

of the case has not been touched upon by opponents of the report. They have simply endeavoured in a somewhat futile manner to repudiate the alleged illegality of the retirement of Mr. Gale. I hope the report will be adopted.

Question put and passed; the report adopted.

## BILL—INDUSTRIES ASSISTANCE ACT AMENDMENT.

### *Assembly's Message.*

Message received notifying that the amendment requested by the Council had been made.

### *In Committee, etcetera.*

Resumed from the previous day. Hon. W. Kingsmill in the Chair, the Colonial Secretary in charge of the Bill.

Title—agreed to.

Bill reported, and the report adopted.

Read a third time and passed.

## ADJOURNMENT—SPECIAL.

The COLONIAL SECRETARY (Hon. J. M. Drew, Central) [5.29]: I move—

*That the House at its rising adjourn until Tuesday, 16th November, at 3 o'clock, p.m.*

Question. passed.

*House adjourned at 5.30 p.m.*

## Legislative Assembly,

Wednesday, 3rd November, 1915.

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The SPEAKER took the Chair at 3 p.m., and read prayers.

## PAPER PRESENTED.

By the Minister for Mines: Water Supply, Sewerage, and Drainage Department report for year ended 30th June, 1915.

By the Minister for Works: 1, Gaols Department, report for the year 1914. 2, Regulations under Health Act. 3, Resolutions adopting model by-laws under Health Act by (a) Bridgetown, (b) Peak Hill, (c) Cottesloe Beach, (d) Gosnells.

## BILL—INDUSTRIES ASSISTANCE ACT AMENDMENT.

*Council's further requested amendment.*

Order of the Day read for the consideration of the Council's further requested amendment: "Add to the Title the following words, 'and the Land Act, 1898.'"

Mr. SPEAKER: This Message is a matter entirely in the Assembly's hands, but I desire to state my opinion from the Chair, because I do not want it to go forth as a precedent for future guidance that the Chair is inconsistent in its decisions. In my opinion, the amendment desired by the Legislative Council is not necessary. If it were necessary, the Bill would not be properly introduced and would be dead. The Bill provides for an Act to amend the Industries Assistance Act, 1915. The Bill which was introduced into this House, and which the Upper House deems it necessary to cover by an amendment of the Title, is completely in

order, and therefore, in my opinion, this amendment is not necessary. I state my opinion, because the acceptance of the amendment may be set up as a precedent by another place, and I desire always to be consistent in my rulings.

*In Committee.*

Mr. Holman in the Chair; the Minister for Works in charge of the Bill.

Add to the Title the following words: "and the Land Act, 1898":

The MINISTER FOR WORKS: The amendment requested by the Council is for the purpose of meeting an objection which has been raised by the Chairman of Committees in the Council. The Council, under its Standing Orders, has thought necessary to amend the Title of the Bill, and the Colonial Secretary, in view of the objection taken by the Chairman of Committees of the Upper House, accepted the amendment. The Bill is one of urgency, and for that reason I move—

*That the amendment be made.*

Mr. Taylor: What is the reason for the amendment?

The MINISTER FOR WORKS: I do not know.

Mr. TAYLOR: The matter has just come under my notice, but to me it seems strange that in this Bill we should be dealing with the Land Act of 1898. I hope the Minister will give more ample reason before the Committee accepts the amendment. I am not going to question whether the Upper House was in order in altering the Title of the Bill, but I think some reason should be given for the amendment. Since I have been in Parliament, I have not known a suggestion of this nature to come along with so little information to support it. If this is a matter of creating a precedent for the advantage of another place, I think it would be unwise for the Committee to allow that to be done without full knowledge of what we are about.

Mr. E. B. JOHNSTON: When in Committee previously I drew attention to this. I thought the clause providing that 6 per cent. interest should be charged on overdue land rents from the 1st April

last, instead of the statutory fines imposed by the Land Act, was an amendment to the Land Act. I asked for a ruling and you, Sir, ruled that it was not an amendment of the Land Act and that, therefore, the amendment was in order. In another place, I am glad to say, it has been discovered that this is an amendment of the Land Act, and the suggestion I put before you is now admitted by the Government to be the correct one.

The Minister for Works: I am not going to admit anything. I am of opinion that we should accept the Council's view.

Hon. M. F. TROY: I have no desire to take part in discussions on the floor of the House, particularly when they concern matters raised on a point of order in another place. It would be undignified and indiscreet on my part to bring my office into conflict with that either of the Press or of the Chairman of another place. But I wish to take this opportunity of explaining to those hon. members who may be confused on this matter that I pointed out from the Chair, that if this amendment was necessary to the Bill the Bill was not properly introduced, that if the Title was to be amended in consequence of provisions introduced with the Bill, the Title was not correct, and the Bill must be a dead letter. But in my opinion the Title was correct, and the Bill properly introduced. The Bill is an amendment of the Industries Assistance Act of 1915, the Title of which is as follows:—

An Act to enable seed wheat and other commodities to be supplied to settlers, and advances to be made or guaranteed by the Government for the assistance of persons engaged in farming, mining, and other industries, and for purposes incidental thereto and consequent thereon.

It is quite competent in a Bill to make an amendment to any Act. Take the Parliamentary Elections Bill. That provided for the election of members of Parliament, but also provided for an amendment of the Constitution Act. These are "purposes incidental thereto

and consequent thereon." Therefore the amendment of the Land Act in the Bill under consideration is in order. Again, in my opinion the amendment is not necessary, because the Bill was properly introduced; but if the amendment is necessary the Bill was not properly introduced, and is in consequence a dead letter. I am convinced, however, that the Bill was properly introduced and that the Title is all that is necessary. Since the Minister is prepared to accept the amendment, and as it does not injure the Bill in any way I merely wish to state my position clearly, because the question of relevancy has been raised several times lately, and I desire that anything done in this way shall not be taken as a precedent.

The CHAIRMAN: The amendment was introduced for the purpose of dealing with the Title of the Bill. It may be possible that those in the Council who looked into the matter looked only at the short Title and not at the full Title. Personally, I do not think it makes the slightest difference, because as Mr. Speaker has said, the Title of the existing Act is quite sufficient to embrace the amendment of any acts relative to any industry in respect to which the Bill will operate. I think a mistake has been made in another place by merely dealing with the short Title instead of with the full Title.

The Minister for Works: The Solicitor General says it is of no consequence whatever.

Question put and passed, the Council's amendment made.

Resolution reported, the report adopted and a Message accordingly returned to the Council.

#### MOTION—WYNDHAM FREEZING WORKS CONTRACT.

##### *Want of Confidence.*

Order of the Day for consideration of the report of the select committee on the Wyndham Freezing Works contract read.

