I do not know who was given the job of delivering the letter, but the fact remains that I missed out.

However I do thank the Minister, because I was able to see him some time ago and he informed me of what was coming up. Accordingly I was ready to deal with the matter. The provisions of the Bill are quite simple and, as I have said, they correct the anomaly I have mentioned.

There is a further provision in the measure which, to a certain extent, exempts blind or partly blind people from the provisions of the Act. Ample provision is made as follows:—

> Notwithstanding anything in any Act, regulation or by-law, a person who is blind or partially blind—
>
> is entitled to be accompanied by a dog *bona fide* used by him as a guide dog, in any building or place open to or used by the public for any purpose or in any public transport; and
>
> is not guilty of an offence . . .

This provision is in most of the dog Acts of the other States. It has been requested by the solicitors for the Guide Dog for the Blind Association of Australia and there is no doubt that it is worth while, and no exception can be taken to it. I always feel that when anomalies in Acts are discovered they should be brought to the attention of the Minister concerned. I feel sure the Minister for Local Government has done the right thing in correcting the anomaly that has existed in this case, and I thank him for having done so.

THE HON. L. A. LOGAN (Upper West—Minister for Local Government) [9.57 p.m.]: I thank Mr. Dolan for his contribution to the debate, and I apologise for the fact that he did not receive the letter when he should have done so. He raised the query with me a month ago and, after having checked with my office, I was assured the letter had been sent to the honourable member. Apparently this was not the case, and I apologise for any inconvenience he might have been caused. I made sure, however, that the honourable member received the letter this evening! The position is as explained by Mr. Dolan, and I do not think there is any necessity for me to comment further.

Question put and passed.

Bill read a second time.

In Committee, etc.

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

House adjourned at 9.59 p.m.

Legislative Assembly

Tuesday, the 19th September, 1967

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

QUESTIONS (10): ON NOTICE

ROAD MAINTENANCE TAX

Major Cartage Contractors, and Payload of Vehicles

1. Mr. McPHARLIN asked the Minister for Transport:

   (1) What is the amount of tax collected under the Road Maintenance (Contribution) Act from the major cartage contractors in the State, namely, Bell Bros., Mayne Nickless, Gascoyne Traders, Brambles, for the year ended the 30th June, 1967?

   (2) What are the principal various types of payload carried by these contractors to country areas?

   Interstate Hauliers: Collections

   (3) What amount has been collected from interstate hauliers up to the present date?

   Mr. O'CONNOR replied:

   (1) $596,502.11 was the aggregate amount collected from the major cartage contractors named. However, other major cartage contractors paid an additional $604,652.73 road maintenance contributions during the same period.

   (2) Cartage contractors are not required to give details of payload on road maintenance returns. However, it is known that such payloads could include a large variety of goods; that is, fertilizer, timber, road and bridge-making materials, light medium and heavy equipment for iron ore and other mineral projects, overlength out-of-gauge and indivisible loads and perishable foodstuffs.

   (3) Until the 15th September, 1967, an amount of $157,357.05 has been collected from interstate hauliers.

DEVELOPMENTAL PROJECTS

Commonwealth Financial Assistance

2. Mr. GAYFER asked the Treasurer:

   (1) Under national development, what developmental projects in Western Australia are being assisted by the Commonwealth Government?

   (2) What are the terms of assistance by way of—
   (a) grants;
   (b) loans?

   (3) With reference to (2) (b), what are the repayment terms and interest?

Mr. BRAND replied:

(1) to (3)—

(a) Standard Gauge Railway:

The Commonwealth is providing financial assistance to Western Australia for the construction of a standard gauge railway from Kwinana to Koolyanobbing, with an extension to Kalgoorlie, and for the purchase of rolling stock for the railway.

For financing purposes, the cost of the project is divided equally into two parts, one of which is attributed to development and the other to the creation of a uniform gauge railway between Western Australia and the Eastern States. In respect of that part of the cost associated with railway standardisation, the Commonwealth is providing initially all the finance and the State is to repay 30 per cent. by instalments over 50 years plus interest on outstanding balances. Up to the 30th June, 1967, the Commonwealth provided $34,081,975 of which $10,224,592 is repayable by the State and the balance is a grant.

In respect of that part of the cost attributed to development, the Commonwealth is providing initially 70 per cent. of the finance and the State is to repay this in full over 20 years, plus interest on outstanding balances. Up to the 30th June, 1967, the Commonwealth provided $23,857,382, which is fully repayable by the State.

(b) Development of Water Supplies—South-West Region:

Commencing the 1st July, 1965, the Commonwealth agreed to provide $10,500,000 over a period of eight years for the development of a comprehensive water supply scheme covering approximately 3,700,000 acres in the south-west region. Commonwealth assistance which is equal to one-half of the total expenditure by the State is repayable by 30 equal half-yearly instalments, the first repayment commencing ten years after the date of the advance.

Interest is also payable on advances at a rate equivalent to the yield to maturity of the last long-term Commonwealth loan prior to the date of advance. Payments on the outstanding balances commence on the 15th June or the 15th December following the date of the advance. An amount of $2,500,000 has been advanced to the 30th June, 1967.

(c) Investigation of Water Resources:

Under the States Grants (Water Resources) Act, 1964, the Commonwealth provided non-repayable grants totalling $581,342 to Western Australia during the three-year period ended the 30th June, 1967, subject to certain qualifying expenditure by the State. The Commonwealth has agreed to extend these arrangements for another three years during which $844,650 will be provided subject to the State complying with qualifying conditions.

(d) Beef Cattle Roads:

In addition to Commonwealth grants, common to all States, for roads under the Commonwealth Aid Roads Act, 1964, non-repayable grants totalling $8,400,000 have been provided from the 1st July, 1961, to the 30th June, 1967, for the development of beef cattle roads in the north-west subject to the State spending an equivalent amount from its own resources on roads generally in the north.

The Commonwealth has given an assurance that this assistance is to be continued during 1967-68.

(e) Planting of Softwood Forests:

Under the Softwood Forestry Agreements Act, 1967, the Commonwealth will provide financial assistance to all States during the five years ending the 30th June, 1971, for a programme of increased planting of softwood forests. The assistance will take the form of loans repayable over 25 years with repayments and the payment of interest to commence ten years after the date of each advance. The rate of interest payable is equal to the yield to maturity of the last long-term loan raised by the Commonwealth prior to the date of the advance. The amount of the Commonwealth loan to Western Australia for 1966-67 has not been determined as yet

but it will be in proportion to the additional acreage established in 1966-67 over the base year figure of 3,000 acres.

(f) Exmouth Township Development:

The Commonwealth has agreed to contribute, by way of non-repayable grants, towards the cost of development of a township at Exmouth. The grants are on the basis of meeting half the cost of certain facilities and two-thirds of others. Payments by the Commonwealth to the 30th June, 1967, amounted to $3,081,833, and it is estimated that $417,000 will be received in 1967-68.

3. *This question was postponed.*

LAND TAX AND METROPOLITAN REGION IMPROVEMENT TAX

Receipts in 1960, 1963, and 1966

4. Mr. TOMS asked the Treasurer:

What was the amount received for the years, 1960, 1963 and 1966 in respect of—

(a) land tax;

(b) metropolitan region improvement Tax?

Mr. BRAND replied:

	Land Tax	Metropolitan Region Improvement Tax
	$	$
1959-60	2,570,336	421,186
1962-63	2,498,796	371,394
1965-66	3,323,949	489,428

GAOLS

Accommodation and Officers: Need for Increase

5. Mr. FLETCHER asked the Chief Secretary:

(1) Is he aware of the comment of the Comptroller-General of Prisons mentioned in *The West Australian* of the 14th September, 1967—

(a) That prisoner numbers have increased 30 per cent. during the past 15 months and that the preponderance of these are in the under 25 years of age group;

(b) Further, that many of this group do not require to be incarcerated in a maximum security gaol?

(2) Has the number of gaol officers been increased in proportion to the increase in prisoners mentioned?

(3) If not, is it intended to do so?

(4) Further, since it is asserted that probably 250 of the present Fremantle prisoners are unsuitably detained, what is the intended commencement date of building of the proposed new gaol to be built at or near Thompson Lake, Coogee area?

Mr. CRAIG replied:

(1) (a) Yes.

(b) This is common to all prison services. Some short-sentence prisoners are provided for at Bartons Mill.

(2) Yes.

(3) See answer to (2).

(4) The programme provides that planning should commence next year and construction will depend on the availability of finance.

MT. HELENA AND GOVERNOR STIRLING HIGH SCHOOLS

Number of Pupils, and Curriculum

6. Mr. JAMIESON asked the Minister for Education:

(1) As at Monday, the 11th September, 1967, what was the average number of pupils in each first year secondary class at—

(a) Mt. Helena Junior High School;

(b) Governor Stirling High School?

(2) Does the curriculum operating at the Mt. Helena Junior High School fully fit those students who will eventually be taking fourth and fifth year courses at Governor Stirling High School?

Mr. LEWIS replied:

(1) (a) Mt. Helena Junior High School became Eastern Hills High School in 1962.
34.

(b) 37 (excluding special class).

(2) Yes.

AGRICULTURAL ADVISERS

Hills Area

7. Mr. JAMIESON asked the Minister for Agriculture:

(1) What are the duties of the agricultural advisers at Stoneville and Mundaring?

(2) Does he consider there is a need for an extension of agricultural and horticultural services in the hills area centres of Mt. Helena and Chidlows?

(3) Do advisers visit this area at regular intervals?

Mr. NALDER replied:

(1) In association with research officers from various divisions of

the Department of Agriculture, horticultural advisers undertake the planning and establishment of experiments at the Stoneville Horticulture Research Station. Visits are made to private orchards on request.

A horticultural instructor is stationed at Mundaring in an advisory capacity to assist fruit growers with their problems in the eastern hills district.

(2) At the present time there does not seem to be a need to extend the agricultural and horticultural services in the centres of Mt. Helena and Chidlow.

(3) A horticultural adviser visits the area when requested to do so, either by growers or by the horticultural instructor. Advisers from other divisions of the department would visit the area on request. The services of the horticultural instructor are provided specifically for these areas.

BARRACKS ARCHWAY

Underpinning: Cost and Nature of Work

8. Mr. DAVIES asked the Minister for Works:

(1) How much money was spent on underpinning the Barracks Archway before demolition of the buildings commenced?

(2) How much money has since been expended on strengthening foundations and the arch generally?

(3) What has been the nature of such work?

(4) Is any further work contemplated or necessary before and if general restoration takes place?

(5) If so, what is the estimated cost of such further work?

Mr. ROSS HUTCHINSON replied:

(1) $2,500.

(2) $5,196.

(3) Deeper and more extensive underpinning required as a result of an alteration to the freeway design. Erection of scaffolding to prevent the possibility of collapse of the arch.

(4) No.

(5) Answered by (4).

DRIVING INSTRUCTORS

Licenses to Operate

9. Mr. DAVIES asked the Minister for Police:

(1) How many applications for motor vehicle drivers instructors' licenses have been received since the Motor Vehicle Drivers Instructors Act was proclaimed?

(2) How many licenses have been issued?

(3) How many applicants failed to pass the required test?

(4) How many licenses have been revoked, repealed, or handed in?

(5) What charge is made for such licenses?

(6) How many instructors are currently operating under permits in accordance with the Act?

(7) What is the fee charged for permits?

Mr. CRAIG replied:

(1) 337.

(2) 205.

(3) 132.

(4) 65.

(5) $6.00.

(6) 15.

(7) $2.00.

ROADS

Naval Base-Mandurah Area: Alterations

10. Mr. ROWBERRY asked the Minister for Works:

(1) How often in the last five years have the Naval Base-Rockingham, Medina-Rockingham, Rockingham-Mandurah road systems been altered?

(2) What were the reasons for the alterations, if any?

(3) How long has it been known to the Planning Department of the Main Roads Department that the standard gauge railway from Koolyanobbing with iron ore to Kwinana would pass through these road systems?

(4) How long has it been known to the Planning Department of the Main Roads Department that the railway connecting the bauxite deposits with the alumina works at Naval Base would pass through these road systems?

(5) What was the cost of the altered road systems, and the bridge carrying the road systems over the aforesaid railways?

(6) Was it the original intention of the department to build the bridge or was this an afterthought?

(7) Could not all these alterations have been obviated by forward planning?

Mr. ROSS HUTCHINSON replied:

(1) Four changes of road pattern have taken place in this area during this period, as follows:—

(a) 1963-64: The diversion of the Fremantle - Mandurah - Pin-

jarra road from the vicinity of the Alcoa refinery to Rockingham Road, Kwinana.

(b) 1964: The construction of Pioneer Road and Office Road, and the closure of Rockingham Road between the Fremantle - Mandurah - Pinjarra road and Ocean Road.

(c) 1966: The construction of a bridge over the standard gauge railway at the 12.5 mile on the Fremantle-Mandurah-Pinjarra road. (No change in the pattern of road operation was required in this work).

(d) 1967: The construction of a bridge and approaches over standard gauge and narrow gauge railways between Thomas Road and Pioneer Road at the 13.5 mile on the Fremantle - Mandurah - Pinjarra road.

(2) Dealing with each of the above cases in the same order—

(a) The Broken Hill Proprietary Steel Industry Agreement Act, 1952, provided that the State would, at the company's request, close the existing Fremantle-Rockingham Road and build a diversion road to take its place on the alignment to the east. This closure was implemented in 1964.

(b) The Industrial Lands (Kwinana) Agreement Act, 1964, provided for the closure of Rockingham Road and the building of the Pioneer Road-Office Road diversion.

(c) Standard gauge railway construction required the construction of the bridge at the 12.5 mile. Although a railway route northward from the Kwinana marshalling yards was anticipated in the 1963 regional plan later detailed engineering examination by the W.A.G.R. indicated the need for a variation of the route from that shown in the plan.

