The Hon. A. F. GRIFFITH: Is there any other ex-service association, qualified to the same extent as these two associations, which might want to be included in the schedule at this point of time?

The Hon. H. K. WATSON: My informations is, "No."

Schedule, as amended, put and passed.

Title put and passed.

Bill reported with amendments.

House adjourned at 9.50 p.m.

Legislative Assembly

Wednesday, the 8th November, 1967

The SPEAKER (Mr. Hearman) took the Chair at 4.30 p.m., and read prayers.

WORKERS' COMPENSATION ACT AMENDMENT BILL

Introduction and First Reading

Bill introduced, on motion by Mr. O'Neil (Minister for Labour), and read a first time.

QUESTIONS (21): ON NOTICE

HOUSING FOR NATIVES

Closure of Allawah Grove

1. Mr. BRADY asked the Minister for Native Welfare:

   (1) Is a move being made to close down the Allawah Grove native housing settlement?

   (2) Has any consideration been given to providing more up-to-date housing for natives generally?

   (3) Is the property purchased by the Labor Government in Benara Road in the Eden Hill area for native housing to be utilised by the State Housing Commission for State rental homes?

   Mr. LEWIS replied:

   (1) The Allawah Grove administration has asked the Department of Native Welfare to resume control of Allawah Grove, and I am meeting representatives of the administration tomorrow. At this stage no decisions have been made.

   (2) Yes. The provision of improved housing throughout the State is one of the major preoccupations of the department.

   (3) It is understood that this is an urban deferred area not at present available for subdivision. Any further information required could no doubt be obtained from the Minister for Housing.

TECHNICAL EDUCATION

Advisory Committees

2. Mr. BRADY asked the Minister for Education:

   (1) How many advisory committees are associated with technical schools in Western Australia?

   (2) From what organisations are the personnel for the committees drawn?

   (3) What has been the effect of the technical school publicity campaign in 1966?

   (4) Is there any follow-up to be made through colleges, schools, and youth clubs to further interest in technical training?

   Mr. LEWIS replied:

   (1) Trade—24.

   Professional—5.

   General attached to schools and centres—4.

   (2) Trade—Equal numbers from employer and employee organisations with chairmen from Education Department.

   Professional—University and appropriate professional representation together with education.

   General—Commercial and trade organisations—education, prominent citizens in civic affairs.

   (3) There are strong indications of an increased awareness of the value of technical education in industry.

   (4) There is continuous activity in providing information on further education through every available means, particularly in supporting career exhibitions in schools and colleges.

UNIVERSITIES

University of Western Australia: Students

3. Mr. BRADY asked the Premier:

   (1) What is the maximum number of students which can be catered for at the W.A. University?

   (2) What is the number of students enrolled at present?

Second University: Site

(3) Has any decision been made where the next university will be located?

(4) Who has the final say in determining the location of a new university?

Mr. BRAND replied:

(1) The recommendation contained in the tertiary education report was—

8,000 full-time.
2,000 part-time.

(2) 3,797 full-time.
1,944 part-time.

(3) No.

(4) It will be a decision of the Government.

GERALDTON SLIPWAY

Lease or Sale

4. Mr. SEWELL asked the Minister for Works:

(1) Has the Geraldton wharf slipway which at present caters for the maintenance of licensed fishing boats operating from Geraldton been sold or leased to a private firm; if so, to whom was the lease or sale made and on what terms?

(2) If the slipway and facilities have been sold or leased to a private company, will there be an increase in charges levied on fishermen using the slipway?

(3) What area of land adjacent to the recently completed fishing boat pens near the fishermen's wharf at the western end of the Geraldton harbour and shipping wharves has been sold or leased to Dillingham Shipyards (W.A.) Pty. Ltd. for the purpose of establishing a shipbuilding yard and slipway?

(4) Has the area been surveyed and pegged to define boundaries?

(5) Will fishermen operating licensed fishing boats from the harbour who do not have boat pen facilities be able to have a beach approach for the launching of dinghies and other small craft in the area?

Mr. ROSS HUTCHINSON replied:

(1) The Geraldton wharf slipway is in the process of being leased to Dillingham Shipyards (W.A.) Pty. Ltd. on the following terms:—

Rent $2,000 per annum, payable at a rate of $166.06 per calendar month in advance.
Term—5 years.

The company will be responsible for the maintenance of the installation during the period of lease.

(2) The charges levied on fishermen using the slipway will be subject to the policy of the company leasing the slipway.

(3) An area of 5 acres 0 roods 7.3 perches adjacent to the recently completed fishing boat pens has been leased to Dillingham Shipyards (W.A.) Pty. Ltd.

(4) Yes.

(5) Yes.

PERTH DENTAL HOSPITAL

Refusal of Treatment

5. Mr. W. HEGNEY asked the Minister representing the Minister for Health:

(1) Referring to his reply on the 18th October, 1967, to my questions relative to the Perth Dental Hospital, is continued treatment conditional upon payment for the preceding treatment ?

(2) Will he state the formula whereby the eligibility of patients for treatment is assessed?

Mr. ROSS HUTCHINSON replied:

(1) Where a patient is in a position to pay for his treatment but neglects to do so, consideration is given to the urgency of his treatment and the clinical requirements, and his treatment may be temporarily suspended until his outstanding contributions are paid.

When a patient is unable to pay for treatment due to his financial position having deteriorated since his last assessment, he may be treated, with his fees adjusted to a new assessment rate, or even at no cost. In many instances there is granted an extension of time in which to pay.

(2) Persons applying for treatment must complete an "Application for Treatment" form which sets out—

(i) Details of patient, and person financially responsible for the patient.

(ii) Declaration of weekly income (whole family).

(iii) Declaration of assets.

(iv) Declaration of debts.

The total family unit value is applied to a chart which determines the eligibility of the applicant to be treated at the hospital (or its clinics) and also the percentage of fees which the responsible person must contribute. This ranges from 80 per cent. down to a nil assessment. Generally no person is accepted if 100 per cent., as his treatment is rightly the prerogative of the private dental

practitioner. Child endowment is not included as income for assessment purposes.

The assessor has the power to reduce the percentage, taking into account the whole of the family financial circumstances. The following may properly be taken into account;—

(i) Past sickness and unemployment.

(ii) Medical and hospital accounts being paid.

(iii) The expense of the dental treatment required for the whole family.

(iv) Assets and debts. Home purchase instalments and other commitments.

SCHOOL TEACHERS

Exmouth: Number and Housing Accommodation

6. Mr. NORTON asked the Minister for Education:

(1) How many—

(a) married;

(b) single male; and

(c) single female

teachers will be at the Exmouth School next year?

(2) Has his department made a survey of the accommodation that is available for—

(a) married teachers; and

(b) single teachers

at Exmouth; if so, is he satisfied that suitable accommodation is available at a reasonable price?

(3) Have teachers any priority at the Commonwealth Government hostel; if so, what is their priority and what would be the cost of such accommodation?

(4) Do married teachers have to pay the full economic rent for the houses that have been allotted to them at Exmouth?

(5) Who owns the four houses at present occupied by the teachers at Exmouth, and are they permanently allocated to the Education Department?

Mr. LEWIS replied:

(1) (a), (b) and (c). A total of 10 teachers will be appointed but the categories are not yet known.

(2) (a) Yes.

(b) Yes. Suitable accommodation at a reasonable price is difficult to obtain.

(3) The exact priority at the Commonwealth Government hostel is currently under examination by the responsible departments.

(4) Yes.

(5) The State Housing Commission owns the three houses occupied by married teachers and these are permanently allocated to the Education Department?

Ownership of the house occupied by single females is not known but it is controlled by the Shire of Exmouth.

BUILDING BLOCKS

Exmouth: Availability

7. Mr. NORTON asked the Minister for Housing:

How many housing blocks are available in Exmouth for—

(a) the State Housing Commission;

(b) the Government Employees' Housing Authority; and

(c) employees and business people employed in the township?

Mr. O'NEIL replied:

(a) The State Housing Commission holds 11 lots for future building activity.

(b) The Government Employees' Housing Authority holds no blocks. The authority's requirements are met, where possible, from State Housing Commission holdings.

(c) I am advised that, whilst there is one lot currently available for private purchase, a new subdivision has recently been surveyed.

GOVERNMENT EMPLOYEES' HOUSING AUTHORITY

Housing for Teachers at Exmouth

8. Mr. NORTON asked the Premier:

(1) Has the Government Employees' Housing Authority been asked to supply houses at Exmouth for teacher housing; if so, how many?

(2) If "Yes," is it the intention of the authority to provide the houses; if so, when?

(3) Has the authority any land in Exmouth; if so, how many blocks?

Mr. BRAND replied:

(1) Yes—accommodation for eight single teachers.

(2) The matter is receiving consideration.

(3) No.

PERTH CITY COUNCIL

Lord Mayoral Election: Betting

9. Mr. HAWKE asked the Minister for Police:

(1) Have the betting operations alleged to have taken place in connection with the recent lord mayoral election for the City of Perth been investigated?

(2) If so, with what result?

(3) If no investigation has taken place, is one likely to be put in hand?

Mr. CRAIG replied:

(1) Yes. Investigations commenced upon publication of this fact in a daily newspaper.

(2) With negative result. No specific information could be obtained concerning the allegation to support that betting was taking place.

(3) Answered by (1) and (2).

STANDARD GAUGE RAILWAY

Kalgoorlie-Perth Service: Timetable

10. Mr. EVANS asked the Minister for Railways:

(1) Has the timetable for the operation of the passenger service between Kalgoorlie and Perth over the standard gauge been finally decided upon?

(2) If so, will he please give details of same, including an outline of what facilities will be available for overnight travel between Perth and Kalgoorlie?

Mr. O'CONNOR replied:

(1) No. Final determination has not yet been made as this is contingent upon schedules for the standard gauge transcontinental passenger services which have not yet been finalised.

(2) Answered by (1).

Interstate Passenger Services: Train Staff

11. Mr. EVANS asked the Minister for Railways:

(1) Have staffing arrangements for interstate passenger trains, per standard gauge, so far as W.A.G.R. staff will be concerned, yet been decided upon?

(2) If so, will he please give an outline of the scheme so far as changeover locations between W.A.G.R. staff and that of another railway system?

Mr. O'CONNOR replied:

(1) Yes.

(2) With the exception of conducting staff, no W.A.G.R. employees will work beyond the limit of the Western Australian system.

The precise location of the changeover point in the Kalgoorlie area has not yet been resolved.

RAILWAYS

Workshops: Establishment at Kalgoorlie

12. Mr. EVANS asked the Minister for Railways:

Is it still intended to have works instituted at Kalgoorlie for the maintenance and repair in respect of narrow gauge rolling stock that will be isolated in the Eastern Goldfields-Esperance area after the standard gauge system operates?

Mr. O'CONNOR replied:

Facilities will be retained at Kalgoorlie to enable normal maintenance of the 3 ft. 6 in. gauge rolling stock isolated in that area to be carried out.

KALGOORLIE GAOL

Control by Prisons Department

13. Mr. EVANS asked the Minister for Police:

(1) On what date is the control of the Kalgoorlie gaol to be assumed by the Prisons Department?

(2) How many Prisons Department officers will be stationed in Kalgoorlie?

(3) Will homes in Kalgoorlie be acquired or built by the department or the Government Employees' Housing Authority for accommodating these officers?

Mr. CRAIG replied:

(1) Upon completion of building renovations—late December next.

(2) One principal officer and four prison officers.

(3) One house has been acquired by the Prisons Department for the principal officer. Other staff will be required to provide their own accommodation.

Blankets: Supply and Laundering

14. Mr. EVANS asked the Minister for Police:

(1) When the Prisons Department assumes the responsibility of the Kalgoorlie gaol, will a supply of new blankets for the use of prisoners be issued?

(2) Whose responsibility will it be for the laundering of Kalgoorlie gaol blankets?

Mr. CRAIG replied:

(1) Yes.

(2) Prisons Department.

"STOP" SIGNS

Intersections: Criterion for Erection

15. Mr. GRAHAM asked the Minister for Traffic:

What is the criterion for the erection of a "Stop" sign at an intersection in a residential area?

Mr. CRAIG replied:

The warrant adopted by the Main Roads Department, in consistency with the interstate conference of State Traffic Control Engineers' recommendations, for the provision of a "Stop" sign for a side street in a residential (metropolitan) area is as follows:—

(a) reported accidents* have occurred at the intersection and the safe approach speed from the side street is less than 5 m.p.h.; or

(b) there have been reported accidents at the intersection, visibility is poor (safe approach speed from the side street is less than 8 m.p.h.), and traffic in the main street exceeds 4000 vehicles per 24 hours or 250 vehicles per hour over the two hours 10 a.m. to noon on an average day; or

(c) there are more than four reported accidents per year involving vehicles entering that approach and no other less restrictive traffic control device has been found to be effective in reducing accidents; or

(d) there are three or more reported accidents per year involving vehicles entering from that approach and either—

(i) the visibility is poor (safe approach speed is less than 8 m.p.h.); or

(ii) the volume of traffic on the main street exceeds 4000 vehicles per 24 hours or 250 vehicles per hour over the two hours 10 a.m. to noon on an average day.

*Reported accidents: Those reported accidents of a type susceptible to correction by a traffic control device (angle collisions involving vehicle to vehicle, or vehicle to pedestrian crossing the street).

ROAD EDGES

Lining with Reflectorised Substance

16. Mr. GRAHAM asked the Minister for Works:

(1) Has any consideration been given to lining road edges with a reflectorised substance, especially trunk roads where there is little or no colour contrast between the road surface and its shoulders?

(2) If so, what conclusions have been drawn and what action is proposed?

(3) Is he aware that a programme of lining road edges is being undertaken in New South Wales?

(4) Is he aware that over 180,000 miles of roadway has been thus treated in the United States and that before-and-after studies indicated that edge-lining achieved remarkable decreases in accidents, especially on two-way rural roads?

Mr. ROSS HUTCHINSON replied:

(1) Yes. Sections of the Kwinana Freeway, Stephenson Avenue, and the Great Eastern Highway have been edge-lined with reflectorised paint.

(2) Evaluation and framing of policy is under consideration. In general in Australia and overseas, edge-lining has been confined to 22 ft. wide sealed pavements or wider, and the National Association of Australian State Road Authorities' recommendations for Australian practice are in accordance with this minimum. In Western Australia there are few roads with extensive lengths of such pavement widths.

(3) Yes.

(4) The Main Roads Department is aware that edge-lining is used in the United States of America. However, reports to hand as to the effect on accidents are limited, and the department is cautious about accepting them in their entirety.

AGED PERSONS' HOMES

Finance and Land: Grant by Government

17. Mr. JAMIESON asked the Minister representing the Minister for Health:

(1) What have been the respective amounts of assistance given by the Government to each of the organisations constructing homes for the aged since 1959?

(2) What land has been granted and to which organisations during the same period?

(3) For what purpose was each financial grant made?

Mr. ROSS HUTCHINSON replied:

(1)

	1961–62	1962–63	1963–64	1964–65	1965–66	1966–67	Total
	$	$	$	$	$	$	$
Presbyterian homes for aged	1,854	56	6,382	158	8,947	2,978	20,375
Methodist homes for aged	14,060	....	20,000	....	25,358	5,267	64,685
Anglican homes for aged	....	6,230	....	1,644	3,020	2,555	13,529
Maurice Zeffert Memorial Home	86	....	2,186	....	....	....	2,272
R.S.L. Veterans' Home	254	236	3,060	....	898	....	4,448
League of Home Help	46	336	....	....	1,514	....	1,896
Swan Cottage Homes	....	5,356	1,360	6,194	6,418	....	19,328
Royal Antediluvian Order of Buffaloes	....	694	....	....	....	....	694
Freemasons Cottage Homes	....	....	7,054	440	....	....	7,494
Silver Chain Nursing Association	....	....	1,086	....	....	....	1,086
Churches of Christ Homes	....	....	2,352	....	12,814	36,764	51,930
Seventh Day Adventist Homes	....	....	5,064	4,870	3,477	1,027	14,438
Glendalough Home	....	....	....	13,556	1,119	14,224	28,899
Narrogin Cottage Home	....	....	....	....	1,640	....	1,640
Dunreath Cottage, Manjimup	....	....	....	....	....	589	589
Salvation Army Homes	....	....	....	....	....	7,198	7,198
Totals	16,300	12,988	48,544	26,862	65,205	70,602	240,501

(2)

Reservations for Aged People's Homes in Western Australia

District	Reserve No.	Locality	Area a.	r.	p.	Vesting	Date
Albany	25945	Albany	1	0	33.4	Vested—Silver Chain Inc.	2/6/61
Busselton	28493	Broadwater	20	3	37	CG—Busselton Cottage Homes	23/3/67
Bunbury	27992	Bunbury	4	2	30	CG—Churches of Christ	4/3/66
Collie	28766	Collie	5	0	1	CG—Silver Chain Inc.	6/10/67
Kalamunda	28221	Kalamunda	3	2	7	Not Vested	5/8/66
		(Concord Welfare Homes)					
Kojonup	27097	Kojonup	1	3	20.2	CG—Kojonup Homes Inc.	10/1/64
Dwellingup	26242	Dwellingup	4	2	30	Vested—Hills Dwelling Inc.	9/3/62
Narrogin	27212	Narrogin	4	3	6	CG—Narrogin Cottage Homes	5/6/64
Wongan Hills	27176	Wongan Hills	0	2	25.6	Vested—Shire	24/4/64
Perth	28137	Mt. Lawley	0	3	3.7	CG—Congregational	10/6/66
Perth	28029	Mt. Lawley	0	3	0.9	CG—Perth Diocesan	18/3/66
Perth	27981	Mt. Lawley	5	3	0	CG—Churches of Christ	4/2/66
Perth	27003	Mt. Lawley	5	2	19	CG—Congregational	22/11/63
Perth	26198	Mt. Lawley	4	3	29	CG—Freemasons	6/9/63
Perth	27214	Karrinyup	2	0	4.6	CG—Perth Diocesan	19/6/64
Perth	28132	Collier	8	0	35	CG—C.M.M. Homes	27/5/66
Perth	26920	Collier	4	0	38	CG—Swan Homes	19/7/63
Perth	26299	Collier	6	1	11	CG—Swan Homes	18/5/62
Perth	25894	Collier	8	0	26	CG—Swan Homes	14/4/61
Perth	25895	Collier	23	2	12	CG—C.M.M. Homes	14/4/61
Perth	26430	Bull Creek	9	2	23	CG—Seventh Day Adventists	17/8/62
	Total (approximately)		129	0	0		

(3) Furniture, equipment, garden tools, and related purposes.

CONDINGUP SCHOOL

Headmaster's Quarters: Flush Toilet System

18. Mr. MOIR asked the Minister for Works:

When can it be expected that a flush toilet system will be provided at the headmaster's quarters at the Condingup School?

Mr. ROSS HUTCHINSON replied:

Contract documents are in course of preparation and tenders will be called in the near future. The proposed scheme includes the school and quarters.

Flush Toilet System

19. Mr. MOIR asked the Minister for Education:

(1) Has a favourable decision been arrived at regarding the provision of a flush toilet system at the Condingup School?

(2) If so, when can it be expected that the work will commence?

Mr. LEWIS replied:

(1) Yes.

(2) Documents are in the process of being prepared and tenders will be called in the near future.

