

The Hon. H. C. STRICKLAND: I do not think that is necessary. Governments come and Governments go; and the reputations of Governments depend a great deal on the actions the Ministers take. In this case, the Minister would refer the matter to the Treasurer, who in turn would bring it to Cabinet. Therefore, there is a safeguard, but I feel sure the Government will give careful consideration to the opinions expressed by the hon. Mr. Watson in regard to this matter.

Question put and passed.

Bill read a second time.

In Committee.

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

Third Reading.

Bill read a third time and passed.

House adjourned at 5.59 p.m.

Legislative Assembly

Thursday, the 27th November, 1958.

CONTENTS

	Page
QUESTIONS ON NOTICE :	
Parliamentary superannuation, retiring age and pension of last five recipients	2409
Canning Highway, construction of shops between Causeway and Thelma-st.	2409
Richard Klinger Ltd., capital and location of proposed engineering factory	2409
Kojonup Junior High School—	
Home science tuition and examination results	2410
Manual training and examination results	2410
Narrows bridge, access road to north and north-west suburbs	2410
Great Eastern Highway, construction work on Greenmount Hill	2410
Water supplies—	
Serpentine river properties	2410
Kalamunda extensions	2411
State forests, regulations governing apiary sites	2411
Milk Board, advertisement in newspaper "Labor"	2411
Education—	
Effect of increased school enrolments, etc.	2412
Raising of school-leaving age	2412

CONTENTS—continued

QUESTIONS ON NOTICE—continued	Page
Government departments and instrumentalities, compilation of list and details	2412
Septic systems, Rivervale and Victoria Park stations	2413
Collection of water rates, establishment of office at Victoria Park	2413
Library Board of Western Australia, amount of Government subsidy paid	2413
Swan River, dredging east of the Causeway	2413
Perth City Council, ward boundaries	2413
Dental clinic, commencement at Boulder	2414
Nurses, training at hospitals	2414
Agricultural high schools, applications for admittance	2414
War service land settlers, allowance for depreciation of plant	2414
Tomlinson Steel Ltd., release of Government work to company	2414
Metropolitan passenger services, decline in patronage	2414
QUESTIONS WITHOUT NOTICE :	
Septic systems—	
Installation at high schools	2415
Installation at country schools	2417
Tomlinson Steel Ltd., release of Government work to company	2415
Sittings of the House, duration of Friday sitting	2415
State Building Supplies, contract from Postmaster-General's Department	2416
Public Works Department, structural alterations	2416
LEAVE OF ABSENCE	2417
BILLS :	
Licensing (Police Force Canteen), Council's amendments	2417
Land Act Amendment (No. 3), returned	2417
Parliamentary Superannuation Act Amendment, 1r.	2417
Unfair Trading and Profit Control Act Amendment, 3r.	2417
Plant Diseases Act Amendment (No. 2), 2r.	2420
Plant Diseases (Registration Fees) Act Amendment, 2r.	2420
Mine Workers' Relief Act Amendment—	
2r.	2421
Message	2422
Factories and Shops Act Amendment, 2r.	2422
Hire-Purchase—	
2r.	2424
Com.	2432
Report	2450
Housing Loan Guarantee Act Amendment (No. 2), returned	2450
Inspection of Machinery Act Amendment, assent	2450
Health Education, Council assent	2450
City of Perth Parking Facilities Act Amendment, assent	2450
Wheat Industry Stabilisation, assent	2450

CONTENTS—continued.

BILLS—continued.	Page
Government Railways Act Amendment (No. 2)—	
2r.	2450
Com., report	2451
3r., passed	2451
Long Service Leave, Council's message	2451
Cancer Council of Western Australia, Council's amendments	2453
Road Closure—	
2r.	2454
Com.	2454
Report	2455
Rents and Tenancies Emergency Provisions Act Continuance—	
2r.	2455
Com., report, 3r.	2455
Noxious Weeds Act Amendment (No. 3)—	
2r.	2455
Com., report, 3r.	2459
Town Planning and Development Act Amendment, 2r.	2460
Traffic Act Amendment—	
Com.	2460
Report	2461
Licensing Act Amendment, Council's amendments	2461
Local Courts Act Amendment—	
2r.	2462
Com.	2462
Traffic Act Amendment (No. 2)—	
2r.	2462
Com.	2466
Report	2471
ADJOURNMENT, SPECIAL	2471

The SPEAKER took the Chair at 2.15 p.m., and read prayers.

QUESTIONS ON NOTICE.

PARLIAMENTARY SUPERANNUATION.

Retiring Age and Pension of Last Five Recipients.

1. Mr. JOHNSON asked the Treasurer: Using the last five persons to retire from Parliament on the highest possible rate under the parliamentary superannuation scheme—

- (1) What was their average age on retirement?
- (2) What was their average age on entering Parliament?
- (3) How many units under the Civil Service superannuation scheme would the present parliamentary superannuation contribution purchase at the age in No. (2)?
- (4) What would that number of units return as a pension at retirement—
 - (a) age 60;
 - (b) age 65?

Mr. HAWKE replied:

- (1) Seventy-three years.
- (2) Fifty-two years.
- (3) (a) For age 60 retirement approximately $3\frac{1}{2}$ units.
(b) For age 65 retirement approximately 7 units.
- (4) Fortnightly pension on retirement at either 60 or 65 years would be:—
 - (a) £6 2s. 6d.
 - (b) £12 5s. 0d.

CANNING HIGHWAY.

Construction of Shops Between Causeway and Thelma-st.

2. Mr. GRAYDEN asked the Minister representing the Minister for Town Planning:

Has any firm direction been given to municipalities by the Town Planning Department or any other Government department in respect of the granting of permits to construct shops on Canning Highway between the Causeway and Thelma-st.?

Mr. MOIR replied:

No. No Government department has the power to issue such a direction. The Town Planning Board, however, has advised local authorities against the development of linear shopping areas on busy highways.

RICHARD KLINGER LTD.

Capital and Location of Proposed Engineering Factory.

3. Mr. BRAND asked the Minister representing the Minister for Industrial Development:

(1) What amount of the capital of £200,000 has the State Government agreed to make available in the event of a decision on the part of company directors, Dr. H. Klinger-Loehr, of Austria, and W. Hoes, of London, of Richard Klinger Ltd., to establish a light engineering factory in Western Australia?

(2) Has a site for the factory been decided upon?

(3) If so, what is its location; what will be its value; and will it be made available free by the Government to the company?

Mr. HAWKE replied:

(1) Negotiations with Richard Klinger Ltd. are not concluded, and information regarding the possible extent of Government assistance cannot be divulged at this stage.

(2) No.

(3) A factory site, when selected, will be made available free of cost to the company by the Government.

KOJONUP JUNIOR HIGH SCHOOL.*Home Science Tuition and Examination Results.*

4A. Mr. NALDER asked the Minister for Education:

(1) For how many years have female students from the Kojonup Junior High School journeyed to Katanning for home science courses?

(2) For what reason is it necessary for the students to travel from their own school?

(3) How many children have made the trip for each of the years referred to in No. (1)?

(4) How many students who have sat for the Junior examination in home science for the Kojonup Junior High School have failed to obtain a pass?

(5) How many students who have sat for examinations other than the Junior have failed to obtain a pass?

Mr. W. HEGNEY replied:

(1) Six.

(2) There is no home science centre at Kojonup.

(3) 1953—not available.

1954—24.

1955—31.

1956—22.

1957—31.

1958—45.

(4) A total of seven.

(5) No other examination than the Junior has been taken.

Manual Training and Examination Results.

4B. Mr. NALDER asked the Minister for Education:

(1) Where do male students of Kojonup Junior High School have their manual training?

(2) How many students are involved for the same period as in 4A (1)?

(3) How many students have sat for the Junior examination in manual training over the same period as referred to in 4A (1)?

(4) How many have failed to obtain a pass?

(5) How many students have sat for manual training examinations other than the Junior and have failed to obtain a pass?

Mr. W. HEGNEY replied:

(1) Kojonup since 1956.

(2) 1953—Not available.

1954—12.

1955—23.

1956—27.

1957—26.

1958—33.

(3) Thirteen.

(4) One.

(5) No other examination than the Junior has been taken.

No. 5. *This question was postponed.*

NARROWS BRIDGE.*Access Road to North and North-West Suburbs.*

6. Mr. MARSHALL asked the Minister for Works:

(1) What progress has been made with the survey for the main north road to provide access from the Narrows bridge to the north and north-west suburbs?

(2) When will work commence on this project?

(3) Has finality been reached on the actual route the main north road will traverse?

(4) Is it expected that sections of this highway will be completed before the opening of the Narrows bridge?

Mr. TONKIN replied:

(1) In the light of the results of the origin and destination survey which have recently revealed themselves, further investigatory work is being done.

(2) At this stage it is not possible to say.

(3) No.

(4) No.

No. 7. *This question was postponed.*

GREAT EASTERN HIGHWAY.*Construction Work on Greenmount Hill.*

8. Mr. OWEN asked the Minister for Works:

(1) When will the new construction work on the Great Eastern Highway on Greenmount Hill be ready for traffic?

(2) Is it proposed to carry the work to the prime stage immediately, or will it be left as a gravel surface until the many deep fills have stabilised?

(3) Can he indicate when work on this section will be completed?

Mr. TONKIN replied:

(1) December, 1959.

(2) Sections of new work on solid ground will be primed from time to time and made available to traffic in conjunction with the existing road. Sections of heavy filling will not be gravelled or primed until after the winter of 1959.

(3) December, 1959.

WATER SUPPLIES.*Serpentine River Properties.*

9. Sir ROSS McLARTY asked the Minister for Water Supplies:

Will he give an assurance that those farmers with properties on the Serpentine River will receive sufficient water during

the summer months to enable them to meet reasonable requirements for household irrigation and stock purposes?

Mr. TONKIN replied:

As was the case last year, the department will do its best to meet the reasonable needs of the settlers concerned.

Kalamunda Extensions.

10. Mr. OWEN asked the Minister for Water Supplies:

(1) When will work on the approved extensions to the Kalamunda water scheme be commenced?

(2) On what section of the extensions is it proposed to start?

Mr. TONKIN replied:

(1) During the first week in December.

(2) Work will commence on the Gooseberry Hill section.

STATE FORESTS.

Regulations Governing Apiary Sites.

11. Mr. OWEN asked the Minister for Forests:

(1) Is it the policy of the Forests Department to grant permits to use approved apiary sites on land within State Forests?

(2) If so—

(a) under what conditions are those permits granted;

(b) what is the usual area approved as an apiary site;

(c) what is the normal tenure of such permits?

(3) Are sites permitted in forest areas within two miles of private property adjacent to those forest lands?

(4) If so, are the owners of such private lands advised of such sites?

(5) Are all applications for suitable apiary sites in forest areas approved?

(6) If not, on what grounds are these applications refused?

Mr. GRAHAM replied:

(1) Yes.

(2) (a) Permits are issued as per form 4 in the first schedule to the Forests Regulations and in accordance with Regulations 72 to 77 inclusive.

(b) Three acres.

(c) Permits are issued for a period of 12 months, but continue from year to year subject to the payment of rent in advance.

(3) Yes, but not immediately adjacent to private property.

(4) No.

(5) No.

(6) No apiary site is granted—

(a) within two miles of an existing site;

(b) in the vicinity of water reserves or townsites;

(c) on catchment areas, except with the approval of the Water Supply Department.

MILK BOARD.

Advertisement in Newspaper "Labor."

12. Mr. ROBERTS asked the Minister for Agriculture:

(1) In view of the fact that the Milk Board authorised the insertion of a full-page advertisement costing £100 in the special 1958 Federal election issue of the official organ of the Australian Labour Party (W.A. Branch), namely, the newspaper "Labor," will he now advise whether this cost was borne by the producers of milk?

(2) If so, was this amount expended with the approval of the producers?

(3) If not, who actually in the industry did bear the cost?

(4) Has the Milk Board had advertisements in any previous publication of the newspaper "Labor"?

(5) If so, will he list the dates of such advertisements and the cost of same in each case?

(6) If not, why did the Milk Board first advertise in the special election issue 1958?

(7) What are the full details of negotiations that preceded the placing of this advertisement?

(8) Is it the future intention of the Milk Board or any other Government or semi-Government Department to pay for advertisements in publications used solely for party political purposes?

Mr. KELLY replied:

(1) It was borne by the Milk Board's publicity fund.

(2) The approval of producers is not sought for any particular type or project of publicity.

(3) Answered by No. (1).

(4) Yes.

	Date.	Cost.		
		£	s.	d.
July, 1956	14	8	0
August, 1956	15	6	2
September-October, 1956	14	8	0
November-December, 1956	14	8	0

(6) Answered by No. (4).

(7) The negotiations were initiated by a letter from the Australian Labour Party requesting an advertisement followed by some discussions regarding the rates, space, and relevant aspects.

(8) Decisions of the Milk Board regarding future advertisements, if any, would depend upon circumstances.

EDUCATION.

Effect of Increased School Enrolments, etc.

13. Mr. ROSS HUTCHINSON asked the Minister for Education:

(1) Is it a fact that the Education Department will have to cater for an additional 5,000 extra students in a record total of 117,000 expected to be enrolled in 1959?

(2) Will this accentuate the crisis in education in regard to the Government's inability to implement essential reforms?

(3) If not, will he explain how the 5,000 extra students will be accommodated?

(4) Will class sizes in any particular grade or grades be increased as a result of the increased enrolment?

Mr. W. HEGNEY replied:

(1) Yes.

(2) The Government does not agree that there is a crisis in education.

(3) In the usual manner. Approximately 5,000 extra students have been received into the schools each year for the past six or seven years, and the Government's building programme has kept pace with the increasing enrolment and will do so during the current financial year.

(4) No.

Raising of School-leaving Age.

14. Mr. ROSS HUTCHINSON asked the Minister for Education:

(1) Having regard to all factors involved, is he prepared to indicate when it may be possible to implement the law relating to raising the school-leaving age?

(2) Approximately how many additional children would have to be catered for in 1959 if the school-leaving age were raised to 15 years?

Mr. W. HEGNEY replied:

(1) No.

(2) Approximately 3,000 if raised from the beginning of the school year.

GOVERNMENT DEPARTMENTS AND INSTRUMENTALITIES.

Compilation of List and Details.

15. Mr. ROBERTS asked the Premier:

(1) Has the list showing all departments, trusts, boards, trading concerns, State Government instrumentalities, etc. yet been prepared?

(2) If so, will he advise me full details in the list being compiled?

Mr. HAWKE replied:

(1) Yes.

(2) The details are as follows:—

Instrumentalities, Boards and Trusts.

Business undertakings—

Albany Harbour Board.

Bunbury Harbour Board.

Charcoal Iron and Steel Industry.

Fremantle Harbour Trust.

Metropolitan Market Trust.

Metropolitan Passenger Transport Trust.

McNess Housing Trust.

Midland Junction Abattoir Board.

State Electricity Commission.

State Government Insurance Office.

State Housing Commission.

Rural and Industries Bank.

Agriculture Boards—

Agriculture Protection Board.

Argentine Ant Control Committee.

Dairy Products Marketing Board.

Emu and Grasshopper Advisory Committee.

Fruit Growing Industry Trust Fund.

Milk Board of W.A.

Poultry Industry Fund.

W.A. Barley Marketing Board.

W.A. Dried Fruits Board.

W.A. Egg Marketing Board.

W.A. Onion Marketing Board.

W.A. Potato Marketing Board.

W.A. Wheat Board.

Wheat Products Prices Committee.

Education and Health Services—

Country Free Lending Library Committee.

Fremantle Hospital.

Health Education Council.

Junior Farmers' Club.

King Edward Memorial Hospital.

Library Board of W.A.

Mental Institutions Board of Visitors.

Museum and Art Gallery Trustees.

National Fitness Council.

Perth Dental Hospital.

Princess Margaret Hospital.

Public Education Endowment Trust.

Royal Perth Hospital.

Parks and Gardens—

Emu Point Board.

King's Park Board.

National Gardens Board.

Zoological Gardens Board.

Regulatory Boards—

Architects Board.

Barristers' Board.

Betting Control Board.

Builders' Registration Board.

Land Agents Supervisory Committee.

Medical Board.

Optometrists Registration Board.

Physiotherapists' Board.

Surveyors Board.

Town Planning Board.

Veterinary Board.

W.A. Transport Board.

Workers' Compensation and Pensions—

Coal Industry Board of Reference.
 Coal Industry Tribunal.
 Coal Mines Accident Relief Fund.
 Coal Mine Workers Pensions Tribunal.
 Miner's Phthisis Board.
 Mine Workers' Relief Fund.
 Mine Workers' Welfare Fund.
 Parliamentary Superannuation Fund.
 Workers' Compensation Board.

General—

Benger Drainage Board.
 Fremantle Cemetery Board.
 Irrigation Commission.
 Karrakatta Cemetery Board.
 Motor Vehicle Insurance Trust.
 Parliamentary Refreshment Room Committee.
 Trade and Industries Promotion Council.
 South Belmont Drainage.
 Swan River Reference Committee.
 W.A. Fire Brigades Board.
 W.A. Lotteries Commission.
 Zone Development Committees.

SEPTIC SYSTEMS.*Rivervale and Victoria Park Stations.*

16. Mr. ANDREW asked the Minister representing the Minister for Railways:

(1) Is it intended to install a septic system on the Rivervale and Victoria Park stations?

(2) If not, why not, in view of the fact that stations adjacent have such a system installed?

Mr. GRAHAM replied:

(1) and (2) Yes. The work will be undertaken early in the new year.

COLLECTION OF WATER RATES.*Establishment of Office at Victoria Park.*

17. Mr. ANDREW asked the Minister for Water Supplies:

(1) Have any steps been taken to establish an office at Victoria Park for the collection of water rates to serve the convenience of the population south of the river?

(2) If not, does the department intend to take the necessary action to establish such an office in the near future?

Mr. TONKIN replied:

(1) and (2) The matter of rates collections away from head office is at present receiving consideration.

LIBRARY BOARD OF WESTERN AUSTRALIA.*Amount of Government Subsidy Paid.*

18. Mr. ANDREW asked the Premier: What is the amount of the subsidy paid by the Government to the Library Board of Western Australia for each of the last three years?

Mr. HAWKE replied:

The amounts were as follows:—

	£
1957-58	100,000
1956-57	89,005
1955-56	58,680

SWAN RIVER.*Dredging East of the Causeway.*

19. Mr. ANDREW asked the Minister for Works:

(1) Has a date been set for a dredge to do the work preliminary to the beautification of the river, east of the Causeway?

(2) If not, and bearing in mind that the Causeway is the main gateway to the City for the most populous parts of the State, would he do his best to expedite the availability of a dredge?

Mr. TONKIN replied:

(1) No.

(2) This matter will be given due consideration.

PERTH CITY COUNCIL.*Ward Boundaries.*

20. Mr. ANDREW asked the Minister representing the Minister for Local Government:

(1) Has he received any notification from the Perth City Council that steps are being taken to rectify the anomalous position of the unbalance in the population of the wards?

(2) If no action has been taken by that body, and if it does not indicate that it will take such action in the near future, will he initiate the action to remedy the present state of affairs?

Mr. MOIR replied:

(1) In a letter dated the 4th November, 1958, the Town Clerk, City of Perth, advised the Department of Local Government that, in response to the request of the Minister for Local Government for the council to give consideration to its present ward boundaries with a view to arriving at more equitable representation, the council had resolved that a special committee be appointed in December next to consider and report on the question of ward boundaries. The Town Clerk concluded by saying that he would keep the Department of Local Government advised of any recommendations made by the council after the submission and consideration of the report of the special committee.

(2) Answered by No. (1).

DENTAL CLINIC.*Commencement at Boulder.*

21. Mr. EVANS asked the Minister for Health:

When is it expected that the new dental clinic in Boulder will commence to operate?

Mr. NULSEN replied:
January, 1959.

No. 22. *This question was postponed.*

NURSES.*Training at Hospitals.*

23. Mr. W. A. MANNING asked the Minister for Health:

(1) Is it a fact that student nurses who do their first year's training in Narrogin have no option but to take the next two years in Kalgoorlie?

(2) Why should they not have some choice?

(3) Is there any reason why student nurses enrolled at the Royal Perth Hospital should not serve portion of the training at other approved hospitals and thus secure wider experience of conditions?

Mr. NULSEN replied:
(1) Yes.

(2) The reason for this is that the General Nursing Council for England and Wales, with which the W.A. Nurses' Registration Board has a reciprocal agreement, will recognise the Kalgoorlie District Hospital as the only country hospital for the final two years of training.

(3) Proposals to combine the training of nurses at metropolitan hospitals with training at selected country hospitals have been under consideration for some time. These discussions are proceeding.

AGRICULTURAL HIGH SCHOOLS.*Applications for Admittance.*

24. Mr. W. A. MANNING asked the Minister for Education:

(1) How many applications have been received for admission to each of the agricultural high schools?

(2) How many will be admitted to each?

Mr. W. HEGNEY replied:

(1) Applications for Narrogin	70
Applications for Denmark	12
Applications for Harvey	20
Applications for Cunderdin	12
Applications unspecified or combined choice	20
Total	134

(2) Vacancies at Narrogin	24
Vacancies at Denmark	25-27
Vacancies at Harvey	27
Vacancies at Cunderdin	15

No. 25. *This question was postponed.*

WAR SERVICE LAND SETTLERS.*Allowance for Depreciation of Plant.*

26. Mr. WATTS asked the Minister for Lands:

(1) Has any allowance been agreed to in respect of depreciation of plant belonging to war service land settlers?

(2) If so, what is the basis of this allowance?

(3) Have the settlers been advised of their individual credits in respect thereof?

(4) If not, when will the individual settlers be advised?

Mr. KELLY replied:

(1) Yes.

(2) An equitable assessment of the abnormal depreciation of a lessee's plant in improving partly improved land.

(3) No.

(4) The field data which is collected with the co-operation of the lessees is practically complete. The bulk of this has been dealt with, and the amounts have been calculated and will be credited to each lessee's plant account in the near future. Lessees will be advised of the amounts credited as soon as this is done.

TOMLINSON STEEL LTD.*Release of Government Work to Company.*

27. Mr. COURT asked the Minister representing the Minister for Industrial Development:

(1) Has he studied the chairman's address and report presented to the annual meeting of Tomlinson Steel Ltd.?

(2) Has there been any consultation between the Government and Tomlinson Steel Ltd. regarding the position that confronts the company and to see whether Government work could be released to the company to enable it to more fully employ its resources locally rather than seek to establish itself elsewhere?

Mr. HAWKE replied:

(1) and (2) Yes.

METROPOLITAN PASSENGER SERVICES.*Decline in Patronage.*

28. Mr. COURT asked the Minister for Transport:

(1) Has the investigation been completed into the trend of a greater decline in patronage of Government metropolitan passenger services, excluding the railways, than in private operators, referred to in questions and answers on the 30th October?

(2) If so, with what result?

Mr. GRAHAM replied:

(1) and (2) An examination of individual operators' statistics indicates that while most services, Government and private,

have suffered reductions in patronage, services run by the Scarborough, North Beach, Riverton, and Coogee-Spearwood operators show increased traffic over the past five years. The closure of City Beach last year undoubtedly transferred some Government traffic to the other beaches, but it is significant that considerable housing development has taken place in the districts served by the four operators mentioned. Greater settlement has also assisted other operators, but this advantage would be off-set by loss of patronage to railways which do not affect those named as showing improved patronage.

QUESTIONS WITHOUT NOTICE.

SEPTIC SYSTEMS.

Installation at High Schools.

1. Mr. BRAND asked the Minister for Education:

In reply to question No. 16, the Minister representing the Minister for Railways stated that it was intended to give priority to the installation of septic tank systems on certain railway systems in the electorate of Victoria Park. Does he not consider that the installation of septic tank systems at high schools, such as Yuna, Three Springs, and a certain one in electorate of the hon. member for Narrogin, should have a higher priority than that which it is being given at the moment?

Mr. Graham: Ask the hon. member for Victoria Park!

Mr. W. HEGNEY replied:

I would just like to say briefly, in reply to this question, that the subject is not a new one—not by any means. Hon. members will know that a number of questions of a similar character have been asked during the session, and invariably the answers have been—as is the answer now—that the Education Department is mindful of the necessity to install septic systems; but with the money available to the Education Department, the first priority—and the great emphasis—is being placed on the provision of classrooms.

Mr. Nalder: The Minister has said the subject is not a new one. I guess his answer will not be a new one.

The SPEAKER: Order!

Mr. HEGNEY: If the hon. member for Katanning desires to ask a question without notice, I am sure it will be a reasonable and intelligent one, and I will try to answer it for him. But in reply to the Leader of the Opposition I would say that hon. members—if they be honest with themselves—will appreciate the position in which the Education Department is placed. Strenuous efforts are being made to provide requisite primary and high school accommodation to keep pace with the expanding school population in Western Australia.

May I add—relevant to this question—that there has been publicity in some quarters, and I have a very strong suspicion that now and again there is a political touch about it.

Mr. Brand: How strange!

Mr. Kelly: Shocking!

Mr. HEGNEY: I am not saying that applies generally, as I know that a number of hon. members are anxious, naturally, to ensure that septic systems are installed, and there is no question of trying to obtain a political advantage. But in reply again to the Leader of the Opposition, I would say that when he was Minister for Works for some few years, he had the same—or equal—opportunity to install septic systems at Yuna and Three Springs, as the Government has now; but there are still pan systems there.

TOMLINSON STEEL LTD.

Release of Government Work to Company.

2. Mr. COURT asked the Premier:

Arising out of the answer to question No. 27, and, in particular, to part (2) of that question, as a result of the consultations between the company and the Government, is it proposed to release Government work to that company to enable it to fully employ its local resources?

Mr. HAWKE replied:

Not at present. However, the essence of question No. 27 is being investigated by the Treasury Department for the purpose of seeing whether some means can be developed by the use of which the industry may be able to maintain at least its present employment force.

SITTINGS OF THE HOUSE.

Duration of Friday Sitting.

3. Mr. WATTS asked the Premier:

Has he decided yet as to what will be the hours of sitting tomorrow and the length of sitting?

Mr. HAWKE replied:

When I informed hon. members of the House on Tuesday last that the Government would ask hon. members to sit on Friday of this week, I said the sitting would commence at 2.15 p.m.

Mr. Ross Hutchinson: To midnight, wasn't it?

Mr. HAWKE: And then, semi-seriously, I said it would continue until exhaustion point, but not beyond midnight. Representations have been made to me on behalf of some country members. The first suggestion is that instead of commencing tomorrow's session at 2.15 p.m., we might commence in the morning.

Mr. Crommelin: Yes; at 6 a.m.!

Mr. HAWKE: An alternative suggestion submitted to me is that we should not sit beyond tea-time, no matter what the starting hour tomorrow might be. I can say clearly that the commencing hour of tomorrow's sitting will be 2.15 p.m. Members of the Government will do their best to co-operate with the members of the Opposition; and if we make as much progress as we anticipate during today's sitting, and more progress than we anticipate between 2 p.m. and 6 p.m. tomorrow, it might be possible to meet the wishes of the country members concerned, by adjourning tomorrow just before tea; but no promise can be made at this stage about that.

STATE BUILDING SUPPLIES.

Contract from Postmaster-General's Department.

4. Mr. ROWBERRY asked the Minister for Police:

Can he give me any information as to the contract said to have been secured by the State Building Supplies from the Postmaster-General's Department?

Mr. BRADY replied:

I can advise hon. members that the State Building Supplies has secured a contract worth £130,000, for cross-arms, from the Postmaster-General's Department. The hon. member for Warren will be particularly pleased to hear that £25,000 is to be spent on the high pressure treatment plant in the Pemberton area.

PUBLIC WORKS DEPARTMENT.

Structural Alterations.

5. Mr. BRAND asked the Minister for Works:

I am only seeking information because many questions have been asked of me.

The SPEAKER: I presume this is a question?

Mr. BRAND: Oh yes; it is a question. A number of people have asked me why the Public Works Department is having such a big hole made in the wall of the old Barracks—the wall which faces what I think is called St. George's Place. I believe that the Minister, in replying to certain other questions regarding these alterations, mentioned administrative offices. It would appear to me that, unless there is to be a new car and vehicle entrance to the yard, there must be some rather drastic changes being made to the face of that building. We would be pleased to know from the Minister why these alterations are being made.

Mr. TONKIN replied:

I appreciate that the only reason why the Leader of the Opposition asked this question was that he is after information. I have assumed, up till now, that that is

the only reason why he has asked any question, and I am happy to supply the information. It is necessary to make a hole in the wall if one wishes to provide an entrance.

6. Mr. BRAND: I felt that the Minister for Works had made his point about my seeking information, but he fell flat on his face when he gave the answer to the question. Will he tell me whether it is intended that this hole in the wall—so wide and so large as almost to be capable of taking a motorcar—is intended to be a new entrance to ministerial rooms at the Public Works Department?

Mr. TONKIN: Some days ago the Leader of the Opposition asked some questions about alterations that were being made to the Public Works Department, and the answer given truly stated the position: that alterations were being made, in order to accommodate various sections of the Public Works and Water Supply departments. Certain of those offices will be used by some of the administrative staff of the department—of whom I happen to be one. Which particular office will be occupied by me I do not at present know; but I assure the Leader of the Opposition that the entrance which, to him, appears to be rather wide—he should argue that with the Principal Architect if he does not like it—will not provide the immediate entrance to any office to be occupied by me, although it may be a means of ultimately getting into the Minister's office. In order to allay the curiosity of hon. members opposite—I know they have been making inquiries for some weeks, without much result, by asking questions of the workmen around the place—

Sir Ross McLarty: I do not like these backdoor methods.