Mr. GEORGE (Murray-Wellington) [3.23]: Members have had the report of

the select committee in their hands for some days and I hope they have found within its pages justification for the appointment of the select committee. In the framing of the report it will be observed that, practically, unanimity obtained among the members of the committee. On that I think the House is to be congratulated. I expect that some of the remarks I intend to make will not be entirely supported by all members of the committee. That is but natural, and those members who dissent from those views will have an opportunity of showing the House where their conclusions conflict with mine, and it will be for the House to judge as to who is correct. No one who peruses the evidence could fail to be struck with the fact that the main feature throughout these transactions has been hurry-scurry. Mr. Nevanas appeared on the scene and, following through the files, it will be found that Ministers, in their anxiety to carry out what they considered would be a good thing for the State, tried to push the negotiations through as quickly as possible. While I am not going to find fault with them over their desire to get the matter through without unnecessary delay, I intend to draw the attention of the House to the dealings that have taken place with the various officers of the department. Those officers are professional men whose lives have been devoted to one particular branch of study. It cannot be claimed that the practice of their profession has given them the commercial experience which is gathered in ordinary business, and I ask members to consider whether, in dealing with a purely business concern to be viewed from the standards that actuate and govern commercial life it is a fair thing to throw the responsibility upon professional men to advise upon matters which are largely outside the purview of their profession? Assuming that a legal practitioner was asked to give his opinion upon strictly medical matters. From the practice of his profession he might have gathered some fleeting knowledge

of the subject, he might even at some time have made a special study of some phase of it; but not sufficient to place him on the same plane as those who have made it a life long study. It would, therefore, be as manifestly unfair to expect a legal gentleman to take the responsibility of advising upon medical matters, as it is in my opinion unfair to place on the professional men of the department, the architects, the engineers, and the legal advisers, the responsibility of dealing with a purely business subject. At any rate, however that may be, I think it will be agreed that while the Government should have the advice and assistance of those gentlemen, so far as they can obtain it, the least that can be granted to those gentlemen who assist them in coming to a right conclusion is that they shall have plenty of time to digest and deal with the proposition placed before them. The evidence and the files show that those gentlemen were hurry-scurried from start to finish. Even after the proceedings had reached the stage where it became necessary to bring about the cancellation, and in dealing with the cancellation alone, the same hurry-scurry was carried through and grave mistakes were made in consequence.

**The Minister for Works:** Who carried through the hurry-scurry?

**Mr. GEORGE:** In regard to the very first conference of any moment, held in October, 1914, following on a report made by Mr. Nevanas to the Government, we find that one of those who were present states that those at the conference table were asked to discuss a matter in respect to which the conditions were not disclosed. If a conference of officers is to be of any advantage to anyone, Ministers, Parliament or the officers themselves, the whole of the cards should be laid on the table. We have this by the evidence on the file that the conditions were not disclosed and also that a professional man who was present stated in his opinion what was the biggest need was to have a financial adviser. He recognised that

on matters that came within the purview of professional concerns, the department were able to form some kind of judgment upon which would be of value to the Ministers they were advising, but this being a large concern with vast ramifications he struck the key-note when he said what was necessary was really a financial adviser. And if I may express an opinion at this time, I would like to say I am satisfied that had it been possible from the inception of this matter to obtain some well trained and well-to-be-relied-upon commercial man to have gone through the negotiations and put them on a business footing, with the final decision resting with the Government, we should not have had the unhappy state of affairs which we have to-day. The first conference, as I stated, was held in October and so far as the files are concerned, we do not find anything of particular importance coming forward until about February. At the end of January there had been certain telegrams passing between the Government and Mr. Nevanas which culminated in Mr. Nevanas coming over in February to obtain particulars from the Government for the purpose of producing plans and putting in a tender for the work. In March Mr. Nevanas came back with the plans and estimates. These estimates came into the possession of the Government between the 14th March and the 17th March and an investigation board was appointed by the Minister consisting of various officials from the different departments to go into the plans and estimates and give an opinion. The very amount of the estimate, which was £180,000, should have been sufficient to have ensured to these gentlemen full and sufficient time to go in to the question, but instead of that they were practically expected to report in 24 hours. It is true that these gentlemen split up the various items of the estimate and so endeavoured to form an opinion which they could pass on to the Government, but the striking part about this is that when these reports came to the Government every one of the professional men who was engaged in the

matter laid down particular stress that it was advisable that public tenders should be called. They were not in favour of an estimate like that put forward by Mr. Nevanas being taken without the check that public tenders would afford. Various negotiations must have passed through—an interchange of views is perhaps a better phrase to use—took place between Ministers and Mr. Nevanas in the few days following, and then Mr. Nevanas suddenly produces a tender and offers to do the work for £155,150, which is sent to these officers to consider. They get it late one evening and have to give a report the next day. Members can see from the file and the evidence and judge for themselves whether the responsible officers of the State were not called on—and they responded to it with the loyalty which belongs to the departments—to make a decision in a time which was totally inadequate for so weighty a matter. These officers recommended that the tender be accepted, and their reasons for it being accepted were because they considered that if Mr. Nevanas could carry this undertaking out and give what he stated he would for the sum, as the department could not do it for that amount, it might be advisable that the opportunity should be seized by the Government of what one witness called “the offerings of a live man.” The matter was brought before Cabinet on the 27th March. The Premier was away and the matter was not finally dealt with then. It was not until the Premier returned on the 9th April that the matter was dealt with and what is called the interim contract entered into. In connection with this matter the question of conveying to Wyndham the material necessary for this particular job was the one main factor, and whether Mr. Nevanas had or had not the obtaining of the “Prinz Sigismund” within his purview before the tender was accepted by the Government hardly affects the matter. It is beyond doubt that after the tender was accepted the question of the “Prinz Sigismund” came up and a wireless message was sent—and I have nothing

to grumble at with regard to that cablegram—to Mr. Nevanas that the “Prinz Sigismund” was not required for the work of the State and that he could have it under certain conditions and those conditions were accepted by Mr. Nevanas. Everything then seems to have gone on with a certain amount of expedition. Mr. Nevanas arrived on the other side, ordered his stuff, appointed his agents, looked after his shipping, appointed the State Shipping Company here to act as his agent and all his matters were completed for the “Prinz Sigismund” to take his material to Wyndham. Shortly afterwards the Government decided to send the “Western Australia” home. As to the advisability or not of that I do not intend to deal just now, but the Government proposed to send the “Western Australia” home and in order to enable them to do that they had to provide a ship to take up the running of the “Western Australia” on the North-West coast. As we have been told by the Minister for Lands they weighed the pros and cons whether they were justified in taking the ship back from Mr. Nevanas and what it was likely to cost them and what might happen. We had it stated by the Minister for Lands that he consulted with the State Steamship officers and obtained from them that in their judgment a sum of from £3,000 to £5,000 was likely to be the amount of damages the Government would be cast in. We examined Mr. Stevens, the manager of the State steamships, and he informed us that no such consultation was held with and that no such computation of damages was made by either he or his officers, and the matter as far as that was concerned only came under his notice by what he saw in the newspapers. That is a question on which members can form their own judgment. At this point we come to the fact that the “Prinz Sigismund” was taken away from the operations and control of Mr. Nevanas. I would like to state here that provided all other things were equal, and that Nevanas was financially capable of carrying on the

