted, which letter I have already

read. This letter stated that the Government were prepared to take over the railway and if his suggestion met with approval, steps could be taken to prepare an agreement to form the basis of an amending Bill to be submitted to Parliament. Then the file contains many wires and communications from the Minister for Industries to Elder Shenton & Co. regarding the price of rails. The portfolio of the Minister for Industries seems to have been all-embracing. No matter what aspect of the question was being dealt with, no matter whether it was a question of public works or otherwise, it all came under the Minister for Industries. Throughout the whole of this file, which is some eight inches high, there are not half a dozen communications over the signature of the Premier of the day. The moving spirit in all the transactions seemed to be the then Minister for Industries, and apparently he was able to get the consent of his colleagues on the all-important features of the contract.

Hon. W. C. Angwin: I do not know what was wrong with the Minister for Works. It is not like him.

The Minister for Works: I will tell you later on.

Hon. P. COLLIER: On the 9th December, 1918, the Minister for Railways sent a minute to the Minister for Industries stating that he had arranged for inspection of rails from the firewood company at Kurramia and asking advice and particulars regarding price and position in this matter; and on the 13th December, a minute was sent from the Attorney General to the Minister for Works asking the advice of himself and the Engineer-in-Chief regarding the matter referred to by the Minister for Railways. The matter of inspecting the rails was one entirely for the Works Department, but the Minister for Railways sent the minute to the Minister for Industries, who asked the Minister for Works practically to get on with the work. The Minister for Industries went to Albany, probably for the Christmas holidays, and on the 2nd January, 1919, he wired to Mr. Moore, Secretary to the Minister for Industries, as follows:—

Please hand my file lime cement works Solicitor General prepare agreement. Send me file and draft agreement when ready. Please expedite.

On the 7th January the Minister for Industries forwarded the draft agreement to the Premier in Cabinet with the following minute:—

Agreement herewith for approval. I have added a new paragraph 12 referring to approval of Parliament; otherwise it is in order.

The Solicitor General put up a draft agreement which contained 11 clauses, and the Attorney General, Mr. Robinson, added one clause in his own handwriting and numbered it 12. He further wrote:—

I suggest an agreement for purchase with Minister for Works and a second agreement as between the Railways Commissioner and the company relating to freights—two agreements.

On the 9th January the Premier minuted the file back to the Attorney General thus:—

Redraft agreement and submit it for approval. H.B.L.

It is most significant that everything on this page is in the handwriting of the then Attorney General. Mr. Robinson put up a minute to the Premier suggesting certain things, and he put up in his own handwriting, a reply, purporting to come from the Premier, to his own request. He not only put up the query to the Premier, but he also put up the answer in his own handwriting.

Mr. Troy: And the Premier signed it.

Hon. P. COLLIER: The Premier replied, "Re-draft agreement and submit it for approval." The Premier should have added, "Your very humble and obedient servant." Paragraph 12 of the draft agreement which the Minister himself added reads:—

This agreement is made subject to the approval of Parliament of appropriation of funds.

We have there, on the 7th January, a suggestion by Mr. Robinson himself that the agreement should be subject to the approval of Parliament of appropriation of funds. We shall see what happened to that suggestion within the next succeeding week or two. The Solicitor General who drafted the agreement, sent a minute to the Attorney General on the 13th January, 1919, in which he said:—

Mr. Oakden, the General Manager of the Company, has stated if the completion of the purchase is subject to Parliamentary approval so that any element of doubt remains as to whether the line would in fact be purchased by the Government, his company would be unwilling to proceed any further with the business, as it is a sine qua non that the company should not assume the permanent responsibility of constructing, owning and working the railway. The within draft does not contain any proviso that the purchase is subject to the appropriation of funds by Parliament.

There can be no mistaking that minute by the Solicitor General on the 13th January, in which he directed the attention of the Attorney General to the fact that Mr. Oakden told him if there was to be an element of doubt involved in getting the approval of Parliament, he was not prepared to go any further. The Solicitor General further directed the Attorney General's attention to the fact that the then agreement did not contain any proviso for the appropriation of funds by Parliament. That was on the 13th January. I do not know what happened in Cabinet. It will be

for Ministers to say whether that minute by the Solicitor General was brought under their notice. On the 13th also, the Solicitor General put up a minute to Mr. Hampton, the Under Secretary for Law, which stated:—

I drew attention to the fact that the proposed agreement in exercise of the option did not contain any proviso that it would be subject to the approval of Parliament or to the appropriation of funds by Parliament (see page 81), but Cabinet decided to purchase under the authority of paragraph 13 of the authorised agreement.

The Solicitor General took every possible precaution to see that his responsible Minister knew entirely the situation with regard to any reference to Parliament. Then we come to the Cabinet decision itself, which was given on the 16th January, 1919, and which is on the file in the handwriting of Mr. Robinson. It states:—

Cabinet decision. Cabinet is of opinion (1) That the statutory agreement should not be varied. (2) That the Government agrees to purchase on the terms set out in the letter of U.S. for Lands of 31/5/18 under the authority of paragraph 13 of authorised agreement.

This is initialled by the then Premier. On the 17th January Mr. Robinson minutes the Cabinet decision to the Under Secretary for Law as follows:—

I did not like the terms of the suggested agreement—

That was the original draft put up by the Solicitor General which contained 11 clauses and to which he added a twelfth clause to the effect that it should be subject to Parliamentary approval—

and advised Cabinet as above, which has been approved. Please carry into effect. R.T.R.

I do not know what took place in Cabinet. I do not know what the intention of Cabinet was when they agreed to this minute, but there can be no mistaking whatever the literal meaning of that minute. When one examines the position, it very clearly lays down that the Government agreed to purchase the railway under the authority conferred upon them by paragraph 13 of the special lease in the Act, and without any reference whatever to Parliament or approval by Parliament. That is what the Cabinet decision means. I do not know what the intention was. It is for Ministers who were present to say what their intention was. The literal meaning is very clear; there is no ambiguity about it; there can be no doubt whatever and in this, I think, the member for Bunbury (Mr. Money) will agree with me. Cabinet agreed to purchase under the authority of paragraph 13 of the authorised agreement.

The Minister for Works: Subject to the letter of the 31st May.

Hon. P. COLLIER: Paragraph 13 of the authorised agreement is the paragraph

which gave the Government the option to purchase the railway.

The Premier: Those words you have quoted are not all the words in the Cabinet minute, are they?

Hon. P. COLLIER: Yes, they are.

Hon. T. Walker: And they are in Mr. Robinson's handwriting.

The Minister for Works: Read it again.

Hon. P. COLLIER: The minute says:—

Cabinet is of opinion—(1) That the statutory agreement should not be varied.

(2) That the Government agrees to purchase on the terms set out in the letter of U.S. for Lands of 31/5/18 under the authority of paragraph 13 of authorised agreement.

That is the complete Cabinet minute.

The Minister for Works: Is there not a proviso in the letter of the Under Secretary for Lands which says there must be Parliamentary approval?

Hon. P. COLLIER: The Minister cannot have read the paragraph. The letter of the Under Secretary for Lands suggests that the company should build a railway and that it should be taken over by the Government with everything as a going concern, thus securing traffic for the railways, but paragraph (2) of the Cabinet minute makes the position clear—

On the terms set out in the letter of U.S. for Lands of 31/5/18 under the authority of paragraph 13 of authorised agreement.

The Minister for Works: That is right.

Hon. P. COLLIER: No matter what the intentions of Ministers were there is no mistake as to the literal interpretation of the Cabinet minute. Paragraph 13 of the authorised agreement says:—

Provided that at any time during the currency of this lease it shall be lawful for us, our heirs and successors, to purchase the said railway at a sum equal to the cost of construction less depreciation as determined by the actual condition of the line.

There are other conditions as to ascertaining the price, etc. Paragraph 13 confers the option upon the Government of purchasing if they think it desirable, and Cabinet agrees to purchase under the authority of that paragraph.

The Minister for Mines: Subject to the terms of the letter you have read: "Subject to Parliamentary approval."

Hon. P. COLLIER: No. If that were so it would be a foolish Cabinet minute, because it would be contradictory. If the Under Secretary's letter provided specifically for a reference to Parliament the latter portion of the minute would be a contradiction. The decision would be an entire contradiction.

The Minister for Works: No!

Hon. P. COLLIER: I cannot question the intentions of Cabinet because I have no

knowledge of what they were. If Ministers say that it was the intention of Cabinet that the decision of the 16th to purchase should be subject to Parliamentary approval, I am prepared to accept their word. It is not for me to say what took place at the Cabinet meeting. All I can do is to go upon the Cabinet minute. All that Cabinet minute says is that the Government will purchase the railway under the authority of paragraph 13. That means they will purchase the railway on their own responsibility without any reference to Parliament.

Mr. Troy: That is the result.

Hon. P. COLLIER: Let us see what interpretation an impartial, unbiassed, and unprejudiced official, namely the Crown Solicitor, places upon this. Undoubtedly the decision of Ministers was to effect the purchase behind the back of Parliament. Some of the minutes I have read show that there was a keen desire on the part of the Minister for Industries not to approach Parliament for any alteration, and that he thought it would be highly objectionable to do so.

Hon. T. Walker: Notwithstanding what he had written.

Hon. P. COLLIER: Mr. Oakden says that other Ministers expressed a similar opinion.

Mr. Money: They desired to avoid any amendments whatever.

Hon. P. COLLIER: When the agreement was being drafted the Crown Solicitor makes it clear that Mr. Oakden told him he was not prepared to enter into any agreement until there were removed any of the doubtful elements as to obtaining Parliamentary approval.

Mr. Troy: He would not go on with the work.

Hon. P. COLLIER: It was the basis of the agreement and negotiations that the matter should be clinched, and the work performed without Parliamentary approval. According to Mr. Oakden, Ministers had expressed the opinion to him that it was highly objectionable to approach Parliament for any variation of the agreement. They knew they had not a million to one chance of securing the endorsement of any Parliament in the country to such a proposal. It was not desirable that the people's representatives should know about the deal, because Parliament would not ratify it.

The Minister for Works: Can you find any other Minister than the one you refer to who said such a thing?

Hon. P. COLLIER: Mr. Oakden did not name them. In a lettergram signed by Mr. Robinson he advises Mr. Oakden that it was highly objectionable to approach Parliament. We have no other definite proof on the file that any other Minister expressed such an opinion, except that Mr. Oakden says that they did. He says that several other Ministers expressed a similar view. On the 17th January, Mr. Oakden writes to the Minister for Industries. It is always to the Minister for Industries. There was no other

member of Cabinet except that Minister. Mr. Oakden says:—

In terms of the agreement which imposes that the company is to construct the line, I shall be obliged if you will give instructions to have the following work performed by the officials of the Public Works Department at our expense, which will avoid delay and remove differences between engineers.

He is asking the Minister for Industries to give instructions to officials of the Public Works Department for certain work to be carried out, and continues—

(1) That a survey of the line of route be made conforming to the requirements of the Engineer in Chief. (2) That a survey be made of the land to be resumed (Crown or alienated) and the necessary steps taken to resume. (3) Working drawings for the construction engineers to be prepared. Since the line will become the property of the Government it will obviously appear to you expedient that the cost of construction will be as low as possible. Accordingly, if you have any suitable plant that will otherwise have to be purchased, I shall be glad if you will give instructions to loan this. You, I am sure, will recognise the importance of proceeding with this work with the least possible delay. There are probably not more than three months of dry weather conditions, and, owing to the exceptionally low lying nature of the ground, it is imperative that the work be put in hand at once. Thanking you in anticipation of assistance.

The Minister for Industries sends this on to the Minister for Works with the following comment:—

I should be glad if you will give immediate effect to requests 1, 2, and 3, and also assist in the loan of plant as far as you reasonably can.

Evidently Mr. Oakden was advised by telephone of the decision of Cabinet, and on the next day sent the letter to the Minister for Industries I have just read.

The Minister for Works: And he sent it on to the Minister for Works?

Hon. P. COLLIER: On the 17th.

The Minister for Works: I was not there.

Hon. P. COLLIER: He gave the instructions I have just read to the Works Department.

The Minister for Mines: That is definite.

Hon. P. COLLIER: No doubt he was the strong man of Cabinet. The next thing we have is a letter from the Solicitor General to Messrs. Robinson, Cox, Wheatley, and Jackson on the 20th January, 1919. This is the first time that the name of this firm of solicitors appears on the file.

Mr. Troy: As soon as the agreement is made.

Hon. P. COLLIER: Yes. It was made on the 20th. Cabinet decision was on the 16th, and on the 20th the agreement is



signed by Mr. Colebatch as acting Premier, on behalf of the Government. On the same day the Solicitor General writes to this firm of solicitors, as solicitors for the company.

Mr. Troy: How does the Solicitor General know that?

Hon. T. Walker: He knew it before.

Hon. P. COLLIER: He had a brain wave. It was the business of the Solicitor General to know. Having handled this matter for months he knew what solicitors were acting for the company. This was not disclosed on the file until the agreement was signed. The Solicitor General writes to the solicitors as follows:—

I enclose the agreement re purchase of railway signed in duplicate by the acting Premier. Please return one of them to me in due course duly sealed by the company. I also enclose the form of agreement with the Commissioner of Railways as regards freight. This agreement has been approved by the Minister for Railways and by the Commissioner,

which is not correct,

but the latter is unavoidably absent from his office to-day and it cannot be signed until to-morrow. You will, however, be able to write Mr. Oakden to-morrow that the signed agreement is in your hands, and it can be posted by next mail.

That is where the firm of solicitors comes in. The next thing I have is an agreement signed by Mr. Colebatch. It is a comparatively short one of two clauses. The first contains the usual preamble, "Whereas" and so on, which means nothing. The other clause reads—

Now it is agreed that when the said company's works at Lake Clifton and its cement works at Burswood Island, including all necessary plant and machinery, have been erected, and the said works established to the satisfaction of the Government as a going concern, thus securing traffic for the railway constructed under the said lease, and the said works have been in operation for six months, the Government will purchase the railway on the terms set forth in the said lease, and subject to the said company being registered as assignee of the said lease, and the railway being duly assigned to the Crown free from encumbrances, the purchase will be completed. The company, will, if the Government so desires, accept in satisfaction of the purchase money Western Australian debentures at par bearing interest at  $5\frac{1}{2}$  per. cent. per annum.

The Minister for Works: Was not that agreement vouched for as being in accordance with the Cabinet minute?

Hon. P. COLLIER: I am glad the Minister for Works reminded me of that. It brings me to the interpretation of the minute of Cabinet. Mr. Sayer was asked to draft an agreement, and that is the agreement he drafted. There is no provision in it for reference to Parliament at all. We thus see the

interpretation placed upon Cabinet decisions by an impartial official. The interpretation the Crown Solicitor placed upon it is the correct one.

The Premier: No doubt the interpretation was supplied by the Attorney General.

Hon. P. COLLIER: It may have been. In sending the agreement to the Attorney General, after drafting it, Mr. Sayer minuted at the bottom as follows:—

An agreement as above will be within the terms of the Cabinet minute of 16/1/19.

Mr. Robinson adds to this, "I concur." The agreement was within the literal meaning of the minute of Cabinet. Whatever the intentions of the Minister may have been I do not know. But Mr. Sayer says he drafted the agreement in pursuance of Cabinet's decision, and the Attorney General agrees.

The Minister for Works: And upon that Mr. Colebatch signed the agreement.

Hon. P. COLLIER: Yes; and I shall have something to say about that later on. Then we have a communication from Robinson, Cox, Jackson & Wheatley to the Solicitor General, Perth, dated the 5th February, 1919. From this time onwards, once the agreement was signed, correspondence passed freely between the Solicitor General and the firm of Robinson, Cox, Jackson & Wheatley, acting on behalf of the company. The solicitors' letter reads as follows:—

W.A. Portland Cement Company Ltd. & W.A. Government. We have received from the solicitors for the company in New South Wales, Messrs. Stephen, Jacques and Stephen, for whom we act as agents—

(1) railway freight agreement, (2) purchase agreement, both duly executed under the seal of the company. The solicitors in their letter to us write as follows: "The first-mentioned agreement (No. 1) is subject to certain subsidiary agreements entered into by Mr. Oakden and Ministers and officials on your side. These arrangements are embodied in certain departmental minutes as follows: (1) Minute from Minister for Works to Engineer-in-Chief, 17th January, 1919; (2) Minute from Engineer-in-Chief and Solicitor General to Attorney General, 18th January, 1919. The whole arrangement is also conditional on the special lease of the Lake Clifton in terms of the Act, No. 17 of 1916, being executed in favour of the company. You will therefore, before handing the agreement over to the Government, kindly obtain an acknowledgment from the Government that the arrangements and conditions as set out above are to be regarded as forming part of the agreement itself.

The Minister for Works: How did they get my minutes?

Mr. Troy: That is what we want to know.

Hon. P. COLLIER: The letter of the New South Wales solicitors of the company

to Robinson, Cox, Jackson and Wheatley proceeds—

"The directors of the company are particularly desirous that there should be no misunderstanding about this matter. The agreement itself does not embody the whole arrangement come to, and the department minutes referred to must be read as forming part of it."

Then Messrs. Robinson, Cox, Jackson and Wheatley's communication to the Solicitor General proceeds—

They further state as follows: "The agreement (No. 2) gives the Government power to satisfy the purchase money by giving  $5\frac{1}{2}$  per cent. debentures at par, and it was agreed that the debentures, if issued, should be free of State income tax. Kindly see that the Government accepts this position."

Then Robinson, Cox, Jackson & Wheatley, addressing the Solicitor General, go on to say—

We shall be glad if you will make an early appointment to have this matter settled. We propose to hand you, together with the documents, two letters addressed to the Premier from the general manager, stating, *inter alia*, that the documents are executed on condition that the company acquires a good title to the Lake Clifton lease. As you know, unless this lease is obtained, the agreements made with the Government fall to the ground, because they would not then have the wherewithal to start their business.

This letter is not only from the firm of Robinson, Cox, Jackson and Wheatley, but it is in the handwriting of Mr. Robinson himself.

Mr. Troy: Then Attorney General.

Hon. P. COLLIER: Yes, then Attorney General.

The Minister for Works: By whom is the letter signed?

Hon. P. COLLIER: It is signed by Robinson, Cox, Jackson and Wheatley, and it is in the handwriting of Mr. Robinson.

Mr. Troy: And Mr. Robinson was then Attorney General.

Hon. P. COLLIER: What does the letter disclose? It discloses that immediately the agreement has been signed, the company discover that there are some other things agreed upon which are not embodied in the agreement itself, which are contained in certain minutes on certain files by the Minister for so and so. It means that Mr. Robinson, as Attorney General, extracted from the files minutes for the use of his firm of solicitors acting for the company.

Mr. McCallum: And sent them to Sydney.

Hon. P. COLLIER: Yes, for the company. There is no other way of explaining it. Here is a letter from the Sydney solicitors of the company, written to Robinson, Cox, Jackson and Wheatley, the Perth solicitors of the company, and quoting these three minutes. The minutes could only have been

obtained by the Sydney solicitors from their agents, Robinson, Cox, Jackson and Wheatley. It means, therefore, that Mr. Robinson, then Attorney General, took copies of minutes from the files—

Mr. Troy: Or that somebody else extracted them.