Mr. TONKIN: Neither do I. I would have much preferred—

Mr. Brand: That is a rather ticklish argument, is it not?

Mr. TONKIN: If the Leader of the Opposition wants to have his question answered, I suggest that he keep quiet until the answer is given. It was considered that the entrance to the administrative section of the Public Works Department might have been all right for Western Australia 50 years ago, but it is an anachronism today. It is not a very good advertisement for the State of Western Australia when we have to bring people, who are used to far better accommodation themselves, up the back stairs in order to get to the Minister's office; and so it was considered that, as alterations to the Public Works Department were already in train for accommodation of other sections of the department, the time was appropriate to effect some improvement to the administrative section of the Public Works Department. That is precisely what is being done. I expect that, when the work

is completed, one of those offices will be occupied by me, and the balance by other members of the administrative staff to the convenience of the general public of Western Australia and, I would hope, to the advantage of Western Australia.

SEPTIC SYSTEMS.

Installations at Country Schools.

7. Mr. BRAND asked the Minister for Education:

Which does he think has the highest priority in respect of public works in this State—septic tanks for country schools, or a new entrance to the Public Works Department?

Mr. Hawke: Or additions to Parliament House?

Mr. Brand: Yes, if you like!

Mr. Tonkin: Or the offices of the Leader of the Opposition?

Mr. W. HEGNEY replied:

I believe that the Leader of the Opposition asked a facetious question, but I will not answer it in that vein. There has to be a sense of proportion and reasonableness in all matters of Government administration and activity; and I have explained to the Leader of the Opposition on previous occasions what the needs of the Education Department are. I think the Deputy Premier has effectively answered the other questions of the Leader of the Opposition.

BILLS (2)—RETURNED.

1. Licensing (Police Force Canteen).
With amendments.
2. Land Act Amendment (No. 3).
Without amendment.

LEAVE OF ABSENCE.

On motion by Mr. May, leave of absence for two weeks granted to the Hon. J. B. Sleeman (Fremantle) on the ground of urgent private business.

PARLIAMENTARY SUPERANNUATION ACT AMENDMENT BILL.

First Reading.

Introduced by the Hon. A. R. G. Hawke (Treasurer) and read a first time.

UNFAIR TRADING AND PROFIT CONTROL ACT AMENDMENT BILL.

Third Reading.

THE HON. W. HEGNEY (Minister for Labour—Mt. Hawthorn) [2.49]: I move—

That the Bill be now read a third time.

THE HON. D. BRAND (Greenough) [2.50]: I shall not delay the House on this matter except to reiterate that we

are opposed in principle to the parent Act, and therefore to any amendments to it. It cannot be denied that the amendments obtained by the Leader of the Country Party during the Committee stages yesterday improved the legislation; but we are of the opinion that the Act is not in the best interests of Western Australia.

Mr. Graham: Poppycock!

Mr. BRAND: We are convinced that this type of law is not in our interests; and that has been proved.

Mr. Graham: Whose are, "our interests?"

Mr. BRAND: The interests of the State, and the people of the State. The other evening the Premier referred to a businesslike attitude, and a commonsense attitude. If the Government adopted a commonsense or a businesslike attitude in regard to this matter, it would repeal the Act and substitute for it legislation such as was recommended by the Royal Commission which made a most exhaustive inquiry into this delicate problem.

Last night, when replying to the debate, the Minister for Labour cited examples of profiteering by undertakers in Kalgoorlie, and also a few other minor matters. I think that highlighted the attitude of the Government. The Minister quoted those instances as a reason why this legislation should be on the statute book; and one wonders whether that does not indicate the Government's attitude and approach to industry generally, whether we call it free industry, private industry, or anything else. We are endeavouring to attract to Western Australia the secondary industries which we require so badly. We need new capital to be invested in this State, and this legislation will not assist us to get it.

Because we are opposed to the legislation in principle, and not so much because we feel that this amending Bill is unsatisfactory, we intend to continue our opposition until such time as the Act is repealed.

THE HON. A. F. WATTS (Stirling) [2.52]: Of course, the question of whether one supports this Bill or not has little or nothing to do with the existence of the parent Act. The question to be considered is, "What is in this Bill?" As the legislation stands at present, after having been rather heavily amended last evening, I think I am correct in saying that it does only four things.

The first is that it changes the name of the parent Act; and to that there has never been any objection, nor is there much value in it. The second proposition that is now left in the measure is to enable the director to obtain injunctions in certain circumstances. To that I have already expressed opposition; and I propose, in a

moment or two, to express some more. The third proposition is a desirable amendment to the parent Act in that it confers upon persons who are to be dealt with under the Act a right of appeal to the Full Court, and to the High Court if necessary; whereas, hitherto, the right of appeal was limited to a judge of the Supreme Court sitting in chambers. Therefore, that amendment is a desirable one.

The last part of the measure now provides a penalty for collusive tendering, not as was originally proposed by the Government, and to which proposition I expressed my extreme opposition last evening, but in virtually identical terms with those recommended by the Royal Commission of 1957, of which I had the honour to be chairman, and on which I had the valuable assistance of the Deputy Leader of the Opposition, the hon. member for Roe, the hon. member for North Perth, and the hon. member for West Perth.

As that clause was amended, in lieu of the proposition—the most unworthy proposition—brought forward by the Government that collusive tendering should be a ground for activity by the commissioner and as a basis for an ultimate declaration, as it is called, of the trader, the proposal in the Bill now seeks only to make collusive tendering against the public interest an offence punishable with the maximum penalty of £500. That is in strict consonance with the unanimous recommendation of the Royal Commission which was made in 1957.

So whatever may have been possible to say, and there was a great deal against the Bill when it was introduced, there is much less to be said about it now because it at least does one good thing—it extends the right of appeal and it also does something which was recommended after due consideration by the Honorary Royal Commission. Also, it does not, as was proposed by the Government, enable the activities of the commissioner to be directed towards the somewhat pathetic items which were referred to by the Minister for Labour last evening in connection with the cemetery operations at Kalgoorlie; because the retention of the word “means” in the definition of “unfair trading competition” ensures that proceedings cannot be taken under the Act against individuals unless they are part of a combine.

So the net result of the amendments—and I give the Minister full credit for his part in accepting them—has been greatly to improve the measure to the extent that I have mentioned. Unfortunately, however, there still remains in it what I regard as a most objectionable feature—the right of the commissioner or the director to proceed to apply for an injunction while he is engaged in an investigation. I do not wish to elaborate on the objections that I raised to that particular matter last evening; they are still as obvious as they were before.

I shall content myself with saying that it could amount to this—an injunction could be obtained in regard to an allegation made by the commissioner and which was subsequently found, as a result of investigation by the commissioner, to have no foundation in fact. And one does not obtain injunctions, at least in my opinion, unless the facts are such that the issue of an injunction is warranted on those facts. So it is most regrettable to me that that clause still remains in the Bill. It is extremely distasteful to me to see it there.

I do not think that I am too fussy in this matter; and what I have said has been derived from two sources, one an earlier training in the legal profession which is still, I think, of some odd value to me from time to time, although somewhat out of use in more recent years; and the second is a sense of injustice which appears to me to be involved in the kind of procedure that is implied by the paragraph to which I object. Therefore I cannot bring myself to be enthusiastic about the Bill, even in its present form; and much amended as it is, I shall have to take action accordingly.

MR. COURT (Nedlands) [3.0]: Before this Bill goes to the vote on the third reading I want to make my position perfectly clear. I cannot support the measure, on the very sound principle that the inclusion of further amendments to the Unfair Trading and Profit Control Act is getting further and further away from the recommendations made by the Honorary Royal Commission.

Mr. Graham: You are just the person who should talk about accepting recommendations of a parliamentary committee of inquiry after what you did in regard to the Metropolitan Transport Trust!

MR. COURT: That is all right; I am also expressing my views on this particular legislation.

Mr. Graham: Why should this Royal Commission be accepted as Holy Writ when you wipe off the other?

MR. COURT: Now that the Minister for Transport has said his little piece, I will continue with my story as to why I am opposed to this measure, and why I cannot accept it on principle.

Mr. Johnson: You would not recognise principle if you saw it.

Mr. Roberts: Another profound statement by the hon. member for Leederville.

MR. COURT: I was a party to this Honorary Royal Commission, and I stand by everything to which I put my name in that report. One of those points was that there should be legislation to make illegal collusive tendering contrary to the public interest. I have not departed from that one scrap.

Mr. Hawke: Much!

MR. COURT: Not one scrap!

Mr. Hawke: You have completely somersaulted.

Mr. COURT: If the Premier will take some time off and read recommendation 19 he will find that I have not departed one scrap.

Mr. Hawke: You have somersaulted completely.

Mr. COURT: If the Government will bring down legislation in line with the commission's report, the Premier will find that I will support it.

Mr. Hawke: You have completely somersaulted.

Mr. COURT: The whole substance of that commission's work and its findings was devoted to trying to arrive at legislation suitable to the peculiar conditions in Western Australia. But the Government has seized on this particular legislation ill-advisedly, and brought it down in its original form, so as to create the wrong atmosphere for such legislation; and it has persisted in trying to vindicate itself in that vicious legislation. All it is doing however is to further aggravate the situation that has arisen in this State—a situation which is most unsatisfactory. I cannot support the Bill.

Mr. O'Brien: You dare not.

Mr. COURT: While the actual principle the Bill seeks to remedy in itself might be beyond dispute, the fact remains that it is getting further and further away from the document to which I put my signature as a member of the Honorary Royal Commission.

Mr. Hawke: You are afraid of the meat chopper.

THE HON. W. HEGNEY (Minister for Labour—Mt. Hawthorn—in reply) [3.51]: The Deputy Leader of the Opposition rose to his feet and wanted to assure the Government that he was going to make his position plain with regard to the Bill. I do not think the members of the Government needed any assurance from the Deputy Leader of the Opposition as to what his attitude was likely to be.

Mr. Court: A further admission by you.

Mr. W. HEGNEY: His Leader was in close alliance with him, and their attitude was different from that of the members of the Country Party who, as I said yesterday, adopted a constructive approach to the measure now before the House.

Mr. Court: Your tongue is sticking to your cheek.

Mr. W. HEGNEY: I do not think I need refer to the remarks of the Deputy Leader of the Opposition. Apparently he proposes to go it alone, or with the assistance of the members of his party. I would, however, like to comment on the remarks made by the Leader of the Country

Party. The hon. member strongly opposed the clause relating to the application by the director for an injunction in certain cases. I have already referred to the comments made by the Leader of the Country Party and have given quite a lot of consideration to them; and I will say that we do not propose to stand adamant on the clause.

In connection with this injunction I am reminded of the remarks made by the Deputy Premier last evening. As an example, it might be advisable, we will suggest, for the director to apply for an injunction in the case of the Plaster Manufacturers' Association. If it is still the practice for the association to fix plasterboard as a condition of contract in certain cases, it might be advisable for the director to apply for an injunction until the case was heard.

This is the position as I see it: The Leader of the Country Party has pointed out that an injustice could be perpetrated on a trader if an injunction were sought and obtained and if, months later, after an investigation it was found that the trader was not engaging in unfair trading, or indulging in unfair methods of trade competition. In view of the circumstances, I am prepared to give an undertaking to the Leader of the Country Party that whilst the clause will remain in the Bill, and will be submitted to another place, I will undertake to ensure that it be not insisted upon. I trust that will meet the requirements of the Leader of the Country Party.

Mr. Watts: Unfortunately it is in the Bill now; we will have to deal with that later on.

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

Ayes—24

Mr. Andrew	Mr. Lapham
Mr. Bickerton	Mr. Lawrence
Mr. Brady	Mr. Marshall
Mr. Evans	Mr. Moir
Mr. Gaffy	Mr. Norton
Mr. Graham	Mr. Nulsen
Mr. Hall	Mr. O'Brien
Mr. Hawke	Mr. Rhatigan
Mr. W. Hegney	Mr. Rowberry
Mr. Jamieson	Mr. Sewell
Mr. Johnson	Mr. Tonkin
Mr. Kelly	Mr. May

(Teller.)

Noes—17

Mr. Bovell	Sir Ross McLarty
Mr. Brand	Mr. Nalder
Mr. Court	Mr. Oldfield
Mr. Crommelin	Mr. Owen
Mr. Grayden	Mr. Roberts
Mr. Hutchinson	Mr. Thorn
Mr. Lewis	Mr. Watts
Mr. Mann	Mr. I. Manning
Mr. W. Manning	

(Teller.)

Ayes.

Mr. Sleeman
Mr. Tooms
Mr. Heal
Mr. Potter

Pairst.

Mr. Perkins
Mr. Hearman
Mr. Wild
Mr. Cornell

Noes.

Majority for—7.

Bill read a third time and transmitted to the Council.

PLANT DISEASES ACT AMENDMENT BILL

(No. 2).

Second Reading.

THE HON. L. F. KELLY (Minister for Agriculture—Merredin-Yilgarn) [3.10] in moving the second reading said: It is the purpose of this Bill to amend those sections of the Act which give power to the Minister to raise finance to combat fruit-fly infestation, and to establish fruit-fly baiting schemes. The latter was originally provided for in Section 39 (c) of the original Act. Fees for registration are laid down as follows:—

- (a) Registration and for transfer of the registration of an orchard, 2s.
- (b) Other registration fees may be graded from 2s. 6d. upwards, according to area.

A separate enactment arising from Section 39 (c) was made in 1939 and was known as the Plant Diseases (Registration Fees Act), and Section 39 (c) remained unaltered.

Over the past two years, fruit-fly infestation has caused some damage over the entire State. Growers have indicated their concern at the inadequate funds available under the provisions of the Act, and their willingness to pay higher registration fees and contribute from their trust funds in order to launch a greater effort to reduce the incidence of the pest.

I might mention here that the growers are prepared to subscribe from their trust funds a sum of £8,350, and are also prepared to contribute from the fees raised a further sum of £4,000. In addition, it is proposed to obtain £750 from the non-commercial orchards, making a total of £13,100. The growers' organisations have requested that the Government subsidise that amount of £13,100 on a £ for £ basis, and this the Government is prepared to do.

The Bill also provides for an increase in the registration fees for commercial orchards of one acre or more from 2s. to 5s., and an increase for non-commercial orchards of 25 trees or more, from 2s. to 5s.; and the aggregate of these fees and the trust funds of the W.A. fruitgrowers to be subsidised by the Government on a £ for £ basis.

The specific section of the Plant Diseases Act dealing with fruit-fly baiting was assented to in 1947. Conditions are laid down for the taking of polls, the formation of committees and the maximum fees for both commercial and backyard orchards. Amendments were made in the years 1949, 1950, and 1954. The last amendment varied baiting charges for both commercial and backyard gardens.

The sections concerned in the present Bill are Section 12C (a), concerning the discontinuance or otherwise of baiting

schemes in existence, and Section 12C (v) (1) (C), which deals with a variation in the charge for baiting backyard gardens.

With respect to the section governing the fruit-fly baiting schemes, the Act at present provides for Government-subsidised baiting schemes, which are limited to a period of operation of three years. At the expiration of that time, continuance of the scheme is decided by a new poll of registered growers. This provision, together with the lack of funds, has had the effect of restricting the effectiveness of the scheme by terminating operations prematurely.

It has been the experience of the department that baiting schemes are handicapped by the large number of backyard gardens to be treated. As the costs involved for this service are greater, because of the separate locations of the gardens, the maximum baiting charges provided for under the Act are insufficient to cover these costs. This factor is instrumental in the schemes ceasing operations, owing to shortage of finance, before the commercial fruit season has ended and when fruit-fly infestation is still a problem.

The proposed amendment is to ensure a greater degree of permanency for the fruit-fly baiting schemes by providing that the discontinuance of the scheme, after the initial three-year period, can only arise when at least 10 per cent. of registered growers eligible to vote request the Minister to hold another poll.

The Bill also provides that baiting charges on non-commercial orchards should be doubled to enable the financing of baiting schemes over a longer period. The measure is designed to give the Minister power in the Act to raise additional funds and to effect the more permanent establishment of the fruit-fly baiting schemes for the purpose of waging a more effective campaign against fruit-fly.

There is very little more to explain in regard to this Bill. Most hon. members who are interested in this legislation were present at the conference of the Fruit-growers' Association, and will recall that the contents of the Bill cover most of the points discussed at that gathering. After a subsequent meeting with the Department of Agriculture, it was decided that an amending Bill be brought down in this form. I move—

That the Bill be now read a second time.

On motion by Mr. Owen, debate adjourned.

PLANT DISEASES (REGISTRATION FEES) ACT AMENDMENT BILL.

Second Reading.

THE HON. L. F. KELLY (Minister for Agriculture—Merredin-Yilgarn) [3.18] in moving the second reading said: The purpose of this Bill is to amend the Plant

Diseases (Registration Fees) Act and is a complementary measure to the Bill I have just explained. It is necessary for me to duplicate, at least in essence, what has already been said in connection with the first measure.

A separate enactment arising from Section 39 (c) was made in 1939 and was known as the Plant Diseases (Registration Fees) Act. Section 39 (c) remained unaltered. This Act was repealed in 1941, and the present Act was assented to in December, 1941. Subsequent amendments were made in 1944; and in 1952 an amendment raised backyard orchard fees from 1s. to 2s., while commercial orchards remained unchanged. The present amendments to increase orchard registration fees must therefore apply to the parent Act Section 39 (c) and the Registration Fees Act Section 4 (1) and Section 4 (2) (a). The Bill proposes to amend that section of the Act which empowers the Minister to charge commercial growers and non-commercial growers a registration fee for the registering of orchards and gardens. At present, the section provides that registration fees for all orchards shall be 2s. per annum.

In recent years fruit-fly has caused some damage over the entire State and growers have indicated their concern at the inadequate funds available under the provisions of the Act and their willingness to pay higher registration fees in order to launch a more effective effort to reduce the incidence of the pest. It has been seen that additional funds are necessary to adopt vigorous counter-measures involving the use of research, publicity, the adoption of further fruit-fly baiting schemes and extending the operations of present schemes which are at present restricted by insufficient finance.

This Bill provides for an increase of registration fees for both commercial orchards of one acre or more, and non-commercial orchards of 25 trees or more, from 2s. to 5s. per acre. This will not affect the great majority of backyard growers. The purpose of this Bill is to give the Minister power to raise additional finance to wage a more effective campaign against fruit-fly. I move—

That the Bill be now read a second time.

On motion by Mr. Owen, debate adjourned.

MINE WORKERS' RELIEF ACT AMENDMENT BILL.

Second Reading.

THE HON. A. M. MOIR (Minister for Mines—Boulder) [3.23] in moving the second reading said: The Bill provides for a small amendment to the Act. The Mine Workers' Relief Act came into being in 1932 to provide for, amongst other things,

the examination of, and the issuing of certificates to, mine workers. It provided for their periodical examination to check on their condition and also to ascertain whether they were suffering from tuberculosis in any degree.

If a worker—a new applicant wanting to enter the industry—is found to be suffering from this disease, he is not issued with a certificate. If a worker, who is already engaged in the mining industry, is found to be suffering from tuberculosis, he is immediately prohibited from continuing to work in the industry. The Act also provides for the miners to be notified if they are suffering from silicosis, when they reach the stage which is defined as "early silicotic." When a miner reaches that condition, he is advised as follows:—

Take notice that you are reported as having developed silicosis in the early stage, and that further employment underground at a mine may be detrimental to your future health.

This notice does not have the effect of preventing a man from continuing to work in the industry, but it does warn him that he has reached a certain stage in regard to incapacity from silicosis. He can continue working in the industry until a further stage—designated the advanced stage—is reached, when he is again notified, as follows, by the Minister for Mines:—

Take notice that you are reported as having developed silicosis in the advanced stage, and that further employment underground at a mine may be detrimental to your future health.

The Mine Workers' Relief Act also provides that a fund shall be set up and contributed to in equal parts by the employee, the employer and the Government, in order that a mine worker, having become incapacitated through reaching the advanced stage of silicosis, or because he has silicosis with tuberculosis, or tuberculosis on its own, may receive the measure of payment which is laid down in the legislation. The payments are not very large. These men can, under this Act, receive payments when workers' compensation is exhausted.

The Act also provides that they are entitled to curative treatment.

Since the war, one industry which has grown to quite sizeable proportions is that concerned with the mining of asbestos. This industry has its problems, inasmuch as the workers engaged in mining asbestos contract a disease known as asbestosis. This complaint is somewhat similar to silicosis although, in some respects, different. It is, of course, an unfortunate fact that in time it can lead to the total disablement of the worker because of his inhaling dust carrying asbestos fibre.

The action of this fibre is somewhat different from the action of silica on the lungs. The action of silica is of a chemical

nature, whereas the action of asbestos is of a mechanical nature. But the effect is much the same as, in both instances, the lungs become affected, and if the man remains in the industry long enough, he becomes disabled. When the Act was first brought into being, there was no asbestos mining—we just had ordinary mining—and only silicosis was envisaged as a possible factor. But today we have a few men who are developing asbestosis. It is considered that it is time this Act was brought up to date to provide for those men who are not disabled by silicosis but by asbestosis.

Medical officers of the Public Health Department have been consulted on this matter and they advise that the various degrees of disability can be determined and a condition comparable with early silicosis can be diagnosed. As a result the man affected can then receive the necessary notification of the stage his disease has reached. As his condition progresses he can again be notified at that time when he becomes comparable with an advanced silicotic. This will also enable the affected worker to take advantage of the benefits that are provided under this Act for a worker who is similarly disabled as a result of contracting silicosis.

As the mine workers in the asbestos industry are contributing each fortnight to this fund, a great injustice will be done to them if we do not amend the Act in their favour. The type of industrial disabilities that they might contract is not one that is provided in the Act. Therefore, the Bill seeks only a simple amendment to the definition of silicosis and to provide that where the word "silicosis" appears in the Act this will be synonymous with the word "asbestosis".

The amendment has not been necessary before because no worker has contracted this disease until recently when a small number of men became affected by asbestosis. We should now make provision for them. The Mine Workers' Relief Board, which controls the fund in question, has been consulted on this matter and it is completely in accord with the amendment. The board comprises two members representing the employer and two representing the workers. They are elected from time to time and there is a chairman representing the Government. Those men unanimously support this amendment. I commend the measure to the House, and I move—

That the Bill be now read a second time.

On motion by Mr. Bovell, debate adjourned.

Message.

Message from the Lieut.-Governor and Administrator received and read recommending appropriation for the purposes of the Bill.

FACTORIES AND SHOPS ACT AMENDMENT BILL.

Second Reading.

THE HON. W. HEGNEY (Minister for Labour—Mt. Hawthorn) [3.37] in moving the second reading said: This is a Bill to amend the Factories and Shops Act and only two matters are involved, but it will be noted they are in totally different spheres. The first deals with safety promotion and industrial accident prevention. Throughout all States of Australia authorities are intensifying their efforts to promote safety in industry. Recently there was a conference of representatives of all States held in Canberra to launch an industrial safety campaign. This State was represented by the Chairman of the Workers' Compensation Board and the acting chief inspector of the Factories Department, Mr. Copley.

There is a growing awareness of the necessity for Australia to increase her productivity if she desires to remain in the industrial field and to be in a position to compete in the home and overseas markets. One of the avenues, in relation to the subject of productivity, which has been explored is industrial accident prevention. It has been established that active attention to this subject can result in great humanitarian and economic gains or advantages. It is not possible to give exact figures of what industrial accidents mean to Australia, as comprehensive statistics are not kept throughout the Commonwealth. It is possible, however, to assess the total Australian annual industrial accident figures as being roughly as follows:—

Fatalities	500
Injuries disabling for one or more days	350,000
Estimated annual loss of working hours (man years)	30,000

Those figures are rather staggering.

Thus the lost working time from accidents is roughly equivalent to the continuous absence from work of 30,000 men. Hidden in these figures are such things as blindness, amputations, permanent injuries, disfigurements, temporary and permanent incapacitation and many other causes of human misery. The toll of human suffering, pain, and unnecessary bereavement brought about by these accidents demands the urgent attention of every hon. member in this House and the community at large.

There are no accurate figures, but we do know that workers' compensation claims for the year 1955-56 were a little more than £30,000,000. This is the direct cost. But, of course, it does not include such things as loss of time of the injured employee; the cost of the lost time of other employees who stop out of curiosity and

sympathy to assist the injured person; or the cost of lost time by foremen and other executives assisting the injured employee.

There would be other items such as the cost of investigating the accident; of arranging for production to be continued by another employee; of breaking in new employees; and of damage to machines, tools, other property, and materials. It is claimed by accident prevention authorities that, by applying a factor of four to the total workers' compensation claim payments, it is possible to arrive at a fair estimate of the total economic loss. This would include hidden costs, and would mean that the economic wastage in Australia, through industrial accidents, is approximately £120,000,000.

This toll is indeed staggering. It must be borne in mind that the figure I have mentioned does not include accidents to self-employed persons, or accidents where no-one is injured, but which could cause heavy property damage, such as by fire or explosion. It has been established that the cost of industrial accidents far outweighs the cost of industrial strikes and stoppages throughout Australia.

Industrial accidents cannot be prevented by the law alone. It is estimated that one-third of all accidents can be prevented by sound regulations and safety codes. In Western Australia there is at present no power in the Factories and Shops Act to permit the promulgation of regulations or codes in regard to places outside factories. This Bill, by two small amendments, will give power to Government industrial departments to promulgate and enforce codes and regulations.

If we are to promulgate the necessary codes and regulations to prevent industrial accidents, we must be able to do so in all places wherever people work. Already there are two subjects which are causing concern. The use of powered tools is one, but at the moment there is no authority to legislate for the control of this new development. The Government also has in mind regulations to protect people who are engaged cleaning windows in multi-storied buildings.

The relevant clause in the Bill does not lightly grant power to make regulations, but requires publishing in the best manner possible, giving notice of the proposal to make regulations and places where copies of drafts may be sighted. It permits objection to the draft regulations, whereupon an inquiry must be held. Such power already exists to a great extent under Section 55 of the Factories and Shops Act relating to the making of regulations to control noise, fumes, and so forth.

The practice that has been in force over recent years, where special regulations have been made, is for conferences of interested parties to be called to discuss the draft regulations. The usual procedure adopted by the Factories and Shops Department

is to confer with the private employer and the industrial union movement. I do not think that any of the regulations made in late years under the Factories and Shops Act has been challenged by any hon. member of either House.

The making of regulations has been put into effect in regard to superphosphate, benzene, foundry, welding, and cutting. Draft regulations for the prevention of eye injuries are under scrutiny by interested parties. It is considered that this amending Bill can result only in good, and certainly it will be our contribution to an honest endeavour to do our best to prevent industrial accidents, and to assist in the increased productivity of the State.

As I have stated, a conference representing all the States, with the object of launching a campaign to bring before the notice of the community at large, particularly the employers and workers, the need to prevent industrial accidents, has been called.

Sitting suspended from 3.45 to 4.5 p.m.

Mr. W. HEGNEY: The second part of the Bill has relation to the hours of trading for warehouses, more particularly in the grocery trade. The parent Act defines a warehouse as follows:—

"A warehouse" means any building, premises or place in or from which goods are sold, offered for sale, or distributed by wholesale only.

A warehouse, as far as I am aware, in regard to the Act is neither a shop—it is not included in the definition of "shop"—nor a factory, but is as I have just indicated.

There is no provision in the Act for a closing time for warehouses, but the closing time of shops, for example, is six o'clock. As hon. members know, under the Shops and Factories Act there is a provision which gives precedence to an Arbitration Court award over the Factories and Shops Act. Therefore, we have this position: While in the Factories and Shops Act the closing time is 6 p.m., under the award, or the agreement made between the shop assistants and the employers, the closing time for shops is 5.30 p.m.; and therefore the hours of trading prescribed in the award are paramount.

In regard to warehouses, however, there is no closing time stipulated, and there has never been up to recent times, any need for any disturbance of the existing position. In recent months, however, the position arose where one grocery warehouse stayed open till 9 p.m., and other businesses of a like nature in competition with this particular warehouse followed suit. But concern has been expressed at this trend.

Mr. Ross Hutchinson: By whom?

Mr. W. HEGNEY: By the Shop Assistants' Union, as a matter of fact. These warehouse employees are members of the

Shop Assistants' Union. It is true that overtime provisions apply, but some warehouse people are not over-anxious to remain open till nine o'clock but are doing so at the moment because, as I say, one of their fellow traders is doing so. As I mentioned, until recently the trading hours for warehouses caused very little concern, but the new development has taken place, with the consequence that the hours have been extended on week-days from 6 p.m. to 9 p.m. on a self-service basis.

I might add that an inspector of the Factories and Shops Department inspected these warehouses. The survey shows that few of the warehouses are in favour of the new development, but while one remains open the rest must, of necessity, follow suit. There appears to be no doubt that all the firms engaged in this field are paying the correct rates of pay, and this, involving penalty rates, plus lighting and other charges, means that additional overhead is added to the wholesale cost of groceries. If this continued, the ultimate tendency would be to bring about an increased cost to the public for these articles. Any extra wages paid must come from somewhere.

There is little doubt that this scheme, which started as an effort by one firm to recapture business, was the cause of the present development and it must ultimately have the effect of increasing prices generally and contributing further hardship for the small grocery retailer.

Mr. Ross Hutchinson: Did the first firm concerned think it would enable them to operate on a competitive basis?

Mr. W. HEGNEY: I am not in a position to assure the House in this regard, but an executive officer of a particular firm might be asked to work back and, not being bound by an award or industrial agreement, he might not get any extra for it; but at all events one can understand the concern of the Shop Assistants' Union in regard to the extension of the late shopping night. Any one who knows the background with regard to shopping hours for retailers will appreciate the concern of the members of the Shop Assistants' Union.

Mr. Roberts: Is not the present position a great advantage to the one-man trading concern?

