BILLS (2)—MESSAGES.

Messages from the Lieut.-Governor and Administrator received and read recommending appropriation for the purposes of the following Bills:—

1, Loan, £16,742,000.

2, Long Service Leave.

House adjourned at 6 p.m.

Legislative Assembly

Tuesday, the 30th September, 1958.

CONTENTS.

	Page
QUESTIONS ON NOTICE :	
School children—	
Comparison of weights, heights, etc.	1163
Cost of travel	1165
Innaloo-Osborne Park area, establishment and assistance of industries	1163
Esperance land, development by Mr. Chase and associated interests	1164
Manning road, closure	1164
Unfair Trading and Profit Control Act, effect on price of superphosphate	1164
Pine plantations, area in Canning electorate	1165
Petrol tax, amount available to and spent in W.A.	1165
New Australian doctors, adoption of Queensland registration system	1165
Junior technical high school, establishment near Lake Monger	1166
Electoral, prosecutions for failure to enrol	1166
Beef prices, effect of drought	1166
Attendance money, payments to ship painters and dockers	1166
City of Perth, unbalance of ratepayers	1167
Stirling street crossing, Bunbury, traffic congestion and overhead bridge	1167
Ilmenite, royalty paid to Government	1167
State Electricity Commission, fuel costs	1168
Westfield-road crossing, reopening	1168
QUESTIONS WITHOUT NOTICE :	
Esperance land, conditions of purchase	1168
Commonwealth meat inspectors, State shortage and effect	1169
Unfair Trading and Profit Control Act, effect on price of superphosphate	1169
ANNUAL ESTIMATES, correction of estimated deficit figure	1169
OVERSEAS TRADE MISSION, statement by the Hon. J. T. Tonkin on activities abroad	1170
BILLS :	
Land Act Amendment, assent	1163
Noxious Weeds Act Amendment, assent	1163
Argentine Ant Act Amendment (Continuance), assent	1163
Broken Hill Proprietary Steel Industry Agreement Act Amendment, assent	1163
Plant Diseases Act Amendment, assent	1163
Junior Farmers' Movement Act Amendment, assent	1163
College Street Closure, assent	1163
Natives (Status as Citizens), 3r.	1175
Western Australian Aged Sailors and Soldiers' Relief Fund Act Amendment, 3r.	1176
Long Service Leave, Com.	1176
ADJOURNMENT, SPECIAL	1196

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

BILLS (7)—ASSENT.

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

1, Land Act Amendment.

2, Noxious Weeds Act Amendment.

3, Argentine Ant Act Amendment (Continuance).

4, Broken Hill Proprietary Steel Industry Agreement Act Amendment.

5, Plant Diseases Act Amendment.

6, Junior Farmers' Movement Act Amendment.

7, College Street Closure.

QUESTIONS ON NOTICE.

SCHOOL CHILDREN.

Comparison of Weights, Heights, etc.

1. Mr. JOHNSON asked the Minister for Education:

In connection with a study of the weights and heights of school children in Western Australia, made some years ago:

(1) Is the material available to make an up-to-date comparison?

(2) If so, do the figures reveal any noticeable improvement in physical condition?

(3) If comparable figures do not exist, can arrangements be made for them to be obtained?

Mr. W. HEGNEY replied:

(1) No.

(2) Answered by No. (1).

(3) Yes. The matter of conducting another survey is receiving consideration.

INNALOO-OSBORNE PARK AREA.

Establishment and Assistance of Industries.

2. Mr. MARSHALL asked the Minister for Industrial Development:

(1) How many acres of land are set aside in the Innaloo-Osborne Park area and classified as a light industrial area?

(2) What is the average price per acre?

(3) How many firms have requested assistance to obtain land in this area?

(4) Has any industry requested financial assistance to become established?

(5) What industries in this area have been assisted?

Mr. HAWKE replied:

(1) An area of approximately 88 acres has been set aside at Osborne Park as a light industrial area. This lies north of Scarborough Beach-rd. between Main-st. and the proposed new controlled access road. Adjoining on the west are some 370 acres of land zoned for general industry.

(2) An average price per acre in the light industrial area is not known. In the general area values are in the order of £2,000 per acre on Scarborough Beach-rd., and about £1,700 per acre in Howe and Guthrie-sts.

(3) None.

(4) No.

(5) None.

ESPERANCE LAND.

Development by Mr. Chase and Associated Interests.

3. Mr. COURT asked the Premier:

Does he, or the Minister for Lands and Agriculture, propose to make an early and comprehensive statement to Parliament on the agreement ratified by Parliament and on the present position in relation to the activities of Mr. Allen T. Chase, Esperance Plains (Australia) Pty. Ltd., and associated interests, at Esperance under that agreement, with particular regard to—

(a) the lack of progress to date in the rate of development originally hoped for;

(b) the present attitude of the Government towards the Chase project;

(c) the possibility of a renegotiated arrangement with Mr. Chase;

(d) what plans the Government has to ensure effective development of land at Esperance in the event of complete or partial withdrawal on the part of Mr. Chase, his company, or his associates?

Mr. HAWKE replied:

Although the rate of progress has not been as spectacular as was anticipated, an amount of approximately £350,000 has been expended in the acquisition and development of land at Esperance which has been made available by the State to the company.

The Government has been in close touch with Mr. Paul Johnson, a director of the company. Mr. Johnson has been in this State for some time and has given an assurance that the company will develop land at Esperance in the terms of the agreement.

See paragraph above, in view of which no consideration has been given by the State to renegotiated agreement with Mr. Chase.

The company acknowledges the importance of progressive development of the Esperance district and has already released an area of 50,000 acres which will be made available by the State for general selection within the next three months. The company has also agreed to release additional areas for disposal by the State if the company cannot offer for disposal sufficient developed holdings to satisfy bona fide settlers desiring to acquire holdings at Esperance.

MANNING ROAD.

Closure.

4. Mr. GAFFY asked the Minister for Works:

(1) Can he give information as to whether Manning-rd. has been closed at its junction with Canning Highway at Canning Bridge?

(2) If it is not closed, is it to be closed, and will the closure be permanent?

(3) If the closure is permanent, what will be the alternative route?

Mr. TONKIN replied:

(1) Manning-rd. (Wooltana-st.) has not yet been closed at its junction with Canning Highway.

(2) The ultimate proposals for overway bridge and cloverleaf at the intersection of Canning Highway with the new Perth-Kwinana Highway will require the complete and permanent closure of Manning-rd. at this point. However, in the first stage of development it will not be closed entirely. Traffic proceeding west in Canning Highway in this first stage will be permitted to turn left into Manning-rd. by a new slip-off lane now being constructed near the existing junction. This provision for one-way movement off the highway will be usable for many years until traffic growth warrants the development of the later stages of cloverleaf and overway bridge. The partial closure will be implemented when the new highway along the Como foreshore is connected with the Canning Highway.

(3) When the closure becomes permanent, the alternative route for local traffic will be via Robert-st.

UNFAIR TRADING AND PROFIT CONTOL ACT.

Effect on Price of Superphosphate.

5. Mr. SEWELL asked the Premier:

(1) How many reductions have taken place in the price of superphosphate since the passing of the Unfair Trading and Profit Control Act in this State?

(2) Was the price of superphosphate reduced prior to the passing of the Unfair Trading and Profit Control Act?

(3) What price reduction per ton does this represent?

(4) What does this reduction represent in saving to the farming community?

Mr. HAWKE replied:

(1) Three, as follows:—

The 1st October, 1957—4s. per ton in new bags.

The 1st July, 1958—further 18s. per ton in new bags.

The 22nd September, 1958—further 4s. per ton in new bags.

These reductions represent an annual saving of approximately £596,000 to farmers in Western Australia.

Prices were increased on the 1st July, 1957, in all States except Western Australia.

(2) Yes.

(3) The last reduction prior to the passing of the Unfair Trading and Profit Control Act in October, 1954, was 3s. per ton in new bags.

(4) Based on total sales for the year ended the 30th June, 1955, the reduction represents £71,068.

PINE PLANTATIONS.

Area in Canning Electorate.

6. Mr. GAFFY asked the Minister for Forests:

(1) What is the area of the pine plantations in the Canning electorate?

(2) What is the age of these pines now?

(3) What is considered to be the fully matured age of these pines?

Mr. GRAHAM replied:

(1) 2,100 acres. Actually the gross area of the Collier and Applecross plantations is 2,800 acres, but the Canning electoral boundary cuts through the Applecross plantation, and 700 acres are within the South Fremantle electorate.

(2) Ages vary from 21-32 years.

(3) Approximately 60 years.

PETROL TAX.

Amount Available to and Spent in Western Australia.

7. Mr. JAMIESON asked the Minister for Works:

(1) What amount of finance was available to this State from the Commonwealth petrol tax in each of the following financial years:—1950-51, 1951-52, 1952-53, 1953-54, 1954-55, 1955-56, 1956-57?

(2) What was the total amount actually spent by the State in each of these financial years from such funds?

Mr. TONKIN replied:

(1)	£
1950-51	2,476,820
1951-52	2,858,913
1952-53	2,887,114
1953-54	3,214,475
1954-55	4,409,260
1955-56	5,120,269
1956-57	6,031,988

(2)	£
1950-51	2,086,151
1951-52	3,186,057
1952-53	4,057,404
1953-54	3,180,792
1954-55	3,842,855
1955-56	5,219,412
1956-57	5,916,640

NEW AUSTRALIAN DOCTORS.

Adoption of Queensland Registration System.

8. Mr. HEAL asked the Minister for Health:

In relation to new Australian doctors migrating to Western Australia, would he consider altering the system in Western Australia, in favour of that which applies in Queensland at the present time, for examination for such doctors to be registered here?

Mr. NULSEN replied:

Full details of the law and practice in Queensland relating to the registration of medical practitioners who hold foreign qualifications are being obtained. When these are to hand the desirability of adopting a similar arrangement in this State will be considered.

SCHOOL CHILDREN.

Cost of Travel.

9. Mr. JOHNSON asked the Minister for Education:

(1) Do children in metropolitan areas meet the cost of travelling to school by transport?

(2) Do children in country areas meet any of the cost of bus routes established to take them to school?

(3) How many children were carried by school bus routes last financial year?

(4) What is the approximate total that would have to be payable by children in country areas had they been required to pay the first 5s. per head per week?

Mr. W. HEGNEY replied:

(1) Primary school children in the metropolitan area rarely have to travel by transport. The cost up to 5s. per week is met by the parents of post-primary children concerned. The department refunds the cost in excess of 5s. per week up to a total payment of 7s. 6d. per week. The cost in excess of a total of 12s. 6d. per week is paid by the children.

(2) No.

(3) About 18,000.

(4) Approximately £189,000 a year.

JUNIOR TECHNICAL HIGH SCHOOL.

Establishment near Lake Monger.

10. Mr. JOHNSON asked the Minister for Education:

(1) Has the departmental plan to erect a junior technical high school, or similar institution, in the vicinity of Lake Monger been amended?

(2) If so, what is planned for the site and when is it anticipated that construction will commence?

Mr. W. HEGNEY replied:

(1) No.

(2) Answered by No. (1).

ELECTORAL.

Prosecutions for Failure to Enrol.

11. Mr. I. W. MANNING asked the Minister for Justice:

(1) Over the past five years what number of people in Western Australia have been prosecuted by the Electoral Department for failing to have their names placed upon the electoral rolls?

(2) How many of the above are natives with citizenship certificates?

Mr. NULSEN replied:

(1) Two.

(2) Nil.

BEEF PRICES.

Effect of Drought.

12. Mr. COURT asked the Minister for Agriculture:

(1) Has he studied the Canberra and Adelaide reports regarding the beef situation in respect of export market and local consumption?

(2) (a) Is he expecting the drought conditions in parts of Australia and the changing export outlook to have repercussions on the Western Australian export and home consumption markets both as to return to the producer and price to the customer?

(b) If so, to what extent?

Mr. HAWKE (for Mr. Kelly) replied:

(1) Yes.

(2) (a) Beef in substantial quantities is only exported from the northern pastoral areas of this State. Rising prices will result in better returns to producers in these areas.

The quantity available for export is determined by local seasonal conditions and is uninfluenced by conditions in other parts of Australia.

Most of the beef produced in the southern areas of Western Australia is consumed locally. It is not expected that overseas prices, or seasonal conditions in the northern pastoral areas or other parts of the Commonwealth will have any substantial effect on the price to the Western Australian consumer.

(b) Answered by No. (2) (a).

ATTENDANCE MONEY.

Payments to Ship Painters and Dockers.

13. Mr. COURT asked the Minister for Labour:

(1) What has been the experience each day under the regulations promulgated under the Fremantle Harbour Trust Act in respect of attendance money to ship painters and dockers under the headings—

(a) number on roster;
(b) number engaged each pick-up;
(c) number who qualified for attendance money;
(d) how much each, and in total, is payable to those in (c) for each of the days in question?

(2) What is the actual cost per man hour worked, based on the experience to date as against the recovery rate of 1s. 8d. per man hour of employment to be paid to the Fremantle Harbour Trust?

(3) What has been the incidence of work requiring ship painters and dockers since the regulations came into force, by comparison with the experience over recent months?

(4) If there has been a decline, what is the reason for the decline?

Mr. W. HEGNEY replied:

(1) (a) 98.

(b)

September	8—8.
,,	9—11.
,,	10—Nil.
,,	11—7.
,,	12—27.
,,	15—Nil.
,,	16—22.
,,	17—73.
,,	18—Nil.
,,	19—9.
,,	22—35.
,,	23—Nil.
,,	24—2.
,,	25—2.
,,	26—26.

		27s. each per day. £ s. d.
(c) 53	(d)	71 11 0
54		72 18 0
62		83 14 0
65		87 15 0
49		66 3 0
95		128 5 0
73		98 11 0
Nil.		Nil.
Nil.		Nil.
Nil.		Nil.
Nil.		Nil.
Nil.		Nil.
71		95 17 0
79		106 13 0
61		82 7 0

(2) Actual cost based on the three weeks' experience to date (the 8th September, 1958, to the 26th September, 1958, inclusive)—

	£ s. d.
Cost of attendance money	893 14 0
Administrative costs	138 9 3
	1,032 3 3

$$\text{Cost per man hour} = \frac{£1{,}032\ 3s.\ 3d.}{6{,}383}$$

= 3s. 2.809d. per man hour.

(3) Average daily employment for period—the 1st May, 1958 to the 6th September, 1958 = 65.7 men.

the 8th September, 1958 to the 26th September, 1958 = 53.4 men.

(4) I have no information as regards private shipping; but as far as the Government south slip is concerned, when the attendance money commenced, the dredge "Parmelia" was on the slip; and as most of the work involved engineering tradesmen, very few ship painters and dockers were necessary. This would naturally mean, as far as this phase of Government work was concerned, that other work would be held up whilst the dredge was occupying the slip. The "Dorrigo" followed the dredge; and whilst she was there, all available men were employed.

CITY OF PERTH.

Unbalance of Ratepayers.

14. Mr. JOHNSON asked the Minister representing the Minister for Local Government:

(1) Has his attention been drawn to the unbalance in numbers of ratepayers in the several wards in the City of Perth?

(2) What steps are being taken to correct this unbalance—

(a) by the council;

(b) by the department?

(3) If the answer to No. (2) is "nil," will he take steps to encourage and/or initiate corrective action?

Mr. MOIR replied:

(1) Yes.

(2) and (3) The department has taken up the matter with the Perth City Council.

STIRLING STREET CROSSING, BUNBURY.

Traffic Congestion and Overhead Bridge.

15. Mr. ROBERTS asked the Minister for Works:

In view of the ever-increasing volume of all types of traffic using the Stirling-st. crossing in Bunbury—

(1) Is he aware of the increasing inconvenience and congestion caused to all types of traffic using the above-mentioned crossing?