business, I am of the opinion—I do not know if it is shared in by other members of the Committee—that had the “Prinz Sigismund” not been taken over by the Government, the contract would now be on its fair way towards completion, at any rate on a fair way to being carried on. The Government knew that the taking over of the “Prinz Sigismund” must cause considerable trouble, if not the disruption entirely of the contract with Mr. Nevanas, and they did it as we were told with their eyes open, deliberately breaking the contract, having as their desire to get rid of the “Western Australia.” I ask the House to consider this. We were told that the reason that justified the letting of what has been termed “this unusual contract,” was that time was the essence of the contract, and that it was absolutely necessary that not one single day should be lost in getting things in trim so that the building could be completed or so far completed before the summer season set in so as to enable the workmen to go on working in the building in connection with the erection of the machinery which was required in running by March of the next year. Having those reasons put forward for the letting of this unusual contract and for not calling tenders from different parts of the State, what can be said about the business foresight and acumen which deliberately and knowingly strikes away at once the very matter that is necessary to enable the contractor to carry on his work. It should have occurred to the Government—if it did not it should have done—that when a man had been getting his plant and material together ready for shipment to carry on his contract under the conditions by which he was liable to a penalty of £100 per week if delay occurred, all of a sudden without a moment’s notice to take away from him the means of conveyance of his plant and material was striking a deadly blow at the completion of his contract. If time was the essence of the contract, warranting the unusual course of letting it, then that warrant is absolutely swept on one side when the Government practi-

cally tied the man’s hands and took away his means of carrying on his work.

The Minister for Works: I do not think that stopped him going on with his contract.

Mr. Willmott: You mean you intended to stop the works anyhow?

Mr. GEORGE: In matters of this sort we have to take into consideration the bona fides of the contractor. We have to take it that the bona fides of the contractor were established to the satisfaction of the Government or the Government had no warrant for letting the contract. If the Government were not satisfied about his ability, his standing, his bona fides and his power of carrying on this work then away again goes their right to let the contract in the way they did. That I think the Minister for Works will agree upon.

The Minister for Works: We were.

Mr. GEORGE: At any rate I have come to this point, that whatever may be the opinion on those affairs, the taking away of the “Prinz Sigismund” gave Mr. Nevanas, if necessary, the excuse, if he needed it, for dealing with the contract as it afterwards came about. It is not to be supposed that in the present scarcity of shipping which exists all round Australia, it would be possible for Mr. Nevanas at a moment’s notice, to revise his plans and attempt to get another ship, the impossibility of doing which was well known. If this were not so, why did the Government take the “Prinz Sigismund” to carry on the work in the North-West? Previously, when they had been considering the taking of the “Prinz Sigismund,” they decided, on the advice of their manager, that she was unsuitable for the North-West trade; and as she was unsuitable they handed her over to Mr. Nevanas in order that he might take his material to Wyndham on her. We cannot, therefore, say that the matter has been dealt with, either with that fair consideration—

The Minister for Works: I do not think the manager said she was unsuitable.

Mr. GEORGE: The file will show that this is so.

The Minister for Works: No, it does not.

Mr. GEORGE: The "Prinz Sigismund" had been stated by Mr. Stevens not to be a suitable boat to carry on the work in the North-West. On that advice, the boat was offered to Mr. Nevanas and taken by him. If there was not a paucity of shipping and if it was possible for Mr. Nevanas to have obtained another ship—

The Minister for Works: He could have done so.

Mr. GEORGE: Then it would have been possible for the Government not to have interfered with Mr. Nevanas in this particular way, but to have themselves obtained a more suitable boat for carrying on the North-West trade. They knew, however, they could not obtain another boat, at all events a suitable boat, and with the full knowledge of this they threw Mr. Nevanas upon his beam ends and left him to struggle along as best he could with the contract. Whether Mr. Nevanas was financially strong or not to carry out the contract does not come into the question. The question of Mr. Nevanas' finances came in long after the "Prinz Sigismund" had been taken over. It is useless, therefore, for the Minister to try to make out that the taking of the "Prinz Sigismund" was practically of little importance.

The Minister for Works: Are you aware that he could have had a charter from the Adelaide Shipping Co. to take his stuff to Wyndham?

Mr. GEORGE: Will the hon. gentleman tell us all about that later? Let me state the position so far as it has now advanced. We may assume this, and fairly so, that the Government were satisfied as to the bona fides of Mr. Nevanas up to that point. Mr. Nevanas would be able to satisfy any court that he had a contract, and to satisfy it that the ship had been handed over to him. In fact, the Solicitor General advises that there was a deliberate breach of contract, and his opinion is found on

the file. We have a contract let to Messrs. Nevanas & Co. with a drastic penalty of £100 per week if there is any delay. What would have been the position in case the Government had been sued, as they could have been sued by Mr. Nevanas, for breach of contract upon this particular ship? I do not profess to be a lawyer myself. It is not necessary to be one to understand this position. We have only to look at it from the point of view of an ordinary business man. Let us assume that we are jurymen, and that the case is brought before us as a jury, that the man had been deliberately offered a vessel and that the vessel was vital to the carrying out of that contract under which, if he did not carry it out, he would have to suffer a penalty of £100 a week, and that by reason of the Government taking this boat away and putting this disability upon him he was unable to carry out that contract and suffered loss accordingly. Will hon. gentlemen here consider what damages might reasonably have been expected to be granted in a matter of that sort? To go back to the question of the officers, the evidence will show that, with regard to one of the most vital, in fact the most vital, matter in connection with these works, that is the machinery plant, the officer to whom the matter was referred—and in fact so far as I have been able to gather, the only officer in the Government service to whom it could reasonably have been referred to for advice—was Mr. Cairns of the Refrigerating Works. Yet we find from him that the estimate for the machinery alone, which was requested for the work, might run up to £60,000. Mr. Cairns states very fairly, I think, in his note, that engineers differ as to what their requirements of various classes of machinery are. Some engineers, he points out, might put the figure down at £40,000, and others, I think I am right in saying, might put it down at £20,000. The very fact that there is such divergence amongst these engineers, and we all know that with every practical man there may be this sort of thing, shows that this should have been

looked upon as one of the most vital points, namely, that before Mr. Nevanas had ordered the material which he did, the engineer who would be held responsible for the advice should have had an opportunity of knowing what that machinery was to be. It appears, however, that Mr. Cairns did not know, he does not know to-day, I believe. I am speaking of course, from the evidence which was taken before the select committee. Mr. Cairns says he endeavoured to insist upon Mr. Nevanas letting him have the details of the machinery which was going up there. He pointed out that to speak of a 120 ton refrigerator did not convey to him, or indeed to any engineer, the necessary details to enable him to form a judgment as to whether the refrigerator would be suitable or unsuitable.

Mr. O'Loughlen: Is Mr. Nevanas an engineer?

Mr. GEORGE: No, he is not. I will try to give members all the information I can.

The Minister for Works: So long as you do not give more than you have got it will be all right.