Mr. W. HEGNEY: I do not think there would be anything to be gained by the one-man business. The self-employed person has an advantage and, as I said, the self-employed person is not bound by the award. As the hon. member for Bunbury knows, the award provides for a closing time of 5.30 and the self-employed businessman can keep his establishment open until 6 p.m.

Mr. Roberts: But this gives him opportunity to get his requirements from the wholesaler after he has closed his business.

Mr. W. HEGNEY: That might be so; but I do not think there will be any great advantage in it. Under this new development it will be possible for a group of householders to band together and make their purchases at the wholesale rates, thereby trading after hours with resultant hardship to the retail shopkeeper. The warehouses, of course, will not engage in business on a retail basis, but a group of householders could buy on a wholesale basis, and then distribute their purchases amongst themselves. That would do the self-employed shopkeeper an injury.

Mr. Roberts: It could only be done with the concurrence of the wholesaler concerned.

The SPEAKER: Order!

Mr. W. HEGNEY: The warehouse exists to sell whatever commodities it handles, and, so long as it is paid, I do not think a warehouse would refuse to supply goods to a group of people, or to one person acting for a group, whether trading in a suburban area or not. The Bill deals only with the hours of grocery warehouses and will keep their hours of trading in line with those of other grocery establishments. Those are the two main provisions of the Bill; extending the provisions of the Act to enable regulations to be made in regard to industrial safety measures, with the object of preventing industrial accidents, and regulating the hours of the warehouses, to which I have referred. I move—

That the Bill be now read a second time.

On motion by Mr. Ross Hutchinson, debate adjourned.

HIRE-PURCHASE BILL.

Second Reading.

Debate resumed from the previous day.

THE HON. A. F. WATTS (Stirling) [4.16]: There is no doubt in my mind that this Bill is worthy of support at the second reading stage; in fact, I think it can safely be said that, taken by and large, it is a very reasonable measure. There are on the notice paper some amendments which I think it would be well to incorporate in the Bill, as I believe they would correct one or two anomalies in the measure and improve it in other directions as well.

There is no use denying that hire-purchase today is very necessary; in fact, it is an essential part of our way of life. Without it, I suggest, the opportunities of a very large percentage of the people to acquire things which, in these modern times, are regarded as essentials, would be indeed restricted.

What is perhaps more important is that by enabling an increased demand by the public for such things to be met, hire-purchase creates opportunities for employment and activity in industry which otherwise would not exist. Were we restricted

to sales for which cash had to be paid on supply, or on ordinary monthly terms, there is to my mind no question that the manufacturing industries, in many departments, would find their activities very restricted and the employment that they can offer would be very much less than it is today.

Hire-purchase extends today to such a vast number of things that it is almost impossible to realise the complete scope of its ramifications. Because of the publicity which is given to transactions on hire-purchase, we are perhaps inclined to think most of those transactions involving such things as motorcars, washing machines, refrigerators and radios; but there are so many other things that are made available to a large section of the public on hire-purchase conditions of one sort or another, that the items I have mentioned form by no means even a major proportion of the hire-purchase transactions that take place.

A great deal of farming machinery, including such all-important things as tractors, are acquired in many instances under hire-purchase agreements; and machinery much larger than the normal tractor, and used for heavy earth-moving and the like, as well as very small items down to such things as electric fry-pans, can all be obtained, if one wishes to do so, on hire-purchase.

So anybody who seeks to place undue restrictions on the expansion of the hire-purchase business is certainly going to limit the opportunities of a great many of his fellow-citizens to obtain articles which are essential for the carrying on of their business, and he would certainly limit the opportunity of a great number of his other fellow-citizens in obtaining employment. So we cannot look unfavourably on the general principle of hire-purchase which, as we all know, has expanded mightily in the last half-century.

Fifty years ago hire-purchase was known, but the hire-purchase agreement was a document very much simpler than it is today. The finance company, such as we know it, and which has enabled in more recent times very rapid expansion of hire-purchase business, was virtually unknown. What transactions there were in hire-purchase were made by those who either manufactured the articles themselves or alternatively bought them and financed their own resales upon terms.

I suppose at that time the sale on hire-purchase without a deposit was virtually unknown. The practice was, of course, that a reasonably substantial deposit should be paid and, as a general rule, at that time, as I remember the situation 35 to 40 years ago, it was very rarely that one was given more than 18 months' terms for the completion of the transaction.

Mr. Nulsen: And usually at the bank rate of interest.

Mr. WATTS: Yes. The idea of the flat rate, about which I propose to say a word or two in a few minutes, was also virtually unknown. More likely one would find the rate of interest charged calculated with periodical rests. If the instalments were to be paid monthly then, at the worst, the calculations of interest would be on a quarterly basis. Therefore the interest would be reducible in accordance with the reduction in the amount owing on the vehicle or article that was under the hire-purchase agreement.

Throughout, of course, the principle has remained that until the last penny has been paid the property in the goods remains that of the owner, and the hirer is not entitled to the property until the last penny of his obligation has been met. That principle is even more important today in view of the much heavier costs in our inflated currency of the many articles that come under hire-purchase arrangements. It is a bit difficult to bring oneself to approve of hire-purchase transactions without any deposit. Yet it is apparent, if one inquires into the transactions that are going on in hundreds around us every day, that the result of such transactions is in the main completely satisfactory; or at least satisfactory to the extent that in very few instances is default made in the completion of the purchase.

It is true that precautions have been taken against defaults, in many instances, by the provision of insurance policies against unemployment, sickness and the like, so that if, as it would be in the ordinary way, there would be a default because the breadwinner has ceased to be able, because of sickness or unemployment, to bring in sufficient money to meet his obligations, the insurance policy, where it exists, covers that difficulty and so repossession or default does not take place.

Bearing those things in mind, one is inclined to look a little more favourably on the idea of hire-purchase without any deposit, particularly as regards the smaller articles—one might call them the household appliances—which are sold in such large numbers under hire-purchase arrangements at present and which, being in the nature of household furniture, I understand do not come within the necessity of registration under the Bills of Sale Act.

There is also the question of the rates of interest that are charged. As I said earlier, the methods years ago of charging interest on hire-purchase contracts were very different from those that persist today. I do not suppose that the bank rate of interest has altered very much; if I remember aright, in the 1930's it was somewhat higher than it is today. But unquestionably the rate of interest charged on hire-purchase agreements has risen somewhat considerably in two ways. Firstly, the actual percentage charged is somewhat greater; and secondly the

system of calculating interest on a flat rate has come into use. In my opinion there are some objections to the calculation of interest on a flat rate, particularly where the liability is being substantially reduced as each instalment is made.

It seems to me that there is room for greater consideration of that aspect than we have yet given to it. But at the same time I realise the many difficulties that have to be faced in regard to this matter; and I am not going to offer any criticism of the lack of any provision regarding a maximum rate of interest in this measure. I say that because I am inclined to agree that in such things one should hasten slowly and if, as events go on, it appears that some action ought to be taken as regards interest rates, there will be ample opportunity to take it. At the present time I am satisfied to accept the principles that are contained in this measure, subject to some amendments which do not include either the question of regulating the rate of interest on hire-purchase agreements or any question of no deposit being paid.

The Bill really sets out to ensure, first that the hire-purchase agreement clearly states exactly what are the terms of contract between the owner and the hirer, beyond any suspicion of evasion or chicanery; and also to ensure that the hirer is given reasonable treatment throughout the transaction, even when he is compelled, because of adverse circumstances, to return the article to the owner before it is fully paid; in which case, of course, if he has what we are pleased to call an equity in it, he is entitled to receive that equity on a fair basis.

The average firm, however, that engages in hire-purchase, without this legislation, I feel sure, has been, and is, ready to give to its customers a fair deal; and were the majority themselves the only people to be considered in regard to hire-purchase transactions, as owners, the necessity for this legislation would probably not exist. Unfortunately, however, there would appear to be, as in almost every set of circumstances, a minority which does not act in the way which appeals to the sense of justice of the majority of those engaged in financing hire-purchase transactions, let alone that of the general public.

The majority of those engaged in this business are fair and honourable men, carrying on a perfectly legal business in a fair and reasonable manner. Unfortunately, it is always our fate, in legislation which seeks to place any control upon anything—as a general rule, anyway—to be coping with the minority who, apparently, are quite incapable of giving the persons with whom they have to do business that fair deal which we are always so anxious to see. So it is in respect of that minority that legislation of this kind—and many

other kinds—has had to be passed and, doubtless, will have to be passed in the future.

I thought that the Minister, in introducing the Bill, took a very reasonable line. He evidenced to me a clear intention of putting something on the statute book which would be an improvement on the existing law, and which would deal with greater clarity and certainty with the various problems which arise with regard to hire-purchase transactions. That is not to say that the Act of 1932 has not served an extremely useful purpose and could, doubtless, have served a better purpose, had more people either been acquainted with its contents, or ready to take advantage of them; because the powers of the magistrate in the event of disputes between the hirer and the owner in regard to repossession of the chattel—which was the subject of the hire-purchase agreement—were pretty considerable; and there was every possibility in the Act of a measure of justice being done in difficult cases if the party concerned took advantage of the Act.

But as time has gone on, it seems to me that fewer and fewer people have done so. It may be that there have been fewer instances where there has been the need for it, but I am inclined to think that is not so. I feel that the reason is that the provisions of the Act have not been well enough known to the people concerned. As I see it, this Bill proposes to make perfectly certain that as far as is humanly possible, they will be acquainted with the law, or at least their rights therein; because it makes provision for written notice to be given of the rights of the parties, which are clearly set out in the Schedule to the Bill.

If I remember rightly, the Act of 1932 was presented to this House by the hon. member in another place who is now President, and that took place at a time when the problems of the depression were upon a very large number of people, and particularly when the first spasm—if I may call it that—of the purchase of tractors and farming machinery under hire-purchase had begun.

As I understand that measure, or at least its basic principles, it was to limit repossession to the extent possible under reasonable legislation. Unquestionably at that time it succeeded in doing just that, because well before the Bill had become the Hire-Purchase Agreements Act of 1932, repossessions were going on wholesale in the rural areas of this State, and it was most noticeable to see how they became restricted in number almost immediately after that legislation was enacted.

I myself recollect at that time having taken the opportunity of using the provisions of the Act before the Local Court magistrate in two or three very difficult

cases of repossession. So we have not been without any legislation for the protection of the hirer over the last 26 years. We have certainly had some. It may be that that legislation, with comparatively slight amendments, would have served the purpose for a considerable time; but the situation is that this Bill proposes to repeal the Act of 1932, and to replace it by the provisions of this measure. Accordingly, I thought it behoved me to have a look at it, as far as I could, to ensure that on the one hand it was at least as helpful to the hirer as the Act of 1932; and, on the other, as fair to both parties as was necessary. With few exceptions, which I think could be covered by the amendments on the notice paper—with most of which I agree—I believe this Bill is an honest attempt to do just what I have said. In all the circumstances, and believing that hire-purchase is a very important part of our economy today, and will continue—and must, in fact, continue—to be so, if we are to maintain employment and production in very many lines, I am only happy to give my support to the second reading of the Bill.

MR. JOHNSON (Leederville) [4.40]: Like the hon. member for Stirling, I rise to support this measure. I do not intend to go into all the details of it as they have been well covered. There are one or two points, however, that I feel could be made. The two previous speakers on the opposite side eulogised the part played by hire-purchase in our economy. I do not doubt that it does play a very real and important part in our economy; but I am not convinced, as they are, that that part is necessarily an ideal one.

However, it is one that exists. I cannot help but feel that had hire-purchase not developed in the way it has, the advances which our economy has made would have been of a different pattern; we would have had a more stable and more desirable economy rather than an economy of the milk-bar type that we have now. Hire-purchase has been a method of raising the standard of living by making available luxuries and semi-luxuries; and, whilst luxuries and semi-luxuries are very nice in themselves, I am not certain in my own mind that they are necessarily the best thing for our nation. However, as far as the individual is concerned, they are certainly very pleasant; and people avail themselves of hire-purchase because it is a pleasure to them to have these luxuries and semi-luxuries; and they do just that without regard for the result upon the economy of the nation.

I admit that now hire-purchase has reached the stage of development it has, the direction of the economy cannot be changed readily into a more desirable pattern; it certainly cannot be changed by any action of any State Government. If changes are to be made in the economy

of Australia they must be made at a Federal level; and, because of the refusal of the Federal Government to face what is, I think, quite clearly a Federal responsibility of directing the economy, it is becoming necessary for the States to assume the responsibility which the Federal people have refused to accept.

For that purpose it is necessary that there should be parallel—or nearly parallel—legislation in the various States. This is the third session on which I have spoken on hire-purchase. On two previous occasions I introduced amending legislation. The legislation I introduced as a private member last year was based as closely as it was possible for a private member to base it, upon the legislation in New South Wales. That legislation was adopted as a pattern by me because I believed—and I still do—that the New South Wales legislation is preferable to the Victorian legislation.

The Bill we have before us is identical, word for word, with the Victorian legislation, except that it leaves out certain clauses relating to deposits. I would prefer the same parallelism—if I might bow to the Minister for Labour—and almost conscious parallelism, with the New South Wales legislation. I find I am not alone in that. I have correspondence from the chairman of the Australian conference of hire-purchase operators—that is the body that consists of the leading large hire-purchase concerns and is the group that is related to the trading banks. It is a group of people who are in this industry; and they handle the business very efficiently, and certainly without any intention of exploiting their customers; not that I entirely agree with their profit rate, which I feel is a bit high.

The gentleman who is chairman of this conference on an Australia-wide basis had this to say about the matter which is now before the House; and I quote from portion of his letter. It reads—

It is to be noted that all member companies accept the principle that there should be effective legislation in all States to protect the users of hire-purchase. The Australian conference, in a letter to the Prime Minister, has already given its support to the proposal for a Premiers' Conference to attempt to reach uniformity of legislation in all States.

We believe the New South Wales Act should serve as a guide and members of the conference would be happy to co-operate in any enquiry leading towards uniform legislation.

It will be seen that the points I have given in favour of the New South Wales legislation instead of that of Victoria have the backing of people who are very influential in this industry.

As the Leader of the Country Party has said, the legislation is designed, not to deal with the good boys of the industry, but with the villains; and there are some who can be regarded as villains—people who, under the protection of the agreements, and frequently just by bluff, do various things which no reputable person would countenance.

One of the matters covered by this legislation in a manner different from that adopted in New South Wales, is that relating to insurance. The New South Wales legislation adopts the principle that the control in insurance should be achieved by putting a ceiling on the rates. The principle adopted in the other legislation is to give freedom of choice as to company.

Mr. May: That is in this legislation.

Mr. JOHNSON: Yes; the Victorian legislation and this Bill are identical—word for word, including spelling mistakes. The structure of the industry in some of its parts is closely related to a degree of control over the insurance of the articles covered by hire-purchase and, particularly is that so with the companies that use the pool for insurance.

One of these organisations is the Commonwealth Bank of Australia which uses this form of insurance in its industrial finance section. Because of the use of the pool system, the administrative costs of handling insurance are a great deal simpler under the New South Wales legislation than they will be under this Bill, unless people, on their own volition, elect to use the type of insurance provided under the Commonwealth Bank's present system. That also applies to some of the other organisations in the hire-purchase industry.

I feel that the growth of legislation in all States in relation to the hire-purchase industry is an indication of a very real need for some degree of control. I have copies of Bills from various States, including one from South Australia which was introduced by the Leader of the Opposition in that State and defeated at the second reading a couple of weeks ago. It covers, in a slightly different form, many of the same problems.

I regret that the matter of deposit is not covered in this legislation. I feel it should be. I do not agree that no-deposit trading is good, either for the trader or for the purchaser; and I hope that in 12 months' time—as the hon. member for Nedlands has foreshadowed—legislation to give some degree of control over deposits will be before the House.

The idea in the Victorian legislation is that there should be a flat minimum deposit of 10 per cent. That is a provision which I do not think is right. The New South Wales legislation provides for varying rates of deposits for varying types of goods. I think that is far more desirable,

because different sections of the trade relate to different patterns of behaviour; and the type of deposit that is suitable for, shall we say, a parcel of manchester, is completely unsuitable for an industrial tractor—and a refrigerator is different from a television set, and so on. A deposit of 10 per cent. is far too little for some of the more risky type of goods and is yet possibly a bit high for some of the others.

I would like to bring to the notice of hon. members that control is required, not only of hire-purchase in this form, but in the form of credit sale, which is very largely parallel to hire-purchase and is the form of business transaction operated by door-to-door salesmen, particularly in the clothing and household linen business. It is a type of business in which everything looks like hire-purchase, except for the fact that the property or the goods change at the time of the contract and not at the time of the completion of the contract.

It is a form of contract that will be used by the bad boys in the industry to evade the provisions of this Bill if it becomes an Act. If we desire sound legislation to control the few villains in the piece, I feel it is certain that we will have to introduce a parallel Bill to control this other form of sale, because the bad boy will slip out into it.

I also regret that the Bill includes the repeal of the Hire Purchase Agreement Act, whereby transactions could be opened before a magistrate. That was a useful way of dealing with it. It has been well used on a few occasions of late; and I think it could have been used a great deal more, except that many of the transactions concerned are fairly small and legal costs are the same whether the claim is small or large. Therefore people have been frightened to appeal, because of the possibility of legal costs absorbing all they would recover or adding to their costs if they failed to recover.

In regard to interest rates, the use of the flat rate is the practice of the trade. It is well understood by the people in the trade and well misunderstood by the customer. People in the trade indicate that they have reasons for using the flat rate, and I understand quite a lot of them, including the one that the rate is not an interest rate in the pure sense, but that it includes their overheads.

The overheads are fairly considerable—there is no doubt about that—and a fairly high charge is warranted. However, it is a mis-description to claim that the interest rate is 10 per cent. when it is 10 per cent. flat; and, in real terms, is as high as 19 per cent.

The use of flat rates is not universal, and I would like to quote from a judgment of the United States of America Federal Trade Commission given in the General Motors Acceptance case in 1939, in which General Motors Acceptance and all the

motor works connected with it were the subject of a "cease and desist" order. It is as follows:—

- (1) Using the words "six per cent." or the figure and symbol "6%" or any other words, figures or symbols indicating percentage, in connection with the cost of, or the additional charge for, the use of a deferred or instalment payment plan of purchasing motor vehicles or any other product, when the amount of such cost or charge collected from or to be paid by, the purchaser of a motor vehicle or any other product under such plan is in excess of simple interest at the rate of 6% per annum, or at the rate indicated by such words, figures or symbols, calculated on the basis of the unpaid balance due as diminished after crediting instalments as paid;
- (2) Acting concertedly or in co-operation with any company, firm or individual, or with any of their agents or dealers, in a way calculated to further the sale of motor vehicles or any other product through the use of the methods referred to in paragraph (1) of this order.

The point in relation to this order is that in America where the hire-purchase industry developed earlier than in Australia, the Federal Court decided as long ago as 1939, that the use of a flat rate was a mis-description. I think that is the fairest way to describe it; and I would like to see interest described as a simple rate in the requirements of this Bill, relating to the setting out of costs, etc. There is no difficulty about doing this because tables are readily available.

The only other point with which I wish to deal is one that concerns the use of hire-purchase in the selling of goods to persons who are credit-worthy. In banking practice—and I think in most commercial practice—sales are made to people, or money is lent to people in relation to their credit-worthiness. In banking, money is loaned on the credit-worthiness of the borrower; the security is collateral.

The idea of hire-purchase is that the goods, subject to the agreement, should be a collateral to the advance of credit to the buyer; and I would like it to be clear to all concerned inside the industry and to all customers that it is an improper practice in a commercial sense to use a hire-purchase agreement as security with someone who is not worthy of the credit. Hire-purchase will be a very useful tool in our economy so long as that point is covered.

If—and this occurs with quite a number of traders—hire-purchase is used for the purpose of making sales without regard for

the credit-worthiness of the customer, then the one who should suffer is not the customer who has over-bought, but the seller who has over-sold, because he has committed one of the prime sins in the commercial calendar; namely, that of advancing credit to some one who is not worthy of it. When that happens, I think the trader is the one who should pay the penalty. Salesmen can talk people into quite a lot of things that are not in their best interests. This point cannot be stressed too much to those in industry.

In general, I support the Bill. I have on the notice paper an amendment to deal with one item; but otherwise I see no major reason to amend the Bill, apart from minor corrections that are required for grammatical and suchlike errors. It is preferable to have uniform legislation, as far as possible, with at least one other State. I support the Bill.

MR. MAY (Collie) [5.2]: In supporting the Bill, I wish to refer to two items; and the first concerns the question of deposits. There seems to be quite a difference of opinion on this question in relation to hire-purchase. Some people, in the lower groups of income, are in need of a refrigerator. If they cannot get the article without a deposit, then they must do without it until they are able to save enough money to meet the deposit. On the other hand, we have the question of no deposit, which means that irresponsible people can get almost anything they require without making any payment at all.

Having been requested by one organisation to press for a provision requiring a deposit on hire-purchase articles, I have gone into this question. However, the Government has seen fit not to make any reference to this point. As a consequence, I shall, in supporting the Bill, have to abide by its provisions.

The other matter I wish to refer to is that of insurance. I am happy to know that the Bill provides that the hirer shall be at liberty to take out insurance with any company he likes. I point out an instance dealing with the insurance of a second-hand motorcar. An insurance company in Perth, on the suggested sum of £400, charged a premium of £31 2s. This amount included, of course, the stamp duty of 2s. The purchaser of the car by joining the R.A.C. at a cost of £1 a year, could have insured the same car for the sum of £450—an additional £50 for a premium of £12 15s. 9d.

I do not know why there should be such a disparity. Either the R.A.C. has not the same overhead expenses, or the insurance company is charging too much, because it wants to charge more than double the amount; nearly 250 per cent. more.

Mr. Court: Were these two quotes for the same period?

Mr. MAY: Exactly; the period was from the 22nd November, 1958, to the 22nd November, 1959. Usually the person who purchases goods on hire-purchase does not have any option about insurance, because he is sent to a particular insurance company to insure the article—a motorcar or whatever else it might be—that he has purchased.

I am pleased to see that the Bill contains a clause which provides that the owner of the article shall not require the hirer to insure with any particular insurer. This is a step in the right direction. If, in insurance premiums, there is not the disparity I have quoted, the hirer will have the satisfaction of knowing that he can get whatever article he purchases insured at a cheaper rate than that at which he could have had it insured previously. I agree entirely with this provision, and I am in agreement with the other parts of the Bill, which I support.

MR. EVANS (Kalgoorlie) [5.7]: My contribution to the debate will not follow the usual lines of hire-purchase, because I will make one contribution only. It will not be in the form of a deposit at the second reading stage, to be followed by instalments in the Committee stage.

The Bill will achieve a purpose that has long been sought, because it will give recognition to, and provide understanding for, a system that has grown up in our economy which, today, fills a definite need, and also is a considerable help to those people who have not the ready money to pay cash for the commodities—mostly household goods—that they find are essential.

As we look around, particularly in the city, and listen to the conversations of people, we find that money—the shortage of money—is often the chief topic. I do not believe I would be far wrong if I said that the high pressure salesmen who have sprung up in the shops of late—particularly those persons with microphones whose job it is to attract people into the shops to buy merchandise—have come into existence because there is an apparent and definite shortage of easy, or free and accessible money.

The reason for this situation, I believe, is the hire-purchase commitments that the people have to meet at the end of each pay period. By a simple form of book-keeping one can readily understand that if a wage-earner receives a certain amount of money, he must budget for the commodities which he requires and for those services for which he must pay. If he has to meet a great many hire-purchase commitments, then, when they have been met, there will be a shortage of money; or money will be said to be scarce.

However, this does not mean to say that hire-purchase, or the system of purchasing by the hiring means, is a bad one.

Far from it! I believe that hire-purchase fills a vital need. Like a previous speaker—my colleague the hon. member for Leederville—I believe that legislation to control hire-purchase should be passed at a Commonwealth level. There is no need for me to expound on that. It is a simple matter to understand because if legislation is introduced by one State and not by others, or if legislation is introduced by one State and different legislation by another, of course we find a great difference in the attitude of the finance companies towards the various States; and we could have varying conditions of employment and unemployment throughout the country. But if the legislation were controlled at the Federal level, one State would be not be badly handicapped or victimised in relation to another.

However, up to this stage, the Federal Government has refused to handle this legislation. Therefore, in the absence of Federal legislation, I support the Bill. We realise that hire-purchase has been brought into some degree of disrepute, mostly by a few unscrupulous traders. I am pleased to say that by far the greater number of traders have conducted themselves along ethical lines. Only recently many traders grouped themselves together to issue advice to the general public, and for the purpose of drawing up certain business ethics by which they would be bound in their methods of trading. That is a healthy sign in the field of hire-purchase.

Today, however, I mentioned that there had grown up what I class as an unhealthy growth in this field, and that is the matter of no-deposit. Perhaps the Government has been wise, at this stage, in leaving the question alone; but for my own part I would rather see inserted in the measure a clause which would give some protection to those people who do not understand that they are paying through the nose when they buy commodities with no deposit.

The Bill sets out to achieve these conditions—

The hire-purchase agreement shall be in writing and shall be signed by or on behalf of the hirer and all the other parties to the agreement.

The owner shall serve a copy of the agreement on the hirer within 14 days, together with a schedule showing the privileges and forms of protection that are available to the hirer.

Every hire-purchase agreement—I believe this is where the Bill differs from the 1932 Act—

—will be in a tabular form and will show the cash price or the price at which the hirer could have bought the article for cash at the time the agreement was signed.

The amount paid as a deposit, or any consideration lodged as a deposit, will also be required to be shown on the form. The difference between the amount paid as deposit and the price of the article—in other words the amount to be paid by instalments—will also be shown. In addition, any amount included in the purchase price for insurance must clearly be shown.

One of the most important features of the Bill, as mentioned by other speakers—and last of all by the hon. member for Collie—is that hirers shall be free to choose their own insurance company in order to insure the vehicle. For the information of the House, I will cite the instance of a certain finance company which is situated not far distant from Harvest Terrace. The hire-purchase agreement entered into by this company concerned, I believe, a 1954 Holden car.

This is what the hirer paid for insurance on that car. He paid £80 for three years' coverage and the car was insured for £500 for the first year; £450 for the second year, and £400 for the first part of the third year. It will be noted that the premium for that coverage was £80. On inquiries being made, however, it was found that the same coverage could have been given by the State Government Insurance Office, over the same period, for a premium of less than £36, and the Royal Automobile Club would have issued a premium on the same basis for £37.

I would point out, too, that in the policies issued by both the State Government Insurance Office and the Royal Automobile Club, there was no franchise clause. I do not intend to delay the House any longer. I merely wished to make my contribution to the debate by pointing out an anomaly that exists. I would add that this case did occur and at present it is the subject of litigation before the courts. I support the Bill, and would like to conclude by saying that its contents should be widely publicised so that the public may be well educated on the subject of hire-purchase to enable them to understand its ramifications.

I believe it was the American comedian, Bob Hope, who said, "The only reason a great many American families today do not own an elephant is due to the fact that no-one, as yet, has offered to sell one to American families for a dollar down and a dollar a week." We do not want that situation to occur here. We want our people to be educated so as to understand completely the operations of hire-purchase and benefit thereby. At the same time, the people who loan their money to hire-purchase companies are entitled to a fair return for their investment. Therefore, I believe that this Bill will achieve the object sought; namely, to control hire-purchase for the benefit of all.

THE HON. E. NULSEN (Minister for Justice—Eyre—in reply) [5.19]: I thank all hon. members of the Opposition and my colleagues on this side of the House for the fair comments they have made on this measure. I thank them also for their co-operation in general in trying to get this legislation on the statute book. I am aware that in the future amendments will be brought down to improve this Bill when it becomes an Act.

I consider that hire-purchase is rather expensive to those who do not possess enough money to buy their wants. If they had the means, of course, they would have no need to enter into hire-purchase agreements. Nevertheless, I realise that hire-purchase is of great benefit to those who do not have enough cash in their possession to purchase some article that they may require. The greatest objection to hire-purchase, of course, is that the rate of interest is too high.

I know that in some cases the dividends paid by hire-purchase finance companies are much higher than they would have been if a fair rate of interest had been charged. In order to achieve uniformity of legislation throughout Australia, I think that some move should be made by the Commonwealth; and I am pleased to advise that an effort will be made in this direction before long, because it is envisaged that there may be a conference of all Ministers throughout Australia to discuss hire-purchase.

The Government decided not to make any provision in this Bill for the amount of deposit to be paid. It was considered that it would be better to test the legislation for 12 months before any interference was made with the financial arrangements. Also, no provision has been made for a ceiling rate of interest. We want to see how the legislation works; and if, after 12 months it is considered that provision should be made for a maximum rate of interest, an amendment can be brought down for that purpose. This measure is non-political and non-party. The Government wants to be impartial, and is endeavouring to be fair to the hirer to ensure that he is not exploited. On the other hand, we want to be fair to the owner.

There would be no need for this legislation, of course, if 10 per cent. of the hire-purchase companies, who take unfair advantage of hire-purchase, changed their ways. I would say that 90 per cent. of those dealing in hire-purchase are playing the game and conduct their business in a fair and ethical way.

We do not want to penalise either party to a hire-purchase agreement. We want to provide protection for the hirer against unscrupulous dealers; but on the other hand, we do not wish to see the majority of those dealing in hire-purchase penalised by this legislation. We may be able to

reach some compromise on some of the amendments that will no doubt improve this Bill in order to make it workable. I think, too, that some of the amendments will be of great benefit to the people and those engaged in the business of hire-purchase in this State.

Question put and passed.

Bill read a second time.

In Committee.

