The Hon. R. F. Claughton: This was in 1967.

The Hon. A. F. GRIFFITH: The next election is not until 1971. The original intention was to build a hotel on the piece of land in question and we all know what happened to the proposal. Unfortunately, the building of an international hotel on that land could not be proceeded with. Then the land was made available to the Perth City Council in the Reserves Act to which I have already referred. What political consideration could be attached to that heaven only knows! In Mr. Claughton's mind apparently there was.

The Hon. F. J. S. Wise: He might have a heavenly mind.

The Hon. A. F. GRIFFITH: He has a very imaginative mind. The honourable member said that one begins to wonder why the Bill was introduced. Perhaps I should tell him again why it was introduced. The Crown Law Department advised the Government that it did not consider the terms of the vesting order were sufficient to cover the additional requirements of the Perth City Council.

The Hon. R. F. Claughton: I did not question that.

The Hon. A. F. GRIFFITH: To my mind anybody listening to the honourable member would have been quite sure that there were some very suspicious circumstances surrounding the introduction of this very tiny Bill. I do not think this sort of thing is really necessary.

If the honourable member has some doubt as to what the Government intends to do he should ask straightout, and if I do not know I will find out and inform him. I think that is the most direct method of dealing with this situation.

I do not intend to deal with the type of structure that will be placed on the land. This matter is not contained in the Bill. The Bill contains two clauses—the title, and clause 2, which is the important clause and which will simply add to the purposes for which this land may be used in such manner as the Governor may approve under the provisions of the Land Act, 1933. That is all there is to it.

The Hon. R. F. Claughton: It depends on what they intend to put there.

The Hon. A. F. GRIFFITH: Why should the honourable member be suspicious about the matter? When the Bill is dealt with in Committee he should get up and tell me what he is suspicious about. I do not think it becomes any honourable member to be suspicious in a debate on a little Bill like this, or on any Bill for that matter.

As I said during the second reading, what will be placed on the land, what the plans will be, and so on, will be later determined by the Perth City Council in consultation, no doubt, with the architects. I am sure that already considerable consultation has taken place, and the Perth City Council has given some indication of costs, of uses, of the car park and the number of cars, and that sort of thing. That is all there is to it.

The Hon. R. F. Claughton: You said 700 cars and the architect has said 560.

The Hon. A. F. GRIFFITH: I cannot see what on earth that has to do with it. I think the best thing for me to do is to sit down and hope the House will pass the second reading of the Bill.

Question put and passed.

Bill read a second time.

In Committee, etc.

Bill passed through Committee without debate, reported without amendment, and the report adopted.

House adjourned at 9.5 p.m.

Legislative Assembly

Tuesday, the 15th April, 1969

The SPEAKER (Mr. Guthrie) took the Chair at 4.30 p.m., and read prayers.

QUESTIONS (14): ON NOTICE

ROCKINGHAM BEACH SCHOOL

Additions

1. Mr. RUSHTON asked the Minister for Education:

   What building additions are programmed or estimated to be completed prior to the start of the 1970 school year for the Rockingham Beach School?

   Mr. LEWIS replied:

   No additions are planned for Rockingham Beach School for 1969-70. Present accommodation should be sufficient.

LOCAL GOVERNMENT

Shire Borrowings and Rate Reductions

2. Mr. DUNN asked the Minister representing the Minister for Local Government:

   (1) To what extent can a shire borrow in order to conduct its affairs?

   (2) Is the amount a shire may borrow limited by the requirement of the Treasury; if so, what are these limitations?

   (3) Are there any shires which have currently borrowed to the limits laid down; and which shires in particular are involved?

(4) Can he give any indication as to the borrowing by local shires in this State as compared with those in other States of the Commonwealth?

(5) In the last six years, which shires, if any, dropped their rate as the result of a revaluation, and by what percentage?

Mr. NALDER replied:

(1) Under the Local Government Act, to the extent prescribed in part XXVI. The provisions of this part include *inter alia*—

(i) Limitation as to period of loans—36 years.

(ii) Limitation as to amount generally as prescribed in section 603 (1) (a), *viz.*—

(a) Ten times the balance of the ordinary revenue of the municipality remaining after deducting from it such sums as are required for meeting payments of interest and principal money owing by the municipality on account of previous loans, which balance is averaged over the two years terminating with the yearly balancing of accounts next preceding the publication under section six hundred and ten in the *Gazette* of the proposal to borrow money; or

(b) within the limits imposed by the Australian Loan Council operated through the Treasury.

(2) Generally $300,000. Exceptions are detailed in answer to (3).

(3) Under the Local Government Act as to amount—Nil.

Under Loan Council requirements —Yes, as follows:—

City of Perth; Shire of Perth; Shire of Canning; City of Fremantle; Shire of Esperance.

(4) Figures for 1967-68 obtained from the Treasury, which include municipalities and State authorities limited to $300,000 are—

New South Wales—$79,098,803.
Victoria—$49,852,400.
Queensland—$50,372,604.
South Australia—$7,512,733.
Western Australia—$15,435,125.
Tasmania—$9,665,505.

(5) This question cannot be answered without obtaining the information from each municipality in the State.

MOTOR VEHICLE DRIVERS

License Re-examination

3. Mr. GRAHAM asked the Minister for Traffic:

(1) Has consideration been given to a scheme requiring drivers of motor vehicles to submit to a license re-examination in order to ascertain whether there has been any physical or mental deterioration and whether such drivers are reasonably familiar with traffic rules?

(2) If so, what conclusions, if any, have been reached?

(3) If not, will attention be given to this matter?

Mr. CRAIG replied:

(1) and (2) All drivers over the age of 75 years are required to prove their ability to control a vehicle before licenses are renewed.

Consideration has not been given to re-examination of all other drivers of motor vehicles except that in August, 1966, a committee on psychological examination of motor drivers was established. The committee comprised highly qualified persons who, having regard to administrative and financial aspects, reported there appeared no practical way of detecting the potential high risk driver.

The Traffic Act authorises the Commissioner of Police to refuse a license to a person suffering from some mental disorder or physical disability. The person concerned must furnish a medical certificate from the police doctor proving his ability to drive a motor vehicle.

(3) Owing to administrative difficulties, it is not practical to require all drivers to submit to a periodical re-examination.

HEAVY HAULAGE HIGHWAY

Perth-Fremantle

4. Mr. FLETCHER asked the Minister for Works:

(1) Has the Government given any consideration to resumptions where necessary on either side of the rail tracks between—

(a) Fremantle and Perth; and

(b) Perth and Midland Junction,

for the purpose of establishing a motor vehicle heavy haulage highway on either side of the tracks with "off ways" at various points?

(2) If not, will consideration be given to such a project with a view to segregation of the vehicles mentioned from the main stream of general traffic on Stirling, Canning, and other highways?

Mr. ROSS HUTCHINSON replied:

(1) No.

(2) The general indications are that such a proposal is not feasible. Apart from the cost of acquiring sufficient land to provide for two additional road pavements, there is the problem of providing proper separation at the many level crossings and also the difficulty of obtaining sufficient width under the overbridges. In any case, the major roads provided in the metropolitan region plan are designed to carry the heavy traffic around the city centre both to and from the port.

DRAINAGE

East Manning

5. Mr. MAY asked the Minister for Water Supplies:

(1) Will he advise the anticipated cost of providing adequate drainage for the State Housing Commission land at East Manning?

(2) Will this area be connected with the sewerage main which serves the Coonawarra area?

(3) If so, when will this work commence?

Mr. ROSS HUTCHINSON replied:

(1) Drainage has not been designed in detail, and the cost has not been estimated.

(2) Sewering will be part of the scheme for the former pine plantation area. Detailed design must await firm subdivisional proposals.

(3) No firm date can be given.

POLITICAL EDUCATION IN SCHOOLS

Introduction

6. Mr. HALL asked the Minister for Education:

Would he agree to have the matter of political education on a completely neutral basis introduced as a subject into all secondary schools?

Mr. LEWIS replied:

Political education is already included in the curriculum for high schools as part of the social studies course. The stated aim is—

> Some understanding of the development and functioning of important political institutions at all levels from the local authority to the United Nations Organisations, including an appreciation of the responsibilities of citizenship in a democracy.

The instruction is given on a strictly non party-political basis.

CATS

Licensing

7. Mr. FLETCHER asked the Minister representing the Minister for Local Government:

(1) Is he aware—

(a) that the Fremantle City Council and presumably other local authorities are concerned about the numbers of the stray cat population; and

(b) that vehicle owners see them as a potential traffic hazard in attempting to avoid them on the road?

(2) Will he give consideration to legislation which will—

(a) require owners of cats to license them with local authorities on the same basis as dogs;

(b) insist that male cats are sterilised as a prerequisite to licensing; and

(c) make pedigree and non-pedigree kittens available only from studs or other licensed sources with a view to controlling numbers and preventing cruelty to household pets?

Mr. NALDER replied:

(1) (a) No.
(b) No.

(2) (a) No.
(b) No.
(c) No.

We have no cat Act.

STATE PUBLIC SERVICE

Resignations and Vacancies

8. Mr. BATEMAN asked the Premier:

(1) How many resignations occurred in the State Public Service in 1968?

(2) Were all vacancies filled, excluding classified positions by the 1969 intake of school leavers?

(3) Are there still vacancies to be filled in unclassified positions?

Mr. BRAND replied:

(1) 1,193. These resignations occurred in the following divisions:—

	Males	Females	Total
Professional	108	17	125
General	143	257	400
Clerical	311	357	668
			1,195

(2) All vacancies existing at the 31st December, 1968, were filled, mostly by the 1969 intake of school leavers.

(3) Yes. As at the 31st March, 1969, there were vacancies in the clerical division for 30 males and 1 female. There are always some vacancies unfilled at any particular time.

BUSSELTON HOSPITAL

Extension

9. Mr. H. D. EVANS asked the Minister representing the Minister for Health:

(1) Has his department acquired any land for the purpose of extending the existing hospital at Busselton?

(2) If so, where is such land located; does it have a lot number; and what is its extent?

Mr. ROSS HUTCHINSON replied:

(1) Yes.

(2) (a) Adjacent to the existing hospital site.

(b) Lot No. 58.

(c) Area—2 roods.

(d) Additional adjoining land needs to be obtained.

MUTTON AND LAMB INDUSTRY

Further Examination

10. Mr. H. D. EVANS asked the Minister for Agriculture:

(1) In view of the recommendations made in the report of the committee of inquiry into the mutton and lamb industry in W.A., tabled in this House on the 1st April, 1969, does he intend to have further examination made of the aspects of the industry referred to as necessitating "further studies?"

(2) If so, what further studies are contemplated?

Mr. NALDER replied:

(1) Yes.

(2) A continuing study of abattoir requirements in Western Australia is being carried out. Discussions will take place with the industry on weekly stock-yardings at Midland Junction. Active interest by the Government in encouraging the development of fresh overseas markets has already proved successful. New markets have been established and this policy is being pursued.

IRON ORE AND NICKEL

Royalties

11. Mr. JAMIESON asked the Treasurer:

(1) What has been the total income from royalties from iron ore and nickel concentrates this financial year to the end of March?

(2) What was the total estimate of receipts from this source for the current financial year?

(3) What is the now estimated income from this source for the final three months of this financial year?

Mr. BRAND replied:

(1)	Iron ore	$5,616,000
	Nickel	192,000
	Total	$5,808,000
(2)	Iron ore	$9,336,000
	Nickel	328,000
	Total	$9,664,000
(3)	Iron ore	$3,530,000
	Nickel	40,000
	Total	$3,570,000

LAND

Bassendean-Welshpool Chord Line Project

12. Mr. JAMIESON asked the Minister for Lands:

(1) Has the Government now disposed of all the land originally acquired for the Bassendean-Welshpool chord line project?

(2) If not, what are the details of the land still held and for what purpose is it proposed to be used?

Mr. BOVELL replied:

The land referred to in this question is under the jurisdiction of the Minister for Industrial Development and the following details have been supplied in answer:—

(1) No.

(2) All those parcels of land containing a total area of about 42 acres, being—

Portion of Swan Location T and being part Lots 357, 358, 367-378, 383-385 all inclusive on Plan 3404 and being part of the land comprised in Certificate of Title Volume 1186 Folio 171, containing a total area of approximately 4 acres 3 roods 23 perches.

Portion of Swan Location S and being part Lot 45 and the whole of Lots 46-49, 57-60 all inclusive on Plan 5389 and being part of the land comprised in Certificate of Title Volume 1186 Folio 169, containing a total area of approximately 2 acres 1 rood 32.9 perches.

Portion of Swan Location 3403 containing an area of 1 acre 39.4 perches.

Portion of Swan Location S and being part Lots 38-39 and the whole of Lots 31-34-37 inclusive on Plan 5389 and being part of the land comprised in Certificate of Title Volume 1186 Folio 169, containing a total area of approximately 1 acre 2 roods 27.6 perches.

Portion of Swan Location S and being Lots 32-33 on Plan 5389 and being part of the land comprised in Certificate of Title Volume 1266 Folio 350 containing a total area of approximately 1 rood 32 perches.

Swan Location 7825 containing a total area of approximately 3 acres.

Swan Locations 1045-1047 inclusive on Plan 3452 and being portion of the land comprised in Certificate of Title Volume 1186 Folio 174 containing a total area of approximately 18 acres 3 roods 25 perches.

Portion of Swan Location S and being part of Lots 20-21 on Plan 2759 and being a portion of the land comprised in Certificate of Title Volume 1186 Folio 168 containing a total area of approximately 5 acres 0 roods, 5 perches.

Portion of Swan Location S and being part of Lots 2 and 3 on Plan 2759 and being part of the land subject of Lands and Titles Office diagrams 12931 and 13656 containing a total area of approximately 4 acres 3 roods 18 perches.

It is proposed that this land will be used for future industrial purposes after redevelopment.

"HEALTH EDUCATION" TEXT

Copyright and Royalties

13. Mr. DAVIES asked the Minister for Education:

(1) Is it a fact that a group of interested people with the consent and co-operation of the Education Department prepared a text entitled *Health Education* without requesting or receiving any fees or royalties and that a roneoed set was distributed in 1965 to selected secondary schools, eventually to be evaluated by teachers as a text as understood by students?

(2) Was the revised text printed by the Government Printer and distributed widely to secondary schools in this State at a cost of $1.05 per set of three books?

(3) Is it a fact that during 1968 the text, blocks, and all rights were handed over by the Government to the firm of Carrolls Pty. Ltd., which firm now holds the copyright?

(4) Was any consideration received by the Government from Carrolls Pty. Ltd.; and, if so, how much?

(5) Has this text been requested by education authorities both inside and outside Australia with a view to its use as a basis for a similar course?

(6) Is it a fact that the set of three books, as now published by Carrolls Pty. Ltd., now retails at $1.95 a set?

(7) Are these books now being used by approximately 36,000 students in 1st, 2nd, and 3rd years at various secondary schools; if not, how many students would be using the texts?

(8) On the assumption that the above figures are correct, does this not mean that parents of students in the first three years of secondary schooling are paying a sum in the region of $30,000 which they would have saved had the books continued to be printed by the Government Printer?

(9) If the firm of Carrolls Pty. Ltd. received all material for the text free, has it not escaped the payment of royalties and fees ordinarily payable to authors doing similar work for private firms?

Mr. LEWIS replied:

(1) The text was prepared by departmental officers during normal working hours with some assistance from outside experts.

(2) Yes, but at this pilot stage the price charged to students covered only the actual cost of printing.

(3) Yes, after the Western Australian members of the Australian Book Publishers' Associaton had been approached.

(4) No.

(5) Yes.

(6) Yes.

(7) Yes.

(8) No, because the books would not have continued to be sold at a price which covered only the cost of printing.

(9) Yes. The retail price reflects this, since under the agreement with Carrolls Pty. Ltd. the books are priced without royalty and the saving passed on to parents.

LOTTERIES

Discontinuance of 25c Lottery

14. Mr. DAVIES asked the Chief Secretary:

Will he table the case submitted by the Lotteries Commission in support of its recommendation that the 25c consultation be discontinued?

Mr. CRAIG replied:

W.A. Lotteries Commission summary of reasons advanced for discontinuation of the 25c lottery—

(1) The 25c lottery is the only lottery in Australia priced below 50c and the cost per ticket has not increased since 1932.