(2) Has the matter of an overhead bridge at this crossing been investigated by any Government department since I asked a question on this matter on the 28th August, 1957?

(3) If an investigation has been made, what were the results of same?

(4) If no investigation has been made, will he institute one at an early date, with a view to ascertaining ways and means of overcoming the inconvenience, congestion, and hazardous nature of such level crossing?

Mr. TONKIN replied:

(1), (2), and (3) No. Stirling-st. is the responsibility of the Bunbury Municipal Council.

(4) The Bunbury Municipal Council could take such action as it considers appropriate.

ILMENITE.

Royalty Paid to Government.

16. Mr. ROBERTS asked the Minister for Mines:

As he did not specifically answer parts (2) and (3) of my question of the 25th September, 1958, re ilmenite royalties, will he now advise what is—

(a) the total tonnage of ilmenite on which royalties have been paid to the Government to date;

(b) the total amount received from ilmenite royalties by the Government to date?

Mr. MOIR replied:

(a) and (b) No royalty has yet been collected on ilmenite production.

STATE ELECTRICITY COMMISSION.

Fuel Costs.

17. Mr. WILD asked the Minister for Mines:

(1) Was the price of 35s. per ton tendered by Griffin Coal Company for open-cut coal the lowest price tendered, regardless of quantity and regardless of whether the coal was to come from open-cut or deep mining?

(2) What tonnages of coal per annum and what quantity of oil per annum are currently being used by the S.E.C. for power generation?

(3) What is the average price per ton being paid by the S.E.C. for its coal supplies?

(4) (a) Assuming the whole of the power generation was undertaken by S.E.C. with coal purchased at the price tendered by Griffin Coal Company, what would be the saving per annum to the S.E.C. as compared with its present fuel costs?

(b) How much would this represent per unit of power produced?

Mr. MOIR replied:

(1) Yes.

(2) Usages in the commission's steam power stations for power generation in the year ended the 30th June, 1958, were:—

Coal	453,068 tons
Fuel Oil (for lighting up purposes)	1,010 tons

(3) 52s. 9d. per ton.

(4) (a) £402,098 on coal used for production of electricity.

(b) Approximately 0.15d. per KWh generated.

WESTFIELD ROAD CROSSING.

Reopening.

18. Mr. WILD asked the Minister for Transport:

(1) Is he aware that the railway crossing at Kelmscott is frequently closed for periods up to 20 minutes whilst long goods trains are standing in the station?

(2) In view of this inconvenience will he reconsider his decision not to reopen the Westfield-rd. crossing?

Mr. GRAHAM replied:

(1) The Railway Department advises that the railway crossing at Kelmscott is not frequently closed for unduly long periods by goods trains. One case did occur on the 20th September due to an error of judgment which has been suitably noted and action taken to prevent a recurrence.

(2) No.

QUESTIONS WITHOUT NOTICE.

ESPERANCE LAND.

Conditions of Purchase.

1. Mr. COURT asked the Minister for Lands:

With reference to question No. 19 of the 25th September, 1958, regarding the difference in conditions which must be complied with by settlers who obtain land at Esperance through the Land Board or through Mr. Chase, would he please review the answer given to part (b) as it would appear that the question has been answered on the basis of the conditions under which Mr. Chase obtains land, whereas it was directed to ascertain the conditions under which a settler could obtain land from Mr. Chase or his associates?

Mr. HAWKE (for Mr. Kelly) replied:

I thank the hon. member for making a copy of this question available to me earlier this afternoon. The answer is—

The clauses in the agreement relevant to the disposal of land by Esperance Plains (Australia) Pty. Ltd. are:—

6. The company agrees within a period of ten years after a permit to occupy has been issued for a parcel to have available for sharefarming lease or sale at least fifty per cent. of such parcel subdivided and developed as aforesaid. No lease or sharefarming agreement shall be entered into for a term exceeding five years. Any lease or sharefarming agreement of a holding entered into after the expiration of ten years following the issue of a permit to occupy for such holding shall give to the lessee or sharefarmer who is not in default an option of purchasing the land leased or share-farmed on the expiration of the term at a price to be stated in the agreement or determined by arbitration.

12. The company shall—

(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 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 company is not required to carry out the whole or any part of the necessary developmental work on any holding before the holding is disposed of by the Company. However, the transfer of holdings does not divest the Company of its obligations to develop holdings in the terms of the agreement.

COMMONWEALTH MEAT INSPECTORS.

State Shortage and Effect.

2. Mr. HALL asked the Premier:

(1) In the absence of the Minister for Agriculture, is he aware that insufficient Commonwealth meat inspectors in this State and at Thomas Borthwick, Albany, is causing a slow-down in output, which, in turn, is affecting the intake of lambs, and mutton for export, and causing loss of wages to seasonal workers, and loss to Thomas Borthwick's overseas business?

(2) If he is not aware of this position, will he take the matter up with the Commonwealth authorities immediately?

Mr. HAWKE replied:

I thank the hon. member for supplying me with a copy of this question earlier in the afternoon. The reply is as follows:—

(1) No.

(2) Yes.

UNFAIR TRADING AND PROFIT CONTROL ACT.

Effect on Price of Superphosphate.

3. Mr. COURT asked the Premier:

Arising from the answer he gave to question No. 5 of the questions on notice, does the answer given by him mean to imply that the reductions in superphosphate were made as a result of the operations of the Unfair Trading Commission and by the direction of the Unfair Trading Commissioner, or were the reductions made in the ordinary course of business by the companies concerned?

Mr. HAWKE replied:

The answers were factual answers to questions which were clear-cut.

4. Mr. COURT: Arising from the answer he gave to my attempt to elucidate the answer he gave to question No. 5, would the Premier reconsider the answer he gave so as to make a positive statement on whether the reduction in the price of superphosphate was as a result of the direction of the Unfair Trading Commissioner or as a result of the ordinary operations of the companies, because the question as presented on the notice paper leaves the inference that the reductions had been as a result of the operations of the Unfair Trading Commissioner, and I think the House should know whether the reductions are as a result of his direction or as a result of the ordinary course of business of the companies?

Mr. HAWKE: I am not responsible for the inference that anybody places on either questions or answers given in the House. The individual hon. member who asks the questions is responsible for the asking of them, and the language which he uses; and when those questions are directed to me I am responsible for the answers and the wording of the answers.

5. Mr. COURT: Taking advantage of the Premier's words—namely, that the framing of the question is the responsibility of the person asking the question—will he advise whether the reductions were made as a result of the directions given by the Unfair Trading Commissioner, or were the reductions made in the ordinary course of trading by the companies concerned?

Mr. HAWKE: As far as I am aware, the reductions were not made as a result of any specific direction by the Unfair Trading Commissioner, but I would have a guess and say that the existence of the unfair trading legislation doubtless had something to do with the extent of the reduction.

Mr. Court: That is unfair comment.

ANNUAL ESTIMATES.

Correction of Estimated Deficit Figure.

THE HON. A. R. G. HAWKE (Treasurer—Northam): If I may, I desire to make a personal explanation at this stage. It is in connection with the figure relating to the estimated deficit in the Budget which I presented last week. I would now like to quote the relevant extract from the minute that has been sent to me by the Treasury Department. It reads as follows:—

> After your approval had been obtained for printing the Estimates, the speech "Notes" were prepared and finalised on a deficit of £1,924,000. However, just prior to the final printing of the Budget, information in connection with interest payments on the Public Debt, which had just come to hand, was incorporated. This alteration increased the estimated interest to be paid in 1958-59 by £30,000. Consequently, the estimated deficit rose by a like amount to £1,954,000. I regret that a corresponding adjustment was not made in the speech "Notes."

In other words, the estimated deficit, as shown in the printed document which each hon. member has in his possession, is the correct figure. The figure which I quoted from my notes was £30,000 less than that amount. I might add that the relevant figures were corrected in Hansard.

OVERSEAS TRADE MISSION.

Statement by the Hon. J. T. Tonkin on Activities Abroad.

THE HON. J. T. TONKIN (Minister for Works—Melville) [4.52]: With your permission, Sir, and with the indulgence of the hon. members of the House, I should like to make a statement to the House regarding the activities of the trade mission which has just returned from abroad after being absent for slightly more than four months.

The SPEAKER: Is it the wish of the House that the Deputy Premier be allowed to make this statement?

Leave granted.

Mr. TONKIN: The trade mission which sailed from Fremantle with a fair wind, had a fair wind the whole of the time it was away, and met with considerable success in its activities for some very special reasons which I shall give in a moment or two. The fact that the mission comprised representatives of the business world of Western Australia was a very important matter so far as gaining introduction to the right people was concerned. For example, we were indeed fortunate that the Chamber of Commerce of Western Australia decided to appoint Mr. R. Goyne Miller (the President of the Chamber of Commerce), to represent it, and that the Employers' Federation and the Chamber of Manufactures were prepared to be represented by Mr. J. F. Ledger who was a past president of the Chamber of Manufactures and is the present President of the Employers' Federation.

The other member of the mission besides myself, was Mr. Telfer (the Under Secretary for Mines) who had had previous experience abroad and whose assistance to the mission was invaluable overseas because he had already met quite a number of people whom it was our desire to meet again. Because Mr. Goyne Miller was associated with the mission in a representative capacity, we were able to obtain the full co-operation of the chambers of commerce throughout the world, and this proved of very great assistance indeed. Because Mr. Ledger was an employer himself, actively engaged in industry, as well as being the Chairman of the Employers' Federation and a past-President of the Chamber of Manufactures, we were well received by manufacturers. We had excellent assistance from Savoy House; from Mr. Hoar and the secretary (Mr. Gibson) who has now vacated that office. They had gone to some pains to arrange an itinerary in Great Britain, and it therefore worked out that when we arrived there, excellent arrangements had been made for us to interview people we desired to meet.

Fortunately, before leaving Western Australia, I was able to take advantage of a very kind offer made by Mr. McEwen, (the Commonwealth Minister in charge of the Department of Trade). He wired me and offered to fly an officer over to Western Australia for prior consultation. I accepted his offer and he sent over Mr. McClintock, a most widely-travelled and experienced public servant. I arranged a meeting of the mission with Mr. McClintock, and we had the benefit of a full and detailed discussion on the problems that would arise, and the manner in which to tackle them. Mr. McClintock indicated that he would communicate with the trade commissioners in the various parts of the world, and ask them to render us every assistance. This they did with great efficiency, and it proved a considerable help to the work of the mission.

I want particularly to stress the way they put themselves out to come and meet us at all hours—sometimes late at night, and on other occasions very early in the morning. They never failed to see we were met, and that our arrangements were made known. They assisted us materially with office accommodation, typing assistance, telephonic advice, and so on. We found all their assistance to be of very material benefit to us throughout our journey. I would also like to mention that the representatives of the Australian banks in England were particularly good, inasmuch as they arranged for us to meet representative sections of the business world, and we were thus able to get in touch with them much earlier than otherwise would have been possible.

Our first task on the Continent was to make some inquiry in connection with sewage treatment and water pollution. It was well known that the Germans had given this problem a lot of thought, and we sought to take advantage of their experience. The Trade Commissioner at Paris came to Marsailles to meet us, and made arrangements with the Minister controlling the Department of Economics in the West German Government for a discussion to take place. That was done and we were able to talk with five of the top scientists in that Minister's department. An interpreter was provided so that there was no difficulty in asking questions and receiving answers. We had a lengthy discussion on problems associated with water pollution and sewage treatment; and I accepted an offer they made to show an officer of the Western Australian department through the works in various places in Germany, in order that he might be made familiar with the processes in use.

Subsequently when I got to England and met Mr. Kenworthy by appointment, I advised him of the position, and he made arrangements to go to Germany for the purpose of carrying out those inspections, and having the information supplied to us. The outstanding feature of these discussions was that the Germans indicated that they were carrying out their treatment of sewage without the use of chlorine. We

are using chlorine extensively in Western Australia; and it is also being used in other parts of Australia. This has proved to be very expensive. When I asked in Germany why they were not using chlorine, they said it was too expensive. Yet they were treating their sewage in such a way that the effluent could be run into the rivers, and the water from those rivers could be used for drinking. So it can be seen that their treatment of sewage is very successful. They use the pre-aerated activated sludge treatment with a supply of oxygen which livens up the bacteria and shortens the time required for the necessary cycle of treatment.

This is a very effective method, and as a result of our discussions and inquiries—and Mr. Kenworthy's subsequent inquiry—I feel a substantial saving will result to Western Australia. When the mission arrived in England, it was early arranged that a Press conference would take place in order that our presence could be well publicised; and we got the full advantage of it. We had a particularly good Press conference, well attended; and we subsequently had notice of the mission placed by these representatives in the London newspapers which, I understand, was not the usual thing.

It was well publicised throughout the provinces, with the result that many inquiries came forward for interviews with members of the mission. We found the work developing to such an extent that we had to divide the mission up and frequently hold interviews separately. On two occasions it became necessary to divide the mission up to allow some of its members to deal with the engagements in one part of the country, whilst other members of the mission went to deal with interviews which had become necessary elsewhere. That occurred both in Great Britain and in the United States. We found that time which had been set aside for leisure and relaxation was quickly used up by the necessity to provide for interviews, with the result that members of the mission had little time to do anything but carry out interviews and hold necessary discussions with regard to the main purpose.

Time would not permit me to go into detail concerning all the industries we sought to obtain, and with which we discussed this matter; nor would it be in the interests of the State for us to do so at the present time, because it was impressed upon us by some of the firms that they desired, at this stage, absolutely no publicity whatever with regard to their names, or the nature of their business, because they said, in some of these businesses competition was particularly keen, and it could happen that competitors would move in certain directions much faster than would be anticipated, if they had knowledge that somebody else was likely to do something in some other place nearby. So, until these inquiries are completed, and until the decisions have been made, it is advisable to say nothing which would give other people a lead with regard to what is likely to happen.

But in connection with some of the industries, the decisions already having been made, and the proprietors of those industries not being averse to publicity, it is possible for us to mention names and give some details. I propose to read a list—not a complete list—covering industries, some of which have already decided to come to Western Australia, and others which seem almost certain to come. Looking through this list quickly, there do not appear to be any very doubtful cases included; and it can be assumed that most of these industries will establish themselves in Western Australia in the very near future. The list includes these industries—

Petro chemicals
Motor tyres
Synthetic rubber
Plastics
Charcoal iron
Wool processing and weaving
Manufacture of hardboard
Treatment of pyrites for by-products
Manufacture of hand tools
Manufacture of aluminium products from bauxite
Manufacture of commodities for waterproofing and dustproofing materials
Manufacture of scientific glassware
Manufacture of hospital and laundry equipment, such as autoclaves, etc.
Making coke from Collie coal.

In connection with the last-mentioned product, I desire to say a few words about our discussions with the Lurgi firm at Frankfurt. This firm has for some considerable time been engaged in finding a process which will enable us successfully to coke Collie coal. Some people have the wrong idea that we are trying to find out a process to gasify Collie coal. That is entirely wrong. Collie coal is already being gasified.

Collie coal has also been coked, but under a very expensive process. The process which the Lurgi people are trying to find, and which they feel confident of finding in a short time, is one which will enable the firm to coke Collie coal without briquetting. That firm told us it was confident that within two or three months, as from that date, it would be in a position to place before the Western Australian Government a proposition which would provide for the successful coking of Collie coal without briquetting.

The reasons for the firm's confidence were these: Just previous to our consultations they had heard that in Silesia, coal of a similar quality and type had been successfully coked without the use of

briquettes. The firm was most confident about this; and promised that as soon as a shipment of coal from Silesia had arrived it would get on with trying out the ideas it had in mind. The firm was most confident of solving the problem.