Hon. P. COLLIER:—or that somebody extracted minutes from the files on his behalf; anyhow, the minutes were sent to Sydney by his firm. It follows that the minutes were extracted from the files, were given into the possession of Robinson, Cox, Jackson and Wheatley, and by them sent to the company's Sydney solicitors for the purpose of securing to the company better terms than could be obtained under the agreement as signed. Now, I contend that if the then Attorney General thought that the agreement did not embody all that had been agreed upon by Ministers and the company, he ought to have seen that the rest was embodied. Why was not everything agreed upon embodied in the agreement? Has anybody seen another agreement drawn in such a fashion as this? Here is apparently an agreement drawn in solemn legal form, sealed, signed, and delivered by the representatives of the Government and those of the company; and then subsequently we are told, "Oh, this agreement is not complete; it is to be read in conjunction with certain minutes on certain files." Is that a legal way of doing things? If there was something embodied in those minutes bearing upon the agreement, why were not the minutes incorporated in the agreement itself? Why were not the minutes placed in the agreement itself?

The Minister for Works: What are the dates of those minutes, and how do those dates compare with the date of the agreement?

Hon. P. COLLIER: The minute from the Minister for Works to the Engineer-in-Chief was written on the 17th January, the day after Cabinet's decision.

The Minister for Works: That is right.

Hon. P. COLLIER: The minute from the Engineer-in-Chief and the Solicitor General to the Attorney General was written on the 18th January. Both minutes were written subsequent to the decision of Cabinet. Of course, one of those minutes is by the Attorney General, and could have been written with I know not what view to subsequent use, possibly as it has been used in this connection.

The Minister for Works: My minute was simply a precautionary instruction to the Engineer-in-Chief, and was never intended—

Hon. P. COLLIER: These two minutes would have to do with the determining of the purchase price when the Government came to take over the railway. The railway was to be taken over at cost of construction less depreciation. Now, these two minutes deal with two other points. One of them deals with the question as to whether the company, when selling the railway to the

Government, would be entitled to interest up to the date the Government took possession of the railway, or whether the interest should cease to accumulate when the line was opened for traffic. That was a point in dispute.

The Minister for Works: That minute of mine was a confidential minute from me to the Engineer-in-Chief, to tell him about his work.

Hon. P. COLLIER: Yes; and the other minute refers to the company being allowed to include in the purchase price of the railway the price paid for land resumed in connection with it.

Mr. Stubbs: Have you seen those minutes?

Hon. P. COLLIER: Yes; they are on the files. Mr. Robinson, acting as solicitor for the company, is afraid that the agreement as it is drawn will not enable the company, when the purchase of the railway by the Government comes to be made, to include in their purchase price the money paid for their resumption of land. That is one point. He is also afraid that the agreement would not enable the company to claim interest on the capital cost of construction right up to the day the Government would take the railway over. Under the agreement, interest is to be at the rate of 6 per cent.

Members: No; 5½ per cent.

Hon. P. COLLIER: No; 6 per cent. on the money expended in cost of construction as the work progressed. Until the railway was finished, the Government agreed to allow, in the purchase price, 6 per cent. interest on the expenditure. The Government say this is to be only until the railway is completed, but the company contend, "No, we are entitled to 6 per cent. interest right up to the date the Government take the line over."

Mr. Willecock: And the company base their claim on that minute.

Hon. P. COLLIER: Yes, on those two minutes. Not on the agreement; there is nothing in the agreement giving the company that. They base their claim upon those two minutes, evidently supplied in order to assist the company to make good that claim when the final negotiations are to take place. The Attorney General of the day extracts, or causes to be extracted, minutes from the files, which minutes he sends to his firm for use, later on, to enable the company to establish those two points which I have mentioned.

Mr. Troy: It is scandalous.

Hon. P. COLLIER: That is the position which the letter discloses, and the letter is signed by Mr. Robinson himself.

Mr. Pickering: Are those minutes marked "confidential"?

Hon. P. COLLIER: No. All minutes on files are confidential.

The Minister for Works: Exactly.

Hon. P. COLLIER: They are only to be known to those handling the files.

Mr. Troy: We could not get them in this House, anyhow.

Hon. P. COLLIER: That is the position disclosed. I want to get through the correspondence, and make my comments upon it afterwards. On the 20th January, 1919, Mr. Oakden writes to the Premier—

Herewith I beg to return agreement duly executed, and desire to state that copies of minutes by Minister for Works 17/1/19 to Engineer-in-Chief, also minutes of 18/1/19 signed by the Attorney General, the Engineer-in-Chief, and the Solicitor General, kindly supplied for the purpose by the Minister for Industries, are being attached hereto; and the agreement has been signed on condition that same are followed on the purchase money being ascertained.

This is Mr. Oakden writing to the Premier, and speaking of these particular minutes as having been kindly supplied by the Minister for Industries, supplied for the purpose that they may form part of the agreement. Thus we have conclusive evidence of these minutes having been kindly supplied by the Minister for Industries to the company. One sees the dual capacity in which Mr. Robinson was acting. He is acting as solicitor for the company, and he is advising the Government as Attorney General. As Attorney General he is bound by oath to serve faithfully and well the Government. He is legal adviser to his lay colleagues in the Cabinet.

Mr. Willecock: And to the Crown.

Hon. P. COLLIER: Yes; he is a King's Counsel, and legal adviser to the Crown. It is upon the Attorney General that, in Cabinet, the other Ministers must depend with regard to all legal questions. And yet at this time, when Mr. Robinson is legal adviser of the Crown, while he is advising the Cabinet on legal questions, he is at the same time the legal adviser of the company and advising them. Here we find the Government and the company in conflict immediately the agreement has been signed. There is a conflict of opinion with regard to certain parts of the agreement, and the Attorney General is able to act for the Government and advise them against the company, and at the same time able to act for the company and advise them against the Government. On the 5th March, 1919, there is a minute from the Solicitor General to the Attorney General, from which I quote some extracts—

I send herewith duplicates of the agreement relating to the purchase of the line, and the agreement with the Deputy Commissioner of Railways. . . . The company therefore maintains that the interest should continue to the date of the actual completion of the purchase.

That is the matter referred to in one of those minutes signed by the Solicitor General. At this juncture the Attorney General had a spasm of virtue, because he minuted back to the Solicitor General—

As my firm is interested, perhaps you will approach and advise the Premier direct.

He could not touch it, being interested in the matter.

Hon. T. Walker: After stealing the minutes!

Hon. P. COLLIER: Then the Solicitor General wrote to Robinson, Cox & Co. on the 13th March, as follows—

W.A. Portland Cement Coy. and the Government: The Engineer-in-Chief and myself approved of paragraphs 5 and 6 of the minute of the Hon. the Minister for Works, dated the 17th January, 1919, on the understanding that interest during the period of construction on borrowed money would be properly included in the cost of construction of the works, and there is no doubt that the Hon. Minister for Works only referred in his minute to interest during such period. There must therefore be no misunderstanding that in fixing the cost of construction, interest for any period after the line is opened for traffic will be included. The provision in the agreement of the 20th January, 1919, re exercise of the option to purchase, that the Government will not purchase until the works have been erected to the satisfaction of the Government as a going concern, thereby securing traffic on the railway, and the works have been in operation for six months, would be meaningless if interest on the purchase money (the cost of constructing the line) during that period were to be payable.

There was the Solicitor General writing to Robinson, Cox & Co. defending the Government interests, and contending that whatever literal interpretation might be placed upon the minute of the Minister for Works, he sets out what the intention was. We know well that a Minister in dictating a minute desires to give a certain decision, but may not put it in such language or phraseology which, if taken to a court of law, would be interpreted in the way in which he meant it to be interpreted. The point is this, that evidently the minute of the Minister is so worded as to leave it open to the construction in a court of law that the company would be entitled to interest until the day the line was taken over, and in order to avoid that possibility, the Solicitor General foreseeing the likelihood of the minute being read that way—and there is no doubt it is capable of that construction, or else Mr. Robinson, as the solicitor for the company, would not have extracted it to make use of it later on—sets forth what was the intention of the Minister for Works. The Solicitor General declares—

There must be no misunderstanding that in fixing the cost of construction interest for any period after the line is opened for traffic will not be included.

He says that was not the intention of the Minister. Then the solicitors for the company, Robinson, Cox & Co., wrote back to the Solicitor General as follows:—

We are in receipt of your letter of the 13th inst., whereby you purpose to set out

what the understanding was with regard to the minutes attached to the agreement between the Government and the company.

Mr. Troy: Who were the solicitors? Robinson, Cox & Co.?

Mr. McCallum: Yes, and the letters were signed by Robinson himself.

Hon. P. COLLIER: The letter goes on—

We take strong exception to this letter, as intending to construe the meaning of the minutes. As we told you on the telephone the minutes attached speak for themselves, and we do not agree, nor will we allow that those minutes are made on any understanding.

The Minister for Mines: All solicitors in the city write in the same fashion, and it is time we were protected against them.

Hon. P. COLLIER: The letter goes on—

The Engineer-in-Chief, we understand, is the arbiter in the matter for the purpose of ascertaining the total cost of construction, and clearly it is not right or equitable that his mind should be directed to ascertain what understanding there was when the documents were entered into. If your letter was allowed to remain as being something in explanation of the written contract, all we can say is that it would be entirely opposed to the laws of evidence, and would be an attempt to influence the arbiter in one direction or the other.

This letter was signed by Mr. Robinson himself. At this time it should be remembered that Mr. Robinson, as a member of the firm of solicitors, Robinson, Cox & Co., was also Ministerial head of the Crown Law Department, to which department he was then writing. He was writing to a subordinate officer, Mr. Sayer, and although Mr. Robinson occupied then the position of Attorney General, and was bound to argue in defence of the rights of the Government and of the State, he was arguing as a member of the firm of solicitors on behalf of the rights of the company. Has there ever been a situation like that in the constitutional history of this country?

Mr. Troy: Or of any other country.

Hon. P. COLLIER: We find the Attorney General, who is sworn to safeguard the interests of the State, strenuously contending, as head of a firm of solicitors, with the Solicitor General, his subordinate officer, on a matter which affects the interests of the State and the interests of his clients.

The Minister for Works: Did the Solicitor General report that to the Premier?

Hon. P. COLLIER: I do not think he did; at any rate the file does not disclose that he did so. On the 14th March, 1919, Robinson, Cox & Co. wrote to the Solicitor General again as follows:—

W.A. Portland Cement Company and the Government: We are in receipt of your letter of the 13th inst. notifying us that

the Premier concurs that the minutes attached to the purchase agreement are to be read as portion thereof.

There is the weakness of the Premier. Mr. Robinson on behalf of the company asks that these minutes should be read in conjunction with the agreement. The matter was put up to the Premier for his decision and the Premier agreed. The Solicitor General had to take it to the Premier, I suppose, for his decision, and the Premier agreed that the minutes should be read in conjunction with the agreement.

Mr. Troy: The Premier again turned down the Solicitor General.

Hon. P. COLLIER: On the 29th June the company wrote to the Premier—this would be about the time when the Premier assumed office. The transaction was ended then, and from that date on the Government set about to construct the line. First of all the Government undertook to have the survey work done, and then set out to build the railway. The Government carried out the whole of the work and the company made progress payments as they went on. Nothing more of importance transpired until the 29th June of the present year, when the company wrote this letter to the Premier—

I have the honour to bring before your attention the agreement dated the 20th January, 1919, entered into between the Government of Western Australia and the above company in respect of the ultimate ownership of the railway line laid down between Waroona and Lake Clifton. As the time stipulated in the before mentioned document is near at hand, I would be glad if you would grant the favour of an interview to the directors of this company, for the purpose of discussing any preliminary arrangements that may be necessary before this railway line is taken over by your Government. R. O. Law, Chairman of Local Directors.

Some other correspondence followed, and the company submitted a claim for £66,600 as the cost of construction, and they declared that other accounts were to follow. The Premier sent that letter along to the Minister for Works to ascertain whether everything was in order. Nothing was done after that.

The Minister for Works: There was the Engineer-in-Chief's certificate on that.

Hon. P. COLLIER: Nothing further was done by the Premier, no steps were taken to comply with the request of the company to issue the bonds and to complete the purchase until the subject was mentioned in Parliament last week in connection with the introduction of the Loan Estimates.

Mr. Wilcock: And we might not have noticed it if he had not mentioned it.

Mr. SPEAKER: Order!

The Premier: I took fine care to mention it.

Hon. P. COLLIER: That is so. I think I have fairly, accurately, and impartially given the contents of the file which shows the

whole of the transactions leading up to the completion of the agreement to purchase, and what followed subsequently. I want now to deal with the decision of the Government. I am assuming that the Leader of the Government agreed to purchase this railway in the terms of the agreement which was signed, without reference to Parliament. I do not know whether I am correct in that assumption or not. I cannot take any other line than that I must assume that Cabinet knew what they were doing when they agreed to the Cabinet minute, as a result of which the line was purchased without reference to Parliament. If the Government of the day decided to purchase that line without the authority of Parliament, they deserve the censure of this House, and any members of that Government who may still be in the present Government, also merit not only the censure of this House, but they deserve to be turned out of office at once.

The Minister for Works: Hear, hear!

Hon. P. COLLIER: It is nothing short of a scandal if Ministers exercise an option such as that contained in this particular agreement without the authority of Parliament. We know perfectly well that such a clause is always embodied in similar agreements. It is a saving clause that is always embodied in such agreements in order that if at any time developments should take place, or circumstances should change, which would justify the Government of the day taking over a railway in the interests of the State or of the community to be served by that railway, they should have the power to do it. But it was never intended that the Government should exercise that option in the manner in which it was exercised. It was, in fact, getting behind the back of Parliament. The company did not construct the railway. The Government constructed the railway, every portion of it from beginning to end, and agreed to purchase it when completed. That was just as much a construction by the Government as the construction of any railway that has ever been authorised by Parliament. It did not cost the company one penny. Although they made progress payments to the Government, just see how they made those payments. They had the agreement which provided for the purchase of the line by the Government, and all they had to do was to lodge that agreement with any bank and get an advance on it even up to a million pounds if it had been worth that, and all they would have had to pay would have been the usual bank rate of interest, I suppose 6 per cent. The agreement was a guarantee on the part of the Government to purchase the line. It was the best possible security that any bank could obtain. So we find that the Government set out to build the railway, and that they did build it behind the back of Parliament. It is absurd to say that they were not building it for the company. They were building it for the company with the signed

agreement that immediately after it was completed they were to take it over and pay to the company the full cost of it. Let me point out the casual way in which the Government entered into this contract. When the Government decided they were going to purchase the line, surely men supposed to be possessed of business instincts and business knowledge would first of all make inquiries as to the probable cost of the line. That might have made all the difference as to whether the Government were justified in making the purchase or not.

Member: They had the trusted Engineer-in-Chief in authority.

Hon. P. COLLIER: It matters not, but when the Government agreed to purchase the line, they did not know who was to be in charge. At the time they agreed to purchase, the company were supposed to carry out the construction of the work. Surely it is only a natural precaution one would expect any Government to take to ask the Engineer-in-Chief for an estimate of the cost before deciding to purchase such a railway. A perusal of the file does not make it appear that anyone considered it necessary to make any such inquiry. Apparently it did not matter what the cost of the line was to be. Whether it was to cost £30,000, £40,000, or £100,000, it mattered not. The Government adopted the attitude that, whatever the cost, they would agree to the proposition all the same. The only estimate apparently before anyone was that of the company itself. Although the company estimated the cost at £30,000, it seems likely that the cost will be £70,000, seeing that the Premier has an item for that amount on the Loan Estimates.

Mr. Underwood: There is some rolling stock.

Hon. P. COLLIER: I do not think the company has any rolling stock at all. They did not have a feather to fly with in the matter of plant.

The Minister for Works: They asked the Government to do it.

Hon. P. COLLIER: The whole of the work was done by the Government officers, and the company did absolutely nothing.

The Premier: They must have some plant there now.

Hon. P. COLLIER: The fact remains that the Government agreed to the purchase of this line behind the back of Parliament. They would never have been able to get the consent of Parliament to the purchase of the line. Of that, there can be no doubt. That is shown by the fact that when the Bill was under discussion in 1916, the present Minister for Works (Hon. W. J. George) was speaking in support of the measure when the late Mr. Thomas, who was then member for Bunbury, interjected: "Find the money and build the line!" We were then discussing the right of the Government to give permission to the company to build the line, and the Minister for Works, in reply to the interjection by Mr. Thomas, said—

"The Government have not the money with which to build the line. Indeed if the Government brought in a Bill for the construction of the line to-morrow the House would not pass the Bill."

Mr. Pickering: Who said that?

Hon. P. COLLIER: The present Minister for Works, when the Bill was under discussion in 1916. At that time, the Minister knew that there was not a member of this Chamber who would vote for a Bill for the construction of this line by the Government. Although the House was so unanimous in opposition to the Government building such a line, and although the Minister for Works knew there was no possible chance of Parliamentary approval for any such proposal, he turns round and builds the line, the construction of which he knew the House would not approve.

The Minister for Works: The trouble was that there were too many railways on the stocks then.

Hon. P. COLLIER: But the Minister knew that the House would not give him the authority, and so he went behind the back of Parliament and built the line.

The Minister for Works: I did not.

Hon. P. COLLIER: The Minister did and in doing so, he knew he was doing something of which Parliament would not approve.

The Minister for Agriculture: Has such a thing never been done before?

Mr. Troy: No, not regarding a line like this.

Hon. T. Walker: Never.

Hon. P. COLLIER: I do not think such a thing was ever done.

Mr. Troy: Why did they do it? It serves no good purpose.

Hon. P. COLLIER: The outstanding fact is that this was done behind the back of Parliament and without the authority of the members of this Chamber. The Minister for Works knows that that was so, for he was associated with the Government who did this. As the late Attorney General, Mr. Draper, pointed out in his minute to the Government, the agreement "gave them merely an option to purchase and did not require them to purchase." The late Attorney General further said:—

Before the issue of the lease, however, the Government had agreed with the company formed by the promoter to purchase the line. I am quite unable to understand why this should have been done. Obviously, it was contemplated by Parliament that after the issue of the lease, the Government should merely have an option to purchase. Parliamentary sanction should have been obtained to the subsequent agreement.

That is the opinion expressed by the late Attorney General, who is now a judge of the Supreme Court. Thus, Mr. Draper said the agreement merely gave an option and entailed no necessity to purchase; Parliament-

any approval should have been obtained, and Parliamentary sanction should have been secured regarding the agreement. I do not think there is one member of this Chamber who will not agree that before a contract of such a nature had been completed, Parliament should have been consulted and authority obtained for the work. We know that that was not done. The evidence before hon. members is that there have been five railways authorised over a period of years, which railways have been held in abeyance because Governments allegedly have been unable to find the money to construct the line. First, we have the Esperance-Northward railway for a distance of 60 miles, which was authorised in 1915. Then there are the Narmbeen-Merredin line of 53¼ miles, authorised in 1915; the Busselton-Margaret River railway of 37¼ miles, authorised in 1913; the Nyabing-Pingrup line of 21¼ miles, authorised in 1915, and the Dwarda-Narrogin line of 33 miles, authorised in 1915.

Mr. Johnston: There is not a bob on the Estimates for the last mentioned line.

Hon. P. COLLIER: These give a total of 205 miles of railways authorised by Parliament, but not yet constructed. Some were authorised six years ago and some eight years ago. Although the Government have been unable to find money to construct those railways, which will serve hundreds of poor, struggling settlers in different parts of the State—

Mr. Latham: Most of the lines are absolutely necessary.

