

by the £2 license fee, as by the formalities involved in signing declarations and so on, and the 3d. royalty on the red kangaroos. If that royalty has now been done away with, the red kangaroos should be declared vermin in the northern parts of the State. If the royalty were changed to a bonus, I believe the number of kangaroos would diminish rapidly and there would be much more mutton produced. The kangaroo shooters will not shoot the small marsupials because ammunition is too costly to waste on them and a somewhat similar position exists in the case of wild dogs. A full-grown dog—unless the position has been altered—is worth £1 and the puppy is worth 10s. The result has been that it paid the native or anyone else to allow the animal to grow to full size.

Hon. H. S. W. Parker: He would be losing the interest on the 10s. in the meantime.

Hon. H. C. STRICKLAND: I think I have dealt with most of the problems of the North and I trust the Government will give particular consideration to the shipping service to that part of the State. At present the service is inadequate and imposes extreme hardship on the people of the North.

On motion by Hon. J. A. Dimmitt, debate adjourned.

BILL—STATE HOUSING ACT AMENDMENT.

Received from the Assembly and read a first time.

House adjourned at 6.15 p.m.

Legislative Assembly

Wednesday, 17th September, 1952.

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

ASSENT TO BILL.

Message from the Governor received and read notifying assent to the Industrial Arbitration Act Amendment Bill.

QUESTIONS.

BUILDING SUPPLIES.

As to Government Purchase and Disposal of Materials.

Mr. JOHNSON asked the Minister for Housing:

In reply to my question of the 10th instant, paragraph (2), "If the goods were not used by the Government, were they sold at less than market price?" answered "Average price was charged," will he state—

(1) Was average price less than market price?

(2) Were goods released to non-Government builders at average price?

The MINISTER replied:

(1) Average price at the time exceeded cost of Australian produced article, but was less than the then ruling rate of imported items.

(2) Yes. A surplus quantity of tin piping was released to Pipe Distributors, galvanised iron to Co-operative Bulk handling, and a small quantity of steel rod to an engineering firm for use in erection of factory executing Government orders.

MEAT.

(a) *As to Decontrolling Mutton.*

Mr. NALDER asked the Attorney General:

(1) Did the price of mutton at Midland Junction during the year from the 1st July, 1951, to the 30th June, 1952 ever exceed that which was fixed by the Prices Commissioner? If so, how many times?

(2) Because of the present very low price of mutton on the hoof at Midland Junction, will he give the public the advantage of securing cheaper meat by decontrolling same immediately?

The ATTORNEY GENERAL replied:

(1) Yes, the livestock market fluctuates according to supply and quality at different periods of the year. Records are not available of the prices paid for all livestock sold at Midland Junction or elsewhere. Prices paid at any sale would vary according to demand and quality. Stock reports give only a general indication of prices paid and the trend of the market.

(2) Prices fixed are maximum only, and there is nothing to prevent wholesale or retail butchers selling below that maximum. Maximum wholesale and retail prices of mutton were reduced by 1d. per lb. on the 8th July, 1952.

(b) *As to Wholesale and Retail Prices.*

Mr. W. HEGNEY asked the Attorney General:

(1) What is the wholesale ceiling price of—

(a) beef;

(b) mutton; in the metropolitan area?

(2) Why are the retail prices of meat not now included under the heading "Retail Prices and House Rents" in the "Quarterly Statistical Abstract (W.A.)"?

The ATTORNEY GENERAL replied:

(1) Wholesale ceiling prices—

(a) Beef—18d. per lb.

(b) Mutton—10d. per lb.

(2) Retail prices are collected under the authority of the Commonwealth Census and Statistics Act, 1905-49. In 1950, the Commonwealth Statistician ceased to publish monthly prices of meat.

CHAFF BAGS.

As to Price Reduction.

Mr. OLDFIELD asked the Minister representing the Minister for Agriculture:

(1) In view of the recent collapse in price on the Indian jute market, can he inform the House whether—

(a) the price of chaff bags will be reviewed before the commencement of chaffing the current season's hay crop; and

(b) If so, what will be the price of new bags?

(2) If the answer to (1) (a) is in the negative—

(a) when can a reduction in price of chaff bags be expected, and from what date would such new price operate;

(b) as the cost of bags has a large effect on the retail price, per ton, of chaff, will he assure the House that he will do his utmost to ensure that any proposed reduction in the cost of bags operates prior to the commencement of the forthcoming chaff cutting season?

The MINISTER FOR LANDS replied:

(1) and (2) Bags, sacks, packs and bales and jute and hessian piece goods are being decontrolled at an early date. This follows similar action taken in New South Wales, Victoria and South Australia and a comprehensive investigation into the supply position.

DAIRYING INDUSTRY.

As to Proposals for Commonwealth Assistance.

Mr. BOVELL asked the Minister representing the Minister for Agriculture:

Referring to the answer by the Premier on the 5th August, 1952, to my questions concerning the proposal to assist dairy farmers to increase cleared areas up to 150 acres, will he make a comprehensive statement on negotiations with the Commonwealth Government and, in view of the urgency of this proposal, inform the House when it is intended to implement it?

The MINISTER FOR LANDS replied:

The request submitted to the right hon. the Prime Minister by the Premier is basically the proposal submitted by the Farmers' Union and published in "The West Australian" early this year as a means of overcoming the uneconomic status of a number of dairy farms in W.A.

The main provisions of this submission are:—

(1) In the heavily timbered areas conforming broadly to those districts developed under the Group Settlement Scheme, an opportunity should be given for dairy farmers to increase production by further development of their farms to a 35 or 40 cow carrying capacity.

(2) The scheme would be voluntary.

(3) Initial assistance would be granted to clean up existing partly cleared areas sufficiently for agricultural equipment to operate thereon.

(4) To develop a further new area under the following conditions:—

(a) A maximum of £10 per acre being charged for knocking-down and sweeping into windrows.

(b) The provision of loans where necessary for financing clearing and further development.

(c) The farmer to be responsible for cultivation and laying down to pasture.

(d) Loans for developmental work to the windrowing stage to be interest-free for the first three years; interest only to be paid during the second three years; capital and interest to be repaid by instalments over the next 10 years.

This developmental loan, therefore, would be repayable over 16 years or earlier if the farmer desired.

The scheme cannot be initiated without financial assistance from the Commonwealth Government.

EDUCATION.

As to Restriction on School Building Programmes.

Mr. NEEDHAM asked the Minister for Education:

(1) Was he correctly reported in "The West Australian" of the 11th June, 1952, as saying, "Restricted Government finance will seriously cut school building programmes in the coming year unless the situation changes"?

(2) If so, has the situation altered since then?

(3) If it has, is the alteration a favourable one or otherwise?

The MINISTER replied:

(1) Yes, to the extent that when dealing with the point that the erection of Bristol pre-fabricated buildings then on order and arriving since that time and in the future would be the main avenue of school building during the year, it was clear that the erection of other "orthodox" buildings would have to be reduced.

(2) Not yet.

(3) Answered by (2).

RAILWAYS.

As to Building, James-st., Guildford.

Mr. BRADY asked the Minister representing the Minister for Railways:

(1) Is the Railways Commission building a pie stall of flat iron on railway property in James-st., Guildford?

(2) Has the building and site been approved by the Guildford Council?

(3) Will not the business cause a disorganisation of traffic at this spot, and cause inconvenience to the public using this area as a parking site?

The MINISTER FOR EDUCATION replied:

(1) No. A lease of railway land has been granted for the purpose of a refreshment stall.

(2) Yes.

(3) It is not considered it will.

ROYAL PERTH HOSPITAL.

As to Research Clinic.

Mr. BRADY asked the Minister for Health:

(1) Is it a fact that the Government is to provide £20,000 a year for the setting-up of a research clinic at Royal Perth Hospital?

(2) Is it a fact that a certain medical man has been appointed at a salary of £3,000?

(3) Was the position advertised in Australia, or abroad?

(4) Is a research clinic advisable when there is no medical school?

(5) Would it not have been better with the money available to set up a medical school at the W.A. University to cover the first three years of a full course?

(6) Is it not a fact that accommodation for a research clinic would have provided requisite accommodation for a medical school on the above lines?

The MINISTER replied:

(1) The estimated amount is £17,000 per annum.

(2) No, but a unanimous recommendation has been received today by the Board of Management, Royal Perth Hospital, from the Appointments Advisory Committee of the Honorary Medical Staff after several weeks of inquiry into the merits of candidates.

(3) Advertised throughout Australia.

(4) Yes. In the absence of a medical school such a unit is even more necessary.

(5) No. The amount available represents only a very small proportion of the cost of commencing a medical school.

(6) No. The accommodation for the research unit will be provided in the existing buildings of Royal Perth Hospital, made possible by the near completion of certain floors in the new building. This accommodation would be totally inadequate for a medical school.

STATE SAW MILLS.

As to Partnership with Private Interests.

Hon. J. B. SLEEMAN asked the Premier:

(1) When was the arrangement made for a partnership to be entered into by the State Saw Mills with private interests in a firm called Waggon Timber Construction Company?

(2) Who are the private firms in this company?

(3) What is the nature of the work they are doing?

(4) What amount was paid by the Government to enter the partnership?

(5) Where are the workshops of this company situated?

(6) Does this company get the work by public tender; if not, in what way is it allotted to them?

(7) What profit, if any, has been made by the company, and is there any time stipulated for the agreement?

The PREMIER replied:

(1) The 1st February, 1951.

(2) Millars' Timber & Trading Company Limited; Bunning Bros. Pty. Ltd.; Whittaker Bros.; State Saw Mills.

(3) Supplying pre-fabricated timber work for the construction of railway wagons for the State Government railways.

(4) £11,700 to date.

(5) Bassendean.

(6) The company is tenderer for the wood work to engineering firms who have contracts with Western Australian Government railways for construction of rail wagons.

(7) Nil, manufacturing not yet commenced. No time is stipulated for the agreement, which provides for the retirement of members on notice.

LOCAL GOVERNMENT.

As to Introduction of Legislation.

Mr. W. HEGNEY asked the Minister for Local Government:

(1) Is he yet aware that a number of local authorities are anticipating that a Bill dealing with local government will be introduced by him during the current session?

(2) Will he indicate whether he proposes to bring down such a measure before the session closes?

(3) If not, will he explain his reasons?

The MINISTER replied:

(1) No.

(2) If at all possible.

(3) The local government Bill is in the hands of the Crown Law Department, but owing to the exceptional size of the Bill and the many complications in drafting

which it involves, as well as the printing problem, there appears to be very grave doubt whether the Bill can be drafted in time for submission to Parliament during the current session. However, if it is not introduced in this session, it is intended that it will be introduced in the next session.

WORKERS' COMPENSATION ACT.

As to Drafting and Printing Regulations.

Mr. W. HEGNEY asked the Attorney General:

(1) What progress, if any, has been made with respect to the drafting and printing of regulations under the provisions of the Workers' Compensation Act?

(2) Can he indicate, approximately, when such regulations will be made available to the public through the Government Printing Office?

The ATTORNEY GENERAL replied:

(1) New rules and regulations have now been completed and are at present in the hands of the Crown Law officers for checking and certification.

(2) As early as possible.

TOBACCO LEAF.

As to Inquiry into Production Costs and Marketing.

Mr. HOAR asked the Minister representing the Minister for Agriculture:

(1) Has he seen in the "Daily News" of the 16th September, the report that a tobacco grower recently submitted to this year's sales 42 bales of leaf which merited a reserve price of 110d. or more, but no bid was made for his leaf, and that as a result a benefit fund has been opened in the Manjimup area on his behalf?

(2) Is he aware that a great many growers suffered this year through the absence of competition on leaf of the same quality that was in considerable demand last year?

(3) Will he institute an inquiry into the tobacco industry in this State, covering costs of production and marketing arrangements?

(4) Will he treat this matter as urgent and seek the Commonwealth Government's co-operation in establishing a marketing scheme that will give stability to this industry?

(5) Failing Commonwealth co-operation, will he examine the desirability and practicability of establishing a State marketing scheme?

The MINISTER FOR LANDS replied:

(1) Yes.

(2) I am advised that some leaf which would have been purchased last year was not purchased at the recent auction in Perth.

(3), (4) and (5) The Minister is concerned at the existing system of marketing tobacco in this State. The question was raised at the recent meeting of the Agricultural Council and the Commonwealth was urged to investigate prices received at recent auctions in Australia with a view to providing security and ensuring that usable leaf was purchased at a reasonable price. The matter is still under discussion.

WATER SUPPLIES.

As to Restrictions on Goldfields.

Mr. MOIR asked the Minister for Water Supply:

In view of the answer given to the member for Mt. Marshall on the 11th September regarding the question of water restrictions to be imposed on users in agricultural areas served by the Goldfields Water Scheme, the reply being, "As 24 hours per day seven days per week pumping is now operating the position is entirely different,"—

- (1) Does he still propose to apply restrictions this summer to the Goldfields?
- (2) If the answer is in the affirmative, how does he reconcile this with his previous statement that restrictions would be necessary solely because water was not being pumped 24 hours per day seven days per week?

The CHIEF SECRETARY (for the Minister for Water Supply) replied:

(1) If it is found that restrictions are necessary during some portions of the summer, suitable action will be taken.

It will be recalled that slight restrictions had to be introduced for short periods during each of the last three summers.

(2) At no time have I stated that the ban on overtime pumping by pumping station engineers had brought about the need for water restrictions. What I did say was that the extent of restrictions would depend on the date on which normal overtime was resumed by the employees.

LIME-SUPER ROYAL COMMISSION.

As to Printing and Tabling Report.

Hon. E. NULSEN (without notice) asked the Premier:

When will the report of the Royal Commission on the use of lime with super be printed and laid on the Table of the House, for the information of members?

The PREMIER replied:

I will see that arrangements are made to have the report printed and laid on the Table of the House.

BILLS (2)—FIRST READING.

(1) Abolition of Death Penalty for Murder.

(2) Criminal Code Amendment.

Introduced by Mr. Graham, and read a first time.

BILL—STATE HOUSING ACT AMENDMENT.

Read a third time and transmitted to the Council.

BILL—CHILD WELFARE ACT AMENDMENT.

Report of Committee adopted.

MOTION—HOUSING CONTRACTS, SNOWDEN AND WILLSON.

To Inquire by Select Committee.

MR. OLDFIELD (Maylands) [4.47]: I move—

That a Select Committee be appointed to inquire into and report upon the methods adopted by the firm known as "Snowden & Willson" especially in relation to contracts for building houses entered into by them and, if necessary, to suggest legislation.

In moving for the appointment of a Select Committee, I am not making charges against the firm of Snowden and Willson, but am merely placing before the House facts given to me by persons who have had business dealings and contractual relationships with the firm in question. In view of the serious nature of certain allegations by these clients of Snowden & Willson, I feel it necessary that a committee be appointed either to prove these charges or clear the firm from them and allow its name to be unblemished by any false statements. Moreover, if the allegations as made to me have any foundation whatever, the committee could, if possible, give relief to the victims and recommend any legislation deemed necessary to prevent any future acts of a questionable nature adversely affecting persons suffering housing hardships.

When the persons concerned approached me with their complaints, they all said, "It may not be possible for us to receive any redress, but we will be happy if you can save some other unfortunate people from being trapped as we have been." About this time last year I received several complaints regarding the activities of the firm of Snowden & Willson. I made further inquiries and then I asked the persons who had complained to me to request from Snowden & Willson a copy of their contract agreements with that firm. Each of those people called at the office of Snowden & Willson and asked for a copy of his contract, and each in turn was refused. One person called at the office

at least six times in a fortnight, and he was refused. Another called many times over a much longer period, and was never successful in obtaining a copy of the agreement he signed with the company.

Mr. McCulloch: When?