WESTERN AUSTRALIA DEVELOPMENT CORPORATION

Development of Land East of Norseman and Salmon Gums

20. Mr. MOIR asked the Premier:
Referring to question No. 16 of the 22nd August last and his replies thereto—
(1) Has the Government arrived at a decision on the Western Australia Development Corporation proposals for the development of land east of Norseman and Salmon Gums?
(2) If so, what are the details of the agreement?
(3) If a decision has not been arrived at, what is the reason?

Applications for Land at Wiluna and Warburton Range

(4) Has the corporation succeeded in its application for—
(a) an area of approximately 300,000 acres north-east of Wiluna, near Lake Nabberu?
(b) an area of approximately 100,000 acres in the Warburton Range locality to be granted under section 116 of the Land Act?
(5) If it has not been successful, will he state the reasons?

Mr. BRAND replied:
(1) to (3) Discussions between the Government and the Western Australia Development Corporation have not proceeded to a stage where it is possible to finalise negotiations for an agreement.
(4) and (5) Proposals are still being examined, but no finality has been reached.

1871 PENSIONERS

Adjustment of Payments

21. Mr. DAVIES asked the Premier:
(1) How many people are currently receiving pensions under the provisions of the 1871 Pensions Act?
(2) What is the annual value of pensions paid?
(3) When were the pensions last adjusted?
(4) Can consideration be given to increasing the pensions payable to at least compensate for cost-of-living rises since an adjustment was last made?

Mr. BRAND replied:
(1) Eighty-three.
(2) Expenditure for year ended the 30th June, 1967, was $124.997, and the annual liability at the 31st October, 1967, was $108,158.
(3) The 1st January, 1963.
(4) I shall be announcing changes to superannuation payments shortly.

LEAVE OF ABSENCE

On motion by Mr. May, leave of absence for four weeks granted to Mr. Curran (Cockburn) on the ground of ill-health.

FAUNA PROTECTION ACT AMENDMENT BILL

Third Reading

MR. ROSS HUTCHINSON (Cottesloe—Minister for Works) [4.45 p.m.]: I move—

That the Bill be now read a third time.

MR. HALL (Albany) [4.46 p.m.]: I would be completely failing in my duty if I did not object to a certain clause in the Bill which demands that a person desiring to enter a sanctuary must first obtain a permit. I raise objection to this provision for more than one practical reason. I first of all desire to do so in order to acquaint members of the fact and make them realise that they could be giving away their sanctuary. Proposed new section 12E reads—

> 12E. (1) Notwithstanding anything to the contrary contained in this Act, the Authority may grant a permit . . .

This authority is to be given the control over all sanctuaries in this State even though at present many people may frequent such sanctuaries in the pursuit of their particular recreation.

I have in mind, of course, Two People Bay, which I have already mentioned many times in this House. The public is, under this Bill, to be denied access to this beach. We must realise that the whole of the coastline of Western Australia could be under the control of this particular authority, and consequently the public will be denied access to some of their favourite haunts which they frequent in pursuit of relaxation. We should voice our objection to this provision because I believe we will be exceeding our duty if we deprive the people of their rights and privileges. Already the public is, because of industrial development, denied access to areas at Cockburn Sound and other beaches.

Proposed new section 12E reads—

> (2) Where the sanctuary comprises land of a kind firstly described in the interpretation "sanctuary" in section six of this Act . . .

Proposed new section 12A (1) reads—

> 12A. (1) If the appropriate written approval required by section twelve B of this Act is first obtained by the Authority, the Authority may, with the approval of the Minister, by

notice published in the *Government Gazette*, classify or reclassify in accordance with this section . . .

I would be failing in my duty if I did not voice my opposition to these provisions. As I mentioned the other day, in a somewhat hostile manner, a petition, with some 800 signatures, was lodged opposing the action of the Government in connection with Two People Bay. I do not think the question of the squatters came into consideration because they were of minute value, anyway.

It has deprived the general public of Western Australia of a certain right. In particular, those who live in the southern portion of Western Australia are most affected, because they used to come from Gnowangerup and utilise the beach. Why the people must be deprived of this right and why a permit to enter the area is necessary is beyond my comprehension. I consider we have to look at this position fairly and squarely and realise that the people are going to be denied the benefits of the beach if this legislation is passed.

I can do nothing more than oppose the measure, which I have done consistently and at times with a certain temerity. However I must oppose it, because there is no doubt the people of Western Australia will be deprived of the usage of our beaches. Fauna protection action will go on spreading its wings all over Western Australia and it will not be many years before it is brought once again before the House, because it will be realised that the matter is out of all proportion.

When we realise that the rights and privileges of the people of Western Australia are affected, we must give serious consideration to the magnitude of the Bill before the House. I have no more to say on this measure except to repeat how strongly I oppose it.

MR. ROSS HUTCHINSON (Cottesloe—Minister for Works) [4.53 p.m.]: I do not think there is any real necessity for me to speak at length on this matter. However, because of the sentiments expressed by the member for Albany, I consider some sort of response is warranted.

In any country, voices are raised for and against the conservation of wildlife. The honourable member's voice is raised in favour of the people as against the wildlife. I do not consider it has been raised quite fairly or properly in connection with the circumstances that apply to the case on which he spoke. There is no doubt in my mind that there is room for expressions of opinion on both sides.

If the honourable member happened to belong to a Labor Government, I am quite sure that some steps would have been taken to try to conserve the species of the noisy scrub bird. I have no doubts whatsoever in this regard. Indeed, when he talked about the rights and privileges of the people being taken away, I thought he was speaking very narrowly indeed.

Mr. Hall: Don't they have any rights?

Mr. ROSS HUTCHINSON: As I have said, I thought he was speaking very narrowly about the rights and privileges being taken away from the people concerned, because many other people have rights and privileges, too, in this regard. The distinctions are not always easy to make. I personally consider that the honourable member has overstepped the bounds of rational thinking on the matter.

Mr. Hall: The Minister would think that, unless I were on his side.

Mr. ROSS HUTCHINSON: The Bill which has been introduced is one which is designed to accommodate the best interests of both the people and the wildlife.

Question put and passed.

Bill read a third time and returned to the Council with amendments.

RAILWAY (MIDLAND-WALKAWAY RAILWAY) DISCONTINUANCE BILL

Second Reading

Order of the day read for the resumption of the debate from the 7th November.

Question put and passed.

Bill read a second time.

In Committee

The Deputy Chairman of Committees (Mr. Crommelin) in the Chair; Mr. O'Connor (Minister for Railways) in charge of the Bill.

Clause 1 put and passed.

Clause 2: Interpretation—

Mr. BRADY: I regret I was not in the Chamber to speak on the second reading. When I left the Chamber a few minutes ago, a discussion was taking place on the Fauna Protection Act Amendment Bill, but when I returned the House was in Committee on this Bill.

Mr. O'Connor: You have to be quick.

Mr. BRADY: The measure refers to a scheduled railway which is set out in the schedule to the Bill. This railway comprises different portions of what was the old Midland-Geraldton line.

There could be some confusion in the minds of members exactly as to the meaning of the scheduled line. When the Minister introduced the Bill, I heard some members say that it would give the Government the right to use and sell the land where the Midland railway workshops were previously located. This afternoon I checked on the schedule and, as far as I could see, the Midland railway workshops' area is not involved. The point where one area of the scheduled railway starts is opposite the Post Office in Midland, and runs north-easterly and north to a point approximately 15 miles along the line. This is

in one area and the other runs to a point approximately three-quarters of a mile from Midland through an area now known as Midvale.

I thought members should be advised that the schedule does not involve the area where the previous Midland railway workshops were located. As it involves another area, I would like to make two points in regard to the schedule.

In the first place, I would like the Government, and particularly the Minister, to note that the Country Women's Association previously was promised a part of the Midland railway area for a C.W.A. building. When the Midland Railway Company transferred its property to the Government, that association lost its opportunity. It strikes me that the Government could be both gracious and generous and now redeem what was promised previously and give the Country Women's Association the area of land which is now being closed off.

The only other point I wish to make refers to housing. Because the housing situation in Midland has been difficult for some years, I hope that the Minister for Railways will give consideration to either of the following suggestions:—

(a) at the first opportunity hand this land over to the State Housing Commission; or

(b) transfer it to the Midland Council, because that council has encountered some difficulties in view of the standard gauge railway works.

At one stage the Government promised portion of the land to the Trades Hall Association, but subsequently, because of business interests, the association transferred its activities to another part of Midland.

I think it is a foregone conclusion that the land, as a railway reserve, has gone forever, but there are some valuable business and residential sites along this line, and I hope the Minister for Railways or the council will take steps to allow the land that has been resumed to be used for this purpose.

Mr. O'CONNOR: It is realised that the land in question is valuable, but from the point of view of the department it is railway land and so it will be used for the benefit of the department and Midland generally. Land situated in an area such as the one under discussion is worth, in some instances, many thousands of dollars per acre, and it is believed that portion of the land can be sold so that it will be of assistance to other works in the area such as the rapid transit terminal.

The council has also been in touch with the Country Women's Association in regard to its requirements and these will be considered when the land is allocated. I have made arrangements with the Minister for Town Planning to visit the area and have a general discussion with the council. I cannot promise at this stage that the land will be allocated to any particular body or group, but before any allocation is made there will be discussions with the shire and other interested bodies.

Clause put and passed.

The DEPUTY CHAIRMAN (Mr. Crommelin): I draw the attention of members to Standing Order 113 which reads—

> Every member desiring to speak shall rise in his place uncovered and address himself to the Speaker, and may, if he thinks fit, advance thence to the table for the purpose of continuing his address.

The other evening I had a difference of opinion with the member for South Perth who thought I had not put the two clauses. I was reading clause 3 when the Minister stood up, and unfortunately I did not see him. With my head down members can appreciate that I can see neither the Minister for Police on my right nor the member for Collie on my left. I would therefore ask members, when they desire to speak, to give me the call clearly so that I will not be blamed for missing a call.

Clauses 3 to 5 put and passed.

Schedule put and passed.

Title put and passed.

Report

Bill reported, without amendment, and the report adopted.

Third Reading

Bill read a third time, on motion by Mr. O'Connor (Minister for Railways), and transmitted to the Council.

RAILWAY (COLLIE-GRIFFIN MINE RAILWAY) DISCONTINUANCE BILL

Returned

Bill returned from the Council without amendment.

BRANDS ACT AMENDMENT BILL

Second Reading

MR. NALDER (Katanning—Minister for Agriculture) [5.7 p.m.]: I move—

> That the Bill be now read a second time.

This amendment to the Brands Act seeks to overcome some problems which have been experienced with the Brands Act and also seeks to remove some anomalies which exist in the Act. The early clauses in the Bill deal with more minor matters and so for the sake of convenience I will start with clause 8 and then come back to the earlier clauses.

In clause 8 the amendment provides that all sheep over the age of six months, except stud sheep, must be earmarked or bear a registered tattoo in the ear. Sheep under the age of six months must be similarly marked if they are to leave the property—this does not apply to sucker lambs when accompanied by their mother or lambs not shorn for slaughter.

The breeder of any stud sheep may, in lieu, tattoo his breed society mark on the ear of the sheep, or firebrand the sheep. This applies to merino rams when they are horn-branded.

These amendments in fact acknowledge what has been common practice amongst breeders of identifying their sheep by a society tattoo. Furthermore, if the sheep do not leave the property it is not necessary for them to be wool-branded. At present if sheep are removed from a property, or if they are shorn and are to be removed, they must bear a brand, but with this amendment it is not intended to press for the branding of stock on the property. Branding will not be compulsory, but if the farmer chooses to brand stock himself for his own satisfaction and convenience this will be allowed under the Bill.

Wool-branding is only compulsory on sheep when they leave the run and this is provided for in clause 9. It is not necessary, however, for stud sheep to be wool-branded if carrying a stud breed society mark. These proposals have the approval of all sections of the wool industry.

The amendment also provides for the branding of pigs for the purpose of controlling disease. This is something new in this State. Never before have we compulsorily provided, or even suggested, that a pig be branded for identification purposes.

It is becoming increasingly apparent that because of disease Western Australia has a high condemnation rate amongst pigs. If the property of origin of a condemned pig can be quickly and easily determined by means of a "trace back" procedure it is possible to put control measures into effect.

This amendment provides that no swine that have attained the age of 10 weeks shall be removed from the run for the purpose of sale or slaughter unless they have been tattooed on the forequarter. The actual branding process is quite simple and takes only a few minutes. The Farmers' Union and the Pig Society of W.A. strongly support this move to identfy pigs for the purpose of disease eradication.

The Bill includes other provisions to remove various anomalies and to clarify certain matters. For the purpose of consistency the Bill provides that an owner shall use the one brand registered, although the type varies for different stock. For the purpose of regularity, a minimum and a maximum size are specified for all horse and cattle brands, and cattle ear marks.

Stud Friesian cattle may be identified by means of the photograph attached to its society certificate of registration. The Bill further provides that failure to brand or earmark sheep, horses, cattle or pigs other than those excepted by the Act, shall be an offence.

Debate adjourned, on motion by Mr. Sewell.

POISONS ACT AMENDMENT BILL (No. 2)

Second Reading

MR. CRAIG (Toodyay—Chief Secretary [5.13 p.m.]: I move—

That the Bill be now read a second time.

This small, but important, Bill dealing with narcotic drugs has only one operative clause. So much has been said and written in newspapers, over the radio, and on the TV screen concerning drugs of addiction and their evil effect on society, that I do not intend to elaborate further.

The purpose of the Bill is to seek increased penalties for breaches of the part of the Poisons Act which deals with narcotics and specified drugs. For members' information, a specified drug is a substance which the Governor, by Order-in-Council, declares to be productive, if improperly used, of effects of substantially the same character as a drug of addiction. It should be added that specified drugs are not chemically related to morphia and the better known narcotics of the past. Their legitimate medical use is also different and they include a range of amphetamine and barbiturate preparations.

I feel there is little need for me to stress the fact that any of the whole list of drugs in the eighth schedule, or the specified drugs, can have terrible consequences if not administered by expert hands for a definite medical reason. They are extremely potent and the minutest quantity can constitute an effective or even dangerous dose.

I realise members are fully aware of the large profits involved in drug trafficking and, as the temptation for people with little conscience is often too much, the Government feels that a very heavy penalty should be an effective deterrent. To put words into action, the proposed amendment seeks to treble the present penalty so that a convicted person would be liable to a fine of $1,500, or imprisonment for three years, or both.

It might be added that this State is not alone in this matter and other State Governments have taken similar steps.

Debate adjourned, on motion by Mr. Jamieson.

POLICE ACT AMENDMENT BILL (No. 2)

Second Reading

MR. CRAIG (Toodyay—Minister for Police) [5.16 p.m.]: I move—

That the Bill be now read a second time.

This is purely a complementary measure to the Poisons Act Amendment Bill (No. 2) which has been explained to the House. It deals with the same subject and has the same aims as the previous Bill.

The Poisons Act is chiefly concerned with the control of drugs in legitimate trade or medical use, but the Police Act is almost solely concerned with illegal trafficking in narcotics. Such control is very necessary as people, whom I do not hesitate to describe as evil, may by criminal act, possess themselves of supplies from any source.

Section 94A of the Police Act is the section concerned in this Bill and it is necessary to amend it to extend its operation clearly to specified drugs. The amendment defines "specified drug" which, as I have previously mentioned, is a substance declared by the Governor by Order-in-Council to be productive of effects of substantially the same character as a drug of addiction; that is, of course, if improperly used. The present list of specified drugs embraces a range of amphetamines and barbiturates.

A specified drug could be listed in the fourth schedule to the Poisons Act and not the eighth schedule which contains the most notorious narcotics. The remaining clause in the Bill deals with penalties as it is essential to bring penalties for similar offences into line with those suggested in the amendment to the Poisons Act.

Debate adjourned, on motion by Mr. Brady.

PETROLEUM ACT AMENDMENT BILL

Second Reading

MR. BOVELL (Vasse — Minister for Lands) [5.18 p.m.]: I move—

That the Bill be now read a second time.

The purpose of this Bill is to amend section 35(3) of the Petroleum Act, 1936-1966, by adding after the word "each" in the last line of the subsection, the words "for the whole or part of the area the subject of the application."

The subsection as presently worded does not contemplate the renewal of a permit to explore, except in whole, and it is desired to alter this position in order that a permit to explore may be renewed for an area less than the size of the original grant.

Members are aware that a Bill dealing with offshore oil legislation was recently passed by this Chamber, and I would like to inform members, furthermore, that it is the intention of the Minister for Mines to bring to Parliament a Bill containing wholesale amendments of the Petroleum Act, 1936-1966, which Act is the authority for onshore petroleum legislation.

Due to the fact that regulations will have to be prepared for that legislation, both offshore and onshore, it is thought that these two Bills might not become effective for some months following their passing.

In the interests of pursuing the search for oil at a faster rate, it is necessary, of course, to encourage more people to join the search and the only way this can be done is to make suitable land available for such people.

When the present Act was framed, the matter of partial relinquishment was not dealt with and under the terms of the present Act, the Minister has no power to request the relinquishment of any portion of land granted under permit to explore. The principle of relinquishment in one form or another is an accepted practice in most countries of the world.

Some permits to explore have been in force for a considerable time and the Minister for Mines, when introducing this measure in another place, expressed the view that it was now high time that some of this land be returned or relinquished in order that it may become available to newcomers.

Relinquishment will be left to the discretion of the Minister when application for renewal is made, and the Minister has in mind requesting the return of approximately 25 per cent. of land now held under permit to explore.

Following the passage of the new legislation, the question of relinquishment will be dealt with under the new Act, but in the meantime, it is intended to ask Parliament to put the Minister for Mines in a position to request relinquishment.

Debate adjourned, on motion by Mr. Kelly.

DRIED FRUITS ACT AMENDMENT BILL

Second Reading

MR. NALDER (Katanning—Minister for Agriculture) [5.23 p.m.]: I move—

That the Bill be now read a second time.

This Bill aims to improve the method of conducting elections under the Dried Fruits Act. The present situation is that members of the Dried Fruits Board are elected for a three-year term of office. The current members' term expires at the end of 1969. Since 1957 there has not been an election contested.

The poll for the election of members to the board is conducted at appointed polling places throughout the district where electors who reside within a radius of seven miles may go to lodge their vote. Those who live outside this area may apply for a postal vote.

This amendment seeks to change the procedure for holding an election so that all elections in future will be conducted solely by post in a manner similar to that used in conducting polls held to determine whether a compulsory fruit-fly baiting scheme should be adopted for a district. This proposal has been recommended by the Chief Electoral Officer and unanimously agreed to by the Dried Fruits Board.

If this amendment is adopted, future elections will be simplified, as it is administratively much easier to conduct an election through the post rather than set up voting places throughout the district to which the grower must present himself if he wishes to vote. Interest in the board will also be stimulated and in future elections it is hoped that a larger percentage of growers will be persuaded to vote under the postal system.

The Bill also seeks to simplify the counting procedure in an election where there is more than one vacancy and more candidates than vacancies. At present the laid-down procedure is that provided under the Commonwealth Electoral Act for a Senate election.

It is considered that this procedure is much too complicated to be used in a small election of this nature, and it is proposed to adopt a procedure similar to that laid down in the marketing of eggs regulations covering the election of elective members to the Western Australian Egg Marketing Board.

The Act at present makes no provision for the filling of casual vacancies in the elective members of the board and the amendment rectifies this point which is considered to be desirable. All these proposals have been submitted to the Dried Fruits Board, which agreed unanimously with them.

