

should not be exposed to any risk of loss. A copy of those valuable papers will be sufficient, provided that any member shall have the right to inspect the original if he so desires.

The MINISTER FOR WORKS: I move—

That all papers presented to the select committee be laid upon the Table of the House, in the form of copies where considered desirable.

Question passed.

House adjourned at 4.55 p.m.

Legislative Assembly,

Wednesday, 10th November, 1915.

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

PAPERS PRESENTED.

By the Speaker: Copies of files and papers called for by the Wyndham Freezing Works select committee.

By the Premier: 1, State trading concerns, progress of audit of accounts for year ended 30th June, 1915 (asked for by Hon. Frank Wilson). 2, Returns of receipts and expenditure under Government Railways Act for quarter ended 30th September, 1915, of (a) railways, (b) Perth tramways. 3, Return of salaries and other expenditure in connec-

tion with Perth Public Library, Museum, and Art Gallery (ordered on motion by Mr. Taylor). 4, Government Savings Bank, balance sheet and report for the year ended 30th June, 1915.

By the Minister for Lands: Regulations under the Stock Diseases Act.

By the Minister for Works: 1, By-laws of (a) Fremantle and (b) Geraldton municipal councils, and (c) Albany and (b) Perth roads boards. 2, Regulation under the Health Act (Form of annual statement of accounts). 3, Plans supplied by Nevanas & Co. for Wyndham Freezing Works (original and amended).

QUESTION—STATE FISH SUPPLY.

Mr. VERYARD asked the Premier: 1, Has he noticed the report of an interview with the Colonial Secretary, as published in the *West Australian* of 30th October last, wherein the Minister stated that, in compliance with the unanimous wish of the metropolitan members, he would close down the State's city fish-stalls as from 1st December next? 2, If so, is the attitude adopted by the Colonial Secretary with reference to the fish-stalls to be the policy of the Government when members strenuously oppose other of the State's losing enterprises? 3, Is it a fact that the State's fish enterprise has resulted in a loss of between £600 and £700 during the last four months; if not, what was the loss? 4, What was the loss for the month of October? 5, What weight of fish has been condemned as unfit for consumption during the past four months? 6, What was the cause of the fish being condemned? 7, Is the loss in the fish enterprise financially the prime reason for the closing down of the city fish-stalls?

The PREMIER replied: 1, Yes. 2, No; some trading enterprises have to be considered from the standpoint of the State generally, others have to be considered merely from the parochial aspect. In both cases the Government will be prepared to abide by the respective decisions of those who have a right to be heard on such questions as may arise. 3,

There has been a loss on the State fish supply during the last four months, owing to incessant stormy weather impeding operations until a recent date. It is impossible to say with exactness the loss for that period, or for the month of October. Inventories of stock and stores are not taken monthly, and without such the necessary adjustments cannot be made and a correct profit and loss statement prepared. 4, Answered by No. 3. 5, The only fish, the property of the State fish supply, condemned as being unfit for human consumption during the last four months was about 70lbs. condemned by the health authorities at Kalgoorlie in July last. 6, The fish condemned formed portion of a consignment forwarded on 5th July for sale on the 6th. About 70lbs. remained unsold on that date, and as on the 7th the salesman did not consider it looked up to the mark, he called in the health authorities, with the result mentioned. 7, No.

QUESTION—TRAMWAYS, OSBORNE PARK SECTION.

Mr. VERYARD asked the Minister for Railways: Will he cause the Osborne Park tram track, which is in a dangerous condition in many places, to be repaired at an early date?

The MINISTER FOR RAILWAYS replied: The tramway track generally is in a better state of repair than that portion of roadway maintained by the roads board. Several minor repairs to the tramway track are required, and these are being carried out.

FILES AND PAPERS, WYNDHAM FREEZING WORKS.

Mr. SPEAKER: I desire to announce that in compliance with the order of the House made on Wednesday last, copies of the papers called for by the select committee on the Wyndham Freezing Works have been laid on the Table of the House.

MOTION—WYNDHAM FREEZING WORKS CONTRACT.

Want of Confidence.

Debate resumed from the 3rd November on the motion by Mr. George: "That this House views with grave concern the action of the Government in entering into a private arrangement with Nevanas & Co. for the erection of freezing works at Wyndham and a private arrangement to hand over to Nevanas & Co. the management thereof for a term of years, and is of opinion that the evidence discloses throughout the negotiations, contract, and subsequent cancellation, a state of affairs which is subversive of the principles of sound government."

The MINISTER FOR WORKS (Hon. W. C. Angwin—North-East Fremantle) [3.10]: I have read carefully the remarks made by the member for Murray-Wellington (Mr. George) in submitting his motion; and on comparing his remarks with the terms of the motion, I observe that throughout his speech there is not one word condemnatory of the Government in accordance with the motion. The motion, in the first place, condemns the Government for entering into a private arrangement. I challenge any hon. member, however, to look carefully through *Hansard* and to find even one word condemnatory of the Government uttered by the member for Murray-Wellington for entering into a private arrangement. "On the other hand, there is to be found in the speech of the member for Murray-Wellington quite sufficient that is condemnatory of the Government for cancelling the private arrangement in question; not for entering into a private arrangement, as the motion phrases it. Again, we find that the member for Murray-Wellington wishes this House to condemn the Government for action subversive of the principles of sound government inasmuch as a private arrangement had been entered into to hand over the management of the Wyndham Freezing Works to Mr. Nevanas. But the evidence taken by the select committee, of which the member for Murray-Wellington was chairman, proves conclusively that

there is no justification for, and no truth in, the statement that such a private arrangement had been entered into. It is clear, therefore, that so far as the terms of the motion are concerned there is scarcely anything for members on this side of the House even to reply to. I wish to point out to hon. members, however, as far as lies in my power, that the words of the member for Murray-Wellington were such as complimented the Government on the action which they took in regard to the freezing works. His words, instead of being condemnatory, were laudatory of the Government for the action taken by them in this matter. They show that, at least in the opinion of the member for Murray-Wellington, the Government did consider the best interests of the State. The hon. member states—

No one who peruses the evidence could fail to be struck with the fact that the main features throughout these transactions have been hurry-scurry. Mr. Nevanas appeared on the scene, and, following through the file, it would be found that Ministers, in their anxiety to carry out what they considered would be a good thing for the State—

I wish hon. members to bear those words in mind.

Ministers, in their anxiety to carry out what they considered would be a good thing for the State—

It is worth repeating.

tried to push the negotiations through as quickly as possible.

These are the words of the member for Murray-Wellington, proving conclusively, to my mind, that after several weeks of investigation of this Wyndham contract, after the utmost possible had been done to try and find something that did not exist, the hon. member came to the conclusion—and it is the only conclusion which he arrived at—that the Government were endeavouring to do what they considered a good thing for the State. The member for Murray-Wellington goes on to say—

While I am not going to find fault with them over their desire to get the

matter through without unnecessary delay—

Certainly no member of this Chamber would find fault with any Government for trying to do their best in the interests of the State; and so the member for Murray-Wellington failed in almost the opening of his remarks to convince the House that something had been done by the Government against the best interests of the State. Words of this description, I maintain, come with greater force and greater weight from the hon. member who was chairman of the select committee, than they would carry if coming from any member on this side of the House. The member for Murray-Wellington said—

While I am not going to find fault with them over their desire to get the matter through without unnecessary delay, I intend to direct the attention of the House to the dealings which have taken place with the various officers of the departments. Those officers are professional men, whose lives have been devoted to one particular branch of study. It cannot be claimed that the practice of their profession has given them the commercial experience which is gathered in ordinary business.

The hon. member has taken the line of action that the Ministry did when they went outside to get plans prepared. It was realised that the officers of the department had not had any experience in connection with the preparation of plans for works of this description and that they did not have any knowledge of the working of a freezing or canning establishment. It was, therefore, considered unwise that the Government should incur heavy expenditure without consulting some authority outside. Hon. members will admit that that action was absolutely essential in connection with a matter such as this, and on this point the member for Murray-Wellington is in accord with the Government. He realises that the Government were considering the best interests of the State and his remarks are not condemnatory of the action of the Government. If anything they are con-

demnatory of the officers of the department. Having gone very carefully through the evidence which was taken by the select committee, I cannot see that there is anything in it which is even condemnatory of the action of the officers of the State. The one object of the select committee was to ascertain whether the Government had done anything wrong, and whether the Government had gone out of their way to assist one particular individual, but all that the hon. member was able to do was to come to the conclusion that the action of the Government was in the best interests of the State. Therefore, the motion which he has moved should be given the treatment it deserves.

Hon. J. Mitchell: Was Nevanas paid?

The MINISTER FOR WORKS: No, but I will deal with that directly. The member for Murray-Wellington in his speech to the House went on to say that we "hurry-scurried from start to finish and that even after the proceedings had reached the stage where it became necessary to bring about the cancellation, in dealing with the cancellation alone the same hurry-scurry was carried through and grave mistakes were made in consequence." If the hon. member had gone further into the evidence he would have found that questions were asked in regard to the supposed hurry and the only replies which were given by the officers were to the effect that they were asked to report as soon as possible. Is that a limitation of time? Hon. members will agree with me that "as soon as possible" means that they were asked to report in accordance with their views on the proposition which was placed before them. There was no time limit. The hon. member has overlooked the fact that for some weeks, I think nearly two months, prior to the appointment of a board to investigate the cost of some of these works, prices had already been submitted by the Government officers in regard to some of the works to be carried out.

Mr. George: Which were they?

The MINISTER FOR WORKS: The water supply and jetty.

Mr. Heitmann: Nevanas himself did not know anything about water supply.

The MINISTER FOR WORKS: There was an estimate long before Nevanas's tender was submitted. There was an estimate from Nevanas as to what the water supply would cost, and there was an estimate in regard to the cost of the jetty.

Mr. Willmott: And the man cleared out as soon as he saw the place.

The MINISTER FOR WORKS: Not that man. The officers of the department, who have had a good deal to do in connection with the erection of jetties and water supplies, definitely stated that it was almost impossible for the work to be carried out at the price which was mentioned by Nevanas.

Mr. George: That was on the 15th March.

The MINISTER FOR WORKS: Do not make any mistake about that. I discussed this matter with Mr. Tindale before the 15th March.

Mr. George: You had not Nevanas's figures.

The MINISTER FOR WORKS: As far as the water supply was concerned, we had.

Mr. George: They are not on the file; you have not given us all the papers.

The MINISTER FOR WORKS: There are no other papers. If I mistake not the estimate for the water supply was prepared in February of this year. I think I would be justified in saying that it is well known that hon. members opposite when in office caused an investigation to be made in regard to freezing works and also in regard to water supply and other matters necessary for the construction of freezing works at Wyndham. All this was known to the officers of the department before Nevanas came in at all. I am merely stating this to show that although the time was short during which the committee reported on the plans and specifications, a good deal of the knowledge was already in the possession of the department prior to the plans being placed before them.

Hon. Frank Wilson: Why did you want Nevanas at all if you had all the information?

The MINISTER FOR WORKS: I will tell the hon. member directly. There was no hurry-scurry so far as the Government were concerned, and as the hon. member tried to make out. The hon. member also referred to the hurry-scurry in connection with the cancellation of the contract. I want to say definitely, clearly and distinctly that there was no limit or time mentioned in any way whatever in regard to the report which brought about the cancellation of the contract. Hon. members may believe me or not. There was no time mentioned and the only instructions issued were that the officers should go through the invoices, examine them carefully and submit a report to the Government.

Mr. George: Take Mr. Beasley's letter.

The MINISTER FOR WORKS: There is no letter in regard to the cancellation. We had to take into consideration first of all in dealing with a question of this kind, the position which Mr. Nevanas occupied. I will give the hon. member credit for having stated in his speech that he was satisfied the Government made inquiries and convinced themselves that Mr. Nevanas was a person who was qualified to carry out this work. I need only refer hon. members to the file from which it will be seen that information was sought from London through the Agent General. The replies that were received were highly satisfactory so far as Mr. Nevanas was concerned. Inquiries were also made from New South Wales in regard to the advice Mr. Nevanas tendered to the New South Wales Government. The replies again bore out the fact that Mr. Nevanas was a man who was qualified to carry out works such as the Western Australian Government had in view. I would also like to refer to the testimony given by a man who was entirely independent so far as the Government are concerned, and who I do not think is a Government supporter; I refer to Mr. Nicholson. I might find it necessary to refer to several questions and answers appearing in the select committee's report, and I might here remark that if I took the report and read it from beginning to end I would

not be able to find anything in it condemnatory of the action of the Government.

Mr. George: Then you cannot grumble about the select committee.

The MINISTER FOR WORKS: I want to refer to a question which was asked by the chairman of Mr. Nicholson.

It has been said that Mr. Nevanas was an adventurer and had not a five pound note to his name. Have you any views on that?

Mr. Nicholson's answer was—

I think it is a gross slander. Mr. Nevanas is a man who has been associated and connected with a well-established business. He is governing director of the company and is well connected at Home. He is a man of repute and I believe him also to be a man of thorough probity and honour. Mr. Heitmann: I say he is an absolute bounder.

The MINISTER FOR WORKS: The hon. member has never met him.

Mr. Heitmann: I take his actions, and my view is as good as Mr. Nicholson's.

The MINISTER FOR WORKS: That is the opinion of a gentleman who had business dealings with Mr. Nevanas, and that opinion is borne out by the information which was supplied to the Government by our Agent General and well-known bankers in London. That being the case, we can come to the conclusion that the Government took all the necessary steps to ascertain whether Mr. Nevanas was qualified to carry on these works.

Mr. Heitmann: That is, financially?

The MINISTER FOR WORKS: Yes. It is shown clearly from the evidence which was placed before us that with every justification we could place confidence in Mr. Nevanas and that he was a suitable man to carry on works of this description. The Government having found out that Mr. Nevanas was an honourable man and a man of repute, it was necessary to ascertain whether he was capable of advising in connection with the erection of works such as it was proposed to erect at Wyndham. It is well

known that Nevanas & Co. in London are large dealers in the meat trade. That cannot be disputed. They have one of the largest businesses in the Smithfield market. They found that they were being crushed out by the American meat trust, and that it was necessary for them to reach out for the purpose of retaining their position in the meat trade. That being so, Nevanas came to this State for the purpose, not to enter into an agreement with the Government to manage works, but to take into consideration the advisableness of erecting such works at Wyndham for his own company. It was necessary for their own business that Nevanas & Co. should protect themselves against the meat ring which is encroaching on all parts of the world. I will ask hon. members to refer to the evidence given by Mr. Dunkerley, in which the member for Murray-Wellington puts a great deal of reliance. It appears on page 9. Mr. Willmott questioned Mr. Dunkerley in regard to Nevanas' qualifications to advise the Government. The question was—

Do you think Nevanas was a fit and proper person to report on the advisability, or otherwise, of establishing and erecting meat works at Wyndham?

A very clear question, and one which Mr. Willmott was perfectly justified in asking; because they had in the witness a man who was not an engineer, who knew very little more about engineering than Nevanas himself, but who had been in charge of various engineering works as foreman and as contractor, and who, it is said, prepared the plans in regard to the Wyndham works. The answer was—

Yes, I think he was a proper person.

The answer testifies to the honesty of Mr. Dunkerley, because at that time he was under the impression that Mr. Nevanas had taken him down.

Mr. Willmott: And he was not far out.

The MINISTER FOR WORKS: The next question, also by Mr. Willmott, was—

How, why?

And the answer is—

Well, he is in touch with, and has a general knowledge of the export trade.

Mr. Willmott then asked—

He might advise as to ports to be shipped to?

And Mr. Dunkerley's answer was—

Yes, he would be first-class for that. Now, the hon. member, in his speech the other night, said—

I am satisfied that, had it been possible, from the inception of this matter, to obtain some well-trained and well-to-be-relied-upon commercial man to have gone through the negotiations and put them on a business footing, with the final decision resting with the Government, we should not have had the unhappy state of affairs we have to-day.

Yet, on the same page of the committee's report, we find the chairman of the committee, the member for Murray-Wellington (Mr. George), who was of opinion that if we had had a well-qualified commercial man to deal with this matter all would have been well—we find that hon. member asking this question of Mr. Dunkerley—

Would he be able to do more than this, to say that if you produce so much frozen meat of such a quality, it could be disposed of in this market or that?—(Answer) Yes.

And the hon. member follows that up with this question—

Would he be capable of going up to a place like Wyndham and deciding whether Wyndham was a place where you could obtain meat in the quantity and quality required to sell it?

And the answer to that pertinent question was this—

Yes, he would be a suitable person for that. Now, I myself would be no good at the other end; absolutely no good against him at that line. I am not a salesman and I do not pretend to be a salesman.

Now we come to the next question. Here is what the same hon. member asked Mr. Dunkerley—

He was purely and simply the commercial man who, if he was asked a question as to the disposing of a certain quantity of meat, could tell you the conditions that you would need, and that he could or could not dispose of the meat?—(Answer) Yes.

The hon. member, as I have said, contended that all would have been well if there had been a commercial man to advise us. Yet the evidence elicited in answer to the hon. member's own questions shows that the Government did have a commercial man to advise them in connection with the establishment of the freezing works.

Mr. George: Then you turned him into a contractor.

The MINISTER FOR WORKS: I will deal with that directly. On the evidence before the committee the hon. member ought to be satisfied that the Government did have a commercial man to advise them. Now let me turn to question 224, asked by Mr. Munsie, as follows:—

Further to the question put by Mr. Willmott, do you contend that Mr. Nevanas, with his knowledge, accompanied by an expert, say by yourself, in the erection of works, would be a suitable person to advise the Government in regard to the erection of freezing works at Wyndham?

And the significant reply was—

Most decidedly.

Yet the Government are twitted with having failed to get an outside commercial man, a man with the knowledge necessary to advise the Government. Here we have the principal witness bearing out the contention that the Government sought, in the first place, to be advised by a man of financial repute in the old world, a man spoken well of by all those who know him in Western Australia; and that witness a man who has been in charge of freezing works, and carried out works in various parts of Australia. He said that Mr. Nevanas was most decidedly a man fit and proper to advise the Government. I come now to a question put to Mr. Cairns, a gentle-

man in whom the hon. member has every confidence. In question 723 Mr. Taylor asked Mr. Cairns—

Is there anyone in the Government service of Western Australia capable of giving an estimate and making up plans for a structure of this kind?

And the answer was—

Yes, the skilled staff of the Government could give an estimate and collect data for plans as well here as elsewhere.

The next question and answer were as follow:—

You did not think it necessary to call in an outside person to do that?—

(Answer) No, not for that alone. Mr. Nevanas's connection with the meat business gave him a distinct advantage in this matter.

Surely it was the duty of the Government to obtain the opinion of one who had a distinct advantage over the officers in the State service, seeing that we desired to have the most up-to-date works in the Commonwealth, and having regard to the possibility of our being forced to compete with the American Meat Trust, who to-day are trying to cripple the meat markets of the world. What sort of condemnation would be hurled at the Government who did not try their utmost to get advice from a man who had "a distinct advantage in this matter," in other words, more knowledge than others had? The Government availed themselves of that knowledge. In the next question Mr. Taylor asked Mr. Cairns this—

They could report to the Government and give an estimate?

And the answer was—

They could do that.

Mr. Taylor's next question was—

Then, would it be necessary to call in any outside person?

And Mr. Cairns answered—

It would be a very prudent thing to do, as it would strengthen the local opinion.

I maintain that these questions and answers which I have quoted prove conclusively that Mr. Nevanas was capable of

advising the Government as to the construction of the freezing works.

Mr. Robinson: Why did not you keep him as adviser? He became a contractor.

The MINISTER FOR WORKS: I will deal with that point presently. Having proved by the evidence that Mr. Nevanas's financial position was all right, as far as the Government were aware, and having proved that he was capable to advise the Government in regard to these works, I will now try to prove that it was his knowledge that was responsible for the lay-out of the works. The reply to question 17 embodies a letter which was written to Mr. Dunkerley by Nevanas & Co. in regard to the preparation of the plans. The hon. member the other day brought some plans here. I have others which I will pass over to hon. members directly. In bringing forward those plans the other day and handing them out as he did, the hon. member was guilty of the most unfair action he has yet taken in regard to this inquiry.

Mr. George: They are all the plans we could get.

The MINISTER FOR WORKS: No, they are not. You have seen these others as well. No engineering works are ever carried out without the preparation of certain plans of a very meagre nature. The hon. member is fully aware of that, and it was distinctly unfair on his part to bring down here plans containing very little work, and offering them to hon. members as a criterion of what the Government had paid for.

Mr. George: Your officers told me they were all the plans they had.

The MINISTER FOR WORKS: In regard to water supply. You divided the plans. Now we were aware at the time that Mr. Nevanas was not an architect. We knew that he had to rely on some other person employed by himself to prepare the plans and specifications, under his supervision. I may be permitted to show that, notwithstanding this, Mr. Nevanas himself was responsible for the lay-out of the works. On the 2nd February, 1915, as will be seen in the answer to question No. 17. Mr. Nevanas wrote to

Mr. Dunkerley a letter containing the following:—

It was also understood that the lay-out and designing of the buildings would be generally provided by us and that you would not claim any copyright therein.

Mr. George: That is right enough.

The MINISTER FOR WORKS: Of course it is. Any hon. member who has had anything to do with plans will agree that the actual drawing of the plans is but a very small portion of the work. It is the knowledge which is necessary in order to instruct others how to draw the plans.

Mr. Willmott: You would not need much knowledge to draw that lot.

The MINISTER FOR WORKS: But much knowledge would be necessary to draw the plans I have beside me. Cadets can draw plans; they are doing it every day in the week, but unless the Chief Architect or the engineer is there to guide and instruct them how to draw the plans, it would be impossible for them to carry out the work. It is shown clearly that the lay-out of these buildings, which are thoroughly up-to-date and designed for economical working, is the result of opinions gained through travelling in different parts of the world and inspecting other works. This knowledge was brought to bear on the architects by Mr. Nevanas himself. It was his design and his knowledge which resulted in the production of these plans; the plans merely gave expression to his ideas.

Mr. Heitmann: Whose knowledge and data were used in connection with the water supply?

The MINISTER FOR WORKS: I will deal with that presently.

Mr. George: Why do you not say Nevanas was paying £500 for what you were paying him £3,000?

The MINISTER FOR WORKS: The £500 was the complete fee in connection with his visit to Wyndham.

Mr. George: No, it was additional to the sum paid.

The MINISTER FOR WORKS: I will deal with that directly. I am not

going to condemn Mr. Nevanas any more than I would condemn the hon. member if he undertook to prepare plans and specifications at ordinary architects' fees and then got another party to prepare them in accordance with his ideas, so long as the work was carried out. The hon. member would have the advantage, and it would be no concern of mine. The same thing applies to these plans. Let me now refer to page 88 containing Mr. Nicholson's evidence in regard to the plans. Hon. members who have read the evidence will recollect that Mr. Nicholson was asked by Mr. Taylor in regard to the amount of money paid to Mr. Nevanas, and Mr. Nicholson stated definitely that Mr. Nevanas made nothing at all out of the transaction. He said he knew of his own knowledge that by the time Mr. Nevanas paid his expenses, he would be nothing in pocket. That will be found in question 2088.

Mr. Thomson: I should like to take the risk.

The MINISTER FOR WORKS: Mr. Taylor asked several questions of Mr. Nicholson in regard to the plans, and received the following answers:—

He did nothing in regard to plans which were drawn up by someone else?—The plans were prepared through his own architects.