Mr. OLDFIELD: This time last year. As a result of the story told me by these people, and after they were unable to obtain copies of their contracts, I asked certain questions of the Minister for Housing on the 8th November, after giving due notice on the previous day. The following are the questions which I asked and the answers that were given, as they appear on page 546 of Vol. 2 of "Hansard" of 1951:—

(1) Is it true that the release of controlled materials by the State Housing Commission to the building firm of Snowden & Willson Ltd. has been stopped?—Yes, for ready-made houses.

(2) If so, what are the reasons?—For non-compliance with the conditions imposed by the Commission respecting release of materials for ready-made houses.

(3) Has the Housing Commission, or any officer thereof, perused a copy of the agreement which this firm requests its clients to sign, and if so, is it true that it contains an indeterminate sum of "extras," notwithstanding that these are not allowed by the Commission in the specifications submitted to it?—No, a copy of the agreement has not been perused.

(4) Does such a contract provide for cancellation at a moment's notice without giving reasons?—Answered by (3).

(5) Have any complaints been lodged with the Commission by potential home-seekers regarding the activities of the firm, and if so, what was the nature of such complaints?—Yes. Sale price and charges considered excessive.

(6) If the facts as stated in (3) and (4) are not at present within the knowledge of the Housing Commission or its officers, will he cause inquiries to be made, and if verified, take action to expose the activities of this concern?—The Commission can only exercise the powers provided under the Building Operations and Building Materials Control Act.

Those answers were given by the Premier, for the Minister for Housing, and they justified the questions. A few days later, after the Press report of the questions and answers, a letter appeared in the Press from the company and I also received a four-page letter from the firm accusing me of hiding behind parliamentary privilege in an attack upon the company. I did not attack the company; I

merely asked questions to acquire certain information. If the reply to question No. 1 had been "No" instead of "Yes," that is all there would have been to the matter, and the information given to me by persons who had had dealings with the firm would have had no foundation.

I do not propose to weary the House by reading the full text of this letter from Snowden & Willson, which contains a lot of vain repetition, but I will read the relevant parts to which I sent a reply. Let it be borne in mind that one of the reasons I asked the questions was that no person who had had contractual relationships with the firm was able to obtain a copy of his contract. Here are extracts from the letter to me—

Regarding the report in "The West Australian" of the 9th inst. headed "Firm under Ban for Materials" arising from your questions in the Legislative Assembly on the previous day, we direct your attention to our reply appearing in "The West Australian" on the 10th inst.

In view of the fact that up to the time of writing this letter (Wed. 14th inst.) no such ban has been imposed on us nor communicated to us by the State Housing Commission as implied in your questions and as stated in the reply given by the Premier thereto, nor have any inquiries been made to our knowledge by the State Housing Commission into our operations, we question the source of your prior information on the matters implied in your questions and challenge you to disclose not only such source but to come out in the open and state what independent inquiries you made in your public position to satisfy yourself that the circumstances which had been brought to you were true and of such importance to the public and the relief of the housing problem as to warrant being brought before Parliament in the terms that you did and in the form of "questions."

Perusal of "Hansard" discloses that your "questions" went further than reported in the Press and implied doubtful practices in our business methods in house building and in dealings with purchasers. "Hansard" further discloses that the terms in which your questions were worded, e.g., in particular your inquiry to "expose the activities of this concern" suggest violent partisanship and hostility on your part and abuse of your privileges as a member of Parliament in attacking a private concern to such an extent as to do it great damage in its business.

We wish in the first place to deny emphatically the implications contained in your questions, and we take

strong exception to the manner in which you have attacked us under the cloak of parliamentary privilege on information given you by some source which has some axe to grind or desires to work off some grudge against our firm and do it damage, and all this without yourself making any independent inquiries in the matters you have brought forward.

Obviously from the text of your questions they were made at the instigation of some third party with the intention as we have said of using you to damage us in our business as builders in the eyes of the public and in terms in which neither you nor your informers dare come out into the open and publicly state, or come to us and state.

House building is our business and we claim that we do it well and in these days have been and are still doing a worth-while job for the small house-seeker, and we ask you in all fairness to make inquiries into the matters that have been brought to you preferably by coming to us and making your inquiries direct.

We repeat that we invite and in fact challenge you to state the reasons for your attack on us and from what source they emanated, and to come to our offices and state any instances that have been brought to you and examine our files and records. If you are not prepared to do this it will only confirm our present views, that your attack was made under the cloak of parliamentary privilege, not in the interests of the public or the solution of the housing problem, but to serve other purposes designed to do us damage.

Mr. Graham: Did you make inquiries direct from the company?

Mr. OLDFIELD: I will read my letter in answer to the firm. I want members to bear in mind that when people came to me with complaints, I was at a loss, and we were all at a loss, pending the sighting of a copy of the contract signed by these people with the company. I sent people to the company to obtain a copy, but they were refused. I have signed declarations in which these people have sworn that they were refused such copies.

Mr. McCulloch: They could have had a copy if they wished.

Mr. OLDFIELD: For the benefit of the member for Hannans, there is also on the file a letter from the firm's solicitors to Mr. Stoddart, who was acting for a client of Snowden & Willson, in which it was pointed out that certain difficulties had arisen and they could not supply a copy of the contract. That letter is here

and I will produce it later. My reply to that letter from Snowden and Willson was as follows:—

I wish to acknowledge your letter of November the 14th. I am, of course, unable to deny your statement that no ban has been imposed by the Housing Commission, but I would remind you that the information was supplied by a most responsible person, in the Honourable the Premier, after due notice given the previous day.

The questions I asked were bona fide aimed at ascertaining whether certain statements made to me by and on behalf of persons who had made contracts with you, were correct or not. I would suggest that a closer examination of the questions themselves would reveal neither partisanship nor hostility but rather a desire to ascertain the facts as known to the Housing Commission. The Housing Commission is the body entrusted by statute with the general control of building and building materials, and the questions would have enabled answers to be given most favourable to your Company, had the facts warranted such answers, or in regard to certain of them, had the documents been available to the commission and warranted such answers.

There was certainly no abuse whatever of any Parliamentary privilege and many such questions have been asked in respect of other concerns during this and recent sessions.

At least two persons who have complained to me have stated (for example) that they cannot obtain a copy of the contract and agreement entered into by you, with each of them. One informed me that he has asked for same on more than one occasion, without success.

If the person who actually has contractual relationships with you, and is therefore entitled to a copy of the agreement in my opinion, is unable to obtain one, what likelihood am I to expect of obtaining same?

I have no animus of any kind against your company. I desire only to see fair play. If you will undertake in writing that production of a written authority from any client of yours who has approached me, will enable me to obtain a copy of his contract with you and also enable me (as you suggest) to peruse any other relevant documents, I will obtain at least one such authority, visit your premises, peruse such other documents and bring away such copy of contract.

Thus, I trust to enable me to satisfy myself, and more important still my enquirer of the satisfactory nature of the arrangements made between you.

I think you will agree that this is a reasonable proposition. Any arrangement for a visit to your office, that did not include provision of the copy contract for subsequent discussion and possibly advice would, I think, be of little value.

Members can see that I was not prepared to go to Snowden & Willson's office unless they were willing to let me bring away a copy of the contract. I received no reply to that letter, which is dated the 16th of November, 1951. They obviously did not want to give a copy of the contract.

Mr. May: Are they issuing copies of the contracts to their clients now?

Mr. OLDFIELD: I have not yet found any person who has been issued with a copy of the contract, though I have here a copy that I obtained from a man who eventually secured it, after much persistent effort. I received it only last week, having tried for 12 months unsuccessfully to get a copy. The man from whom I obtained it did not realise that I was seeking a copy, and he had it in his possession for some time before giving it to me.

When I wrote that letter I was already armed with an authority signed by a person who had contractual relationships with the company, to peruse all papers and documents relating to the agreement between him and the company and to bring away a copy of his contract, but for obvious reasons I never received a reply to my letter to the firm. Following on that, a series of questions was asked in this House by the member for Hannans. The questions and answers appear at p. 996 of Vol. 3 of "Hansard" for the year 1951-52. The questions were first put on the notice paper about a fortnight prior to the 27th November, the day on which they were ultimately answered and they were postponed daily until that date. Mr. McCulloch asked the Minister for Housing:

(1) Is it a fact that a ban on building material has been placed on the firm of Messrs. Snowden and Willson, Builders, of 45 St. George's Terrace, Perth?

(2) If the answer to (1) is in the affirmative, what are the real reasons therefor?

(3) Is he aware that a large number of clients for whom the above firm have built homes under the ready-made homes scheme, are highly satisfied with the homes provided, also with the financial arrangements entered into prior to any contract or agreement being signed by the parties concerned?

The Minister replied as follows:—

(1), (2) and (3) The Commission decided not to grant any further releases to Snowden & Willson for controlled materials for "ready-made"

houses, but as no application for such releases has since been made, the decision has not been put into effect.

As a result of a conference with the company, satisfactory arrangements have now been made to issue releases.

I understand that the postponing of those questions was at the request of the company and that the company was interested in having them asked. I believe they were postponed because negotiations were then proceeding between the company and the Housing Commission with regard to the release of controlled materials for ready-made homes. At about the time that I asked my questions and after complaints had been received at the Housing Commission by homeseekers, I believe the non-compliance with the conditions was in regard to extras that the firm claimed it was putting into the houses. I would remind members also of the Premier's answer to my question, with regard to the complaint lodged with the Housing Commission as to the prices charged for these homes.

The negotiations between the company and the Housing Commission were, I understand, purely with regard to the price the firm was charging its clients. So after those questions asked by the member for Hannans were finally answered, an agreement was reached between the State Housing Commission and Snowden & Willson, wherein the firm was to be permitted to continue to build ready-made homes and select their clients and arrange finance, if necessary, but the State Housing Commission was to do the costing and the firm was only to charge the figure recommended by the Commission. That arrangement lasted until early this year when price-control over buildings was lifted and when the control over building materials was eased.

As a matter of interest, I will mention that since the lifting of controls over the prices of buildings, certain things have occurred. For example, a home completed by Snowden & Willson in King William-st. Bayswater, was sold to a purchaser in the first week of February this year for £2,785. Another home, built of exactly the same materials and to the same specifications from identical blueprints has recently been completed in Bassendean by another building firm for £1,660. The latter figure excludes fencing and in that case also there is a saving in the cost of sewerage, because the place in King William-st. required expensive sewerage connections as against a septic tank installation in the other building, but the difference there is about £160, bringing the cost of the last mentioned home to £1,820 as compared with Snowden's house.

Mr. May: Does that include the land?

Mr. OLDFIELD: No. It is the building of the house only. There is a difference of £965 in the price of those two homes, though there has been a considerable rise in the cost of building between the time of completion of the Snowden & Willson house and that of the other building I have mentioned.

Hon. A. R. G. Hawke: Is not that the sort of private enterprise that you people stand for?

Mr. OLDFIELD: It is not the type of private enterprise that I or any other member on this side of the House believes in, if these charges have any foundation. I gathered from the information that various people gave me that what actually occurred in the relationships, approach and subsequent negotiations of the company, was that people who were seeking a home or accommodation of some sort anywhere would go around all the land and estate agents and eventually finish up at the office of Snowden & Willson in St. George's-terrace. After having been told the same story as they had heard everywhere else—that they would have to wait at least two years for rental accommodation—they would be told by the girl at the counter that the firm was building ready-made homes, and that if they waited and interviewed Mr. Snowden it might be possible to reach some agreement and they might be fixed up satisfactorily.

When they interviewed Mr. Snowden, who I understand exercises great charm and tells a good story, he would find how much money the prospective client had and offer, if necessary, to arrange an unregistered second or even third mortgage at seven or eight per cent. The reason for the mortgages being unregistered is that the Commonwealth Bank will not permit anyone to take a second mortgage on property over which it holds a first mortgage. The next step in negotiations would be for Snowden to take the client and his wife out to inspect a completed home, with all improvements—a nicely built little place.

Mr. McCulloch: Do not they take a risk by not registering the mortgage?

Mr. OLDFIELD: No, not according to the legal opinion that I received. I might add that the improvements which the people would be shown in these homes would be things such as fencing, granolithic paths, brick facing, cross-arms and so on, a list of which I will read out later. The prospective client would be shown the house complete, as it stood, and it would be suggested that the price would be, say, £1,950. Mr. Snowden tells the people the approximate date when the house will be finished and suggests it may be a fortnight, three weeks or six weeks; it all depends on the stage the house has reached. But the finishing date is never

more than a few weeks away! Then Mr. Snowden arranges for the client to come back to the office on the following day and sign the contract. He generally arranges for the signing to be done towards the latter end of his client's lunch hour. That means that the client is always in a hurry to get back to work.

Mr. Snowden, so I am told, always says that he has only about ten minutes because he has to keep an appointment. He has to go to the Housing Commission; he is needed at a conference or must go to the Commonwealth Bank to arrange for finance. He is always in a hurry and, apparently, he wants the clients to be in a hurry too. In other words, he cannot afford much time. He is most regretful, but he says, "Anyhow the contract is only a formality; it is only a normal contract and is the type usually signed by both builder and prospective owner."

So they rush through the contract clause by clause and, when he comes to the rise and fall section, I am led to believe that Mr. Snowden assures the prospective purchasers that the rise will be only a few pounds—nothing more than about £20. He says that it will be only the cost of the labour because the materials have been purchased and are on the site, and the extra costs for labour will be only for the period required to finish the house. So the people take him at his word; they have sighted the material, but after they get into the house they find that the rise is not £20 but frequently in the vicinity of £100, with a further £200 for extras.

Mr. McCulloch: What extras?

Mr. OLDFIELD: I know that the member for Hannans bought his house from Snowden and Willson. Undoubtedly the hon. member had a good spin with the firm; that is only natural because he is a member of Parliament. Also, a member of this House would be able to understand a contract, but a good many ordinary people have not the first idea about it and take a contract at its face value. I do not think Mr. Snowden would be so foolish as to try to put anything over the member for Hannans. However, all the clauses in the contract are initialled, I understand, and Mr. Snowden refers to them as "mere formalities"—just the normal clauses that appear in any contract or agreement! And as Mr. Snowden is in a hurry to get away, he regrets he cannot spare the time to go into details, but if the people suggest that they would like to take the contract away for a closer study before signing it, he will not agree. He says, "No. The house may be gone because there are others waiting. Only a limited number are available and we have a long list of clients. Sign up now, leave your deposit, and the house will be yours. It is quite all right; you have nothing to fear."

From what I can understand he can tell the people a good story; he is a good salesman and, because he has a palatial office in the Terrace, the client naturally thinks that the firm looks reputable, and that everything will be all right. We must also bear in mind that most of these people are desperately in need of accommodation and are prepared to take a risk in order to get houses.

Mr. McCulloch: You can always cancel a contract.

Mr. W. Hegney: They are born every day.

Mr. OLDFIELD: After Mr. Snowden has got them to sign the contract, and if they have not sufficient cash when added to the maximum loan available from the Commonwealth Bank, to purchase the property, he arranges for a second and/or third mortgage, if necessary—and at 7 or 8 per cent. interest.

Although these homes were built under the State Housing Commission's ready-made homes scheme, and releases for materials were granted on that basis—I have letters written by the firm which state that it does not build houses for ordinary private applicants—the purchaser pays interest on the second and/or third mortgage from the date of signing the contract.

Mr. McCulloch: What is the interest rate on the third mortgage?

Mr. OLDFIELD: It is eight per cent. and the purchaser pays that interest from the date of signing the contract. In some instances it is up to six months before people get into their homes. Yet these are supposed to be ready-made houses and to my mind they should be completed before the applicants are liable for payments. There should be no rise and fall clause and the houses should be sold when completed, and not until then.

Mr. McCulloch: Is that the case now?

Mr. OLDFIELD: Furthermore, an applicant is compelled to take out a fire insurance policy which also dates from the time of signing the contract. The policy is taken out through Mr. Snowden. About a week after a person signs a contract, and things look to be moving, there is a good deal of correspondence between the client and the office of Snowden and Willson. I have two files here which show the amount of correspondence that passes backwards and forwards. Mr. Snowden invites clients into his office and asks them how they are going. He tells them it will only be a matter of a week or two before they will be in their homes. Then he gets them to write letters, in their own handwriting—and I understand he dictates these letters to the applicants—to the State Housing Commission, the Commonwealth Bank and, in some instances, to the firm of Snowden and Willson.