Debate adjourned, on motion by Mr. Norton.

STATUTE LAW REVISION BILL

Second Reading

MR. COURT (Nedlands—Minister for Industrial Development) [5.26 p.m.]: I move—

> That the Bill be now read a second time.

This Bill, which was introduced by the Minister for Justice in another place virtually completes the first stage of the revision programme, namely, the repeal of those local enactments passed between 1832 and 1963 which are suitable for total repeal. With the passing of this Bill, 1334 enactments will have been repealed under the revision programme.

The 95 enactments proposed for repeal in this measure comprise: firstly, 72 of the 136 enactments tentatively classified as suitable for total repeal and still under consideration at the time of introduction of the 1966 Bills. Whilst the other 64 enactments have now been classified either as effective or suitable only for partial repeal or more properly, matters of law reform, a small number—approximately 17—may yet be totally repealed. Secondly, they comprise 19 enactments originally classified as effective, but which were found on further examination to be suitable for total repeal; and, thirdly, four Reserves Acts, the repeal of which has been approved by the Department of Lands and Surveys.

So far as the Reserves Acts are concerned, it was not possible, principally because of staffing difficulties, to complete the detailed research on all the 135 Acts comprising this category and affecting several hundred reserves, as had been intended in order to include in the present Bill such of these Acts as were found suitable for total repeal. The four Reserves Acts, which are included in this Bill, are those considered suitable for repeal from a group of eight which have been fully considered by the Statute law revision section and the Department of Lands and Surveys.

Acts dealing with reserves and kindred matters would appear to contain considerable deadwood, the extent of which cannot be accurately determined without a vast amount of detailed investigation. Whilst it would be possible merely to omit these particular Acts from the revised Statutes, one of the principal objects of a Statute law revision programme is to provide a death certificate for redundant Statutes and this is best effected by express repeal by Act of Parliament. It is therefore considered essential, for a thorough clearing of the Statute book, for these Acts to be dealt with under the Statute law revision programme in the same way as any other enactment.

The difficulties, which have hitherto prevented completion of this part of the programme, have been overcome and the remaining 127 Reserves Acts are now under active examination by a member of the staff of the Department of Lands and Surveys, with the assistance, when required by that department, of a member of the staff of the Statute law revision section. It is intended that such Acts, or portions thereof, as are found suitable for repeal will be dealt with in the next session.

There also remain from the period of 1832 to 1963 certain loan, road closure, and railways Acts—a total of 38—which the various departments previously requested be retained for the time being.

These will again be referred to the departments, with a view to possible repeal because of altered circumstances in the next session.

In the period 1964 to 1966, there are only 23 Acts which at present may be considered either safe for total repeal, or possibly suitable for total repeal, subject to reference to various departments. In the former category, are nine supply and appropriation Acts, whilst the latter comprises 14 loan, railway, road closure, and reserves Acts. It had previously been intended to introduce in the present session the first Bill dealing with partial repeals. Whilst some progress was made in this connection, it has now been decided to combine this aspect of the revision programme with the work of law reform about to be undertaken by the new law reform committee.

As with previous Statute law revision Bills, there has been circulated with the present Bill, an explanatory memorandum giving some particulars of each enactment and the reason why it is thought to be no longer effective. It is hoped that this memorandum will facilitate study of the Bill.

The practice of first referring enactments proposed for repeal to the particular department, organisation, or authority thought to be, or once to have been, affected by or charged with the administration of the same, before making any recommendation for repeal has been continued in those cases where such reference has been thought either necessary or desirable, even if only as a matter of courtesy. Where such a reference has been made, this fact is referred to in the memorandum.

The forms of the Bill and memorandum are substantially the same as those of previous years. There are two schedules in the Bill; the first comprises 91 enactments sought to be repealed because they are no longer effective, whilst the second contains four enactments which cease to have effect upon the publication of certain notices in the *Government Gazette*. The Bill provides a record of the dates upon which the respective enactments ceased to have effect.

The provisions of the Interpretation Act, 1918-1962, in particular subsections (12) and (16) relating to repeals, are relevant when considering the effect of the Bill. These provisions are referred to in the memorandum. I commend the Bill to the House.

Debate adjourned, on motion by Mr. Evans.

GOVERNMENT RAILWAYS ACT AMENDMENT BILL

Second Reading

Debate resumed from the 7th November.

MR. DAVIES (Victoria Park) [5.32 p.m.]: There is nothing in this small amending Bill to which exception could be taken. It proposes to do two things; firstly, to amend the Government Railways Act consequent upon certain amendments being made to the Licensing Act earlier this session and, secondly, to make provision for classified railway officers to act as witnesses to documents under certain circumstances.

The Minister explained that the prime move in amending the Licensing Act to provide liquor on the Western Australian Government Railways was to allow initially the serving of liquor on interstate trains, particularly when the standard gauge railway becomes operative, which I understand will be some time next year. He also indicated that attention would be given to the serving of liquor on intrastate trains, particularly those covering long distances such as from Perth to Kalgoorlie, Perth to Mullewa, no doubt Perth to Geraldton, and quite possibly Perth to Albany and Perth to Bunbury. He said this would be entirely at the discretion of the Commissioner of Railways. Under the Licensing Act, the commissioner has the right to say if and when liquor will be served on trains and under what conditions.

The member for Subiaco asked if liquor would be served in passengers' compartments. The Minister was unable to say whether it would or would not be served in passengers' compartments, but the Act says "in and from a railway dining-car or buffet-car." So I imagine that if the commissioner desired, liquor could be served in compartments. I think this is in keeping with the times and is something to be appreciated. There is already a considerable amount of drinking on trains by passengers as they take liquor with them; and I have no doubt that once this service is provided, it will prove to be more desirable than taking along one's grog or B.Y.O.B.—buying your own bottles—as we so often see in advertisements these days.

The second amendment in the Bill allows a statutory declaration to be witnessed by a classified railway officer under certain circumstances. These circumstances relate to declarations concerning lost tickets, lost luggage checks or cloakroom tickets, and railway passes. As the Minister pointed out, stautory declarations need to be made out at all times of the day and night, often when an appointed certifying officer is not present. The Minister did not tell us how often this would need to be done; but if it is only once a year, it does not matter as it is the convenience of the passenger which we must consider. A classified railway officer is quite a responsible person and is well able to witness a statutory declaration.

I found, when talking to the Secretary of the Railway Officers' Union, that this has been a matter of concern for some considerable time. In his second reading speech last night the Minister explained

that there was some doubt as to the legality of these officers witnessing statutory declarations. I must confess that I was rather surprised to find out that a classified railway officer was not an acceptable certifying officer under the Declarations and Attestations Act. The Minister has chosen to amend the Government Railways Act in this manner, but I feel it might have been just as well to amend the Declarations and Attestations Act by a simple amendment to subsection (b) (i) of section 2 where it is stated that a certified officer can be a classified officer in the State or Commonwealth public service.

I am sure many people think that a classified railway officer is a State civil servant, but apparently this is where the difficulty arises as such an officer is not considered to be so. Therefore some special provision has to be made. To my way of thinking, it would have been just as easy to include those officers with the State public servants because I am quite certain that classified railway officers have as much standing in the community as do State or Commonwealth public servants; and they would have been able to witness documents of all kinds had an amendment been made to the Declarations and Attestations Act. However, the Government has chosen to do it this way.

It is obviously desirable that provision should be made for classified railway officers to be certifying officers in accordance with the provisions of the Bill and for my part I do not oppose that proposition, or the Bill.

MR. O'CONNOR (Mt. Lawley—Minister for Railways) [5.39 p.m.]: I thank the member for Victoria Park for his comments in connection with this Bill. He pointed out, as I did last night, that the serving of liquor on trains is in keeping with modern times.

The honourable member asked the frequency with which it would be necessary for railway officers to sign documents in connection with lost property, tickets, and so on. According to the information I have from the commissioner, this takes place fairly frequently and certainly much more frequently than once a year. As a matter of fact, in the metropolitan area there is a daily requirement, and I believe in country areas the necessity arises at certain times.

The honourable member also said that the Declarations and Attestations Act could have been amended to meet this requirement. Some thought was given to this, but the Crown Law Department thought the present method was the best and the Government decided to act in this way. I once again thank the honourable for his comments.

Question put and passed.

Bill read a second time.

In Committee, etc.

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

Third Reading

Bill read a third time, on motion by Mr. O'Connor (Minister for Railways), and transmitted to the Council.

ESPERANCE LANDS AGREEMENTS

Inquiry by Royal Commission: Motion

Debate resumed, from the 18th October, on the following motion by Mr. Tonkin:—

> That in the opinion of the House a full inquiry by Royal Commission into the administration of Esperance Lands Agreements since the inception should be undertaken immediately for the purpose of ascertaining the nature and extent of irregularities or breaches and departures from the spirit and intention of the Agreements which have occurred, the causes and responsibilities therefor and the effect upon the development of the Esperance district.

MR. DURACK (Perth) [5.42 p.m.]: While listening to the debate on this motion when it was last before the House, I must confess that I almost thought I was in a court of law rather than in Parliament, because the subject seemed to be mostly one of legal debate. The Leader of the Opposition, in a vein with which we are familiar, was prone to make accusations of illegality and irregularity of a legal character, and so forth.

Of course, when one looks at the motion itself, one sees that one of the main purposes of the Royal Commission would be to ascertain breaches and departures from the spirit and intention of the agreement which have occurred as well as an inquiry into the administration of the agreement. However, in point of fact, this motion as it stands and the inquiry that it calls for can only be regarded as a serious attack upon the administration of the agreement by the present Minister and on the Government; and, from a political point of view, this motion is much more highly charged than one would perhaps think from the discussions of a legal character and from the terms of the motion.

In view of the importance of this motion, and the sting which it contains, I do not hesitate to inform the House that I propose to vote against it. I listened carefully to the Minister's lengthy explanation, and knowing the Minister as well as I do and for as long as I have, I am perfectly satisfied that no case has been shown by the Leader of the Opposition, or by the speakers for the Opposition on this motion, which would warrant the inquiry which the Opposition seeks.

However, in view of the reasons advanced by the Opposition speakers on this motion in regard to the way in which this

agreement has in their opinion been wrongly administered, and the way in which illegal matters have occurred in the course of its administration, I feel I am able to contribute to the debate regarding those aspects. One of the principal claims made by the Leader of the Opposition and the Opposition speakers on this motion was that the Esperance Land and Development Company is obliged to dispose of all the land which it selects to settlers who are, of course, selected under the provisions of another clause of the agreement—clause 12.

The Minister has told the House that the company is entitled to retain half the land. What the company does with that land is another matter and I will deal with that separately. However, the Minister has said—and in my opinion, has rightly said—that under this agreement the company may retain half the land for whatever purpose it thinks fit. That statement by the Minister was vigorously challenged during the debate.

It is perfectly clear from a careful reading of clauses 5 and 6 of the agreement that the company is obliged to sell to settlers only one-half of the land which it has selected. It may, for its own purposes, retain the balance. It may either farm that land itself or, undoubtedly, sell it to other settlers if it thinks fit.

Another important claim made by the Leader of the Opposition, and other Opposition speakers, was that the company is obliged, under the agreement, to sell this land on the basis of one man one block. Let me emphasise that the claim is that the company has, under this agreement, a legal obligation to that effect and, of course, the Minister has a legal obligation to ensure the agreement is operated in that way.

That may have been the policy and the intention—it may have been the spirit of the Act which in some way is being called from the deep. The Leader of the Opposition has alleged that one man should get only one block. The question is: Does the agreement impose clearly that obligation on the company and on the Minister? It seems perfectly clear to me that the agreement does not do that. One has only to look at the vague wording of clause 12 which is hedged around with curious phrases such as "where possible," "if possible," and so forth, to appreciate how impossible it is to create the type of legal obligation which is claimed by Opposition speakers.

When it comes to the question of the legal obligation in relation to the committee, the matter is even more vague and indeterminate, and far short of the language necessary to achieve the purpose which the Leader of the Opposition says was intended. Regarding the question of to whom the land will be sold by the company, clause 12 (c) of the agreement states that the company shall confer in the selection of settlers with a committee appointed by the State for that purpose, the intention being that not more than one holding shall be allotted to any one person.

The only legal obligation created by that circumlocution is an obligation to confer with the committee. No power is given to the committee whatsoever to insist on this principle. The provision, in effect, places no obligation on the Esperance Land and Development Company to do anything else but confer; and what a remarkably weak type of obligation that is for the purpose which is claimed by the Opposition.

Because of the matters which were raised, I thought I would submit these questions to another lawyer for consideration. I think somebody said that lawyers differ, and I would readily agree with that. I may say that, mostly, they only differ because Acts of Parliament, and agreements, are so poorly worded that different interpretations are unavoidable. There is nothing more likely to cause lawyers to differ than airy and pious hopes which are expressed as the spirit or the intention of an agreement. If people want matters to be clear, and if parliamentarians want them to be clear, they should see that the agreement is stated in as clear language as possible. When questions of legal interpretation arise, lawyers and judges cannot be concerned with what the spirit of something might be; they cannot be concerned with what the intention is; they can only be concerned with the language used in conveying that intention.

To return to what I was saying, I thought I should perhaps get the views of other lawyers who were completely disinterested in this matter. I drew up some questions which I did submit to a lawyer for whose opinions in matters of conveyancing and contracts I have the highest regard.

Mr. May: Was it the member for Subiaco?

Mr. DURACK: It certainly was not; I said I took the opinion of a lawyer who was completely disinterested in this debate. It may, of course, surprise the member for Collie to know that people can be disinterested in a question of this type.

Mr. Jamieson: The member for Subiaco does not appear to be very interested in the debate.

Mr. Brand: One or two others don't either.

Mr. DURACK: I submitted this question to the gentleman concerned—

> Can the company retain half the land granted to it under the agreement?

The answer was, "Yes." The second question I asked was—

> Can the company dispose of any land so retained by it, and, if so, to whom?

The answer to that was, "Yes, it can dispose of the land to anyone it likes." The third question was—

> Is the company under a legal obligation to sell the land to settlers on the basis of one man one block?

The answer to that question was, "No." I then asked—

> If so, has the Minister power to enforce this obligation?

That question did not call for an answer because the previous answer was, "No."

Another serious charge made by the Opposition speakers—particularly the Leader of the Opposition—in regard to the administration of the agreement was that the company is not entitled to enter into any contracts to sell this land until it has performed its obligations to develop the land under the agreement. The clause of most particular concern in the agreement is clause 6, but the interpretation placed on that clause by the Leader of the Opposition—in fairness to him—must be in regard to the whole agreement.

I do not want to weary the House by going over the obligations to develop, because I think they are clear enough and nobody has disputed them. However, the Leader of the Opposition said the company was not entitled to enter into the agreements which it has done lately; and he quoted auction notices, and so forth, in regard to sales by the company which, admittedly, have openly taken place and about which everybody has known. The Leader of the Opposition said that is wrong because the company has only carried out very scratchy development. Some estimate has been made of the worth of the development, and some people have stated $3 and $4 per acre as being the value of the work done when the sales were made.

As we know, under the agreement as it has been amended, before the company is entitled to get a Crown grant—before it can get a freehold title—it is obliged to spend $2.40 per acre over the whole of any block which has been selected, the average size of which is 2,000 acres or thereabouts. The complaint is made that until the company has completed the development, and until it has obtained the Crown grant, it cannot enter into a sale.

The claim that the company cannot enter into an agreement to sell until it has completed the development, of course, is completely refuted by the provisions in the agreement that the company can get a Crown grant once it has spent $2.40 per acre. However, in point of fact, it is true that the company can enter into an agreement to sell land—as it has done—under the loose and vague wording of this agreement, which the Government of which the Leader of the Opposition was a member entered into. I also submitted that question to my legal friend. I asked him—

> Can the company enter into contractual arrangements with a prospective purchaser before it has completed the minimum development required, and if so, what arrangements?

The answer was, "Yes. It can sell under contract but it is still under the obligation to develop the land under clause 5 of the agreement." That is all right. That is not what the Leader of the Opposition is complaining about. He has said the company cannot enter into agreements. The company cannot abrogate in any way its obligation to develop to the extent contemplated by the agreement, but it can enter into contracts with people who want to buy the land on a freehold basis once the title can be acquired.

I think that proposition is probably fairly clear from the wording of clause 6, because that clause contemplates that the the company will enter into subsidiary agreements of one kind or another. I do not intend to read that clause, because it has been referred to previously and has already been read.

However, there is another clause of the agreement which makes this power patently clear. I refer to clause 23, which reads—

> Without affecting the liability of the parties under the provisions of this Agreement either party—

That means the company or the Minister. To continue—

> —shall have the right from time to time to entrust to third parties the carrying out of any portion of the operations which it is authorised or obliged to carry out under this Agreement.

Naturally enough, that clause was never referred to by any Opposition speakers.

Mr. May: What does it mean?

Mr. DURACK: It means what it says; and it is one of the few provisions in the agreement that does.

Mr. May: What does it say?

Mr. Norton: He doesn't know.

Mr. DURACK: I have had the opportunity to obtain a *pro forma* of the type of agreement that is being entered into. I am quite prepared to table it, if the House would like me to do so, and I would make it available to Opposition speakers who are interested in it. This is the type of agreement which has been entered into by numerous persons in this State, and elsewhere, with the company, and there would be numerous original documents of a similar kind and character available in this State and even elsewhere.

. This agreement is most interesting because it makes it perfectly clear that the company recognises its continuing obligation to carry out the development required; and it seeks, in certain clauses of the agreement, to place this obligation—it cannot discharge its liability in this regard—on the purchaser. It seeks to have its obligation performed by the purchaser, which is a perfectly sensible idea and this is desired by the purchaser because he receives certain taxation benefits, and so forth, and is not liable for the big initial capital payments which he would otherwise have to make.

Clause 8 of the agreement states—

> As from the date of possession (whether possession be taken or not) and until the purchase is completed and the full purchase price and interest paid the purchaser shall—

and then it goes on to state what the purchaser has to do, and this includes keeping down vermin, weeds, and so on, and paying rates and the like. Clause 10 says—

> The purchaser shall prior to the First day of July One thousand nine hundred and sixty eight—

This agreement was entered into this year.

The clause continues—

> —lay down to pasture or crop an area of not less than 33⅓ per cent. of the total area of the said land.

That is one of the principal development conditions, as the Leader of the Opposition will readily recognise. Clause 11 states—

> The purchaser shall when necessary,
> (i) erect fences and buildings where necessary.

That is a straight quote from the master agreement, and it is another one of those references to "where necessary." The solicitors who drew up the agreement do not take the responsibility for what is meant by "where necessary." What I have just read is straight from the agreement which was entered into by the Government of which the Leader of the Opposition was a member and it would be difficult to know what was meant by the spirit of that provision. That clause goes on—

> (ii) establish necessary water supplies

In clause 12 the agreement states—

> If the Purchaser shall fail to carry out the improvements referred to in the two preceding clauses within the time stated the vendors—

That is, the company or its agents—

> and/or their agent may enter the said land and carry out the said improvements to the satisfaction of the vendors without prejudice to the rights of the vendors under clause 9 hereof and the cost thereof shall be paid by the purchaser . . .

It is clear from that clause that the company recognises the continuing obligation it has to the Minister and to the State under the master agreement.

Mr. Gayfer: Would that be valid at law when the land had been made freehold?