Mr. GEORGE: I am hardly likely to do that. The Government will see to that. In regard to this machinery, Mr. Cairns tells us that when he applied to Mr. Nevanas he was met by the answer "We have ordered all that." They had ordered all this without referring to the engineers or to the professional officers, in order to give them an opportunity, which they ought to have had in the interests of the State, of saying whether they agreed that the machinery was right or wrong. I dealt last evening with the question of the supply of stock. I hardly think it is necessary to say anything in connection with that matter just now. When the time arrived at which the cancellation business came upon the board, matters seemed to be fairly hurried; in fact, I have no doubt, from what is shown on the files, that Mr. Nevanas did everything but sleep in the departmental offices of one branch of the service or another, and I

should imagine that the time of the Ministers and officers was well occupied, and that they were worried by this gentleman's efforts to get through. With regard to the investigations that were made, or supposed to be made, in dealing with the cancellation of the contract, I think there have been some very grave errors indeed. The plans were arranged for between the Premier and Mr. Nevanas, by telegrams, and the understanding distinctly was that, for the production of plans and specifications and for the obtaining of tenders, a commission of 3 per cent. was to be paid, while for plans and specifications alone a commission of 2 per cent. only was to be paid. Further, in the agreement with the Premier for the production of these plans, the Premier fixed the sum of £106,000, and I have been unable to find that any agreement for payment beyond that sum has ever been fixed by the Government or by their officers. I am of opinion that the payment of 3 per cent. on £155,150 cannot be justified in any shape or form. In the first place, Mr. Nevanas was paid 3 per cent. for the production of plans and specifications, and for the calling of tenders. Can it be said by any stretch of the imagination, or by any play on words, that the calling of a tender from Nevanas for an amount put in on a tender of his own is actually the calling of a tender? If the calling of a tender is to justify this 3 per cent., then Mr. Nevanas should have put in the tender obtained from Mr. Dunkerley of £137,000; and then, had the Government accepted Mr. Dunkerley's tender, there might have been justification for the payment of the 3 per cent. But Mr. Nevanas never introduced Mr. Dunkerley's tender to the Government, or to Government officers. He produced a tender of his own of £155,000, whilst he had Mr. Dunkerley's tender for £137,000 in his pocket all the time. Therefore, he was not entitled to more than 2 per cent. on his plans and specifications. It may be said, and probably it will be said by the Government, that he was entitled to be paid a percentage, whether 2 per cent.



or 3 per cent., upon the water supply. Yet we have incontrovertible evidence that these plans are not even complete now, and never have been complete. Hon. members may be interested in the water works plans for which this State has paid nearly £1,500. There are two typewritten sheets with brown paper covers. They are unsigned. One of them purports to instruct some of the best professional men to be found in any part of Australia how to mix concrete. The only semblance of a plan professed to be produced is this plan for a small pump house, and here is a plan showing another view of the small pump house. How large it is hon. members can see. Here is another plan palpably designed to show our professional gentlemen of the Public Works Department how to make a joint between a cast iron pipe and a wrought iron pipe. Here is another plan which shows how the piers are to be constructed to carry pipes over the marshy ground at Wyndham. This is a pencil sketch. There may be some tradesmen in the Chamber who will be interested in what I am going to tell them. Here is a plan for which we paid 1,500 sovereigns. In order to hold pipes down so that they might not run away, the pipes are here shown to be held in position by a strap of inch by a quarter flat iron. These straps in their turn are held in position by four coach bolts. The bolts are  $\frac{5}{8}$  of an inch in diameter. If one punched a hole in the flat iron to pass a  $\frac{5}{8}$  inch bolt through, how much iron would be left that would be of any value to carry the strain of the position? Here is a blue print of Robinson Bros., of South Melbourne, showing a diagram of a centrifugal pump. Anyone could obtain that plan by writing for a quotation.

The Minister for Works: That is a common occurrence with all architects.

Mr. GEORGE: We have heard a great deal about reinforced concrete tanks. Here are two other plans obtained from the British Reinforced Concrete Engineering Co., Ltd., Chancery Lane, Mel-

bourne. Their name has been partially taken out in a way which is familiar to all architects, and these are produced as the plans. There is another item I had forgotten to mention. Here is a tracing which is called a locality plan. Hon. members may judge its value when they know that the data from which it was obtained cost the Government about £300. That is a tracing to show the alternative route for the pipes. These plans cost altogether, as nearly as can be judged, £1,500.

The Minister for Works: In conjunction with other plans?

Mr. GEORGE: But not in conjunction with other plans for the water supply. These are all the plans the Public Works Department could produce to the select committee and I only got them after great difficulty. If we take the plans for the buildings, let hon. members turn to Mr. Beasley's evidence and they will find that he stated there in unmistakable language that the plans were not complete even at the time he gave evidence, and that they never were complete. The most favourable aspect he puts on it is that they were plans upon which he believes Nevanas & Co. could have obtained their payment if the matter had been brought before an arbitration court, but, when the question was put to Mr. Beasley, assuming he was asking for plans upon which he would expect to pay 3 per cent., whether he would consider the plans such as those which had been submitted were plans upon which that percentage could reasonably be paid, his answer was an emphatic "No." Here we have the plans for the freezing works which are not complete, reputed plans for water supply for which there is no agreement, so far as I can gather, which would authorise the payment to be made. We have plans, the value of which hon. members can judge for themselves, and we learned from the files and we were told by the Minister from the floor of the House that we had no officers in the Works Department here capable of producing plans like those. If there is a scintilla of truth in that statement

we should discharge every professional man in the service.

The Minister for Works: He never said that.

Mr. GEORGE: If the hon. member refers to *Hansard* he will find that that is so. That is the position and the Minister, I am satisfied, if he chooses to speak out in connection with the matter, will admit that the payment of that money for those so-called water supply plans, as plans, was not warranted, and the House will be satisfied, from the arguments which I have put forward, that Nevanas ought to have been paid 2 per cent., which he was entitled to on the works plans and not 3 per cent. which he was paid.

The Minister for Works: That is your opinion.

Mr. GEORGE: Mr. Beasley stated in his evidence that the plans were not complete.

The Minister for Works: They were complete as general working plans.

Mr. GEORGE: At any rate the House can form its own judgment upon the plans, as it will upon all matters, and I am sure the House will agree that the 3 per cent. paid to Nevanas & Co. was 1 per cent. too much, because the work covered by the agreement with the Premier was that Nevanas & Co. should obtain the tenders under which the State would obtain the whole advantage. It cannot be claimed that the State was getting a fair deal. If Nevanas wished to claim 3 per cent., Dunkerley's tender should have been the tender upon which the Government should have acted and upon which the commission should have been paid. There is, of course, a considerable amount of evidence with regard to what is known as the management agreement, and the report of the committee in connection with that states—

None of the Ministers appear to have known of the whereabouts of it, but as all witnesses examined on this point, including Mr. Nicholson (*vide* Questions 2032-4) are of the opinion that this agreement has never been completed, the committee do not think it

necessary to further pursue the matter, but attention is directed to the evidence of Mr. Sayer.

What is stated there in regard to the management agreement is, I believe, correct. The agreement for the management has not been arrived at yet. In other words, as we stated, it has not been consummated, but an agreement does exist whereby Nevanas & Co. are to have the management and are to be the agents for these works. That is indisputable. In the file which I have before me, 254/14, on folio 68, there appears the following—

Translation of telegram forwarded to S. Nevanas, South Australian Hotel, Adelaide, 19th June, 1914. "Forwarding by next mail draft agreement for report and if report is adopted and works undertaken, a sum of £1,500, and £500 for expenses, covering cost of inspection and advice and supervision over erection of works.

I will have something to say about supervision directly.