(d) The construction of the Kwinana marshalling yard and siding to B.H.P. and CSBP required the construction of the bridge and approaches at the 13.5 mile between Thomas Road and Pioneer Road.

(3) In principle prior to 1963, but in detail both with respect to location, alignment and level, not until the 11th June, 1965.

(4) Since assent to the Alumina Refinery Agreement Act, No. 3 of 1961, on the 22nd September, 1961.

(5) Dealing with each of these projects in the same order—

	$
(a) Rockingham Road diversion and associated works	124,935
(b) Pioneer Road-Office Road	45,090
(c) Bridge and approaches 12.5 mile:	
Bridge	41,613
Approaches	11,892
	53,505
(d) Bridge and approaches 13.5 mile:	
Bridge	54,000
Approaches	200,000
	$254,000

(6) The need for two railway bridges on the major road system was indicated in the 1963 metropolitan region plan.

(7) The 1963 region plan anticipated the broad development of the area. As detailed requirements of industry emerged, planning and design of road and rail had to be modified to conform.

TAXI-CARS (CO-ORDINATION AND CONTROL) ACT AMENDMENT BILL

Third Reading

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

IRON ORE (HANWRIGHT) AGREEMENT BILL

Second Reading

Debate resumed from the 12th September.

MR. EVANS (Kalgoorlie) [4.48 p.m.]: In speaking to this measure I desire to limit my remarks to the legality—strange as it may seem—of one of the provisions of the agreement. I will try to develop a submission—again, strange as it may seem—that one of the provisions is *ultra vires* the power of the Parliament of Western Australia. I am referring to clause 15 of the agreement—the variation clause—which reads—

> 15. (1) The parties hereto may from time to time by mutual agreement in writing add to cancel or vary all or any of the provisions of this Agreement or of any lease license easement or right granted hereunder or pursuant hereto for the purpose of implementing or facilitating the carrying out of such provisions or for the purpose of facilitating the carrying out of some separate part or parts of the Joint

> Venturers' operations hereunder by an associated company as a separate and distinct operation or for the establishment or development of any industry making use of the minerals within the mineral lease or such of the Joint Venturers' works installations services or facilities the subject of this Agreement as shall have been provided by the Joint Venturers in the course of work done hereunder.

It is not necessary for me to read the following subclause of the agreement. It is sufficient for me to say that in providing for a variation clause it is contemplated that a variation or an amendment of the agreement may become necessary; but it is not contemplated that if such a variation or amendment is made, the agreement will be required to be ratified again by Parliament.

That is the gravamen of my complaint, leading to the submission that in the absence of a provision requiring further ratification by Parliament, in the event of a variation or amendment being made, this power is *ultra vires* the powers of the Parliament of Western Australia. The Constitution, as we know it, was imposed on the Parliament of Western Australia by an Act of the Imperial Parliament, and the legislative power of the State was vested in our Parliament.

Let me refer to the Constitution Act of 1889, an Act of our own Legislative Council, which gives effect to the provisions of the Imperial Statute. In section 2 it provides—

> There shall be, in place of the Legislative Council now subsisting, a Legislative Council and a Legislative Assembly; and it shall be lawful for Her Majesty, by and with the advice and consent of the said Council and Assembly, to make laws for the peace, order, and good government of the Colony of Western Australia and its Dependencies;

I repeat that the legislative power of this State is vested in the Parliament of Western Australia, and this power has been delegated to our Parliament by the Imperial Parliament. I should mention that as a State Western Australia is bound by the provisions of two English Statutes which have a great deal of bearing. One is the Statute of Westminster—at least certain provisions thereof—and the other is the Colonial Laws Validity Act, 1865.

The point I make is that the Imperial Parliament delegated certain powers to the Parliament of this State. It is a principle of law that a party which has received a delegation of power has no right to redelegate that power to somebody else, without the express approval of the one who delegated the power originally. In other words, what Parliament is being asked to do in clause 15 of the agreement is to delegate its power to the Minister and to the party of the other part to this agreement. We should bear in mind that the agreement is contained in the schedule to the Bill before us, which, if passed, will be an Act of Parliament.

I draw attention to the definition of the term "the Agreement" on page 2 of the Bill. It is—

> "the Agreement" means the agreement a copy of which is set out in the Schedule to this Act, and if the Agreement is varied from time to time, in accordance with its provisions, includes the Agreement as so varied.

In this instance the schedule and the agreement are synonymous. Therefore if the agreement is amended, altered, or varied in any way, so will this Bill be when it becomes an Act of Parliament. If the agreement is amended or varied after the Bill leaves this place, then it will be amended or varied by some body other than the Parliament of Western Australia—by the Minister and the party of the other part. Therefore any purported exercise of the variation clause—after the Bill leaves this Parliament—will be *ultra vires* the powers of Parliament if the variation is not brought back to Parliament for ratification. I say that, because the Imperial Parliament makes provision for express approval to be given to such a move; bearing in mind that we are still bound, in certain respects, by the Act of the Imperial Parliament. I have mentioned that the Colonial Laws Validity Act and certain provisions of the Statute of Westminster have a great deal of bearing on this State. I understand that other Bills similar to the one we are discussing have been introduced in this Chamber, and in one particular instance an amendment was subsequently made to the agreement. The variation clause in that agreement was exercised. That being the case, the agreement was varied *ultra vires* the powers of the Parliament of Western Australia.

I do not wish to delay the House any longer on this point. I regard this as a subject of magnitude, as far as the serious implications of the agreement are concerned. We should hasten slowly to abrogate the powers which have been given to us by the Imperial Parliament. This House is in need of a very urgent statement from the Minister; and, if he is unable to give it now, he should cause an urgent examination of the case to be made to indicate exactly where we are going. I have no other comments to offer on the Bill.

MR. JAMIESON (Beeloo) [4.58 p.m.]: I wish to address a few remarks, and they deal with much the same theme as that dealt with by the member for Kalgoorlie. As the guardian of the rights of members of the Legislative Assembly, I am sure that you, Mr. Speaker, do not agree with the

interpretation of the member for Perth that this piece of legislation is not an abrogation of the rights of members. It very clearly abrogates our rights. Perhaps if we were to play with words, as the member for Perth did, it could be argued that the Bill does not abrogate the rights of the whole of the Legislature. It certainly abrogates the rights of the members of the Legislative Assembly and the Legislative Council.

The fact that it does so is a matter of much concern to us, because our rights have not been obtained easily. They include the right to object to subordinate legislation by moving in either House to disallow by-laws or regulations. These rights were placed on the Statute book at the time the Interpretation Act was formulated. In general terms, the word "abrogation" means "repealing or abolishing a custom." The member for Perth cannot tell me that we would not be abolishing a custom by passing a Bill of this nature. Yet in his statement he went on to say—

> The Bill proposes to make certain changes in regard to the disallowance of by-laws which may be made pursuant to this agreement.
>
> The mere fact that changes are made in the method of dealing with by-laws does not in any way mean that Parliament has lost any of its sovereignty or rights.

This is where the play on words exists, when the honourable member says there will be no abrogation of the rights of members of the Legislative Assembly. It is even worse than that, because under the variation clause—the other contentious clause in the Bill—the situation can arise whereby at the end of the sitting of this present session, the Government of the day can make a variation or permit a by-law under this legislation, but the incoming Government—although supported by the majority of the people—will be unable to do anything to alter that variation or by-law once it has been laid on the Table of the House.

If any member wants to make an alteration, such procedure would necessitate amending legislation, and surely this should not be necessary when a by-law is involved. Subordinate legislation should be as the name implies. It should be subordinate to either House while two Houses exist. This is the point I contest strongly with the member for Perth.

The honourable member went on to say that if those on this side do not believe that the position is as he states, we should take the only honourable course, which is to oppose the whole of the Bill. However, I believe that this situation is similar to the purchase of a piece of machinery which has a known doubtful part in it. If the machinery is necessary to do the job, it must be purchased. But the situation is that the purchaser would very closely watch the part which is likely to be faulty, and take great care that it receives more attention than the other parts of the machine which are known to be sound.

In the same way it is incumbent upon the members of the Opposition to call attention to the faulty clause in this agreement and take the only action it can which is, on the floor of the Chamber, to point out to the people of this State that the Government is doing something which does abrogate the rights of members of Parliament—and this is undoubtedly correct.

To submit an argument such as the honourable member did, surely must have caused people to wonder just how sincere he is; that is, when he gets up and says that the rights of members are not abrogated in any way. Of course they are, and to a great extent. The procedure to be followed, if this clause is passed, would require more than twice the energies of the Legislative Chambers to obtain the same result as would be obtained by the normal process under the Interpretation Act.

So I would say that this clause is very obnoxious and should be treated by the members of this Chamber, and indeed by the members of the Parliament, as something which is very suspect and not to be countenanced. If the present Government is returned after the next election, or rather, if it is defeated and a new one is elected, such Government will be unable to amend any regulation made under this Bill; it will have to rely on another place to guarantee the passage of the legislation which is required. The honourable member might take the view that of course this can be done, because he has always been behind a Government which has a similar majority in another place. But this is not the case with every Government, and never has been in this State.

Consequently the abrogation is very distinct and clear, and it is ludicrous for him to make the statement that there is no abrogation of rights. I will oppose the provision in the Bill. I notice that one of my colleagues has an amendment to this effect on the notice paper, and I will most certainly support him in his attempt to amend the clause we find so objectionable.

MR. HAWKE (Northam) [5.5 p.m.]: It is 32 years since I made a speech as a back-bencher in this Parliament, and because of that I trust that you, Mr. Speaker, and the members of the House, will treat me in this effort as more or less a new member.

Mr. Brady: We will.

Mr. HAWKE: At this point I would like publicly to offer my congratulations to the

new members for Mt. Marshall and Roe on their recent success in the by-elections.

The member for Kalgoorlie has raised a very interesting and quite vital issue. It has always been understood that a schedule to a Bill in the shape of an agreement becomes part of the law when the Bill is passed. The variation clause in this agreement proposes to give to the parties to the agreement the unrestricted right to alter the agreement and therefore to alter the part of the law which the agreement would constitute.

It appears to me there may be a good deal of substance in what the member for Kalgoorlie has submitted. Can Parliament delegate to any individuals or companies, or even to Cabinet, the right to alter the law without the related obligation upon those concerned to bring any amendment back to Parliament for scrutiny and for such alteration as a majority of members in each House might decide should be made to the law? It is true Parliament delegates to local governing authorities the right to make by-laws, but Parliament in that regard has always insisted that such by-laws shall come back to Parliament at the earliest appropriate time and that Parliament shall have the right to exercise authority in relation to any by-laws so made.

Parliament has the right to disallow completely such by-laws or, alternatively, it has the right to amend them in any way thought reasonable by a majority of members in the Parliament. Yet, in this agreement, which, as I have said, will become part of the law should the Bill and the agreement be passed, it is proposed to hand over to the Cabinet and to the representatives of the company the right to alter the law as it will stand in the shape of the agreement, provided the Cabinet and the representatives of the company can agree mutually as to the form and shape in which the law is to be altered.

Should the company's representatives and the Cabinet be not able to agree, then the matter is to be referred to a single arbitrator, and he—one individual—is to be given, under the terms of this proposed law, the absolute right to alter the law in such way as he thinks fit. Therefore it does appear to me that a very serious constitutional issue arises in this area.

Has Parliament the constitutional power and right, even if a majority of members in each House wishes to do so, to give away the right to alter the law to the representatives of a company and to the Government, or, in the event of those groups failing to agree, then to a single individual acting as an arbitrator? I think there must be extreme doubt as to whether members of Parliament, acting by way of a majority in each House, have the right to give that power away in the manner indicated by the member for Kalgoorlie and also referred to in what I have had to say.

Coming now to the proposal in clause 6 of the Bill, which intends that Parliament shall surrender its long and well-established right to take action in regard to any by-law passed under any law, I would say this proposal is beyond any shadow of doubt a surrender by Parliament of its authority, and a surrender which cannot in any way be justified.

We heard a very good speech in this field by the member for South Perth. He spoke up very strongly in condemnation of the provision in clause 6 which proposes to surrender the right of Parliament to disallow or amend any by-law which might be made under the terms of the agreement attached to this Bill. He was very frank about the whole matter. He told us that while he was speaking in the strongest possible terms in condemnation of this proposal, he would not be able to vote against it.

Looked at in the raw, that attitude would appear to be conflicting, inconsistent, and beyond understanding. However, I think we are all well aware of the situation in which the member for South Perth finds himself. He is a member of a team made up of all the members of the two parties which constitute the Government, and as he is a member of a team, there are limits to which he can reasonably be expected to go on his own. Doubtless he entertained the hope when he was speaking, and might still entertain it, that other members on his side of the House—private members—would stand up and condemn in the strongest possible terms this proposal that Parliament should surrender its long-established and vital right in relation to the treatment of by-laws.

The speech made by the member for South Perth did not favourably impress the member for Perth. He disagreed very strongly with what the member for South Perth said, and his disagreement extended, of course, to the attitude adopted by the Leader of the Opposition and the member for Mt. Hawthorn. I wish in this regard to make three brief quotes from the speech made by the member for Perth. The first one is—

> The mere fact that changes are made in the method of dealing with by-laws does not in any way mean that Parliament has lost any of its sovereignty or rights.

The second is—

> If a by-law is passed and laid on the Table of this House and it is objected to, there is nothing to stop any member of the House submitting a Bill to declare that by-law null and void, and that Bill can be passed through this Chamber and another place, the same as any other Bill can be submitted and passed in connection with any other subject,

whether that subject has been dealt with by a judge, an arbitrator, a Minister, or even this Parliament during a previous session.

Then the member for Perth became really eloquent and said—

So, as I have said, it is completely a hollow, and a reckless exaggeration to say that the powers of this Parliament are abrogated in any way by the clause in this Bill.

