Legislative Council

Tuesday, 30 October 1984

THE PRESIDENT (Hon. Clive Griffiths) took the Chair at 4.30 p.m., and read prayers.

BILLS (7): ASSENT

Messages from the Governor received and read notifying assent to the following Bills—

1. Racing Restriction Amendment Bill.
2. Administration Amendment Bill.
3. Suitors' Fund Amendment Bill.
4. Juries Amendment Bill.
5. Child Welfare Amendment Bill (No. 2).
6. Youth, Sport and Recreation Repeal Bill.
7. Grain Marketing Amendment Bill.

ELECTORAL: REFORM

Petitions

On motions by Hon. Lyla Elliott, a petition bearing the signatures of 199 persons was received, read, and ordered to lie on the Table of the House—

TO:

The Honourable the President and Members of the Legislative Council of the Parliament of Western Australia in Parliament assembled.

WE, the undersigned citizens of Western Australia request the following electoral reforms:

1. The right of each elector to cast a vote equal in value to each other vote cast in elections of Members of State Parliament.
2. That Legislative Councillors be elected to represent regions using a system of proportional representation such as is used in Senate elections.
3. The retirement of half of the Members of the Legislative Council from each region at every election. (ie: simultaneous elections).

And that the above reforms be decided by the people voting at a referendum.

Your Petitioners therefore humbly pray that you will give this matter earnest consideration and your Petitioners, as in duty bound, will ever pray.

(See paper No. 244.)

Similar petitions were presented as follows—
Hon. Robert Hetherington (30 persons).

(See paper No. 242.)

QUESTIONS WITHOUT NOTICE

Timing

HON. J. M. BERINSON (North Central Metropolitan—Attorney General) [4.34 p.m.]: I move—

> That commencing with today's sitting and for the remainder of this session, questions without notice be taken on each Tuesday and Wednesday at 5.00 p.m. and on Thursday at 4.00 p.m.

HON. G. E. MASTERS (West—Leader of the Opposition) [4.35 p.m.]: I seek clarification of this motion. I have no objection to it, personally, but I ask: If we agree to the motion, does it mean that no matter what business the House is engaged upon, it will be interrupted to deal with questions without notice?

HON. H. W. GAYFER (Central) [4.36 p.m.]: Would it be audacious of me to ask why this motion has been moved?

HON. P. H. LOCKYER (Lower North) [4.37 p.m.]: As a member of the Standing Orders Committee, I think it is my place to inform the House that this step has been taken because some confusion has arisen about questions on notice, and the time at which the last question is accepted by the Clerk of the House when Parliament sits at 4.30 p.m. Because of the workload and because of members' bringing questions to the Clerks, it takes some time for the staff to place the questions on notice and to deal with the answers to the previous day's questions. That delay can be anything up to 15 minutes. To clear up the confusion, and so that answers to questions can be brought to the House, it has been agreed by the Government that it stipulate the time at which questions without notice can be taken.

I think it is a good step because members will be able to organise themselves. The Government will give an undertaking that, regardless of the business being dealt with by the House at the time, questions without notice will be taken as specified. Personally, I think that is a good move.

I make it quite clear also that this is only a test for the remainder of this session and members will have an opportunity to pass judgment on it at the end of the session.

HON. J. M. BERINSON (North Central Metropolitan—Attorney General) [4.38 p.m.]: My understanding was that this motion was put forward after discussion between the Leader of the House and the Leader of the Opposition. I assumed either that its reasons were self-evident or that someone else had explained them to members. Therefore, I did not go into detail.

It is obvious that I assumed too much. I apologise to Mr Gayfer for that. The position is as Mr Lockyer has indicated. We want to arrive at set times at which members can rely on questions without notice being taken. The specified times have been proposed on the basis that replies to questions on notice should already be available by that hour in case members want to ask supplementary questions without notice based on the replies to questions on notice.

Question put and passed.

SPORT AND RECREATION ACTIVITIES

Select Committee: Interim Report and Extension of Time

HON. TOM McNEIL (Upper West) [4.40 p.m.]: I seek leave to present an interim report of the Select Committee inquiring into sport and recreation activities in Western Australia.

Leave granted.

Hon. TOM McNEIL: I am directed to move—

> That the time within which the Committee presents its final report be extended from 31 October to 20 November 1984, and that the report do lie upon the Table and be adopted and agreed to.

Question put and passed.

The interim report was tabled (see paper No. 24).

CREDIT BILL

In Committee

The Chairman of Committees (Hon. D. J. Wordsworth) in the Chair; Hon. Peter Dowding (Minister for Consumer Affairs) in charge of the Bill.