Hon. P. COLLIER: Hundreds of settlers have been waiting for these lines, and yet these railways, which have been authorised for upwards of eight years, are not yet constructed. Although Governments, year after year, have stated that they could not find the money, that the capital cost would be so heavy that the railways could not be made to pay, and so on, they are able to find money to purchase the Lake Clifton line. They are able to find £70,000, or roughly, £4,800 per mile, for the 15 miles of this particular railway.

Mr. O'Loughlin: They bought second-hand 45lb. rails, too.

Hon. P. COLLIER: They bought the rails from a woodland company on the goldfields. It is interesting to observe that for this section of 15 miles of railways the Government provide for a cost of £70,000, but when it comes to making an agreement concerning 15 miles of railways on the goldfields, the Government value the length at £36,000, that is, excluding earth works and so on.

The Minister for Mines: We will argue about that later on, but you are not correct.

Hon. P. COLLIER: That only covers rails and fastenings, while the other covers earth works, rails and fastenings and other works as well.

The Minister for Works: And those rails were purchased long before at a low price.

Mr. McCallum: Those were 60lb. rails.

Hon. P. COLLIER: These are 45lb. rails. The action of the Government was in defiance of a resolution of this House. Some years ago Parliament passed a resolution declaring that the railways were to be constructed in the order in which they were passed by Parliament.

Hon. T. Walker: In the order of their authorisation.

Hon. P. COLLIER: That is so. The Esperance railway was to be the first to be constructed and then the other lines were to be dealt with in accordance with the order of their authorisation by Parliament. The Government have flouted the decision of the House and ignoring that resolution, have set aside 205 miles of railway, the construction of which had been authorised, in order to proceed with the Lake Clifton line.

The Minister for Agriculture: This line will serve every farmer in the State.

Mr. McCallum: But they are not using it.

Hon. P. COLLIER: As a matter of fact, although the company contracted to supply 50 tons of lime per week within a specified time, they have not supplied a hundredweight.

Mr. Troy: That is so.

Hon. P. COLLIER: They have not complied with any part of their contract. One of the reasons why the lease went through this Chamber was that, in addition to the necessity for establishing cement works, members realised the necessity for obtaining a good supply of lime for agricultural purposes. The company undertook to deliver 50 tons of lime per week and they have done nothing yet.

Mr. McCallum: They are getting their lime from Gingin.

Hon. P. COLLIER: Is Parliament to allow a Government to flout this Chamber and incur such expenditure as that involved in connection with this line, without authority? We have come to this stage, that Parliament might just as well close down and hand over the control of the country to an executive.

Mr. Wilson: Hand the country over to Robinson & Co.!

Hon. P. COLLIER: We might just as well do that. As the late Attorney General pointed out, a Bill is necessary in order to carry out the agreement. Thus, before the close of the session the Government will bring forward a Bill to give effect to this agreement.

The Premier interjected.

Hon. P. COLLIER: The advice of the Solicitor General disclosed by the file shows that that is so.

The Premier: He advised me that could not be.

Hon. P. COLLIER: I am only going on what is on the file. Mr. Sayer says a Bill will be necessary. The late Attorney General said the same thing, and in his minute to the Premier, his comment was—

To carry out the agreement of January 20th, 1919, it will be necessary to introduce

a Bill to obtain the approval of Parliament, and the transaction is open to considerable comment.

What kind of a farce is it to come to Parliament with a Bill asking members to pass the measure to give the Government power to carry out an agreement when Parliament, as a matter of fact, has no power to reject that agreement. If Parliament were to refuse to pass the Bill or to vote the necessary money on the Loan Estimates, the State, through the Government, would be landed in heavy damages for breach of contract and the amount involved would probably be greater than the purchase of the railway entails.

Mr. McCallum: Let "Cocky" Robinson meet the cost.

Hon. P. COLLIER: That would be a good proposition. However, that is the position. Parliament will be asked to pass a Bill to give effect to this agreement. That is merely making a rubber stamp of Parliament. Ministers decide to construct railways for a company without authority and then come to Parliament and ask for the necessary Bill to be passed to clinch the agreement and to purchase the railway. If hon. members stand for that sort of thing, it is time we disbanded Parliament and allowed the country to be carried on by an executive comprised of a few men.

*Sitting suspended from 6.15 to 7.30 p.m.*

Hon. P. COLLIER: Before tea I was dealing with that aspect of the question which renders it necessary to get Parliamentary authority in order to give effect to the agreement; I was pointing out that the late Attorney General in the Mitchell Government, now Mr. Justice Draper, expressed the opinion that it would be necessary for Parliament to pass a Bill to enable the Government to give effect to the agreement. If that be so—and I do not presume to question the legal opinion of Mr. Justice Draper—I repeat that Parliament will be asked to participate in a farce; we shall be asked to agree to a Bill when, in fact, Parliament has no option to conceding to the Government any authority which they may require in order to enable them to give effect to the agreement. For Parliament to do otherwise would be to run the State into heavy damages for breach of contract. In that respect then, Parliament will merely act the part of a rubber stamp. Mr. Justice Draper points out that the Government, in signing the agreement, altered the lease in the Statute of 1916. Mr. Justice Draper says this in his summing up of the file—

This agreement does not contain all the conditions annexed to the transaction. From folios 92 and 90 of this file it would appear that further alterations were made in the statutory lease. The cost of construction of the line was altered to include interest on borrowed capital, and also the cost of land resumption. From folio 126

it would appear that the Premier agreed to this. These alterations were made at the request of Messrs. Robinson, Cox & Co. I cannot advise the present Government to undertake any responsibility in connection with the matter.

There Mr. Justice Draper makes a serious charge against the Government. He states that they have made alterations in the statutory lease. Whatever power may have been conceded to them under the option of purchase in Clause 13 of the agreement, neither this nor any other Government had any power except by an amending Bill to vary the agreement embodied in the Act. It is a most serious charge made, not by me, but by Mr. Justice Draper, the Attorney General in the Mitchell Government. He says the agreement varies the statutory lease. If that be so, the Government were guilty of an illegal act. They had no power to vary the statutory lease; they could only proceed in accordance with the powers conceded to them in the agreement, could not proceed in any direction which would have the effect of varying the agreement. Yet we are told by Mr. Justice Draper that they have altered the agreement.

Mr. Money: Is that opinion regarding the interest and the cost of the land given in the minutes of the Public Works Department?

Hon. P. COLLIER: It is embodied in the opinion of Mr. Justice Draper. He refers to the question of interest on capital account. The Act lays it down that the Government may purchase the said railway at a sum equal to the cost of construction, less depreciation as determined by the actual condition of the line. It appears to me that Mr. Justice Draper means that that interpretation does not cover the question of interest. I do not know what else he is referring to.

Mr. Money: Does the contract give the details in reference to that?

Hon. P. COLLIER: No.

Mr. Money: It is not in Clause 13 of the agreement.

Hon. P. COLLIER: Mr. Justice Draper says that the Government departed from the statutory agreement. If so, they did something which they had no power to do.

Hon. W. C. Angwin: They had to pay interest on the cost of construction.

Hon. P. COLLIER: It is not embodied in the agreement. There is nothing in the statutory agreement dealing with it, but the Government of the day agreed to include in "cost of construction" interest on the capital outlay.

Mr. Money: They agreed to interpret it in that way.

Hon. P. COLLIER: That is so. They agreed to interpret "cost of construction" as including interest on capital expended during the construction, and also the cost of land which it was necessary to resume.

The Minister for Works: That is quite right.

Hon. P. COLLIER: I do not know what Mr. Justice Draper had in mind when he said



the Government departed from the statutory agreement. Mr. Justice Draper makes that statement in his summing up of the file. That is the position in respect of the purchase of the line. Now I turn to the other agreement, known as the No. 2 agreement, in which the Government undertook to do certain things, to enter into an agreement concerning the rates to be charged for the carriage of lime over the Government railways. When one examines this it is found to be no less reprehensible than the first agreement. In this No. 2 agreement, as in the other, and as in every instance where there was a conflict of interest between the State and the company, the company triumphed every time. What do the Government undertake to do? Although Mr. Short, then Commissioner of Railways, agreed to quote a specially low rate of three-farthings per ton per mile for the carriage of lime, he said emphatically that his offer was subject to two conditions, subject to the company providing lime to the quantity of 30,000 tons, and subject to the line being laid with 60-lb. rails. Without those two conditions the Commissioner was opposed to any reduction in freight. He did not anywhere express himself agreeable to a reduction in freight, except on those two conditions. As an alternative he said the line should junction at Pinjarra, in which case the light engines running on the light road, could operate from Pinjarra to Lake Clifton. Not any of the conditions sought to be imposed by the Commissioner found its way into the agreement. The Commissioner was ignored in regard to the rails, the Government agreeing to allow the company to build the line of 45-lb. rails.

The Minister for Works: You could not have got one mile of 60-lb. rails at that time.

Hon. P. COLLIER: If the Government found it expedient to allow the company to build the line of 45-lb. rails, if 60-lb. rails were not procurable, the Government should have followed the advice of the Commissioner of Railways and adhered to the ordinary class "M" rate, under which lime was usually carried. The specially low rate was offered by the Commissioner subject to conditions; if those conditions could not be fulfilled, it was up to the Government to see that they got the ordinary rate of freight. What happened? The ordinary freight for the carriage of lime was a little over one penny per ton per mile, whereas the company secured the special freight of three-farthings per ton per mile, or a concession of one-farthing per ton per mile at that time. The special rate of three-farthings per ton per mile quoted by the Commissioner amounted to 4s. 2d. per ton over the journey from Waroona to Belmont. At the time that was agreed upon, the ordinary Class "M" freight amounted to 6s. 5d. per ton from Waroona to Belmont; in other words, the company secured a concession of 2s. 3d. per ton on the rates prevailing. But that is not all. In 1919 the Class "M" rate was increased from 6s. 5d. per ton to 7s. 5d. per

ton over the same distance, and in 1920 it was further increased to 8s. 5d. per ton. The ordinary rate to-day for the carriage of lime from Waroona to Belmont is 8s. 5d. per ton, whereas the company has a contract under which their lime has to be carried that journey at 4s. 2d. per ton for 42 years.

The Minister for Mines: For the term of the lease.

Hon. P. COLLIER: What does it amount to? This shows how utterly neglectful the Government were of the interests of the State in fixing up this agreement, as they were in every other aspect of their dealings with the company. The Government would have been justified in saying to the company, "If you are prepared to guarantee a minimum tonnage of 25,000 tons a year with full train loads, it will be a payable proposition to us and we, as the Working Railways Department, can afford to haul it for you at a lower rate than we charge ordinarily. We can haul it at 3d. a ton, while the ordinary freight remains at 1d." If the Government had had any regard for the interests of the State or had been possessed of that keen foresight and business acumen for which they claim credit, they should have provided that in the event of there being any increase in rates, there should be a pro rata increase in the rate charged to the company. The ordinary person has to pay 8s. 5d. a ton for this distance. The company get it for 4s. 2d. a ton. Thus the ordinary customer has to pay more than double. If anyone wants to bring lime from Waroona to Belmont, he has to pay 4s. 3d. a ton more than the company. The Government have twice raised the general rates for the carriage of goods over the system during the last two years. They increased the rates in 1919 and again in 1920. The explanation given was that, by virtue of an award of the Arbitration Court which involved the Railway Department in an increased expenditure of £250,000 or £300,000 a year and by reason of the increased costs all round, the Government found it necessary to increase fares and freights for the whole of the services rendered to the community. No matter how the financial position of the State may necessitate increased railway rates, this company is to be immune for a period of 40 years. Did anyone ever hear of such an agreement as that? Did anyone ever hear of a Government of business men tying the country up for nearly half a century by agreeing to carry produce at a specially low rate no matter how the rate might have to be increased to the general community afterwards. Now let us see what it means to the State. Assuming that the Government haul the minimum quantity—and here let me say that the Government reduced the quantity stipulated by the Commissioner of Railways from 30,000 tons to 25,000 tons a year—this is how it works out: The difference between the rate the company will pay on the 25,000 tons at 4s. 2d. a ton and the rate of 8s. 5d. a ton, which would be charged to everyone else, will mean a loss of £6,457

every year to the Government. This is a concession in railway freights to the company as against the existing ordinary rates charged.

Mr. McCallum: And that is on the minimum haulage only.

Hon. P. COLLIER: Yes. If, as is assumed, the company haul 80,000 tons—and from a minute on the file the Minister for Works estimates 80,000 tons as a possibility—the loss of course will increase proportionately. If the tonnage hauled should be 50,000, the loss to the department would be £12,800 in the year, and so on in proportion. This agreement is, if anything, more outrageous than the other.

The Minister for Works: Who made that agreement?

Hon. P. COLLIER: It was signed by the same Government and by the same Minister at the same time. The Solicitor General drafted the two agreements at the same time. They were signed about the same time and despatched to Sydney and returned signed and sealed at the same time. This agreement commits the country for a period of 42 years; no matter what the circumstances or the financial position of the State might be, there is to be no rise so far as the company are concerned. Surely it would have been an ordinary business arrangement to have said to the company, "We are giving you an advantage of  $\frac{1}{4}$ d. per ton per mile, but should there be any increase in the ordinary rates at any time subsequently, your charge will go up proportionately. We will throughout give you the benefit of  $\frac{1}{4}$ d. per ton per mile." That would have been a business arrangement. The "M" rate to-day for that distance is  $1\frac{1}{2}$ d. and, under any business arrangement, the company would pay  $1\frac{1}{4}$ d. thus preserving to them the benefit of  $\frac{1}{4}$ d. per ton per mile. That is all the Commissioner of Railways intended at the time. That is all he considered a fair thing, namely the advantage of  $\frac{1}{4}$ d. per ton per mile. But the Government failed to provide in the agreement that, in the event of an increase in rates, the rate to the company should go up proportionately, and that the benefit to the company should still be one of only  $\frac{1}{4}$ d. per ton per mile. Instead of that, we are committed for 42 years to haul their lime for  $\frac{1}{4}$ d. per ton per mile, whereas the ordinary rate to-day is  $1\frac{1}{2}$ d., or just double. The company are paying only 50 per cent. of the ordinary rate, which means, in the aggregate, a total of £6,457 in the year as a bonus to the company for a period of 42 years.

Mr. Troy: On the minimum tonnage only.

Hon. P. COLLIER: Quite so. What were the Government thinking of? What claim have the Government to be possessed of ordinary business methods or instincts when they tie up the country under any sort of an agreement for 42 years? What right had the Government of the day to place the dead hand on posterity and say that for 42 years the people of this State, through their

representatives in Parliament, shall have no say as to what freights shall be charged this company for the carriage of their lime.

The Premier: It was not the Government of to-day.

Hon. P. COLLIER: I said the Government of the day. I am aware it was not the present Government. It was the Government who entered into the other agreement. This is a positive outrage on representative government. It is nothing short of a scandal for any Government to enter into an agreement with regard to freights for 42 years ahead. The Government could have said, "We will give you a concession of  $\frac{1}{4}$ d. per ton per mile to assist you to establish the industry, and this concession will obtain for five years." That would have been a very reasonable period.

Hon. T. Walker: Very liberal.

Hon. P. COLLIER: But to allow the concession to run concurrently with the term of the lease is a positive outrage. No matter what the people of the country might desire during the next 40 years, no matter what one of the many Governments who will possibly come and go on the Treasury benches may desire during that period, they will still be tied by this agreement, and may not alter or increase the rate in any way.

Mr. Pickering: Does not that also apply to the electric light agreement?

Hon. P. COLLIER: Yes, and a mighty good agreement, too.

The Minister for Mines: It was approved by Parliament.

Mr. J. Thomson: Does it not apply to the meat works, too?

Hon. P. COLLIER: That hon. member has not taken the trouble to delve into the file; he is content to read a scrappy newspaper report for his information. No doubt that is all the trouble he has taken to get his comments and his criticism; he is content to take his information from a newspaper. I shall have something to say about that later on. This is the position as it affects this line: the agreement failed entirely to protect the interests of the State. It has tied us up for a period of 42 years, which is a positive scandal. It is equally serious as the other agreement to which I have referred. No matter where the correspondence leads us, no matter to what part of the file we turn, we find the desires and wishes of the company being conceded all the time. Is it any wonder that we are drifting on to the financial rocks? I would like to know how the people engaged in developing our primary industries who, during recent years, have been complaining of the increased charges levied on them in the way of railway freights, will view the situation when they find that they are practically bonusing this company on a minimum output of 25,000 tons to the extent of over £6,000 a year? Now how will this work out as a business proposition? According to the file, the Minister for Works, drawing on his experience as a former Commissioner of Railways and on his knowledge of railway work-

ing, made a little calculation. He estimated as a basis for calculation that the cost of the line would be £50,000, though he remarked that the cost might not reach this figure. It shows how much trouble the Minister for Works—the Minister charged with the responsibility of constructing the line; his department was responsible for the construction and his engineers had charge of the work—took in arriving at his estimate, for it is apparent that he did not ask any one of his responsible engineers for an estimate of the cost of the line.

The Minister for Works: I think you will find that the Engineer-in-Chief and I were of that opinion.

Hon. P. COLLIER: Then I can only say that if the Engineer-in-Chief and the Minister estimated the cost at £50,000, and it panned out at £70,000, they are mighty poor judges of costs. There is no explanation for any responsible engineer being £20,000 out in his estimate of the cost of constructing 15 miles of railway. I could understand it if he was out to that extent in estimating a 100-mile section, or some big job, but to be £20,000 out in his estimate of a 15-mile section is utterly absurd. It is evident that the Government never took the trouble to obtain an estimate from their engineer.

Mr. Pickering: What about the trans-Australian railway?

Hon. P. COLLIER: What is the use of making silly irrelevant interjections? What has the trans-Australian railway to do with this? According to the file the Minister for Works said the sum of £50,000 should be taken as the factor of calculation. He added that the cost might not reach this but certainly it would be over £40,000. The Minister was only about 75 per cent. out in his estimate. The Minister was aware of the conditions under which he would have to carry out the work. There was no alteration in conditions at that time. Nothing occurred to alter the cost. Anyhow, he assumed that the line would cost £40,000, which, at 5½ per cent. interest, would be £2,200 a year representing the amount the Government would be paying annually, in addition to which would be the cost of working the line which might make the sum £3,000 per annum or even more. "And," said the Minister, "the revenue will, roughly speaking, not exceed £1,200 a year. It will thus appear that there is a possibility of the Government having to face a loss of so much per annum on the concern."

The Minister for Works: What date was that?

Hon. P. COLLIER: On the 10th January. Before the Government agreed to purchase the line it was well known it would be a white elephant from the point of view of the Government. The Minister said. "The Government will have to face a loss," and that on an estimated cost of £40,000. If I take the Minister's own figures and calculate them not on the basis of £40,000 capital expendi-

ture, but on the basis of £70,000, which is the actual cost, I find that the loss will amount to £4,050 per year. No sinking fund at all was allowed for in estimating the cost. That is not all. If I am rightly informed—I am speaking subject to correction—the line will be practically a white elephant. I am informed that the company is now drawing supplies of lime not from Lake Clifton over the railway, but from Gingin over the Midland railway.

The Minister for Mines: They cannot draw from there long.

Hon. P. COLLIER: I am advised that they are getting 60 tons a day, and have recently made arrangements to increase the amount to 100 tons. Insofar as the company is drawing lime supplies from the Midland railway, so will this Lake Clifton railway become a greater burden upon the State.

The Minister for Mines: So will the agreement not apply in regard to the three-farthings a ton.