The member for Perth went on to charge the Leader of the Opposition and the member for Mt. Hawthorn with insincerity, hollowness, and hyprocrisy, and all those sorts of things. I am not sure whether the Premier or the Minister for Industrial Development agrees that the course suggested by the member for Perth in his speech is one which Parliament could follow. I would be extremely disappointed if either of them would agree that it is a course which Parliament should follow because, in my view, the course suggested by the member for Perth would, if it were followed by any Parliament in the future, amount to repudiation.

Let us, as an example, accept the proposition—which is a reasonable one—that this Bill will be approved by a majority of members in both Houses of Parliament. It will then become the law of the State. Parliament will tell Cabinet and, more importantly, the company, that this is the law and the agreement which we give to the company under which it shall operate.

In that situation those who control the company would be absolutely justified in coming to the view that this was the agreement which Parliament had given to the company; that this was the agreement which gives the company specific rights and, of course, specific obligations, and that in the future there could be no alteration whatsoever made to the agreement unless it was made in the manner laid down in the agreement, either by way of mutual agreement between representatives of the company and Cabinet, or in the event of failure to obtain mutual agreement, by a decision given by the arbitrator upon an issue—a disputed issue —being referred to him for decision.

Yet the member for Perth suggests that a member of either House of Parliament could, at any time next session, the session afterwards, or the session after that, come along to Parliament with a Bill—after the Government and the company had reached agreement upon some vital alteration, or the arbitrator had made some decision upon it—and the Bill could provide that the agreement which was reached and the decision which was made should be wiped out and destroyed.

What sort of situation, Mr. Speaker, would that be to put any company in, or to put any individual in, after Parliament had solemnly agreed that the basis upon which the whole situation would be operated would be the basis clearly set down in black and white in this schedule to the Bill—the schedule being the agreement upon which the Government and the company had agreed and to which Parliament will, in due course, no doubt give its seal of approval?

So I say the so-called safeguard which the member for Perth has put forward as an alternative to the right given to Parliament in the Interpretation Act is no safeguard at all. Members of Parliament would be foolish indeed to surrender the right of Parliament to amend or disallow a by-law on the thin and impossible proposition offered to the House, and to the other House of Parliament also, by the member for Perth. I say that any action taken in the future along the lines suggested by the member for Perth would undoubtedly mean the repudiation by Parliament of an agreement and a law solemnly made by it and solemnly given by it to the representatives of this company and, of course, to the Government of the day.

Mr. Durack: What would the disallowance of a vital by-law amount to?

Mr. HAWKE: The member for Perth should talk to the company about that. Should Parliament retain the right, which it should do if it does its duty, to amend or disallow a by-law, then that would be part of the law which we would pass on this occasion and there would be no double-dealing with the company. There would, in the future, be no possible repudiation by Parliament of undertakings and agreements given by Parliament through the medium of this proposed law.

Should Parliament stand its ground and retain the right—the constitutional right —to amend or disallow any by-laws, then that remains the law. The company knows that right from the beginning and accepts the situation, and the whole thing moves ahead on that basis. This is not the first agreement which Parliament has passed in connection with matters of this type. Some of these agreements which were approved by Parliament earlier did not have a variation clause such as the one contained in this Bill, and certainly did not surrender the right of Parliament to amend or disallow any by-law which Parliament thought should be amended or should be disallowed.

So I think members of Parliament have to face up squarely to the real issue in this situation. That issue is whether members of Parliament are prepared to surrender a constitutional right which they operate in every other field of activity in Western Australia. Local governments are elected by the ratepayers, yet, I imagine, we would never contemplate saying to any local governing authority—certainly not the Perth City Council at the moment—"You can have the right to make by-laws. Provided Cabinet agrees

that the by-law is all right, then it will be all right and will be absolute law in your local government area. But should you and Cabinet disagree upon a proposed by-law, then you can appoint an arbitrator mutually agreed upon and his decision shall be binding and Parliament shall have no say in relation to whatever might be contained within the wording of that by-law." We would not adopt that attitude in regard to local government in Western Australia which is, as I have said, elected by the ratepayers. Yet, in the Bill, we are being asked to adopt this attitude in connection with a private company.

The situation might not be nearly as bad if a proposed by-law could not come into operation if the Government disagreed. But under the proposal in this Bill any by-law, no matter how much the Government might disagree with it, would become effective provided the adjudicator or arbitrator—mutually agreed upon by the two parties—made the decision in favour of the proposed by-law.

So, beyond any shadow of doubt, we are being asked to surrender a long-established and vital constitutional power in the way which has been indicated by those members who have spoken in condemnation of the proposal set down in clause 6 of the Bill. It is a constitutional right which belongs to Parliament—not to us so much, but to the institution of Parliament. Parliament, as an institution, is far more permanent than any single member of either House of Parliament. We, as individual members here for the time being, are being asked to surrender the power and the right of the institution of Parliament in this vital matter. It is a request which goes far beyond the bounds of acceptability and I find it impossible to give it support of any kind. I am only able to give it wholehearted condemnation, and I hope even now the Ministers of the Government, and members on the Government side of the House, will have very serious second thoughts on the situation and consider taking the step of having further talks with representatives of the company to see whether the company insists absolutely that this right be given to it.

Even if the company does insist, the Government has no right to make this outrageous alteration to the constitution of Parliament. I very much doubt whether the company asked for this in the first place. This is something which cropped up somewhere some considerable time ago. Apparently, now, as soon as any agreement along these lines is proposed, this clause becomes standard. Most likely, companies now do not need to ask for the clause. I do agree that once a precedent is set it is very difficult to break down. So, once this sort of advantage and benefit and right is given to one group, the Government is under extreme pressure by any other group which subsequently comes along and wants the same advantage or right, or the surrender by Parliament of its constitutional authority and standing in the situation.

MR. COURT (Nedlands—Minister for Industrial Development) [5.30 p.m.]: In replying to the second reading debate, I must express some regret at the fact that the level of the debate, on a measure of this kind, has been of a rather pinpricking nature; and at no stage has any effort been made by the Opposition to study the real import of the agreement. This has been a characteristic of most of the debates on measures of this kind, and in relation to agreements all of which have a tremendous bearing on the development that has taken place, and will take place, in the northern part of this State.

When one analyses the speeches that have been made, one finds that they relate to only three clauses—namely, the variation clause, the arbitration clause, and the by-laws clause—and these are only a very small part of a large and complicated agreement. The main points of the project have scarcely been touched on.

The member for Perth—and I thought quite forthrightly—endeavoured to give his views as to why the rights of Parliament had not been abrogated. One can play on words as to whether clause 6 of the Bill in fact fundamentally interferes with the rights of Parliament. Personally, I do not think it does, because Parliament is always supreme; just as the Tasmanian legislation, when Parliament decided to give the Minister in charge greater powers, still left Parliament supreme. At any point of time the Minister can come back to Parliament and say, "This is not good enough," when it is a question of repudiation or abrogation.

I will come back to the question of morals later. However, I do want to comment briefly on the situation as I see it, and the simple fact is that the authority of Parliament has not been undermined in any way. No-one—no Government or anybody else—can undermine the authority of Parliament. Even if a Bill which purported to take certain powers from Parliament were passed by Parliament during this session, any future Parliament could, in a future session, deal with the matter in its own right. Any future Parliament could amend such legislation, or could repeal it. Anything can be done if both Houses of this Parliament desire that it be done.

Mr. Jamieson: That is the big if.

Mr. COURT: After listening to some of the speeches made, one would get the impression that this ratifying Bill took away from Parliament some of the basic rights that Parliament has in regard to legislation. Nothing in this Bill, or the

agreement, or in any agreement, takes away from Parliament the rights it has to legislate.

Mr. Graham: Of course it does.

Mr. COURT: There is a great deal of confusion—and very dangerous confusion so far as this State is concerned in its negotiations for developmental projects—between the matter of basic parliamentary authority and the practical document we are dealing with as part of an ordinary business, industrial, or commercial dealing; and this is where the confusion has been spread abroad, and spread in Parliament so far as the clauses to which I am referring are concerned; that is, the by-laws clause, and, coincidental with it, the arbitration clause and the variation clause which intrude themselves into one's discussion on these matters.

No matter which Government is in power—and this is what I want to emphasise—if it wants the type of development to which I have been referring—and this is the point on which the Opposition has to declare itself—it will have to write agreements which give the Government of the day sufficient flexibility to administer those agreements, and to give reasonable security to the people who have to pay out the huge sums of money involved. The Government of Tasmania did this in one way and we have done it in another way; but the end result, I submit, is practically the same. I think the Tasmanian Government has gone further than we have gone, and I would not like to accept the Tasmanian method in preference to our own. However, for all practical purposes the same result has been achieved.

The Tasmanian Government has acknowledged that the Government of the day, the Minister of the day, and the departments of the day need some flexibility in the administration of this type of agreement. I have previously referred to the fact that the by-laws refer to facilities which are being provided by the companies. The member for South Perth referred to some other States and what they had done. If members like to think squarely and fairly, they will realise that this State has been able to attract developmental projects in remote areas previously thought incapable of development, and at a rate which a few years ago was thought to be absolutely impossible.

As a State we do not have the money to build a single railway, a town, or a port in these areas. These are the simple facts. If these companies were joining their facilities on to established facilities, such as the standard gauge railway, which is owned by the Western Australian Government Railways, and operated by that department, there would be no need for the type of provision to which exception has been taken; because the companies concerned would function under the normal statutory provisions that prevail, and they would not have to put up the huge sums of money necessary to build railways, ports, schools, hospitals, police stations, and the like.

The simple fact is that we have not got the money to establish these facilities but we have been able to attract private enterprise development in these remote areas at an unprecedented rate, and we are achieving the greatest rate of decentralised development that Australia has ever known and in areas which previously were thought almost impossible of development. Therefore, it is just plain common sense to be able to write by-laws, and to have variation conditions and arbitration conditions in the agreements which will make the projects operable.

With these agreements we are not talking in terms of $500,000 or $1,000,000; we are dealing in terms of tens of millions of dollars; and the people who provide the facilities to which I have referred, and which we are unable to provide, are entitled to know the conditions under which they can operate, not for today only but for a reasonable period of certainty, because that is basic to any great industrial enterprise.

I come back to the point I made a few moments ago: If any Government, or any Parliament in future years feels that it dislikes this agreement, or any other agreements, and believes it or they should be broken, it is up to that Government, or Parliament, to come forward and say honestly and fairly—distasteful as I find this type of action to be—that it wants to abrogate or repudiate a particular agreement. So the power of Parliament remains. The Government of the day can, at any time in the years that lie ahead, bring down a Bill to vary, repeal, or ratify legislation such as that with which we are dealing tonight.

I repeat what I said on a previous occasion: If there is such a vital principle involved, it is up to the Opposition to come out and vote against the agreement; because this is a simple issue. We cannot just pluck one little thing out of a big agreement of this kind, and as complex as it is, and expect to weave an argument around this one aspect and say, "We are the great custodians of parliamentary privilege," when in point of fact the Opposition knows it would not dare come out and vote against an agreement of such importance. In voting on this particular agreement, or in considering this agreement, we are considering and voting on a number of agreements which go to make up the great complex of development in a previously undeveloped area.

But this is not the end of the story, because the Opposition, for all practical purposes, has declared to the world that it prefers to have some mechanism whereby it can make a by-law in regard

to the operation of these crucial assets that are vital to the operation of the total project, and then expose the other party to the threat of disallowance or amendment.

I reject categorically the argument put forward by the Opposition in respect of this matter. I feel it is just a narrow pin-pricking attitude, and it almost gives one the impression the Opposition is frightened to enter into any constructive discussion on these great projects for fear it might highlight some of the successes that have been achieved by the Government, when, in point of fact, we should all be here studying the end results of these great agreements, including the one covered by the Bill. In this regard it is appropriate I should say the Government is that far ahead of the Opposition in its thinking that it makes one rather sad.

Mr. Graham: You don't suffer from egotism much, do you? You have a head as big as a football—ground.

The SPEAKER: Order!

Mr. COURT: I have listened with considerable tolerance to some of the repetition from the other side, and it is only reasonable that members opposite should have to listen now. It is rather sad that we spend all this time on a couple of pin-pricking machinery clauses and no-one in the Opposition has seen fit to study how the developments can take place, or how much better or quicker they could take place.

Mr. Evans: They could take place just as well without these particular provisions.

Mr. COURT: Of course the member for Kalgoorlie, who has no experience whatever in this type of matter—

Mr. Graham: Of course the Minister knows everything.

Mr. COURT: —can say that very easily; but one day he may have the opportunity to stand here defending his actions against the then Opposition—

Mr. Graham: But not giving the State away.

Mr. COURT: —if he can convince his colleagues that he should enter into this type of flexible agreement.

Mr. Evans: Heaven forbid!

Mr. COURT: I am glad to hear the honourable member say that; because it is terribly important that not only the industrialists with whom we are negotiating should understand the attitude of the Opposition, but that the public also should have the opportunity—

Mr. Graham: Quite right. We hope they do.

Mr. COURT:—because the people who are enjoying the current prosperity of this State—a State which has the lowest rate of unemployment in the whole of Australia—are the ones who appreciate the actions of the Government in generating the development to which I have referred—the tempo that we have developed. They are the people who have the jobs and they have career opportunities for the future. These things are more important than some of the fiddling pin-pricking things upon which we have had to spend so much time up to date.

Mr. Graham: You have your head in the clouds.

Mr. COURT: I want to refer again to the fact that during the occasions over the last few years that these big developmental projects have been brought forward to be studied publicly by this Parliament, no suggestion of a constructive nature has been offered by the Opposition to show how the projects could have been undertaken better and quicker; and it is appropriate I should say at this point of time what the Government's thinking is in this regard.

When these agreements were conceived, they were conceived in three phases: one was the mining of the ore, and its transport for export; the second phase was conversion by secondary processing into pellets; and the third phase was the conversion into metals. I want to tell the Opposition quite bluntly why, in spite of the few words in the agreement to which reference has been made, we are actively negotiating with some of these companies that are established, such as Hamersley Iron.

