he has any hope now? Of course he has not! If the Minister had tried to lower the property qualification for men and had placed everyone on an equal footing as I am trying to do with my amendment, I think the Bill would have been passed. However, with this absurd idea of providing for 100,000 women and 5,000 men, what possible chance has the Minister of getting the Bill through?

The Minister for Justice: I am doubtful if your amendment is relevant to the Bill.

Hon. A. V. R. ABBOTT: If the Speaker rules that it is irrelevant, that is all right, but I am trying to help the Minister with his ill-conceived Bill, which he knows has little chance of passing through Parliament. Does he think that Parliament is going to agree to 100,000 women and 5,000 men being eligible to sit on juries? Of course it cannot! Why does not the Minister take steps to lower the qualification respecting £50 in real estate and £150 personal estate? Why does not he even things up?

The Minister for Justice: This Bill does not deal with that.

Hon. A. V. R. ABBOTT: Why not? The Minister is dealing with jurors. The Minister has not dealt with that aspect because this is purely a propaganda Bill. Unless my amendments are carried, this measure will have little chance of being placed on the statute book. I support the second reading.

On motion by Hon. J. B. Sleeman, debate adjourned.

House adjourned at 8.34 p.m.

Legislative Council

Wednesday, 14th September, 1955.

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

QUESTIONS.

POISON 1080.

Effect on Humans and Conditions of Availability.

Hon. H. L. ROCHE asked the Minister for the North-West:

(1) Will he give some further consideration to the extravagant proposals of the Agriculture Protection Board for the use of 1080 special bait for rabbit destruction?

(2) Is he aware that in the world's medical literature there are only four cases of human poisoning with rabbit 1080; and that, of these, three recovered?

(3) Is he aware that the following figures are correct for the minimum single lethal dose for adults of the following poisons:—

Arsenic, 100 milligrams;
Strychnine, 100 milligrams;
Parathion, 125 milligrams;
Cyanide, 200 milligrams;
1080, 465 milligrams?

(4) Is he aware that it would need 1¾ lb. of oats used as special bait 1080 to kill a human being?

(5) Is he aware that it is a physical impossibility for a human being to swallow 1¾ lb. of oats?

(6) Is he aware that 1080 special bait is freely available to approved landholders in South Australia?

(7) Will he give consideration to approving the release of 1080 special bait for rabbit destruction under the same conditions as those under which it is released to landholders in South Australia?

The MINISTER replied:

(1) The matter is receiving consideration. The costs of the Western Australian scheme to farmers are much lower than those of the South Australian scheme.

(2) An American authority recently stated there had been 22 deaths in the U.S.A.

(3) Authoritative estimates of the M.L.D. of 1080 for human beings vary greatly. Some are as low as 72 milligrams, and they range up to the figure of 465 milligrams quoted.

(4) This figure might possibly be as low as 1 lb. of bait.

(5) It appears to be most unlikely for such a quantity to be swallowed.

(6) Yes. At £4 19s. 0d. for a 25 lb. tin of oats.

(7) Answered in No. (1). Farmers, farmers' organisations and local authorities which have seen the Western Australian scheme in operation consider it preferable to the South Australian scheme.

RAILWAYS.

Canteen Service, Geraldton.

Hon. L. A. LOGAN asked the Chief Secretary:

(1) If the Railway Department starts a canteen service in Geraldton, will—

(a) the full economic rent of the premises;

(b) the salaries/wages of all the staff;

(c) the railway freight as applicable to other business in the town;

(d) all other overhead and incidental expenses;

be a charge against the canteen service?

(2) What type of goods will be stocked?

(3) What percentage of profit will be added to cost of goods?

(4) Will the Government, through the Transport Board, give the Geraldton traders a permit to operate their own transport system?

(5) Is he aware that the opening of a canteen service in Geraldton will result in unemployment among other unionists?

The CHIEF SECRETARY replied:

(1), (2) and (3) As the hon. member has previously been advised, the Railway Department has no intention of starting a canteen service at Geraldton.

(4) No.

(5) No.

MOTION—WAR SERVICE LAND SETTLEMENT SCHEME ACT.

To Disallow Improvement and Appeal Regulations.

HON. J. McI. THOMSON (South) [4.36]: I move—

> That regulations Nos. 18, 19 and 24 made under the War Service Land Settlement Scheme Act, 1954, published in the "Government Gazette" on the 4th February, 1955, and laid on the Table of the House on the 9th August, 1955, be and are hereby disallowed.

I move for the rejection of these regulations because we cannot amend regulations that are submitted to Parliament, and to secure their disallowance is the only way members have of remedying something that appears to be amiss; to clarify their meaning; or to modify those that are too drastic in application. We all appreciate the necessity for the various regulations that are drawn up from time to time, but we would be far more appreciative if they were embodied in the measures to which they have reference; and I am sure that the public would be just as appreciative.

Regulation No. 18 appears at page 213 of the "Government Gazette" of the 4th February, 1955, and it is most difficult to follow. If for no other reason, it should be disallowed because of its lack of clarity. If members can understand it after I have read it and put upon it the interpretation which is intended, I will be pleased to hear what they have to say.

Hon. L. Craig: You will explain it to us, will you?

Hon. J. McI. THOMSON: I will endeavour to do so. The regulation reads as follows:—

> All buildings, fences and other permanent improvements, on a holding shall be kept in good and tenantable order and condition by the lessee, in accordance with the terms of the lease of the holding, and the Minister or his authorised agent may at any time enter upon a holding to ascertain if the conditions of this regulation are being performed and observed may cancel the lease and forfeit the holding.

The Minister for the North-West: You have missed some.

Hon. J. McI. THOMSON: Is this according to what the Minister has?

The Minister for the North-West: No.

Hon. J. McI. THOMSON: I am reading from the regulations that were laid on the Table of the House.

The Minister for the North-West: I think you have omitted some words.

Hon. J. McI. THOMSON: No. The Minister will see that it is hard to make sense out of what I read. The regulation does not allow for reasonable wear and tear which is always understood, and is included in documents of this nature. Many settlers consider this is too drastic, because they have no right of appeal to an independent tribunal against any capricious decision given against them by a responsible officer of the board. On occasions some settlers could quite easily earn the disfavour of some such responsible officer and have a detrimental decision given against him.

Hon. C. W. D. Barker: Do you think that happens?

Hon. J. McI. THOMSON: It can happen and it does happen. We have to make sure that we write into the regulations the right of appeal in case it should be required. Human nature being what it is, a capricious decision could be given, and it could seriously affect the individual concerned. It is most desirable to have a provision that settlers shall have the right of appeal to an independent tribunal. At present they have not got that right.

Hon. G. Bennetts: Any member for the district could surely take it up with the Minister.

Hon. J. McI. THOMSON: Possibly the Minister would give a sympathetic hearing, but I am afraid he could do nothing more.

It will be seen by Section 24 that the position suggested by Mr. Bennetts does not arise, because no matter what decision is reached by the two Governments—the State and the Commonwealth—the individual need not be referred to. Irrespective of personal appeals by members of Parliament on behalf of settlers, these are the things that determine and govern the war service land settlement scheme. The individuals have no right of appeal, and that is something we should look into.

Regulation No. 19 deals with structural improvements. There is no complaint about sub-regulation (1) but sub-regulation (2) states—

> Until the full amount of purchase money has been paid by the lessee and on any default in payment of rent or any instalment of purchase moneys, the holding and all improvements thereon, as well as any purchase money that may have been paid by the lessee may be forfeited to the Minister.

That is the provision that is causing concern to the settlers under this scheme. Under this regulation the Minister could repossess in case of default. Even if a settler had a 90 per cent. equity in the property, the Minister could repossess without payment of compensation.

Hon. L. Craig: Only for the amount of the debt.

Hon. J. McI. THOMSON: That is not so.

Hon. L. Craig: It is common law.

Hon. J. McI. THOMSON: That is where the conflict comes in. It is necessary to clarify the position. The purchaser of goods, under a hire-purchase agreement, is protected to the extent of his equity in the event of repossession, but that is not the case under this regulation, according to the interpretation that has been put upon it. Therefore some alteration should be made.

Prior to May, 1951, there was no provision, with regard to hire-purchase agreements, for any equity to revert to the individual; up to that time the equity became the property of the vendor if he repossessed. At that time Parliament realised the unfairness of the position to the individuals who purchased goods under hire purchase, and it attempted to remedy this apparent injustice by passing a Bill enabling a valuation to be made of the goods or chattels on the day they were repossessed, and the difference between what was paid and what was still due was credited or debited to the hirer.

If that provision was clearly included in sub-regulation (2) of regulation No. 19, the settlers under this scheme would feel much happier, because they would be satisfied that if they had an equity of 90 per cent., they would not be forced to lose that which they had already paid. That is what is worrying them. In 1931, Parliament saw fit to give protection to the individual against the vendor, and it is only reasonable now that we should afford similar protection to the settlers under the war service land settlement scheme.

I sincerely trust that the Minister will go into this matter more fully and that he will see the force of my arguments. These people view these parts of the regulations with very grave concern because of the threat that hangs over them and because they have no right of appeal. That right of appeal to a competent authority should be provided so that a position can be determined on its merits.

Hon. L. Craig: Who has the authority to forfeit the block?

Hon. J. McI. THOMSON: The man would forfeit the block to the War Service Land Settlement Board.

Hon. L. Craig: Who would make the decision that the block had to be forfeited?

The Minister for the North-West: The Minister.

Hon. J. McI. THOMSON: According to the regulations—

Hon. L. Craig: Who has the authority to give the decision that a block shall be forfeited?

Hon. J. McI. THOMSON: The board or the Minister, I understand.

The Minister for the North-West: An appeal board is provided for.

Hon. J. McI. THOMSON: In the regulations?

The Minister for the North-West: In the one that you want to take out.

Hon. J. McI. THOMSON: That is so, and I will deal with it now. There is an appeal board; but when one reads the regulations, one notices that the settler has no say whatever. If the State and Commonwealth Governments agree not to refer the matter to the settler, or to listen to his complaints, he has no say. I ask members, what sort of an appeal board is that?

Hon. L. Craig: Somebody has to say that the block shall be forfeited. Who is that authority?

Hon. J. McI. THOMSON: The State Minister in conjunction with the Commonwealth Minister.

Hon. L. A. Logan: The appeal board can hear only what the Commonwealth and State Governments refer to it.

Hon. J. McI. THOMSON: That is so, and that is what is worrying all the settlers.

Hon. C. W. D. Barker: If a person does not look after his house he is evicted.

Hon. J. McI. THOMSON: Even a tenant has the right of appeal to a court.

Hon. C. W. D. Barker: In regard to rent.

Hon. J. McI. THOMSON: Yes; and does not the hon. member think the same thing necessary in these cases?