Mr. Sewell in the Chair; the Hon. E. Nulsen (Minister for Justice) in charge of the Bill.

Clause 1—Short title:

Mr. COURT: In Subclause (2) it is provided that this Act shall come into operation on a day to be fixed by proclamation. I would like the Minister to give some indication of what period the Government has in mind before it proclaims the Act. It has been brought to my notice that the organisation necessary to reconstitute a great deal of the established practices relating to hire-purchase in this State will be fairly involved. It has been estimated that the time required to get all the printing done and the necessary reorganisation under way will be a minimum of four months and possibly six.

I queried that period because it seemed to be an inordinately long time to have the stationery printed and the necessary organisation completed. However, it has been pointed out to me that the cost of the new stationery will be £20,000 for a year's supply. There are a terrific number of forms and they have to be the subject of detailed legal scrutiny; and, in addition, there are complications connected with having such a large volume of printing completed. In addition, there is the question of the scrapping of the existing stationery, the practice having been to order on a 12-months' basis.

There is another problem; namely, the briefing of the dealers who handle the transactions of hire-purchase. That is the more difficult problem, because it can be done only by correspondence in certain cases and involves a detailed task by experienced staff to instruct each and everyone of the dealers. No doubt the Minister has given this some thought, and I cannot imagine that he would be unreasonable in his approach to the problem. Therefore, if he could give the Committee some indication of what period of time the Government has in mind before it proclaims the Bill an Act, it would help the operators to re-plan their business according to the provisions of this new legislation.

Mr. NULSEN: This Act will come into operation on a day to be fixed by proclamation. I think the Deputy Leader of the Opposition can rest assured that the Government will be quite reasonable in the

matter; and, if necessary, the Act need not be proclaimed till the 30th June, 1959, should that prove to be sufficient time for those concerned.

Mr. COURT: I thank the Minister, because I think that would be an ideal date as it would coincide with the end of the financial year and no-one could complain that he did not have sufficient time to reorganise his business.

Clause put and passed.

Clause 2—Operation of Act:

Mr. COURT: I move an amendment—

Page 1, line 13—Add after the word "Act" the words, "but shall not apply to any hire-purchase agreement under which the hirer is a person who is engaged in the trade or business of or selling goods of the same nature or description as the goods to which the hire-purchase agreement relates and who enters into the hire-purchase agreement in the course of that trade or business."

That language, reduced to more common parlance, means that the transactions with what is commonly known as floor plan and demonstration models would not be covered by this legislation. The current practice is that the financial companies make it possible for dealers to have on their showroom floors, and for demonstration purposes, a desirable number of vehicles.

This is particularly important to the man who has not a great deal of capital. It can easily be appreciated that to put even six vehicles on a showroom floor and have four demonstration models would be beyond the financial resources of the average small dealer. However, under the plan that operates at a very reasonable charge and on a very satisfactory basis, these small dealers are able to have a good coverage of representative stock so that they can compete with the more affluent dealers. For instance, a country dealer handling cars, trucks, and tractors could be carrying thousands of pounds worth of stock if he had only one of each model in his showroom or on hand for demonstration purposes.

The object of my amendment, which has been accepted by all parties in Victoria, is to place floor plan and demonstration model schemes outside ordinary hire-purchase. The Act would be unworkable if there were no provision to allow these transactions to be kept outside ordinary hire-purchase.

Mr. JOHNSON: Do floor plans come under hire-purchase?

Mr. COURT: Some do not. Some companies have floor plans, which are not the subject of the hire-purchase law. The companies do not all use the same system. Even where floor plans are exempt, the demonstration models are not, and they are likewise affected.

Mr. NULSEN: I have no violent objection to the amendment. It amounts to a complete exemption of finance companies from the necessity of complying with the provisions in the Bill. The small dealers are excluded from any rights under the Bill, and they will have no rights under the existing hire-purchase legislation, which will be repealed. I do not want to deprive the small dealers of their rights. This amendment will not make any great difference to the position, as it applies mainly to models in showrooms.

Mr. WATTS: The amendment is perfectly reasonable. The transactions of the people involved in the amendment seem to be in a different category from those intended to be dealt with by the measure as a whole.

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

Clause 3—Interpretation:

Mr. COURT: I move an amendment—

Page 2, line 11—Add after the word "by" the word "whom."

This is purely a correction and has no legal significance.

Amendment put and passed.

Mr. COURT: I move an amendment—

Page 2, line 14—Add after the word "by" the word "whom."

Again, this is purely a correction.

Amendment put and passed.

Mr. COURT: I move an amendment—

Page 3—Delete paragraph (a) in lines 6 to 18.

This amendment is moved with a view subsequently to inserting the following in lieu:—

(a) in relation to terms charges

(i) means the amount derived by multiplying the terms charges by the sum of all the whole numbers from one to the number which is the number of complete months in the period of the agreement still to go (both inclusive) and by dividing the product so obtained by the sum of all the whole numbers from one to the number which is the total number of complete months in the total period of the agreement (both inclusive);

(ii) where it is agreed in a hire-purchase agreement that the terms charges have been calculated on a simple interest basis at a rate specified in the agreement on the amount outstanding from month to month—means

the amount of interest attributable to the period of complete months still to go under the agreement.

This amendment is designed to make the definition of statutory rebate workable. If the Bill is passed in its present form, the defaulter under a hire-purchase agreement will receive more rebate than the hirer who complies with the terms of the agreement. The hirer who has kept his instalments reasonably up to date and is only two instalments in arrears at the date of repossession will receive less rebate under the statutory provision than the hirer who is a nuisance and is six instalments in arrears. That is not the intention of the Bill. It is very difficult to make any formula fool-proof.

I have made checks showing in three forms the calculations in respect of statutory rebate—firstly, if the Bill is used in its present form; secondly, if the Bill is used in the amended form I propose; and, thirdly, in the amended form I moved when the Bill introduced by the hon. member for Leederville was before the House last year. In each case the calculation is exactly the same, with one exception. If the hirer happens to be in arrears when the calculations are made, under the proposal in the Bill he will win.

Mr. NULSEN: This amendment has been referred to the accountant at the Crown Law Department. He agrees that it is correct. I have given the matter some thought myself and there appears to be an anomaly.

Mr. JOHNSON: I have given notice of an amendment in the same clause. Whilst I prefer the amendment now under discussion to the provision in the clause, I still think that the idea of statutory rebate worked out in this manner is most unfair. It disguises the real position existing between the customer and the hire-purchase operator.

If this amendment is defeated, the one I propose to move will in fact be the same as the rebate provision in relation to insurance. I have chosen the words that are used in relation to insurance because the principle under insurance is apparently acceptable to the hire-purchase operators.

Looking at it from the customer's point of view I can see very little difference between the insurance and other charges. The proposition in both the Bill and the amendment before us is that when a hirer pays off the amount due, prior to the completion of the contract, he will only receive a small rebate. It is an actuarial and not an arithmetical rebate. It is referred to as the actuarial method, but that is sheer nonsense.

Under the arithmetical proposition, if a contract of 12 months' duration is completed in nine months, then the purchaser will get back one-quarter of the amount

he has paid for coverage, less ten per cent. That is my proposal. I consider the ten per cent. will cover all accrued overhead.

Under the amendment before us the purchaser will receive 6/78ths, or nearly 1/13th of the amount he has paid for coverage. The difference is very considerable. It is definitely unfair for hire-purchase companies to absorb the difference.

I am aware that the method now used for working out rebate is obscure and little understood by the public. I have an objection to all forms of business that are not clear to even the duller intellect participating therein. Many people have been led to believe that some advantage can be gained by paying off a contract earlier and that by so doing they will save some money. Many of them find that instead of receiving £20 in rebate they get, say, only £6 18s. 4d. and they feel that they have been cheated. Under my amendment they will know exactly what rebate they should receive.

Mr. COURT: I hope the Committee will agree to my amendment. If not, we will be completely out of step with the general practices which have become well-established. All the parties in Victoria have accepted this rebate scheme. If one desires to attract the necessary amount of hire-purchase funds to Western Australia one must allow a certain amount of consistency in practices.

There is a second point. It will be noted that the amendment is in two parts. The reason for subparagraph (ii) is quite important because the original clauses in the Bill presuppose that hire-purchase transactions are on a monthly repayment basis. In fact, that is not so. A large amount of country hire-purchase business is conducted on a different basis, because of the seasonal income of farmers. If subparagraph (ii) is not included, that type of business will be excluded. Because of necessity, this type of business has to be done on a completely different basis from that of the sale of a motorcar under hire-purchase in the metropolitan area.

Mr. May: Can you give an explanation of your amendment, in the same way as the hon. member for Leederville has done?

Mr. COURT: I can. Last year hon. members heard me giving a mathematical answer to the formula in the Bill. The explanation is contained in my speech in Hansard of last year. It is exactly the same formula. But if the hon. member would like me to quote it, I will do so. The hon. member for Leederville explained that he was working on a straight mathematical calculation, and the other is an actuarial calculation; but if the ordinary individual purchasing articles—

Mr. May: I could never understand that formula you submitted.

Mr. Rowberry: Does the hon. member for Nedlands understand it himself?

Mr. COURT: Very much so. If the hon. member is tempting me to delay the Committee while I record this rather lengthy proposition I have worked out, I am all for it.

Several hon. members interjected.

The CHAIRMAN: Order! We are dealing with deletion of certain words.

Mr. COURT: In answer to the hon. member for Collie, I would be only too pleased to explain the formula, because there is no suggestion on my part of trying to put a fast one over.

Mr. Bovell: The Minister is satisfied.

Mr. May: The Minister is not the only one in this Chamber.

Mr. COURT: I agree that the Committee should be satisfied. But if hon. members take the amendment word by word and work it out on a piece of paper, they will find it is not as difficult as it would at first appear. One method is by actuarial calculation; and as the hon. member for Leederville has said, it is very difficult to explain what an actuarial calculation is. The only way is for me to quote the calculation, which I am quite prepared to do if hon. members so desire. It is up to the Committee.

The CHAIRMAN: We are dealing with the striking out of certain words with a view to inserting others. These words have not been struck out as yet.

Mr. COURT: Hon. members are seeking information as to what is going to take the place of these words should they be struck out. But I will be guided by your decision.

The CHAIRMAN: We will deal with the deletion of the words first and then, if there is time, we will go into the other matter later.

Mr. LAPHAM: I feel that we should support the hon. member for Leederville in regard to this matter. In the first place, any legislation that is to be put on the statute book should be of such a nature that it should be understood by anyone; and when the actuarial method is introduced, it becomes extremely difficult for the ordinary individual—

The CHAIRMAN: Order! I would just like to remind the hon. member that we are not dealing with the amendment submitted by the hon. member for Leederville, but are dealing with the deletion of certain words in Clause 3; not what is being inserted. There was a little latitude given at the beginning of the discussion, but we must keep to the subject of the amendment.

Mr. BRADY: Seeing that hire-purchase is going to take such a prominent part in the future of the community, I think it is desirable that we should have such information in Hansard in regard to formulas, whether actuarial, mathematical, or arithmetical, to enable people to understand

the subject. It would probably be difficult for the hon. member for Nedlands to have to go through quite a lot of material that he circulated to hon. members last year; but I would like to ask, Mr. Chairman, whether you could ensure that Hansard will record, during this debate, the particular formula to which the hon. member for Nedlands is referring. If we had the number of the Hansard, and the page in which this formula appears, there would be some record as to what is being referred to and I would like to know whether you, as Chairman of Committees, could arrange that with Hansard.

The CHAIRMAN: We will first deal with the deletion of these words, and anything the hon. member wishes to say he will be allowed to say if there is time.

Mr. MAY: I want to know how it is possible to delete words without being able to make up our minds as to what is to be inserted should those words be deleted. I cannot see your point in connection with this matter, Mr. Chairman.

Mr. COURT: I will try to simplify the formula if I may, to put hon. members' minds at rest. At the same time, we are endeavouring, in accordance with the suggestion of the Minister for Police, to ascertain in which Hansard of last year, this formula is mentioned. I think this is a fair and reasonable proposition.

The CHAIRMAN: Order! The position is that the hon. member's amendment provides that certain words are to be deleted, and it is impossible to insert anything in the Bill until those words are deleted.

Mr. MAY: I am not prepared to support the deletion of these words if I do not understand exactly what will replace them.

Mr. O'BRIEN: The Deputy Leader of the Opposition has moved for the deletion of paragraph (a) in the definition of "statutory rebate." Both the hon. member for Leederville and the Deputy Leader of the Opposition have indicated on the notice paper that they intend to move to insert certain words, should this paragraph be deleted. Therefore we have two propositions before us; but we must decide first whether we wish to delete the paragraph, and I agree with the Chairman's ruling.

Mr. ROWBERRY: I am a plain-speaking man and represent people who are also plain-speaking. I protest most vigorously against this type of verbiage being inserted in any Bill. I believe that if a thing can be said, it can be said in simple language. I object to voting for the deletion of anything unless I know what is going to be inserted in its place. I oppose the amendment.

Mr. COURT: On the suggestion of the Minister for Police, I have located the appropriate reference in last year's Hansard. At page 2078 in Volume 2, there

is set out in simple fourth-standard English the interpretation of the formula. On that occasion I sought to include in the Bill what could be termed an arithmetical statement of the formula instead of the verbiage; but the same result is achieved. I believe the suggestion of the Minister for Police is a good one. If he would like me to go further, I would be prepared to quote an example; but you, Mr. Chairman, have ruled against it. It is only a brief table, and I think it should be recorded for all time.

The CHAIRMAN: The amendment is for the deletion of certain words. If that is agreed to, then it will be in order for the hon. member for Nedlands to explain any terms or references which the Committee desires to have explained. I am going to put the amendment.

Mr. WATTS: I suggest to you, Sir, that it is absolutely essential that we should know the alternative effects of the formula in the Bill, and the formula which is about to be proposed by the hon. member for Nedlands if he is successful in obtaining the deletion of paragraph (a). I think I know; but that does not mean that all hon. members of this Committee do. I say I think I know. I qualify my certainty in the matter by using that phrase; but surely we are entitled to know from the hon. member what will be the result of the change that he desires to make should the words in Clause 3 be deleted. That is what he has been trying to tell us, Sir, and you will not let him do so. With proper respect, I suggest it is absolutely essential you let him tell us what will be the result of the use of his formula.

Mr. Johnson: A little bit of latitude will save a lot of longitude.

The CHAIRMAN: The hon. member for Nedlands may proceed along those lines, provided he is relating his remarks to the deletion of these words.

Mr. COURT: Thank you, Mr. Chairman. I referred to Hansard No. 2 of 1957, page 2078 and onwards. There is a further reference from last year equally important, and that is from page 1823 onwards. There were two attempts made by me then to faithfully record in simple language the effect of the proposed formula. A simple calculation of the amendment I propose is as follows:

We will assume there is a period of 36 months and that the original charges were £142. The rentals matured (irrespective of whether paid or not) at the time of assessing the rebate were nine and the unmatured rentals, 27. In other words, the sum total of the matured and unmatured rentals is 36 months, the full period of the agreement. The working is as follows:— Take the product of unmatured rentals (1 to 27) and that equals 378.

Mr. May: This is where the trouble starts.

Mr. COURT: No; it is quite simple. Even the hon. member for Collie should appreciate this. To continue: Under the original agreement, the product of total number of rentals (1 to 36) equals 666. The original charges were £142. They are multiplied by the product of the unmatured rentals and divided by the product of the total number of rentals under the original agreement.

Mr. Heal: Keep going! I am following you very closely!

Mr. May: Did you do this with the cash register?

Mr. COURT: No, with the stub of a pencil. To continue once more: Therefore, we have £142 multiplied by 378, which is the product of the unmatured rentals. This gives us 53,676. This, divided by the product of the total number of rentals under the original agreement—namely 666—equals 80.594 and the fraction worked out is £80 11s. 11d.

Mr. Heal: Why didn't you say that in the first place?

Mr. COURT: If we take the Bill itself, without the proposed amendment, the calculation and result are exactly the same, and the same figure of £80 11s. 11d. is arrived at.

Mr. May: Why do you want to amend the Bill then?

Mr. COURT: For the reason we discussed and about which the hon. member for Collie interjected so effectively—that the bad boy or the defaulter wins under the amendment included in the original Bill. If he were up to date on his payments, on repossession, the amendment could stand except that it does not deal with the rural type of credit and it is unfair to the rural community. Hence, the second part of the amendment to include paragraph (ii) which I propose.

But just to demonstrate the unfairness of this Bill as it stands, we find that the calculation will be as follows: If we take the same period—36 months—and take the original charge, £142, the rentals matured at the time of assessing the rentals are nine, as in the previous example. The rentals paid are only six. This is an assumption to show the difference when there is a defaulting hirer. The rentals unmatured are 27, and the rentals unpaid 30. In those circumstances the calculation will be as follows: The product of the unpaid rentals, one to 30, gives 465. The product of the total number of rentals under the original agreement, one to 36, equals 666. The original charges, £142, multiplied by the product of the unpaid rentals, 465, and divided by the product of the total number of rentals under the original agreement 666, gives a sum like this; £142 multiplied by 465, equals 66,030.

Divide that by 666 and we get a result of 99.144, and the rebate allowable to the defaulting hirer would be £99 2s. 11d. instead of the £80 11s. 11d. that the good boy gets.

Mr. Lapham: Will you assure the Committee that any purchaser will have this explained to him?

Mr. COURT: What is the Bill for? It will be in the legislation; and, as has been explained, under this legislation it has the merit that both the first and second schedules, at the appropriate times, have to be served on the hirer. We do not trust to him to read the papers or search the statutes. He has to have the schedules served on him at the appropriate time to invite his attention to his rights under the legislation. We cannot do more than that.

Mr. May: Would you be prepared, to-morrow morning, to give your wife that rigmarole and send her to purchase a refrigerator and expect her to understand it?

Mr. COURT: We cannot reduce it beyond that for simplicity. I know it is not easy for everyone to understand, but there is no hocus-pocus about it. It is standard practice and it has been demonstrated that that is the only basis upon which satisfactorily to administer this type of trading.

Mr. Johnson: How would it work out under my proposal?

Mr. COURT: Under my last year's amendment it comes to the same amount, £80 11s. 11d.; and under the hon. members' scheme it would be as follows:—Period, 36 months, original charge £142; rentals matured at time of assessing rebate, nine; unmatured rentals, 27. In assessing the total amount of terms charges applicable in respect of any annual period not yet commenced, I have assumed that this figure is arrived at by assessing pro rata a proportion of the original charges.

For example, taking the above figures, there are two annual periods not yet commenced. Each has been calculated in this instance by taking one-third of the original charge; (1) the total amount of terms charges paid in respect of any annual period not yet commenced, two-thirds of the original terms charge of £142, £94 13s. 4d. That is two annual periods not yet commenced.

Next, (2) the proportion of the amount of the terms charges in respect of the current annual period attributable to the unexpired portion of that period consisting of the whole 12 months, less 10 per cent., gives an unmatured portion, three months, and therefore this portion of the rebate has been calculated by assessing three-twelfths of one-third of the total charges. This is the so-called more simple formula: that is three-twelfths of £47 6s. 8d., or £11 16s. 8d., less 10 per cent. £1 3s. 8d., giving £10 15s. or a total rebate of £105 6s. 4d.

Mr. Nulsen: The hire would become greater.

Mr. COURT: That is not denied. In making these calculations it was felt that the wording is not at all clear. I might add that this is not an interpretation by a legal man, but just a straight-out calculation, doing my best to follow the wording of the Bill. Paragraph (1) in the proposal of the hon. member for Leederville refers to the total amount of the terms charges paid in respect of any annual period not yet commenced, and it has been assumed that the word "paid" should read "applicable". The amendment does not clearly state the basis upon which a rebate can be calculated where the original period of hire is not in multiples of 12 months; for example, 18 months, 30 months or 42 months, all of which are not uncommon.

As I mentioned previously, there is no method laid down for assessing the proportion of charges applicable in respect of any annual period not yet commenced, and there might be an explanation to that. Furthermore, the amendment does not provide anything in respect of instalments which are not on a regular monthly basis, which applies particularly to rural transactions. I trust I have now conformed with the wish of members of the Committee. Be assured that it is my desire to give as much information as is required on this important principle. This is the method used in this State, and it is a more or less universal practice. We can be sure that if we tinker with this we run a grave risk of interfering with the normal flow of hire-purchase finance, which is so important for this State.

Mr. MAY: There does not appear to be very much difference between the proposition of the Deputy Leader of the Opposition and that of the hon. member for Leederville. I suggest that we report progress and allow those two hon. members to work out something between them—something upon which we could agree after dinner.

Mr. NULSEN: The Deputy Leader of the Opposition said that his formula is in common use, but the formula worked out by the hon. member for Leederville gives the hirer a greater rebate. I do not want to see the hirer in any way penalised; I think he is entitled to all the rebate we can give him, so long as it is not excessive and does not penalise the owner. But generally speaking those people are in a position to look after themselves. Until we can get the Bill on to a proper working basis I think we should leave the rates as uniform as possible. As I said, I want to see the hirer get all the rebate possible without penalising the owner; but in doing that we are getting away from the common-use formula referred to by the Deputy Leader of the Opposition.

Mr. JOHNSON: I agree with the figures given by the Deputy Leader of the Opposition in this matter, although I must admit he was a little too fast for my brain when he read his formula and, although I missed some of the figures, I had no doubt as to their accuracy. The difference between the formulae is that in the proposed amendment of the Deputy Leader of the Opposition the hirer would recover £80 11s. 11., as an example, whereas under my proposal he would recover £105 6s. 4d., a difference of £25 in the hirer's favour. It is something better than a quarter of the total rebate.

Mr. Nulsen: That is over a period of three years.

Mr. JOHNSON: Yes, and with the contract being broken very early. The difference between the two, in a 12 months' period, with the contract being broken at nine months is that under my proposal the rebate would be 6/78ths or 1/13th less 10 per cent. Let us assume, for the purposes of argument, that the contract was for £78. Using the formula in the Bill, with the contract being broken at nine months, the rebate would be £6; but using my proposal it would be a quarter of £78, which is £19 roughly and that figure, less 10 per cent., is £17 10s. It undoubtedly favours the hirer.

The argument of the hire-purchase operators is that having invested their money in a hire-purchase transaction, and the contract being broken, they are entitled to the return they would have had had the contract not been broken. I consider that an operator with any perspicacity would be in such a position that if he got his money back a little earlier he would reinvest it very smartly; in fact, I have no doubt that all of them do. Therefore I feel that a person who pays his money back early is entitled to an almost complete recovery of the charge in relation to the period he is paying in advance of the expiry date of the contract. But knowing that companies have over-heads of considerable magnitude, I have used the figure which has been used in the Victorian legislation, namely, 10 per cent. to cover that particular cost.

My method undoubtedly operates in favour of the hirer, and reduces to a limited extent the profitability of the hire purchase operator. But anyone who reads the financial columns of the Press would have no doubt that they can stand it, and the amount by which they would be affected would be quite small, because few transactions are broken before the completion of the contract, and those that are broken are broken somewhere near the completion. I think that is the whole proposition.

Sitting suspended from 6.15 to 7.30 p.m.

Mr. COURT: Presumably this amendment of mine will go to the vote very soon, so I make a plea to the Committee to accept it, because it aims at including exactly

the same principle that underlies the provision in the Bill, with an additional provision to ensure that the defaulting hirer does not get better treatment than the good hirer; and, secondly, to provide for the problem of seasonal payments.

The comments I made last year on the actuarial formula are relevant and it would be as well if I read them. They appear on p. 1828 of vol. 2 of the 1957 Parliamentary Debates and they are as follows:—

The method of calculating actuarial rebates is one calculated to allow for rebating of hiring charges at the same true rate of interest as originally charged. That is why I am prepared to amend the amendment, if it is so desired, to bring in a formula which would put the matter beyond any legal doubt. The amount of net hiring charge for any particular month is naturally greater than for any subsequent months, because the balance owing reduces as the contract progresses. The rebate available, therefore, becomes increasingly less, not only as the months yet to run reduce, but also on account of the reduction of the net hiring charge for each successive month.

The next comment is relevant and it is as follows:—

At this juncture it should be explained that the hire-purchase companies' practice of charging interest on a flat rate is mainly attributable to the ease of calculation. From an actuarial point of view to achieve the same true rate of interest as is charged, the following rebate calculations are made:—For example, if the contract is for 12 months and is repayable by equal monthly instalments, the add of 12, which is 78, is taken and the add of the number of months a contract has yet to run is likewise taken.

If the contracts originally expressed a true rate of interest, all this business would not assume the bogey aspect that it does now, because under the actuarial formula that is precisely what they set out to do; namely, to rebate the interest on a true interest calculation in accordance with the charge originally made. I hope the Committee will accept the amendment, because it will keep our practice in line with that in all other States and most other parts of the world where there is a large hire-purchase practice.

Mr. W. A. MANNING: I would like the hon. member for Leederville to explain to the Committee his amendment, because it appears to me that it does not take into account any time when payments are overdue as is done with the provision in the Bill. If that is so, it would not be satisfactory; but if I am wrong, the hon. member for Leederville may be able to explain the correct position.

Mr. JOHNSON: I will explain the amendment to the hon. member. The amendment I have on the notice paper does not deal with due and overdue payments. It deals only with the unexpired portion of the period of the contract. That is the period beyond the point at which the contract is paid off. If there is something due it still remains due at that stage.

Mr. W. A. Manning: The refund would still date from the last payment?

Mr. JOHNSON: No, from the date of settlement.

Amendment (to strike out words) put and passed.

Mr. COURT: I move an amendment—

That the following be substituted for the words deleted:—

(a) in relation to terms charges

(i) means the amount derived by multiplying the terms charges by the sum of all the whole numbers from one to the number which is the number of complete months in the period of the agreement still to go (both inclusive) and by dividing the product so obtained by the sum of all the whole numbers from one to the number which is the total number of complete months in the total period of the agreement (both inclusive);

(ii) where it is agreed in a hire-purchase agreement that the terms charges have been calculated on a simple interest basis at a rate specified in the agreement on the amount outstanding from month to month—means the amount of interest attributable to the period of complete months still to go under the agreement.

Mr. COURT: My amendment achieves the same principle as the Government's Bill. It takes care of the debtor in arrears so that he does not get preferment over the good hirer, and at the same time it provides for seasonal payments.

Mr. LAPHAM: I appreciate what the hon. member for Nedlands is trying to do, but I am at variance with him because of the difficulty that will be found by ordinary lay people in interpreting the amendment. The hon. member said the amount was actuarially calculated. I have compared the amendment moved by the hon. member for Nedlands with that which the hon. member for Leederville proposes to move. To give a better idea of the

picture, I have made my own calculation as to the effect of the amendment moved by the Deputy Leader of the Opposition. His amendment is most complex in its wording, and I do not think it should be included in a measure dealing with hire-purchase, which affects so many ordinary lay people in the community. We should have something simpler.

In my calculations, where an agreement was entered into for hire-purchase over a period of two years, and the amount of terms charges is £100, if the person completed the hire-purchase contract within 12 months, he would get a rebate of £26. Under the amendment of the hon. member for Leederville, he would get a rebate of £45, because his is a purely proportional amount, and as the contract is concluded within a period of half the allotted time it is a proportional sum that is proposed by the hon. member for Leederville as a rebate, less the amount of 10 per cent. for normal charges for entering into a hire-purchase agreement. That is fair and simpler for the ordinary individual to understand. If hon. members would read the first portion of the amendment moved by the hon. member for Nedlands they would see how complex it is. No ordinary person could understand it.

Mr. Court: I take it you are going to oppose the Government amendment.

Mr. LAPHAM: I would prefer the hon. member's amendment; it is a better one, because it is a fairer one. But I still think that the amendment proposed by the hon. member for Leederville is simpler.

Mr. Court: You know that his amendment will not work in practice.

Mr. LAPHAM: I cannot see why.

Mr. Court: You work it out on an 18 months' deal and a seasonal payment deal and see what results you get. There is no answer.

Mr. LAPHAM: I cannot see how the hon. member's amendment would work out; because, after all, it is the ordinary individual who is affected by hire-purchase, and we must make it simple. I prefer to support the amendment of the hon. member for Leederville; and if it needs straightening out, it can be done in another place.

Mr. JOHNSON: It is my intention to try to defeat the amendment moved by the hon. member for Nedlands in order that my proposal may be placed before the Chair and accepted by the Committee. Under this Bill, and the practice followed by the trade, charges are made on a flat rate. Under my proposal rebates would be made at a flat rate; whereas the hon. member for Nedlands proposes a flat rate on charges, and a true interest rate on rebate. I do not think it is fair that

people should have it coming and going; they should not have the advantage both ways while both are not clear to the people concerned. If we have a flat rate on the charges side, then we should have a flat rate on the rebate side.

My proposal is simple and easy to follow and is acceptable in relation to insurance charges. I appeal to the Committee to defeat the amendment moved by the hon. member for Nedlands. After it is defeated, if he desires to add that part of his amendment in subparagraph (ii) I have no objection, though I cannot see the necessity for it.

Mr. COURT: There seems to be misconception regarding the rebating system. Perhaps the trouble arises from the fact that when the original rates are struck they are declared a flat rate. Say it were a 6 per cent. flat rate. If that were converted to true interest rate, it would be a shade under 12 per cent. If it were expressed on that basis and that rate of interest were acceptable there would be no argument. This actuarial system of rebating does just that. It rebates charges on a full and true interest rate.

It is not a question of getting at any party. The inference is that it goes up under one basis, and down under another. The whole basis of actuarial calculation is to make sure that the charge is fair and equitable. If the hon. member for Leederville made a few calculations of various deals he would find that his method was far from equitable.