(2) There has been a growth in the total ticket sales of the commission, however gross revenue has not increased accordingly. In 1968 ticket sales exceeded by 700,000 the 1967 figures but gross revenue from sales was $100,000 less for this period. This was due to the large number of 25c sweeps which kept unit sales at an average of about 39c per ticket. Average sales for South Australia was 54c per ticket and Queensland 85c per ticket.

(3) Discontinuation of the 25c series was predicted to increase the gross revenue of sales and allow the commission a greater surplus for distribution.

(4) The costs involved for a 50c series are no greater than at present incurred for a 25c series.

(5) In order that the commission may continue to meet the rising costs incurred in the maintenance of the charitable services it supports, it is necessary that greater distributable funds are available for this purpose.

(6) To achieve this purpose two avenues were available—

(i) Increase the cost of tickets in basic lotteries. This appeared to be only a temporary expedient and the public would have to meet the additional cost.

(ii) Increase the cost of unit sales. This could be achieved by discontinuing 25c series and allowing the existing 50c series to continue as the basic lottery. In this way no increased cost of tickets is passed on to the public.

(7) The commission was assisted in its decision by the following statement from a management consultant group concerning profitability of lottery operations:—

The 25 cent lottery remains profitable only because it offers prize money well below average. It is the lottery whose profitability is most affected by variations in the level of operating expenses. As expenses increase, it will become less and less profitable in comparison with the bigger lotteries.

QUESTIONS (7): WITHOUT NOTICE

WEEBO TRIBAL GROUND

Investigation by Joint Parliamentary Committee

1. Mr. TONKIN asked the Premier:

On the 3rd April the member for Clontarf asked, without notice, if he would give consideration to the appointment of a joint parliamentary committee to visit the area of the Weebo tribal ground and report its findings to Parliament. The Premier replied unfavourably but undertook to give the request further consideration. Has his further consideration of the matter resulted in any alteration in the views he previously expressed; and, if so, what is his attitude now?

Mr. BRAND replied:

I would like to thank the Leader of the Opposition for notice of this question. I wish to advise that further consideration has been given to the suggestion that a joint parliamentary committee be appointed, and it has been decided that the Government cannot support the idea, for the simple reason that it does not think a joint parliamentary committee can obtain, on the spot, any information over and above that which is available to, or can be obtained by, the Minister for Mines on the one hand and the Minister for Native Welfare on the other. There is nothing, of course, to prevent members of Parliament, if they are very interested, from visiting the area to discover for themselves what the situation is.

I think it must be accepted that this problem has developed into

an emotional issue and it is very difficult to get to the crux of the query in the minds of the people. The Government, and I am sure all of us, are anxious to preserve any genuine sacred grounds used by the natives in the past or at present and, because of this, the Government is prepared to examine the situation. I would point out, however, that in applying for this lease or prospecting area, Mr. Hoffman followed the correct procedure. He did nothing that was out of order. He is the innocent party, as it were, in respect of these matters. He obtained the warden's decision, and it seems quite a long time since he gained approval for his prospecting area. It is only more recently that the controversy has developed as to whether or not this is a native sacred ground.

The question we must decide is whether it is a small area where sacred stones exist and where tribal ceremonies have taken place, or whether it extends over a great region which includes many outcrops of this stone, and the Government cannot give a hasty decision on this matter. It is having investigations made both by the Minister for Native Welfare and the Minister for Mines, and if by any chance the Government decides to overrule or alter the warden's decision, then it would seem to me that Mr. Hoffman, as the injured party, would have reason to expect some compensation if our laws are to be honoured in a reasonable way. The Government feels that matters have reached the stage where we ought to consider the question of registering sacred and burial grounds. This is not a matter that can be decided in a short time, but the Government feels these areas should be listed, because obviously there are bound to be controversies in the future when areas such as these are taken up for mining or for some other purpose, and the suggestion is made that the ground is sacred to the natives for some reason or the other.

In order that we will not follow any false line, the Government and the departments concerned should be prepared to have a survey carried out by competent people to see whether a record cannot be kept of areas which are truly and genuinely considered to be sacred by the native people.

Mr. Bickerton: I think that would be establishing a precedent.

IRON ORE INDUSTRY

Establishment at Northam

2. Mr. GAYFER asked the Minister for Industrial Development:

Did the Minister hear a news item on the national news this morning between 6.45 and 7 a.m. from Tokyo that a major iron ore industry is likely to be based at Northam and more distant points? If he did, would he care to comment as to the correctness or otherwise of the report?

Mr. COURT replied:

I did hear the report, but not at the time mentioned by the honourable member. However, it was subsequently broadcast two or three times. I can only assume from my first impression of the report that it was premature and went too far in what it said. Maybe when we get the actual text of it it may have a different significance. I can also only assume that it was intended for home consumption in Tokyo to indicate that these two concerns —Kokan Mining Company and Kakuichi and Company—are still taking an interest in the Northam and Mt. Gibson deposits, which they have had for some considerable time.

The real situation in respect of these areas is that intense studies are being undertaken in conjunction with the people who hold the reserve to ascertain the practicability of developing a major iron ore industry based on the Mt. Gibson deposit with a degree of processing. An intense study is being made of the Geraldton region and the Northam area. Part and parcel of this study is to see whether it is practicable and desirable to allow the export of an agreed tonnage of these ores—which are different from the ore we export from the north through Kwinana.

It will be several months before any conclusion can be drawn from the present studies which are extensive and fairly intensive.

WEEBO STATION: QUARRYING RIGHTS

Compensation Payable to Mr. Hoffman

3. Mr. GRAYDEN asked the Minister representing the Minister for Mines:

Will the suggestion made earlier that Mr. Hoffman of Leonora may be entitled to compensation for any action taken in respect of his prospecting area—.

The SPEAKER: Order! I cannot permit a question without notice to

the Minister who merely represents a Minister of another place. The honourable member must put such question on the notice paper.

PERPETUAL POOLS PROMOTIONS

Protective Legislation: Introduction

4. Mr. BERTRAM asked the Premier:

Has the Government taken any preliminary action to legislate in respect of unit trusts and the prevention of fraud along the lines of the Imperial Prevention of Frauds (Investments) Act, 1958? If not, then, in view of the recent reports that a large number of people have, or appear to have, lost their money in consequence of their having invested money with the firm Perpetual Pools Promotions, will the Government now introduce legislation of the type referred to?

Mr. BRAND replied:

I will have this matter investigated and give the honourable member a reply later on.

ALUMINA INDUSTRY

Options in Pinjarra District

5. Mr. RUNCIMAN asked the Minister for Industrial Development:

(1) Is he aware that options have been taken over substantial areas in the Pinjarra district for what is thought to be a major industry?

(2) If so, can he clarify—

(a) whether the options are on behalf of the Government; or

(b) on behalf of the potential industry; and

(c) the name and nature of the industry?

Mr. COURT replied:

(1) and (2) There has been a lot of publicity given to the fact that a number of options have been taken in respect of a potential development in the Pinjarra area, and the company in consultation with the Government has made a statement which, in fact, appears in tonight's *Daily News*. The company concerned is Alcoa and it is part of the studies that company is making in conjunction with the Government in regard to the establishment of an industry in the south-west. The company has taken an option because it will have a drilling programme extending over several months.

The site, as I understand it, is east of Pinjarra, and the studies to date appear to favour Pinjarra as the site of the next Alcoa refinery. Part of the study is directed towards trying to expedite the time when we will have an alumina smelter as an extension of the refinery operation. Although part of the study is tied up with the suitability of the land it is also directed at transport, port, and town development. Port studies are based on Bunbury, which appears to be the best prospect.

The advent of Alcoa into this area could not only provide a major decentralisation, but it could also assist us to achieve Bunbury Harbour development quicker and to a greater depth. I should add it will be several months before any positive results are available.

WEEBO STATION: QUARRYING RIGHTS

Compensation Payable to Mr. Hoffman

6. Mr. GRAYDEN asked the Minister for Native Welfare:

In view of the suggestion made earlier that Mr. Hoffman, of Leonora, might, under certain circumstances, be eligible for compensation in respect of his prospecting area, has it been pointed out to Mr. Hoffman that a permit for a prospecting area simply conveys the right to prospect and before any serious mining operations can take place on the site in question, the prospecting area will have to be converted to either a mining lease or a mineral claim which will require the approval of either the Governor or the Minister for Mines?

The SPEAKER: Order! That is not a question relating to administration by the Minister for Native Welfare, but a question relating to administration by the Minister for Mines, and I cannot permit it.

Compensation: Precedence

7. Mr. BICKERTON asked the Premier:

(1) In view of the fact that he made a statement whilst replying to the Leader of the Opposition that he considered Mr. Hoffman may have to be compensated, does this not establish a precedent?

(2) If not, can he give any instances of where any other person has had a favourable ruling from the warden which has been overridden by the Minister for Mines and that person has received compensation?

Mr. BRAND replied:

(1) and (2) I do not know whether a decision of a warden has previously been overruled by the Minister for Mines.

Mr. Tonkin: You must have been asleep when I brought the question up in my motion at the time of the Bunbury by-election!

Mr. BRAND: I must have been, but it was a most successful by-election. I will not go on with that. The Speaker knows all about the incident. In making a claim for such compensation, it would seem that Mr. Hoffman might well have to take action to test his rights in regard to this matter because, as far as I know, he has not done anything wrong. He has followed the law. I say this because it seems to be the obvious course for anyone to follow. In the event of a claim for compensation being made to the Minister, it will be for the courts of the land to decide who is right and who is wrong; and, if compensation is to be paid, to what extent.

POLICE ACT AMENDMENT BILL, 1969

Introduction and First Reading

Bill introduced, on motion by Mr. Craig (Minister for Police), and read a first time.

BANANA INDUSTRY COMPENSATION TRUST FUND ACT AMENDMENT BILL

Third Reading

Bill read a third time, on motion by Mr. Nalder (Minister for Agriculture), and transmitted to the Council.

TRADE DESCRIPTIONS AND FALSE ADVERTISEMENTS ACT AMENDMENT BILL

Third Reading

MR. O'NEIL (East Melville—Minister for Labour) [5 p.m.]: I move—

That the Bill be now read a third time.

MR. HALL (Albany) [5.1 p.m.]: I rise somewhat belatedly at the third reading stage of this Bill to discuss the amendment to the Trade Descriptions and False Advertisements Act, 1936-1956. The Act covers a period of some 20 years and, after listening to the discussion during the second reading stage of the Bill, I was quite agreeable to the amendment. However, I do not think the amendment goes far enough, and does not give very great protection to the consumer.

The protection to the consumer is what I am worried about at the moment. I just wonder how the consumer, after 20 years of bewilderment and dilemma, will be acquainted with what is contained in this amendment. Perhaps the Premier, or the Minister concerned with the amendment, will make a statement so that the public will be acquainted and made fully aware of what is intended.

I feel that many queries will be raised from time to time, and I wonder what source of information will be made available to those people who inquire. I would say that, certainly, members of Parliament from both sides of the House would be prepared to give guidance to people who inquire.

As I have said, I cannot see that this legislation will throw any light on the matter after the prolonged period of 20 years, during which time the consumers have been completely in the dark. Very little publicity has been given to this amendment; we are left to the whims of *The West Australian* and the *Daily News* in the matter of publicity. In the event of the third reading stage of this Bill being passed, the newspapers could bring the matter to the notice of the consumers.

I feel that we should attempt to do something along the lines followed in New South Wales. Prior to the last election the Premier of that State introduced a Bill to legalise this particular coverage for the consumer. I believe that, to protect the consumers, this could be achieved now by a further amendment—although I suppose it would have to be done in another place.

The actual wording of the amendment which I suggest would be—

That the Government create a consumers' affairs bureau to look after the interests of the consumers.

I make that suggestion in the interests of the people of the State, and in the interests of the legislation, because I am convinced that after being in the dark for so long—20 years—the consumers must be completely confused.

There may be other methods, through other forms of legislation, whereby people could obtain advice from local authorities when they have a genuine complaint. I believe my suggested amendment could be incorporated under the heading of "Inspectors" in the principal Act. This would give the inspectors a clearer idea of what is intended by the Government to give the consumer the necessary protection.

Although this is a belated suggestion at the third reading stage, I ask the Government to give earnest consideration to it. The matter should have been dealt with during the Committee stage, and my proposed amendment introduced then.

On researching the Bill and the parent Act I found that the consumer has no protection whatsoever. The legislation which we have before us to amend the

Trade Descriptions and False Advertisements Act is intended to protect the consumer. Therefore, I ask the Mnister to give consideration to having my suggested amendment inserted in the Act.

MR. O'NEIL (East Melville—Minister for Labour) [5.5 p.m.]: I hope I have understood the honourable member correctly. I understand he has no objection to the amendment that has been agreed to by Parliament, but that he desires the provisions of this Act, in general, to be extended to provide a greater degree of consumer protection.

I am not too sure that this Act is the vehicle under which consumer protection should be undertaken. However, I understand that the Premier, in answer to a question without notice from a member of the Opposition, indicated that the Standing Committee of the Attorneys-General had this matter of consumer credit and consumer protection under consideration by an expert committee. At the time the Premier replied, the report of the committee had not been received.

As I said, I am of the opinion that this particular legislation is not the vehicle which would provide for the degree of consumer protection the honourable member thinks is desirable.

Question put and passed.

Bill read a third time and transmitted to the Council.

THE WEST AUSTRALIAN TRUSTEE EXECUTOR AND AGENCY COMPANY LIMITED ACT AMENDMENT BILL.

Report

Report of Committee adopted.

AGENT GENERAL ACT AMENDMENT BILL

Second Reading

MR. BRAND (Greenough — Premier) [5.8 p.m.]: I move—

> That the Bill be now read a second time.

This is a very brief Bill to simply provide for an increase in the Agent General's salary. An adjustment to his salary has not been made since a similar Bill was last introduced into this House, but in the meantime the salaries of members of Parliament and Ministers have been increased.

In view of the general situation, and the increases in salaries generally, it was thought that an increase should be granted to the present salary of the Agent General. His salary is fixed under the Agent General Act at three thousand English pounds per annum. In addition, the Agent General receives a similar amount of £3,000 sterling by way of an entertainment allowance.

The present Agent General was appointed in March, 1965, at a salary of £3,000 sterling, with an entertainment allowance of £2,000 sterling. This allowance was increased to £3,000 sterling in September, 1965, shortly after his appointment, but there have been no subsequent alterations to either salary or allowance.

I might say that the reports of the activities of the present Agent General have been very satisfactory. He is considered to be one of the most active Agent Generals in London and he would, therefore, find that whatever salary and allowance is provided under the present arrangement would be strained somewhat in view of the demands that are made upon his time by way of entertainment, travel, etc.

It is considered the present payments are out of keeping with today's standards of remuneration, and have not kept pace with rising costs of living and accommodation in London. There has also been an increasing necessity for the Agent General to entertain, arising from the ever-growing interest in the rapid development taking place in this State.

This Bill proposes to increase the salary from £3,000 to £3,500 sterling per annum, with effect from the 1st January, 1969. In addition, it is intended to provide an annual housing allowance of £1,000 sterling from the same date. This proposal will bring the emoluments of this office in line with what is paid to the Agents General of the other States of the Commenwealth.

The Premier's Department made quite an examination and carried out a survey of the conditions applying to other Agents General, and it was found necessary to increase the salary, as I have suggested, to bring our Agent General into line with those representing other States in London.

Notwithstanding the success in recent years in obtaining overseas capital investment in this State, the attraction of further outside capital continues to be one of the State's greatest needs. It is the important task of the Agent General to bring to the notice of business people and investors in the United Kingdom, the favourable prospects offering for investment in this State.

Development of the State's resources has imposed ever-increasing demands for labour, particularly skilled labour. British migration plays a most important part in meeting this demand, and it continues to be necessary that we not only encourage the right type of migrants to Western Australia, but that we supply them with a factual and reliable impression of what awaits them upon their arrival in Western Australia.

Here again, the Agent General has been very busy. I understand that he attends at Southampton, or at such other ports

from which ships carrying migrants to Western Australia leave. On those occasions he addresses the migrants and answers questions, as best he can, on the conditions applying in Western Australia.

Inspection of overseas Governmental purchases, to ensure satisfactory quality prior to acceptance of delivery, continues to be an important function of the Agent General. The increased salary and allowance proposed should ensure continued representation in this important office by persons capable of satisfactorily fulfilling these tasks. I commend the Bill to the House.

Debate adjourned, on motion by Mr. Tonkin (Leader of the Opposition).

LAKE LEFROY SALT INDUSTRY AGREEMENT BILL

Second Reading

Debate resumed from the 3rd April.