(2.) If report only is made, sum of £1,000 to cover report and expenses; if report adopted and works erected, Government to agree to proposal for Nevanas & Co. to act as agents and managers on conditions to be provided by subsequent agreement."

That is signed by Mr. Scaddan. There is a plain statement on the part of one of the parties to an agreement. Here is the other—

Sent from Adelaide, received Perth 20th June, "Scaddan, Premier, Perth. Many thanks telegram, agree terms, post schedule of steamers."

The Attorney General will, of course, be able to say on this matter—but I think I am right as I am fortified by the advice of those who have a better knowledge of legal matters than I have—that here we have a contract, an absolute agreement on the part of the Premier, that if the report is adopted, and if the works are erected, the Government will agree to the proposal that Nevanas & Co. shall act as managers. On the other hand, we have a telegram from Mr. Nevanas that he

agrees. Reference to the evidence given by Mr. Dunkerley will show that when Mr. Nevanas was leaving the State after having completed his business so far as that stage is concerned, Mr. Hebblethwaite stated to Mr. Dunkerley (this was Mr. Dunkerley's evidence) that though they had lost the job he did not mind, because he had got what he wanted and that was the management of the works after they were erected. Mr. Angwin will remember that in his evidence he stated that Mr. Nevanas told him he had the management of the works and that Mr. Angwin denied to him that that was so.

The Minister for Works: I did not deny that Nevanas told me.

Mr. GEORGE: That is what I am trying to convey. I have the greatest respect for the straightforward manner in which Mr. Angwin gave his evidence and I shall try not to misquote him. Mr. Angwin said that was not so. Mr. Nevanas drew Mr. Angwin's attention to the fact that the matter was arranged at a Cabinet meeting. Mr. Angwin again said that that was not so. Then Mr. Nevanas replied that it must have been at a Cabinet meeting which Mr. Angwin did not attend. Here we have on the file the basis of an agreement with the Premier and an acceptance from Mr. Nevanas, who stated all through that he had the management of these works. Mr. Nevanas's secretary's departing words from Western Australia were that they had the management of the works.

The Premier: Who said that?

Mr. GEORGE: Mr. Dunkerley said that Mr. Hebblethwaite used those words when he was going away. The select committee were quite right in saying that so far as they could find out, no agreement had been consummated, but the only thing necessary to consummate the agreement is for the Government and Mr. Nevanas to agree mutually upon terms. Those telegrams are an agreement that Mr. Nevanas shall have the management if terms can be agreed upon. It is true, as the file discloses, that some negotiations were entered into with Nev-

anas & Co. after that, with the idea of arriving at a basis, and it is true that the Premier has endorsed one of those papers that the terms were not agreed to. But that does not cancel the agreement. In Mr. Scaddan's opinion the matter could not be proceeded with because the terms were too high. Now we come to the 9th April and we find that after the acceptance of Nevanas's tender Mr. Johnson, the Minister for Lands, wrote to Mr. Nevanas and stated in effect that, having arrived at the decision to erect the works, and to accept Nevanas's tender, it was now considered that it was the proper time to deal with the question of the management agreement and that any negotiations which might be made could be embodied in the agreement as time went on, showing that the continuing of the contract entered into in June of last year had been again endorsed by the Government and that it exists to-day. I do not think it can be argued that the indenture of cancellation of the Wyndham works covers this, but it may be so. That is for a lawyer to say. In connection with this matter it is unfortunate that there is a conflict of opinion between the various witnesses. We have on the one hand the Minister for Lands making statements and we have, on the other hand, Mr. Davies, formerly of the Implement Works, Mr. Beasley, Mr. Sayer and Mr. Stevens, making other statements, and it becomes a painful matter for anyone in public life to find so much direct conflict of opinion.

Mr. A. A. Wilson: They could not have discussed it beforehand.

Mr. GEORGE: It is painful to even suppose that varying witnesses like Mr. Sayer, Mr. Stevens, Mr. Beasley and Mr. Davies could have met together for the purpose of concocting some story to contradict the statement of the Minister for Lands.

Mr. A. A. Wilson: It shows how honest they were.

Mr. GEORGE: Here are four gentlemen as wide as the poles apart so far as their business and professions were con-

cerned, and yet upon essential points they are in agreement and upon those essential points the Minister for Lands is in disagreement. It is very painful to face a situation like that, but there it is. In addition there is the action of Mr. Nevanas who has been represented as a shrewd, capable business man. I have not the slightest doubt of that from what I have seen of his transactions. I do not know him, but I should say he is a very shrewd man. We have Mr. Nevanas here on the 20th March, placing an order with the State Implement Works for £11,000 or £12,000 worth of pipes, the negotiations for which were conducted by Mr. Davies— if we are to accept his evidence—under instructions from the hon. Mr. Johnson. The hon. Mr. Angwin stated that he looked upon it as very strange that his officers should have taken a contract on the 20th March and not informed him of it. So it appeared to me to be strange until I found out afterwards that Mr. Angwin left at 12 noon on the Saturday for the Eastern States and the interview between Mr. Davies and Mr. Nevanas took place between 7 o'clock and 8 o'clock on the Saturday evening, so it was impossible for Mr. Davies to have informed Mr. Angwin of that. But we have the statement made by the Minister for Lands that he gave no such instructions, that he knew nothing about this contract for pipes. Yet on the following Monday morning, the 22nd March, Mr. Davies is rung up, he says by Mr. Johnson, but Mr. Johnson says it was by Mr. Munt, so that confirms the ringing up—by whom it was done does not matter—and told not to go on with the pipes, but to see him later. Mr. Davies did see him on the same day—the 22nd March—about the pipes, and, after some conversation, Mr. Davies left with the instructions that he could go on with the pipes. The Minister for Lands denies that he knew about the pipes, and yet we find that in connection with the purchase of pig iron for the manufacture of these pipes, Mr. Davies reported to Mr. Munt regarding 1,000 tons which he wished to have brought from Sydney, and Mr.

Munt communicated with Mr. Johnson, in consequence of which Mr. Davies had to send a report in. But Mr. Munt told Mr. Johnson that Mr. Davies had ordered this pig iron for the making of pipes, and Mr. Munt was instructed to tell Mr. Davies to come up and see the Minister. We are asked to credit that Mr. Davies came up and saw the Minister about the pig iron which was wanted for the pipes and that when he left Mr. Johnson knew nothing about the pipes at all, and that the conversation was all about pig iron. I ask hon. members whether they can think such a statement is correct. Is it possible that the shrewd man we know Mr. Johnson to be should have one of the officials of the State Implement Works, for which he was acting Minister, up to discuss the purchase of 1,000 tons of pig iron without knowing what it was for? We can come to only one conclusion, that on this particular point Mr. Davies is upheld by the documents and Mr. Johnson's memory has been treacherous.

Hon. Frank Wilson: That is mild.