Hon. P. COLLIER: If the supply does not reach 25,000 tons. It was estimated that about 80,000 tons would be required. It may be that the company will draw 25,000 tons from there, and a considerable proportion of lime from the Midland line, but I do not know about that. I understand that the special dredging lease, a Bill in connection with which is now before us, seeking to give to another citizen certain dredging rights on the river for shell, has behind it the object of manufacturing cement at these works.

The Premier: No!

Hon. P. COLLIER: I have been informed that it is so. No matter how one may look at this agreement as to freights, we must all agree that the State has made an absolutely bad deal, more particularly in the unjustifiable manner in which the people of this country have been tied up for the next 42 years. I now come to the gentleman who occupied the position of Attorney General and the part he played in the general transaction. I am sorry that Mr. Robinson has not a seat in this Chamber now.

The Minister for Works: So am I.

Hon. P. COLLIER: It is not an agreeable thing to criticise a man in his absence. It is not our fault that he is not here. It is owing, I should say, to the foresight, wisdom, and good judgment of the electors of Canning that he is not here.

The Minister for Mines: They have mended their ways.

Hon. P. COLLIER: I am unable to understand the attitude of a man, occupying as he did the position of chief legal adviser to the Crown, and himself a K.C. He had sworn allegiance to the Crown, and to serve the Crown in his position in Cabinet as Attorney General and legal adviser to his colleagues. He had sworn to protect the interests of the State and the Crown in every possible respect. And yet we find that whilst acting as advisers to the Government, his firm of solicitors were also acting as advisers to the company in their negotiations with the Gov-

ernment. On more than one occasion the files disclose that there were sharp conflicts of interest between the Government and the company with regard to this contract. In these conflicts Mr. Robinson acted as legal adviser for the company, and as legal adviser to the Government. How could a man serve two masters?

The Minister for Mines: I am assured by Mr. Robinson that the letters from the firm were not signed by him or sighted by him.

Hon. P. COLLIER: I am not prepared to take his assurance.

The Minister for Mines: I do not think there is any question about it, when you compare the signatures.

Hon. P. COLLIER: That does not affect my argument one bit.

The Minister for Mines: I do not think he would deliberately mislead the Government.

Hon. P. COLLIER: I am of opinion that he did. The whole thing is a matter of opinion. Even if he did not sign the letters, it matters not. He was one of the members of the firm of solicitors who were acting for the company. Could there be anything more reprehensible? Here we have a man in the position of Attorney General, having access to the files dealing with the contract, extracting minutes, and stealing the minutes of the Minister for Works. As Minister of the Crown he made copies of minutes to the Minister for Works and other responsible officers, for use by and on behalf of the company, for which his firm were acting as solicitors.

The Minister for Works: You cannot hold me responsible for that.

Hon. P. COLLIER: I am not doing so. The Minister has already enough sins and burdens to bear.

The Minister for Works: I am not responsible for that, anyway.

Hon. P. COLLIER: The Minister must understand I am not criticising him, but the action of the Minister who was responsible. There is no inference that the Minister for Works gave the minutes to Mr. Robinson. We thus see a Minister of the Crown taking possession of minutes to be used in the interests of his clients, sending them to Sydney, and insisting that the Premier should cause these minutes to be read as one with the agreement. The then Premier weakly added his initials in three letters written in pink ink, "I concur, H.B.L." He says, "I agree to these minutes being read as part of the agreement. H.B.L."

Mr. O'Loughlin: R.I.P.!

Hon. P. COLLIER: It is a lamentable exhibition of weakness. I do not blame the then Premier so much as I blame the Minister responsible for it. It was wholly inexcusable. In all my reading of constitutional and parliamentary history, I am not aware that anything equal to this has yet occurred in Australia. I am not aware that any man has occupied a dual position such as Mr. Robinson did, being solicitor for the com-

pany, and Attorney General at the same time. The file shows that he was the Minister to handle the whole business from beginning to end. He was the Minister through whom all the correspondence filtered. He was responsible for drafting the minute to Cabinet dealing with the purchase. He was the Minister who was responsible for one of the minutes which so greatly affected the company, which minute has now to be read in conjunction with the agreement, and which was written the day after the decision of Cabinet. Who is to say that this minute was not written with the deliberate intention of its being used afterwards in the manner in which it was proposed to be used? This was one of his own minutes written after Cabinet had agreed to the purchase. A more astounding proceeding has never yet been heard of in any Parliament in Australia. Am I to conclude that all this has been done by a man who has never been backward in criticising the public actions of others, a man who has even lectured this House at times as to the conduct that members ought to pursue? When Mr. Robinson was speaking upon the famous Nevanas contract, which seems to be worrying the member for Claremont—

Mr. J. Thomson: I am not worrying.

Hon. P. COLLIER: At all events the hon. member referred to it. Mr. Robinson, as will be seen from "Hansard," said—

They (the Government) are guilty of doing things which ordinary individuals would not do. They have done those things which lead one to believe that their principles are subversive of good government.

Fancy that! They have done things which ordinary individuals would not do, and which would lead one to believe that their principles were subversive of good government! Has he done anything in connection with this contract which ordinary individuals would not do? Has he done anything subversive of the principles of good government? I will leave it to members and the country to judge. I come now to the final stage in this transaction.

The Minister for Mines: The sting in the tail.

Hon. P. COLLIER: It relates to the attitude of the Premier and the present Government towards it. Up to this time the present Government had nothing to do with it. The Premier took office in May, 1919. The contracts to which I have been referring were not signed, and the work was not in progress when he took office. This contract and this agreement came under his notice some time after he took office. He asked his Attorney General to go into the matter, and to advise him upon it in January, 1920. The Attorney General (now Mr. Justice Draper) put up a report to him setting out fully the position of affairs as he found it after an examination of the file. What should the Premier have done, and what did he do? He disapproved of the

whole transaction, as did the Attorney General. He thought it was a bad deal for the country and should not have been made. Notwithstanding this, he has sat down for two years or so, and during all this time has withheld from the House and the country the full knowledge of the contract having been entered into. Unquestionably and undoubtedly, the duty and responsibility of the Premier, when he discovered the existence of this contract of which he did not approve, were to have come down to the House and told members and the country the whole facts of the position. Why has this matter been held up secretly? I do not suggest that the Premier had any ulterior motive, but for some reason which I cannot fathom, he did not disclose the existence of this contract. He withheld from the House all knowledge of it until practically the eleventh hour, until almost the last day of the session. Only then, when he brought down his Loan Estimates and wanted parliamentary authority for the payment for the line, did he let the House and the country know what had been done. Let us recall the attitude of the Premier and his colleagues in the past with regard to secret contracts. Whatever may have been said concerning the doings of the Labour Government in regard to secret contracts, this at least is certain, that the Premier and his colleagues, when sitting in Opposition, did not hesitate night after night, month after month, and year after year, to voice their condemnation, and to strongly and severely attack the Labour Government for entering into what they alleged were secret contracts. Although the Premier was not responsible for this secret contract, he kept the fact that it was in existence from the knowledge of the House and the knowledge of the country. It is interesting to go back to the days of 1915, and to quote from a speech made by the Premier on that occasion in regard to the Wyndham Meat Works and the contract connected with their erection. The Premier in those days said, as will be seen from "Hansard," page 2310—

And is it not the duty of members to make the punishment fit the crime, the crime of secrecy . . . . we accuse the Government of secrecy. It is the secrecy we resent . . . . this contract was a secret contract, and knowledge of it only leaked out through the Press.

Mr. O'Loghlen: Those were the days.

Hon. P. COLLIER: Every word of this applies to the action of the Premier to-day.

The Premier: I did not make any contract.

Hon. P. COLLIER: No, but he withheld knowledge of it. It was secrecy he resented in those days. It is the secrecy about this business that we are resenting now. The Premier continued—

I can prove there was secrecy which was connived at, and in fact, deliberately arranged by the Government . . . .

I can prove that there was secrecy that was connived at by the Government. I will not say it was deliberately arranged, but I can apply to the Premier to-day the very words that he applied to the Labour Government then. Although the Premier was not responsible for the contract, he connived at it. He has known about it for two years, but he held it a close secret, and he connived at it. He goes on to say—

There was a conspiracy of silence on the part of the Premier, the Minister for Lands, and Mr. Dunkerley.

The Premier he refers to is now his colleague. A conspiracy of silence! I apply the same words to the Premier now. I say now that there has been a conspiracy of silence between the Premier and the Minister for Works and the Minister for Education and other Ministers.

The Minister for Works: The chickens are coming home to roost, eh?

Hon. P. COLLIER: The Minister for Works, too, was most eloquent in denouncing secret contracts.

The Minister for Works: I daresay I was.

Hon. P. COLLIER: I have no wish to weary the House; but you, Mr. Speaker, know perfectly well that I could occupy the time of hon. members for the next 24 hours—

Mr. Willock: Or 24 years!

Hon. P. COLLIER: —in reading extracts from "Hansard" reports of speeches by the Premier and the Minister for Works and the Minister for Education, and other Ministers now associated with them, condemning the very thing that they have been guilty of in connection with this contract. The present Premier also said in November of 1915—

I wish to ask if secrecy has not become part of the system of this Government? I wonder how many secret contracts exist that we do not know of!

One sees how suspicious the present Premier then was. He wanted to know how many other contracts were hidden away in the archives of the various departments. I am not going to be so unkind as to say that there are other contracts besides this one that the Premier has brought to light. I do not believe the Premier has any other secret contracts hidden away. I believe this is the only one.

Mr. Pickering: The one little ewe lamb!

Hon. W. C. Angwin: It is a full grown sheep.

Hon. P. COLLIER: The then Premier proceeded to say to hon. members of that Parliament of 1915—

If they vote for the Government, they approve of secrecy and mal-administration. I believe no member here will approve of the making of secret contracts.

I in turn tell hon. members opposite that if they vote for the Government, they will be approving of secrecy and mal-administration. That was the text of the then Opposition. I want to know why the Premier did not inform the House of this matter when he first

discovered it? Was it out of consideration for his Minister for Works and his Minister for Education?

Hon. W. C. Angwin: Not the Minister for Works; the Minister for Education. Anyhow, the Minister for Education signed the agreement without reading it.

Hon. P. COLLIER: Why did not the Premier frankly tell the House of this, seeing that he regarded the contract, not in a light manner, not as being unimportant, but in a most serious way? Yet the hon. gentleman covered it up for more than two years. In that respect I say the Premier and his Ministers are deserving of censure. Now I turn to the position occupied by the Minister for Education in this matter. The Minister for Education generally shows himself pretty expert in wriggling out of a difficult corner, and he is not too scrupulous, either, as to the political tactics he employs in order to do so. The Minister for Education, when questioned upon the subject last week, said that he wanted to set out the facts of the case, and proceeded to state—

One feature of the case that may be emphasised is that the agreement embodied in the Act of 1914 was made by Mr. W. D. Johnson as Minister for Lands in the Scaddan Government.

That, it seems, is one feature which may be emphasised. Now, the Minister for Education deliberately attempted to raise a smoke screen; he told the people that this agreement was drawn up by Mr. W. D. Johnson; he says that in order to try to lead the people to believe that he had not been guilty of doing anything wrong, but had merely signed some agreement which was just in pursuance of, and giving effect to, some agreement previously made by Mr. W. D. Johnson. I say it was unworthy of the Minister for Education to drag in Mr. W. D. Johnson's name in that fashion. It is true that the original agreement was drawn up by Mr. W. D. Johnson on behalf of the Labour Government. That original agreement was approved of by the Cabinet of which the present Minister for Mines was Premier and I was a member. We went out of office after the document was drawn up. The agreement was taken up by our successors, the Wilson Government. But the agreement is not Mr. W. D. Johnson's agreement; it is the agreement of Parliament. It is an Act of Parliament. It does not belong to Mr. W. D. Johnson at all. It does not belong to the Government that drew it. It is an action of Parliament. It is the product of Parliament. Why did the Minister for Education gratuitously drag in the name of Mr. W. D. Johnson if it were not to cloud the issue, to confuse the public mind over this matter, to create an impression that he, the Minister for Education, had only done something in pursuance of what Mr. W. D. Johnson had done? Now let us come to Mr. Colebatch's part of the case. He says, "I signed the agreement because it was endorsed by the Solicitor General and by the Attorney General, and I consider that is quite suffi-

cient." But the Minister for Education signed this agreement without reading it. This is another one of the men who helped to destroy the Labour Government and to turn them out of office, and who obtained his present position by virtue of the alleged fact, trumpeted forth to the country, that he was thoroughly well qualified by business training and commercial acumen to govern the country! And yet we have a man as acting Premier with no more sense of the responsibility of his office, with no more business acumen or commercial knowledge, than to sign, without even troubling to read it, an agreement committing the Government to the expenditure of £70,000 for the purchase of a railway! I could understand it if this had been a very lengthy agreement. Sometimes a layman regards legal documents as matters which it is not for him to inquire into when he finds upon them the endorsement of the Crown Law officers. In such circumstances he takes it for granted that he is quite safe in signing them. But here the agreement consisted of only one clause, one paragraph. It would not have taken twenty seconds to read that clause or paragraph. There might have been an excuse for the Minister for Education if this had been a document of great length; but, I repeat, it was just an agreement containing one provision; and yet this tired Minister is too indifferent to read the document in the interests of the State. Now he tries to wriggle out of his responsibility by raising unnecessarily, and without any relationship at all to the contract, the name of Mr. W. D. Johnson.

The Minister for Mines: In any case, when one reads an agreement, one reads what is in it, and not what has been left out of it.

Hon. P. COLLIER: But the Minister for Mines knows this, that the Minister for Education claims that the agreement did not embody the decision of Cabinet. He claims now that Cabinet agreed to the purchase of the railway subject to the approval of Parliament. He was at that Cabinet meeting of the 16th January, believing that Cabinet decided on the purchase of the railway subject to the approval of Parliament. Yet four days afterwards he signed an agreement which, had he read it, he must of necessity have realised did not stipulate for any approval by Parliament.

Hon. W. C. Angwin: That is only his excuse now.

Mr. McCallum: The Solicitor General's letter drew attention to that.

Hon. P. COLLIER: The Minister may not have seen that letter when he had the agreement before him, but at the Cabinet meeting four days previously, he knew the circumstances. Surely it is not too much to ask that a Minister should take the trouble to read a short agreement of this kind before signing it! I do not know where the responsibility lies with regard to that Cabinet. We find that one member of it, Mr. James Gardiner, through the Press has practically re-

pudiated responsibility for the agreement. The inference to be drawn from Mr. Gardiner's letter is that the decision of Cabinet on that memorable 16th day of January, 1919, was that the purchase should be subject to the approval of Parliament. The Minister for Education says so too. He says, "I signed the agreement with the endorsement of the Attorney General and the Crown Solicitor, believing it was right; and it was only in June of the present year that I found out the agreement I signed did not carry out the decision of Cabinet." There is no man in this country, lawyer or layman, who will say that that agreement does not carry out literally the decision of Cabinet.

The Minister for Mines: I do not know you are right there.

Hon. P. COLLIER: I say I am right. Sayer says that. There is no question about it, in my opinion. However, that is a matter between Ministers. It is a question as to what they decided at that Cabinet meeting. I do not know. Nobody knows except those who were present. However, only in June of this year, the Minister for Education says, did he find out that the agreement did not carry out the decision of Cabinet. It is a very belated discovery, on the part of the Minister for Education. The Premier says he knew it more than two years ago.

The Premier: I knew it this time two years ago.

Hon. P. COLLIER: Yes; two years ago the Premier knew it. But this active, live Minister for Education did not discover it until 18 months after the Premier. To me it is rather surprising that the Premier did not think the matter of sufficient importance to bring it up in Cabinet. To me it seems extraordinary that the subject of that agreement never came up incidentally, or by way of conversation. Perhaps the Minister for Works, when he speaks, will tell us the date on which he first discovered that the agreement did not carry out the intention of Cabinet.

The Minister for Works: I will tell you all I know.

Hon. P. COLLIER: No doubt the Minister for Works will tell us at what stage of the proceedings it was he first discovered that the agreement did not convey the decision, or the supposed decision, of Cabinet. The Minister for Education did not find it out for 18 months. And he attempts to slide out of it now by putting the responsibility on other shoulders. I have no more to say. I consider that had the Opposition not brought this matter forward for ventilation in a public way, we would have been neglecting our duty to the people. This party is not actuated by any political motive in submitting the motion. We are not endeavouring to play any party political game. We conceive it to be our duty, when a transaction of this kind has been discovered, to take the earliest opportunity of ventilating it in this House, so that the many matters surrounding it which are doubtful, may be cleared up, and

so that the people of the country, who in the final analysis will have to bear the burden and pay for the blunder, may be placed in possession of all the facts surrounding the affair.

The PREMIER (Hon. Sir James Mitchell—Northam) [8.29]: The Leader of the Opposition in introducing the motion expressed regret that he would have to interfere with the convenience and comfort of members at this season of the year. I regret that also, and so do all of us. But I have no doubt the hon. gentleman thought it his duty to bring forward this motion. He has quoted very largely from files. I do not propose to mention the quotations he has used, except as regards setting him right relatively to two or three of them which seem to me to be rather important. The quotations made by the Leader of the Opposition are not always right. I want it to be quite clear that this Government had no thing whatever to do with this contract. It was made before we came into office.

Mr. Troy: Some of your Ministers were concerned.

Mr. McCallum: Two of them, at any rate.

The PREMIER: The contract had been completed without Parliamentary authority—that is the burden of the complaint by the Leader of the Opposition. Further, he complains that these facts have been withheld from Parliament for a period. I will deal with that aspect and I think the House will then believe that there is no cause for complaint. I will traverse some of the essential facts only, because I did not have anything to do with this contract and, in the circumstances, I will not deal with the file at all. The first agreement was made with Mr. W. D. Johnson when he was a Minister in the Labour Government. I do not know why the Leader of the Opposition objects to his name being mentioned. The agreement was absolutely clear and it was the schedule to the Bill introduced by the late Premier (Sir Henry Lefroy).

Hon. P. Collier: What motive influenced the Minister for Education in introducing Mr. Johnson's name?

The PREMIER: There was no motive at all. That agreement was the schedule to the Bill which was introduced by the Lefroy Government.

Mr. Corboy: Let the Premier read the statement of the Minister for Education which appeared in the Press, and he will see the motive.

The PREMIER: It was contemplated that the railway would be bought some time after construction.

Hon. P. Collier: Of course, it was.

Mr. Corboy: Such a thing is always contemplated in leases of that sort.

The PREMIER: I have already said that Parliament ratified that agreement. The Chamber approved of the lease which was part of the Act of 1916 which was introduced by the late Premier, Sir Henry Lefroy. I ask the House if it can be argued that b

passing that Act, Parliament delegated to the Government the right to purchase the line without further reference to Parliament. I do not think it did, notwithstanding the remarks of the Leader of the Opposition. Even if it did do that, it has to be admitted that the agreement to purchase was made before the line was built. It was thought, and I think the record of Cabinet's decision bears out the contention that the Government intended that Parliament should be asked to ratify the agreement before the line was purchased. However, the option of purchase under the Act to which I have referred, became, under the Lefroy Government, an undertaking to purchase. It is not necessary for me to defend the actions of the Lefroy Government, nor am I going to point out what happened with regard to the making of that agreement. The present Minister for Works was a member of the Lefroy Government and he will tell the House what happened. If it be necessary to set up any defence—I do not think it is—he is quite entitled to do so. The present Government do not accept any responsibility for either of the agreements to which the Leader of the Opposition refers. It would be just as right to make me responsible for agreements entered into years ago.

