

may be that a child was born on a block of land, and if the rates and taxes have been paid to the local authority for 60 years, that individual may put in a claim for the possession of the land. I support the Minister in his attitude.

Hon. N. KEENAN: I do not know why this amendment was made. I understood that the Bill was meant to be a codification of the existing law. Had we addressed ourselves to framing a proper Limitation Act, undoubtedly we would not have passed this Bill. I understood the Minister to inform the Committee that the view expressed in the Council was that this amendment was inserted because of the existing law. If it is the existing law, it means that if one is in adverse possession of land for 60 years, the Crown cannot then dispossess.

Hon. C. G. Latham: It can.

Hon. N. KEENAN: Then Clause 36 will undoubtedly alter that law, if it is the law. I do not think we should alter the Act unless we do it thoroughly, and to agree to this miserable little amendment is not the proper course to adopt. If we are to amend the Act, there are much more important matters that require alteration. If the law is as suggested in another place, it is news to me, although I have some dim idea about the rights of an individual who has been in adverse possession of land for 60 years. I have an idea that the Crown recognised that a person in possession for 60 years was not to be disturbed, but not because that was the law.

The Minister for Justice: The Crown is debarred from taking action to dispossess.

Hon. N. KEENAN: Yes, even though the individual concerned may not have any actual title to the land. Clause 36 can very well be read to disturb that procedure. I think the Minister would be well advised to refuse to accept the amendment.

The Minister for Justice: That is the action I intend to take.

Mr. J. H. SMITH: I think the Minister could accept the amendment. Sixty years is a long time and that in itself should be a sufficient safeguard.

Question put and passed; the Council's amendment not agreed to.

Resolution reported, and the report adopted. A committee consisting of Messrs. Latham, McDonald and Willcock drew up

reasons for disagreeing with the amendment.

Reasons adopted and a message accordingly returned to the Council.

*House adjourned at 5.51 p.m.*

## Legislative Council,

*Friday, 13th December, 1935.*

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

### BILL—BULK HANDLING.

*In Committee.*

Hon. J. Cornell in the Chair; the Chief Secretary in charge of the Bill.

Clause 1—agreed to.

Clause 2—Definitions:

Hon. C. F. BAXTER: In the name of Mr. Piesse I move an amendment—

That in the definition of "grower" all the words after "means the" be struck out and "actual grower" be inserted in lieu.

As the definition is worded, a lot of confusion is likely to arise in connection with the Bulk Handling Company. The word "grower" is not used anywhere in the Bill in the sense mentioned here, and it is deemed advisable that the definition should be amended in the way proposed.

The CHIEF SECRETARY: I oppose the amendment. The term used in the Bill is a very necessary one. It is inserted in this way as a preliminary to Clauses 22 and 23. The definition has a particular bearing on Clause 23 which deals with the rights and limitations of certain parties and sets

out the liability of holders for conversion. It has been the custom to state the name of the grower on every warrant that is issued. The grower is the person who owns the wheat after harvest. This would include more than the actual grower of the wheat. It might include a share farmer who does not grow wheat, or the legal representative of some deceased person. These people would not be covered by the definition if amended according to Mr. Baxter's suggestion.

Hon. J. NICHOLSON: The Chief Secretary has pointed out a very vital reason why the definition should not be amended. Many dealings take place between the time when the wheat is actually delivered and when it reaches the ship's side. The instances quoted by the Chief Secretary should be sufficient to show the necessity for maintaining the definition as printed.

Hon. A. THOMSON: Another aspect is that "grower" should always mean the actual grower; otherwise there will be conflict of terms. The actual grower is to receive the benefit of the toll under the deed of trust. If the definition remains unaltered, lien-holders will become entitled to the toll, or to shares in the bulk handling company. Certainly confusion would arise. Lien-holders would claim the right to become shareholders when the property is taken over.

Hon. H. S. W. PARKER: A lien-holder could not get more than he lent.

Hon. A. THOMSON: But a toll is imposed; and that toll is, in effect, a loan to the company by the growers who put wheat into the bins. The toll accumulates until the time when the system is to be handed over. Under the definition in the Bill, the Agricultural Bank and any other lien-holder would become shareholders.

Hon. H. S. W. PARKER: But only as trustees for the persons who gave the liens.

The CHAIRMAN: Is Mr. Thomson arguing that the definition in the Bill does not fit in with the bulk handling agreement?

Hon. A. THOMSON: Yes.

The CHAIRMAN: That is not relevant to the Bill. The interpretation here is that of "grower" under the Bill, not "grower" under the deed of trust.

Hon. A. THOMSON: How can the lien-holder be considered a grower? He may never have grown a grain of wheat in his life; probably he will not have. Now is the time to make the necessary alteration.

Hon. H. S. W. PARKER: A sleeping partner in a share-farming agreement would not be an actual grower.

Hon. A. THOMSON: No; but he would be an actual owner, and the definition in the Bill refers to "legal ownership." Is it to be contended that under existing liens granted to, for instance, fertiliser companies those companies are actual growers? We are now dealing with the definition of "grower."

The CHAIRMAN: "Grower" as the person entitled to the warrant; not "grower" within the meaning of the deed of trust.

Hon. A. THOMSON: I support the amendment. The grower is the producer of the wheat.

Hon. H. V. PIESSE: I too support the amendment. Confusion might arise if the grower sold his certificate and the purchaser claimed later to be credited with the toll paid by the grower, this being money put aside to pay for the bulk handling scheme. "Owner-grower" is a term that would save future trouble.

Hon. H. S. W. PARKER: I foresee difficulty if the definition is altered. A farmer may sell his standing crop. Then the purchaser is undoubtedly the owner of the wheat, but he is not the grower of it—he merely harvests it. The lien-holder does receive something from the company eventually, but he has to account for what he receives to his "cestui que trust," the man who borrowed from him. The lien-holder holds the lien merely to cover certain expenses—moneys lent and so forth—and cannot get anything more than that. If the farmer does not look after his own interests, he can of course be swindled by the lien-holder; but there is no other danger.

Hon. A. Thomson: Why not have a separate definition for this purpose?

Hon. H. S. W. PARKER: As the Chief Secretary has pointed out, the absolute grower need not be the owner. If the absolute grower is dead, where are we?

Hon. A. Thomson: Then the wheat would be part and parcel of the estate, and so become available for distribution.

Hon. H. S. W. PARKER: Rather than accept the amendment, it would be better to strike out the definition altogether. The word "grower" is imported into the Bill with a special meaning, namely, that of

the owner of the wheat. I do not see any objection to the definition at all.

Hon. H. J. YELLAND: It is recognised that Co-operative Bulk Handling Ltd. have entered into an agreement with the growers of the wheat that a toll of  $\frac{5}{8}$ d. shall be levied against every bushel, and the accumulation of that toll eventually becomes the property of the growers in the shape of shares in the company. What we are endeavouring to do is to protect those shares that will ultimately revert to the growers so that they will not reach the hands of anyone else into whose possession the wheat may go.

Hon. J. Nicholson: That should be effected by the agreement itself.

The CHAIRMAN: Yes. What has that to do with the Bill?

Hon. H. J. YELLAND: The object of the amendment is to see that the farmer, whether he grows the wheat himself or by deputy, shall receive the benefit and not some other person into whose possession the wheat may go.

The CHAIRMAN: Can the "grower" be any other than the "actual grower"?

Hon. H. J. YELLAND: My son grows practically all the wheat at my farm, but it is my wheat.

Hon. H. S. W. Parker: Whose wheat is it immediately it has been harvested?

Hon. H. J. YELLAND: Mine.

Hon. H. S. W. Parker: Then you would be the person to be considered under this definition.

Hon. H. J. YELLAND: We are afraid that the lien holder may be able to step in and take from the grower the benefit to which he has been contributing from the inception of the bulk handling scheme.

The CHIEF SECRETARY: Mr. Thomson offered his opposition to the clause and supported Mr. Baxter's amendment on the ground, first of all, that the grower is always referred to as the "actual grower" in the trust deed. I would remind the Committee that the trust deed is no part of the Bill, which must stand on its own interpretation. The definition of "grower" is included for the purposes of the Bill. Mr. Thomson is afraid that the definition may affect other legislation; that is not possible. The more one considers the amendment, the more one, who analyses it intelligently, will recognise its dangers. It is impossible to say how far

its harmfulness will extend. A farmer may become bankrupt. Who is to take charge of his estate? If the amendment be agreed to, the Official Receiver cannot do so. An official liquidator will be powerless.

Hon. H. S. W. Parker: Should the farmer live in Perth and employ a man to grow the wheat for him, who is the actual grower?

The CHIEF SECRETARY: That is doubtful.

Hon. H. S. W. Parker: Obviously it is the farm-hand.

The CHIEF SECRETARY: If a farmer dies, in what way can the interests of his widow be safeguarded?

Members: By her trustees.

Hon. L. Craig: But they will not be the "actual growers."

Amendment put and a division called for.

The CHAIRMAN: Before the tellers tell, I indicate that I shall vote with the Noes.

Division taken with the following result:—

Ayes	..	..	..	..	10
Noes	..	..	..	..	11

Majority against .. .. 1

#### AYES.

Hon. C. F. Baxter	Hon. W. J. Mann
Hon. L. B. Bolton	Hon. H. V. Piesse
Hon. E. H. H. Hall	Hon. A. Thomson
Hon. V. Hamersley	Hon. H. Tuckey
Hon. J. J. Holmes	Hon. H. J. Yelland

(Teller.)

#### NOES.

Hon. E. H. Angelo	Hon. J. M. Macfarlane
Hon. J. Cornell	Hon. G. W. Miles
Hon. L. Craig	Hon. J. Nicholson
Hon. J. M. Drew	Hon. H. S. W. Parker
Hon. G. Fraser	Hon. A. M. Clydesdale
Hon. E. H. Gray	

(Teller.)

#### PAIR.

AYE.	No.
Hon. C. H. Wittenoom	Hon. T. Moore

Amendment thus negatived.

Hon. V. HAMERSLEY: I move an amendment—

That there be added to the definition of "grower" the following words:—"but shall not be taken to define the meaning of the word 'grower' in the deed of trust."

The deed of trust is defined in this clause, and the definition of "grower" we are now considering must not be confused with the word "grower" in the deed of trust.

The CHIEF SECRETARY: This is a harmless amendment, indeed a ridiculous amendment. How can this definition in the Bill possibly affect the deed of trust?

Hon. V. Hamersley: By a confusion of the terms.

The CHIEF SECRETARY: But how is this clause connected up with the deed of trust?

Hon. H. J. Yelland: There is a definition of "deed of trust" in this clause. That connects it up.