In these letters the clients state how happy they have been in their relationship with the firm and how pleased they are to have been able to meet Mr. Snowden; how nice he has been to them and how thankful they are for all the assistance he has given them. I believe that the State Housing Commission has a file on which all these letters are kept and the wording, in almost every instance, is the same. All the letters have been written with a Biro pen, in different handwriting, but on the same type of paper. That, I think, proves that they were all written in the same office.

Mr. McCulloch: Suppose they were, what about it?

Mr. OLDFIELD: If the hon. member is trying to upset me, he is not in the race.

Mr. Griffith: He might have shares in Snowden and Willson.

Mr. OLDFIELD: If the member for Hannans is on the side of the company he can speak to the motion after I finish, and I am sure the House will be interested in what he has to say. I can tell the hon. member that he will be fighting a losing battle. There is only one reason why Mr. Snowden would require these letters and that would be for future reference. When clients have approached him he has frequently referred back to that correspondence and shown them what they said about him.

He always attempts—sometimes he succeeds—to sell radios and or refrigerators to people moving into houses; if he sells both, all the better. Undoubtedly as a businessman he would receive a commission on those sales. There is nothing wrong with that if the people want those things. But I know of an instance of a person in Maylands—these people live only about a hundred yards away from the member for Hannans—who went into a house, and a week later Mr. Snowden asked the lady of the house to pop into the office to fix up some further business. When she arrived Mr. Snowden said, "Look here Mrs. So-and-so, I sincerely regret that I was not able to install a refrigerator in your house. I would like to do so, but we have not one available. However, I have decided to give you a radio instead."

If a man talked like that any person with normal intelligence would think that he was being given the article in question. So the lady said, "That is very nice of you." Mr. Snowden produced the contract and said to the lady, "If you will acknowledge on the contract, that you have received it, that will be all that is necessary." The lady did this and a week later Mr. Snowden rang her husband at his office in Perth and said, "Mr. So-and-so, would you call round after work and see me about that radio." So the client said, "What radio?"

Snowden replied, "The one that I arranged with your wife to deliver." Naturally the man said, "O.K."

He went around to the firm's office at about half past five in the afternoon and Mr. Snowden picked up the radio and said, "This is the one I arranged with your wife to deliver. We will take it out to your home in my car." They did this and Mr. Snowden carried it into the house and put it on the mantelpiece. He connected it up and tuned it in. They all stood back and admired it, and after Mr. Snowden had gone the client noticed that the piece of cloth behind the speaker had been damaged. He said to his wife, "We will not complain about it because it has been given to us." But three weeks later they received the statement of rise and fall charges, and extras, and included in it was an item of £24 10s. for the radio. The person concerned wanted a radio so he did not worry unduly about having received it in this manner. The only feature about it was that the machine had been damaged and that it was too late to complain about it, because if he did so the firm would say that it was not damaged when it was delivered.

Not only does an applicant, when he signs a contract, become liable for fire insurance from that date, plus the interest on the second and/or third mortgage, if one is raised, but he also pays all rates and taxes on the property as from the previous June. The client pays all those incidentals, and all the dealings between the client and the firm are conducted on the same basis as they would be if the house were being built to the client's specifications. Yet the firm is operating under ready-made house permits and the houses should be sold on that basis. Whenever complaints are made the firm always takes the stand that the houses were sold as ready-made homes, and that they were not built to the client's specifications.

Another matter that crops up is that when the house is finally completed, and after signing one letter, the client is called into Mr. Snowden's office. He finds that gentleman sitting at his desk with the keys to the house in his hand, well out of the reach of the client. Mr. Snowden then says, "Here are the keys to your house. Everything is right now and your house is ready for you. But before you get the keys I want you to sign this declaration." The clients are compelled to sign the declaration before they get the keys. The declaration is to the effect that they are entirely satisfied with everything in the house; that they have inspected it and everything in it and have no complaints to offer. Nobody ever signs that declaration without an objection.

When they raise objections Mr. Snowden says, "I am sorry I cannot give you the keys until you sign the declaration." The client then asks if he can go out

and inspect the house, to which Mr. Snowden replies that he is sorry he has not the time. Some members may say, "Why do they sign?" But if they saw how some of these people are living they would appreciate why they sign this declaration. Some of these people who require homes are living in appalling conditions; some are living in tents, others in caravans and others on verandahs. They see the prospect of a new home; the client has paid his money and all he has to do is to sign a declaration which will enable him to move into that new home. From a psychological point of view he will undoubtedly sign.

Mr. Yates: Is not the client informed where the house is built?

Mr. OLDFIELD: They are shown the house during its erection, but not when it is completed. Complaints come up later that originally they were shown a completed house—one with brick facings and foundations, with crossarms, clothes-lines, granolithic paths, and so on. When they go out to the house they may find that there is no cyclone mesh fencing or no brick-facing along the foundations. They had not seen this house completed, but they expect that these amenities would be in the house into which they hoped to move, because they were contained in the original completed house shown to them by Mr. Snowden in the first instance.

Hon. A. R. G. Hawke: Would not the average person for whom a house was being built be having a look at it fairly often?

Mr. OLDFIELD: Some of them are in inaccessible positions. People generally go out and inspect homes over the week-end. When a house has neared completion sufficiently to warrant a look inside the place is generally locked up of a week-end. These people trust the firm and accept what they are told on its face value. After having taken possession of the house the client then receives his pro forma invoice—in most instances a rise in labour and materials amounting to £100 is listed, despite an earlier assurance that it would not be more than £20 or £25. He will also find listed, unasked for extras which a normal person would expect in any house that is built.

In one instance these extras were listed for as much as £200. The client would have paid a deposit of £800 plus the £200 he has obtained from the Commonwealth Bank to Mr. Snowden, and if he cannot raise sufficient cash to pay these extra charges he has to go back to the bank and increase his first mortgage to £1,350, which is the maximum the Bank will allow. If he only has £700 initially he cannot get any more from the bank having raised the maximum in the first instance. Accordingly the person has no alternative but to go to Mr. Snowden. In his invoice it is stated that early remittance of this

extra money is expected and Mr. Snowden arranges a mortgage; where they have already taken out a second or third mortgage he arranges to increase the mortgage by the amount necessary.

Mr. Yates: How many individual complaints have you received from these clients?

Mr. OLDFIELD: Quite a number and I propose to read six or seven of the letters I have here at a later stage.

Hon. E. Nulsen: Is the firm financially solid.

Mr. OLDFIELD: I have not taken out a T.P.A. report but if there is any foundation in the charges which the persons concerned have lodged, then I would say that the firm must be very solid financially. I hope either to prove or disprove these charges if this House gives me an opportunity to do so. We got to the stage where Mr. Snowden either increased the second mortgage or raised one to cover the extra cost. If by chance the client is one who has bought a radio or refrigerator, or both, that appears on the pro forma invoice. If he has not sufficient cash to pay for them the procedure is that the amount owing on the radio and the refrigerator is deducted from the original deposit; they are paid for out of the original deposit and that deposit is lessened by that amount.

Following that, the second or third mortgage is increased by the amount deducted from the original deposit. So any money owing to the firm is covered either in a second or third unregistered mortgage. After a person has moved into the house and has any complaints about details which he expected to be in the house, and which are not there, despite the fact that they were in the house he inspected before he signed the contract, those complaints are always ignored for some considerable time. For instance, it may be a complaint about a leaky roof.

Hon. A. R. G. Hawke: The State Housing Commission is something like that.

Mr. OLDFIELD: I realise that, but that department is a busy one. If the client goes to see Mr. Snowden before signing the contract and paying the money he is always available for an interview, but after the contract has been signed and the money paid the client finds that he is too busy to see him and that he is never able to interview him. So, correspondence flies backwards and forwards until we get a pretty thick file on the subject. If a purchaser persists in his demands for a copy of the contract or for maintenance to be done such as the rectification of faults in the building, or if he asks for a detailed account of the statement and refuses to pay for the extras that have been put in, the company threatens him with a

demand for instant payment of the amount owing to it under the second mortgage.

From what I can understand from the correspondence and from certain extracts this demand mortgage means that, if a person borrows £100 from the company on a second mortgage on a house and has arranged to pay it back at £2 a week for 50 weeks, payment can be made regularly for 10 weeks and then suddenly the company will want the balance. If the client has not the balance, and although he has not defaulted in one weekly payment, the contract states that the company can evict him and sell the place in which he is living.

Many people have approached me in this matter. They are very dissatisfied but they have to pay Mr. Snowden too much money before they can get themselves out of his clutches, and they are afraid he may have the power to sell the house and may exercise it; particularly if they come to me with a statement, or if they have too much to say in the matter.

Hon. A. R. G. Hawke: You speak as if you have already found the firm guilty.

Mr. OLDFIELD: No; the people have come to me and complained and I have asked them to give me a signed statement and they say they do not mind telling me about it, and that if a Select Committee called them as witnesses they would, of course, not be able to help that; but they would prefer to be left out of it.

Hon. A. R. G. Hawke: The tenor of your speech is that the firm is guilty.

The Minister for Education: That is hardly fair.

Mr. OLDFIELD: I am merely pointing out what the people have said to me; I am only putting before the House the story as it was told me by the people concerned.

Hon. A. R. G. Hawke: I am referring to your own comment on what the people have said to you.

Mr. OLDFIELD: I have told the Leader of the Opposition that the people have come to me with complaints.

Hon. A. R. G. Hawke: Yes, but I am referring to your comments on what they told you.

Mr. Yates: Do not let him draw any red herrings across the trail.

Mr. OLDFIELD: I think the Leader of the Opposition is having me on; in fact I am sure he is. After signing the agreement the people concerned cannot get any satisfaction concerning complaints which they may have. As I have said they are threatened that, if they do not desist from harassing the company, it will exercise its prerogative and demand payment, and if that is not forthcoming then the company will sell the house to recover its just dues.

Another matter that has been brought under my notice has regard to fencing on certain of these properties. In Leake-st., Bayswater, there are two adjoining houses that were built by the firm, which owned just those two blocks. On either side of the two blocks there was vacant land. When the ingoing purchaser went into the home about the middle of 1950, on his pro forma invoice dated the 17th August, 1950, fencing was charged as an extra. Earlier this year—almost two years later—the owner of one of the vacant blocks built a house. The firm wrote to this person claiming half the cost of the fence. The owner of the house came to Perth and went into occupation of the place, and the company wrote her under date the 22nd July, 1952, as follows:—

Dear Madam,

You will remember us writing to you some time ago for fencing claim, and as we understand you are in occupation of the premises in Leake-street, we would be glad if you would forward your remittance for £21 7s. 6d. as previously requested.

This person had never had any dealings at all with the firm. The owner of the adjoining house said that he had been charged for the fencing and that, if anyone was entitled to half the cost, it was he, but the fence was there and it did not matter. This owner wrote to the company pointing out that he did not think it had a claim for the fencing because he had bought the house from the firm and had already paid for the fencing. On the 29th July, the firm replied—

Dear Sir and Madam,

We have to acknowledge receipt of your letter of the 27th instant, contents of which are noted, and in reply to advise you that you must be labouring under a misapprehension.

Following our standard procedure, portion of your contract dated 20/4/50 reads—

"No claim shall be made by us or our successors in title at any time now or in the future as regards half cost of dividing fences on either side or the back of the above house."

For your information.

That is beyond my comprehension. I certainly cannot reconcile the facts. Here is an astute firm engaged in the building of houses. It owns two adjoining blocks and there is vacant land on either side of the two blocks. Houses are built on the two blocks and fences erected and the purchaser is charged for the cost of the fencing. It is only natural that any business firm would act in that way. If the firm desired to retain the right to claim half the cost of the fencing, it would be entitled to collect that half only once. It could not charge the full

cost of the fencing to the purchaser of the house and then claim half the cost from the adjoining holder.

If a firm charged a purchaser for only half the cost of the fencing, the vacant block might never be built on or it might not have a connecting fence for 20 years. The amount claimed in this instance is £21 7s. 6d. and I certainly think this is a matter that should be investigated. I may add that, so far as I am aware, no further action has been taken by the firm in this matter.

Now I propose to read statements by several persons who are under contracts and agreements with the firm. I do not propose to mention names, but the papers will be available for inspection by any hon. member. Some of the writers are mortgagors and are therefore entitled to protection. The first letter reads—

Further to my discussion with you, points regarding my transaction with the above which I consider most unsatisfactory are as follows:—

(1) Originally promised the house within six weeks (from early December, 1950), price to be £1,998, and when I questioned Snowden about his rise and fall clause, he assured me that, as the house would be completed within six weeks, the "rise" if any would only be a "few pounds." As you know, the house took over six months and cost me an extra £260.

(2) Brick foundations were promised—no bricks.

(3) Smaller window hoods were eventually built.

(4) I also fail to see why rates and taxes, etc., should be paid by me six months prior to getting the keys.

In general my whole dealings with this firm were most unsatisfactory.

I have never met the writer of the next letter I propose to read. The letter came by post after the Press had announced my intention to seek the appointment of a Select Committee. The covering letter stated—

I understand that you are endeavouring to institute an inquiry into the dealings of the firm of Snowden & Willson Pty. Ltd., and I enclose a statement, signed by myself, that may be of some assistance to you in your investigation.

The statement reads—

To whom it may concern,

In connection with the purchase of the house property at the above address from Snowden & Willson Pty., Ltd., of 45 St. George's-terrace, Perth, on behalf of my wife and myself, I wish to make the following statement with reference to the financial aspects of the transaction:—

When the contract was signed on the 21st of May, 1951, the purchase price agreed upon was £3,400, of which I paid 10 per cent. as deposit—viz., £340—and the balance was to be paid at settlement, upon completion of the house. At this time the building was well advanced, and Mr. W. Snowden said that I would probably obtain occupation in about six weeks' time.

I realised that the price asked was high in relation to the prevailing costs of materials and labour, but as I needed a dwelling urgently I was prepared to pay the figure, with assistance from the National Bank of Australasia Ltd., by whom I am employed. I had been seeking a house for many months, but had been unable to find a suitable place at a reasonable price, the extra amount required for vacant possession being the stumbling block in most instances.

At the time that these negotiations were being made, Mr. W. Snowden advised me that there may be a little extra to pay in view of the rising prices of materials, but as practically all the required materials were already on hand, and the building was so near completion, the additional amount would not be high, and would not exceed £20.

Building activity on the house was very slow for some weeks after this, and it was not completed until the middle of August, 1951. The final account that I received from the firm included the item "Extra prices rises and increases as per purchase agreement"—£97 13s. In explanation of this amount, Mr. W. Snowden stated that the figure had been computed by a qualified man whose services he had obtained to calculate "rise and fall" figures.

Although the amount was well in excess of what Mr. W. Snowden had said I would have to pay, and it meant using funds that I had intended for other purposes, I finally settled at the stipulated sum. This brought the total cost of the property to £3,575, which included stamp duty, fees, insurance and other charges as detailed in the account, and also a charge of £20 for the installation of 3-phase wiring, which was the only extra that I had required to be done.

It is my contention that I was deliberately misled in this matter of the extra "rise and fall" amount, and this has been substantiated by the experience of others who have advised me of their dealings with Mr. W. Snowden. The fact that it would involve me in further expense which I could not afford deterred me from seeking legal redress.

Mr. W. Hegney: Is that a brick house?

Mr. OLDFIELD: Yes.

Mr. W. Hegney: How many rooms?

Mr. OLDFIELD: It is identical with the house occupied by the member for Hannans.

Mr. McCulloch: It is a five-roomed house.

Mr. OLDFIELD: Here is another case—To whom it may concern,

When negotiations were first opened with Snowden & Willson for the purchase of our home (at above address) the price quoted was £2,900. At a later inspection a few days later when making our decision to buy the price had reached £3,100.