I cannot understand all this fuss. The Government brings it down on a certain basis. We on this side want to amend it, but retain the basis brought down by the Government. The hon. member for Leederville accepted the basis I proposed last year, and the Committee did likewise in 1957. All of a sudden there seems to be a swing over in favour of an untried method which cannot work in practice. Apart from that we are breaking right away from established practice. That would do this State no good. Surely we should establish some degree of balance with other places from where a large amount of the capital used in hire-purchase in this State comes.

Mr. May: Have you any objection to making it simpler?

Mr. COURT: Last year I put up two amendments—one in my own name, with purely legal jargon; and one in the name of the hon. member for Claremont, setting out the basis in a formula. The Committee at that time chose to accept the formula, but the results were exactly the same. If ultimately the Government desires to convert this clause and my amendment to a formula, I have no objection if that will make the position simpler to be understood. It will mean that when this

Bill is considered in another place the Government will have to submit a formula. The simpler the position can be made, the better for the finance companies and the hirers.

Mr. W. A. MANNING: We are now attempting to arrive at a decision on an amendment which cannot be understood by everyone. It is aiming too high. The words in the amendment of the hon. member for Leederville appear to be simple, but the Deputy Leader of the Opposition told us that amendment will not work. This Committee should know whether or not a provision will be workable. The decision on the amendment cannot rest merely on the simplicity of the words used. If the simple words will not work, the Act will not become effective. In order to assist everyone, progress should be reported so that figures of actual instances as to how the amendment of the hon. member for Leederville would work out, could be given.

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

Clause 4—As to form and content of hire-purchase agreements:

Mr. COURT: I move an amendment—

Page 4, line 26—After (b) insert (i).

This amendment foreshadows a further amendment to paragraph (b). The significance of this amendment is that Clause 4 contains a statutory provision as to the form and content of hire-purchase agreements. This is a very important part of the Bill which makes it statutory to specify certain things in the agreements. On page 4 of the Bill these words are used, "and shall contain a description of the goods to which it relates sufficient to identify them." There is much argument as to the effectiveness of this description. In the case of vacuum cleaners, refrigerators and similar articles, it is very difficult to be precise in the description.

Mr. Lapham: Are there no numbers on them?

Mr. COURT: Some have numbers. In the case of motor vehicles it is not difficult to be precise in respect of certain particulars. For that reason it is suggested that the words "Where a motor vehicle constitutes such consideration, full details of the make, model and type of such motor vehicle" should be included in paragraph (b) of the clause.

There is a practice among some dealers, not the reputable dealers, to balloon the value of the vehicle used as a trade-in. A customer may want to purchase a vehicle for £500, and has a trade-in vehicle worth £100 on a fair market value. Such a dealer may not be able to accept the trade-in vehicle as full deposit, because his finance company requires more than 20 per cent.

deposit. The dealer will then say to the customer, "I will value your trade-in at £300 and the vehicle you desire at £700. No-one is out of pocket. All I have done is to charge you £200 more, and then allow you £200 more." By that means the deposit becomes 3/7ths instead of 1/5th.

Such an arrangement can be a disadvantage to the hirer. It could affect the amount paid for insurance and other charges. If the dealer had to define certain particulars as to make, model, and the type of motor vehicle, there would be a great deterrent to the dealer ballooning up deposits through the adjustment of valuations of both the vehicle being purchased, and that being used as a trade-in.

On reflection, hon. members will appreciate that while my amendment confers advantages on the financial interests, it confers a greater advantage on the hirer. In other words, it could help him. It could assist the police in the event of argument about the vehicle, and in other ways.

Mr. NULSEN: It is difficult to understand the effect of the amendment. The hire-purchase companies have facilities for checking on the values of trade-ins. Only the person trading in the vehicle knows its make, model and other particulars. If the amendment is of assistance to the hire-purchase companies, as stated by the Deputy Leader of the Opposition, well and good. These things have to be analysed to see what exact effect they will have. Generally speaking, I think these dealers have sufficient commonsense to be familiar with the year and model of cars; and surely they have a way of checking to see that they are not defrauded. The Deputy Leader of the Opposition referred to a case mentioned by me during my second reading speech, and if this amendment will help people of that description, I will be happy to agree to it.

Mr. MAY: I think there is something in this amendment. If there is anything we can do to make a motor vehicle more easily identifiable we should do it. As I feel this amendment will be of assistance, I am prepared to support it.

Mr. LAPHAM: I would like to draw the attention of the hon. member for Nedlands to the fact that, with a trade-in, the car itself might only be a part consideration; and, if it were, this amendment might not apply.

Mr. COURT: I think the existing Sub-clause (3) (b) covers the situation, because the significant words are, "the cash consideration and any other consideration must be shown separately." Therefore it would automatically follow that the requirements of this further subparagraph would apply regardless of whether the vehicle was used as part deposit or whole deposit.

Amendment put and passed.

Mr. COURT: I move an amendment—

Page 4—After line 31 insert the following to stand as subparagraph (ii):—

- (ii) Where a motor vehicle (as defined in the Traffic Act, 1919-1957) constitutes such consideration, full details of the make, model and type of such motor vehicle.

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

Clause 5—Hirer to be entitled to copy of agreement and statement of his present position:

Mr. COURT: I move an amendment—

Page 5, line 22—Delete the words “a copy of the agreement, together with”.

We thoroughly agree with the principle of this clause, because it is that under which the hirer can obtain regular statements at intervals of not less than 28 days. One of the complaints of hirers has been that they have not been able to obtain that information. There are some people in this world who just delight in using legislation to cause inconvenience if they find they have some statutory right. It is provided in a previous clause that the owner shall serve a copy of the agreement on the hirer within 14 days after making the agreement; and in addition, he has to serve a copy of the first schedule, which copy may be endorsed on the agreement if the owner so desires. There is also provision in the previous clause that the hirer must get a copy of the agreement; and that is important.

However, if we leave this clause as it is, we could have a situation where we just invite a crank with a difference of opinion with the owner concerned, to demand a copy of the agreement every 28 days, as well as a copy of the statement of account. So far as the statement of account is concerned, I think it is a fair and reasonable proposition even if it is asked for every 28 days; but I think this is unreasonable in respect of the agreement.

Mr. MAY: We should recognise the fact that these agreements will go all over the State. A farmer at, say, Morawa may get a copy of the agreement today and his next statement of account in 28 days, by which time he may not know what he has done with the agreement. People in the country do not have a complete filing system as do those in St. George's Terrace.

Mr. Nalder: Why blame the farmer?

Mr. MAY: I will say the Collie miners, if that will suit the hon. member. I cannot foresee any trouble in duplicating the agreement.

Mr. COURT: There is a terrific amount of trouble.

Mr. MAY: I could run off a thousand in no time.

Mr. COURT: All the information in accordance with Clause 4 has to be included.

Mr. MAY: I do not see any necessity for the deletion of the words, and oppose the amendment.

Mr. NULSEN: I am going to agree with the amendment provided the Deputy Leader of the Opposition will agree to an amendment to his amendment. I will make provision in my amendment whereby a further agreement can be obtained upon payment of a small fee. I recognise there are a lot of irresponsible people, and they may use the agreement for wrapping up rubbish. They will then make application for another one. Realising the work and time that is involved in making out another agreement, I believe that a nominal fee of, say, 10s.—I do not mind how much, really—should be charged. I think that would cover the proposal of the hon. member for Collie.

Mr. MAY: There are enough charges on these things without imposing more.

Mr. NULSEN: That may be so; but if the hon. member for Collie had been in business as long as I have, he would realise there are many irresponsible people and the businessmen should be protected to some degree. Some people just have no conscience. They may use their agreement for lighting the fire, after which they will make application for another. That is why I suggest a small charge. Would the hon. member for Collie agree to that?

Mr. MAY: I will not agree to any charge.

Mr. NULSEN: I think we must wake these people up to some sense of responsibility; and I believe this will be achieved if we make some small charge for a further agreement. It will ensure that the original agreement will be put into safe custody. Therefore I would like to move an amendment along these lines if the words proposed to be deleted are deleted.

Mr. WATTS: I am glad the Minister has made this proposition, because it occurred to me when the hon. member for Collie was speaking that there could be cases where the agreement had been genuinely lost. I believe that some provision should be made that in those circumstances a further copy could be obtained. But I entirely agree that something should be paid for it, because it is not fair that copies of the agreement containing all the necessary particulars should be provided again without a small fee being charged.

I agree, however, with the amendment moved by the hon. member for Nedlands; because, as this clause stands at the present moment, the life of the owner or his staff could be made thoroughly and completely miserable by some people—some even in my limited acquaintance have been known

to be extremely pernickety and pedantic. I therefore heartily agree with the proposal submitted by the hon. member for Nedlands and am also glad the Minister has proposed his amendment.

Mr. COURT: On a point of order, Mr. Chairman, if the Minister is going to move his amendment, he will want to insert something in this clause before my amendment. Do I withdraw my amendment? I believe his proposition is an equitable one. It was not my intention to make it difficult for people to obtain copies of the agreement; but I do think that with the increased information necessary, 5s. would be a fair charge, if that is the amount the Leader of the Country Party had in mind. May I withdraw my amendment?

The CHAIRMAN: The Minister has not informed us where he intends to insert his amendment. Does he desire to put it in at the end of page 5?

Mr. Nulsen: Yes. After the word "request" in line 34, page 5.

The CHAIRMAN: Now we know where the Minister desires it to be inserted, we can proceed with the amendment proposed by the hon. member for Nedlands.

Mr. COURT: Is it the Minister's desire that I should proceed with this deletion and the next amendment, after which he will add his paragraph at the end?

Mr. Nulsen: Yes.

Amendment put and passed.

Mr. COURT: I move an amendment—

Page 5, lines 32 and 33—Delete the words "a copy of the agreement and."

Amendment put and passed.

Mr. NULSEN: I move an amendment—

Page 5, line 34—Add after the word "request" the following words:—

If the hirer on the ground that the copy or copies previously supplied to him has or have been lost or destroyed requests in writing that the owner supply him with a further copy of the agreement and tenders to the owner the sum of five shillings, the owner shall as soon as is practicable after receiving the request send to the hirer a copy of the agreement, but this paragraph does not apply to a copy required to be served under subsection (2) of section four of this Act.

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

Clause 6—As to Appropriation of Payments when more than one agreement:

Mr. COURT: An anomalous state of affairs could arise under this clause. The question hinges on the legal interpretation

of the word "who is liable" in line 17, page 6. I feel that the words "and, if he fails to make any such appropriation as aforesaid, the payment shall by virtue of this section be appropriated in or towards the satisfaction of the sums due under the respective agreements in the order in which the agreements were entered into" in lines 28 to 36, would allow a state of affairs where a man with two accounts, one right up to date and the other £100 in arrears, could forward a payment of £75 without nominating any appropriation, and that sum could be added to the agreement which was up-to-date. Would it be possible for the owner, under this legislation, to appropriate the payment to the agreement in need of it?

Mr. Norton: Does it not say "of the sums due"? If they were up-to-date, there would be nothing due.

Mr. NULSEN: The clause provides that where a hirer has two or more agreements with an owner and pays to the owner an amount not sufficient to cover his liabilities under all the agreements the owner is required in the absence of specific directions from the hirer to apply the payments to the accounts in the order in which they were established. That is the explanation given by the draftsman in Victoria.

Clause put and passed.

Clause 7—As to Assignments of Rights under Hire-Purchase Agreements:

Mr. COURT: We agree with the principle that the hirer should have the right to assign his interests. This clause was drafted to conform with the Victorian law where hire-purchase agreements are not registered under the Bills of Sale Act. But in this State certain hire-purchase agreements are registered under that Act. That would cause complications here that do not arise in Victoria. For that reason, I move an amendment—

Page 6, line 40—Add the following proviso:

Provided that as a condition of granting such consent the owner shall be entitled to stipulate that all defaults under the hire-purchase agreement shall be made good and to require the hirer and assignee—

- (a) to execute and deliver to the owner an assignment agreement in a form approved by the owner whereby without prejudicing or affecting the continuing personal liability of the hirer in such respects the assignee agrees with the owner to be personally liable to pay the instalments of hire remaining unpaid

and to perform and observe all other stipulations and conditions of the hire-purchase agreement during the residue of the term thereof and whereby the assignee indemnifies the hirer in respect of such liabilities;

- (b) to pay the reasonable costs incurred by the owner in preparing and stamping the assignment agreement and counter-parts and if required by the owner also the reasonable costs incurred by the owner in registering the same under the Bills of Sale Act, 1899-1957.

There is a further amendment to add a new subclause to provide specifically for the exemption of these assignments from Section 30 of the Bills of Sale Act. In the absence of that there would be created here an impossible situation, as distinct from the position in Victoria.

Mr. NULSEN: I am advised that the amendment proposes that if the owner refuses to consent to the assignment, unless the conditions set out in the amendment are fulfilled by the hirer, the refusal shall not be regarded as unreasonable. The conditions are similar to those insisted on by the mortgagee where a mortgagor desires to transfer a property mortgage to another. It can be understood that an owner is prepared to accept the hirer, but is not prepared to accept another person in place of the hirer unless the hirer remains liable under the agreement. I agree to the amendment.

Mr. LAPHAM: I am not too sure about this amendment. The way I read Clause 7 is that the hirer has to get the consent of the owner before he can assign any right he has in any article he is buying under hire-purchase. As a consequence, if the amendment is agreed to, the hirer must also be the guarantor.

Mr. COURT: I can explain that to you.

Mr. LAPHAM: I cannot see the necessity for the hirer being the guarantor, because the owner has already given his assent to the assigning, and I think that should be sufficient. I cannot agree to part (a) of the amendment, although there is some merit in part (b). I will oppose the whole of it unless the hon. member proposes to deal with it in two parts.

Mr. COURT: There is a simple explanation to the query raised, although at first glance it would appear that what the hon. member said is correct. As I said, the bills of sale law in Victoria is different in some particulars from our legislation. In Victoria a simple assignment of an agreement would not release the original hirer

from his commitments. Hence there they have not had to qualify the matter and our Clause 7 is identical with the clause in the Victorian legislation, establishing the rights of assignment and the equities for bankruptcy trustees and the like. But in Victoria it is done by a simple assignment, because the original hire-purchase agreement did not have to be registered; whereas in Western Australia certain agreements have to be registered, and a simple assignment would not be sufficient.

Therefore, to make it effective in Western Australia we must have regard to the Bills of Sale Act. The Minister's advice really hit the nail on the head when he mentioned the normal provisions regarding mortgages. It is customary for the original person to the transaction to retain his responsibility; but he has the advantage that under the assignment clause he can realise on his equity, and that is what we are trying to achieve.

The other point is that the owner cannot object to an assignment on the grounds that the person is not of sufficient financial stability, he can object only on the ground that he is a person of ill repute. That is advice given to me by a prominent legal identity, and I think it is confirmed by the Crown Law Department.

Mr. Lapham: Do you know the definition of the word "unreasonably"?

Mr. COURT: When it comes to objecting to the transfer of a lease the provisions are that it shall not be unreasonably withheld, and anybody would be running a risk if he said that person A or person B was not of sufficient fame to be the lessee. But there is usually protection there, because the original party is still bound although there has been an assignment. I think the Minister's advice from the Crown Law Department would confirm my remarks. The proposition is not an unreasonable one and would make it practicable for a hirer to dispose of valuable consideration his equity in the transaction.

Amendment put and passed.

Mr. COURT: I move an amendment—

Page 7—After line 10, add the following to stand as subclause (3):—

(3) Section thirty of the Bills of Sale Act, 1899-1957, shall not apply to any assignment agreement of the kind referred to in the proviso to subsection (1) of this section.

I think this amendment is necessary to overcome the peculiarities of our laws in this State.

Mr. Nulsen: It is really consequential.

Mr. COURT: Yes.

Mr. BRADY: I should like to ask one question. What would be the position in regard to reclaiming a vehicle when there

are sufficient funds to pay the original owner? Would the person who assigned the asset have the right to a refund?

Mr. COURT: If there were an effective assignment under this clause, as it will be amended, the assignee would have the right to title and interest in it, because he would have acquired it from the original hirer. Therefore, if the transaction were eventually washed up through repossession and the repossession provided a surplus, the new person who had acquired the right to title and interest would get the surplus.

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

Clause 8—Conditions to be implied in every hire-purchase agreement:

Mr. COURT: I move an amendment—

Page 7—Delete the words in lines 27 to 30, and substitute the following:—

and appropriate words just above the hirer's signature to the effect that before the agreement was made the statement was specifically brought to his notice.

This amendment is important for the protection of the hirer and the provision in the Bill is considered to be unreasonable and incapable of proper proof. The alternative and practical solution is that immediately before the signature on the hire-purchase agreement, so that they do not get lost in the morass of words, the following words should appear:—

That before the agreement was made the statement in subclause (c) was specifically brought to the notice of the hirer.

This means that he had brought to his notice the fact that the goods were second-hand and all conditions and warranties as to quality were expressly negatived. I cannot think of any more practical way to achieve this result.

Mr. Brady: Except to print it in red ink.

Mr. COURT: One could print it in block letters, even, but it would still not make any difference. I would not be opposed to any qualification in that regard if anything practical could be worked out. However, the safest thing to do is to put the words immediately above the signature so that they are not lost in a mass of small type in a page of complicated agreement.

Mr. NULSEN: I agree to the amendment. It is assumed that the hirer will read the agreement carefully, and it is impossible to protect everyone against his own folly or carelessness. If provision is to be made in a hire-purchase agreement to explain certain provisions to the hirer, where is the requirement to end? It could be suggested that perhaps the whole matter could be explained orally to the hirer. The onus lies on the hirer to a great

extent. It would not matter if the words were printed in gold ink; some hirers would still not notice them.

Amendment put and passed.

Mr. COURT: I move an amendment—

Page 8—Delete the words in lines 7 to 9, and substitute the following words:—

and appropriate words just above the hirer's signature to the effect that before the agreement was made the statement was specifically brought to his notice.

This is a consequential amendment, and there is no need for me to comment on it.

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

Clause 9—put and passed.

Clause 10—Avoidance of certain provisions:

Mr. COURT: I move an amendment—

Page 9, line 16—Delete the word "rights" and substitute the word "right."

This is purely a drafting amendment. I do not care whether it is made or not, but the legal people seem to think it is necessary.

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

Clause 11—Power to hirer to determine the hiring:

Mr. COURT: I move an amendment—

Page 10, line 31—Delete the words "state in the agreement" with a view to substituting the words "advise the hirer in writing within seven days of receipt of the hirer's notice of."

It is proposed that, instead of stating in the agreement a suitable and convenient place to which the goods may be returned, we should insert words the effect of which will be that the owner will advise the hirer in writing within seven days of the receipt of the hirer's notice of his intention to terminate the agreement. The reasons are that, when the agreement is originally entered into, it is not known, with any certainty, where the equipment will finish up.

For instance, it could be earth-moving equipment which originally is intended to be used for work in the South-West. The contract could be completed there and another taken in the Murchison, and then the hirer might want to terminate the agreement. If, when the agreement was signed, it was stated that the equipment should be returned to Pinjarra, this could prove embarrassing to all concerned; and, in particular, to the hirer.

However, in view of the mobility of the average type of equipment involved, it is suggested that it could be more satisfactory for the place to which the equipment was to be returned to be specified within the seven days by the owner when he received notice from the hirer of his intention to terminate the agreement. This is considered to be the more practical way to handle the situation.

Mr. NULSEN: I do not agree to this amendment. It seems to me that it will take all the power away from the hirer and hand it over to the owner. That may be all right if the owner is fair and impartial. However, if he is not, the owner could state that the machine should be returned to any town for the purpose of a convenient resale, for instance. I would sooner have the owner nominate in the agreement the place to which the hirer can return the equipment. The ordinary place of business of the owner may be in Perth, and the hirer may want to operate the heavy machinery involved in, say, Esperance; and the owner may insist that the place for the machine to be re-delivered should be at Albany and not Perth. The whole point is whether, before the agreement is signed, the hirer is to be denied the right to nominate an alternative place for re-delivery of the goods. I hope the Deputy Leader of the Opposition will concede one amendment, because he has been treated very well tonight. The hirer should still retain some authority. If we give it all to the owner the hirer will be left out in the cold.

Mr. WATTS: I am in agreement with the Minister's objection to this amendment but for a different reason. There should be a greater degree of certainty in this matter, and it should prevail at the beginning as to where the chattel should be returned. The only place for it is in the agreement, because then there can be no disputation, as the parties will know where they stand at the time the agreement is made.

Mr. COURT: The proposal in the Bill could be detrimental to the hirer. A man could finish the contract in the Murchison, say, and the owner could adequately handle his equipment through a Kalgoorlie agency. He would then direct that the equipment be transferred to Kalgoorlie instead of the original place, which could be Perth or Pinjarra. It is still possible for agreement to be made by mutual consent provided there is give and take. I have had personal experience of heavy equipment where the question of delivery was important, not so much for the owner but for the hirer; and the equipment could not be moved easily.

Mr. Nulsen: It would not stop a compromise between the owner and the hirer.

Mr. COURT: Unfortunately this hirer was stubborn and it reacted to his detriment. If the Committee rejects this amendment, it could be a two-edged sword.

Amendment put and negatived.

Clause put and passed.

Clauses 12 and 13—put and passed.

Clause 14—Right of hirer to recover certain amount where owner re-takes possession of goods:

Mr. COURT: I move an amendment—

Page 12, lines 23 to 26—Delete the words "actual retail value thereof at the date of repossession or if in any particular case the value to the owner is shown to be less than the retail value, then the"

I have been unable to find any interpretation for the words "actual retail value," and it would be difficult for the Committee to produce a definition for those words. As I understand "retail" it means the price to the person who is using a particular commodity. If I run a retail store, buy shirts wholesale, and sell one to the Minister for Transport, I am selling it retail. I do not know how that would apply to a repossessed vehicle. It will be noticed that the word "reasonably" is included; and anyone who considers he has not had a fair go, has a right of redress. It is then for the owner to prove he has fixed a fair price in respect of the vehicle. It is better to remove words that are incapable of legal definition, and leave it in a manner which is clearly understood in trade and commerce generally.

Mr. NULSEN: My advice is that the amendment appears to negative the intention of the clause, if, as the note suggests, the repossessed vehicle is to be sold back to the trade. The avenues available for an unscrupulous owner to repossess and sell back into the trade at a price which the owner says is the best he can realise can be overcome by the fact that in the Press and other publications the values are given according to the makes and models of the vehicle. One would expect an honest trader to allow that rate to the hirer of the vehicle from whom it is repossessed.

Retail value is that which attaches to a model of a particular year as distinct from the value obtained by selling it back to the trade. There could be collusion between the owner in regard to the best price he can obtain, probably from a friend. That has happened in the past, and I am not sure how it can be overcome. There could be avenues of his own creation involved. I am referring to unscrupulous traders, not to the honest traders like Boans or Winterbottoms.

This legislation is designed to protect the hirer. There was the instance of a car for which £600 was paid; but 11 days after

the sale, it was taken to Mt. Barker and the two big ends became damaged. This was not due to negligence, because there was plenty of oil in the sump. I do not know to whom that car was resold, but it was resold for £150. The hirer received a bill for £355 from the finance company to make up the difference. This is a difficult amendment and I would like a lead from the Leader of the Country Party as to how to cover not those who are honest dealers, but the dishonest ones.

Mr. WATTS: I cannot help the Minister. I am in favour of the amendment. I simply do not understand what "actual retail value" means. When that is the position, the words should be left out. The notes just read out by the Minister, prepared by the Crown Law Department, obviously covered the consideration of motor vehicles only. There are a great many other articles affected by this clause. Even if it were possible—which I am extremely doubtful—to give a reasonable assessment of the actual retail value of a motor vehicle, it is well-nigh impossible to give the actual retail value of the many other articles that are the subject of hire-purchase agreements.

It is well known that the best price which can be obtained reasonably has a distinct legal connotation. A court, on the evidence, will readily decide whether reasonable and proper action has been taken by the owner to obtain the best price. I do not think difficulty arises in the amendment before us, except to the extent that if the words are left in we will not know what we are talking about, especially in respect of articles other than motor vehicles.

Even with motor vehicles there is a difference of opinion as to the meaning of the phrase, "actual retail value." We ought to rely on the best price that can be obtained. If any matter was brought before a court, a searching inquiry would be made, if it was indicated that no proper steps had been taken to obtain the best price.

Mr. JOHNSON: I oppose the amendment, because the deletion of the words will weaken the clause. I have had some personal experience in regard to this matter. In 1939 I sold a second-hand car through a dealer. Later I was able to find out that the car had been sold under a hire-purchase agreement which was registered under the Bills of Sale Act. I was therefore able to trace the sale. The difference between the amount I received and the amount that the purchaser paid was in the region of 150 per cent. In that case the actual retail value was the price obtained on the sale under the hire-purchase agreement. I was certain that I had been robbed, and I consulted a lawyer. He was not very interested in the case, and I do not think he took any steps.

Mr. Ross Hutchinson: Did the dealer improve the car?

Mr. JOHNSON: He sold the car. He did not even wash it. What he did was to put on the extra price. Had the matter been taken before a magistrate under Section 6 of the agreements Act something could have been done. Had a similar transaction taken place under the wording in the clause under discussion, there would have been a measure of assessing the actual retail value. It was resold and therefore the price was measurable.

Legislation has very little real purpose until there is disagreement between the parties. What we are concerned with is the effect of the legislation when tested before a court. A case will not be taken before a court until there is a disagreement. There will not be a disagreement for no reason at all. It will occur when one party or the other feels aggrieved. There is a difference between feeling aggrieved and knowing that one has a just case. We can be sure that people will not take cases to court unless they have sufficient grounds to warrant a chance of recovering at least the legal expenses.

We can take it that the actual retail value is related to the value of the same article when it is resold. It is known to all of us that articles which are embraced in the hire-purchase trade—repossessions in particular—are normally resold as quickly as possible. It can be said that the best price obtainable for an article on a particular day was the best price offered. The practice is to take an article to three dealers, although some reputable finance companies take it to more than three. They take those offers as evidence of the best price obtainable. In the case of less reputable dealers, it was suggested that they only offered repossessed vehicles to their friends, the price obtained being a little less than the market value.

We should leave the provision in the Bill so that the sale can be followed to prove the actual retail value by relating it to the actual value at which it has been retailed. The words may be a little obscure; but if we give them their normal dictionary meaning, we may find that "actual retail value" could apply only to something that has actually been sold; and therefore it applies to a resale. I think the words should stay in the clause. If a magistrate eventually finds he cannot make use of these words, and they are tested in a higher court and said to have no meaning, they can be taken out. However, as far as I am concerned, they have plenty of meaning.

Mr. COURT: I think the Minister has made the best case for the amendment, because his advice emphasises the point I was trying to make that the question of retail value is so terribly obscure, and we should not have a Bill knowingly containing such vagueness. One is entitled to ask the question: What is the actual retail value? If it were a new vehicle,

there would be a yardstick. If it were a 1958 Holden, there would be a retail price readily determinable.

Mr. Nulsen: Would you say a car bought for £600 should be only worth £150 after 11 or 12 days?

Mr. COURT: Do not let us confuse that with the general principle. That sort of thing happens time and time again. It sometimes happens that people pay £10,000 for a machine and, through no fault of the manufacturer, the machine, through overstrain or some other cause, is damaged to the extent of £5,000. If a man pays something in excess of a car's value, it is unfortunate; and the individual should be more cautious in his transaction. Had he had the car examined by the R.A.C., no doubt the deficiency would have been discovered, although that is not always the case. Delivery could be taken of three Holdens on the same day; yet after a certain period there could be £200 or £300 difference in their value. One car may have been used as a taxi; another driven by a careful gentleman at 30 miles per hour; and another by a young man who tore around the country and jammed the brakes on, etc. Therefore, I would suggest to the Minister that he try to produce another amendment and not leave the position so vague. As his advisers have not produced an alternative, and the legal people I have discussed it with cannot give a simple solution, I think the matter should be approached in a practical way.

If we turn to Subclause (4) we find that the amount is recoverable by the hirer, and may be recovered in any court of competent jurisdiction. In the next subclause there is further protection for the hirer. Surely we have to try to introduce some reasonable certainty into this matter. The mere fact that this is referable to a magistrate on application of the owner or application of the hirer gives adequate protection. I should imagine that the magistrate would want proof from both parties in support of their contentions regarding the value.

For that reason I think we should take the practical approach and use the words "the best price which could be reasonably obtained by the owner at the time." They are practical, clearly understood by the courts; and, furthermore, the hirer is adequately protected by his right to go to a court. I hope the amendment will be accepted.

Mr. NULSEN: I have listened attentively to the hon. member for Nedlands, but still disagree with this amendment. I think the clause as it stands gives more protection. I have no doubt that the Attorney-General in Victoria, who introduced a similar Bill, included this provision in order to try to protect honest people from unscrupulous dealers. If we have no actual

value, I do not know how we are going to assess the value of an article which is repossessed.

Mr. COURT: I think that is quite irrelevant to this case.

Mr. NULSEN: No; it is not. I feel that we have to see that we protect these people.

Mr. COURT: That transaction you mentioned would be just as good or bad whether it was a cash deal or on terms.

Mr. NULSEN: Yes; but this is a hire-purchase agreement. A man goes away in a motorcar worth £600, comes back 12 days later and receives only £150 for it.

Mr. COURT: My view is that it was not worth £600 for a start.

Mr. NULSEN: I believe that after 12 days, or even three or four months, an article is worth half its original price, not a quarter; and I think there should be some actual value—

Mr. COURT: Could you tell us how you would go about it if you had to fix a value?

Mr. NULSEN: I would try to be just, as most owners would. I would be inclined to refund the whole amount of £600.

Mr. COURT: That is done every day of the week.

Mr. NULSEN: Yes; but there are two or three cases where it is not occurring.