Hon. V. HAMERSLEY: Right through the Bill the deed of trust is involved. Provision is made for a toll of  $\frac{5}{8}$ d. per bushel. After the farmer has put his wheat into the scheme, and it passes under the control of those with authority to handle it, probably it will be sold. But the actual grower is the person entitled to a refund of that  $\frac{5}{8}$ d. toll.

Hon. J. Nicholson: Yes, under the agreement.

Hon. V. HAMERSLEY: We do not want any confusion between this definition of "grower" and "grower" in the trust deed.

The CHAIRMAN: Is the deed of trust referred to in any other clause of the Bill?

Hon. V. HAMERSLEY: Yes, in Clause 12 and other clauses.

Hon. H. S. W. PARKER: It is here provided that in this Bill "grower" means so-and-so. The deed of trust stands on its own and so whatever may be in the Bill can have nothing whatever to do with the deed of trust. The amendment is not required and it would be wrong to insert it.

The CHAIRMAN: I am sorry, but I shall have to rule the amendment out of order. Actually, the word "grower" does not appear in the definition of "deed of trust" in this clause.

Hon. A. Thomson: The word "grower" must be in the deed of trust.

The CHAIRMAN: But it does not appear in the definition of the deed of trust. The amendment would be of no value whatever.

Hon. V. HAMERSLEY: We do not want the term "grower" as we find it in this clause, to be confused with the word "grower" in the deed of trust. It amounts to this, that the wheatgrower puts his wheat into the bulk handling scheme. He sells the wheat and another party takes delivery of it.

The CHAIRMAN: Is the hon. member satisfied with the definition of "deed of trust"?

Hon. V. HAMERSLEY: Yes.

The CHAIRMAN: Then if the hon. member wishes to alter the definition of "grower," he should not mix it up with the definition of

"deed of trust." The hon. member would make one definition contradict the other.

Hon. V. HAMERSLEY: I do not agree. The amendment would merely direct attention to the fact that "grower" referred to in the definition of "deed of trust" is apart from the definition of "grower" in this measure.

Hon. J. Nicholson: Under the deed of trust is not "grower" the actual grower?

Hon. V. HAMERSLEY: Yes.

Hon. J. Nicholson: Then you have all you want.

Hon. V. HAMERSLEY: I am afraid there will be confusion if the amendment is not inserted.

The CHAIRMAN: I rule that the amendment is not admissible inasmuch as it seeks to alter another definition.

Hon. A. THOMSON: I do not wish to disagree with your ruling, Mr. Chairman, but Clause 12 provides that the company may not alter the constitution or deed of trust without the express approval of the Governor. Yet the company will be required, under a bond of £20,000—

The CHAIRMAN: Order! That point is not involved at present. Definitions must be clear and precise. If the hon. member wishes to conserve some interest outside the scope of the Bill, he should frame another definition.

Hon. G. W. MILES: I cannot see that the amendment is necessary.

The CHAIRMAN: I have ruled against it.

Hon. G. W. MILES: The definition of "grower" appears to be as clear as words can make it.

Hon. A. Thomson: We might re-commit the clause for further consideration.

Clause put and passed.

Clause 3—Concession granted to company:

Hon. H. V. PIESSE: I move an amendment—

That the proviso to Subclause 1 be struck out.

There is no reason why a grower should be able to transport in bulk up to 10 per cent. of the marketable portion of his crop. That would be unreasonable, especially as the transport equipment has been provided by the company.

The CHIEF SECRETARY: The proviso is practically identical with one contained in the Bill of 1932. A farmer should be allowed some latitude. The exemption of 10 per

cent. would allow a farmer who had premium wheat to put it direct into trucks. A farmer might be able to fulfil an order by putting wheat direct into trucks, and should not be restricted by having to pay the toll and handling charges for a small portion of his crop. In Victoria, where the grain elevators have a monopoly, the grower is entitled to handle, unrestricted by the right of the monopoly, 25 per cent. of his crop.

Hon. J. Nicholson: I thought 20 per cent. would be fair.

Hon. H. V. PIESSE: The company's equipment would be used for transporting such wheat.

The CHAIRMAN: The proviso does not say so.

Hon. H. V. PIESSE: Otherwise how could the grower load his wheat into bulk trucks, the greater proportion of which have been equipped at the cost of the company? My complaint is that the  $\frac{5}{8}$ d. toll would not be payable to the company on the quantity, and yet the company have had to incur the expense of providing the equipment. Under paragraph (b) bagged wheat is exempt. Premium wheat is handled in bags to-day to the extent of fully 99 or 100 per cent. I still think the Committee should agree to the deletion of the words.

Hon. G. W. MILES: Would not the grower save the  $\frac{5}{8}$ d.? This monopoly is all right for the company but I understood that we had to study the interests of the growers first. The proviso is for the benefit of the grower who saves the  $\frac{5}{8}$ d. and he should have the benefit of it. I should say it would be of advantage to have the proviso remain as it is.

The CHIEF SECRETARY: I was under the impression that the growers' interests in connection with bulk handling were to be paramount. What do we find now? Restrictions are to be placed on the growers. Even what is in the Bill is not in my opinion sufficiently generous and it seems to me that the company are striving after a monopoly and that is being given the support and assistance of members of this House representing agricultural interests! In 1932 there was a provision in the Bill similar to that we are now discussing. Victoria copied the clause in our Bill except that that State allows the grower to transport in bulk no less than 25 per cent.

Hon. C. F. Baxter: But who paid the costs of covering their trucks?

The CHIEF SECRETARY: That does not matter.

Hon. C. F. Baxter: Of course it does.

The CHIEF SECRETARY: Where does the grower come in? What is proposed is not in the interests of the growers. If the growers consent to this proposal all I can say is that they are colour-blind.

Hon. H. J. YELLAND: The trucks that carry the wheat for the Railway Department have been made suitable for that purpose by Bulk Handling Ltd.

The CHAIRMAN: The hon. member is only assuming that. I have already pulled up members for arguing about the interests of Bulk Handling Ltd. under this clause.

Hon. H. J. YELLAND: We must explain what this 10 per cent. means. The 10 per cent. will be carried in trucks belonging to the Railway Department, but they have been made suitable for the carriage of bulk wheat at the expense of the company. The wheat, therefore, will have to be carried ultimately at the expense of the company, which is entitled to receive  $\frac{5}{8}$ d. for the carriage of that wheat. The convenience is one that has been made available by the company, which should not be penalised under this clause.

The CHAIRMAN: Members are dealing with matters that are not referred to in the proviso.

Hon. G. FRASER: Do supporters of the amendment desire the clause to be deleted so that farmers shall be denied the right to send their wheat away in bulk other than through the facilities provided by the company? Do they want 100 per cent. of the wheat to pass through the hands of Bulk Handling Ltd.?

Hon. G. W. MILES: Do I understand that Bulk Handling Ltd. has provided all the trucks used for bulk handling, and that the Railways are not building trucks for this purpose? Will not more trucks be required later on? Is the company going to provide the capital necessary for this additional rolling stock? It appears to me that an attempt is being made to push everything into the hands of the company. There is no reason why a farmer should not get the benefits of the  $\frac{5}{8}$ d. if he so desires.

The CHIEF SECRETARY: Mr. Miles is right. If farmers require trucks the Railways must supply them, and if trucks of this nature are required they too must be supplied.

Hon. L. CRAIG: It is desirable that farmers should be encouraged to grow premium wheat. This is a method whereby that encouragement can be given.

Hon. C. F. BAXTER: How could it be handled in bulk?

Hon. L. CRAIG: It may be sold in bulk to a miller. As I see it, all the wheat farmers are partners in this business. They have appointed Bulk Handling Ltd. to handle their affairs. In effect they say they should allow themselves this 10 per cent. of wheat free of the company's operations. The partnership is paying £d., and owns all the assets, but the partnership is also allowing 10 per cent. of free wheat. I think this 10 per cent. is desirable, and will encourage the growing of premium wheat, but I do not think the provision will be very much used.

Hon. H. S. W. PARKER: Is it possible to avoid the £d. on export bulk wheat? If this provision is availed of to avoid the toll the wheat itself will have to travel only from station to station, and cannot be exported.

Hon. A. THOMSON: There is nothing to say it shall not be exported.

Hon. H. S. W. PARKER: Apparently the provision could not be used to avoid the toll if the wheat were going overseas.

Hon. H. V. PIESSE: I agree that the 10 per cent. could be used for premium wheats, but that only means 10 per cent. of a farmer's premium wheat crop.

Hon. L. CRAIG: Of his whole crop. Who grows nothing but premium wheat?

Hon. H. V. PIESSE: It has to be put into bags, because it would lose its identity the moment it was put into the bins with other wheat.

Hon. L. CRAIG: If 10 per cent. of a man's crop is premium wheat, he can sell the whole of it.

Hon. H. V. PIESSE: He could put it into a bulk wheat truck, and send it to any mill in Western Australia.

The CHAIRMAN: There is nothing in the proviso dealing with trucks.

Hon. J. M. MACFARLANE: I think that everyone should be able to take advantage of this 10 per cent. of wheat free from the £d. toll. It is a privilege that could well be given to all farmers if they desired to take advantage of it.

Amendment put and negatived.

Clause put and passed.

Clauses 4, 5, 6—agreed to.

Clause 7—Where bin is inadequate the Minister may require the company to alter:

Hon. A. THOMSON: I have given notice of an amendment for the deletion of this clause.

The CHAIRMAN: The hon. member cannot move such an amendment. He can speak and vote against the clause.

Hon. A. THOMSON: Under the preceding clause the company are called upon to prepare plans and specifications and submit them to the Minister for his approval. If the Minister is satisfied with them, the work of construction may proceed; but he may require alterations, which the company will be bound to make. The company's existing bins have been constructed in accordance with an approved system, and also in accordance with views expressed by a special committee from South Australia. It is possible that some future Minister might feel antagonistic towards the bulk handling company, and be disposed to make himself disagreeable to them. The company should be the judge of when the bins require enlarging. The suppliers of the wheat are the owners of the bins; and if they feel that larger bins, or additional bins, are required, the need will be met by the company. Once again, the company are providing the whole of the funds, and no funds whatever are being furnished by the Government. Therefore the power which Clause 7 proposes to confer on the Minister is excessive.

The CHIEF SECRETARY: The clause is highly necessary. The previous clause empowers the Minister to approve or disapprove of plans and specifications for bins, and the bins are to be built in accordance with such plans and specifications as the Minister may approve. Further, the bins need to be kept in a proper state of repair. They may require enlargement at some time after their original construction. Then the Minister should have power to step in and compel the company to provide the facilities needed.