Hon. P. Collier: I did not charge the Premier with responsibility regarding the agreement.

The PREMIER: No, and I do not propose to accept any responsibility. The Leader of the Opposition was generous enough to say that this Government had nothing to do with it whatever.

Mr. Troy: You do not approve of the agreement?

The PREMIER: I do not believe in any such agreement being made unless it is ratified by Parliament.

Mr. Troy: Of course you do not.

The PREMIER: The Cabinet minute of the 16th January, 1919, has been very much discussed, and it is on that aspect I desire to speak. That Cabinet minute clearly lays down that the purchase of the line must be subject to the approval of Parliament, in accordance with paragraph 13 of the authorised agreement, and in accordance with the terms of the letter from the Under Secretary for Lands dated the 31st May, 1918.

Hon. W. C. Angwin: Where is that minute? It is not on the file.

The PREMIER: It is on the file.

Hon. W. C. Angwin: It is not.

The PREMIER: I say it is.

Hon. W. C. Angwin: You must have different eyes from most of us.

The PREMIER: I certainly may have better ones.

Mr. Munsie: Perhaps the silverfish have been there again.

The PREMIER: There are none so blind as those who will not see.

Hon. W. C. Angwin: But I want to see.

The PREMIER: Cabinet's decision on the 16th of January was as follows:—

Cabinet is of opinion (1) that the statutory agreement should not be varied. (2) That the Government agree to purchase on the terms set out in the letter of the Under Secretary for Lands of the 31st May, 1918, under the authority of paragraph 13 of the authorised agreement.

If hon. members choose to have regard only to the reference to the authority under paragraph 13 of the authorised agreement, and disregard the reference to the letter of the Under Secretary for Lands, then the position becomes totally different.

Hon. P. Collier: That final paragraph covers it all.

The PREMIER: I contend that hon. members cannot leave out the reference to the letter of the Under Secretary for Lands. That particular letter reads as follows:—

In reply to recent correspondence addressed by you to the Hon. the Premier with regard to the Lake Clifton agreement, I have the honour by direction to inform you that the agreement cannot be varied without the authority of Parliament, which will be meeting in about two months' time. The Government are anxious to facilitate operations and are willing to submit an amending Bill to Parliament providing that you and the Government can agree upon amendments, likely to be acceptable to the House.

Hon. W. C. Angwin: That is dealing with the route, not with the purchase.

The PREMIER: Not at all. The letter proceeds:—

With regard to your proposal that your company should build the line and that the Government should take it over at cost in exchange for debentures bearing interest at 5½ per cent., the Government feel that this proposal could not be entertained, unless they had the assurance that work would be in actual operation, thus providing traffic for the railway. Consequently, it is suggested that you amend your offer to provide that the railway to be built by you be taken over by the Government on the terms you suggest after the necessary plant and machinery for the lime and cement works have been actually established as a going concern, thus securing traffic for the railways. If this suggestion meets with your approval steps can be taken to prepare an agreement to form the basis of the amending Bill to be submitted to Parliament early in the coming session.

Hon. P. Collier: That is all clear, but it was nine months before the agreement was signed.

The Minister for Works: That is what we meant at the time.

The PREMIER: That is the letter which is referred to in Cabinet's decision. It does not matter if the letter was dated 80 years before. This letter, without doubt, was before Cabinet when the matter was under discussion.



Mr. Troy: Why was not that decision carried out?

The PREMIER: That is what the Leader of the Opposition has been discussing during the sitting.

Mr. Troy: Well, why was it not carried out?

Hon. P. Collier: It was decided otherwise, that is why.

The PREMIER: It cannot be argued that Cabinet proposed other than that the terms of that letter should be observed in the making of the agreement.

Mr. Troy: How did the alteration take place then?

The PREMIER: I am arguing that Cabinet determined that these conditions should be observed. It has been argued by the Leader of the Opposition that that has not been done.

Hon. P. Collier: Cabinet's decision does not carry out the terms of the letter.

The PREMIER: The decision of Cabinet sets out that the terms of the letter shall be in the agreement—

Hon. P. Collier: Subject to paragraph 13.

The Minister for Mines: One is for the authority to purchase, and the other to determine the purchase—which is entirely different.

The PREMIER: It merely gives the option to purchase under paragraph 13.

Mr. McCallum: That was all the Bill intended.

The PREMIER: The option was to be exercised, subject to the approval of Parliament.

Hon. P. Collier: The Cabinet decision does not say that.

The PREMIER: I suggest that the Leader of the Opposition should read the minute again.

Hon. P. Collier: I have read it a thousand times and it does not say that.

The PREMIER: Of course it does.

Hon. P. Collier: The Crown Solicitor, Mr. Sayer, is as good a lawyer as the Premier.

The PREMIER: Very much better.

Hon. W. C. Angwin: He wants to put it on to Sayer now.

The PREMIER: I say that no hon. member can fail to agree with me that what Cabinet said in its decision on 16th January was that the terms of the letter from the Under Secretary for Lands had to be observed. That letter referred to the question of purchase of the line, although it was dated eight months before. That letter formed part of the early negotiations.

Mr. Troy: The matter had been discussed in Sydney.

The PREMIER: It refers to the suggestion that Cabinet should agree to purchase this line. That should be perfectly clear to everyone. How could Cabinet be more explicit than to say in the minute that the letter of the Under Secretary for Lands should be observed in connection with the agreement.

Mr. Troy: Why was not that letter followed?

The PREMIER: For the moment I am seeking to make members realise that the Cabinet minute did say that the condition laid down in the letter from the Under Secretary for Lands had to be observed.

Mr. Troy: Were those conditions observed?

The PREMIER: Let us be fair. I am sure the Leader of the Opposition misunderstands the position.

Hon. P. Collier: Who does?

The PREMIER: The hon. member.

Hon. P. Collier: I do not misunderstand it at all. It is perfectly clear.

The PREMIER: I think you misunderstand it.

Hon. P. Collier: You are reading something into the Cabinet decision which is not there.

The PREMIER: No, I am not.

Hon. P. Collier: I prefer to take the opinion of the Solicitor General.

The PREMIER: The hon. member is entitled to his choice, but I think every other hon. member will agree that Cabinet's decision is very clear. It is important that the House should realise that Cabinet, on the 16th January, 1919, determined that this agreement should be made subject to confirmation by Parliament. Of course, if it were not so—

Hon. P. Collier: The late Attorney General did not think it was so.

The PREMIER: If it were not so, then every member of the Cabinet of that day had to accept responsibility for the agreement as it stands now. If that were not so those who were responsible would include Sir Henry Lefroy, Mr. Robinson, Mr. Gardiner, Mr. Colebatch, Mr. George, Mr. Hudson, and Mr. Willmott. Mr. Baxter was in the Eastern States at the time, and Mr. Underwood was in the North and did not attend a Cabinet meeting subsequently. If it were not as I have suggested, then everyone of those Ministers would be responsible for the making of this agreement.

Hon. P. Collier: If those Ministers said that was their intention, I am prepared to accept their word, but I say they made a mistake in the wording of Cabinet's minute.

The PREMIER: I think the intention of Cabinet is clearly set out.

Hon. P. Collier: I do not think so.

The PREMIER: I trust hon. members will realise that when Cabinet discusses such a matter, the intention of Cabinet has always to be respected. It is true that this agreement was signed by the Minister for Education, and that the agreement did not contain the clause making it necessary to refer the matter to Parliament. The agreement clearly says that the line will be purchased when completed and when certain other things were done. These things are perfectly clear and there is no escape from that position. When this agreement came down for signature by Mr. Colebatch, it was certified by Mr. Sayer in these words—

An agreement as above will be within the terms of Cabinet minute of 16th January, 1919.

The Attorney General of the day, Mr. Robinson, endorsed the minute "I concur." The agreement was then presented to Mr. Colebatch, and he signed it without reading it, accepting the certificates.

Hon. W. C. Angwin: Does he admit that he did not read it?

The PREMIER: Yes.

Hon. W. C. Angwin: He ought to be ashamed of himself.

The PREMIER: The hon. member himself has signed many documents without reading them.

Hon. W. C. Angwin: Never in my life!

The PREMIER: The Leader of the Opposition has said that he would take Mr. Sayer's advice on a legal matter. I think he would be wise in doing so. Of course, it is possible that Mr. Sayer read into this the authority which the hon. member has read into it. However, I do not wish to discuss Mr. Sayer, although I do wish to make clear to the House that Cabinet did not instruct that this question need not go before Parliament. The Minister for Works probably will refer to that in his speech. It seems very clear to me, and hon. members have had an opportunity to read the letters that passed at the time. The Leader of the Opposition argued that the letter of the Under Secretary did not provide for reference to Parliament. Of course it clearly does. Ministers have signed documents on the certificates of their officers before to-day. If Mr. Colebatch had read the document and seen the omission made, of course he would not have signed. However, there is nothing strange in accepting the certificate of the law officers, particularly when the document is approved by the Attorney General. That seems to me to be the whole point: namely, did my colleagues believe that Cabinet directed that Parliament should be consulted and that that provision should be in the agreement? Of course they did; if it were otherwise they might well be criticised. The Leader of the Opposition referred to the building of the line by the Public Works Department. The Public Works Department did not build the line, but merely loaned an engineer and the gear for the building of the line. However, that has no bearing on the agreement referred to. Complaint has been made also that this was a method of evading responsibility in regard to the construction of the Esperance line. Of course it cannot be seriously argued, not even by the member for Kanowna (Hon. T. Walker) that the building of this line in any way affected the construction of the Esperance railway. However, the hon. member drags in this Esperance line at every possible opportunity.

Hon. P. Collier: I quoted, not the Esperance railway, but 200 miles of various lines which have been awaiting construction for

eight years, notwithstanding which you could find the money for this particular line.

The PREMIER: There is in that resolution passed by Parliament provision that the Esperance line must be started before any other line.

Hon. T. Walker: No; the resolution says that the construction of the several lines shall be according to the order of their authorisation.

The PREMIER: The question of the building of the Esperance line has been discussed from Dan to Beersheba. However, it is immaterial to this issue, and I do not intend to further discuss it.

Hon. P. Collier: It is of no importance, it you wait for seven years.

The PREMIER: I did not say it was of no importance, but I say the building of this line did not interfere with the construction of other lines.

Hon. T. Walker: Rails which might have been available for other lines were used in this line.

The Minister for Works: The company bought their own rails.

Hon. T. Walker: On your security!

The PREMIER: I am not arguing that this line ought to have been constructed or purchased by the Government, but I say it did not interfere with the construction of other lines.

Hon. P. Collier: You are unwise in trying to justify it.

The PREMIER: If it could be contended that the building of this line delayed the construction of other lines, there would be something in it; but that cannot be substantiated. I should just like to clear that up.

Mr. O'Loughlen: It is as clear as mud now.

The PREMIER: To the hon. member, I believe it is. No one would expect it to be otherwise.

Mr. O'Loughlen: You are just blundering along, trying to defend an indefensible action.

The PREMIER: Let me refer to my connection with this matter. I assumed office as Premier in May of 1919. I knew nothing of the purchase agreement until towards the end of December. I believe I did not hear of it until after the railway was completed. I think Mr. Law asked me to make a trip to Waroona. However, that trip was not possible. I immediately asked the Attorney General to go fully into the matter. He did so. His minute of January, 1920, sets out the facts. At that time Mr. Robinson had ceased to be a member of the Government.

Hon. W. C. Angwin: I suppose you would say he took all the sins of the Government with him.

The PREMIER: The Leader of the Opposition asks the House to withdraw its confidence in me because I did not sooner inform Parliament. If the Leader of the Opposition had succeeded Sir Henry Leffroy, he

would be doing just what I am doing to-night.

Hon. P. Collier: Two years belated!

The PREMIER: Not two years belated. The hon. member would be doing what I am doing to-night.

Hon. P. Collier: You are not justified in saying what I would be doing. You are justified only in defending your own action.

The PREMIER: You could not have taken any other action.

Hon. P. Collier: Than to hold it back for two years? What nonsense!

The PREMIER: The agreement was made and the line constructed when I first heard of it. Nothing has happened since. I have never been asked to take any action in connection with the line.

Hon. P. Collier: There has been a general election since. The public should have been told of it. It might have altered their views.

The PREMIER: How could it have altered public opinion in respect of me and my colleagues? I had nothing to do with the making of the agreement.

Hon. P. Collier: There are more than you concerned in it.

Mr. Willecock: The wonderful simplicity of hon. members, to allow themselves to be taken down in order that they might secure a fresh lease of office!

The PREMIER: What could have been gained? To-day Parliament can do all that it might have done two years ago; nothing has since happened. When I found that this agreement had been made, I informed Cabinet and, with the full concurrence of the Minister for Works and of the Minister for Education, we decided that Parliament must be consulted before payment for the line could be made. Nothing has happened during those two years. A few months ago a demand was made for the payment of the money, and at the first opportunity I brought down on the Loan Estimates an amount for this purchase by the Lefroy Government, which I was careful to explain to the House. The House can now deal with it. There was nothing possible two years ago which is not possible to-day. The position has not altered in the slightest; the power of Parliament has not weakened, nor has the power of the people. I might have told about it before; there was no reason on earth why I should not have made the thing public; although I do not know how I could have done it, except perhaps by bringing down the papers and laying them on the Table.

Hon. W. C. Angwin: You should have told us two years ago when we had the Attorney General in the House.

The PREMIER: Anything that could have been done two years ago can be done now. The delay has not impaired the power of Parliament to deal with this matter as it pleases.

Mr. Johnston: But the agreement has.

The PREMIER: That was made before my time. Nothing I have done has altered

the situation in the slightest degree. The line has been purchased, but before it can be paid for Parliament must agree. I understand the legal position is as stated by the Leader of the Opposition, namely, that we are compelled to buy that line.

Hon. P. Collier: Have you any doubt about it!

The PREMIER: None at all. Had I had any doubt, the amount would never have appeared on the Loan Estimates. The company claims that it has fulfilled its part, and it requires us to fulfill ours. We are bound by the agreement, and obliged to pay. The company has done good work in this State. It has spent about a quarter of a million on its works at Burswood, and is there turning out good cement. No one questions the value of the industry to the State. I do not propose to defend any act of the last Cabinet, or of the Cabinet before, or even of its predecessor, but I do say that if any member of the last Cabinet feels aggrieved, he can have a Royal Commission to inquire into the matter.

Mr. McCallum: Soft soap now.

Hon. W. C. Angwin: Who is the Premier of the State—the writer of the leading article in the "West Australian," or you?

The PREMIER: The writer of the leading article has nothing to do with my statements here. If any member of the Lefroy Government feels aggrieved, nobody will deny him the right to an inquiry which he desires. I do not know whether the member for Kanoona prefers that any ex-Minister who desires it should come to the bar of the House and be heard. It does not seem to me that that would be a satisfactory way of dealing with the matter. The Leader of the Opposition has made a serious attack on the late Attorney General, who cannot come here to reply. However, if he wishes it I should say he ought to be given an opportunity to appear before a Royal Commission. I have said all I wish to say with regard to this matter. It has been necessary for me to come to Parliament to ask for the money to complete the purchase of this line. I have done that, and I have done all that any other man in my position could do or would have done. If Parliament desires to do away with the line, Parliament can do that now. The line is still in the hands of the company. They have been working the line, so far as it has been worked, since its construction in 1919. Last year I understand they hauled about 18,000 tons of lime over the railway. Something was said about a claim for interest. I do not see how they can claim, and I do not intend to acknowledge that they have any right to claim interest on the railway they have been using. It would be a strange thing if they could have the use of the line and charge for interest on the cost of it at the same time. If the Leader of the Opposition thinks that delay in advising Parliament has weakened the position at all, I assure him that he is very much mistaken. I am not conscious of having done other than right in this matter.

I believe my duty was, when the money was requested, to come to this House and ask the House to vote it. As a matter of fact, we do not now know what the exact amount will be, and two years ago the position certainly would not have been clearer. The company have this agreement and they had it before I took office. They still have the railway; it is in their possession. Before it could be taken over, I had to come to the House and ask if the House was willing that it be taken over. What more could I do?

Hon. P. Collier: You could not have done less. You had to come to Parliament and you waited until the last hour.

The PREMIER: I came to Parliament as soon as a claim was made for payment.

Hon. P. Collier: No, you put it off until the last moment.

The PREMIER: Could I have come before?

Hon. P. Collier: Yes.

The PREMIER: Certainly I could have come here and said that I had been looking through the files and had found that this agreement had been made. But was such a thing ever done before? I am perfectly certain that if the Leader of the Opposition had succeeded Sir Henry Lefroy as Premier, he would have been here to-night asking for this vote, just as I am asking for it, and for the reason which I have already stated, that the line is still in the hands of the company. The company have paid for the line, and now and only now are they asking the Government to pay for it.

Mr. Johnston: I think the Leader of the Opposition would have told us something about it when the last elections were on.

The PREMIER: I do not know that he would have done so.

Hon. P. Collier: That is why it was withheld—so that the public would know nothing about it.

The PREMIER: No, it was not.

Hon. P. Collier: I am justified in assuming that it was.

The PREMIER: The Leader of the Opposition is not justified in assuming that.

Hon. P. Collier: There is no other reasonable assumption.

The PREMIER: These files have been scattered around the departments.

Hon. P. Collier: It is marvellous how it leaked out.

The PREMIER: It did leak out.

Mr. Corboy: It was known a fortnight ago.

The PREMIER: Nothing was concealed by the department. These files were open to the public.

Mr. Collier: They must be very sleepy pressmen these days. They would have had it out a bit sooner when we were in office.

The PREMIER: I maintain that, in coming to the House now, I have come just as soon as I was entitled to do so.

Hon. T. WALKER (Kanowna) [9.5]: I think we might all say at once that so far as

the initiation and conduct of negotiations in connection with this objectionable agreement are concerned, the Premier had nothing whatsoever to do with it. That might be granted, and willingly granted, but does that altogether answer the charge that has been laid against him and his Government in the motion of the Leader of the Opposition that he has kept most damaging facts in the history of the administration of the State from Parliament?

The Premier: I have not; I brought them to Parliament.

Hon. T. WALKER: I am sorry to have to point out that this is on a par with a good deal of the special pleading and manufactured minutes of the ex-Attorney General, Mr. Robinson, apparently conforming to a necessity, a duty and an obligation. But is it a conformation? Is it really in accordance with the views which have been quoted and which the Premier expressed in this House when the Nevanas contract was being debated? He said—

Is it not the duty of members to make the punishment fit the crime?

What crime?

The Premier: Yes, what crime?

Hon. T. WALKER: The crime of secrecy. These were the words of the present Premier on that occasion.

The Minister for Mines: They put us on the chopping block.

Hon. T. WALKER: There was no secrecy about it.

The Minister for Mines: But we were like Jonah, we came out all right.

Hon. T. WALKER: We came out all right—out of office—on such accusations as this.

Mr. Underwood: And you have been waiting ever since.

Hon. W. C. Angwin: No, we have not.

Hon. T. WALKER: The present Premier on that occasion said—

It is the secrecy we resent. This contract was a secret contract, and knowledge of it leaked out only through the Press.

The Premier: I never made any contract.

Hon. T. WALKER: But the Premier is an accessory after the fact so far as the secrecy is concerned. He has helped to keep this matter a secret.