Mr. Graham: A few words; a scrap of paper; the same sort of thing.

Mr. COURT: A few words?

Mr. Graham: The great word spinner.

Mr. COURT: If the honourable member has seen the Goldsworthy, or the Hamersley, project, he would not talk about scraps of paper; neither do the people who get a very good living from these projects.

Mr. Graham: Any principle raised by the Opposition you refer to as a few words.

Mr. COURT: These are very important issues.

Mr. Graham: There are also some mighty principles involved.

Mr. COURT: There are some very great principles involved—the great principles of developing this country of ours faster; of developing areas which previously had no development, and which had no prospect of development under the honourable member's Government.

Mr. Graham: And a few principles as well.

Mr. COURT: While the Opposition is playing around with a few odd words in connection with these things, and while it is trying to make some political capital out of these words, the Government is getting on with the job that really matters.

Mr. Evans: Drop these words if they really do not count and we will support you 100 per cent.

Mr. COURT: If the honourable member will listen for a moment I shall deal with the query he has raised. I want to make the point that whilst all this argument is going on about the petty matters, the real job of development is taking place. It is high time that Parliament was aware of this fact. In spite of all the criticism that has been levelled, I would point out that a processing plant is nearly complete in that area, and it will come into production either this year or early next year. We are also far advanced in discussions about the metallising process in the Pilbara area at Dampier, which will later be extended to other areas.

Parliament should be interesting itself in the total concept that comes out of these agreements, because while the Hamersley project at Dampier, the Mt. Newman project and the Goldsworthy project at Port Hedland are big in themselves, they are not sufficient for the final development of the Ashburton-Pilbara region, which is practically as big as Victoria.

With this in mind the Government is in close consultation with other companies which have established, or are to establish, themselves under similar agreements in the same area with a view to integrating the entire area with power and water, which are the vital ingredients to the rapid development of that part of the State. These are things which do not appear to interest the Opposition. Members opposite do not seem to be interested in seeing how many times bigger the area development can become quite apart from the actual concept of the agreement.

The Government is interested in seeing how it can establish a power complex to suit the particular type of development from Dampier down to Port Hedland, and how it can harness some of the tremendous water potential of the Ashburton and Pilbara. Once we are able to harness that potential it will be greater than the potential of the main dams which serve our southern regions—I refer now to the Mundaring Dam, the Canning Dam, the Serpentine Dam, and the Wellington Dam.

These important features do not seem to interest members of the Opposition, because they appear to have spent most of their time on the legal implications and in trying to make out that there is something sinister and underhand in the approach of the Government. They are certainly not considering for one moment the great chemical industries that could be established as a result of these agreements, and, as a consequence, of our being able to negotiate large-volume cheap power arrangements and to harness the supplies of water available.

Mr. Jamieson: What is the opinion of your Federal colleagues on this question of water potential?

Mr. COURT: At this point of time we have not asked the Federal Government for any money for Ashburton-Pilbara.

Mr. Jamieson: It is time you did.

The SPEAKER: Order! I would like the Minister to get back to the Bill. The question of getting money from the Federal Government for water conservation is not under discussion.

Mr. COURT: I did not raise the issue, Mr. Speaker; it was raised by the member for Beeloo.

The SPEAKER: Nevertheless, it is not altogether relevant.

Mr. COURT: I am aware of that, and we did not seek assistance in this area, because this is one case where we have managed to carry out the development with the help of private enterprise; and this is something from which the members of the Opposition derive no joy. So far members opposite have only played around with a few legalistic explanations.

The member for Kalgoorlie referred to clause 15 as being *ultra vires*. In effect he said we are delegating the powers of Parliament and that we could not delegate these powers. I would point out that we are delegating powers every time we pass a piece of legislation. I think the honourable member was working on the old principle of *delegatus non potest delegare*. If the honourable member reads his Constitution Act he will see that this is not relevant at all. Parliament has the power to delegate these responsibilities.

Mr. Graham: With the power of review.

Mr. Tonkin: Is that your opinion or a legal opinion from the Crown Law Department?

Mr. COURT: With the type of legal advice available to the Government and the companies, I am sure the Leader of the Opposition would not in his wildest moments think we would accept anything that was *ultra vires*.

The member for Perth made a very good point in connection with the variation clause. I tried to make the same point on two or three occasions when similar Bills were being introduced, but it did not impress the Leader of the Opposition; nor did he appreciate that these variation clauses are included for the purpose of flexibility. In practice they have very great limitations, because the lawyers advising the companies and the Government of the interpretation and administration of these agreements are very cautious, in my experience, in advising as to how far the variation clause goes; because its particular purpose is to give some flexibility in an attempt to achieve the objectives of the agreement.

Mr. Evans: Even though the Tasmanian agreement has a variation clause, it states that in the event of the clause being exercised the agreement must be ratified by Parliament.

Mr. COURT: I do not know whether the honourable member is reading the variation clause within the lease document, or in the agreement. There are two separate documents. If he reads the Tasmanian agreement he will see that that Government has adopted a form different from ours. Tasmania has adopted the lease document as the main document, and if the honourable member reads the variation clause in the lease document he will see what I mean.

Mr. Evans: If the variation clause is exercised it must be ratified by Parliament.

Mr. COURT: I suggest the honourable member is looking at the agreement as distinct from the lease document. Most of the operative powers are in the lease; whereas we did it the other way round. Even if the honourable member does think this is *ultra vires*, I cannot see why he is getting so excited; because if he felt there was a variation made, and the lawyers of the company and those in the Crown Law Department had overlooked this fact; and if the company's lawyers advised their client wrongly, the variation would have no force or effect. Accordingly, why is the honourable member worried? There is no danger to Parliament in that.

Mr. Evans: There is a danger to Western Australia and to the company.

Mr. COURT: If the companies are investing these large sums of money on the best advice they can get, and if the Crown Law Department is satisfied, I cannot see why the honourable member should be worried. The point he has raised is one which he is entitled to have examined by the Crown Law Department; but I can assure him that this matter has been worked out, and final agreement has been reached, as a result of previous discussions between the company and the Government. It is the result of argument and agreement between two or more parties.

I have covered the points raised by the member for Beeloo and the member for Northam—whose participation in the debate I was pleased to see. I knew it was only a matter of time before the member for Northam would involve himself in the proceedings here; and that is all to the good. With reference to the honourable member's suggestion that the member for Perth had misled the House on the question of repudiation, I feel he was only emphasising the fact that if the Government felt so strongly about the use of these powers they could not be abrogated by this session of Parliament in any way whatever—at least not so far as the future is concerned.

I think the reference to the abrogation of Parliament's powers is merely an attempt to draw a veil of doubt over what I consider to be very important documents drawn up in all good faith—which must be considered as total documents—to get some of these undeveloped areas off the ground. I know of no other or better way to do this.

Question put and passed.

Bill read a second time.

In Committee

The Chairman of Committees (Mr. W. A. Manning) in the Chair; Mr. Court (Minister for Industrial Development) in charge of the Bill.

Clauses 1 and 2 put and passed.

Clause 3: Approval of the Agreement—

Mr. TONKIN: I move an amendment—

> Page 2, line 7—Insert after the word "approved" the words "subject to the deletion of clauses 7, 15, and 19."

The Minister for Industrial Development took advantage of the opportunity to put in some propaganda to boost the stocks of the Government. He should be indebted to the very generous attitude adopted by the Speaker in allowing him to get in so much. Though the Minister said quite a lot he made very little impression.

At the risk of expressing an opinion contrary to the pundits of the Crown Law Department, I would put forward the view that under the Statute of Westminster, the British Parliament conferred upon the Parliaments of the Dominions the power to make laws and the power to repeal them. This is also set out in *Halsbury's Laws of England*, third edition, volume 28, at page 299 as follows:—

> Parliament is the supreme legislative authority, not only in the United Kingdom, but also, subject to the exception hereafter mentioned, throughout the whole of Her Majesty's Dominions, and there is no legal limit to its power of making and unmaking laws.

However, nothing in the Statute of Westminster or our own Constitution Act confers upon anybody else the power to make laws. It is true that Parliament can delegate power to make subordinate legislation which is subject to the control of Parliament; and if we refer to the Statutory Instruments Act of 1946 and the Statutory Instruments Regulations of 1947 of Great Britain we will see where the circumstances under which power may be delegated to make subordinate legislation are very clearly laid down. But nowhere can I find it was ever contemplated that the Sovereign Parliament could delegate to a single individual outside Parliament power to make laws; and the Bill which is under discussion at the present time purports to do just that—to allow somebody outside

Parliament, in the form of an arbitrator, to make laws—not subordinate legislation, but to make and unmake laws.

I defy the Minister or any of his legal supporters to advance evidence from any source whatever which will substantiate the proposition that Parliament has the authority, either in the Statute of Westminster or in its own Constitution Act, to delegate its supreme law-making power to somebody outside Parliament. That is an idea I absolutely refuse to accept; yet that is the argument of the Minister and the Government—that it is a right and proper thing to do and that if we do not do this, we will not get these industries.

The truth of the matter is, of course, that the Minister does not trust Parliament. It is all very well for him to get up and argue this is not an abrogation of the rights of Parliament and that it is taking nothing away; his deliberate intention is to keep it away from Parliament.

Listen to his own words, which I quote from page 646 of the current *Hansard*. The Minister for Industrial Development had this to say—

> We know something of the procedure of Parliament, and realise that with matters such as this, if they have to run the gauntlet of certain members, the employment of men and the economy of the areas involved could be jeopardised.

He wants to deliberately set up a situation where companies will not have to run the gauntlet of Parliament—the supreme law-making body. It is a deliberate attempt by the Minister to ensure, as far as it lies within his power, that Parliament shall be prevented from interfering. I quote further from the same page—

> We have had other agreements where there was no necessity to alter the existing Statutes. If we want to make an agreement valid—but it impinges on an existing Statute—there is only one way to do it, and that is to bring it before Parliament, as we have done on this occasion.

The Minister brings the measure to Parliament in a way which prevents Parliament from having any further say later on unless it is prepared to abrogate the agreement.

Mr. Hawke: Repudiate.

Mr. TONKIN: Let us look at page 645 of the current *Hansard* to see the Minister's thinking. He says—

> —unless it could be assured that having obeyed the law it would be protected. Such companies cannot have a Government coming along in a few years' time—a Government possibly with different principles—and defeating the very objective of this Parliament's ratification by disallowing the regulations.

So his purpose is to prevent a situation in which some future Parliament could alter what he is doing now. That is his objective. It is all very well for him to say that he is taking nothing away from the power of Parliament; he is deliberately taking this course of action to make it difficult, if not impossible, for some future Parliament to alter the Statute which he is now putting through.

Has any Government the right to attempt either directly or indirectly to bind future Parliaments? Surely the representatives of the people for the time being assembled in Parliament are entitled to do what they think is the proper thing in the interests of the country, and not be bound hand and foot either directly or indirectly by the intention of the present Government!

Mr. Court: We cannot bind future Parliaments.

Mr. Jamieson: You can bind future Governments.

Mr. TONKIN: Here is some more thinking by this Minister—

> We have managed to attract this sort of investment, because people think that this is a country which is politically and economically stable. The Leader of the Opposition has heard me say that in my opinion, should he become Premier, and his party become the Government, they would honour the agreements of the State. I have said this throughout the world, because I fervently believe, and I hope I am correct in believing, that he and his party would honour agreements made by this Parliament.

I take no exception to that because I would hope we would honour agreements; but we can see the strategy of the Minister when he introduces a Statute in such a way as to prevent any future Parliament or any future Government from altering it if it felt that was the right and proper thing to do. He is binding the Government in advance because he says it would be wrong to make the companies run the gauntlet of some members of Parliament.

If that is not derogatory of Parliament and downgrading Parliament, I do not know what it is. It is an indication that the Government and the Minister are not prepared to trust Parliament, no matter what its complexion may be; and because they are not prepared to trust Parliament in future, they want, as far as it is humanly possible under the circumstances, to completely tie up the position now. The Minister went to great lengths to try to show how the Government had expedited the establishment of this industry and some other industry because of having these provisions.

Let me remind the Minister that Hamersley Iron Pty. Limited would have been established two years before it was if the Government had not covered up an agree-

ment and denied in this Chamber that it had a proposal.

Mr. Court: You know that is not correct.

Mr. TONKIN: The Government had in writing from Mr. Duncan, world chief of Rio Tinto, a proposal—something which was subsequently carried out at Hamersley—which the Government in this Chamber denied had ever been placed before it.

Mr. Court: That is not correct.

Mr. TONKIN: It is correct, and one day we will be in a position to prove it.

Mr. Court: And you will feel very foolish.

Mr. TONKIN: In regard to that matter, it is strange that when I was able to get under the Premier's skin one night he wanted to know what Hamersley wanted in return. If there were no proposals, Mr. Chairman, that was a foolish question.

Mr. Court: It was a vital question.

Mr. TONKIN: If there was no proposal, it was a foolish question. In return for what?

The CHAIRMAN: Order! What has that to do with this amendment?

Mr. TONKIN: It has this to do with it: When the Minister was replying to the debate in connection with the attitude of members on this side that there should be no variation clause in the agreement, he introduced this very matter about the speed at which these industries had been established in Western Australia.

Mr. Court: In world record time!

Mr. TONKIN: Now the Chairman says it is not relevant to the question. Quite obviously, Mr. Chairman, the Minister has a different view, because he spent some time in replying to this point.

The CHAIRMAN: We are dealing with an amendment to clause 3.

Mr. TONKIN: In my opinion, the variation clause in the agreement would not stand up in a court of law because it confers upon somebody outside Parliament a power which Parliament itself has no power to delegate. The only body in Western Australia which can make laws, other than subordinate legislation, is Parliament itself; and nowhere can I find any power or authority which is given to Parliament to allow somebody else to make laws. The very next step will be that the Government will introduce a Bill here to enable the Government to make the laws.