Whilst we were in the U.S.A. we spoke to some influential business people who have large sums of money at their disposal for investment. They have ideas of using our coal for the making of coke in this State, and of exporting the coke overseas. They are only waiting on the successful outcome of the Lurgi experiments. If and when a solution is found, they are prepared to come to this State and use Collie coal for the manufacture of coke for sale here and for export as well. That must be regarded as a very bright prospect for industry in Western Australia, having regard to the fact that the Lurgi people are very confident of their ability to find a solution to this problem.

Whilst dealing with the use of coal and the making of coke, our activities in connection with the charcoal iron industry come to mind. As hon. members know, it was the Government's desire to obtain funds to enable it to establish in the South-West a charcoal iron industry. The industry at Wundowie being so successful and being able to produce more charcoal iron than was originally anticipated, but not enough to supply the demand which existed, it was reasonable to assume that there was a very good opening for the expansion of that industry.

The Government desired that, as there was some difficulty in connection with obtaining a licence from the Commonwealth Government for the sale of iron ore to provide the funds for this industry, the mission should endeavour to interest some party abroad to come to Western Australia and establish this industry. We had a very important meeting with a large and very financial company which already has interests in Western Australia. They were very interested indeed in the proposition; they went so far as to say they would take this industry in their stride—to quote the exact words of the chairman of that company. All he required was to be satisfied that the reports which we were making as to the market possibilities were somewhere near the mark. He desired some little time for testing that position.

Since I have been back in Australia I have had a talk with a representative of that company. The company has made some inquiries already with regard to the market possibilities, particularly in the U.S.A. The firm has been in touch with a businessman in that country who is prepared to give a very substantial order for charcoal iron if continuity of supplies can be guaranteed; and it is proposed that he will accompany representatives of this firm to Australia within the next few months. So we can expect very important developments in connection with this industry, and there is every indication that it will be established in the very near future somewhere in the South-West.

The firm interested, is thinking of not restricting its activities to the manufacture of charcoal iron alone, but is giving consideration to the possibility of producing certain types of steel, which will not be produced in competition with Broken Hill Pty. Ltd., but in a field where that big organisation is not now engaged in any great activity. So it can be said that a very distinct possibility exists for the production of steel as well as charcoal iron.

Mr. Roberts: It would be a very great thing if the firm did establish an industry in the South-West.

Mr. TONKIN: As we have in this State the largest oil refinery in the whole of Australia, it was quite natural that we should endeavour, while we were in the U.S.A., to interest petro chemical firms to come here and use some of the gases from the refinery in order to produce chemicals which are required for synthetic rubber and plastics. It transpired that the Premier of South Australia beat us to the U.S.A. by some five or six days, and he had made approaches to a firm with which we had made up our minds to hold discussions at the first opportunity. The name of this company has appeared quite frequently in the Press, so I am not doing anybody an injury by mentioning it. It is the great Dow Chemical Co. which has headquarters at Midland in Michigan.

This firm is very well established; it is a big financial organisation conducting a very efficient petro chemical industry. There was an impression abroad that it had been more or less decided that this industry would go to South Australia. Members of our trade mission could not see how that could be so because South Australia has not yet got an oil refinery. Nobody seemed to know how many years would pass before that State would have an oil refinery. It was obvious to us that a petro chemical company would come to Australia within the next two or three years at the outside. However, when we were in touch with officials of the Dow Chemical Co., who showed us the greatest hospitality, it was made perfectly clear to us that the firm was not committed to any State at that stage, nor had it made up its mind to come to Australia. It seemed to me to be quite probable that the firm was coming to Australia, but its representatives were very definite that they were in no way committed to any particular State. They were most interested in the Western Australian proposals.

I have learnt, since I have returned to Australia, that the company has requested certain information from the Department of Trade with regard to the quantities of

styrene and ethylene which are being imported into Australia. It is obvious that it is giving serious consideration to the establishment of a works somewhere in Australia. I expect that in the reasonably near future we will have visits from its representatives, who will see for themselves the conditions in this State; and as we have some very decided advantages, there is a good chance that we might succeed in obtaining the establishment of that industry. There is another aspect in connection with it which I do not desire to mention at this stage but which is a very strong reason why it should come to this State.

We saw altogether four companies interested in the manufacture of petro-chemicals, and three of them were very much interested in the possibilities. If we can secure the establishment in this State of a synthetic rubber plant, the establishment of a petro-chemical industry is a certainty; and we have excellent prospects for the establishment of such a plant. This coming month, there will be in this State a leading man of one of the biggest motor tyre firms in the world. He is bringing with him his scientific expert in the manufacture of synthetic rubber; and he is coming to this State for the purpose of completing some inquiries which have been made.

I feel our case is so strong that we have an excellent chance of getting this industry and, if we do, we get the petro-chemical industry for certain. Therefore, we may get a motor tyre industry, a synthetic rubber industry and a petro-chemical industry involving some tens of millions of dollars. A plastics industry will be starting here within the next two or three months in the manufacture of one branch of plastics. If that industry has to import its styrene and ethylene, it will still establish here under those conditions. If it can have the ethylene and styrene provided within the State, then the scope for it is considerably widened and it will be a much larger industry; and of course there will be others as well.

We found that one very interesting factor, which always emerged in the discussions when markets were under consideration, was our proximity to Malaya and Indonesia, it being a much shorter journey from Fremantle to Malaya and Indonesia than it is from Melbourne or Sydney. The possibility of a market where there are 80,000,000 people so close and where a slight improvement in the standard of living would considerably widen that market, was a very important factor in the consideration by these people of the establishment of industries. I feel this will play an important part when the respective advantages of the various States are being weighed by those who have made up their minds to come to Australia, but have not yet decided to which State they shall go.

One of the very big petro-chemical firms to whom we spoke and which was probably as large as Dow, or even larger, was vitally interested in coming to Western Australia. It is carrying out certain inquiries at the present time. If we have success with the synthetic rubber industry, I would say it would be a race between Dow and this other company as to which came here first, because we certainly would get one of them if that eventuated.

The treatment of pyrites for by-products is an interesting possibility. This particular firm is of the mind that it can use the dumps, which remain after the treatment by the fertiliser companies of pyrites, for the recovery of the sulphur content which they require in their manufacture. Certain inquiries are proceeding in connection with these assays, and it is quite likely that we could have an industry established for the purpose of producing by-products from these pyrites dumps.

The firm of Thomas Ellen & Company of Sheffield—I can mention this name because Mr. Ellen has made up his mind to come here and has said he has no objection to that fact being publicised—manufactures hand tools of various kinds. These tools cannot be mass-produced, and therefore there is no chance that any factory might be established which could turn them out in large numbers and so render such a business as this unprofitable. Thomas Ellen is one of the leaders of this class of work, and manufactures such hand tools as footprints, chisels, shears, snips and things of that kind, all of the highest quality.

He proposes to establish a business in Western Australia in order to set his son up in this part of the world, because he has great faith in its development and he anticipates that he will, as a commencement, employ approximately 100 men; and if the business prospers, that number will be considerably enlarged until it becomes a very substantial business indeed. It would appear that there are excellent prospects for this business because Thomas Ellen & Company are already selling their products in Australia. They are manufacturing in England and selling in Australia now, and it will be much easier for them to make them in Western Australia and sell in Australia, and he has made up his mind to come here.

Another industry which has tremendous possibilities, is one which is interested in the use of the bauxite in this State for the manufacture of various aluminium products, particularly in connection with building and wire for electrical purposes. We found, in the United States, that there is now a swing away from the use of copper to a substantial use of aluminium in a number of places where copper was previously used. This firm, which is a large one with substantial cash resources and which is well and favourably known throughout the world, is keen about the

prospects of this industry, and is making further inquiries in connection with the possibility of establishing such an industry in Western Australia.

We found, generally, once the subjects were approached, a developing interest in this part of Australia, as we have not been well known overseas. Some people have a vague idea about Australia, but that idea is that Australia consists of New South Wales and Victoria. Very few of the people have anything but the scantiest knowledge of the size of Western Australia and its capital city. We found, when we started to develop the proposals, we had to place before them, that they had a very keen and sustained interest in what we had to say; we found in Great Britain and America that they were looking to this part of the world for the investment of their money, and particularly was that so in America where there is a very large amount of money for investment in sound propositions.

I forgot to mention that we had a very interesting discussion with the representatives of the World Bank in the United States. They received us particularly well and said they were very interested in the purposes of the mission, and if any of the businesses to whom we were speaking were short of money for the establishment of their businesses in Western Australia, they would be very glad to help with advances. So it seems that all we require on the part of these people is that they should desire to come here and that they should make up their minds to do so. In any case, shortage of cash is not likely to be an obstacle at all.

It was necessary for us to offer some inducements to interest them in the first instance, because their thoughts were turned to the Eastern States, and they were very definitely interested in the possibility of being able to obtain the requisite sites for their businesses in ideal locations and without cost to themselves. I felt that that was the big inducement which meant so much—the possibility of their being able to come in and acquire, without cost to themselves, the necessary area of land properly placed for their industry. Then, when we offered, in addition, to give them some cash assistance to enable them to establish themselves, they felt it was a very worth-while proposition and they became interested straight away.

I feel that I ought to read a little from a cable that I have in my possession, which will show that there is substance for what I have been saying about these industries, and that the possibilities are indeed great. I want hon. members to appreciate that whenever a statement was given by us to the Press, it was considered first of all by all the members of the mission, and anything that was released to the Press was the opinion of the four members of that mission. If it should be felt in some quarters that the position has been over-stated—that we have endeavoured to create an impression which is not the right impression to create—then I would say that against that there is the fact that every member of the mission discussed what was to be said before it was issued as a statement; and on a number of occasions we issued written statements which were signed by all members of the mission, and I have copies of those statements in my possession.

Now this is a cable which reached me just after our ship left Honolulu on the way home. I had been a little disapointed because one of the representatives of a firm in Los Angeles had stated that after he had made further inquiries in Texas, he proposed to ring me when I got to Honolulu. When I did not get the telephone call at Honolulu, I felt that something must have gone wrong with the proposition, and that we could no longer regard it as likely to occur; but at midnight the following day I received this cable which, I would say, would have cost at least £20 to send. So it can be assumed that the people sending it were not just sending it for fun.

I would not desire to table this communication, of course, but I appreciate the fact that if I quote from it, hon. members could demand that that be done. I would like an assurance from the Leader of the Opposition and the Leader of the Country Party that that request would not be made by hon. members; otherwise I must refrain from quoting from the document. Can that assurance be given?

Mr. Court: It will go into Hansard.

Mr. TONKIN: Only such parts as I read.

Mr. Watts: It is O.K. by me.

Mr. Hawke: What about quoting from memory?

Mr. Court: I have no objection to that.

Mr. TONKIN: That is not enough. Will the hon. member give an assurance that members of his party will not require that this cable be tabled?

Mr. Court: That will not be for all time, of course? If you state "within a reasonable time," we will say "Yes."

Mr. TONKIN: I do not think I am prepared to accept that. It is not necessary to quote from this. I can just leave it unsaid.

Mr. Court: Do I take it there might be something personal in it? In that case we would not expect it to be tabled.

Mr. TONKIN: There is something personal in it, but that is not worrying me. What is more important is that if the contents of this cable were made known at present it could seriously affect our chances with two industries which I would place ahead of this proposition. I rate this one as third on my list. I do not want to give any detail which is going to upset anyone

else; so that unless I can be given an unequivocal assurance, I am not prepared to quote from it.

Mr. Court: I give you that assurance.

Mr. TONKIN: On that understanding, I have no hesitation in quoting excerpts from this marconigram:—

> Pursuant to meeting in Los Angeles, have conferred with organisation which recently completed a complete unit including Buradiene plant, styrene plant, and synthetic rubber plant. This is the only completed installation of its kind in the world. We are interested in constructing a similar unit in Western Australia on the terms outlined. Preparatory to meeting you in Australia we need information by return cable if possible concerning—

and then they set out a number of industries in connection with which they desired information. Some of that information was obtained by me and sent immediately from the ship. When I arrived in Sydney I obtained some more details, and the balance in Melbourne, all of which has gone forward to that company. I would regard that prospect as No. 3 in that particular field. I think that there are two which are even better than that one, and there is every indication that they will eventuate.

That is all that I feel ought to be said at this stage in connection with our activities abroad. We can expect a regular stream of representatives of these companies from now on. One person has already been here and made his inquiries—a man whose business is established in Bradford, and who proposes to commence here. He said he would come out to Australia to have a look, and was able to get here before we arrived. Representatives of another company asked when the mission would be back in Western Australia; and on being given the date, they said they would come within a week or two of our arrival. We have had word to say that they have already made arrangements to come to Perth straight away. We expect that the undertakings which were given to us in that direction will be honoured, and we will be kept busy in the months which ensue in showing these people the sites available for their businesses, and giving such information as they require to make up their minds with regard to the propositions.

Mr. Ross Hutchinson: Did many of the people you interviewed question you on the consumption potential of the State?

Mr. TONKIN: Naturally. To start with, we told them there are 700,000 people in Western Australia, 380,000 of whom are in the metropolitan area; and we were able to give them an approximate consumption potential for the particular industry in which they were interested: for example, in connection with high-class boots and shoes—and we have a definite prospect with regard to these. In this connection, in order to allay the fears of the boot manufacturers who are already here, but who are in the lower-priced range of footwear, I would like to say that they have nothing to fear from this proposition, because Western Australia imports, annually, £2,000,000 worth of high-class footwear.

That is the sort of information which we supplied to these people in connection with the industries in which we were interested. So the answer to the hon. member's questions is that the subject was undoubtedly raised. This concludes all I desire to say at this stage; and I thank hon. members for their attention.

NATIVES (STATUS AS CITIZENS) BILL.

Third Reading.

THE HON. J. J. BRADY (Minister for Native Welfare—Guildford-Midland) [5.42]: I move—

> That the Bill be now read a third time.

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

Ayes—28

Mr. Andrew	Mr. Marshall
Mr. Bickerton	Mr. Moir
Mr. Brady	Mr. Norton
Mr. Evans	Mr. Nulsen
Mr. Gaffy	Mr. O'Brien
Mr. Graham	Mr. Oldfield
Mr. Grayden	Mr. Potter
Mr. Hall	Mr. Rhatigan
Mr. Hawke	Mr. Rowberry
Mr. Heal	Mr. Sewell
Mr. W. Hegney	Mr. Sleeman
Mr. Jamieson	Mr. Toms
Mr. Johnson	Mr. Tonkin
Mr. Lawrence	Mr. May
	(Teller.)

Noes—17

Mr. Bovell	Mr. Naider
Mr. Cornell	Mr. Owen
Mr. Court	Mr. Perkins
Mr. Crommelin	Mr. Roberts
Mr. Hearman	Mr. Thorn
Mr. Hutchinson	Mr. Watts
Mr. Lewis	Mr. Wild
Mr. W. Manning	Mr. I. Manning
Sir Ross McLarty	*(Teller.)*

Pairs.

Ayes.	Noes.
Mr. Kelly	Mr. Brand
Mr. Lapham	Mr. Mann

Majority for—11.

The SPEAKER: As the Bill requires an absolute majority of the whole House on the third reading, I have counted the House and I am satisfied there is an absolute majority in favour of the third reading. I therefore declare the motion carried.

Question thus passed.

Bill read a third time and transmitted to the Council.

WESTERN AUSTRALIAN AGED SAILORS AND SOLDIERS' RELIEF FUND ACT AMENDMENT BILL.

Third Reading.

Read a third time and transmitted to the Council.

LONG SERVICE LEAVE BILL.

In Committee.