MR. MOIR (Boulder-Dundas) [5.14 p.m.]: This agreement between Norsman Gold Mines No Liability and the Government to operate the salt deposits at Lake Lefroy follows very closely agreements of a similar nature which have been introduced to this House.

Let me say at the outset that I strongly object to a Bill being brought down in this form. We have had the experience of other Bills of a similar nature being brought down; namely, agreements which are already signed and delivered before they are presented to Parliament. They come before Parliament purely to be approved, because the same agreements are an accomplished fact when they are presented to Parliament. It does not matter what valid objections may be put forward by critics of the agreement to certain sections of it, because those objections could have absolutely no effect upon the Government, since it is already committed in the terms of the agreement. Therefore, it is rather idle for anyone in this Chamber to offer suggestions, and comments, or to disagree with any part of the Bill, because it will be of no avail. As I have said, the agreement is already an accomplished fact.

Nevertheless, I am pleased to see that an industry of this nature is being opened up at Lake Lefroy. A small salt industry has been carried on there intermittently for many years, but I understand that only a small market was obtained for the use of the salt, mostly, I believe, in Malaysia. However, salt has been exported from Lake Lefroy over a good number of years. As the amount exported was very small, I suppose it would have had little impact on the economy of the State, although it would have had a little influence on the small town of Widgiemooltha.

The industry under discussion should really make a big impact on the economy of the State. I am not speaking from the point of view of a great many people being employed. I hope to be proved wrong; but, in my opinion, the industry could not employ such a great number of people, because of the very nature of the industry; that is, the way the salt will be harvested. The salt will be handled largely by mechanical means and, as I said, the nature of the industry would seem to preclude the employment of a great number of people.

I wish to comment on some points in the Bill, notwithstanding the fact, as I said previously, that my comments will be of no avail. Nevertheless, I am prepared to waste my time in order to query certain points. I shall be obliged if the Minister will deal with some of the matters I shall mention when he replies.

I refer firstly to page 11 of the Bill. Subclause (e) of clause 12 reads—

> the inclusion of a power to offer for sale or leasing land within or in the vicinity of any townsite notwithstanding that the townsite has not been constituted a townsite under Section 10;

As far as I am aware the only townsite presently in the vicinity is the very small one of Widgiemooltha. I have no knowledge of the extent of that townsite. However, I believe that many years ago quite a few blocks were surveyed and a number of people were living there when mining was being carried out on a fair scale in the district. I realise, of course, that the company might prefer a townsite which is closer to the work site, but I am at a loss to understand why that is not specifically mentioned. The terms used are, "within or in the vicinity of any townsite." Why should it be any townsite? It could be Ravensthorpe, Esperance, Kalgoorlie, or any other place. It is simply not designated in the Bill.

Also, I would like some information on the next subclause of the same clause, which reads—

> the inclusion of a power to offer for sale or grant leases or licenses for terms or periods and on such terms and conditions (including renewal rights) and in forms consistent with the provisions of this Agreement in lieu of the terms or periods and the terms, conditions and the forms referred to in the Act.

Does that mean that the company will have the right to sell or lease part of the leases and to have them operated under license? Could the company then impose its own royalties? I think it is quite clear that the company would have the right to sell parts of the area. It should be remembered that the company has a very extensive piece of country. An area of 3,000 acres is mentioned in the Bill as the area on which the company will

operate. As a matter of fact, practically the whole of Lake Lefroy is shown on the map. I do not know the area of Lake Lefroy, but it must be very considerable, because the lake extends for a good number of miles. Although the width of Lake Lefroy varies, it is some miles wide in different places. I felt I should pass some comment on that point.

There is another matter on which I am not at all clear; namely, the upgrading of the line. I hope the Minister will give me some information on this point. Clause 14, subclause (1), on page 13 of the Bill reads as follows:—

> As soon as possible after the commencement date the State shall upgrade the existing railway and associated facilities between Widgiemooltha and Esperance by replacing the existing rails thereof either with new rails or with used rails of better condition, such up-grading to make the railway adequate for the transport of the tonnages referred to in Clause 16 hereof.

Then it goes on to say—

> The Company shall advance to the State such moneys as the State requires to effect the work mentioned in subclause (1) of this Clause but the Company's liability for such advances shall not exceed four million dollars ($4,000,000) in the event of new rails being used or three million four hundred thousand dollars ($3,400,000) in the event of used rails being used; the said moneys to be advanced in instalments as and when required by the Railways Commission.

What will be the position if the upgrading of the line exceeds the estimate? Would it be effected at the cost of the State? I wonder why the limit is included. In reading the Minister's second reading speech notes, I notice he stated in one place that the company would make a contribution to the work. Further on, at page 9, he said the company would be responsible for the whole of the upgrading. Of course that is in addition to building the spur line.

The company has the right to build a townsite at the lake site but I wonder whether that would be wise, because of the existing townsite of Widgiemooltha, which is only eight miles from the deposits. Widgiemooltha has a few amenities, although not a great number, as members will probably realise. However, at least there is a hotel, a general store, and a school. To my mind it would be preferable to build onto that existing township, especially as it is situated on the main road from Coolgardie to Norseman and Esperance.

I wish to query another matter in connection with clause 15, which states—

> The Company shall supply to the State rail ballast at two dollars ten cents ($2.10) per cubic yard delivered into rail hoppers at Norseman;

The Minister did not make a comment on that point in his speech. The charge in question could be quite valid, but to my mind it should be as near as possible to the actual cost incurred by the company in producing the ballast. If we consider the principles contained in the Bill we see that the company is to provide a spur line and to contribute towards the upgrading of the line. Therefore, we should also expect that the material for the upgrading of the line should be supplied at cost, as the Government should not have to pay some charge which would enable a profit to be made by the company supplying the ballast. Ballast is not a very expensive item in the area, because of the deposits of the type of rock required. It is only a matter of breaking the rock, crushing it, and carting it to the delivery point.

Clause 16 of the Bill mentions the tonnages which are to be produced from 1969 to 1973. An amount of 50,000 tons is to be produced in 1969 and it is stated that the 31st December shall be the concluding day of the year. Does the Minister for Industrial Development think that the company will be able to stand up to that undertaking? It must be remembered that it is April now, and the production of 50,000 tons of salt in that time seems rather too much to expect.

This raises other problems with which I am concerned. Where will the rolling stock come from in this time; that is, the railway trucks that will be required to cart it? Will the facilities be available at Esperance; or will they be provided there in time to handle the large tonnage of salt which will be forthcoming?

Just before I leave the subject of the salt leases, I would like the Minister to let me know whether the holder of the leases at Widgiemooltha has dropped those leases? Is he no longer interested in the area; or have steps been taken to protect his interests?

As I said previously, the person concerned has mined a certain amount of salt intermittently over the years and, in the aggregate, I suppose a fairly large quantity of salt has been produced by him. I do wonder whether he is no longer interested in the leases, as I cannot see anything in the agreement which would protect his interests.

I notice there are provisions in the Bill which have been inserted for the purpose of trying to obviate any dispute which

might arise between the company harvesting the salt and companies engaged in other mineral activities in the vicinity. Members will generally realise, I am sure, that nickel has been discovered on a commercial basis around this locality. I know the theory is held that the nickel deposits run under the lake at Kambalda. As a matter of fact, I believe that diamond drilling has taken place there, but I do not know the results, because the companies concerned do not disseminate a great deal of information about their activities.

However, nickel deposits have been proven on the southern side of Lake Lefroy straight across from Kambalda. In fact, there is a causeway built right across the lake to the other deposits at St. Ives, and, of course, we do not know whether further deposits will be found under the lake or whether mining will take place. I think all reasonable precautions have been taken with the provisions in the agreement to obviate disputes that could arise between the company mining the salt and the people who are mining these deposits.

The royalties payable on the salt are the same as those contained in the other three salt agreements, and I suppose that is understandable. There is a difference in the rental that is to be paid for the leases, and that is understandable, too. Whilst on the question of payment I notice that the rail freight charge for the first five years from the date of the ratification of the agreement will be $2.20 per ton, and for the next period the charge will be $2.25. I was wondering how that compares with the rate charged to the wheatgrower to transport wheat over the railway from, say, the Salmon Gums area to Esperance.

There is another factor relating to charges which I notice is contained in clause 18 of the agreement, appearing on page 14 of the Bill. This deals with the wharfage charges which shall be as follows:—

> On the first 100,000 tons in any one year—20 cents per ton.
>
> On the second 100,000 tons in any one year—17.5 cents per ton.
>
> On all tonnages in excess of 200,000 tons in any one year—15 cents per ton.

Almost immediately following inclusion of those wharfage rates, the present wharfage charge of 40c a ton on bulk products at Esperance is mentioned. To me there seems to be a large drop in the wharfage charges from the present rate of 40c down to the highest amount of 20c a ton on salt, and so I would like the Minister, if he would be good enough, to comment on that aspect when he replies to the debate.

The Bill also makes provision for the company to provide housing for its employees on a site to be selected, but no mention is made of where the site may be. I thought it may be possible for them to build in the townsite of Widgiemooltha in order to get away from the concept of company townships. I have heard members of the Government say they do not like company towns. I do not think anyone else likes them, either, especially any one who has seen them in operation.

There are many dos and don'ts laid down by a company when a company town is established: restrictions are imposed on the people who live within them. As a matter of fact, the company almost tells a person what he may grow in his garden. I have been told that, during the summer that has just passed, a worker occupying a house in one company town planted a small lawn in front of his house, and in particularly hot weather he placed a canvas swimming pool on the lawn for the enjoyment of his children. However, it was not long before a company officer told him to remove the canvas swimming pool as it made the place look untidy. I think that kind of interference with one's rights is going a little beyond what one would expect.

If the company is to build houses in what is already designated a townsite, and if the erection of the houses is for the better working of the salt deposits, why does not the Government survey a townsite and make available to the company blocks on which houses could be built, and thus get away from this thought of big brother breathing down one's neck all the time, even in one's own home?

I also notice that there is provision in the Bill for the Government to build a hospital and a police station, and to provide educational facilities; and the company is to meet the cost. If this does occur, I am wondering if the company will eventually regard the institution as its own and expect to have a certain measure of control over it. I certainly would not like to think that this would apply to the school or to the police station. For instance, I would not like to think that, in the event of a dispute, the police would have to side with the company against some individual.

Another provision in the Bill requires the company to make available supplies of salt to meet the reasonable demand for salt for use in Australia. I understand the salt that comes from this lake—the salt which has been harvested in the past—is of a very high grade. In fact, I believe it can be crushed and used immediately on the table.

An aspect of the Bill about which I am most concerned is contained in clause 36 of the agreement on page 23 of the Bill.

Subclause (e), which is shown at the foot of page 24, deals with labour conditions and it reads—

> The State further covenants with the Company that the State—
>
> (e) shall ensure that during the currency of this Agreement and subject to compliance with its obligations hereunder the Company shall not be required to comply with the labour conditions imposed by or under any Act in regard to any lease of any land within the production site.

I think that is really going too far. I could agree if the Mining Act were mentioned, because we know that under that Act certain areas of land held on lease have to be mined with the employment of a certain number of men. In this provision, however, the condition is entirely different, and, in my opinion, to provide that a company shall be exempt from the labour conditions imposed under any Statute is going too far. On the Statute book there are Acts of Parliament governing the working conditions of people employed in all types of industry, and they have been in operation for many years, but under this provision the company which is to mine the salt deposits will be exempt from observing the labour conditions laid down in any Statute.

I know that, with his ability, the Minister for Industrial Development will give a ready explanation when he replies to the debate, but at the same time I maintain that the provision should be worded in a proper manner, because in my opinion it is intended that the company should be exempt from the labour conditions of the Mining Act, if necessary, but I do not think it was intended that it should be exempt from the labour conditions provided in any Act of Parliament. This provision means that the Mines Regulation Act, the Factories and Shops Act, and, in fact, any other Act that deals with employment of labour, is inoperative. I certainly do not subscribe to that provision in any shape or form.

I believe the implementation of these agreements can be difficult. This is a new industry of which not a great deal is known, and I suppose these salt deposits will be developed, one might say, when it is a sellers' market and the people developing them could enjoy all kinds of favourable conditions which in the years to come they probably would not enjoy. We are all aware that with the great increase in industrial development in Japan, there has been a resultant large demand in that country for salt, because undoubtedly salt is used a great deal in industry.

At this point I would like to say that the salt deposits at Lake Lefroy could fill a gap which exists at present in regard to the supply of salt from this State. The salt deposits in the north-west can be worked only in the dry period of the year. During the wet season I suppose no operations are conducted whatsoever. In the Lake Lefroy area there will be no mining of salt in the wintertime, but from the middle of summer onwards the company will be able to harvest the salt from this lake; and it is during this period that salt is not produced from the deposits in the north. Therefore, I suppose that from the purchasers' point of view, the supply of salt from Lake Lefroy will indeed fill a great gap in their requirements.

The employment of labour at Lake Lefroy would be spasmodic. Many men would be required, no doubt, during the harvesting period, which would be limited to the dry months when the water which usually lies in the lake in the wintertime evaporates. During this period the salt would be stockpiled, so apart from those men who would be required to load the salt, and those who are usually employed in the harvesting of it, I take it that no increase in the workforce would be necessary.

It is true that these deposits will probably never be worked out, because they are so large and the salt that is removed is generally replaced. I know that the small amount that has been removed from the lake in past years has been replaced. I can recall an area which is within the boundaries of the Merredin-Yilgarn electorate where there is a small lake with a very deep depression of salt. It is about six inches deep. I know that for the past 30 years, farmers have been removing salt from that lake to meet their stock requirements and every year the salt that is removed seems to be replaced. The same thickness of salt seems to appear each year; and I think the member for Merredin-Yilgarn is familiar with this region.

I take it that the salt in the large stretch of water of Lake Lefroy will not be depleted. In past years it has not seemed to diminish in quantity. As long as the water flows from the northern to the southern end, the salt will be brought into the lake, because in the wintertime the water flowing into the lake is briny. It is imperative to ensure that no impediment to the flow of the water occurs. I am aware that in the construction of the causeway by the Western Mining Corporation from Kambalda to St. Ives, steps have been taken to ensure that the flow of the water is not obstructed.

It is interesting to note the change in the surface of the lake. One part of it might be covered with water, but two or three days later the water might flow to another part of the lake and expose the bed in the first part. The flow of the

water depends on the prevailing winds. A change in the surface area of the water occurs on many of the lakes in this region.

With those comments I support the Bill, although I disagree intensely with the manner in which the agreement has been brought before this House after it had been signed, sealed, and delivered. I also disagree intensely with the provisions which will exempt the company from observing any laws dealing with labour conditions.

MR. GAYFER (Avon) [5.47 p.m.]: There are one or two observations I would like to make on the measure before the House, and I hope the Minister will be able to answer some of the queries that I have in mind. In the Minister's second reading speech he implied that by using the same outloading equipment, Co-operative Bulk Handling would be able to load a ship with grain in a period of 24 hours. He further said—

> This, incidentally, will be of considerable indirect benefit to farmers.

Of course, this would depend on the size of the vessel; but a conveyor built to handle 1,000 tons of salt can, at the same belt speed, handle only 800 tons of wheat per hour. Of course, 800 tons per hour is the maximum loading capacity in belt speed. In reality it works out at a loading rate of 400 tons of grain per hour. It is a well-known fact that half the maximum capacity is lost by the trimming of vessels, by the shifting of gantries, by the smoko periods, and by various other factors which creep into a 24-hour loading period.

In a period of 24 hours a ship can be loaded at this rate to the extent of some 9,600 tons which, as the Minister knows, is a parcel of wheat. In time to come, and by the time that Co-operative Bulk Handling has completed the galleries, the silos, and other port installations which it is now undertaking, it is hoped that instead of providing only parcel loading, this terminal will be recognised as a full port, so that ships in excess of 20,000-tons grain capacity could be the order of the day.

It is obvious that vessels of this size cannot be loaded in a period of 24 hours over this conveyor belt. One of the reasons why Co-operative Bulk Handling could become interested in using the same outloading conveyor belt is that salt, and wheat, oats, and barley, are compatible. For that reason there is no objection to using the same belt.

If a third party came into the picture with, say, nickel concentrates, then this type of commodity would not be compatible with wheat, oats, or barley; or for that matter with salt. In those circumstances the conveyor could not be used conjointly.

The construction of this conveyor belt is essentially a matter between Norseman Gold Mines No Liability and Co-operative Bulk Handling.