Hon. C. W. D. Barker: Surely somebody must pay for it if a man does not look after his property!

Hon. J. McI. THOMSON: The Minister mentioned the appeal board. Let me give this illustration: Suppose two people appeal to the local court, and the plaintiff loses his case, and the defendant is awarded damages of £50 or £100. In such a case there is the right of appeal to a higher court, and the plaintiff can apply and be heard in the Supreme Court. But under regulation No. 24, unless the State and Commonwealth Governments agree to listen to a person's complaint, nothing can be done. Where is his chance of getting a hearing?

Such a position is not right, and it is at the discretion and pleasure of the two Governments whether the individual will be heard or not. That is not in the interests of British justice; and these regulations need a close scrutiny with a view to rectifying apparent wrongs and to ensuring that individuals are given a hearing, if the occasion demands it, and the justice to which they are entitled. It is clear to me, and to many others vitally concerned, that the settlers have no protection under regulation No. 24.

Hon. C. W. D Barker: What chance would we have of forcing the Commonwealth Government to do something?

On motion by Hon. N. E. Baxter, debate adjourned.

MOTION—ROAD DISTRICTS ACT.

To Disallow Petrol Pumps By-laws.

Debate resumed from the previous day on the following motion by Hon. L. A. Logan:—

> That amendments to Road Districts (Petrol Pumps) By-laws, 1934, made by the Department of Local Government under the Road Districts Act, 1919-1951, published in the "Government Gazette" on the 27th May, 1955, and laid on the Table of the House on the 9th August, 1955, be and are hereby disallowed.

HON. J. G. HISLOP (Metropolitan) [4.57]: I feel inclined to vote with the Government on this matter because, while I believe in free enterprise and that one should not restrict business, I do not think it is good for numbers of service stations to be close together, and all looking for the same business since one service station can be almost directly opposite the other and this could lead to a good deal of ill feeling unless both businesses were lucrative.

I doubt very much whether this class of business would be lucrative to many, and I have made inquiries about it in the last few days. One man, who has a good deal of business acumen, told me that it has taken him 18 months or more to build up his business to 1,000 gallons of petrol a week, and on that figure he can barely make the basic wage, with some odd extras from the service station.

If this sort of competitive business with low rewards is to be permitted in almost every town, it will not be in the interests of the community generally. Therefore, until I can hear something which will cause me to change my mind, I intend to vote with the Government.

On motion by Hon. C. H. Simpson, debate adjourned.

BILL—RENTS AND TENANCIES EMERGENCY PROVISIONS ACT AMENDMENT.

In Committee.

Resumed from the previous day. Hon. W. R. Hall in the Chair; the Chief Secretary in charge of the Bill.

Clause 2—Section 4 amended:

The CHAIRMAN: Progress was reported on Clause 2 to which Hon. H. K. Watson had moved the following amendment:—

> That all words after the word "by" in line 12, page 2, be struck out and the following inserted in lieu:—
>
> > inserting after the word "premises" in line 11 in the interpretation "lease", the passage in brackets:—"(not being an arrangement or contract for the use of lodgings)".

The CHIEF SECRETARY: I reported progress in order to get some clarification of "lodgings." I must admit, however, that I am as far advanced as I was last night; indeed I am more befogged, because nobody has been able to give a definition of "lodgings." I have here a volume entitled "Words and Phrases—Judicially Defined." The only portion which is applicable is as follows:—

> Upon the whole I think the proviso only applies to a dwelling-house wholly let out in apartments or lodgings.

That is the only definition of "lodgings."

Hon. C. H. Simpson: Is that a standard work of reference?

The CHIEF SECRETARY: Yes.

Hon. L. Craig: Does it say "wholly let?"

The CHIEF SECRETARY: Yes, it says "wholly let out in apartments or lodgings." This seems to be something that has exercised the minds of great judicial authorities and no one has given a very clear explanation of the word "lodgings." Since the great legal brains of England

and Australia have not been able to give a definition I certainly would not attempt to do so. It has been suggested that we could overcome the difficulty by stipulating the number of meals that could be provided.

Hon. L. Craig: You could set out the definition of "lodging" in the Bill, and it would apply for that purpose.

The CHIEF SECRETARY: I do not know what to put in that would define it.

Hon. H. K. Watson: It is very difficult.

The CHIEF SECRETARY: A suggestion was made that it could be defined as a lodging-house where rooms were let and not less than three meals were provided.

Hon. H. Hearn: Per day?

The CHIEF SECRETARY: Yes.

Hon. H. Hearn: That is a boarding-house.

The CHIEF SECRETARY: Since there is no true definition, we could put in one to suit our own purpose. We realise that there is great difficulty in relation to this matter, because if a definition in respect to a meal is given, it will be possible for people to contract themselves out of the Act.

Hon. J. G. Hislop: Why not forget "lodgers" and use the words "letting of rooms"?

The CHIEF SECRETARY: The word "lodger" is not used; the word that is used is "lodgings." The interpretation given by Mr. Heenan was a good one. He said that lodgings only referred to rooms; but unless there were some further stipulation concerning domestic services and meals, people would get around it by supplying a tray with a cup of tea. I will not move an amendment at this stage, because I wish to hear the views of other members in order to arrive at a provision which would be suitable. The suggestion was made to define it as rooms, with not less than three meals provided.

Hon. A. F. Griffith: If you do that, you will be in trouble.

The CHIEF SECRETARY: I admit there are pitfalls, and that is why I would like to hear the views of other members.

Hon. H. K. WATSON: I agree with the Chief Secretary that it is very difficult to define "lodger"; indeed there are two questions which it is most difficult to define; one is when an executor becomes a trustee; and the other the difference between a tenant and a lodger. In the former case, of the executor and trustee, one legal luminary suggested that the change takes place at dead of night. In relation to the tenant and the lodger I would refer members to the authority quoted by the Chief Secretary. In "Words and Phrases —Judicially Defined", we find the following set out—

> LODGER:
>
> What . . . is the difference between the modes of occupying a room as a lodger, or as a householder? To occupy the room as a lodger, you must lodge in another man's house. There cannot be an exhaustive definition of what will make a man a lodger, but the matter has been considered very much in three cases . . . In those cases, the distinction was made to turn upon the ownership of the key of the outer door. In one case the owner of the house had the key of the outer door, and he resided in the house (Pitts v. Smedley (supra)):—Held, that a person who occupied the rooms in that house was a lodger with him. In another of those cases, the owner had let part of the house, reserving no actual control over it, and he did not keep for himself the key of the outer door (Score V. Huggett (1845), 7 Man. & G. 95):—Held, that the person occupying the part of the house occupied it as a householder and not as a lodger. And the third was a case where the owner had the key of the outer door, but the person who occupied part of the house had a key also (Wansey v. Perkins, 7 Man. & G. 151):—Held, that such person was a lodger. Bradley v. Baylis 1881), 8 Q.B.D. 195, C.A., per Brett, L.J., at pp. 234, 235.
>
> It is difficult to define that difference between a tenant and a lodger; but probably it may be said with accuracy that where the landlord himself resides in the house the other inmates are lodgers because they submit themselves to his control; but where the landlord does not reside in the house, or where he occupies a separate set of rooms in the basement, or where the house is divided into separate and independent dwellings . . . the separate occupation exists which is necessary to constitute a tenancy. Ancketill v. Baylis 1882), 10 Q.B.D. 577, per Hannen, P., at p. 586.

In the light of that authority, and as the Chief Secretary has said, it would not be possible to find a satisfactory definition that would fulfil the desires of this Committee. A person occupying rooms as a tenant is already covered by the Act, because he is a tenant and not a lodger. But when it comes to the question of one being a lodger and not a tenant I think we must face up to it and say we cannot reasonably or practically bring that person within the meaning of the Act. In so far as people occupy rooms and are tenants, they are covered by the Act and the rent inspector deals with such cases. But as it relates to lodgers, the only thing to do is to leave the Act as it stands. It would not be possible to conveniently bring them in without bringing in all

the other persons, such as lodgers in boarding-houses, coffee palaces, private hotels, and so on.

Hon. L. CRAIG: We will get somewhere if we set out to do what we want to do. We must ask ourselves: Where is the excessive charge or exploitation taking place? We know there are some unfortunate people who are being charged more than they should be for the occupation of part of a house. Everyone agrees that something should be done to protect those people. It would be sufficient for the purposes of the Act to put into this Bill an interpretation of "lodger." It might not comply with the interpretations given in the cases quoted, but it would define a lodger for the purposes of the Act.

To my mind people who are being overcharged are those who occupy a room only and have no other amenities provided. Then there are those who occupy a room and have some amenities available to them, such as the use of a gas-ring in the kitchen—maybe a woman with a child—and in some cases they are being excessively charged. The third class are those who occupy a room or part of a room and are provided with tea and toast or breakfast. These three categories cover practically all the people we are out to protect. They are the ones who need protection.

Hon. H. K. Watson: Are you thinking of private hotels in the city?

Hon. L. CRAIG: They should have nothing to fear. The Derward is doubtless run on proper lines, and patrons know what they are doing. We need not worry about them. I believe that the people who are doing wrong are women who have rented rather large old houses having 12, 15 or 20 rooms, paying £20 a week and letting rooms at £3 each. I understand they are the worst offenders. If we provided that a lodger is a person who occupies a room and has use of a kitchen or is supplied with nothing more than one meal, I think we would cover practically everyone who is being exploited today. At any rate, if it did not go the whole way, it would be going part of the way, and experience would show whether such a decision was successful. We have to start somewhere, and my proposal will cover nearly all the people we have in mind.

Hon. E. M. HEENAN: We know what we are trying to achieve, and I have a suggestion that might meet the situation. We are dealing with the definition of "lease," which at present does not include the people we have in mind. My suggestion might not be perfection, but I should like members to consider substituting the following words for the ones proposed—

> and includes a contract or arrangement whereby a room is or rooms are let for the use of lodgers and distinct from cases where the contract or arrangement includes the supply of at least two meals a day.

Hon. L. Craig: One would come within it and two would not?

Hon. E. M. HEENAN: It amounts to this: If I took a room and received breakfast, I would be protected; but if two meals or more were supplied, I would be outside the scope of the Act. Thus the proposal would embrace cases where a room was let either without meals or with one meal being supplied. If more than one meal were supplied, there would be no protection.

Hon. R. F. HUTCHISON: I should like to know what protection lodgers have now, seeing that the protection they had was removed from the Act last year. How will they be protected in the future?

The CHIEF SECRETARY: The manner in which we can provide protection will be by including it in the measure. If lodgers are brought in, they will receive protection similar to that being extended to other people.