Clause 1: Short title—

Hon. P. H. WELLS: I want to lodge a protest at this stage. The Government has delayed this Bill for a fortnight, but it is well aware that the major group studying the legislation—the Law Society, which has had 10 people working voluntarily on this legislation over the last two weeks—had indicated to the Minister and to me that it would require a minimum period of three weeks in which to analyse this Bill. It expected to complete that analysis by next week. Therefore, if we proceed at this stage, we shall not have an input from the group that will be responsible for interpreting the legislation and presenting it to the public on a broad front. Bearing in mind that the legislation will not be introduced until next year, it is surprising to find the Government pushing it through the Chamber at this time, rather than allowing an additional week for the Law Society, and any other interested parties, to make an input.

The premise and idea of uniform legislation is rather attractive and it is not because of the sentiments contained in the Bill that the Opposition is seeking to delay the Committee stage. However, it is reasonable to allow Western Australians adequate time to examine the legislation. When similar legislation was introduced in the Eastern States, it was left on the Table of the House there for some time, following which period there was considerable input.

The Committee stage should not proceed because no submission has been received from the Law Society, which is a very experienced group. Although the submission will be made by the Law Society, it will include input from the WA Chamber of Commerce and Industry, and other retail and commercial groups which have plugged into the Law Society examination because of the complexity of the legislation. These people work in a voluntary capacity and they need three weeks to complete their investigations.

The second reason that I lodge a protest is that this Bill is part of a series of Bills, one of which has been referred to the standing committee. The report of that standing committee may have an indirect effect on this Bill; that is, the Bills are interwoven and any changes may affect both Bills. It is not necessary to pre-empt the report of that committee on this occasion, knowing that it is attempting to provide an early report to the Chamber following its examination of the Commercial Tribunal Bill. The Government can afford to delay this legislation for another week in order to allow everyone sufficient time to understand the legislation and ascertain which areas deserve some attention and fine tuning before the legislation passes through this Chamber. If the Bill is delayed members will profit from input from a variety of areas. That opportunity has not been given by the Government; it has delayed the Bill for a fortnight but it should allow a further week for consideration by those groups that need the time.

Hon. A. A. LEWIS: I add not a complaint, but a comment on Mr Wells' remarks. Much of what happens in this place should happen with goodwill. I first spoke on this Bill because I had a number of queries relating to it, and I handed the Minister a copy of those queries during the second reading

stage so that many of them could be cleaned up at that time. What happened? The Minister wiped them off. We are a fortnight along the line, and not only can the law Society not answer the questions, but also the Minister cannot answer the questions on his own Bill. If the Law Society needs to take three weeks to work out the ramifications of the Bill, then an average member of Parliament, who has no legal qualifications, will take much longer.

Hon. Kay Hallahan interjected.

Hon. A. A. LEWIS: That is an inane comment.

Hon. Kay Hallahan interjected.

Hon. A. A. LEWIS: I will wait patiently until 1986 when Hon. Kay Hallahan is in Opposition.

Hon. Tom Stephens: You will need to wait longer than that.

Hon. A. A. LEWIS: I am not too sure, having regard for the way this Government is going. If it wants to call an election in 1985, let it go ahead. The sooner the better. This Government is getting so far into the clag it will never extract itself.

The CHAIRMAN: I ask the member to return to the Bill.

Hon. A. A. LEWIS: I will do so. I acknowledge the point made by Hon. Kay Hallahan that the Law Society members are working in a voluntary capacity. Mrs Hallahan may not know, as she is a new member, that members of Parliament do more than study Bills.

Hon. Kay Hallahan interjected.

Hon. A. A. LEWIS: Mrs Hallahan knows more than anybody about anything. She will tell one so, if asked.

Hon. Robert Hetherington: She is learning.

Hon. A. A. LEWIS: She is not showing much sign of that learning in this place.

Hon. Kay Hallahan: That depends, it is all in the eye of the beholder.

Hon. A. A. LEWIS: That depends on what the Chamber thinks. The member is delaying the Minister so much that he will get annoyed with her shortly.

A member does the right thing by a Minister. He hands his queries in to the office so that the department working under the Minister can answer them either in writing or during the Minister's second reading reply. I would not have minded either of those courses being adopted. I will not say that I am right in all or any of the queries I have put forward; and I made my speech in that frame of mind. I said, "These are queries I have", and the Minister did not have the courtesy to answer them during the second reading debate, and the department or the Minister did not have the courtesy to answer them in writing so that we could proceed. Now we are starting what will be a very lengthy Committee stage, all because of the disrespect shown by the Minister to the Chamber. Much of this could have been and should have been short-circuited; but the Minister does not want to work in co-operation and consensus with the Opposition. He wants confrontation all the time. We have seen that in every Bill he has handled. If the Minister wants confrontation, I promise him he will get it.

There is absolutely no need for this insane, childish attitude of the Minister that will not permit this Chamber to work in the way it should work. That attitude has only come to the Chamber since the Minister entered it. He wants to upset all the conventions of this place. He did so when in Opposition, and he does so as a Minister.