He has no architects?—He has men employed.

Mr. Dunkerley has?—He had men employed and had incurred expenses apart from Mr. Dunkerley.

Mr. Dunkerley did the purchasing?—Mr. Dunkerley is probably a very good contractor. The value of Mr. Nevanas's services is not adequately recognised. In such work as this the lay-out is of the greatest possible importance.

Then Mr. Willmott asked—

He was paid £1,000 for that?

The reply was—

That was to report on the site.

This is a different matter entirely from the plans. The witness further stated, in reply to Mr. Willmott—

The lay-out of the works determines whether the undertaking will be a success or a failure. I read of one man who received a very large fee for laying out a big boot factory in a certain part of the Old World. The lay-out of those works was appreciated by the people concerned more than anything because it saved them the thousands of pounds they wanted to save; it enabled them to conduct their manufacture on a successful basis. The wide experience of Mr. Nevanas in a concern such as this, in the laying-out of such work, was of the greatest possible value to the Government.

Hon. Frank Wilson: Did he advise the Government on a boot factory?

The MINISTER FOR WORKS: The hon. member need not interject in that strain. We are dealing with the Wyndham meat works, not with a boot factory.

Hon. Frank Wilson: You referred to a boot factory.

The MINISTER FOR WORKS: Mr. Nicholson was merely drawing a comparison, and the hon. member is fully aware of it. Mr. Nicholson said—

The wide experience of Mr. Nevanas in a concern such as this, in the laying-out of such work, was of the greatest possible value to the Government.

Mr. Heitmann: What does Mr. Nicholson know about it?

Hon. Frank Wilson: He is Nevanas's solicitor.

The MINISTER FOR WORKS: Mr. Nicholson added—

So far as drawing plans is concerned, the drawing of plans is a mere mechanical operation many times. It is having the experience with which Mr. Nevanas was endowed that enabled those plans to be drawn according to his ideas, and not according to the draftsman's ideas.

Mr. Nicholson expressed the position better than I can express it, and I am using his words because I am of the same opinion. Any hon. member who gives the matter five minutes consideration can come to only the same conclusion.

Mr. Taylor: No one doubts Nevanas's knowledge and ability.

The MINISTER FOR WORKS: I am glad to hear the hon. member say no one will doubt that Mr. Nevanas's knowledge and ability were such that he was able to lay out these works. Mr. Nicholson also stated—

It is having the experience with which Mr. Nevanas was endowed that enabled those plans to be drawn according to his ideas and not according to the draftsman's ideas. I should like to impress that fact on the minds of the committee. I have no doubt that Mr. Dunkerley was an excellent contractor, but his knowledge in the laying out of such works was as nothing compared with Mr. Nevanas's knowledge.

Mr. Thomson: What authority had he for making that statement?

The MINISTER FOR WORKS: The hon. member is fully aware that this is so. The hon. member, as a contractor, knows that.

Hon. Frank Wilson: He had Nevanas's authority for saying so.

The MINISTER FOR WORKS: He had this authority, that he knew Mr. Nevanas had travelled the world and had inspected the most up-to-date works and that he was a man capable of forming an opinion in regard to works of this description. To my mind it proves conclusively that Mr. Nicholson, a man who can read people as well as most men, formed the opinion that Mr. Nevanas was capable and possessed the knowledge necessary to lay out plans of this description.

Mr. George: And that he was an honourable man and could be relied on.

The MINISTER FOR WORKS: I have already stated that.

Mr. Taylor: I wish I could read as well as Nevanas: I would not trouble about Nicholson's reading.

The MINISTER FOR WORKS: The member for Murray-Wellington dealt with the appointment of a board to consider and advise the Government in regard to the acceptance or otherwise of plans which were submitted by Mr. Nevanas. The hon. member said the estimates came into the possession of the Government between the 14th and 17th

March, and the investigation board, consisting of various officials of different departments, were appointed by the Minister to go into the plans and estimates and give an opinion. The position was that there was a difference of opinion between one or two officers, who were consulted, and Nevanas in regard to the cost, and the board were appointed to investigate the matter, and they came to the conclusion that it was impossible for Nevanas to carry out the works at the amount stated by him.

Mr. George: They got the things only on the 17th, and reported on the 18th.

The MINISTER FOR WORKS: The water supply and jetty had been under consideration for a considerable time.

Mr. George: Estimates from Nevanas?

The MINISTER FOR WORKS: We had quotations previously; I do not say they were in writing. Nevanas previously said what these works could be carried out for.

Mr. George: You found out what the committee could not ascertain.

The MINISTER FOR WORKS: I knew at the time.

Mr. George: Then why were the papers kept from us?

The MINISTER FOR WORKS: The committee have had all the papers. Nevanas volunteered a statement as to the amount for which these works could be carried out. This dispute had lasted for some time, and naturally Nevanas desired to prove to the board that he was prepared to back up the statements he had made. The member for Murray-Wellington said that Nevanas suddenly produced a tender to do the work for £155,150, which was sent to the officials for their consideration; they got it late one afternoon, and had to report the next day. This estimate came in suddenly, as the hon. member stated, but why? Because when the officers disputed that it was possible to do the work for the money, or within £50,000 of what Nevanas offered to do it for—

Mr. Heitmann: Is that in the evidence?

The MINISTER FOR WORKS: It is on the file. Nevanas then said he was prepared to do it for the sum stated, and

he submitted a tender to carry out the work for £50,000 less than that for which the officers said it was possible to do it.

Mr. Willmott: And they recommended it?

Mr. Heitmann: According to his subsequent statement, Nevanas would have taken it for nothing and then made money.

The MINISTER FOR WORKS: There is nothing strange about a tender of this description coming in. It takes place almost every day.

Mr. George: No.

The MINISTER FOR WORKS: When a person is confident in his own mind of his ability to carry out work for a certain price, and the officers of the department say it is impossible to do so, such a person will often undertake to do the work for the money. The Government acted on the recommendation of the board in order to try to save this £50,000, and, in the interests of the State, they felt they were justified in accepting the tender.

Mr. George: It is a curious thing to turn an agent into a contractor.

The MINISTER FOR WORKS: There is nothing very curious in that.

Mr. George: It is a very curious state of affairs.

The MINISTER FOR WORKS: No, it is a common occurrence.

Mr. George: I do not think so.

The MINISTER FOR WORKS: It is a very common occurrence for a contractor to undertake to prepare his own plans and give an estimate for a building, and, in many instances, call tenders for the building, and if the tenders are too high, the contractor says "I will do the work myself."

Mr. Thomson: That is not quite an exact parallel.

The MINISTER FOR WORKS: It is a very common occurrence.

Mr. George: What, to pay a man a commission to produce plans and get estimates, and then turn him into a contractor to make a profit! Those statements are not correct.

The MINISTER FOR WORKS: Those statements are correct. It is not

my wish to put before members anything except what is correct. The statements I am making are quite correct, and the evidence will bear me out. The hon. member also stated that insufficient time was given to the board, and that they were expected to report in practically 24 hours. Yet he has it on evidence that they were asked to report as soon as possible. The evidence shows that they were asked to report as soon as possible.

Mr. Willmott: The next day.

The MINISTER FOR WORKS: I can only give the hon. member the evidence which was furnished before the committee. If it was as soon as possible, and they felt they could report the next day, where was there any harm?

Hon. J. D. Connolly: Why did they complain of the short time?

The MINISTER FOR WORKS: That is their own look-out. If the officers reported and made a recommendation to the Government in regard to carrying out works such as these, and they felt then that they were not justified in making the report and recommendation, they should not have done so. There were no distinct instructions at any time that they should do so. It has never been the policy of this Government to instruct officers in this direction. What would be the use of submitting plans and specifications, or indeed, any question, to an officer, and at the same time saying to him, "You must get out this particular report within a certain time?" Any officer with any backbone would say, "No, my reputation is at stake. I am not going to carry out what you desire. I will do my best and will report to you as soon as possible." The evidence bears out this statement that the officer was asked to report as soon as possible. No time was given at all. The hon. member, therefore, is in error when he states that the members of the board were only given 24 hours in which to report. I am now coming to the question of the payment of the 3 per cent., with which the hon. member has dealt fully. He stated—

The plans were arranged for between the Premier and Mr. Nevanas, by telegrams, and the understanding

distinctly was that, for the production of plans and specifications and for the obtaining of tenders, a commission of 3 per cent. was to be paid, while for plans and specifications alone a commission of 2 per cent. only was to be paid.

Mr. George: That is correct.

The MINISTER FOR WORKS: There is one question in the evidence that I have noticed, and I think it was asked of Mr. Munt. The member for Murray-Wellington asked this officer if there was any arrangement that the 3 per cent was to be paid if the building was carried out by Mr. Nevanas, and whether, if it was not carried out by him, the Government were to pay more than 2 per cent.

Mr. George: I did not put those words in.

The MINISTER FOR WORKS: I noticed the remark, at all events, and drew Mr. Munt's attention to it. It shows clearly that the hon. member is trying in the first instance to draw a red herring across the trail. The conditions were plain that a person could form no other opinion. On page 6 of the report there appears a copy of a telegram sent by Nevanas to the Premier. It reads thus—

Scale charges furnishing plans specifications also separate tenders for construction three centum Western Australia architects' printed conditions. Will arrange special rate two centum if work not proceeded with.

That is a very common occurrence among architects in regard to carrying out buildings. It is, in fact, common in almost every part of the world. It is quite a usual thing to pay one per cent. for providing plans only, and 5 per cent. if the work is proceeded with.

Hon. J. D. Connolly: Two and a half per cent. for plans and two and a half per cent. for supervision.

Mr. Willmott: And the man looks after the construction as clerk of works.

The MINISTER FOR WORKS: I will prove directly a case in which a previous Government had paid 5 per cent. and did not have the work supervised by the party concerned, and

where the plans had been thrown away and never used. This telegram proves conclusively that it was intended to pay 3 per cent. on the plans if the work was carried out. In other words, if Nevanas & Co. produced plans upon which the Government carried out the works, that firm would expect to be paid 3 per cent. on the cost of the works, so far as their plans were concerned. If the Government had turned the whole thing down and decided not to proceed with the work, the plans would no doubt have had to be returned to Nevanas & Co., just as they are returned in the case of other architects, and the Government would have had to pay 2 per cent. for the drawing of them. But the work is being gone on with. Some of the buildings have been erected, the water supply arrangements are well advanced, and there is no intention of ceasing the work of construction. Those who drew out the plans, therefore, were, in accordance with the terms of the agreement and in accordance with architects' fees generally, entitled to be paid 3 per cent. on the total cost of the works.

Mr. Thomson: Are they supervising the construction?

The MINISTER FOR WORKS: There is *not* a word about supervision. In regard to the Federal people, we, as a Government, get 6 per cent.

Mr. Thomson: And it is well worth it too.

The MINISTER FOR WORKS: I think I have shown clearly that the hon. member was in error—I do not say that he deliberately fell into the error—when he made the statement that the arrangement was that Nevanas was only entitled to 2 per cent. on the drawing of the plans.

Mr. George: And that is all, too.

The MINISTER FOR WORKS: That would probably be all that Nevanas would be entitled to if the works had not been proceeded with, but seeing that the works are now under construction the 3 per cent. commission comes in, and he was paid 3 per cent., to which he was justly and honestly entitled.

Mr. Heitmann: Does it not mean 3 per cent. if he proceeded with the work?

The MINISTER FOR WORKS: No. At that time Nevanas was not considered as being the man who would carry out the work. At the time it was never thought that he was going to do the work. I do not think that any member of the Government or any officer of the departments had the slightest idea that Nevanas would carry out the work.

Mr. Heitmann: How is it that Nevanas got a price from Dunkerley?

The MINISTER FOR WORKS: I am going to deal with that directly. The member for Murray-Wellington (Mr. George) backed up his argument in this way—

If the calling of a tender is to justify this 3 per cent., then Mr. Nevanas should have put in a tender obtained from Mr. Dunkerley of £137,000; and then, had the Government accepted Mr. Dunkerley's tender, there might have been justification for the payment of the 3 per cent.

The committee have it in evidence that Mr. Dunkerley stated that if he had been aware that this would be a Government job he would have wanted at least another £10,000 for doing the work; also that Mr. Nevanas had agreed with Mr. Dunkerley that the cost of the freight should not exceed £7,000, and that in cases where the cost was in excess of that, the difference was to be paid by Mr. Nevanas. I find that since then Mr. Dunkerley has made an offer to do the work at a sum of a little over £150,000, out of which £26,000 is provided for freight.

Mr. George: That does not affect the contract.

The MINISTER FOR WORKS: That shows conclusively that, as far as Mr. Dunkerley was concerned, he only quoted the price under certain conditions, namely, that if the freights were to exceed a certain amount, Mr. Nevanas would have to pay the difference.

Mr. Heitmann: Did not Nevanas have the same provision?

The MINISTER FOR WORKS: No.

Mr. Heitmann: What was his freight to be?

The MINISTER FOR WORKS: Nothing, so far as we were concerned.

Mr. George: Not if the freight was to rise or fall?

The MINISTER FOR WORKS: Not so far as we were concerned. That dealt with the whole lot up to the date of the tender.

Mr. Taylor: That was the intention, but it got into the tender.

The Minister for Lands: It never got into the tender.

The MINISTER FOR WORKS: The evidence shows conclusively that Mr. Dunkerley's tender did not include the full amount of the freight which it was necessary to pay in the carrying out of the works.

Mr. George: He would have had to stick to it if he had got his bond.

The MINISTER FOR WORKS: The hon. member is again trying to draw a red herring across the trail. Who was giving the bond? Not Mr. Dunkerley!

Mr. Heitmann: Certainly not Nevanas.

The MINISTER FOR WORKS: That is a question I intend to deal with later on. We are dealing now with the terms of what I call the interim agreement which was entered into with the Government. In that agreement Nevanas had to provide a bond of £6,000, not Dunkerley. It is all very well for the member for Murray-Wellington to say that Nevanas would have had to pay if he had provided the bond.

Mr. George: A bond had to be provided for Nevanas.

The MINISTER FOR WORKS: It does not say so in the evidence. In addition to this, Dunkerley was to get a further bonus of £7,000.

Mr. Willmott: His agreement was produced.

The MINISTER FOR WORKS: I have never seen it. The agreement is not published here. In addition to the freight Dunkerley was, as I have said, to get a bonus if the work was finished within the time specified. The hon. member is fully aware that, as far as Dunkerley is concerned, we, as a Government, knew

nothing about him at all. I do not think any member of the Ministry knew anything about him. Dunkerley was introduced to me after Nevanas came over here in May or June, as his engineer. I thought he was one of Nevanas's officials employed for the purpose of carrying out the work.

Hon. Frank Wilson: Dunkerley saw the Premier in Melbourne before that.

The MINISTER FOR WORKS: He saw the Premier in Melbourne whilst Mr. Scaddan was over there on the last occasion.

The Minister for Lands: I never saw him in my life.

The MINISTER FOR WORKS: The Premier and Dunkerley came back together, and it was on that occasion that the latter was introduced to me as Nevanas's engineer. I say emphatically that I was not aware that Dunkerley was going to carry out the contract for Nevanas. I think it is proved conclusively by the wording of the telegram I have quoted that the Government were quite justified in paying 3 per cent. on the plans if the building was proceeded with. If the work was not gone on with, and, as I have stated, it is not intended to drop it, we were only entitled to pay 2 per cent. on the plans. This is not the first time that the Government of Western Australia have gone to outside architects or engineers for the preparation of plans, and have paid a much higher percentage than Nevanas was paid. I state that by way of comparison, because the hon. member questioned the Chief Architect very closely in regard to this payment. The question has been asked, has a case ever been known before of the Government going outside the departments to get plans prepared?

[The Deputy Speaker (Mr. McDowall) took the Chair.]

Mr. George: I should think there has.

The MINISTER FOR WORKS: The hon. member is aware that it has been done before. The hon. member, as Commissioner of Railways, has had to pay for it. In this case there was no one in the

Government service with anything but the slightest knowledge of laying out up-to-date meat works; there was no one in the Government service with experience in the running of meat works.

Mr. Heitmann: That was not knowledge that Nevanas had.

The MINISTER FOR WORKS: There was every knowledge, so far as that is concerned.

Mr. Heitmann: Not of running meat works.

The MINISTER FOR WORKS: A few years ago a bridge was to be erected across William-street.

Mr. George: In 1902.

The MINISTER FOR WORKS: The work extended over 1902, 1903, and 1904. There were dozens of officers in the Public Works Department who could carry out that work, but the Government of the day brought in an outside engineer to prepare plans for the bridge. I believe pencil sketches of the bridge were first prepared in the Public Works Department, and the engineer called in prepared the plans from them.

Mr. George: The Government had a disloyal officer.

The MINISTER FOR WORKS: The plans were prepared, and the member for Murray-Wellington, as Commissioner of Railways, never worked to them at all, because they were not fit to work to.

Hon. Frank Wilson: The Labour Government were in power in 1904.

The MINISTER FOR WORKS: Yes, but the bridge was under construction from 1902 to 1904. In that case arrangements were made with an outside engineer to prepare plans, and the plans were submitted. The estimated cost of the work was £80,000, and the engineer was paid 1¼ per cent. for the plans.

Mr. George: Not on £80,000.

The MINISTER FOR WORKS: Yes, on £80,000.

Mr. George: Not by me.

The MINISTER FOR WORKS: I am not saying it was paid by the hon. member. The engineer was paid at the rate of 1¼ per cent. on £80,000 or £1,000. After the Government had gone into the matter, they is-

sued instructions that the outside engineer's plans must be considered; and eventually the member for Murray-Wellington, who was then Commissioner of Railways, decided that the plans were not suitable—in fact, that they were such sketches as could not be worked to at all. The bridge was almost completely altered. What was the position then? The Government were sued for payment for the plans. The Government had paid £1,000 already, and then they were sued for a further amount.

Mr. George: That is news to me.

The MINISTER FOR WORKS: Surely it is not news to the hon. member that the Government went to court?

Mr. George: I had nothing to do with that.

The MINISTER FOR WORKS: The engineer claimed not only $1\frac{1}{4}$ per cent. for preparation of the plans in the first place, but a further $1\frac{1}{4}$ per cent. for drawing extra plans, and also $3\frac{3}{4}$ per cent. on the amount of tender. The jury gave a verdict for the amount in full, £1,446 5s., representing $3\frac{3}{4}$ per cent. In respect of alterations to drawings the outside engineer was paid a further sum of £75. Then, for surveying and taking levels he was paid £6 6s. Moreover, he was paid £1,000 as commission on the estimated cost of the work to the Government, the work having been cut down considerably.

Mr. Allen: Is this the authority for your action?

The MINISTER FOR WORKS: I want to show that the Chief Architect was quite justified in believing that had the question of these plans for the Wyndham Freezing Works gone to court the Government would have had to pay considerably more than was eventually paid for the preparation of the plans.

Mr. George: That is a very far-fetched argument.

The MINISTER FOR WORKS: I am bringing the matter of this bridge up, not for the purpose of showing that similar action has been taken previously, but for the purpose of showing that where plans of this description are pre-

pared, whether the person who prepares them supervises the work or not is a matter which has nothing to do with the liability of the Government to pay the full percentage for the preparation of the plans. In the case of the William-street bridge it appears clearly that the Government were directed by the court to pay, and had to pay; the total cost of the plans being £3,000. And these were plans which were never used at all, plans which were laid entirely on one side.

Mr. Allen: That ought to have warned you, I think.

The MINISTER FOR WORKS: We avoided the pit-fall.

Mr. Willmott: You flopped into something else, though.

The MINISTER FOR WORKS: We avoided the pit-fall so far as the plans are concerned. I am merely bringing forward the bridge plans for the purpose of showing hon. members what damages would probably be awarded in respect of the Wyndham Freezing Works plans if the matter went to arbitration or into court.

Mr. Willmott: You say that that is what Mr. Beasley meant when he said he had something at the back of his mind.

The MINISTER FOR WORKS: I do not know what is at the back of Mr. Beasley's mind. Mr. Beasley stated not only in evidence, but also in a minute on the file, that he was confident that if those plans which were valued by Nevanas at about £9,000 were submitted to arbitration the Government would have to pay considerably more than was actually paid under the terms of the settlement.

Mr. George: Mr. Beasley also said that they were not the plans which he would have expected for the sum paid.

The MINISTER FOR WORKS: Mr. Beasley said a lot more.

Mr. Willmott: He also said that the plans were not complete. That is the point.

The MINISTER FOR WORKS: I will deal with that. It is true Mr. Beasley said the plans were not complete. But he went further. He said that they were not complete up to our Government standard. Let me refer to the evidence

of Mr. Dunkerley, commencing with question 97—

By Mr. Mullany: Were these plans so far finished that work could be completed to them?—Yes.

They were not merely skeleton plans? —No. Mr. Beasley can tell you they contained every detail he asked for. And, mind you, we were in a hostile camp. They made us supply everything they thought necessary.

By the Chairman: The plans are complete?—In every detail.

I will now turn to Mr. Beasley's evidence, commencing with question 369—

By Mr. Munsie: Have these plans since been completed?—No.

By the Chairman: Are they not completed yet?—No.

Are they going to complete them? —I do not think so. We are making our own drawings, and are adding our own improvements to these drawings. I shall be pleased to show you the difference between their drawings and ours. Nevanas & Co. have been paid for the drawings of plans at the rate of 3 per cent.

I shall ask you something about that later on. These plans are, so far as we are concerned presumably complete. You, however, have definitely stated that these plans are not complete even now?—They are not complete even now. When you say "complete" in regard to plans you are speaking in general terms I suppose? These plans may be considered to be "complete" for the purposes for which they were prepared, but they are not complete by any means for the purposes for which I require them; that is to say for my supervisor to take them and see the work carried out.

Mr. George: That is how they should have been.

Mr. Heitmann: There would have been supervision over Nevanas, would there not?

The MINISTER FOR WORKS: That was the intention. I will quote further evidence given by Mr. Beasley, question 1525. when the Chairman asked—

In answering Question 373 you say you think they would be able to get an award if they could prove that the plans were equal to ordinary working drawings and specifications; in answer to question 367 you told us the plans and specifications were very loose and indefinite. Do you consider the plans they produced were equal to ordinary working drawings and specifications? —They were equal to the average drawings and specifications prepared by private architects.

Mr. Willmott: Yes, but what does he say then? He says that plans drawn by private architects are very loose and indefinite. I do not know what private architects have to say to that.

The MINISTER FOR WORKS: We all know that as regards Government plans—the member for Katanning (Mr. Thomson) will bear me out—a good deal more care is taken and far more details are given than is the case in connection with plans prepared by private architects.

Mr. Thomson: I would not suggest for a moment that the plans of private architects are indefinitely and loosely drawn.

The MINISTER FOR WORKS: That is from the Government officer's point of view. I wish to show that the plans prepared for the Wyndham Freezing Works were equal to the average drawings and specifications prepared by private architects.

Mr. George: Then I say you had no right to pay for them without getting the proper plans required for the works.

The MINISTER FOR WORKS: I do not want to be drawn off the track. The agreement entered into with Nevanas definitely and clearly provided that the plans had to be to the approval of the Chief Architect.

Mr. George: Exactly; and they were not.