By interjection during the Minister's second reading speech, I expressed a desire that Co-operative Bulk Handling and other users of the line from Widgiemooltha to Esperance should have the same use of the line as they now have, and they should not be expected to accept a backmarker's position, because of the money being supplied by the salt company to the Western Australian Government Railways for the upgrading of the line. The Minister implied that it will be business as usual, but I would like to stress that organised usage of the line will have to be watched, in view of certain happenings that may appear to give the salt company a priority.

It is interesting to note that the Minister referred to 750,000 tons to 1,000,000 tons of salt annually being shipped out. He said this in reply to an interjection. This would mean that the railway would have to handle about 20,000 tons a week or, in a five-day week—I cannot imagine Norseman Gold Mines No Liability wishing to pay overtime—as the Bill states, a daily quantity of 4,000 to 5,000 tons.

At present Co-operative Bulk Handling moves along half of this route some 50,000 tons of grain a year, and the record for a week's movement occurred in 1967 when the W.A.G.R. shifted 2,600 tons in one week. The target aimed at by Co-operative Bulk Handling is 400 tons a day or 2,000 tons a week, but at present I am led to believe it seldom reaches that figure.

Obviously this is why the line must be upgraded, and this is why I say the users of the line must be fairly well organised; especially when another industry further to the north comes into being; and, possibly as its contribution for starting off a mining enterprise, it will have to upgrade the next section from Coolgardie to Widgiemooltha.

I note that Norseman Gold Mines No Liability will be advancing between $3,500,000 and $4,000,000, according to the terms required, for the upgrading of this line. The compensation for this outlay, or the repayment to that company, is by way of a reduction in rail freights; but although this aspect was mentioned by the Minister it is not specifically alluded to in the Bill. Perhaps it should have been. I would have thought that the *quid pro quo* would be mentioned in the Bill itself.

Mr. Tonkin: That can be written into the agreement 24 hours after the Bill leaves this House.

Mr. GAYFER: At present salt carted from Widgiemooltha to Esperance, a distance of 182 miles, bears a rail freight of $5.45 a ton; therefore Norseman Gold Mines No Liability is getting a freight rate of about 50 per cent. of what it costs the W.A. Salt Company, and other salt companies, to transport their salt.

The freight on wheat from Gibson to Esperance, which is about half the distance between Widgiemooltha and Esperance, is $4.30 a ton. The previous speaker in this debate wanted to know the figure, and on my working it is $4.30 a ton, or 11.634c a bushel multiplied by 37.

Finally, having made these few observations, I point out that I believe there is an error on page 21 of the Bill. The Minister will note that in clause 33 (a) of the agreement the following appears to wards the end:—

> . . . such default shall be a debt payable by the Company to the State or demand made by the State;

I think the words "or demand" should be "on demand." If this is to be corrected I presume it will be attended to in the Committee stage.

On page 26, in clause 40 of the agreement, one of the components of the *force majeure* provision is the inability—common in the salt export industry—to profitably sell salt. Perhaps one could not be blamed for noting this clause after the Minister painted such a glowing picture of the salt industry in Western Australia. I think he said that this was the seventh such industry that has been opened in this State. If there is such a great potential I wonder why it is stated in the agreement—

> . . . and inability (common in the salt export industry) to profitably sell salt. . . .

With those observations I wish the company well. I agree with the previous speaker that this venture will be a boon to Widgiemooltha as it will be to Esperance. I sincerely hope that my main worry, which I implied by interjection when the Minister introduced the second reading; namely, that all the parties will not get along amicably together, will be alleviated. I sincerely hope this will be the order of the day. I support the Bill.

MR. NORTON (Gascoyne) [5.57 p.m.]: I support the Bill in essence, but like other members I also wish to make some comments on it. This is the fourth salt agreement which has come before the House, so there are now four salt companies operating in the State. Shark Bay Salt Pty. Ltd. is operating at present, but that agreement did not come before the House for ratification in the manner that the agreement now before us does.

The three salt agreements which have been ratified in this House are practically identical with the one before us. They all set out, in the first place, to make leases of land available for the production of salt. Whilst the main method used for the production of salt is the solar evaporation process, the manner of collecting the fluids to be evaporated is different in each case.

In the case of the Leslie Salt Company and the Dampier Salt Company, the tidal areas made available are being used; and one might say these areas were unproductive areas. Lake McLeod is a salt lake and is also an unproductive area. As a result of the agreements entered into these formerly unproductive areas have been converted to productive undertakings.

The case of the Shark Bay Salt Pty. Ltd. is a little different. It uses a virtually productive area, and turns the water into salt. It used to be fish nurseries where, formerly, the fish for the Shark Bay fishing industry were reared. By closing the fish nurseries the fishing industry has been affected.

In the Lake McLeod venture the fluids used for evaporation contain 15 times as much salt as sea water, so virtually pure brine is being pumped into the crystallising area. The Lake Lefroy area is different from the others I have mentioned. The salt in Lake Lefroy is replenished by a natural process through rainfall. This should make the production there far less costly than it is in the other areas, where extensive pumping is involved.

I am puzzled why so many Acts of Parliament must be set aside, altered, or modified under this Bill in order to make the agreement workable. As has been the case with other similar legislation it becomes, under this Bill, necessary to alter the Public Works Act in relation to the resumption provisions. The Mining Act is to be modified, the Land Act is to be substantially altered and even the Petroleum Act is to be affected. I believe that all these agreements could be negotiated quite reasonably without the necessity for amendments to be made to the Acts to which I have referred.

Section 114 of the Land Act, dealing with special leases, makes provision for the collection or production of salt. Under that section any lease could be negotiated in accordance with the twenty-first schedule of the Land Act which is, I take it, the provision under which the Shark Bay company is permitted to operate and is also the one under which this agreement has been negotiated. If that is so, with the exception of the upgrading of the railway, these agreements are more or less the same.

The beach areas involved under the Leslie, the Dampier, and the Shark Bay agreements have been closed and turned into crystallising areas and seawater is pumped in to replenish the brine.

Personally I do not see the necessity for substituting the proviso to section 45A of the Land Act, or why it is necessary to set aside sections 116, 135, and 143; because I believe that everything could be taken care of under the Land Act.

I have the same query as the member for Boulder-Dundas in respect of paragraphs (e) and (f) of clause 12 (2) of the agreement. These paragraphs are to be found on page 11. The wording of this clause is very broad. Paragraph (e) includes the power to offer for sale or leasing land within or in the vicinity of any townsite notwithstanding that the townsite has not been constituted a townsite under section 10.

Section 10 of the Land Act merely gives the Governor power to declare any particular area a townsite or town within the meaning of the Land Act. Why the agreement refers to "any town" I do not know. I could understand if it referred to a town or an area within the leases which it has for the production area, but I feel that as the provision stands at the moment is is wide open, and should be looked at.

Like the member for Boulder-Dundas, I agree that company towns are not always the best type to have. The companies make their own by-laws and regulations and those living in such towns, and visitors to them, must adhere to those by-laws and regulations.

The Texada Mining Company considered the matter in a different light. That company is developing its own town, as it were, within the town of Carnarvon. It is going to build houses in the Carnarvon townsite and these will become part of the town, and the occupants of the houses will share the amenities of the town; and this, despite the fact that the company will have to transport its work force some 45 to 60 miles to and from work each day. On the other hand, Lake Lefroy is, I understand, only eight miles from Widgiemooltha and the ideal situation would be for that town to be given the boost this company would be able to give it. Although it is not stated definitely in the Bill, I would say that we have every reason to believe that the amenities which will be supplied will be established at Lake Lefroy itself or at the production site.

We have raised these many points in every similar agreement and we can again only substantiate the objections, particularly with regard to the effect the agreements have on various Acts. It appears to me that the main reason these agreements are submitted to Parliament is because approval is necessary for the provisions which affect the Acts to which I have referred.

Like other members I wish the company every success. It is making use of ground which has been useless and unproductive for many years and is producing an export commodity, and this is most desirable.

MR. COURT (Nedlands—Minister for Industrial Development) [6.7 p.m.]: I thank the members for their comments on, and support of, the Bill. The member for Boulder-Dundas and the member for Gascoyne repeated the objections of the Opposition to this type of agreement. I can only make the comments I have made before. Agreements of this magnitude, involving this amount of investment, can only be negotiated on the basis that the Government of the day, whatever its political colour, can complete a deal with the people concerned in all good faith and then bring it to Parliament where it is either accepted or rejected.

It does not take much imagination to appreciate the farce that could arise if, having negotiated an agreement in good faith, and on which finance was arranged, we came to Parliament and found that clause by clause this was being modified. I defy anyone to negotiate this sort of agreement on that basis. It would not be possible to make such an agreement.

There are reasons why today, more so than in the past, we must have these agreements. When most of our Statutes were formed in the past, they were drawn up to deal with a different set of circumstances. There was not the size or finance involved. There was not the complexity. We are dealing with an entirely new era. I do not think it will be possible to completely rewrite Statutes to take care of all these types of operation, particularly in the remote areas, when we are not superimposing them on established facilities. Therefore, with agreements of this kind we will always have to have presented to Parliament for ratification signed agreements entered into in good faith, and it is up to Parliament to accept or reject them.

Mr. Graham: It is pretty difficult to reject them at that stage is it not?

Mr. COURT: The Government of the day must, of course, stand or fall by its stewardship when it goes to the electors, and if it did ill-advised things and it was pointed out that the Opposition accepted the agreements only to maintain the good faith—

Mr. Graham: The damage is still done, is it not? It cannot be undone.

Mr. COURT: There is a degree of responsibility in Parliament I suggest—or I hope there is—and if the Government brought forward a Bill which was a bad one or, putting it another way, if it brought forward a Bill to ratify an agreement which was a bad agreement, its own supporters would have something to say.

Mr. Graham: In the party room; not in Parliament.

Mr. COURT: I think the Deputy Leader of the Opposition has had enough experience of this institution, including the

party machine, to know that some Bills do not even get to Parliament, because of what occurs in the party room.

Mr. Graham: Is that what goes on today?

Mr. COURT: The Deputy Leader of the Opposition knows that from personal experience. Concerning the particular points raised by the member for Boulder-Dundas, I will try to deal with them in the order in which he raised them. He first dealt with paragraph (e) of clause 12 (2) of the agreement which appears on page 11, and he referred to amendments to the Land Act. I point out to him that this is not a question of giving the company this particular freedom. It is to make it possible for the Government, through its Minister, to make this land available.

With respect, I think the honourable member was interpreting this provision so that it acted two ways. He believed it also gave the company certain liberty in respect of this land. It does not. This provision is inserted only to enable the Government of the day to deal with this contractual commitment without having to go through formalities completely impracticable; and in some instances these formalities could bring about the whole downfall of the agreement.

It should also be borne in mind that the agreement clearly states what the company is entitled to by way of land, and under what conditions. Therefore, this particular provision on which he sought an explanation is intended only to make it practicable to implement the agreement.

The honourable member also queried paragraph (f) of the same subclause, which reads—

> (f) the inclusion of a power to offer for sale or grant leases or licenses for terms or periods and on such terms and conditions (including renewal rights) and in forms consistent with the provisions of this Agreement in lieu of the terms or periods and the terms, conditions and the forms referred to in the Act.

Here again this is a power given to the Government—not to the company—so that it can implement the agreement.

On page 13 is subclause (2) of clause 14 of the agreement. The honourable member queried the reasons for limiting the contribution by the company to the upgrading of the line. The explanation is simply this: The Western Australian Government Railways made an estimate of what it felt would be a safe figure to cover it for the cost of upgrading the line. The Government then obligated the company to make a contribution up to, but not exceeding, that amount. This is fair enough because this is a marginal type of product. It is a low-priced commodity. It is a marginal type of operation also because of the geographical situation of this particular project, and it was necessary to fix a maximum financial commitment.

I agree that if the W.A.G.R. had made a wrong estimate and could not upgrade the line to the required specification at a cost of $4,000,000 in one case and $3,400,000 in another case, the burden would fall on the W.A.G.R.; but the Minister concerned—the Minister for Railways—and I, together with the Treasury, have been assured the estimates have been made to adequately cover the cost involved. This explains why a ceiling figure has been included. Without it the company could not have negotiated its finances; its sales contracts; and its joint arrangements with the Sumitomo people.

Clause 15 of the agreement, dealing with rail ballast costs, was the next under consideration by the honourable member. There is a good reason why this rail ballast cost was included as a specific item. The W.A.G.R. wanted to obligate the company to supply ballast to it at this price and not leave itself open to tenders or an increase in price because of some fortuitous situation so far as the company was concerned. It was put in for Government benefit rather than company benefit.

I also invite attention to the fact that the price of $2.10 per cubic yard covers the cost of ballast delivered into rail hoppers at Norseman, and not just into a stockpile. The commissioner, after studying the type of ballast and what he thought were competitive prices, agreed that it was desirable to specify this. It will be noticed that the company protected itself by not obligating itself to supply more than 130,000 cubic yards of ballast.

I think the honourable member knows the company's operation and knows that it could otherwise have necessitated the company entering into quite an uneconomical and unrealistic operation had the commissioner demanded say, 250,000 cubic yards after the company had finalised its mining operation. This was a figure freely negotiated between the commissioner and the company and not by the Minister with the company. I thought it was a measure best left to the commissioner, in the practical, ordinary, everyday, commercial way, to work out what he thought was a good arrangement.

Sitting suspended from 6.15 to 7.30 p.m.

Mr. COURT: The member for Boulder-Dundas raised a query in respect of clause 16; he wanted to know whether the company could meet the 50,000 tons by the 31st December, 1969. This figure was fixed in consultation with the company, and particularly in consultation between the company and the W.A.G.R. I think the idea was to have a realistic figure having regard to the present restricted railway facilities; and, to the best of my

knowledge, the W.A.G.R. and the company are of the opinion that the company will be able to meet this particular target.

This is an instance where there will have to be a certain amount of common sense and understanding between the Government and the company, particularly in respect of rolling stock, until the company is committed to take its full quota. However, I can assure the honourable member that there is a great degree of goodwill between the company and the Government, and very real understanding in respect of the position of both parties.

As regards the question of freight rates, it was necessary for the commissioner, in making his presentation to the Minister for Railways, myself, and the Treasury, to look at this matter over a period of time. Had he not been prepared to accept the minimum tonnage provision that is written into the clause in the agreement he would have been forced into a situation of quoting such a high freight rate in the early stages that the project could not possibly have got off the ground.

Consequently, it was agreed by all concerned that it would be better to quote a freight rate which would allow for a degree of stability over a period of time before the extra 5c was added to the rate. There would then be another period of time at which the freight rate would remain at that new figure to allow for the position to continue to stabilise itself, after which time the matter would be subject to subclause (3) of the rail freight clause, clause 17. Subclause (3) reads as follows:—

> The freight rates to apply to the traffic mentioned in subclause (1) of this clause after the expiration of the arrangement made by that subclause shall be negotiated by the parties hereto.

This, too, is a matter of interest to the member for Avon, and a little later on I will deal with the points he raised. I think his queries would be answered if he referred to clause 17 (3). That subclause takes over after the expiry of a period of time, or an agreed tonnage, whichever occurs first.

The member for Boulder-Dundas also referred to the position of people who, over a period of many years, have produced salt in this area in a fairly small way, but one which has been important to them. I have been assured by the Minister for Mines and the company that arrangements mutually satisfactory to all parties have been worked out. Also, under the lease clause, the honourable member will see a provision by which the company cannot change its 3,000 acres to another part of the lake unless it is an area which is still available; and this is a risk the company had to take because it was impossible for us to see so far ahead.

This also explains another query the honourable member raised regarding the size of the temporary reserve. This now, of course, is of very little significance; because once the agreement becomes operative the company comes down to a lease instead of having a temporary reserve; and that lease is restricted to a 3,000-acre size. However, as I said, if the company wishes to change its area it can do so only if the area it requires is still available. We could not tie up the whole lake indefinitely; the company had to make up its mind.

Mr. Moir: That is what I wondered.

Mr. COURT: However, I understand the small operators to whom the honourable member referred have been satisfactorily taken care of by negotiations between the parties concerned.

The honourable member also referred to clause 18 on page 14 with reference to wharf charges and he wanted to know why there was such a disparity between these and other bulk rates. There is a good reason for this. It is a low priced commodity and the company's operations are marginal. The project would not have been possible had it not been accepted by the Japanese as complementary to those in the cyclonic area; because from my estimation it will cost the buyer more f.o.b. than the solar salt from the Pilbara or Gascoyne areas. Also, the provision of its own loading facilities and several other factors initiated by the company were taken into account by the Public Works Department.