The Premier: I have not.

Hon. T. WALKER: Where is the sense of responsibility of the Premier when he can keep in his mind a knowledge of this terrible outrage upon administration and have no idea of the necessity of laying the papers before Parliament and taking the House into his confidence the moment he discovered it? What sense of responsibility had he? He says "I have now come down with it to the House." When? Only to ask the House to foot the bill. That is the only way in which the matter has come before us. It would have been discussed on the Loan Estimates in the usual way, in the small hours of the night, if the Leader of the Opposition had not taken this course.

The Premier: No, it would not.

Hon. T. WALKER: Undoubtedly, it would have been. The item appears in the Loan Estimates, and there alone, and this is the way the Premier complies with his duty of taking the House into his confidence.

The Premier: But I told the House about it.

Hon. T. WALKER: Yes, after all these months. The House was not told anything about it until the Loan Estimates were brought down, that is, two years after his discovery of this enormity—it cannot be called by any other name. Two years afterwards, when he is obliged to tell the House, he does so.

The Premier: I had nothing to hide.

Hon. T. WALKER: Then why hide it? The Premier, in the course of his speech, has shown that at least one member of the Cabinet committed what, if it had been done by an ordinary civil servant, would be an absolutely criminal offence provided for in the code.

The Premier: What is that?

Hon. T. WALKER: The section reads—

Any person who, being employed in the public service, publishes or communicates any fact which comes to his knowledge by virtue of his office and which it is his duty to keep secret, or any document which comes to his possession by virtue of his office and which it is his duty to keep secret, except to some person to whom he is bound to publish or communicate it, is guilty of a misdemeanour and is liable to imprisonment for two years.

If we are to trust the file, if we are to trust what appears there in written documents over the signatures of officers and Ministers, there have been files extracted and communicated to persons who had no right to them without the knowledge of the Minister in whose departments those files were kept. Is not that so? And this to benefit a company who employed the Attorney General as the soliciting firm for the company. If that had been done by any ordinary public servant, it would have been a criminal offence.

The Minister for Works: What would the Barristers' Board think of it?

Hon. T. WALKER: I do not think they would tolerate that kind of moral conduct. Again, the Act says—

Any person who being employed in the public service, or being the holder of any public office and being charged with the performance of any duty by virtue of such employment or office, not being a duty touching the administration of justice, corruptly asks, receives, or obtains, or agrees or attempts to receive or obtain any property or benefit of any kind for himself or any other person on account of anything already done or omitted to be done, or to be afterwards done or omitted to be done by him in the discharge of the duties of his office; or corruptly gives, confers, or procures, or promises or

offers to give or confer or to procure or attempt to procure, to, upon, or for any person employed in the public service, or being the holder of any public office or to, upon, or for any other person, any property or benefit of any kind on account of any such act or omission on the part of the person so employed or holding such office is guilty of a crime, and is liable to imprisonment with hard labour for seven years and to be fined at the discretion of the court.

Mr. Marshall: We will convict him; hard work would do him good.

Hon. T. WALKER: That is what would happen to a public servant.

Mr. Corbooy: 'Is not a Minister a public servant?

Hon. T. WALKER: Technically, no.

Hon. P. Collier: He holds a more important office.

Hon. T. WALKER: Yes, a more responsible office, for he has taken the oath of allegiance faithfully to serve the State. That is his position, one much higher than the civil servant. Therefore we expect a stricter code of moral honour.

The Premier: Is it a criminal offence for a civil servant to give information?

Hon. T. WALKER: It is, to communicate documents to those who have no right to receive them, and anyone who uses his office to benefit himself or his friends or any other person whatsoever is guilty of a crime. I submit that if we are to trust the speech of the Premier, by inference, one member of a past Government has been guilty of that. He has utilised his office in the interests of the company. He advised and instructed them how to go about things so as to secure all they have secured under the best possible agreement.

Mr. Teesdale: You will have him a partner in the deal next if you go on.

Hon. T. WALKER: I do not know to what the hon. member refers, or what he means. I am not too sure there is not something in that.

Mr. Troy: It was your suggestion.

Hon. T. WALKER: I do not want to make assertions that I am not too sure about.

Mr. Pickering: They are made under privilege.

Hon. T. WALKER: He has some interest in fibrolite or in the manufacture of cement for house buildings, or some patent rights in connection with that. He has other interests connected with this industry. It may be this has some bearing on the interjection of the hon. member. I am only looking at it now as put forth by the Premier himself. Mr. Robinson actually suggests to a company seeking benefits that it shall make its representations in a certain way. He suggests how the company shall go about it. Although he is Attorney General for the State he suggests to the company the best way in which it can secure the advantages it requires.

Mr. Angelo: A royal councillor.

Hon. T. WALKER: Undoubtedly he was advising the company as against the Government. I remember well, when I was in the Parliament of New South Wales, when the late Sir Edmund Barton, then Mr. Barton, and Mr. O'Connor, two important Ministers, were accused by the late Hon. John Want with having accepted a brief from the MacSherry Railway Construction Company. The Hon. John Want drew the attention of the House to this fact and moved the adjournment of the House. The motion was carried against the Government of Sir Henry Parkes, and Mr. Barton had to resign and the other holder of the brief had to do likewise, and the Government were defeated over so simple a matter as that, so keen was the sense of honour in those days. This is not a parallel case; it is infinitely worse. If we are to trust the Premier, and we must seeing that he has given us the correct version so far, there was in the mind of Cabinet all the way through, the resolve to refer, and a sense of the necessity for referring, any agreement to the endorsement of Parliament. This had to be done by means of a Bill. That was over and over again set forth. How was this averted? Why did this not come to fruition? How is it we have not got the Bill? The reason is that the legal officer in the Government put up a minute to Cabinet constituting an agreement, which absolutely belied and annulled all the understanding of Cabinet. It was absolute treachery and dishonour. That is revealed by the Premier's speech to-night. But no action is taken when the offence is discovered. An election has taken place since, but nothing whatever is said. Could there be anything more enormous; anything more scandalous?

Mr. Underwood: Dreadful!

Hon. T. WALKER: Is it not?

Mr. Underwood: True.

Hon. T. WALKER: Even the hon. member must admit it.

Mr. Underwood: Why pick me?

Hon. T. WALKER: Is this House to be kept in ignorance of an offence so egregious as this? Can interest be running on and accumulating in this manner without the House knowing anything about it until now? Is that good government? Is this the policy of the present Government? Two years have passed and we have known nothing about this.

The Premier: There is no interest running on. You do know all about it.

Hon. P. Collier: That is a matter for arbitration.

Hon. T. WALKER: We know all about it now. If we had not to pay the piper now, if it had been five years hence, for five years we should have been kept in ignorance.

Hon. P. Collier: That is a fair assumption.

Hon. T. WALKER: It only comes up now when we are obliged to pay. I am not going over the ground already gone over by the Leader of the Opposition showing how much we have to pay which we might have avoided, and how callous the Government have been.

The Premier: Not a penny will you have to pay that you could have avoided paying.

Hon. T. WALKER: Why?

The Premier: Because you have to pay.

Hon. P. Collier: The question of interest up to date is still in abeyance.

The Premier: No.

Hon. T. WALKER: It is still a question.

Hon. P. Collier: The file says so.

Hon. T. WALKER: Perhaps the Government will yield as the previous Government yielded.

The Premier: Your Government yielded.

Hon. P. Collier: And you took our Premier into your Government.

Mr. SPEAKER: Order!

Hon. T. WALKER: Everything that the company has asked for has been granted up to now. How comes it that the Cabinet, being so resolved to submit a Bill to Parliament, did not see to it that the agreement contained a reference to this Bill? No mention is made of it. No public attention is drawn to it. There is no check upon it. What kind of Government is this? The people who signed this agreement are in office now. The Minister for Education who signed that document, it is now said, without reading it, only a few days before had his attention drawn to the fact that provision should be made for submitting this to Parliament. In the one short clause there is no allusion to it, and yet he signs it. Here is a remarkable thing: On the 13th January, 1919, Mr. Sayer wrote to the Attorney General, Mr. Robinson—

Mr. Oakden, the general manager of the company, has stated if the completion of the purchase is subject to Parliamentary approval so that any element of doubt remains as to whether the line would in fact be purchased by the Government, his company would be unwilling to proceed any further with the business, as it is a sine qua non that the company should not assume the permanent responsibility of constructing, owning and working the railway. The within draft does not contain any proviso that the purchase is subjection to the appropriation of funds by Parliament.

On the same day he sent a minute to Mr. Hampton as follows—

I draw attention to the fact that the proposed agreement in exercise of the option did not contain any proviso that it would be subject to the approval of Parliament or to the appropriation of funds by Parliament, but Cabinet decided to purchase under the authority of paragraph 13 of the authorised agreement.

That is to say, without any provision for submitting the matter to Parliament.

The Minister for Works: We did not understand that.

Hon. T. WALKER: Mr. Sayer did his best to make it known.

The Minister for Works: We did not have that letter.

Hon. T. WALKER: Why not? The Minister had an Attorney General whose duty it was to make it known.

The Minister for Works: I never saw that letter until I saw it on the file last week.

Hon. T. WALKER: It is extraordinary.

The Minister for Works: That may be.

Hon. T. WALKER: What were the Government doing to allow an officer to override them in this way? All the time that this contract was in process of negotiation every communication from the applicant company went through the Minister for Industries.

The Minister for Works: Exactly.

Hon. T. WALKER: Whether it was a matter of railway construction or not—

The Minister for Works: Not all.

Hon. T. WALKER: The correspondence went through him. He was the factotum. He was the one who communicated everything to other Ministers. He was made the agent of the company.

The Minister for Works: He was Attorney General, and therefore our legal adviser.

Hon. T. WALKER: But he was advising the Government not upon law, but upon railway construction.

The Minister for Works: No.

Hon. T. WALKER: And upon railway freight—

The Minister for Works: He was Minister for Industries.

Hon. T. WALKER: And upon rails. The law had nothing to do with freights.

The Minister for Works: Oh yes, it had.

Hon. T. WALKER: He was advising upon the ordinary details of the department.

The Minister for Works: He was not doing anything of the kind.

Hon. T. WALKER: Undoubtedly he was. The files have been read to-night.

The Minister for Works: You do not understand.

Mr. SPEAKER: Order! The Minister can address himself to the subject later on.

Hon. T. WALKER: He received requests as to the rails to be used, and as to the route to be taken, and as to all the functions in connection with the construction of the railway. He was made the recipient of any suggestion or any request that was afterwards communicated second hand to the Minister for Works. All this was known, and yet I find no protest from any Minister, either from the Minister for Education or the Minister for Works, against the course that things were taking. There is nothing on the file to show that any objection is taken to Mr. Robinson acting in this way, running the whole concern, being not only adviser to the Crown but the administrator so to speak of the departments of other Ministers, all the time being a member of the firm of solicitors that were trying to get all the bargains they could for themselves.

The Minister for Works: How were we to know that?

Hon. T. WALKER: Surely the Minister knew.

Hon. P. Collier: You saw the papers on the file, the letters from his firm.

Hon. T. WALKER: Surely the Minister came across these letters from the firm of Robinson & Cox.

The Minister for Works: After the agreement was made, yes, but not before.

Hon. T. WALKER: Surely there were some parts of the file which must have been seen before.

The Minister for Works: I cannot tell you.

Hon. T. WALKER: I do not know whether the Minister was in Cabinet when the decision was made to complete the contract to purchase.

The Minister for Works: On the 16th January, yes.

Hon. T. WALKER: If so, he surely knew of the minute saying there was no necessity for taking the matter to Parliament. The minutes recorded show that an agreement was made with the company, and that there should be no submission to Parliament.

The Minister for Works: Nothing of the sort.

Hon. T. WALKER: Then they had not read the file properly, because repeatedly attention is drawn to the fact that provision is not made for taking this matter to Parliament. The Minister should have known that it had been stated that the course of submitting this matter to Parliament would be considered most objectionable.

The Minister for Works: I will show you when I come to speak.

Hon. T. WALKER: The minute, too, shows that the company objected to the variation of the contract; and it is a variation as we have now got it. That much-quoted Section 13 is merely an optional section included in all private Acts of this character; wherever a railway is privately constructed, the Crown reserves the right to step in and take the line over, if that course is found necessary. And this is no more than that. The contract, however, goes further. It not only buys this railway ahead—buys the railway in advance—but it constructs the railway itself, so to speak. The officers of the Crown, the public servants of the land, are put into movement to make this railway. Civil servants are employed to do the work. To all intents and purposes, this was a public railway before ever it was started. All the Government machinery for railway construction was to be put at the service of the company.

The Minister for Works: And the company paid for that.

Hon. P. Collier: No.

Hon. T. WALKER: This shows the farce of the thing. "The company paid for it." Let me show how they paid for it. What was done was that the company, having the contract in hand, borrowed the necessary money. Instead of the State borrowing the money, the company borrowed the money, thus practically paying for the work as it went along. Then, having paid for the rail-

way with the borrowed money, the company come to the Government and say, "Now pay us back all the money you have borrowed and leave us the railway."

Hon. P. Collier: The company want paying for it at the rate of 6 per cent. per annum interest.

Hon. T. WALKER: Yes; and not only up to the date of completion, but right up to the date of the settlement of the purchase. That is what they are asking for—whether they get it or not. They even put amongst their expenses a charge for directors' fees.

Hon. P. Collier: Yes, and a bonus to the engineer.

Hon. T. WALKER: Yes, and a bonus to Mr. Anketell.

Mr. Underwood: That was not charged up. They tried to charge it up.

Hon. P. Collier: Yes, they wanted to charge it, but it was disallowed.

Hon. T. WALKER: That is the kind of company we are dealing with. We are now asked to pay that company for what is, so to speak, a Government railway line. Are not the Government taking the line over before it has ever been of any service to the State? Without ever having served any settler, this line becomes a Government railway. Is it not a subterfuge to speak of a line like that as a private line? I think every member has a right to complain of the subterfuge which has prevented other lines, which might have been built, from being constructed up to date. Seventy thousand pounds spent upon the construction of useful agricultural lines, leading to development, would have done material good to the State.

Mr. Teesdale: There was enough said at the time about the benefit to agriculture.

Mr. Willcock: But it never came off.

Hon. T. WALKER: We know this line has not done any good to agriculture. What has agriculture got out of it?

Mr. Willcock: Not a bag of lime.

Hon. T. WALKER: True; not a bag of lime so far. Even for cement purposes the railway is not being fully used. Some of the material used in making cement comes from Gingin or that neighbourhood.

The Minister for Works: There is a train load of it carried every day.

Hon. T. WALKER: The railway is foreseen by the Minister for Works himself to be a white elephant. The Minister himself prophesies that the State will lose by it. Now, what power hypnotised the Cabinet, and hypnotised the Minister for Works, to enable this company, with its agent in the Attorney General, to defy the Commissioner of Railways, to overcome and overthrow him completely, and to defy Cabinet itself?

The Minister for Works: How could the company hypnotise the Commissioner of Railways? He is protected by this Act.

Hon. P. Collier: But Ministers overruled the Commissioner.

Hon. T. WALKER: That is what I am pointing out. The Commissioner of Railways said, "If we are to have light lines,

we must go to Pinjarra for our starting point to get to Lake Clifton. If we are to have these light lines we must use our small engines; and we can then only charge the rate of three-quarter pence per mile." By going to Pinjarra, the Railway Department might have been able to do that. The Commissioner said further, "If we join up at Waroona, we must then have heavy lines." What happened? We joined up at Waroona, and we purchased second-hand rails for the lines. It is all very well to say that the Commissioner is protected by the Act. But who threw him off his perch?

Hon. P. Collier: The Cabinet.

Hon. T. WALKER: It was done through Cabinet in some way or other. The Commissioner of Railways was in this matter of no value whatsoever. Not only was that breach made, so to speak, but the arrangement was made to last for 40 years hence.

Hon. P. Collier: Yes; that is the scandal, the crime.

Hon. T. WALKER: The Commissioner of Railways will, as regards the Lake Clifton line, be bound not by the Act, which protects him, but by this rotten agreement—if I may be excused the language.

Hon. P. Collier: Bound by the agreement for 40 years.

Hon. T. WALKER: And not a word of all this till it is forced out of the Government by a motion of this kind! How did that come about? Can the Minister for Works say he knew nothing about it? He knew something of these prices. I give the Minister for Works credit for being one member of the Government who does look after the interests of the State. What peculiar influence was at work here that he did not notice the enormity, the crime against the State of pledging it, binding it, for 40 years?

Hon. P. Collier: At a non-paying rate.

Hon. T. WALKER: Undoubtedly. To a non-paying line for all that time.

Hon. P. Collier: With increased and increasing costs.

Mr. SPEAKER: Order! The hon. member has addressed himself to the subject.

Hon. P. Collier: Well, I am not addressing myself very much to it now.

Mr. SPEAKER: The hon. member must keep order.

Hon. P. Collier: I am keeping order.

Hon. T. WALKER: There is another offence that I just want to dwell on for a moment; and that is that by this very contract, and by the method the Government have followed—some of those who followed it are in the Ministry to-day—the development of the country has been retarded, and a resolution of this House has been deliberately defied and set at naught. That is the resolution declaring that new Government railways shall be constructed in the order of their authorisation. The resolution has been cast to the winds, and here we are with this line, call it what we like, a Government line,



constructed in the interests of a private company—

The Minister for Agriculture: What did that resolution apply to?

Hon. T. WALKER: It was passed before this contract was entered into.

Mr. Underwood: That resolution does not matter, anyhow.

Mr. SPEAKER: Order!

Hon. T. WALKER: That resolution was passed before this contract was entered into.

Mr. Underwood: The resolution is a rotten one, anyhow, and not of the slightest use.

Hon. T. WALKER: It was a just and sound resolution.

Mr. Underwood: No.

Mr. SPEAKER: Order!

Hon. P. Collier: It was a decision of the House.

Hon. T. WALKER: Yes; a decision of the House twice upheld. There was an attempt to rescind the resolution, and that attempt resulted in confirming the resolution most strongly.

Mr. Underwood: It is a resolution which should never have been passed.

Hon. T. WALKER: Never mind what the hon. member, in his babbling moments, may utter in that regard. It was a resolution which the wisdom of the House chose to pass.

Mr. Underwood: The House chose in ignorance.

Mr. SPEAKER: Order! The member for Pillbara must keep order.

Mr. Willecock: It is not the correct thing for the member for Pillbara to reflect on Parliament, either. He ought to be made to withdraw.

Hon. T. WALKER: It would be a derogation of the dignity of the House to ask the member for Pillbara to withdraw. He is not worth noting. That resolution was carried. Whether wise or not, it was a resolution of this House.

The Minister for Works: That is quite correct.

Hon. T. WALKER: It bound the Government, and every member of the Government; and it more particularly emphasised that binding when, as I say, an attempt to get the resolution rescinded resulted in an affirmation of it even stronger than before. In spite of that, and whilst we are told that the Government cannot secure rails for any other portion of the State, whilst we are told that funds will not allow the Government to continue operations, to construct other lines, we have this line constructed for us at enormous expense—£10,000 to begin with, afterwards £40,000, finally culminating in the figure of £70,000. Seventy thousand pounds for 15 miles of line! The most expensive bit of railway work that we have had in all the history of Western Australia.

Hon. P. Collier: Of late years.