Mr. COURT: But can you base your decision on this amendment on one or two extreme cases?

Mr. NULSEN: No. Nevertheless, I do want to see included in this Bill some protection for the hirer.

Mr. BRAND: That is what we are trying to do!

Mr. COURT: To enable us to get some finality, would you tell us how you would go about putting a value on an article?

Mr. NULSEN: I think there should be some actual value.

Mr. COURT: How is that to be achieved?

Mr. NULSEN: In accordance with the price that he has sold it for.

Mr. COURT: You cannot relate that, because he might be a bad driver.

Mr. JOHNSON: Paragraph (b) envisages if goods should be resold, and that is pretty actual.

Mr. NULSEN: I am sorry but I cannot agree to the amendment. I feel that we should afford some protection against the unscrupulous dealer.

Mr. COURT: I think it is very bad for us to pass over this subject without being able to determine how the Bill is to operate. The Minister cannot tell us how he would fix a value. I bring in a 1950 Holden that has been repossessed, and I have to have a value fixed on it. What value am I to put on it?

Mr. Nulsen: If you are honest, you will put a fair value on it.

Mr. COURT: But the honest people will have the most difficult and embarrassing decisions to make under this particular clause. No legal man in Perth, who has been approached on this matter, can tell the inquirers with any certainty what "actual retail value" means.

Mr. Nulsen: If we sent to Victoria, we might get an interpretation.

Mr. COURT: Under the other system, there is a protection for the hirer as well as the owner. Neither the Minister nor we have been able to give a reasonable interpretation of the words under discussion. The hon. member for Leederville mentioned that the current practice is for three reputable car dealers to be approached as to a fair price—sometimes more dealers are approached—and on the figures submitted a price is based for the purpose of rendering an amount under the existing Hire-Purchase Agreements Act. This system would not apply under the proposed amendment.

Mr. Nulsen: Don't you think this will assist the big financial companies and owners in a more specific way than it will the hirers?

Mr. COURT: No; but if the Minister could give an alternative, I will be ready to accept it. But he cannot.

Mr. Nulsen: Your amendment does not achieve what you desire.

Mr. COURT: Yes it does. It should be borne in mind that both parties, in the event of a dispute, can go to a magistrate who will ensure that a reasonable value is fixed—and the magistrate would have a fair understanding of what that reasonable value should be.

Mr. JOHNSON: I do not understand why the hon. member for Nedlands is so anxious to remove these words from the Bill, unless he is trying to protect the villains to whom this legislation is intended to apply. He says he does not see any value in the words.

Mr. Court: Why introduce that sort of thing when we are trying to discuss this matter on a decent basis?

Mr. JOHNSON: I have listened to the hon. member's argument and fail to see any sound reason why he should ask for their removal.

Mr. Court: The Minister has submitted the argument.

Mr. JOHNSON: How are we to arrive at an "actual retail value"? Let us consider an imaginary transaction. A vehicle—a Holden as was instanced by the hon. member for Nedlands—has been repossessed and it comes into the yard of a second-hand dealer. Settlement is attempted between the owner and the hirer, and a disagreement arises as to the value

of the car. Let us remember, of course, that this clause and subclause will not apply unless a disagreement takes place.

In the majority of cases there will be agreement quite readily; but in cases where there is disagreement, the matter will be taken to the magistrate under the provisions of this particular clause, which envisages two possibilities. It is either the actual retail value, if ascertainable, or the best price obtainable if the actual value cannot be ascertained.

Paragraph (b) of Subclause (3) deals with the reselling of a vehicle. The magistrate and the parties to the transaction would know, if the car had been resold, that there was an actual retail value that could not be disputed. If the car had been repossessed and resold and the figure given by the person repossessing it was £400, while the resale price was £700, there would be good reason for a dispute. In such an instance the magistrate, allowing for the cost of repossession and reselling, might arrive at a figure of about £650. I think I have demonstrated the reason why this provision was inserted in Victoria and if the hon. member for Nedlands sees no value in it, but also sees no harm in it, he should agree to it. There should be a practical approach to the question.

Mr. COURT: The hon. member for Leederville hit the nail on the head in saying there should be a practical approach. He has given no basis which, under a legal test, could stand up to the question of what was the actual value. It might be easier in the case of a motorcar, but radios, refrigerators and so on might not be sold for months and the actual retail value would be difficult to arrive at. We think the commonsense approach should be adopted.

Mr. Johnson: What are you trying to hide?

Mr. COURT: Nothing. The Minister has admitted that it is difficult to explain the legal significance of the words "actual retail value." I think we should adopt the practical approach.

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

Ayes—17

Mr. Bovell	Mr. W. Manning
Mr. Brand	Sir Ross McLarty
Mr. Cornell	Mr. Nalder
Mr. Court	Mr. Owen
Mr. Crommelin	Mr. Roberts
Mr. Hearman	Mr. Watts
Mr. Hutchinson	Mr. Wild
Mr. Lewis	Mr. I. Manning
Mr. Mann	(Teller.)

Noes—23

Mr. Andrew	Mr. Lawrence
Mr. Bickerton	Mr. Marshall
Mr. Brady	Mr. Molr
Mr. Evans	Mr. Norton
Mr. Gaffy	Mr. Nulsen
Mr. Graham	Mr. O'Brien
Mr. Hall	Mr. Potter
Mr. W. Hegney	Mr. Rhatigan
Mr. Jamieson	Mr. Rowberry
Mr. Johnson	Mr. Toms
Mr. Kelly	Mr. May
Mr. Lapham	(Teller.)

Ayes.	Paire.	Noes.
Mr. Perkins	Mr. Sleeman	
Mr. Thorn	Mr. Hawke	
Mr. Oldfield	Mr. Heal	
Mr. Grayden	Mr. Tonkin	

Majority against—6.

Amendment thus negatived.

Clause put and passed.

Clause 15—put and passed.

Clause 16—Provision for hirer to obtain redelivery to him of goods taken possession of on giving notice and paying or tendering moneys then due, etc.:

Mr. COURT: I move an amendment—

Page 14, line 26—Delete the words “twenty-one” and substitute the word “fourteen.”

This is one of a series of amendments to bring about a more realistic state of affairs.

Amendment put and passed.

Mr. COURT: In Subclause (2) the words “fourteen days” appear. There was, for practical reasons, a difference of seven days between the time required under Subclause (1) and the time required under Subclause (2). Now that we have agreed to reduce the time to 14 days under Subclause (1) would the Minister agree to reduce the 14 days in Subclause (2) to seven days? The logical thing is to have a difference of seven days.

Mr. Nulsen: I will agree to that.

Mr. COURT: I move an amendment—

Page 14, line 31—Delete the word “fourteen” and substitute the word “seven.”

Amendment put and passed.

Mr. COURT: I move an amendment—

Page 15—Delete paragraph (c) in lines 9 to 13 and substitute the following:—

(c) pays or tenders to the owner the costs and expenses of the owner properly incurred in respect of his taking possession of the goods and the redelivery to the hirer.

The provision of £20 was inserted with particular reference to Victoria—

Mr. Nulsen: I will agree to that.

Amendment put and passed.

Mr. COURT: I move an amendment—

Page 15, line 33—Delete the words “twenty-one” and substitute the word “fourteen.”

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

Clauses 17 and 18—put and passed.

Clause 19—Restrictions on payments to owners of goods by financiers:

Mr. COURT: There is a printing error in this clause and the word “dealer’s” in line 28 should read “dealer.”

The CHAIRMAN: That will be corrected, and there is no need to move an amendment.

Mr. COURT: Very well.

Clause put and passed.

Clauses 20 to 24—put and passed.

New clause:

Mr. COURT: I move—

That the following be inserted to stand as Clause 18A:—

18A. Any dealer who prepares or causes to be prepared any hire-purchase agreement or offer in writing which if accepted will constitute a hire-purchase agreement with the intention of bringing about a contractual relationship between an owner and a hirer and which agreement or offer contains to the knowledge of the dealer any false statement or representation as to the amount of the cash price or of the deposit shall be guilty of an offence against this Act.

This new clause is an important one, and it assumes even greater importance in a Bill where there is no minimum deposit provision, because it makes it an offence if a dealer knowingly puts false information into the agreement.

Mr. Nulsen: I will agree to it.

New clause put and passed.

First Schedule:

Mr. COURT: The amendments which I have to the schedules are consequential because we have altered some of the provisions in the Bill. The two schedules are important because they can be the means of protecting hirers and making sure they understand their rights. I move an amendment—

Page 20—Delete paragraph (a) and substitute the following:—

(a) You are entitled to a copy of the agreement which the owner should serve on you within 14 days after the making of the agreement. For details see Hire-Purchase Act, 1958, section four.

Amendment put and passed.

Mr. COURT: I move an amendment—

Page 20—Insert the following to stand as paragraph (b):—

(b) You are entitled to a statement of the amount that you owe on your making a written request to the owner but you

may not make such a request more than once a month. For details see Hire-Purchase Act, 1958, section five.

Amendment put and passed.

Mr. COURT: I move an amendment—

Page 20—At the end of renumbered paragraph (c) add the words "For details see Hire-Purchase Act, 1958, section seven."

The reason for inserting these words is to make certain that the proviso to Clause 7 is brought to the attention of the hirer for the purpose of greater clarity.

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

Second Schedule.

On motions by Mr. Court, Schedule amended as follows:—

Page 20, paragraph (c), line 1—Delete the word "twenty-one," and substitute the word "fourteen."

Page 21, line 2—Delete the words, "twenty-one," and substitute the word "seven."

Page 21, line 2—After the word "after" insert the words "notice is."

Schedule, as amended, put and passed.

Title—put and passed.

Bill reported with amendments and the report adopted.

HOUSING LOAN GUARANTEE ACT AMENDMENT BILL (No. 2).

Returned from the Council without amendment.

BILLS (4)—ASSENT.

Message from the Lieut.-Governor and Administrator received and read notifying assent to the following Bills:—

1. Inspection of Machinery Act Amendment.
2. Health Education Council.
3. City of Perth Parking Facilities Act Amendment.
4. Wheat Industry Stabilisation.

GOVERNMENT RAILWAYS ACT AMENDMENT BILL (No. 2).

Second Reading.

Debate resumed from the previous day.

MR. HEARMAN (Blackwood) [9.58]: This Bill is quite short and simple, and I do not think there is much in it at which the House could quibble. It simply endeavours to provide some form of appeal against any punishment that may be inflicted on a salaried officer. The amendment seeks to follow exactly the same

principle that is applied to those officers in the lower grades. At present, those men on wages have the right of appeal to an appeal board, but salaried men have not.

The point is that, generally speaking, people on salaries, in practically all cases, are people who were previously on wages, and who have been put into more important jobs, thus finding themselves in a class known as salaried officers. They have been used to the principle of appeal and, of course, in the case of salaried officers, generally speaking, it has been accepted that promotion will go by virtue of selection and ability rather than by seniority; a principle which, I think, is by no means bad, and which could, perhaps, be extended a little further, with advantage, in the railways.

I think it is particularly desirable, in view of the fact that Section 77 of the Act, which it is intended to amend, does produce grounds on which appeals may be lodged—in cases such as fines, being reduced to a lower class or grade, dismissed by the commission, or any person acting with its authority, or suspended from employment. I think it is also, of course, intended that in the event of promotion, if a person feels he has been passed over unjustly, he shall have some right of appeal; some proper channel through which to ventilate his grievance.

As a principle, I do not think there is much we can complain about in that. Another aspect that appealed to me—and from memory I do not think the Minister mentioned it last night—is that from time to time we will have a Minister for Railways such as the previous Minister (Mr. Styants) who was an old railwayman, and unless we make some provision for an appeal for the salaried officers, inevitably the only channel through which they may ventilate any grievance they feel would be by direct reference to the Minister.

In view of the remarks made by the Minister for Transport last night concerning people on the appeal board having worked closely with the person who is appealing, it could also well be that we have a Minister who might have had some previous association with the person appealing and, therefore, it would perhaps be just as undesirable that he should have to sit in judgment, as it were, in that matter, as it would be undesirable to have a person on the appeal board who was a known personal friend and associate of the person making the appeal.

This Bill simply provides that a single magistrate shall be the sole arbiter, and I think that is the most desirable way out of the difficulty. There are not many people involved, and I know it has been the practice in at least the case of one Minister in the past to more or less set himself up almost as an appeal board. I understand the present Minister has not

followed that practice—I think probably wisely, because I could see him getting himself involved in a lot of unnecessary argument, for no matter what determination he made, it could be misunderstood and misinterpreted by the rank and file of the railway staff.

Generally speaking, the Bill is straightforward. It simply provides machinery for an appeal to a magistrate in the event of a salaried officer feeling aggrieved, and it provides the authority to promulgate regulations under which an appeal to a magistrate can be made. I support the second reading.

Question put and passed.

Bill read a second time.

In Committee.

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

Third Reading.

Bill read a third time and passed.

LONG SERVICE LEAVE BILL.

Council's Message.

Message from the Council notifying that it insisted on its amendments Nos. 3, 4, 12, 20, 26, 27, 28, 29, 30 and 32 now considered.

In Committee.

Mr. Sewell in the Chair; the Hon. W. Hegney (Minister for Labour) in charge of the Bill.

No. 3.

Clause 4, page 4—Delete all words from and including the word "or" in line 35 down to and including the word "employee" in line 38.

No. 4.

Clause 4, page 7—Delete Subclause (2).

No. 12.

Clause 7, page 13—Add after new subclause (3) a new subclause to stand as subclause (4) as follows:—

(4) An employer shall be entitled to offset any payment in respect of leave hereunder against any payment by him to any long service leave scheme, superannuation scheme, pension scheme, retiring allowance scheme, provident fund, or the like or under any combination thereof operative at the coming into operation of this Act. Such offset may be effected by the employer claiming and obtaining repayment of the appropriate amount from any such scheme or fund against the employee's benefits thereunder, or in such other manner as may be expedient. The terms and conditions of any such scheme or fund are hereby varied and modified accordingly.

No. 20.

Clause 20—Delete.

No. 26.

Clause 21, page 22, line 33—Add after the word "accordingly" the following passage:—

and for the purpose of any appeal referred to in section twenty-seven of this Act the person found liable as aforesaid shall be deemed to have been convicted of a breach of this Act and any amount for which he is so liable shall be deemed a penalty.

No. 27.

Clause 25—Delete.

No. 28.

Part VII, Heading, page 24, lines 18 and 19—Delete the words "Exclusiveness of Jurisdictions and Powers Conferred by this Act" and substitute the following:—"Appeals and other Proceedings under this Act."

No. 29.

Clause 27, page 24—Delete subclause (1) and substitute the following:—

(1) Any person claiming to be entitled to a benefit under this Act or any person against whom such a claim is made may in addition to any other right or remedy he may have, apply to the Court for the determination of his rights and liabilities under this Act and the Court may make such declarations and orders as it thinks fit in respect to those rights and liabilities.

No. 30.

Clause 27, page 24—Insert a new subclause after subclause (1) to stand as subclause (2) as follows:—

(2) (a) The Court may remit to the Conciliation Commissioner any question or matter properly before it and the provisions of sections one hundred and eight B and one hundred and eight C of the Industrial Arbitration Act, 1912, shall apply as if repeated mutatis mutandis in this section.

(b) There shall be an appeal from a decision of an Industrial Magistrate to the Court and from the Court to the Court of Criminal Appeal and the provisions of section one hundred and three A and of the proviso to section one hundred and eight of the Industrial Arbitration Act, 1912, shall apply respectively to such appeals as if repeated mutatis mutandis in this section.

No. 32.

Clause 39, page 29, line 21—Insert after the word "by" first appearing the words "his solicitor or by."

Mr. W. HEGNEY: This Chamber considered these amendments when the Bill was being discussed and exhaustive deliberations took place in Committee. Continued opposition to the amendments will

only end in the defeat of the whole measure, or in conference between managers of both Houses. I have had considerable experience of these conferences. From my observation, in view of the attitude of the Opposition, particularly of the Liberal Party, it would be futile for the Government to disagree with the amendments.

This Government introduced the Long Service Leave Bill. The Government represents the people of Western Australia. When amendments, which were identical with the ones now under discussion, were moved by the Opposition in this Chamber, they were defeated; when the Bill was submitted to another place almost identical amendments were made and these have been referred to this Chamber for concurrence.

Under the circumstances it is proposed to agree to the Council's amendments. That is not to be taken as an indication that we agree with the amendments. The first has relation to people plying for hire, or to taxi-drivers. This is the third occasion during this session when the Government attempted to make provision to cover those people. Provision was made in the Workers' Compensation Act Amendment Bill which has been rejected; similar provision was made in the Industrial Arbitration Act Amendment Bill, which is at the second reading stage in another place. Provision was also made in the Long Service Leave Bill.

The main objection of the Government is the insertion of the offset provision. Since this Bill was introduced the Arbitration Court has deleted the offset clause from the Printing Industry Union's award; but in this instance another place is insisting on the insertion of the offset clause in the Long Service Leave Bill.

Another provision is that the Arbitration Court should be the final authority to deal with long service leave matters. The amendment provides that there shall be an appeal from the Arbitration Court to a higher court. Where the Arbitration Court determines that an employee is entitled to long service leave, the amount payable is to be regarded as a fine against the employer and thus give him the opportunity to appeal to the higher court.

A further provision relates to legal representation before the Arbitration Court. The Government considers that legal practitioners should be excluded from representation, but the Opposition has insisted on the right of parties to engage legal practitioners.

The present Government, which is elected by adult franchise by the majority in this State, has asked for certain provisions relating to long service leave to be passed. Amendments have been made

to the Bill in another place, and we accept the amendments very reluctantly. I move—

That the amendments made by the Council be no longer disagreed to.

Mr. COURT: One can well imagine the Minister wanting to put on a turn in connection with his acceptance, with reluctance, of the amendments of the Legislative Council. On this occasion the Government has been well advised to agree to the amendments. We have to go back a little way to get to the bottom of the unhappy story.

This Parliament was, last year, quite prepared to grant to the workers of this State, with immediate effect, the benefits of long service leave, with no fuss or bother of going before the court, and on a basis which had been agreed upon between the employer and employee organisations. The Government, seeking to make capital out of the situation, rejected the proposition. The workers of this State could have received this leave, effective as from last December, without further ado or having to go before the court. Therefore, the Government's action must be examined in that light. Had the Government accepted the Bill last year in its amended form as put forward by the Legislative Council, long service leave would have been universally effective in Western Australia as from last December.

Mr. Graham: The unions unanimously asked that the Bill be dropped rather than persevere with the Legislative Council in regard to the amendments.

Mr. COURT: The rank and file or the executive?

Mr. Graham: I would say the executive has just as much right to speak on behalf of members as you do on behalf of the people you represent.

Mr. COURT: The rank and file were not happy about the Bill last year.

Mr. Graham: You would not know what the rank and file thought.

Mr. COURT: We move about and hear reactions to decisions of the Government. The Bill, as brought down in amended form, was in accordance with published negotiation between the A.C.T.U. and employer bodies.

Mr. W. Hegney: Without the restrictive clause you put in.

Mr. COURT: We have consistently advocated long service leave on a fair and equitable basis, having regard to the economy of the State at the particular point of time. That long service leave could have been accepted as from last December. This Bill, in its amended form, gives long service leave coverage on the basis that the Arbitration Court agreed to in April, 1958. I think it is as well that the Government is going to accept

these amendments so that people can have long service leave, belated though it is. The Government must accept the responsibility for the belated nature of the long service leave. I am glad the Minister has seen fit to accept these amendments.

Mr. W. HEGNEY: I am not going to let this opportunity pass without having the position of the Government clarified with regard to its attitude during the previous session in connection with long service leave. I challenge the Deputy Leader of the Opposition to deny that one of the conditions which the Government would have been obliged to accept in the long service leave scheme last year was that the Arbitration Court would not have any power whatsoever to hear any case in regard to a long service leave application by any union in the future; and, furthermore, that on the application of any person the Arbitration Court would cancel any award providing for long service leave. I challenge the Deputy Leader of the Opposition to deny that.

Mr. Court: I will deny it, and effectively too.

Mr. W. HEGNEY: The effect would have been that the workers at Yampi Sound, to whom the Arbitration Court had granted a long service leave provision, would have been required to cancel the award.

Mr. Court: They would not.

Mr. W. HEGNEY: They would. That was one of the provisions that the Opposition insisted upon, and when the Deputy Leader of the Opposition asks who decided or suggested to the Government that the amended Bill be not accepted, I would point out that the trade union movement of this country, as the governing body, was consulted by me and I took cognisance of its views. Members of the Trade Union Council said that rather than have that restrictive clause placed in the measure they would negotiate with employers.

As a result of the negotiations with employers, they have obtained a consent award containing a long service leave provision; and the court will be entitled to amend the long service leave provisions in the future. I throw the challenge back into the teeth of the Deputy Leader of the Opposition and say that it is with reluctance we have to accept the dictates of a minority of this country.

Mr. COURT: All I can say about the alleged dictates of this so-called minority is "Thank goodness we have them in this State or we would be heading for a series of Mort's Docks". If there was ever a case where people would have been thrown out of work, this was it. Somebody has to have a sense of responsibility.

The Minister has thrown down a challenge which I accept. The Minister did not allow the Bill last session to go to a conference, and he cannot say what he would have got out of the conference.

Mr. W. Hegney: I have an idea.

Mr. COURT: He was not prepared to allow it to go to a conference, because he was playing politics.

Mr. Potter: Why go to a conference?

Mr. COURT: Because it happens to be in accordance with the constitution of this country.

Mr. Graham: It is time it was altered.

Mr. COURT: The Minister refused, and that is where the fatal blunder was made.

Mr. W. Hegney: No, it was not.

Mr. COURT: Last session the Minister quoted in this House the cases of workers at Yampi Sound and some municipal council workers and I made a plea to him that we would agree to an amendment in order to protect existing long service leave awards.

Mr. Moir: Not in the first proposal.

Mr. COURT: These things are matters for discussion. Some are contentious and some are not. In regard to the first proposal, after discussion and debate we made a proposition which was completely rejected, and it was open to the Minister to go to conference and move an amendment along lines that we would have supported. That is the complete answer to the Minister's so-called challenge.

Question put and passed; the Council's amendments no longer disagreed to.

Resolution reported, the report adopted, and a message accordingly returned to the Council.

CANCER COUNCIL OF WESTERN AUSTRALIA BILL.

Council's Amendments.

Schedule of five amendments made by the Council now considered.

In Committee.

Mr. Sewell in the Chair; the Hon. H. E. Graham (Minister for Transport) in charge of the Bill.

No. 1.

Clause 6, page 8, line 20—Insert after the word "The" where first appearing, the words "offices of."

No. 2.

Clause 6, page 8—Delete all words from and including the word "while" in line 21 down to and including the word "Minister" in line 24 and substitute the following:—

shall be deemed not to be offices of profit from the Crown on acceptance of which offices by a member of the Legislative Council or the Legislative Assembly, his seat becomes vacant,

No. 3.

Clause 15, page 14, line 37—Insert after the word "Institute" the words "after consultation with the Council."

No. 4.

Clause 17, page 16, line 7—Delete the word "Minister" and substitute the word "Council."

No. 5.

Clause 17, page 16, line 11—Delete the word "Minister" and substitute the word "Council."

Mr. GRAHAM: The Minister for Health has intimated that he is prepared to accept all the amendments proposed by the Legislative Council. The first two actually advocate a difference in wording for the purpose of protecting members of the Council who receive remuneration for their services. The Legislative Council has chosen to express it differently and thereby provide that the offices should not be deemed to be offices of profit under the Crown.

In the Bill is the provision that the Minister may dismiss any member of a board or institute; and the Council wishes, in its third amendment, that before this is done he, the Minister, should consult with the Council. I can see nothing objectionable in that.

The fourth amendment is to delete the word "Minister" and substitute the word "Council". I might explain that the Bill states that a board, for the purpose of carrying out its functions and duties, etc. is subject to the Minister and should give effect to any directions of the Minister. The Council desires the clause to provide that the board be subject to the Council. It is still leaving in those words which state it should give effect to any direction of the Minister. Therefore I think it will be appreciated that the authority of the Minister is not being denied him.

The final amendment, which seeks to strike out the word "Minister" and to substitute the word "Council", has to do only with the employment or engagement of officers and servants of the board. It was proposed in the Bill, as it left this House, that such employees could only be appointed with the approval of the Minister; and I daresay that, to a great extent, it is of no particular concern whether Smith or Jones is appointed to these lesser positions, and therefore it is left to the Council as an administrative matter rather than its having to be referred to the Minister. That comprises all the amendments and to expedite the Bill, I move—

That the amendments be agreed to.

Question put and passed; the Council's amendments agreed to.

Resolution reported, the report adopted, and a message accordingly returned to the Council.

ROAD CLOSURE BILL.

Second Reading.

Order of the Day read for the resumption of the debate from the 26th November.

Question put and passed.

Bill read a second time.

In Committee.

Mr. Sewell in the Chair; the Hon. L. F. Kelly (Minister for Lands) in charge of the Bill.

Clauses 1 to 9—put and passed.

Clause 10—Closure of portion of Addis-st., Kalgoorlie:

Mr. EVANS: Clause 10 relates to the closing of a portion of Addis-st. which is behind the North Kalgoorlie Government school, and the Kalgoorlie Municipal Council has asked that this portion of the street be closed at the request of the school and the Education Department. However, there is some doubt in my mind as to the wisdom of this particular closure. Some months ago when the Minister for Education was in Kalgoorlie a meeting was held and the headmaster was advised of the procedure before this road closure could be made law.

Following on that discussion, one or two residents living in that particular area expressed great concern about the closure, and I believe that the debate on the Bill was adjourned yesterday, to enable some inquiries to be made. I feel that the views of these ratepayers may not have been taken into consideration. However, as time has been insufficient to inquire into the matter, I intend to support the Bill. Inquiries will be made over the week-end, and suggestions will be submitted in the Legislative Council.

Mr. Brand: You will need to be quick.

Mr. O'BRIEN: With regard to Clause 10, it is true that the Kalgoorlie Municipal Council wished to have part of this street—which is in my electorate—closed. I have taken the appropriate steps to have the matter investigated thoroughly; and when the results of such investigation are known they will be dealt with in another place.

Clause put and passed.

Clause 11—Closure of portion of Homer-st. and a certain right-of-way at Narrogin:

Mr. KELLY: There are in this clause one or two slight typographical errors. I move an amendment—

Page 6, line 29—Delete the word "Keally" and substitute the word "Kealley."

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

Clause 12—Closure of portions of certain roads in Sorrento.

Mr. KELLY: I move an amendment—
Page 7, line 18—Delete the figures
“10988,” and substitute the figures
“10987.”

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

Title—put and passed.

Bill reported with amendments and the
report adopted.

RENTS AND TENANCIES EMERGENCY PROVISIONS ACT CONTINUANCE BILL.

Second Reading.

Debate resumed from the previous day.

MR. WILD (Dale) [10.42]: This is a continuance measure such as has come before the House each session for a number of years; and it is interesting to look back at some of the earlier debates on the legislation. As hon. members know, this Act followed the Increase of Rent (War Restrictions) Act, which it replaced in about 1951. Admittedly from that year until about 1955 or 1956 there existed many cases of hardship, where people had great difficulty in finding accommodation. Due to the scarcity of accommodation rents were fairly high and, in some cases, too high, thus necessitating the continuation of this legislation. However, over the last two or three years the shortage of accommodation has been largely overcome and we believe that the time has arrived when this wartime legislation should be erased from the statute book.

We expressed that view when the continuance measure was before the House last session. I own no house except that in which I live, but I believe that if anyone can keep premises vacant for any length of time today he must have plenty of money, in view of the vastly increased costs such as land tax, rates and so on, due to the increases in valuations that have taken place in the last 12 months. I do not think anyone can now afford to have premises vacant for long; and a friend of mine told me recently that land tax, rates and so on are now costing him £2 per week.

With the greater building activity which followed the speeding up of the building industry in the past few years, more people now own their own homes and more accommodation is available, with the result that there is not such a great demand for houses today. This measure contains two provisions. Under one of them a man must be given 28 days' notice to quit, instead of the old common law provision of seven days, and under the other a tenant has the right, if he feels he is being charged too much rent, to go to the fair rents

court. The report of that court for this year shows that there were only three applications made to it in the past 12 months, and I think all members will agree that that is a healthy sign.

From the reports laid on the Table of the House we find that in two quarters there were no applications, in one quarter there were two and in the other quarter one only. The work of the magistrate and staff of that court—if there is a staff—must have been virtually nil. However, I suppose there will still be someone occasionally who feels entitled to more than he is getting and I suppose the measure should be continued; but if in 1959 it is found that there has been a further decrease in the number of applications to that court, I think the time will have arrived to remove the legislation from the statute book. I support the second reading.

Question put and passed.

Bill read a second time.

In Committee.

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

Third Reading.

Bill read a third time and transmitted to the Council.

NOXIOUS WEEDS ACT AMENDMENT BILL (No. 3).

Second Reading.

Debate resumed from the 25th November.

MR. NALDER (Katanning) [10.52]: When introducing the Bill the other evening the Minister for Agriculture gave us the reasons for its introduction, and on the surface there appeared to be no reason why we should oppose it. But it is regrettable that the Government should have to step in and legislate for people who commit unneighbourly acts. Possibly if full co-operation was exercised by all concerned there would be no need for this measure. Where different forms of agriculture are being undertaken on adjoining properties, it seems only feasible that there should be co-operation between the owners, and there should not be any need for one to take action against the other, or for the Government to take action to protect one producer against his neighbour.

Mr. Kelly: There should not be, either.