Mr. DURACK: It is not freehold at that stage. Once the development has been completed to the extent of $2.40 per acre, the company is entitled to obtain a Crown grant; and once it obtains a Crown grant the company can convey that title to the purchaser. Nevertheless, the company is still obliged, and must be obliged, to complete the development ultimately in accordance with the agreement.

One other matter which, of course, we heard a great deal about is the allegation of dummying. I thought this was a complete misconception of what dummying has always meant in regard to land development in Australia. For 100 years or more people have heard of dummying in Australia and, in fact, I suppose a great many properties throughout the length and breadth of Australia have been established under dummying conditions of one kind or another. However, that, of course, does not make the practice any more legal or proper. Dummying in the sense in which it is known in a great deal of land development in Australia is not the sort of situation which may have occurred in certain cases in regard to this area of land, and the portion of it that George Fielder and Company has taken up.

One thing that is perfectly clear under the agreement is that once a purchaser has obtained his Crown grant, or once he is entitled to obtain it, there is nothing whatever in the agreement to prevent him from holding it for somebody else as trustee, or in any other legal capacity. That again is a proposition which the Minister said was the case. That was his legal advice and it is my view from what legal knowledge I may possess; and it is certainly the legal advice I have had from my independent source.

That completes the comments I propose to make regarding some of the legal matters which have been raised and the propositions which have been levelled against the Minister in this debate. I think I should say, in conclusion on this matter, that it was really the efforts of the Minister to carry out the vague spirit of the agreement which led to the methods adopted by Fielder and Company to obtain the land that the company desired. However, it certainly comes ill from the Opposition, in view of its record in the administration of this agreement, to make any allegations of this kind.

The Minister himself has given details of some of the grants that were made to settlers, and the areas of land granted which were far in excess of the provisions of the agreement, during the period of the

administration of the agreement by the Opposition when in Government. The Minister, by his advice to Fielders, was undoubtedly doing all in his power to carry out the so-called spirit and intention of the agreement as claimed by the Leader of the Opposition.

A very unpleasant accusation was made against the Minister for Lands in particular—although it involved two other Ministers—by the member for Boulder-Eyre, who I see is no longer with us.

Mr. Norton: He is still alive.

Mr. DURACK: I am glad to hear it. The member for Boulder-Eyre insinuated in, I thought, an unpleasant and unjustified way, that Fielder and Company had been put up to this. I do not think any other interpretation can be placed on the remarks made by the member for Boulder-Eyre in this House. I thought that when I heard them, and I became convinced of it when I read what he said. I thought what he said was not only unpleasant and unjustified but was also completely uncalled for in the circumstances.

If this sort of conclusion represents the view that the member for Boulder-Eyre would take as a member of a jury charged with determining an important allegation against a man, then all I can say is, "God help us if we maintain trial by jury"; because there was not a shred of evidence on which such a serious allegation could be made. I thought it was disgraceful that the accusations should have been made, and I am satisfied that it is not the sort of conclusion that would be drawn by laymen when, as jurors, they are sitting in judgment on their fellow men, in this State, or anywhere else, under our system of law.

As I said, I rose to speak in this debate because I felt it was almost a legal argument more than anything else. However, as I said at the beginning of my speech, it is clear that the motion has a strong political flavour and that it is designed as a political stick with which to beat the Minister and this Government, and to make whatever political capital the Opposition can out of it. As I said, that attempt will be resisted by my vote and by what efforts I can bring to bear in regard to the matter.

The motion represents another political somersault by the Leader of the Opposition. We have just got used to his somersault on reclamation—how he would not have reclaimed certain areas, and how he would dig out 70 acres or more that his Government agreed to fill in, and so on. We have got used to that, but now we have a double somersault because he is wanting to reject the agreement which his Government—he was not the Minister directly responsible, but he was a member of the Government which brought the agreement into being, one which is full of loopholes, vague, and does not give—

Mr. Jamieson: Your Government had the chance to amend it.

Mr. DURACK: —the power it was intended to give—

Mr. Moir: You ought to have a look at the action of your party when it was in Opposition in regard to railways and then have something to say about somersaults.

Mr. DURACK: I am not concerned with railways.

Mr. Jamieson: You are talking about reclamation of the river.

Mr. DURACK: No-one is concerned with anything but the agreement at the moment.

Mr. Jamieson: Why did you talk about the river?

Mr. DURACK: This agreement is entirely the responsibility of the Opposition, which entered into the agreement when it was in Government. This Government did what it could when it came into power to tighten up the agreement in some way. It made one remarkable advance on the provisions contained in the original agreement by including in the amended agreement provision for the expenditure of money over a period of years—a most remarkable omission from the original agreement.

Another remarkable omission from the original agreement, as the Minister pointed out, is the fact that it is quite silent on what profits could be made by the Esperance Land and Development Company on the resale of this land. For that omission the Opposition is entirely responsible and I think the State, if it has not suffered already, will suffer from this omission in the future.

Mr. Jamieson: It was re-enacted.

Sitting suspended from 6.15 to 7.30 p.m.

MR. DAVIES (Victoria Park) [7.30 p.m.]: My comments on this motion must be very brief, because I was not in the House when it was moved. The only real contact I have with it is the speech made by the member for Perth tonight. It was quite a remarkable speech, because in effect he said the Government had not broken the law, and if it had it did not matter as the contract was not legal. This is rather an astounding state of affairs.

The member for Perth then sought to defend the three Cabinet Ministers by saying they never try to do anything underhand, or there has been no conspiracy in regard to dummying. He completely overlooked the confusion which occurred in this Chamber when an attempt was made to find out from those three Ministers what did happen. Need I remind members of the occurrences during question time on the day in question when the Minister for Lands, the Minister for Agriculture, and the Minister for Industrial Development were in turn asked whether or not a certain meeting had taken place, and each one of them gave

the same answer; that is, they could not recall such a meeting? These were three leading members of the Cabinet.

Are we asked to believe that not one of them could remember such a meeting taking place? That was not the end of the matter, because shortly before the House rose on that day the Minister for Lands, with the leave of the House, made a statement to the effect there had been a meeting, and he gave a brief outline of the nature of that meeting. Surely the member for Perth does not expect us to believe there was no conspiracy when three leading members of Cabinet acted in such a fashion.

Mr. Nalder: What are you suggesting or implying by that statement?

Mr. DAVIES: I am implying there was confusion worse confounded among the Minister for Agriculture, the Minister for Lands, and the Minister for Industrial Development. They were frightened that we on this side would question each of them one by one.

Mr. Nalder: We had no warning of the questions.

Mr. DAVIES: The Minister should refrain from being rude and should let me finish. He can get up and say what he likes when I sit down. Until then he should show a few manners.

The SPEAKER: Order! The honourable member had better address the Chair, and he should not point his finger at me, either.

Mr. DAVIES: Mr. Speaker, I learnt that lesson long ago. The fact remains it was quite apparent there was considerable embarrassment on that day when three leading members of Cabinet were trying to cover up some meeting which apparently they did not want us to know about; but it soon became apparent we knew all about it. We knew who were present and when the meeting took place.

Having had time to think the matter over they decided it was better to make certain admissions, and certain admissions were made. As a result of that meeting it was inferred that an arrangement had been arrived at which resulted in certain dummying practices occurring.

The member for Perth says that does not matter, because dummying has gone on in various forms for a great number of years. Of course what he overlooked was that at the time the Government and Fielders refuted the allegation that dummying had occurred. Yet within two days the spokesman for the company, having been questioned in various quarters, admitted freely that dummying had occurred. That was exactly what we were saying, and exactly what the Government was denying. If there was nothing sinister in the dummying, then surely the Government should have readily admitted that a meeting did take place and that it had acted in accordance with the proposition which had been advanced.

Mr. Rushton: What is your interpretation of "sinister"?

Mr. DAVIES: I would say that the member for Dale is one of the most sinister persons I have known. I will not be sidetracked like that. I think that Fielders went into the business and approached the Government as to how it could obtain the land and the Government acquiesced in the arrangement, because in *The West Australian* of the 24th October Mr. J. B. Regan, Managing Director of Fielders, is reported to have said—

> Fielder's managing director, Mr. J. B. Regan, said yesterday that the recent controversy over land dummying at Esperance had caused the company serious concern.

Of course, the company was concerned about it, because it thought that its activities had been found out. The next paragraph of the newspaper states—

> He understood the company had been helped to secure land at Esperance because its activities would eventually benefit W.A. farmers.

If the object was to help the farmers of Western Australia, why did not the Ministers say they did this to help the farmers? There is nothing shameful in helping the farmers of this State. What were they hiding, or what were they trying to cover up? The Government acted coyly as though it had nothing to do with the matter. Surely it must have been embarrassed by the statement made by the spokesman for Fielders.

We do not want to stop the development of the Esperance area. If we were concerned with the manner in which land was being allocated we would have taken the matter up long ago, because on the 28th November, 1965, the member for Boulder-Eyre—who was instrumental in bringing the matter before the notice of the House—asked a series of questions of the Minister for Lands in regard to the sittings of the board to allocate land under the provisions of clause 12 of the Esperance Land and Development Company agreement. The Minister for Lands gave a very detailed answer in which he set out the number of occasions that the board met. He said it had met on 10 occasions, and he listed those occasions. He also listed the number of blocks which had been dealt with at each sitting of the board, the areas concerned, and the people to whom the blocks had been allocated.

He said the allocation had been made in accordance with the agreement which had been drawn up by the Hawke Labor Government. Had we been really concerned that the Act was not being complied with in its entirety, we would have taken action at that point. We were not quibbling as to whether the blocks allocated were of the

acreage required under the Act, and we did not care whether they were a few hundred acres over or under. According to the figures supplied by the Minister for Lands which are recorded on page 2959 of the 1965 *Hansard*, not one block was within the terms of the agreement.

The only aspect that looked suspicious from the answers given on that occasion was that four members of the Overheu family had been allocated land. They had different initials, but they were four persons with the same surname. They were allocated four of the five blocks available at the time. There were other similar instances yet even with that information in its possession the Opposition did not take any action, because we were quite prepared to allow the land to be developed in what we considered to be a reasonable manner.

We were concerned that big business might take over the whole of the Esperance area, and our concern was justified; but we were not the first to express such concern. If members cast their minds back to 1956 when the Land Act was being amended by Parliament—because the original Esperance agreement was brought in by an amendment of that Act—they will see that nothing was hidden. The agreement was made available to Parliament, and many of the members who now comprise the Government were sitting on the Opposition benches. They had every chance to peruse the agreement and to make suggestions for amendments; but no amendment was put forward.

In fact, the agreement was lauded as being highly desirable, and as one which would mean a tremendous amount to the future of Western Australia, and particularly to the development of the land in the Esperance area. It was considered to be a great achievement by the Government of the day. No doubt, as we on this side now have a few sour grapes in regard to the plans announced by the Government, so the Opposition on that occasion had a few sour grapes.

The fact remains that to all fair-minded people the agreement was considered to be a great step forward in the development of land which had not been expected to be developed for many years to come. I think the present Government, which was then in Opposition, took a great deal of credit for the agreement, because of certain work which had been started at a research station at Esperance by a previous Minister of their party.

The matter was fully debated. At the time, concern was expressed because the area could be handed over in large lumps to some farming organisation. Hugh Ackland was one who mentioned it. His speech is recorded on page 2392 of the 1956 *Hansard*. I will not read his speech, but he expressed the desire that future Governments should be limited in the amount of land they allocate to any one person. Speeches of other members are also recorded and they express the opinion that that was a chance for the small farmer—the one who could handle areas up to 2,000 acres—to help develop the State and at the same time make a little money for himself.

There is nothing wrong with that concept at all. It is highly desirable; and we must remember that in 1956 everyone in this Parliament wanted it that way. However that is not the situation which has developed. What has been overlooked by Government speakers so far is that in 1956 there was very little hope of getting the area developed and the Government had to make the best use of whatever means were available to open up the area. This it did, and was applauded for its efforts.

However, the Government changed in 1959 and by that time some of the ambitions of Allen Chase and his co-directors had proved to be illfounded. The area had not developed as they hoped it would. The principal reason for this was that American people thought they knew what they were doing and would not take the advice of the Department of Agriculture and the research station—this is my impression from my reading of the debates in *Hansard*—and because of that, and because of several bad seasons, they found they were unable to continue with the agreement.

As I have said, the Government changed in 1959 and the new Government, which is still in power, took the opportunity to rewrite the agreement. The Minister for Industrial Development is recorded in *Hansard* as saying that the best the Government could do to get another consortium was to take over what was started by Allen Chase. The agreement was rewritten and that is the agreement which is under challenge tonight, and which, it is said, is not worth the paper on which it is written. This is the impression of the member for Perth, and we appreciate that he has had considerable legal training. He has told us what he considers the outcome would be if the matter went to court.

The member for Perth said it is a bad agreement because it was written by Parliament. Of course Parliament did not write the agreement. He knows, as well as I do, that these agreements are drawn up by officers of the Crown Law Department and parliamentary draftsmen, who are men of his ilk—they have had legal training—and they submit the agreements to us.

Are we supposed to challenge every agreement and dot the "i's" and cross the "t's"? Of course we are not! What happens to the iron ore agreements which come before this House? We know that by the time they get here we have not a chance in a million of altering anything. Therefore Governments must take the blame for the agreements they bring to

Parliament; and the Government which brought this agreement to Parliament is the Government which is still in office.

I cannot see how anyone can use the argument that because the Hawke Government was responsible for the agreement in 1956, when we desperately wanted someone to go to Esperance, we must continue to take the blame. What the Minister forgets is that the present Government has been in office for 8½ years and if the member for Perth found that the agreement was not a legal and proper one, it was the duty of the honourable member to bring the matter to the notice of the Government. It is not the Opposition's duty to tell the Government that the agreement is considered to be not legal and binding. Goodness gracious me! I have not heard such an argument in all my life—that after nine years in Opposition we must take the blame for something which this present Government reviewed in 1960. This is quite a preposterous argument!

If these terms were written into the agreement in 1960, we would expect the Government to abide by them. If those concerned were still working under the agreement which had been submitted by the Labor Government in 1956, the Opposition might be expected to close its eyes to some of the provisions; but we are not going to take the blame for something we did not do; and I think this is something which has been overlooked. The motion, in part, reads—

> That in the opinion of the House a full inquiry by Royal Commission into the administration of Esperance Lands Agreements since the inception should be undertaken immediately for the purpose of ascertaining the nature and extent of irregularities or breaches and departures from the spirit and intention of the Agreements which have occurred.

I think the words "spirit and intention" are important. If it is true that the agreement has no standing in law, it is not very reasonable to suppose that a Royal Commission would do any good by inquiring into irregularities. However, as I have said, I believe the important words in the motion are "spirit and intention." We have only to read the debates in *Hansard* over the years to ascertain that the spirit and intention was to encourage the small farmer—that is, farmers who would work areas of up to 2,000 acres—to go into the Esperance district to build a new community. The Minister for Lands is quoted in *Hansard* as saying that when he went to Esperance—I think it was on Anzac Day in 1960—to attend a meeting, he was very pleased with the community spirit there.

Mr. Bovell: I am still pleased with the community spirit of Esperance.

Mr. DAVIES: I take it that he was agreeing with the general tone of the debate which was that new settlers were on the land and they were forming a very fine community.

Of course what has occurred since then has not been in accordance with what was implied when the Bill was before Parliament in 1960. It is quite apparent that certain people have been granted special privileges while many others who desperately desire an area in the Esperance district have been overlooked time and time again.

Recently the Leader of the Opposition and I have attended different functions, but have been cornered by the same fellow who has bashed our ears. He is quite high in the social life in Perth. I will not mention his employment or hobby. However, as I have said, both the Leader of the Opposition and I, at different times, were taken to task by the same fellow because his son had applied on 19 occasions. He had excellent references and money, but had received no advice on any occasion as to why his application had not been successful. This man was very disturbed. He wanted to know what was going on. He echoed what has been said around the State for some considerable time, and that is that the day of the small farmer has gone.

The Government is not interested in the fellow who wants to go there and open up new land and make a niche for himself in the farming community. It is interested only in dealing with people to whom it desires to grant special favours. If we look at a map of Esperance and study the various allocations of land, we can only be staggered at the manner in which the blocks have been allocated. People of the same name, but different initials, have been granted blocks adjoining one another. This was not the spirit of the agreement. This is the method used by the Government to hand out areas of land to those people it particularly favours while denying it to others who should be given exactly the same opportunity.

Mr. Bovell: You do not know what you are talking about!

Mr. DAVIES: I am just mentioning the facts. We have noticed before that the Minister for Lands becomes very irate when we are near the truth. We are too near the truth now for the comfort of the Minister. The fact remains that we have examined the position. We have found that people of the same surname, but different initials, have been able to obtain a considerable amount of land; and this was certainly not within the spirit and intention of the agreement.

Whilst this attitude is abroad and whilst there is this constant worry as to whether or not the Government has been acting fairly, surely to goodness the obvious thing

to do is to appoint a Royal Commissioner to inquire into the matter! This would clear the air for everyone concerned. No more allegations would be made if the Government has been acting within the spirit and intention of the agreement. Certainly, not a great deal of time would be lost, because I imagine it is an inquiry which could be dealt with in a matter of two or three weeks, and possibly we could obtain the opinion of the Royal Commissioner before the House rises.

The last point I wish to make is that the member for Perth said that the Opposition was playing politics. Let me assure members that we are not playing. We are quite dinkum on this matter. There is not the slightest reason to suppose that every aspect of this motion was not given full consideration before it was brought before the House. There is not the slightest reason to suppose it was not brought before Parliament in the hope that we would be able to have a free and open debate on what has been occurring at Esperance, and that eventually we would accomplish our object of having a Royal Commissioner appointed to inquire into the allocation of the land in the area and thus satisfy the public at large that it had or had not anything to fear. This is not unreasonable.

Mr. Norton: And exonerate the Minister!

Mr. DAVIES: Yes, and exonerate the Minister!

Mr. Burt: We have already wasted enough money on one Royal Commission this session, without having another.

Mr. DAVIES: I do not think we should get into a discussion on the Royal Commission the report of which was tabled this week in Parliament. That will probably be discussed in due course, and I think the Speaker would pull me up very quickly if I entered into a discussion on it now.

The only thing I want to stress is that the Opposition is here to ensure that justice is done, and this is all that is desired on this occasion. We are not witch-hunting. We merely wish to satisfy the many people who have expressed disappointment that their applications for land in the Esperance area have been consistently overlooked. This is the purpose of an Opposition—to do just that.

I will return to the point on which I commenced, which was the attitude and manner in which certain members of the Government acted on one occasion; and we have every right to be suspicious and bring before this House the motion which appears on the notice paper, and which I support.

MR. FLETCHER (Fremantle) [7.59 p.m.]: I support this move for an inquiry, not merely out of loyalty, but because I believe an inquiry is justified, if only on the ground that one man in Kansas holds 25,000 acres of our soil and declares it to be the cheapest land in the world.

It might be cheap to a millionaire, but it is not cheap to the type of person whom we on this side of the House represent. If for nothing else, an inquiry is justified on this ground alone. I submit there could be 12 good Australian families settled on that area of 25,000 acres in preference to an absentee landlord who lives in America.

Mr. Dunn: Is anyone settled on it now?