Hon. T. WALKER: I should think, for all past time. Of course in the olden days there were lines which cost something, I admit; but they did not cost such amount

over a length of 15 miles. There is not a penny for the continuance of other works, but for this company, this charmed company, with the Attorney General as its solicitor, prostituting the functions of his office as the holder of a portfolio to serve private ends, there is this large amount of money. This company can hoodwink and keep silent every member of the Government. During all this time we have been led to believe that the Government were constructing no railway lines, that the order of construction in that resolution of the House was being observed. We have been led to believe that. The country has been led to believe it. But underhandedly, secretly, hiddenly, this enterprise of the Government has been used to benefit a private company. I do not know what greater wrong has ever been done in the history of the State. I know there are some who will say that the Labour Government made some purchases and took some steps of this kind. But those actions were always in the interests of the public. We bought for the public. The public became the holders. We never used our powers, whether they were great or small, in the interests of private enterprise or of company ownership. We used our powers for the public; that is to say, the public became the proprietors. It was in the interests of the public that those purchases were made. In this case, the purchase is for a private company, with its head office in Sydney. For a private company, Parliament has been defied; its resolutions have been ignored, and all the functions of government and the services of the State are rendered in its interests.

Mr. Chesson: And they get the line for nothing, too.

Hon. T. WALKER: With not a word of it to Parliament! Can hon. members tell me that this is in accordance with parliamentary government? Should not Parliament have been taken into the confidence of the Government as to what had been done? Has any step been taken to bring the offenders to justice?

Hon. P. Collier: Especially when they whine so much about secret contracts.

Hon. T. WALKER: Exactly. Has any step been taken to bring the offenders to book? The very defence which the Minister for Works will make—I know what line of defence he intends to take—and also the defence made by the Premier, is that one offender has hoodwinked them, deceived them, betrayed them, and falsified to them and led them into a mess such as they could never dream an honourable man would contemplate. And no step taken to bring that offender to book!

Hon. P. Collier: Nothing done to let the public know!

Hon. T. WALKER: Nothing whatever. If we encourage offences of this kind by such injudicious methods, responsible government is at an end. We have mob rule, greed in office, dealt in office, humbug in high places, all instead of honour and jus-

tice. That is the position these men would have led us into. I say this motion should be carried. This corrupting spirit is abroad and I venture to assert that when the vote is taken, there will be a majority whose decision will amount to a confirmation of what has been done. They will wipe it off the slate.

Mr. Teesdale: For certain.

Hon. T. WALKER: This corrupting spirit is abroad.

The Minister for Works: Do you mean that we corrupted these men?

Hon. T. WALKER: I mean that the spirit of corruption we here have seen—

Mr. Teesdale: Don't point at me!

Hon. T. WALKER: And that spirit is corrupting. I will perhaps not go so far as to call it corruption, but I will regard it as callousness and indifference, and lack of public-spiritedness. The Government give a quid pro quo to one section of the members and that is how government is carried on.

The Minister for Works: And that would be corruption?

Hon. T. WALKER: But it is done.

Mr. Munsie: If they will vote to support actions of the past Government, they vote for corruption.

The Minister for Works: I say it is not done.

Mr. Munsie: Nothing of the sort, absolutely!

Hon. T. WALKER: That is the policy adopted and it is played upon. I admit, of course, that it is dead against all the education and training of the Minister for Works but the fact remains that it is done, and the very fact that this could take place without his cognizance, shows what it amounts to.

The Minister for Works: That is a different matter.

Mr. Willecock: Leave out the Minister for Works and you can say anything you like about the rest!

Hon. T. WALKER: I need not press home the matter further, after the position has been set out so clearly by the Leader of the Opposition. There may be matters that will arise during the course of the debate which will require a reply, but it would not have required speeches in the good old days to make those who have any sense of responsibility for the affairs of State disclose their attitude regarding such a motion and for those concerned receive the censure of this Chamber for their misdeeds, for the betrayal of their trust, for the neglect to acquaint the House of this position, and for neglecting to take hon. members into their confidence.

THE MINISTER FOR WORKS (Hon. W. J. George—Murray-Wellington) [9.50]: Once or twice in the course of my life, I have had the good fortune, or misfortune, to be a residuary legatee. There is always a

lot of trouble in settling up the estate of deceased persons, especially when they leave more debts than assets. To-day I find myself practically the sole representative in this House of the Ministry headed by the late Premier (Sir Henry Lefroy). There has been a good deal said during this discussion and I will try to deal with the matters raised quite calmly. I hope the House will give me credit for not being afraid to face any of the circumstances with which I have been connected, and that they will take my word for what I have to say. Before I proceed, I would like to mention that the Leader of the Opposition did me the honour to quote from a speech I made in October, 1916. He said "Hansard" recorded the late member for Bunbury (Mr. Thomas) interjecting that we should find the money and build the line and that I replied that the Government had not the money to build the line, but that if the Government had brought in a Bill for the construction of that line, the House would not pass the measure. I have a copy of "Hansard" with me and I have been unable to find the words attributed to me. I am not accusing the Leader of the Opposition of misrepresentation, but I simply say that so far I cannot find any such reference, nor has the Opposition been able to find that reference either. I will read the words which I used on that occasion. "Hansard" for the 5th October, 1916, has the following:—

Mr. Thomas: Power is taken to rephase the line.

The Minister for Works: Yes, at any time, at cost price less depreciation. Since I have been in the State I have seen various lines purchased by the Government upon conditions that did not commend themselves to my view, and, therefore, I was determined that if I should have anything to do with supporting the building of a railway which the State might ultimately take over, there should be no mistake as to what the State would have to do. Consequently I laid it down, and it is embodied in the agreement, that the line shall be built to Government standard, under Government supervision, that an accurate account is to be taken of the cost, and that at any time, the Government may take over the line at cost price less depreciation.

Then, a little later on, I find the following:

Mr. Thomas: Find the money and build the railway.

The Minister for Works: There would be no difficulty about it if we had that million and a half which we are supposed to have in our pockets.

Hon. members will remember that we once had a Minister of State who, when reference was made to the deficit, said that it did not matter very much, as it was in the pockets of the people.

Mr. Johnston: And we have five millions now.

Hon. P. Collier: We are rich now, all right.

The MINISTER FOR WORKS: The extract I was quoting continues—

I have no more to say. The question is before the House. The people want the line and have asked the Government to provide it. The Government have not the money to build the railway line. Indeed, if the Government brought in a Bill for the construction of the line to-morrow, the House would not pass it.

I see after all, I did say what the Leader of the Opposition attributed to me.

Hon. P. Collier: Those are the words I quoted.

Mr. O'Loughlen: We accept the Minister's apology.

The MINISTER FOR WORKS: I further stated at that time—

Hon. Members would make a party question of it and quibble over it till Christmas.

Mr. O'Loughlen: No.

The Minister for Works: Well, the project is before the House, and hon. members can voice their objections. I have pointed out what appeals to me as a practical man regarding this agreement, and if the House does not like to accept it, the responsibility rests with hon. members.

In dealing with such a matter as that under discussion, when questions of personal honour and honesty are brought to bear upon a subject, one would ordinarily require time to digest the speeches of the Opposition members to-night, so that one's views could be put consecutively before the House. As I cannot do that, I will merely give the House the position as it appeals to me, and I am prepared to give members all I know. When the question of the Lake Clifton line first came before this Chamber, it was introduced by means of a motion tabled by myself. I had been approached by a Mr. C. Newnham, who introduced a man named "Ora Banda" Johnson. I did not know the latter, but I was told he was an engineer with considerable experience and a man who had £250,000 at his back. He did not look as if that were so when he came to me, but one can never judge on appearances. I was told they were prepared to build the line, to get the lime and, generally, to do good service to the State. I promised them I would bring the matter before the House. My reason for doing that was that Lake Clifton was within my constituency, and it was only right that I should give respectful consideration to anything that would help my constituency. When I brought the matter under the notice of the House, as hon. members can see from "Hansard," I made a very clear statement about the matter. I told the Government of the day that I knew nothing about the facts as put to me, that I knew nothing about "Ora Banda" Johnson or his £250,000, but that I did know the lime was there, and that if it could be obtained and an industry established, it would be worth looking into. So far from vouching for the statements made

to me, I suggested the Government should make inquiries into the whole matter.

Mr. O'Loughlen: You will admit he was a good engineer.

Mr. Johnston: He was a man of magnetic influence.

The MINISTER FOR WORKS: Perhaps he was a good underground engineer. However, at the instance of Mr. W. D. Johnson, who was then Minister for Works, I withdrew my motion because he undertook to bring the matter forward later on. Mr. Johnson did so, and later still, I think first the Wilson Government and then the Lefroy Government brought forward a Bill which was debated and finally passed.

Mr. O'Loughlen: There is no quarrel about that.

The MINISTER FOR WORKS: And there will be no quarrel regarding me when I am finished. I want the House to understand distinctly that from the very start of the negotiations that have been referred to, there was never anything in my mind, nor do I believe there was anything in the mind of the Minister for Education (Hon. H. P. Colebatch) other than that the rights of the people would be preserved by the matter being brought before Parliament. There was never any doubt upon that aspect. There is no doubt in my mind, nor do I think there is any doubt in the mind of Mr. Colebatch, but that the minute covering the decision of Cabinet, as written by the then Attorney General and signed by the late Premier, preserved the rights of the people in that the approval of Parliament was required before the line could be taken over and purchased. The lime concession was hawked about from pillar to post by this owner of the £250,000.

Mr. Angelo: You are bringing him well into the limelight.

Mr. Teesdale: I only wish more of them would bring in such money.

The MINISTER FOR WORKS: This is my story, and I am going to tell it in my own way. "Ora Banda" Johnson evidently tried all he could to part with his concession. He must have had considerable difficulty, even with all his engineering skill and his £250,000. That did not prevent him coming to see me on the 5th April, 1918, when he drew my attention to the Lake Clifton line and wanted information as to whether or not we should provide the rails, declaring that why he could not carry out the job was because the Government ought to have supplied the rails, but that Mr. Ewing had put a clause into the Bill on his own account and had wrongly drafted it. My memorandum of notes states I told him the proposition was not a business-like one, and that I did not believe it would pass the House. I said it must be submitted to Parliament, and that he must see the Premier at 3.30 p.m. that day. I added to my note that I had seen the Premier and that he knew my views. That was my memo., and I have never departed from it. I have all along contended that whatever we did, it had to be brought before Parliament.

Hon. W. C. Angwin: Was that dealing with the taking over of the line, or with the route?

The MINISTER FOR WORKS: There was nothing about the route at all. On the 30th May, 1918, I wrote a minute to the Premier in Cabinet. On the following day there was a meeting of Cabinet, when this minute was read by me—

Mr. Johnson, the leaseholder of the Lake Clifton lime deposit, called upon me this morning accompanied by Mr. Oakden, the general manager of the Portland Cement Company, Ltd., of New South Wales.

Before I go further, let me explain what happened. When Mr. Oakden came in and was introduced by Mr. Johnson, I was feeling very sore on behalf, not only of the country at large, but of my own particular district, sore that this concession for the line should have been hawked about and nothing done with it. I was not very friendly disposed towards Mr. Johnson. I had it in mind that I would not allow anybody to come from any other part of the world to Western Australia and be sold a pup. So I explained to Mr. Oakden what I knew about Mr. Johnson, and what it was I was disappointed about. The result was that when, afterwards, the question of route was dealt with, Mr. Johnson did me the honour to circulate through my district what he termed the fact that I had blocked the line going to Pinjarra. It will be understood that I am not likely to feel friendly towards the company when I tell the House that on that account, for the first time in my connection with my electorate, I was in a minority at Pinjarra at the last election, when 150 votes were cast against me. I want the House to understand that I was not in any way either receiving benefits, or bestowing them.

Hon. W. C. Angwin: You said you opposed the change, both as member and as Minister.

The MINISTER FOR WORKS: Of course, I did. I said further than that; I said that rather than see the line taken to Pinjarra, I would resign my Ministerial position so that I could the better fight the thing in the House than was possible with my hands tied. I had pledged my word to my constituents that the route of the line would not be altered.

Mr. Troy: Then why did not you carry out the condition of the Commissioner of Railways that the line should be built of 60-lb. rails?

The MINISTER FOR WORKS: One paragraph of my minute to the Premier I should like to read, as follows:—

I do not consider anything can be done without putting the whole matter before Parliament in the most open way, but in regard to the proposed alteration of the point at which the railway will leave the South-Western line, there is bound to be great controversy amongst the local people, and I advise that no alteration be made.

From that I have never deviated.

Hon. P. Collier: You were then particularly referring to the alteration of the route.

The MINISTER FOR WORKS: Oh, no!

Hon. P. Collier: Oh, yes!

The MINISTER FOR WORKS: Had I known that this thing was likely to occur, I would have taken more care with my wording. However, my intention is quite clear. I did not consider anything should be done without putting the whole matter before Parliament in the most open way.

Hon. P. Collier: The intention was good, but the execution was bad.

The MINISTER FOR WORKS: The Leader of the Opposition put his case quite fairly. He gave me a little criticism, but it was more in sorrow than in anger. The Leader of the Opposition and the member for Kanowna wanted to know whether on the 16th January, 1919, the members of the Cabinet were of opinion that the minute signed by the Premier meant that the whole matter was subject to reference to Parliament. I tell the House that Mr. Colebatch, Mr. Gardiner and I were all of opinion that the minute meant, by its reference to the letter of the Under Secretary of Lands of the 31st May, that the whole matter was subject to Parliament. On the 16th January that was settled. On the 17th January Sir Henry Lefroy and Mr. Gardiner and I left for the Eastern States. Sir Henry Lefroy and I returned to Western Australia on the 9th or 10th of March, having been marooned in Melbourne owing to the influenza. A few days before that Cabinet meeting of the 16th January, the agreement was drafted and sent by the Solicitor General to the Attorney General, and by him to the Premier. The Premier agreed to it, and asked that it should be re-drafted. I do not quite remember how it came into my hands, but I got it and took it home that night. Hon. members will find on the file various alterations in the agreement, written by me in pencil and afterwards in ink. There was at the foot of the agreement a clause written by Mr. Robinson, in which he said the agreement was to be referred to Parliament. At the end of that clause it appears, not only to me but to others who have seen it, that words have been subsequently added. That is how it appears to us. Whether it is a fact or not, I do not know. But there is no question in my mind that the clause had with it what was insisted upon by me and other members of the Cabinet, namely, that the whole thing had to be referred to Parliament. What happened? The agreement was taken home by me on the night of the 9th, but on the next day, the 10th, the Solicitor General sent to me a letter in which he said that if the draft agreement had been approved by Cabinet he would like it back as quickly as possible, because Mr. Oakden was anxious to get a copy, as he was going to the other States. The draft agreement was sent down to Mr. Sayer, and he got it. There is no doubt in

my mind that, in respect of Mr. Oakden and the Solicitor General and the Attorney General, the fat was then in the fire; because Mr. Sayer has since told me that Mr. Oakden, having with him Mr. Cox, of the firm of solicitors, was not prepared to accept an agreement like that if it had to be placed before Parliament.

Hon. P. Collier: That is so.

The MINISTER FOR WORKS: I do not know what other members of the Cabinet had in their minds, but that aspect of the affair was not brought to my notice either in Cabinet or elsewhere. At that meeting on the 16th, when that minute was penned, what was in my mind was the agreement which I had read through and to which I had added memos, and which had the Clause 12, stating that the matter would be referred to Parliament.

Hon. W. C. Angwin: Here it is, with your writing on it.

The MINISTER FOR WORKS: I know. That is my copy. It is a long while ago to remember, and it is not a nice thing to have the idea that anyone with whom one has been in close contact has not been as careful of the interests of his colleagues as, apparently, he has been of his own.

Mr. Troy: Is "careful" the word?

Hon. P. Collier: You are putting it very mildly.

The MINISTER FOR WORKS: I am very much moved over this question. I do not want any consideration from anybody. If I deserve censure, let me have it. I know I have done nothing in this matter but try to give to the State which has been good to me the benefit of such experience as I have. No one can deny that I have given hard work to it. No one can deny that I have tried to be honest to it. I tell the House I have not had even a glass of cold water from those people, and I have never met them except in my office. But let that pass. I have told the House and I repeat it, that what was in my mind, and I believe in all our minds on the 16th January, was that the minute passed by Cabinet covered us in that the matter had to be referred to Parliament. I say straight out it would have been a shame if any attempt had been made to block it from going to Parliament, and if I feel like that now, members will agree that I felt like it at that time. We did not return until about the 9th March. I have a few friends in the world—very few I am sorry to say, because I am not a man who makes many friends. I have one dear old friend in Melbourne, an engineer named Rennie, who was at one time in this State. I first came into contact with him in 1885 when building the Fingal railway in Tasmania. We worked for the same employer, Neil McNeil & Co., for many years. It was the intention of the cement company, and in fact they were negotiating to get him to come to Western Australia to build this railway, and while Mrs. George and I were in Melbourne, we

saw Mr. Rennie and rejoiced once more in the prospect of meeting again in Western Australia. I told him that when I got back I would wire him as to what was going to be done. When I arrived back I made inquiry as to what was going to be done. I wanted to ascertain whether my friend would be coming over or not. However, I found that arrangements had been made while I was away—I do not say there was anything wrong about it—to build the line under the following conditions:—The Public Works Department were to lend to the company Mr. Anketell, one of the best railway engineers we have in the State, and in order that his service should not be broken by the loan and that it might not interfere with his rights when he retired, the necessary arrangements were made by the Public Service Commissioner so that, while he was actually the servant of the company, he was nominally the servant of the State. His salary and other expenses were to be paid by the company.

Mr. Troy: Who made the arrangement in your absence?

The MINISTER FOR WORKS: I do not know.

Mr. Troy: Who was acting Minister for Works at the time?

The MINISTER FOR WORKS: I do not know.

Mr. Troy: You do not know!

The MINISTER FOR WORKS: I daresay I can find out, but I do not know now. I considered that there was a lack of definite understanding with regard to the construction of the line. Therefore, on the 9th March, I addressed a letter to the Under Secretary for Works in which I laid down the only rules which, to my mind, would preserve to the State its rights and take away none of the rights of the company.

Hon. W. C. Angwin: It is rather dangerous for the Minister for Works to go to Melbourne. I know it.

The MINISTER FOR WORKS: I daresay the hon. member's experience was something like my own; I now am very sorry that I went. Well, I laid down the rules. We undertook to purchase the necessary materials for the company, receiving 5 per cent. for our work. The accounts were to be kept in our office, a separate set of books as simple as possible. The object of this clearly was that, when the time came, if ever it did come, that we had to take over the line, there would be no question of the gun being loaded as a result of the expenditure being increased, as I knew it had been increased in similar cases before. That is how I took precautions to preserve the interests of the State. We exercised no supervision over Mr. Anketell; he was his own boss at Lake Clifton, but he so pleased the directors of the company that they asked my permission to give him a bonus of £400.

Hon. P. Collier: Four hundred pounds!

The MINISTER FOR WORKS: Yes. I said, "You can give him what you like; you

can give him £4,000 if you like; I do not mind, but you will not charge that against the contract, because I cannot allow you to do so. If I did I would have a complaint from the service."

Mr. Underwood: You knew there was a contract and you knew it had been passed by Parliament.

The MINISTER FOR WORKS: I am trying to give the facts as plainly as I can. I do not care a twopenny hang for the hon. member's condemnation. The hon. member should know that, if he wishes anyone to attach any weight whatever to his judgment, he should first hear what has to be said instead of forming conclusions from immature facts. Surely to God the hon. member can see I am speaking in earnest. If not, it is a pity. The meeting of Cabinet was held on the 16th January, and on the 17th January the then Attorney General minuted to the Solicitor General—

I did not like the terms of the suggested agreement and advised Cabinet as above, which has been approved.