*[The Deputy Speaker took the Chair.]*

Mr. GEORGE: Then, again, we find that Mr. Nevanas set to work to purchase some £6,000 to £8,000 worth of reinforcement for concrete work for the Wyndham buildings, not for the water supply, not for the jetty, but for the buildings, and we have this very indisputable evidence, namely, the contract with Elder, Shenton, which appears on the Stolzenberg file, bearing the date of the 24th or 26th March. We have the pipes, the reinforcement from Elder, Shenton, 1,500 casks of cement purchased on the 22nd March from Wills and Co., which was unmistakably not for the jetty, but for the buildings. We have something like £18,000 worth of material purchased between the 20th March and the 24th or 25th March, and then when the cancellation negotiations came about, we have Mr. Nevanas producing copies of two letters which he states he delivered personally to Mr. Johnson. One of those letters is dated 26th March, in which he thanks Mr. Johnson for having accepted

his tender and states that he is proceeding to order the material out. The other one is dated 27th March, expressing Mr. Nevanas's concern that the ratification by Cabinet of the acceptance by Mr. Johnson of Mr. Nevanas's tender has to wait over until Mr. Scaddan returns. We are asked to accept the statement that Mr. Nevanas, admitted to be a shrewd man of business, his bona fides inquired into by the Government and accepted by them, would be such an arrant ass—I cannot call him anything else—as to accept a liability for close on £20,000 worth of material nearly three weeks before the contract was accepted by Cabinet—on the 9th April.

The Minister for Works: Why does not he produce the letter accepting his tender?

Mr. GEORGE: No one knows better than the Minister for Works that Mr. Nevanas is in New Zealand. Had it been possible to hold over this inquiry until we could have got him to attend, the committee would have been very well pleased.

The Minister for Works: He told me he could not produce the letter to me.

Mr. GEORGE: I cannot do more than give a fair resumé of the file and give my opinions as clearly as possible. We have it on the evidence of Mr. Nicholson, the attorney for Mr. Nevanas, that the letter of the 26th March, he had every reason to believe—and it was afterwards confirmed by wire from Mr. Nevanas—was personally delivered by him, and with regard to the letter of the 27th March, he stated definitely that he saw it and he knew Mr. Nevanas left to deliver it to Mr. Johnson. This again is confirmed in the two cablegrams from Mr. Nevanas. Yet it remains for the cancellation negotiations to come about for these letters to be brought under the notice of the Minister for Works. If these letters were received, then one conclusion only can be arrived at, and hon. members can draw that conclusion for themselves. If these letters were not received, it bears out what I stated in this House before, that Mr. Nevanas had been guilty of fraud. Now we have this from Mr. Nicholson, the mayor of Perth,

a man of high standing, who vouches for the authenticity of these letters, who vouches for the high repute and standing of Mr. Nevanas, and the question so far as these letters are concerned, therefore, lies between the Minister for Lands and Mr. Nevanas. Yet the action taken by Mr. Nevanas, the evidence to which I have drawn attention, carries with it a certain amount of corroboration of the statement made by that gentleman. It might be said that the 1,500 casks of cement purchased from Geo. Wills and Co. was intended for the jetty, I think that was practically mentioned in the speech of the Minister for Lands. To show how baseless is that contention, we have only to go through the correspondence which has passed between the Public Works Department and Mr. Nevanas, and we find it laid down as an essential condition that no cement work shall be done unless they have fresh water, and we have it in evidence that until the water scheme from the King River is completed fresh water will not be available. We have it, further, that Rodgers, with six men, was sent up by the State to Wyndham for a month, at an expenditure by the State of £4,200 for material, plant and other things, and he was sent up in anticipation of plans for the building of the jetty, but he was to do no work—in fact he could not do any work—in connection with the jetty, except such as preparation in opening up the quarry and other matters. Now the 1,500 casks of cement was bought from Geo. Wills and Co. on the 22nd March and some six or seven weeks afterwards, I think it was in May, the matter came under the notice of the Public Works Department because Wills and Co. wanted payment for the cement, and the Works Department were instructed by Mr. Johnson to pay for the 1,500 casks of cement. There was about 200 casks of cement sent to Wyndham by Mr. Rodgers. A man by the name of Middleton was sent up to watch the department's interests. He wired down that it was necessary the cement should be protected from white ants, and he required galvanised iron to be sent up for that purpose. The depart-

ment reckoned it would cost about £120 to provide this protection.

The Minister for Works: One hundred and nine pounds.

Mr. GEORGE: Do not make me a liar for £11. The shed was to cost in the neighbourhood of £120. They wired Mr. Nevanas about it. If the cement was for the jetty and was departmental cement, they did not need to wire Mr. Nevanas at all, but they did wire him and Mr. Nevanas told them to mind their own business.

The Minister for Works: Of course you are aware that they did so subject to an arrangement with Nevanas.

Mr. GEORGE: Mr. Nevanas wired them back that the shed was not needed and to cancel their arrangements as he was going to place a store ship there. The department took no further action. If that cement had been for the jetty, is this House to believe the department would have rested there? What the department did was to say "This is Mr. Nevanas's cement; if he does not want to protect it, it is his own funeral. Let him look after his own concerns." It will be found in the evidence in connection with the 1,500 casks of cement at Fremantle on which £200 worth of storage was incurred—this is only a book-keeping entry, but it is none the less true—the question was put to one witness—"Supposing this cement had got damaged, who would have been responsible for it, the Government to Mr. Nevanas, or Nevanas to himself?" and the answer given was—"It was Nevanas's funeral." So that it is idle to contend either that the first shipment or the 1,500 casks of cement was sent up for the jetty. The cement was purchased and sent up for the erection of the building.

The Minister for Works: You are wrong there.

Mr. GEORGE: I do not think so. Here I would like to read an extract from the file with regard to the jetty and plans. The arrangement made with Mr. Nevanas was—

That no work in regard to the actual construction of the jetty shall be un-

dertaken until such time as full working drawings and full specifications of the work have been submitted by you and have been approved of by the Government.

In that case where was the necessity to purchase for the jetty work either one or other of the items of cement? These working drawings and specifications for the jetty were to be submitted within one month from date. They were not submitted within one month from date, and some six or seven weeks after the cement had been bought the Government paid for it on account of Nevanas. If the cement was on account of the jetty, for which Nevanas had no contract, the Government would have paid for it on their own account. Paying for it on account of Nevanas, they paid for it on account of the contract he had for the building, and nothing else.

The Minister for Works: That is only your conclusion.

Mr. GEORGE: The Minister can make his reply with regard to that.

The Minister for Works: Was not that arrangement extended?