So the price had been raised by £200 within the space of a few days.

This sudden increase was explained away, and we reached an agreement to purchase our home, subject to approval of the State Housing Commission. We were obliged to pay our deposit before this approval was officially received and our deposit was to be refunded if approval was not granted.

Mr. Snowden was most affable at all times and could not do enough to please. When we finally had to sign the papers relating to purchase of home we were told that, to be on the safe side and allow for a possible £1 rise in the basic wage (later granted), our price was to be £3,200. This brought a long discussion and explanation from Mr. Snowden, and he convinced us that this would be a final figure. When asked to sign or initial a section regarding "rise and fall" we refused, because our own budget was drawn very tight and we could not see our way clear to sign for such a clause not really knowing if there would be a rise or not.

These people were purchasing a readymade house, and that is why they were concerned about the rise and fall clause. The statement continues—

Mr. Snowden, however, insisted that we had to sign, and then began a long discussion on possible rises. Mr. Snowden said that as their firm had all timber and the painter had all his paints the only item we had to be concerned about would be a possible further rise in the basic wage. He then said that allowing for a rise we may have to pay a possible £15 or £20, and then said, "I promise you it will be no more than £25."

The delivery of our home was suggested as early April. It was some time in May when we took possession. On receipt of our final statement we were dismayed and disgusted to learn that the rise had been just over £150. We

were advised to call and pay the extra money immediately. We had borrowed money from the Commonwealth Bank to finance our home and now had to see them to increase our loan to the extent of £50. Mr. Snowden would give us no satisfaction regarding details of rise and was most abrupt about the whole matter.

When we had papers to sign, Mr. Snowden was always in a hurry and had to hurry off to an important conference. When pressed to clarify a point, he would say, "It is of no importance," and assure us that after 40 years in the building trade we could rely on him. We rang the State Housing Commission regarding the rise and they advised that it had nothing to do with them. Later, Mr. Snowden said he would appoint a quantity surveyor to assess rise on certain homes in Stone street. The result was that some were just right and others had been under-charged.

As our funds were now all gone, we could not afford a private surveyor or a solicitor to inquire into anything for us. We also realised that we had signed for the rise and fall and any increases over the initial price of £3,200. Mr. Snowden also dictated a letter for me and asked me to sign saying that I was satisfied with everything. Considering all these facts, we decided against any action—which in our case appeared hopeless.

In this instance, the cost rose considerably over a short period—£200 in the two days between the first and the second inspection. Here is another one—

The following is a record, as I remember it, of my dealing with the firm of Snowden & Willson in connection with the house in which I am now living. I first came into contact with the firm when I was doing the rounds of estate agents trying to get somewhere to live early in 1951. When I inquired at their office, I was told that they had a long list of people looking for houses to rent but that the firm was building houses, four-roomed of asbestos, at an approximate cost of £1,900. As this amount was within my scope, my wife and I agreed to have one of these houses built. We were then shown over a completed house by Mr. W. E. Snowden, but when we came to the office for the signing of the necessary papers we were told that the cost of the house would be £2,400.

This was within a few days—£500 between the time of inspecting a completed home and going to the office to sign a contract—

This caused me to think about withdrawing from the purchase, but when Mr. Snowden assured me that the

house would be completed in about eight weeks, I decided to go on with it. This was on the 5th May, 1951. The house was not completed until 23rd November, 1951. In the interim I made many visits to the office of Snowden & Willson in an endeavour to get the house completed but was always put off with talk of shortages yet at the original discussions Mr. Snowden assured me that all the material for the building had already been bought.

When the house was completed, I was given a final statement and in it was an item of £188 9s. 8d. for rise in costs since the building was started. When I challenged this item on the grounds of Mr. Snowden's statement of the material being bought at the outset, he turned it round to the fact that the material had been ordered. About this time, Mr. Oldfield was making inquiries into the activities of the firm of Snowden & Willson—

This man approached me after reading the Press report of the questions I asked in the House last year—

—so I contacted him and on his instructions tried to obtain a copy of the agreement which I entered into with Snowden & Willson, but my every effort was met with a refusal. However, I was told that I could have a look at the agreement at the office of the firm's solicitors. When I asked for a detailed statement of the rise in costs I was given a month-by-month percentage rise overall, but no actual details.

When I called at the office to make my final payment and collect the keys of the house, I was told that somebody had been putting dirty hands on the outside walls and the firm had decided to paint the exterior for me. This seemed very strange to me, coming at a time when Parliamentary pressure was being applied by Mr. Oldfield, as the firm had never previously painted a house for a client. I was also told that after about three months when final statements were computed I would get my final statement. Thinking that the price was going up again, I told Mr. Snowden that if there was any further rises I would not go on with the purchase of the house and he gave me a letter saying that there would be no further increase in price, but if there was any alteration in the price I would get the benefit of it. I have now been in the house for eight months and no such statement has yet been forthcoming.

When this man went to the office and was told he would get his final statements about three months after he moved in, he said he would not go on with the purchase

if there were to be any more rises. In every other instance, people have received statements after going into their homes, showing all these extra rises. This chap was evidently smart enough to obviate this by asking for a letter to say there would be no further rises.

Mr. McCulloch: Was this a five-roomed house?

Mr. OLDFIELD: It was an asbestos house.

Mr. McCulloch: How big was it?

Mr. OLDFIELD: The size does not matter. I am referring to what happened at the last minute. This man was told eight months ago that he would get an invoice and that, if there was any adjustment his way, he would get the benefit of it, but he has not received an invoice. His statement continues—

On top of all other costs, I had to pay a further £3 14s. for cyclone wire-mesh for the front fence. Mr. Snowden asked me to give him a letter saying that I was satisfied with the work done for me by the firm, which I did, but since living in the house have found many things which are far from being first-class workmanship.

Mr. W. Hegney: Would not the work be done by a registered builder?

Mr. OLDFIELD: The firm is a registered builder. I understand that it operates through the registration number of Mr. Willson, who does not take an active part in the firm. I have another statement here; and bear in mind that these statements have been signed, and most of them in front of witnesses—

The following is a brief resume of events leading up to the purchasing of the property at Maylands, from Messrs. Snowden & Willson Pty. Ltd., St. George's-terrace, Perth, and further matters arising during residence—

1. In searching into the possibilities of purchasing a house, we were introduced to Snowden & Willson Pty. Ltd. of Perth who, we were given to understand, were engaged in the erection of houses in the Maylands area. At a later period, the above firm advised us that we could enter into agreements covering the purchase of a house to be built at Maylands.

2. W. S. Snowden, of the above firm, therefore arranged with Mrs.— to inspect a similar house already built in Queen-st., pointing out, inter alia, the special advantages of Snowden & Willson design.

- a. Front of house brick finish.
- b. Extra wide window hoods.

3. A request was made by Snowden & Willson that a deposit of £500 be paid down, which was complied with on 3-1-51.

4. In order to sign numerous clauses to contract of purchase, W. Snowden insisted both parties attend his offices at a period during the day (lunch hour)—this being both short and inconvenient was for a special reason most suitable for Snowden & Willson to have contracts signed without too much investigation and deliberation. W. Snowden pointed out emphatically all was only a matter of form. We endeavoured to persuade him into permitting us to take the contract home for study, but this was rejected.

5. A week or so after we were due to move in we were presented with a statement in the above offices, which included the following unexpected extra charges:—

- a. Clothes lines and cross arms £2 12s. 6d.
- b. Rear granolithic path £4 12s. 6d.
- c. Difference in cost of Australian and English bath £3 8s. 3d.
- d. Additional charges to cover rises in labour and material £122 6s. 6d.

Note: No details available on request as to how this increase in labour and materials amounted to £122 6s. 6d.

6. We never expected this enormous increase and mentioned this to W. Snowden.

7. Further expense we were notified by W. Snowden that an insurance policy covering £500 would have to be taken out. We already had this cover with the Prudential Co., but this would not be accepted.

8. As we were living at Kalamunda, we did not see the house before taking possession at the same time having had to sign that we were satisfied in every way with the house before the keys were made over.

9. On March 17th, 1951, we moved in and found several faults, the major ones being—

- a. No front brick facing.
- b. Window hoods small.

This was duly pointed out to W. Snowden, who made some paltry excuse re S.H.C., yet at the same time a similar house being built in the same area was provided with the aforementioned specifications.

It would be noted that in the specifications to the Commonwealth Bank from Snowden & Willson, these items were particularly mentioned in respect of improvements prior to obtaining their approval of a first mortgage.

10. During a year's occupation of this house there has ensued many letters of complaint in respect of faulty building, with the result that the

above firm ended up by making a demand that if complaints persisted the outstanding amount of money owing to them would have to be met if they wished to take this course. Money loaned by Snowden & Willson charged at 7 per cent. interest.

Sitting suspended from 6.15 to 7.30 p.m.

Mr. OLDFIELD: I was in the midst of reading to the House a statement made by a person who had had dealings with the firm of Snowden & Willson. This statement was signed before a witness and it concludes—

We replied payments would continue as agreed on.

All letters, correspondence, would be attached if required for reference concerning any of the aforesaid statements.

On the 12th June, a letter was written from the company to this person and one paragraph of it reads—

In the meantime, please advise whether or not you are in a position to make payment in full of the amount of your indebtedness as secured by demand mortgage to this company.

That letter was written because the person who had purchased the house had persisted with his complaints. He had written to the firm pointing out that he was dissatisfied and the company saw fit to write the letter I have just quoted. The person concerned then wrote to the company stating that he had not defaulted in any of his weekly payments, and was prepared to carry on paying the weekly amounts as had been set out in the agreement and arranged with the company at the time he decided to purchase the house. The company then replied—

Your letter of 18/6/52, is acknowledged in which you advise that you wish to continue with your present instalments. We would point out, however, that according to the terms of both the second and third mortgages the principal owing at any time is payable on demand. However, for the time being we will allow you to continue as at present.

I am sure that if a person had the terms of such a mortgage agreement explained to him he would not sign such a document. If a person is so short of finance that he has to raise a mortgage to pay for his house he would not leave it open for the company to be able to demand payment in full at any certain time. Another statement I have is addressed to "To whom it may concern" and reads—

I am an ex-Allied-serviceman and returned to Australia from Indonesia in November, 1950, leaving my wife and three children behind under most

risky and dangerous circumstances, as the immigration authorities do not grant a landing permit without guaranteed accommodation.

My first and only thought was to find accommodation, so I went to the State Housing Commission, but unfortunately they were not able to help me as I discovered that there were no war service homes for ex-Allied servicemen, but a spokesman there gave me the name of a firm "Snowden and Willson" with whom I could inquire about further possibilities.

This firm took me out and showed me a house in Queen Street, Maylands, which they informed me would be similar to mine plus improvements, as pointed out to me and in a letter dated December, 1950, to the Housing Loan Section of the Commonwealth Bank. This letter was shown to me by Snowden and Willson and brought to the bank by myself on that date.

After coming to an agreement to purchase a house, I requested to be allowed to take the papers out of their office to peruse same, but this was flatly refused. I was told there was no need to look at the papers as they were only a formality, so therefore there was never any opportunity to have a proper look at them. Another point is, that when signing the contracts, Snowden seems to be in a hurry and keeps looking at his watch trying to make out he has an important appointment. (This also applies to many other neighbours).

When you first make arrangements to see the above he is very courteous and cannot do enough for you, but as soon as all formalities have been passed and the deposit is paid, there is a complete change in the attitude of this firm, especially when it comes to the point of bringing up the house in the time as promised. The only reason why the house was brought out before my wife and family arrived was that they were sailing and a declaration by Snowden to the Immigration Department of a guarantee that the house would be ready at the time of their arrival.

Before taking possession of the house, you are compelled to write a letter and sign a statement to the effect that the house is in good order and that you are perfectly satisfied, while Snowden never gave you any opportunity to have a look at the house inside when this was finished and before occupation by the future owner. If you do not sign, they refuse to give you the keys. Also, until now Snowden doggedly refused to give a detailed statement over the amount

of increase in prices and wages (except when I was prepared to pay £10 10s. for a survey) and there were quite a few items on this statement which were never mentioned to me before.

	£	s.	d.
1. Extra power point	1	18	0
2. Clothlines and cross arms	2	12	6
3. Rear granolithic footpath	4	12	6
4. Differences in cost of English and Australian bath	3	8	3
5. The unspecified amount of the increases	69	0	5
Further no reduction for not making a brick foundation across front of house as pointed out in writing	22	0	0
Also no reduction for smaller window hoods	5	8	0
Registration and stamp duty of the mortgage which has never been done	0	14	6
Total amount in dispute	109	14	2

That sum of 14s. 6d. was for registering a second mortgage that was never registered. Later on that sum was refunded to the purchaser after he had pointed out that the mortgage had never been registered. In all instances that I have before me the same thing occurs and in most cases the amount has not been refunded. The statement continues—

Another example of how shamefully this firm has treated me is, that after entering the house I discovered a serious leakage which was left for four months before being repaired. This happened during the winter. The builder was blaming the plumber and he in turn would blame the Tile Company and vice versa, besides that the price of the house is not in comparison to the very poor finishing and materials used (though not in accordance with the Inspector of Registration Boards of Builders), while the way the maintenance has been done is another shameful example of the way they do business.

When you bring all this matter to the attention of Snowden and mention that the house is not the same as was shown and promised in writing, their attitude reverts to the manner that they are building this house for themselves, and write the most shameful letters and try to sell the house from under you.

As everybody can understand from the above that it is quite evident that it makes no difference to Snowden what they previously show to a prospective client and what they put in writing, after they have got your declaration of being satisfied with the construction and finishing of the house.

You are also compelled to take out fire insurance on the house whether Snowden has started to build it or not, and also a policy on your life.

They try to press you also to buy a refrigerator and a radio from them.

I, declare that this statement is true.

And it is signed in front of a witness. The letter from the Commonwealth Bank as to improvements, referred to in a paragraph of the letter I have just read, and dated the 1st May, 1952, is addressed to the person concerned and it reads—

Housing Loan W.2751.

We have your letter and advise that in a letter dated 11th December, 1950, from your builders, Snowden and Willson Pty., Ltd., they specified that improvements to your dwelling included:

1. Brick walling across front of house.
2. 376 ft. of 6 ft. picket fencing.
3. 53 ft. front cyclone fencing (without mesh).
4. Terazzo sink top with cupboards under.
5. C.I.P.E. bath and basin.
6. Heater.
7. Storage cabinet in kitchen.
8. Shaving cabinet.
9. Clothes post and cross arm.
10. Granolithic footpath to laundry and W.C.
11. Power point in dining-room.

On this file also there is a letter from the firm to the purchaser stating—

We confirm our representative's advice to you that the balance due under your second mortgage on settlement is £98 6s. 11d.; our Solicitors will confirm this with you by today's mail. We also confirm our representative's advice to you that the second mortgage was not registered, therefore we are due to refund you 12s. 6d. registration fee and also the 2s. search fee shown on the Solicitors' account dated 14/12/50.

On payment by you of the full amount £98 6s. 11d., we will refund you the 14s. 6d. in cash.

There is also another letter from the firm to this person pointing out that it builds the house according to the client's specifications. In view of the fact that the applicant had to pay, from the date of the contract, interest and all rates and taxes from the previous June, this paragraph in a letter from the company dated the 14th March, 1951, is most interesting—

Another point, of course, is that we do not build houses for clients. We complete them for ourselves under special permit from the State Housing Commission and sell them at the finish, when we know for the first time what the finished cost is.

[Resolved: That motions be continued.]

Mr. OLDFIELD: The mortgage bears investigation because the firm, in a letter dated the 12th February, 1951, points out the following to this person—

Re weekly payments of £2 10s., due under mortgage, we would be glad if you would note that the first payment will be due on Monday next, 19th February, 1951, and all such payments are to be made weekly at our office.