I do not know what he advised Cabinet with regard to that. I know that Cabinet and the members I have mentioned understood distinctly that the matter would be referred to Parliament. Members can believe me or not as they please; it rests with them, but I say the Attorney General was the member of Cabinet by whom we as lay members had a right to expect to be protected at law. We were not legal men and we had a right to expect that he would see we were not put into the hole we are in at the present time. There has been some talk about the rails. Sixty-pound rails were absolutely unprocureable at that time for any work. We had been trying to get some 60lb. rails for some of our own works and had been unsuccessful. But we were not interested in getting these rails for the company. The company were interested, of course, and in their letter of the 18th October, 1918 (folio 17), Mr. Oakden stated:—

I secured an option from the West Australian Timber Company over 14 miles of 42 and 45lb. steel rails.

These rails which he purchased were inspected by the working railways at their loading station on the goldfields, and were again subject to inspection at Waroona. That was carefully attended to. I find that on the 30th October, 1918, which was three months before the agreement was signed, the then Minister for Industries, Mr. Robinson, wrote the Minister for Railways as follows:

If 45lb. rails are permitted and the Pinjarra route, the company will take the risk of applying to Parliament for the alternative to the concession, and they undertake that the work shall be started at once.

The company were prepared to take the risk of Parliament if they could get the route from Pinjarra instead of from Waroona. What was the objection to the line going

from Pinjarra instead of from Waroona? It was because the farmers in the South-West, through their representatives here, had determined that they were not going to pay freight over an additional 15 miles of railway if they could help it. When the Bill before Parliament became an Act, Waroona was fixed as the starting point and this could not be varied unless the matter again came before Parliament. If this had been made a serious matter, I would have resigned my Ministerial position in order to fight for my district. As I told the House before, this cost me 150 votes at the last election. On the 15th November a telegram was sent by Mr. Robinson to Mr. Oakden informing him that the Government were prepared to receive the 45lb. rails. I have stated that the company would take the risk of Parliament, and I hold that the telegrams which passed between the Attorney General, the Minister for Railways (Mr. Hudson), Mr. Oakden, and so forth confirm the view that if the company could have got the railway to go from Pinjarra, they would have taken the risk. Why were they not prepared to take the risk from Waroona? I contend they were and the view that the matter had to go before Parliament is upheld by that. Reference has been made to some idea that the Minister for Works and Minister for Railways were bossed by the Minister for Industries. It is easy, of course, to take that view, but let me explain the position as it really was. The Minister for Industries was constituted the department for the purpose of developing, with the aid of the Council of Industries, anything which might be of service to this State and, therefore, it was quite legitimate for the Minister to negotiate fully with different people so that he could get their ideas, focus them and bring them before Cabinet. I did not object. Why should I? I had plenty of work to do.

Hon. W. C. Angwin: I think you must have been ill at the time. There was something wrong.

The MINISTER FOR WORKS: I do not know.

Hon. W. C. Angwin: I would not allow him or anyone else to do that.

The MINISTER FOR WORKS: Anyhow, Mr. Robinson did not boss me. The only man who bosses me while I remain in a Ministry is the Premier, and if there is any attempt to boss me unduly, I shall be out of the Cabinet at once.

Hon. W. C. Angwin: The Minister for Industries must have been doing the Premier's work, because he put up the minutes to be signed.

The MINISTER FOR WORKS: On folio 50 of the file, members will find a minute like this:—

Minister for Industries: In going through your file I do not see that the understanding of extra sleepers per length of rail has been made clear, but assume that you are having an agreement drawn up, and in

it this point will be fully covered . . . . I am not sure whether you are taking the full responsibility of carrying out matters to a head for an agreement, but if not perhaps this letter should go to the Premier, because I want to know, as Minister for Works, what I am expected to do so that I can express my opinion on it, it necessary.

Later on, on the 18th December, 1918, I wrote to the Minister for Industries as follows:—

I did this because my knowledge of what has passed between the company and the Ministers they may have seen is very slight, but I am quite sure we should not take one step in connection with the survey, etc., and the railway until a full agreement has been signed protecting the rights of the State.

How could we protect the rights of the State unless we referred the matter to Parliament? I had a right to expect that my colleague should fully protect the rights of the State. The letter continues—

When I hear from you that all is in order we will be prepared to do our part.

I enclosed a copy of my letter of the 5th December which he stated he had not received, but which I find is on his file. On the 24th December there is a letter from me to the Minister of Industries in which I reviewed the position and stated that the financial position should be referred to Mr. Gardiner as Treasurer. I had nothing to do with financing the affair. My business, if they found me the money, was to do the work. I said as to the construction of the line, that the Minister for Works alone had been looking after this, and "no one else has done so or will do so as long as I am Minister." I have told members about the draft agreement.

Mr. Underwood: You knew it had not been authorised by Parliament.

The MINISTER FOR WORKS: If the hon. member has any decency he will keep quiet.

Mr. SPEAKER: Order! If the Minister will address himself to the Chair he will get on better.

The MINISTER FOR WORKS: I am sorry I was led astray by the rude interjections of the hon. member. On the 7th January the Attorney General wrote to the Premier "I have added a new paragraph, 12, referring to the approval of Parliament, otherwise it is in order." That is the agreement I had in view that Cabinet had to deal with on the 16th of January.

Mr. Davies: What is in the paragraph?

The MINISTER FOR WORKS: It has reference to the approval of Parliament.

Hon. P. Collier: "This agreement is made subject to the approval by Parliament of the appropriation of funds."

The MINISTER FOR WORKS: The hon. gentleman may see the correspondence I have read to ascertain what I did about these

works. The Solicitor General sent a letter to the Attorney General. I would welcome a Royal Commission.

Mr. Underwood: Why a Royal Commission? This House will do.

The MINISTER FOR WORKS: I think another House will do the hon. gentleman directly if he does not contain himself.

Hon. P. Collier: Fremantle!

The MINISTER FOR WORKS: I would welcome a Royal Commission. I want to know what position an officer of the State holds if he can go to his Minister, and gives to that Minister, who cannot be supposed to be a better legal authority than himself, advice which is in the interests of the State, and which he is told to ignore. If we had a Royal Commission I would want to know from Mr. Sayer what he was told by the Attorney General. If I understand aright he was told to mind his own business. He was told it was not his position to offer suggestions, but that he was there to carry out orders. If that is the position of our Solicitor General no Minister of this Government or any other Government will be safe in regard to any legal position. I hope I am not reflecting upon the profession, but, I do say, it is impossible for this House or the country, to expect for a moment that any member except he be trained as a lawyer, can hope to deal with the subtleties of a profession which can find half a dozen meanings to something for which the ordinary individual can only find one.

Hon. W. C. Angwin: Who told him to mind his own business?

The MINISTER FOR WORKS: That is what I would like a Royal Commission to find out. I believe it will be found that he was told to mind his own business, and that he was not there to make suggestions but to carry out instructions. If that can be done it is time the Solicitor General was put in the same position as the Auditor General, so that he might not in any way be over-swayed or overpowered by his Ministers, and thus be unable to carry out his duties. He must be safeguarded if necessary against the Ministers who may not have a full appreciation of his duty to the State.

Mr. Willecock: Who may not?

The MINISTER FOR WORKS: I have referred to the question of the words which were added to Clause 12 of the draft agreement. In the letter written by Mr. Sayer, after I returned the draft agreement on January 10th, 1919, it would appear that the words were added to the paragraph I referred to. If so the addition of these words should have been made known to Cabinet. However, it does not appear that this was done when it was before Cabinet on the 16th January. A lawyer may say that these matters have nothing to do with the question, because an agreement made subsequently covers the whole thing. This House could not get a full grasp of the situation unless members were made fully aware of what led up to the Cabinet

meeting. I am going to state the facts as they appear to me. I am sorry if I am doing any man a wrong. On the file which has been referred to by the Leader of the Opposition, I have made an interesting discovery. On the day that we left for Melbourne, a letter, which we could not see until our return, came from the company. I have never seen a matter like this in my life. There are copies of two original letters signed on the same day by the same person, and containing exactly the same words except in one small particular. One letter which appears on the Public Works file No. 267/19, and written by Mr. Oakden to Mr. Robinson, someone has crossed out the words "amended," and "now." On the industries file, No. 94, there is a facsimile of this letter but these two words were not included. That upholds my view and statement with regard to the agreement concerning which I advised on the 9th of January, 1919. I did not see this letter until my return, and I did not see the peculiar duplicate copy, which is not marked duplicate, until Saturday last.

Mr. Willcock: What are you suggesting about the two letters?

The MINISTER FOR WORKS: I am simply stating that someone has knocked out these two words.

Mr. Troy: Who are they from?

The MINISTER FOR WORKS: From Mr. Oakden, of the Cement Company.

Mr. Troy: He wrote both of them?

The MINISTER FOR WORKS: Yes, and they are both signed by him. Both are identical except for the difference of these two words, which in my opinion are material. Members can draw their own conclusions from what I have said about the letter.

Mr. Willcock: We want you to give us your inference.

The MINISTER FOR WORKS: I cannot say.

Mr. Willcock: What is the good of reading a thing like that without explaining what it means?

The MINISTER FOR WORKS: To my mind, whoever struck out those two words considered that they would not support the case which had been built up, as has been explained here to-day.

Mr. Willcock: Some deliberate roguery by somebody!

The MINISTER FOR WORKS: I do not wish to nose as more far-seeing than other people, but if I had had a letter like that come before me, with two important words struck out, I should at once have impounded all the papers and not allowed anything to be done until I had seen the meaning of the whole affair.

Mr. Willcock: Well, somebody struck out those words!

The MINISTER FOR WORKS: I do not know who did.

Mr. SPEAKER: Order!

Mr. Willcock: I think we are entitled to know what is the Minister's inference. There is no use the Minister putting up a

case like that if he does not understand it himself.

The MINISTER FOR WORKS: As I have already said, I would like a Royal Commission to go into this matter, and then we could clear up all these doubts and differences.

Mr. Willcock: Why mention something that does not give us any help?

The MINISTER FOR WORKS: I feel quite as indignant as anybody can feel, perhaps more indignant than the Leader of the Opposition feels, that minutes which were written by me in the ordinary execution of my duty as Minister to the Engineer-in-Chief and the Under Secretary should by any means whatever have got to the people whose interests were commercially opposed, in a sense, to those of the Government at the time. I have never heard of such a thing before. To find that those minutes were intended to be embodied in the agreement is a matter which I think any member will conclude, without needing to consider very much, is highly improper.

Mr. McCallum: Is that all you have to say, "highly improper"?

Mr. Troy: Yours is a tame Cabinet.

The MINISTER FOR WORKS: I could say more than "improper," but the rules of the House will not allow me. I think it was playing under the lap. I think it was contemptible.

Hon. P. Collier: Get a bit bolder!

Mr. McCallum: You are surely restraining yourself. What is holding you back?

The MINISTER FOR WORKS: The Leader of the Opposition made some joking reference to that estimate of mine of £50,000 for the construction of the railway. However, the position is simply this, that the matter had to be considered, and that there were 15 miles of line to be constructed, and that, without going over the route, one might conclude that £3,000 or £3,500 per mile was a fair thing. If it had been a question of asking the House for money, no estimate would have been put up without the route first being gone over. However, I wished to place before the Premier and Cabinet what to my mind would be for practical consideration if things did not turn out too good. For such a purpose I was content to take that figure. The Engineer-in-Chief and I had discussed this, among other matters, in my office. The estimate of the Engineer-in-Chief now is that £55,000 only is due to the company, as against the £66,000 claimed by them. Wages have gone up, and the cost of all material has gone up very strongly indeed.

Mr. Underwood: Freights are not the same.

Hon. P. Collier: Yes, these freights will be the same for 40 years.

The MINISTER FOR WORKS: As to the freight agreement, I had nothing whatever to do with that. Why should I have anything to do with it? We had a Minister for Railways, and his business was not mine.



Mr. McCallum: He protested. He wired from Kalgoorlie protesting.

Mr. Underwood: Yes; the Minister for Railways protested.

The MINISTER FOR WORKS: I say, we had a Minister for Railways.

Hon. P. Collier: Yes, and he protested, and wired his protest.

Mr. SPEAKER: Order!

Mr. Underwood: He protested as Minister for Railways.

The MINISTER FOR WORKS: I take note of the statement of the member for Pilbara (Mr. Underwood) that the Minister for Railways protested. There is no necessity for that to be stated again. I take the hon. member's word for it.

Hon. P. Collier: I read the wire.

Mr. SPEAKER: If the Minister will address the Chair, and not take so much notice of the other side, he will get on better.

The MINISTER FOR WORKS: The Minister for Railways and the Commissioner of Railways dealt with the question of railway freights. I had nothing to do with those freights. I am quite content to do what business I have of my own. Hon. members who have been Ministers are aware that a Minister has plenty of work to do in his own office, and that the only occasions when he gets to know something of the work of other Ministers is when a matter is referred to him by another Minister, or some matter within another Minister's scope is brought up in Cabinet.

Mr. McCallum: Robinson says this matter was brought up in Cabinet.

The MINISTER FOR WORKS: If so, I have no recollection of it. It may have been. The point can be easily determined by referring to the records of Cabinet meetings. Personally, I have no recollection of it. If I had, I would say so at once.

Hon. P. Collier: Robinson says Cabinet decided this.

The MINISTER FOR WORKS: The Leader of the Opposition gave us a list of five railways which had been authorised for a number of years, and the hon. gentleman asserted that the Government had been flouting Parliament by building this Lake Clifton railway, or conniving at its being built in an underhand fashion, instead of proceeding to construct those other five railways. What appealed to me in connection with the Lake Clifton line was that these people were prepared to find the money to build it. I knew that if they established works in that district it would mean a good deal of employment for our people. I knew also that the establishment of cement works at Burswood would create a good deal of work. I am told, though I do not know it of my own knowledge, that there are 400 men employed at the cement works at Burswood and at Lake Clifton.

Mr. McCallum: Four hundred? No!

The MINISTER FOR WORKS: Let the hon. member wait a minute. Four hundred men, I was told this morning, are employed

in connection with the making of cement and of those cement boards.

Mr. McCallum: That work is done by a totally different company.

The MINISTER FOR WORKS: But it would not be done unless the cement company were there.

Mr. McCallum: Moss wants a concession over the shell in the Swan river; and if he gets it and men are employed there, I suppose you will be adding them on to this lotter.

The MINISTER FOR WORKS: No. I do not propose to deal with that shell concession at all just now. So far as I am aware, that matter has nothing whatever to do with this question.

Mr. McCallum: Oh, those men will all be counted in, together with the angels in heaven watching over them.

Mr. Willcock: And the devil tempting them.

Mr. SPEAKER: Order!

The MINISTER FOR WORKS: I do not know whether my ministerial career is to terminate to-night or to-morrow. If so, I cannot help it.

Mr. McCallum: This is your swan song.

The MINISTER FOR WORKS: Oh, no! I shall live to get back my own, whatever happens. But I can tell the House that if I do remain a Minister there will be no question of anything being given to this company, or allowed to this company, that will enable them to break their contract as I understand it.

Mr. McCallum: You are on the penitent form now!

The MINISTER FOR WORKS: If the idea of dredging the Swan is to get shell there, and so obviate the necessity for getting lime from Lake Clifton, then, when the necessary Bill is under discussion it will be for hon. members to give reasons—

Mr. McCallum: I have already done it. I have put forward my reasons against any such concession very strongly.

The MINISTER FOR WORKS: I am not aware of the position, and the Premier assures me that that matter has nothing whatever to do with this one.

Mr. SPEAKER: Order! We will discuss that matter when it comes forward.

Hon. P. Collier: Next year.

Mr. Clydesdale: And pretty thoroughly, too.

The MINISTER FOR WORKS: Regarding the 40 years period referred to in the lease, if members turn to "Hansard," they will find a very clear explanation of that matter except on, perhaps, one aspect regarding the freights and even then, I think the Leader of the Opposition was hardly correct. I think someone was at fault when the agreement was made regarding the freights.

Hon. P. Collier: That is the only point I took.

The MINISTER FOR WORKS: All I can say is that whoever made the agreement from that standpoint, did not have much business sense.

Hon. P. Collier: But this was your business.

The MINISTER FOR WORKS: At any rate, I know nothing about it. I will go into the matter and find out if I was there when this matter was decided, but in the meantime, all I can say is that I do not know anything about this matter going through. I do not complain of the Opposition turning up Ministers' speeches made some years ago. That is all fair game, and I only regret that we unfortunately gave them such good ammunition.

Hon. P. Collier: I only gave you a few lines. I was merciful.

The MINISTER FOR WORKS: I do not know that I need dwell further on this matter. I have been hurt very much during this debate this evening. I do not like talking sentimental piffle. I am essentially a man to whom loyalty is the main question, and I have been hurt indeed at hearing reflections cast upon my Premier. I do not always agree with him nor does he always agree with me, but I say, believing and knowing it to be true, that he has acted absolutely honestly and honourably all through this matter. If he is to receive any censure at the hands of this Chamber, let me have some of it too.

Hon. W. C. Angwin: You will get some of it.

Hon. P. Collier: You come in first in the motion. The Premier is only concerned in the secondary censure.

The MINISTER FOR WORKS: The Premier has behaved, so far as I know, in a manly and straightforward way to all members of the Cabinet regarding this matter. I do not believe there is the slightest foundation for the suggestion that he has purposely hidden this matter so as to get it through in the small hours of the morning, when the House was not fully aware of what was going on. Sir James Mitchell has too much sense of honour to stoop to matters such as that, and I am sorry indeed he has had to listen to statements of that description. Be that as it may, the House can judge in this matter. Let members go through the files. Let them not be satisfied with a mere cursory examination, but let them get the four or five files dealing with this matter and connect them up and see where the truth lies. If the House decides that the appointment of a Royal Commission to investigate this matter is justified, I think it will be due to the late Attorney General, Mr. Robinson, that he shall have some say in the matter. He may be able to advance a different point of view from that held by members of the Opposition, and in some respects from that which appeals to me. I have given to the House, with what ability I have, a straightforward plain statement and I ask the House to accept it.

On motion by Mr. Underwood, debate adjourned.

*House adjourned at 10.55 p.m.*

## Legislative Council,

*Wednesday, 21st December, 1921.*

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The PRESIDENT took the Chair at 3 p.m., and read prayers.

### ASSENT TO BILLS.

Message received from the Governor notifying assent to the following Bills:—

- 1, Reciprocal Enforcement of Maintenance Orders.
- 2, Bank Holidays Amendment.
- 3, Gold Buyers.

*House adjourned at 3.3 p.m.*

## Legislative Assembly,

*Wednesday, 21st December, 1921.*

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The SPEAKER took the Chair at 4.30 p.m., and read prayers.

### QUESTION—GOLDFIELDS WATER SUPPLY, MAINS.

Mr. MULLANY (for Mr. MacCallum Smith) asked the Minister for Water Supply: 1, Are the goldfields water mains in a satisfactory state of repair? 2, What is the cost of repair of the 30-inch goldfields main water pipe line? 3, What is the nature of the repairs? 4, Is it the case that the steel mains are becoming so pitted and corroded that their life is now greatly limited? 5, If so, how long is it estimated such mains will last?