Hon. H. K. WATSON: That answer goes to show the absurdity of the proposal, because many city places would be brought within the scope of the Act. There is one place in the city where 100 beds are provided, mainly for farmers, and the service there is bed and breakfast. That place is booked up from now until January next. It is an old-established and respectable business. The point is that a time-table has been laid out till January next, and yet under the proposal an inmate would have to be given 28 days' notice. He could also go to the court and get protection for three months, which would completely disorganise the business.

For all practical purposes, that place is similar to a hotel, the difference being that it has not a licence, and it is essential for those conducting the business to have absolute control over it. If a room were let for three days, the occupant should know that he must leave at the end of that time because somebody else had booked the room.

Hon. L. Craig: That would only be in the event of an excessive rent being charged.

Hon. H. K. WATSON: Regardless of the rent being charged, it is a matter of having control and being able to turn out a patron at the end of his time. Somebody might book a room for three days and then declare that he was going to remain in occupation, although the room would have been booked for another patron after the three days.

Hon. L. Craig: Cannot we come to that later on?

Hon. H. K. WATSON: Mrs. Hutchison might be able to give us some information on this matter. Until last night the general impression was that the boarding-house keeper was the worst racketeer.

The Chief Secretary: The lodging-house keeper.

Hon. H. K. WATSON: Yes. I refuse to believe that the ordinary citizen who lets a room to a single person or a married couple is fleecing them. I do not believe that Mrs. Jones of Subiaco who lets a room is offending in this way, but she would be covered by the provision and would have no control. Thus we would defeat our object because, if such places are to be subject to rent and eviction control, they will cease taking people in, and a flood of notices to quit will be given to people who today are quite happy. Thus we would be getting out of the frying-pan into the fire. The owner of the house must have a right to eject an undesirable lodger at 24 hours' notice. Let us understand where we are heading.

Hon. C. H. SIMPSON: This clause bearing on Section 4 of the Act is resulting in two points of view: One, that the wording in the Bill expresses the Government's desire to bring lodgers under the jurisdiction of the rent inspector; and the amendment to exempt lodgers in the belief that Section 4 gives the inspector adequate power. The feeling of the Committee was sympathetic towards those people who rented rooms on the basis suggested by Mr. Craig and perhaps paid excessive charges. Those lodgers deserve protection.

I think a proviso should be inserted exempting the small householder and I feel that a definition such as Mr. Heenan suggested—it could be altered slightly by a proviso—could be worked out to exempt the small householder who makes accommodation available to two or three tenants or lodgers, or less. As I said last night, many householders have a horror of their privacy or rights as householders being interfered with; and unless they are entirely free from interference and are able to eject an unsatisfactory lodger, they will not be prepared to make accommodation available, and in that way a handy contribution to the solution of the housing problem could be lost.

Hon. G. BENNETTS: Mr. Watson referred to private hotels and hostels, of which there are several in Perth, run on lines similar to those of hotels except that there is no liquor on the premises. Such places should not be subject to this control. Those who patronise these establishments usually book up weeks ahead for a stay extending perhaps over only two or three nights, and so these places should remain outside the control. Mr. Watson mentioned half a house being sublet to another person. I know of an owner who thought he had a good couple coming in to occupy half his house, but at the end of the first week they had a barrel of beer there and threw a party, and all sorts of things happened. An owner should not have to put up with behaviour of that kind on the part of a tenant, and so I do not think the home-owner in such circumstances should be controlled.

Last year, in the Victoria Park area, a friend of mine rented half a house from another person; and, after the first fortnight or three weeks, the rent was raised by 30s. a week, thus imposing considerable hardship on the individual concerned. That is the sort of exploitation that should be prevented. I heard of a flat in Perth which had been rented for a considerable period at £4 10s. per week. When it became vacant, an extra bed was installed and the flat was let to three business girls for £2 5s. per week each, or £6 15s. in all, whereas I think the rent should have remained the same. I believe Mr. Heenan's suggestion would cover the position.

Hon. C. W. D. BARKER: I feel that Mr. Heenan's reasoning is sound and that the fears that have been expressed are unfounded. Most people letting rooms in houses charge a fair rent, but those who do not should come under a provision such as this. I believe that few of the tenants who get bed and breakfast would wish to stay 28 days, as most of the hostels and private hotels are patronised by people down from the country or travelling through. If one engages a room for three nights, that is a contract.

Hon. H. Hearn: If they are protected, they can stay on. You cannot contract out of an Act.

Hon. C. W. D. BARKER: When would that arise?

Hon. H. Hearn: Often.

Hon. C. W. D. BARKER: Rot! We have been offered a solution, and now some members are conjuring up difficulties. I think we should accept Mr. Heenan's proposition, which covers the position fully and sensibly. Instances were quoted the other evening of people renting homes and, by letting two or three rooms, getting a sufficient return to pay the entire rent; and in such cases the tenants should be protected. Of course, it should be possible to evict tenants who are undesirable because they hold rowdy parties or anything of that nature.

Hon. H. HEARN: I realise the difficulty of finding a suitable definition, but I do not think Mr. Watson and Mr. Simpson are dealing with realities. It is my privilege to see many men in the factories with which I am connected, and I am acquainted with a number of the experiences that have befallen them in going into rooms or parts of houses. Notwithstanding what has been said of those who run businesses of this kind, I do not think it would be difficult to get a definition to

exclude them. We must ensure that those who let rooms or half-houses are controlled as to the charges they make. I believe Mr. Simpson is wrong, and that most of the people now letting rooms are doing so solely on account of the financial assistance it affords them.

Hon. C. H. Simpson: I can give you the names of a dozen people who will not let rooms if there is to be any interference.

Hon. H. HEARN: The difficulty is in regard to those people who let one or two rooms or half a house and make an outrageous charge, and that is what we desire to eliminate. If necessary, I think the Chief Secretary should agree to report progress again in order to consider whether the suggestions that have been made could be given practical application in solving the difficulty.

Hon. R. F. HUTCHISON: I doubt whether any member in this House understands what he is talking about—

Hon. H. Hearn: No, only you!

Hon. R. F. HUTCHISON: The damage was done last year when the rents and tenancies legislation was thrown out. Since then, there has been no protection for the people who are being subjected to exorbitant charges. I agree that the greatest racket is going on where private homes are being let. The apartment-houses in the city are always open to inspection by the rent inspectors. During the war, those running such establishments had to keep books, with a record of everything. They are under the supervision of the health authorities and must pay £1 1s. per year to the City Council and be registered as apartment-house keepers.

I agree that everyone should be protected by 28 days' notice as people now find it almost impossible to secure alternative accommodation, especially people with children. Of course, married couples with children, who are desperate to find accommodation, will pay whatever is asked of them, if it is at all possible to do so; and then, if they appeal to the rent inspector to have the rent fixed or lowered, they are given notice and put out. That is why I say 28 days' notice should be provided.

We cannot fix prices when we are dealing with food that is provided, because the prices of foodstuffs rise and fall so much. All protection has gone from the mothers and wives and children who really need it. They can be charged anything; and if they appeal, they are put out. That is going on every day, and every hour of the day. I do not know why there is all the fuss about lodgers and hostels. Where are we when we have not any prices fixed?

I do not think anyone knows the true definition of a lodger. He is one who is booked in to an apartment-house for six days in a week. The definition of a lodging-house is that it shall contain six beds or more. If a person is conducting a house with a fewer number of beds he can charge whatever rent he likes for the rooms.

Hon. J. G. HISLOP: Despite the lucid explanation given by the previous speaker, I think we might get back to the Bill. What we are trying to do is to protect those people who are paying exorbitant rents for rooms.

Hon. R. F. Hutchison: How are you trying to protect them?

Hon. J. G. HISLOP: What has already been said here and repeated today has confirmed the impression that I had in my mind. I ascertained that the whole aspect of one district was changing in that the houses were being let in rooms, and it was very seldom that one could obtain a room in that area for less than £3 a week. I believe the total rent of the house would be covered by the rent obtained from less than two rooms. Therefore, the profit being made by such people is extremely high.

The whole answer to the story is not to involve those people who take in large numbers of lodgers and conduct such premises as a business. There are two alternatives. One is to add a proviso to Mr. Heenan's amendment which states that the premises in which a room or rooms are let should not conform to the requirements observed by a boarding-house keeper as defined under the Health Act. This would mean that if more than six rooms were let the premises would become a boarding-house and the Health Department would have control over it.

One of the problems in bringing under this legislation such people as Mr. Watson and I have referred to was made evident during the war years, when rents were fixed and the owners of premises could not improve them because they were not making sufficient profit, with the result that the properties got into a bad state of repair. However, on the particular property that we have been discussing, thousands of pounds have lately been spent with the result that it is one of the best lodging-houses within the city limits. If we were to bring such places under controls again we would limit their profit. The same deterioration of the premises would occur, and such a state of affairs with lodgings and accommodation provided in the city is to be deplored. All of us who debated the rent control Bill previously have read of what occurred in Paris where rent control operated for many years. One of the objects of this Bill is to liberate those people who are rendering a service by conducting lodging-houses.

I was told this morning that the greatest offenders are the newcomers to this country, one of whom will rent a house and, before long, charge about a dozen other New Australians exorbitant prices

for the rooms within that house. It is in such cases that protection is required under the Bill. We should not only fix the rent for these rooms, but should also give the room tenants some security of tenure after the rent inspector has made his determination. However, whatever we do to protect these people, we should not take away from the landlord his common right to evict a tenant who is objectionable in his house.

I wonder whether we are only fiddling with this question by debating this clause, which is apparently impossible to amend. Perhaps we should start de novo and tell the Crown Law authorities what we want in the Act or, if necessary, refuse to pass this clause and bring in a Bill that provides what we require.

The CHIEF SECRETARY: I do not know how far we have progressed. All this clause seeks to do is to put these lodging-houses under the provisions of the Act. Down through the years it was thought that they came under the heading of "part premises"; but, in fact, it was found that there was a doubt, and to remove that doubt the word "lodging" was inserted in this clause, which deals with a lease.

Hon. C. H. Simpson: Has that ever been decided in court?

The CHIEF SECRETARY: I do not know, because quite often when a person is brought to court and there is a doubt whether he has protection under the Act, nothing further eventuates. The Crown Law Department is of the opinion that using these words in connection with a lease will bring those places under the Act. Members should have no fear that people will be persecuted. We have not an army of inspectors; nor do we wish to appoint a great number of them; but we would deal with the cases reported to the department. I know that during the debate many members have had a fear that individuals who made some special arrangement to let a person have a room would have the sanctity of their home broken.

Hon. H. K. Watson: We acted without fear when we were told that the rent inspector would not invade flats, but that provision did not altogether work.

The CHIEF SECRETARY: No; that is not right. It was always intended that flats would be covered by the Act.

Hon. H. K. Watson: Yes, under the Act, but not under the rent inspector.

The CHIEF SECRETARY: We wanted certain powers to inspect flats. I have never heard of any complaints about the rent inspector going out of his way to harass people who have flats.