Hon. C. F. BAXTER: Clause 7 is likely to lead to endless trouble. Up to date there has been no trouble whatever from this aspect. Temporary bins have been put up when necessary, and have given complete satisfaction. At some centre there might be a few unreasonably discon-

tanted persons, and they might needlessly harass the Minister. After all, the Minister will merely be advised on this subject by departmental officers used to handling large funds for big works, without reference to economic conditions such as obtain in connection with bulk handling. It must always be borne in mind that the wheat-growers find the money for the bulk handling scheme. No Minister will want to be causelessly worried by agitation based on no grounds, or on insufficient grounds. The deletion of the clause will greatly improve the Bill.

Hon. E. H. GRAY: Mr. Baxter has really put up an argument for the retention of Clause 7. In its absence the Minister would be worried just as much, and would have no power to interfere.

Hon. H. S. W. Parker: Then would he not offer a good excuse by saying, "I have no power to interfere"?

Hon. E. H. GRAY: Not at all.

Hon. J. NICHOLSON: I am at a loss to grasp the desire of those immediately interested in the deletion of the clause.

Hon. G. Fraser: They generally advise us to trust the Minister, do they not?

Hon. J. NICHOLSON: Yes, as a rule. There must be some authority to determine at some stage whether adequate facilities are being afforded the farmers for the removal of their wheat in bulk. If the farmers desire the scheme to work smoothly, they do not wish to experience conditions that are apparent elsewhere with wagons arriving with wheat and being delayed because no adequate accommodation is provided for the grain.

Hon. C. F. Baxter: There have been no such complaints here.

Hon. J. NICHOLSON: If the bins at a siding are inadequate to satisfy the requirements of the district, we will leave the matter entirely in the hands of the company if we strike out the clause.

Hon. H. V. Piesse: The farmers own the company.

Hon. J. NICHOLSON: But each farmer is a mere unit with a single voice. There may be others who, for some reason or other, are satisfied. Authority should certainly be given to someone to say whether the bin accommodation is adequate at a siding. It might be possible to amend the clause by adding a proviso to the effect that whenever a majority of the growers in

a district notify the Minister or some other authority—I do not care who the authority may be, provided some authority is established—that the bins and equipment at that siding are inadequate, that authority shall be in a position to call upon the company to provide adequate accommodation. Unless the clause be retained, there will be no authority to decide whether the bin accommodation is adequate.

Hon. L. B. BOLTON: The company will be the best judges as to whether the facilities are adequate. Mr. Nicholson has not had as much experience in wheat carting as other members of this Committee. The delays that he suggested regarding wheat deliveries occurred with the bag system and always will occur. If the Minister were to be given the power indicated by the clause, it might be possible, by means of a little agitation at a centre, to force the company to increase the bin accommodation to an extent that was quite unnecessary and thus incur enormous expense.

Hon. G. Fraser: Do you think the shareholders would do that?

Hon. L. B. BOLTON: Perhaps not wittingly. The phrase referred to by Mr. Nicholson regarding farmers having to make an early start in order to secure facilities for unloading is not worthy of consideration because there will be delays whatever happens. There may be a short out-turn one season and there may be a bumper yield in the following year. Because of an abnormal extra demand, the company should not be forced to increase accommodation at additional expense. It would be dangerous to allow the Minister to have the say in this matter and it should be left to the company.

Hon. G. W. Miles: Do not you think the Minister would be reasonable?

Hon. L. B. BOLTON: But the company, not the Government, will have to find the money. The company will be reasonable in their attitude. I support the amendment.

Hon. W. J. MANN: I oppose the amendment. The clause will place the Minister in the position of a referee. I can imagine farmers at one centre, for a variety of reasons, imagining that the bin accommodation was not sufficient. They might ask for additional bins, to which the company might not agree. An appeal could be made to the Minister who would decide the issue, and that would be an expeditious way of overcoming the difficulty. I regard the clause as advantageous.

The CHIEF SECRETARY: This is an important question. We are to hand over the control of the wheat supplies of the State to an absolute monopoly.

Hon. C. F. Baxter: That is not so. If I am not satisfied with bulk handling, I will bag my wheat. In those circumstances, there is no monopoly.

Hon. H. V. Piesse: And the farmers own the company.

The CHIEF SECRETARY: In dim shadowy name only; they do not come into it for many years. In the course of time, farmers may complain about Co-operative Bulk Handling Ltd.

Hon. H. S. W. Parker: They are certain to—being farmers.

The CHIEF SECRETARY: It may be that the company have provided bins for 20,000 bushels. The time may come when bins capable of holding 40,000 bushels will be necessary, and at that time the farmers will certainly appeal to the Government. People approach the Government on every question with which the Administration are even most remotely associated. If the clause be not agreed to, the Government will have no power whatever to insist upon the company carrying out their obligations to the people and providing the facilities that are necessary. Mr. Bolton said that the company represented the best judges. I presume he meant in all circumstances. That is an extraordinary expression of opinion! It means we are to give the company a free hand, making over to them, with statutory authority, the control of the whole of our wheat production; and then allow the company to do as they like. I do not think a majority of the members of the Committee will agree to that.

Hon. C. F. BAXTER: The Chief Secretary's statement is astounding. First of all, the Royal Commission recommended a Bill of this nature and the Government, whom the Chief Secretary represents, have brought it down. Now they turn round and say, through the Chief Secretary, that the farmers will not have any interest in the scheme at all. As a matter of fact, the Government will be able to tell the company to get out.

The CHAIRMAN: The question is whether the Minister should be an umpire.

Hon. C. F. BAXTER: I am coming to that. The people who own this scheme are those who find the money, the growers of the wheat. The Government do not find

a penny piece. Even in the conversion of railway trucks the farmers have to provide the money.

The CHAIRMAN: That has nothing to do with the question whether the Minister shall be the umpire.

Hon. C. F. BAXTER: Yes, it is closely associated with it. The Government are not interested to the extent of a penny piece, yet they are to direct the expenditure of this company which depend on the economic construction of the containers of wheat at the sidings. Never has there been the slightest complaint that the company were not making proper provision for wheat to be taken in. And it must be remembered that the company are in competition with those who take wheat in bags. I have not yet sent a bushel of wheat from my place except in bags, for the reason that I have been unable to avail myself of the bulk handling service except by carting an extra seven miles, which I am doing this year. Bulk Handling Ltd. would have erected facilities at my siding, but they were not permitted to do so.

Hon. G. W. Miles: Will they be granted a site under the Bill?

Hon. C. F. BAXTER: If the Bill passes, I hope so. The Minister is quite all right, but he has to depend on the advice of his officers, men who have Government money to spend. Are they going to agree to economic expenditure by the company? Certainly not. They are going to have that expenditure increased far above what the company wishes. It is wrong for the Government to control the funds of an outside body who are finding their own money in order to establish what the Government of the day should have established many years ago.

The CHAIRMAN: On a question of public policy it is not advisable to stress the matter of how the voting will affect any grievances created by bulk handling.

Hon. C. F. BAXTER: I am not referring to grievances at all, but I do not think you are right in preventing me from speaking as to that.

The CHAIRMAN: But the hon. member is making a second reading speech.

Hon. C. F. BAXTER: I am not; I want to impress upon members the injustice of this clause.

Hon. V. HAMERSLEY: This is one of the most dangerous clauses in the Bill. We



hope that in the near future a far larger quantity of wheat will be produced than is being produced to-day. In the past our great trouble has been to get the railways to meet us as we produced the wheat. It takes them the whole year to deliver wheat that has been produced in a few months. Many of my constituents have lost money through being unable to take advantage of increased prices because of the inadequate means placed at their disposal by the railways; and the railways are not going to increase their facilities, but will let the farmers provide facilities for the convenience of the railways. The clause will give the Minister power to dictate. It is the company, not the railways, that will have to find money for the benefit of the railways, so that they can pick up the wheat at their convenience. I think there are quite sufficient powers provided in later clauses, and I regard this as a most dangerous clause.

Hon. G. FRASER: Listening to Mr. Baxter, one would think that public servants would be running about the country endeavouring to find fault with the accommodation provided at the various sites. It appears to me the Minister will come into it only when complaints are made as to inadequate equipment. That is the only time the Minister will come into it.

Hon. H. Tuckey: And that will be all the time.

Hon. G. FRASER: Well, conditions must be serious if there are to be complaints all the time. That is a very good reason why the clause should be retained. If supporters of the measure expect trouble, a safeguard is necessary.

Hon. V. Hamersley: The trouble lies in the supply of trucks.

Hon. G. FRASER: It seems to me that a shareholder in the company has as much say in the control as has an individual elector in the government of the country.

The HONORARY MINISTER: If accommodation were provided at a siding for only 20,000 bushels and the district produced 100,000 bushels, what would happen? The railways could not provide trucks to transport the whole of the wheat as it was delivered to the siding. Yet the idea seems to be that the railways should provide the trucks instead of the company providing the storage. If we agree that the railways could not lift such a quantity of wheat as deliv-

ered, and the company had not adequate storage accommodation, the farmer would have to convey the bulk wheat back to his holding. That would be the only possible place to store it.

Hon. A. Thomson: What about bulkheads?

The HONORARY MINISTER: The clause stipulates that equipment shall be provided when it is inadequate. It might take the form of bulkheads.

Hon. A. Thomson: But the Minister would decide.

The HONORARY MINISTER: The Minister is a reasonable man.

Hon. V. Hamersley: He might want to find work for the unemployed.

The HONORARY MINISTER: The company might adopt an attitude that would cause dissatisfaction in the district.

Hon. L. B. Bolton: We might not always have the present Minister.

The HONORARY MINISTER: The hon. member should be prepared to ensure that the company provide adequate storage at the siding for the wheat produced in the district. Someone must have authority to say what is necessary.

Hon. C. F. BAXTER: The Honorary Minister has advanced the best argument for deleting the clause. I had not in mind that the railways should lift the surplus wheat in an instance such as he quoted. If a siding equipped to receive 30,000 bushels had a delivery, in a bumper season, of 80,000 bushels, additional storage would be provided by bulkheads as in the past. The Minister, however, might require the company to erect permanent buildings to hold 80,000 bushels, and in the following season the receipts might fall below 30,000 bushels.

Hon. A. M. Clydesdale: What about protection for the farmers?

*Sitting suspended from 6.15 to 7.30 p.m.*

Hon. A. THOMSON: I suggest that further consideration of this clause be postponed.

The CHIEF SECRETARY: I move—

That further consideration of the clause be postponed.

Motion put and passed; the further consideration of the clause postponed.

Clause 8—agreed to.

Clause 9—Company not to trade in wheat:

Hon. H. J. YELLAND: I move an amendment—

That in lines 1 and 2 "its directors, officers, servants, or agents" be struck out, and the words "weighbridge clerks or bin attendants whilst acting in those capacities" inserted in lieu.