The convention always was—it is still observed by the other two Ministers in this place—that if a member had a genuine query, he could always talk to the Minister concerned. Hon. Joe Berinson showed that he observed the convention while we were dealing with the Western Australian Development Corporation Bill. Although he did not want to report progress or adjourn for 10 or 15 minutes during the Committee stage because he thought he knew what he wanted, he said, "Yes, if we are going to have all this ruckus about it, let's go away in a corner, discuss it, and get it out of our hair, and then come back and agree on something". Hon. Joe Berinson does that sort of thing, and Hon. Des Dans does it; but this Minister wants to wield the big stick. He wants to be and to be seen as being as smart as paint. Well, he is not, and by the end of this evening he will be even paler than he looks now. Unless he has the answers to my satisfaction—not to the satisfaction of anybody else, and not to his satisfaction—we might not even get past clause 5 tonight, because I will stay here until I am satisfied with the Minister's answers. I will get up and query things. I will ask questions until I am satisfied that the Minister has given me the right answer.

The only reason I am saying this is because of the gross discourtesy on the Minister's part when he has had three weeks or more in which to answer my questions. What has he done? He has not made an effort to answer me.

Now the Minister will say, "Oh, but the person who is leading on this Bill has had my adviser up here to talk with him", and things like that. While I am not the person leading the Opposition on this Bill, all it needed was a letter saying, "These are the answers to your queries. If you have any

further queries, come back to me". But, no, I did not even receive that courtesy from the Minister.

I feel sorry for the members and I feel sorry for the staff, but we will just have to battle through this Bill bit by bit. Let me make it quite clear to all members on both sides of the Chamber that only one person is responsible for our having to stay here for the rest of this evening, and that is Hon. Peter Dowding, the Minister in charge of the Bill. We will stay here because of his discourtesy to this place.

Hon. PETER DOWDING: I remind the Chamber that some considerable time ago, in early August of this year, I informed the Opposition that this legislation was in the process of being drafted, and I then invited the Opposition to be briefed about it. I had not experienced the Opposition doing that sort of thing when it was in Government; but I thought that, in the spirit of co-operation, it was quite proper. It took three weeks for the Opposition to respond to that invitation. Finally, the briefing was arranged and held, and a subsequent briefing was requested by Hon. Peter Wells and agreed to by me. So, let us put to bed any question that there has not been the fullest co-operation offered by the Government to the Opposition; and the period available for the Opposition and other groups to come to an understanding of our proposals is unprecedented.

Last year, 1983, the Law Society was informed that the legislation would be introduced into this Parliament; and we suggested that the society should give careful consideration to the New South Wales legislation and make submissions to the Government. At that stage the society made no submissions. Now the society has said it wants to look at this Bill; and I have made it quite clear that the period between August and the present to get the Committee stage up and running is what I consider to be fair.

This legislation must progress in accordance with the undertakings that my Government and the previous Government gave to the credit organisations and to business generally, to have the legislation operative by early next year. In order for that to be done, the legislation must pass through this Chamber and through the lower House, and then it must be canvassed fully with the industry so that the implications from a practical point of view can be explained. It is hoped that the legislation will operate from March 1985.

Hon. Peter Wells has been on, and on, and on about the need for delay, the need for delay, the need for delay. With respect to him, I thought Hon. Ian Medcalf took a very fair approach to this legislation; and Hon. Peter Wells has had ample opportunity to prepare for it. Also, when we were dealing with the reference of the credit tribunal legislation to the Standing Committee on Government Agencies, it was on the basis that that procedure would not be used to delay the passage of this legislation. In other words, the referral of the question of the tribunal to the standing committee would not hold up the passage of this legislation. I recall Hon. John Williams giving me a nod across the Chamber when I expressed my concern about that. He indicated—I do not recall whether it was by way of interjection—quite clearly that it was not the intention of the Opposition to delay this legislation; yet Hon. Peter Wells suggests that we should await the report of the standing committee before we proceed with the Committee stage of this legislation.

This will take some time, and I acknowledge that; but it must be progressed. After all, we have had since the beginning of August when the Opposition was informed about the Bill and offered a full briefing and information about it.

That is much longer than we were ever given when we were in Opposition. Whether that is the case or not, surely objectively that gives the Opposition adequate time—nearly three months—to prepare its case in respect of a piece of legislation that, frankly, was being drawn up when it was in Government.

Hon. P. G. Pendal: The one person who had access was the Attorney General of the day.

Hon. PETER DOWDING: Since August I have offered access to the legislation to the Opposition at large.

The CHAIRMAN: Order! It being 5.00 p.m., to comply with the motion relating to questions, I will leave the Chair for the President to take questions without notice.