Hon. A. F. Griffith: How many rent inspectors are there?

The CHIEF SECRETARY: Actually there is one, and possibly two.

Hon. A. F. Griffith: He would not have much time to interfere with private individuals.

The CHIEF SECRETARY: He would have no time to interfere with any cases other than those reported. All the clause seeks to do is to widen the definition of a lease to ensure that lodging-houses will come within the provisions of the Act. Will members be prepared to leave the Bill as it is?

Hon. H. K. Watson: How about leaving the Act as it is?

The CHIEF SECRETARY: This clause would not have been inserted in the Bill if the Act were dealing satisfactorily with this problem; but it is not. To refresh the memory of members, these are the reasons I gave for the clause during my second reading speech—

> This would seem to cover lodging-houses as well as apartment-houses, but it has been argued that lodgers are not lessees within the meaning of the Act, despite the terms of the definition. In any event, the Crown Law Department doubts whether lodging-houses are covered by the existing provision.

The notes then go on to mention that at one time the question was dealt with under the Prices Control Act.

Hon. H. K. Watson: Well, leave them under the prices control legislation. Mr. Hearn could then let rooms and sell furniture under it.

The CHIEF SECRETARY: I would not be game to take a risk on what the hon. member suggests. At present this doubt exists, and all we require by the clause is to remove the doubt.

Hon. H. K. Watson: That is not the way to legislate.

The CHIEF SECRETARY: We have to legislate that way when we are in such an awkward position. All that is suggested by the clause is that the definition of a lease be widened to include lodging-houses. The question of the definition is entirely another matter.

Hon. H. Hearn: Yes; but it helps us to make up our minds on the question.

The CHIEF SECRETARY: I was going to say that members want to be sure that, when they widen the definition of a lease, they know how it is to be applied. That is the hurdle we are baulking at. I would suggest that having heard the views of various members I could report progress on this clause—

Hon. H. K. Watson: Do not report progress, but merely postpone the clause.

The CHIEF SECRETARY: I did not mean to say that I would report progress but that I would postpone the clause to enable us to deal with the rest of the Bill; and before it is finalised, we may be able

to draft something in regard to this clause that will meet the wishes of the hon. member.

The CHAIRMAN: The amendment will have to be withdrawn before the clause can be postponed.

Hon. H. K. WATSON: To facilitate the postponing of the clause, I ask leave to temporarily withdraw my amendment.

Amendment, by leave, withdrawn.

On motion by the Chief Secretary, clause postponed.

Clause 3—Section 5 amended:

Hon. H. K. WATSON: I ask this Chamber to vote against the clause. The Act was amended last year to provide that leases for a term exceeding three years should be outside the scope of the Act, for the very good reason that reliance could be placed on the contracting parties to use their commonsense and business acumen. It was felt that on the one hand the tenant would obtain security of tenure; and on the other, the landlord would obtain a satisfactory rent agreed to by the tenant. This clause seeks to modify the existing provision to the extent that it will ultimately be ineffective. It is imperative that no action should be taken to interfere with the existing provision.

The CHIEF SECRETARY: I ask members to agree to the clause. One of the methods originally adopted by landlords to take themselves outside of the Act was to insist on leases of 12 months or more. Last year, when the term of leases was extended to three years to bring them outside of the Act, many landlords insisted on three-year leases.

Hon. H. Hearn: Mostly for business premises.

The CHIEF SECRETARY: No. There were many private residences in this category.

Hon. H. Hearn: I cannot believe that tenants will rent dwellings for three years at impossible rentals.

The CHIEF SECRETARY: This takes place in respect of many flats, and prospective tenants cannot get them unless they sign leases for three years. The main object was to bring those leases outside of the Act. That is the reason why the Bill seeks to delete the three-year period. A number of cases were reported where landlords charged excessive rentals and prosecutions were considered; but subsequently the landlords produced three-year leases and the prosecutions had to be abandoned.

Hon H. K. Watson: No one is obliged to take a three-year lease.

The CHIEF SECRETARY: Not in ordinary circumstances.

Hon. L. Craig: The housing position is better today than it was before the war.

The CHIEF SECRETARY: It is; but it has not reached the stage where people have the choice of locality.

Hon. L. Craig: Some have a choice.

The CHIEF SECRETARY: A very limited choice.

Hon. L. Craig: Not so bad that tenants have to take three-year leases.

The CHIEF SECRETARY: In many cases they have to.

Hon. J. Murray: How many landlords today insist on three-year leases?

The CHIEF SECRETARY: If the hon. member tries to rent a flat he will be lucky to get one without signing a three-year lease.

Hon. J. Murray: Not long ago I signed a lease with a firm which has 900 tenants. All the leases were for two years only.

The CHIEF SECRETARY: I would not doubt that statement; but it is our experience that the three-year lease is being used by landlords to keep them outside of the Act. There can be no objection to this clause if landlords are treating their tenants rightly; if they are happy with their tenants, they need have no fear of the clause. This provision is designed to prevent abuses. With the three-year period included in the Act, a loophole is given to landlords who desire to dodge the Act.

Hon. L. Craig: We cannot legislate for rare cases.

The CHIEF SECRETARY: Those are not rare cases. Quite a large number come under that heading.

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

Ayes	9
Noes	12
Majority against	3

Ayes.

Hon. G. Bennetts	Hon. H. C. Strickland
Hon. G. Fraser	Hon. J. D. Teahan
Hon. J. J. Garrigan	Hon. W. F. Willesee
Hon. E. M. Heenan	Hon. E. M. Davies
Hon. R. F. Hutchison	*(Teller.)*

Noes.

Hon. N. E. Baxter	Hon. L. A. Logan
Hon. L. Craig	Hon. J. Murray
Hon. L. C. Diver	Hon. C. H. Simpson
Hon. Sir Frank Gibson	Hon. J. Mcl. Thomson
Hon. H. Hearn	Hon. H. K. Watson
Hon. J. G. Hislop	Hon. A. F. Griffith
	(Teller.)

Pairs.

Ayes.	Noes.
Hon. F. R. H. Lavery	Hon. Sir Chas. Latham
Hon. C. W. D. Barker	Hon. A. R. Jones

Clause thus negatived.

Clause 4—Section 13 amended:

The CHIEF SECRETARY: I move an amendment—

That paragraph (a) be struck out and the following inserted in lieu:—

(a) by deleting the passage, "(and before the thirty-first day of August, one thousand nine hundred and fifty-five)" in lines three and four of the proviso to paragraph (b) of subsection (1);

(b) by adding after the word, "fifty-four" being the last word in the proviso to paragraph (b) of subsection (1) the passage, "which amount shall, unless the contrary is proved, be deemed to be the amount of rent being charged in fact at the twenty-eighth day of April, one thousand nine hundred and fifty-four."

The object is to insert into the Bill the clause as originally presented. When the Minister in another place agreed to the amendment in respect of this clause, he intimated that he was doing so from his own point of view. It was understood that the amendment was not being accepted by the Government. He stated that it was possible that in this Chamber I would be moving an amendment to insert the original clause. His anticipation was correct.

Sitting suspended from 6.15 to 7.30 p.m.

The CHIEF SECRETARY: The idea behind this amendment is to prevent a landlord from obtaining a higher rent than was obtainable at the 28th April, 1954. Last year certain coverage was included in the Act to the 31st August of this year. That time has expired. Associated with this Act is the question of the lawful rent to be charged. Originally all rentals were based on the 1939 figure; and it is intended by the amendment to transfer the date from 1939 to the 28th April, 1954, because difficulty is experienced in proving the standard rental when it is necessary to go back for a period of 16 years. This provision was in the Bill as it was introduced in the Assembly; and the department tells me that unless it is restored, there will be no chance of any successful prosecutions for excessive rentals. So the desire is to carry the date from 1939 to April, 1954.

Hon. L. Craig: That is when rent control was abolished.

The CHIEF SECRETARY: Yes.

Hon. L. Craig: Some people were getting high rents and some low. It would not work evenly.

The CHIEF SECRETARY: I think it would.

Hon. L. Craig: The old houses were getting a low rent and the new houses were getting a high rent.

The CHIEF SECRETARY: Yes; but we feel it is much more satisfactory to have the date fixed at April, 1954, than to have to prove the standard rent of 1939. I think members will agree that the standard at April, 1954, was a pretty fair one.

Hon. L. Craig: But it was so uneven.

The CHIEF SECRETARY: If the Bill remains as it is, we will not prevent persons evicting tenants with the idea of getting increased rentals.

Hon. H. K. Watson: Yes, we will!

The CHIEF SECRETARY: My department says we will not. If the Bill remains as it is, the department will have no possible chance of launching successful prosecutions in respect of excessive rentals.

Hon. H. Hearn: Why?

The CHIEF SECRETARY: Because it will not be possible to prove the standard rental of 1939.

Hon. H. K. Watson: It has nothing to do with the standard rent.

The CHIEF SECRETARY: In rent legislation a particular date has always been set down. The date in this instance has been 1939, and we want it to be made 1954. The hon. member desires it to go on from month to month. If that is done, what will happen? We will have what we have had in the past—a great rise in rents—and that is what we want to prevent.

Hon. H. K. WATSON: I ask the Committee to vote against the amendment, principally on the question of drafting; because so far as the substance of the existing proviso and the proviso in the Bill are concerned, the Chief Secretary and I are quite agreed. But the proviso which is the subject of discussion has nothing to do with the 1939 standard rent or the April, 1954, standard rent.

Let me remind the Committee that the real purpose of the proviso is nothing more than to stop an owner from evicting a tenant for the purpose of obtaining an increased rent. We said that if a landlord evicted a tenant, he should not get more rent than he had been receiving, except by going to the court. In that case, I would say that whether the eviction took place now or in two or three years' time, the critical rent would be the rent which the old tenant was paying at the time he was given notice to quit. The lawful rent he would be paying at that time would be the rent agreed upon by himself and the landlord or the rent fixed by the Court. There is no room for argument. That is the lawful rent, and there should be no difficulty in establishing what it is.

It will be remembered that when the proviso was inserted in the Act last year, it was really a cover, and was not intended

to be permanent. It was a cover for the period during which the changeover was taking place. There were members who contended that the moment control was lifted, everyone would be given notice to quit. So we agreed to establish a cover for a period of 12 months, during which time a landlord would not be able to evict a tenant and charge a new tenant a higher rent than he had been receiving. We specified the 28th April because that was the changeover date. But the principle was that whatever rent had been paid by the old tenant was the rent that should be charged to the new tenant, unless the court determined otherwise.

Hon. H. L. Roche: What is the objection to the Minister's proposal?