Mr. FLETCHER: I would like to mention an example to justify my statement that 12 Australian families could occupy the area. I would like to relate to members the experience of a man with whom I worked prior to entering Parliament. I assisted him to go onto an area of land in Hyden after I had received the advice of officers in the Lands Department. He worked and lived in solitude for years in order to try to establish himself in that area. He could not raise the necessary finance to put up fences, to do the necessary improvements, and to obtain sufficient equity for the area, with the result that he walked off the land.

Land which is available to millionaires might be cheap in their terms, but my friend would have given anything to occupy such an area and to receive the assistance which has been given to others. As I have said, if for no other reason than this, my statement is justified. It appears that assistance is available to those with money. It is evident there is preferential treatment towards those who have money, but there is not preferential treatment towards those who need the land. As a consequence, an inquiry is justified.

Although this type of thing is not my forte, I listened reasonably attentively to the debate and I noticed there is an obligation for the company to spend something like $2.40 per acre to develop the area, to subdivide, and do certain work prior to disposal. I distinctly heard that figure mentioned. One block cost $3,000 to develop in the manner outlined, but that same block was sold subsequently for $19,600.

Mr. Durack: Who is responsible for that situation?

Mr. FLETCHER: Surely on those figures alone the Government cannot turn its back on the need for an inquiry. I add that this is the type of thing which the Government represents. Being a friend to private enterprise, it condones people being robbed to the extent of $16,600. Of course, that is precisely the type of thing which is going on in real estate and it is the reason why ordinary residential land is beyond the reach of the average person in Western Australia. Mr. Speaker, you might say that such comments are not relevant to the motion, but in my mind they are related. The facts are related to

the type of Government which occupies the Treasury bench, and the ideological and economic outlook it embraces.

My struggling friend who is now a milkman should have been helped onto one of those properties, as many others of the same type of person should have been helped. Without wishing to be offensive, I say that, instead, a secret conclave was held at Parliament House.

Mr. Bovell: Parliament House is the wrong place to hold a secret conclave.

Mr. FLETCHER: The Ministers concerned demonstrated a very convenient loss of memory. I admit I can be absentminded at times, but I am not absentminded to that exent. I would have respected the Ministers more if they had not pretended to forget that the meeting had been held. I believe their memories were short through convenience.

Mr. Court: They did nothing of the sort. The Minister told the House about the meeting.

Mr. FLETCHER: I believe the Ministers concerned turned in another direction while dummies were recruited.

Mr. Gayfer: Your memory is not too good. Previously I had to find a place in your speech, because you forgot where it was.

Mr. FLETCHER: I agree with the member for Avon that I can be absentminded. However, I am not absentminded to that extent, nor would I prevaricate in the manner of the Ministers. I use the word "prevaricate" rather than a more offensive word.

A block should have been made available to an individual person who would carry out the specified improvements. However, George Fielder and Co. wanted more than one block. Among other things, the company wanted the land to grow certain crops to obtain seed which could be sold at its price. Whilst I consider to a certain extent that is very desirable, I still do not think it would be impossible for George Fielder and Co. to assist small holders to achieve the same results with the seed. This would be to the advantage of both the small holders and the State. The Government did not have to help Fielders to the detriment of the small holder. This is another reason which, in itself, is sufficient ground to justify an inquiry.

Instead, the Minister for Lands relied on the variation clause to justify the action. If the Minister himself did not rely on this, at least someone in the department relied upon it. I do not blame the Minister personally, and I do not say he is culpable. However, I do say that somebody is culpable. Perhaps the decision was made without the Minister's cognisance.

When the Minister replied, he gave statistics for the area and they showed the paucity of population and also the limited production. Absentee landlords do not contribute to the numbers of population, nor do they contribute to production figures. If there were 12 farms available with 12 families working them, the population would increase considerably. But if a person lives in Kansas he makes no contribution whatsoever to the population figures. Absentee landlords never constitute an increase to the population.

The member for Perth spoke tonight in typically legalistic jargon.

Mr. Bovell: He made a brilliant speech tonight.

Mr. FLETCHER: The member for Perth tried to justify the abrogation of the Esperance lands agreement through deputising the responsibility of the Esperance Land and Development Company to carry out improvements. These improvements should not be deputised, nor should the company make them the responsibility of the person who purchases the land. They should be carried out, in conformity with the agreement, prior to the disposal of the land. That an agreement can be abrogated at will by the Esperance Land and Development Company is another ground for an inquiry.

Mr. Durack: The power is in the agreement.

Mr. FLETCHER: There was an obligation upon the company to develop the land in the manner outlined prior to purchase. However, this responsibility was subsequently delegated to somebody else.

I submit that this is legally dubious behaviour or, perhaps misbehaviour. The member for Perth will concede that something can be legally correct, but morally it can smell. The circumstances surrounding this matter are such as justify an inquiry, not only into the matters which have been so capably mentioned by the Leader of the Opposition, but into ways and means of settling our own people on land in the Esperance area.

I have already mentioned the injustice of subdivisions which can be established for $3,000 and sold for $19,600. I will not detain members further, but I wish to stress that I fervently believe that an inquiry is justified for the reasons I have outlined. I will leave it to other members who are more capable than I to present a case on such matters. I consider that what has taken place is morally wrong, and I most strongly support the motion.

MR. BRAND (Greenough—Premier) [8.11 p.m.]: It is not my intention to run the course again, because I believe that members on both sides of the House have outlined the history of the agreement reasonably well. I think it was the Minister for Lands himself who said that no land development scheme has been perfect. I would imagine that the Esperance development scheme is no exception.

I assume that in every State where development schemes of this nature are undertaken, there is evidence of goodwill and support at the beginning of the scheme, but as it develops, and the land becomes more valuable and the area more attractive, there are always many people who say, "I wish I had been in that." Then they proceed to find some fault with the system because they, and others, are not participating in something which has developed into a fairly reasonable investment.

I well recall the period when the then Minister for Lands (Mr. Hoar) introduced the subject into this Chamber. To cut a long story short, the Government's efforts to obtain some sort of agreement with Mr. Chase, who alleged he had certain backing, was a good one. For years I heard members, and particularly the late Mr. Nulsen, say in the House that they believed the Esperance area was a huge region which could be developed and become quite a profitable primary-producing province. At that time we had some evidence of the potential of the area as a result of the research station which was established during the administration of the previous Government. However, even then the the information was not very decisive.

I want to say right now that Allen Chase and the efforts which were made at the time by the Government put Esperance on the map. In fact, it gave a great deal of publicity to Western Australia. The land prospects of Western Australia were in the news right throughout the free world. However, it is also well known that the Land Act was amended in one main principle to lift the limitation of land which any one person could hold. This was done in order that the development scheme could go forward.

It was recognised that if a man owned 5,000 acres, it might well prove an uneconomic proposition. As a result, power was given to the Minister to enable him to agree to a larger area. For reasons which we all know, the Americans and those who were interested in the agreement did not follow local experience. I recall going to Esperance myself and being told by a certain agrostologist and adviser of the prospects of producing hundreds of thousands of apricots and thousands of acres of oranges. It was a very bright picture, but nothing much happened; and I do not think we blame anybody. We do not blame the Minister for Agriculture at that time, because the money was not available to develop this country, and even now light land requires a great deal of development over a period of years to build up the soil, and if superphosphate and trace elements are used a large sum of money is required.

I believe that not only those associated with the project, but also others, did not follow the local farming experience. I believe the idea held by Mr. Chase that certain taxation rebates granted by the American Government would encourage people to take up land in the Esperance district did not eventuate, and people did not come forward to take up the land. Whatever the reason, the scheme did not go forward, because of the experience to which I have referred.

As occasionally happens during an election, this issue was raised and it was of great interest to the public. We on this side of the House said that if we were returned we would renegotiate the agreement, or make some effort to get the scheme under way. However, after we were returned we found that this task was not so easy, because implicit in the agreement was the power to assign held by Mr. Chase and those associated with him, and I think the Minister has pointed out that if he wished to assign, the authority would not be withheld. We are talking about the principles of the agreement, and it was made clear that the Government of the day, under the agreement, would not withhold the authority unnecessarily if reasonable arrangements could be made by Mr. Chase to assign the land.

Mr. Davies: For 12 months?

Mr. BRAND: Whatever the period was at that time.

Mr. Bovell: Twelve months after the notice of termination.

Mr. BRAND: As it happened, Mr. Chase finally was able to assign some of his land to the new Chase syndicate headed by the Chase Manhattan Bank and a number of other American factors. I recall, too, that following the changed conditions and the new authority taking over, great difficulty was experienced in selling the land. The new authority was certainly right up against it in interesting people who had the necessary money to develop the land. This was because of the high cost of effecting improvements such as clearing, grassing, fencing, and the like, and interested persons with a normal income could not find the necessary capital, and if they did find sufficient cash to carry out the improvements on the land they would have nothing left over with which to carry it on. So it was agreed generally that the company, to enable each individual owner to do the work himself and gain the advantage of any taxation rebates, would not effect the improvements. A number of farms have been developed in that way by the owners, with the assistance of their families.

Mr. Davies: Was this provided for in the agreement, or does it need to be renegotiated?

Mr. BRAND: I think it was pointed out this evening that arrangements were entered into. In any case, it seems that the principle laid down and the objects

of the whole arrangement were to get people onto farms of varying acreages. It did not matter if 1,000 acres were cleared or partly fenced, so long as the owner intended to go on and improve his farm.

Mr. Jamieson: Why didn't the agreement say that?

Mr. BRAND: The agreement had been drawn up originally, and in our discussions and during the renegotiations with the people who came to Western Australia to take over the land, improvements to the agreement were made so that we could renegotiate with them to get this scheme under way; because it cannot be denied that at that time, even after we renegotiated the agreement, there was not a great deal of enthusiasm for the rapid development of the area.

Mr. Davies: That was understandable after one syndicate had failed.

Mr. BRAND: That is so. Just as this Parliament was anxious for the Government of the day to develop the Esperance area, and allowed a fairly loose agreement to pass through the House, so the same attitude was adopted at that time in an endeavour to carry the scheme forward; because I am sure everybody was anxious —the Government, the Opposition, and the community at large—to see the millions of acres being developed.

So the whole area began to get under way, with the result it became a very attractive region. There were indications that more sheep to the acre could be carried than was ever anticipated and, as I said at the beginning, those people who had not come forward when they could have done so began to say, "I wish I had been in this." Areas which exceeded the maximum acreage laid down were granted to a number of people during the period of the previous Government. This was land which had been passed over, but the agreement entered into by the Minister for Lands at that time seemed to indicate to me that those people obtained their land in accordance with the principles of the law, but because the present Minister for Lands has followed that line, suddenly it seems to have become a wrongful action.

Of course, this has been the issue, and I consider the present Minister for Lands has followed his predecessors in an effort to make the agreement work and to have the area developed. As has already been said here this evening, he has adhered to the general attitude of Ministers for Lands who have administered this legislation right from the inception. I believe it is because of the administration and the attitude of the present Minister for Lands that we see a very live community already in existence at Esperance, and a region which is actually producing wealth for this State and this country.

I think we have to accept the fact that when we enter into an agreement, or make amendments to it, we should adhere to them, and we cannot have it both ways. But suddenly the land becomes of greater value than we have ever anticipated, and when it is producing much more than we anticipated we suddenly cannot say, "This agreement is not being adhered to in principle, or this agreement is not being adhered to in spirit," whatever that spirit means.

Mr. Davies: The agreement has been in operation for several years.

Mr. BRAND: If the member for Victoria Park wants an answer to that interjection, I point out that it goes right back to the time of his Government, and if it was right then, it is right now.

Mr. Davies: You have missed the point; it was renegotiated in 1960.

Mr. BRAND: I have not missed the point. This Government's approach to the agreement was such that it was looking for the best way to get the scheme under way under the terms of the agreement. That was the position, and we cannot now suddenly say that because the scheme has been a success we should change it.

Mr. Davies: There has not been the slightest hint of that.

Mr. BRAND: Do not talk nonsense! That has been suggested in several ways. Anyway, I stand here this evening and say I have absolute confidence in the Minister for Lands and everything he has done; not a shred of evidence has been submitted to indicate otherwise.

Mr. Graham: You sound like Holt in support of Howson.

Mr. BRAND: Of course, this is an absolutely non-political debate!

Mr. Davies: Who said that?

Mr. BRAND: Who said that?

Mr. Davies: Henry III.

Mr. Graham: Your crowd make politics even out of Joint House Committee meetings!

Mr. BRAND: That is a subject for another discussion. These matters become party political from time to time, but members please themselves on such occasions. The fact remains that the Minister for Lands, acting under some difficulty, has administered this Act honestly and he has discharged his responsibilities to the general satisfaction, I believe, of everybody concerned. As a result we have a region which can boast of a deep-water port, a superphosphate works, and a growing township. I think this was the objective of all those people who originally supported the Labor Government in its efforts to establish and develop that area to give encouragement to the people of Esperance.

In the long run this is what has been achieved, and for the life of me, whilst agreeing that always there are some prob-

lems associated with land development, not the slightest shred of evidence has been brought here to warrant the appointment of a Royal Commission. The Leader of the Opposition, who usually starts off with a real burst by making overrated statements, said, "It is a very serious thing to move for a Royal Commission" as if he did not know it was serious enough to move for a Royal Commission. Therefore, I oppose any move for such an inquiry.

If there has been any issue in doubt I believe it has been thoroughly aired and has had great publicity. Questions have been asked on the subject and the answers have been given freely and, as far as I know, without any reservation or desire to conceal any information available to the Government and to its departments.

MR. COURT (Nedlands—Minister for Industrial Development) [8.28 p.m.]: In view of the fact that I have been referred to as one of the three Ministers who allegedly refused to answer a question, or did not answer it frankly enough, I feel an obligation to make some comment on this point, because I consider the Opposition has attempted to scrape the bottom of the barrel to create some political nonsense out of this issue.

Mr. Graham: Here it comes!

Mr. COURT: It is important we should return to the original question which was asked on the 5th October, and, I emphasise, asked without notice. The question at that time was asked of the Minister for Lands and he answered it in accordance with what he considered the position to be at that particular time. I emphasise once again that this question was asked without notice. It has been implied that the answers given were not in accordance with the answers that appeared in *Hansard*, and it is important that members study the answers given on the 5th October together with the answers given on the 10th October. One of the questions asked on the 10th October was—

> Was he present at a conference with representatives of Geo. Fielder & Co. following the refusal of Fielder's original application . . . ?

I think this was cleared up very effectively on the 10th October by the Minister for Lands, the Minister for Agriculture, and myself who all answered in accordance with the circumstances of the situation.

There was no attempt by anyone to evade the issue that the meeting was held. Why should we? All the circumstances point to the fact that it was a very scratchy sort of meeting, as was explained by Mr. Regan in his very frank, and I think, accurate Press comment. It was a scratchy meeting because we were on the eve of the termination of the sitting. I think the Minister for Lands and the Minister for Agriculture went out of their way to make an effort to hear Mr. Regan's approach to this problem.

It is important that this Chamber should know why there had been negotiations with George Fielder and Co. in respect of this land. I want to make it clear that my department—the Department of Industrial Development—and not the Minister for Lands initiated these discussions when approached by the company with a proposition for the establishment of a very important industry on conditions which I, personally, felt were very satisfactory to the State, to the district, and to the farmers.

I want to say quite categorically—because it was unfair to imply that this was the province, the problem, or the work of the Minister for Lands—that I felt this was an industry which would be important to the district. It is a district which is always screaming out to me for industry; it is always wanting new industries.

The industry that was proposed by George Fielder and Co. went far beyond this question of cultivating a particular type of seed; it went into the prospect of a very important industry for the export, not only of seed but of some prepared foods for which we considered there was a strong market, particularly in South America.

Mr. Davies: That is very desirable.

Mr. COURT: This sort of thing cannot be done unless it is done on a large scale, with large capital investment. The Minister for Lands is most punctilious in the administration of his portfolio. I know this to be true, because I have to keep going to him on matters related to land, probably more than anyone else has occasion to do. The Minister for Lands was very proper in his approach, and he pointed out the limitations of the agreement. This had to be accepted.

Mr. Regan was quite within his rights to confer with the Ministers so that he could explain the position. It was a very scratchy meeting, because we were in the closing hours of the session. Nevertheless, an opportunity was given to him to speak to the Ministers and explain why this was important, and why he wanted this extra land. At that time it would have been impossible to bring down any ratifying legislation to make a total or composite agreement by which this could have been ratified independently of the Esperance land agreement; because this meeting took place, if I remember correctly, on the night before Parliament closed.

The attitude of the Minister and the attitude of his department to the administration of this agreement was explained forcibly. Without any prompting from the Opposition, or from the Government, Mr. Regan has come out in a very frank way and recorded just how this meeting was conducted. What action was taken by the company outside this meeting is its own affair. It is a fact that the Government refused its request and Mr. Regan admits

that we refused the request. Once we refused his request, we could not negotiate and sign an agreement which provided strong protection in respect of the prices the farmers could be charged for varying types of seeds. I mention that for the benefit of the member for Fremantle, who seems to think that somebody is out to rob somebody else.

When we could not give this industry the land it sought, we could not expect the other very exacting conditions that would have gone with the agreement. As has been disclosed since, the company made its own arrangements.

Mr. Graham: I thought you were going to tell us about the three missing memories.

Mr. COURT: I will if the honourable member wishes me to.

Mr. Graham: I thought you were setting out the reason for the three of you having a mental blank.

Mr. COURT: There was no mental blank.

Mr. Graham: None of you could remember having attended a meeting.

Mr. COURT: I did not want to waste the time of the House on this matter, but if the honourable member desires I will read the questions and answers. The member for Boulder-Eyre asked the following question without notice:—

> Did a conference at which he was present take place following the refusal of Fielders' original application for 20,000 acres of land at Esperance? If "Yes," what interests were represented at the conference?

This was asked of the Minister for Lands, and the Minister replied—

> I do not know to what conference the honourable member is referring.

That is fair enough. The answer continues—

> I have no recollection of the incident or the conference. If the honourable member will place details on the notice paper I will have the position examined.

There was no attempt at evasion, and there was no refusal to answer. The Minister's answer continues—

> The question is brief indeed; and I do not know to what conference the honourable member is referring. I hold many conferences, but cannot recall this particular one.
>
> If the honourable member will place his question on the notice paper, I will have all the records examined to see whether I can give him an answer.

He then asked the same question of the Minister for Agriculture.

Mr. Jamieson: Who do you think you are—Peter Howson?

Mr. COURT: How silly and childish can one get! The Minister for Agriculture replied—

> I am in the same position as the Minister for Lands. At this stage I do not recall having a conference with reference to the point made by the honourable member. However—

And this is pertinent—

> —if he would place his question on the notice paper I will certainly have the information made available.

That there was no refusal or resistance at all is borne out by the answer given in the most frank manner by all the Ministers on the 10th October. There was an interjection by the Deputy Leader of the Opposition at this stage and the Minister continued—

> If there is any information available in answer to the question, I will be quite happy to make it available.

Again there was no resistance. The honourable member then asked me the same question and I replied—

> I suppose all Ministers are going to be subjected in turn to what appears to be an interrogation.

At this stage the Speaker had something to say, after which I continued as follows:—

> I do not know to which conference the honourable member has referred; and like my colleagues, if he will place the details on the notice paper, I will be only too pleased to obtain an answer.

On the 10th October the honourable member was given the answer, but it was not the answer he expected, or wanted.

Mr. Moir: How do you know?