That obviously refers to the agreement under which the person concerned had to pay £2 10s. per week into the firm's office. After a fair amount of correspondence backwards and forwards between the company and the dissatisfied client, a firm of solicitors known as Wheatley & Sons wrote this letter to the person in question—

Re Snowden & Willson Pty. Ltd.

On the instructions of the above company, we are forwarding to you herewith notice of demand under the company's mortgage from you. We are instructed that the balance owing under this mortgage, including the current quarter's interest to the 1st June, 1952, is £102 10s. 11d.

That is a notice of demand taken out by Wheatley & Sons, Solicitors, which followed on the previous letter that I read setting out the terms of payment. Another item of interest on the file is a letter which mentions that the firm showed the client the house and said, "That is the type of house you will have." This letter is dated the 14th March and the last paragraph reads as follows:—

So far as the job you mentioned in Kathleen avenue is concerned, this group was allocated long before the Hubert-rd. group ever began and therefore came under an entirely different heading.

I have here the account that was rendered to the purchaser some weeks after he took possession of the premises, which lists the various items that were enumerated in the client's signed statement and also points out that £65 9s. is an extra charge brought about under the rise and fall clause.

Hon. E. Nulsen: Have you the bill enumerating the items?

Mr. OLDFIELD: Yes, I have the firm's account, and I point out that it tallies with the declaration signed by the purchaser. So much for that one. The next statement is the final one that I propose to read to the House this evening. It is a signed declaration by a person who had contractual relationship with the company; who ultimately had his money refunded and who purchased a house from a different quarter. The statement reads—

Dear Sir,

On the 12th December, 1950, my wife, myself and two daughters were then living under very crowded conditions with my wife's parents, and in the course of making inquiries generally for suitable accommodation I called at the office of Snowden & Willson. I saw a girl at the counter and, in response to my inquiries as to whether they had any accommodation available, or, alternatively, homes for sale, I was informed that nothing was available, but she subsequently suggested that I should wait half an hour to see Mr. W. E. Snowden. I later saw Mr. Snowden who asked me how much money I was able to raise, and I informed him I could raise £800 of my own, and later I arranged to raise by way of mortgage the sum of £1,200 from the Commonwealth Bank. That afternoon in the company of my wife and Mr. Snowden I inspected a completed home at Maylands, and Mr. Snowden informed me that he would have a similar type of home—nine and a half squares—at Victoria Park at £1,993 available for sale to us towards the end of January.

That is, at the end of January the house would be complete. To continue—

I have since learnt that the price submitted to the State Housing Commission was £1,750 when the permit was granted. The following day I paid a deposit of £636. At that time the house which I was to have purchased was then ready to take the roof. A further payment of £198 was made on the 6th February, 1951. I signed the contract on the same day and in that contract the finishing date was definitely set down as the 3rd March, 1951. When I pointed this out to Mr. Snowden he informed me that the "clause was a saving provision for himself" but that the house would be ready by the end of January as stated.

He referred me to a Mr. Beatty to see if arrangements could be made for temporary accommodation but inquiries were unsuccessful. Shortly after that it was necessary for me to rent a caravan at £3 10s. per week for accommodation for my wife and family.

During February and March I made several inquiries as to how the work was progressing on the home, but these proved fruitless, and in a letter to me dated the 20th April, 1951, Mr. Snowden suggested that if I was able to secure alternative accommodation he would be prepared to cancel the contract, less actual out of pocket expenses.

I did not wish this to be done and informed Mr. Snowden to this effect, and subsequently in a letter dated the 1st May, 1951, he informed me that rapid progress was being made and he hoped to advise within a few days when the keys would be available.

In a letter dated 21st May, 1951, Mr. Snowden informed me that he had had a discussion with Mr. Haythornwaite of the Commonwealth Bank regarding the suggestion that I should increase the figure of the mortgage which I was raising with the bank to £1,350. On inquiring from Haythornwaite and being informed by him that Mr. Snowden had never at any time discussed the question of an increased advance with any officers of the bank, I engaged the services of Messrs. Stoddart & Walton, solicitors. Mr. Stoddart also confirmed with Mr. Haythornwaite the fact that Mr. Snowden had not at any time discussed the question of an increase in mortgage, and Mr. Stoddart forwarded on 19th June, 1951, to Mr. Haythornwaite a copy of a letter which Mr. Snowden had written to me in this regard.

In order that my legal position could be determined, I called at Mr. Snowden's office and asked for a copy of the contract which I had signed, and although I had paid £24 14s. for stamp duty and preparation of transfer, my request was refused, as was the case on all other occasions when I endeavoured to secure some information regarding the contract. Mr. Snowden's solicitors subsequently advised that the signed copy was a carbon.

My failure to secure a copy of the contract may, in the circumstances, appear rather strange, but it will be appreciated that at that time I thought I was dealing with a well-established firm and while, I should imagine, that in a deal involving some £2,000 it would be normal business practice for a copy of the contract to have been given to me on the day on which it was signed, this was not done.

Never at any time did I ask for any extras to be provided in the house with the exception that I did ask for the position of the washhouse to be altered, but was informed that this could not be done, although subsequently my request was granted and the work carried out.

On the 15th August, 1951, Mr. Snowden returned in full the deposit which I had paid, plus all charges, and offered me the property at the price of £2,364. Mr. Snowden advised that he had availed himself of the provisions of the contract which allowed its cancellation at any time without

any reasons having to be given. He was informed that I was still prepared to go on at the contract price, and a writ was issued out of the Supreme Court and a caveat against the land was lodged.

Subsequent negotiations between the solicitors for the parties for competent assessors to assess a fair and reasonable price proved fruitless largely due to the fact that never at any time was Mr. Snowden prepared to agree to the valuation being made on a reasonable basis and in accordance with established practice.

You will see from the list on the attached file that many of the "extras" could not by any stretch of the imagination be classed as such—the two most obvious being ant-caps and the charge for clearing the block of stumps, etc.

It is interesting to note that at the time the State Housing Commission was erecting a similar type of timber-framed home to that of Mr. Snowden's at a price of £1,650 and, in fact, one reputable builder advised that the house I was purchasing was not worth more than £1,500. Furthermore, the price asked for the land was £175 despite the fact that Mr. Snowden had purchased it in April, 1950, for £75.

I attach my solicitor's file of correspondence covering the negotiations, and have Mr. Stoddart's authority to do this.

There is a further letter, dated the 20th April, 1951, signed by the director and secretary of Snowden & Willson Pty. Ltd.: I think the signature is "W. Snowden". It reads as follows:—

Dear Mr. and Mrs. ———

We understand you rang again this morning re your job, so we thought we had better let you know that immediately we are in a position to do so we will write and let you know the estimated finishing date but, as already explained, like all other builders, we are labouring under immense labour and material supply difficulties, many of them quite unexpected and, of course, completely beyond our control.

We appreciate your great difficulty re accommodation and as we are very anxious to help you, we are doing all we can.

It is, of course, only fair to yourselves to again advise you that, if you are able to get on to any other house quickly, we would be quite prepared to cancel your purchase of the Cookham Street house, and refund you your deposit, less actual out of pocket expenses, in order to help you.

Here is a letter dated the 21st May, 1951, signed by Snowden dealing with the reference to the bank officer. It states—

This is to advise that, in course of conversation with the bank regarding your job, they mentioned that although they had written you some time ago, you had not yet been in to sign their mortgage, so that we shall be glad if you will please do this now as quickly as you can.

Also, the writer has discussed with the bank the necessity for your doing the same as all recent clients have done—

I want members to mark that reference—

Also the writer has discussed with the bank the necessity for your doing the same as all recent clients have done and that is asking for the increase of your first mortgage advance from the bank to £1,350, and we shall be glad if you will please do this now as we have already mentioned the matter to Mr. Haythornthwaite at the bank and he will be expecting you to make such application before signing the one already prepared by them for you.

The purchasers made inquiries and found that Snowden had not approached the bank. They then apprehended that something was wrong and consulted the legal firm of Stoddart & Walton. Mr. Stoddart, acting as legal adviser, applied for a copy of the contract on the 18th June, 1951 in the following terms:—

Mr. and Mrs. — informed me that they have not received a copy of the contract dated the 13th December, 1950, and that you have refused to give them one. Perhaps you will supply it to me without delay.

Wheatley & Sons wrote to Stoddart & Walton under date 29th June, 1951, stating—

The company instructs us that none of its officers or staff have any recollection of your clients asking for a copy of the contract. We take it from your statement that your clients have paid the stamp duty on the contract and duplicate, that your clients must have instructed you that they have done this. In fact there is no duplicate contract and our clients state that your clients have never been asked to pay or been charged with stamp duty on a duplicate contract, and further that at no time has there been mention made of a duplicate contract. Our clients have handed us the stamped contract and this can be inspected by you, if you wish, at our office.

That is a refusal to supply the purchaser with a copy of the contract. On the 2nd July, Mr. Stoddart again wrote to the secretary of the company—

We have had no reply to our letter of the 18th ult. nor has a copy of the contract been supplied. Unless this is forwarded to us within 48 hours, we intend to submit the matter to the Builders' Registration Board and to take such action as may be necessary to obtain a copy of the contract and compel performance of it.

On the 6th July, 1951, another letter was written to Wheatley & Sons as follows:—

We have your letter of the 29th ulto. The purchase price as expressed in the contract was £1,193.

In your clients' statement of 13th December, in addition to the questionable item of £4 4s. for preparation of a transfer, there is an amount of £20 10s. for stamp duty on the contract. We immediately assumed that a duplicate had been stamped and that the contract must be under seal.

It is usual with a financial transaction of this magnitude for at least a copy of the contract to be handed to the person paying the money. Mr. — left our office instructed by us to ask for a copy and later reported the refusal. We have no doubt the request was made.

On the 18th July, 1951, Mr. Stoddart wrote to Wheatley & Sons as follows:—

Further to the writer's interview with you yesterday morning, I am again requesting you to supply me with a copy of the contract. On your own admission, the so-called original of this contract or the signed copy is a carbon. It should not be much trouble to provide another carbon if, as you say, they are done in batches not related to any particular contract.

I do not propose to make any comment at the moment as to the wording or preparation of the contract. Mr. and Mrs. — have performed their part of the contract, and I am again requesting that an appointment be made for settlement and delivery of the house, which I understand is now habitable. My clients have to leave their present accommodation on Saturday next and where they go is up to your clients.

In a letter dated the 8th August, 1951, from Wheatley & Sons, the second last paragraph reads—

We have already explained to you personally why the form of agreement signed by your clients is a carbon, but as you must have noticed when you perused the agreement, all the relevant particulars as to names, land, prices, etc., are typed in the original type, and further that all alterations and interlineations have been initialed by your clients in each case and they have also initialed each page of the agreement.

That shows not only a reluctance, but a refusal on the part of the company to supply the contracting parties as well as their legal representative, with a copy of the contract.

It is interesting to note that that was the position even at the time when this writ was pending. I propose to read the statement of account in connection with a house originally quoted to these intending purchasers at £1,993. It is stated on the account rendered on the 18th July, 1951, that the purchase of house and land per agreement is £1,998. That could be a typist's error to the extent of £5. Then there are other items, such as fire insurance, Stamp Office stamp duty on agreement, and an "additional amount to cover extras, fencing, etc., and on account balance price rises and increases in labour and materials, also extra re imported materials to 31/5/51, as provided for in original agreement of 13/12/50, and further agreement of the same date, £330 14s. 8d." That is to say that less than seven months after the signing of the agreement there was a rise of £330 14s. 8d., bringing the total, with the original £1,998 and all the necessary transfer fees and out-of-pocket expenses, plus £30 for radio, to £2,395 13s. 8d. Mr. Stoddart was successful in extracting from the company a detailed list of those extras, and I propose to read them to the House. They are as follows:—

	£	s.	d.
57ft. link mesh at 6s.	17	2	0
231ft. 6ft. open picket fencing at 6s. 6d.	71	1	6
Granolithic path at rear	4	12	6
Road cost	9	12	0
Stumps and clearing	18	10	0
Cement column to front verandah in lieu of brick pier	1	1	4
Plumbing plan	1	5	0
Extra for septic tank area	24	0	0
Extra for three sheets of imported asbestos	2	2	10
Extras re clothes posts and cross arms	6	10	0
Extra re difference in cost between English and Australian C.I.P.E. bath	6	5	0
One extra power point	2	10	0
Extra re gable	5	7	6
Extra re kitchen storage cabinet	4	2	6
Extra re fancy ceilings	3	2	6
Extra re tubular gates	6	10	0
Extra depth to hall	8	7	6
Cement path	13	10	0
Box to mantel	2	11	0
Black enamel stove	1	4	0
4 x 2 trimmers and galvanised ant caps to chimneys and under bathroom wall to comply with Commonwealth Bank requirements	9	9	0
	222	16	2
Balance of price rises and increases, also imported materials	107	18	6
	330	14	8

So there was an increase of £330 14s. 8d. within seven months. In this case, although the firm offered to refund the man's money, less out-of-pocket expenses, he did not wish to have the money back, but wanted the home; and that was what led to the solicitor taking out the writ to enforce continuance of the contract and

compel the firm to sell the house at the price agreed upon, plus any reasonable rise under the rise-and-fall clause. The writ was issued on the 24th August, 1951, but was not proceeded with because, before it got into court, the company refunded every penny the person had paid, without deducting any out-of-pocket expenses, so that he did not lose anything. He received his money and purchased another home, and the case was dropped.

From the statements I have read on the solicitor's file, members will have some idea how difficult it is to obtain a copy of a contract. I obtained one last week from a man who said his wife was tricked into accepting a radio, and he wanted a copy of the contract because of that fact. I have the contract here. It consists of three loose flimsy sheets, with a blank space in which can be inserted something to indicate whether a person has bought a radio or a refrigerator.

Mr. J. Hegney: In what year is that contract?

Mr. OLDFIELD: Legal opinion I have had on the contract is that it appears to be a perfectly legal document, but a bad one. I propose to quote from Clauses 4 and 11. The part of Clause 4 which is relevant reads—

The purchasers are not to be entitled to have the transfer registered until all moneys payable by them under these terms of purchase are paid in full, and in any event . . .

That in itself is all right. It appears in most contracts. Clause 11 deals with cancellation, and it reads thus—

The purchasers agree that time shall in all respects be the essence of these terms and if . . .

(c) the company in its discretion decides not to proceed with the sale or the delivery of possession to the purchasers hereunder,

then and in any such case the company may without notice to the purchasers cancel the sale and thenceforth hold and deal with the said land and premises as its own property absolutely freed from any claim by the purchasers for compensation damages, or otherwise howsoever, but after any such cancellation the company shall refund to the purchasers any moneys paid by the purchasers hereunder less solicitors' costs for documents already prepared in accordance with these terms and also less any out-of-pocket expenses of the company, and (if cancellation is due to purchasers' default) less any damages or loss sustained by the company. In case the above land has already been transferred to the purchasers by the time any such cancellation takes effect the purchasers hereby appoint the company as their attorney to make execute and register

a transfer of the said land to the company or its nominee or nominees for such consideration as the company thinks fit without being liable or accountable to the purchasers in any way whatsoever.

If we read the two clauses together we find they provide as follows:—

4. The purchasers are not to be entitled to have the transfer registered until all moneys payable by them under these terms of purchase are paid in full, etc.

Then Clause 11 provides—

The purchasers agree that time shall in all respects be the essence of these terms and if . . . the company in its discretion decides not to proceed with the sale or the delivery of possession to the purchasers hereunder, then and in any such case the company may without notice to the purchasers cancel the sale In case the above land has already been transferred to the purchasers by the time any such cancellation takes effect the purchasers hereby appoint the company as their attorney to make execute and register a transfer of the said land to the company or its nominee or nominees for such consideration as the company thinks fit without being liable or accountable to the purchasers in any way whatsoever.