Resumed from the 25th September. Mr. Sewell in the Chair; the Hon. W. Hegney (Minister for Labour) in charge of the Bill.

Clause 4—Interpretations:

The CHAIRMAN: Progress was reported on the clause after the hon. member for Nedlands had moved the following amendment:—

Page 3, lines 5 to 13—Delete interpretation of "award."

Mr. W. HEGNEY: The amendment certainly has not my support. To save time, I indicate that the reasons applying to the inclusion of the definition of "award" would also apply to the inclusion of the definition of "industrial agreement." It is suggested that the interpretation is necessary so that it will be clear that both Federal and State awards or industrial agreements will be involved in the Bill. I cannot see why the definitions should be eliminated. No advantage is gained by deleting them. The position will be clarified by having the definitions retained. I oppose the amendment.

Mr. COURT: I assure the Minister that the object behind the amendments is none other than to try to clarify the situation under the Bill. The Minister will appreciate that several of the amendments on the notice paper are not aimed at any particular principle. It is not a question of an argument on a matter of high principle so far as industrial law is concerned.

We feel it is the duty of the Committee to do its best—with a measure of this nature, which is going on the statute book for the first time—to express its terms in language as clear as is possible. Had the draftsman not bothered to identify awards and industrial agreements, clause by clause, I could see the object of this definition. However, he has, with meticulous care, defined the awards, clause by clause, as the Bill proceeds.

The only exception, so far as I can see, where there is not a definition within a clause, occurs in lines 33 and 34 on page 9 of the Bill where the words "under any award or industrial agreement" are used. But in that instance there is no need to define an award, because it is specific. I appreciate that in many Acts a definition clause is included in order to obviate a lot of repetition in subsequent clauses, when a specific matter is referred to. On this occasion the draftsman has not only put a definition of "award" in this particular clause, but he has also placed a definition in other clauses when he wants to refer to an award or an industrial agreement. I invite hon. members' attention to paragraph (d), page 11. That is typical of the progressive definitions that the draftsman has included throughout the Bill.

Mr. Watts: As a matter of fact, the definition is redundant; it is covered everywhere else in the Bill, possibly with the exception of page 9.

Mr. COURT: That is the point I am trying to make. We are a little fearful that the redundancy would not only make the Bill clumsy, but could also lead to disputation. The Minister well knows how much argument arises in regard to words, when it comes to litigation; and the more simply matters of this kind are expressed, the less danger there is of disputation in our law courts. In view of what I have said, I hope the Minister will give us some better reason than the one he has given for opposing the definition.

Mr. W. HEGNEY: If hon. members will look at line 15, page 7, of the Bill they will see that an award and an industrial agreement are referred to. To my mind, it is necessary to have the definition of award and industrial agreement included. I do not think it is redundant.

It has been found, after an examination of the amendments which will be submitted by the Opposition, that a number are in substance and in principle exactly the same as the wording of the Bill, and in such cases those amendments will be accepted. We do not intend, in such instances, to argue about the matter, because we know that if we disagree with those amendments they will be included in another place. However, I think this is one amendment which should not be agreed to for the reasons I have outlined.

Mr. COURT: I am disappointed that the Minister will not agree to this amendment, because it would have made the Bill tidier. However, we have no intention of bogging down on this point, because it does not involve a vital principle.

Amendment put and negatived.

Mr. ROBERTS: The definition of "employee" is very wide, and paragraph (b) (iii), on page 4, states that it shall include one "who is engaged in domestic service." Hon. members will recall that in the Bill presented to this Chamber last year the definition of "domestic service" was very wide. This definition is fully covered in the Industrial Arbitration Act and I propose to move to strike out paragraph (b) (iii) with a view to inserting other words which will bring

the definition more into line with that in the Industrial Arbitration Act. I move an amendment—

> Page 4, lines 24 and 25—Delete subparagraph (b) (iii) with a view to inserting the following in lieu—
>
> (iii) who is engaged in domestic service at any establishment where more than six persons are, for payment or reward, received as boarders or lodgers or both; or

Mr. W. HEGNEY: I am certainly not going to agree to this amendment; and I am surprised that any hon. member should oppose the provision in the Bill. If the hon. member's amendment were agreed to, a domestic servant who had worked for him for 20 years would be denied the right to long service leave. That is astounding. It is true that after much disputation and argument some years ago another place insisted on a restriction as to what domestic servants were; and as a result, the definition which now appears in the Industrial Arbitration Act was inserted in that statute. But that does not mean that the same restrictions should apply in a Bill of this character.

Why should a domestic servant who has rendered faithful service to an employer for 20 years not receive the same provision as everybody else? I think that, on reflection, the hon. member for Bunbury will hesitate to insist on this amendment; and I hope the Committee will defeat it.

Mr. ROBERTS: This amendment covers what one might call special workers, who are sometimes classed as members of the family. They have special privileges; and I am amazed that the Minister is opposing the amendment when it is realised that in the Bill presented to us last year similar words were used.

Mr. COURT: Like the hon. member for Bunbury, I am amazed—

Mr. Hawke: What are you laughing about?

Mr. COURT: I am not laughing.

Mr. May: You're not crying!

Mr. Roberts: They are just treating it as a joke on that side.

Mr. COURT: It is certainly not a joke. This is an industrial matter. We have a very good Industrial Arbitration Act in this State; and it is very unwise to depart from the established principles in that Act when we bring forward special legislation such as this which, in effect, is an addition to the industrial law. It is important that we embody in this special legislation as many of the best principles in the industrial law as we can. As far as I know, there is no great dissatisfaction about the definition of an employee under the existing law; and the point made by the hon. member for Bunbury is a very good one—that is, in regard to the relationship of the average domestic within a household.

Most of these workers enjoy privileges which virtually make them members of a household. Usually, the question of long service leave does not enter their heads, because the privileges that they enjoy within that family household far outweigh any benefits that they might get from this legislation. If any domestic were dissatisfied with the home she was working in, and the family environment, she would leave long before 20 or 30 years had elapsed.

Mr. Graham: You could say that of any worker.

Mr. COURT: A domestic worker is not one who is classed as working in an industrial establishment for eight hours a day and five days a week under set industrial conditions. The circumstances are entirely at variance. The Minister's remarks have greater significance than he would have us believe, because on several occasions he has sought to extend the industrial arbitration law to provide the right of entry of inspectors into private homes. Therefore, once we insert a provision that would include a single employee within a home, automatically we open up a private home for inspection. That would be the end result, even though the Minister might say that that is furthest from his mind. He will not always be Minister, and his successors may use the the provision in order to obtain access to any place.

In the Bill the Minister introduced last year, there was a provision which contained words to the effect that any person who was engaged in domestic service at any establishment where all or any of more than six persons were paying boarders, lodgers or both was a worker, and the only variation between those words and the words sought by the hon. member for Bunbury lies in the deletion of the words "all or any of:"

In other words, the hon. member for Bunbury wants to bring this provision in the Bill strictly into line with the Industrial Arbitration Act. I seem to recall that the Minister even agreed to the deletion of the words, "all or any of," when an anomaly that could have been created in his amending Bill last year was pointed out to him. For instance, there could have been seven people living in a house of whom only one was a paying boarder and the other six were members of the family. Had the Minister persisted with his clause last year he could have brought that example under the provisions of the long service legislation if only one person was actually paying as a boarder, as a lodger, or as both. If I remember rightly, the Minister agreed to an amendment accordingly.

Therefore, the amendment put forward by the hon. member for Bunbury is logical and quite consistent with the desire to keep this legislation strictly in accordance with the industrial arbitration law.

Mr. ROBERTS: The interpretation of domestic service given by the Deputy Leader of the Opposition was agreed to in this Chamber last year. The wording that we are trying to insert in this Bill is practically the same as that agreed to last year. The Minister for Transport, by interjection, asked: "Is not a domestic servant a worker?" or words to that effect. But in the Industrial Arbitration Act a "worker" is clearly defined, as hon. members will see if they read the definition.

Mr. Bovell: The Minister has somersaulted.

Mr. ROBERTS: We should endeavour to keep this new legislation in line with the provisions of the Industrial Arbitration Act.

Mr. Graham: Surely the object should be to give every worker the right to qualify.

Mr. ROBERTS: Domestic servants cannot be classed in the same category as any other servant, because their conditions of work are entirely different.

Mr. Graham: Because they have no protection.

Mr. ROBERTS: Why did the Minister agree last year to what we are trying to do now?

Mr. Graham: Will you support everything to which we agreed last year?

Mr. ROBERTS: In relation to this amendment, yes.

Mr. HAWKE: This Bill seeks to give long service leave to workers unable to secure that leave as a result of agreements between employers and industrial unions of employees.

Mr. Watts: Did not last year's Bill cover those people as well as others?

Mr. HAWKE: Last year's Bill covered a great many more people than this year's measure seeks to cover.

Mr. Watts: Did it not cover those under industrial awards as well as those included in this Bill?

Mr. HAWKE: Yes, I think so.

Mr. Watts: Domestic servants were included in last year's Bill.

Mr. HAWKE: I am not positive about that. I contend they should be covered, and that is what this Bill seeks to do. The hon. member for Bunbury would deny them long service leave. It is not appropriate to say that we should keep the provisions of this Bill in line with the principles of the Industrial Arbitration Act. If there is one group of workers more than another which is entitled to long service leave and which is not covered by the Industrial Arbitration Act, it is that group which we are seeking to cover by this legislation. If a group of workers is not covered by the Industrial Arbitration Act, it has no legal protection in regard to wages, working conditions, or the maximum number of hours to be worked on any day or in any week. Surely if those who are not industrially protected work for an employer for 20 years, they should be entitled—and indeed much more entitled—to long service leave, than workers who are protected under the provisions of the Industrial Arbitration Act. This Bill to grant long service leave is more than a straight-out industrial measure; it has some of the elements of a social welfare measure.

Accordingly, because domestic workers are not protected industrially—and this applies to any other workers not so protected—they are entitled to inclusion in this long service leave legislation. I would oppose most strongly any attempt to deny them that right, particularly when under this Bill we are proposing to grant long service leave to workers who have at least some measure of industrial protection in regard to their wages, working conditions, and hours of employment.

Mr. WATTS: I do not oppose the general principle of giving long service leave to persons employed in domestic service. But the provisions of this Bill make it extremely difficult for me to vote for this clause as it stands, because it will mean an invasion of the private home. If hon. members read Clause 32 of the Bill they will see that any home where a domestic servant is employed will be open to an inspector at any time during the day or night. Unless the Minister can assure me that he will qualify that clause, I cannot accept it.

Mr. W. Hegney: If you look at paragraph (e) on page 27 of the Bill I think you will find it meets the case.

Mr. WATTS: That being so, I have nothing further to say on that matter.

Sitting suspended from 6.15 to 7.30 p.m.

Mr. WATTS: I would like the Minister to make this point clear. I have read page 27 of the Bill. It is quite clear from the language that if there are six persons in a family, consisting of the father, mother, and four children, and there is one lodger, the one lodger will take the premises out of the definition of "private premises" and render them liable to inspection. That provision says—

> An inspector is not authorised by this Act to enter any part or parts of premises used exclusively as a private dwelling, unless it is an establishment where all or any of more than six persons are for payment or reward received as boarders or lodgers or both.

As the provision stands, it is not satisfactory. I want to know if the Minister will be agreeable to deleting the words "all or any" when the Committee deals with Clause 32 in due course. Upon the Minister's intention will depend my attitude towards the amendment under discussion.

Mr. W. HEGNEY: I have no objection to the amendment foreshadowed by the hon. member.

Mr. COURT: I hope the hon. member for Bunbury will persist with his amendment because this is not a matter which can be dismissed with a wave of the hand or by the few words used by the Premier before tea. The fact is that we have established in this State an industrial law which has worked extremely well. It is not the objective of this side of the House that domestics in the broad sense be excluded from the benefits of industrial protection, or from long service leave, which is an extension of the industrial practices in this State.

For a long time we have seen fit to keep certain groups of people outside of the ordinary industrial law. The amendment before us does not exclude domestics completely. It seeks to exclude a class of domestics who are very personal in particular households. One could elaborate on the extraordinary situation that would arise if this amendment were not agreed to, and the clause in its original form were adopted.

All that the hon. member for Bunbury seeks is to include one who is engaged in domestic service at any establishment where more than six persons are, for payment or reward, received as boarders or lodgers or both. He is quite prepared for those people to be covered because they are already dealt with by the Industrial Arbitration Act.

If his amendment is not passed we will have the extraordinary situation of a person who has lived in a private home all her life, and who enjoys all the privileges, being subject to long service leave. In view of the Minister's remarks it is a short step from that to bringing such a person under the provisions of the Industrial Arbitration Act.

Let us examine the situation of such people. In most cases they live in small households. They are more concerned with getting the benefits of home life and living in a family, than with any remuneration which they may receive. It is hard to define what they do. If we were to try to measure their activities in monetary values it would be impossible.

Mr. Lawrence: How would the housemaid at Government House get on?

Mr. COURT: She could be exempt under this amendment. She would be covered by some other protection. She is considered to be an employee in an entirely different establishment.

Mr. Lawrence: She is in domestic service.

Mr. COURT: Under this clause we could have large private families subject to its provisions because many members of a family could be classified as lodgers and boarders. The term "boarder or lodger" is not as clearly defined as in some other legislation. If we do not accept the amendment under discussion we will create a precedent which will have adverse effects. We will virtually close the door to people who at present receive the advantage of living with families and enjoying home life under very good conditions.

No doubt hon. members opposite may be able to point to the odd cases of abuse. That occurs in many instances, even in the case of industrial awards which have to be policed by union secretaries and departmental inspectors.

In the case of domestics, using the term in a very limited sense as it applies to small households, the occasions when the legislation will be abused are so few that Parliament will not need to worry about them. It is important that we do not depart from the principles of the Industrial Arbitration Act.

Mr. W. HEGNEY: I would like to correct an impression which the hon. member for Nedlands gave when he referred to the reasons why some people engaged in domestic service. He said that monetary consideration was secondary. I suggest that some people are adapted to domestic service, just as others are adapted to engineering, accountancy, or various branches of commerce or agriculture.

Mr. Court: They are not all excluded.

Mr. W. HEGNEY: No, that is the very point. These people engage in the service primarily for the purpose of obtaining a livelihood because of their attributes and dispositions. They have a bent for certain types of work; in this case domestic service. They perform skilled or unskilled work for hire or reward just the same as anybody else who is engaged to work for a remuneration. If one looks at the preamble to the measure one will find it is a Bill for an Act to provide for the granting of long service leave to certain employees whose employment is not regulated under the Industrial Arbitration Act, 1912, and for matters incidental thereto.

The point raised by the hon. member for Nedlands has no substance whatsoever, when he says there may be arguments as to whether a domestic servant is an employee or not. There is provision in this Bill for a board of reference; and if one looks at its functions, it will be seen that it has certain powers to determine whether a person is employed within the provisions of the Act. I cannot see why the hon. member for Bunbury and the hon. member for Nedlands continue to persist in saying

the interpretation or definition of "employee" under the Industrial Arbitration Act clashes with the definition in this Bill.

Mr. Court: It does.

Mr. W. HEGNEY: Why try to exclude a person who is engaged in domestic service as against a person engaged as a domestic in a hotel? Why discriminate?

Mr. Court: There are many reasons.

Mr. W. HEGNEY: There is no valid reason.

Mr. Court: Unless you are trying to get a back-door entry into private homes.

Mr. W. HEGNEY: The hon. member for Nedlands will hang his hat on any peg. The hon. member for Stirling raised what he thought to be a valid objection, but I recall discussing that one with a senior officer to ensure that provision was inserted in the Bill to overcome objections from the Opposition to the inclusion of domestic servants.