Mr. NALDER: I understood the Minister to say that the Bill had been introduced because, in one instance, a farmer who was endeavouring to kill noxious weeds on his property had engaged an aircraft to spray a field but, because of the prevailing winds,

the spray drifted across to adjoining properties and affected tomatoes. If that sort of thing goes on it is necessary for the Government to take some action to protect producers, because one realises the damage that can be caused when one producer sprays without any consideration for his neighbours. The entire crop of a producer could be wiped out and the whole of his year's activities ruined because of some inconsiderate action on the part of his neighbour. However, it is regrettable that we have to take legislative action in order to protect producers in this way.

I can see some problems that will arise when, as the Minister stated in his second reading speech, certain regulations are gazetted to prohibit or regulate the use of any particular chemical or spray. The Minister did not tell us how it was intended the regulations should operate; and I suggest it might be possible to allow the local authorities to take some responsibility in this matter.

When the regulations are brought into effect I suppose we will find that the departmental officers living in various districts will have to make surveys of their areas, and will have to take into consideration the possibility of the prevailing winds at certain times of the year. I take it that those officers will then have to state what they consider to be the most suitable times for spraying noxious weeds. I do not believe we can prohibit the use of spraying for the control of weeds. That must be done at some period of the year, and, therefore, if a regulation is gazetted which will have the effect of controlling the spraying, and allowing it to be undertaken only at certain periods of the year, it will be necessary to have a departmental officer available to see that that control is carried out.

What will happen if an officer says that for one month of the year no spraying shall be carried out? Will the officer have to write to Perth to get permission for the producer, or the contractor if he is engaged by the farmer to use his aircraft for spraying purposes, to carry out spraying? We will have the old story of red tape, and time lost. Probably the farmer, on the day he decides to spray, will find that his permit has not arrived and so he, or the contractor if he has one, will be held up. I can see all sorts of problems in regard to this matter, and I suggest to the Minister that it might be possible to delegate some power to the local authority, or the officer of the department who is stationed in the area—with the assistance of the weather bureau and its forecasts—to give authority to carry out certain spraying work.

We all know people who act in an unneighbourly way. Even hon. members of Parliament who are not engaged in farming have experienced it, and it is regrettable that this sort of thing happens and that we have to legislate for

it. I hope the Minister will consider the suggestion I have put forward and that next session we do not have to move that the regulations made in this connection be disallowed. I realise that the Government must have some control over a matter of this kind in view of what has happened. As I understand that this Bill has been brought forward because of something that happened at Geraldton, perhaps the hon. member for Geraldton will tell us exactly what occurred. Problems like this could exist in other parts of the State.

Mr. Potter: Could the regulations be promulgated and made to apply only to certain localities?

Mr. NALDER: That might be possible. The hon. member for Darling Range might like to have something to say about this, too, because the Minister said that the spray affected grapevines, and the same sort of thing could happen in the fruit-growing areas where trees could be affected. There again, a year's work, or even work performed over a longer period, could be wiped out with one spraying. Trees take many years to grow and there is no doubt that there is the danger that one spraying could kill them. I would like to hear what other hon. members have to say on this subject, particularly those concerned with primary production including the hon. member for Darling Range and those representing fruitgrowing areas.

MR. SEWELL (Geraldton) [11.11]: I agree with what the Minister has said and, in the main, with the remarks made by the hon. member for Katanning. However, I do not agree with his statement that there will be some danger and that the local authority should be consulted before any spraying is carried out. I understand that Geraldton is the only place where this problem has arisen, but I agree with the hon. member for Katanning that it could arise in other parts, particularly at Middle Swan where there are many vineyards.

I will agree that, due to carelessness, the spraying that has been done from an aeroplane has affected market gardens. We cannot afford to jeopardise the work a man has performed over, say, 12 months. Because of the high rate of advancement that has been made by scientists with hormone sprays and other chemicals, there is a need to have legislation such as this on the statute book. Dangerous spraying could be carried out, not only from an aeroplane, but also by a hand spray. For example, the wind could blow fumes from the spray into a man's farm or garden and they could ruin his crops or fruit trees.

These hormones have been developed to assist cereal growers with the extermination of weeds which cause a great deal of trouble to farmers. However, I think that a farmer would be most careful if he knew

there was any likelihood of his endangering the crop of his next-door neighbour who may be a tomato grower. However, as a result of the spray drifting through wind action, or because of the late take-off of the aeroplane—the same could apply to a boom spray, of course—the person conducting the spraying could unconsciously ruin one paddock or even the whole of a market garden. That has been the position in Geraldton.

There has been no thought of wilfully conducting uncontrolled spraying, but the effect of these chemicals upon tomato plants and upon vines is very severe. If any hon. member could see the effect that these sprays have on a tomato garden they would be in no doubt as to what damage can be caused, because the plant withers and the fruit becomes deformed. Earlier in the year, I introduced a Bill which was designed to meet this problem, but the officers of the Crown Law Department considered that its provisions were not quite satisfactory and that is why this Bill has been introduced by the Minister.

I think the measure will meet the situation, and I agree with the hon. member for Katanning that market gardeners and other producers of primary produce will look with interest upon what might happen to the tomato growers in Geraldton next year. I support the second reading of the Bill.

MR. OWEN (Darling Range) [11.7]: There is no doubt that during the war and post-war years many chemicals were discovered and developed for the control of weeds and insect pests, and the widespread—in some cases the careless—use of them has brought about severe complications. The Minister explained, to some extent, what happened with the tomato gardens in Geraldton and the hon. member for Geraldton has amplified his remarks. However, I can visualise dangers arising in other parts with the use of these weedicides—the hormone and other chemical sprays—even in farming areas, particularly where aeroplanes are used to spread them.

Most of the weed killers are very selective in their action. A farmer could be using, in one paddock, a hormone as a weed killer to control, say, wild turnip while, in another paddock his neighbour could be trying to grow a crop of the same botanical group of brassica, such as rape or early feed, and it could be that he could have his crop affected by the spraying done by the farmer who was trying to control weeds on the other side of the fence.

A Bill may be necessary also, to control the use of insecticides. Of late years there have been developed what are known as the organic phosphate sprays some of which have a deadly effect on the higher forms of life, and with the increased use

of the turbo-mist or the so-called fogging machines which break the chemicals into a fine spray, this could cause them to drift quite a distance with the action of the wind. These sprays could be extremely dangerous to humans and domestic animals and the position should be carefully watched. In my opinion the position in regard to the use of insecticides as well as the weedicides should be studied.

The Minister referred to the use of these sprays and the damage that could be done by them in orchards. I know that damage was done in one orchard by the use of what is known as "D.N.C." which letters stand for dinitro-ortho-cresol. This can be used as a weedkiller, but is also used as a dormant spray on deciduous trees and is applied to the trees before the leaves emerge. It has the action of correcting delayed foliation. It is also used in conjunction with oil sprays as insecticides. If used on the foliage of trees, however, that same spray can have a devastating effect. Due no doubt to carelessness on their part, growers have reported to me that they have been spraying trees in one row of the orchard and the drift of this chemical has affected trees in the next row or nearby rows and, in some instances, the trees have died.

So it can be seen that if such sprays are carelessly used on one side of the fence, there is nothing to prevent the residue or the finer particles of the spray causing damage to trees or plants on the other side. I have seen the effect of drift from aeroplanes. In one instance, in the Roleystone district, an aeroplane was used for broadcasting superphosphate on a particular paddock. Perhaps due to the hilly nature of the ground, or the wind currents that are so frequent in hilly country, though the paddock one side of the river was being top dressed with super, a resident in a house on the other side of the river, possibly half a mile away, was collecting quite a lot of super dust.

One can see, therefore, that the drift from chemical sprays could travel possibly half a mile. Some control, therefore, must be exercised to prevent the careless use of the chemicals. I agree with the hon. member for Katanning that if this Bill to regulate the use of chemical sprays is likely to be invoked in many districts, it might be necessary to have some local control established so that permission will not have to be obtained from Perth or from any other distant place where agricultural inspectors are stationed. To avoid unnecessary delays I think it would be more desirable if this control were also vested in the local authority. However, we in this Chamber, and hon. members in another place, will be very interested to see the nature of the regulations that the Minister—and the Bill—foreshadows; and we will have to watch and see that the interests of the primary producers, and those nearby, are protected.

MR. HALL (Albany) [11.12]: I rise to support the measure, but I take heed of what the hon. member for Katanning has said on this subject. I happen to represent an electorate where quite a lot of fruit-growing takes place and where, in the past, we have been troubled by fruit-fly. Following on some of our fruit-fly destruction processes we find that the Americans are spraying quite freely for fruit-fly, and these methods will probably have to be introduced in later years if the seasons turn out badly, as was the case last year. The note struck by the hon. member for Katanning takes me back to an orchard which was practically destroyed by the use of the wrong chemical spray.

We must be very careful in the use of these sprays in order to ensure that they do not affect primary producers in adjoining areas. Particular caution will be needed in the Upper Kalbar district where there are primary producers with mixed farms—they run both sheep and cattle—and where these sprays could prove to be very deleterious. I think the hon. member for Darling Range hit the nail on the head when he said that the local authorities should be empowered to say whether spraying should take place or not, and whether it should be carried out by aircraft or some other means. They would know the local conditions, and this method would avoid the necessity of wasting time in having to contact the Department of Agriculture. Not only would it avoid delay, but expense. I support the measure, and I hope the Minister will consider giving the local authorities the power to handle the spraying programme.

MR. NORTON (Gascoyne) [11.15]: I wish to say a few words in support of this measure. As hon. members know, chemicals are being rapidly developed, not only to control weeds but also to control insects. Great destruction can be caused if they are not used properly. Aircraft do not constitute the only danger; boom sprays used in closely settled areas like orchards and market gardens can prove very harmful indeed. I am not altogether in favour of local authorities being given control of spraying operations, because I consider that someone with far more knowledge of the subject should be given the power to decide when and how the spraying is to be done. In a case such as this it is necessary for the person to have a comprehensive knowledge of both weedicides and insecticides and how they should be used.

For the most part, local authorities deal with problems of roads and townsites, and such things. In a case like this we want men who thoroughly understand the use and effect of these sprays.

Mr. Nalder: The local authorities are responsible for noxious weeds.

Mr. NORTON: That is different. For instance, a local authority would not know the difference between one weedicide and another; they would not know whether a weedicide would kill orchard grasses or prove harmful to the crop.

Mr. Nalder: They are being trained.

Mr. NORTON: That may be so in the hon. member's electorate, but I venture to suggest that in Geraldton and in Carnarvon they would not have much knowledge of these things. If indiscriminate spraying were commenced in Carnarvon I am sure the local authority there would not know how to act for the best. That is my opinion, and I think it is the opinion of the people in the district. This is something about which considerable knowledge is necessary. Great care must be taken with these sprays, and the regulations should provide accordingly. I have pleasure in supporting the Bill.

MR. BOVELL (Vasse) [11.18]: I do not intend to traverse the ground already covered by previous speakers, but I want to point out that every section of the community is entitled to consideration. Circumstances have arisen—in this case in Geraldton—where tomato crops have been destroyed because of the use of spraying materials for one purpose, and where the wind, or other climatic conditions, has caused damage to some other person's crops.

We must remember that noxious weeds have to be dealt with, and if this measure becomes law—and I do not intend to oppose it—I want to impress on the Minister the need for gazetted regulations which will not completely wipe out the rights of the primary producers who want to deal with noxious weeds. I realise the danger that could be incurred by the indiscriminate use of weedicides and the like, but we must realise, in dealing with one problem, that there is always the danger of creating another. This must be avoided.

I think that the regulations should include definite instructions regarding notification to persons concerned as to the period when spraying operations must cease. I do not know how that is going to be done; on the spur of the moment I cannot evolve a scheme which would ensure that primary producers, or others concerned in a particular area, would be advised of the times of spraying. Whether the conditions are to be advertised in the local or daily papers I do not know. The Minister has not given us any information as to the regulations he proposes to gazette in due course, or the circumstances under which people will be notified of the periods of prohibition on the use of chemicals for the destruction of noxious and other weeds. I hope the Minister will give some thought to implementing a scheme for notifying the people concerned. Each person in the

community has some rights, and one who is troubled with noxious weeds should not be shut out completely because his neighbour is only concerned with some other type of problem. In the framing of the regulations I hope that all sections of the community will be treated fairly. I support the second reading.

THE HON. L. F. KELLY (Minister for Agriculture—Merredin-Yilgarn—in reply) [11.21]: In reply to hon. members who have addressed themselves to this small amending Bill, I agree with the statement of the hon. member for Katanning that there would be no need for this Bill if a neighbourly spirit existed at all times. That is perfectly true, although on this occasion the reason for introducing the measure has nothing to do with neighbourly actions.

The damage referred to was caused by aerial spraying of broad acres. Those broad acres were located close to confined garden areas. That particular country lends itself to spraying from the air. The spray which caused the damage was used on a day when high winds prevailed from the east with the result that the destroying agent fell on to the tomato gardens nearby. Such an instance is not likely to occur in many places. Instances could occur where the boom type of spray and other forms for distributing hormones could cause damage to the property of neighbours, in an area where aerial spraying is possible. If that is the case such instances will have to be examined on their merits, and a regulation to cover such specific conditions will have to be framed.

The hon. member for Katanning also spoke of the need for an officer of the department to be in an area when operations are taking place. Several references made by him had a bearing on that proposal. If we look at Section 49, which covers the making of regulations, we find 19 subsections which can be put into effect at the instance of the Minister. They include almost everything it is possible to include, and nothing is more specific in regard to spraying than is the amendment in the Bill. That section refers to such matters as enforcement; or taking measures or directions for doing such an act; the use of appliances and materials; the manner of mixing materials; the disposal of primary noxious weeds by incineration and other methods; disposal of hay, chaff, fodder, grain and produce of that kind; and the branding and labelling of packages. None of these things are policed by local governing authorities.

There are no instances where these powers are delegated to anyone who does not possess the requisite knowledge and experience of putting into effect regulations which can be restrictive on some people but beneficial to others. All these regulations have been framed as a result of the

experience of officers in the various districts. Many complimentary remarks have been paid by the farmers' organisations and individual farmers to the officers in the outlying districts. The qualities of those officers have been extolled.

Mr. Nalder: I did not mean to criticise officers of the department. I was suggesting that where officers were not situated, perhaps the local authorities could help.

Mr. KELLY: They are situated in most places where spraying is likely to take place to the detriment of neighbouring properties. If some spraying activities were pending where specialised opinion was needed, undoubtedly an officer would be sent to the area. The 19 subsections are so wide that they almost embrace all the words in Webster's. Almost every contingency, barring the one with which we are dealing in the Bill, has been included. However, I shall have the matter examined as to the possible utilisation of the local authorities.

I feel, the same as the hon. member for Gascoyne, that a tremendous amount of harm could occur if the control or use of hormones was placed in the hands of someone who was not competent in these matters. I would like to give an instance concerning myself. Recently my wife requested me to spray the roses and lemon trees. I obtained some advice, but not from the department. I obtained a big quantity of the spray recommended. In my zealously I not only pumped the spray on to the rose bushes and lemon trees, but on to rest of the plants in the garden. The consequence was that one-third of the garden died.

All the matters which have been raised will be analysed. If it is possible to incorporate any of the suggestions I would be happy to have them incorporated. I would assure the hon. member for Vasse that there will be no likelihood of framing a regulation which will create an obstacle to one and at the same time relieve pressure on another. That aspect will be taken into account. In framing regulations a great deal of thought will be given.

As I have intimated, this legislation, because of the ease with which spraying can be undertaken, will most likely be applied in areas where there is a concentration of gardens. I assure hon. members that full thought will be given to this matter before any regulations are brought down.

Question put and passed.

Bill read a second time.

In Committee.

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

Third Reading.

Bill read a third time and transmitted to the Council.

TOWN PLANNING AND DEVELOPMENT ACT AMENDMENT BILL.

Second Reading.

THE HON. A. M. MOIR (Chief Secretary—Boulder) [11.33] in moving the second reading said: This Bill has three main proposals. Firstly, it will extend the interim development powers in the metropolitan region, and thereby prolong the interim development order for a further 12 months until December, 1959.

Secondly, it will amend Part II of the parent Act relating to Town Planning schemes made by the Town Planning Board in respect of Crown land, to make such schemes easier to administer when the Crown land is alienated.

Thirdly, it will amend Part III of the parent Act relating to subdivisional control, particularly as far as leased land is concerned, and at the same time amend the definition of "Lot" at the commencement of the Act. This part was amended at the last parliamentary session but, unfortunately, alterations during its passage through Parliament have resulted in the intended effect being negated, and, as it stands at present, the position is rather worse than before.

As hon. members are aware, the purpose of the metropolitan region interim development order is as a "holding" provision for the proposals in the metropolitan region plan until such time as a statutory regional authority is appointed which can finalise the plan. A number of difficulties which have occurred in this connection are being dealt with and as a result it has not been possible this session to re-submit legislation for a metropolitan region planning authority.

Even if it had been possible to re-introduce these proposals this year it would still have been necessary to extend the date of the interim development order to cover the period until the new authority was able to take over control from the Town Planning Board. The interim development order has been administered satisfactorily by the Town Planning Board and there are no grounds for believing it has caused any major difficulties or hardship which have not been possible to overcome. It is most essential that the order be continued, as otherwise much of the considerable work so far carried out would be lost. The second main proposal in the Bill deals with the subdivision of Crown land. The parent Act provides that before any Crown land is sold, leased or disposed of as town, suburban or village land, the Town Planning Board shall prepare a town planning scheme. The relevant section goes on to say that the Town Planning Board shall be the responsible authority for enforcing the town planning scheme. This may be necessary while the land is still held by the Crown, but as it gradually becomes

alienated it is obviously desirable that the appropriate local authority should take over control of the scheme.

The Bill, therefore, proposes that, after a town planning scheme has been prepared by the Town Planning Board and approved by the Minister, the scheme may be amended at the appropriate time with the agreement of the local authority so that the local authority may take over the responsibility of the scheme, either in whole or in part.

The third main amendment seeks to rectify a situation caused through amendments made last session to the parent Act. Last year the Act was amended with the object of preventing persons avoiding the normal subdivisional control by granting leases of small parcels of land for periods of under 10 years and thereby virtually creating a subdivision without having to comply with normal subdivisional requirements.

During its passage through Parliament this proposal was amended and a proviso added to Section 20 (1) which has virtually negated the intention of the amendment. As it now reads, leases for 99 or 999 years could be granted without approval if the requirements of the proviso were included in the lease. There is also a machinery amendment to Clause 8 of the Second Schedule to bring this into line with a similar clause in the First Schedule.

That is the substance of the Bill. It is very necessary that these powers be continued until such time as a further Bill can be brought down in the light of inquiries which are being made at the present time and deliberations which are taking place. We will then be able to bring down a permanent Bill for discussion. I move—

That the Bill be now read a second time.

On motion by Mr. Wild, debate adjourned.

TRAFFIC ACT AMENDMENT BILL.

In Committee.

Mr. Norton in the Chair; Mr. Cornell in charge of the Bill.

Clause 1—put and passed.

Clause 2—Section 57A amended:

Mr. CORNELL: I move an amendment—

Page 2, line 3—Delete all words after the figure "(1)" to the end of the clause, and substitute the following:—

In this section, "prescribed area" means—

- (a) any parking region constituted and defined pursuant to subsection (2) of section three of the City of Perth Parking Facilities Act, 1956; and

- (b) any area defined for the purposes of this section by the Governor by notice published in the Gazette.

(2) No person shall, within a prescribed area, park a vehicle on land which is not a road, unless he has been authorised to do so by the owner, or person in possession of that land.

Penalty: For a first offence, a fine not exceeding five pounds; for any subsequent offence, a fine not exceeding ten pounds.

(3) (a) Where a person parks a motor vehicle on land contrary to the provisions of subsection (2) of this section, and where the vehicle causes or is likely to cause an obstruction, or danger to traffic, a member of the Police Force, traffic inspector, the owner, or the person in possession of the land, or an employee of the owner, or person in possession of the land, may

(i) direct the driver or person in charge of the vehicle to remove the vehicle from the place where it is parked; and

(ii) where no person appears to be in immediate charge of the vehicle, himself remove the vehicle from the place where it is parked and may move the vehicle either to a place where parking of vehicles is permitted, or the police station nearest to the land.

(b) Where a person in exercise of the power conferred on him by paragraph (a) of this subsection removes and parks a vehicle, he shall forthwith give particulars to a member of the Police Force at the police station nearest to the place where he has parked the vehicle, of his name and address, the registered number of the vehicle, the place where the vehicle was parked, and the time that he removed the vehicle.

(4) A person who disobeys or fails to comply with a direction made pursuant to subsection (3) of this section commits an offence.

Penalty: A fine of ten pounds.

(5) Where a person in exercise of the power conferred by paragraph (a) of subsection (3) of this section incurs costs in removing a vehicle, that person may recover those costs on complaint made in a Court of Petty Sessions.

(6) In any proceedings for a penalty under this section, the Court, in addition to imposing a penalty, may award to a person any costs incurred by that person in the exercise of a power conferred on him by this section.

(7) The provisions of this section do not apply to "parking facilities," or a "parking station" constituted under the provisions of the City of Perth Parking Facilities Act, 1956.

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

Title—put and passed.

Bill reported with an amendment and the report adopted.

LICENSING ACT AMENDMENT BILL.

Council's Amendments.

Schedule of five amendments made by the Council, now considered.

In Committee.

Mr. Sewell in the Chair; Mr. Ross Hutchinson in charge of the Bill.

No. 1.

Clause 2, page 2—Insert a new paragraph to stand as paragraph (a) as follows—

- (a) deleting the words "into the State" in line three of paragraph (a), subsection (1).

No. 2.

Clause 2, page 2—Insert a new paragraph to stand as paragraph (b) as follows—

- (b) deleting the words "out of the State" in lines nine and ten of paragraph (a) of subsection (1).

No. 3.

Clause 2, page 2—Delete all words from and including the word "and" in line 6 down to and including the word "purpose" in line 12.

No. 4.

Clause 2, page 2—In proposed new subsection (3) to add a subparagraph to paragraph (a) to stand as subparagraph (iii) as follows—

- (iii) if considered necessary for the adequate function of this section grant a wayside house license in relation to the room referred to in paragraph (b) of subsection (1) of this section.

No. 5.

New Clause—Add a new clause to stand as clause 3 as follows—

3. The Second Schedule to the principal Act is amended by—

- (a) deleting the words "into the State" in line four of the third paragraph of the form Airport License; and
- (b) deleting the words "out of the State" in lines eight and nine of the third paragraph of the form Airport License.

Mr. ROSS HUTCHINSON: I move—

That the amendments be agreed to.

Mr. NULSEN: I have read the amendments and am prepared to agree to them.

Question put and passed; the Council's amendments agreed to.

Resolution reported, the report adopted and a message accordingly returned to the Council.

LOCAL COURTS ACT AMENDMENT BILL.

Second Reading.

Debate resumed from the 8th October.

THE HON. H. E. GRAHAM (Minister for Transport—East Perth) [11.53]: I have discussed this measure with the Minister for Justice and he has suggested several amendments which appear on the notice paper and which, I understand, are acceptable to the hon. member for Wembley Beaches, who is in charge of the Bill. As the measure has already run the gauntlet in another place I do not think I need do other than indicate that the Government does not oppose the amendments.

Question put and passed.

Bill read a second time.

In Committee.

Mr. Norton in the Chair; Mr. Marshall in charge of the Bill.

Clauses 1 and 2—put and passed.

New Clause:

Mr. MARSHALL: I move—

Page 2—Insert the following to stand as Clause 2—

2. Section sixty-four of the principal Act is amended by substituting for the word, "Act" in line six of subsection (2), the word "section."

Mr. Court: What is the significance of these amendments?

Mr. MARSHALL: The reason for the amendments is the desire to reprint the Local Courts Act and before that can be done it is necessary to effect these two amendments.

Mr. COURT: If the Minister seeks to have these amendments made in order to consolidate the Act, would he first check to see whether the reference to Section 64 in proposed new Clause 2 is correct? I cannot find any Subsection (2) in Section 64.

Mr. MARSHALL: These amendments are desired by the Government because it intends to have the Act reprinted and, instead of having another Bill introduced, it has, with the consent of the hon. member who introduced the Bill in another place, sought to have the amendments made in this measure.

Mr. COURT: Can we check on the reference because I cannot find any Subsection (2) to Section 64 of the principal Act?

Mr. Graham: The hon. member has already explained that there will be a reprint, and this is to make the numbers correspond.

Mr. COURT: But he cannot amend the principal Act in that way.

Mr. Bovell: I cannot understand what is going on and I think we should report progress.

Progress reported.

TRAFFIC ACT AMENDMENT BILL (No. 2).

Second Reading.

Debate resumed from the 6th November.

MR. HEARMAN (Blackwood) [12.5 a.m.]: The Traffic Act is becoming more complicated every time we try to deal with it, particularly now that provisions covering used car dealers have been incorporated in the Act. This Bill sets out to do a number of things, and most of its contents are not really contentious. The first proposal in the Bill is that a licence may be cancelled. I think that is quite reasonable and, in fact, it is rather surprising that we have not had such a provision in the legislation prior to this. It will necessitate a certain amount of additional clerical work on the part of the licensing authorities, be they the police in the metropolitan area or local authorities in the country; but I think that the proposal is a fair one and, in view of the fact that there is now a transfer fee for a licence, it seems that the additional work that may be involved in the cancellation of a licence is not unreasonable taking into account the size of the fee that was agreed to last year.

Section 11, which is a most important one from the licensing viewpoint, has been repealed and re-enacted and I think the provision in the Bill will have the effect of clarifying the section, particularly with respect to that portion of the legislation which deals with the licensing of agricultural tractors, and which last year was amended by means of an amendment to

the Third Schedule. At that stage it appeared to be the only way in which it could be done. Generally speaking, there has been a clarification of the position so far as farm tractors are concerned. Last year, after the legislation had passed both Houses, there was a degree of confusion in the minds of at least some local authorities. I believe that some of the instructions that were issued by the Local Government Department made the matter even more ambiguous.

Generally speaking, the proposals now before the House will have the effect of reducing, if anything, the licence fee that is paid by the owner of a small tractor who uses it, with the aid of a trailer, to cart goods; for the medium and larger type tractors the amendment will have the effect of increasing the licence fee slightly. Under the Bill tractors weighing under two tons will have a licence fee of 5s. and there will be an additional fee of 30s. or so for the licensing of the trailer. This means that the total licence fee will be about £6 10s. instead of £10, as was the case previously.

The medium weight tractors, and above, will carry a licence fee of £10 a year plus a similar fee of 30s. or so for the trailer, according to its weight, which will bring the total licence fee up to about £12 10s. as a general rule. Generally, the smaller type of tractors are used by the small farmers, who use them mostly for carting on the roads, particularly in the fruitgrowing areas where they are used for carting fruit to the packing sheds. There has been an adjustment in the matter of licence fees and I do not think we can complain unduly about the alterations. There will be reductions in some cases and increases in others; but where there are increases they are not particularly substantial. Although obviously those people whose licence fees will be slightly increased will probably complain, I do not see any particular reason to quarrel with the proposals of the Government in this connection, particularly since the double licence fee on diesel fuel vehicles has been dispensed with.

The new Section 11 also provides for ministerial discretion in the matter of licence fees that may be paid in respect of diesel vehicles, and also other vehicles, if there should be a shortage of petrol. I think that is by no means unreasonable. I think the re-enactment of Section 11 can be regarded as satisfactory. The use of yellow plates for the delivery of vehicles from the city to country dealers is a practice that has been followed for as long as I can remember and the provision in the Bill is simply to legalise this practice.

The next provision the Bill seeks to incorporate in the Act is to make it possible for used car dealers to be covered effectively by a bond. This is a matter which we thought we dealt with last year, but

subsequently it was found that we had not succeeded in doing so. The proposals contained in this portion of the Bill are perhaps a little more contentious. The broad principle is accepted by hon. members of all parties in probably both Chambers, but the actual method of implementation leaves some room for discussion. The general idea was that if a bond should be lodged and there was defalcation on the part of a used car dealer, it would be possible for the person who had suffered as a result to institute legal proceedings to recover the money he had lost or obtain some recompense for the damage he had suffered and, if the bond were forfeitable, it would make the legal action worthwhile.

This provision is necessary, unfortunately, because the history of the used car trade shows that we have, from time to time, men of straw engaging in this business and they are unable to meet their commitments, and in all too many cases they leave people lamenting. In some instances these dealers disappear to the Eastern States or elsewhere. The Bill lays down what a dealer must not do if he does not desire to forfeit his bond. Generally speaking, the actions that are listed cover most of those that do occur and cause trouble. The list is fairly comprehensive, but no matter how hard Parliament tries to think of all possible contingencies, there is always some clever person who comes up with something that has not been thought of, and very often he escapes the impact of the legislation.

For that reason the idea of setting these actions out in detail in the Bill is not good. I have placed an amendment on the notice paper for consideration by hon. members in Committee. I think the amendment represents a sound approach to the whole problem of dealing with those acts for the commission of which dealers should be held responsible. My proposal aims at not setting out a list of what dealers cannot do; and that if one can satisfy the Treasurer that any of these acts have been done or not done—as the case may be—one can recover damages from the Treasurer. In my opinion, that is not a very sound provision because it more or less legally places the responsibility on the Treasurer to determine the merits of any case that might be referred to him.

It is true that the Treasurer would not, in practice, attempt to set himself up as a judge on any question that might come before him on the points at issue. For instance, there would be the question of whether a second-hand car had been faithfully and truly described. Such matters are very contentious, because it is difficult to say whether a car is in good mechanical condition. Between one person and another those words might have a totally different meaning. The provision stipulates that if a person feels he has been aggrieved he must apply to the Treasurer. It is a bad business if the Treasurer is to

be asked to set himself up as an arbitrator—to say the least—between the used car dealer and the disgruntled purchaser.