The farmers are restricted in their selection of directors, should those gentlemen be associated with other co-operative organisations. If my amendment is carried I shall then move to insert the words "nor its weighbridge clerks nor bin attendants whilst acting in these capacities." It is not advisable that those who are directly handling wheat should be permitted to deal in wheat, and neither is it advisable that men who are connected with other wheat organisations should be deprived of the opportunity of also being connected with the directorate of Bulk Handling Ltd.

The CHIEF SECRETARY: I oppose the amendment. The clause is a very important one. The Bill proposes to give the company, which is associated with Westralian Farmers Ltd., and the Westralian Wheat Farmers, a monopoly in the bulk handling of wheat. The proposal to give such a company this monopoly is justly open to criticism, but the Government are following the recommendations of the Royal Commission. Nowhere else in the world is such a state of affairs permitted. In Canada the Board of Grain Commissioners, who are the paramount authority in bulk grain, are not allowed to be interested in buying or selling or dealing in wheat. A similar state of affairs exists in New South Wales and Victoria. Here we have Co-operative Bulk Handling Ltd. closely associated with the two companies to which I have referred. It is vitally necessary to provide that the directors, officers, servants and agents of the company shall not deal in wheat. The company occupy a position of trust. They could by means of the knowledge obtained exercise great powers and seriously injure their competitors. It goes without saying that the bulk handling company must get a good deal of valuable information concerning the activities of their competitors, such as John Darling, Dalgetys and others. Why should these

merchants be placed in the hands of their competitors, the trustees of the Wheat Pool and Westralian Farmers Ltd.? This might lead ultimately to the annihilation of those merchants to the detriment of all concerned. Competition in business always leads to a healthy tone. In order to provide for the present directorate of Bulk Handling Ltd. the clause has been specially drafted, as members will see from its proviso. The Government have inserted the proviso with a great deal of reluctance. The hon. member now wants to go even further than that. The company have a handling agreement with Westralian Farmers Ltd., the currency of the agreement being 10 years from 1933. If we laid down the instruction that not one of the company's agents should be interested in wheat buying, this agreement would have to go by the board. Perhaps it ought to have gone by the board, but the Government reluctantly gave effect to the Royal Commission's recommendations. The agreement may be honoured by the parties, but after it expires there should be no further interlocking between the two concerns. I think I have given sufficient reasons to induce members to support the clause.

Hon. H. S. W. PARKER: Would not the words "any business relating to the selling of wheat" include farming? A farmer's business besides growing wheat is to sell it. A proviso might easily be added to cover that.

The CHIEF SECRETARY: The words apply only to the directors, officers, servants, and agents of the company.

Hon. J. Nicholson: And these might be engaged in farming.

Hon. H. S. W. PARKER: If one of the present directors drops out, there might be a desire to have a farmer on the board. The farmer would be debarred under this clause. Farmers would be the very people to have on the board.

The CHIEF SECRETARY: If it is thought necessary, an amendment may be prepared to meet that situation.

Hon. H. S. W. Parker: Very well.

Hon. H. J. YELLAND: The position is that the work of Bulk Handling Ltd. is carried on in conjunction with that of two or three other co-operative concerns by joint secretaries and so on. If the clause passes intact it will mean at once the shutting-out

of those arrangements and consequently heavier expense, together with the bringing-in of people who can know practically nothing of the subject. We are anxious to allow the present officers to continue the work, as they know all about it and have been carrying practically the whole executive burden. Extra expense for additional salaries would be thrown on wheatgrowers by this clause. The position of officers engaged at sidings in handling wheat is different.

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

Ayes	..	..	..	..	12
Noes	..	..	..	..	9
Majority for					3

## AYES.

Hon. C. F. Baxter  
Hon. L. B. Bolton  
Hon. L. Craig  
Hon. E. H. H. Hall  
Hon. V. Hamersley  
Hon. J. J. Holmes

Hon. W. J. Mann  
Hon. H. V. Piesse  
Hon. A. Thomson  
Hon. H. Tuckey  
Hon. H. J. Yelland  
Hon. E. H. Angelo  
(Teller.)

## NOES.

Hon. A. M. Clydesdale  
Hon. J. M. Drew  
Hon. J. T. Franklin  
Hon. G. Fraser  
Hon. E. H. Gray

Hon. W. H. Kitson  
Hon. J. Nicholson  
Hon. H. S. W. Parker  
Hon. G. W. Miles  
(Teller.)

## PAIRS.

AYES.  
Hon. C. H. Wittenoom  
Hon. L. B. Bolton

NOES.  
Hon. T. Moore  
Hon. A. M. Clydesdale

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

Clause 10—Application of moneys received from excess of out-turn:

Hon. V. HAMERSLEY: I see no need for the clause. The moneys are distributed pro rata from time to time among the people who put their wheat into bulk. The present growers or owners of wheat, and not posterity, should benefit by the sum of £30,000.

The CHIEF SECRETARY: I understood the clause was not to be amended.

Hon. V. Hamersley: I do not know anything about that.

The CHIEF SECRETARY: The previous clause provided that the company may not buy wheat except to make up losses in out-turn or to sell wheat except in respect of excess of out-turn. Clause 10 merely provides that any excess in respect of the out-turn shall be paid into a special reserve account to meet future losses in out-turn.

When the reserve fund is built up to £20,000, the excess shall be used in the general funds of the company. There will be losses in out-turn and the company should make provision to meet that liability and establish a fund that will enable them to do so and to meet risks that they cannot insure against.

Hon. L. CRAIG: The clause is immaterial. It assumes that the directors of the company are fools. If the company is properly managed, as we presume it will be, the directors will create a reserve fund.

Clause put and passed.

Clause 11—Company not to give preference or show favouritism:

Hon. H. J. YELLAND: I move an amendment—

That paragraph (b) of Subclause 1 be struck out.

The same principle is involved as we have discussed in connection with Clause 9.

Hon. H. S. W. Parker: Whose servants are the weighbridge clerks and bin attendants?

Hon. H. J. YELLAND: They are the company's servants.

Hon. H. S. W. Parker: Then they are already covered in the term "servants."

Hon. H. J. YELLAND: The clause as it stands cuts out officers or agents of the company from canvassing for business. I want to include them in a further amendment that I shall move. The point is that those officers or agents are connected with another co-operative company, and they should be allowed to canvass for business for that concern.

The CHAIRMAN: The hon. member's suggestion is that officers or agents of the company may tout for business, but subordinates, such as weighbridge clerks and bin attendants, may not be permitted to do so.

Hon. H. J. YELLAND: That is so.

Hon. H. S. W. Parker: A weighbridge clerk will say he is an officer if he wants to tout for business, or that he is a clerk if he does not wish to do so.

The CHIEF SECRETARY: The amendment hardly needs any comment at all. Co-operative Bulk Handling Ltd. contemplate buying, but the company may not tout. I do not know how a company could tout except through their officers, and apparently the officers are to be permitted to do so. Under the hon. member's proposal the sec-

retary of the company may tout for business, but the weighbridge clerks may not. Why bar weighbridge clerks? Is there any special reason?

Hon. H. J. YELLAND: The matter is easily explained. If the paragraph is retained, it will bar the company, their servants, officers or agents, from canvassing on behalf of another company.

Hon. J. J. Holmes: Why should they have that right?

Hon. A. Thomson: Other companies will have that right.

Hon. H. J. YELLAND: Because officers of Westralian Farmers Ltd. happen to be officers of Bulk Handling Ltd., they will be barred from canvassing on behalf of the former company.

Hon. J. J. Holmes: You should adopt the principle of one man, one job.

Hon. H. J. YELLAND: There may not be sufficient work to warrant the appointment of separate officers. I want these officials to be placed in a position to be able to operate on behalf of the associated company. The weighbridge clerks and the bin attendants are employed solely by Bulk Handling Ltd., and are under the control of that firm, and so are not entitled to enter into competition for other wheatbuying agents. But the clause as it now stands is putting Westralian Farmers Ltd. at a disadvantage.

The CHAIRMAN: I do not think the hon. member is going about this amendment as he went about the last one. Would not the weighbridge clerk be a servant of the company?

Hon. H. J. YELLAND: Yes.

The CHAIRMAN: Well, all you have to do in your amendment is to say, "No servant of the company." That would be consistent with what you have done before.

Hon. H. J. YELLAND: I am only using the same phraseology as the Government have used.

The CHAIRMAN: But you struck out "servant" in the other amendment.

Hon. A. THOMSON: It is proposed to strike out paragraph (b), which reads—"tout or canvass on behalf of any wheat-buyer doing business with the company." Unless we strike out paragraph (b) we shall be compelling the company to provide facilities for handling wheat, and will be handicapping them by this paragraph. If we allow the clause to remain as printed, we shall be permitting other buying agents to

go out and canvass the district and secure wheat for their respective firms.

The CHAIRMAN: That has nothing to do with the amendment.

Hon. A. THOMSON: Yes, because if we allow paragraph (b) to remain we shall be debarring Westralian Farmers Ltd.

Hon. H. S. W. Parker: No, for these are only the officers of Bulk Handling Ltd.

The CHAIRMAN: It appears to me that the hon. member ought to have moved to strike out the words "any servant" in line 1 of Subclause 1.

Hon. A. THOMSON: I would agree to that.

Hon. G. FRASER: I should like cleared up the point as to who these people are agents for.

Hon. A. Thomson: They must be servants of the company.

Hon. G. FRASER: I always understood that the weighbridge clerk was an agent for Westralian Farmers Ltd.

Hon. H. J. YELLAND: The man who acts for Westralian Farmers acts also for Bulk Handling Ltd.

Hon. A. Thomson: That is so.

Hon. H. J. YELLAND: We have bulk handling facilities at Bruce Rock. There the secretary who does all the work for Bulk Handling Ltd. is secretary also for the local co-operative branch, who are the agents for Westralian Farmers Ltd. Therefore he does the buying of wheat from various farmers for Westralian Farmers Ltd. Under the clause he would be debarred from doing that.

Hon. J. Nicholson: No, he is an officer of Bulk Handling Ltd.

Hon. H. J. YELLAND: But he is the agent for Westralian Farmers Ltd., for he is acting on behalf of the local co-operative branch, who are handling wheat for Westralian Farmers Ltd. and also for Bulk Handling Ltd. Under this he will be cut right out of it, and so it will leave the district open to the agents of competitive buyers.

Hon. G. FRASER: Following on that, I cannot understand the reason for the amendment, in view of the fact that it is to delete paragraph (b) and insert a provision that neither the company nor the weighbridge clerk shall canvass for wheat.