The MINISTER FOR WORKS: That is, as regards carrying out the works. The Chief Architect came to the conclusion that these plans were all that was necessary for carrying out the works in the ordinary manner, but that they were

equal to the average plans prepared by private architects. That being so, I consider the Chief Architect was quite justified in paying the commission for the preparation of the plans, namely, a commission of 3 per cent., because we were going on with the works as proposed. I mentioned earlier that the member for Murray-Wellington brought some plans here and said to the House, "Here is a bit of brown paper, and here is a bit of a pencil sketch, and here is a blue print," thereby trying to convey to hon. members, and also to the country—because a good deal has been made of this in the Press—that the plans he produced were those for which we paid Nevanas £4,000. He did say, "Fifteen hundred pounds was paid for these," but he conveyed the idea that this was the class of plan the Government paid for throughout.

Mr. George: No.

The MINISTER FOR WORKS: As I said earlier, the plans produced by the member for Murray-Wellington represent only a part of the undertaking. I have here with me—and I intend to lay them on the Table of the House—two sets of plans prepared by Mr. Nevanas for the works. The first set contains the original plans, and the second set the amended plans. Hon. members can look over the plans, and if they do so I think they can come to only one conclusion, and that is that the man who prepared the plans must have been thoroughly qualified for the work, must have had knowledge and ability, and that they are plans equal to any prepared for the construction of any works ever carried out.

Mr. Willmott: That was Dunkerley.

The MINISTER FOR WORKS: No. These plans are the result of Mr. Nevanas's knowledge and ability. It is true that the whole of the details were not complete, but I might say that there is scarcely a building, or an engineering work, in regard to which the plans are at the outset in a complete state. Hon. members who know anything at all about these matters will agree with me in that respect. Even the details of the new post office at the present time, the contract for which has been let for nearly

two years, are not complete, and the chief architect is continually making alterations. I have here the plans of the freezing works, not merely pencil sketches, but proper detailed plans, plans which would enable the work to be carried out to a completion. These plans should have been taken in conjunction with the other plans submitted by the hon. member, and which were only for a minor portion of the work.

Mr. George: You paid £3,000 for those and £1,500 for the others.

The MINISTER FOR WORKS: The plans are altogether; we cannot divide them. The contract for carrying out this work was £155,150 and that was the only price which was submitted. It is true that in connection with the work it might have been found that this would cost so much and that would cost so much, but we cannot get away from the fact that the contract price was £155,150 for the whole of the work with the exception of the jetty.

Mr. George: And you paid 3 per cent. on that.

The MINISTER FOR WORKS: The hon. member is trying to lead the House astray in regard to that.

Mr. George: It is in Mr. Scaddan's telegram.

The MINISTER FOR WORKS: The Premier stated that the cost of the work was not to exceed £106,000. According to the evidence this matter was referred to Mr. Dunkerley, who said it would be impossible to keep the price down to that amount. The hon. member cannot find a word of evidence, or any paper, which sets out that the Government should only pay the percentage on £106,000.

Mr. George: I can find it in three papers.

The MINISTER FOR WORKS: The hon. member cannot find it stated that the cost of the works would not exceed £106,000. Here are the plans for hon. members to peruse and they are not merely a few sketches wrapped up in brown paper, but proper and complete drawings.

Mr. George: You paid £3,000 for them and while that might have been justified,

you were not justified in paying £1,500 for the others.

The MINISTER FOR WORKS: These plans are as complete as plans which could be supplied by any architect.

Mr. George: Who prepared the plans?

The MINISTER FOR WORKS: They were submitted by Mr. Nevanas; they are the plans he supplied. Here are the detailed drawings and the original set of plans and specifications. Hon. members will see that these plans must be taken in conjunction with the other plans, which the member for Murray-Wellington had the goodness of heart to show to the House the other day. Those plans which he exhibited had very little work in them. Hon. members who are familiar with plans know that there is very little to do in connection with plans for water supplies. What was the hon. member's idea in bringing those plans here, except to show that there was very little work entailed in their preparation?

Mr. George: I brought them here because I contend you had no right to pay him anything on them.

The MINISTER FOR WORKS: If the hon. member himself had prepared those plans and tendered for the work on them, plans which included the water supply, and which did not involve much labour, he would have expected and would have demanded 3 per cent.

Mr. George: I would deserve to be kicked from here to Hades if I had.

The MINISTER FOR WORKS: There is no architect who would not have made a similar demand.

Mr. George: Look at the strap; do you expect that that would hold pipes down?

The MINISTER FOR WORKS: It has been clearly and conclusively shown that nothing wrong has been done in connection with the payment for these plans which I have just shown to hon. members. On similar plans to these the Government used to pay no less than 5 per cent., and I maintain that the chief architect was in no way to blame when he, on his own initiative, recommended that the Government were entitled to pay

on the full amount of the plans and in regard to the total cost of the work.

Mr. Willmott: He had something at the back of his head.

The MINISTER FOR WORKS: Arbitration.

Mr. George: He said that something evidently happened.

The MINISTER FOR WORKS: In dealing with the payment for the plans, the Government were obliged to give the full amount on the total estimated cost of the work. No doubt the member for Murray-Wellington came to the conclusion that we should only pay on £106,000 because when the first recommendation was put up by the chief architect, Mr. Nevanas only claimed on £106,000. That recommendation was submitted to me as well as a demand for £6,500 by way of compensation for breach of contract, shall I say, or for the material.

Mr. George: Do you mean for the ship?

The MINISTER FOR WORKS: We will deal with the ship directly.

Mr. George: Where does the breach of contract come in, then?

The MINISTER FOR WORKS: I remarked, shall I call it "breach of contract"? The position was that when the claim was submitted to me I refused definitely to submit it to Cabinet. I realise that we were justly bound—and with all due respect to my friend opposite—to pay 3 per cent. on the agreement on the basis of £106,000. I never disputed that, because I believed, on the wording of the telegram, that we would be justified in paying it. I refused, however, to recommend for payment the £6,500. Mr. Nevanas then came to see me about it and I told him that I would not put such a proposition before Cabinet, and that it was entirely finished so far as we were concerned. When we went out of my office, I had refused point blank to make any recommendation in regard to that amount, though I had previously promised that I would submit to Cabinet any recommendation from Mr. Beasley which was within reason. After that Mr. Nevanas came to me with a long list—it is published on page 65 of the select committee's report—a list of what he

thought he was entitled to for the plans. The total is £9,000. He asked that the matter should be submitted to arbitration. I told him I did not feel inclined to deal with the matter at all and that my opinion was that he was entitled to 3 per cent, but I did not say on £155,000. I did not think his proposition of £6,500 was a fair one and I would not agree to it. Afterwards he interviewed Mr. Beasley, who went into the question with me again, and the demand was made by Mr. Nevanas that the matter should be referred to arbitration. It was considered that if the matter did go to arbitration, in all probability he would get a big percentage of what he claimed, and it was considered better to pay 3 per cent. on the whole cost of the work. That was what Mr. Beasley said in his evidence. Mr. Beasley distinctly stated he was convinced that Mr. Nevanas could claim on the full cost of the works. He then recommended the payment on £155,150 instead of the £6,000 previously mentioned.

Hon. Frank Wilson: How could he claim, in any court more than he had agreed to accept?

The MINISTER FOR WORKS: The settlement of the one claim was dependent on that of the other. The one went with the other. His claim was for £6,500, if I paid him £6,500 compensation, which I declined to do. Instead of paying him what he asked, I paid him some £1,200 or £1,500 less, and thus I saved the country so much by my refusal. It has been said that in taking over this material from Mr. Nevanas, the State made a very bad deal indeed. With the exception of Mr. Dunkerley's evidence, no questions were asked in regard to the value of this material.

Mr. Willmott: Oh yes, there were.

The MINISTER FOR WORKS: I know that the hon. member asked about one particular item, but I believe that has been worked out. There is a definite minute to the effect that if, intending to go on with the work, the Government had taken over that material on the 1st July, they would have to pay approxi-

mately £13,000 more than Nevanas had paid for it.

Mr. George: Nevanas did not pay anything.

The MINISTER FOR WORKS: In his evidence, Mr. Dunkerley confirmed that, except that he named £12,000 as the amount.

Hon. J. Mitchell: If you had bought it earlier you would have saved more still.

The MINISTER FOR WORKS: The hon. member knows that the Government would not have adopted tactics for reducing prices. The position was that here was a possibility of a claim being made in regard to the "Prinz Sigismund." The Minister for Lands, when dealing with this question in the House on a previous occasion, unfortunately named Mr. Stevens instead of Mr. Sayer, as having been present at a conference called to consider the question of the "Prinz Sigismund."

Mr. George: He said he had consulted the State Steamship Service officials.

The MINISTER FOR WORKS: He made an error. It was Mr. Sayer, and not Mr. Stevens, who was present at the conference dealing with the question of damages.

Mr. George: How could Mr. Sayer compute the damages?

The MINISTER FOR WORKS: He could give us legal advice. When we decided to recover the "Prinz Sigismund," we did it with our eyes open, and we were justified in doing it. Realising that the "Western Australia" was a losing proposition, we were trying to sell that vessel. Mr. Stevens heard of the "Prinz Sigismund" as being at Brisbane, and he thought she might be suitable for the North-West trade in place of the "Western Australia." Officers were sent to report on the "Prinz Sigismund." As a matter of fact I went to see her myself when I was there, and I formed the opinion that she was rather large for our purpose. On the report of his officers, Mr. Stevens concluded that she would not be suitable for the North-West trade, but concluded also that she might suit well enough

to temporarily replace the "Western Australia" in the event of our selling the latter vessel. He would not purchase the "Prinz Sigismund" for the North-West trade, but he thought that if the Government could get hold of her she might be utilised temporarily. The Government got control of the ship. Then we had two vessels, where only one was required. We wired to Mr. Nevanas explaining that he could use the "Prinz Sigismund" for carrying his material to Wyndham, but not to run her in inter-State trade.

Mr. George: You handed the boat entirely over to him.

The MINISTER FOR WORKS: No; merely to carry his material to Wyndham.

Mr. Willmott: Would he have paid £4,000 to renovate the boat simply for that purpose?

The MINISTER FOR WORKS: That was all he had her for.

Mr. George: He had her unconditionally.

The MINISTER FOR WORKS: Does the hon. member think the Commonwealth Government would hand over a steamer to us that we might interfere with inter-State trade?

Mr. George: He was to use her for any purpose he liked, in addition to carrying his material to the North-West.

The MINISTER FOR WORKS: Nothing of the sort. The steamer was eventually placed at the disposal of Mr. Nevanas to assist him in getting his material to Wyndham. In the terms of the contract which Mr. Nevanas submitted, but which was not approved of, he asked the State to supply him with freight at 30s. a ton; but we would not take any liability in regard to freight at all. Eventually a cable message came from London advising us to send the "Western Australia" to England, there being a possibility of getting a good price for her.

Mr. George: I thought you had a firm offer.

The MINISTER FOR WORKS: I never said so. We saw that there was a possibility of getting rid of the "West-

ern Australia," which was losing £17,000 or £18,000 a year. Then we got Mr. Sayer up to discuss the proposition. We wanted to know from Mr. Sayer whether the wire to Mr. Nevanas was a binding contract. He told us that it was, and we asked could Mr. Sayer give us any idea of what damages it was likely we would have to pay if we were to take the steamer from Nevanas. Mr. Sayer advised us that we would have to pay only such damages as Mr. Nevanas could sustain, in other words, if he could get the material to the North-West at such a time and in such a manner as did not interfere with his work, there might be no damages to pay at all; whereas, on the other hand, the damages might run up to £4,000 or £5,000.

Mr. Heitmann: Mr. Nicholson, in his evidence, says something very different from that.

The MINISTER FOR WORKS: I am telling you what occurred. With our eyes open we decided that it would be profitable for us to pay the damages named if only we could sell the "Western Australia," and thus save £17,000 or £18,000 a year. I still maintain that we were justified in taking that course. The hon. member said the other day—

I would like to state here that provided all other things were equal—I am glad he thought of the qualification. He continued—

and that Nevanas was financially capable of carrying on the business, I am of opinion—I do not know if it is shared in by any other members of the committee—that had the "Prinz Sigismund" not been taken over by the Government the contract would now be on its fair way towards completion, at any rate on a fair way to being carried on.

Hon. Frank Wilson: The committee reported that.

The MINISTER FOR WORKS: Immediately it was decided to take the "Prinz Sigismund" from Mr. Nevanas, we went into the question of assisting him in the shipping, and we ascertained that there was a possibility of other ships following on, which would thus save Mr.

Nevanas from any great difficulty in regard to the forwarding of his material; in other words, there was a good chance of our escaping the payment of anything like heavy damages to Mr. Navanas in consequence of our having taken the boat. The hon. member went on to say—

It is not to be supposed that in the present scarcity of shipping which exists all round Australia, it would be possible for Mr. Nevanas, at a moment's notice, to revise his plans, and attempt to get another ship, the impossibility of doing which was well known.

Mr. Nevanas had got into communication with the Adelaide Steamship Company, and brought over all the material he had there. Only two weeks had elapsed, the contract was not signed, no bonds were put up, plans were not prepared to the satisfaction of the Chief Architect—

Mr. George: But you had your contract for the ship.

The MINISTER FOR WORKS: And the view I held then, and which I hold now, is that no material at all for the works should have been purchased at that time. Only about two weeks had elapsed from the time he was given the ship until she was taken away. The ship was never in his possession at all. She was then in Brisbane.

Mr. George: What do you call possession?

The MINISTER FOR WORKS: He had not been shipping his material.

Mr. Willmott: Surely it was in his possession immediately he received your wire.

The MINISTER FOR WORKS: No, when he paid the accounts for fitting her out. He then tried to get a ship from the Adelaide Steamship Co., and he found that the "Allinga" could be chartered for a trip to Wyndham. He interviewed me about it and pointed out the "Allinga" was available, but he wanted me to make the charter. I stated that I would not pay another shilling in regard to the contract until the contract was signed and fixed up.

Mr. George: You were all right; there is no doubt about that.

The MINISTER FOR WORKS: I am pointing this out to show the hon. member that the "Prinz Sigismund" affair did not delay the work. This material was brought here by the "Prinz Sigismund" and if Nevanas had felt disposed, he could have chartered the "Allinga" to take it on to Wyndham, together with the material he had here.

Mr. George: At what cost?

The MINISTER FOR WORKS: The cost was reasonable. I cannot mention it, but he said he had got the offer of the charter at a very reasonable price. The trouble was he wanted me to make the charter.

Hon. Frank Wilson: What constituted the breach of contract you were afraid of—let us get down to the fact—what the Premier was afraid of?

Mr. George: He was perturbed.

Hon. Frank Wilson: He said he was nervous about it.

The MINISTER FOR WORKS: Nevanas could have got his material on to Wyndham if he had so desired. The material was landed at Fremantle.

Hon. Frank Wilson: If he had paid sufficient, of course he could have got it on.

The MINISTER FOR WORKS: If he could have shown that it cost him more than under the previous arrangement, that would have constituted the breach of contract.

Hon. Frank Wilson: He could have bought your Diesel engine ship.

The MINISTER FOR WORKS: That statement is incorrect, and if the rules of the House would allow me, I would say something stronger. Nevanas has never bought a Diesel engine ship.

Hon. Frank Wilson: I mean he could have bought a Diesel ship if he had paid sufficient for it.

The MINISTER FOR WORKS: If Nevanas had chartered the "Allinga" and had had to pay a heavier rate for the carriage of his material to Wyndham than under the other arrangement, the Government would have been liable for damages. But we realised that we had an opportunity to sell a steamer which was not suitable for our work, and which was

making a large loss every year, and was not it much better to risk having to pay a small sum by way of damages than to continue to make an annual loss as we were doing?

Hon. Frank Wilson: And you have not sold her.

Mr. Bolton: You are praying that we do not sell her.

The MINISTER FOR WORKS: That does not enter into the question now before the House. I am showing that Nevanas was confronted by very little difficulty, so far as the shipping was concerned, and I do not think we would have had to pay a great amount of damages if Nevanas had availed himself of the "Allinga."

Mr. George: Then you had no cause to compensate him for breach of contract.

The MINISTER FOR WORKS: Yes, we had. Things went on from one stage to another. Not only did Nevanas call on us to pay for the charter of the "Allinga" but he wanted us to take up the £14,000 worth of goods lying at Fremantle.

Mr. Heitmann: That is extraordinary from a financial genius who came to you to do business. He never paid a shilling from the time he came into the State.

The MINISTER FOR WORKS: I have listened very patiently to the interjections from the member for Geraldton, and have not replied to any one of them, but I wish to say that, with due respect to Mr. Nevanas, who is not here to protect himself—

Hon. Frank Wilson: He ought to be here.

The MINISTER FOR WORKS: The hon. member has never met Mr. Nevanas; he has never seen him.

Mr. Heitmann: He refused to pay the Government £45 for fares from the North-West.

The MINISTER FOR WORKS: The hon. member knows nothing about him.

Mr. Allen: He evidently does know something.

The MINISTER FOR WORKS: I have formed an opinion, rightly or

wrongly, as to why Nevanas was not able to finance the business. To my mind there is no doubt that, in the financial world, Nevanas is a man of repute.

Mr. Heitmann: He was a man of mud.

The MINISTER FOR WORKS: We have it that he has made contracts to the value of £60,000 odd, which shows that the persons who entered into contracts with him had confidence with him.

Mr. Heitmann: Why, you refused to release the goods. He was an agent for the Government.

The MINISTER FOR WORKS: We must bear in mind that Nevanas was engaged in the meat trade.

Mr. Heitmann: In the orange-squeezing trade.

The MINISTER FOR WORKS: And there is a possibility that when he undertook this work, which was not in the line of business in which he had been engaged, the banks would not assist him as they would when he engaged in his legitimate business—the meat trade.

Mr. George: None of his bankers would.

The MINISTER FOR WORKS: No. This is the opinion I have formed. Nevanas then found himself against a dead end, just when he expected assistance to carry out the work.

Mr. Heitmann: What was the capital of these companies?

The MINISTER FOR WORKS: I have nothing to do with the companies. I think the hon. member's interjections about this man, who is outside this House and cannot speak for himself, are uncalled for, and unfair. I believe that had the amount of money involved in this contract been required for the meat trade, Nevanas would have been able to overcome the difficulty. To get back to the point, we cancelled the contract for the "Prinz Sigismund" with our eyes open to save an annual loss with regard to the "Western Australia." It was possible that we would have to pay some damages to Nevanas for breach of contract. At that time we had no intention of cancelling the contract for the works;

this matter had not then come up for consideration at all. We realised that we might have to pay some small amount of compensation in regard to the steamer, but when we found that we could not bring things to a definite head, and did not get the plans or the bond, and had to pay for the material as it arrived here, and when an alteration of the conditions for carrying out the contract was sought, we thought it advisable that the contract should be cancelled.

Mr. George: Why did you have to pay for the material? You did not buy it; it was not your funeral.

The MINISTER FOR WORKS: We paid for this material because, on the advice of our officers, we were getting £13,000 worth for £3,194.

Mr. George: Prior to your having that, you were paying for the material.

The MINISTER FOR WORKS: For only a small portion.

Mr. George: Several thousand pounds' worth.

The MINISTER FOR WORKS: No, I paid for only £3,000 worth.

Mr. George: You paid amounts of £1,500, £500, £2,300 and, I think, another £1,800.

The MINISTER FOR WORKS: I am being cross-examined here more than I was before the select committee. Up to that time, we had paid only two accounts, one for some iron which was on the wharf at Melbourne, and another for material here, £500, which was to come off the price for the plans. There was 60 tons of iron on the wharf at Melbourne which we took up and which otherwise would have been sent back to the stores—iron in the meantime had gone up in price—and we were holding the invoices and had security. In view of the definite report from the Chief Architect, seeing that we were likely to escape the payment of any compensation in regard to the "Prinz Sigismund" and as we were getting £13,000 worth of material for £3,194, I maintain that we did well to get out the contract at the price. It is all very well to talk about the plans and to say that we paid for them. It is

true that Nevanas was paid £1,000 to report on the site of the works. That was a separate and distinct undertaking. He was paid 3 per cent. for drawing up the plans, which is the usual rate paid to the architects in this State. If he had supervised the erection of the works, he would have been entitled to at least another 2 per cent. The Government get 3 per cent. additional. Then he bought the material at advantageous prices; he got it before the prices advanced, and the same applies to the machinery. On the advice of our Chief Architect, who is carrying out thousands of pounds worth of work every week and who should be better able than any member of this House to value such material, we bought this material because he said at that time it would cost £13,000.

Hon. Frank Wilson: Yet he said he could not check the stuff.

The MINISTER FOR WORKS: He said nothing of the kind.

Hon. Frank Wilson: He said he had not time.

Mr. George: That is in his own letter.

The MINISTER FOR WORKS: He said nothing of the kind.

Hon. J. Mitchell: Do not be too positive.

The MINISTER FOR WORKS: I am positive of that. The Chief Architect was never tied down to time. He could have taken as long as he liked; no time was mentioned, and he came to the conclusion, after an examination of the invoices and after deducting all discounts, that the material was worth £13,000. For that £13,000 worth of material, I gave £3,194 and that is all the compensation Nevanas ever got. I maintain that the cancellation of the contract meant a gain to the State because we wanted the material and we were placed in a position of being able to immediately proceed with the works which otherwise we could not have done. The hon. member for Murray-Wellington went into the question of the management of the works, and I notice that *Hansard* records his remarks in not quite the same terms as he expressed them. As far as my memory

serves me, the hon. member said: "There is an agreement upon which, if an agreement of terms could be arranged, Nevanas would have the management." I interjected at the time: "Could there be an agreement if they had not been agreed to?" The hon. member, to support his contention that an agreement had been entered into with Nevanas for the management of the works, quoted Mr. Dunkerley. We find from Mr. Dunkerley that one of Mr. Nevanas's officers had made a statement to him (Mr. Dunkerley), and not to Nevanas himself.

Mr. George: That is right.

The MINISTER FOR WORKS: Then he quoted myself in regard to the matter. The hon. member was aware of the position, when he questioned Mr. Nevanas's solicitor on the subject on all points, that if there was one point upon which Mr. Nicholson should have been an authority, and should have had knowledge, it should have been on this one. Yet in questions 2033 and 2034 the following transpired between the Chairman of the Committee and Mr. John Nicholson:—

Have you any reason to suppose that Nevanas considered he was to have the management of those works?—I do not think he did until an agreement had been concluded.

In your opinion the whole matter is off?—I think so. I do not think Nevanas considers he has any claim at all in regard to the management.

[*The Speaker resumed the Chair.*]

Mr. George: That is right.

The MINISTER FOR WORKS: It ought to be quite sufficient for the hon. member to get a statement of this sort from Mr. Nevanas's solicitor.

Mr. Mullany: You cannot satisfy a man if he does not want to be satisfied.

The MINISTER FOR WORKS: This is the solicitor who was instrumental in drawing up the draft agreement on behalf of Nevanas, who was advising Nevanas in regard to every clause or section of that

agreement, and who tells the hon. member that there is no agreement signed. There is no agreement entered into, and yet the hon. member comes here and tries to persuade the House that an agreement is in existence.

Mr. George: I say an agreement to give him the management on terms to be agreed upon.

The Minister for Mines: An agreement to make an agreement.

Hon. Frank Wilson: The court can make you make an agreement.