Mr. Moir: Co-operative Bulk Handling provides its own facilities too.

Mr. COURT: Yes, but that concern will now be able to participate, by mutual arrangement, in the faster loading facilities which, in turn, will be of benefit to that company.

The honourable member mentioned the problem of company towns. We are well aware of this matter, but in this instance the operation will not involve a large number of people. I do not want to be held to this, but my recollection, from talking to Mr. Charseley, the manager of Norseman Gold Mines, is that he intends to have the houses, so far as the salt producing end of the project is concerned, located at Widgiemooltha. I endeavoured to get this verified during the tea suspension, but he is away. However, I will follow the matter up for the honourable member, but I recall Mr. Charseley referring to the fact that he wanted to have the houses in an established community instead of in isolation. I have already arranged for inquiries to be made.

The references made by the honourable member to domestic salt were to the demands of the domestic market for industrial salt and not so much for table salt. With the possibility of a chemical industry starting in Western Australia, we want to

be able to divert some of this salt, if required, for an indigenous industry, provided the conditions of the agreement are observed. In other words, we could not force the company to run itself into damages under an export contract, and this is common to all these agreements.

The honourable member also referred to labour conditions. I think that on previous occasions, when dealing with salt agreements, I have explained why there is a reference to other Acts. Normally, in cases such as the alumina agreement for the Mitchell Plateau, there is a reference only to the Mining Act; but in the case of salt, reference has to be made to the Land Act because there are labour conditions under that Act. Therefore, in salt agreements it has been customary to refer to other Acts instead of only to the Mining Act, but it does not go as far as the honourable member suggested.

His comments regarding the recharge of salt I noted with interest, because the honourable member concerned has a personal knowledge extending over many years of this particular lake and its habits. It is a fact that this lake does recharge itself. It is thought to have a natural flow from north to south and the company is working on this assumption. The culverts through the Western Mining causeway were put there by mutual arrangement between Western Mining and Norseman Gold Mines No Liability after they had satisfied themselves that those culverts would not impair the flow.

The member for Avon referred to the capacities and loading tonnages as distinct from the actual belt speeds of the bulk-handling facilities. He also referred to the fact that while they would take care of a ship of about 9,600 tons in a day, when C.B.H. went into the idea of using bigger ships—as we hope will be the case—and the W.A.G.R. has better facilities, those bigger ships will not be loaded in a day. However, I think the honourable member would agree that those ships will still be loaded at a faster rate than under the present arrangements; and, if I have been correctly informed, C.B.H. and Norseman Gold Mines have made their own private arrangements, to their mutual satisfaction, in respect of the use of this higher speed loading.

The question of the incompatability of cargoes was a point well made, but here again I understand an arrangement has been arrived at between the parties concerned so that the company will not start using the loading facilities if proper precautions have not been taken to prevent the contamination of grain cargoes. I think the point the honourable member made in respect of the compatability of wheat and salt, and other grains and salt, is the key to the situation; because Norseman salt cannot afford to have minerals on these belts which would be injurious to salt. Salt is most sensitive to things like that. However, practical considerations would take care of the matter.

The use of the W.A.G.R. line by wheatgrowers will, in my opinion, improve. The present railway is subject to very severe restrictions as regard speed and also axle loading. This accounts for the fact that the W.A.G.R. and C.B.H. have not achieved very high weekly tonnages on that line in spite of the best endeavours of all concerned. I cannot see the situation deteriorating, because of the extra tonnages of salt, so far as wheat is concerned. On the contrary, I think there is every reason to assume that with higher axle loads and higher speeds when the railway is upgraded, the position for wheat will improve.

Rail freight calculations are of concern to the member for Avon, and I can only explain the position in this way: During this period, which is fixed as to time or tonnages, whichever happens first, a special freight rate has been struck by the W.A.G.R. and the Treasury, in consultation with the company, to take into account the upgrading of the line, because the company will have to provide the finance. The fact that it will have to provide its own rolling stock, locomotives, and the like must be taken into account, and we tried, during the early stages of the project, to provide for the carriage of very low tonnages on the non-upgraded railway. We wanted to have a degree of realism over a period instead of having a ridiculously high freight rate at the start, then going to a very low one, and then coming back again to a very high rate.

I can assure the honourable member that this question has been worked out scientifically, by a mathematical formula, to cover the total period and to make proper allowance for what the company will contribute. This probably raises a query in his mind as to what happens after that. This is a matter which is entirely governed by clause 17 (3), where the freight rates to apply to the traffic mentioned in subclause (1), after the expiration of the arrangements made by that subclause, are to be negotiated by the parties concerned.

If they get to a point of disagreement, or there is a deadlock, then, of course, arbitration machinery will take over. I would point out to the honourable member that there is no reference to the repayment of the $4,000,000 by the W.A.G.R. because no repayment within the agreement freight structure, has to be made. The Government does not have to pay back the $4,000,000 out of the freight rates of $2.20 and $2.25.

Mr. Gayfer: Should that not have been in the Bill?

Mr. COURT: No. I raised the query myself, but I can explain the mechanics of it to the honourable member if he desires

me to do so. There is no need for it to be mentioned in the Bill; it is purely an advance by the company, and this has been taken into account in equating freight rates from the beginning up to the period when either time or tonnage brings the freight structure within the terms of clause 17 (3).

The honourable member referred to the error on page 21. We have had this experience before with agreements where there have been typographical errors and this matter will be automatically adjusted.

Mr. Gayfer: Is it an error?

Mr. COURT: I would say so. We have had agreements before where there have been straightout typographical errors, and there is a provision in the Standing Orders to cover this question, I understand.

The honourable member also referred to a provision in the *force majeure* clause, whereby this clause can apply if there are sales problems common to the industry. There is a very good reason for this. At the moment we are able to sell salt, and we look like being able to sell up to 4,000,000 tons a year by 1975. This looks to be a manageable tonnage which will give everybody something that is reasonably economical; and, knowing the industry on a world basis as I do, I would say somebody will find a sale for a few tons on the American market, or on the European market, or somewhere else, and so up it goes. But on the foreseeable sales, we will have up to a 4,000,000-ton industry, and it looks to be manageable for all concerned.

We also have an inbuilt security from a number of projects in different areas. We had to be very careful that we did not write into the *force majeure* clause a provision whereby the company could invoke the clause if it alone was having trouble in selling. This trouble could be due to the company being incompetent, or it might not be trying hard enough, or it could be one of a dozen things that would prevent it selling but still should not, in all fairness, enable it to invoke the *force majeure* clause. Therefore, it has to prove that the problem is common to the industry; there could be a glut during which the best companies would find it impossible to sell.

The member for Gascoyne referred to the Shark Bay salt agreement not being a ratified one. This is because it was a comparatively small agreement negotiated within the terms of the then legislation, and it did not involve any considerations that called for ratification. It might be that if this agreement was implemented on a larger basis we would have to consider the situation.

I think I have covered most of the points raised by members, and I commend the Bill to the House.

Question put and passed.

Bill read a second time.

In Committee, etc.

Bill passed through Committee without debate, reported without amendment, and the report adopted.

ALUMINA REFINERY (MITCHELL PLATEAU) AGREEMENT BILL

Second Reading

Debate resumed from the 3rd April.

MR. TONKIN (Melville—Leader of the Opposition) [7.50 p.m.]: As the member for Boulder-Dundas pointed out earlier in dealing with the agreement the subject of the previous Bill, here is still another agreement brought to the House as a *fait accompli*. This agreement sets aside every law of this State. It is brought here after it has been signed, sealed, and delivered.

I regard it as an affront to Parliament. It is treating the Parliament and its members with absolute contempt. It is asking them to be none other than a rubber stamp, and I for one am not prepared to accept that situation without protest, and if members opposite had any spunk they would not do so either.

This Parliament is intended to be a deliberative body with freedom of action. But from time to time we are confronted with a situation where our hands are tied. I would like to know what would happen if Parliament refused to ratify this agreement. It would still be an agreement; the Government could still go ahead with it. There is nothing in the Bill which says that the agreement depends upon Parliament ratifying it—

Mr. Court: Yes there is.

Mr. TONKIN:—and the agreement is signed, sealed, and delivered before it comes here. In my view the company would have the right of action against the Government if the Government took notice of a decision of Parliament and tried to abrogate the agreement.

Mr. Court: You cannot have read the agreement.

Mr. TONKIN: It is not part of the agreement.

Mr. Court: I said you could not have read the agreement, because it is subject to ratification and it sets out the rights of the parties if it is not ratified.

Mr. TONKIN: Yes, we will see. The Minister endeavoured to justify this line of action by saying that one could not otherwise get an agreement; that one could not get these propositions off the ground; and so we have to be modern; we have to change our laws to meet the new situations. It is a strange thing that this is the only State which has to do that.

Queensland has put through similar agreements to this, but the Government of Queensland—which is of the same complexion as this Government—does not insult the members of Parliament.

A member: The Queensland Government is not the same as this one.

Mr. TONKIN: Well, it is not much different.

Mr. Graham: It is Country Party-Liberal Party instead of Liberal Party-Country Party, that is all.

Mr. TONKIN: The Queensland Government does not insult the members of the Queensland Parliament by bringing in an agreement which is signed, sealed, and delivered. I happen to have two of them in front of me, and the difference is this: This Government brings an agreement here that is already signed, sealed, and delivered. I would like to know what that means if it does not mean fully completed.

In 1957 the Government of Queensland put through "An Act with Respect to an Agreement between the State of Queensland and Commonwealth Aluminium Corporation Pty. Limited; and for purposes incidental thereto and consequent thereon." Now, Mr. Acting Speaker (Mr. Williams), listen to the wording—

> 2. The Premier and Chief Secretary is hereby authorised to make, for and on behalf of the State of Queensland, with Commonwealth Aluminium Corporation Pty. Limited, a company duly incorporated in the said State and having its registered office at 240 Queen street, Brisbane, in the said State, the Agreement a copy of which is set out in the Schedule to this Act (herein referred to as "the Agreement").

That agreement was brought before the Queensland Parliament before it was signed. Its provisions could be discussed, and if the Parliament was satisfied it could then authorise the Premier to sign the agreement. That agreement also provides that if at any future time it becomes necessary for the agreement to be altered in any particular, it can be done by Order-in-Council. Such Order-in-Council has to be gazetted and tabled in Parliament, and if Parliament does not approve of the alteration, then it ceases to have effect and would only be valid as between the time that the Order-in-Council was issued and the time of disallowance by Parliament.

But we are told that we cannot have an agreement like that; we cannot get a company here to accept one; and so we are asked to give to the Government the power to alter the agreement at any time it likes after it has been passed by Parliament. It could be altered in any and every particular, and we would have no further say. We might disagree completely with the alterations which would be made, but we would be powerless to do anything about them.

However, in the Queensland agreement, when alterations are made they have to be brought before Parliament, and Parliament then has the opportunity of deciding whether or not it agrees. Surely that is what one would expect to find in a democracy. We are not under a dictatorship—not yet. But what happens in this State is a mere formality. Parliament is asked to rubber-stamp agreements and, at the same time, to give to the Government the power to alter them at any time in any particular; and we have absolutely no control over the alterations.

I ask you, Mr. Acting Speaker (Mr. Williams): What use is it for us to spend time going through an agreement in this House well knowing it could be subsequently altered so as to be almost unrecognisable, and so that the main provisions need not necessarily be in the final agreement, and we could do nothing about it? However, in Queensland the Parliament retains control over the situation.

The Minister for Industrial Development may argue, "Well, that is what they did back in 1957, but this is 1969, and therefore we have to approach this differently." Let us see what was done in Queensland in 1965—and that is not such a long time ago. This is Act No. 2 of 1965: "An Act with Respect to an Agreement between the State of Queensland and Alcan Queensland Pty. Limited; and for purposes incidental thereto and consequent thereon." This is the wording of section 2—

> 2. Execution of Agreement authorized. The Premier and Minister for State Development is hereby authorized to make, for and on behalf of the State of Queensland, with Alcan Queensland Pty. Limited, a company duly incorporated in the said State and having its registered office at 163 Adelaide Street, Brisbane, in the said State, the Agreement a draft of which is set out in the Schedule to this Act (herein referred to as "the Agreement").

So the Queensland Parliament is presented with a draft agreement only, and the Parliament decides whether or not it will authorise the Premier to sign that draft agreement. It is not provided in the draft agreement that once the agreement is signed it can be altered at will without further reference to Parliament. Oh, no; it provides in section 4—

> The Agreement may be varied pursuant to agreement between the Minister for the time being administering this Act and the Company with

the approval of the Governor in Council by Order in Council and no provision of the Agreement shall be varied nor the powers and rights of the Company under the Agreement be derogated from except in such manner.

Any purported alteration of the Agreement not made and approved in such manner shall be void and of no legal effect whatsoever.

Unless and until the Legislative Assembly, pursuant to subsection (4) of section 5 of this Act disallows by resolution an Order in Council approving a variation of the agreement made in such manner, the provisions of the agreement making such variation shall have the force of law as though such last-mentioned Agreement were an enactment of this Act.

5. Proclamations and Orders in Council.

(1) Any Proclamation or Order in Council provided for in this Act or in the Agreement may be made by the Governor in Council and, in addition, the Governor in Council may from time to time make all such Proclamations and Orders in Council not inconsistent with the Agreement as he shall think necessary or expedient to provide for, enable, and regulate the carrying out of the provisions of the Agreement or any of them.

(2) Any such Proclamation or Order in Council may be revoked or altered by another Proclamation or Order in Council which is not inconsistent with the Agreement.

Members should listen to this—

(3) Every such Proclamation or Order in Council shall be published in the *Gazette* and such publication shall be conclusive evidence of the matters contained therein and shall be judicially noticed.

(4) Every such Proclamation or Order in Council shall be laid before the Legislative Assembly within fourteen days after such publication if Parliament is sitting for the despatch of business; or, if not, then within fourteen days after Parliament next commences to so sit.

If the Legislative Assembly passes a resolution disallowing any such Proclamation or Order in Council, of which resolution notice has been given at any time within fourteen sitting days of such House after such Proclamation or Order in Council has been laid before it, such Proclamation or Order in Council shall thereupon cease to have effect, but without prejudice to the validity of anything done in the meantime.

So it is clear that it is found possible in Queensland for Parliament to retain control of the situation. Firstly, only a draft agreement is presented, and the question is whether or not the Government will be authorised to sign it. Subsequently, any variation can be made by Order-in-Council, and it has to be laid on the table in Parliament and Parliament has the opportunity to say whether or not it agrees to the proposed alteration to the agreement.

But what is the situation here? We are confronted with an agreement which reads—

Signed sealed and delivered by the said The Honourable David Brand, M.L.A., in the presence of—
C. W. Court
Minister for Industrial Development
Arthur Griffith
Minister for Mines
Amax Bauxite Corporation
by
Stephen Furbacher
President (C.S.)
Attest by—
Anthony Chandler
Assistant Secretary

That is what we are presented with and then we are told, "In this you have agreed that any alterations at all can be made from time to time and Parliament has just got to accept them; there is nothing it can do about them."

What on earth is the good of our agreeing to provisions in an agreement which can be altered at will without any further reference to us! Accordingly, I repeat, that for the Government to continue to bring this type of agreement for so-called ratification is an affront to Parliament, and if we agree to it it is an abdication of our responsibility.

Who should be in control all the time of the agreements and the alterations—the Executive, or Parliament? But the way these agreements are brought here, the Executive is in control and it can snap its fingers at Parliament. I am not prepared to continue to accept that situation without voicing the strongest possible protest, and, in view of the fact that it has not got to be done in Queensland, I reject the Minister's suggestion that it has to be done in Western Australia.

Mr. Cash: How many agreements have been negotiated in Queensland?

Mr. TONKIN: That is beside the point. There are two that have been brought to my notice. But this is the way Queensland deals with its agreements. It presents Parliament with a draft and asks Parliament to have it signed; and this is the way it ought to be done here.

I have read this proposal very carefully and I see nothing in it to get excited about, nothing at all. It is a prospect only. It is a very good thing for the company, because we present it with a document which enables it to go all over the place—and it contemplates going all over the place for a long time, as I shall show later—to try to raise the necessary money to carry out this project. That is the actual situation.