Hon. H. J. YELLAND: The person acting as weighbridge clerk is wholly employed by Bulk Handling Ltd. and is therefore not entitled in that capacity to canvass on be-

half of any other company. But when we come to an agent, he is acting in a dual capacity and so should not be debarred from acting for Westralian Farmers Ltd. That is the difference; one is acting in a dual capacity, while the other is wholly employed by Bulk Handling Ltd.

The CHAIRMAN: Does not the hon. member see that his amendment is not in order?

Hon. H. J. YELLAND: No.

The CHAIRMAN: Then he does not know much about Parliamentary procedure.

Hon. H. J. YELLAND: There is quite a number of us like that.

The CHAIRMAN: The hon. member is asking the Committee to strike out certain words, and then put them back again.

Hon. H. J. YELLAND: I propose to re-insert them at the end of Subclause 2.

The CHAIRMAN: He proposes to knock out certain words and then put them back in the same clause and in the same Committee.

Hon. H. J. YELLAND: Very well, if that is your ruling.

Hon. E. H. GRAY: Am I correct in assuming that in districts where co-operative companies are operating and their officers act for Co-operative Bulk Handling Ltd., they will be placed at a serious disadvantage in acquiring wheat?

Hon. H. J. YELLAND: Yes.

Hon. E. H. GRAY: Then I must conclude that the clause, unless amended, will be disadvantageous to farmers who have banded themselves together for co-operative purposes.

The HONORARY MINISTER: I understand that bin attendants and weighbridge clerks will be employees of Westralian Farmers Ltd.

Hon. H. J. YELLAND: I do not think that is so.

Hon. J. Nicholson: Who would insure those men for workers' compensation?

The HONORARY MINISTER: Westralian Farmers Ltd. are the handling agents under an agreement with Co-operative Bulk Handling Ltd. If Westralian Farmers Ltd. are the agents doing the handling for a certain price, I take it that they, and not Co-operative Bulk Handling Ltd., are employers of those men.

Hon. J. Nicholson: That is the point I made earlier.

The HONORARY MINISTER: I should like to know in what way the secretary of a local co-operative company would be the agent for Co-operative Bulk Handling Ltd.

Hon. H. V. Piesse: He is the agent for Westralian Farmers Ltd.

The HONORARY MINISTER: I understand that.

Hon. H. V. Piesse: And, in turn, for Co-operative Bulk Handling Ltd.

The HONORARY MINISTER: Why should he be the agent for Co-operative Bulk Handling Ltd.? They are not buyers or sellers of wheat; they are handlers.

Hon. A. THOMSON: The difficulty could be overcome by striking out paragraph (b), and then the clause will provide that neither the company nor any servant, officer or agent of the company shall show any discrimination or give any preference to persons availing themselves of the services of the company.

The CHAIRMAN: Touting would then be no offence.

Hon. A. THOMSON: That is so.

The CHIEF SECRETARY: The company are not to show any discrimination or give any preference, but, if paragraph (b) be deleted, they could tout for some other company!

Hon. L. Craig: That is the point.

The CHIEF SECRETARY: Yet the company are supposed to treat other people with justice!

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

Ayes	..	..	..	..	12
Noes	..	..	..	..	7

Majority for	..	..	5
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AYES.	
Hon. E. H. Angelo	Hon. J. J. Holmes
Hon. C. F. Baxter	Hon. W. J. Mann
Hon. L. Craig	Hon. H. V. Piesse
Hon. E. H. Gray	Hon. A. Thomson
Hon. E. H. H. Hall	Hon. H. J. Yelland
Hon. V. Hamersley	Hon. H. Tuckey
	(Teller.)

NOES.	
Hon. J. M. Drew	Hon. J. Nicholson
Hon. J. T. Franklin	Hon. H. S. W. Parker
Hon. W. H. Kitson	Hon. G. Fraser
Hon. G. W. Miles	(Teller.)

PAIRS.	
AYES.	NOES.
Hon. L. B. Belton	Hon. A. M. Clydesdale
Hon. C. H. Wittenoom	Hon. T. Moore

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

Clauses 12 and 13—agreed to.

Clause 14—Liability of company for conversion:

Hon. H. V. PIESSE: I hope this clause will be struck out. It will be possible for anyone to steal wheat and deliver it to Bulk Handling Ltd., and for the company to become responsible. The company would have to sue the person who had stolen the wheat, and in most instances that person would be a man of straw. It is not reasonable to saddle the company with such a responsibility. If the clause is struck out I shall move to insert in place of it the following words:—"The company shall not be liable for conversion or other action in respect to any wheat delivered to the company in the course of its operations." In New South Wales the Act contains a provision similar to this and it might well be adopted here.

Hon. H. S. W. PARKER: I support the clause. I cannot see why there should be a special exemption of the law for this one company. Why should the company be encouraged to deal in stolen wheat? Why should the man who has had his wheat stolen be unable to recover it because it has been put into a bin? If the wheat were bagged wheat, and it had been sold to a merchant, the merchant would be liable; but if it were sold to the company, it is suggested that the company should not be liable.

Hon. H. V. PIESSE: The stolen wheat could not be traced if it went into a bin, although it may be known to have been stolen wheat. If the wheat were bagged, there would be a chance of tracing the ownership. All bags must be branded.

Hon. H. S. W. PARKER: Do you think a thief would specially brand the bags?

The CHIEF SECRETARY: The clause simply declares the law as it is. Because the New South Wales Act does certain things, there is no reason why ours should do the same. The Bulk Handling Company are only agents for Westralian Farmers Ltd., and the Westralian Wheat Farmers. In New South Wales it is the practice of the Grain Elevators Board to keep a list of liens and encumbrances as published in the "Trade Gazette," and to do everything possible as if the authorities were liable, though they are not required to do this. Whether it is a good thing to alter the law here is for the Committee to decide.

Clause put and passed.

Clause 15—Company not liable for act of God or unforeseen damage:

Hon. E. H. H. HALL: I move an amendment—

That in line 8 of Subclause 1, after the word "warrant," there be inserted "and delivery orders."

The practice has been to obtain delivery orders after warrants. I do not think there can be any objection to the amendment.

The CHIEF SECRETARY: This is merely an attempt to multiply documents relating to the handling of wheat. The company issue warrants, and then, upon warrant-holders coming along for their wheat, delivery orders, on which the company have been in the habit of imposing fresh conditions. Nowhere else in the world are two documents of this nature needed. The idea behind the amendment is to restore the old delivery order, with its adverse conditions.

Hon. E. H. H. HALL: The practice has proved satisfactory in the past, and should be so in the future.

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

Ayes	..	..	..	11
Noes	..	..	..	8
Majority for				3

#### AYES.

Hon. E. H. Angelo	Hon. W. J. Mann
Hon. C. F. Baxter	Hon. H. V. Piesse
Hon. L. Graig	Hon. A. Thomson
Hon. J. T. Franklin	Hon. H. J. Yelland
Hon. E. H. Hall	Hon. H. Tuckey
Hon. V. Hamersley	(Teller.)

#### NOES.

Hon. J. M. Drew	Hon. G. W. Miles
Hon. G. Fraser	Hon. J. Nicholson
Hon. J. J. Holmes	Hon. H. S. W. Parker
Hon. W. H. Kitson	Hon. E. H. Gray
	(Teller.)

#### PAIRS.

AYES.	NOES.
Hon. L. B. Bolton	Hon. A. M. Clydesdale
Hon. C. H. Wittenoom	Hon. T. Moore

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

The CHAIRMAN: There will be consequential amendments in Subclause 2 of this clause, and in the next succeeding clause.

Clause 16—agreed to.

Clause 17—Company to insure wheat:

Hon. H. S. W. PARKER: I move an amendment—

That in lines 4 and 5 of Subclause 1 the words "to be approved by the Minister" be struck out.

The Workers' Compensation Act already contains a similar provision, which has become a dead letter, the Minister never yet having approved of any company.

The CHIEF SECRETARY: I am prepared to accept Mr. Parker's amendment if he will also provide that insurance shall be effected with a company registered under the Insurance Companies Act.

Hon. J. Nicholson: That has been superseded by the Federal Act.

Hon. H. S. W. PARKER: In view of what the Chief Secretary has stated, I ask leave to withdraw my amendment.

Amendment, by leave, withdrawn.

On motion by the Chief Secretary, further consideration of the clause postponed.

Clauses 18 and 19—agreed to.

Clause 20—Conditions of handling not to be altered except with Governor's approval:

Hon. E. H. H. HALL: I propose to add a proviso setting out that, on being requested by the company to do so, the Governor may, by Order in Council, vary the terms and conditions regarding handling.

The CHAIRMAN: I suggest to Mr. Hall that he should strike out the words "on being requested by the company so to do" from the amendment as it appears on the Notice Paper, and that will enable him to achieve his objective. If he retains the words I have referred to, the proviso will amount to an instruction to the Government.

Hon. E. H. H. HALL: I will accept your suggestion, Mr. Chairman. I move an amendment—

That the following proviso be added to Subclause 1:—"Provided, however, that the Governor may by Order in Council published in the 'Gazette' vary from time to time all or any of such terms and conditions"

Hon. H. S. W. PARKER: I oppose the amendment. I object to legislation by regulation, which means that the law can be varied from day to day. Let us have what is required set out clearly in the Second Schedule. Then we will know where we stand.

The CHIEF SECRETARY: It is hard to defend myself against the attack of Mr. Parker. I think we had better take a vote on the amendment.

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

Clauses 21 and 22—agreed to.

Clause 23—Liability of holders for conversion—negotiability of warrants.

Hon. C. F. BAXTER: As the clause is drafted, if the warrant is negotiable, the rights of lien holders such as the Agricultural Bank and private banks, will be affected. The practice has been to protect those who have liens, and that principle should not be departed from. I move an amendment—

That all the words in Subclause 1, after "that" in line 4, be struck out and the following words inserted in lieu:—

- "(a) The person delivering the wheat mentioned in the warrant to the company;
- (b) The person in whose name the warrant in respect of such wheat is issued by the company; and
- (c) Every person to whom the warrant is negotiated,

shall be liable to the true owner of such wheat or to the person in derogation of whose right title claim or interest it was delivered to the company in the same manner and to the same extent as if such person had received the actual wheat."

My amendment covers the practice that applies to-day, whereas the clause will leave such transactions open to fraud.

The CHIEF SECRETARY: The amendment depends upon the view taken by the Committee regarding Clause 14, which deals with the liability of the company for conversion. Mr. Baxter seeks to put the liability on to persons who negotiate the warrants. His amendment is out of plumb with the rest of the clause which provides that warrants are, after certain liabilities are met, to become negotiable. Mr. Baxter leaves that portion in the clause, but provides in the amendment that warrant holders are liable for liens. That is hardly consistent with true negotiability, and it is safe to say that any benefit to be derived from the clause making a warrant a negotiable instrument will be entirely lost. It should not be forgotten that warrants pass from hand to hand, sometimes as many as seven dealings taking place with merchants in respect of them. The clause, taken in conjunction with Clause 14, simply continues what is the current practice, namely, that the grower's name is stated on the warrant. The person who acquires the wheat from the grower is responsible for seeing that all liens and charges are met before he pays the grower for the wheat. No good reason has been advanced for discontinuing the current practice.