Mr. GEORGE: The Minister asks whether the arrangement was not extended. I did not intend to take the House through every paper on the file, because I did not think it necessary for the purpose I have in view. But since the Minister mentions that matter, I will deal with it as fairly as I can from memory. Mr. Nevanas was in Melbourne. The Public Works Department with their Minister here found it necessary to take some action, and they communicated with Mr. Nevanas—I think through the Premier, though I am not quite sure. The Premier at that time was in Melbourne. The Public Works Department sent from here to Melbourne a draft of a letter which they wanted Mr. Nevanas to sign, and which Mr. Nevanas eventually did sign. That extends that particular period, but it does not extend the cement business because, as I have shown, it was impossible to use the cement unless there was fresh water available. Moreover, the construction of the jetty was not at first

so essential as the construction of the building and was not stressed in the same way. The first factor that had to be secured was the water supply. In my opinion, the cement was undoubtedly ordered in the way I have stated. So far as the plans are concerned, we know from Mr. Sayer's evidence that he could not complete the full contract for two reasons. The first was that, before he could make out the contract, he required that plans and specifications should be approved. Those plans and specifications were not complete at the time of cancellation, according to the evidence we have. The second reason was that a certain amount of confusion existed in regard to the security which Nevanas was going to give for the carrying out of the contract. At first it was suggested, and rightly suggested, that the ordinary terms of contract, which prescribe a cash deposit as well as a bond, should be insisted upon; but for reasons which appeared to the Government—in their desire, I presume, to get the work through—they did not insist on the cash deposit but decided to take a bond instead. The Minister for Lands told the select committee in his evidence that what he meant by a bond was the bond of Nevanas & Co. approved and guaranteed by a banker. Who has ever heard of such a thing as that being done before? When a banker comes in, he does not endorse a bond in that way for contractors. A bank would give to a contractor as his guarantee a marked cheque, which cheque is there to be cashed at any time by the Government, to whom it is made payable. The marked cheque is held as security, so that if occasion arises it can be availed of. The idea of the production of a bond to be approved and guaranteed by a bank is, I think, one that could only have emanated from the fertile brain of the hon. gentleman who had the matter in hand. I have dealt, I think, with the principal items of the report. There is one other matter to which I wish to draw attention in regard to the payment to Nevanas on the water supply plans. In connection with the jetty and the water supply, various sur-

veys and estimates and drawings had been made by the officers of the Government, at a cost amounting to £522. Of this amount the water supply itself could fairly be charged with £150 16s. 9d. It is true Nevanas gave an estimate—even- tually he submitted a tender—for the water supply, but we know from evidence which has been given that he never made a survey of the work in any shape or form, that he took the survey of the department and from that made up what one of the Government engineers termed a pot shot of an estimate. When Mr. Nevanas sent Mr. Rogers up to Wyndham, the latter decided that this estimate ought to be 50 per cent. higher. I contend that in the settlement with Mr. Nevanas the cost of surveys and preparation of plans in connection with the water supply should fairly have been charged against him. I contend firstly that he should never have been paid in respect of the water supply plans at all. If it be contended that he should have been paid in respect of the water supply plans, then I contend he certainly should have been charged with that amount of £150 16s. 9d. Again, I wish to point out that the fee for a report on the works was fixed at £1,000 to cover all expenses; and yet we find that steamer fares from Wyndham to Fremantle for Nevanas & Co., in connection with that visit, amounting to £45, were paid by the Government of the State.

Mr. E. B. Johnston: Mr. Nevanas had a chronic objection to paying.

The Premier: We all have that.

Mr. GEORGE: At any rate, there was a distinct understanding—I will do the Premier the credit of saying that his telegram on the point is absolutely clear—that £1,000 was to cover the work and expenses. However, Mr. Nevanas is paid his £1,000, and is paid in addition £45 for his expenses. We have not been able to discover whether he has been paid any other sums or not. I am not making any insinuations, but simply stating an absolute fact. We have not been able to

discover whether or not Nevanas was paid any more.

The Premier: Paid for what purpose?

Mr. GEORGE: For expenses.

The Minister for Works: What reason is there for making that statement?

Mr. GEORGE: The statement is made without any bias, as a statement of fact. We have had so much difficulty in obtaining papers that I for my part am not by any means satisfied, and I think the other members of the Committee are with me in this—of course, they can speak for themselves—that we have yet received the whole of the papers in connection with the matter. Let me tell the House that at the commencement of the committee's proceedings we sent out a letter through Mr. Grant to the heads of the various departments asking for all papers they had in connection with the matter; and yet day after day, as the inquiry proceeded, we had to keep on asking for more and more papers. This resulted in our eventually getting 58 files.

The Premier: You did not do badly. You got a paper which I could not get, which I was told had been lost years ago.

Mr. GEORGE: Again there was the question of the management agreement. On this point I make a strong complaint. After we found that papers came dribbling in little by little, I sent a letter signed by myself personally to each of the Ministers drawing attention to the fact that the committee were at work and required all the papers, and asking for any other papers to be sent. The committee received various replies, which can be seen on the file. After that, surely we were entitled to believe that we had all the papers. However, the management agreement which is referred to came under the purview of the committee in this way: Mr. Sayer, in June, was asked to give his opinion, and did give his opinion, with regard to the drawing up of the contract with Nevanas, and as to whether Nevanas & Co., under their articles of association, could or could not enter into such a contract. Mr. Sayer put on the file this side-note—

This is assuming that no management agreement has been completed.

Mr. Sayer in evidence told us that if the management agreement had been completed—he did not know of it—that would alter the view he held as to Nevanas & Co.'s being able to enter into the contract.

The Minister for Works: Would it be an agreement before it was completed?

Mr. GEORGE: I will say "the draft agreement," if the Minister likes.

The Minister for Works: That is better.

Mr. GEORGE: The hon. gentleman is catching at straws. I claim that I am dealing with that agreement under the designation which is given to it by the Solicitor General. Mr. Sayer refers to it as the management agreement. Is it worth while for the sake of scoring a small point to interrupt one in one's argument?

The Minister for Works: Yes. There is a difference between an agreement and a draft agreement.

Mr. GEORGE: If I am sinning in that respect, I am sinning in company with the Solicitor General, and am not ashamed. If this agreement had been completed, Mr. Sayer says, Nevanas & Co. could have carried on the works, but unless it was completed there was a doubt on the point. Now, when did we get that agreement? We asked for it and applied for it. Ministers stated, as the evidence shows, that they did not know where the agreement was, that they knew it was not completed, but that they did not know anything else about it. On a Thursday the committee met and discussed their report and completed it. All that remained to be done was that a fair copy should be made of the report so that it could be finally read over at the next meeting and then signed by the Chairman. On the following Friday I believe all the members were out of town. At all events, I was. On my return, on the next Tuesday, a meeting was held; and at that meeting a letter was handed to us



from the Premier's office, signed by Mr. Shapcott stating that while the Premier and he were in the East they received a telegram stating that the select committee desired to have the Nevanas management agreement. Mr. Shapcott stated that when he returned to this State both he and the Premier were of the opinion that we had this agreement.

The Premier: You had the file.

Mr. GEORGE: We had never had the agreement, and we did not have the file. The Premier's interjection confirms me on the point that the committee did not receive from Ministers and heads of departments the assistance they had a right to expect in connection with this matter.

The Minister for Works: You have had everything that it is possible to give.

Mr. GEORGE: We were entitled to have every paper in connection with the matter; and, so far as the files are concerned, let me refer the Premier to the evidence of Mr. Shapcott himself, who stated that we had all the papers. That was before Mr. Shapcott went East. Mr. Shapcott in his evidence also told us that the Premier's department did not keep files. Yet we find that department do keep files.

The Premier: There are only justices of the peace files in our department. There is no record office.

Mr. GEORGE: Mr. Shapcott, in his evidence given before going East, stated distinctly that we had all the papers. Yet although we applied for the management agreement, it is not until our report is drawn up containing a drastic clause that we cannot obtain the management agreement, that that document turns up.

The Premier: What do you mean by that? I did not see your draft report.