Hon. H. K. WATSON: One of the objections to the amendment is that it is contemplated that the Bill shall become a permanent measure; that the Act shall stand on the statute book for all time. Let us consider what may happen in the year 1994. A landlord gives his tenant notice to quit. Logically the rent that he should charge a new tenant is the rent that he was getting from the old tenant in 1994. But by this proposal the landlord would not be able to charge the incoming tenant a higher rent than he had been getting in 1954.

Hon. H. L. Roche: Except with the permission of the court.

Hon. H. K. WATSON: The whole sum and substance of the proviso is that a landlord should receive from an incoming tenant whatever rent he was receiving before he gave the old tenant notice to quit. A man should not have to go to the court if he is going to collect the same rent. Everyone today is obtaining a rent higher than he was receiving in 1954, but the rent he is getting is the lawful rent. If I have a man in my house today at a lawful rent which is higher than the rent in 1954, and I evict that man, why should I not be able to take in another tenant at the same rent without going to the court?

Hon. H. L. Roche: How could the rent be higher in 1954?

Hon. H. K. WATSON: By agreement between the tenant and landlord. I submit that the clause in the Bill is much to be preferred to the amendment. It is clearer and much more practical, and still maintains the essence and substance of what the Chief Secretary wants.

The CHIEF SECRETARY: I was rather surprised that the hon. member was so extravagant as to mention 1994, and to say that the rent charged would be based on that of 1954. Is the hon. member not aware that every session amendments to Acts are submitted with a view to bringing them up to date? The amendment proposed was part of the original Bill and by it we are attempting to transfer the basis from 1939 to 1954.

Hon. H. K. Watson: It has nothing to do with 1939.

The CHIEF SECRETARY: Every year amendments are made to Acts to bring them up to date. The hon. member will allow a person who has received an unlawful rent to receive an unlawful rent in the future.

Hon. H. K. Watson: No.

The CHIEF SECRETARY: That is the fact. There is no need to mention 1994.

Hon. H. K. Watson: That is the correct illustration to test it by.

The CHIEF SECRETARY: A wonderful illustration!

Hon. H. K. Watson: You are putting it in an Act to last until 1994.

The CHIEF SECRETARY: I would say that 95 per cent. of our Acts are of a permanent nature, but not many of them are in the same state today as they were five years ago; and the same practice will apply in the future as has applied in the past. It is extravagant to introduce a note of that description.

Hon. H. K. Watson: You test a point by an extreme illustration.

Hon. L. CRAIG: If we accept the Minister's amendment, it will mean that a landlord, on giving a tenant notice, will not be able to accept anything like as much rent from the new tenant as he was getting at the time of giving notice. After the controls were lifted, the rents of many places were increased because they had been too low. This will mean that if the landlord evicts tenant A, who is paying £4 a week, he will have to accept tenant B at £3 a week unless he goes to the court, and the court agrees to the £4 a week. If he evicts a tenant, surely he is entitled to get from his next tenant a rent equal to that which was charged at the time of eviction!

There are many reasons why a tenant may be evicted. He may be unsatisfactory. I had figures submitted to me concerning 900 tenants, out of which there were 10 evictions; and of those 10, eight were evicted for being unsatisfactory tenants—for neglecting and abusing the premises in which they lived. Only two of the evictions had anything to do with rents at all. It is desirable that a landlord should have the right to evict some tenants; and to say that the new tenants should not be charged the same rent, is foolish.

Hon. H. K. WATSON: If the Chief Secretary feels there is anything in this proviso which will enable a man who is charging an unlawful rent to continue charging that unlawful rent, I am prepared to meet him on that point. If he thinks the words "or the amount of rent which was in fact charged" appearing in lines 5 and 6 on page 3 should be deleted, I will be prepared to move accordingly.

The CHIEF SECRETARY: I think that would improve the Bill as it stands now.

Hon. H. Hearn: But it is not what you want.

The CHIEF SECRETARY: That is so. I want the other provision; but if I cannot get it, I would like this one.

Hon. H. L. Roche: You had better take it.

The CHIEF SECRETARY: One must recognise when one is in a tight corner.

The Minister for the North-West: A hopeless one.

The CHIEF SECRETARY: Yes. If I persevere with my amendment I know what the ultimate result will be, and then I will not be in a position to move this.

Hon. H. K. Watson: You could use that sweet reasonableness you talk about.

The CHIEF SECRETARY: The unfortunate part is, I have too much of it. I had better choose the lesser of two evils. So I ask leave to withdraw my amendment with the idea of moving the other.

Amendment, by leave, withdrawn.

The CHIEF SECRETARY: I move an amendment—

> That the words "or the amount of rent which was in fact charged", in lines 5 and 6, page 3, be struck out.

Amendment put and passed; the clause, as amended, agreed to.

Clause 5—Section 20B amended:

Hon. H. K. WATSON: I move an amendment—

> That paragraph (a) be struck out.

This refers to the principle, which has obtained since 1950, that any tenancy first entered into after 1950 shall be outside the provisions of the Act relating to evictions. Since 1950 the law has been that there is no restriction on notices for eviction with respect to tenancies entered into after 1950. The ordinary common law prevails. That has been the position for five years. The provision was introduced at the instigation and upon the motion of the present Minister for Housing. There is no reason why at this late stage we should vary this principle, which has been in existence for five years.

The CHIEF SECRETARY: I hope the Committee will not agree to the amendment. We have found that 28 days is little enough notice to give a person in order to enable him to find other premises. The seven days that operates in the cases since 1950 is altogether too short. If members had had dealings with people who had received notice of eviction, they would agree that it is impossible today to find other accommodation within seven days. For the sake of uniformity alone, why not have the 28 days in all cases of notice of eviction? Mr. Watson said the other provision had operated for five years. During that period we have had sufficient experience to show that the law is not meeting the situation.

Hon. H. K. Watson: It is; but you will persist in tinkering with it.

The CHIEF SECRETARY: I say, and I think there will be verification from many other members, that 28 days is actually not sufficient in which to find other accommodation. To make the period seven days will make the position almost impossible. The 28 days' notice has not resulted in any great hardship to people desiring to get their own premises.

Hon. L. Craig: But before the war there were none of these restrictions, and the housing position is better now than it was then.

The CHIEF SECRETARY: Before the war there was not the acute accommodation position that there is today.

Hon. L. Craig: On the Minister's own figures, it is better now than it was before the war.

The CHIEF SECRETARY: Of course a record number of houses is being built; but that is because for five years during the war we did not build a house in this State.

Hon. L. Craig: But the housing position in relation to population is better now than it was in 1939.

The CHIEF SECRETARY: As I have often said, anything can be proved with figures. Within 100 yards of my home there are not fewer than four premises with one person in each. Before the war there were four or five people in each of those premises. That is because the families have died off. That shows what can happen in regard to statisticians' figures. The hon. member cannot use them to prove that housing today is better than it was before the war. That the figures today might show that there are only three or four persons to every house, does not mean a thing.

Hon. H. Hearn: Then you should correct the statement of your Minister for Housing.

The CHIEF SECRTARY: No; this has nothing to do with his statement. All we are asking is that the notice to quit shall be 28 days. A person could be in a house for five years and the landlord could come along and say, "Seven days' notice."

Hon. H. K. Watson: The precise terms on which he went into the house.

The CHIEF SECRETARY: That may be so. Many people went into houses before the war when, I believe, seven days was the usual notice. In ordinary times that would possibly be all right, but I defy any hon. member here to find accommodation within seven days.

Hon. L. Craig: How often is this seven days used? I have never heard of its being used.

The CHIEF SECRETARY: It has been used in all cases since 1950.

Hon. L. Craig: With regard to unsatisfactory tenants only.

The CHIEF SECRETARY: No. There is provision for the unsatisfactory tenant.

Hon. H. Hearn: He is talking about custom and not law.

The CHIEF SECRETARY: I know a number of people who have had eviction notices, and 28 days has not been sufficient for them to find other accommodation. If we leave the position as it is, it will only aggravate the problem. We are not asking for much. The owner does not have to prove his case before the court.

Hon. H. K. Watson: You are suggesting that he also has to prove his case before the court.

The CHIEF SECRETARY: The owner does not have to prove his case before the court; whereas, at one time, he did have to do that before he could get an eviction order. Is not 28 days' notice reasonable? Members who have had dealings in this class of business know that seven days is not sufficient for a person to find other accommodation. I think we should make the position uniform and have 28 days' notice in all cases.

Hon. N. E. BAXTER: It is rather strange to hear the Chief Secretary say that seven days is not sufficient for a person to obtain other accommodation. Perhaps that might be so if, at the end of the seven days, the tenant quit the premises. But the fact that an owner has given a tenant notice to quit does not mean that the tenant will get out at the end of that time. When a tenant sticks in his toes, the owner must get an eviction order, through the court; and the Minister knows how long that takes. If we increase the time to 28 days, it could extend to three months.

Hon. H. L. Roche: Are there many cases of that type?

Hon. N. E. BAXTER: I think the Minister is trying to paint a dismal picture of the whole position. Not many people these days are given seven days' notice.

The Chief Secretary: Then why not make it uniform and adopt the 28 days?

Hon. N. E. BAXTER: The seven days' notice should be there to cover the bad tenant. If the period is extended, it will increase the time it takes to evict an undesirable tenant. When a person buys a house and wants to take possession, why should he have to wait three months before he can move in? That is likely to happen if we adopt the provision for 28 days' notice. It is ridiculous for the Government to suggest it and for the Minister to support the proposition.

Hon. C. W. D. BARKER: The way I look at it is this: On the one hand we seek to give the occupier of a house some protection, and on the other we are trying to give protection to the owner of a property, and allow him control over it.

Hon. N. E. Baxter: Where is the control we are giving him?

Hon. C. W. D. BARKER: Can anyone say that we are protecting a tenant when we allow him only seven days in which to get out of a house? I do not know how it would be possible to find alternative accommodation within seven days. I could not do it, and I am no different to anyone else.

Hon. E. M. Davies: You could become a lodger.

Hon. C. W. D. BARKER: It is not asking too much to ask for 28 days' notice, because that would give a tenant a fair chance to look around and find alternative accommodation. If tenants have been in homes for some time—

Hon. L. Craig: It does not apply to them.

Hon. C. W. D. BARKER: —they cannot be bad tenants; otherwise, the landlord would have had them evicted before. Mr. Baxter asked about the position of a person who bought a house and wanted possession immediately. Is it right that that buyer should be able to make his tenant suffer by evicting him on to the street after seven days?

Hon. G. Bennetts: What if he had a family of children?

Hon. C. W. D. BARKER: I feel strongly about this, and I am sincere about it.

Hon. H. Hearn: Are you not sincere about other things?