The MINISTER FOR WORKS: I have at the present time in my office a draft agreement with Mr. Hedges for running a feeder line, which is being considered by Mr. Hedges, Mr. Sayer, and Mr. Munt. There is not a single member of the Ministry besides myself who has seen this draft agreement, but according to the hon. member that is an agreement which we have entered into.

Hon. Frank Wilson: No, no.

Mr. George: Nothing of the sort; that is not my argument.

The MINISTER FOR WORKS: I took good care when writing a minute to the Premier which was to go on to the Commissioner of Railways for the opinion of that gentleman—

Mr. Hudson: For once the member for Murray-Wellington appeared to be right.

The MINISTER FOR WORKS: To put down in that minute that I wished to emphasise the fact that this was a draft agreement.

Mr. George: Quite right.

The MINISTER FOR WORKS: So that in the future no one could say, as has been said in the past, that this could be termed an agreement made without any member of the Ministry seeing it. Nothing can be termed an agreement until the parties concerned have agreed to it. What is the position so far as this agreement is concerned? Wyndham is situated some considerable distance from the centre of population in the State. In my opinion it will be necessary for the proper management of the Wyndham Freezing Works that they should be handed over

to some person who thoroughly understands the meat trade.

Mr. Heitmann: Look at the Agricultural Implement Works.

The MINISTER FOR WORKS: They are entirely different.

Mr. Heitmann: I hope the Government will make a better agreement than they made in that case.

The MINISTER FOR WORKS: We have the Agricultural Implement Works under our eye, though I admit we did not make a very good job of them. The Wyndham Freezing Works, however, will be situated in a place where we cannot see them. We have the overseas trade to contend with and we must have someone in control of them who possesses a knowledge of the overseas meat trade. That being so, Nevanas did approach us as to whether he could not work them under our control, with safeguards for the protection of Western Australia in regard to meat supply, and submitted a draft agreement. That draft agreement was considered by the members of the Ministry in conjunction with Mr. Sayer, and certain alterations were suggested. Mr. Sayer took it away with a view to making another draft agreement for further consideration. From that time up to the present I have never set eyes on that second draft agreement.

Mr. George: Mr. Sayer gives very different evidence.

The MINISTER FOR WORKS: We are not afraid of any person knowing what we do in Cabinet, because everything we do there is fair and above board. After we discussed this draft agreement we decided that as the Premier was visiting the Eastern States he could make inquiries over there from the South Australian Government, or any other persons who knew anything about the financial position and the methods that should be employed for turning out the works on the most payable basis, and that nothing further was to be done until the Premier's return. But hon. members know that immediately the Premier reached Melbourne

he was taken ill, and nothing was done in regard to the matter.

Mr. George: Exactly.

The MINISTER FOR WORKS: And yet the hon. member comes here and says that he has Mr. Dunkerley's evidence that Mr. Nevanas's secretary told him so and so! He disputes my words, and practically goes as far as to suggest that what we say is a lie.

Mr. George: I have not done so.

The MINISTER FOR WORKS: We had Mr. Nicholson's statement that no agreement was entered into, and that he was of opinion that Mr. Nevanas had not entered into an agreement. Notwithstanding this the hon. member tries to persuade the House that there is an agreement.

The Minister for Mines: The motion says there is an agreement.

Mr. George: I could only go by what is on the file. There is an agreement on the file.

The Minister for Mines: The motion says an agreement was made.

The MINISTER FOR WORKS: There has been no agreement entered into.

The Minister for Mines: I say there is no agreement. There is nothing on the file to justify the wording of the motion.

The MINISTER FOR WORKS: There has been no agreement entered into with Nevanas or anyone else for the management of the works, but there was a draft agreement under consideration which, as the hon. member says, was not consummated.

Mr. George: It was signed by Mr. Scaddan and Nevanas. Look at the file.

The MINISTER FOR WORKS: There was no agreement in regard to Nevanas. The hon. member was quite right in saying that there was an agreement upon which, if an agreement as to terms could be arranged, Nevanas would have the management, but an agreement as to terms was never arranged, and consequently Nevanas did not have the management.

Mr. George: That is not so.

The MINISTER FOR WORKS: I took this remark down word for word as the hon. member uttered it.

Mr. George: I said there was an agreement to give him the management the terms of which were to be agreed upon.

The Minister for Mines: The motion says there is an agreement.

The MINISTER FOR WORKS: I will admit that it is not in *Hansard*, but we know that there is a possibility sometimes of reviewing ourselves. I am not going to say that the hon. member's speech has been altered.

Mr. George: On a point of order. If *Hansard* has the revised report of my speech I ask that it should be produced.

Mr. SPEAKER: What is the point of order?

Mr. George: The Minister for Works has made the assertion that we know that speeches can be revised, and he is suggesting that I have so revised my speech as to make use of words different to those which I delivered. I ask that the original draft of my speech should be produced.

Mr. SPEAKER: The hon. member is not stating any point of order, therefore I am unable to determine what it is. The only point of order concerned on this occasion is found under Standing Order 136, which states that no hon. member shall interrupt another hon. member while speaking.

Mr. George: I did not rise to that point of order. The Minister for Works in speaking suggested that my speech as reported by *Hansard* has been so altered as to convey a meaning different from that which I did convey. I am satisfied that the hon. gentleman does not wish to say anything unfair, but he is asking the House to draw that inference. I desire that *Hansard* should be requested to produce the revised speech.

Mr. SPEAKER: I cannot ask *Hansard* to do that.

Mr. Hudson: We have heard enough from the hon. member without having this done.

The MINISTER FOR WORKS: I took down the words at the time. Any-

way, I will say that I am wrong and that *Hansard* is right.

Mr. George: I am not aware of having made any alterations.

The MINISTER FOR WORKS: The hon. member has admitted at any rate that it was a draft agreement, and was not an agreement at all. I think that clears the Government.

Mr. George: I have never said there was a draft agreement.

The MINISTER FOR WORKS: I say there is no agreement in connection with the management of the works. There is one matter which I had thought of leaving to the Minister for Lands, but have decided not to allow the occasion to go by without making a reference to it. I am speaking of the two letters which the hon. member had so much to say about when dealing with the motion, namely, the letters of the 26th and 27th March, which Nevanas says he handed to the Minister for Lands (Hon. W. D. Johnson) and which the Minister for Lands states he never saw. On the first occasion when Nevanas drew my attention to these letters I went thoroughly into the matter. Not only did the Minister for Lands look all over the office for the purpose of ascertaining if possible the whereabouts of these letters, but questioned very closely his clerks in regard to the matter. The position was that no such letters could be found. Later on Mr. Nevanas again referred me to these letters. My impression was that they did not exist, but he said, "I will send you a copy of them." This he did. I am not for one moment going to say that Nevanas did not write these letters. We have Mr. Nicholson's evidence that he saw one of them. These letters were written on a Saturday. Is it not possible that Mr. Nevanas neglected to deliver them?

Mr. George: One was written on a Friday and the other on a Saturday.

The MINISTER FOR WORKS: Even if one of the letters was written on a Friday is it not possible that he neglected to deliver it? There is no evidence anywhere even from Mr. Nevanas

himself, so far as I am concerned, at any rate, when I discussed the matter with him that this contract was ever accepted until such time as Cabinet had dealt with it. Hon. members know that I was out of the State. I questioned Mr. Nevanas and said, "I cannot understand you ordering the stuff until a contract was properly fixed up." He replied, "Mr. Johnson told me verbally." I am not accusing Mr. Nevanas of fraud, as the hon. member states it would be if these letters were not sent in, because I maintain that it is possible that Mr. Nevanas was under the impression after consultation with the officers that he was likely to get the job on account of the price, and that as he was leaving the State he had written the letters but neglected to hand them in.

Mr. George: He does not say so in his telegram from New Zealand.

The MINISTER FOR WORKS: I questioned Mr. Munt about this. It appears that at one time Mr. Nevanas says he handed one letter in and sent the other. Now he says he handed both letters in. I maintain that there was a misunderstanding so far as these letters are concerned. There is a possibility that Nevanas intended either to send in or hand over the letters, but that he failed to take either course. How often has almost everyone of us had letters to post or deliver and forgotten to do so? Mr. Nevanas must have heard from the officers of the acceptance of the tender, and being about to leave the State he must have written the first letter. There was to be a Cabinet meeting on the Saturday, and probably Mr. Nevanas thought that the matter would be fixed up in Cabinet. It was not.

Mr. George: Did he leave the State?

The MINISTER FOR WORKS: No, I do not think he did. He stayed here, having missed the boat. This shows there was a possibility of his having written those letters with the intention of sending them in.

Mr. Heitmann: Why did he address the letters to Mr. Johnson?

The MINISTER FOR WORKS: Because Mr. Johnson, at this time, was

acting on my behalf, I being out of the State. I am certainly of opinion that the construction to be placed on those letters is that Mr. Nevanas has made an error. No doubt his intention was to deliver the first letter immediately he was notified of the acceptance of his tender by Cabinet. Similarly, his intention no doubt was to deliver the second letter when he found that Cabinet had not dealt with the matter. He wrote those letters, having placed himself in the position of ordering material when he was under the impression, derived from the departmental officers, that he had got the job. I cannot for the life of me think that any letter would be delivered at the office of a Government department without the under secretary, or someone, knowing of it.

Mr. George: How do you explain the contract for the pipes?

The MINISTER FOR WORKS: That is easily explained. I do not wish to discuss the management of the State Implementation Works just now, but if the hon. member knew the system then obtaining at the works he would not require further explanations. I do believe, however, that the late manager of the implement works merely intended to give Mr. Nevanas a quotation. Mr. Nevanas, however, being a very clever business man, accepted the quotation immediately it was given. The letter regarding the pipes, of a few days later, showed clearly that Mr. Davies intended merely to give a quotation.

Mr. George: He did not say that.

The MINISTER FOR WORKS: The hon. member should read the letter. Only a few days later Mr. Davies wrote that if the Water Supply Department were to test the pipes, he would want 10s. a ton more. He also stated that he had made an error, and that if the price of material went up he would want a corresponding increase. All this shows that the late manager of the implement works intended merely to give a quote.

Mr. George: But he ordered 1,000 tons of pig iron to make the pipes.

The MINISTER FOR WORKS: That did not come until afterwards.

Mr. Willmott: Two days afterwards.

The MINISTER FOR WORKS: He wired to Sydney about it. I have not seen the papers dealing with the ordering of the pig iron since they went to the select committee. Mr. Munt, when his attention was drawn to the matter, drew his Minister's attention to it; and the Minister then said, "Take no action until Mr. Davies has seen me."

Mr. George: Oh, no!

The MINISTER FOR WORKS: Let the hon. member read the papers and see. I can only admit that the Government have departed from the usual system in letting the work. The Government let the work by private contract instead of calling for tenders publicly. Possibly there might be some reason, or some justification, for condemning the Government on the score of such an action. I do not say for one moment that I believe in entering into private contracts as a general principle. I do not think there is any member on this side of the House who agrees with the system of private contracts. But when the Government had their responsible officers—and several of them at that—saying clearly and distinctly, "It is impossible for us to carry out the work at the price submitted by this person, and we recommend you to accept his offer," when the Government saw a possibility of saving the State £50,000, were not the Government justified in entering into this private arrangement?

Mr. Heitmann: That saving of £50,000 is an absolute bogey, and you know it.

The MINISTER FOR WORKS: I do not know anything of the kind. It is all very well for hon. members now—when we have found that things did not turn out as anticipated, that the work could not be proceeded with, that the position was not what we expected so far as the contractor is concerned—with all these things before our eyes, to say, "You might have acted differently." I for one am sorry that the work is not being carried out for a price of £155,000. The saving to the country would be not

only £50,000, but nearer £80,000, as against what the work is going to cost.

Mr. Heitmann: But you did not test whether you were going to save money by this arrangement or not. The fact that another man was prepared to do the work for £18,000 less than the Government were to pay Nevanas shows that you did not test the position.

The MINISTER FOR WORKS: By my address I have been endeavouring to answer the very question the hon. member is now asking, and repetition is not allowed. I have already explained that Nevanas's contract with Dunkerley was under certain conditions. Freight was not to exceed £7,000 in Dunkerley's case. Again, Dunkerley was to receive a bonus of £7,000 if the work was completed within a certain time. All these things have to be taken into consideration. No doubt, anyone can be wise after the event. The position clearly is that if the Government have done wrong in letting a private contract, they have done wrong because they endeavoured to save the country a sum of at least £50,000. It is true that the letting of this private contract is against the principles of the Labour party. Undoubtedly, all systems of contract are against the principles of the party; not only private contracts, but public contracts also. I do contend, however, that seeing the remoteness of Wyndham, seeing the difficulties to be contended with, seeing that there could not be the same supervision as if the work were being done near at hand, seeing that the Government have to rely almost entirely on the subordinate officers sent to Wyndham to carry out the work, it would be far better, in the interests of the State, that this particular work should be carried out by contract. That is my honest opinion.

Mr. Heitmann: I believe that, too.

The MINISTER FOR WORKS: That being so, I maintain that the Government, relying on the advice of their officers, were at the time fully justified in making this endeavour to save the country a large sum of money. I can only come back to the words I used at the opening of my re-

marks. In moving his motion the member for Murray-Wellington said—

Following through the files, it would be found that Ministers, in their anxiety to carry out what they considered would be a good thing for the State, tried to push the negotiations through as quickly as possible.

And then the hon. member went on to say he was not going to find fault with Ministers for having done so. The whole position is one of party instead of one of principle. To my mind there is no doubt that, had hon. members opposite been in power, they would have jumped at the offer which the present Government accepted; and there are very few persons in the State who would have blamed those hon. members for doing so. To my mind there is no doubt that the attack which has been made on Ministers over this transaction has been a purely personal one. I am not referring, in this connection, to the member for Murray-Wellington. The attack which has been made on my colleagues is the result of personal animosity, and it did not originate with this Wyndham business.

Mr. George: Whom are you charging with this?

The MINISTER FOR WORKS: I have said that I do not refer to the member for Murray-Wellington. But certain members of the select committee were looking for something behind the scenes. They thought that some Minister, or Ministers, had reaped pecuniary benefit from the letting of this contract. Why, it must have been almost a pleasure—I should have enjoyed it almost as much as going to the theatre—to see their eyes glozing when Mr. J. C. Davies sent Mr. Courthope before the committee. How their blood would tingle when they thought they at last had something that they could lay against the Government! It has been alleged broadcast through Perth that Ministers are dishonest, that Ministers are robbing the State day after day.

Mr. George: Are you charging that against the select committee?

The MINISTER FOR WORKS: No. But I cannot get it out of my thoughts that those statements which have been made in the tramcars and in the public streets—statements which Mr. John Nicholson termed slanderous and disgraceful—must have impressed it on some members of the select committee that there might be something at the back of those statements. Those members went on delving down and down, time after time, deeper and deeper and deeper, trying to find something which did not exist, and which therefore they were unable to find.

Mr. George: Then you ought to be thankful.

The MINISTER FOR WORKS: We were not afraid of the inquiry.

Mr. Bolton: But the member for Murray-Wellington is disappointed.

The MINISTER FOR WORKS: Those members found, on going through the evidence, that there was nothing to condemn the Government for. The members of the select committee say, "We cannot find anything from all the evidence which has been given, for which to condemn the Government; we cannot find one iota." But any stick is good enough to beat a dog with. The member for Murray-Wellington started his condemnation of the Government by saying "I am not going to find fault with them; what they have done is what they considered in the best interests of the country." That is the way in which the motion has been brought forward for the purpose of trying to condemn Ministers, not only as public men but also as to their personal honesty. It is sought to show that those Ministers are unfit to sit as representatives of the people in this House. I say it was the bounden duty of every member of the select committee at the time Courthope's evidence was put before them to have the accusers themselves brought forward to give evidence. Courthope never said one word as to any dishonest practices on the part of the Government.

Mr. George: What he stated was correct.

The MINISTER FOR WORKS: J. C. Davies goes to a lawyer. He shelters

himself behind a lawyer, a lawyer who had been written to previously by the Premier and asked to repeat a certain statement publicly, so as to afford the Premier an opportunity of showing to the people of this State, through the law courts of this State, that he had not stooped to any dishonesty, that all his transactions were thoroughly fair and above board and open to the eyes of all men in the State. That being so, there was thrown out in the speech the other day the business about the pianola. What has been the effect of that? The hon. member said there had been some question of a pianola, as to which the select committee were pleased to say that the matter was fair and square and above board.

Mr. George: Did I refer to the pianola?

The MINISTER FOR WORKS: Yes.

Mr. George: Not in my speech.

The MINISTER FOR WORKS: In making such statements, one cannot convince the general public that such things did not take place. With all due respect to my friends opposite, whether this Ministry leave the Treasury bench or not, whether we cross to the opposite side or not, I say that no body of men in the Parliamentary history of Western Australia would go out freer or purer than the present occupants of the Treasury bench.

Mr. George: Hear, hear!

The MINISTER FOR WORKS: There is not one charge of any description that hon. members can make against the personal character of the members of the Ministry. I challenge anyone, outside as well as inside the House, to do so. We have endeavoured on more than one occasion to try and get at those slanderers who are not fit to live in Western Australia; we have tried to induce them to make their accusations openly, so that we might be able to show clearly and conclusively to the people of the State who is right and who is wrong. I regret that those statements should have been made, and I regret exceedingly that notice should have been taken of a legal gentleman in the manner which the select committee did. I want to compliment

Mr. Nicholson on the evidence he gave in this connection. There is no doubt in my mind that if Mr. Nicholson had not been in possession of the information he had, the word of the Premier would not have been believed, and the whole thing would have resolved itself into an accusation of dishonesty scattered broadcast. Fortunately, however, we were able to get evidence outside of the Ministry, and whether the members of the committee wanted to believe it or not, they had to believe it. In conclusion, I wish to state that the motion moved by the hon. member is not correct, that portion of it about the agreement entered into with Mr. Nevanas is not true, and consequently hon. members cannot condemn the Government for entering into an arrangement which is not in existence. I hope that in the future hon. members, when dealing with questions of this kind, will do everything in their power to protect as far as possible the personal character of those who fill Ministerial seats.

Mr. WILLMOTT (Nelson) [5.50]: I regret that the Minister, who this afternoon has pleaded so well for the Government with which he is connected, should have concluded an otherwise fine address by making an attack upon the select committee. Mr. Courthope accused me of having knowledge of bribery and corruption on the part of certain Ministers of the Crown, and he wrote me and stated that I was wilfully withholding it from the select committee. Was I to sit down under an accusation of that kind? Would I have done right? I think not. I handed that letter over to the chairman of the select committee and requested that Mr. Courthope should be called to give evidence, and either prove the charges contained in his letter or show that he was a man unworthy of credence. Now we are accused of having endeavoured to find some dirt to be able to throw at Ministers. Nothing of the sort.

The Minister for Works: I did not say that.

Mr. WILLMOTT: I am pleased indeed to think that we did not find one atom of dirt, and not one sign of bribery or corruption. There was nothing what-

ever that we could hang such an idea on. I am proud indeed that that was so, not only for the sake of Ministers, but for the sake of Parliament and Western Australia.

Mr. McDowall: Then why this motion?

Mr. WILLMOTT: I feel very sore indeed at such an aspersion being cast. With regard to the motion before the House, I knew nothing about it coming forward. I had no idea that it was to be moved.

Mr. Bolton: They soon coerced you to support it.

Mr. WILLMOTT: I cannot help the fact that the Premier chose to regard it as a motion of want of confidence. I do not intend to dilate upon the Nevanas matter. We have had it thoroughly well thrashed out. For weeks I sat upon it, and I shall be glad when the matter is definitely settled. I must, however, refer to one or two matters. If the Minister for Works is right in regard to the water supply, then certain evidence was withheld from the select committee. Why was that evidence withheld? That is the point. We were there to get all the evidence we could, and we were told that every file, every plan, and everything in connection with the matter was placed before us. Now we learn that certain evidence the Minister had, and knew of all the time, was not there. Take the letters of the 26th and 27th March, which Mr. Nevanas, in a telegram, stated he delivered personally. If Mr. Nicholson is a man of probity and honour, and I believe he is, and the Minister for Works says he believes him to be, then how can people say that these letters were never delivered or were never written, when Mr. Nicholson says that he saw them?

Mr. B. J. Stubbs: Delivered?

The Minister for Lands: No one said they were not written.

Mr. WILLMOTT: Mr. Nicholson told the committee that he was absolutely positive about one, but not positive about the other.

The Minister for Lands: I have asked Mr. Nicholson since then whether they were typewritten or handwritten, and he

told me he did not know. The committee might have asked that question.

Mr. Bolton: They did not want to ask such questions.

Mr. WILLMOTT: There is a matter I would like to touch upon in Mr. Nicholson's evidence. He states in one place after being asked whether Mr. Nevanas was anticipating events by ordering material—

I remember reading of it in the paper at the time particulars of the file were published. If the contract was not actually accepted until the 9th April, Mr. Nevanas would have been anticipating things, but he may have felt that he was justified in doing so. My recollection is that at that time he had the contract.

I am not going to dwell upon that. Hon. members can read the evidence and form their own conclusions. With regard to the payment of 3 per cent., if Mr. Nevanas had no trouble in obtaining boats from the Adelaide Steamship Co. to carry his freight to Wyndham, why was evidence tendered to the committee to this effect, that when dealing with Nevanas's claim for £9,000 the fact that the boat, the "N2," had been taken away from him, weighed with the department all the time?

Hon. Frank Wilson: Whose evidence was that?

Mr. WILLMOTT: Mr. Beasley's. That was at the back of his mind all the time. We find that Mr. Beasley stated that in his opinion the taking away of the "N2" from Mr. Nevanas weighed with him so much that it had a great effect on the amount that should be paid to Mr. Nevanas. But what does the Minister for Works say? He stated that Mr. Nevanas could have obtained the boat from the Adelaide Steamship Co., the "Allinga," to take his freight to Wyndham. If that is the case, then there has been no justification whatever for this extra money being paid. It knocks them clean out of court. Just a few words in regard to the pipe contract made by Mr. Davies with Mr. Nevanas. What an extraordinary contract that was! Shall I say it was a heads I win tails you lose

sort of contract? Who was Mr. Davies representing? Was he representing the State or Mr. Nevanas?

Mr. Mullany: He was looking for something.

Mr. Foley: I think he was paid a bit to nothing.

Mr. WILLMOTT: I hope hon. members will not say such a thing about anyone. It is not possible to throw pitch about without some of it sticking. I would not think of accusing Ministers without evidence, and the people who said they had the greatest amount of evidence failed to produce it when called upon to do so. The famous contract to which I was referring provided that if the freight went up the Government would get no benefit, but if it went down Mr. Nevanas would get the benefit.

The Minister for Works: Who did that?

Mr. WILLMOTT: Mr. Davies did it. Who was Mr. Davies representing? Mr. Davies in his evidence was most emphatic, and if hon. members will study that evidence they will see that he was very clear.

Mr. B. J. Stubbs: I never read anything more involved.

Mr. WILLMOTT: In my opinion his evidence was very clear. He received instructions from Mr. Johnson to call on Nevanas in regard to pipes.

The Minister for Lands: And was not my evidence clear on that point?

Mr. WILLMOTT: What Mr. Davies stated was absolutely denied by the Minister.

The Minister for Lands: Was my evidence clear?

Mr. WILLMOTT: The Minister's denial was that he had no recollection of so doing.

The Minister for Lands: I denied it absolutely. Is that not definite?