Mr. GEORGE: The Premier admits, and Mr. Shapcott admits, that they thought we had the file containing this matter. We never have had that file yet.

The Premier: That is an unfair statement. I assumed it would be on a file

wherever it was drawn. There are no files kept in my department, but it happened that we had that one, and I discovered it on my return.

Mr. GEORGE: I am of opinion that the committee did not have the assistance they had a right to expect from the Ministers and heads of departments. This House agreed to the appointment of the committee. The committee was appointed with power to call for files and persons, and had the right to expect every assistance. The House itself can judge whether we had it. I do not wish to continue the matter any further. I have stated my views pretty fully, and I hope fairly, and I will conclude with the following motion—

*That this House views with grave concern the action of the Government in entering into a private arrangement with Messrs. Nevanas & Co. for the erection of freezing works at Wyndham, and a private arrangement to hand over to Nevanas & Co. the management thereof for a term of years; and is of opinion that the evidence discloses through the negotiations, contract and subsequent cancellation, a state of affairs which is subversive of the principles of sound government.*

The PREMIER (Hon. J. Scaddan—Brown Hill-Ivanhoe) [4.47]: The leader of the Opposition was courteous enough to advise me during the day that this motion was to be submitted by the member for Murray-Wellington, and to give me the wording of the motion. In his letter he states—

As the motion has my approval and support, I desire to give you this information in order that you may take such steps as you think necessary.

The step I purpose taking is to treat the motion as one of want of confidence in the Government, and I propose to move that the House at its rising adjourn till Wednesday next. For the moment. I move—

*That the debate be adjourned.*

Question passed.

## ADJOURNMENT, SPECIAL.

The PREMIER: I now move—

*That the House at its rising adjourn till Wednesday, 10th November.*

Question passed.

## FILES AND PAPERS, WYNDHAM FREEZING WORKS.

The MINISTER FOR WORKS (Hon. W. C. Angwin—North-East Fremantle) [4.48]: A lot of papers in connection with the Wyndham freezing works were placed on the Table of the House. In addition a large number of papers that came to hand since the contract was cancelled were placed before the select committee. I have wanted some of those papers, and I am informed that it is impossible to get them, because they are under lock and key, because the chairman of the select committee is continually sitting on them.

Mr. George: Nothing of the sort.

The MINISTER FOR WORKS: This is the proper place to raise this question, because the papers were placed on the Table. Some of them are wanted in connection with the business we are carrying on. Moreover, I consider that, the select committee having finished its labours and reported, those papers should be returned to the Table, except those actual business documents which, if mislaid, would cost the State thousands of pounds. I ask you, Mr. Deputy Speaker, to give instructions that all the papers originally on the Table shall be returned there.

Mr. GEORGE (Murray-Wellington) [4.50]: The Minister is misinformed. I have not been sitting on the papers at all. I have seen this file yesterday, and again to-day; I have been asked by various members for it, and I have told them that they could see it, that I had finished with it. The papers have been in the hands of Mr. Grant, the Clerk of the Assembly and secretary of the committee, ever since the committee finished with them. I do not know the proper procedure to adopt in regard to papers, and I do not care.

Mr. TAYLOR (Mt. Margaret) [4.51]: There seems to be some misunderstanding. After the committee completed its inquiry the files used were left in the hands of the secretary of the committee. I know they have been in a tin trunk in the room where we held our inquiry, and more recently have been removed to the Clerk's office. They are there now; I looked through some of them to-day.

The MINISTER FOR WORKS: I desire that all papers dealing with the contract be placed on the Table, while the other documents used by the committee, which have not been on the Table, should be returned to the office. Some of them are of sufficient importance to warrant the utmost care.

Mr. George: Your office asked for the Stolzenberg file this morning.

The MINISTER FOR WORKS: And had instructions to return it immediately.

Mr. George: By 2.30 p.m., so that the papers might be produced in the House.

The MINISTER FOR WORKS: The Minister and the officers of the department must have access to the files.

The DEPUTY SPEAKER: Certain papers were placed on the Table. Apparently other papers were presented direct to the committee from the department. The same thing occurred in connection with the whaling select committee. At that time, so as to make the papers available to members, the committee carried a resolution that I be authorised to move that the remainder of the papers be placed on the Table. This was done. I think that as this later committee held papers which were not in the custody of the House the same procedure should be adopted. I suggest that the Minister move that the whole of the papers be placed on the Table.

The MINISTER FOR WORKS: Some of the documents handed over to the committee are of very great importance, and should be returned to the custody of the department. If the House desires, I am willing to have copies made of each of those and placed on the Table.

The DEPUTY SPEAKER: That should be sufficient. Valuable documents

should not be exposed to any risk of loss. A copy of those valuable papers will be sufficient, provided that any member shall have the right to inspect the original if he so desires.

The MINISTER FOR WORKS: I move—

*That all papers presented to the select committee be laid upon the Table of the House, in the form of copies where considered desirable.*

Question passed.

*House adjourned at 4.55 p.m.*

## Legislative Assembly,

*Wednesday, 10th November, 1915.*

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The SPEAKER took the Chair at 3 p.m., and read prayers.

### PAPERS PRESENTED.

By the Speaker: Copies of files and papers called for by the Wyndham Freezing Works select committee.

By the Premier: 1, State trading concerns, progress of audit of accounts for year ended 30th June, 1915 (asked for by Hon. Frank Wilson). 2, Returns of receipts and expenditure under Government Railways Act for quarter ended 30th September, 1915, of (a) railways, (b) Perth tramways. 3, Return of salaries and other expenditure in connec-

tion with Perth Public Library, Museum, and Art Gallery (ordered on motion by Mr. Taylor). 4, Government Savings Bank, balance sheet and report for the year ended 30th June, 1915.

By the Minister for Lands: Regulations under the Stock Diseases Act.

By the Minister for Works: 1, By-laws of (a) Fremantle and (b) Geraldton municipal councils, and (c) Albany and (b) Perth roads boards. 2, Regulation under the Health Act (Form of annual statement of accounts). 3, Plans supplied by Nevanas & Co. for Wyndham Freezing Works (original and amended).

### QUESTION—STATE FISH SUPPLY.

Mr. VERYARD asked the Premier: 1, Has he noticed the report of an interview with the Colonial Secretary, as published in the *West Australian* of 30th October last, wherein the Minister stated that, in compliance with the unanimous wish of the metropolitan members, he would close down the State's city fish-stalls as from 1st December next? 2, If so, is the attitude adopted by the Colonial Secretary with reference to the fish-stalls to be the policy of the Government when members strenuously oppose other of the State's losing enterprises? 3, Is it a fact that the State's fish enterprise has resulted in a loss of between £600 and £700 during the last four months; if not, what was the loss? 4, What was the loss for the month of October? 5, What weight of fish has been condemned as unfit for consumption during the past four months? 6, What was the cause of the fish being condemned? 7, Is the loss in the fish enterprise financially the prime reason for the closing down of the city fish-stalls?

The PREMIER replied: 1, Yes. 2, No; some trading enterprises have to be considered from the standpoint of the State generally, others have to be considered merely from the parochial aspect. In both cases the Government will be prepared to abide by the respective decisions of those who have a right to be heard on such questions as may arise. 3,