Hon. C. W. D. BARKER: I would not like to be thrown on to the street after seven days' notice. It is not easy to get a house these days. I have asked members here who own lots of homes to find me premises, and they have not been able to do so. Knowing members of this Chamber as I do, I am sure they would not like to have to try to find alternative accommodation within seven days. If a tenant sticks in his toes, what difference will that make? There is no tenant who is so bad that he has to be evicted immediately; otherwise, he would have been pushed out long ago, when the legislation was amended last year. To ask for 28 days' notice is only reasonable and humane.

Hon. G. Bennetts: A person could not get a carrier within seven days.

Hon. C. W. D. BARKER: No; it is not reasonable. It is not often that I get up and plead with members to do something reasonable and decent. If they insist on seven days only, it will not be reasonable or decent. How would you, Mr. Baxter,

like to have to get out after a week's notice and find alternative accommodation?

The CHAIRMAN: I must ask the hon. member to address the Chair.

Hon. C. W. D. BARKER: How would you, Mr. Chairman, like to try to find alternative accommodation in seven days?

The CHAIRMAN: I ask the hon. member to address the Chair.

Hon. C. W. D. BARKER: I thought I was doing so.

The CHAIRMAN: Order! I do not think the hon. member was doing that.

Hon. C. W. D. BARKER: I hope the Committee will see reason in this instance.

Hon. F. R. H. LAVERY: When I spoke to the second reading last night, I thought the feeling among members was that they wanted to put the rents and tenancies legislation on a reasonable basis, fair to both tenants and owners, even though in the past there has been opposition to most of the rents and tenancies legislation.

Hon. E. M. Davies: Did you not notice the barometer falling?

Hon. F. R. H. LAVERY: When we hear the Chief Secretary and Mr. Watson, who are the leaders for and against this legislation—

Hon. H. K. Watson: That is not so. I express my own opinion, and that is all.

Hon. F. R. H. LAVERY: I did not say it in a derogatory way; I thought I was eulogising Mr. Watson. We more or less sit and listen to those members discussing these questions; but I was dismayed to hear Mr. Baxter get up and state what can happen in seven days—

Hon. N. E. Baxter: I said outside the seven days.

Hon. F. R. H. LAVERY: —when the hon. member told us last night that there are 30 houses around the metropolitan area into which he can move. Seven days' notice would not worry him, but it would worry a tenant who had nowhere else to go. I could quote a case which occurred, though not in my own district. The man was living with a de facto wife and sold the house over his wife's head. The new owner gave the wife, who had three children, seven days' notice to quit, and I went to the bailiff to find out the position.

Hon. N. E. Baxter: Did she move out in the seven days? That is the question.

Hon. F. R. H. LAVERY: I am trying to tell the hon. member what happened, although probably he will not understand when I have finished. Although the woman had been given seven days' notice to move out, the law still had to take its course, but she had nowhere to go. She could not get assistance because it was a State Housing Commission home originally and, as she had been assisted once by the Housing Commission, it was not right that she should be assisted further while hundreds of others had received no help at all. The legal advice I received was that the new owner had to go through the normal course and, through a solicitor in Perth, he issued the woman with 28 days' notice to quit. The court gave her a further 15 days.

I ask Mr. Watson: What is the difference between seven days and 28 days? It is only quibbling because, no matter how we go about it, a tenant will not get out of a house until the owner has taken legal action. If 28 days' notice is given, the owner knows that the tenant can be got out within that time; but, although I do not always agree with Mr. Barker, I agree with him on this occasion that seven days' notice is not sufficient. It is not sufficient, decent or humane. It is wrong to ask a woman with a family, under present housing conditions, to leave a house within seven days. Although last night I painted a glowing picture of what the State Housing Commission had done over the last ten years, private enterprise has also done its share; and I feel that the Government intends to taper off in a reasonable and humane way the position that exists. In the circumstances, 28 days' notice is not too much to ask.

Hon. E. M. HEENAN: I think the amendment proposed by the Chief Secretary should appeal to the majority of members. There is not much left of the rents and tenancies legislation as it operated in the past. I think everyone realises that what were referred to as the obnoxious clauses have all gone, and not much protection is left for tenants. Actually, the Chief Secretary's amendment, which is in the Bill, is not asking for much, because tenancies which were in operation before the end of December, 1950, require a 28 days' notice. Tenancies entered into from that date require only seven days' notice. There is merit in the Chief Secretary's argument that there should be uniformity of notice. That is not asking much.

Another argument is that if a tenant is given seven days' notice, he does not have to get out at the end of that period, as was pointed out by Mr. Baxter. Some tenants will not get out until an order is obtained ejecting them. We are legislating for the majority of people, who are decent. If the owners of premises behave decently, and the tenants are decent, they will probably be given a warning before the formal 28 days' notice; and, if they require it, a week or two extra is usually granted in the average case where decent people are dealing with each other. Members will agree that seven days is very short notice, particularly in these times when the housing problem has not been solved in

spite of the thousands of houses that have been built. The population is increasing and is a jump ahead of the housing situation.

Hon. L. Craig: Seven days will be needed only for a bad tenant.

Hon. E. M. HEENAN: If seven days' notice is given and the tenant does not get out immediately, it means legal proceedings, which are costly; and these costs generally fall on the tenant. Some tenants do not deserve consideration; but there are a lot of decent tenants, and to suddenly give them seven days' notice and issue a summons on the eighth day and get a court order is, I think, playing the game a bit too hard at this stage.

Hon. N. E. Baxter: How long will it take to get a court order?

Hon. E. M. HEENAN: I think Mr. Baxter was right when he said it is not possible to get a court order immediately. On the other hand, the tenant has to pay rent, and there are other costs which are added to him. I would like to avoid application to the court at all, and I think 28 days' notice would do this in most cases. All tenants should be treated uniformly, and I think the amendment would achieve that purpose.

Hon. L. A. LOGAN: Under the Act, houses let prior to 1950 are exempt, while premises let since May, 1954, come within the provisions of the Act and the tenants must be given 28 days' notice or such longer period as the law decides. The Bill proposes to bring back into the Act those people who have been outside it in the last five years. The question I have to decide is whether it is good practice to bring back within the law something which has worked satisfactorily outside it; or whether, in view of the few cases that would be affected, it would not be just as well to let the Government have this amendment. I think we are haggling over a matter of ten cases within 12 months. It is not good government to bring back within the law something that has worked satisfactorily outside it; but I think we should be gracious and let the Government have what it wants on this occasion. We should have uniformity, and we will have an opportunity in 12 months' time to amend the Act.

Hon. G. BENNETTS: I agree that we should strive for uniformity. I am thinking of the people who have children and who are in the unfortunate position of having to seek accommodation. It would not be possible for any one of them to get alternative accommodation in seven days. I daresay we would be able to get accommodation sooner than folk with large families.

Hon. C. W. D. Barker: How would we?

Hon. G. BENNETTS: Because we would have two-unit families as against the larger family unit which would be seeking accommodation.

Hon. C. W. D. Barker: That does not apply to many of us. Some of us have large families.

Hon. G. BENNETTS: I do not think it applies to too many members. I know I had a fair issue. At one time I had nine of my family in my house; now they occupy eight houses. Let us have uniformity and provide for 28 days' notice to be given. That will allow people time to get a carrier and have their furniture and other belongings packed before shifting. I hope the Committee will accept the amendment.

Hon. A. F. GRIFFITH: Mr. Watson said that this provision was introduced by the present Minister for Housing in another place. I think that is correct, if my memory serves me rightly. I would like to ask what notice the State Housing Commission gives to its tenants?

Hon. H. K. Watson: It gives seven days.

Hon. A. F. GRIFFITH: We all know the State Housing Commission keeps well and truly outside the scope of these Acts, and that the rents charged under the Commonwealth-State rental scheme are not commensurate with what they should be.

Hon. E. M. Davies: What about the rebate system?

Hon. A. F. GRIFFITH: Do not put me off, because I am going to support the Government in this matter of 28 days' notice. But I want an opportunity to register my protest that when it suits the Minister for Housing for propaganda purposes we are told that the housing problem is almost solved. We were informed 12 months ago that if another 12 months were allowed to elapse then people would not have any difficulty in getting houses. That is for political propaganda.

Hon. E. M. Davies: I have heard that before.

Hon. A. F. GRIFFITH: And now we are asked to deal with this Bill, we find the situation is totally different; and we see from the propaganda put out for the purpose of assisting the Labour Party in supporting its political candidates that members of this House throw these Bills out. That is what I object to. They try to have a couple of shillings each way.

Hon. E. M. Davies: I object to that, too.

The CHAIRMAN: The hon. member should keep to the amendment before the Chair.

Hon. A. F. GRIFFITH: If the Government deals honestly with these matters it will get my support. Having registered my protest, I support the period of 28 days.

Hon. N. E. BAXTER: Some members have taken a completely erroneous view of this amendment. It deals with the property that belongs to people—personal property. During the last five years it has been necessary to give seven days' notice, but we are now providing for 28 days' notice to be given. People may have purchased property for the purpose of letting it. They may have been good landlords, and may be up against a tenant who turns out to be unsatisfactory. They purchase the property in the belief that they can give seven days' notice, and find that they must give 28 days' notice—which, in effect means three months before they can get the tenants out.

Hon. E. M. Heenan: At the worst it is a difference of only three weeks.

Hon. N. E. BAXTER: That is not so. If a tenant is given seven days' notice and he does not leave, it is necessary to get an eviction order. Members should see how quickly they can get that.

Hon. C. W. D. Barker: There will be only three weeks' difference in any case.

Hon. N. E. BAXTER: Let us take the case of a person who sells his home in the country and proceeds to the city. He buys a tenanted home in respect of which the owner has to give only seven days' notice. Under the contract of sale the owner promises to give the purchaser possession within 21 days Every day there are contracts signed in the city on that basis. If we introduce the 28 days' notice, what is the contract worth?

Hon. C. W. D. Barker: The difference is only three weeks.

Hon. N. E. BAXTER: The hon. member is trying to draw a red herring across the trail.

Hon. C. W. D. Barker: I am not; I am trying to show you what is reasonable.

Hon. N. E. BAXTER: It is unfair to confuse people who have invested their money in houses by changing these conditions year after year. I hope that the paragraph will not be passed, but that owners will be permitted to carry on in the future as they have done in the past.

Hon. H. K. WATSON: The law for five years has been that any person who rented a tenancy after 1950 should give seven days' notice and not be liable to the provision that the court might suspend the eviction order for three months. It is not as though we were trying to introduce a new principle on this occasion. It has been in existence for five years, and members who are inclined to support the proposal should be warned against the specious argument that it means only an extension from seven to 28 days.

I point out that there is a consequential amendment further on to bring the premises for the first time under the jurisdiction of the magistrate, who may extend the eviction order for three months. Over the five years the legal profession, the landlord and the tenant have known where they stood. Last year the Government brought down a similar proposal and we rejected it, and there is no reason why it should not be rejected again. The Chief Secretary's personality is such that he catches us on a weak spot at times, but we ought to treat the matter objectively. To accept the paragraph would amount to an unwarranted interference with the rights and property of people.