The CHAIRMAN: Order! The honourable member's time has expired.

Mr. COURT: I must oppose this amendment because if it were passed it would make nonsense out of what was otherwise a workable agreement. I do not propose to canvass these points *ad nauseam*. With due respect to the Leader of the Opposition, I submit he has not read clause 6 of the Bill. If he has he must have missed the vital words, and also the vital words in clause 15 of the agreement. The words in clause 6 are "the Governor may." This is the machinery that is employed for the making of by-laws.

Mr. Tonkin: What is the Minister talking about?

Mr. COURT: I am talking about the Leader of the Opposition's move to delete clauses 7, 15, and 19 of this agreement.

Mr. Tonkin: That has nothing to do with clause 6.

Mr. COURT: It has a lot to do with it, because the honourable member wants to delete the provisions in the Bill so far as clauses 7, 15, and 19 are concerned.

Mr. Tonkin: That is right.

Mr. COURT: Those are the by-law and the variation clauses.

Mr. Tonkin: No, the variation and the arbitration clauses.

Mr. COURT: I would make the point that if clauses 7, 15, and 19 are deleted, the agreement will be completely unworkable; so if he wants to do what is apparently in his heart, he should vote against the agreement.

Mr. TONKIN: I would point out to the Minister that when British Petroleum was brought here and it was found necessary to extend the power in connection with British Petroleum in order to enable it to establish a small hotel in the area, it was not done by giving the company power to vary its agreement, but by a minor amendment to the Statute. I can see no reason why, from time to time, if it becomes necessary to alter the agreement made between the company and the Government, the Government should not do the fair and proper thing and bring the alteration to Parliament for ratification.

Sitting suspended from 6.15 to 7.30 p.m.

Mr. TONKIN: I think it is as well that members should understand what it is that I propose to do. Contrary to his usual form, the Minister for Industrial Development did not know what he was talking about when he was addressing the Chamber earlier, because my amendment had nothing whatever to do with by-laws.

Mr. Court: I was talking about your speech, and I was entitled to reply.

Mr. TONKIN: My amendment proposes to cut out from the agreement the variation clause which, in my opinion, should not be included, because it is conferring upon an outside body authority which it has no power to delegate. My amendment proposes to exclude from the agreement the clause dealing with extensions of time, and it proposes to delete from the agreement the provision for arbitration. There is nothing at all in those provisions dealing with by-laws. By-laws are another matter to be dealt with at another time.

I suggest that if it is necessary to vary the agreement, extend the time, or provide for arbitration, then whatever is required to be done can be achieved by bringing the matter before Parliament when it is necessary. This present arrangement of bringing something here as a basis for consideration with the knowledge that within 48 hours it could be completely altered, does not make sense. The Government might just as well come here with a blank schedule with marginal notes and ask Parliament to give it the authority to take it away and write in what it likes by way of an agreement. That sounds ludicrous, but it would be no different in practice from the power the Government intends to take under this legislation at present before the Chamber.

It seems to me that unless we are to make a farce of the proceedings in Parliament, we ought to believe that an agreement, which we consider will be the agreement, will operate. If in the passage of time, it becomes necessary to vary it by extending time, by giving additional powers, or by imposing additional responsibilities and obligations, then the matter could be brought back to Parliament and explained, and approval given.

However, under the measure before the Chamber we consider what purports to be an agreement between the company and the Government while knowing full well that under the variation clause it will be possible for every part of the agreement to be altered in such a way that it could not be recognised as having anything to do with the original agreement. Where is the sense in our wasting time by giving consideration to provisions in an agreement when not one of them might ultimately remain, and when they can be varied at will?

The purpose of my amendment is to say that the agreement before the Chamber is the one that we are approving, and if the Government finds it necessary in any way to add to, subtract from, or vary, it in any or all of its provisions, then it should come back to Parliament with a further proposal. Parliament should be given the reasons why the alterations are required, and Parliament should decide whether it is fair and proper under the circumstances that the agreement should be so altered.

I do not accept for a moment that we are discharging our responsibilities properly if we approve an agreement that has a clause which permits some individual outside Parliament to vary the law, to make the law, or to repeal part of the law. That is our job. We were sent here to make the laws. This authority is made perfectly clear by the Statute of Westminster. Parliament is the supreme law-making power in the State, and to imagine that we can delegate that power to somebody outside Parliament just does not make sense at all.

I can understand that we delegate our power to somebody to make subordinate legislation, subject of course to the provision that we still retain the power and authority to allow or disallow that subordinate legislation. However, the idea that we should completely abdicate our law-making power does not make sense, but that is the line of the Government's argument; namely, that if Parliament does not do this, the State will not attract these industries. The Government argues it is necessary for Parliament to purport to delegate its power to somebody else in order to establish industries in Western Australia.

I want to express the opinion very firmly that I do not believe for one moment that Hamersley would not have established itself in Western Australia without the provision giving it the right to make the law when it wanted to. In the same way, I do not believe that any of these companies would not have established themselves here if they had been told, "The Government in this State does not believe that anybody else but Parliament should make the law." I do not believe that under those circumstances the companies would have packed up and gone somewhere else.

Does the Minister mean to tell me that these companies would throw away the millions of dollars they are going to make in the north from the sale of iron ore, simply because they are going to be denied the right to make or repeal laws? I do not accept that at all.

I suggest to members that this matter is far more serious than the Minister for Industrial Development will have us believe. This is not a quibble with words; this is fighting for a principle as to whether Parliament shall be the supreme law-making body which it is intended to be, or whether some individual outside Parliament shall have the power to make laws. The Government will have nobody but itself to blame if this idea of taking power away from Parliament is extended, so that first this body and then some other body will want the right, away from the control of Parliament, to make laws.

Why should not local authorities have the power to make laws away from the control of Parliament if it is all right for companies to do it? What a high old time some of these companies would have, too, if this principle were extended to them and they could make laws to determine what other people had to do with regard to business conducted with them.

The CHAIRMAN: Order! The honourable member's time has expired.

Mr. COURT: I fail to follow the logic of the argument advanced by the Leader of the Opposition. He took exception

when I referred to the fact that the by-laws—

Mr. Tonkin: I did not take exception; I said you were wrong.

Mr. COURT: If the Leader of the Opposition will just listen to me.

Mr. Tonkin: And you were wrong.

Mr. COURT: I said the by-laws could be made only if the Governor—and we all know the meaning of the expression "Governor" in the legislation—so desired. I know that clause 7, to which the Leader of the Opposition is referring, and clauses 15 and 19 do not expressly refer to the by-laws; but the fact is he kept saying words to the effect that we cannot give the right to somebody else to make the laws.

Mr. Tonkin: That is right.

Mr. COURT: How the Leader of the Opposition can relate this to clauses 7, 15, and 19 is beyond my understanding. Clause 7 refers to extensions of time; clause 15 refers to variations; and clause 19 refers to arbitration. If one cannot have provisions for extensions of time by mutual agreement—and I emphasise the mutual agreement, because these things are not just plucked out of the air by the company—and in respect of variations within the limits defined in the agreement; and if one cannot have provision for arbitration, for the life of me I cannot see how any commercial and industrial undertakings as complex as these can function.

The last word I want to say on the matter is that the agreement—that is, the power that Parliament is putting into the ratifying Bill and into the agreement —is not something that is going to be exercised by me for long, or by any other Minister for long. This will go on and on, and a series of Ministers, a series of Governments, and a series of Parliaments will be involved.

I am prepared to assume that the Governments of the future, the Ministers of the future, and the Parliaments of the future will act sensibly. However, the Leader of the Opposition is not prepared to accept this. For the life of me, I cannot see how any great industrial and commercial undertaking of this type could function without the three clauses he seeks to restrict, and I oppose his amendment.

Mr. TONKIN: The Minister for Industrial Development cannot see how what I propose to do has any reference to making and unmaking laws, unless it includes a reference to by-laws. I propose to tell him.

When an agreement is introduced to Parliament in the form of a schedule to a Bill and Parliament subsequently passes that schedule, then the agreement becomes the law. It is no different in any respect from any other clause in the Bill. It is no less the law and no more the law than any other clause in the Bill.

There is in the schedule a variation clause which permits any part of that schedule to be altered, repealed, added to, and so changed that no part of the original schedule remains. That is altering the law.

Mr. Court: But read on, and give the restricting factors so far as variation is concerned.

Mr. TONKIN: There are no restricting factors about this. The wording of the—

Mr. Court: For the purpose of implementing or facilitating the objects—

Mr. TONKIN: —clause is that variation can be made in any or all of the provisions of the agreement. To me, that means the whole agreement. It is true that within the ambit of the agreement—

Mr. Court: Now you are getting to the point, because you will see some amendments introduced in the next session of Parliament to prove my point.

Mr. TONKIN: —the whole of the provisions in the law can be altered. My point is that Parliament is the supreme law-making body in Western Australia. It should be careful about delegating to anyone else, in any circumstances, the power to alter the law, and that is the power granted in this variation clause.

It matters little whether that is restricted to certain specific provisions. It is the question of whether it is right or proper that, under any circumstances, anyone but Parliament should have the right to alter the law. Let me repeat that the schedule of a Bill which contains an agreement is as much the law as any other law once it is passed. If we allow someone other than Parliament to alter it, in my view we delegate a power we have no authority to delegate; because, where does it stop if we say that this company can make by-laws that affect other laws? Look at the field we are opening up! It is not even as limited as the Minister says.

Mr. Court: The company cannot do this on its own initiative; the Government of the day has to agree.

Mr. TONKIN: No, it has not; the arbitrator has to agree.

Mr. Court: In certain circumstances, when the Government and the company cannot agree. That is the only occasion when the arbitrator has to decide.

Mr. TONKIN: That is the whole point; it goes to the arbitrator. When the company desires to have something done, the Government can resist and decide to send the matter to the arbitrator. If the arbitrator arrives at a decision different from what the Government desires, he amends the law, and the Minister cannot deny that. That is something to which I take the strongest objection. I would not

agree to allow the Government to amend the law away from Parliament. We would be in a nice old fix if this Government had that power, yet it is proposed to give it to an individual in certain circumstances.

Mr. Court: You are stretching a long bow!

Mr. TONKIN: I am not stretching a long bow.

Mr. Court: He would be a responsible arbitrator to whom the Government would have to agree.

Mr. Graham: And the company.

Mr. Court: Of course.

Mr. TONKIN: Is the Minister saying that in all cases the company would be on the side of the Government?

Mr. Court: No; because if that occurred there would be no need for an arbitrator.

Mr. TONKIN: So we could have a situation that, at times, the arbitrator could decide against the Government, and in those circumstances, the law would be altered against the wishes of the Government. I cannot justify that; and the trouble arises because Parliament is prepared to allow somebody, other than itself, to make or amend the laws. That is the vital principle in this clause. It is not a quibble with words. It is a question of whether we agree that we are not the supreme law-making body we are supposed to be, and whether we agree to laws being altered away from Parliament.

When we pass this Bill this session it will be the law; and we are satisfied to make it the law. If there is a disagreement between the company and the Government, the decision of one man will amend the law and so make a new law for that particular matter. Should that be the responsibility of someone outside Parliament, or should we retain that responsibility ourselves? We are elected as representatives of the people to be a supreme law-making body and we should be very jealous of the privilege and the responsibility, and not be prepared, in any circumstances, even at the risk of losing an industry, to pass that responsibility over to someone else—that is, if such a risk does exist, and I am not satisfied that it does, by any means.

I cannot visualise Hamersley Iron leaving this State because it could not get power to make laws, but if it did it would be a price I would be prepared to pay to safeguard the supremacy of Parliament. If the supremacy of Parliament is whittled away here and whittled away there we will finish up with a dictatorship. I do not want to encourage that.

I am a firm believer in democracy even though, from time to time, I have noticed the Premier has his doubts. We should encourage and assist democracy to work by adding to its powers; we should not take powers from it. This Bill represents a step in the direction of reducing the power of democracy and the supremacy of Parliament and we should be very careful about taking such a step. I hope the Committee will agree to the amendment.

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

Ayes—18

Mr. Bickerton	Mr. Jamieson
Mr. Brady	Mr. Moir
Mr. Davies	Mr. Norton
Mr. Evans	Mr. Rhatigan
Mr. Fletcher	Mr. Rowberry
Mr. Graham	Mr. Sewell
Mr. Hall	Mr. Toms
Mr. Hawke	Mr. Tonkin
Mr. J. Hegney	Mr. May
	(Teller)

Noes—24

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

Pairs

Ayes	Noes
Mr. Curran	Mr. McPharlin
Mr. Kelly	Mr. O'Connor
Mr. W. Hegney	Mr. Nalder

Amendment thus negatived.

Clause put and passed.

Clauses 4 and 5 put and passed.

Clause 6: By-laws—

Mr. BICKERTON: I move an amendment—

> Page 2—Insert after paragraph (b) the following new paragraph to stand as paragraph (c):—
>
> (c) shall cease to have effect if either House of Parliament passes a resolution disallowing any such by-law, of which resolution notice has been given at any time within fourteen sitting days of such House after such by-law has been laid before it, but without affecting the validity or curing the invalidity of anything done, or the omission of anything, in the meantime;

The amendment is self-explanatory and deals with a situation that has received much attention when previous agreements have been discussed in this Chamber. It concerns the Interpretation Act. Members are aware that certain sections of that Act apply to these agreements, namely, the tabling of by-laws and regulations; but motions for the disallowance of by-laws or regulations made under the agreement contained in this Bill are excluded.

It is my opinion that Parliament is responsible enough to ensure that when by-laws and regulations are placed before it justice will be done. I cannot agree with the Minister's statement that a company could be embarrassed by the irresponsible

actions of members of Parliament. That has not been evident when members have dealt with by-laws or regulations placed before them in the past, and there is no reason why it should be evident in the future. The Minister still insists that unless this provision is incorporated in agreements made between iron ore companies and the Government no company would be operating in this State. I find that extremely hard to believe.