This in effect means that if a transfer were effected the company, despite the fact that it had no further pecuniary interest in the property, it having been paid in full, could in its discretion cancel the sale and transfer the house and land back to itself at the client's expense, and then could resell the property to whomsoever it wished. At a time like this when the prices of houses are continually rising, the company could sell a house for £2,500, and the contract could be completed and all moneys paid, and then—

The Attorney General: That is quite wrong. It is legally wrong. You have misunderstood the legal impact of it.

Mr. OLDFIELD: I am quoting a legal opinion.

The Attorney General: It is wrong. Before the sale is completed, probably, but not after.

Mr. OLDFIELD: The contract states that—

The Attorney General: It is only before the sale is completed.

Mr. OLDFIELD: Clause 4 of the contract provides—

The purchasers are not to be entitled to have the transfer registered until all moneys payable by them under these terms of purchase are paid in full.

I do not propose to argue on this.

The Attorney General: You said it could happen after all moneys had been paid. When the sale has been completed, that is the end of it.

Mr. OLDFIELD: I will not argue a legal point, but I put it this way, that the firm could sell a house for £2,500, and after the land had been transferred the company could, under Clause 11, say to the original purchaser, "You are not going to buy the house but must sell it back to us," and it could then resell the property to some other person for £3,000.

Mr. W. Hegney: Your Government's policy on housing encourages that.

Mr. OLDFIELD: It is not the Government's policy to have clauses like this in contracts—or I do not think it is. I am a lay person and I do not think I would pick up a clause like this unless I suspected something was wrong with the contract, and looked for the nigger in the wood pile. It is something we would pass over as irrelevant the same as we do when we sign insurance papers and so on. No-one would sign the clause if the implications were pointed out. According to the statements I have read this clause was referred to as being merely formal.

Hon. E. Nulsen: It is a most extraordinary clause.

Mr. OLDFIELD: Yes. When we read the two clauses together we can see the implications. I did not find this out. I read the clauses and then did the natural thing by seeking legal advice, and it was the legal opinion I received which pointed out these features of the contract. These could not be regarded as normal clauses appearing in a contract between a contractor and a home-builder. I do not know their purpose. Clauses are put into contracts to be used if the necessity or opportunity arises.

Mr. J. Hegney: Where would the money go; to the Commonwealth Bank?

Mr. OLDFIELD: It would make no difference if the company wished to operate under the clause. If the Commonwealth Bank had prepared the papers for the mortgage, all the company would have to do would be to pay the Commonwealth Bank in full. The clause provides that the purchasers appoint the company as their attorney, etc. I feel that that is one clause of the contract that demands the closest investigation, another being that dealing with fencing. I think the position is such as to demand the closest inquiry into the methods of the company prior to, during, and after the signing of the agreement.

Another question that should be dealt with is whether the purchaser of a ready-made house should be liable for the interest from the date of signing the contract and for the rates and taxes and

insurance prior to the signing of the contract. As most of the complainants purchased their homes during the period when building materials were under strict control by the State Housing Commission and the cost of homes was controlled, I feel that if there is any foundation for the charges made there should be some redress for the people concerned. I have stated the facts as they were given to me by the people who had contractual relations with the company.

Mr. W. Hegney: Has all this been reported to the Real Estate Institute?

Mr. OLDFIELD: I could not say. Owing to the serious nature of these charges, it is only fair that a full and proper investigation should be held. I am sure the company would welcome an opportunity to state its side of the case and, if the allegations are ill-founded, clear its good name. If the charges, as stated, are correct, an inquiry is necessary to suggest legislation to tighten up loopholes that may exist in the law.

Mr. Graham: Have you an open mind on the question?

Mr. OLDFIELD: I have simply put before the House the facts as they were given to me. I have quoted from Stoddart's file. He could not get a copy of the contract even when he wanted to take legal proceedings.

The Attorney General: He could have followed the usual procedure and made a copy, but he did not take the trouble to do that.

Mr. OLDFIELD: When one firm of solicitors writes to another requesting a copy of a contract, is it not ethical and decent to provide that copy?

The Attorney General: No.

Mr. OLDFIELD: Will the Attorney General say that a party to a contract or agreement is not entitled to a copy of it?

The Attorney General: He is entitled to a copy but the usual procedure is for him to go along and make the copy.

Mr. Johnson: Is that so in a reputable lawyer's office?

The Attorney General: Yes.

Mr. OLDFIELD: If a person took £500 into the office and wanted to buy a ready-made house the company would have the contract there ready to be signed. It is simply a carbon copy flimsy, consisting of three sheets.

Mr. McCulloch: Anyone could get a copy.

Mr. OLDFIELD: Many people asked at the office five or six times and could not get them. I obtained a copy unexpectedly after trying for 12 months.

Mr. McCulloch: Anyone could get a copy.

Mr. OLDFIELD: Then why have people stated, in the declarations I have read tonight, that they have been refused copies,

one man having gone back daily for a week? Undoubtedly they would give a copy to the member for Hannans.

Mr. McCulloch: I did not want it.

Mr. OLDFIELD: I wrote to the company and said I would go to the office provided they would furnish me with a copy of the contract. Was that too much to expect?

Mr. Graham: You were not a client of the firm.

Mr. OLDFIELD: I have put the case to the House just as it was put to me. I have tried to state the facts and I believe that, even from the company's point of view, an inquiry should be held owing to the serious nature of the charges made. I leave the matter to the House to decide.

MR. McCULLOCH (Hannans) [8.37]: As the member for Maylands has made reference, during the course of his speech, to the member for Hannans, I feel that I must say something on the question. It is unfortunate that the company has not the opportunity of defending itself, as I think it would have an answer to many of the letters quoted by the member for Maylands. I do not say that because I was a member of this House I had any more intelligence than the bank officer mentioned by the member for Maylands, but when I purchased a house from Snowden & Willson I did not sign an agreement haphazardly, as the hon. member seems to think is usually the case. Before signing, I wanted to see the plans and specifications and I told the vendor that I would like to see one of the houses already completed.

I was told that a house that had belonged to the late Hon. J. Cornell was built to similar plans and specifications, and the vendors drove me to Claremont where I inspected that home and decided it would suit my purpose. We then returned to the office—this was not done in a hurry—and read through the agreement, Mr. Snowden and I each having a copy. I did not like one or two points in the agreement and drew Mr. Snowden's attention to them; they were then satisfactorily adjusted. But I say most definitely that if any person wants a copy of that particular agreement, he can get it. It is the ordinary type of agreement drawn up by any legal firm and it can be purchased for the sum of 5s. I did not need a copy of the agreement because I was quite satisfied about it.

I saw my house on several occasions and Snowden & Willson did not drive me out to see it when it was finished. I was able to drive out myself and I was told where the key could be found. I went out by myself and examined every corner of the premises and found them to be in good order; the extras I had asked for were all there. I locked up the house and went back to the firm and told them that I was satisfied with it, and they told me

that it was the usual procedure to advise the State Housing Commission that I was satisfied with my purchase.

When I first decided to make an application for a home I was advised to go to the war service homes section at the State Housing Commission office. I went there and was given the names of several builders who were building war service and ready-made homes. A friend of mine had a look at the list of names and advised me to approach Snowden & Willson who, at that time, were building ready-made homes. I would say, without exaggeration, that the terms allowed to clients by this firm are most reasonable. For instance, where a house and land costs £2,690 the terms are £10 a month off the principal, plus interest.

Mr. Hutchinson: What deposit was paid?

Mr. McCULLOCH: In my particular case, the deposit paid was £1,300 but some clients pay less than that. Many of my neighbours are also buying their houses on similar terms.

Hon. E. Nulsen: At what interest?

Mr. McCULLOCH: At four and a half per cent. interest. It is possible to borrow money at three and seven-eighths per cent. interest from the Commonwealth Bank, but the firm's charges are four and a half per cent. which, I understand, is the ruling rate. The rise and fall section, which covers adjustment in the basic wage, appears in all agreements. The member for Maylands quoted a letter which gave a detailed list of all extra items put into one client's house. In my particular case I had one complaint and that was in reference to the granolithic footpath. I thought the amount charged, as an extra, was a little excessive but I did not approach Snowden and Willson on the point; I spoke to the contractor who had carried out the concrete work and I obtained certain figures from him. There was little difference between the figures he gave me and those supplied by the firm, and consequently I did not make a song about it. I had other extras put into the home and naturally I expected to pay for them.

It seems strange to me that there should be any complaint about the cost of these houses. The member for Maylands quoted a figure of £3,775 for a five-roomed home. I do not think that is an excessive figure in these days for a five-roomed house and land. I know of a person in Maylands who is asking £950 for a block of land; it is not Snowden & Willson, either. Since I have been living in the district several of these houses have been resold and I know for a fact that the people selling them are asking for prices considerably in excess of those paid to Snowden & Willson. I know of one instance where the people are asking £1,400 more than

they paid for the house less than 10 months ago. It is a five-roomed brick and tile place. There is also an asbestos house, less than 100 yards from where I live, and I believe the purchase price was £2,400. About three weeks ago the place was advertised for sale at £3,000; I understand that the present owner wishes to live with relatives in Nedlands.

The member for Maylands mentioned that the company is clamping down on mortgages. I know of a person who had a house in Queen-st. and recently he sold it, notwithstanding the fact that he did not notify the firm from which he bought it. A farmer purchased the property and he made several inquiries and discovered that there was a second mortgage. However, I believe Snowden and Willson, after being informed by the Commonwealth Bank, agreed to let the individual sell, even though £400 was still owing on the second mortgage. That disproves the hon. member's statement. Some people in the district in which I live, who have purchased homes from Snowden & Willson, have definitely resold them and I think it might be of benefit to the firm if a Select Committee were appointed.

If any of the letters quoted tonight were false, the company would have an action for damages on a charge of defamation of character against the persons concerned, notwithstanding that the statements have been made in this House. I do not know any of the clients referred to by the hon. member because he did not mention their names and he is quite entitled to refrain from doing so. Instead of following this procedure, which gives the firm no opportunity of defending itself, I would have thought that the individuals who claim they are being exploited would be able to take legal action against the company concerned. Why a subject of this nature should be aired before Parliament where only one party has all the say, I do not know. If that is democracy, it is straining it to the utmost.

As to the cancellation of any agreement, referred to by the member for Maylands, I take it that he is aware that any agreement can be cancelled. That is pointed out in the agreement made by the firm. There may be some misunderstanding as to the complaints made by the hon. member because, although he read only Clauses No. 3, 4 and 11 of that agreement, it is stated that the contract price is subject to any rise and fall in the basic wage. If that firm applied to the State Housing Commission for a group of houses to be built by it, the Commission would set a base price for them. The purchaser would then be liable for any rise and fall that occurred in that base price, notwithstanding that the rises occurred progressively with the increases in the basic wage that are made quarterly.

One man I spoke to said that he had to pay £250 extra for various adjustments and other items that were carried out. Some of these people, of course, have additions made to their homes which are not stipulated under the terms of the agreement. They might ask for additional power points and the erection of a clothes line, but one cannot expect a builder to carry out such work without extra cost. Nevertheless, some of the purchasers expect it to be done without any charge. One of the complainants mentioned by the member for Maylands stated that he did not receive a statement setting out the adjustments that had taken place. I said to him, "That is a strange thing, I will go home and let you have a look at mine" and he replied, "Oh, it does not matter". However, it was eventually discovered that he had a copy of the statement setting out the adjustments.

Mr. May: Did you get a copy of your agreement?

Mr. McCULLOCH: Yes, I got a copy of the whole statement.

Mr. May: No, I meant a copy of the agreement.

Mr. McCULLOCH: I did not want it. I had read it and I could have obtained a copy if I had paid 5s., but I was not prepared to pay that amount for it. There were only three pages in the agreement and there was nothing confusing about it. I do not contend that I am any more intelligent than a bank officer. If a bank officer is not as intelligent as I am then he should not be in a bank. After I had discovered that this individual did have in his possession a copy of the statement setting out the various items in the same way as mine did, I found that instead of the additional amount being £250 it was only £157 11s.

If one were to listen to any Tom, Dick and Harry making such statements and we were to have them aired before this House, the time of members would be taken up completely with reports based on the flimsiest information. I do not care whether a Royal Commission or a Select Committee is appointed: I can only state, honestly and truthfully, my own experience of this firm. I do not consider the interest rate of 7 per cent. on the second mortgage was excessive. I can remember in 1932 when I sold my old home and bought a new one, which was built by the Perth Modelling Works. My interest rate at that time was 8 per cent. I know for a fact that some of the agents in Kalgoorlie were charging as high as 12½ per cent. on a first mortgage; not a second one.

I think the terms of the mortgage are reasonable. There is no doubt that the firm is providing homes for a great many people who cannot get them. I understand this firm does not finance first mortgages; it might be the Commonwealth Bank or

the A.N.A. This firm grants a second mortgage which is unregistered and I think it is taking a grave risk in so doing. A large number of people in Western Australia, and especially in the metropolitan area, would not be in homes today unless a firm such as this allowed a second mortgage. I wonder if there are many more builders in the metropolitan area who will allow a client to have a second mortgage or a third mortgage, apart from this firm! I have heard of none.

The main bone of contention raised by the complainants mentioned by the member for Maylands appears to be the rise and fall clause in the agreement. I know that my son-in-law in Fremantle bought a house, but it was 18 months before he could get the home, which was built through the Commonwealth Bank. The original contract price was £1,700 but an additional charge of £321 had to be paid as an adjustment under the rise and fall clause. I am sure the Commonwealth Bank officers are not silly and that they would make all the necessary inquiries. I was rather fortunate to get in before that adjustment took place. In the case of my son-in-law, the figures were £321, to be paid in 18 months on a £1,700 house. I made inquiries and got the figures because I thought that was a little high. I went into them exhaustively and found that from the 1st July, 1946, to the 1st June, 1951, the construction cost of buildings had increased 74.752 per cent. In regard to timber-framed homes, from the 1st January, 1948, they had increased by 175.298 per cent. in cost.

In the cost I quoted, that of my son-in-law's house, a certain amount of imported material was included, and there were also some delays, just as there were with others. But if these materials had not been put in, the people would have had to wait for another six months. Anyhow, the builder obtained these materials, put them in, and the people finally went into their homes. That is where the confusion takes place. A client waits so long for a home, and in the meantime basic wage adjustments take place.

The costs mentioned are not all labour costs; the cost of material for the construction of the house must also be taken into consideration. Touching on the question of the installation of radios and refrigerators, I wish somebody would have offered to put one in my home; I just could not get one. They were not available in the metropolitan area, either. I had to wait some considerable time before I could get a refrigerator put in.

Mr. J. Hegney: Did you not want one?

Mr. McCULLOCH: I certainly did.

Mr. J. Hegney: Did he know that?

Mr. McCULLOCH: That was none of their business. If I could have got one, I would have been glad to have it. I know people who have purchased refrig-

erators. One would have to pay the same amount anywhere else as one would at Snowden and Willson's. What is the difference in getting a refrigerator from Snowden & Willson as against getting it from Musgrove's, or any other firm? The inference is that Snowden & Willson compelled these people to buy radios and refrigerators. From 1950, there was nothing in any agreement to compel people to buy radios or refrigerators. People who moved in alongside me in 1951 were not compelled to do so. One gentleman from Geraldton had a kerosene-operated refrigerator. There are other people who moved in about six months ago. They had a wireless set on which you could place ten records at the same time and get all the music you wanted.

The inference is that Snowden & Willson have compelled people to buy radios and refrigerators. I do not think that is the case, and I know that during my time there was no compulsion to purchase these articles. I certainly say that if I could have got a refrigerator at the time, I would willingly have taken it. I can understand these allegations made prior to 1950, because I know it was very difficult, for Goldfields people certainly, to buy refrigerators; people were groping for them. So if these homes could be supplied with them, it was good service. I feel that these articles were just as scarce in the metropolitan area as they were in country districts. I do not think there is anything wrong in providing these articles and asking that they be paid for.