One can understand the member for Kimberley being so ready to applaud this agreement, because lack of experience would lead him into this trap. The honourable member said, "If the Mitchell Plateau venture goes ahead and it obviously will..." Those are his words. I do not share that optimism from what I read in the Bill. I think there is very little to justify such optimism.

As a matter of fact it reminds me very much of a situation which occurred some years ago when I was down at the coast at Augusta doing a little fishing. I did not catch any fish at the time, but that was our purpose for going there. One of the members of the party was busy preparing the meal. The weather had turned cold and we did not fancy the cold meat and salad that was being prepared, so the cook came out and said, "If we had a frying pan and some fat we could fry some fish if we had some."

That seems to me to show quite clearly the situation with regard to this proposal at this time. It is all in the future; what may happen a little later on. Nothing happens at all until we reach the commencing date, and I defy anybody in this Chamber, including the Minister, to make an accurate forecast of the likely commencing date; to get within years of it.

Nothing will happen until we reach the commencing date, and I point out that the company can pull out at any time up to the commencing date. It can say to the Government, "We are finished," and that is the end of it. The Government has no power to enforce anything, to require anything; and the company has this right up till the commencing date, which could be years away.

It is very important that we should understand something about this commencing date. Firstly, this date is subject to approval by the Government, or determination by arbitration, of each and every one of the detailed proposals which are set out in pages 12, 13, 14, 15, 16, and 17 of the Bill. Each and every one of those proposals has to be either approved or determined by arbitration before we reach the commencing date. The commencing date is the date on which the last of those proposals is approved or determined.

I had to smile when I heard the Minister say, "As I unfold something of this story." Now, I propose to unfold something of this story which the Minister left untold. The story is all the company's way. The Minister has told Parliament that the economics of alumina refining are marginal. That is the first thing. He tried to argue that because there is not much in it for the company we have to agree to the agreement and to these conditions, beforehand.

I assume that the Queensland Minister was faced with much the same difficulty, and I notice in reading through his speech to Parliament that he was not prepared to give way easily to everything the company wanted. I quote from the Queensland *Hansard* at page 1414 where the Minister in charge of the Bill (Mr. Evans) had this to say on the Commonwealth Aluminium Corporation Pty. Limited Agreement Bill—

> I hold no brief for the company. Indeed arranging the agreement was the hardest five weeks' work I ever did.

So he had his battle with the company, as we can expect all Ministers to have, because the companies are not philanthropic institutions; their managers are there to get the best possible agreements for their companies. I do not blame them for that; I applaud them; that is what managers are paid for. But Ministers are not expected to agree to all the demands made by companies, or to let them have everything their way.

No wonder Mr. Evans, who was the Minister in charge of the Queensland legislation, said that battling with this particular company was the hardest five weeks' work he ever did.

I would hope that the Ministers in Western Australia would adopt the same hard line in the interests of the State. They are not here to work in the interests of the companies; they can leave that to the companies themselves.

After telling us that the economics were marginal, the Minister said the deposit was complex; it had to be beneficiated before it could be classed as suitable for alumina refinery feed.

The decision on the port will be made when the company submits its proposals in detail. In the meantime, a feasibility study is to be carried out. What is to stop the company, without this agreement, continuing to do what it has been doing for some time past? It has been doing it with the knowledge and approval of the Government and without any need for an agreement. Why could it not continue to carry out a feasibility study until it was in a position to enable the Minister to come to Parliament and say, "As a result of the extensive boring that has been carried out and the feasibility study, this has been discovered, and this justifies the State entering into an agreement."

Instead of that, his reason for justifying the State entering into an agreement is the fact that the company has spent

$1,400,000. Why that had to be mentioned in the Bill I do not know! It is all right in a speech, but what justification is there for its appearing in a Statute? Why refer to the fact that the company has spent $1,400,000 looking for bauxite? If the Minister had said that as a result of expenditure on the part of the company it has proved extensive deposits of bauxite over X square miles, I could have understood him; but it is of no value to tell me the company has spent $1,400,000. That is its business. I am more interested in what is in this area which is to be given to the company and whether the terms upon which the area is being given are fair and just terms so far as the State is concerned.

All we are told is that the company has established the existence of bauxite. We are not told what quantity or given any idea of the extent. We are told the company has discovered the existence of it. I should hope it has!

Under the agreement this is the company's obligation from which it can withdraw at any time up to the commencing date: it agrees to investigate, in due course, the feasibility of establishing a smelter. It is under no obligation to do so, but it can continue at will to carry on this feasibility study. From time to time the situation regarding this feasibility study is to be reviewed. At any time after 13 years the Minister may give notice to the company requesting it to consider the submission of proposals and then, if within two years after the giving of notice the company complies, the Minister will, within two months, give the company notice of approval or objection.

It is only a small point here, but I want to know why the wording is not "shall" instead of "will" because "will" denotes future intention only and imposes no obligation, whereas the word "shall" imposes an obligation. Why does not this read, "if within two years after the giving of notice the company complies the Minister shall, within two months, give the company notice of approval or objection." Perhaps the Minister might explain why the word "will" appears instead of the word "shall" because in other appropriate places in the Bill the word "shall" is used.

The Bill then goes on to state that if within 30 days agreement is not reached, then the company is to be given another 30 days and the matter is to go to arbitration and then, whatever is decided there has to be dealt with accordingly, and the company will still have the opportunity of deciding not to proceed.

The Minister made the statement that in his view to make the proposition for the refinery viable the company would require the production of 600,000 tons of alumina. The first obligation is up to 200,000 tons and subsequently to 600,000 tons; and the Minister has told us, in effect, that the proposition will not be economically viable if the company only reaches 200,000 tons. So there does not appear to be much margin in it.

In *Hansard*, page 2874, will be found the following statement of the Minister:—

> . . . the company is obliged by the end of the third year to complete and have in operation the first stage of a refinery with an annual capacity of 200,000 tons of alumina, and by the end of the 10th year this capacity will have risen to 600,000 tons per annum.

Mr. Speaker, I have no hesitation in saying that is just not true. That is an incorrect statement. I will turn to clause 18, which reads as follows:—

> Notwithstanding any provision hereof the Minister may at the request of the Company from time to time extend any period or date referred to in this Agreement for such period or to such later date as the Minister thinks fit and the extended period or later date when advised to the Company by notice from the Minister shall be deemed for all purposes hereof substituted for the period or date so intended.

To anybody who can read the English language, that clause makes it plain that the statement of the Minister that the company is obliged at the end of the third year to complete and have in operation the first stage of the refinery with an annual capacity of 200,000 tons of alumina, and by the end of the 10th year 600,000 tons, is not correct at all, because the Minister has the power to extend any date. He can make it four, five, or six years, without altering the agreement at all. That is what I object to in this kind of thing.

We are led to believe certain things in regard to obligations which are not there at all. If ever we ought to apply the words "Kathleen Mavourneen" it is to this agreement and to some of the obligations under it.

In the agreement it is mentioned that the company has to do certain things by June, 1969, or other approved date, or the 31st December, 1969, or further extended date, and no limit is mentioned to this extended date. This applies to the date at which the company has to submit proposals. So do not run away with the idea that the company is obligated under this agreement to submit its proposals by the 30th June, 1969, or by the 31st December, 1969, because the Bill says, "or further extended date." Further, having regard to clause 18, the Minister can go on extending that date as long as he likes.

It is obvious, if one reads the Bill, that it is anticipated there will be considerable difficulty in raising the finance. So we find reference in the Bill to extending the date, from time to time, if the company is able to show it cannot get the money.

So we can see what is going to happen: we furnish this agreement and then it is hawked about the place until somebody is prepared to come up with the money to enable the company to carry on or to enable it to sell out to someone else and let it carry on. There is provision for that in the Bill. So I repeat: There is nothing very much in this agreement to get excited about at this stage.

It could very well be that in due course somebody will come up with the money, because at the present time there seems to be a good deal of evidence of the desire on the part of a lot of people to put money into the production of alumina. So it is quite a possibility, I suppose, that sooner or later, on the basis of this agreement, somebody will be found to provide some funds.

But that does not say we are going to get a smelter or we are going to get a refinery, because the Minister can go on and on extending the date. If members will look at the proposals which have to be put up as contained in the pages I have mentioned, they must keep in mind that the commencing date is not arrived at until the last proposal has been either approved by the Government or determined by arbitration. It is only when the commencing date is arrived at that anything is likely to happen; but even from then the Minister has power to give an extended time, and further extended times, under clause 18.

So I think I am justified in saying that all we have got at the present time is an interesting prospect. If it should transpire that as a result of this agreement the company is able to interest somebody with enough money to back this proposition and finally the industry is established, as it is indicated is intended, there is not the slightest doubt that it will be good for the district and good for the State; but we should keep this in its proper perspective and not run away with the idea that there is a bonanza just around the corner which is likely to materialise within the next year or two. This could go on for years and years without anything material resulting from it.

In view of what the Minister himself said about the economics, the small margin, and so on, and all the provisions in the Bill for extending the time if difficulties are experienced regarding finance, one has to appreciate that this is not something upon which we can be reasonably certain at all. We can go forward full of hope, because hope springs eternal in the human breast, but as things stand at present, I would say there is less in this proposition than any the Minister has previously brought before Parliament.

The SPEAKER: The honourable member has another five minutes.

Mr. TONKIN: It could be, with some luck possibly, that eventually the situation will be reached where things start to move. I see no reason why we should set every law aside, and that is what this agreement does—every law. The clause in the Bill reads as follows:—

> introduce and sponsor a Bill in the Parliament of Western Australia to ratify this Agreement and endeavour to secure its passage as an Act prior to the 30th day of June, 1969, which Bill shall include a provision that notwithstanding any other Act or law this Agreement shall be carried out and take effect as though its provisions had been expressly enacted;

So by this one action we set aside every law of the State. I take it that includes the Inspection of Machinery Act, if there are some requirements in that Act which could prove irksome to the company. Under this agreement those provisions would have no force or effect, because the Act would be set aside.

I do not think this is a fair proposition at all. I agree with the member for Boulder-Dundas that it ought to be possible to set out in the Bill precisely what Acts must be set aside, and then for the Minister in charge of the Bill to give good reasons why, specifically, and give illustrations as to how those occasions would arise. But to simply provide in the Statute that every law of the State may be set aside is, in my view, doing too much altogether. If it can be done in one Statute, then we set a precedent for this to continue all along the line until finally we reach the situation where we will not know which Statutes are operating and which are not.

When Parliament deliberately enacts a law it is in the belief that that law will have general application without exclusions. So why should we come along and say that so far as this company is concerned—because we cannot get the company any other way—we have to put all the laws aside? I do not agree and I protest against it; and I hope that other members will do the same.

MR. COURT (Nedlands—Minister for Industrial Development) [8.33 p.m.]: I thought we had got to the stage in this House when the Leader of the Opposition might have profited by some of his experiences in recent years. The speech he made tonight was almost a carbon copy of speeches he made when we brought in other Bills to ratify agreements which, today, are represented on the ground by some of the world's biggest projects earning tremendous income for this nation; providing tremendous career opportunities for our young people; and giving greater employment to thousands. All those agreements were conceived and presented to this Parliament in the same concept as this particular agreement.

One does not have to go back very far to think of some of the speeches made by members on the other side of this House, and speeches made in Forrest Place by Opposition members, when they referred to "scraps of paper". Those at Mt. Newman who saw the ship depart from Port Hedland with the load of iron ore for Japan—one of the biggest private enterprises of its kind in the world—and those at Hamersley, those at Goldsworthy, and those at the alumina refinery at Kwinana, will not have the same fears and doubts and cynicisms as the Leader of the Opposition.

The Leader of the Opposition referred to the fact that we present an agreement duly signed, sealed, and delivered, for ratification. He then attempted to deceive the back-bench members, who might be new to this Parliament, into believing that every law has been set aside. It is not true. He quoted all sorts of agreements. Those in other States put up their agreements and handle their contracts in one way, and we handle ours in another way. Tasmania handles its agreements slightly differently from, but nearly like, ours.

It is very interesting to refer to one of the agreements of the Reece Labor Government in Tasmania. This is set out in the *Tasmanian Statutes* of 1965 and refers to the Savage River agreement. In that case the Premier, Mr. Reece, presented to his Parliament an agreement, signed, sealed, and delivered, by The Honourable Eric Elliott Reece, M.H.A., in the presence of, and then the agreement goes on with the usual jargon about the signatories. In effect, he did it twice in that particular agreement because there happened to be two schedules.

When we look at the ratifying legislation, bearing in mind that the agreement refers to the need for ratification, as does our agreement, it just says in clause 3 that, "the agreement is approved". It is very interesting to go on to the variations clause because Tasmania does not adopt the same niceties as we do, when we make sure that the variations have to be within certain restricted limits. It says that the terms, covenants and conditions of the lease may be cancelled, added to, varied, or substituted by agreement in writing between the Minister and the lessees.

It does not even go on to provide that there are to be some restrictive factors to bring it within the terms and intentions of the agreement, which is our provision. I remind the honourable member that when we have had any major variations of agreements, such as we had with the Hamersley agreement last year, we bring them to Parliament.

It is common sense, as the Leader of the Opposition would require if he were the Minister, to have the variations clause in the agreement so that the agreement can be varied to make it workable in the day-to-day movements that take place in great industrial agreements; and particularly those where we get varying world situations, as well as varying local situations. And so one could go on and refer to the consessions made in Tasmania by a Labor Government in its desire to get some areas developed and natural resources unlocked in remote areas—remote by standards of that State.

So we have set out to unlock our resources; and how can one do it except by giving somebody what has been referred to as "a piece of paper" to take around the world to interest people who have this sort of money—between $200,000,000 and $300,000,000—in joining with us in developing a project of this kind, not in Kwinana but in the remote area—and in the remotest area—of this State where there is not a thing at the present time?

The member for Kimberley was entitled to be enthusiastic, because he has seen what has happened in the Pilbara, and at Kwinana. It makes a very hollow sound out of what the Leader of the Opposition has said when I refer to what he, when travelling the world as Deputy Premier, was prepared to offer with no reference to Parliament. He was prepared to offer free land; 20 per cent. of establishment costs free; and 20 per cent. of establishment costs as an interest-free loan. However, there was no reference to Parliament then.

No mandate was given by this Parliament, or by the public for that matter. This was something the Labor Government did in desperation, at the time, to try to stem the flow of people out of the State. I have never criticised what it did.

Mr. Graham: He did not have you going around cruelling his pitch either.

Mr. COURT: I would have been pleased to go abroad in 1960 with those offers, if my Premier had let me. However, he being a cautious Treasurer, said, "You be careful what you offer." Do not forget that the Leader of the Opposition—then the Deputy Premier—made a bid for an industry—a very worthy one—which would have involved, had he got it, an investment of £20,000,000. The offer was land with a sea frontage; unlimited as to acreage, and near the refinery; twenty per cent. of the establishment costs as a grant; and 20 per ment of establishment costs as an interest-free loan. We have never had the hide to come up with a thing like that, because we have not got the money. Just imagine if we had been saddled with such a demand. Whether the amount is $500,000 or $500,000,000, the principal is the same.

Mr. Brady: That was before the Menzies Government took the shackles off the iron ore.

Mr. COURT: I wanted to refer to that fact, because I am quoting a reference to what is probably the most wealthy chemical company in the whole world; not an iron-ore industry.

Mr. Bertram: What was the date.

Mr. COURT: The year the Leader of the Opposition—then the Deputy Premier—went around the world, and as I have said he worked jolly hard.

Mr. Brady: You cashed in on his trip.

Mr. COURT: I did not have any 20 per cent. establishment costs to offer, or free land to offer, because I had a Premier and Treasurer who said, and I repeat, "Do not offer too much when you go abroad seeking new industries."

The Leader of the Opposition endeavours to make the point that Parliament, because this agreement is presented to it for ratification, is affronted. I think Parliament could stand a few more "affronts" when we look at what has happened because of these agreements, if it is an affront—and I dispute that—because Parliament is still master of its destiny. Parliament can reject the agreement if it wants to just as the Tasmanian Parliament could have rejected the Reece agrement if it had wanted to.

The Leader of the Opposition gave the impression—and a very false one I am sorry to say—that if Parliament rejected this agreement by not ratifying it, we would leave ourselves open to claims for damages. Of course, this is not true, because it is expressly provided in the agreement that there is to be no claim for damages if the agreement is not ratified. The agreement would be cancelled and there would be no claims between the parties, and this is the only way it could be.