Hon. C. F. BAXTER: I agree with the Minister. To a large extent this connects with Clause 14. Perhaps the Chief Secretary would agree to postpone this until we deal with Clause 14, which has been postponed.

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

Ayes	..	..	..	..	7
Noes	..	..	..	..	12
Majority against					5

## AYES.

Hon. C. F. Baxter  
Hon. V. Hammersley  
Hon. H. V. Piesse  
Hon. A. Thomson

Hon. H. Tuckey  
Hon. H. J. Yelland  
Hon. E. H. H. Hall  
(Teller.)

## NOES.

Hon. E. H. Angelo  
Hon. L. Craig  
Hon. J. M. Drew  
Hon. J. T. Franklin  
Hon. G. Fraser  
Hon. E. H. Gray

Hon. J. J. Holmes  
Hon. W. H. Kitson  
Hon. G. W. Miles  
Hon. J. Nicholson  
Hon. H. S. W. Parker  
Hon. W. J. Mann  
(Teller.)

## PAIRS.

AYES.  
Hon. L. B. Bolton  
Hon. C. H. Wittenoom

NOES.  
Hon. A. M. Clydesdale  
Hon. T. Moore

Amendment thus negatived.

Clause put and passed.

Clauses 24, 25—agreed to.

Clause 26—Tolls and charges to be subject to Governor's approval:

Hon. A. THOMSON: I move an amendment—

That Subclause 1 be struck out and the following inserted in lieu:—

(1) Every holder of a warrant on surrendering the same shall on behalf of the grower of the wheat in respect of which the warrant was issued advance to the company a toll of five-eighths of a penny per bushel or such lesser toll as the Governor may at the request of the company from time to time prescribe. The amount so advanced shall be a loan to the company repayable by the company to the grower at the time and in the manner provided in the deed of trust.

If the clause remains as printed, the toll of 2d. will be looked upon as income for the company when, as a matter of fact, it is in effect a loan by the farmer to the company, the full amount of which the farmer ultimately will receive in shares when the bins have been paid for and the whole of the outfit is handed over to the shareholders. This 2d. is merely a loan to the company.

Hon. L. Craig: A charge on the wheat is to be regarded as a loan!

Hon. A. THOMSON: Yes, the farmer is credited with that amount. Unless we insert this amendment, the farmer may be required to pay income tax on that 2d.

Hon. L. Craig: That toll is deducted from his wheat return.

Hon. A. THOMSON: Yes, but it is also credited to him in the company's books.

Hon. L. Craig: To the full amount?

Hon. A. THOMSON: Yes, the toll is. Of course there are other charges made. As I was saying, unless we insert the amendment, it will be possible for the farmer to be called upon to pay income tax on that 2d. and for the company also to be called upon to pay income tax upon it. So I hope the Committee will agree to the amendment.

The CHIEF SECRETARY: I can meet the hon. member to a certain extent. The Government are prepared to provide an amendment exempting the company from liability for income tax on the toll, but are not prepared to go so far as to fix the miscellaneous charges as Mr. Thomson intends to propose later on. Would that be agreeable to the hon. member?

Hon. A. Thomson: Yes.

The CHAIRMAN: I suggest that Mr. Thomson withdraw his amendment and allow the other amendment to be discussed and its fate ascertained.

Hon. A. THOMSON: I ask leave to withdraw my amendment.

Amendment, by leave, withdrawn.

Hon. E. H. GRAY: I have an amendment to move. It is the duty of a representative of a seaport that will be seriously affected by bulk handling to state the case on behalf of the people he represents. Had bulk handling legislation been introduced some years ago, the blow to Fremantle would not have been so serious as it will be now. There were 1,100 or 1,200 lumpers making a fairly good living all the year round, and the bunkering industry, case oil industry, and phosphate industry would have compensated to a great extent for the displacement caused by bulk handling. During recent years various improvements have been introduced. Oil is handled in bulk instead of case, and ships have been converted to burn oil. That change displaced 200 or 300 men who had concentrated on the work of discharging and loading coal. Although those men had to work hard, they made a good living. Oil has practically superseded coal and the bunkering industry has almost disappeared.



Then came the introduction of grabs for unloading phosphatic rock and sulphur used in the manufacture of superphosphate. This further seriously reduced the number of men employed on the wharves. I do not intend to speak against bulk handling. I know something in favour of it, and I do not think the Government could have done other than introduce the Bill. They acted wisely in appointing a Royal Commission, and could not have secured a sounder or fairer man than Mr. Angwin to act as chairman or one who knew more about waterside activities or who understood the effect bulk handling would have on waterside employment. Mr. Angwin was courageous enough to sit on the Commission and they recommended the installation of bulk handling. The saving to the farmer, I believe, will be a little more than was estimated by the Royal Commission. To keep the farmers on the land and encourage them to push ahead, we have to help them to save every possible penny per bushel. That, however, does not overcome the liability of society to the men displaced by the introduction of machinery. In the course of years there has been a remarkable introduction of labour-saving machinery into industry. Men have been displaced by machines, and girls have undertaken the operation of machines capable of doing the work that formerly occupied an army of men. Still, nothing was done to meet the unemployed position created by the introduction of machinery. With the inauguration of bulk handling, I think there is an opportunity for the farmers to make a stand and create a fund that will to some extent cope with the unemployment caused by the new system. History tells us how workers in the Old Country resisted the introduction of machinery that would deprive them of employment and even went to the extent of smashing the machines. However, it is useless to stand in the way of progress, and recent years have witnessed remarkable progress in every phase of industrial life and an enormous displacement of human labour. While considering this Bill, we have an opportunity to ask the people who will benefit from bulk handling to provide a fund that will assist the men who lose their work to get into other industries or to start in some avenue on their own account. Evidence given to the Royal Commission indicated that where 100 men were employed before, only 34 would be required when bulk handling was introduced.

Hon. G. Fraser: They said that when the scheme was in proper working order the number would be greater than that.

Hon. E. H. GRAY: I move an amendment—

That a new paragraph to stand as paragraph (c) be inserted as follows:—“To make a charge of one-sixteenth of a penny per bushel on all wheat received by the company for the season in 1935-36, and during the first season's operations at any new receiving bin installed by the company for the purpose of creating a fund to compensate workers who are displaced from employment through the operations of this Act.”

If this amendment is carried I propose to move later that a committee be appointed consisting of a representative of the Government, a representative of the Harbour Trust, a representative of the lumpers and tally clerks, and a representative of the farmers, with full powers to administer the fund.

Hon. L. Craig: But what about the bag-sewers?

Hon. E. H. GRAY: They could be included. It would be an easy matter for the waterside workers to elect a representative.

Hon. G. W. Miles: Is that to be for one year only?

Hon. E. H. GRAY: Yes. As the system was extended, the one-sixteenth of a penny would be charged on every bushel received after the installation of the new bins. That would be a gesture on the part of the farmers that they believed in helping their fellows. Assuming that the company would handle 20,000,000 bushels, a fund of £5,208 6s. 8d. would be created. Outside of Fremantle very few men will be affected by the bulk handling system. At Albany, Bunbury and Geraldton many men come in at harvest time only, and then go back to other occupations. In Fremantle there are many men who have worked in the industry up to 15 years. They are men who have been specially selected for their qualifications.

Hon. G. W. Miles: Do you think 500 men would be put out of employment there?

Hon. E. H. GRAY: Quite that number. In the old days fully 150 men would work one ship, and if the wharf were full a large body of men would be engaged. The 500 men who would be displaced would include some who in any case would move off elsewhere after the harvest had been

handled, but the remainder would be in danger of losing their homes.

The CHAIRMAN: I suggest the hon. member should confine his remarks to the principle contained in his amendment.

Hon. E. H. GRAY: It would be easy to place some of these men on poultry farms near Fremantle, and this would be one of the avenues through which the fund would be extended. It is said that the farmers will save 2½d. per bushel through bulk handling. Surely they could spare one-sixteenth of a penny as a contribution to this fund. I do not think, if they were asked, they would object to the proposal. It would relieve the suffering that will be caused, and would be greatly appreciated by the people I represent. Fremantle is in a bad way at present. The business people are suffering through the centralisation of trade in Perth, and the gradual displacement of men through the adoption of labour-saving devices.

Hon. H. S. W. PARKER: I oppose the amendment. I cannot see why the lumpers should be compensated. Exactly the same argument could be applied to a large body of workers in the metropolitan area, 100 per cent. of whom will be affected when the Government sewerage scheme is completed. I have yet to hear of any suggestion for the creation of a fund for these men by the householders when the time comes that the latter will no longer pay sanitary rates. If the principle advanced by Mr. Gray is to hold good, the householders should create a compensation fund for those pilgrims who have been so useful in the past. There is no doubt 100 per cent. of the sanitary employees will be thrown out of work when the sewerage scheme is completed. If the principle applies to one section of the community, it should apply to another. On behalf of these metropolitan workers, I ask the Government to give consideration to the establishment of a compensation fund for them.

Hon. E. H. H. HALL: Everyone will sympathise with the men who, if the Bill passes, will lose their work at Fremantle and other ports. Mr. Gray's amendment does ample credit to his heart, if not to his head. Its adoption is altogether out of the question. Various Governments of this State have sought to assist the farmers in their hour of need, which has not yet

elapsed; and we should try to enable lumpers displaced to continue to earn their living. During slack seasons in the port of Geraldton, local lumpers have taken to vegetable growing. Something should be done for lumpers whom the Bill will displace, but not by the farmers as a separate class.

Hon. H. J. YELLAND: Without discussing the pros and cons of the amendment, I ask your ruling, Mr. Chairman, whether the amendment falls within the category of Subsection 3 of Section 46 of the Constitution Act, as to imposing a burden on the people.

The CHAIRMAN: The hon. member is rather vague. The Bill does not impose a tax.

Hon. H. J. YELLAND: The amendment seeks to impose a burden on a section of the community. Farmers are asked to find money to compensate lumpers who will be thrown out of work.

Hon. V. HAMERSLEY: I oppose the amendment.

The CHAIRMAN: Can the hon. member give the Chair a little guidance?

Hon. V. HAMERSLEY: I would rather deal with the merits of Mr. Gray's amendment.