Mr. WILLMOTT: It remains for the House to say whom they are going to believe, whether they will believe Mr. Davies or the Minister, or whether they will believe Mr. Nevanas or the Minister.

Mr. Foley: You were not too clear yourself when you started to criticise the Minister first.

Mr. WILLMOTT: I heard the Minister's speech.

Mr. Foley: You are right out on party lines. You will have to fight now.

Mr. WILLMOTT: I am troubled very little by party lines.

Mr. Foley: Yes, you have had the white flag up all the session.

Mr. WILLMOTT: If the Premier chooses to accept this motion as one of want of confidence, that is his look out.

Mr. McDowall: What else could he do?

The Minister for Lands: You were consulted about it.

Mr. WILLMOTT: Hon. members will have to judge whether he was right or whether he was wrong.

Mr. Bolton: You were consulted.

Mr. WILLMOTT: That is absolutely untrue. I was not consulted.

Mr. Foley: Some of your party were.

Mr. SPEAKER: Order! The hon. member cannot use the word "untrue."

Mr. WILLMOTT: Have I no protection at all?

Mr. SPEAKER: The hon. member must not question my directions, otherwise he will have no protection at all. The hon. member's vocabulary will enable him to find some other word.

Mr. WILLMOTT: Well, I will withdraw, and say the interjection is absolutely incorrect, and that I am sorry I am not allowed to use a stronger expression, more fitting to the occasion.

Mr. Foley: Some of your party were in conference with them.

Mr. WILLMOTT: None of the party knew anything about it. To me it came as a bolt from the blue.

Mr. Bolton: Knew nothing about the motion?

Mr. WILLMOTT: Absolutely no, not a single member of the party. I was rising to speak when the Premier asked, across the House, "Are you going to second it?" I knew nothing about it.

Mr. Foley: Some of your party did.

Mr. WILLMOTT: The hon. member has suffered from bad health lately and

perhaps he is not altogether accountable for his interjections. When Mr. Angwin took over the reins a change came o'er the scene. He was not content to send telephone messages or give verbal instructions; he wanted definite information at every step he took, and he would not budge until he got it. We find also that when the name of the Minister for Mines appears on the file he, too, wanted to know many things; he said he was not contented with the information he had before him, and he wanted to know more about this or that. Such a change came over the whole business as to forcibly strike any unbiassed mind. When I went on the select committee I was absolutely unbiassed. When speaking on the question of the appointment of the committee, I said the one thing we required to find out was as to whether there had been anything unclean. I am pleased to say that nothing of the sort was found. It is all very well for the Minister for Works to say that the purchase of the pianola by the Premier should not have been brought up; but it had to be brought up on the evidence tendered to us. Nobody was more pleased than I when the Premier brought conclusive evidence to show that he had paid for the pianola. Whether it was wise for him to buy a pianola through Nevanas is a question for himself, but I am pleased to say that nothing in the nature of bribery was disclosed to the committee.

The Premier: The man who brought the matter up has been fair enough to do the amende honorable, and has written to me expressing regret.

Mr. WILLMOTT: I am pleased to hear it. Men should be very careful before making accusations of that nature, unless, indeed, they have something to substantiate their charges. In conclusion I desire to say that I intend to support the motion.

Hon. FRANK WILSON (Sussex) [6.4]: Most of us have listened very patiently to the three hours' oration by the Minister for Works. I am not quite sure whether we got very much satisfaction from the long dissertation he in-

dulged in. He took about an hour and a half in describing plans and arguing with the member for Murray-Wellington (Mr. George) as to whether 3 per cent. or a lesser sum or nothing at all should have been paid for those plans. At the finish of his remarks the hon. gentleman waxed angry when referring to the pianola incident which the member for Nelson (Mr. Willmott) has just mentioned. The Minister wound up by declaring that the motion moved by the member for Murray-Wellington was incorrect, and he further protested against the characters of Ministers being attacked in any shape or form. I do not know that it has ever been the habit of members of the Opposition to indulge in attacking the personal characters of Ministers. I do not know that the integrity of Ministers has ever been challenged, and I think we can debate this no-confidence motion, as it has become, without descending to tactics of that nature. I have a painful recollection of very different treatment being meted out to me on a similar occasion; but that would not excuse one in formulating charges of corruption or bribery, even if an injudicious act has been perpetrated by the Premier in having a private transaction with a gentleman who was about to be connected with him in his public capacity. I think even now, the way things have gone, it was rather injudicious, and that the Premier would prefer that he had not had that transaction.

Mr. Foley: Why discuss the personal matter if you do not believe in personalities?

Hon. FRANK WILSON: It is gratifying to hear from the Premier that he has received an apology from the gentleman who made the charge. I hope that apology will be published; it is the least that can be done. If a charge has been made or even referred to, and subsequently withdrawn and apologised for, the withdrawal and apology should be given the same publicity as attended the making of the charge. The hon. member who interjected asked, "Why discuss it?" Because it is in the evidence, and it is of no use trying to hide up a matter

of the sort. It is in the interests of the Premier and of every one concerned that it should be ventilated fully, once it has been mentioned. I desire to touch upon two or three items mentioned by the Minister for Works. The Minister took strong exception to an interjection to the effect that the Chief Architect has been unable to check the accounts for materials. In order that it may not be forgotten, I desire to draw attention to a quotation embodied in paragraph 11 of the committee's report. That quotation is from a letter written by Mr. Beasley, and runs as follows:—

I wish to make it quite clear to the committee that I could only use my best judgment with the material and information before me. To have scrutinised and checked every item of all those accounts would have meant that I could not have made a recommendation within three or four months.

The Minister for Lands: Why did he not report that to his Minister?

Hon. FRANK WILSON: I do not know; it is a question between the Minister and Mr. Beasley.

The Minister for Lands: If the Minister calls for a report and gets it, it is all he knows about it.

Hon. FRANK WILSON: The Minister should know that the officer could not do it. The Minister cannot shelter himself behind the neglect, if any there has been, of his officer.

The Minister for Lands: There has been no neglect.

Hon. FRANK WILSON: I am not suggesting it; I am merely taking exception to the indignant denial by the Minister for Works, when it was said by interjection that the accounts had not been checked. When asked if the accounts for the materials were correct, the reply by the Minister was that they had been checked. But it is conclusively seen that they were not checked, and could not have been within reasonable time. The Chief Architect admitted that.

Mr. McDowall: He does not cast any doubt on the accuracy of the vouchers; he simply says he could not take stock.

Hon. FRANK WILSON: Of necessity it shows that a statement had been arrived at without proof of the accuracy of the vouchers. Then there was another point the Minister enlarged upon: He said the plans for the water supply, produced by the member for Murray-Wellington, were only a portion of the general plans, and that the hon. member was not acting quite fairly in referring to them as he did. I defy any hon. member, with any knowledge of plans, to look at those for the proposed water supply and tell the House that they are worthy of any acceptance whatever. I would not give a £5 note for them, let alone the £1,500 paid, according to the report of the committee. The Minister went on to admit that he thought no material should have been purchased by Nevanas on account of this contract. Yet we had the admission, in his next breath, that he himself paid for some of the material. If the Minister thought it was wrong to have the material ordered, why did he pay for it? It is not a question of amount, but of principle. Then for a considerable time the Minister enlarged on the evidence of Mr. Nicholson, the solicitor for Mr. Nevanas. At a rough estimate, it took him half an hour to establish Nevanas's character and to eulogise the firm of which Nevanas is the head. With all due respect to Mr. Nicholson, or any other gentleman occupying his high position, I would suggest that when he becomes solicitor for Mr. Nevanas it stands to reason he is not going to deery his client's reputation and character; and while we would give all credence to the honesty of his evidence—I do not believe it is in Mr. Nicholson to tell a lie—yet we must also give heed to the glamour of the surroundings, to the fact that Mr. Nevanas was Mr. Nicholson's client, and that Mr. Nicholson was there as solicitor to that gentleman.

The Premier: That is not very charitable to Mr. Nicholson.

Sitting suspended from 6.15 to 7.30 p.m.

Hon. FRANK WILSON: Before tea I had referred to several remarks made by

the Minister for Works during his lengthy speech, and had shown that he was in error in the attitude he took up and the conclusions he drew. I want now to get away from that aspect of the question and devote myself to the motion itself, to which exception has been taken by the Minister for Works. The motion is very explicit in its condemnation. It states that the House views with grave concern the action of the Government in entering into a private or, if I may so term it, a secret agreement and it goes on to say we are of opinion that the evidence discloses throughout the negotiations, the contract, and the subsequent cancellation, a state of affairs which is subversive of the principles of sound government. I cannot conceive that any exception can fairly be taken to the wording of the motion. That we have grave concern over the action of any Government who adopt as their policy the entering into private arrangements of any description for works of this magnitude must be obvious to all, and certainly it was so to certain hon. members who were not afraid to voice their opinions in this House a short time since, notwithstanding that they are supporters of the Government who are charged with this breach of faith. The member for Geraldton (Mr. Heitmann) on one occasion said that if we are going to adopt a policy of accepting tenders without calling publicly for them it will lead to a pretty bad state of affairs in Western Australia. Surely that must appeal to all members and, it cannot be gainsaid for one moment. The member for Mt. Margaret (Mr. Taylor) said on the same occasion—"This party is pledged against contracts and this was a secret contract. No man living can support a secret contract; it cannot be supported under any circumstances." Now the Minister for Works would have us believe there were such exceptional circumstances surrounding the action of the Government on this occasion that justified them in departing from their fixed policy as enunciated by those hon. members on that occasion. I want to remind the House that the re-

port of the select committee, who represented both sides of this Chamber, was a unanimous report.

Hon. R. H. Underwood (Honorary Minister): You could not have any other.

Hon. FRANK WILSON: And therefore it must of necessity carry with it a greater amount of conviction than if the committee had been divided.

Hon. R. H. Underwood (Honorary Minister): The committee were divided.

Hon. FRANK WILSON: I do not want the Honorary Minister's interjections.

Hon. R. H. Underwood (Honorary Minister): I do not want you to make mis-statements.

Hon. FRANK WILSON: The Honorary Minister must learn to contain himself; he will have an opportunity to speak later on. For the reason that the report was unanimous, it must carry a greater amount of conviction to the minds of hon. members.

Hon. R. H. Underwood (Honorary Minister): It would if it were correct.

Hon. FRANK WILSON: Then the Honorary Minister charges the members from his side of the House who sat upon the committee with giving a false report?

Hon. R. H. Underwood (Honorary Minister): You cannot get any other.

Hon. FRANK WILSON: The report is couched in temperate language. Those who have taken the trouble to read it and, as I have done since the House adjourned last week, have read the evidence from beginning to end, must admit that the report itself could have been drawn up in much stronger language had the committee so desired. They had the justification for it.

Mr. Mullany: If it had been, there would have been serious objection by other members of the committee.

Hon. FRANK WILSON: The hon. member can make his statement in due course.

Hon. R. H. Underwood (Honorary Minister): There is no necessity for you to make the statement.

Hon. FRANK WILSON: Who has the floor, Sir? Have I the right to speak or must I allow the Honorary Minister to make a speech? The report is couched in temperate language, and perhaps the Honorary Minister will bear that in mind before he rushes into the breach. It is undoubted that we must have grave concern when a sound principle of government has been departed from. We might be able, after due explanation is given and evidence brought forward, to condone a departure if the evidence is sufficient, but in this case apparently, the evidence was not sufficient so far as the select committee were concerned, and there were three members from the Government side of the House sitting on the committee. Private individuals or firms are at liberty always to act as they like. They can make bargains as they deem fit in their own interests because they alone suffer if those bargains or contracts prove to be detrimental to their interests. But the Government in charge of the affairs of the State are practically the trustees of public funds, and they cannot conduct the State's business on the same lines as a private individual might be justified in conducting his own transactions. Publicity is absolutely necessary, and the calling of public tenders is essential if we are to have that clean administration which hon. members all claim we in Western Australia have and which we should have.

Mr. Heitmann: Your Government did not give too much publicity to the purchase of the Avondale Estate until it was fixed up.

Hon. FRANK WILSON: The purchase of the Avondale Estate, as the hon. member knows, was authorised by the Agricultural Lands Purchase Act, and the purchase was made under the terms and conditions of an Act of this Parliament. This contract for freezing works at Wyndham was not entered into under any such circumstances. If we depart from a principle of this description which the hon. member himself has denounced, the honour of the Government, nay of Parliament itself, is liable to become besmirched,

and the Minister for Lands cannot complain if wrong constructions are put upon the Government's actions by the unthinking public outside of this Chamber. There are only two ways of handling works of this magnitude so far as the Government are concerned, that is either by calling public tenders or by carrying out the work departmentally under their own officers.

Mr. McDowall: They are doing it departmentally now.

Hon. FRANK WILSON: If we are going to do away with all calling of tenders and make private arrangements, then we might as well dissolve the Tender Board and to a very large extent we can do away with Parliament, because Parliament will have no control over the actions of the Government or the expenditure of public moneys under such circumstances. It is undoubted that the establishment of freezing works in the northern portion of this State, more especially at Wyndham, is essential. No one has any quarrel with the Government on that point. We might in passing cast some doubt as to whether works of the size which are projected are required at Wyndham, but still the principle itself is sound. It has been part of the policy of all Governments of this State—at least it was of the late Liberal Government—and within the last 12 months it has become part of the policy of the present Government. Of course the Ministers' present enthusiasm for freezing works—more especially the Minister for Lands—is in strong contrast to the attitude he took up some four years ago when he opposed such works and when his wholesale condemnation conveyed in a report to Cabinet was accepted by Cabinet as part of their policy, a condemnation which I am sorry to think was on that occasion based more on political grounds and for political party purposes than on any consideration for the well-being of the people of this State.

The Minister for Lands: Very ungenerous, and you know it to be absolutely incorrect.

Hon. FRANK WILSON: It is not ungenerous and I know it to be correct. On many occasions I have drawn attention in no measured terms to the wording of that report, to the absurdity of the recommendations contained in it and to the obvious insincerity of the report. Now it is pleaded that urgency is the cause of the mess into which the Government have fallen; urgency is pleaded in extenuation of the action of the Government, the action they took firstly in negotiating with Nevanas for the erection of works, secondly, in appointing him as their consulting engineer, thirdly, in allowing him to develop into a contractor and ultimately in fixing up a contract with him, and eventually I suppose urgency is also pleaded as a justification for the cancellation of the contract. The negotiations were opened with the present Minister for Lands nearly 18 months ago—in May 1914. That gentleman's influence is strongly in evidence through the transactions recorded in the files and the inquiry reported on by the select committee; it is strongly in evidence right throughout the transactions in connection with this unfortunate episode. How can urgency be pleaded when the whole question has been a matter of negotiation with the Government and especially with the Minister for Lands during the past 12 or 14 months at least. The business acumen of Mr. Nevanas is apparent throughout the transactions, and his business acumen must go as being absolutely undoubted. He seems to do what he likes. Ministers were like clay in the potter's hands. Mr. Nevanas could fashion them whichever way he wished in the negotiations, as evidenced throughout the inquiry, the report of which would be excellent reading if it were not that the matter was so serious from the point of view of the progress of the State. I commend the report of that evidence to anyone who has not yet taken the trouble to read it carefully. Let us look at the question as to how this matter of extreme urgency was dealt with by Ministers. The committee report and their

report shows that in May, 1914, Mr. Nevanas proposed to erect freezing works on his own account. The Minister for Works has admitted that in his speech this afternoon. Mr. Nevanas was to form a company with a capital of £150,000, so the files show. He claimed a bonus on all cattle treated for 10 years. He was modest in his demands, because he only asked for 6s. per head up to 25,000 head of cattle for the first five years, and 5s. per head on 25,000 head of cattle for the second five years, and 1s. per head reduction for all cattle over 25,000. The offer, it is true, was refused. One cannot take any exception to the refusal of an offer of that description. Later on it will be seen how Mr. Nevanas hoodwinked the Government to some extent into accepting his proposal that they should erect works on their own account, when he reported and declared that it was a most profitable commercial venture, which was in strong contrast to his demand for a bonus for all cattle he himself proposed to treat if the works had been erected on his own account. Shortly after, an agreement was entered into for Nevanas to report. His suggestion was accepted, that he should be paid £1,000 for the report. He visited Wyndham and he did report. The report was discussed by the Minister with some departmental officers in October of last year. In passing, I might remind the House that Mr. Cairns, who undoubtedly has had some lengthy experience in connection with freezing works, and who has been in the employment of the State Government for quite a long time in Western Australia—though Ministers have attempted to belittle that gentleman's experience—complained that the report of Mr. Nevanas consisted mainly of what had already appeared on the departmental files. I think this is to a very great extent borne out by the evidence which the select committee took in connection with the matter. The war broke out, and there was more urgency, one would imagine, than ever for the Minister and the Government to move and come to some decision, more especially as the Minister himself has pointed

out that on account of the war there is likely to be a shortage of meat. We were told that meat was becoming short in America, a country which has exported perhaps more meat than any other country on the face of the globe. Meat was becoming scarce, and the Minister for Lands told us that America was importing. This was known to him in October of last year. The matter was therefore more urgent than ever, and yet Ministers allowed this momentous question, which at this time they had become enthusiastic over, to lie dormant, and nothing was done until the 4th January following. Three months went by and no action was taken. At that time the Minister for Lands reopened the matter. He had a conference with the two public officers, Messrs. Tindale and Babbington. The result of that conference was, after the Minister awoke to the fact that nothing was being done, and that he had either overlooked or neglected the matter, which was one of extreme urgency, and realised that some steps must be taken, that the Government agreed to Nevanas getting out plans and specifications and tenders. Thus, Mr. Nevanas, from first being a tenderer or contractor, or offering to be one, becomes an architect for the Government. • The conditions of the appointment are fixed up, as has been explained by the mover of the motion, and the Minister for Works this afternoon, and after tenders are called and the works are erected he is to be paid 3 per cent. commission for his work, the ordinary architect's commission, and gets a special reduction to 2 per cent. if the works are not proceeded with. He came over in February, a month later, to get details. He returned to Melbourne and got out plans and estimates. He came back in March and submitted some sort of estimate to the Government amounting to £180,000. The buildings on that estimate were to cost £120,000, the jetty was to cost £30,000, and the water supply £30,000, making a total of £180,000. This, then, I gather, was referred to a special board about the 17th March last. This board declared

that the work could not be done for the amount specified in Nevanas's estimates; they threw discredit upon the estimates and strongly recommended the Government to call public tenders. The Government, however, took no notice of that recommendation. They there departed from the principle which is the essence of sound Government and sound administration. After further negotiations, as the Minister for Lands I think pointed out when speaking on the motion for the appointment of a select committee, Nevanas put in a tender on the 25th March for the building, plant and water supply. This tender of £155,150 was referred on the same day to the board which had been appointed by the Minister, referred to them at about 5 o'clock in the afternoon, and the next morning was returned with a recommendation of acceptance. It was submitted to Cabinet but no action was taken owing to the Premier's absence, for the time being, from the State. On the 9th April it was approved by Cabinet and the transaction, at any rate from that date, was complete, although Nevanas has stated, from letters put in to the Minister and acknowledged by him, that the contract had already been placed in his hands. I am not very much concerned about that. The position is this, that Mr. Nevanas, who is so versatile in his experience, who appears to have a knowledge ranging from the very foundation of meat sales in London markets to the practical erection of meat works out in Australia, and the control of same, was first of all appointed by this Government as an expert to report generally. He did report, as has been pointed out, and his report consisted, first of all, of his opinion as to the site, that it was suitable for works of that description, the probable supply of stock, namely, some 30,000 head annually, and as I have mentioned just previously, the statement that the works would prove a profitable commercial proposition for the Government to take on. No figures whatever were given in support of his report. There was no information, such as one might have expected or anticipated, from a man of his vast experience,

for the guidance of the Government, no report as to the approximate cost of the works to guide the Government in deciding whether or not they were justified in asking the country to embark on this huge expenditure, there was no estimate as to the probable business to be transacted, or as to the turnover, no particulars as to the expenditure, and there was no estimate contained in the report, or approximate estimate, of the profit that might accrue to the Government from the erection and working of an undertaking of this description. All these matters were vital in influencing the Government in making up their mind as to the justification for the action that was proposed. Nothing of the kind was contained in Mr. Nevanas's report. It was merely a skeleton report which carried very little weight, I venture to say, and still less with the Government themselves. The very fact of Mr. Nevanas declaring to the Government that the works would prove a splendid commercial proposition, but, just a few months previously, demanding a bonus of no less than 6s. per head on the cattle to be treated, if he erected the works, ought to have put them on their guard as to the value of the report of that gentleman, into whose hands they had placed their business. He takes up the position of an expert. He is then appointed or employed as an architect and engineer to produce plans and specifications on an agency commission. He is appointed as an expert to produce these plans and specifications, which the Minister for Works declares are not being acted upon departmentally. Later on he takes up the attitude of a contractor, and puts in a tender to do the work himself, which tender is accepted. After he becomes contractor he claims his architect's commission on the £106,000, which the Premier had authorised him to go to in drawing up plans and specifications. Subsequently, when the contract was cancelled, he is paid in full on the amount of his tender. I want to emphasise this point, that no man can be consulting engineer, architect, and contractor to the Government at one and the same time, and that even if Nevanas was

entitled to a commission at all, which I dispute, he was only entitled to the 2 per cent., which the Premier had agreed to pay him if the works were not carried on by him, on the £106,000, the limit fixed by the Premier.

The Minister for Works : If you read the wire, you will not find that in it.

Hon. FRANK WILSON : Here are the terms. This is the translation of a telegram forwarded by the Premier to S. Nevanas, South Australian Hotel, Adelaide—

Forwarding by next mail draft agreement for a report and if report is adopted and works undertaken the sum of £1,500 and £500 for expenses covering cost of inspection and advice and supervision over erection of works. If report only is made the sum of £1,000 to cover report and expenses. If report adopted and works erected Government agree to proposal for Nevanas and Co. to act as agents and managers on conditions to be provided by subsequent agreement.

That telegram was received by Mr. Nevanas from the Premier on the 20th June, and he replies to the Premier as follows :—

Many thanks for your telegram. Agree to terms. Post schedule of steamers.

The last does not affect the terms. That is the set of telegrams in connection with the management, which I shall deal with later. The other set of telegrams is contained in the report itself of the select committee, and I think those telegrams are perfectly clear. Mr. Nevanas wires to the Premier—

Will prepare plans and estimates following rates : first, architect's scale charges to include our fees also plans and estimates ; second, if no agreement arrived at architect's reduced fees will be charged. If you are instructing kindly forward exhibits first mail.

Mr. Scaddan then wires to Mr. Nevanas—

Please forward architect's scale charges and conditions under conditions one and two in my telegram

19th. Forwarding exhibits this mail.

Expect to wire you instructions to proceed on reply to above.

The Premier wanted to know what the scale charges were. Mr. Nevanas replies--

Scale charges furnishing plans, specifications also separate tenders for construction three centum Western Australia architect's printed conditions.

Will arrange special rate two centum if work not proceeded with.

To this Mr. Scaddan replies--

Government authorise you proceed preparation of plans, estimates et-cetera for work in terms of your report and estimate, namely not to exceed £106,000.