Mr. Court: You have now agreed to amend it.

Mr. W. HEGNEY: When one shows reason he is criticised for it.

Mr. Court: Nothing of the sort; you have somersaulted since last year.

Mr. W. HEGNEY: We are discussing the definition of "domestic servant", and not the exclusion of "all or any." The question is whether a domestic servant is one in a private home who should enjoy the provisions or benefits of this Bill, or whether a domestic servant is one working in an establishment where more than six lodgers are being looked after. There are many provisions in last year's Bill which are not included in this measure; and one cannot be criticised because one has made some progress.

Mr. Court: You do not know what you want.

Mr. W. HEGNEY: I ask the Committee to defeat the amendment.

Mr. ROBERTS: The Premier, during his comments on the debate on this amendment, implied that the Opposition was not keen to give long service leave to those who were not covered under the award.

Mr. Brady: Nothing of the sort.

Mr. ROBERTS: I would point out that hon. members of the Opposition are keen to see this Bill go through Parliament in such a form that it will become a workable measure on our statute book. The Premier and others have made a song and dance about this particular measure. These domestic servants are employed in private households, and I ask the members of this Committee whether their wives would keep the records required over a period of 20 years.

Mr. O'Brien: A good housewife would.

Mr. ROBERTS: I say that it is literally impossible for the records required under this Bill to be kept by the average housewife; and we, as legislators, should keep an open mind and see that what goes on our statute book is practicable.

I recommend this amendment to the Committee because it conforms to the Industrial Arbitration Act and is practically word for word with a provision in the Bill which the Minister introduced into this Chamber last year.

Mr. JOHNSON: I have listened to this debate for some time and feel there are one or two points to which somebody else besides the Minister should speak. The hon. member for Nedlands wants us to get our thinking right. This is a matter on which clarity of thought is advisable; and the thing we have to think about is whether a person who engages in domestic service is or is not a person; whether that person is human; or whether that person is, as the hon. member for Bunbury and the hon. member for Nedlands appear to want him to be, in a class about the level of the family dog.

Mr. Court: Nonsense! You say some silly things.

Mr. Roberts: Utter rot!

Mr. Andrew: That is what the hon. member for Bunbury would say.

Mr. JOHNSON: Dogs seldom remain in the one household for 20 years—their life is less than that normally. The point I am making is that both of these hon. members have made it quite clear that they regard the domestic worker as being in a special category, separate and distinct from a worker.

Mr. Roberts: Did the Minister think that last year when he had this provision in the Bill?

Mr. JOHNSON: Not being the Minister, I would not know what he thought. I should say this is an entirely different Bill with a slightly different purpose and is not designed to be purely an industrial measure but to provide for an improvement in the social standing of the people of Western Australia. It is a method of increasing the standard of living of our people. I would say that domestic servants are people. The reasons why people enter and remain in domestic service and the reasons why people employ domestic servants are many and varied; and it is highly probable that in a household where a domestic servant remains for 20 years, they would all be on very friendly terms.

Mr. Roberts: How many would you say there are in this State?

Mr. JOHNSON: Not a great number. A few in Leederville and probably a few in most electorates, particularly the old electorates. But that does not alter the fact that these people are people; and that they are entitled to be treated as people and to

enjoy the benefits of the standard of life of Western Australians. They should not be treated as slaves or pets but should have the same rights as any other person.

I am not suggesting that they are necessarily exploited persons, although I fancy in some cases they are. The main question is: Are they or are they not persons who are entitled to the standard of life that we in Western Australia are trying to lay down? They may not be workers within the meaning of the Act; but they are such within the meaning of the dictionary, and I think they should be workers as far as the definition in this Act is concerned.

Domestic service is not one that attracts me and would not, I imagine, attract many people. For the hon. member for Bunbury to indicate that he does not think his wife, or any member's wife, would not comply with the requirements of various other Acts —for instance, to keep a wages book for people in her employ and to make income tax returns and to do all those other things necessary in relation to other laws, all of which require a record of wages paid—is, I think, something that very few of our wives would appreciate, and certainly something which the husbands of those wives would regard as laughable.

The normal person who employs anybody keeps some form of record required under this Act—at least a wages book—and these would, I feel sure, be sufficient record for the long service leave entitlements of people of this kind. I think that people who enter domestic service should be treated as people and be entitled to our just regard for that reason alone.

Mr. COURT: I just want to comment briefly on the remarks of the hon. member for Leederville. His suggestion that we are not treating these people as people is completely false.

Mr. Johnson: You are completely class-conscious.

Mr. COURT: It is not a question of being class-conscious. It is a question of having a bit of commonsense. There is no suggestion of excluding domestics. Anyone would think we were trying to make a clean sweep to exclude them. The hon. member has not read the notice paper. The amendment says domestics are those who are engaged in domestic service at any establishment where more than six persons are, for payment or reward, received as boarders or lodgers or both. An establishment with fewer than six boarders would be a very small establishment, and those people employed where there are six or more received as boarders or lodgers are automatically covered by this Bill and the Industrial Arbitration Act.

Let us examine the position below that particular level. I invite the attention of the Committee to the situation that arises —for instance, on a station—where a woman goes to live with the wife of the owner, or the manager's wife. In many cases she lives there for years as a companion. Surely such a person should not be brought under the strict reading of this particular legislation! Those people would not be appreciative of that, because they like that type of life. It is a home for them; and in most cases they are extremely well treated. If such people are brought under this legislation, a large number are going to be cut off from that type of employment. The employers are not going to be bothered about being under the Industrial Arbitration Act and keeping records. They like to treat those living with them in a more friendly manner than employees. I support the amendment.

Mr. POTTER: I do not know what is delaying the passing of this particular clause.

Mr. Roberts: It should be agreed to immediately!

Mr. POTTER: If members had only just read the Bill in the first instance, I think it would have been. With regard to the matter under discussion, I suggest that the hon. member for Bunbury should, like the Leader of the Country Party, read a little ahead in the Bill concerning the powers of inspectors. The difficulties envisaged by the hon. member will not be overcome by his amendment. There is no doubt that the words he wants to include are already included in the measure.

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

Ayes—9

Mr. Bovell	Sir Ross McLarty
Mr. Court	Mr. Roberts
Mr. Crommelin	Mr. Wild
Mr. Hearman	Mr. I. Manning
Mr. Hutchinson	*(Teller.)*

Noes—27

Mr. Bickerton	Mr. Moir
Mr. Brady	Mr. Norton
Mr. Cornell	Mr. Nulsen
Mr. Evans	Mr. Owen
Mr. Gaffy	Mr. Perkins
Mr. Hall	Mr. Potter
Mr. Hawke	Mr. Rhatigan
Mr. W. Hegney	Mr. Rowberry
Mr. Jamieson	Mr. Sleeman
Mr. Johnson	Mr. Toms
Mr. Lawrence	Mr. Tonkin
Mr. Lewis	Mr. Watts
Mr. W. Manning	Mr. O'Brien
Mr. Marshall	*(Teller.)*

Pairs.

Ayes.	Noes.
Mr. Brand	Mr. Kelly
Mr. Mann	Mr. Lapham
Mr. Nalder	Mr. Graham
Mr. Grayden	Mr. Heal
Mr. Oldfield	Mr. Andrew
Mr. Thorn	Mr. May

Majority against—18.

Amendment thus negatived.

Mr. CROMMELIN: I move an amendment—

> Page 4, lines 35 to 38—Delete the words "or (v) who is deemed pursuant to Subsection (2) of this section to be an employee."

This subclause is tied up with Subclause (2) on page 7. The Bill is intended to cover mostly persons who can be regarded as workers under the Industrial Arbitration Act. This provision is taken from the New South Wales Act; but in that State, the Arbitration Act covers a driver or transport driver as a worker. If we are to be consistent, we should not follow the New South Wales principle of keeping this Bill consistent with the Industrial Arbitration Act.

If the subclause is agreed to, it would mean that a taxi driver who obtained on loan a taxi from another man, for which taxi a certain sum of money was paid as a hire charge, would consider himself to be an employee of the hirer of the taxi. Even a man who purchased a vehicle from a company under a hire-purchase agreement could claim to be a worker under the Act. That gets right away from the intention of the Industrial Arbitration Act.

Mr. W. HEGNEY: I do not intend to agree to this amendment. The hon. member for Claremont went part of the way in explaining his amendment, but he did not go the whole way. If he reads on page 7 the subclause to which he referred, he will see that in each case the contract of bailment is subject to investigation by a board of reference. Surely that is fair enough! We cannot agree to the amendment, because, in due course, it is hoped that a measure to cover this position in another Act will be submitted to Parliament during the present session.

The hon. member mentioned taxi drivers. Those who are to all intents and purposes employees are entitled to be covered. There may not be many who would be driving taxis for 20 years, but we should legislate for those who come within that category. At present there is a doubt as to whether they would be bound by the provisions of the Transport Worker's Award; and they should certainly be covered by a Bill of this nature. This Bill is designed to provide long service leave for those people whose employment is not regulated under the Industrial Arbitration Act, and the persons mentioned in the subclause should be included.

The hon. member also said that this provision is taken from the New South Wales Act. That is true, and there is nothing wrong with having it included here. We want to cover as many employees as possible who are not at present subject to awards or industrial agreements. I ask the Committee not to agree to the amendment.

Mr. COURT: The Minister dismissed this amendment lightly—as though it was of no great consequence. But I submit that it is of great consequence in the industrial life of this community. I can well imagine that it is part of his party's policy to extend the dragnet all the time, and bring more and more people within the ambit of the Industrial Arbitration Act. That enables the Labour Party to further its policy, which it has enunciated so clearly.

During the debate on another Bill recently the Premier said, when referring to certain people, "Let them go into industries where there is no union and no industrial protection." Of course, if we keep extending the sphere of coverage by the industrial unions of this State, the people that the Premier would so ruthlessly throw on to the scrapheap, as it were, will find no place of employment; they will starve.

The Minister has told us tonight of his intention to amend the Industrial Arbitration Act to insert a clause to embody these people. We would oppose that in principle because that would be an attempt to drag under the Industrial Arbitration Act, people who want to be employers and left free to run their own little businesses, and not be subject to all the fiddling detail that is associated with being treated as employees under the Industrial Arbitration Act.

I hope the Committee will agree to the amendment to keep the Bill in line with the Industrial Arbitration Act. Taxi drivers, cartage contractors and the like are not covered by the Industrial Arbitration Act and do not want to be. It is only the Minister and his party that want to have them covered. The men themselves want to be free to build up their businesses and become substantial employers in the future.

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

Ayes—15

Mr. Bovell	Sir Ross McLarty
Mr. Cornell	Mr. Owen
Mr. Court	Mr. Perkins
Mr. Crommelin	Mr. Roberts
Mr. Hearman	Mr. Watts
Mr. Hutchinson	Mr. Wild
Mr. Lewis	Mr. I. Manning
Mr. W. Manning	*(Teller.*

Noes—21

Mr. Bickerton	Mr. Moir
Mr. Brady	Mr. Norton
Mr. Evans	Mr. Nulsen
Mr. Gaffy	Mr. Potter
Mr. Hall	Mr. Rhatigan
Mr. Hawke	Mr. Rowberry
Mr. W. Hegney	Mr. Sleeman
Mr. Jamieson	Mr. Toms
Mr. Johnson	Mr. Tonkin
Mr. Lawrence	Mr. O'Brien
Mr. Marshall	*(Teller.)*

Pairs.

Ayes.	Noes.
Mr. Brand	Mr. Kelly
Mr. Mann	Mr. Lapham
Mr. Nalder	Mr. Graham
Mr. Grayden	Mr. Hall
Mr. Oldfield	Mr. Andrew
Mr. Thorn	Mr. May

Majority against—6.

Amendment thus negatived.

Mr. COURT: I move an amendment—

Page 5, lines 1 to 3—Delete the words "to whom paragraph (a) of this interpretation applies."

I think I may have moved an amendment this time to which the Minister will agree because he did so last year when the apparent error in the wording of this provision was pointed out to him. If one follows this wording to its logical conclusion it means that all those mentioned in the previous paragraph (b), including apprentices and others, would be included in paragraph (c), which is restrictive to paragraph (a). Therefore, if it is followed to its conclusion it does include paragraph (b) even though special conditions relating to the public service, the teaching service, the railway service, etc., apply.

Mr. W. HEGNEY: The hon. member for Nedlands has made the position clear and I have no objection to the amendment.

Amendment put and passed.

Mr. ROBERTS: I move an amendment—

Page 6, line 7—Insert the following words:—

(vi) if and while the person is less than the maximum age for compulsory attendance of children at a Government or efficient school as provided by section thirteen of the Education Act or any proclamation made thereunder.

Again, I believe these provisions should not extend the benefit to a person who could not be regarded as a worker under the Industrial Arbitration Act, nor to any person who may be able to claim, for a period of service, any time prior to the school leaving age. I feel confident, therefore, that the Minister will agree to the amendment because, in essence, a similar amendment was agreed to last season.

Mr. W. HEGNEY: This amendment is not necessary but it will help to clarify the position. Under the Industrial Arbitration Act a "worker" means a person who is not less than 14 years of age, and under the Factories and Shops Act a minimum age is set down for male and female workers. Therefore, I have no objection to the amendment.

Amendment put and passed.

Mr. COURT: The next amendment I have on the notice paper refers to the definition of "industrial agreement." However, in view of the debate which took place on the definition of "award," and the fate of that amendment, I do not propose to pursue this amendment to delete the interpretation of industrial agreement.

Mr. W. HEGNEY: I merely want to be clear on this point: Does the hon. member intend not to proceed with his amendment to delete the interpretation of "industrial agreement"?

Mr. COURT: That is so. I move an amendment—

Page 6, lines 36 and 37—Delete the words "his ordinary time rate of pay" and insert in lieu thereof the following:—

the ordinary time rate of pay applicable to him.

I do not want the Minister to think we are being pedantic about this. The idea is to bring this legislation as far as possible within the Industrial Arbitration Act on the one hand, and the wording of the consent award of April, 1958, on the other. The award was the result of protracted negotiations and it provides in Part (d) under the heading of "payment for period of leave" the words "ordinary time rate of pay applicable to him." Those are the words we seek to put into the Bill in place of the words "his ordinary time rate of pay." If the words are identical, there will be no argument by the legal profession, but if they are different it is possible they would argue the legal interpretation for months on end. We feel it is important to adopt the wording of the award as far as possible to stop any legal argument that might arise.

Mr. W. HEGNEY: In saying that I agree to this amendment and others to follow, I would point out that the meaning in these amendments is exactly the same as that contained in the Bill. The fact that I propose to accept them does not mean that their wording is in any way more favourable than that in the measure before us; because that is not so. The Parliamentary Draftsman has gone to a great amount of trouble in drafting this Bill, and he has endeavoured to interpret the wishes of the Government in so far as they relate to the employers and the unions concerned. To save time, however, I propose to accept these amendments.

Amendment put and passed.

Mr. CROMMELIN: I move an amendment—

Page 7, line 3—After the word "lodging" insert the following words—

where such board and lodging is not provided and taken during the period of leave.

This brings into line the definition of "rate of pay" in accordance with the Long Service Leave Award. If those words were not added it would mean that a person being paid a salary, or wages plus an allowance for his board, would be entitled to have his wages plus the amount of his

board when taking his leave; whereas the measure should read that when he takes his leave and desires still to stay in the house where he is lodging he shall pay for his board.

Mr. W. HEGNEY: I have no objection to the amendment. It is quite clear. It would apply only where an employee remained on the establishment and was enjoying ordinary board and lodging. The hon. member is providing against his receiving his total wage as well as his board and lodging. I do not think any employee would do that. However, I accept the amendment.