In the case of the adjustments mentioned, I inquired of Snowden & Willson how they arrived at them. They told me there was a gentleman by the name of Mr. Ross, who was at one time employed in the State Housing Commission as a costing clerk. He was fairly proficient in the ways of costing certain housing commodities, building materials, etc. I was not prepared to dispute that after I got the figures. The firm got permission from the State Housing Commission when the base price was set until the time I went into the house and, after examining the figures, I found them to be fairly accurate. As I have already said, there was one particular with which I was not satisfied and that was the granolithic path.

Complaints have been made about the construction of these homes; surely this is not the place to make them. If a person is not satisfied with the construction of his home and sees some defect in it, surely there is some other way he can register his complaint. He could do so with the Builders' Registration Board. If these people approached the firm and pointed out the faults, and if the firm continued to refuse to do anything about them, the clients would then be able to put their case to the Builders' Registration Board. According to the member for Maylands,

one of these people did adopt that course, but whether or not he got any satisfaction I do not know. It seems to me, however, that the avenue is open to these people.

I had a look at a home the other day which is not very far from where I stay. It was not built by Snowden & Willson, but by another builder. It was built between two houses constructed by Snowden & Willson. After a shower of rain, the inside walls would be stained with water. The person went to the builder concerned—I believe this house is being financed by the War Service Homes Department—and he informed her that so far as he was concerned he was finished with the job. I say she should have gone to the War Service Homes Department and asked that department to send someone to look at the house. It certainly was not very nice.

If there is a fault in a house and the owner points it out to the builder and cannot get satisfaction from him, there is the remedy I have mentioned. Unlike some builders, this firm does not produce its own tiles, bricks and other materials required in the construction of a home, but lets contracts for various sections of its requirements and, in those circumstances, one cannot expect the work to be 100 per cent. efficient. We know that in many buildings defects present themselves.

In my home there has been only one crack in the plaster and a leak in the tiles on the porch, and when these defects were pointed out, the contractor sent along his men to remedy them. So far as Snowden & Willson are concerned, our business relations have been completed and it is not my desire to set out to assist the firm. My only reason for speaking tonight was to explain my experience.

I do not say that there is no room for complaint. There may be ample justification for the letters that have been quoted by the member for Maylands. If it is the desire of the House to appoint a Select Committee, I can see that a good deal of inconvenience would be occasioned to the firm. If any Tom, Dick or Harry could come along and tell a member a story or write letters of complaint and secure an inquiry, where is it going to end? Several of us have received certain letters today, but we have not jumped at conclusions and asked for an inquiry by Select Committee. It is worth while to investigate these cases well and hear the other side rather than come to the House and repeat ex parte statements and allegations. I think that the builders might well have been approached with a request that they discuss the matters in dispute.

Mr. Oldfield: Should not the company have an opportunity to state its side of the case?

Mr. McCULLOCH: I think it would have been better had the hon. member gone to the company and said, "I have received these complaints. Let us consider them." The hon. member stated that the company had been approached and asked for certain documents.

Mr. Oldfield: Written requests were made for documents and refused.

Mr. McCULLOCH: Sometimes when a member asks for papers, the Minister declines to table them, but says that if the member cares to call at his office, he may see them.

Mr. Oldfield: What objection could the company have to supplying a purchaser with a copy of his contract?

Mr. McCULLOCH: The company could not prevent a purchaser from seeing his contract. All he need do would be to go to the Registrar's office and ask to see a copy of an agreement of a certain date and proffer the fee of 5s.

Mr. Oldfield: These people applied and were refused.

Mr. McCULLOCH: I know that if a fee of 5s. is paid, such a document may be inspected. As regards the financial aspect, my experience is that this firm is very particular. In my case, and according to the documents quoted by the hon. member, the firm has been very prompt in replying to correspondence, and surely nobody should be condemned for keeping up to date with his correspondence!

I am indifferent whether we have a Select Committee or not. I say in all sincerity that I have not been taken down by this company, that I have a home built by it and that I am fully satisfied with the contract I entered into. If I thought that I had been exploited, I would have taken legal action to recover my money. Should the House decline to accede to the hon. member's request for the appointment of a Select Committee, I for one shall not be disappointed.

On motion by the Attorney General, debate adjourned.

PAPERS—HOUSING.

As to Austrian Pre-fabricated Homes.

HON. J. T. TONKIN (Melville) [9.18]: I move—

That all papers concerning the purchase by the Government of 900 Austrian prefabricated houses and the delivery and erection of such in this State be laid upon the Table of the House.

This motion would not have been placed upon the notice paper had the Government agreed to permit me to peruse the files in the Minister's office. I had no desire at the outset to cause a number of files to be laid on the Table of the House, but I considered that, as a public man and a

member of the Opposition, I had a perfect right to be informed upon a matter which appeared to be of considerable import to a large number of people and which required some explanation.

Papers on files do not belong exclusively to the Government. Files contain papers that have been placed there when previous administrations have been in office, and succeeding Governments are able to peruse the papers and ascertain what action has been taken. That is as it should be. In the type of Government we know, it is not intended that those in power for the time being shall be the only ones to have a knowledge of what is being done with public funds or of the activities being carried on. From time to time, Governments are required to bring down estimates of their expenditure and obtain approval for expenditure proposed to be undertaken. The request I made was perfectly reasonable. It was that the papers be made available, that being understood to mean that one is permitted to have a look at them. My question to the Minister on the 12th August was—

Will he make available all papers in connection with these houses?

The Minister's reply was—

As certain matters in connection with this contract are under consideration by the Crown Law Department the papers cannot be made available at present.

I would like to know why they cannot be made available simply because they are under consideration by the Crown Law Department. The department has been considering these papers for a long time. It was the 12th August when the Premier told me that, but I have not seen any evidence that the Crown Law Department has taken any action, although more than a month has elapsed. I have no doubt, if the Minister's statement is true, that these matters were under consideration long before the 12th August.

Dealing with this question of the Austrian pre-fab. houses, the Minister said I had made an attack in connection with the matter. I was not aware that I had made an attack on anybody in connection with these houses. I might have fired a shot at him but it could not by any stretch of the imagination be called an attack. The Minister will see me in attack a little later on. What I said on a former occasion was that these houses cost too much and the rents were far too high and there should be some investigation into the cause; and that is what I believe. The Minister set out to give us the reasons underlying the decision to purchase.

Who is interested in the reasons underlying the decision to purchase? They did not cause the high price or the high rent. The reasons underlying the purchase could

be the best possible reasons in the world and yet the result might be catastrophic; so the Minister proved nothing by giving us the reasons underlying the purchase of these pre-fab. houses. But he did this: He made a statement which caused me to go further into the matter; and it looks as though something is being put over the Commonwealth Government, because the offer made by the Commonwealth Government was that it would meet the oversea freight and duty up to £300 per unit. Not that it would pay £300 off the cost of each house, but that it would meet, up to £300, the freight and duty providing (1) that the houses were erected primarily in areas producing coal and steel. Does Willagee produce coal and steel?

The Premier: Have you any objection to their being erected there?

Hon. J. T. TONKIN: No; but if this is something being put over the Commonwealth Government I have an objection because, according to the statement of the Minister, the Commonwealth Government was going to pay up to £300 for freight and duty, firstly providing the houses were erected in areas producing coal and steel; and, secondly, provided preference in allocation was given to workers needed for the production of basic materials. I submit that, in the main, neither of these two conditions has been met. It is true that a few of the houses have been erected at Collie but it is only a token erection; and if the position were examined, I have little doubt that those conditions entitling the State to up to £300 freight and duty have not been met. Therefore, if the State is receiving £300 in connection with all those houses to be erected, the money is not being paid in accordance with the original intention.

The Premier: The Commonwealth Government knows there has been a vigorous house-building programme at Collie.

Hon. J. T. TONKIN: Does the Commonwealth know how many of these pre-fab. houses, on which it has to pay this subsidy, are being erected in districts which do not produce coal and steel? Does it know that?

The Premier: What districts have we got that are producing steel?

Hon. J. T. TONKIN: None.

The Premier: How can we put the houses into such districts?

Hon. J. T. TONKIN: But we have districts producing coal.

The Premier: We have, and a most vigorous housing policy is being carried out there.

Hon. J. T. TONKIN: How many pre-fab. houses have been put up in Collie?

The Premier: I cannot answer that.

Hon. J. T. TONKIN: The Minister could.

The Premier: I know that housing has been going on at Collie.

Hon. J. T. TONKIN: I think that less than 60 have been put up altogether, so that does not make many for Collie so far. The Minister made some reference—more than a reference; it was a straight-out statement—which characterised the speeches I make in this House as smear attacks. I will take a later opportunity of answering that. If the Minister wants to indulge in personalities, I am not going to follow him; but I will take advantage of the later opportunity to deal very fully with what he said in connection with that matter. He said that the smear campaign—that is, dealing with this statement of mine about Austrian pre-fabs.—seemed to be part and parcel of the speeches of the member for Melville. The member for Melville has the grounds for the speeches he makes in this House, as the Minister for Housing will come to realise sooner or later.

I am entitled to know, and so is every other member, why these houses of 8½ squares have, on the Minister's figures, cost £2,800 to build and, on my figures, considerably more than £3,000, and why it is necessary to charge working people £3 2s. 0d. per week to live in them. That is what we want to know, and I propose to give some reasons why we are justified in probing it further. I have here a drawing of a pre-fabricated house, oversea type. Here is a plan and an elevation. I also have a copy of a working agreement which the contractor, Sandwell and Wood, offer to anybody prepared to put up these houses for them.

The Minister told me that these houses were imported and the cost of them put into a suspense account. When construction is undertaken there is a transfer of £1,250 from the suspense account to the construction account in respect to each house. Let us assume that these components which are brought to Australia cost £1,250. The next thing is to erect them. Listen to this—

1. You will provide the necessary labour and supervision to carry out the work covered by the plans and specification, and itemised below, as expeditiously as possible, and to the satisfaction of the State Housing and this company's supervisors. The labour as covered by our price is to include:—

- (a) All carpentry work.
- (b) All bricklaying and concrete work.
- (c) All painting work and colouring to internal wall linings.
- (d) All roof plumbing work (gutters, flashings etc.)
- (e) All sanitary plumbing work which includes the installation of septic tank or French drains as directed by the Health Department.

- (f) All Flintkote floors.
- (g) All glazing.
- (h) Installation of electric light tubing and morticing of architraves and skirting for switches.
- (i) All flush jointed plaster-board work and asbestos cement sheet dados and lining.
- (j) All roof covering, whether tiles or corrugated asbestos cement sheeting.

2. You are to provide all the necessary labour to carry out the work as in Item 1, and you will be responsible for all workers' compensation insurance (policy to be viewed by this office), pay roll tax, holiday pay and sick pay attributable to such labour provided.

3. You are to provide all necessary plant and tools to carry out the works as in Item 1, efficiently and thoroughly.

4. It is agreed that if the plaster-board linings and roof coverings are fixed by other contractors that a sum of £45 (forty-five pounds) and £16 (sixteen pounds) respectively shall be deducted from our price. Likewise the sum of £3 18s. (three pounds, eighteen shillings) is deductible for glazing.

5. Hard ground is to be an extra, claims for same to be rendered in full detail, showing date of execution, hours worked and rate of pay.

6. No labour for concrete paths or fencing is included in our price.

7. It is agreed that a sum of £30 (thirty pounds) shall be retained on each house until the final maintenance is completed and cleared by the State Housing Commission. The maintenance period to be six weeks.

8. All building and other such fees will be paid for by this company.

9. Progress accounts will be submitted by you each fortnight to the secretary of this company for checking and paid the week following submission.

10. You will take all due precautions for the safe custody and protection of all materials delivered into your care.

In other words, the schedule provides for doing all the work in erecting these houses, which, we are told, cost £2,800. It costs £1,250 to bring certain of the components here. Now, how much do members think the contractors will allow for the erection of the buildings? It is £515! That sum includes all the carpentry, bricklaying, concreting, painting and so on. I asked the Minister what materials the contractors had to supply in addition to

the components brought from overseas. For these materials, which I am going to read out, and for their profit, the contractors get £1,128. This is what they provide—and how would members like to provide these things for £1,128?—

Stumps, sole plates, bearers and ant caps.

Internal linings.

Roofing tiles.

All electrical components.

Glazing and window sash balances.

W.C. suite.

Stainless steel sink and drainer, stove and canopy, bath heater and flue pipes.

Water pipe reticulation from meter to house.

Glazed earthenware pipes and fittings.

Paints, tar and flashings.

Water troughs, copper, clothes posts and rails.

Composition floors to bath room, laundry and W.C.

Fencing and paths.

Bricks, sand, cement, lime and aggregate.

No labour of any kind is included, but just these materials and profit in the sum of £1,128, yet the man who erects all these components and puts the tiles on and the windows in and does the painting and plumbing receives £515. I have here a cutting from "The West Australian" of the 26th March, 1952. The newspaper considered this letter of such importance as to publish it on the leader page under the heading "The Laughing-Stock of Timber Trade". It is a letter from Switzerland, and is as follows:—

In Trieste a ship is being loaded with 450 prefabricated timber houses for the State Housing Commission of Western Australia. The moisture content of the timber in them is 30 per cent. and for Australian conditions it should not be more than between 10 and 15 per cent.

What the State Housing Commission does not know is that if these dwellings were erected in cold, moist areas like Austria, from where they have come, they would do the job, but in Australia, their erection is just throwing money down a sink.

Private enterprise would know these points and not order houses without specification to moisture content. Naturally if they were foolish enough to erect these in Australia, the houses would be jumping from one street to another in the drying out process over years, as the prefabrication was done at a 30 per cent. moisture content. The Western Australian Government should immediately sell these houses

(if it can) in Europe and cut its loss rather than waste money erecting them with the resultant terrific cost and upkeep that would be necessary to put them in order. The large orders and foolishly high prices paid for pre-fabricated houses by the various State Housing Commissions has been one of the greatest items in the expenditure of Australian oversea funds. The contracts were thrown at any Tom, Dick or Harry and fly-by-night concern who could promise delivery of any sort of timber house, with the result that the Australian Housing Commissions are the laughing-stock of the timber trade of Europe, especially when it is known—

This is what worries me—

—that as many as five profit commissions were made in some deals before delivery.

(Signed) John D. K. Roche,
St. Moritz.

This man, whom I do not know in the slightest degree, had the courage to sign his name to that letter, and I take it that he is somebody from Australia who was in Switzerland at that time. That may not be right, but I do not think that anybody but an Australian would have any interest in what was being done in this country with regard to housing. He makes the definite statement that it was known in Europe that as many as five private commissions were made in some of the deals before delivery and that is one of the reasons why I want to look at the papers.

The Premier: He says this was not the only State concerned.

Hon. J. T. TONKIN: That is true. He blames the Housing Commissions in all the States generally, but refers to the fact that the Western Australian houses were being loaded at that time. I am not in a position to examine the papers in the other States and am only trying to get the opportunity to examine them here, and so far meeting with nothing but frustration. It seems ridiculous that the contractors should be prepared to allow only £515 for the erection of these houses, some of which took five months to build. I cannot find the figures at the moment, as given by the Minister, but from memory I think the shortest time taken to erect one of these houses was something over three months, the longest time something over six months and the average time about five months. The Minister can correct me if that is not right. At all events, the figures are recorded in "Hansard" as they were given to me by the Minister in answer to questions. If these houses take an average of five months to erect and the contractor allows only £515 to cover that cost, there should be some explanation for the £1,128 that is unaccounted for. Out of that £1,100

odd, they have to pay for the material that I detailed and make provision for builders' profit.

I went to one of the stores in South Fremantle where this building timber was stacked and noticed a number of men engaged solely in moving the boxes of timber from one place to another. They had a fork-lift and had been engaged for weeks taking the timber from one place and stacking it somewhere else. The wages bill for that alone must be considerable and I would like the Minister to tell us who meets it. I asked him whether the Housing Commission paid and he said that it did not. I would like to know how the contractor provided for that in his original quote, because it is certainly costing a lot of money.