The Premier practically says to Nevanas, "You can prepare the plans on those conditions, but the cost must not exceed £106,000." Now we find that Mr. Nevanas, although he is only entitled, I maintain, to the two per cent. on his £106,000, that is, £2,120, if he is entitled to anything at all, was paid £4,654. That is to say, Mr. Nevanas was overpaid to the tune of £2,534. The works were not gone on with.

The Minister for Works: The works have been gone on with.

Hon. FRANK WILSON: The works were not gone on with, and tenders were not called as stipulated, which is part and parcel of the conditions of the Institute of Architects. Therefore, Mr. Nevanas, if he was entitled to any commission at all, was overpaid this huge sum. And the strange part of the business is that all the time he was putting in this tender which, to use my friend's expressive words, was the subject of so much hurry-scurry on the part of the Government, and more especially the Minister for Lands, all the time Mr. Nevanas was first of all negotiating as agent and then putting in a tender on his own behalf as contractor, he had in his pocket a tender from Mr. Dunkerley of Melbourne to do the work for £137,000. True, there was a condition that Mr. Dunkerley was to receive £7,000 extra if the work was completed to time. But Mr. Nevanas, as agent and as engineer for the Western

Australian Government, was carefully keeping in his own pocket a tender which ought to have been the property of the Government under all honourable conditions observed by architects and engineers engaged in those capacities. I maintain there is no question that Mr. Nevanas was too slick for the Government, and that he was certainly much too clever for the departmental officers who were brought into direct contact with him. Nevanas should have produced Dunkerley's tender to the Government at once. As he did not do so, but put in a tender on his own account, he forfeited his agency. There is no doubt about that. Immediately on obtaining Dunkerley's tender, Nevanas took up the position of contractor. He thought, "This is good enough for me to get my profit on; I will put in my own tender; Dunkerley's tender is all right; I will close with him as a sub-contractor, and make my profit that way." But that was not the act of an honest man, appointed a consulting engineer to a firm or a Government in whose interests he is supposed to be working, whose interests he is supposed to watch in every direction. Of course, the Government might suggest that they did not know about this sub-letting. I venture to say, however, that it is disclosed in the evidence that they knew Nevanas was sub-letting, that they knew as a matter of fact that while he was tendering or negotiating on his own behalf he had this tender of Dunkerley, or had a tender, because he stated to the Chief Architect, and Mr. Beasley in turn, according to the evidence, reported to the Minister, Mr. Johnson, that Nevanas had complained that the price he had put in allowed nothing for profit, and that Nevanas argued that since he was getting no profit the Government should finance the undertaking and the penalty should be merely nominal. The penalty that appealed to Nevanas was something in the shape of £5 per week--indeed a nominal penalty.

Mr. E. B. Johnston: It is a wonder Nevanas did not ask for a bonus.

Hon. FRANK WILSON: Nevanas is going to collect his bonus. With

Dunkerley's tender in his pocket, he was sure of a bonus.

Mr. E. B. Johnston : He was on a good wicket either way.

Hon. FRANK WILSON : He was on a good wicket whichever way it went. Again, to show that the Government and their officials must have had some knowledge of the position, while perhaps not realising its seriousness, there is the fact that Nevanas referred to one Rodgers as his agent or contractor in connection with the jetty work. Up to this time, at any rate, Nevanas was either an agent for the Government or he was contractor for the Government. If he was agent, then I maintain he could not claim a profit except by way of commission, which was fixed. If he was a contractor, then decidedly he could not claim a commission. He cannot have it both ways. As hon. members have put it, this gentleman was going to see that he rooked the Government on both counts. He was going to win, whatever happened. And, as the sequel shows, he did win. Next, why was the contract cancelled ? We have heard a good deal as to why the contract was entered into, as to the urgency of the matter, which to me of course is particularly pleasing in view of the attitude of the Government some time previously, when they were opposed to the establishment of the freezing works. But why was the contract cancelled ? It is not usual, if a contractor makes default, to pay him compensation for so doing. It is usual to finish the contract at his expense. This is admitted by Mr. Beasley in his evidence. But here we have the Government rushing in to effect a cancellation of this contract which the Minister for Works claimed represented a saving of £50,000 to the State. The Minister for Works says, " You condemn the Government because they took action which was going to save this country £50,000." If that be so, then why was the subsequent action of cancellation taken, which means the throwing away of the £50,000 that the State was to save ? The Minister for Lands, in his speech, told us that Nevanas found himself

unable to finance owing to the altered conditions of the money market. Later on, in the same speech, the Minister for Lands said that at this stage Nevanas admitted that he could not finish the contract, and so it was necessary for the Government to settle up with Nevanas and wind up the matter so far as he was concerned, so that they might proceed with it in another form. That is the explanation the Minister for Lands gives us, and I think the Premier's explanation, made when speaking on the Address-in-reply, was that Nevanas & Co. failed to carry out their contract, and that upon such failure to carry out the contract the material that they had purchased was offered to the Government. Now, the contract was confirmed by Cabinet—this is admitted—at latest on the 9th April. It was cancelled on or about the 26th June. It is hardly conceivable, nor I think will anyone assert, that between the 9th April and the 26th June there was such an alteration in the money market of the world as to prevent Mr. Nevanas, who presumably was in touch with financial institutions in London, the hub of the universe, from raising the necessary money to carry out this contract. With the knowledge that war had not broken out then, I cannot conceive that the question of the money market, as put forward by the Minister for Lands, had anything whatever to do with the withdrawal of Nevanas or with the cancellation of his contract.

Mr. George : War had broken out then.

Hon. FRANK WILSON : Yes, that was a slip. The war was going on. The contract was confirmed on the 9th April and cancelled on the 26th June. All the ill-effects of the war had already taken place so far as the money market was concerned, and I cannot conceive that the financial position was any worse on the 26th June than it was on the 9th April preceding. At any rate, I do not think private individuals trading in this State and elsewhere found it any worse.

Mr. George : There was no difference in the Bank rate.

Hon. FRANK WILSON: Between those two dates there was no alteration of the Bank rate at all. The price of money was exactly the same over those eleven weeks. In fact, financial matters were steady, and remarkably steady considering the war in which we are engaged. There was nothing whatever to warrant the conclusion of the Minister for Lands that it was finance which affected Mr. Nevanas in withdrawing from his contract or getting the Government to cancel his contract.

The Premier: It only appears so to you because of the fact that we have been able to finance so successfully.

Hon. FRANK WILSON: I am glad the Premier thinks he is financing successfully. I doubt if there is one man in a thousand in this country who would agree with him for one moment. If there has been disastrous finance in any country in the world during the last four years, it has been the Premier's finance.

The Premier: You could not get money at all.

Hon. FRANK WILSON: We have to look for other causes than that which the Minister for Works so plausibly put forward for this cancellation. From the evidence of the witnesses who were called, it seems to me we are forced to the conclusion that the "Prinz Sigismund" episode was the actual ground for cancellation, and was the real trouble, as set forth in paragraph 9 of the select committee's report.

The Minister for Lands: We all admit that now.

Hon. FRANK WILSON: The Minister for Works did not, and I do not think he admits it now. Here is its conclusion—

The committee desires to express the opinion that, had the arrangements as to the "N 2" been undisturbed, Nevanas and Co. could reasonably have been expected to carry out the contract entered into for the Wyndham works and water supply, and if they had failed to carry out any part of their undertaking the advantage would have been with

the Government and there would not have arisen this question of damages in respect to the deliberate violation of an agreement entered into as regard this ship.

Then, take Mr. Angwin's own evidence before the select committee. He was asked these questions and he gave the answers set down—

Would you consider that the Government were liable to compensate Nevanas when he had not complied with the conditions which were laid down in his interim agreement?—If that had been all that was at stake at the time, I can assure you I would not have agreed to any compensation.

Do you consider then, that the "Prinz Sigismund" transaction was a contract which would make the Government liable for damages?—As regards the "Prinz Sigismund" we were advised there would be a claim for damages. What the amount of the damages would be, of course, would depend on the court.

Then Mr. Taylor asked a question—

Was there a suggestion that it might run into £5,000 or £6,000?—It would all depend on what the court thought Nevanas had lost on account of it. What influenced me in paying the £5,600 was the "Prinz Sigismund" matter equally with the large amount of profit the Government would make. The Minister for Works: That £5,600 should be £3,194.

Hon. FRANK WILSON: The next question was—

Profit over the material purchased?—Yes. In the first place, however, if the "Prinz Sigismund" incident had not been in it at all I would not have negotiated with Nevanas.

Yet the Minister for Works this afternoon repudiated that attitude, and pointed out that Nevanas could have chartered the "Allinga" from the Adelaide Steamship Co. at little additional cost. The taking away of the "Prinz Sigismund" steamer was not the original cause why the contract was cancelled. If that be so, what was the cause? I think it is evident that finance was not altogether the

cause. If so, the Government have shown little discrimination in dealing with a man of straw, notwithstanding that they made some inquiries about him. I would like to know what evidence they have when they say he is a reputable man financially.

The Minister for Works: None of us has ever said he was not sound financially.

Hon. FRANK WILSON: Yes, the Minister for Works said so in his evidence.

The Minister for Works: I said he wanted us to pay for everything.

Mr. George: Did you tell Mr. Nevanas he had not the finances to do the work? You told him that in a letter to him.

The Minister for Works: He wanted us to finance him right through.

Hon. FRANK WILSON: That all shows that Mr. Nevanas was unfinancial so far as this work was concerned, and the committee have shown that, in their opinion, and it is now admitted by the Minister for Works, the steamer "Prinz Sigismund" episode was the cause of the work not being carried out in accordance with the contract Nevanas had entered into. If that be so, let me point out that for fear of a claim for breach of contract with regard to that steamer, the Minister willingly and calmly foregoes a £50,000 profit which he claimed to have made for the State.

The Minister for Works: That is wrong.

The Premier: Did you know the bottom of the dock was going to fall in?

Hon. FRANK WILSON: I know the Premier is going to fall in, and that hon. members are going to be buried in the ruins of these freezing works. Why was this arbitrary action taken with regard to the "Prinz Sigismund" which has caused all this terrible loss, to say nothing of the delay in the erection of the works? Because the Government, after many years, decided to get rid of that dreadfully bad proposition, the steamer "Western Australia." So that we can trace all our troubles in connection with these freezing works to the fact of the Government having embarked upon a venture which has proved disastrous and which they own up to.

They decided to cut their loss, and sent the steamer Home. If what the Minister says is correct, the country is to lose enormously, and the £50,000 is the difference between what the works are to cost now and what they would have cost.

The Minister for Works: The "Prinz Sigismund" was not the sole cause of the cancellation of the contract.

Hon. FRANK WILSON: According to the evidence it was the principal cause. Therefore, we trace the trouble back to the first secret purchase made by the Government, the purchase of a decrepit and obsolete—to use the words of the manager of the State steamers—ship, the "Western Australia."

Hon. R. H. Underwood (Honorary Minister): Recommended by Newton Moore.

Hon. FRANK WILSON: I cannot connect the other secret transaction with this transaction. I cannot connect the powellising contract and the subsequent sleeper contract, nor the Monteath pipe contract with it, but I can connect the reprehensible secret purchase of the s.s. "Kangaroo" as being undoubtedly the outcome of this unfortunate transaction, because she is to take the place of the "N 2" when she comes out.

Hon. R. H. Underwood (Honorary Minister): She is not.

Hon. FRANK WILSON: What further concerns me is the management agreement. The Minister for Works indignantly denied that there was any such thing as a management agreement, and when the member for Murray-Wellington pointed out there was an agreement, and a hard and fast one, he was greeted with guffaws all round from the intelligent occupants of the benches opposite. The agreement is contained in the telegrams, subsequently confirmed by letter, which passed between the Premier and Mr. Nevanas. The Premier wired to Mr. Nevanas on the 19th June, 1914—

Forwarding by next mail draft agreement for report, and if report is adopted and works undertaken, a sum of £1,500 and £500 for expenses, covering cost of inspection and advice

and supervision over erection of works.

(2) If report only is made, sum of £1,000 to cover report and expenses; if report adopted and works erected, Government to agree to proposal for Nevanas and Co. to act as agents and managers on conditions to be provided by subsequent agreement.

The telegram sent in reply to that read—

Many thanks telegram, agree terms; post schedule of steamers.

There is the contract for the management of the works, and any court in the world would insist upon that contract being carried into effect. It is idle for the Government to say that if they do not agree upon terms of management the thing falls to the ground, because a court would insist upon them agreeing to reasonable terms. So the member for Murray-Wellington was perfectly right in his contention, that, not only had this gentleman an agreement as to commission as agent and architect, but he had an agreement for the management on terms subsequently to be arranged. Following that, a draft agreement was drawn up by Mr. Sayer, the Solicitor General. Presumably instructions were given by someone, because Mr. Sayer did not move in that matter on his own account. Mr. Sayer must have been instructed to prepare the agreement for completion. Mr. Sayer said he drew it up after discussing it with the Premier himself. Mr. Sayer also saw Mr. Nicholson, Mr. Nevanas's solicitor, and the agreement was drafted and sent to Ministers ready for completion, and in his evidence, Mr. Sayer said there was no need for the agreement to go back to him because it only required to be signed.

Hon. R. H. Underwood (Honorary Minister): That was just what was the matter with it.

Hon. FRANK WILSON: It is no use the Honorary Minister contending there was no agreement in existence. The two telegrams, which I have just read, form an agreement whether subsequently the arrangement was confirmed by a formal agreement or not.

What are the findings of the select committee?

Hon. R. H. Underwood (Honorary Minister): They never found what they were looking for; their report was belaboured enough.

Hon. FRANK WILSON: I would like to belabour the Honorary Minister.

Hon. R. H. Underwood (Honorary Minister): Well, what are the findings of the select committee?

Hon. FRANK WILSON: If the Honorary Minister has any common sense he can grasp the position. The select committee found, and in no uncertain terms, that Nevanas had been overpaid as an architect. The report is endorsed by three hon. members who occupy seats on the Ministerial side of the House and two members who are on this side. They found that Nevanas had been paid 3 per cent. instead of 2 per cent. It is true that they said that the management agreement was somewhat in doubt, because they could not get hold of all the papers in connection with it. Since then the document has been discovered by the Premier's secretary. The committee found that the present Minister for Lands (Mr. Johnson), whose hand is seen right throughout these transactions, knew all about the pipe contract with Mr. Davies, and had authorised the deal.

Mr. Mullany: The report says nothing of the sort, and you know it.

Hon. R. H. Underwood (Honorary Minister): The report says nothing at all, so how can it say that?

Hon. FRANK WILSON: They express grave doubts as to the disputed letters which are stated to have been handed to the Minister and which he denies having received. But there is evidence to show that Mr. Johnson, the Minister for Lands, had instructed Mr. Beasley to advise Nevanas of the tenor of their report when they recommended the acceptance of this contract. Then the committee find that had the arrangement in regard to the steamer "N2" been carried out Nevanas could have completed his contract, and the country would have been saved the loss, or would have earned the profit which

the Minister for Works claimed was the ground of their action in departing from the principles of sound administration and not calling tenders for the work. Then the committee find that the 5 per cent. commission on material, which had been purchased by Nevanas and taken over from him by the Government was paid to Nevanas on Nevanas's own data, that no sufficient check had been made of the accounts or the material when this payment was made. And the committee also find that commission was paid on a certain cork contract which is was very improbable would be carried out.

The Minister for Works : I do not think it will be carried out now, for the place has been burned down.

The Premier : We are responsible for that, too.

Hon. FRANK WILSON : You should have had a proper contract, and then you could have recovered. Let me, in passing, comment on the fact that a settlement has been made and this large sum paid for commission, without check on the material or invoices ; that there is no guarantee that full values have been received for the money paid. One thing we know : Large quantities of oregon have been brought from Melbourne to be sent to Wyndham, and large quantities of joinery work in soft wood have been landed in Fremantle to be sent up for these works. Everyone is aware that this material is quite worthless and will have been eaten out by white ants before the buildings are completed.

Mr. Heitmann : Who is responsible for the soft wood ?

Hon. FRANK WILSON : Who but the gentlemen who have sanctioned the purchase of the material ? Mr. Nevanas purchased the stuff, but the Government have taken it over.

The Minister for Works : On the advice of the Chief Architect.

Hon. FRANK WILSON : I do not care about that ; I am now dealing with the Government. The committee also find that there is no guarantee that the plant purchased can do the work. Mr. Cairns comments on that rather

severely, but in his usual Scotch style says at the conclusion of his remarks, "We must make the best of it, as it has been ordered." This, after pointing out that the boilers are not of sufficient capacity and that there is no guarantee as to the capacity of the remainder of the plant. Then the committee have something to say on the subject of reinforced concrete, which was enlarged upon so much by the Minister for Lands on the motion for the appointment of the select committee, when he said that we had no experts in Western Australia who could handle the question, and that therefore it must be submitted for reference to experts in the Eastern States. The committee find that it was never submitted to experts in the Eastern States at all. In fact the findings of the committee are overwhelmingly against the Government, and go to prove right through that Nevanas was everything, could do anything, that he was a marvellous man in the estimation of the Government, who placed themselves and the State's affairs and interests entirely in his hands. That he had a marvellous influence is evidenced right through the inquiry. Mr. Beasley, the Chief Architect, states in his evidence that he thought Nevanas was a partner with the Government in these works.

The Minister for Works : Where does he say that ?

Hon. FRANK WILSON : In answer to question 304. Turn it up for yourself. Mr. Stevens, the manager of the State Steamship Service, at the request of this gentleman sends along all particulars of the new boat he wants the Government to purchase—simply on Nevanas's word that he has discussed the matter with the Premier. Mr. Davies, the manager at that time of the State Implement Works, puts £20,000 worth of pipes in hand and waits upon Nevanas even down to his steamer when he is leaving for the Eastern States. Not only has Nevanas got the departmental officers under his control, under his thumb, but the very Ministers are at his beck and call. The Premier confers with him in regard to steamers.

The Minister for Lands gets a move on in the fixing up of the contract, and allows his officers 24 hours in which to consider a proposal involving an expenditure of £155,150; and he has no sooner got into the contract with Nevanas than he exhibits equal hurry in getting out of it, in cancelling it and paying compensation, paying compensation to a defaulting contractor! The departmental officers were mesmerised. The only man who showed any resistance was Mr. Angwin, the Minister for Works. His characteristic pugnacity, of course, got his back up, and he would have none of Nevanas; yet he also has recently come under the spell and he recommends the payment of compensation. The funk was established all round. Something was at the back of the Chief Architect's mind, something put the fear of God into the Premier and the Minister for Lands, and they all rushed in. Ten weeks after they had entered into this contract which was to be of such advantage to the State, they tumbled over each other to see how they could cancel it and pay compensation to this man; and everyone said, "We must make the best terms possible."

Mr. Heitmann: He was a nice man.

Hon. FRANK WILSON: He must have been. The Premier goes further and says in his evidence that he may yet enter into a management agreement with Nevanas & Co.

The Premier: I did not.

Hon. FRANK WILSON: I think I have pointed out that Nevanas acted dishonestly. There is no question about it in my mind that whilst in a confidential position as agent for the Government, and while he had in his pocket a tender, the property of the Government, he put in his own tender and kept the other tender back. This is shown clearly, because he persuades Mr. Beasley that he did not want any profit. He knew his position. He said the price he was putting in carried no profit to him, that he did not want any profit. Does it not show that the gentleman was not to be trusted? And yet the arrangement he was making was calculated to produce a profit of £18,000.

The Engineer-in-Chief and the Under Secretary of Public Works, who are intimately connected with transactions of this description, were absolutely ignored. Their subordinate officers were taken from their control and appointed by the Minister for Lands hurriedly, without reference to the heads of the departments, in order that they might advise the Government as to their action.

The Minister for Works: It was your action which removed the Chief Architect from the control of the Engineer-in-Chief.

Hon. FRANK WILSON: What has that to do with it? And this gentleman who has had the Government for 12 months by the hair of the head signs his letters, or did on one occasion, "For and on behalf of the Government of Western Australia." Can audacity go further? "For and on behalf of the Government of Western Australia" is the style in which he signs his correspondence to people from whom he is purchasing material. Yet this is the man who, according to Ministers, could not pay for what he was purchasing. The man who provided all the plans, Mr. Dunkerley—

Mr. Thomson: And all the brains.

Hon. FRANK WILSON: Not all the brains. I will modify that, and say he provided the practical brains.

Mr. E. B. Johnston: And the Government found all the money.

Hon. FRANK WILSON: Undoubtedly they did. What is Nevanas's attitude towards Mr. Dunkerley, the practical man who has erected works of this description in other parts of Australia, who is doing freezing work for Nevanas's London company? Dunkerley got out the plans and specifications, travelled round here and visited Wyndham with Nevanas, and drafted his report, or at least furnished him with the necessary information for the drafting. Then in the end Mr. Nevanas comes down to Mr. Dunkerley, and in that dramatic way of which he is apparently a past master, he says the Government have skinned him completely out; "Let me down as lightly as you can." And all the time he had

nearly £9,000 in his pocket while he pleaded with Mr. Dunkerley to let him off with a payment of some £1,200. I cannot conceive of a greater travesty on the alleged business capacity of Ministers. I cannot conceive of anything that goes to prove more fully their ineptitude and lack of business capacity, I cannot conceive of anything which will prove more conclusively than this report and the evidence on which it is based, the absolute weakness and inability of my hon. friends opposite to deal with a smart adventurer who comes to Western Australia on the make. I am sorry to use an expression of that sort against any man, but when we have the evidence that Nevanas has had the Government and that he has had his own contractor, we cannot come to any other conclusion. And now the gentleman is safe away in New Zealand and was not here to put his own side of the case before the select committee.

Mr. Heitmann : And I doubt whether he has paid his board and lodging.

Hon. FRANK WILSON : Let me draw attention to the arguments of the Minister for Works in connection with these plans. He contends that the plans are complete. He struggled into the House this afternoon with that great bundle of plans and flopped it on the Table in order that hon. members should see that we have received full value for the £4,650 paid. Yet the hon. member said on one occasion that we had no one in the State capable of carrying out these works. The statement is on a par with that of the Minister for Lands, who said we had no officers in the State who knew anything about reinforced concrete work. We have the evidence of the Engineer-in-Chief and we have the evidence of Mr. Cairns, the refrigerating engineer, that they can carry out this work.

The Minister for Works : The Engineer-in-Chief is pressing to-day to have a man appointed for these works

Hon. FRANK WILSON : Probably to supervise them.

The Minister for Works : No, to construct them.

Mr. O'Loughlen : Do not take Cairns as an authority.

Hon. FRANK WILSON : And we have the statement of the Minister for Works in this Chamber only an hour or two since that they are redesigning the works, altering the plans, and improving them themselves.

The Minister for Works : Very slightly.

Hon. FRANK WILSON : And that they are now busy erecting the works.

The Minister for Works : I did not say that.

Hon. FRANK WILSON : We have this conclusion by Ministers on one hand that our officers are no good, when the evidence is against them—

The Minister for Works : Most of the evidence is in our favour.

Hon. FRANK WILSON : And as soon as the evidence is in their favour, our officers, according to Ministers, are all that can be desired. I think I have said sufficient to show that the motion moved by the member for Murray-Wellington is justified. I hope that the division will be decided on the merits of the case and that special pleading such as that indulged in by the Minister for Works this afternoon will receive no consideration and have no weight with members when recording their decision.

The Premier : Hear, hear ! You are after office.

Hon. FRANK WILSON : After office ?

The Premier : That is all.