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

Ayes	8
Noes	12
Majority against	4

Ayes.

Hon. N. E. Baxter	Hon. J. Murray
Hon. L. Craig	Hon. J. McI. Thomson
Hon. H. Hearn	Hon. H. K. Watson
Hon. J. G. Hislop	Hon. C. H. Simpson
	(Teller.)

Noes.

Hon. C. W. D. Barker	Hon. E. M. Heenan
Hon. G. Bennetts	Hon. L. A. Logan
Hon. L. C. Diver	Hon. H. L. Roche
Hon. G. Fraser	Hon. H. C. Strickland
Hon. J. J. Garrigan	Hon. J. D. Teahan
Hon. A. F. Griffith	Hon. E. M. Davies
	(Teller.)

Pairs.

Ayes.	Noes.
Hon. A. R. Jones	Hon. W. F. Willessee
Hon. Sir Chas. Latham	Hon. R. F. Hutchison
Hon. Sir Frank Gibson	Hon. F. R. H. Lavery

Amendment thus negatived.

Hon. H. K. WATSON: In view of the vote that has just been taken, I doubt whether any good purpose would be served by moving the next amendment appearing on the notice paper in my name, but I wish to point out what happens. A landlord gave half a dozen tenants notice to quit because the premises were required. Three of them found accommodation within a week, but the other three said, "Go for your life! We are not going to look for premises or do anything until you get an eviction order." The landlord had to wait 28 days and then go to the court, and the court granted an extension. Today a decent tenant can find accommodation within a reasonable time, but all we are doing is to encourage the dead-beat to sit down until he is kicked out. Why the period should be extended to 28 days, I cannot understand.

The CHIEF SECRETARY: I do not like to barge in unnecessarily, but I cannot pass over the slur that has just been cast. Had the hon. member said that some people would take advantage of this protection, I would not have raised an objection.

Hon. H. K. Watson: I said there were three and three.

The CHIEF SCERETARY: I wish to correct the hon. member's misstatement when he referred to those who would take advantage of the 28 days' protection as dead-beats. Some of the most decent people in my electorate have received 28 days' notice, and although they walked their boots off, they were unable to find accommodation. Some people would take advantage of the 28 days, but to brand them all as dead-beats was entirely wrong.

Hon. H. K. WATSON: I move an amendment—

> That the following be inserted to stand as paragraph (b):—
>
> > by inserting after the word "premises" in line four of Subsection (2) the passage "or a lessee the period of whose tenancy is three-monthly or more than three-monthly."

Section 20B (2) provides that where a tenant has applied to the court for a review of his rent, the landlord may not issue a notice to quit for a period of three months after the lodgment of the application. Members will recall that this provision was inserted last year. The feeling was abroad that if a tenant could be evicted after 28 days, the eviction could take place before his application was heard. To prevent the possibility of his being evicted before his application was heard by the court, we inserted Subsection. (2). But I would point out that we made the qualification that that should not apply to anyone who already had notice to quit, as otherwise he could go to the court and get the extra period.

We were then considering tenancies liable to the 28 days' notice, but there are others where as a matter of law the tenant is entitled to three or six month's notice; and there is no reason why in such cases they should get a further three-months stop order because the tenant could easily go to the court within the six-months period.

An extreme but actual illustration of what could happen under the provision is found in what are known as yearly tenancies. A lease, granted for a number of years, expires and the tenant continues in occupation, being what is known as a yearly tenant, and can only be given notice to quit on the anniversary of the expiry of the lease. If the lease expires on the 30th of June he can only be evicted on the 30th of June in any year, and he must be given six months' notice. If his opportunity of giving notice in December for the following June were suspended because of application to the court, the landlord could not give notice at all; and that is why we say that a person shall get a three-months stop order if he applies for a reduction of rent, except where he is already entitled to three months or more.

The CHIEF SECRETARY: I assume the hon. member is endeavouring, where it is more than three months' notice, to confine it to three months, and that could cause complications.

Hon. L. Craig: You would make it uniform at 28 days—

The CHIEF SECRETARY: I was levelling upwards, but the hon. member wants to level downwards. I do not know where the Act would work detrimentally to the people mentioned, but it could act detrimentally to some people in the future.

Hon. H. K. Watson: How?

The CHIEF SECRETARY: Where a contract is operating it has always been that the term should be the same as the contract.

Hon. H. K. Watson: Yes, 28 days or a longer term.

The CHIEF SECRETARY: The hon. member wants to break that down and make three months the standard for all those cases.

Hon. H. K. Watson: The Chief Secretary misunderstands.

The CHIEF SECRETARY: Does the hon. member mean that if a person has a six months' lease he should get only three months' notice?

Hon. H. K. WATSON: No. If his lease requires six months' notice I leave that unaltered; but I say that if he wants to go to court for a reduction of his rent, he has ample time to do it within the six months period of lease. We are not dealing with notice to quit, but with the suspension of notice to quit, where a person goes to the court for a reduction of rent. It is necessary for the man on seven or 28 days' notice to get an extra couple of months; but the tenant who must be given three or six months' notice already has ample time to go to the court.

Hon. L. Craig: In other words, the court cannot give an extension.

Hon. H. K. WATSON: In other words, he can exercise his rights under the Act without any special protection, and he could be placed in an extraordinary favourable position by exploiting the present provisions.

Hon. L. A. LOGAN: The only weakness I see in Mr. Watson's argument is this: What happens if, towards the end of the six months, unforeseen circumstances arise and he wants to go to the court in regard to the rent? Then he would have no cover at all. At the beginning of the six or the three months' term he would have plenty of time; but towards the end of the term, he would have no protection at all.

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

Ayes	11
Noes	9
Majority for	2

Ayes.

Hon. N. E. Baxter	Hon. J. Murray
Hon. L. Craig	Hon. C. H. Simpson
Hon. L. C. Diver	Hon. J. McI. Thomson
Hon. H. Hearn	Hon. H. K. Watson
Hon. J. G. Hislop	Hon. A. F. Griffith
Hon. L. A. Logan	*(Teller.)*

Noes.

Hon. C. W. D. Barker	Hon. H. L. Roche
Hon. G. Bennetts	Hon. H. C. Strickland
Hon. E. M. Davies	Hon. J. D. Teahan
Hon. G. Fraser	Hon. J. J. Garrigan
Hon. E. M. Heenan	*(Teller.)*

Pairs.

Ayes.	Noes.
Hon. A. R. Jones	Hon. W. F. Willesee
Hon. Sir Chas. Latham	Hon. R. F. Hutchison
Hon. Sir Frank Gibson	Hon. F. R. H. Lavery

Amendment thus passed.

Hon. H. K. WATSON: I move an amendment—

> That after the word "has" in line 26, page 3, the words "before or" be inserted.

I think the Chief Secretary will agree to this amendment. Paragraph (b) provides that the court may still grant the landlord an eviction if the tenant has done any of the things mentioned in that paragraph. The amendment would make the provision comply with the law as it stood under the repealed section. In other words, if during any period the tenant failed to pay the rent—

Hon. L. Craig: It could go back years.

Hon. H. K. WATSON: This would mean if the rent was still outstanding at the time of going to court. That is how it stood in the principal Act.

The CHIEF SECRETARY: The only objection I have to the amendment is that it makes the period very indefinite. It could be any period, and I think that is stretching it a bit too far.

Hon. L. Craig: You could insert the words, "and is still outstanding".

The CHIEF SECRETARY: No disabilities have been suffered. I have never heard of any. The provision has seemed to work satisfactorily up till now.

Amendment put and passed.

Hon. H. K. WATSON: I move an amendment—

> That paragraph (c), page 4, be struck out.

This is the second leg of the proposal for this Chamber to loop the loop on the attitude it has taken during the past five years in respect of tenancies entered into after December, 1950. Such tenants were not protected from eviction under the provisions of the Act. The owner could go to court after giving due notice, and get an eviction order against the tenant. It is now proposed to repudiate that law, which has been in existence for five years. This I oppose, by moving to have paragraph (c) struck out.

The CHIEF SECRETARY: Now that we have placed tenancies entered into since December, 1950, in the same category as those entered into before December, 1950, I do not think the Committee should agree to this amendment. We are not stipulating that it must be done, but we are leaving the question to the judgment of the court; and it could not be in better hands.

Amendment put and negatived.

Hon. H. K. WATSON: I move an amendment—

> That in paragraph (d), line 28, page 4, the words "repealing Subsection (4)" be struck out and the words "substituting for the word 'fifty-five' in Subsection (4) the word 'fifty-six'" inserted in lieu,

The Bill proposes to delete Subsection (4) altogether. My amendment is designed to provide that Subsections (2) and (3) of that section shall continue in force until the 31st December, 1956, and no longer.

The CHIEF SECRETARY: This is one portion of the Bill that will make the legislation permanent. The Government feels that the Act should be placed on the statute book permanently instead of our having this yearly wrangle. We want the provision to remain so that it can be used if necessary, and members can revoke it at any time if they so desire. Parliament can amend any permanent Act in any year. If the Act is made permanent and next year members think it should be altered, a private member has the right to introduce an amending Bill.

Hon. A. F. Griffith: Why not treat it in reverse?

The CHIEF SECRETARY: I think it is better when we reach a basis that is reasonably fair to all parties to leave the position as it is.

Hon. A. F. Griffith: Reasonably fair?

The CHIEF SECRETARY: Yes. I would like it to go further. I am satisfied that unless we made this provision altogether different, we could not get down to a lower ebb of protection for tenants.

Hon. H. Hearn: We can never look to the days of real freedom.

The CHIEF SECRETARY: If a person thinks he is being imposed upon, he has the right to go to a court. Should not any person have that right? Having reached that basis, we now say, "Instead of having this yearly wrangle we will leave the legislation on the statute book permanently." That does not mean that it cannot be amended in the future if that is considered necessary, either by the Government or by a private member.

Hon. H. Hearn: A private member would have a great chance to do that, would he not?

The CHIEF SECRETARY: Does not the hon. member think that if a private member introduced an amending Bill he would not be able to carry it?

Hon. H. Hearn: It does not rest here, though.

The CHIEF SECRETARY: He would have no difficulty in making amendments if they were considered necessary.

Hon. H. Hearn: And you would have no difficulty in getting the legislation continued for another year if that were considered necessary next year.

The CHIEF SECRETARY: Having reached this basis, we say "finish" to an annual consideration of it, and place it on a permanent footing.

Hon. N. E. BAXTER: This is a socialistic wedge that was tolerated during wartime.

The Chief Secretary: I think I have heard that before.