Amendment put and passed.

Mr. CROMMELIN: I do not intend to pursue my next amendment to delete Subclause (2), as a previous amendment of mine, dealing with the same subject, was defeated.

Mr. W. A. MANNING: I move an amendment—

> Page 7, line 11—Delete the words "a fixed sum or"

A person who hires a vehicle under a contract of bailment in consideration of a fixed payment could hardly be termed an employee of the owner of the vehicle. If a person were to hire a vehicle for a fixed sum and conduct the business on his own account with that vehicle, he would be deemed to be an employee of the owner of the vehicle under this subclause. If that assumption is correct, then the words to which I have referred should be deleted.

Mr. W. HEGNEY: I oppose the amendment. The whole of Subclause (2) must be read in order that the import may be understood. I would refer to the wording of that subclause and, in particular, to the last portion which states—

> unless those persons establish, or either of them establishes, to the satisfaction of the Board of Reference that the contract of bailment was a bona fide contract and was not entered into for the purpose of avoiding the operation of this Act.

I point out to the hon. member for Narrogin that if a doubt arises in any particular case, the board of reference will have regard to all the facts.

Mr. W. A. MANNING: I was not unaware of the last portion of that subclause. I do not see why a case which should not be covered by this subclause should have to be referred to the board of reference. The Minister has not explained how a person, conducting his own business and paying for the hire of his vehicle, can be regarded as an employee.

Mr. W. HEGNEY: I can give the case of a person who owns a vehicle entirely and who, to all intents and purposes, is an independent contractor. But against that I can give the case of another person—and there are certain people in this city in this category—who is being charged a certain sum for the hire of a vehicle, and that person is performing work which is covered by an award. The question then arises as to whether such a person is an employee or an independent contractor. The provision in the subclause now under discussion will deal with cases of this nature, and if there is any doubt about the position the board of reference will determine the question.

Mr. W. A. MANNING: The explanation of the Minister confirms my suspicion. I consider there is no need for the inclusion of the words which I seek to delete. If a person plying for hire on his own account were to hire a vehicle from another person, under this subclause he would be deemed to be an employee. I cannot agree that such a person can be termed an employee.

Where the amount varies according to the share of earnings, the case is different. In my opinion such a case should be covered by this subclause; but where a vehicle is hired out for a fixed sum with no relationship to the work done by the vehicle, the owner should not be classified as an employer.

Mr. COURT: Whilst I would prefer the whole subclause to be deleted, as a second alternative I would be happy to support the amendment because a very good case has been made out. One might, perhaps, object to the principle of the charge for the vehicle being based on a variable sum, such as a share in the earnings, but the Minister cannot put up a case in connection with a vehicle hired at a fixed sum.

The person hiring the vehicle might say, "I will pay you so much per week," and thereafter he is in business on his own account. The question resolves itself into a difference of opinion between the Government and the Opposition as to who should be covered as employees under the Industrial Arbitration Act. It is our objective to encourage people to hire vehicles with the ultimate aim of ownership, and to treat them as employers rather than employees. It is from people like these who start off in a small way that the big employers come.

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

Ayes—15	
Mr. Bovell	Sir Ross McLarty
Mr. Cornell	Mr. Owen
Mr. Court	Mr. Perkins
Mr. Crommelin	Mr. Roberts
Mr. Hearman	Mr. Watts
Mr. Hutchinson	Mr. Wild
Mr. Lewis	Mr. I. Manning
Mr. W. Manning	*(Teller.)*

Noes—21

Mr. Bickerton	Mr. Moir
Mr. Brady	Mr. Norton
Mr. Evans	Mr. Nulsen
Mr. Gaffy	Mr. Potter
Mr. Hall	Mr. Rhatigan
Mr. Hawke	Mr. Rowberry
Mr. W. Hegney	Mr. Sleeman
Mr. Jamieson	Mr. Toms
Mr. Johnson	Mr. Tonkin
Mr. Lawrence	Mr. O'Brien
Mr. Marshall	*(Teller.)*

Pairs.

Ayes.	Noes.
Mr. Brand	Mr. Kelly
Mr. Mann	Mr. Lapham
Mr. Nalder	Mr. Graham
Mr. Grayden	Mr. Heal
Mr. Oldfield	Mr. Andrew
Mr. Thorn	Mr. May

Majority against—6.

Amendment thus negatived.

Mr. CROMMELIN: I move an amendment.

> Page 8, line 2—After the word "section" insert a new subparagraph as follows:—
>
> (a) where the employee is employed on piece or bonus work or any other system of payment by results, he shall be paid during any period when he is on long service leave at the ordinary rate of pay which would be applicable to him if he was employed in the industry appropriate to his calling on a time basis and not on piece or bonus work or other system of payment by results.

This subparagraph is taken from the court's April award and in order to clarify the rate of pay, the word "ordinary" which appears in the April award has been inserted before the words "rate of pay."

Mr. W. HEGNEY: I would like to indicate that I am not opposed to this amendment, although I think that, in some small way, it may act as a restriction. I understand that later on it is proposed to delete the clause in the Bill which refers to bonuses and piecework and the task system of payment by results.

Mr. Court: The subclause.

Mr. W. HEGNEY: Although I do not object to the amendment, I hesitate all the time to overthrow the wording of the Parliamentary Draftsman.

Amendment put and passed.

Mr. CROMMELIN: I move an amendment—

> Page 8, lines 4 to 7—Delete the words "for an employee's work under the conditions of his employment the ordinary time rate of pay shall subject to paragragh (d) of this subsection" and insert in lieu thereof the words "under the provisions of paragragh (a) of this subsection the ordinary time rate of pay shall."

This is just a method of calculation to be followed only when the other method cannot be followed. We contend that this would make the intention clearer.

Amendment put and passed.

Mr. CROMMELIN: I move an amendment—

> Page 8, line 28—Delete the words "paragraph (d)" and insert in lieu thereof the words "paragraph (a)".

Amendment put and passed.

Mr. CROMMELIN: I move an amendment—

> Page 8, lines 38 to 42—Delete, where they twice occur, the words "or such greater sum as is prescribed by the regulations".

The intention in striking out these words is that the alteration of an amount which has to be fixed as board should be done through Parliament and not by regulation. It is noticeable that in this Bill there is no suggestion that the amount prescribed can be decreased, but only that it can be increased. I would like to point out to the Minister that under the Income Tax Act an amount of 20s. per week is fixed for board and 5s. per week for lodging. This amendment was agreed to in regard to the 1957 Bill.

Mr. W. HEGNEY: I hope that the Committee will not agree to this amendment. The clause is clear. There could be cases where 30s. a week will be the basis, but there could be cases where it is obvious that 30s. and 10s. respectively would be too low, and the method of fixing an equitable rate should be by regulation. There is nothing wrong in that. I suggest that before any regulations were gazetted the circumstances in any particular case would be taken into account, and the amount fixed accordingly.

The figures mentioned by the hon. member for Claremont are no criterion at the present day when there are awards or industrial agreements which provide for board and lodging; and I think it will be found that in certain cases the amounts are more than 30s. and 10s. respectively. Therefore I do not think the Committee should have any violent objection to leaving the provision as it is. Where it is not fixed under the conditions of employment, the amount should be fixed by regulation.

Mr. COURT: I support the amendment moved by the hon. member for Claremont because we object to the excessive use of regulations for fixing amounts. It has been provided in this clause that the cash value of any board or lodging provided for any employee shall be deemed to be its cash value as fixed by or under the conditions of the employee's employment; and in most cases that would be fixed by mutual agreement. It goes on to provide that

where there is no such amount fixed, it shall be 30s. for board and 10s. for lodging.

The reference the hon. member for Claremont made to the Income Tax Act is very pertinent. It is no good the Minister brushing that one aside, because that is the allowance that is agreed upon by the Taxation Department in respect of its dealings with the employer. It will be noticed that it is 10s. less in regard to board and 5s. less in regard to lodging. If the Minister wanted to get these amounts varied he could come back to Parliament from time to time. In most cases it will be worked out by mutual agreement, which is very desirable. Those people covered by awards are not directly affected; and I think it would be advisable to leave the maximum fixed in the Bill and not to have a provision for fixing amendments by regulation. Even having regard for ease of administration, I still think we should avoid further regulations.

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

Ayes—14	
Mr. Bovell	Mr. W. Manning
Mr. Cornell	Sir Ross McLarty
Mr. Court	Mr. Owen
Mr. Crommelin	Mr. Perkins
Mr. Hearman	Mr. Roberts
Mr. Hutchinson	Mr. Wild
Mr. Lewis	Mr. I. Manning *(Teller.)*

Noes—20	
Mr. Bickerton	Mr. Moir
Mr. Brady	Mr. Norton
Mr. Evans	Mr. Nulsen
Mr. Gaffy	Mr. Potter
Mr. Hall	Mr. Rhatigan
Mr. W. Hegney	Mr. Rowberry
Mr. Jamieson	Mr. Sleeman
Mr. Johnson	Mr. Toms
Mr. Lawrence	Mr. Tonkin
Mr. Marshall	Mr. O'Brien *(Teller.)*

Pairs.	
Ayes.	Noes.
Mr. Brand	Mr. Kelly
Mr. Mann	Mr. Lapham
Mr. Nalder	Mr. Graham
Mr. Grayden	Mr. Heal
Mr. Oldfield	Mr. Andrew
Mr. Thorn	Mr. May
Mr. Watts	Mr. Hawke

Majority against—6.

Amendment thus negatived.

Mr. CROMMELIN: I move an amendment—

Page 9—Delete paragraph (d).

Mr. W. HEGNEY: This amendment is consequential on the passing of amendments Nos. 10 to 12 on the notice paper, and I have no objection to it.

Amendment put and passed.

Mr. CROMMELIN: I move an amendment—

Page 9—Insert after paragraph (c), the following new paragraph to stand as paragraph (d):—

(d) Where by agreement between the employer and the employee the commencement of the leave to which the employee is entitled or any portion thereof is postponed to meet the convenience of the employee, the rate of payment for such leave shall be at the ordinary time rate of pay applicable to him at the date of accrual or, if so agreed, at the ordinary time rate of pay applicable at the date he commences such leave.

This wording follows the award of the court and is purely an interpretation of "ordinary pay." It is better expressed here than in Clause 9 of the Bill, which deals with another matter.

Mr. W. HEGNEY: The purport of the clause is to determine the rate of pay at which an employee should proceed on long service leave, if it has been postponed at his request. I do not intend to oppose the amendment. But the matter is covered in a later clause; and when we reach it, it will be necessary to delete that clause. The principle is the same in both cases, and I have no objection to the amendment.

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

Clause 5—put and passed.

Clause 6—What constitutes continuous employment:

Mr. ROBERTS: I move an amendment—

Page 12—Delete Subclause (4) and insert in lieu thereof the following:—

(4) (i) Where a business has, whether before or after the coming into operation hereof, been transmitted from an employer (herein called "the transmittor") to another employer (herein called "the transmittee") and an employee who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee—the period of the continuous service which the employee has had with the transmittor (including any such service with any prior transmittor) shall be deemed to be service of the employee with the transmittee.

(ii) In this subclause "transmission" includes transfer, conveyance, assignment or succession whether voluntary or by agreement or by operation of law and "transmitted" has a corresponding meaning.

The reason for this amendment is that it brings the clause into line with part (b) (3), on page 1 of the Long Service Leave Clause. As has been indicated previously, unless we keep to the subclause in the award, it could result in disputation between lawyers in the courts; whereas we want, if possible, to avoid such disagreement.

Mr. W. HEGNEY: The hon. member for Bunbury did not tell us the difference between the provision in the Bill and his amendment. Is there any difference?

Mr. Court: Not in the net result. I thought the hon. member for Bunbury made that quite clear.

Mr. Roberts: I indicated to the Minister that what is in the Bill could be the cause of disputation between lawyers.

Mr. W. HEGNEY: It is not going to be the cause of disputation amongst reasonable men like ourselves, and that is why I am going to agree to the amendment because, in principle, it is the same as the provision in the Bill.

Mr. COURT: I do not rise to oppose the amendment because I support the reasons advanced by the hon. member for Bunbury; namely, that the amendment is to avoid disputation among lawyers. What I want to comment on is that a problem will arise—in fact, it has already arisen—in regard to the application of this clause to small business people. I understand that the Leader of the Country Party wants to make some comment to this clause but, unfortunately, he is absent at the moment. No doubt he will add his comments at a later stage.

The Minister, I am sure, will have heard of cases where small businesses have changed hands within the last two years and the new owner has taken over, say, two employees who have accumulated 20 years' service thus qualifying immediately for long service leave. We do not dispute the right of those employees to obtain leave from the transmittee, but where there is a small staff of three or four employees, the impact on the new owner will be considerable. If there are two out of four employees who immediately qualify, the cost could amount to roughly £500 to send them on leave immediately.

The transmittee, who had no knowledge of this legislation two years ago, would have no right of redress against the transmittor. It is impracticable, however, to introduce an amendment that would give any redress because greater inequity may be caused in trying to correct the inequity already existing. Nevertheless, the Minister could have a word in the responsible quarter to ensure that, in such cases, when the transmittee is seeking a deferment of the leave to spread its incidence, greater consideration will be given to him to enable him to spread the impact of the long service leave burden over a longer period.

For example, if the transmittee could extend that leave over, say, five years with the mutual consent of the employees, it would be comparatively easy. However, if mutual agreement failed they would have to go to the board of reference for relief. It would be a good thing if the Minister could declare, as a matter of policy, that in such cases where the transmittee is unable to get redress from the transmittor, the incidence of the long service leave is spread over a longer period.

Mr. WATTS: Under the provisions of this legislation some extraordinary happenings could, unfortunately, take place. While I do not suggest that the intention of the legislation is in itself wrong, I think careful consideration should be given by the Minister to some problems that might arise. I can give him an example of what I am referring to.

A friend of mine, a proprietor of a country garage, purchased a business approximately two years ago from the previous owner who had been running it for the best part of 20 years. At the time of purchase there was no long service leave legislation foreshadowed, and therefore this question was not taken into consideration. The new owner took over, with that business, two employees who had been with the previous owner approximately 17 or 18 years. The situation of the new owner is that when this long service leave legislation comes into force, and when his employees have been in his service for approximately only two years, he is going to be under an obligation to provide long service leave calculated on their employment for 20 years.

That is going to involve him in £400 or £500. In principle, we all agree that long service leave is desirable, and it is very difficult to see how we can, in fairness, transmit any of the liabilities of the previous owner notwithstanding the fact that the employee was seven-eighths or more of the qualifying period in the service of the previous owner. As I understand the position, the new proprietor will be liable for all the long service leave due to both of those men. He could be classed as a small businessman, and the additional sum of £400 or thereabouts is going to impose a considerable burden on him. Had this legislation been likely to come into operation at the time of purchase doubtless he would have given consideration to the respective liability in the calculation of his purchase price; but, of course, that position did not exist.

In short, because of this legislation, he is actually going to pay £450 more for the business than he did pay. I want to know what measure of relief can be afforded, if any, to such employers. I have quoted only one case, but there have been many other similar transactions, and no doubt similar circumstances have arisen in a percentage of these cases. Therefore, some consideration should be given to those proprietors who are placed in this unfortunate situation, and I would like to hear from the Minister what he thinks could be done to straighten out the position in a reasonable manner.

Mr. W. HEGNEY: In reply to the hon. member for Stirling, I would point out that the matter has been considered, especially in relation to owners of small businesses. However, a measure of this nature, with exactly the same clause in it, including the obligations imposed on the transmittee, has been passed by at least three of the other States. I have not had any advice as to the impact of it on small businesses in the Eastern States. I can appreciate the viewpoint put forward by the hon. member for Stirling. Nevertheless, I am sure that he would agree that it would be very difficult to draft some provision to be included in this legislation to overcome such difficulties. It would be almost impossible.