I freely admit there could be other techniques of negotiation and other techniques of writing agreements, but this happens to be the one we have used. We have found that it works, and anything that works is not a bad thing to hang onto. I feel that the Leader of the Opposition has, very foolishly, made a lot of play on words when, in fact, he knows that this particular type of document has served this State and this Parliament very well indeed.

I apologise to the member for Pilbara who was apparently deputed to lead the debate on the part of the Opposition for replying to him after replying to his Leader.

Mr. Bickerton: I was very grateful for the support.

Mr. COURT: I assume the Bill has been taken out of his hands, but that is his business and not mine. The member for Pilbara referred to the question of royalties and compared them with royalties in other agreements including the Weipa agreement. Our royalties are higher for two reasons. Firstly, the amount of royalties is higher. We negotiated our agreement in a different atmosphere from that of the Queensland agreement, and in a different atmosphere from that of the agreement with Western Aluminium No Liability at Kwinana. It goes even further than that, because the natural grade of our ore is lower than the grade at Weipa and, therefore, the company is, in fact, paying a higher royalty when measured in terms of equivalent.

Mr. Bickerton: We were not given the grades of ore so we did not know this.

Mr. COURT: I understand that much of it is about 30 per cent. and has to be beneficiated before it can be put into the refinery for making alumina. I feel we have done very well. I do not think the honourable member was questioning the royalty charge, he asked for an explanation and I am giving it.

The honourable member also asked for an explanation regarding rent. It was fixed at this level because we were dealing with a very large and very complex area instead of an area which has a very concentrated high grade deposit such as Weipa or Gove. Therefore, we had to work out a rental which was fair and reasonable having regard to the fact that the company has to command a very large area which will not be mineable on a face and it will have to be the subject of a lot of very selective mining. This, in turn, will increase the costs and the time for the exploration work. I also wish to point out that although it is a large area which is subject to lease and rental, it does not sterilise the area so far as other minerals are concerned, because express provision has been included to prevent this.

The honourable member was good enough to make mention of the figure I had given to him in connection with the export value of alumina which, for all practical purposes, is $60 per ton f.o.b.

He also expressed a fear that these agreements might lead us into a situation whereby, if there is a set pattern of agreements, the verbiage in the agreements would be almost unalterable. That is not so, because we have to negotiate every agreement on its merits. Indeed there are variations in practically every agreement. However, it is good business if we can do so without losing anything to maintain a certain amount of uniformity between agreements and the actual verbiage in them.

The honourable member questioned the R.D.A.—that is, the regional development authority—in regard to why more detail had not been given. When introducing the Bill, I endeavoured by way of interjection to explain that it was not practicable then, nor is it practicable now, to be specific as to what will be in the R.D.A.

The great safeguard is the fact that it can only be constituted by a Statute and, therefore, will be brought to the Parliament as a Statute if and when it is negotiated. As I said when moving the second reading of the Bill, I doubt very much whether we will be able to bring it into effect on this occasion. I hope we can, because of the infrastructure costs in these matters but, as a realist, I am not terribly sanguine about our capacity to achieve it on this occasion.

It should not be confused with the comparison made by the honourable member with the Queensland legislation. The Queensland Parliament was dealing with a form of established local administration. It was not dealing with a form of regional development authority such as we are contemplating on this occasion.

The other point on which the honourable member commented and requested my views was in connection with the restoration of the area. The relevant clause is contained on page 28 of the agreement. The honourable member quoted the Queensland requirement and thought that it was more specific and, therefore, a better clause. I personally do not agree, because I feel that if our clause is studied, a very practical approach will be revealed. We endeavoured to use wording in the agreement which would guide consultants if and when they were called in as arbitrators in the matter.

It is also worth noting that, under our agreement, the consultant brought in is to be nominated by the Minister. Consequently, the Minister has the complete and absolute say as to who this person will be. It is not as though somebody who might not be sympathetic is going to be pushed down his throat. The Minister himself nominates who will be the person to give the final ruling on this matter if there is an argument as to what restoration procedures should be followed.

The member for Pilbara also questioned whether this could be allowed to remain until the end of the project. However, then we would have the problem of getting somebody to do it. I invite attention to the clause which provides for progressive restoration and not restoration at the end of the project. For this reason, we feel that our proposition has advantages over the Queensland wording, although the latter might appear to be more specific.

As I expected, the honourable member raised the question of by-laws. We have not yet found a way which, in practice, will work better than this one. I come back to the point that Parliament is still master of its own affairs and, if it feels strongly enough on a matter like this, it can pass a Statute, on the initiative of even a private member, which, as we all know, would override a Statute passed in a previous session. It is not likely that this will happen, but it could happen and therefore it would be quite untruthful to say that Parliament has lost control of this particular legislation at any time.

When the member for Kimberley welcomed the agreement, he made reference to the possibility of native labour being employed and trained for this work. I thoroughly agree with his sympathies. I hope that when this stage is reached—and I know the company thinks the same way—we will be able, in conjunction with the Department of Native Welfare, to get selected people who can be carefully guided and trained for this work. I hope it will be possible gradually to bring in more and more of these people to undertake this type of work, particularly as the company itself is joining with us in trying to attract a diversity of industries into this area, some of which might possibly be more suitable for the employment of native labour than the project itself.

Mr. Bickerton: What is the approximate cost of drawing up an agreement of this nature? Who pays it?

Mr. COURT: The company pays its own costs. That is not our problem at all. We do not pay anything of the company's costs. However, I could not say, off the cuff, what it costs the Crown Law Department.

Mr. Bickerton: Is it drawn up by the Crown Law Department or by an outside body?

Mr. COURT: Some are drawn up by actual solicitors within the Crown Law Department. Where the Crown Law Department does not have the staff, it retains counsel to do others.

Mr. Bickerton: What would an outside firm of solicitors charge?

Mr. COURT: I cannot give the amount off hand, but I will be glad to find out and inform the honourable member.

Mr. Evans: Is it normal stamp duty?

Mr. COURT: No; there is a special stamp duty clause for the initial agreement. However, after a lapse of time and when the readjustment period has passed, the normal stamp duties are attracted. During the transition period when one might want to bring a multiplicity of companies together or to split them up, there is a provision to do that once and once only within a given period. After that, it is a normal stamp duty proposition.

Before I conclude, there is one point I wish to mention which I omitted to make reference to when I introduced the Bill; namely, we have an arrangement with the company for an Australian component of 25 per cent. if Australians so desire. This is a matter we have deliberately left on a fairly loose basis because of the time factor. I repeat what I said earlier; that is, alumina propositions are marginal these days. Unless one has captive markets I

do not think they are even on, but the type of company we are joining with in this venture will normally have captive markets. However, an arrangement has been made between the Government and the company to the effect that if the Australian public wishes, it may contribute up to 25 per cent. The company is quite ready and willing to do this, again on a timetable and in a manner to be negotiated by the Government at the time.

By way of comparison I mention that we all know what has happened with the Gove project which very ambitiously set out to be 50 per cent. Australian. It was unable to proceed on that basis and has now finished up 30 per cent. Australian.

As was the case with the Savage River project in Tasmania and the Weipa project in Queensland, the Commonwealth Government will be making some contribution to the infrastructure. It could still manage only a 30 per cent. contribution. For that reason, I think we have done very well to get an understanding of 25 per cent. Australian content.

Question put and passed.

Bill read a second time.

In Committee

The Chairman of Committees (Mr. W. A. Manning) in the Chair; Mr. Court (Minister for Industrial Development) in charge of the Bill.

Clauses 1 and 2 put and passed.

Clause 3: Ratification of the Agreement—

Mr. TONKIN: I would like some guidance from you, Mr. Chairman. This is the clause which ratifies the agreement, which is in the schedule. I appreciate that if we agree to this clause then we have agreed to the agreement in the schedule. At what stage can we discuss matters in the schedule, even though I will concede that we have not the power to amend or cancel any of the provisions? Surely we should have the opportunity at some time or other to discuss some of the provisions in the agreement in order to point out our views in connection with them. I would like to know whether the Parliament has any such opportunity to discuss the provisions in the schedule and, if so, at what stage it can be done?

The CHAIRMAN: My understanding of the position is that a full opportunity was given at the second reading stage to raise any matters in the schedule. These cannot be brought up in the Committtee stage.

Mr. TONKIN: I understand, then, that there can be no discussion when the schedule is being put?

The CHAIRMAN: That is right.

Mr. TONKIN: As clause 3 ratifies the agreement, and the agreement is in the schedule, I consider that this is the stage at which I can deal with the detail. Mr. Chairman, you will appreciate that it is the practice in second reading speeches not to refer to clauses but to deal with a situation generally. If I am not to have the opportunity to discuss the schedule when we come to the schedule, then I claim the right to discuss certain provisions in the agreement of this clause.

I could not quite follow the Minister when he answered my statement that, if we failed to ratify the agreement, there would then be some claims which could be made. The Minister said that if we failed to ratify the agreement, it would be cancelled, and that was the end of it. I take it that the Minister was relying on subclause (2) of clause 3 which says—

> (2) If the Bill is not so passed before that date or later date (as the case may be) this Agreement will then cease and determine and neither of the parties hereto will have any claim against the other of them with respect to any matter or thing arising out of done performed or omitted to be done or performed under this Agreement.

What about things which might have been done prior to the agreement? Are they cancelled, too? Is there no obligation with regard to them? The only matters in connection with which there is any obligation are those done, performed, or omitted to be done or performed, under the agreement. Then there is an exception which reads—

> . . . except as hereinafter provided in Clause 10 (n) hereof.

Then we turn to clause 10 (n) on page 33 of the agreement which reads—

> that on the cessation or determination of this Agreement—
>
> (i) except as otherwise agreed by the Minister—

I interpolate here to say that we have no knowledge as to whether there has been any agreement or not and, if there is, then there is an obligation with regard to that agreement. The subclause continues—

> —the rights of the Company to in or under this Agreement and the rights of the Company or of any assignee of the Company or any mortgagee to in or under the mineral lease and any other lease license easement or right granted hereunder or pursuant hereto shall thereupon cease and determine but without prejudice to the liability of either of the parties hereto in respect of any antecedent breach or default under this Agreement or in respect of any indemnity given hereunder;

Accordingly, it is not the clear case which the Minister would have us believe. If we do not ratify the agreement, that is not the end of it. There are still possible liabilities which are set out in the Bill. I am reading what is in the Bill and not what I think is there. I read on—

> (ii) the Company shall forthwith pay to the State all moneys which may then have become payable or accrued due;
>
> (iii) the Company shall forthwith furnish to the State complete factual statements of the field and office engineering studies carried out pursuant to Clause 4 (1) hereof if and insofar as the statements may not have been so furnished; and
>
> (iv) save as aforesaid and as provided in Clauses 6 (4) and 8 (1) (a) hereof and in the next following paragraph neither of the parties hereto shall have any claim against the other of them with respect to any matter or thing in or arising out of this Agreement;

But we have to take into consideration all those exceptions whereby there could be a claim, despite the fact that Parliament does not ratify the agreement.

The Minister would have us believe that if we failed to ratify this agreement we would be in complete control and that would be the end of it; no obligations and no liabilities. That is just not so! Then follows a full page of further provisions, commencing with—

> (o) that on the cessation or determination of any lease, license or easement granted hereunder by the State to the Company or (except as otherwise agreed by the Minister) . . .

The words "except as otherwise agreed by the Minister" could mean anything; we do not know. So it is idle for the Minister to say that the matter is in our hands and that if we fail to ratify the agreement it is terminated and there are no obligations and no liabilities. I repeat that that is just not so, because there is so much provision here for "except as otherwise agreed by the Minister." Unless we have the assurance that nothing has been agreed upon and there are no contractual obligations of any kind, we cannot accept that situation.

It is desirable, as far as possible, that Parliament should remain in control of the agreement. I can do nothing about the agreement, because Parliament will pass that, but we should have the right to know what alterations, if any, are made to this agreement subsequent to its being passed so that they shall come back here, and we should have the opportunity of saying whether we agree to them or not.

It must be borne in mind that this contract we are making is on the basis of the existing agreement and not on the basis of any alterations that are made in the future. So if it becomes necessary to make any alterations in the future the Government should be able to bring them back here so that we can look at them and have the chance to approve or otherwise. Therefore, I move an amendment—

> Page 2, line 9—Insert after the word "ratified" the words "subject to such alterations as Parliament may from time to time approve."

Mr. COURT: I oppose the amendment, as would be expected by the Leader of the Opposition. He wants us to depart from an established system relating to variations clauses which is now accepted within Australia and in other countries so far as the financing and the operating of our agreements are concerned. There is nothing I can say or do that can go beyond what the agreement provides in respect of the variations clauses which this Government, anyhow, has always used with responsibility, and bearing in mind that they are not as wide open as the Leader of the Opposition would have us believe. In fact, they are subject to a very clearcut statement in the agreement as to why and how they can be used.

The main burden of the speech made by the Leader of the Opposition related to the contractual position in a state of affairs where the agreement was not ratified; and, quite frankly, the words he uttered were just words and words. Either he is trying to create a wrong impression or he has a complete misunderstanding of the position.

Mr. Tonkin: You read it.

Mr. COURT: No, the Leader of the Opposition can read it. The honourable member merely placed emphasis on the wrong place to suit his own convenience. The fact of the matter is that, after ratification, these are provisions that no sensible lawyer, acting on behalf of any client, would want to have in the agreement, because, almost without exception, they are against the company to ensure that it does such things as leave the site in good order. Therefore, these are the sorts of provision we have to have in the agreement.

The company would expect to pay its arrears of rentals and other costs it had incurred. In the course of the agreement this is something it will do. It would only be under the most extraordinary conditions that it would not comply with these provisions. Subclause (n) of clause 10 of the agreement, appearing on page 33 of the Bill, has been inserted to protect the State, and if the Leader of the Opposition thinks that is a bad thing, I give up.

We have protected ourselves against any arrears of charges; we have protected ourselves in regard to the plant which, if the necessity arose, we might want for any other purpose. In regard to the plant, we have protected ourselves so that we might

buy it, and then only at a fair and reasonable valuation. For the life of me I cannot understand why the Leader of the Opposition sees all these gremlins under every bush. We have these agreements functioning smoothly, and whatever Government is in office could interpret this provision in the agreement quite sensibly. I oppose the amendment.

Mr. TONKIN: The Minister, of course, did not deal with the amendment on its merits, and, with respect, I say that for most of the time he was speaking out of order.

Mr. Court: He was answering your comments in Committee.

Mr. TONKIN: The amendment before the Committee is whether certain words ought to be inserted. Those words require that any alterations to the agreement should be brought to Parliament, and I submit the only discussion which is relevant at this stage is whether those words ought to be added, and if it is decided they should not be added, then the reasons should be stated. The amendment did not allow any scope to discuss the matters which I raised before I moved the amendment.

I do not blame you, Mr. Chairman, for that, and I do not blame the Minister for being able to get away with it, but he was enabled to talk out most of his time without giving any reason why Parliament should not have an opportunity of scrutinising any proposed variation in the agreement. What is the argument against that? After it has passed an agreement, why should not Parliament be advised of any amendments which the Government wants to make and which were not approved originally?

It cannot be argued that we would not have persuaded the company to become interested if we did not agree to the alterations. The only argument would be that the agreement has to be brought before us in this form to enable the State to get this industry. However, that is no argument as to why, if it becomes desirable in the future to make some variations, Parliament should not be acquainted with the variations and the reasons for making them.

The Minister will not face up to that. He wants bureaucracy to prevail. He wants the Executive to do what it likes behind the back of Parliament. I say it is making fools of members of Parliament to ask them to agree to something knowing full well that it can be altered in any particular subsequently, and that members will have to accept any alterations without the opportunity of expressing an opinion on them. If that is democracy it is of a very strange type that has been developed under this Government.

My proposition is that the Government should go away with this agreement and allow the company to proceed. If in the course of the next few years whilst the feasibility study is proceeding it becomes desirable to make alterations to the existing agreement, then before they are made the Government should say, "We propose to alter the agreement which has been ratified. These are the alterations and these are the reasons why they should be made." The Government should let Parliament decide whether or not the alterations ought to be agreed to.

The Minister will not risk that, because he fears Parliament might turn them down and might exercise the right of Parliament in a democratic country to refuse to follow the path of the Executive. For that reason the Government has sewn up the position, so that when the agreement is ratified in that form it is open to the Government to make all kinds of variations without any obligation to give any explanation or to give Parliament the opportunity of saying whether it does or does not agree. If we are prepared to agree to that sort of thing we will accept anything.