Mr. COURT: One gets a little knowledgeable in this place as to what is sought by questions and this was not the answer the honourable member sought. On the 10th October we had the answers given by the Minister for Lands, who replied at some length that—

> There was no conference following the refusal of the company's application, but prior to the refusal—

This is the important thing for which no-one seems to give any credit—

> —there was informal discussion—

and it was certainly informal—

> —on the 24th November, 1966, at Parliament House between the Cabinet subcommittee and Mr. J. B. Regan of Geo. Fielder and Co. Ltd. and the company's solicitor.

He then went on to give details as to why the conference was held. The honourable member then asked the Minister for Agriculture whether he was present at the conference and the Minister replied—

> I was present at an informal discussion on the 24th November, 1966, at which the company and its solicitors were represented.

> This was not after refusal of the company's application. As to the best of my knowledge, there was no conference after the refusal.

That is factual. The question was then asked of me, and I said—

> I cannot recall attending any conference following refusal of Fielder's application but I was present at an informal discussion on the 24th November, 1966, before the refusal.
>
> The company's solicitor was also present.

It was the decision of the Government at the time that it would not depart from the way in which the agreement had been interpreted by the Minister, and therefore we were not prepared to give Fielders this piece of land which could have been tied to this industry with all the obligations to the industry.

We could not have it both ways, so the Government at that point dropped out, and the company made its own arrangements, which it was subsequently quite frank in making public.

I would be remiss if I did not remind these members who were here when Mr. Hoar introduced his legislation in this Parliament in connection with the 5,000-acre limit. I have no hesitation in saying that I supported the proposition put forward by the Government, because I believed then, as I believe now, that if we want to get development in this country—and it is not always easy—we must be prepared to trust somebody to come in and do the job.

It is ironical when we sit here in 1967 and hear the carping criticism we get from the Opposition about these carefully-drawn agreements which we present to Parliament, and when we recall the occasion when approval was sought to remove the 5,000-acre limit. It was not lifted to 10,000 or 15,000 acres, it was a blank cheque; because it was made clear to the members of the Opposition that if we dilly-dallied we might lose this opportunity. I believe that Parliament and the Government made the right decision.

I have never criticised the Labor Party for what it did then. It was one of the boldest and best things it ever achieved. Had there not been a break-through at that time—whatever the failings of Mr. Chase in the months that followed, and they are unimportant in the history of the project—it may have been 20 years before Esperance really got going.

This is something the people of Esperance do not want to forget or leave out, whether it was done by a Liberal-Country Party Government or by a Labor Government. This is what we have been trying to get through to the public and to Parliament in connection with the negotiations we have attempted in respect of minerals. If we want people to spend money and take risks, we must give them an opportunity. Mistakes will be made, and history will record things that could have been done better; but it is always the fellow with hindsight—the chap who has the experience of others—who can tell us how we can do things better; but he rarely gives credit to the people who had the courage and initiative to take the action.

It is ironical that the Opposition should have the effrontery to bring this forward, particularly when we review its administration up to 1959. People not living in Australia—and this seems to be a sore point with the member for Fremantle—but living outside Australia were given large tracts of land, and I do not object to that; but if anyone has been to Esperance recently—and I wonder how many members of the Opposition have been there recently—

Mr. Graham: We do not get free plane rides, or free chauffeur-driven cars as you do.

Mr. COURT:—and seen some of the magnificent development that has taken place on some of the farms, I feel sure he would not only be very pleasantly surprised but, if he were a member of the Opposition, he would be justified in boasting that it was his Government that was responsible for this development. The development there is magnificent, particularly in the standard of the cattle and the sheep—it is years ahead of what otherwise would be the case. This is only due to the fact that people with money were prepared to employ young capable, and vigorous Australians to carry out this development.

We would be branded a hick State, if we continued in this vein and decried the efforts of others because they happened to succeed and reap the reward of the work they had done. There is too great a tendency for some people to say, "Why should they get it, why shouldn't we?"

Mr. Graham: You are internationally famous for being a knocker. You were quoted in the U.K. as a knocker; sending messages to foreign countries against your own State.

Mr. COURT: We have had the Deputy Leader of the Opposition on this time and time again. I well remember letters from the then Premier that appeared in the London papers when the then Deputy Premier, now the Leader of the Opposition, was trying to woo industry. I well remember them; and I would not like to have been the Deputy Premier at that time. However, that is not the object of the exercise tonight.

Mr. Graham: You can make it so whenever you like.

Mr. COURT: If one wishes to criticise the administration one criticises the pattern of administration which was set be-

fore 1959, when large areas were made available to people on a freehold basis without development. I come back to my point which has great significance: It is not what those people got the land for, it is what they did with it in terms of development and the benefits to this State of ours.

Criticism of the alleged failure of the Government to renegotiate this amendment has been voiced by the Opposition. I say here and now that the job of renegotiation carried out by the Minister for Lands at that time was a magnificent effort. I know how difficult it is to negotiate an agreement when one has everything against one in a legal document.

If members read the assignment clause, they will see there is no ground for refusing an assignment of this agreement if the person who presents himself as the assignee is a person of repute, both financially and otherwise; and the people who were presented to the Minister were people of undoubted repute, both financially and in their basic business morals.

Mr. Jamieson: That is standard agreement practice.

Mr. COURT: What is the honourable member complaining about? The Minister for Lands was able to negotiate with the parties concerned for the release of a prodigious amount of land; and if he had not renegotiated this agreement in such a skilful way, hundreds of thousands of acres would have been denied the State for allocation in the normal way.

Members of the Opposition should look at the "Y" attachment to the agreement that was brought to this Parliament by the Minister for Lands. I think we should record these acreages because they seem to have been conveniently forgotten. This land has been released for development by those people about whom the member for Fremantle was so concerned.

Mr. Fletcher: They made $16,000 profit.

Mr. COURT: The honourable member does not know what he is talking about, because he has not read attachment "Y" to the agreement. It is not land developed by Mr. Chase or his successors, but land made available for the State to develop in the ordinary conditional purchase way, thrown open for selection through the land board.

Mr. Fletcher: That is not the agreement I was discussing.

Mr. COURT: The honourable member must have forgotten to read the right agreement. We are discussing the one now affected as the result of a renegotiation by the present Government that has been so much complained about, and a negotiation undertaken by the Minister for Lands.

Mr. Fletcher: I quoted figures that had been quoted by the Minister.

Mr. COURT: I am quoting figures from the legal document ratified by this Parliament. They are not the Minister's figures; they are the official and legal figures.

In the eastern area, the area under option, bordered green, is 1,018,000 acres; the area held by Esperance Plains Pty. Ltd. and hachured green is 61,536 acres; the area under permit to occupy, hachured yellow, is 48,400 acres. Listen to this: The area released from option prior to the 20th April, 1960, hachured red, is 226,519 acres; the area released on and after the 20th April, 1960, hachured blue, is 54,850 acres; and the balance of the area available, uncoloured, is 626,695 acres. In the western area, the area under option, bordered green and ex-reserve, is about 963,000 acres; the area released—I emphasise this—prior to the 20th April, 1960, hachured red, is 50,000 acres; and the area on the 20th April, 1960, hachured blue, was about 123,000 acres; and the balance of the area available, uncoloured, is 790,000 acres.

If that is not a remarkable piece of negotiation with all of the legal cards loaded against one, I do not know what is. I do not know how the Minister managed to do it. All the company had to do was say, "Here is our assignee who is a person of repute. Here are the references as to his financial standing, which is beyond doubt." No-one in this Chamber has questioned that. The company could say, "We want to assign it," and could have insisted on the agreement, not only in regard to the land, but everything that goes with it.

There is another day to come under this agreement; that is, the day when we have to develop certain other lands on the foreshore. I forget the name of the area concerned, but it is a large area of some 10,000 acres. I think it could easily prove to be a valuable urban type area, not only for local benefit, but for tourist and other development. It is a real playground if ever there was one, because it is in a most attractive area in a wonderful setting. This, of course, is all provided for in this particular agreement. I do not object to that either, because at the time we accepted this provision in the agreement without serious question. Some members did complain when they had a chance to look at the agreement; but I acknowledge that when this type of agreement is negotiated, one has to allow for a certain amount of freedom and looseness so that it will function smoothly in the future.

For an Opposition that was the Government which negotiated an agreement as loose as this one—I do not criticise that Government so far as the legal language is concerned—to then turn around and try to question in detail the administration of a Minister for Lands and a Government that have, within the terms of the agreement, achieved development, is nothing short of rank, political hypocrisy.

MR. TONKIN (Melville—Leader of the Opposition) [8.53 p.m.]: For the first time this session we have had the intervention of the Premier, his senior Minister, and another Minister in a debate. That emphasises to my mind the fact that the Government is aware of the very wide criticism and dissatisfaction which exists, not only in Esperance but in other parts of the State, and it has even been mentioned in other parts of Australia, such information having been conveyed to me by persons who have come to Western Australia and who have heard this talk in Canberra, in Melbourne, and in Sydney.

The Opposition did not move in connection with this matter when it first heard of the dissatisfaction; it moved because of persistent complaints that the people were not satisfied. I have here a letter dated the 9th October, 1967, which, of course, was written after this motion was launched. The letter is from the Esperance & District Seed Producers Association of Gibson, and is addressed to Mr. Moir, Parliament House, Perth. It reads as follows:—

> The association wish to express their appreciation for your efforts in bringing the malpractices of the Esperance Land and Development Company and the George Fielder affair to the notice of the Government and the public.
>
> Once again thanking you.

The fact that we have had the Premier and two of his Ministers speak in this debate shows that we have brought it to the notice of the Government and, what is more, the Government has taken some notice of it.

I think the Premier was very fair in his analysis of the situation. I do not agree with some of the opinions he expressed; and I will show why a little later. However, I cannot complain in any shape or form about his attitude to this matter, but I have come to the conclusion that he was not fully aware of the basic reasons for the Opposition's complaint. I propose to deal with certain of the observations of the Minister for Industrial Development and the member for Perth, as I proceed with my argument, and I will answer some of the points with which I violently disagree, particularly the ability of the company to assign. I have an entirely different view of this matter, as I shall endeavour to establish.

I thought the speech by the Minister for Lands was a remarkable one—remarkable more for what it did not have in it than for what it did. I would remind you, Mr. Speaker, that the Minister's speech was prepared before he came to the House and heard the case; and, of course, under those circumstances, there was no attempt to meet a clash of opinion or to rebut the case of the Opposition. It resolved itself into a statement on the part of the Minister and, for the most part, as a protest against his injured pride. Members can search in vain to find any utterance of mine or of the member for Boulder-Eyre which in any way impugned the honesty of the Minister for Lands. Not a single utterance can be so characterised. It is true what we said was a criticism of the administration, but not in one syllable was his integrity questioned, nor is it now.

Mr. Bovell: Thank you, for that.

Mr. TONKIN: The Minister gave as his explanation for coming here with a written reply that he wanted to be completely accurate. I want to say that he never achieved that objective.

Mr. Brand: There are lots of speeches made here like that.

Mr. Graham: The Premier should know —the voice of authority.

Mr. TONKIN: It was a very laudable objective and one which I would applaud every time, but the Minister fell far short of achieving it; and I shall demonstrate the inaccuracies in order to justify that statement.

What amused me and in no way angered me was the Minister's charge of colossal effrontery, audacity, and impertinence on the part of myself and the member for Boulder-Eyre. That is extravagant language, if one ever heard it.

Mr. Graham: He had been tutored by the Minister for Industrial Development.

Mr. TONKIN: The Minister said this, and I guarantee it is verbatim—

> When the Labor Government went out of office there had virtually been no development in this area and no action had been taken to terminate the agreement.

That is what the Minister said. Let us see how accurate this was. I quote from the current *Hansard* of the 18th October, page 1487. The Minister's statement is as follows:—

> That means that the original person —Allen Chase—did not develop any of this land—

If we look at page 1486, we find the following:—

> The Crown Law Department had advised the Government that if the original company or its assignees spent a few thousand pounds on the development of Neridup Location 12 before the end of December, 1960, the default made by the original company would be remedied.

So it had done so much to comply with the requirements of the agreement, in connection with expenditure, that it required only a few more thousand pounds to be spent before December to remedy the default. Does that prove that there had

been no development in the area? What did the company spend its money on? Is it not a fact that the ground was ploughed and seeded, but because local knowledge was not availed of, the result was disappointing? Was that due to any failure on the part of the Chase syndicate to spend the money or to attempt to develop the pasture? Did that justify the Minister's statement that there had been virtually no development in the area? Of course it did not. The Minister went on as follows:—

> I say quite firmly that any transactions made during the term of office of the present Government have been made in accordance with the provisions of the agreement.

Then, the Minister went on to say—

> It is a definite statement.

I say, just as definitely, that is not true. Let us look into this scratchy meeting—so described by the Minister for Industrial Development—which took place at Parliament House. What was first thought to be a meeting of a Cabinet subcommittee subsequently developed into an informal gathering. But there was a great reluctance to tell us anything about it, and I suggest that if the Minister had not realised we were in possession of certain information we would have heard scarcely anything about it.

The Minister for Industrial Development was helpful enough to admit that Mr. Regan's report of this meeting was accurate. So I suppose there is no need to argue about that. All we need do is to see what Mr. Regan reported and accept it as the truth.

I will quote from *The West Australian* of the 6th October. I suppose that if Mr. Regan was accurate in his description of the meeting, he was also accurate in his description of dummies. The article is as follows:—

> Dummies Paid, Says Fielders Chairman
>
> The chairman of directors of George Fielder and Co., Mr. J. B. Regan, said in Tamworth, N.S.W., last night that eight blocks of land had been bought at Esperance by people willing to sell them to Fielders.
>
> The buyers were paid $100 each or perhaps $100 a year—

And our information is that it was $100 a year. To continue—

> —each till the land titles could be processed and the land bought by Fielders.
>
> No title deeds have been received yet, he said.
>
> Mr. Regan would not say who the buyers were, but two or three, or perhaps more were now working for the company in Perth.
>
> He recalled a meeting in Parliament House last October or November with Mr. Court, Mr. Nalder and Mr. Bovell.
>
> Mr. Court was only present for a brief time.
>
> Mr. Regan said he would not describe the meeting as a cabinet subcommittee conference. It was an accidental meeting after several meetings with Lands Department undersecretary C. R. Gibson, and it was informal.

I would like to comment here, in the midst of this quotation, that it is a strange sort of scratchy meeting which takes place at Parliament House and is attended by three Ministers and by the solicitor who represented both the Esperance Land and Development Company and George Fielder & Co.

Mr. Hall: It was a remarkable coincidence.

Mr. TONKIN: I would venture to suggest that such a scratchy meeting would not be likely to occur more than once in 100 years; that the parties concerned should be wandering around Parliament House and suddenly run into the three Ministers with whom they were concerned, and that it should be possible to hold a meeting the day before Parliament was to rise.

Mr. Bovell: I met a gentleman here today who was asking where your office was. You probably did not know he was here, but he came in through the back door.

Mr. TONKIN: Did he bring a solicitor with him?

Mr. Bovell: People are entitled to come to Parliament House to meet members.

The SPEAKER: Order!

Mr. TONKIN: To proceed with the accurate account—

> The ministers told him that additional land could not be bought by the company.
>
> "We then talked on and on and round and round," Mr. Regan said.
>
> "When I came away from the meeting, I said to myself that anyone could buy the land at Esperance."

That was the conclusion reached by Mr. Regan.

Mr. Court: He said that himself; do not forget that.

Mr. TONKIN: After this discussion, round and round, with the Ministers and the solicitor—a discussion which took place at this scratchy informal meeting, round and round and on and on—he came to the conclusion, and came away with this impression in his mind, that anyone could buy land at Esperance. As it turned out, it looks as though he was right. The accurate account goes on—

> "They had tried to tell me that people had to live on the blocks, but I had been to Esperance and I knew this was not being done."

So do a lot of other people know that is not being done, and that is one of the causes of the complaint. Mr. Regan went on—

> He said it was not suggested to him at the meeting that other people should buy the land for the company. The ministers had been correct and upright in their dealings.
>
> "I was impressed with their sincerity," Mr. Regan said.
>
> "They kept quoting the Esperance Land Development Act to me and said it was not possible that Fielders could buy 20,000 acres.
>
> "I kept trying to argue them down, but I was not successful, and I thought it was typical of politicians."
>
> After the meeting he had suggested to someone else that land could be bought for Fielders.
>
> He would not say who that person was.
>
> Later he received a phone call from Perth with a message that eight blocks would be available for the company and people were available who were willing to sign for them.

In other words, in a very short time the company had been successful in locating eight dummies.

Mr. Graham: It got some good ideas from that meeting.

Mr. Court: He says he did not get very far at the meeting.

Mr. Graham: He came away with a lot of ideas.

Mr. Court: There is a complete vindication.

Mr. TONKIN: Very shortly, after this meeting at which they talked on and on and round and round, an officer from the Department of Agriculture—whose name I can mention if necessary—interviewed certain employees and succeeded in inducing them to be dummies.

I ask: What about the other applicants for this land which was advertised for sale? What chances did they have of getting blocks at Esperance when the land was hand-picked for dummies? Surely if this land was to be properly allocated in accordance with the agreement, all those who wished to be considered for the blocks should have been consulted by this committee. But no! The land was allocated to the dummies. I thought I overheard the member for Avon ask the member for Perth if this land being sold by Esperance Land and Development Company was on a freehold basis? I thought I understood the member for Perth to say, "No."

Well, of course, if that is what took place, it was entirely incorrect because when the land was being offered for sale it was offered on a freehold basis. So the people who bought it would not be under the obligation to do what the Esperance Land and Development Company was obliged to do. I can find no power in this agreement which permits the Esperance Land and Development Company to assign its obligations to anybody, or to get rid of its obligations by selling the land.

The member for Perth, to my way of thinking, adopted an astonishing attitude for a scholar and a legal man of some experience.

Mr. W. Hegney: It is not the first time.

Mr. TONKIN: He quoted a section of the agreement to justify a claim he made that the company had the right to pass on its obligations to somebody else. When I asked him what the section which he quoted meant, he realised he was in trouble, and he gave a clever answer by saying, "It meant what it said."

However, it did not mean what he said, or what he tried to imply. Let us have a look at it. In the margin it says "Subcontracting." I will quote from clause 23 of the agreement. It is as follows:—

> Without affecting the liability of the parties under the provisions of this Agreement either party shall have the right from time to time to entrust to third parties the carrying out of any portion of the operations which it is authorised or obliged to carry out under this Agreement.

I ask you, Mr. Speaker, having regard to the education of the member for Perth, and to his experience, whether you think he was unwittingly or deliberately misleading the House when he made that statement? I make no pronouncement one way or the other; I leave it to the judgment of members.

That is a provision to permit of subcontracting so that the obligations of the party, in the first instance, may be carried out for him by somebody else, but without relieving him of his liability.

Mr. Durack: I constantly emphasised that the company's liability was not abrogated.

Mr. TONKIN: Under this agreement the obligation on the company is to put at least one-third of the land under pasture.

Mr. Fletcher: Did it do that?

Mr. TONKIN: But this land was offered on a freehold basis without that having been done and, being purchased on a freehold basis, the purchaser would be under no obligation whatever to anybody to meet the requirements of the agreement. So I repeat that the utterances of the member for Perth astonished me in the circumstances.