Mr. Court: The burden could be eased by administration.

Mr. W. HEGNEY: The hon. member for Nedlands in referring to the matter being dealt with by administration, took the view that it was unavoidable that the transmittee should have to meet the obligations, and suggested the liability should be spread over a period. However, from the tone of the remarks made by the hon. member for Stirling, he holds the view that the transmittee should be absolved from any liability that may have accrued prior to his taking over the business.

Mr. Watts: I do not propose to go as far as that because that would deprive the employee of what is provided here. I want you to give some measure of relief rather than have all the obligations fall on the transmittor.

Mr. W. HEGNEY: I will not mislead the Committee by saying that something will be done, because if the Bill is passed it will be obligatory on all employers to conform to its provisions. It is possible that larger businesses could absorb this more easily than could the small ones. I cannot give any positive assurance in this matter.

Mr. Court: If you indicated that it was the policy of the Government to try to ease the burden, it would be interpreted by the tribunal as a lead that it should try to assist these cases.

Mr. W. HEGNEY: I think the interpretation of the award by the employers' organisations and the trade unions would be quite reasonable; and if the employers, for some reason, found it necessary to postpone leave, the employees would be quite reasonable about it. The circumstances of each case would be considered. But we will have regard to what the hon. member for Stirling and the hon. member for Nedlands have said.

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

Clause 7—Employment before commencement of this Act:

Mr. COURT: I move an amendment—

Page 12, line 30—Delete the word "continuous."

This is important because there would be an anomaly if this word were not removed. In lines 34 and 35 the words "be deemed" occur, and I am assured on good legal authority that this could completely distort the intention of the Bill. It could, in fact, mean, "notwithstanding the provisions of Section 6." Legally the words "be deemed" are very important; and if we deleted the word "continuous" we would overcome the damage that could be done by the words "be deemed." This amendment makes the clause sensible and does not upset the original intention.

Mr. W. HEGNEY: I have no objection to the amendment. It makes no difference whether or not the word "continuous" is there.

Mr. Court: It has a great legal difference.

Mr. W. HEGNEY: The Parliamentary Draftsman would have in mind what constituted continuous employment. It is quite clear, and I am advised there will be no question as to the continuity of employment. It will have to be proved in any case.

Amendment put and passed.

Mr. COURT: I move an amendment—

Page 13, line 1—Insert after the word "leave" the words "in the nature of long service leave."

The significance of this is to bring the clause into conformity with Part (f) (3) of the court's April Long Service Leave Clause, and to make certain there is no argument about obligation.

Mr. W. HEGNEY: I have no objection to the amendment.

Amendment put and passed.

Mr. COURT: I move an amendment—

Page 13, line 11—After the word "Act" insert the words "and to be satisfaction to the extent thereof of any entitlement of the employee under this Act."

Here again we come to the question of bringing the two documents into agreement. This partly acknowledges the principle of offset on which debate will ensue when that clause is reached. That principle was incorporated into the consent award and it has been written into this subclause of the Bill.

Mr. W. HEGNEY: This position is covered by the clause under discussion, and hon. members will see that, if they

read Subclause (2) of Clause 7 on page 13. I suggest the words in the amendment are not necessary.

Mr. COURT: It was thought fit to include the words "and to be satisfaction to the extent thereof of the entitlement of the worker hereunder" in part (f) (3) of the consent award. There was a good reason to include those words. It was done to remove any doubt that leave taken, or payment in lieu under this subclause was satisfaction for the employer's responsibilities under the Act. It is desirable to keep these two documents in conformity with each other.

If it is provided, and as based on the advice received by the Minister, there is no danger in including these words to make doubly sure of the position and to satisfy Parliament that as far as practicable it is in accordance with the award.

Mr. W. HEGNEY: I do not oppose the amendment, but would point out that it will add unnecessary words to the clause.

Amendment put and passed.

Mr. COURT: I move an amendment—

Page 13, line 11—Add the following new subclauses:—

(3) The entitlement to leave hereunder shall be substitution for and satisfaction of any long service leave to which the employee may be entitled in respect of employment of the employee by the employer.

(4) An employer shall be entitled to offset any payment in respect of leave hereunder against any payment by him to any long service leave scheme, superannuation scheme, pension scheme, retiring allowance scheme, provident fund, or the like or under any combination thereof operative at the coming into operation of this Act.

This amendment deals with the right of offset in the fullest sense, although the principle was acknowledged in Subclause (2). I invite the attention of the Committee to the last few words of the amendment which read—

or under any combination thereof operative at the coming into operation of this Act.

Proposed Subclause (3) provides for an offset against the scheme, while proposed Subclause (4) provides for an offset against the Act. It is important that these two principles be understood in considering this amendment. There are certain entitlements under the scheme which the employer voluntarily introduced; and if we do not make a provision as in proposed Subclause (3), the employer can give leave in accordance with statute, and still find himself having to meet the legal commitments in respect of leave under the scheme.

Proposed Subclause (4) is the reverse. It applies for an offset in respect of leave given under the scheme against the statutory commitment under the Act. It is important that these two provisions be incorporated in the clause.

It is important to study the provision in respect of offset in the other States. In New South Wales, there is an exemption provision. It is the result of a decision; and in that State one can receive, in effect, pay in lieu of leave—a principle from which we in Western Australia are trying to get away except in unusual cases. As a result of that decision in New South Wales, one can have the effect of offset against superannuation, pension, and similar schemes.

In Western Australia the idea is to keep to the leave principle, and not to give pay in lieu of leave. It has been acknowledged on both sides that the intention of the legislation is to give workers recreational leave and not a sum of money in lieu. Therefore, one of the main reasons why offset is necessary is to ensure that an employee, in conjunction with the employer, does not use ways to get pay in lieu of leave and avoid the physical taking of recreational leave.

In Tasmania, the provision is the same as that in New South Wales; and there is also provision for payment in lieu of leave. In Queensland, the position is as in New South Wales. In Victoria, there are no exemptions for superannuation, etc. In South Australia, there is provision for payment in lieu of leave; and there are also exemption provisions.

In presenting this amendment, I am not putting forward anything revolutionary. I am submitting something which is really commonsense, and is in accordance with the consent award made by the court in April of this year. For some reason the Government has seen fit to leave this offset provision out of the Bill. On reflection, the Government must agree that the practical effect could be to the detriment of the worker.

Mr. W. Hegney: We will take that risk.

Mr. COURT: Why take the risk when it is quite unnecessary and undesirable? Under the Minister's proposition we would have this situation: An employer who tried to do the decent thing ahead of time, without being compelled by award or legislation, is going to be penalised, unless he takes the action—which is repugnant to most employers—of amending the scheme he introduced.

The Minister knows that these schemes are capable of amendment to meet changing circumstances. They have to be arranged on a fairly elastic basis under various trust and other deeds that are

executed; otherwise they would be completely unworkable as the circumstances in industry and business changed. If the Minister persists in getting the Bill through in its original form, it means that the employers I have mentioned will be forced to take action under the schemes.

A simple case as illustration is a person who is due to retire in a couple of years' time. He is due to receive £1,500 from his employer. In the meantime he has to go on long service leave because he has an immediate entitlement. When that scheme was entered into the proposition of long service leave by statute or award was not contemplated. An employer who was good enough to introduce the scheme is now in this position: If the employee goes on leave, and the Minister persists, the former will not only receive £300 of pay for his leave immediately, but also £1,500 on retirement.

The industry to which I am referring is a highly competitive one. The competitors of this particular trader have made no provision for their staff. They are waiting until they are compelled by law to make provision. They have the laugh on the employer who tries to do the decent thing. If we bring in legislation of this nature, we will encourage employers to wait for the passing of legislation instead of trying to anticipate change. Any change brought about in industry for the betterment of the worker or industry is desirable; and it is desirable that the change be brought about by mutual arrangement in anticipation, instead of being compelled. It is the laggard against whom we want to legislate; therefore it is important to allow the offset provision in my amendment.

Mr. W. HEGNEY: I oppose this amendment. I am advised that to obtain entitlement of leave, which resulted in a consent award before the court, the unions were obliged to accept the clause which was included in the agreement. That is the agreement between the Employers' Federation and the unions. I do not know if the hon. member for Nedlands will agree with me.

Mr. Court: I certainly do not agree with that proposition.

Mr. W. HEGNEY: I am telling the Committee that the trade unions will, as far as I know, take steps to try to have that clause deleted from the agreement. I indicate now that I left the clause out deliberately because I was not going to put anything in a Bill of this nature that would cut across the desires of the trade union movement.

Mr. Court: I understand you left it out by direction.

Mr. W. HEGNEY: When I say "I," I mean as a representative of the Government. We left this offset clause out of the Bill because the unions were obliged to accept it before they could get the agreement which was registered in the Court of Arbitration. I cannot agree to it, because it is all-embracing and it could work in many cases to the detriment of the employees. An employer would introduce a provident scheme in good faith, but he would obtain advantages from it —he would have stability of employment. If this were not so, the average employer would not institute a provident fund or a superannuation scheme.

Mr. Court: Surely you do not want to hit a man twice! You are going to penalise the man who has done the right thing.

Mr. W. HEGNEY: The employees could be paying for long service leave.

Mr. Roberts: In what way?

Mr. W. HEGNEY: In the way I have indicated.

Mr. Court: You have not indicated at all. Tell us how they could pay for long service leave.

Mr. W. HEGNEY: A retiring allowance is usually one of the terms of employment and there must be some reason why an employer would give it.

Mr. Court: At that time there was no commitment for long service leave. You have to be fair.

Mr. W. HEGNEY: I do not see any strong grounds for the offset clause to be introduced into the Bill and hope the Committee will defeat it.

Mr. CROMMELIN: I hope the Committee will agree to this amendment, and I will quote a specific case to the Minister. This morning, for two hours, four of us who were interested in a manufacturing concern had to debate this very question. We have a provident fund for the men; but as the Minister will know, in certain trades today it is impossible to know the position from one week to another, particularly when a small concern such as ours has to make provision for long service leave which, 12 months ago, was something we knew nothing about. However, we did the right thing by attempting to provide a retiring allowance.

We cannot get away from the fact that if this Bill becomes an Act and long service leave is compulsory, all companies will have to make provision for it; but surely there are limits to the provision which a small company can make! Employees contribute to these provident funds; but so do employers. In some cases an employer pays in a greater sum per week than an employee. I am not suggesting for one moment that if there were an offset clause an employee should lose his long service leave, as I think he is entitled to 13 weeks after 20 years' service. However, there is a limit to which small companies can go.

Mr. ROBERTS: I support the amendment because I have had practical experience with reference to a provident guarantee fund. I say without fear of contradiction that it is an excellent fund; because not only does it cover employees who have given good and faithful service to a particular company over many years, but it also—this may surprise the Minister for Labour—includes everybody who has been with the firm for three years, and has reached the age of 21. It includes women employees. As the Minister well knows, women employees, when they reach the age of 24 or 25, leave the company and receive quite a decent glory box.

If the Minister does not agree to this offset clause, it will affect many small firms and other individuals who have endeavoured to assist their employees on their retirement. As the hon. member for Claremont has said, there are only a certain number of businesses which can afford both. It should be possible to offset the amount against any particular scheme which a company, in its wisdom and consideration for its employees, has instituted. I support the amendment and trust that the Minister will reconsider the decision he has made.

Mr. JOHNSON: I oppose the amendment and also the whole suggestion of substitution. In doing so, I feel that the Opposition has made nothing in the nature of a case. The principle of long service leave is—according to the hon. member for Nedlands only a few moments ago—to give recreation leave to the worker. Pension schemes, superannuation schemes, provident funds, etc., are not intended for that purpose but for an entirely different one. The objective of those other schemes is to provide for a person's retirement. The two things are entirely different and should never be confused.

I worked for some considerable time in an industry which has for very many years had a form of retirement scheme, the object of which was twofold. The employee contributed a proportion of his salary each week and the employer also contributed a sum. After many years of service, if a person retired at the age of 65 he would receive a pension. If at any stage before that he were to offend the directors and, in particular, if he were to cause any loss of money to the employers, they would recompense themselves from that fund. In other words it was an insurance for the employer. It insured him against defalcations by the employee. That has nothing to do with long service leave.

Furthermore, it has the effect, as all employers know, of keeping long-term employees in the job by giving them pension rights which are applicable only when they retire on account of age, ill health, or by agreement with the employer. They are tied to the job; and only if a proposal to change is exceptionally attractive and—

Mr. Roberts: Are you opposed to the superannuation schemes?

Mr. JOHNSON: I am not too fond of them; because they are a method of keeping employees. They have their advantages and disadvantages.

Mr. Roberts: There are a lot in the Government service, you know. And you are against them?

Mr. JOHNSON: I am not saying I am against them; but I have certain strong views in relation to them, and much prefer Government schemes to the one in which I participated.

Mr. Roberts: What are the main differences between the two schemes?

Mr. JOHNSON: One of the differences is that despite the fact that I contributed all the time I was in the job, when I left I received only what I had put in and nothing else, although the terms of my employment were that I should be entitled to a pension and that the employer would subscribe to that pension. But when I left all I received was what I put in and a little interest.

Mr. Roberts: That is all you will get if you go out at the next election.

Mr. JOHNSON: That does not mean that I think it is right. I think that should be amended, too; and I trust it will be before very long.

Superannuation schemes are adopted by employers largely as a method of stabilising their employees; and, in particular, for holding the long-term employees who might be capable of being attracted by other employers looking for good and well-trained persons. To get the two principles of superannuation and long service leave mixed is very involved thinking; and I believe it is not in the interests of anybody—with the possible exception of those employers who have only just entered into a scheme to hold their employees—to try to introduce this principle. I am opposed to it quite strongly.

Mr. COURT: I do not think any argument has been put up by the Government side against this amendment. The hon. member for Leederville, in trying to draw an analogy between Government and private service, was not on very sound grounds. The development of employers' schemes has been gradual over the last 20 or 30 years but there have beeen signs of acceleration in more recent times. I am quite certain that if this particular Bill goes through in its present form, without this amendment, there will be an immediate slowing down of these special schemes by employers to grant retirement and other benefits because they will say, "When are we going to get knocked next? We instituted this scheme in good faith"—whatever name they

have given it—"for the benefit of the employees, but it is too dangerous to make concessions to employees because the Government can knock us without giving us any right to offset." That is what will happen if the Minister has his way.

The Minister's case rested on the suggestion that the unions had negotiated this agreement with a gun at their head. It is quite wrong. They went to the court with a consent application, and the court—

Mr. W. Hegney: They had to agree beforehand.

Mr. COURT: Yes, they agreed beforehand.

Mr. Johnson: When last did you see a shotgun in church?

Mr. COURT: It was very noticeable that they got together and in spite of the Minister's attempts to sabotage it last year, they still arrived at an agreement and took that agreement to court.

Point of Order.

Mr. W. Hegney: I have a vivid recollection of recently using the word "sabotage" and the hon. member for Nedlands smartly objected. The Speaker asked me to withdraw my remark which I did unreservedly. I am not thin-skinned, but I think the hon. member for Nedlands might do the same, and I request accordingly.

The Chairman: The Minister has requested that the hon. member withdraw his remark.

Mr. Court: Mr. Chairman, if the Minister is so thin-skinned, after the remarks the Premier has made in reference to me, I withdraw my remark. The Premier must surely blush under that rather pale skin of his today.

Mr. Bovell: He has gone past that.

Debate Resumed.