The CHAIRMAN: Will the hon. member resume his seat? I desire to intimate to the Committee that Mr. Gray knows what is about to happen to his amendment. He courteously submitted it to me beforehand, and asked whether it was admissible. I replied that I thought it was not; but in view of the circumstances, and especially in view of the possible displacement of many of Mr. Gray's constituents, I have allowed him an opportunity to express his views on this phase of the subject. I cannot accept the amendment. For many additional reasons, I did not accept Mr. Nicholson's amendment, some two years ago, providing a compensation fund in connection with the State Transport Bill, as the amendment would impose a burden on the people. I rule Mr. Gray's amendment out of order.

On motion by the Chief Secretary, further consideration of the clause postponed.

Clause 27—Company to have lien for charges:

Hon. A. THOMSON: I have on the Notice Paper an amendment to delete the word "other" in line 3 of Subclause 1. If carried, it would mean that the company would have priority in respect of tolls and any charges in relation thereto.

The CHIEF SECRETARY: I have no objection to the amendment, though it is rather hazardous. If carried, it might be argued that the word "charges," at present following "other," referred back to "toll," thus suggesting that the toll is in the nature of a charge.

Hon. A. THOMSON: I move an amendment—

That in line 1 of Subclause 2 "delivery from the company" be struck out and the words "a delivery order from the company in respect" be inserted in lieu.

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

[Hon. J. Nicholson took the Chair.]

#### Clause 28—Delivery board:

Hon. H. V. PIESSE: I move an amendment—

That in lines 4 and 5 of Subclause 1 "the Commissioner of Railways or a deputy appointed by him" be struck out and the words "one member, being a grower who has delivered wheat to the company, to be nominated by the Minister" be inserted in lieu.

The clause is one of the most important in the Bill. I do not consider a statutory board is required. For the past 4½ years an advisory board has operated with excellent results. It has comprised representatives of the wheat buying and shipping firms and the duty of that board has been to arrange for the transport of the wheat and for shipments. There has been no interference or hardship occasioned in consequence, and the advisory board has worked in an amicable manner with Co-operative Bulk Handling Ltd. It is proposed to set up a statutory board to be known as the "shippers' delivery board," the members of which are to act in an honorary capacity but will be possessed of extensive powers enabling them to interfere appreciably with the operations of Co-operative Bulk Handling Ltd. In proposing to substitute for the Commissioner of Railways on the board a grower, to be nominated by the Minister, I would point out that the Commissioner is a common carrier whose duty it is to transport wheat from the country sidings to the port of shipment or to the mills. He should not expect to be a member of the board. There may be occasions during a season in which he may suggest that the whole of the wheat from certain areas be taken to the terminal elevator for shipment. It is understandable that a representative of the Fremantle Har-

bour Trust would be more necessary on the board than the Commissioner of Railways because the shipping facilities have to be considered. With the erection of terminal elevators there, we may expect great improvements in connection with the Fremantle harbour. There are three other ports in the State where wheat will be handled in bulk. I refer to Bunbury, Geraldton and Albany, and bulk handling facilities and terminal silos will have to be erected there. In my opinion the board should have been advisory in character, but I shall be satisfied if members will agree to the amendment.

The CHIEF SECRETARY: I oppose the amendment. If members give the matter a moment's consideration, they will appreciate that the growers have no interest whatever in the transport of wheat.

Hon. H. V. Piesse: They have an interest in the company.

The CHIEF SECRETARY: It is purely a mercantile matter. In the majority of instances, the grower ceases to have any interest in the wheat once it is binned. The slogan of Co-operative Bulk Handling Ltd. is that it represents the growers. If that be so, it is difficult to understand why the growers should have an additional representative, seeing that they already have one in the member who is to be nominated by the company. Apparently the right of the Commissioner of Railways to be a member of the board is questioned. That officer has virtually been a member of the advisory board ever since it commenced to function. He has not actually been on the board, but members will realise that it is of little use endeavouring to arrange shipping rosters and a programme of operations unless the Commissioner of Railways is consulted. He performs a much greater service than the company in connection with the delivery of the harvest. Hitherto merchants have arranged their rosters but in every instance they have had to approach the Commissioner of Railways as an outsider. Would it not be better, and make for more amicable relations and smoother working, if he were a member of the board instead of being apart from it? All sections should come together to discuss their difficulties. There is a great difference between approaching a person who is outside the circle, and making arrangements with him, and that person being intimately associated with the proposal to be discussed.

That is the point members should take into consideration. If the Commissioner is a member of the board it will leave a much better feeling between the merchants and the Commissioner and the company, and the company will get greater satisfaction because it will be able to challenge the Commissioner in conference if it is thought he is not giving adequate supplies of trucks, or that the railways are not performing their functions efficiently. All these matters can be brought before the Commissioner personally and discussed. I hope the amendment will not be carried.

Hon. C. F. BAXTER: In one breath the Chief Secretary told us the Commissioner is not personally on the board, and in the next breath he said the Commissioner is there at first hand to discuss all these matters. We know the Commissioner will not be there personally, but will send a representative. How far that is going to advance the transport of wheat, I fail to see. The Commissioner is a common carrier and he is going to run his department to suit himself, not those whose goods he is carrying. In other words, he wants to do the best he can for the railways. It has never been necessary for the Commissioner or his representative to be on this board. The Chief Secretary says he can see no reason why the grower should be on the board, because he has lost all interest in his wheat. But has he lost all interest in his wheat? He follows that wheat right through until it is shipped. In the Pool it is the out-turn on the London market, and it is the asset of the wheatgrowers, who surely are better entitled to be on the board than is the Commissioner of Railways, who is looking to make as much profit as he can out of the wheat. Who is the better entitled to have a member on that board, the grower who has contributed the money necessary to make the scheme possible and provided the money to convert the trucks, or the Commissioner, who wishes only to get the best for the railways? I can see every justification for the grower having a representative on the board, and I hope the Committee will agree to the amendment.

Hon. W. J. MANN: I should like to hear a little more about this shippers' delivery board. I am wondering whether the board is required at all.

Hon. V. Hamersley: That is right.

Hon. W. J. MANN: If it is required merely to assist in the transport of wheat, I see no objection to a representative of the railways being on it, but I do not know that the ordinary channels of trade are not sufficient to warrant the regular transport of wheat.

Hon. H. J. YELLAND: There is a board of shippers at present and they made all arrangements for the transport of the wheat. It is essential that the board be continued in some form. Under the Bill it is intended to do away with the constitution of the present board and introduce a board that will have statutory power. That power is to be given to the one department which has to do with the handling of the wheat. I think there should be no place on the board for a representative of that department because, of course, he will be an interested party.

Hon. H. V. PIESSE: In the past the shippers' board has represented all those merchants who carry on the export of wheat. Although the proposed board be appointed, it will still be necessary for the merchants to notify the board when boats are coming in and when transport will be required. The success of bulk handling depends on the elimination of unnecessary costs. Personally, I would rather see the board dispensed with—it would be more beneficial to Bulk Handling Ltd.—and the board that has functioned so well in the past, continued.

The CHIEF SECRETARY: Mr. Mann said he saw no necessity for the shippers' board, and I think his remarks were endorsed by Mr. Piesse.

Hon. C. F. Baxter: Who are the members of the present board?

The CHIEF SECRETARY: The board was instituted on the recommendation of the shippers themselves and on the recommendation of the company, which apparently reached a deadlock with the merchants, who would not take the company's warehouse certificates without many onerous conditions. Briefly the history of the existing board is this: in 1933 Bulk Handling Ltd. called the merchants to a conference. The provisions of the warehouse receipts for 1933 and the provisions of the present-day receipts state that the company is at liberty to deliver wheat to one holder when and where it pleases and in such quantities as it pleases. That is the receipt which is given to-day, and which states that the company is at liberty to deliver wheat to a war-

rant-holder when and where and in such quantities as it pleases. This is only one of many harsh conditions which could not be agreed to by the merchants. After conferring, it was decided that the shippers' board should be formed, consisting of representatives of merchants, the company to have the right to select one member, a shareholder to be on the board. The board consisted of representatives of John Darling & Son, Bunge (Australia) Pty. Ltd., Dalgety & Co. Ltd., Louis Dreyfus & Co., Trustees of the Wheat Pool, and Westralian Wheat Farmers Ltd.

Hon. C. F. Baxter: The railways were not represented.

The CHIEF SECRETARY: No. This meant a preponderance of voting strength on the part of outside merchants, because each merchant nominated one member, and the voting strength of Westralian Farmers Ltd., the Wheat Pool and Co-operative Bulk Handling Ltd. was two. The company were given the right to nominate the chairman, and of course nominated him from the family circle. The agreement provided that the chairman should have only a casting vote, not a deliberative vote. Latterly J. A. Hemphill & Sons have joined the board, and this gives the merchants still greater voting preponderance. The function of the board is to arrange shipping rosters. This is not to be taken in a literal sense, because the board have also to arrange everything incidental to the shipping rosters. This has led to a great deal of friction between the merchants and Co-operative Bulk Handling Ltd. Notwithstanding the board, there are still indications that Westralian Wheat Farmers Ltd. and the Trustees of the Wheat Pool have been favoured, so it is said—I do not know whether it is true—at the expense of the outside merchants. Some people who have given the matter consideration think there is justification for the statement. Still, the board have worked remarkably well. In arranging rosters and also transport, the board approach the Commissioner of Railways, who is able to state what he can do in the way of transporting the wheat to the ports and maintaining the flow of wheat. It is difficult to understand what objection there can be to the composition of the board suggested in the Bill. Merchants will have less control than before because

they will have the right to nominate only one member. The company will have a similar right. The Commissioner of Railways has been given representation because he is vitally interested in the transport of the wheat. As I have explained, he has figured largely in the picture, though perhaps in the background. It would be useless to draw up rosters and arrange for charters without knowing exactly when the wheat would be brought to the port. The Bill, as introduced in another place, provided for the Commissioner of Railways or his representative to be chairman, and gave him a casting vote. Strenuous objection was raised to his being made chairman, and the Government gave way on that point. As the Bill now stands, the Commissioner of Railways or his deputy will be merely a member of the board and will have no casting vote, unless the members of the board appoint him chairman.

Hon. G. FRASER: I cannot understand the desire of the hon. member to change the constitution of the board. The duties of the board will be to prevent disorganisation or congestion in the railway transport of wheat and to see that adequate supplies are transported to the ports to meet the demands of shippers and charterers. Is it not essential, therefore, that the Commissioner of Railways or his deputy should be a member of the board? He is the person in the best position to advise the board. How a representative of the growers could carry out those duties is beyond my comprehension. Members should be more concerned to retain the Commissioner or his deputy on the board than to substitute a grower.

Hon. C. F. Baxter: Have the lumpers a representative on the Fremantle Harbour Trust?

Hon. G. FRASER: No.