It is desirable that the normal process of common law should be followed and the merits and the facts of the case ascertained in the normal way in a court of law. Incidentally, if my amendment is agreed to, it will widen considerably the number of grounds on which a bond may be forfeited. For example, it could be forfeited for any breach committed, or when any judgment has been obtained in a court against a dealer and the dealer either refuses or is unable to meet it. So it would cover all the clever people who had devised ways and means of avoiding the matters listed in this legislation.

For instance, I think that the proper procedure to be followed by a person who has bought or sold a second-hand car and, for some reason, considers he has not received fair treatment is, first and foremost, to go to the dealer and discuss the matter with him to see if he will adjust the terms. On the occasions I have had to approach used car dealers for the adjustment of terms of any transaction I have always found them amenable to reason, and if it is considered necessary they have altered the terms at no cost to myself. If one cannot make some reasonable arrangement or compromise with the dealer, the normal court procedure should be followed. If a judgment is made against a dealer, obviously he should be asked to meet that judgment in the normal way. If for any reason he refuses to meet it or is unable to meet it, the bond should be revoked.

However, first and foremost, the dealer should be afforded the opportunity to meet any judgment that is secured against him without endangering his bond, because genuine mistakes have been made by some dealers, and when judgments have been made against them at times, I do not think anyone felt that the dealers were behaving in a very reprehensible way. Furthermore, sometimes these judgments can be challenged and the cases taken to a higher court; and there have been instances where, on appeal, judgments have been reversed. It is most necessary that the normal process of law should first be invoked before the question of forfeiture, or otherwise, of the bond becomes a current matter. I know it might be argued that quite a number of these defaulters—and although I say quite a number, there are in actual fact relatively few—do get out of the State, disappear, change their name, or generally go into smoke.

If we are legislating to make it possible for a person who is owed money by these people not to make any attempt to bring them to judgment, but merely to recover his loss by application to the Treasury and, as a result of the bond, get whatever compensation the Treasurer might consider fair and adequate—and, incidentally, it

may not satisfy the person aggrieved—then I think there is going to be a tendency for the people who are losers, as a result of those who have gone into smoke, to say, "We will not worry about chasing him; we will go to the Treasurer and see if we can get hold of the bond."

It seems to me that the Bill, as it stands at the moment, places an obligation on the Treasurer to make a decision as to whether he is going to decide what reasonable and adequate compensation is to be paid out of the bond; or whether he is going to insist on the person endeavouring to find the dealer who has defaulted with a view to bringing him to judgment. Although such discretion is not specifically provided in this legislation, in practice, perhaps, that is the way it might work out. It could be an added incentive to dealers, who are dishonest, to disappear, secure in the knowledge that there is not the same incentive on the part of those people to whom they owe money to bring them to book, as it were, as would be normally the case with a default in any other matter.

I think that is a bad feature of this proposal, because it will simply give an added incentive to a dealer who is covered by a bond to disappear when he gets into difficulties. He may even square his conscience, if he has one, by saying, "It does not matter; the bond covers it, and I am not really defrauding anyone; the only people who will have to pay are the insurance companies, and they have plenty, anyway!" I do not think that we should encourage that type of legislation. Furthermore, I ask myself how much further are we prepared to go along these lines, if we accept this principle of a bond being used to cover default. We have used-car dealers, real estate dealers; and I wonder how far we are going in virtually short-circuiting the normal processes of law.

Will we find that the stock auctioneers are to be covered by it? Heaven knows, there are enough contentious matters that can arise in that direction. If we are not going to allow the normal processes of law to proceed then I think we will land the poor old Treasurer in a tremendous amount of trouble inasmuch as he will have a legal obligation to sort out all these things. In practice he would not have the time to do it, and he would either have to set up a separate department in the Treasury to investigate these things alone or, alternatively, tell the people who applied to secure a judgment from the court and then, if they were not met by the dealer concerned, he would do something about meeting the judgment out of the bond.

Accordingly I think my proposal would, in effect, only put into the Bill the necessary legal authority, and legal provisions, as it were, for what would in actual fact take place. The principle is a bad one, and we should not endeavour to avoid

common law. Once again I think we are skating on very thin ice when we try to lay down and itemise the particular things under which the bond may become defensible. There is a dragnet clause which states that such further conditions can be imposed by the Minister with the concurrence of the Chamber of Automotive Industries. Incidentally that is not entirely acceptable to all those in the trade, as is well known to the Minister. That clause provides some means of plugging the gap after somebody has got away with something, and has not been able to be brought to book.

I think the proposal I have is a much wider, and a much simpler one from the viewpoint of administration. The rest of the Bill is largely administrative. It makes some provision for alterations to the voluntary alcohol tests to which we agreed last year. I do not think there is anything to quibble about there. Nor do I think anyone will object to authority being given to the Commissioner of Main Roads to mark roads and things like that, because he has been doing it for years and, quite frankly, I am not concerned as to which particular department has the authority to carry out that work. In the latter part of the Bill there is a provision which will prohibit the use of a motor vehicle on the road unless the engine of the vehicle has affixed or attached to it a prescribed identification mark; which will require a similar identification mark to be affixed or attached to every engine capable of being used in a vehicle; and which will prohibit the alteration or defacement of a prescribed identification mark on an engine.

The Bill seeks to grant authority to promulgate regulations to achieve that effect. This is something which I think the Government had better have a closer look at, because, in the first place Parliament does not know exactly what it is being asked to agree to. We are merely being asked to give authority for the drawing up of certain regulations. In legislation of this nature, to amend the Traffic Act, nobody is going to question the need for regulations to be promulgated over things that vary so widely from one end of the State to the other; and I refer to axle loading, speed, parking, etc. When we get down to engine numbers on vehicles which are uniform throughout the State, as it were, it is quite unnecessary to deal with the matter by regulation. It should be dealt with by direct legislation so that we know what is being done.

I agree that a situation has arisen in which difficulties have cropped up. The situation is that a certain manufacturer of a very popular car has, for the last year or two, produced what are known as short motors—brand new ones without engine numbers. The position for the number is left blank.

Mr. Lapham: The Police Department stamps them.

Mr. HEARMAN: I doubt whether the department stamps them. How many local authorities stamp them? After all, they are licensing authorities also. How many local authorities in this State have the facilities for stamping engines? Does the Police Department in point of fact stamp them? The hon. member will find that it does not. I am referring to motor cars and utilities.

Mr. Lapham: The Police Department will refer an applicant for registration to an agent for the purpose of stamping the engine.

Mr. HEARMAN: The department may give a number and ask the applicant to stamp it on the engine. A local authority in the country may give the applicant a number and he merely goes away and stamps the figure "1" four times with a cold chisel. Dies are not readily available in country centres.

In my inquiries into this matter I discovered that one used car dealer in Perth had two utilities of the same year, of the same colour, of the same model, both currently licensed but neither having numbers on the engine. I agree that some action has to be taken in this matter. Ever since the introduction of the motor car, the engine number has been accepted as the means of identification.

Mr. Lapham: That might have been the case years ago. Today short motors are easily obtained and they are cheap.

Mr. HEARMAN: It is for that reason the police wish to have some legislation to cover that point. It is not uncommon for car thieves to alter the engine numbers and thereby make identification of the vehicle difficult. I can readily understand the need for legislation to cover this point, but I do not think it should be done by regulation.

There is another point to which I would draw the attention of the House. A very well known manufacturer of motor vehicles has for the past 30 years or more conducted an engine exchange service, whereby the old engine is taken out of a car and replaced by a factory-built engine. It has been the practice to alter the engine number at the factory when the motor is being reconditioned. That is a sound practice. It indicates to anyone in the trade that the engine has been reconditioned. We should not attempt to interfere with that practice, which is quite a proper and reputable one. Yet under these regulations that practice will become illegal.

There does not appear to be any definition of an engine, or when an engine legally becomes an engine. Is a short motor an engine? It is actually part of

an engine and not a complete one. Obviously if this legislation is to be effective it will have to cover short motors.

I suggest that under the proposals put forward, firstly there is need for a definition of "engine" and when it becomes an engine; secondly, we have to come to some arrangement whereby existing trade practices which have been in effect for many years are not interfered with; and, thirdly, we should do something to stop people putting any engine number on a new engine with a view to having the vehicle licensed.

I find that the police, in the case of one type of motor car, do give an engine number when asked. The number is prefixed by the letter P which is intended to show that the police have issued the number. A certain firm numbers all the car chassis assembled in Western Australia also with the prefix P, to show it has been assembled in Perth. This could lead to confusion. It is possible for an engine number and a chassis number to be mixed up. It is possible to have the same number in each case. The chassis number may be taken in one case as the means of identification. I do not know whether that can happen. The whole practice of numbering in this manner is most irregular. When some local authorities in country centres instruct applicants to stamp a number on the engine, the possibilities of duplication become almost endless.

Mr. Lapham: Is there any advantage in having a number stamped on the engine?

Mr. HEARMAN: I do not think there is a definite need for the regulation. The whole matter can be brought into order and included in simple legislation. In regard to one particular motor, the factory, for its own purpose, stamps a number on the engine, but not in the normal position. It has left the normal position blank so that any licensing authority may stamp the registration number on that engine, if it is required to do so by law. That firm stamps a number at a spot near the fuel pump. I see no reason why that number should not be stamped on the normal position. In order to get that number it is necessary to remove the fuel pump.

Mr. Lapham: When an engine in a motor car is changed, do you think the Traffic Office should be notified?

Mr. HEARMAN: I do.

Mr. Lapham: What is the advantage?

Mr. HEARMAN: It will put the licence in order.

Mr. Lapham: Is that the only reason?

Mr. HEARMAN: It will obviate argument as to the identification of the vehicle. If a vehicle is stolen and subsequently a

different number appears on the engine block, argument could arise as to whether that is the stolen vehicle.

Mr. Lapham: That may have been of value years ago when engines were very costly, but nowadays a short motor can be obtained for £60. It is not of very great value.

Mr. HEARMAN: The value of an engine has nothing to do with the identification of the vehicle. If the engine were to cost only £5, that would not make any difference to its identification. The only point is the identification. Obviously the police want something to be done. I suggest that the Minister should consider this matter. The suggestion could be placed before the various people connected with the trade. If this matter is covered by simple legislation everyone will know where he stands.

Anyway, there is no need to deal with this by way of regulation, because the problem is the same all over the State. This is simply giving a blank cheque to certain civil servants to draw up regulations which we will probably not even see for six months or be able to do anything about before that time. I think this is bad legislation as the whole matter should be dealt with in an entirely different manner.

I have been critical of certain aspects of the Bill, but I am hoping to be able to persuade the House to accept some of my amendments in Committee. Although I have been critical in regard to a lot of this measure, I am supporting its second reading.

Mr. Jamieson: Why did you take so long to tell us?

THE HON. H. E. GRAHAM (Minister for Transport—East Perth—in reply) [12.41 a.m.]: I merely rise so I may not be accused of discourtesy. It is true that this Bill contains quite a number of amendments, some important and some of a machinery type or to correct errors; and in the majority of cases bearing no relationship to one another. For that reason, I think it would be far more expeditious and satisfactory for us to join in debate at the Committee stage, rather than now, with every possibility of a repetition when the Bill reaches Committee. If that be the object of the House I will reserve comment until that stage.

Question put and passed.

Bill read a second time.

In Committee.

Mr. Sewell in the Chair; the Hon. H. E. Graham (Minister for Transport) in charge of the Bill.

Clause 1—put and passed.

Clause 2—Section 8 amended:

Mr. GRAHAM: I move an amendment—

Page 2, line 8—Delete the words "to whom the licence is issued," and substitute the words "in whose name the vehicle is licensed."

I do not think this amendment is contentious, and I do not want to explain the difference in the words, except to say a licence is issued to somebody and is renewed thereafter. Therefore, it is intended to delete the words "to whom the licence is issued" and put the clause in more satisfactory terminology.

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

Clause 3—Section 11 amended:

Mr. GRAHAM: I move an amendment—

Page 3, line 11—Add before the word "is" the words "is not a tractor referred to in subsection (6) of this section and."

Several amendments are necessary to this clause, but none of them alters its sense. The Bill seeks to bring the various provisions of licensing under the one heading and Subsection (6) to which reference has been made applies to all tractors and will be found on page 5 of the Bill. Therefore tractors are excluded, because special provision is made.

Amendment put and passed.

Mr. GRAHAM: I move an amendment—

Page 5, line 37—Add after the word "fee" the words "at the rate."

It is necessary to cover periods shorter than the statutory periods of six months or 12 months for the licensing of a vehicle and accordingly a fee will not be paid of a certain amount, but a fee at that rate, if it be a shorter period.

Amendment put and passed.

On motions by Mr. Graham, the following amendments were put and passed:—

Page 5, line 38—After the word "pounds" add the words "per annum."

Page 6, line 8—After the word "fee" add the words "at the rate."

Page 6, line 9—After the word "pounds" add the words "per annum."

Clause, as amended, put and passed.

Clauses 4 and 5—put and passed.

Clause 6—Section 22AC amended:

Mr. HEARMAN: I move an amendment—

Page 9—Delete all the words from the figure "(3b)" in line 35 down to and including the word "and" in line 38 on page 10.

The intention is to substitute other words, the reasons for which I gave a few moments ago. This is the section which

lists the shortcomings under which a dealer may forfeit his bond and it seems to me that there is no obligation to resort to common law at all, and that it is possible that there should be listed other reasons for a bond to be forfeited. In the event of this amendment being successful, I will move to delete further words.

Mr. GRAHAM: I cannot agree with this amendment. First of all, might I read a few lines from a communication dated the 22nd October, addressed to me by the Chamber of Automotive Industries in Western Australia. This communication outlines the various points which, in the view of the Chamber, are statute breaches in respect of which a forfeiture of a bond should apply. The communication reads—

Following your request for the views of this Chamber on the question of the protection that should be given under the bond required in the Used Car Dealers Act, we set out hereunder the points on which agreement has been reached and can be taken as the views of this Chamber.

Then appears a list of half a dozen points which were discussed with the Crown Law Department and which have been embodied in the Bill. The communication concludes—

Representatives of the Used Car Dealers Association were called into consultation by me and the above suggestions were given approval by those representatives of the Used Car Dealers Association.

The letter is signed by Mr. Kendall, the secretary of the Chamber. There is nothing new or novel in the procedure outlined by the Bill. As a matter of fact I have two statutes before me—one the Land Agents Act and the other the Insurance Companies Act—which operate in identical, or almost identical, fashion. Therefore the long talk given us by the hon. member for Blackwood which perhaps made some hon. members feel that there was a new and unreasonable departure, cannot be sustained. The major portions of the Land Agents Act in its present form have received the blessing of this Parliament.

It might be as well if I read some notes from the Parliamentary Draftsman on the submission of the hon. member for Blackwood. These notes read as follows:—

The proposed subsections (3b), (3c) and (3d) appearing on page 9 of the Bill are open to objection on the ground that the Treasurer is given power to determine issues between persons who have entered into some form of contract to sell, purchase or exchange a motor vehicle and to award payment to one of those persons if in the Treasurer's opinion the payment is warranted. This objection is one mainly of theoretical consideration and does not have a great

deal of merit if one considers that it is the Treasurer who will award a sum of money to a person under the provisions of subsection (3d) and that before doing so he will be advised, no doubt, by competent officers in departments who are dealing with used car dealers.

The form of the present amendment was dictated to a large extent by the used car dealers and this is obvious by reference to the memorandum forwarded to the Minister by the Association. The proposed amendment in Committee will restrict the payment of any moneys from a forfeited bond to persons who have obtained judgment against a dealer and the dealer has not paid out the judgment at the expiration of a period of one month. The ultimate payment is also governed by the proposed new paragraph (a) of subsection (3d) so that in case of a general deficiency the payments will be made pro rata. As I have pointed out to you the present provisions in the Bill are not novel and were used in the Insurance Companies Act, 1918 and also in the Land Agents Act. The reasons for this type of provision are that many of the practices which both the dealers and the Treasurer would attempt to discourage would not lend themselves to a person obtaining a judgment requiring the dealer to pay a liquidated sum of damages and therefore entitle the Treasurer to forfeit the bond. For example, a court may order that a contract be rescinded where a dealer is at fault and in this case neither the purchaser nor the Treasurer would appear to have any real sanction to discipline the dealer. The proposed provision is also unwieldy when considered in the light of a fraudulent dealer who receives payment for a vehicle from a purchaser and fails to pay over the sum to the owner. It is not unlikely that such a dealer may leave the State and the person affected would be put to the expense and trouble of issuing process and finally obtaining a judgment against the dealer. Under the present provision a much quicker remedy is open to the person affected.

In practice I assume that the Treasurer in any bona fide disagreement between a dealer and any person would require the person complaining to him to proceed by way of an action to establish that his right is a bona fide one before he would in any way forfeit the bond or pay out moneys recovered from the company.

I do not believe that there is any necessity to read the balance of the document. It will be appreciated that there are good and sound legal requirements for the clause to remain as at present and that there is precedence in other statutes. So

far as I am aware, and I daresay this will apply to all hon. members, objection will not be raised by those required to take out bonds—whether they be land agents or insurance companies. For these reasons I would ask the Committee to object to the amendment moved by the hon. member for Blackwood.

Mr. HEARMAN: The Minister has given the substance of a letter received from the Chamber of Automotive Industries, and I am surprised to find that a provision that they objected to strongly last year is now apparently acceptable to them. I refer to paragraph (c) which is similar to a provision deleted last year because of the difficulty of interpretation. The Minister also mentioned two other statutes which provide for a bond to be held. I realise that such provision is made in those statutes, but that does not mean that the position could not be improved upon; and the existence of a precedent is no good reason for repeating something which may not be thought to be sound in law.

The Minister did not deal with my objection that if a man disappeared there would be nobody other than the person who provided the bond with any incentive to bring him to judgment. If the persons cheated by the dealer who disappears are given an incentive to seek him out, there is a much greater chance that he will be brought to justice.

Mr. Graham: The ordinary processes of law cover that.

Mr. HEARMAN: That is what I want to revert to.

Mr. Graham: But this measure does not repeal the Criminal Code, for instance.

Mr. HEARMAN: No, but under this measure if a dealer disappears owing money, the person to whom it is owed has only to satisfy the Treasurer that he cannot find the dealer and that the money is owing.

Mr. Graham: How often is it possible to recover from a person who flies by night?

Mr. HEARMAN: But he should still be brought to book. I think the Treasurer would be reluctant to say to the person concerned, "Parliament did not require you to bring this man to book, but I am going to." I believe my amendment would mean that more defaulters would be brought to book. I think people who do these things should be brought to judgment, and punished if necessary.

Mr. GRAHAM: My only comment is that all the rights and entitlements to proceed against a person and punish him will remain, under this measure. The provision seeks to compensate the person, who has been taken for a financial ride, for his loss.

Mr. Hearman: My provision would do that.

Mr. GRAHAM: It would do other things, also. No matter how obvious the case might be, he would have to go through all the processes of law as a pre-requisite to a recovery of the money owing.

Mr. HEARMAN: Is that not normally the case in law?

Mr. GRAHAM: We have the two examples that I gave, and this follows the same pattern.

Mr. HEARMAN: But they could recover in the normal way.

Mr. GRAHAM: The normal processes are not interfered with. I hope I have made my point and that the Committee will agree with my viewpoint and reject the amendment.

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

Ayes—12

Mr. Bovell	Mr. Nalder
Mr. Brand	Mr. Owen
Mr. Cornell	Mr. Roberts
Mr. Court	Mr. Watts
Mr. Hearman	Mr. Wild
Mr. Hutchinson	Mr. I. Manning

(Teller.)

Noes—20

Mr. Bickerton	Mr. Lawrence
Mr. Brady	Mr. Marshall
Mr. Evans	Mr. Moir
Mr. Gaffy	Mr. Nuisen
Mr. Graham	Mr. O'Brien
Mr. W. Hegney	Mr. Potter
Mr. Jamieson	Mr. Rhatigan
Mr. Johnson	Mr. Rowberry
Mr. Kelly	Mr. Toms
Mr. Lapham	Mr. May

(Teller.)

Pairs.

Ayes.	Noes.
Mr. Perkins	Mr. Sleeman
Mr. Thorn	Mr. Hawke
Mr. Oldfield	Mr. Heal
Mr. Grayden	Mr. Tonkin
Sir Ross McLarty	Mr. Andrew
Mr. Crommellin	Mr. Hall
Mr. Mann	Mr. Norton

Majority against—8.

Amendment thus negatived.

Mr. GRAHAM: I move an amendment—

Delete paragraph (e) on pages 10 and 11.

As the Bill stands it provides for certain defaults in connection with which the bond is forfeitable; and it goes on to say that the Minister, in consultation with certain other parties, may lay down further conditions to which the bond may be subjected. It was unfortunate that the used car dealers' organisation was missed from the list, but upon reflection it is felt that it is far better for the Bill to be specific, and for Parliament to decide the grounds on which a bond becomes forfeitable. If experience shows that something

additional is required later on it can be added by Parliament rather than that a blank cheque should be given to the Minister on the one hand and the insurance concerns and dealers on the other.

Mr. HEARMAN: I support the amendment, but I draw hon. members' attention to the fact that there will be no dragnet clause in the legislation. How the Minister will get the concurrence of the various people concerned is a matter very much open to question.

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

Clause 7—Section 32A amended:

Mr. GRAHAM: I move an amendment—

Page 13, line 14—Delete the word "five" and substitute the word "four."

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

Clause 8—Section 47 amended:

Mr. HEARMAN: I move an amendment—

Page 14—Delete all the words from and including the word "Prohibit" in line 4 down to and including the word "engine" in line 14.

This is the section which gives authority for regulations to be promulgated prohibiting the use of a motor vehicle on a road unless the engine has a number affixed thereto. It also deals with the alteration of engine numbers, being in possession of engines that are capable of being put into motor vehicles, and so on. I do not think these matters should be dealt with by regulation but by Parliament. The matters covered by this section do not vary from one end of the State to the other; and more thought should have been given to this matter by the Government before asking for the authority requested. It is evident that some sound and acceptable practices will be interfered with and there will be further difficulties in finding out what is and what is not considered to be an engine.

Mr. GRAHAM: I have listened attentively to the hon. member and I am at a loss to understand his concern in respect to this provision. It is the invariable practice, although there may be odd exceptions, of manufacturers of motor vehicles to have a serial number stamped upon their vehicles; and there is collaboration between the licensing authorities in the various parts of the Commonwealth and those manufacturers. The hon. member for Blackwood acknowledges that it is highly desirable that there should be distinguishing marks in order to identify vehicles, particularly engines. We must realise of course, that there are movable parts, if I may put it that way. The

Police Department refuses to license a vehicle unless the engine has a number on it.

Mr. Hearman: Nevertheless there are vehicles that are like that.

Mr. GRAHAM: I have had that statement checked and there is some apprehension in connection with it. There is provision on the licensing form for the number to be shown. The hon. member for Blackwood will probably say that he has seen a licensing form without a number on it, but that, of course, would be a renewal form and not the original certificate. To a large extent, this is giving legislative approval to a procedure that is necessary and which has been followed and accepted by local motorcar manufacturers. Who it can embarrass, I do not know. There is nothing to stop the firms who recondition engines from putting another set of numbers on the engine.

Mr. Hearman: It is an offence to alter the number.

Mr. GRAHAM: As long as the original number is not defaced, I think that would be all right.

Mr. Hearman: But you alter the number if you replace it with something else, or add to it.

Mr. GRAHAM: If the number, for example, is 12345 and the firm reconditioning the engine adds the number 6789, I cannot see that there would be anything wrong with that.

Mr. Hearman: That would still be altering the original number.

Mr. GRAHAM: But it would still be an easy matter to trace the engine if the original numbers had not been altered. However, if a cold chisel or something of that nature were used to erase completely the numbers provided, the whole purpose of the provision would be destroyed. There are in the Act about 40 different headings under which regulations can be made, but the regulations cannot exceed the terms of the statute. These are merely machinery matters and it is, at present, impossible to embrace everything in the Bill. Therefore, it is ridiculous to suggest that this is opening the gate for regulations to be made willy-nilly.

Mr. Hearman: Why don't you tell Parliament what you are going to do?

Mr. GRAHAM: The Bill clearly sets out what is to be done and the regulations are to implement that.

Mr. Hearman: Why cannot you tell us what you have in mind straightaway?

Mr. GRAHAM: The hon. member is being naive in making an interjection of that nature, because he knows perfectly

well that if everything were set out in a Bill it would probably finish up being inches thick, instead of the principles being laid down in the measure and regulations drafted to enable them to be carried out. I would like to know who has raised the objection to this provision; or is it something thought up by the hon. member for Blackwood?

Mr. Hearman: I have discussed it with people who are concerned about it.

Mr. GRAHAM: I wonder if I could satisfy the hon. member for Blackwood if I gave him the assurance that a regulation will not be framed under this provision, if it becomes law, until Parliament next meets so that there will not then be a period with some offensive machinery being in operation without Parliament first dealing with it. I make that offer in an endeavour to make some headway if the hon. member really considers there is something sinister associated with this proposal.

Mr. HEARMAN: I have not said that there is anything sinister about this provision. I have merely said I do not think it should be a matter to be dealt with by regulation. By the wording of this provision, I do not think that sufficient thought has been given by the Government to it and I do not think it is necessary that a regulation should be framed, because Parliament should know what is to be done about engine numbers. It is something that is uniform throughout the State so if it can be dealt with by regulation it can be dealt with by legislation. I want to know exactly what the Government intends to do. However, I am prepared to go half-way and accept the Minister's undertaking that he will not bring down a regulation concerning engine numbers until Parliament next meets.

Amendment put and negatived.

Mr. GRAHAM: I move an amendment—
Page 14, line 25—Add after the subsection designation, "(1)," the following passage—

; and

- (d) by adding after the passage, "road;" in line four of subparagraph (g) of paragraph (vii) of subsection (1), the passage, "or the gross weight supported by any axle, wheel, or tyre, on the vehicle;"

This is an error of drafting, and is to give full effect to the overloading of vehicles; it also ties in with the new clause which I shall move presently.

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

Clauses 9 and 10—put and passed.

New clause:

Mr. GRAHAM: I move—

Page 13, line 25—Insert the following clause to stand as clause 7A:—

7A. Section forty-three of the principal Act is amended—

- (a) by adding after the word, "vehicle" in line six of subsection (1), the passage, "or the gross weight supported by any axle, wheel, or tyre, on the vehicle";
- (b) by adding after the word, "load" in line three and again in line six of subsection (2), the passage, "or gross weight supported by any axle, wheel, or tyre"; and
- (c) by adding after the word, "or" in line nine of subparagraph (i) of paragraph (a) of subsection (3), the passage, "if the weight supported by any axle, wheel, or tyre exceeds the weight prescribed by the regulations; or."

Mr. HEARMAN: I think I know what is behind the Minister's desire to insert this clause, but I feel he should tell the Committee what his reasons are, and whether it is anticipated there will be any change in accepted practice in relation to axle loading in this State.

Mr. GRAHAM: At the moment the Act makes reference to the load of the vehicle, whereas the matter of concern to the road authorities is the load on each axle. This matter of axle loading is principally the concern of the Main Roads Department, but local authorities which have traffic departments are also responsible for policing it. It is not intended to tighten up the present formula which applies and, incidentally, there is some latitude allowed over and above what is described at the present time.

New clause put and passed.

Title—put and passed.

Bill reported with amendments and the report adopted.

ADJOURNMENT—SPECIAL.

THE HON. H. E. GRAHAM (Minister for Transport—East Perth): I move—

That the House at its rising adjourn till 2.15 p.m. today, Friday, the 28th November, 1958.

Mr. SPEAKER: I thought you were going to say 1959!

Question put and passed.

House adjourned at 1.35 a.m. (Friday).

Legislative Council

Friday, the 28th November, 1958.

CONTENTS

	Page
BILLS :	
Unfair Trading and Profit Control Act Amendment, 2r.	2471
Long Service Leave, Assembly's further message	2473
Government Railways Act, Amendment.... (No. 2), returned	2473
Cancer Council of Western Australia, Assembly's message	2473
Rents and Tenancies Emergency Provisions Act Continuance, 1r., 2r.	2473
Noxious Weeds Act Amendment (No. 3), 1r., 2r.	2474
Licensing Act Amendment, Assembly's message	2475
Road Closure—	
1r., 2r.	2475
Com. Report	2476
3r., passed	2477
Traffic Act Amendment, Assembly's amendments	2477
Traffic Act Amendment (No. 2), 1r., 2r.	2477
Industrial Arbitration Act Amendment (No. 3)—	
2r.	2479
To inquire by Select Committee	2491
Select Committee appointed	2495
Mine Workers' Relief Act Amendment, 1r.	2495
City of Perth Scheme for Superannuation (Amendments Authorisation), 1r.	2495
Licensing (Police Force Canteen), Assembly's message	2495
Local Courts Act Amendment, returned	2496
Hire-purchase, 1r.	2496
Industrial Development (Resumption of Land) Act Amendment—	
Com.	2496
Report, 3r.	2497

The PRESIDENT took the Chair at 2.15 p.m., and read prayers.

UNFAIR TRADING AND PROFIT CONTROL ACT AMENDMENT BILL.

Second Reading.

THE HON. F. J. S. WISE (Minister for Industrial Development—North [2.20] in moving the second reading said: This Bill, which is to amend the Unfair Trading and Profit Control Act, 1956-57, is a comparatively short measure designed to amend the parent Act in only one or two particulars, and to deal, in the main, with what are known as collusive tendering practices. Approximately 60 countries in the world have legislation of a nature similar to ours. For instance, Great