There appeared to be eight or ten men—mostly foreigners—doing nothing but shift these huge stacks of softwood from one place in the shed to another. That has been going on for days and days and is continuing. This is at least the second time that that timber has been moved since it arrived here and I would like to know who is paying for that handling. Then there is the question of the srex wasp. Over £12,000 has already been spent in dealing with that pest and expenditure is proceeding at the present time at the rate of £880 per week, according to the figures given to me by the Minister. Something over £12,000 has already been expended. Who is to pay for that? I am sure the contractor will not.

It is all very well to say that a claim is being made on the Commonwealth Government, which may pay it, but suppose that Government refuses—where is it then to be debited? It is certainly a cost in connection with these houses, and that brings me to another point in connection with the effect of this wasp. The wasp has eaten through the timbers and made large holes. The contractor uses timber, similar to dowels, and blocks up the holes, and I have been informed by a builder, who has examined these timbers, that it is not uncommon to find one dowel entering the timber from one face and another dowel, not more than one inch away, going through the timber from another face, with the result that there is scarcely any strength in the timber at that point. He gave me as his opinion that when these timbers were placed in the houses it would not take much stress to cause them to fracture.

There are two points to keep in mind; the extra cost of building these houses, through having to plug the holes with dowels, and the certainty that the timber is weakened when it is put up. Instead of being solid timber, it is full of holes that have been blocked with dowels, and some of these points are so close together that they definitely weaken the timber and render it liable to fracture.

Mr. Griffith: Why do they have to put in these dowels?

Hon. J. T. TONKIN: To block up the holes; they would show up too much if they were not blocked with dowels.

Mr. Griffith: I realise that, but there must be a technical reason for it.

Hon. J. T. TONKIN: There would soon be a noise abroad if they used timber that was riddled with holes, and so it is camouflaged by blocking the holes with wooden dowels. The timber is then painted, and what the eye does not see the heart does not grieve over. But that does not strengthen the timber and it is all added cost. Who will pay for all this? That is another reason why I want to see the papers. I want to see how the State will stand in regard to these matters. The Minister said it was intended to cite a case against the companies. The Crown Law Department is a long time making up its mind if it intends to cite a case against the companies. The Minister said, "The Crown Law Department is considering legal action against the companies, and the files cannot be made available." Of course, the department can go on considering the matter until Christmas—until after the House rises. That is an old dodge.

The Premier: You say that as if you had some experience of it.

Hon. J. T. TONKIN: I have read about it but I cannot recall any instance where I was guilty of it myself.

The Premier: I can remember files being refused when you were on this side of the House.

Hon. J. T. TONKIN: The Premier can?

The Premier: Yes.

Hon. J. T. TONKIN: Let him give me an instance.

The Premier: I can give you instances.

Hon. J. T. TONKIN: I hope the Premier will look it up and, at a later date, give me an instance. Personally, I cannot recall a single instance, when I was a member of the Government, where we refused to allow files to be inspected.

The Premier: You ask the Deputy Premier about what happened when he was Leader of the Opposition. He asked for certain files and they were refused.

Hon. J. T. TONKIN: I cannot recall it. He did not ask me for any files that were not produced. The Minister for Housing said that there was no suggestion that the files would not be available at some time in the future. A lot of good that is. It is now past the middle of September.

Mr. J. Hegney: It will be when he goes out of office.

Hon. J. T. TONKIN: He said—

I wish to advise the House that four actions are contemplated, not only by the State Housing Commission but also by the State Insurance Office. In the first place we are contemplating taking action against the shipping company for the late arrival of the vessel, due to its having been stuck on a sandbank.

I ask you, Mr. Speaker, what could there possibly be on the file which would jeopardise that action? If the Crown Law Department contemplated taking action against the master of the vessel for getting stuck on a sandbank, how could that be in any way influenced by letting me see the file? Not in the slightest degree! He said—

Consequently, the State Government Insurance Office and the Housing Commission together are citing a case against the company for negligence by the captain . . .

That will not affect the files. If the Government thinks the captain was negligent, there will be nothing on the files that will affect that aspect. It is a question of whether he should have run on to the sandbank or not and whether he was negligent. The Minister continued—

Secondly, in respect of the timber infected with sirenx wasp, some of the components that arrived were not up to standard and there were shortages.

How will showing me the file affect that? I have seen the timber; I know it is infected with sirenx wasp. The Minister has already declared to the world that it is costing £880 a week to deal with the wasp, and that he is making a claim on the Commonwealth Government. How can showing me the papers affect that? The Minister went on—

Hence, in the public interest, would it be right to permit these files to be made available and thus leave the way open for some individual who may want to come here and pick an odd letter out of one or other of the 36 files, and then possibly make bald, sweeping charges that would involve great time and attention to answer?

Is that a reason—that some individual might select an odd letter from 36 files and make sweeping charges that would take a lot of time to answer? What a lot of nonsense!

Mr. J. Hegney called attention to the state of the House.

Bells rung and a quorum formed.

Hon. J. T. TONKIN: The Minister went on—

There would also be the danger of giving to the people against whom we are citing cases information about the intentions of the State Housing Commission and the State Government Insurance Office.

The Minister has already said that it is the intention to cite cases; he has already told them that the State Housing Commission and the State Insurance Office intend to cite four cases. Showing me the files will not give any more information about that. So he went on to say—

Therefore I assure the hon. member it is not the intention of the Government to allow these papers to be laid on the Table of the House.

I want to assure the Minister that it is not the Government that will decide the matter. It might think it has a right to decide this question, but it is one that Parliament will decide; not the Government or the Minister. If Parliament thinks it is right that these papers should be made available for perusal it will say so irrespective of what the Government wishes to do about it.

The Minister for Lands: Does the hon. member think we do not know that?

Hon. J. T. TONKIN: The Minister apparently thinks so.

The Minister for Lands: I do not think he does.

Hon. J. T. TONKIN: Well, why did he say, "It is not the intention of the Government to allow these papers to be laid on the Table of the House"? That is clear enough.

The Minister for Lands: At the same time he knows that if you move accordingly the House will make the decision.

Hon. J. T. TONKIN: I am just reminding him that whether it is the intention of the Government to allow it or not, the final decision on the matter will be made by this House, and the members of it will have to take the full responsibility one way or the other. That is a right which is left to Parliament; to expect the Government either to put up a good case as to why the papers should be withheld or to make them available.

The Minister sums up and these are his final reasons: Firstly, because it would not be in the interests of the State to do so. However, the Minister did not advance a single argument to prove why it would not be in the interests of the State. Secondly—and this is a real gem—because many of these files are in action all the time. He asked how the Housing Commission could function if 36 files covering the whole of the contracts were lying on the Table of the House. The Minister has overlooked two things. Firstly, if my request had been met the 36 files would not be lying on the Table of the House; they would be at the State Housing Commission and as I would not be able to look at 36 files at one time I would look at as many of them as the Minister found convenient to make available to me from time to time. So he overlooked that point. Secondly, I thought these files were at the Crown Law Department where action

was being contemplated. If they are at that department how can the Housing Commission carry on without them? So the Minister put his foot in it.

If the files are at the Crown Law Department—and that is where he said they were—how is the Housing Commission carrying on without them? It must be remembered that he said they were in action all the time. I again emphasise that my original request was not that they should be tabled; I asked that they should be made available. If the House agrees to my motion that the papers be tabled I will not require them to be here for the rest of the session. One week will satisfy me. If they are tabled for that length of time I will give the House an assurance that, so far as I am concerned, the files can go back to the Housing Commission after they have been tabled for that period. Of course, it would not be for me to say; other members might want to peruse them and that risk has to be taken.

I do not want 36 files resting on the Table of the House for the rest of the session. All I want is an opportunity to peruse them and if the Premier gives me an assurance that I can do so I will withdraw the motion. If I am allowed to examine them and find out what did take place and why this terrific cost is out of all proportion, I will be perfectly satisfied. I have information which is absolutely authentic that the contractors are only prepared to pay £515 to sub-contractors for erecting the houses when they have not had to pay for the components that have been brought from overseas, and all they have to do is to provide that list of materials I mentioned and take delivery of the components and stack them. In view of that I say that the discrepancy of £1,100 is far too much.

I want to know exactly what the contractors have to do for their money. I also want to know how the prices that we paid for these buildings compare with prices elsewhere. I have read where they have erected pre-fab. houses in England at a cost of £1,000 each and ours, on the Minister's figures, have cost £2,800. That is without taking into consideration the cost of the siren wasp treatment which already amounts to over £12,000. When that sum is divided up among the houses already erected it will bump up the figures for each house somewhat. What about the rise and fall clause? The Minister has said that there is such a clause. When will a calculation be made under that, seeing that these houses have taken an average of five months to build? Are members to be satisfied with knowing nothing about this tremendous contract? It runs into £1,000,000 for 900 houses. One would not have to make much per house to get a lot of money. I think we are entitled to know what the exact situation is.

The Opposition is entitled to know, as is the Government, the true situation relating to these contracts and whether they were thrown at any Tom, Dick or Harry, as has been stated, and whether four or five commissions have been paid. Those are matters about which we are entitled to know. Public funds have been expended to the tune of £1,000,000 and large sums are still to be paid, but yet it is to remain a closed book until some future unspecified date. I submit that no genuine reason has yet been advanced by the Government why we should not see these papers. The reasons I have dealt with are just too foolish.

The Premier: You do not think the contract has been thrown just indiscriminately at any Tom, Dick or Harry.

Hon. J. T. TONKIN: I do not know.

The Premier: You do not think it, do you?

Hon. J. T. TONKIN: I am not thinking anything.

The Premier: You are thinking a good deal.

Hon. J. T. TONKIN: I am not; I am stating facts. That is what I am doing, stating facts. I have shown the Premier a drawing of the house; the figures I have quoted were supplied to me by his own Minister. I have read a schedule of the work to be carried out to erect the houses and I have quoted the figure at which this job was actually offered to a builder. That is not what I am thinking at all; it is what I have been told authentically. The sum total is £1,250, in round figures—I believe it is a few pounds less; that is the figure which was given to me by the Minister as being the cost of landing a complete set of components in Western Australia. The total cost of £2,800 odd was the figure given to me by the Minister as being the cost of erection.

I have done a little thinking in connection with one matter as the Premier said; I am sorry I have denied it! I am thinking that the cost exceeds £3,000, and I say I am entitled to think that on other figures which have been supplied. We cannot incur this expenditure with regard to plugging up holes on timber that has been damaged by siren wasp without substantially increasing the cost of the homes.

The Premier: How much of that plugging is there?

Hon. J. T. TONKIN: Quite a lot of it, I am informed. The damage of the wasp is so apparent that one can see the tremendous expenditure that is going on. Just imagine it: £880 a week for that alone. That is not for putting the house up; it is for fumigation and for shifting the timber. It is a tremendous expenditure which has got to be charged somewhere. The Minister has not been very helpful in this connection. I tried to find

out where it had been charged but all he would say was that a claim was being made against the Commonwealth Government.

Mr. Griffith: If what you say is right, the cost of 900 houses at £3,000 a house would be £2,700,000.

Hon. J. T. TONKIN: Yes.

Mr. Griffith: Surely there is something wrong if £1,000,000 odd is missing.

Hon. J. T. TONKIN: That is what I am saying; I cannot make the figures add up. A contract for a million was the contract for the components supplied in Australia; 900 houses at a round figure of £1,250 which takes us over the million; £515 to put them up and that is for all the labour concerned in erecting those components, such as putting the floors in, the tiles on, fixing the linings, putting the cement paths down; that is all included in this labour, and there is only £515 for that. Now there is the extra lot of stuff which has to be provided by the contractor out of his £1,100. I do not know whether the contractor gets the £1,100 or not; that is what I am trying to find out and that is why I want to see the papers. Somebody else might be getting a cut out of it somewhere.

This is a lot of money to pay for 8½-square houses; it is far too much and the result of it all is that we are obliged to charge unfortunate tenants who go into them £3 10s. a week rent. Already these people have been to me; they want to call a public meeting to protest against the rent being charged because they say it is beyond their capacity to pay it. They cannot say they will not go into the houses because the rent is too high; if they did that the Housing Commission would say, "You are off the list; your priority has gone." So they can only come to me and suggest calling a public meeting.

I think we are entitled to know how it is that the houses have cost so much under this contract. There should not be anything to hide about it. If the Government has made a bad deal, well, let us see what has happened. Let us see how many people had a finger in the pie and what they are getting out of it for all they are doing. Let us see whether they are getting too much or too little for the work they are doing. Let us examine the matter and see what the situation is because the people in this State want to know; I am certain that the tenants in Willagee want to know why they have to pay £3 2s. a week rent. There is no compensating factor in the basic wage in their case; their standard of living is reduced by 30s. a week because they are in those houses paying £3 2s. a week. Let us find out something about them.

Up to now the Government has not given one valid reason why these papers should not be made available. The reasons advanced by the Minister were

childish. Just imagine saying the papers cannot be brought here because there would be on the table 36 files which are in action all the time! But in the same breath the Minister says they are down at the Crown Law Department; it does not add up. I appeal to hon. members to assert their parliamentary rights in this matter. It is idle to say that the interests of the State are being jeopardised if we are allowed to see these papers. It is not often that I speak in the vein in which I propose to speak now, but I think it is necessary. Before there was a change of Government I had the responsibility of acting as a Minister of State. Nobody at any time during that period said I should not have access to Government papers because I might do something against the interests of the State. As a matter of fact, I took an oath of office.

It is stretching things a bit far now to say that an ex-Minister, and the Deputy Leader of the Opposition, shall not be allowed to peruse papers because he might do something against the interests of the State. I ask members, is that a valid reason for withholding these papers? Of course it is not! I suggest that the Government ought to do the decent thing and offer to allow me to peruse the papers. If it makes that offer, I am prepared to withdraw the motion to have them tabled. That will not cause any dislocation in the slightest degree nor will it affect the contemplation of the matter by the Crown Law Department which for weeks has been trying to make up its mind whether it will do something or other. It could make up its mind straight away, seeing that it has had six weeks to think it over—if it intends to do something.

It is pretty certain that none of the files in which I would be interested will be required by the Crown Law Department. I am not interested in the question of whether the captain of the ship was negligent in allowing his vessel to run aground. I want to know why these houses are costing so much and whether the contracts were thrown to any Tom, Dick or Harry. I am interested to learn whether four or five commissions were paid. If that is common knowledge in Europe, why did we not know about it? These are matters upon which the papers may throw some light, and hence I am moving the motion.

On motion by the Minister for Housing, debate adjourned.

ADJOURNMENT—SPECIAL.

The PREMIER (Hon. D. R. McLarty—Murray): I move—

That the House at its rising adjourn till 2.30 p.m. tomorrow.

Question put and passed.

House adjourned at 10.23 p.m.

Legislative Council

Thursday, 18th September, 1952.

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

QUESTIONS.

HOUSING.

As to Stored Components of Pre-cut Homes.

Hon. G. BENNETTS asked the Minister for Transport:

(1) In view of the fact that a large number of pre-cut houses are stored in various centres, owing to lack of finance to enable their erection, will the Government consider disposing of such houses to the local governing bodies on a long-term payment basis?

(2) If the answer to No. (1) is in the negative, will the Government consider any other terms, as houses are urgently needed in the remote areas of the State?

The MINISTER replied:

(1) and (2) The Government is considering the disposal of a number of these houses to the State Housing Commission.

IRRIGATION.

As to Harvey No. 2 District, Work and Dismissals.

Hon. C. H. HENNING asked the Minister for Transport:

(1) What is the number of men dismissed by the Public Works Department in irrigation districts since the 1st July, 1952?

(2) What is the number of men employed on construction in Harvey No. 2 district, dismissed since the 1st July, 1952?

(3) How many new connections to farms have to be made to complete Harvey No. 2 scheme?

(4) What is the estimated cost of new connections for the year 1952-53?

(5) What is the estimated cost of the minimum modified scheme to permit water to be supplied, assuming it is a workable scheme that will allow for improvements to be made at a later date?