Mr. COURT: The employee and employer bodies reached an agreement in spite of the efforts to upset that agreement. They went to the court and what was the situation? The court could accept it and make a consent award if it so desired. It could reject it or it could amend it. But did the court amend it? The Minister well knows that the court can amend a consent submission which is made by employee-employer bodies. The classic case is the one of the shop assistants. If the court had felt that there had been any dragooning by the employees' or employers' representatives it could have refused or amended the consent award. But it did not, but promulgated it. And why? Because it is consistent with the promulgations in practically all the other States. Therefore I consider the Minister is on very unsound grounds in opposing this amendment and in the interests of the worker in this State—if for no one else—he should agree to it.

Mr. W. HEGNEY: I understand the President of the Court made a few remarks in regard to this very clause.

Mr. Court: Did he amend the award?

Mr. W. HEGNEY: No; but he was not over-happy in regard to this particular clause.

Mr. Court: That sounds strange coming from you!

Mr. W. HEGNEY: In regard to the schemes and matters referred to, the hon. member for Nedlands hit the nail on the head very soundly. He pointed out that provident funds and superannuation funds are entirely different things to long service leave; and so they are. Long service leave is a period of rest granted to an employee after a long period of service.

Mr. Court: You are distorting what I said.

Mr. W. HEGNEY: I am not.

Mr. Court: You are.

Mr. W. HEGNEY: Superannuation and provident funds are different altogether. The hon. member for Nedlands said that employers would put the soft pedal on introducing such schemes if the provision in the Bill were agreed to. I suggest that in cases where it suits a sole employer or a company, and they can get an advantage in retaining the services of valuable employees, they will still introduce provident and superannuation funds, even if the long service leave provision is passed.

The amendment is all-embracing and we could not agree to it. I should like to refute the statement made by the hon. member for Nedlands that despite my efforts the unions obtained an agreement. As the responsible Minister the unions advised me they did not want certain provisions at any cost—I refer to the amendments introduced by the Liberal Party last year. It was as a result of that advice that we refused to go on with the Bill last year. The unions considered that they could get as good as if not a better deal from the Arbitration Court than they could get if the amendments moved by the Liberal Party last year were accepted.

Mr. Court: They advised you badly.

Mr. W. HEGNEY: I refer hon. members to the amendments that were placed on the notice paper last year by the Liberal

Party. The Government would not accept them under any circumstances, and the trade union movement agreed with the Government.

Mr. Court: You tell the Committee about the amendment which we offered to you but which you treated with contempt!

Mr. W. HEGNEY: As a result of the Government's refusal to accept the series of amendments, one of which would have stultified the court for ever in regard to long service leave provisions, the trade union movement agreed with the employers on the document which has now been accepted. But to get the agreement the unions had to agree to the offset clause; that was one of the conditions. The unions are anxious to have the clause which is now under discussion excluded from the consent award, and I hope the Committee will not agree to the amendment.

Mr. COURT: The Minister glossed over the important thing. He talks about "gun at the head" tactics.

Mr. W. Hegney: I did not mention that.

Mr. COURT: Probably the Minister used something stronger. He gives the impression that the Arbitration Court has no power. It has complete power over submissions put before it, and there is no suggestion of dragooning by one party or the other. The Minister knows that in all industrial negotiations there has to be give and take. He knows as well as I do that there are some clauses in this Bill which are objectionable to employers' interests; but they had to give way and, in return, they asked for some take on other clauses. If one reads some of the clauses, one is amazed at the employers agreeing to them; but they have to give way knowing that the employees have had to give way on certain of their conditions.

The Industrial Arbitration Court sits in judgment on the submissions that come before it, and works out whether in its own estimation it is a fair proposition. I think the Minister is being just as badly advised on this offset provision as he was on the whole of the long service leave provisions last session.

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

Ayes—15	
Mr. Bovell	Sir Ross McLarty
Mr. Cornell	Mr. Owen
Mr. Court	Mr. Perkins
Mr. Crommelin	Mr. Roberts
Mr. Hearman	Mr. Watts
Mr. Hutchinson	Mr. Wild
Mr. Lewis	Mr. I. Manning
Mr. W. Manning	*(Teller.)*

Noes—21	
Mr. Bickerton	Mr. Moir
Mr. Brady	Mr. Norton
Mr. Evans	Mr. Nulsen
Mr. Gaffy	Mr. Potter
Mr. Hall	Mr. Rhatigan
Mr. Hawke	Mr. Rowberry
Mr. W. Hegney	Mr. Sleeman
Mr. Jamieson	Mr. Toms
Mr. Johnson	Mr. Tonkin
Mr. Lawrence	Mr. O'Brien
Mr. Marshall	*(Teller.)*

Pairs.	
Ayes.	Noes.
Mr. Brand	Mr. Kelly
Mr. Mann	Mr. Lapham
Mr. Nalder	Mr. Graham
Mr. Grayden	Mr. Heal
Mr. Oldfield	Mr. Andrew
Mr. Thorn	Mr. May

Majority against—6.

Amendment thus negatived.

Clause, as previously amended, put and passed.

Clause 8—Entitlements to long service leave benefits:

Mr. COURT: I move an amendment—

Page 14, line 8—After the word "years" insert the words—

> unless such termination takes place after the employee has become entitled to leave under subsection (2) of this section when it shall be the leave due under such subsection and in addition such proportion of thirteen weeks' leave as the number of completed years of such employment after the accrual of such entitlement bears to twenty years.

I refer hon. members to Part C, Clause 3 (b) (ii) of the award which deals with this particular problem. I think the Minister will have to agree with this amendment because, if he does not, the position could arise where an employee who took his leave after the entitlement period could be at a disadvantage, and he could be granted only a fraction of the leave to which he was entitled.

Mr. W. Hegney: I do not think so; but I agree to the amendment.

Mr. COURT: It could be, on the strict interpretation of the proposal in the Bill, that an employee who took his leave, by arrangement, in the 25th year of his service, would get 5/20ths of the 13 weeks instead of 25/20ths; so we seek to ensure that the person who takes his leave after 20 years' service will get his full entitlement.

Mr. W. HEGNEY: I have had the clause checked, and I am in favour of the amendment. I understand that, even

in the way the Bill is worded, if an employee works for 30 years he would get a proportion of the 13 weeks based on the fraction of 30 over 20.

Mr. Court: That is what was intended, but it was never achieved.

Mr. W. HEGNEY: That is my understanding of it, and I accept the amendment.

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

Clause 9—Commencement of long service leave:

Mr. CROMMELIN: I move an amendment—

Page 15—Delete Subclause (2).

This amendment is consequential to amendment No. 16 set out on the notice paper.

Mr. W. HEGNEY: This is a consequential amendment, and I agree to it.

Amendment put and passed.

Mr. ROBERTS: I move an amendment—

Page 15—Delete Subclause (3) and insert in lieu thereof the following:—

> (3) In a case to which paragraph (b) or paragraph (c) of subsection (2) of section eight applies the employee shall be deemed to have been entitled to and to have commenced leave immediately prior to such termination. In such cases and in any case in which the employment of the employee who has become entitled to leave hereunder is terminated before such leave is taken or fully taken the employer shall, upon termination of his employment otherwise than by death pay to the employee and upon termination of employment by death pay to the personal representative of the employee upon request by the personal representative, a sum equivalent to the amount which would have been payable in respect of the period of leave to which he is entitled or deemed to have been entitled and which would have been taken but for such termination. Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.

This amendment is designed for simplicity, because it seeks to bring the measure into line with the award; and I ask the Minister to agree to it.

Mr. W. HEGNEY: I agree to the amendment.

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

Clause 10—Payment in lieu of long service leave on death of employee:

Mr. ROBERTS: I propose to vote against this clause, and I hope the Minister will agree to have it struck out.

Clause put and negatived.

Clause 11—Taking leave in advance:

Mr. CROMMELIN: I move an amendment—

Page 17, lines 1 to 16 inclusive—Delete and insert in lieu thereof the following:—

> (1) Any employer may by agreement with an employee allow leave to such an employee before the right thereto has accrued due, but where leave is taken in such a case the employee shall not become entitled to any further leave hereunder in respect of any period until after the expiration of the period in respect of which such leave had been taken before it accrued due.
>
> (2) Where leave has been granted to an employee pursuant to the preceding paragraph before the right thereto has accrued due, and the employment subsequently is terminated, the employer may deduct from whatever remuneration is payable upon the termination of the employment a proportionate amount on the basis of thirteen weeks for twenty years' service in respect of any period for which the worker has been granted long service leave to which he was not at the date of termination of his employment or prior thereto entitled.

The purpose of the amendment is to bring the situation into line with the long service leave agreement in Clause F(1) and (2). Although the clause as printed gives an employee an opportunity to approach his employer, it does not give the employer an opportunity to approach his employee. On occasion it may suit the worker to take his leave six months or a year earlier, and the employer could agree. It could be of help to the employer on other occasions, especially in industries dependent on obtaining contracts, if the employee could be asked to take his leave during a slack period with an assurance that there would be no difficulty about his being employed when there was more work available. I am sure the employee would be reasonable and would fall in with the suggestion.

Mr. W. HEGNEY: I have no objection to the amendment. It is in line with the agreement between the employers and the unions.

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

Clauses 12 and 13—put and passed.

Clause 14—Constitution of Board of Reference:

Mr. COURT: I move an amendment—

Page 18, line 16—Delete the words "one deputy member who" and insert in lieu thereof the words "deputy members one of whom."

The Bill only provides for one deputy member; and having regard to the fact that this is a continuing board of reference, it is desirable to have more than one deputy. Most boards are constituted for specific purposes, on the fulfilment of which their responsibility ceases. But this one will continue. There are also serious penalties provided for non-attendance of the members of the board of reference. They will be approved persons, and the amendment will overcome the difficulties that arise in the case of absence through sickness and other causes.

Mr. W. HEGNEY: I have no objection to the amendment.

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

Clause 15—Functions of the Board of Reference:

Mr. COURT: I move an amendment—

Page 18, line 28—After the word "disputes" insert the words "referred by a party thereto."

This is the first of several amendments dealing with jurisdiction. It is important to note the situation under the Industrial Arbitration Act at present. Firstly, a man sues before an industrial magistrate for under-payment of wages. Following that, there is an appeal to the Industrial Arbitration Court if one of the parties so desires; and beyond that, provided the amount is sufficient in accordance with the Act, there is a further right of appeal to the Supreme Court.

On the question of the Industrial Arbitration Court's jurisdiction, there is a right of appeal to the Supreme Court. That was exemplified recently when the Transport Workers' Union used its right of appeal to go to the Supreme Court and subsequently, to the High Court.

That demonstrates the fact that this right of appeal has been acknowledged in the Industrial Arbitration Act in this State, and it is contrary to this Bill which sets out a sole jurisdiction. It sets up the board of reference as the sole authority from which there is no appeal. That is very unsound. We should pass the amendment so as to provide other forms of jurisdiction. Dealing with this particular subject, there are several other amendments I shall submit later on; but the one now before the Committee sets out the principle.

Mr. W. Hegney: The hon. member says there was no appeal from a decision of a board of reference.

Mr. COURT: I made that point wrongly.

Mr. W. Hegney: So far as I know, there is no appeal under the agreement reached between the unions and employers; but there is provision in the Bill for an appeal to the Arbitration Court against a decision of the board of reference.

Mr. COURT: I apologise for having made that mis-statement. I was not emphasising that point at this stage, because the question of appeal against the decision of a board of reference will come up later. I am now dealing with the question of jurisdiction. We want to establish that there is not this sole jurisdiction, and to make it possible for people to go direct, if they want to, before the Arbitration Court. There are many cases in which the parties desire to go before a superior court in the interests of simplicity and for the saving of expense. If a party can go direct to a superior court, it will enable test cases to be made.

The representatives of the employers on the one hand, and the representatives of the unions on the other can go before the superior court to get a decision on a test case. Often that is a basis for their action in the future. Such a case is not disputed. The unions and the employers agree to accept the decision of the superior court as to the basis of working. If we have a sole jurisdiction, such as the board of reference, the parties can go before that jurisdiction knowing full well that if they do not like the decision they can appeal to a superior body. We want to create a situation in which they can go direct before the superior body.

Mr. W. HEGNEY: I have no objection to the amendment.

Amendment put and passed.

Mr. COURT: I refer the Minister to the side note—"This Act includes rules and regulations"—which appears on page 19. Perhaps he can explain the reason for the side note. It does not seem to have any relationship to the subject matter of the clause. I do not know if the Committee can delete marginal notes.

Mr. W. HEGNEY: Marginal notes are not part of a Bill. If the Chairman is agreeable, I am prepared to agree to the deletion of the words.

The CHAIRMAN: Marginal notes can be taken out of the Bill. I authorise their deletion.

Clause, as amended, put and passed.

Clauses 16 and 17—put and passed.

Clause 18—Certificate of determination of question or dispute:

Mr. COURT: I move an amendment—

Page 21—Delete Subclause (2).

I want to relate this amendment to amendments Nos. 33, 34, and 35, as well as to No. 28, which has just been passed. The matters covered hereunder are covered by Part VI of the Bill. If hon. members were to refer to my amendments Nos. 33, 34, and 35, they would appreciate the significance of the amendment I have just moved. It comes back to the matter of allowing the parties to make an approach to the Arbitration Court for the benefit of the Act and to ascertain their rights and liabilities. If they had the right to go before the Arbitration Court, which is the superior court, and to seek interpretation, a lot of small cases and minor litigation which are heard before the board of reference and become subject to appeal before the Arbitration Court, would be avoided. Quite apart from any reason of civil rights and liberties it is necessary to provide the machinery I have outlined.

Mr. W. HEGNEY: If this amendment which is bound up with other amendments is passed, the board of reference will be left without any functions. I would refer to the wording of Subclause (1), which sets out one of the functions of the board of reference. The hon. member for Nedlands seeks to delete Subclause (2). In referring to the Bill, one sees a large number of matters which can be referred to the board of reference but which will never be submitted before the Arbitration Court. Clause 15 sets out the functions of the board of reference; it should not be cluttered up with details. The board of reference will be constituted as follows:—

The chairman.

A representative of the industrial council.

A representative of the Employers' Federation.

They are experienced men with wide knowledge of long service leave provisions because they have already negotiated the agreement which is now a consent award. The set-up is ideal. I consider the functions of that board very necessary. There is provision for appeals from the board of reference to the Arbitration Court, but I think that in a Bill of this nature final jurisdiction should rest with the Arbitration Court. I am sorry I cannot agree to the amendment.

Mr. COURT: I do not think the Minister has read the full import of the succeeding amendments because it has been foreshadowed to move a series of amendments relating to the question of jurisdiction. The point is that the matters covered by Subclause (2) of Clause 18, which we propose to delete, are covered by Part VI of the Bill. If the Minister examined the Bill in the light of the amendments proposed, I think he would agree that the matter to which he has taken exception would be covered. I am not trying to cut out the board of reference as it will have an important function.

Mr. W. Hegney: You are making provision for enforcement of appeals in one clause.

Mr. COURT: If the Minister reads the amendments into the Bill, he will find that the provisions for enforcement are there. We propose to insert a new heading as follows:—

> Provisions for Enforcement of the Provisions of this Act and of Determination of Matters Arising Thereunder.

If we do not do that, we will have to have a list of provisions for enforcement under each section dealing with board of reference, Arbitration Court, and Supreme Court, separately. I suggest that the Minister report progress in order that the amendments may be studied. He will find that adequate provision has been made in the new Part VI for all enforcement provisions to be included.

Progress reported.

ADJOURNMENT—SPECIAL.

THE HON. A. R. G. HAWKE (Premier—Northam): I move—

> That the House at its rising adjourn till 2.15 p.m. on Thursday, the 2nd October.

Question put and passed.

House adjourned at 10.46 p.m.