As have most speakers on the Government's side, the member for Perth endeavoured to establish that the agreement was loosely drawn; there was very little about it which could be enforced; and so the power was not there to make

the company do the things which it was intended it should do. During my lifetime I have listened to many court cases of one kind or another, because I have been interested in judgments, and quite often I have both heard and read of judges saying that where the law is not clear—where the Statute is not perfectly clear—the court has to look behind the wording and say what is the real intention of the Statute. The court then delivers a judgment in accordance with the wording of the Statute and what it believes is the intention of the Legislature. So if in a Statute the Legislature states its intention, surely that must have the full force of the law.

Mr. Fletcher: Hear, hear!

Mr. TONKIN: Now let us see whether the statement of the Minister and the member for Perth can be borne out. I quote from clause 12 of the agreement—

> The company shall:—

That is completely obligatory; there is no room for the company to use its initiative or choice. The clause says, "The company shall" and then it goes on—

> (a) endeavour where possible to settle the said land with people from the Commonwealth of Australia and the United States of America and if necessary from European countries
>
> (b) if possible ensure that at least fifty per cent. of such settlers are from the Commonwealth of Australia
>
> (c) confer on the selection of settlers with a committee appointed by the State for that purpose the intention being that not more than one holding shall be allotted to any one person

Mr. Fletcher: That was the substance of my argument.

Mr. TONKIN: The member for Perth says that gives no power to enforce the provision of one block for one person.

Mr. Court: Neither it does. Every one of those subparagraphs is as weak as can be.

Mr. TONKIN: That is what you think!

Mr. Court: I am telling you from considerable experience.

Mr. TONKIN: The clause starts by saying, "The company shall."

Mr. Court: But then it says, "endeavour."

Mr. TONKIN: It says, "The company shall confer in the selection of settlers."

Mr. Court: Confer!

Mr. TONKIN: It says, "shall confer."

Mr. Court: Say they don't agree.

Mr. TONKIN: Having done that—

Mr. Court: Say they confer and they do not agree.

Mr. TONKIN: Never mind about the ifs and buts. If the law says that the company shall confer, and it neglects to do so, in my opinion it has not complied with the law. If that is not so, what is the purpose in saying that the company shall confer with a committee appointed by the State in the selection of settlers?

This Government appointed a committee. For what reason? To go through the motions or to comply with the law? It was appointed by the State for the purpose of conferring in the selection of settlers—for the purpose of enabling the company to confer, the intention being that no more than one holding should be allotted to any one person.

Who can say that the intention of the Legislature was not that there should be a conference between the company and this special committee, and that at this conference the intention was to allot one block to one person? I tell the Minister that if the conference did not so hold then the spirit and intention of the Statute was not borne out. But no attempt whatever has been made to observe that provision in the agreement; and that cannot be denied.

The next important point that we have to establish is in connection with the work that was supposed to have been done. Under the original agreement made with the Labor Government it was provided that 50 per cent. of each holding was to be under pasture; but under the new agreement that was reduced to 33⅓ per cent., with a minimum of 700 acres. I ask you, Mr. Speaker, whether you believe, in view of that requirement, that the selling of blocks with less than 700 acres of pasture was in compliance with the agreement.

Mr. Court: How did people get 19,000 and 15,000 acres under your Government, without any development, if this was so important?

Mr. TONKIN: I will come to that in due course and explain it. If we look at page 1491 of the current *Hansard* we find this utterance of the Minister for Lands—

> The properties had been sold and it was not until the questions were asked by the member for Boulder-Eyre that I was aware of those to whom they were sold—

So the Minister did not even know whether there had been a conference or not; and if there had been a conference he was unaware of the persons to whom the land was allotted. The Minister then went on to say—

> —because it is not the responsibility of the Minister to know—

I would want to know. I would want to know whether a conference with this

special committee which had been appointed had taken place in regard to the selection of settlers. But the Minister's view is that it was not his responsibility to know. He then went on—

> —and also, it is not the responsibility under the agreement for the company to advise the committee.

Is not that the most remarkable statement one could make in view of the Statute! That is the same as saying that black is white. Let me read it again—

> —and also, it is not the responsibility under the agreement for the company to advise the committee.

According to the Minister the company had no obligation to tell the committee the names of the settlers to whom it was selling the land. Yet under the agreement it says the company shall confer with the committee.

How on earth can the company confer with the committee without telling the members of that committee the names of the persons who were to get land? It is utter nonsense. If that is the attitude of the Minister and the Government to this matter of responsibility, then a charge of irresponsibility can be well established. Here is a Minister in charge of a department in connection with which a committee is set up for a special purpose to confer on the selection of settlers, and the Minister says it is not the responsibility of the company to tell the committee anything. Well, if members can come to the same conclusion as the Minister, it leaves me mystified.

The Minister went further and said that the weakness in the provisions in the agreement was that they did not refer to any rate or nature of development. There was a specific statement in the Statute that at least 33⅓ per cent. should be under pasture. Yet the Minister says the weakness in the agreement is that it does not refer to any rate or nature of development. How the Minister reaches that conclusion is beyond me.

Let us have a look at clause 24 of the agreement—and the Minister made great play on this, because he claimed that under this the agreement could be varied in any way it was desired. The clause reads—

> Any obligation or right under the provisions of or any plan referred to in this Agreement may from time to time be cancelled added to varied or substituted by agreement in writing between the parties—

And this is the important part—

> —so long as such cancellation addition variation or substitution shall not constitute a material or substantial alteration of the obligations or rights of either party under this agreement.

Any variation at all, therefore, was to be controlled by that part of the Statute so that it should not be material or substantial; or, to put it another way, it was to be of a comparatively minor character.

The Minister, according to what he said in this House, considers that part of the Statute gives him the power to alter the agreement in any shape or form. I say that is just not true, and all acts of the Minister, in the belief that he has the power, were acts beyond his power, and they would not stand up in law.

In May, 1966, according to the newspapers, the Government agreed with the company that it need not lay down this minimum of 700 acres of pasture. I would regard that as a material and substantial departure from the agreement. It seems to me that one of the basic requirements of this agreement is that before any of this land is made available to settlers there should be pasture on it, to give them an opportunity to proceed with development; that they should live on the block; and that they should have 700 acres of pasture to help them to gain a living. It is my view that any alteration of this agreement which removes that obligation is a substantial and material variation, and is beyond the power of the Minister.

The SPEAKER: The Leader of the Opposition has another five minutes.

Mr. TONKIN: I consider that is where the Government erred in this matter, in not being able to get a proper interpretation of its own powers and of the obligations of the company under the agreement. The fact of the matter is all this was brought to a head, because a certain company had a scheme by which it wanted to plant a lot of clover seed. The idea was this seed would be planted overseas, and brought back to Australia. It had to be clean land, so that the seed could then be sown on this clean land; and in order to do this George Fielder & Co. wanted a large amount of land which it was not able to get under the terms of the agreement. As the company was determined to get the land to put the scheme into operation, it resorted to dummying to get around the Act. The Government connived with the company by not observing the provisions of the law that the company should confer with the committee.

That seems to be a fair deduction: that the Ministers, or some of them, were aware of what was going on, but took no steps to stop it. Generally, new pasture species are controlled by the herbage plant liaison committee which assesses performances and allocates the seed to farmers who are engaged in bulking up the quantities. In this instance a ton of uniwager clover seed was not given to the herbage plant liaison committee.

Because this scheme fell through, George Fielder & Co.—although it does not own any land there in its own name—has quite a substantial area under crop. I am

told it is engaged in farming 5,000 acres of wheat on land which had been prepared for uniwager clover pasture, by means of the device of utilising dummies for the purpose. The worst feature of all this is that the Government considers it is doing no wrong, and it is quite happy with the present situation. Therefore we can expect no correction of the position. I suggest that this justifies an inquiry in the interests of the State, in order that we may ascertain precisely what are the powers and what is being done, and in order that we may have recommendations for the future conduct on the part of the Government—whichever Government happens to be in power. I consider the motion is completely justified and I hope it will be carried by the House.

Mr. Court: Before you sit down, you were going to tell us about the freehold land given in such large quantities.

Mr. TONKIN: I have other matters also to which I intended to refer, but I was advised by the Speaker that I had only another five minutes. If the Minister will move for an extension of time I shall be happy to deal with the matter.

Mr. Court: We were just interested.

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

Ayes—17

Mr. Bickerton	Mr. Jamieson
Mr. Brady	Mr. Kelly
Mr. Davies	Mr. Moir
Mr. Evans	Mr. Norton
Mr. Fletcher	Mr. Sewell
Mr. Hall	Mr. Toms
Mr. Hawke	Mr. Tonkin
Mr. J. Hegney	Mr. May
Mr. W. Hegney	*(Teller)*

Noes—24

Mr. Bovell	Mr. McPharlin
Mr. Brand	Mr. Marshall
Mr. Burt	Mr. Mitchell
Mr. Court	Mr. Nalder
Mr. Craig	Mr. Nimmo
Mr. Dunn	Mr. O'Connor
Mr. Durack	Mr. O'Neil
Mr. Elliott	Mr. Runciman
Mr. Grayden	Mr. Rushton
Mr. Guthrie	Mr. Williams
Mr. Hutchinson	Mr. Young
Mr. Lewis	Mr. I. W. Manning
	(Teller)

Pairs

Ayes	Noes
Mr. Rhatigan	Mr. Crommelin
Mr. Curran	Mr. W. A. Manning
Mr. Rowberry	Dr. Henn
Mr. Graham	Mr. Gayfer

Question thus negatived.

Motion defeated.

TRAFFIC ACT AMENDMENT BILL

Second Reading

MR. CRAIG (Toodyay—Minister for Police) [9.43 p.m.]: I move—

That the Bill be now read a second time.

This Bill to amend the Traffic Act contains amendments that have been suggested or endorsed by those people concerned with the administration of the Act to assist in applying its various intentions and provisions.

Provision has been made to permit the mutually acceptable changeover of traffic control from a local authority to the Commissioner of Police, and the Bill lays down the financial basis of any such changeover. In effect, it provides that the Commissioner of Police shall pay into the Railway Crossing Protection Fund Account, as is the case now, one-half of the vehicle transfer fees collected by the local authority, and to the Consolidated Revenue Fund one-fourth of its base year sum. The other three-fourths of the base year sum will be paid to the local authority to be expended on road construction. Any amount in excess of the base year sum will be paid into the Central Road Trust Fund.

As to the metropolitan area, the commissioner will pay into the Metropolitan Traffic Trust Account all fees received by him. Out of this account, he will pay to any incoming local authority an amount equal to three-quarters of the local authority's base year sum, and one-quarter of the base year sum to the Consolidated Revenue Fund.

After allowing for this, he will set aside an amount equal to the aggregate of the base year sum of the metropolitan area and the base year sum of the Armadale-Kelmscott Shire—the latter was fixed before this shire came into the metropolitan area. I might explain that half of the shire had been in the metropolitan area for some considerable time, and it sought approval to transfer the remainder into the metropolitan area later. The commissioner will then charge that amount with the estimated cost of collection and administration.

He will then divide the balance into two equal parts, pay one part to the constituent local authorities—excluding any incoming local authorities—and to the King's Park Board, in such amounts as the Minister decides, and an amount equal to one-half of the transfer fees collected, to the Railway Crossing Protection Fund. The other part shall be paid into the Main Roads Trust Account. After making these payments, the balance of moneys above the base-year sum shall be paid to the Central Road Trust Fund.

In addition, amendments are also necessary to the sections of the Traffic Act dealing with the collection and distribution of vehicle and drivers' license fees in order to simplify the accounting procedures and complex provisions of these sections and to eliminate unnecessary duplication in the Traffic Act of expenditure procedures which are more correctly provided for in the Main Roads Act.

Sections 11 to 14A of the Traffic Act deal with the collection of motor vehicle license fees, the payment of a proportion of these funds into the Central Road Trust Fund to meet the matching money requirements of the Commonwealth Aid Roads Act, and the allocation of these funds to the Main Roads Department and the local authorities in this State.

Sections 14 and 14A of the Traffic Act provide that, after making the prescribed payments to local authorities, the moneys remaining are to be transferred to the Main Roads Trust Account. However, before these moneys can be allocated for expenditure by the Commissioner of Main Roads, it is necessary to obtain the approval of the Minister for Traffic under the Traffic Act for the expenditure of the funds, and the approval of the Minister for Works, under the Main Roads Act, for carrying out the work.

As this is a cumbersome administrative and accounting procedure involving the approval of two Ministers, it is proposed to simplify this unwieldy procedure by transferring the present authorities for the expenditure of those funds derived from sections 14 and 14A of the Traffic Act in the Main Roads Trust Account to the Minister for Works operating under section 32 of the Main Roads Act. Amendments to section 32 of the Main Roads Act are also to be introduced as a complementary measure to these amendments to the Traffic Act.

The amendments will therefore introduce the consistent procedure of the collection and allocation of traffic fees being administered by the Minister for Traffic under the provisions of the Traffic Act, and the expenditure of the moneys accruing to the Main Roads Trust Account from all sources being administered by the Minister for Works under the provisions of the Main Roads Act.

Also, with the upgrading of the principal traffic routes in the metropolitan area, as listed in section 14A, to classified main roads, and the consequent acceptance by the Commissioner of Main Roads of financial responsibility for these roads, some of the provisions of section 14A of the Traffic Act relating to the setting aside of moneys for these roads have become redundant. With the transfer of the authority for expenditure of the current items contained in sections 14 and 14A of the Traffic Act to section 32 of the Main Roads Act, the redundant subsections of 14A are being repealed. There are other small amendments in the Bill to delete incorrect references and redundant phrases in the Act.

Section 19 of the Act is also to be amended. This section at present authorises the issue of special plates to dealers and manufacturers for the purpose of moving unlicensed vehicles in the course of their businesses. The amendment is designed to give more flexibility to the issue of these plates as often other persons, such as agents of dealers and repairers of vehicles, have a need for some means of transferring unlicensed vehicles which they can only do now by obtaining special permits. Most of the manufacturers these days arrange the transfer of their vehicles from the place of manufacture to point of distribution by private contract. These contractors, under the present provisions of the section, cannot be issued with these special plates. Repairers of vehicles also often wish for some reason or other to move an unlicensed vehicle and it is desirable that the licensing authority should be able to issue these special plates for the convenience of the persons concerned and to avoid the loss of time in obtaining special permits.

The amendment fixes the maximum fee to be charged and will permit the Minister some discretion in prescribing to whom these plates may be issued and under what conditions. Another amendment clarifies the powers of traffic inspectors in requiring the names of offenders. At present, an inspector can only require the name and address of an offending driver. He cannot require the name of an offending passenger or pedestrian. It is desired to amend the Act so as to require any person offending in any manner against the provisions of the Act to give his name and address to the traffic inspector. The police already have this authority by virtue of the Police Act.

Some doubt has been cast, too, on the Minister's authority to appoint traffic inspectors in the metropolitan area. The present school crossing guards, who are providing a most essential service, are required to be appointed traffic inspectors, and an amendment has been made to ensure their appointment is legally correct. I think we have something like 40 of these special inspectors, at the present time.

The last amendment in the Bill is to rectify what is considered an anomaly as to the fees of motorised caravans. At present these fees are the same as for motor wagons; that is, so much for every five hundredweight of the tare weight. Generally, a motorised caravan is not used on the road to the same extent as a motor wagon and, in addition, its tare weight, because of the necessary attachments and fittings of the vehicle, is considerably more than the unladen weight of a wagon of the same class. It is desired to amend the Act to provide that the fee for a motorised caravan shall be 50 per cent. of the fee payable for a motor wagon of the same tare weight. This applies particularly to the type of vehicle used by shearers and which are on the roads very seldom. They are on the roads only when being moved from one property to another.

I commend the Bill to the House.

Debate adjourned, on motion by Mr. Kelly.

BILLS (2): RETURNED

1. Petroleum (Submerged Lands) Bill.
2. Petroleum (Submerged Lands) Registration Fees Bill.

Bills returned from the Council without amendment.

MAIN ROADS ACT AMENDMENT BILL

Second Reading

MR. ROSS HUTCHINSON (Cottesloe—Minister for Works) [9.55 p.m.]: I move—

That the Bill be now read a second time.

This Bill is, in certain respects, complementary to the Traffic Act Amendment Bill which has just been introduced by the Minister for Traffic. The principal purpose of these amendments is to regularise and simplify procedures and accounting processes. Under the existing legislation two Ministers are involved in approving of funds derived and being expended by the Main Roads Department. If the department requires to use traffic fees, an approach has first to be made to the Minister for Works for authority to carry out the work and then to the Minister for Traffic to finance it. This is a cumbersome process which could well be streamlined, and the Minister for Traffic made reference to this very point in the relevant portion of his speech.

It is proposed to do this by enlarging section 32 of the Main Roads Act so that there will be legal capacity to expend funds derived from the legislation under the Traffic Act. The main avenues of expenditure which were contained in the Traffic Act have been transferred to the Main Roads Act. Nothing has been lost in this transfer. The Minister for Traffic will still be the responsible Minister for authorisation of traffic lights and signs and other traffic control devices, while the Minister for Works will be responsible for providing the finance.

I will briefly cover the points proposed in this Bill. Firstly, an additional interpretation has been added called "Road Construction". This has been included to match the terms of the legislative draft contained in section 32.

Subsection (5) of section 16 of the principal Act has been enlarged slightly to give the Commissioner of Main Roads the authority to carry out the work from funds derived under section 31. This is the section which provides for the recording of all revenue accruing to the Commissioner of Main Roads. The official title of the account is the "Main Roads Trust Account". It has been necessary to enlarge the section slightly by adding a paragraph to include moneys derived under the Traffic Act.

A further amendment is that which relates to section 32 of the principal Act. The whole of the existing subsection (1) will be repealed and is to be re-enacted in accordance with the terms of the present Bill. It provides for the expenditure of funds not only in respect of Commonwealth aid road money, but also those funds which, as I said previously, accrue under the Traffic Act. Those several avenues of expenditure which were formerly included in the Traffic Act will now be transferred to this subsection.

The proposed amendments to subsection (1) of section 32 need to be dealt with in some detail, and the first paragraph (a) provides that funds in the Main Roads Trust Account shall be applied in meeting the costs of collection and costs of the administration by the Commissioner of Main Roads. These provisions are contained in the principal Act, but the present amendment simplifies the legislation by combining two paragraphs contained in that Act.

Paragraph (b) provides, under subparagraph (i), for the repayment of loan moneys which have been appropriated from time to time for road construction. This provision was formerly contained in the Traffic Act. Subparagraph (ii) is similar to the legislation at present contained in the principal Act. It is intended to supplement, as required by the Treasurer, the administration costs relating to the collection of the road maintenance charge.

Paragraph (c), which was formerly contained in the Traffic Act, provides that the Commissioner of Main Roads shall subsidise, on a dollar-for-dollar basis, funds paid to the credit of the Railway Crossing Protection Fund by local authorities and the Commissioner of Police.

Paragraph (d) sets out the various avenues in which the Commissioner of Main Roads, with the approval of the Minister, may expend road funds; and paragraph (e), which was formerly contained under section 14A of the Traffic Act, provides the Minister with authority to expend funds from the Main Roads Trust Account on matters not covered by the provisions of paragraph (d).

It is appropriate to point out to members that the Main Roads Department is taking over as "main roads" those roads which were formerly included under the Traffic Act as traffic fee roads, as well as nearly 10 miles of other roads in the metropolitan area. Altogether almost 41 miles of metropolitan roads will be included as "declared main roads". This has eliminated a section of the Traffic Act which, because of this action, has become redundant.