If I remember rightly the Mount Goldsworthy iron ore agreement was the first to be negotiated. Tenders were called for those deposits to be developed by any company that was interested. I do not recall any condition in the tenders which stated that sections of the Interpretation Act would not apply. But what was the result? A number of companies applied to develop the Mount Goldsworthy deposits and the successful tenderer was a consortium of three companies.

Unless the Minister can show me otherwise, I assume that the companies which tendered were quite happy to do so without the provision to exclude them from section 36 of the Interpretation Act. I am of the opinion that the iron ore companies would have been prepared to operate with that section of the Interpretation Act applying to their agreements, because they have sufficient faith in the Parliament to realise that regulations and by-laws made by them would be treated in the same responsible manner as other by-laws and regulations are treated. Many of our Statutes contain provisions relating to subordinate legislation, but all such subordinate legislation must run the gauntlet of Parliament and it can be disallowed by either House.

I would like to make reference to the remarks of the member for Perth in this regard. When the Minister explained the reason for the provision in this clause to be included he confused me, but the member for Perth confounded me with his easy solution by telling us how we can get around the position. The present and democratic method for a member of Parliament to move for the disallowance of a regulation is complicated; but it is much more difficult for a member to try to move for the disallowance of a regulation by introducing a Bill in Parliament. First of all the Bill has to be passed in the House in which it is introduced, and then it has to be transmitted to the other House. Such a Bill could involve a charge on the Crown, and if it did a private member would be prevented from introducing it.

If this is the procedure available to members in respect of agreements such as the one before us, then I can only say that the method is clumsy, and that the reputation of this Parliament will suffer. This procedure would do the very thing which the Minister assured the company would not be done. That would happen if a future Government brought in a Bill along the lines suggested by the member for Perth.

Mr. Durack: You said the Government would bring in a Bill, but I did not suggest that the Government would bring in a Bill.

Mr. BICKERTON: In regard to the conditions offered to the company I cannot go along with the comments of the Minister. One of the main factors which was responsible for the success of the iron ore ventures was the lifting of the embargo on the export of iron ore. Prior to that the Commonwealth Government would not allow its export. Although it was lifted in a restricted manner, the opportunity was available for people to prospect for iron ore. The lifting of the ban caused many known deposits to be declared, one in particular being Mt. Newman.

The CHAIRMAN: How are you relating your remarks to the clause?

Mr. BICKERTON: I am relating my remarks to the comments of the Minister. He said that unless the special conditions were included in the agreements the companies would not be interested in developing the iron ore deposits. It is my contention that that statement is not correct. I recall, and I am sure the Minister also recalls, that at the opening of the Mount Goldsworthy project a Japanese official of the importing companies—the official spokesman for the Japanese interests—made reference to the fact that Japan had been interested in the Pilbara iron ore since 1934. Having had an interest for such a long period, we can readily understand that the Japanese interests are not very concerned with the application of section 36 of the Interpretation Act.

I should point out that when the companies expended huge amounts of money long before their agreements were ratified by Parliament—indeed in many cases before the agreements were signed by the Government—they did not know that they would get the conditions which the Minister told us were so important to them. They were, before they approached the Government with their propositions, prepared to expend those huge sums in prospecting the resources and in making preliminary investigations overseas in relation to markets.

When I was having lunch with the managers of two of the bigger companies just after their agreements had been ratified by Parliament—at the time they were facing difficulties in getting off the ground and in finding overseas markets—one of them mentioned, and the other agreed, that there was one advantage which our iron ore possessed. They maintained there were other countries which had iron ore deposits of equal quantity and quality, and which were much closer to the Japanese market—and a lot of the iron ore is in

countries where labour is much cheaper than it is in Australia—but they contended that the advantage of iron ore from Australia was the political stability of the country, and this was their biggest selling point.

Neither of them mentioned the Interpretation Act. I do not recall anyone concerned having this to say: We are very frightened to go ahead because of your Interpretation Act which enables a member of Parliament to move for the disallowance of a by-law or regulation which we might make in connection with our operations. My impression was that they were not concerned as to what Government was in power in this State or in the Commonwealth. They contended that there was political stability in this country, and that the agreements would be honoured by future Governments.

The Minister referred to other agreements which have gone through this Chamber, and which contained the provision in clause 6. That is true, but it does not mean a great deal. It might be an indication that we were not very vigilant when the previous agreements went through. What concerns me is: Where do we stop? Are we to allow this provision to apply only to the big agreements, or to all iron ore and salt agreements? Will it apply to smaller companies?

We should not discriminate. If a smaller organisation is prepared to operate in Western Australia, and to build houses, roads, and other facilities in a small way, then it could demand the same treatment as has been given to the bigger companies. Are we to get to the stage where every agreement that is ratified in this Parliament will contain the provision that is in the clause under discussion, and some of the other provisions which members on this side have opposed?

Mr. COURT: I oppose the amendment, because the honourable member is only seeking to achieve by different means the deletion of clause 6 (d). We are all aware of the provision in section 36 of the Interpretation Act and how it applies up to and including the time that the by-laws or regulations, as the case may be, are disallowed by Parliament. There is very little I can add to what I put forward previously. The honourable member mentioned a number of things. He said he had lunch with some directors of the Mount Newman project.

Mr. Bickerton: I did not mention Mount Newman.

Mr. COURT: The honourable member mentioned some iron ore project, and I thought he was referring to Mount Newman, but it matters not. He said the directors were not concerned with our Interpretation Act. Of course they were not; they were thinking about wider horizons than the words of that Act.

The member for Pilbara then told us what the Japanese spokesman said at the official opening of one iron ore project. I would point out that the Japanese were not parties to that agreement, and they were not the least bit interested. He went on to say there would be no end to the exclusion of companies from the Interpretation Act, and it could go on and on, and would be applied to large and small companies. The essential point is that whoever is negotiating the agreement with the Government has to build the huge facilities which the State cannot offer, and therefore wants some security in his operations.

The fact that the member for Pilbara and his supporters are desirous of inserting the amendment before us is a notice to these companies that those members want to be placed in the position where they can move for the disallowance of the by-laws made by the Government and the companies. I want to emphasise that such by-laws can only be promulgated if the Governor, in the legal sense of the word "Governor", agrees. Members opposite want to place themselves in the position where they can move to disallow by-laws made in good faith. If these by-laws can be varied under section 36 of the Interpretation Act, then the conditions laid down in relation to freight and general operations can be altered, and the companies will finish up in the situation which the honourable member and his supporters advocate—a situation which would be quite diabolical.

Mr. Bickerton: That is no different from the other Statutes.

Mr. COURT: If it is the desire of some members to repudiate the agreement, they should come straight out and say so; they should not seek to do that by surreptitious means.

Mr. Graham: That is childish stuff.

Mr. COURT: The fact is they are advocating a situation under which by-laws made in good faith and approved by the Government—because it is provided the Governor may, and not shall, approve —might be disallowed, and thus create an untenable situation for the companies.

Mr. Bickerton: Does not that apply with other Statutes?

Mr. COURT: Other Statutes are not like the Bill before us, which contains an industrial agreement. It is a question of whether or not members opposite want the industry.

Mr. Bickerton: I am sure everybody wants the industry.

Mr. COURT: We will not get it by advocating what is suggested by the member for Pilbara and his supporters.

Mr. Bickerton: Whenever you get on weak ground, that is what you say—"Do you want the industry?"

Mr. COURT: That is not so. This State cannot from its own resources, from Commonwealth money, or from other means, provide facilities such as railways and ports. The honourable member knows we have no chance of doing this in 50 years. I oppose the amendment.

Mr. TONKIN: The Minister refers to this provision as "a few words in an agreement." Let us look at the section of the Interpretation Act which is affected to see whether the Parliament of the day thought of it as applying to "a few words in an agreement." The provision reads—

> (2) Notwithstanding any provision in any Act to the contrary, if either House of Parliament passes a resolution disallowing any such regulation, of which resolution notice has been given at any time within fourteen sitting days of such House after such regulation has been laid before it, or if any such regulation is not laid before both Houses of Parliament in accordance with the requirements of subdivision (d) of subsection (1) of this section, such regulation shall thereupon cease to have effect.

"Notwithstanding any provision in any Act to the contrary"! So it is quite clear that the Legislature in those days envisaged the possibility that one day a Government would want to deny Parliament the right to veto a by-law. Therefore the Interpretation Act provides that Parliament shall retain this right.

But this Government found a way around that. It has simply lifted the section out of the Interpretation Act so far as this legislation is concerned. The Minister says that is worrying about a few words in an agreement. That is the year's understatement.

This is a matter of very vital principle because, let me remind members, there is power in this legislation to enable the company to impose a fine of up to $100 for any breach of these by-laws it may make; and no matter what Parliament thinks about such by-laws and the fairness and propriety of them, and whether or not it is reasonable that people should be fined for not obeying them, Parliament can do little or nothing about the by-laws unless it follows the suggestion of the member for Perth and introduces a Bill to repudiate the agreement.

Is that the way to handle a question of this kind? We are invited to repudiate an agreement if in our opinon some by-laws have been made which should not have been made. Is it not far better to retain this provision in the Interpretation Act so that anyone who comes here and has the power to make by-laws will know that at all times Parliament will have the right to disallow such by-laws if it thinks the disallowance should be made?

We are told that if this provision is not retained, these industries cannot be established. I think that is kindergarten stuff. With all these profits to be made, and they are being made, just imagine the companies refusing to take the opportunity to have these profits if they are not given the right to make by-laws without interference from Parliament! If the mentality of members is such that they will accept that argument, then they should go back to school.

Mr. Hawke: Slow learners' school.

Mr. TONKIN: Surely with words so deliberate as those in the Interpretation Act, it was not envisaged by anyone that a Government would want to lift those words out of a Statute, so far as they applied to this company or that company, but would let them have general application to everyone. That is the proposition; not that this part of the Interpretation Act should be taken out completely and not apply to anyone, but that it should apply to some people with power to make subordinate legislation, and that these companies—first this one and then another —shall have the power to make by-laws and fine people for any breach of them; but Parliament shall have no say as to whether those by-laws are fair and reasonable.

The member for Pilbara seeks to put the position back where it ought to be and to leave the sovereignty of Parliament unchallenged with regard to the making of subordinate legislation. Who can reasonably argue that in a democracy that should not be the position? If we go on taking from Parliament the power to have any control over this matter, and any control of that matter, we will slowly but surely whittle away its power, and, with the loss of power, its prestige, so that people generally will lose their confidence in it; and we ourselves will be to blame.

We are here to act within the Constitution and to safeguard the privileges of the people and those things which are safeguards for the people and their interests, yet we are going to throw away first this control and then that control. I just cannot understand how members are prepared to allow someone outside Parliament to make by-laws and to impose fines for breaches of those by-laws, which Parliament has had no say in making. Fines of up to $100 can be imposed; and Parliament is impotent to make any change unless it is prepared to introduce a Bill to repudiate an agreement already arrived at. Far better I think not to put it in the agreement in the first place.

We should ensure that Parliament remain in control; and I would recommend the Minister for Industrial Development to have a look at the British Statutes concerning the establishment of companies, and their power to make subordinate legislation, to see if he can find anything similar to what he proposes here. I hope the Committee will realise the seriousness of this situation and support the amendment.

The CHAIRMAN: Before I call on another speaker, I will intimate to members that I am going to be very strict in regard to tedious repetition. We have had a lot of it over the last hour or two, and I point out that any repetition by a member of what he or other members have said will bring about a call for him to discontinue his speech. I would like members to have some regard for this, because we have heard a lot of similar arguments already and we do not want to hear them again. If members will insist on repetition they will be called to order.

Mr. GRAYDEN: With regard to this ruling of yours, Sir, I made a statement the other night in response to which one or two members of the Opposition and the member for Perth made some comments.

The CHAIRMAN: I am not speaking about what occurred the other night—only of what is happening now.

Mr. GRAYDEN: But it deals with this particular clause, and I was hoping I would have an opportunity at least to reply to those comments.

The CHAIRMAN: We are not replying to what was said the other night. We are dealing with this clause.

Mr. GRAYDEN: Can I just touch on the subject—

The CHAIRMAN: We will not touch on any subject except that contained in this clause.

Mr. GRAYDEN: I will certainly do that.

I want to say at once that I will oppose this amendment, but I will do so reluctantly. I will oppose it for these reasons: Firstly, it has already been written into the Bill which we are now being asked to pass. Secondly, it has appeared in a number of other Bills which have been introduced in the last few years; and, under these circumstances, I do not think it is fair to make fish of one and fowl of another. I think it is a reasonable proposition that we should go along with the Minister on this occasion, but should ask him to give the matter a great deal of consideration to endeavour to avoid this sort of thing in future legislation.

There is no question that it can be avoided, because it is being done in Queensland. In the last few years in that State there have been two huge undertakings, one in respect of bauxite and the other in respect of coal. In Queensland the Government has gone out of its way to deal with this matter of alterations to agreements and also the delegation of power to make by-laws. In both instances the Government has insisted that these matters be referred back to Parliament for ratification. By-laws are presented to Parliament, which has the power to disallow or amend them.

The extraordinary thing about this is that in Queensland that is the situation, but in Western Australia we are told it cannot be done. Queensland is not behind us in this matter. Up to 1964, Queensland was doing exactly the same as is intended under this Bill. In that year the Ampol Refineries Limited Agreement Act was passed and it contained a clause in respect of the variation of the agreement and also powers in respect of Orders-in-Council, which are the equivalent of our regulations.

There was to be no ratification by Parliament. That was in 1964; but later on the Queensland Government saw the error of its way and overcame this difficulty. It insists now that all alterations to agreements be ratified and that Parliament shall have the right to disallow any regulations made.