Hon. FRANK WILSON : Who would like the office that the hon. member is going to vacate ?

The Premier : You did not want it 12 months ago.

Hon. FRANK WILSON : As a matter of fact I do not want it now. When the State is going to the bad at the rate of £80,000 to £100,000 a month, no one would envy the Premier his position. The deficit will be £1,500,000 in a few months and probably will soon reach £2,000,000, and heaven knows when it will stop. No one will envy the Premier his post, but if the needs of the State demand it, and I think they do demand it, and it is within my power to turn the hon. gentleman and his colleagues out of office owing to the

disastrous failures, they have proved themselves to be, I will take that action no matter what the consequences might be to myself personally.

The Premier: Do not make yourself a martyr.

Hon. FRANK WILSON: I have pointed out that the action of the Government in regard to this private contract is sufficient to cause grave concern to all right-thinking people in this State. I have shown that there was, in fact, a management agreement which was also a private arrangement, and I am satisfied that the evidence throughout discloses and the report of the committee confirms a state of affairs which is absolutely subversive of the principles of sound Government.

The PREMIER (Hon. J. Scaddan—Brown Hill-Ivanhoe) [8.48]: I am not going to detain the House at any great length on this particular motion because the subject has been discussed *ad nauseam* both during this debate and through the Press. The only difficulty I have experienced in connection with the matter, having followed it fairly closely from the moment we commenced negotiations in connection with the establishment of freezing works at Wyndham, is to reconcile some of the statements made in this Chamber with what actually took place during the negotiations. I have heard so many conflicting statements during this debate in particular and also during the Address-in-reply, that I am beginning to wonder whether we actually negotiated in connection with freezing works at all, as the statements do not seem to be on a par with what actually transpired. The present position is such that I think I am warranted in making a statement with regard to the attitude of the Government. I readily accepted the intimation of the leader of the Opposition that this motion was intended to be one of want of confidence in the Government, in order to give this Chamber an opportunity to express an opinion whether we continued to retain the confidence of the House or not. I am ready to admit that the Opposition are always within their rights in adopting an attitude of that kind. I know I am not justified in sug-

gesting there are times in the history of the State and the Empire when perhaps that might give place to higher considerations. The Opposition, after all, exist as a party and as a party their considerations must be given first prominence, and the considerations of the State and the Empire last. We have heard it stated not many months since that the present was a time when we should forget party and should endeavour to combine to do what is best in the interests of the State. We have heard it said, too, that there are times in the history of a country when the Executive must take the responsibility for their action and do things which they would not imagine for a moment could be justified in normal times. I agree entirely with that. If the present Executive are not prepared to take action under existing conditions that might on the face of it, be contrary to what is considered by the party in power opposed to their principles, action which they earnestly believe would be in the best interests of the State and the Empire, they would not be worthy of the confidence of the House. I repeat that the action in connection with the establishment of the freezing works at Wyndham was taken by the Executive with no other object or purpose than the furthering of the interests of the State, and through this State those of the Mother country itself. If members of the Opposition will only carry back their memories a little, they will recognise that before the present party came into power there had been negotiations by our predecessors in connection with the establishment of such works at Wyndham. May I for a moment draw the attention of members opposite to the fact that negotiations had been concluded and an agreement signed which was never made public, an agreement of a private nature between the stock owners on the one part and the Government on the other.

Hon. J. Mitchell: The House was told it time and again.

The PREMIER: The House was not told it, and while the negotiations forming the subject of the present motion were taking place between the present Government and Mr. Nevanas, I endeavoured

to obtain from the responsible department the papers leading up to that agreement entered into between the previous Government and Mr. Durack, acting on behalf of the stock owners in the North, and after many inquiries I was told that unfortunately the file had been inadvertently lost.

Hon. J. Mitchell: It is here.

The PREMIER: It is not here.

Hon. J. Mitchell: Of course it is.

The PREMIER: No, the agreement is here.

Hon. J. Mitchell: The file, too.

The PREMIER: And the agreement was only produced when the select committee demanded it. I, as head of the Government, had requested it and had been unable to obtain it.

Hon. J. Mitchell: You produced it to the select committee.

The PREMIER: I did not; I did not see it until the agreement was submitted to the select committee and became public property.

Mr. Allen: Where was it? Who had it?

The PREMIER: I do not know.

Mr. George: You could find out.

The PREMIER: I can say that the select committee did not get the file, nor have I seen the file containing the negotiations leading up to the agreement, nor have the select committee the file dealing with the cancellation of that agreement.

Mr. George: There are a lot of things we have not got, and many of them out of your office.

The PREMIER: When members opposite are talking about private contracts in connection with the establishment of freezing works in the North they should remember that they themselves had negotiated in connection with this matter as well.

Mr. Thomson: Did it cost them anything?

The PREMIER: It was not the fault of the then Government that it did not cost them anything. Had the same position arisen then as has arisen now, the result might have been the same. The other people could not raise the wind and perhaps it was because the parties

to the contract discovered that Parliament was not in a temper to permit the then Government to make a contract handing over the meat supplies of the North-West to them without any proper safeguards. Whatever might be said about the private letting of a contract to build works, which in this case I again assert was done to endeavour to save this State £50,000 to £60,000 at least, and I believe on present figures approaching £100,000, was done with the one desire to assist the Mother country in her present difficulties, which at this moment are being appreciated in Western Australia, when the Imperial Government asked us to exert every effort to supply frozen meat to feed the army. The urgency of the matter was to endeavour to establish works to provide frozen meat from the only quarter whence meat in any abundance could be supplied after the end of the present year.

Mr. George: We are not quarrelling with that; we are quarrelling with your business methods.

Mr. Foley: Sandbag him.

The PREMIER: The member for Murray-Wellington should take a seat on the sandbags committee; he is the best sandbagger I know. Will the hon. member admit that scores of actions were taken by past Governments in this State without any immediate urgency or desire to help the State, but merely for political purposes, and which, when finality had been reached, those who had entered into the engagements regretted? Will not he admit that even the party to which he is attached was in that position in regard to the Fremantle dock, and that they would never have started negotiations for that work if they could have foreseen that the bottom would fall out of it? But would there be any reason to condemn their desire to establish a dock, simply because they failed in carrying out the project?

Hon. J. Mitchell: Of course it would be.

The PREMIER: The hon. member does not mind. The same position arises here. If members will view the position from the point of view I have put forward,

which can be found expressed in the files and which was put before the select committee, a desire to establish these works in order to catch the next season, they cannot condemn the Government for having done something unwise or against the interests of the State. I admit that if I could have seen the position as I see it now, these negotiations would never have proceeded to the extent they did. I admit that readily, but as I have said previously, I say again that we did it with one desire and one only. A great deal can be said at this stage with regard to the methods of procedure. Hon. members on both sides of the House, and the public too, obtained a wrong impression largely due to a biased party Press, that only publishes so much as will suit its party purposes, the local Press that follows the lead of the Northcliffe Press in England. The Northcliffe Press would sacrifice the Empire to get even with Mr. Asquith and the present Cabinet, and the Western Australian Press, adopting exactly the same attitude, would sacrifice Western Australia and the best interests of the Empire by throwing dust in the public's eyes for the purpose of wrecking the present Government.

Mr. George: I do not think so.

The PREMIER: It cannot be denied. I can prove in scores of instances where such has happened. There has never been a time when the Press got down to the low, dirty, party tactics they have in recent months, with one object and that to wreck the Government. And why? Because they have discovered that, notwithstanding all they had been saying 12 months after our election about the financial position and about the chaos we were bringing to the State, we have carried the State through a trying time such as any State in the Commonwealth, or any part of the British Empire has not previously experienced. And they can see in the near future brighter times ahead and they want their party to get into office to reap the advantage of those brighter times and make a comparison of their so-called success against the so-called failure of La-

bour administration. It will stand little to the credit of our friend, the leader of the Country party, to say he is going to support the motion, and that he is not responsible for the action in making it a no-confidence motion when his party, through their leader in this House not 12 months ago, told us they were going to support the Government, irrespective of the party of which they were composed, who would do the best to carry the settlers over the difficulties they were experiencing. I challenge that hon. member, if he is honest in his political opinions, to now say whether any Government could have done any better than we have done, or as well as we have done, in giving expression to our desires to help the settlers over their difficulties. I have only this day obtained the consent of the Governor to a proclamation postponing the payment of the debt of every man who received any assistance from the Industries Assistance Board in order to get him out of the clutches of some of the patriotic Liberals who have attached themselves to the Farmers' and Settlers' Association in St. George's terrace. Some of those creditors who are supposed to be representing the settlers have determined that unless the settlers paid up their debts, instead of giving them preferential treatment as was intended by Parliament, they would go so far as to actually take their horses away from them. These are some of the people who are following some of our friends on the cross Opposition benches, who, before ever they hear the defence of the Government, have received written instructions authorising them to vote for the motion.

Mr. A. A. Wilson: Let them vote.

The PREMIER: Yes, let them vote. Yet we hear our friends opposite who are playing the game of catching our other friends with little bait, complaining of the dominance of those on this side of the House by the Trades Hall. The Trades Hall of this State has never yet issued instructions to any member of this party as to how they are to vote in Par-

liament. We decide each one for ourselves how we shall vote. Our friends who particularly complain so much about it are the allies of the cross Opposition benches, the occupants of which not only have a platform and a pledge but are instructed to vote in Parliament before ever they hear the defence of the Government. I anticipate that our friend, the leader of the Country party, in accordance with his actions during the last month or two, went along to the meeting of his executive and urged that this motion should be supported. He has fallen over the Liberals. I venture to say that I think they saw an opportunity of coming in on the Treasury bench.

Mr. Willmott: That shows how much the Premier knows about it.

The PREMIER: He is so much attached to the Farmers' and Settlers' Association that he will get here quickly enough if he gets a chance.

Mr. Willmott: That is unworthy of the Premier.

The PREMIER: What has he done in connection with the motion? He has stood in his place and said, "I do regret that certain innuendoes have been cast abroad, and that certain reflections have been made upon Ministers. I had for my own protection to get the matter unravelled before the select committee, because Mr. Courthope wrote to me." Mr. Courthope, before he wrote to our friend, had declared that he was going to leave the Farmers' and Settlers' Association, or the Country party, because they would not take some action he desired them to take. From the moment that our friend obtained that letter, although he has urged the Government to do something for the settlers, he has never yet made any genuine suggestion as to what should be done.

Mr. Willmott: The Premier does not understand.

The PREMIER: I cannot understand the hon. member. He is supposed to represent the settlers of Western Australia. He has never yet made any suggestion that could be adopted. If we had waited for any suggestion that the hon. member

might have made for the assistance of the settlers, the settlers would have been starving by this time. Our friend now makes this protestation. As the leader of the great Country party in this State, he should at least have taken me into his confidence, but instead of doing that, he goes along to the select committee because, forsooth, the gentleman who wrote the letter would be privileged to make his statement before that committee, and be protected.

Mr. Willmott: If it had been true the Premier would have got all he deserved.

The PREMIER: The hon. member did not, however, come to me and make mention of the fact, but gave an opportunity to these gentlemen who had been maligning me behind my back to make their statements in such a way that I could not afterwards make them prove or retract them. I was at the time negotiating, through my solicitors, with Mr. Courthope, to get a definite statement on which I could take action. I did not want a select committee to clear my character, or even a Royal Commission. While we have courts in the land, I am prepared to stand or fall by their decision, and to take the full responsibility and the expense upon my own shoulders of any action in those courts.

Mr. George: It did you no harm anyway.

The PREMIER: I know that. I am speaking of the leader of the Country party. He protests against the position he was placed in because he got a letter from someone. He says, "I had perforce to go to the select committee and demand that he should be heard."

Mr. Willmott: Because he stated that I knew of my own knowledge that certain things had happened.

The PREMIER: He knew just what was done in the letter.

Mr. Willmott: I did not know anything at all about it.

The PREMIER: Why did not the hon. member come to me, the person charged? All I wanted was an opportunity to take the necessary action, but I had no opportunity of doing so or of

clearing my character, seeing that the matter was introduced in the way that it was.

Mr. George: The committee cleared you.

The PREMIER: I admit that. That is not the only accusation that has been made against me since I have been sitting on the Treasury bench, in regard to my honesty and integrity.

Mr. George: It is the only one I have heard of.

The PREMIER: It is not the only one. Accusations have been made freely, especially during the last general election, by Liberal officers. I have been accused of taking £30,000 commission from the tramway company over the purchase of the trams. I have been accused of accepting £10,000 commission from the contractors for the erection of the power house in East Perth. I have even heard the hon. member in his place, while the leader of the Opposition was mentioning some matters, by innuendo saying, "I wonder what they did with the money."

Mr. George: Is the Premier referring to me?

The PREMIER: Yes, the member for Murray-Wellington.

Mr. George: I do not remember anything of the sort.

The PREMIER: These are not the only accusations. Accusations have been made against me for party purposes, and with a party object in view. It is playing the game pretty low down when we cannot stand upon our principles without introducing personal matters of this sort.

Mr. George: Do you say that our leader charged you with having accepted bribes?

The PREMIER: I say that he said so by innuendo. He said it in a way that I do not think did him very much credit. If the hon. member cannot recollect this, he should brush up his memory a bit.

Mr. George: Is it in *Hansard*?

The PREMIER: Yes, it is in *Hansard*.

Mr. George: I will find it then.

The PREMIER: On the particular night that I am referring to, I immediately followed the leader of the Opposi-

tion, instead of waiting for the adjournment of the House in order to reply to his criticisms of the Government. I took exception to his statement on that very occasion. The hon. member was attacking me by wanting to know what had been done with the money. I think I said that if hon. members would sling mud about, some of it would stick. I say it was the attitude adopted by the leader of the Opposition then that has caused a great deal of these remarks to be circulated so freely throughout Western Australia. These statements have so often been made that the people have begun to imagine that there must be something wrong, and that the leader of the Opposition could not go on suggesting these things unless there was something in them, that where there was smoke there must be fire. They are being circulated freely throughout the State, in consequence of the fact that the leader of the Opposition, backed up by the member for Murray-Wellington, and by innuendo, has given force to these statements.

Hon. Frank Wilson: I would like you to prove that.

The PREMIER: The hon. member has only to read his speech again. I suppose, however, he is too much ashamed to do so.

Mr. George: The Premier will be ashamed when he reads his speech in the morning.

The PREMIER: I am not ashamed of my speech. I am on my defence to a certain extent, and am certainly not ashamed of what I am saying. The leader of the Opposition has shown no reason why this motion should be carried.

Hon. Frank Wilson: Have I not?

The PREMIER: Unless it be that the committee made a unanimous report, in which we find nothing of any value except that in some directions, as they assert, officers of the department had misjudged the position and wrongly advised the Government. That is all they can say. Outside the fact as to whether we were wrong, in their opinion, in entering into a contract without calling for public ten-

ders, there is nothing to which exception can be taken, or which would warrant such a drastic motion. In his concluding remarks, the leader of the Opposition applauded my colleague, the Minister for Works, for his method in handling the matter. Half the speech of the leader of the Opposition was condemnatory of the Government for the manner in which we cancelled the contract. Half of his speech was directed against the Government for the manner in which we closed the deal and brought about the cancellation of the contract. The cancellation was brought about by the Minister for Works on the advice of his officers. Every step he took was taken after consulting the Crown Law authorities and other officers for the purpose of getting out of what was admittedly a difficult position. And yet the leader of the Opposition now applauds the Minister for Works.

Hon. Frank Wilson: Did I?

The PREMIER: Why? Because the hon. member endeavoured, as many others, have endeavoured to do, to cast the whole of the blame upon my colleague the Minister for Lands, and to set off one Minister against another.

Hon. Frank Wilson: It is in evidence. You are just as bad.

The PREMIER: From the hon. member's point of view I know I am very much worse.

Hon. Frank Wilson: You are both bad.

The PREMIER: I do not accept the opinion of the hon. member, either as regards myself or any of my colleagues. His opinions are biased, and that being so no jury has a right to accept them. I certainly do not propose to accept them. As head of the Government I accept the full responsibility for any action taken either by the Minister for Lands or the Minister for Works. If either of these Ministers falls as a consequence of his action in this direction I am going to fall with him.

Hon. Frank Wilson: You will do that.

The PREMIER: I do not know so much about that. When the hon. gentleman fell from the Treasury benches the

fall was not brought about in this manner. We appealed to the people, and the people turned him out quickly.

Hon. Frank Wilson: Do not launch into heroics. The people will turn you out.

The PREMIER: The people may do so, but they will take any early opportunity of putting us back again on the Treasury benches when they recognise the difference between the principles enunciated by us and the principles enunciated by our friends opposite.

Mr. George: Give the country a chance.

Hon. Frank Wilson: Give us the freezing works.

The PREMIER: I do not propose to go through the whole of the negotiations which led up to entering into the contract, and to its final cancellation. We have had all this *ad nauseam*. The member for Murray-Wellington dealt with it by practically reading the report of the select committee. The leader of the Opposition has done nothing else but read newspaper reports and the report of the select committee.

Hon. Frank Wilson: I never once read from a newspaper.

The PREMIER: The Minister for Works has given the position from the Government point of view.

Hon. Frank Wilson: I did not read a word from a newspaper.

The PREMIER: Possibly the hon. member did not do so to-night but his mind has been so used in reading the newspapers on the question that he did not require to bring along his newspaper. The *West Australian* is the wrapper for the hon. member's brain.

Mr. Thomas: It must be a sausage wrapper.

The PREMIER: I should hardly say that. A sausage is a mystery, and the hon. member is one. I only ask the House to consider the position as presented to them under this resolution. We had a select committee representative of every party in this House. The select committee submitted a report which is unanimous. I ask, in all seriousness, is there a single finding in the select com-

mittee's report which would warrant the condemnation of the Government in connection with this particular matter?

Hon. Frank Wilson: Yes, plenty.

The PREMIER: If any hon. member desires the report, merely for the purpose of turning the Government out, the report is not needed at all. The hon. member interjecting was prepared to do that before the select committee inquired into the subject at all. His mind was made up, when this Parliament met after the general election, that the earliest opportunity was the right time to turn out the Government. I contend there is nothing in the report of the select committee that warrants the drastic motion submitted by the member for Murray-Wellington. I am prepared to admit, however, that there are members on both sides of this House holding strenuously the view that practically under no circumstances would a Government be warranted in entering into what might be termed private negotiations for the construction of a public work. I am prepared to admit that there are hon. members who hold that view. But I also claim that I am as strong an adherent of that principle as is any member of this Chamber. On the other hand, if circumstances warrant it, if there are urgent reasons for taking such a course, then a Government would not be worth their salt if they were not prepared to accept the responsibility of doing quickly an act that was supposed to be in the best interests of the State. When the works are finally completed and operating, in some years from now, members of this House will look back and say that it is a pity these negotiations fell through at the last moment. They will recognise then that the completion of the negotiations would have saved the country anything from £50,000 to £100,000 in the cost of erection, and that even as regards the management there would have been some saving to the State.

Mr. Green: It will be just the same as the purchase of the Midland Railway.

The PREMIER: Exactly. There are members who object to this motion who also objected to the purchase of the Mid-

land Railway on much the same grounds. Now we hear complaints from all sections of the community that the opportunity of purchasing the Midland Railway was lost to the State. The position has arisen in this State, owing to the continual rumours, which, however, obtain currency only through the utterances of our friends opposite, the Government are not regarded as entitled to make a deal of any description because there will be all sorts of suspicions surrounding their actions and their motives. I have said, and I repeat now, that the moment we entered into these negotiations I said to my colleagues that our action would be misconstrued. I said, "We will be accused of ulterior motives, but in the interests of the State it is worth while even to put up with accusations of that kind, rather than lose the opportunity of doing something of extreme value under the circumstances." I know it is an easy matter, when the event is past, to see where one might have moved in a different direction and obtained different results. I have already admitted that, knowing as much as I do to-day, I would not have allowed the negotiations to proceed to the extent they did. But I declare in all earnestness that the Government, in acting as they did, had only one desire, only one anxiety, and that was to conserve the best interests of the State, and, through them, the interests of the Empire. I stand here as free and as justified in my own conscience as before the select committee ever sat or before this motion was tabled. I admit that we did not obtain what we desired to obtain. That was our misfortune. We are now supplying 1,000 quarters of beef per week from this State to the Imperial Government, but we are not supplying from that portion of the State which could, with advantage, supply. We are draining that portion which will be called on for supplies in the near future for our own purposes. I admit that, although I may be told the admission is foolish because it will mean a slight increase in the cost of food here. But even if it meant doubling the price of meat to our people here, I say we are

justified in supplying food to the soldiers who are fighting the Empire's battles. Owing to the recurrence of drought it was evident that the stocks of Australia were going to fall enormously. They fell even more than was anticipated, so much so that even during the last three or four months Western Australia has had to send some of its meat supplies to the Eastern States. But we were face to face with a request which, I take it, was in the nature of a demand from the Imperial authorities, to provide every pound of frozen meat that could possibly be provided. That request made the matter one of urgency. Let me tell hon. members that the special urgency of the matter was this: if we missed what is known, not as the cattle season, but as the working season in the North-West, the season when works can be carried out in that portion of the State, it would have meant 12 months delay in the operation of the works. A delay of at most two months in commencing construction operations would have meant a loss of 12 months in the operation of the works. I want to ask any hon. member whether the Government were not justified in taking some risk in the matter, even if it meant condemnation of the Government, turning them out of office, to do our duty as an Executive in this part of the Empire; to assist not only the State itself, but also the Mother country in its dire necessity. I care not, even if I have to sit in Opposition or go out of public life; I hold to my view that we acted correctly, though, unfortunately for ourselves and for the country too, we failed.

Mr. George: Your methods were bad.

The PREMIER: How easy it would be for us to say that the methods of our friends opposite were bad when they decided, against the advice of their own officers, to put a graving dock in the place they did at Fremantle. I will not, however, assert that the previous Government were dishonest.

Hon. Frank Wilson: The site was selected on the advice of experts from Home.

The PREMIER: The work was undertaken against the advice of expert offi-

cers in the department. Now that the bottom has fallen out of the dock, it is no use turning round and saying, "Your methods were bad."

Hon. Frank Wilson: Why did you spend £80,000 on the dock?

The PREMIER: For the same reason that we spent money on other works commenced by the hon. member. A certain amount of money had been expended, and we had to prove whether the work was suitable or not. Before this particular work of the dock was proved unsuitable, something like £270,000 of the people's money was sunk in it. I am not blaming the previous Government for their failure, because they honestly believed they were taking the best possible course.

Mr. George: You spent £80,000 there.

The PREMIER: The fact that the work proved a failure is not evidence that the methods adopted in connection with it were not the correct methods at the time. I only regret that there should be an effort on the part of some members of this Chamber to lay the whole of the blame for the failure of the Wyndham freezing works contract on the shoulders of my colleague, the Minister for Lands. I do not want him to take the blame. I am prepared to take the blame wholly and solely on myself. I am as much responsible as any member of the Ministry is for urging that the matter should be forced ahead. I urged it ahead in order to do what I considered to be my duty as head of the Government, as I said before, carrying on the government of a part of the British Empire.

Mr. George: Was not the meat of more importance than the sale of the "Western Australia"?

The Minister for Works: The cancellation of the contract did not come into it in any way at that time.