Hon. N. E. BAXTER: The wedge has been driven into the wood and then slid back a little; but tonight it is proposed to drive it into the wood a little deeper. It is now proposed that we leave this provision in the Act as a permanent socialistic wedge. I trust the Committee will accept the amendment. Everybody agrees that the housing position has eased considerably. Tonight we have debated the clause as though there were other than an easing of the housing problem. If we agree to make this legislation permanent, we will be accepting the belief that we are going to have housing trouble indefinitely, and that this socialistic legislation is necessary to combat it.

It is 10 years since the cessation of the war, and it was six years prior to that that this legislation was introduced. We should agree to the amendment and see what happens at the end of August next year. If it is then found that the provisions of the Act and this clause are not needed, we can dispose of them. If we leave this provision in the Act, it will, like many others, never be amended.

Hon. C. H. SIMPSON: I hope the Committee will agree to the amendment. For 16 years we have submitted to controls which we are quite prepared to accept in wartime. This is not the time to do away with the annual review, which I consider is necessary. Theoretically, any private member can bring forward an amendment to an Act which does not contain a continuance provision. However, in practice a private member gets nowhere. Nevertheless, the fact that we have a continuance provision in the legislation makes it mandatory for the Government to bring down legislation from time to time. It is to be hoped that in time these controls will not be necessary, and the best way to achieve that is to make this legislation subject to review each year.

Hon. A. F. GRIFFITH: I have noticed that when the Chief Secretary has made his mind up on something, and when he thinks he has right on his side, he goes forward determinedly and expresses himself loudly and clearly. When he is not so sure of himself he adopts the attitude—

Hon. H. Hearn: Of striking a wooing note.

Hon. A. F. GRIFFITH: —of making a plea. On this occasion he gave an excellent demonstration of not being so sure. The Chief Secretary would be well advised to abandon the provision in the Bill because there is no reason for it. Parliament is here to deal with the business of the State. By the Act being made permanent, the success of any amending Bill introduced by a private member will depend entirely on the attitude of another place. The Government should be satisfied with the present Act, and the Chief Secretary has admitted it is a reasonable one. If the housing position does not improve by next year, then legislation can be considered again.

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

Ayes	11
Noes	8
Majority for	3

Ayes.

Hon. N. E. Baxter	Hon. J. Murray
Hon. L. Craig	Hon. C. H. Simpson
Hon. L. C. Diver	Hon. J. McI. Thomson
Hon. A. F. Griffith	Hon. H. K. Watson
Hon. J. G. Hislop	Hon. H. Hearn
Hon. L. A. Logan	*(Teller.)*

Noes.

Hon. C. W. D. Barker	Hon. E. M. Heenan
Hon. G. Bennetts	Hon. H. C. Strickland
Hon. G. Fraser	Hon. J. D. Teahan
Hon. J. J. Garrigan	Hon. E. M. Davies
	(Teller.)

Pairs.

Ayes.	Noes.
Hon. A. R. Jones	Hon. W. F. Willesee
Hon. Sir Chas. Latham	Hon. R. F. Hutchison
Hon. Sir Frank Gibson	Hon. F. R. H. Lavery

Amendment thus passed.

Hon. H. K. WATSON: Regarding the remaining amendments standing in my name on the notice paper, I do not wish to move them at this juncture.

Hon. N. E. BAXTER: I move an amendment—

> That paragraph (e), in lines 30 to 42, page 4, be struck out.

The proposed paragraph is a direction to tenants, when they have been given notice to quit, to stay put until evicted by the court. That is a disgraceful provision and should be left out.

The CHIEF SECRETARY: I do not mind whether it is left in or out. The proposed new subsection in paragraph (e) is intended to assist landlords so that conditions which operated prior to any notice being given, shall operate afterwards. It was included to give some protection to owners of premises, and I am amazed that there should be any opposition to it. If it is deleted, members opposite will have to take the responsibility. It is an endeavour to remedy a position that may act to the detriment of a landlord.

Hon. H. K. Watson: Section 29 of the Act already does that.

The CHIEF SECRETARY: All the provisions have been examined; and as a result, the proposed subsection was drafted to stop loopholes.

Hon. H. K. WATSON: I support the amendment to delete paragraph (e). In so far as protection for the landlord is concerned, he has it under Section 29 of the Act. The proposed subsection is nothing more than an invitation for a recalcitrant tenant to sit tight until the court evicts him.

The CHIEF SECRETARY: I cannot interpret the subsection in that manner. If a notice to quit is given to a tenant and he is able to shift, he will do so voluntarily. If he has no accommodation, then the landlord is put to the trouble of applying to the court for an eviction order, in which case the tenant is given time to get out.

Hon. L. C. DIVER: I agree in part with the contention of the Chief Secretary, but not with the provision, "until he either gives up possession voluntarily or in execution of an order of the court." If this is meant to be a protection for the landlord, then it is a peculiar way to word it. There is no argument about the first part.

Hon. N. E. BAXTER: I disagree with the contention of the Chief Secretary. This proposed subsection advises a tenant that once notice to quit has been given, the conditions of the tenancy shall be the same as during the former occupancy, which already exist under common law. Later on, it directs the tenant to give up possession voluntarily or wait for an eviction order. There is not the slightest protection for the landlord in this provision.

Hon. L. A. LOGAN: The question I want answered is this: If a landlord gives a tenant notice to quit, has the landlord the right, by common law, to the amount of rent owing for the period from the time the notice is given until the tenant vacates the premises? If I can get an answer to that question, I will know how to vote.

Hon. H. K. WATSON: The answer can be given in a categorical "Yes" by virtue of Section 29 of the principal Act. The position is that every time a magistrate grants an eviction order, he provides for what are known as mesne profits. The rent is converted into mesne profits, which constitute the same amount as the rent; it is rent under a different name. The landlord has the right to recover rent up to the date when the eviction takes place.

The CHIEF SECRETARY: The advice given to us is that immediately a notice is given, the relationship of landlord and tenant ceases to exist. That is the legal advice; and it is in order to preserve the ordinary relationship of landlord and tenant that this provision is included.

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

Ayes	12
Noes	8
Majority for	4

Ayes.	
Hon. N. E. Baxter	Hon. J. Murray
Hon. L. Craig	Hon. H. L. Roche
Hon. L. C. Diver	Hon. C. H. Simpson
Hon. A. F. Griffith	Hon. J. McI. Thomson
Hon. H. Hearn	Hon. H. K. Watson
Hon. J. G. Hislop	Hon. L. A. Logan *(Teller.)*

Noes.	
Hon. G. Bennetts	Hon. E. M. Heenan
Hon. E. M. Davies	Hon. H. C. Strickland
Hon. G. Fraser	Hon. J. D. Teahan
Hon. J. J. Garrigan	Hon. C. W. D. Barker *(Teller.)*

Amendment thus passed; the clause, as amended agreed to.

Clause 6—Section 29A added:

Hon. H. K. WATSON: I intend to vote against this clause, which seems to introduce an entirely new and unnecessary restriction on the owner of premises. Elsewhere in the Act there are half a dozen provisions under which the tenant is fully protected. Why should an inspector serve a notice of his intention to exercise any power? He has power of his own motion to fix a rent and he should go in and fix it. This business of serving an owner with notice of his intention and saying, "Because I am going to have a look at your books"—or do something else, no matter how inconsequential—"you cannot serve any notice on any of your tenants for 28 days after getting this notice," is wrong. Presumably there is nothing to stop him at the end of 28 days from serving another notice; and, at the end of a further 28 days, another one.

The CHIEF SECRETARY: The hon. member always goes to extremes to emphasise a case. What is intended is that when a person goes to the rent office, interviews the inspector, and lays a complaint that he is being charged an excessive rent, the inspector has to send a notice to the owner, and this provision is desired in order to give 28 days' protection in such an event.

Hon. H. K. Watson: But when a man goes to the inspector and lays a complaint, he is automatically protected for three months.

The CHIEF SECRETARY: No fear!

Hon. H. K. Watson: Yes.

The CHIEF SECRETARY: Under this provision, 28 days' protection is given, during which time the inspector deals with the case. My advice is that if this provision is not agreed to, once an inspector starts to move, the tenant can be evicted before the inspector has completed his case.

Hon. A. F. Griffith: What has the experience been?

The CHIEF SECRETARY: This provision was inserted because of our experience.

Hon. A. F. Griffith: What has happened?

The CHIEF SECRETARY: The person has been evicted.

Hon. H. K. WATSON: The short answer to the Chief Secretary's comment is contained in Subsection (2) of Section 20B. When a person goes to the rent inspector and complains, he is automatically protected for three months while the rent inspector proceeds to investigate and fix the rent. That should be ample. There is no need for an inspector to serve a notice and provide for another 28 days' protection.

Hon. N. E. BAXTER: I hope the Committee will support the amendment. An inspector may decide he is going to take some action in regard to a number of properties in the city and he serves notices. It might be three or four weeks before he gets around to handling the cases. In the meantime a landlord may have an undesirable tenant he wants to get rid of but cannot do so.

Hon. H. L. Roche: Should he not have got rid of him before?

Hon. N. E. BAXTER: He may only have found out the man was undesirable between the time he received the notice and the time the inspector got round to carrying out his duties. As has been pointed out, the matter is covered in other parts of the Act. Why introduce this very harsh penal clause?

The CHIEF SECRETARY: If what Mr. Watson says is correct, and when a person approaches the rent inspector he has three months' protection, what is wrong with this 28 days? We want 28 days' protection to be given when action is being taken under this heading.

Hon. L. CRAIG: I think the Chief Secretary is right this time. I believe the intention is to make it unnecessary for a tenant to have to complain. An inspector might, on his own initiative, or on a complaint by some outside person, tell the landlord that he is going to take action to have the rent reduced. That action of the inspector at least fixes the tenant for a period of 28 days. Otherwise, the landlord might say to the inspector, "If you do that, I will give notice to the tenant tomorrow. You had better lay off." I think that would be the reason for this provision. It seems to me that if where a tenant complains himself he is protected for three months, then where an inspector takes action, the tenant should be protected for a period.

Clause put and passed.

Clause 7—Section 33 amended:

Hon. C. H. SIMPSON: I move an amendment—

> That the clause be struck out and the following inserted in lieu:—
>
> Section thirty-three of the principal Act is amended by substituting for the word "fifty-five" in line three, the word "fifty-six."

This amendment will affirm our intention of making this a continuance measure. The amendment will mean that the Bill will come before us automatically next year. That is the sole purpose of the amendment.

The Chief Secretary: I am dumb!

Amendment put and passed; the clause, as amended, agreed to.

Progress reported.

ADJOURNMENT—SPECIAL.

THE CHIEF SECRETARY (Hon. G. Fraser—West): I move—

> That the House at its rising adjourn till 3.30 p.m. tomorrow.

Question put and passed.

House adjourned at 9.50 p.m.