It would appear that this matter is something like women's fashions. One year a mini skirt is fashionable and next year ankle-length dresses are in fashion. Apparently one Government desires clauses of a certain nature in a Bill and then when a change of Government occurs, exactly the opposite is incorporated. In Western Australia the Government insists on this provision, but the lack of the provision in other States does not deter the big companies from establishing their industries there. In connection with the company to which I have referred, a tremendous amount of overseas capital is involved.

I think it was the member for Perth who interjected when the member for Northam was speaking. He asked what the difference was between what he had suggested the other night and what was requested. He said that the powers of Parliament were not being abrogated; that Parliament still had powers in respect of this matter; and that we could repudiate this agreement which has been reached.

That was the alternative which the member for Perth gave. To do what he suggested would be to repudiate the agreement which we are ratifying at the present time. While we are actually ratifying the agreement, the member for Perth is suggesting a way of getting around it. We are telling the company we will protect its rights, which it apparently insists on, and the member for Perth is telling us how to get around the agreement and repudiate it. I think this is a pretty serious matter, and I suggest to the Minister for the North-West that he approach the company and tell it that this is not the way we do things in this State.

Mr. Hawke: Hear, hear!

Mr. GRAYDEN: If I have wanted to find out the thoughts of members of Parliament on a particular issue in the past, I have looked back in *Hansard*. I find

that members make all sorts of statements about legislation before the House, and by looking through *Hansard* I can get to know what was in the minds of members. Just imagine what will happen when the company representatives concerned with this agreement look through the *Hansard* accounts of this debate. Those representatives could do this many years hence in New York or Japan and they might even come across the speech of the member for Perth stating, at the very time of the ratifying of the agreement, that we can get around the agreement in a certain way.

There are lots of methods of getting round it, too. We could ensure that all copies of the Act, notwithstanding that it has been passed by Parliament, are destroyed. Then the company could do nothing about it. We could disallow the law enforcement system in Western Australia, and that would have the same effect. But these propositions, of course, are too far-fetched to warrant consideration, and we would not even give them a second thought. We also should not give a second thought to the suggestion made by the member for Perth, because it is in the same category.

I take a terribly serious view of this. The statement by the member for Perth was to the effect that Parliament's powers were in no way affected by the Bill, and it was a hollow and reckless exaggeration to say Parliament's powers were being abrogated. I would like to say that I think the member for Perth was guilty of hollow and reckless use of the Queen's English.

This matter has caused tremendous concern to Parliaments throughout the world. Earlier the Minister told us it was so much nonsense to worry about a few words and that we were playing around with legalistic matters. The point is the principle involved. Surely guidelines are not so much nonsense; that is what we are talking about. Anything can be done by Parliaments. Shocking things have been done at times. Someone mentioned democracy. Once the British Parliament passed a law ordering that a bishop's wife be boiled to death. The bishop was the Bishop of Rochester. I am sorry, it was the bishop's cook. Parliaments can do anything, and they can delegate their authority.

Mr. Bickerton: I know a lot of cooks who should be boiled to death!

Mr. GRAYDEN: We are talking of the principle involved, and I am dealing with this particular Bill as being in the category of an isolated case. It will not be a national calamity if it goes through; it is the principle I am objecting to.

The British Parliament in 1929 appointed a committee which was called the Committee on Ministers' Powers, to consider subordinate legislation. The report is very involved. However, the reason this committee was set up was because of the outcry against subordinate legislation. The outcry was not in terms of preventing Parliament from having control over subordinate legislation. The concern was about the volume of the subordinate legislation. The report of the committee said it was indispensable, but it also made constant reference to necessary safeguards. For instance, the report stated as follows:—

> It may be convenient if on the threshold of our report we state our general conclusion on the whole matter. We do not agree with those critics who think that the practice is wholly bad; we see in it definite advantages, provided that the statutory powers are exercised and the statutory functions performed in the right way. But risks of abuse are incidental to it, and we believe that safeguards are required, if the country is to continue to enjoy the advantages of the practice without suffering from its inherent dangers.

I could go on giving quotation after quotation from this most reputable committee set up by the British Parliament to report on delegated legislation. I repeat, it stressed the inherent dangers and the need for constant vigilance. Yet, at this moment, we are delegating legislation and taking away from Parliament the power to either disallow or amend subordinate legislation.

The Minister said we must give the Government some flexibility and that if we give Parliament the right to disallow this sort of thing the Government will not have the flexibility which it requires. Parliament should have the right to disallow by-laws, and that would not take away the flexibility of the Government. The company concerned would know that any regulations introduced would be subject to disallowance.

The CHAIRMAN: Order! The honourable member's time has expired.

Mr. HAWKE: As you would not allow me to repeat the remarks of the member for South Perth, Mr. Chairman, I must be content by saying that I agree wholeheartedly with most of what he has said. I support the amendment moved by the member for Pilbara. The essence of the amendment is that any by-law made under the provisions of the Act, when it becomes law, shall cease to have effect if either House of Parliament within a certain period carries a resolution disallowing the by-law.

To understand this amendment clearly it is necessary to take in clause 6 as a whole. Clause 6 of the Bill states that the Government may, on the recommendation of the joint venturers, make, alter, and repeal by-laws in accordance with and for the purpose of the agreement. It goes on to

state a number of other things in connection with any by-laws so made. The vital part of this clause, as it now stands, is that the power of Parliament to disallow or amend any by-law is to be taken away.

The amendment proposed by the member for Pilbara aims to delete the part of the clause which would take that right and authority away from Parliament and to restore the authority in connection with the agreement which this Bill incorporates. The Minister for Industrial Development, after making some insolent remarks to members of the Opposition who dared to query any part of the Bill or agreement, tried to pour out some soothing syrup.

The Minister told us there was no need for worry and no need for fear in connection with clause 6 because the Governor, in essence, is the Government and by-laws to be made under this part of the law would only be made after the Government was satisfied they should be made. This is a very strange type of soothing syrup for the Minister for Industrial Development to offer. What does the assurance of the Minister really mean? The Bill lays it down that by-laws may be made after this Act commences to operate. The by-laws can be made by means of mutual agreement between the Government and the company. I think the Minister would agree there would not be any doubt whatsoever about by-laws, mutually agreed upon, being approved in Executive Council with the Governor's signature attached thereto. In what respect, therefore, would this right or power not to make a by-law operate? When would there be an occasion when the Governor would refuse to make a by-law?

Mr. Court: I did not imply there was. What I was trying to answer was the statement made by the Leader of the Opposition that the company could make the by-laws; but it cannot unless the Governor agrees.

Mr. HAWKE: The Leader of the Opposition did not make that statement at all, on its own.

Mr. Court: He kept saying the company could make the laws.

Mr. HAWKE: The Leader of the Opposition indicated clearly the details of the procedure by which by-laws would be made. As the Minister would know, he pointed out the by-laws could be made as a result of mutual agreement. He went on to point out that in the event of disagreement between the Government and the representatives of the company the matters in dispute would be referred to an arbitrator, mutually agreed upon by both sides, and the decision of the arbitrator would be final and binding on both parties.

Every member in the Chamber who heard the Leader of the Opposition, and heard him fully, would know he said that not once but several times. I want to know under what situation the power of the Governor to make by-laws would not operate. I have pointed out his power would operate when both the Government and the company mutually agreed upon a by-law; and that by-law would be approved as a matter of course by the Governor in Executive Council. The only other method of making a by-law is the method under which the arbitrator, mutually agreed upon by the company and the Government, would decide that a particular by-law should be issued.

Does the Minister want us to swallow the inference, or the suggestion, that if the Government disagreed strongly enough with the proposed by-law, it would then not call upon the Governor to give his approval to the by-law, even though the Government with the company had mutually agreed upon the person who was to be the arbitrator, and the arbitrator in his decision had decided against the Government?

The assurance by the Minister that the right of the Governor to make by-laws is only discretionary is worth nothing. The only way the Government could put itself in a situation of refusing to make a by-law with which it disagreed would be to repudiate the portion of the agreement covering the making of by-laws and the methods to be used in the development of them. Therefore the soothing syrup the Minister so easily rolled off his tongue in regard to the matter is worthless, and the Minister knows it is worthless. If he does not know that, let him stand up and tell us when the Governor would refuse to make by-laws which had been mutually agreed upon by both parties; or, alternatively, which would, in the event of disagreement between the two parties, be approved by the arbitrator himself.

Mr. Court: I hope he never would.

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

Ayes—17

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

Noes—23

Mr. Bovell	Mr. Hutchinson
Mr. Brand	Mr. Lewis
Mr. Burt	Mr. W. A. Manning
Mr. Court	Mr. Marshall
Mr. Craig	Mr. Mitchell
Mr. Dunn	Mr. Nimmo
Mr. Durack	Mr. Runciman
Mr. Elliott	Mr. Rushton
Mr. Gayfer	Mr. Williams
Mr. Grayden	Mr. Young
Mr. Guthrie	Mr. I. W. Manning
Dr. Henn	*(Teller)*

Pairs

Ayes	Noes
Mr. Curran	Mr. McPharlin
Mr. Kelly	Mr. Nalder
Mr. W. Hegney	Mr. O'Connor
Mr. J. Hegney	Mr. O'Neil

Amendment thus negatived.

Clause put and passed.

Schedule put and passed.

Title put and passed.

Report

Bill reported, without amendment, and the report adopted.

BILLS (2): RETURNED

1. Iron Ore (Nimingarra) Agreement Bill.
2. Evaporites (Lake MacLeod) Agreement Bill.

Bills returned from the Council without amendment.

METROPOLITAN WATER SUPPLY, SEWERAGE, AND DRAINAGE ACT AMENDMENT BILL

Second Reading

Debate resumed from the 7th September.

MR. JAMIESON (Beeloo) [8.56 p.m.]: This Bill has been on our files for a few weeks now and some debate has already taken place on it. However, I wish to make a few comments at the second reading stage, and before the Bill proceeds to Committee.

As the Minister indicated, it appears to me the measure is a means of revising penalties; and on this point I wish to draw his attention to the fact that the penalties in respect of one matter—I refer to the new proposal on page 7 of the Bill, with reference to persons constructing certain buildings, etc., over sewers—are rather unusual. The penalty proposed in the Bill is $80; yet in the Act there is a section similar to the provision in the Bill—section 69—which reads as follows:—

> Every person, who, not being authorised by the Board, wilfully or carelessly breaks, injures, or opens, or permits to be broken, injured, or opened, any sewer, drain, or fitting, or any other work, shall for every such offence be liable to a penalty not exceeding fifty pounds, besides the amount of the expense to which the Board may be put in respect thereof in repairing such sewer, drain, fitting, or work, and the amount of such expense shall be ascertained, determined, and recovered in the same manner as such forfeited sum.

That section is being amended by the Bill, and the penalty will be substantially increased. As a matter of fact it is to be increased to $200. The wording of this proposed new section is as follows:—

> (a) erect, construct or place any building, wall, fence or obstruction in, upon, over or under a sewer and then only upon and subject to such terms and conditions as the Board thinks fit to impose for the protection of the sewer from interference or damage; or
>
> (b) obstruct, fill in, close up or divert a sewer.

The proposed new section is almost exactly the same as section 69 of the Act, but the penalties are vastly different. I would like the Minister to explain the matter; because I believe that a person who obstructs, fills in, closes up, or diverts a sewer is committing a serious breach and deserves the maximum penalty, whether under the existing section or the proposed new section.

The proposed new section seems to have been drafted without due regard for the two sets of circumstances, and it seems rather unusual that a lesser penalty is to be applied in this respect, when the present section 69 clearly gives the department the right to take people to task for a similar offence.

There is a further provision in the Bill which allows the board to assess the water consumed where a meter has been broken, or taken away from rated premises. This is a practice in which the board has indulged, for a long time, though probably not in accordance with the strict provisions of the Act. I do, however, feel it is a desirable feature.

The board should indicate very clearly to consumers how meters can be read. I think it should even go so far as to advertise these instructions over the various television stations. I say this, because my experience has been that as soon as excess water notices are issued each year representations are invariably made to metropolitan members—and I have checked this with other members in the metropolitan area—and very often the complaints made by the particular consumers are that they could not possibly have used the excess water mentioned on the notices. When the meters are examined, however, there appears to be very little doubt that the amounts of excess water in question, had in fact, been used.

Very few consumers are able to read meters correctly, and they are apt to consume more water than they think they are consuming. If they were able to read their water meters they would probably not get into so much strife, and would then not find it necessary to approach their local member when they find themselves up for a fairly heavy excess water bill.

I know that the board is in the business of providing and selling water, but I do think it should advise its clients on what economies can be exercised, so that people will be in a better position to meet the charge that they are expected to pay. It is quite surprising that in some very small plots excess water to the tune of 200,000 gallons can quite easily be used.

This, of course, constitutes a considerable expense for people to meet in one lump sum. I do know, however, that the department is generally prepared to accept payment of the amount over a period, which relieves the burden to some extent. But this does not altogether obviate the shock people get when they first receive the account. If they were educated in the manner I have suggested, they would possibly be able to watch the position more closely.

This brings me to the question of the responsibility for extra charges. I do not wish to indulge in tedious repetition, but I would draw the attention of the Minister to the position of somebody taking over a housing commission home in, say, January, and finding that he is immediately responsible for all the excess water that had been consumed previously. It should be the prime responsibility of the owner of the property to see that the tenants pay a fair and just share of the water consumed.

I have found that, to a degree, the State Housing Commission has accepted its responsibility, and where it can be shown that the new tenant immediately finds himself responsible for the payment of excess water already used, some relief is arranged by an adjustment in the accounts.

I do not think it should be left to the individual property owner to make a determination. It should be clearly laid down that it is the responsibility of the owner of the property, rather than the responsibility of the tenant; because, after all, the initial amount of money for the property is coming from the owner, and he should make the necessary arrangements to guard himself and his tenants against payments for excess water that is used. If this were done it would obviate a good deal of heartburning when people who have taken over a property find they are up for the entire bill in regard to the excess water that has been used, though they may have been in the house for only a couple of months.