The PREMIER: The member for Murray-Wellington interjects that the sale of the steamship was not as important as the production of meat. I am quite prepared to admit that. At the same time, the hon. member must admit that then there was no sign or suggestion that the contract was not going to be

carried out. Besides, the "Western Australia" was not the only ship on the ocean, and there was no suggestion that another ship could not be obtained. As a matter of fact, at a subsequent date it was discovered that the Adelaide Steamship Co. were prepared to charter the "Allinga" for the purpose of carrying the material to Wyndham. But all that does not alter the fact that the negotiations up to the time when we had to cancel the contract would have undoubtedly resulted to the advantage of the State, irrespective of whether Mr. Nevanas acted fairly and squarely to the Government or whether he misled us. That has no bearing on the action of the Government, from their point of view, in entering into a contract which they believed, and still believe, had it proceeded would have been to the advantage of this State and to the advantage of the Mother country as well. Now, unfortunately, it is improbable that we shall catch the 1917 season; and by that time the advantage which would have accrued to us will be lost, because the Eastern States, if they have the good seasons which we hope they will have, will recover their position, and the great meat trade already established in those States will be hard to overtake. These are the facts, after removing all the padding and dispensing with all the rather elaborate method which hon. members opposite have suggested might have been employed for the purpose of doing this business in a different manner. Of course, anyone desirous of criticising can find a different method. That is why there are so many different types of motor-cars. Everyone has his own ideas concerning motor-cars. The fact remains, however, that the Government's desire was an honest desire—a desire on their part even to incur criticism in order that they might do their duty as an Executive; and I say even now, if there is a failure in that direction, whether it means the condemnation of the Government or not by this Chamber, my conscience is perfectly clear, and I acted fairly and honestly with the desire to help both this State and the Mother country.

Mr. ROBINSON (Canning) [9.25]: The question before this House is not relating to the establishment of freezing works or to the supply of meat. Neither of those is the issue.

The Premier: The issue is to put the Government out. We know that.

Mr. ROBINSON: The issue is as to whether the methods adopted by the Government are good or are bad; whether they are business-like methods, whether they are methods that reflect credit on the Government and do justice to the country. I am going to ask this question: was there an agreement between the Government and Nevanas relating to the management of the works and the agency for the disposal of the product?

[The Deputy Speaker (Mr. McDowall) took the Chair.]

The Minister for Lands: No.

Mr. ROBINSON: The Minister for Lands answers me, "no." The Premier says "no." The Minister for Works says "no." I will ask the House to decide. Two telegrams have been read by the leader of the Opposition. In order to make my point the clearer, I crave leave to read them again, because they set out in their own terms that which I say is an agreement. The Minister for Works phrases it, "an agreement for an agreement."

The Minister for Works: Those are not my words.

Mr. ROBINSON: None the less, that makes it an agreement. Let us see what the agreement was. The first telegram was from Mr. Scaddan to Nevanas in Adelaide—

Forwarding by next mail draft agreement for a report and if report is adopted and works undertaken a sum of £1,500 and £500 for expenses covering cost of inspection and advice and supervision over erection of works. If report only is made the sum of £1,000 to cover report and expenses.

Now come these very pregnant words—

If report adopted and works erected Government agree to proposal for Nevanas & Co. to act as agents and managers on conditions to be provided by subsequent agreement.

Mr. B. J. Stubbs: You are not forgetting that part.

Mr. ROBINSON: I am not forgetting anything.

Mr. B. J. Stubbs: That is very good.

Mr. ROBINSON: Mr. Nevanas's reply to that telegram shows that he had no misgivings as to the meaning of the Premier's message. He replied in the most definite language—

Many thanks for telegram. Agree terms. Post schedule steamers.

Now, what does that mean? We know that a contract was entered into, or an agreement entered into, for the erection of the works. Therefore the condition laid down in the Premier's telegram was fulfilled.

Mr. B. J. Stubbs: What about the latter part of the telegram?

Mr. ROBINSON: If the report is adopted and the works are erected, the Government agree to the proposal for Nevanas to act as agent and manager.

Mr. B. J. Stubbs: Read the conclusion of the telegram.

Mr. ROBINSON: It has all been read several times. If the hon. member wishes to address the House, he will have plenty of opportunity later for doing so, and I have no doubt the House will listen to him with a great deal more pleasure. I have read the two telegrams.

Mr. B. J. Stubbs: You have cut out the essential part of them.

Mr. ROBINSON: It is shown that these telegrams were not merely an off-hand production. On the 23rd June, 1914, the Premier formally sets out in a letter to Nevanas & Co., Melbourne, the telegram which I have read and the reply from Mr. Nevanas, and he goes on to say—

"I now beg to hand you agreement in duplicate for completion by you. On their return I will wire you when they are signed here and forward you one of the copies. With regard to your request for schedule of steamers, the only vessels which go to Wyndham are those belonging to the State Steamship service. The 'Western Australia' leaves Fremantle

on the 29th July, and again about a month later. Possibly the former date would suit you."

I will make my own statement in regard to that and afterwards I will tell the House what other people say. My statement is that it was in effect an agreement by the Government of Western Australia to engage the services of Mr. Nevanas, leaving the details and the conditions for future consideration. There is still nevertheless a definite agreement to employ.

Mr. E. B. Johnston: Is that a legal opinion?

Mr. ROBINSON: I have stated my opinion. I will now give Mr. Nevanas's opinion. First of all, he recognises by his reply that he was being employed because he states "I agree to the terms." Let us see what he does after that. On the 20th March, 1915, he enters into an agreement with the manager of the State Implement Works of Western Australia and in that agreement he signs his name in this fashion, "For S. V. Nevanas & Co. Propy., Ltd., under arrangement with the Government of Western Australia, S. V. Nevanas, Governing Director."

Mr. Foley: What was to stop him writing anything?

Mr. ROBINSON: What does that mean if it does not mean that he was agent for the Government of Western Australia. I say that the Government are in a dilemma in respect to that letter. Either Mr. Nevanas signs as agent for the Government of Western Australia, or else a contract had been entered into which has not been disclosed.

The Minister for Lands: The Government never saw that letter until the select committee got it.

Mr. ROBINSON: That was the evidence of the Minister for Lands.

The Minister for Lands: Not only my evidence, but other evidence as well.

Mr. ROBINSON: I will deal with all that evidence. When that man signed the letter in that fashion he either signed it as agent for the Government or as a contractor for the Government. Now we know there was no contract in

existence because the contract did not come into existence until the 9th April when the tender was formally accepted. If hon. members will turn to page 7 of the select committee's report they will see this very peculiar letter in the middle of the page with the signature I have read at the foot of it, and the committee say this about it—

The committee are of opinion that some weeks prior to Cabinet approving, on 9th April, on the acceptance of Nevanas's tender, the order for pipes was placed with Mr. Davies and Mr. Johnson was aware that the pipes were being made.

Just let me interpose here, either as agent for the Government or as contractor.

The peculiarity of the acceptance on 20th March of Mr. Davies's quotation for pipes by Mr. Nevanas is shown in the method of signature thus:—S. V. Nevanas & Co. Propy., Ltd., under arrangement with the Government of Western Australia, S. V. Nevanas, Governing Director, —and it is much regretted by your committee that it has not been possible to examine Mr. Nevanas personally on this and matters generally.

Then they go on to make this peculiar sentence—

There is no evidence to show that Mr. Nevanas had any authority from the Government for this peculiar form of signature.

I say there was evidence and the evidence was in the two telegrams which I have read. I do not know, because I was not a member of the select committee, whether that evidence was actually brought before the members of the committee. It was before them just as the files were before them, but even the member for Subiaco will not venture to say what is on page 12 of the file.

Mr. B. J. Stubbs: I can tell you that I know what was at the end of the telegram and which you did not read.

Mr. ROBINSON: That is an inference that I did not read the whole of the telegram and I must ask that the hon. member be requested to withdraw the reflection.

The DEPUTY SPEAKER: The member for Subiaco must accept the assurance of the member for Canning that he did read the whole of the telegram.

Mr. B. J. Stubbs: I asked the hon. member to read the concluding sentence and he failed to do so.

The DEPUTY SPEAKER: The hon. member said he did read it and the member for Subiaco must accept the statement.

Mr. B. J. Stubbs: I ask that the whole of the telegram be read.

The DEPUTY SPEAKER: I cannot direct that that be done.

Mr. B. J. Stubbs: Very well, I will withdraw.

The DEPUTY SPEAKER: If the positions had been reversed I would have taken the same course.

Mr. ROBINSON: I read the two telegrams through and subsequently read only a portion of them. Moreover they were read by the leader of the Opposition and if it were not for wearying this House I would read them again. If the member for Subiaco wants to see them in detail he can look at them on files 68 and 69. That deals with the attitude of the committee, and as I was saying, the committee had before them those telegrams. Although I do not know whether they were actually read to the committee they could not have said that there was no evidence to show that Mr. Nevanas had no authority to sign as he did. What the committee had in their minds was embodied in the evidence of one or two witnesses. Let me take what Mr. Sayer the Solicitor General said. Hon. members will find that on page 75 of the evidence questions 1835 and 1840 are as follow:—

By the Chairman: Just look at that contract with Nevanas to purchase pipes from the State Implement Works, dated 20th March. Can you tell us the meaning of the peculiar signature "For Nevanas in arrangement with the Government of Western Australia"?—I suppose it implies the Government have authorised it in some way.

You noticed the signature "For and on behalf of the Government of Western Australia." Do you know of any arrangement that would authorise Nevanas to sign in that way?—Certainly not.

What is the meaning of those two answers by the Solicitor General? Just what I have stated, that Mr. Nevanas had a right to sign in that way. Mr. Sayer was asked if he knew of such a contract and he said "No." Mr. Sayer did not know of the telegrams. Let us now come to what the Minister for Lands said on the subject. On page 96 of the questions and answers were 2277 and 2278 are as follows:—

Look at this document dated 20th March. It is signed "Nevanas & Co. under arrangement with the Government of Western Australia." What do you think of that?—It is the first time I have seen it. It is a most extraordinary document, most extraordinary from his point of view, but even more extraordinary from Mr. Davies's point of view.

I do not think I have made any more damaging statement about that agreement than that which was made by the Minister for Lands himself. The next question and answer are as follows:—

Have you before seen this letter of the 28th April, addressed by Nevanas & Co. to Messrs. Werner & Co., on the bottom of which you will see "On behalf of the Government of Western Australia" practically rubbed out?—It is the first time I have seen it.

In effect those answers show that Nevanas when it suited him, both with the manager of the State Implement Works and with Werner & Co. held himself out as the representative of the Government of Western Australia. Of that there is no doubt whatever. In the evidence given by Mr. Nicholson he said in effect that there was no agreement. What I take it that that trained lawyer meant was that there was no agreement of the character indicated by the Minister for Works, the formal agreement prepared by Mr. Sayer. What I do say is that there was and is

an agreement for employment and that it was acted upon. Now I want to refer the House to another page dealing with the same matter. If Mr. Nevanas was not the agent of the Government and he was not a contractor for the Government at that time, what was he? Let us hear what the Chief Architect of the Government, Mr. Beasley, has to say, and a more astounding statement it has never been my lot to read. Let me read it to the House. It appears on page 13 and is contained in questions 304 and 305:—

Have you any idea how Mr. Nevanas was going to be remunerated if he put in a tender of that sort without profit. Was he doing it out of philanthropy or not?—My impression at that time was that Nevanas & Co. were a wealthy firm of meat dealers and that the erection of these buildings was only a part of a large scheme in which they were practically partners with the Government.

What had occurred in Government circles to permit the Chief Architect to give evidence before the committee that he thought Nevanas was a partner with the Government? The next question, in utter surprise by the chairman, was—

Partners with the Government?—And the answer by Mr. Beasley was—

That was my impression. They told me themselves that they were not seeking to make a profit out of the buildings at all, that they were simply doing this because they were in a better position to do it than the Government were. Until that interview I thought there would be no difficulty on anybody's part in regard to finance. It is a little difficult at this time of day to say when my views changed, but in the first place I thought we were dealing with wealthy capitalists.

Wealthy capitalists who were partners with the Government! If that were the only question and answer dealing with it, we might be still in a quandary; but I will refer members to question 1501, and one or two following, when Mr. Beasley was further examined after

a number of other gentlemen had given evidence. This question by the chairman elicited a very enlightening answer—

In question 304 you state that your impression was that they were practically partners with the Government. Did this impression influence your action in any way?

And this was Mr. Beasley's answer—

It influenced my action right through.

Is there any greater condemnation than that? I condemn the Government out of the mouth of the Chief Architect, who said he was influenced in his action in advising them right through by the fact that he thought Nevanas & Co. were partners with the Government.

Mr. B. J. Stubbs: Are you going to condemn the Government for what the Chief Architect thought?

Mr. ROBINSON: As I drive my points home they strike hard into the member for Subiaco. The hon. member is feeling that if the Government go down, his seat will never be held by him again. I fancy I can see the member for Subiaco quaking in his shoes as these nails go in.

Mr. B. J. Stubbs: Your wonderful eloquence.

Mr. ROBINSON: There is no eloquence in this, merely hard solid facts; and it is only facts that drive nails into the coffins of members like the member for Subiaco. Now, will you be quiet? I propose to read that question and answer over again in order to give an intelligent rendering to the next question. The chairman asked—

In question 304 you state that your impression was that they were practically partners with the Government. Did this impression influence your action in any way? (Answer) It influenced my action right through. The next question and answer were—

In what way? (Answer) In my endeavours to facilitate the scheme generally.

Then the chairman asked—

If you had not had that impression, would you have given the same facilities to Nevanas?

And the answer was—

I should have treated him as an ordinary contractor. He did not come to me in the first place as an ordinary contractor.

The next question was this—

In question 316 you say that on the 25th March Mr. Johnson wrote you a long minute in which it is stated that under ordinary circumstances public tenders would be called, but as time was the essence of the contract, and the calling of tenders would necessitate advertising throughout the Commonwealth, that would cause a serious delay. What is your opinion on that?

Mr. Beasley's answer was—

Perfectly true; I agree with it.

Meaning presumably, that the calling for tenders would cause serious delay. Then Mr. Taylor asked—

What delay do you think advertising would have necessitated?

The answer was—

Not a day less than three months.

Then the chairman asked—

What is the position to-day?

This is what Mr. Beasley answered—

We are in a dreadful position, I admit, as regards the calling of tenders; but you see the thing has developed in a way that was hardly foreseen.

Then the chairman remarked—"You have been educated?" and Mr. Beasley, apparently not clearly understanding, rejoined "In what way?" "In commercial usages" explained the chairman, to which Mr. Beasley replied—

It is a little unusual for an architect to do what I have been doing recently. May I add that it is a little unusual for the Government to do what they were doing, namely, dealing with business matters that they had no more conception of dealing with on a sound basis than the Chief Architect admitted he had. On the evidence I have read, I say that that agreement practically committed the country to the handing over of the whole of the management of this concern to Nevanas, and that there would have been a deal of trouble in store for Western Australia had not the Minister for Works come in and put

an end to it. We have had Nevanas before us almost in theatrical guise. He has occupied in the firmament of Western Australia many roles ; first as adviser to the Government ; secondly as manager of the works and agent for dealing with the products ; thirdly, as architect and engineer to produce plans and specifications ; fourthly as contractor for the building of the works, and fifthly as an injured person claiming compensation.

Mr. Thomson : Oh no ; he was skinned, was he not ?

[*The Speaker resumed the Chair.*]

Mr. ROBINSON : As adviser, or as architect, as the case may be, he procured from one, Dunkerley, plans and specifications, and a tender addressed to himself for the erection of the works and the water supply at a cost of £137,000. This apparently he did not disclose ; but whilst he had that tender in his capacity as adviser to the Government he estimated the cost of the building at £120,000, the cost of the water at £30,000 and of the jetty at £30,000, or in all £180,000. The departmental officers said it could not be done ; presumably it could not be done even at that price. His reply to that suggestion of the officers was to offer to construct the works himself for the sum of £155,150. Well might he do so when he had in his pocket a reputable man's tender to do the same thing for £137,000, for he would make a pool of £18,000. We are told in the course of the evidence that in some of the negotiations between the two parties there was to be a bonus given to Dunkerley ; so instead of making £18,000, our friend would make £11,000. But what was his position then ? If he secured this contract at that price, he would scoop £11,000 and would become the manager and agent of this concern for the disposal of the whole of the products, getting commission on this, that and the other.

The Minister for Lands : You know that to be absolutely incorrect.

Mr. ROBINSON : I do not think so. Nevanas would have made out of this enough money to keep him for the rest of his days.

The Minister for Works : That is supposition.

Mr. ROBINSON : It is not supposition at all. I hear an interjection, "£10,000 a year." Even so that would have been too much. Let us see what should have been done in place of what was done.

The Minister for Works : We can all see after the event.

Mr. ROBINSON : You could have seen it before if you had had business sense. I do not begrudge the payment for the plans if they are good and sufficient for the purpose ; but having got the plans public tenders should have been called. What would have been the effect ? The man in the background would have sent in his tender for £137,000.

The Minister for Works : He wants £152,000 now for the buildings alone.

Mr. ROBINSON : But at the time he had given a tender to Nevanas to construct it for £137,000, and if to Nevanas, why not to the Government ?

The Minister for Works : He said he would not have done it for the money.

Mr. ROBINSON : He tells you that afterwards, but at the time you would have had Dunkerley's tender for £137,000, and perhaps the tender of somebody else for £120,000. Now, in respect to all these roles I have been talking about, when Nevanas became contractor undoubtedly the roles of adviser, and architect, and engineer, must have fallen. My leader has said "merged," but I do not see how the role of adviser could merge into that of contractor. He must come out of that position entirely and become contractor ; because to me as a lawyer it is incomprehensible that any man can be adviser and contractor at the same time to a trustee. As the Minister for Works rightly said, it frequently happens in private life that a man, knowing a building contractor, goes to him and says "Prepare me plans and specifications." It is done, and that same man then makes a tender in competition with others, and frequently he is accepted as the successful tenderer. The Minister for Works or any other private person

can do what he likes with his own, and there is nobody to question it but himself. But in this instance the Government are the directors of Western Australia, are trustees for the people of the State, and they must not do such a thing as this that would be open to suspicion. If any trustee in the land did it, it could be upset in the courts. That is why I say the Government are guilty of bad methods. They are guilty of doing things which ordinary individuals would not do, and they have done those things which lead one to believe that their principles are subversive of good government. Curiously enough a peculiar corollary arises: after the capacities of adviser, engineer and architect were gone, and Nevanas became contractor, when he was negotiating with the Minister for Works, why was it possible to conduct those negotiations on a basis of payment of commission? Payment of commission to a contractor! Have you, Sir, ever heard of such a thing? Is there a contractor on that side of the House? Is there a business man on that side? If so, has he ever heard of such a thing as a commission being paid to a contractor on the plans and specifications? As a matter of fact the Minister for Works let the cat out of the bag when, in answer to the committee of inquiry, he said "It is the 'Prinz Sigismund.'" We got into a difficulty over the 'Prinz Sigismund' and in point of fact the sum paid was a general sum in settlement of all claims and demands." He was mainly influenced by the "Prinz Sigismund." But what I object to is, not that they paid a sum to get out of the contract, but that they gave a wrong reason for it. I do not know who devised that reason; it certainly was not the Minister for Works, because he will not own up to it, but if we inquired further we might find out who it was. But it will not hold water, and even the Minister for Works, when he came to his defence, would not rely on it. I object to that, and, moreover, it was such a silly thing to raise, because, although it was said Nevanas was getting 3 per cent. on £106,000 for the plans, he was entitled

to only a smaller sum, and in fact they paid him on £155,000. A more ridiculous comedy than the Nevanas case I have never come across outside a Gilbert and Sullivan opera, and I regret those gentlemen are not in possession of the facts to make it a travesty for the illumination of people in other countries. I charge the Government of Western Australia in this connection with unbusinesslike methods. I might go on and enlarge upon the "Prinz Sigismund" blunder itself. That, to my mind, was equally as unbusinesslike as the point I have already attacked. It has been said that the damages the Government ran the risk of when they refused the "Prinz Sigismund" to Nevanas, were £5,000 or £6,000. If the case went before a jury of South Australians or Victorians, as it might very well have done, seeing this was an inter-State matter and the proceedings could have been taken in the High Court, the damages for that act might very well have been assessed at £25,000.

The Minister for Works: Make it £100,000 while you are at it.

Mr. ROBINSON: At that time, when steamers could not be had, the Government agreed as part of the contract to give Nevanas the use of the "Prinz Sigismund" to convey his goods to Western Australia. To use a favourite expression of the Minister for Lands, time was the essence of the contract with Nevanas. Nevanas was bound to time to complete these freezing works. If the Government took away his steamer so that he could not complete the works to time, the damages would be great.

The Minister for Lands: You know perfectly well there was no connection between the two.

Mr. ROBINSON: When the Government cancelled the agreement, they knew they were committing a grave offence. They knew they would be cast in damages. The Minister for Works told us the story; he said he settled one thing against another, and the Government paid this round sum. Be that as it may, those acts on the part

of the Government showed a wonderful lack of business knowledge, of ineptitude and incapacity. They are not fit to be further trusted with the government of this country.

On motion by Mr. Mullany debate adjourned.

House adjourned at 10.5 p.m.

Legislative Assembly,

Thursday, 11th November, 1915.

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

PAPERS PRESENTED.

By the Minister for Works: Gosnells Road Board by-laws, public pound, and preparation of roll for loan vote.

By the Honorary Minister: Report of the Chief Harbour Master to the 30th June, 1915.

QUESTION—GRAIN, FOODSTUFFS AND FODDER.

Hon. J. MITCHELL asked the Minister for Agriculture: What is the total loss on grain, foodstuffs, and fodder purchased by the Government to date?

The MINISTER FOR AGRICULTURE replied: Until all stocks are disposed of it will not be possible to state what the loss will be.

QUESTION—FLOUR AND BRAN, VARIATION IN GOVERNMENT PRICES.

Mr. THOMSON asked the Minister for Agriculture: 1, Seeing that the whole of the flour in the State is under the control of the Government, why are consumers at Katanning, Narrogin, and York compelled to pay £18 10s. for Grain and Foodstuffs Board flour, while consumers in the metropolitan area obtain Royal Commission flour at £16 10s.? 2, Will he also explain why the Government are charging £5 5s. for Grain and Foodstuffs Board bran and only £3 10s. for Royal Commission bran?

The MINISTER FOR AGRICULTURE replied: 1, The price at Katanning, Narrogin, and York, for flour milled from old Western Australian wheat, is the same as that prevailing in the metropolitan area, namely, £18 10s. per ton. Flour milled from wheat imported by the Government can be obtained at £16 10s. per ton free on rails, Perth. 2, The bran controlled by the Grain and Foodstuffs Board is milled from pure Western Australian wheat, and has a market value estimated to be at least 15s. per ton higher than for bran milled from imported wheat. The five guineas (£5 5s.) charged for this bran is subject to 2 per cent. for the millers' selling commission. The £3 10s. per ton for bran milled from imported wheat is the net price for parcels of at least 200 tons.

MOTION—WYNDHAM FREEZING WORKS CONTRACT.

Want of Confidence.

Debate resumed from the previous day on the motion by Mr. George—"That this House views with grave concern the action of the Government in entering into a private arrangement with Nevanas & Co. for the erection of freezing works at Wyndham and a private arrangement to hand over to Nevanas & Co. the management thereof for a term of years, and is of opinion that the evidence discloses throughout the negotiations, contract, and