All that this amendment does is to establish the rights of Parliament as being superior to those of the Executive. In the agreement we see all along the line the words "unless the Minister agrees otherwise" or "as agreed to by the Minister." How do we know what the Minister will agree to, or the reasons why he agrees? We will have some safeguard if we say that after the Government goes away with this agreement, before any alterations can be made to it we have to be advised and we have to be given the opportunity to express our opinion on the proposed alterations. That is not asking for anything unreasonable.

If this were a dictatorship we would have to accept the agreement and we would have to do what we were told. Thank goodness we have not reached such a stage. People outside believe that we in Parliament are in control of the situation. It is my firm opinion that if any member were to talk to people outside and were to tell them we are placed in the situation where the Government can have an agreement ratified and make any alterations it likes afterwards, and then deny Parliament the opportunity or right to say whether or not it agrees, the people outside would not believe us.

Mr. Court: Have you had a talk to your friend Mr. Reece about this principle?

Mr. TONKIN: I am talking to the Minister for Industrial Development.

Mr. Court: He happens to be of your political persuasion.

Mr. TONKIN: I have no opportunity to influence the Parliament of Tasmania. I am pointing out that it is in the interests of members of Parliament and of democratic government that a sham should not be made of democracy. How can it be said that Parliament is in control of a situation in which members have to ratify

an agreement which is already signed, sealed and delivered, knowing full well that when the agreement leaves this place they will have lost all further control over it? The agreement can be altered at will and in a way which will bind future Governments. Without Parliament having a say at all on the alterations, the Executive can alter the agreement in such a way as to make future Governments responsible for observing the alterations. I am not prepared to accept that situation at all.

Any member who is prepared to accept such a situation abdicates his responsibilities as an elected member in a democratic form of government. Instead of going into details of what happens upon the cancellation of the agreement, I expected the Minister to give reasons as to why it is wrong to let Parliament have a say; but he did not make any attempt to do that. One can understand the reason, because it would be pretty difficult to find in a democratic country a valid reason against my proposal.

Queensland does not hesitate to apply my proposition. Any alterations to agreements are made by Orders-in-Council. These must be laid upon the Table of the House—the Legislative Assembly—and they can be disallowed by that House. Surely that is the right way to do these things. However, in Western Australia that cannot be done at the present time, because in the view of the Government it is too risky. It fears that Parliament might exercise its prerogative, even though my proposal does not involve a single clause in the agreement. It will only apply to alterations which are to be ratified. We are not allowed to do that, and we are asked to leave these matters in the hands of the Executive. If we do that we will not know what is going on and we will have no opportunity to do anything in this connection. I trust the Committee will agree to the amendment.

Amendment put and a division taken with the following result:—

Ayes—20

Mr. Bateman	Mr. Jamieson
Mr. Bertram	Mr. Jones
Mr. Bickerton	Mr. Lapham
Mr. Brady	Mr. May
Mr. H. D. Evans	Mr. McIver
Mr. T. D. Evans	Mr. Norton
Mr. Fletcher	Mr. Sewell
Mr. Graham	Mr. Toms
Mr. Hall	Mr. Tonkin
Mr. Harman	Mr. Davies
	(Teller)

Noes—22

Mr. Bovell	Mr. Kitney
Mr. Brand	Mr. Lewis
Mr. Burt	Mr. McPharlin
Mr. Cash	Mr. Mensaros
Mr. Court	Mr. Nalder
Mr. Craig	Mr. O'Neil
Mr. Dunn	Mr. Runciman
Mr. Gayfer	Mr. Rushton
Mr. Grayden	Mr. Stewart
Dr. Henn	Mr. Williams
Mr. Hutchinson	Mr. I. W. Manning
	(Teller)

Pairs

Ayes	Noes
Mr. Burke	Mr. Mitchell
Mr. Taylor	Mr. Ridge
Mr. Moir	Mr. O'Connor

Amendment thus negatived.

Mr. TONKIN: The Minister, when speaking earlier, said that subclause (2) did not set aside every law of the State. Subclause (2) reads as follows:—

> Notwithstanding any other Act or law the Agreement shall, subject to its provisions, be carried out and take effect as though those provisions had been expressly enacted in this Act.

You, Mr. Chairman, are used to studying Statutes and Bills. Therefore, I ask you: Do you think that subclause has the effect of setting aside every law of the State when it becomes necessary to implement the provisions of this agreement? To me, the words, "Notwithstanding any other Act or law" can mean only one thing: that it does not matter what Act or law is in the road, this agreement is paramount and, to the extent necessary, any other law or Act is set aside.

If the Minister can read into those words any other meaning, I would be pleased to hear it. It seems to me that under that provision it is possible to set aside the Inspection of Machinery Act; and this is very vital for the safety of the men who work with machinery. The way I see it is this: if action were proposed to be taken under the Inspection of Machinery Act because the company was not complying with the requirements, then the point could be taken by the company that that Act has been set aside so far as its operations are concerned and does not apply.

I object to a situation like that. I say it cannot be justified. I am not suggesting the company would want to take advantage of a situation like that, but we should not make it possible.

If it becomes necessary to set Acts aside, I believe the only way to do it is to stipulate the particular sections of those Acts and the reasons why they are to be set aside so the agreement can be operated. We should not just push them all aside and say, "Irrespective of anything which is on the Statute book in Western Australia, this agreement is paramount, and where it conflicts with any Statutes, then the Statutes are invalid." I object very strongly to that provision.

I do not want to take the step of wiping it out altogether, because I acknowledge that it becomes necessary in connection with some Statutes or some parts of Statutes to meet a special situation. If we wiped this provision out altogether, it would mean that where any law conflicted with the agreement, the agreement could not operate. I do not want that, but I strongly object to the wiping out of all laws. I think we ought to know where we are going in this matter and I would like

to hear from the Minister what he is prepared to say in justification of this provision.

Mr. COURT: The Leader of the Opposition weaves a thread around this as though he has got onto something new. The provision is not new, and what the Leader of the Opposition says is not correct. Subclause (2) means exactly what it says.

Mr. Tonkin: That is what I said.

Mr. COURT: It says—

> Notwithstanding any other Act or law the Agreement shall,—

Those are the crucial words. Continuing—

> —subject to its provisions, be carried out and take effect as though those provisions had been expressly enacted in this Act.

If those words are not included, we do not make it clear that the provisions of the agreement can be implemented by the Government of the day. There have been very express alterations of the laws where particular sections have been nominated, but this subclause is apparently essential in order to make certain the agreement can, in effect, be put into operation. The provision does not ride roughshod over every law. The agreement is subject to the laws of this State.

Mr. Tonkin: Why insert this provision in the agreement when it is not in others?

Mr. COURT: Because the legal people have made it clear this provision should be inserted to tidy up the agreement. Off the cuff, I cannot recall whether any other agreements—

Mr. Tonkin: In others you have mentioned the Mining Act and the Land Act.

Mr. COURT: In other agreements we have mentioned specific Acts, such as the Land Act and the Mining Act.

Mr. Tonkin: That is what I am saying. Why do you want to set aside all the Acts?

Mr. COURT: Only in so far as it is necessary for the operation of the agreement.

Mr. Tonkin: Of course.

Mr. COURT: I make the point that this is not an all-embracing provision that rides roughshod over, say, the Inspection of Machinery Act and the Factories and Shops Act, but it is a necessary provision to make the agreement effective.

I must confess to the Leader of the Opposition that when I first saw this provision in a Bill I raised the same query and it was pointed out to me that it did not have the interpretation placed upon it by the honourable member; it was purely to enable an agreement to be operative—the conditions of the agreement and the terms of the agreement. Surely that is what we seek to do now.

Mr. TONKIN: What this really means, without any attempt to exaggerate the situation at all, is that the agreement is made so that it will not be subject to any other Act at all in any particular.

Mr. Court: That is not true.

Mr. TONKIN: Oh yes, it is. That is what it says.

Mr. Court: Only subject to the provisions of the agreement.

Mr. TONKIN: The agreement; which is that the clauses of provisions of the agreement shall in every case be superior to any law of the State. That is what it says and that is what it means; or, put another way, if the enforcement of any law in the State makes it impossible for this agreement to be fully implemented then, to the extent necessary, that law or Statute is put aside. That is what it means.

Mr. Court: It is to enable the agreement to be operated.

Mr. TONKIN: I know what it is to enable. It is to enable the agreement to be carried out.

Mr. Court: That is what every other State has had to do.

Mr. TONKIN: I am objecting to the fact that to enable the Government and the company to carry out this agreement it is necessary to provide that every law of the State shall, if necessary, be overridden. I think that is a ridiculous situation for a democratic Parliament to be in, more especially as it has no control over any alterations which may be made to the agreement.

We might be quite content to say that, having regard to all the provisions we have read in the agreement as it stands, we know the extent to which it may be necessary to set the Statutes aside; but we must not lose sight of the fact that it is possible to alter this agreement and make other provisions and that those other provisions over which we have no control will also be paramount to every law of the State.

What a preposterous situation to be in! Alterations of which we have no knowledge and over which we will have no control and of which we need not necessarily be advised are to be superior to the laws of the State—any of them and all of them—to the extent necessary for the implementation of such alterations. Dear, oh dear! If we were to accept a situation like that we would agree to anything.

Surely members can appreciate why we are here. We are not here to rubber-stamp everything the Government brings along because we are told that it is desirable or necessary, or that unless we do so we will not be able to get an industry here. We are expected to preserve the rights which have been won for us after hard battles. We have a responsibility to the

people who elect us, as well as to the Government.

I again strongly protest against this. I know the Government has the numbers and can therefore carry what it wants in this connection; but that does not prevent me from saying what I think about this situation, which is one we all ought to deplore.

Mr. COURT: I feel very sad that the Leader of the Opposition is prepared to try to mislead members, and particularly some of the newer members.

Mr. Tonkin: They can read English, surely.

Mr. Graham: Not those over there.

Mr. COURT: The situation he tried to represent is not the correct situation at all, and I would not like members in this Chamber to be deceived.

Mr. Tonkin: You tell us the correct situation.

Mr. COURT: The situation is that so far as is necessary for this agreement to be operated, the laws are deemed to be amended. We are not unique in doing this. Without this provision the agreement could not function. It would not be possible to raise money on it. People must know the agreement means what it says. It does not set aside all sorts of laws.

If what the Leader of the Opposition said was carried to its logical conclusion it would mean this Bill would upset the laws concerning banking and a host of other things; but it has no relationship to them at all. Unless specifically mentioned, all laws must be abided by in the normal course of events.

This is not a peculiar State, because other States follow the same practice. In Tasmania, where a sense of responsibility has been displayed in the desire to get industry—

Mr. Tonkin: Isn't the same sense shown in Queensland?

Mr. COURT:—and Mr. Fagan works jolly hard to get industry for Tasmania—this is what it has in its agreement. Clause 1 is that the agreement is approved. Clause 2 reads:—

> Notwithstanding any other law the agreement and the leasing—

Tasmania has gone that far. To continue—

> —when granted have effect as if the provisions thereof were expressly enacted in this Act.

Tasmania goes further in its legislation and states that in respect of any future laws which are amended, the company's liability cannot be increased unless it agrees in writing to accept the additional liability.

Mr. Tonkin: You have said that too.

Mr. COURT: Tasmania has included that despite the fact it is just as anxious as we are to attract development. That Government takes a realistic view. Governments come and go and for that reason we must have sensible machinery so that the day-to-day operations can work.

This is all it means and I invite the attention of the Leader of the Opposition and other members to the fact that when major amendments to agreements have been involved they have been—despite what the Leader of the Opposition has said—brought to Parliament. This has been done with regard to the amendments involving Western Aluminium, Mount Newman, and Hamersley. This is done because of the variations clause.

The variations clause allows us to go so far for the common sense administration of the agreements, but no further. That is why amendments have been submitted to Parliament and that is my understanding of it, and the Government's understanding of it. The Leader of the Opposition is trying to make too much out of too little in respect of this particular clause.

Mr. TONKIN: I have no intention of delaying the Committee, but I would like an undertaking from the Government. Would it be prepared to supply to Parliament the alterations which have been made to the various agreements ratified from time to time in connection with these various companies?

Mr. COURT: I can only repeat what I have said. Where there have been any major alterations of principle in these agreements, those alterations have been brought to Parliament. The Leader of the Opposition knows that.

Mr. Tonkin: Can't you answer the question?

Mr. COURT: It is the Government's intention to continue to do this. As far as everyday administration matters are concerned, my answer would be "No," because it would be completely foolish and childish. I know the Premier so well, having worked with him for 10 years, to know he would not allow any nonsense of the type the Leader of the Opposition suggests. People reading the speeches of the Leader of the Opposition will get a fair indication of the treatment they would get from negotiations with him if he were in office.

Mr. TONKIN: Mr. Chairman—

The CHAIRMAN: Order! The Leader of the Opposition has no further right to speak on this.

Mr. TONKIN: Under what Standing Order?

The CHAIRMAN: Under Standing Order 164 there is a limit to the number of times an honourable member may speak.

Mr. TONKIN: Would you read it please?

The CHAIRMAN: Certainly. It is Standing Order 164 and reads as follows:—

> The maximum period for which a Member may speak on any subject indicated in this Standing Order shall

not exceed the period specified opposite to that subject in the following schedule:—

Under "Clauses in the Bills" it is set out that a Member may speak for two periods of 10 minutes after the first occasion of 15 minutes. The Leader of the Opposition has spoken three times on this particular subject and I cannot allow any further discussion.

Mr. TONKIN: That Standing Order limits my discussion to three occasions?

The CHAIRMAN: That is correct.

Mr. TONKIN: I bow to your ruling.

Mr. JAMIESON: I do not think it is an unreasonable request by the Leader of the Opposition to have such matters tabled. Surely Parliament, having approved the original agreement, is entitled to know what is going on in subsequent amendments. Surely, from time to time, the Government in its own interest, should table such amendments so that everyone will know exactly what the situation is with the company at any specific time.

If the Government is not prepared to do this it would look as though it had something to hide. I would suggest that the Minister is being completely unreasonable in denying this to Parliament. As the Minister said, Governments come and Governments go, and surely it is to the interest of the Opposition to know when any amendments have been made to agreements agreed to by Parliament. This information could be tabled. I do not say that it should be debated any further, but at least it would be made public, as is the original agreement. Surely this will not frighten away any of the companies referred to by the Minister by having the agreements publicised. If this were the case they would not want the original agreements made public. I do not see that the request is unreasonable.

Clause put and passed.

Clause 4 put and passed.

Schedule put and passed.

Title put and passed.

Report

Bill reported, without amendment, and the report adopted.

BILLS (3): RECEIPT AND FIRST READING

1. Mining Act Amendment Bill, 1969.
2. Inspection of Machinery Act Amendment Bill.
3. Mines and Machinery Inspection Act Repeal Bill.

Bills received from the Council; and, on motions by Mr. Bovell (Minister for Lands), read a first time.

House adjourned at 9.47 p.m.

Legislative Council

Wednesday, the 16th April, 1969

The PRESIDENT (The Hon. L. C. Diver) took the Chair at 4.30 p.m., and read prayers.

QUESTIONS (4): ON NOTICE

GUN LICENSES

Investigation

1. The Hon. G. E. D. BRAND asked the Minister for Justice:

   Will the Minister investigate the situation regarding gun licenses, with a view to recalling licenses from holders who own a gun purely for amusement, and thus lessen the terrific amount of vandalism caused by itinerant shooters on weekends and holidays?

   The Hon. A. F. GRIFFITH replied:

   Firearm licenses are not issued to persons purely for amusement. Each applicant is required to satisfy the police as to his reason for requiring the license. What would be regarded as satisfactory reasons are: Sporting activities, destruction of vermin on farming or pastoral properties, professional kangaroo shooting, and membership of pistol, gun, or rifle clubs.

DUST NUISANCE

Redress to Householders

2. The Hon. G. E. D. BRAND asked the Minister for Mines:

   What redress has a house owner whose house is situated on a freehold block, when a mining company creates a great dust nuisance during operations?

   The Hon. A. F. GRIFFITH replied:

   The application of the common law.

KIMBERLEY RESEARCH STATION

Establishment and Cost

3. The Hon. H. C. STRICKLAND asked the Minister for Mines:

   (1) In what year was the idea for the establishment of the Kimberley Research Station referred to the Rural Reconstruction Commission?

   (2) Who were the members of the Commonwealth Rural Reconstruction Commission from 1943 to 1945?