The proposals contained in this subsection in no way lose their value by being transferred to the Main Roads Act, and the facilities at present being financed by the Commissioner of Main Roads will continue under the proposed amending legislation.

An additional section has been added, numbered section 32A, providing for the creating of a Railway Crossing Protection Fund Account. The terms of this are similar to those which are at present contained in the Traffic Act. It enables the Commissioner of Main Roads to improve road-railway crossings whether they be level crossings, overways or underpasses, both in the metropolitan area and country areas.

Although there may be some tendency for members to be a little confused because of the complementary nature of some of the amendments to those described by the Minister for Traffic, these amendments will result in smoother administrative procedures. They are a sensible approach to the problem in that only one Minister will be involved in the allocation of funds.

Debate adjourned, on motion by Mr. Tonkin (Leader of the Opposition).

EVIDENCE ACT AMENDMENT BILL (No. 2)

Second Reading

MR. DURACK (Perth) [10.2 p.m.]: I move—

> That the Bill be now read a second time.

This Bill proposes to make some important changes in the law relating to the admissibility of evidence commonly known as "hearsay".

Over many centuries the courts in England and Australia have developed elaborate rules governing the type of evidence which can be received by courts hearing both civil and criminal cases, and one of the most fundamental rules is that generally speaking hearsay evidence is excluded or, in legal parlance, not admissible. Hearsay evidence, as far as the law is concerned, refers to statements made by a person either verbally or contained in a document which are offered as proof of the truth of any matter which is asserted in that statement, and which is given in evidence by some other person who may or may not himself have direct knowledge of the matter.

This principle has very wide and diverse applications in the law and it extends from simple things such as where a witness is required to prove that A hit B. The witness cannot say that C told him that C saw A hit B. He has to be able to say he saw A hit B. The principle extends to the prohibition of a person saying what his age is because he does not know this to his own knowledge, and can only rely on what other people have told him.

In this general form the rule is probably a sound one because such evidence is not delivered on oath; the person who made it is not available for cross-examination and it is sometimes difficult to test the worth of such evidence. However, these objections to it have largely occurred because of the use of juries in both civil and criminal cases and they do not have anything like the same force when such evidence can be evaluated by a judge trained to do so.

There is a growing body of professional opinion in England, America, and Australia which feels that in civil cases, at all events, these rules should be abolished or at least drastically altered. I will quote from a leading text law book on the law of evidence by Professor Rupert Cross, as follows—

> Wigmore considered that, next to trial by jury, the rule against hearsay may be estimated "the greatest contribution of the eminently practical Anglo-Saxon system to the world's jurisprudence of procedure". He was, however, of opinion that it has been over-enforced and abused, facts which led him to say that: "The problem for the coming generation is to preserve the fundamental value of the rule, while allowing the amplest exceptions to it and abstaining from petty meticulous exceptions". The praise is far too high, and many consider that the major problem for the coming generation will be how best to abolish the hearsay rule altogether. No one wants to supplant our system of taking evidence from witnesses subject to cross-examination by a system under which cases are exclusively proved by means of documents and narrated statements; but a large number of lawyers would approve of a system under which, subject to appropriate safeguards, hearsay should be admissible whenever the maker of the statement is not available and whenever there is no serious dispute concerning the stated facts."

As long ago as 1938, an Act was passed in England to render admissible in courts hearing civil cases, hearsay evidence contained in documents under certain conditions. This Act has worked very satisfactorily in England for nearly 30 years and has been adopted in all States of Australia except Western Australia. The first object of this Bill is to adopt the principles of the English Evidence Act in this State for the first time.

Over this long period of 30 years since the Evidence Act was passed in England, a wealth of experience has been gained in operating the English Act and a number of suggested amendments have been made. A number of these suggested amendments have been adopted in other States when they have introduced similar legislation from time to time. This Bill has been framed in the light of these various suggestions and criticisms, and it represents, I think, the most up-to-date version of

this particular legal reform. The great value of the Act has been recognised by legal commentators and judges on numerous occasions and I would like to quote from a recent judgment of Mr. Justice Hart in the Queensland Supreme Court in a case known as Lenehan v. Queensland Trustees Limited as follows:—

> The Queensland Act is a reproduction of the English Evidence Act, 1938, with certain alterations. Phipson 10th ed., para. 842 refers to the smallness of the number of reported cases on that Act and says that although this is but a rough and necessarily random test it is, so far as it goes, eloquent both of the skill of the draftsman and others concerned with the mechanics of the passing of the Act and of its efficacy in practice. After noticing a criticism of the Act he then says, "It is true that the Final Report of the Committee on Supreme Court Practice and Procedure (July 1953) (H.M. Stationary Office Cmd. 8878) advocated five specific amendments to the Act in which at least four would appear in the light of experience to be very desirable. Much more important, however, was surely the plea of the Committee, of which Lord Evershed (then Master of the Rolls) was chairman, that full use of the facilities provided by the Act should be made, and that it should receive a wide and liberal interpretation."

This present Bill has been given a great deal of care and thought in its preparation. I was first minded to introduce it into this House about 18 months ago and then raised the question with the Minister for Justice and Dr. E. J. Edwards, who is Reader in Law at the University of Western Australia and an acknowledged expert on the law of evidence. Dr. Edwards gave me enthusiastic support and assistance and it is to him that the greatest credit is due in the preparation of this Bill.

I also referred the matter to the Law Society of Western Australia, which appointed a committee to consider both the principle of the Bill and the details of it. That committee has met on several occasions and I am happy to inform the House that the Law Society has accepted the Bill both in principle and in its detail.

In its final stages the Bill was also considered by an officer of the Crown Law Department who himself made some valuable suggestions, a number of which have been adopted. Members will see therefore that this Bill is the product of a number of different minds and I would like to take this opportunity of thanking all those who have been so generous with their time and thought in connection with the preparation of it.

The proposed new sections to the Evidence Act—79B, 79C and 79D—follow very closely not only the principle but also the wording of the English Evidence Act, 1938, to which I have referred. These provisions enable a court to receive in evidence in civil cases documents which may contain important evidence but which would be inadmissible as contravening the hearsay rule. The documents may either contain a statement of a person who had personal knowledge of the matters stated or it may be a record of information supplied to a person who had the duty to record it in the document.

Generally speaking, the necessity of calling such evidence would arise if the person concerned—that is, the maker of the statement—was not available to give evidence for one reason or another and these conditions are set out in subsection (2) of section 79C. The circumstances contemplated are as follows:—

> The person who is making the statement is either dead; unfit because of his state of health; out of the State; has disappeared; is located in some inaccessible place—which is fairly common in a Supreme Court of a State the size of Western Australia; or cannot be identified.

The section also contains two important safeguards. This is bearing in mind the doubtful value in certain circumstances of this type of evidence. Firstly, a general discretion is given to a court to reject such evidence if it feels that for any reason the evidence would be highly prejudicial to the person against whom it is called who would not have the right or opportunity of cross-examining the maker of the statement. This would probably apply only in a jury trial, but nevertheless it would be available in any circumstances.

The other important safeguard is that the attention of the court is drawn to the fact that the weight to be attached to such evidence may be questionable and the court is required under section 79D to give its fullest attention to the dubious character which such evidence may have in certain circumstances.

Some important examples of the type of evidence which would become available under the provisions of this Bill are as follows:—

> Medical reports given by a doctor who may have died or (as seems to often be the case) is overseas on some study trip; or some other reason.
>
> Statements made to the Police by a witness to an accident who has disappeared; or is dead, or through some other circumstances, is not available.
>
> It will also apply to a great variety of business records such as delivery notes, ledger sheets, weighbridge certificates and matters of that kind. It is quite often difficult with business records to be able to identify the actual person who made a statement.

In other circumstances it is quite unnecessary to have to bring them to court, because the records more or less speak for themselves.

The second object of this Bill is to adopt a similar principle but on a much more limited scale in criminal proceedings.

A number of learned commentators on the English Evidence Act have suggested that its provisions should apply to criminal proceedings as well as civil proceedings. However, because of the great protection to an accused person which our legal system accords and also because a great number of criminal cases are either heard by juries or by untrained persons such as justices of the peace, the weight of professional opinion would seem to be against the adoption of these principles entirely in criminal cases.

The time may well arrive when it is thought expedient to do so, but I feel it is wise to proceed in this matter step by step and not to take the matter any further in this State than it has been taken in other jurisdictions applying the same system of law. However, provisions similar to the new section 79E were adopted in England in 1965 and in New South Wales in 1966. They are specifically designed to overcome a problem which emerged in a criminal case in England known as Myers v. the Director of Public Prosecutions. This was a criminal prosecution which was heard ultimately by the House of Lords, which is the highest court of appeal in England. The facts of this case revealed a rather unusual state of affairs but they highlighted the deficiency of some aspects of the rule excluding hearsay evidence in criminal cases.

Briefly, the facts were that the accused, Myers, was charged with an offence of stealing cars and endeavouring to pass them off as cars which he had bought as wrecks and had done up. He had a fairly elaborate scheme whereby he bought old wrecked cars and did them up. He then sold them as cars which he had done up whereas, in fact, he was selling cars which he had stolen. In order to identify the cars he had stolen, it was necessary to try to give evidence of the engine block numbers of the cars. This evidence could only be given from the records of the manufacturers of the cars. The person who actually put the block number on the car could not be clearly identified, or found, and the reasons which I have already outlined applied. In the end the House of Lords managed to convict Mr. Myers on some ground or other. The point is that this case revealed how difficult it is at times to apply the law of hearsay.

The provisions of the Bill are designed to overcome this problem, but they go further than that in the provision which states that all documents forming part of the record of any trade or business can be given in the circumstances which I indicated when discussing the earlier provisions of the Bill. The same safeguards are also included. Business records are defined to include records of various public utilities and also those of any local authority.

I am satisfied the provisions of this Bill will make some highly beneficial changes in the administration of justice in our courts of law in this State. They are completely in line with the positive processes of legal reform which are constantly being undertaken by the legal profession itself in collaboration with Governments and Parliaments, which are ultimately responsible for the proper administration of pustice; and the proposals are also in line with the great modern movement towards speedier, cheaper, and more efficient precedures in our courts of law. I commend the Bill to the House.

Debate adjourned, on motion by Mr. Court (Minister for Industrial Development).

WEIGHTS AND MEASURES ACT AMENDMENT BILL

Returned

Bill returned from the Council without amendment.

HIRE-PURCHASE ACT AMENDMENT BILL

Second Reading: Defeated

Debate resumed from the 25th October.

MR. TONKIN (Melville—Leader of the Opposition) [10.20 p.m.]: I am grateful to the Minister for Industrial Development for the analysis he made of the proposal in this Bill and for the offer he made which, in his opinion, might meet my requirements. During the time that has elapsed since the Minister spoke on the Bill and now, I have given careful consideration to what he put forward and I have concluded I would be disadvantaged if I were to follow the Minister's advice and not proceed with the Bill. It seems to me, although the Minister stated he felt I was under some misconception, that he was under a misconception himself, and I think this illustration of his should prove it.

I should first remind members that the proposal is a simple one. Where a retailer guarantees to a financier the obligation being entered into for the purchaser of hire-purchase goods, the financier, in exchange for that guarantee, should pay 10 per cent. of the terms charged. If a financier does not wish to pay that fee he can easily avoid doing so by not asking for the guarantee. He can take all the risk himself for the lending of money, make his own inquiries, and satisfy himself it is good finance, and then lend the money without expecting the retailer to guarantee the payment of it.

But if he is not satisfied with that and he wants the retailer to guarantee the money, he should, in my opinion, be prepared to pay the retailer something in exchange.

The Minister's illustration appears on page 1630 of the current *Hansard*, and I quote—

> Quite often a dealer has a controlling interest in, or complete ownership of, a hire-purchase company. This group will be placed in an entirely different situation and will, under this legislation, have a considerable advantage . . .

To me that statement indicates the Minister has not a full appreciation of what I am striving to achieve. If, as he says, the dealer has a controlling interest in, or complete ownership of, a hire-purchase company, there would be no chance of the one giving a guarantee to the other. It is not much good a man guaranteeing himself. So he, then, is not in a position to get a guarantee, and if he carries the finance he does so without a guarantee and he is in a no more privileged position than any other hire-purchase company which also desires to proceed without the guarantee of the retailer.

However, if the financier desires to have the guarantee in this particular case, he is getting an advantage over the dealer who has a controlling interest in a company inasmuch as he is in a position to get a guarantee, whereas the other man is thrown on his own resources; and, in those circumstances, he should be prepared to pay something for it. So I cannot follow the Minister's argument on this matter and I feel, in putting forward that argument, he indicated he has not a full appreciation of what I am trying to achieve.

I will deal with the Minister's suggestion —which has quite a lot of merit—that attempts are being made at present, as a result of inquiries, particularly in Adelaide, aimed at achieving uniform legislation on the subject of hire purchase. That is an extremely laudable objective, but if my amendment were carried it would in no way limit or hinder the inquiries which are being made, or hinder the introduction, some time in the future, of uniform legislation. I would not be in the least bit concerned if, after this amendment was incorporated in the Statute, it was subsequently found and recommended that for the sake of the uniform legislation it was not desirable such a provision should be included, in which case it would not be re-enacted.

However, to put the amendment in the legislation now would not in any shape or form hinder the inquiries being made or delay the target date for the introduction of uniform legislation, if this is achieved. Because of that I am not disposed to withdraw the Bill and wait until the inquiries are concluded, as they may take years. Of course there is no guarantee, either, that this point will ever receive consideration, although the Minister did say he would collaborate with me in submitting the matter to the committee of inquiry so this aspect could be investigated.

We should decide this question on its merits. Is it a fair proposition or not, that if a dealer is called upon to guarantee the financier he should get something in return for the risk he runs; because as sure as night follows day, the dealer, in his business, will not have a 100 per cent. result. He will guarantee some people who will not meet their obligations and so he will lose as a result. He has the liability if he wants the business. He has to give the guarantee, because the financier is in the position to stand over him and say, "If you will not guarantee me, I will go to some other retailer who will." But if we make it obligatory in the law, all retailers will be on the same footing and the financier will be obliged to give 10 per cent. to each and every retailer who guarantees him.

If a financier is not prepared to do that and considers it irksome he can easily avoid the obligation by not asking for the guarantee and take the risk himself. What could be fairer than that? Those who object to paying the retailer anything can easily avoid the obligation; those who think it fair and reasonable and seek this guarantee from the retailer, from which they will derive financial benefit, should pay for it. As it stands at present it is a dead letter, and although the Minister stated that he believed a commission of this kind is negotiated on hire-purchase agreements for the sale of motor vehicles he did not present any figures to substantiate his statement.

I would be more impressed with the argument if some indication had been given of the percentage the Minister knows has been paid in any case. Quite frankly, I have not had brought to my notice a single instance of a commission actually being paid to a retailer who has entered into a guarantee. I have been told it is done, but not in a single instance has anyone been able to give me any evidence that it is being done. On the contrary, I am told by people in the business that they personally have not had such an offer made to them, but they are expected to give the guarantee.

Mr. Court: To which particular type of business are you referring?

Mr. TONKIN: It is mostly done in the sale of domestic appliances.

Mr. Court: I do not think it would be offered in the domestic appliances field: if there were any instances, they would be few.

Mr. TONKIN: I think this legislation is worth a trial. I repeat that if the financiers do not want to carry the financial obligation they should dispense with the retailer's guarantee. It is as simple as that, and they can carry the risk themselves. I venture to say they would not be

prepared to carry this risk, because they would rather pay the 10 per cent. to get this added protection with somebody else carrying the risk for them. It is a very good thing if one can make all the profit while somebody else takes all the risk. That is the way to get rich quickly.

In my view, however, it is not a fair method, and the basis on which all trading ought to proceed is that one gets paid for the service one renders. It is a very valuable service for one to guarantee the payment of a debt; for one to undertake to put oneself in the position of a person who enters into a contractual obligation.

I am prepared to leave the matter to the good sense of the House. If the House feels the proposal is unreasonable, and the retailers should be called upon to meet the guarantee and get no recompense, I will have to accept it. But that is not my view. I feel fair payment ought to be made for the undertaking which is to be given, and at the same time the figure mentioned in the Bill is not unreasonable.

Financiers make plenty of money out of this type of business with very little risk to themselves. They have a chance of repossession in the first instance, and then they call on the retailer, who has guaranteed payment, for any balance which is left over after the sale. In conditions like this, I think it is not unreasonable that these people should be called upon compulsorily to pay something for this service. I now leave the matter to the House.

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

Ayes—15

Mr. Bickerton	Mr. Kelly
Mr. Brady	Mr. Moir
Mr. Davies	Mr. Norton
Mr. Evans	Mr. Rhatigan
Mr. Fletcher	Mr. Toms
Mr. Hall	Mr. Tonkin
Mr. Hawke	Mr. May
Mr. Jamieson	*(Teller)*

Noes—22

Mr. Bovell	Mr. McPharlin
Mr. Brand	Mr. Marshall
Mr. Burt	Mr. Mitchell
Mr. Court	Mr. Nalder
Mr. Craig	Mr. O'Connor
Mr. Dunn	Mr. O'Neil
Mr. Durack	Mr. Runciman
Mr. Grayden	Mr. Rushton
Mr. Guthrie	Mr. Williams
Mr. Hutchinson	Mr. Young
Mr. Lewis	Mr. I. W. Manning
	(Teller)

Pairs

Ayes	Noes
Mr. Curran	Mr. W. A. Manning
Mr. Rowberry	Dr. Henn
Mr. Graham	Mr. Elliott
Mr. J. Hegney	Mr. Gayfer
Mr. W. Hegney	Mr. Crommelin

Question thus negatived.

Bill defeated.

House adjourned at 10.35 p.m.

Legislative Council

Thursday, the 9th November, 1967

The PRESIDENT (The Hon. L. C. Diver) took the Chair at 2.30 p.m., and read prayers.

QUESTIONS (3): WITHOUT NOTICE

ELECTORAL ACT AMENDMENT ACT

Assent

1. The Hon. H. C. STRICKLAND asked the Minister for Mines:

   As His Excellency the Governor is absent from the State on vacation, on what date is the Electoral Act Amendment Act recently passed by Parliament likely to receive Royal assent?

   The Hon. A. F. GRIFFITH replied:

   It will be remembered that this Act is subject to proclamation. It is not desired to proclaim it until we have the new enrolment cards which have yet to be printed. This has been brought about by the amendment to the Act providing for a residential period of one month instead of three months.

   If the Act was assented to and then proclaimed, the law would apply to something which we would not be in a position to fulfil; that is, the old enrolment cards providing for a residential period of three months would still be in circulation.

   The printer has the work on hand for the printing of the new cards, and as soon as they are available the Act will be proclaimed. In the meantime it will be assented to. The old cards will be withdrawn, and then we will be in a position to comply with the letter of the law.

   The assent is not the important feature at the present time. Even if the Act was assented to, we would not be able to put it into effect until such time as the new enrolment cards are ready.

2. The Hon. H. C. STRICKLAND asked the Minister for Mines:

   It is quite obvious the Act cannot be proclaimed, nor can any action be taken under it until it is proclaimed. On what date is it expected that the Act will receive the Royal assent?

   The Hon. A. F. GRIFFITH replied:

   I cannot tell the honourable member the date. The Act cannot be assented to until the Governor signs it on his return. I have