Hon. E. H. ANGELO: I have indicated by my vote a desire to help the representatives of the growers to get a workable measure, but I think they are on the wrong track in suggesting that the Commissioner of Railways should not be a member of the board. The existing board must have approached the Commissioner time after time to secure his assistance, and if he is represented on the board, there will be no need for the board to run after him. Who would be better to assist in carrying out the duties of the board than a representative of the Commissioner of Railways and a representa-

tive of the Fremantle Harbour Trust? I consider the proposed board excellent.

Hon. W. J. MANN: I thank the Chief Secretary for the information he has given. Apparently difficulties have arisen in the matter of shipping. One would expect that merchants operating in wheat would be able to make their own shipping arrangements, but apparently they have not been able to do it satisfactorily, because the company made representations to the merchants and the existing board were brought into being. If we are to have a board, there can be no logical objection to one of its members being a deputy of the Commissioner of Railways. The board will be subsidiary altogether to the question of bulk handling, so far as the company are concerned, but an important subsidiary, and the clause should be retained.

The HONORARY MINISTER: Although this is called a shippers' delivery board it might be called a co-ordination board. There should be co-ordination between all those who are associated with the shipping of wheat. Only a limited amount of storage is available anywhere near the water front, and there are insufficient trucks to convey an unlimited quantity of wheat to Fremantle. It is, therefore, most necessary to have a board of this kind. No remuneration is provided for the members, but the amendment is to the effect that a grower who has delivered wheat to the company should become a member of the board. Would such a man be available at short notice, and, if he were, what knowledge would he have of the business that the board would be expected to deal with? The Commissioner of Railways, or his nominee, and the representative of the Fremantle Harbour Trust should be welcomed on the board. The constitution of the board ensures a fair deal to all concerned.

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

Ayes	..	..	..	..	7
Noes	..	..	..	..	11
					—
Majority against	..	..			4
					—

#### AYES.

Hon. C. F. Baxter	Hon. A. Thomson
Hon. V. Hamersley	Hon. H. J. Yelland
Hon. J. J. Holmes	Hon. E. H. H. Hall
Hon. H. V. Plesse	(Teller.)

#### NOES.

Hon. J. Cornell	Hon. W. J. Mann
Hon. L. Craig	Hon. G. W. Miles
Hon. J. M. Drew	Hon. H. S. W. Parker
Hon. G. Fraser	Hon. H. Tuckey
Hon. E. H. Gray	Hon. E. H. Angelo
Hon. W. H. Kitson	(Teller.)

#### PAIRS.

AYES.	NOES.
Hon. C. H. Wittenoom	Hon. T. Moore
Hon. L. B. Polton	Hon. A. M. Clydesdale

Amendment thus negatived.

Hon. L. CRAIG: I move an amendment—

That in line 11 after the word "company" the following paragraph be added:—"One member, being a grower, to be nominated by the Minister."

The growers should be represented on all boards that handle their products. To meet the general desire of the wheat producers I think this amendment should be agreed to. It would not affect the voting powers of the board, and would be beneficial to the growers.

The HONORARY MINISTER: I am not antagonistic towards the growers, but would like to know what they have to do with a board of this kind. It is a shipping board. The grower has lost his interest in the wheat at that stage.

Hon. L. Craig: Not necessarily.

The HONORARY MINISTER: He has disposed of it, and is not interested in its being shipped away from Fremantle. His concern was the price, with which the board would have nothing to do. This is purely a board of co-ordination.

Hon. C. F. Baxter: Demurrage will fall within the board's purview.

The HONORARY MINISTER: The people concerned obviously are the shippers, the Commissioner of Railways, and the Fremantle Harbour Trust. The Chief Secretary has explained how the voluntary board have worked. The new board would be much better constituted. The number of growers from whom a representative could be chosen would be very small indeed.

Hon. L. Craig: But they are very able men.

The CHAIRMAN: I observe that no fees are to be paid to members of the board.

The HONORARY MINISTER: The average grower could render no assistance to the board, and probably would not be available for special meetings called suddenly.

Hon. L. Craig: The representative would be a grower near Perth.

Hon. V. HAMERSLEY: A representative of the wheatgrowers would at least be a watchdog to report how he and his fellow-growers were being taken down.

The CHAIRMAN: Is the hon. member speaking against the Bill?

Hon. V. HAMERSLEY: I am speaking against the proposed board, which is to be chosen from those who for years have been handling the wheat business for their own benefit. The Commissioner of Railways has no incentive to furnish a large number of trucks, whereas the farmer is keenly interested in the speedy disposal of his product.

The Honorary Minister: That statement is not quite fair.

Hon. V. HAMERSLEY: It expresses my opinion. The longer those associated merely with the port of Fremantle can spin this business out, the better, as most of the occupations associated with wheat shipment are seasonal. The farmer's interest lies in expeditious shipment. A farmers' representative on the board would give the other members a wider view.

Hon. E. H. ANGELO: I fully agree with the Honorary Minister when he says he fails to see what good a growers' representative on the board would do. But the additional representative will not cost anything; then why not give the growers a representative? I shall vote for the amendment.

Hon. W. J. MANN: I hope the Committee will go slow on the amendment. We may shortly be faced with a demand from woolgrowers or from sleepercutters for representation on some board or other. As to a wheatgrowers' representative letting his fellow-growers know what is done on the board, will he furnish a monthly or a quarterly report?

Hon. J. CORNELL: I oppose the amendment. What useful purpose will the fifth member serve? The farmer, after growing the wheat and carting it to the siding, sells it outright or pools it. If he sells it outright, he gets his money; if he pools it, he gets an advance and those controlling the pool look after his interests. The farmer's concern in his wheat ends there. The grower is trebly represented on the board. In addition to the representative of Co-opera-

tive Bulk Handling Ltd., the shippers and the merchants have representatives and Westralian Farmers Ltd. will have a say in the selection.

Hon. L. Craig: But there are more private firms that will have a say in that.

Hon. J. CORNELL: In what way would a growers' representative assist? It might mean that he would be sticky-beaking, or he might vote against the company's representative.

Hon. L. Craig: But surely the grower is interested in expeditious shipping.

Hon. J. CORNELL: How can the grower be interested in the matter after he has disposed of his wheat? Co-operative Bulk Handling Ltd. will have a direct representative on the board, and in that way the growers' interests will be directly protected.

Hon. E. H. GRAY: I support the amendment, because there is no chance of Westralian Farmers Ltd. having their representative elected by the merchants, between whom and the co-operative concern feeling is extremely tense. It would be of advantage to have a direct representative of the growers on the board because in the past things have happened that he could check. For instance, wet wheat has been shipped. An independent representative of the growers would see to it that wheat was shipped in the best possible condition.

Hon. G. W. MILES: I can quite understand members representing the West Province supporting the amendment. The Country Party should be warned in time. If they want to kill the Bill, let them put in all the amendments they require and the measure will meet the same fate as the Electoral Bill. I can quite understand Mr. Gray and Mr. Fraser supporting the amendment because they do not want the Bill at all. If Country Party members want to strangle it, then let us put in all these amendments.

Hon. G. Fraser: I am not supporting the amendment.

Hon. G. W. MILES: I am surprised to hear the hon. member say that.

Hon. H. J. Yelland: Do you assume that Mr. Gray supports it for ulterior motives?

Hon. G. W. MILES: Yes.

Hon. E. H. Gray: I object to that statement, and I think the remark should be withdrawn.

The CHAIRMAN: I do not think Mr. Miles intended any reflection upon the hon. member.

Hon. G. W. MILES: Of course not. I simply desire to warn the Country Party members, and if their object is to kill the Bill I shall vote for the amendment.

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

Ayes	..	..	..	11
Noes	..	..	..	7

Majority for	..	..	4
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## AYES.

Hon. E. H. Angelo  
Hon. C. F. Baxter  
Hon. L. Craig  
Hon. E. H. Gray  
Hon. V. Hamersley  
Hon. J. J. Holmes

Hon. H. V. Piesse  
Hon. A. Thomson  
Hon. H. Tuckey  
Hon. H. J. Yelland  
Hon. E. H. H. Hall  
(Teller.)

## NOES.

Hon. J. Cornell  
Hon. J. M. Drew  
Hon. W. H. Kitson  
Hon. W. J. Mann

Hon. G. W. Miles  
Hon. H. S. W. Parker  
Hon. G. Fraser  
(Teller.)

## PAIRS.

AYES.  
Hon. L. B. Bolton  
Hon. C. H. Wittenoom

NOES.  
Hon. A. M. Clydesdale  
Hon. T. Moore

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

[Hon. J. Cornell took the Chair.]

Clauses 29, 30, 31—agreed to.

Clause 32—Duties of board:

The CHIEF SECRETARY: I move an amendment—

That at the end of paragraph (b) the words "in accordance with the provisions of Sections 33, 34, and 35" be added.

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

Clause 33—Shippers to give notice of charter:

On motion by Hon. E. H. H. Hall, clause consequentially amended by the insertion of the words "or delivery order" after "warrant" in line 1 of Subclause 1.

Clause, as amended, agreed to.

Clause 34—agreed to.

Clause 35—Company to have minimum quantities on hand at ports:

Hon. C. F. BAXTER: This is a most difficult clause for Bulk Handling Ltd., to carry out. It prescribes that until terminal elevator facilities are provided at Fremantle, Geraldton, Bunbury and Albany for the storage of wheat, the company shall have available at those ports at such times as the

board may think necessary to fulfil shippers' requirements such minimum quantities of wheat in bulk as the board may decide. It may not be within the power of the company to do this. There is no vacant space at Fremantle for the provision of the necessary facilities, and it will probably be some time before they are provided. Yet the company are bound, under contract, to keep a supply of wheat there. To specify a minimum quantity is to make it very difficult for the company who, of course, will have as much wheat there as possible; but the board will set out the minimum quantity, and how can the company have that quantity there since they have no control either of the space at the port or of the railways? Under their contract and bond they must have a sufficient quantity of wheat to load the ship, but to stipulate a minimum quantity is to place the company in an impossible position.

The CHIEF SECRETARY: In order to deliver wheat expeditiously to ships, it is necessary to have some storage. We realise that the company cannot keep very large quantities of wheat on hand at the ports, but it is always possible and practicable to keep some supplies, and that is all the clause requires. I cannot see anything objectionable in the clause.

Hon. C. F. BAXTER: Without the clause the company are bound under their contract and bond to keep wheat at the ports. I would not take exception to the clause if the company had space, or if they controlled transport. How could the board set down a minimum quantity?

Hon. J. J. Holmes: Would the company have to keep the wheat in trucks and pay demurrage?

Hon. C. F. BAXTER: Quite possibly. The clause is unnecessary.

Progress reported.

*House adjourned at 10.44 p.m.*