There is also a provision in the Bill which permits the board to use a common drain to connect sewerage to adjacent properties. With the development that is taking place at the moment, this is a desirable feature, and I do not think there is any likelihood of malfunction. If we can minimise the number of connections to the main drain, innumerable problems would be overcome and a great deal of expense avoided. There is no reason why the connections for business properties cannot be carried out by the use of one line. I think this is a very good provision indeed.

A further clause in the Bill permits a review of valuations of land which has been subdivided, or of valuations which have been increased for some reason or other. It is possible that a particular lot might have been re-zoned and the valuation increased in the year of assessment. I understand that, previously, valuations have stood for a year; but if a subdivision takes place, or there is an increase in valuation for some reason or other, the water supply board should have power to rate particular properties for that part of the year which relates to the new valuations. Previously people have got away to a good start with the supply of water to gardens, lawns, etc.; but this, of course, must be paid for by somebody, and the department should ensure that it receives an equity from subdivided land.

The only other provision in the Bill to which I wish to draw attention is that on page 9. I refer to proposed new subsection (5) which is contained in clause 30. It reads as follows:—

> The Board may, by notice, published in the *Government Gazette*, declare that any metropolitan main drain which is specified in the notice, shall cease to be a metropolitan main drain, and effect shall be given to the notice according to its tenor.

I am a little afraid of this provision, but perhaps the Minister can explain the position. It may refer to some main drains which are affected by a redirection of water and the development of other drains in drainage reserves.

Mr. Ross Hutchinson: To which clause are you referring?

Mr. JAMIESON: I am referring to clause 30. This could cause some embarrassment to local authorities if a drain were declared no longer a main drain. I assume the responsibility of the department would then cease, and the area would become a rubbish heap like many of the back lanes in the metropolitan area. These back lanes appear to be nobody's responsibility and they cause endless problems in various suburbs.

I would like the action to be guarded in this matter, and for some means to be devised for the reserve to be taken over by the local authority concerned, or for some provision to be made for the property owner to take it over and improve it. It should not be permitted to become a rubbish heap. If there is a redirection of the drain it should be filled in.

There is also provision in the Bill for sewers to be placed over land not already sewered. This may sound unusual but here again it is only legalising a procedure which is already adopted by the department. For example, when it was discovered that the private sewer at Boans, Waverley, would not work, the Government provided access from a sewer running by the East Cannington station. This was taken over a distance of about half a mile to Boans at Waverley. This was no doubt provided at the company's expense. If the circumstances are such that

it is an economic proposition, it should be legal for the department to carry out such an extension.

In the main the Bill seems to be a good revision of the various sections of the Act. Some quite high penalties are provided in connection with sewerage and drainage matters, but, if they were not provided, a good deal of bother and inconvenience could be caused in the community by people interfering with the normal functioning of these services. To that extent I think the proposal is a good one. I support the Bill, but I would like the Minister to explain what is proposed in connection with drains which are to be handed back when they are of no further use to the department.

MR. ROSS HUTCHINSON (Cottesloe—Minister for Water Supplies) [9.13 p.m.]: I thank the members who have spoken for their support of the legislation. There is no doubt that the water board does a very good job in providing a most valuable service to the metropolitan area. There are, of course, severe limitations placed on the board because of the unfortunate lack of the necessary loan funds required to undertake the amount of drainage work —and more particularly the amount of sewerage work—that it would like to undertake.

I think we are most fortunate indeed in the cheap rate at which water is provided at our front doors. This most valuable commodity is supplied at a cost of approximately 5c for a ton of water; which is remarkably cheap. There is little doubt that the board is doing a very good job indeed; although, of course, it is difficult to please everyone.

The Leader of the Opposition had no quarrel with the provisions of the Bill, though he was a little critical of there being a possible omission from the measure. He said that the occupier should not be liable for the rates; that the owner should be liable.

The honourable member made mention of the Crown being responsible for the payment of rates instead of the lessee. He said the owner should be responsible for the rates. It is possible for the owner to make himself responsible for their payment. It is virtually only the single tenant —I am not talking about marriage status— who becomes liable for excess water; but if he pays the rates, he is able to obtain a recoup from the rent he pays to the owner if he so desires. This is explained in section 103 of the parent Act, which reads as follows:—

> (1) The amount of any rates made and levied under this Act shall be payable, in the first instance, by the occupier of the land rated.
>
> (2) The amount of such rates may also, at the option of the Board, be recovered from the owner of the land rated.
>
> (3) Provided that, except where the Crown is the owner,—

That is something to which the Leader of the Opposition took some exception. Continuing—

> —any amount of such rates paid by an occupier shall, in the absence of special agreement to the contrary, be afterwards recoverable by the occupier from the owner; and any receipt for rates so paid may be tendered to and shall be accepted by the owner in satisfaction, to the extent of the amount specified in the receipt, of any rent due to the owner.

I discussed this with the general manager of the water board and he said it would be unwise to have the owner liable for excess water because, if, for some reason, the owner neglected to pay the account, the water could be cut off and the person occupying the house would not know the reason. The tenant could only find this out by approaching the water board. Under all the circumstances, the present arrangement, while not perfect by any manner of means, is the best way we can find to satisfy the requirements of the individuals concerned and to ensure the prompt payment of water rates.

The member for Beeloo spoke about penalties and drew attention to discrepancies or irregularities. He said that possibly due regard had not been had to the matter of lining up the penalties with the respective offences under the Act. The Crown Law Department and the water board endeavoured to try to rationalise the penalties in the light of modern-day currency and it was felt a reasonably good job had been done. However, during the Committee stage, the honourable member might care to pursue this topic further.

In the main, the penalties have been lifted about 100 per cent., but here and there they have been increased by a greater percentage than that, and in one or two places they have been lowered to a lesser percentage.

The honourable member also mentioned that it would be of some value if people were instructed on how to read meters. Actually, the inspectors will be only too pleased on request to show occupiers or owners how to do this. As a matter of fact, I think the information is given on the account that is sent out to people, although I am not sure of this.

Mr. Toms: They are not hard to read; they are harder to control!

Mr. ROSS HUTCHINSON: The honourable member also touched on the matter of payment for excess water. Here again, this is a rather difficult situation, but the occupier is the person to whom the accounts are sent.

Mr. Jamieson: It is not fair if he occupies the house for only two months and has to pay the excess.

Mr. ROSS HUTCHINSON: The only way to overcome this is by representation to the owner or by having a reading of the meter beforehand so that an arrangment might be made between the outgoing tenant, the ingoing tenant, and the owner. However, the water board must recoup its money. To be fair to its ratepayers, it must show a reasonable return.

Mr. Jamieson: You can be in a house for one week and be up for 200,000 gallons of excess water. The board may not be that severe, but technically that could be the position.

Mr. ROSS HUTCHINSON: I think that is drawing the long bow. The honourable member mentioned joint drains and approved of them. He said that connection could be made to two houses. In fact, more than two houses can be used for this type of work. It could be of value; and it is a provision which can satisfy a situation where no connection can be made to the main sewer. I think he also mentioned clause 30, which has to do with the discontinuance of a main drain. This is something we can discuss in Committee.

The Act gives power for the promulgation of a main drain and the alteration of its course, but there is no power to discontinue. The honourable member does not object to the principle, but to the manner in which the drain is left. I think there is good sense in this, but I am afraid that at the present time I do not know what is done. However, I will have a look at it to see with whom the responsibility lies, and at some suitable stage I will let the honourable member know what happens in order to arrive at a sensible solution.

Question put and passed.

Bill read a second time.

In Committee

The Deputy Chairman of Committees (Mr. Crommelin) in the Chair; Mr. Ross Hutchinson (Minister for Water Supplies) in charge of the Bill.

Clauses 1 to 24 put and passed.

Clause 25: Section 66 repealed and re-enacted—

Mr. JAMIESON: During the second reading debate I drew attention to the difference between the penalty provided under this clause and the penalty provided under clause 28 which amends section 69 of the Act. This clause provides for a penalty of $80 while clause 28 provides for a penalty of $200. As the offences in both cases deal with interference to sewers, I am wondering why there is such a difference in the penalties.

I draw the attention of the Minister to this discrepancy so that in conjunction with his officers he may look at the position to see whether the penalties should not be brought into line. May be one penalty is an adjustment of a penalty in the parent Act, while the other is a new penalty, and the similarity of the offences has not been noted.

Mr. ROSS HUTCHINSON: I will have a look at the matter. I must say that I am not in a position to give a completely satisfactory answer at the present time. Which two penalties is the honourable member comparing?

Mr. Jamieson: I am comparing the penalty in clause 28 with the penalty provided in the re-enactment of section 66 of the Act.

Mr. ROSS HUTCHINSON: I do not know about the lesser or greater offence, but I will have a look at it with my officers and, if necessary, I will see about having an amendment drafted which could be made in another place.

Clause put and passed.

Clauses 26 to 29 put and passed.

Clause 30: Section 17C amended—

Mr. TOMS: I would like the Minister to give a little explanation in regard to this amendment in connection with repealing and re-enacting. What is going to happen to these metropolitan drains when they cease to be drains? Whose responsibility is it going to be for the filling in of the drains; and, once they are filled in, are they going to become the menace that some of the present laneways are today?

From reading the Bill, I would have hoped that this would be explained. However, it appears they are drains which cease to be drains, and that is all that happens. In my view, it would be better if the Minister could indicate whether it was proposed to split up the blocks or the drains and give them to the owners, rather than to allow them to become rubbish dumps, like lanes and rights-of-way at the present time.

Mr. JAMIESON: There is one other aspect I meant to touch upon. The drain, while ceasing to become a main drain, may become a subsidiary drain. I should hope that prior notice would be given to the local authority or the local drainage authority—whichever is concerned—that it would become its responsibility at the time of proclaiming it no longer to be a main drain but a subsidiary drain.

Mr. ROSS HUTCHINSON: Of course, the second point which has been raised is one which would certainly be taken care of between the local governing authority and the water board.

The point raised by the member for Bayswater is similar to that raised by the member for Beeloo. I did say I would undertake to have a look at the situation in order to see who was primarily responsible for this.

I imagine if this power, which is necessary and which was not in existence previously, is granted to cancel a main drain, then logical steps will be taken probably to ensure that the land is given to adjoin-

ing owners, sold to adjoining owners, or perhaps even ceded to them; or some other arrangement may be made with the local governing authority for a particular use of it.

As stated previously to the member for Beeloo, I will inquire in order to see what the water board has in mind if and when a main drain is cancelled as such.

Clause put and passed.

Clauses 31 to 63 put and passed.

Title put and passed.

Report

Bill reported, without amendment, and the report adopted.

PHYSIOTHERAPISTS ACT AMENDMENT BILL

Second Reading

Debate resumed from the 30th August.

MR. NORTON (Gascoyne) [9.37 p.m.]: The measure before the House is quite small, but it contains a very important amendment to the Physiotherapists Act. It allows for temporary licenses to be issued to physiotherapists in this State, whereas previously the Act was very rigid and only allowed physiotherapists who were fully qualified under State laws, and some others who had qualifications from English colleges or universities, to practise in Western Australia.

The Minister told us when introducing the measure that it is identical to the amendment to the Medical Act which was passed in 1961. If he looks through his Statutes, the Minister will find that amendment was passed in 1965. In comparing the proposed amendments with the Medical Act, I find they are in fact, practically identical in every respect except that the words "medical practitioner" appeared in the first instance in lieu of the word "physiotherapist."

The idea behind the amendment is purely to allow physiotherapists from other countries who come to this State to obtain a temporary license to practise their profession. It has very good safeguards and, indeed, these were included in the Medical Act. First of all, as set out in the Medical Act, the person must be of good character and good fame. Obviously this is essential. It goes on to say that he must be engaged in teaching or research or postgraduate work, and that he must also do this under the guidance of a physiotherapist centre or a medical committee, or some such organisation, which is qualified within the State.

This will allow people to come from overseas and gain knowledge which is available in Western Australia, because we are recognised as one of the most advanced States—perhaps one might even say countries—in physiotherapy, especially in respect of paraplegics. It does not matter how little or how much a person knows on any subject, he can always gain more knowledge from other people.

I consider that when this measure becomes law, we will have an Act which will allow an interchange of views and thus each country, or each party, will gain more knowledge. The situation which existed previously was that a physiotherapist could come to the State and, whilst he might be able to lecture on the subject, he was unable to practise or demonstrate his profession. The same restriction applied to the Medical Act. This amendment will definitely allow people to practise in this State under the control of a physiotherapists' centre, hospital, etc. This is a very good and worth-while measure and it improves a very good Act. I support the second reading.

MR. ROSS HUTCHINSON (Cottesloe—Minister for Works) [9.41 p.m.]: Very briefly, I would like to thank the honourable member for his support of the Bill and for the clarity of his description. It is possible that someone may have tried to criticise the measure by saying that the Government was attempting, through a piece of legislation, to assist people who are not qualified. This is not the position. In regard to these amendments, the advantages do not always lie with the people who come from overseas. As a matter of fact, a great deal of benefit can be gained through people coming here, and this benefit can only be gained by the two amendments to which the honourable member has made reference.

Question put and passed.

Bill read a second time.

In Committee, etc.

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

House adjourned at 9.45 p.m.

Legislative Council

Wednesday, the 20th September, 1967

The PRESIDENT (The Hon. L. C. Diver) took the Chair at 4.30 p.m., and read prayers.

QUESTIONS (2): ON NOTICE

MILK VENDORS

Names and Addresses

1. The Hon. J. DOLAN asked the Minister for Mines:

   Further to the answer received on the 12th September, 1967, to my question relating to the milk vendors who operate under the authority of the Milk Board of Western Australia, is the Minister able to