[Questions taken.]

Hon. PETER DOWDING: I believe Hon. Peter Wells has not been fair in his criticism of the Bill, or in his complaint about the speed with which this legisation is being pushed through. He has been given every personal consideration, and the Opposition has been given every consideration. I reject the suggestion that there should be further delays in dealing with the Committee stage.

With respect to Hon. Sandy Lewis' complaint, let me say this: Hon. Sandy Lewis made available to me a list of matters concerning specific clauses in the Bill. I thank him, and I did thank him at that time, for that mechanism. He raised matters of concern and expected answers in committee.

Quite clearly, judging by the member's comments, there has been a misunderstanding. I

apologise to him; I have been out of the State since last Wednesday. I assumed he would have inquired about the progress of a reply from my office. I will investigate why, if he did make that request, it was not responded to immediately. If I had understood he was expecting a letter, I would have ensured it was sent to him. I can only apologise to him and accept full responsibility for his not receiving those answers at that time.

Hon. P. H. WELLS: In connection with the Minister's remarks regarding this Bill and my statement that I believe the Bill should be delayed, I want to make it clear that I agree with the Minister; he has treated me and the Opposition with every courtesy in connection with the Bill.

We were advised that some legislation would be introduced. In answer to a question three years ago, Hon. Ian Medcalf, the then Attorney General said legislation was to be introduced.

In August we were told the legislation was related to similar New South Wales legislation. I took the opportunity to do some reading. The Minister made one of his officers available to explain everything to me, but did not provide me with a copy of the legislation before it was available in the Chamber.

I am not complaining to the Minister about the time given for Peter Wells to consider this legislation, or for the Opposition to consider it. What I am saying is that I believe the people affected by this Bill have not had adequate time to consider it, because it is not the type of legislation which could have been drafted in consultation with the people affected. It has been put together following the introduction of legislation in the Eastern States; therefore, the large group of people in this State who will be affected by it were not consulted.

What I am saying to the Minister is that he gave Peter Wells adequate time to look at the Bill, and Peter Wells happens to be a representative of people. Because of the complexity of the legislation, it took some 15 years to put together. The big question is how this Bill will affect major Acts such as the Hire-Purchase Act and the Bills of Sale Act. One needs a knowledge of those Bills to be able to talk with the people affected.

The people who will advise commerce in this area are members of the Law Society, and they have not had adequate time to study the Bill. Those people requested three weeks; they received the legislation about a week after it was introduced into the Parliament, and they told the Minister on that occasion that they would require a period of three weeks. In courtesy to that group of people, they have not had adequate time to consider the legislation. Surely the people affected by this legislation are entitled to this sort of courtesy, in view of the fact the legislation will not be proclaimed until next year.

Hon. A. A. LEWIS: I thank the Minister for his apology. When I got to my feet to make my second reading speech I said I was not prepared to speak then—and the Minister will be quite fair about this—as I had had very little time to look at the Bill. I am a little perturbed that some of the spokesmen for the Opposition may not have had an opportunity to look at the Bill. That does not mean all members. My party may not even have considered I would be interested in credit legislation until it was introduced into this Chamber and I showed an interest in it. There is no way—and the Minister knows this—an ordinary backbench member can have access to these things.

I saw the Bills when they were first introduced into the House. I co-operated with the Minister—I am sure he would agree with that—so that he could get one or two speeches out of the way. I said: "I have not prepared myself properly, give me the answers, because, if there are simple answers to my questions we can short-circuit a lot of the work in Committee."

It seems ludicrous that we come here tonight with the questions unanswered when the Minister could have answered my questions earlier. Now I must stand up to speak on every clause and waste the time of members who may understand the position better than I. If it is a waste of time—that we will see—a lot may be cleared up with a simple answer to these questions.

There seem to be some crossed wires here. The Minister should report progress, debate some other legislation, and let us have until tomorrow to look at the answers he obviously has, because he has said he is prepared to deal with these questions during the Committee stage. This would cut down the time in Committee dramatically. There will obviously be some sane answers—I do not believe they could all be haywire! I offer that suggestion to the Minister. It is crazy to push ahead and have *Hansard*, the Clerks, and everybody else waiting around while one person receives a series of answers. As I told the Minister originally, that is the reason I made my second reading speech in that manner.

I tend to agree with Mr Wells that informing the Law Society in 1983 is a little different from giving it a copy of the Bill. However, what I am really horrified about is the Minister's saying, "We have to get it through this Chamber and the other Chamber, and then proclaimed so that industry can be fully conversant with it after it has

been proclaimed". Surely industry should have been consulted and made conversant with the Bill before it was allowed to go further. Surely it is for industry, shopkeepers, dealers, credit providers, and credit houses to know where they are going. Some credit houses do know. I happened to have dinner with a bloke who was on the New South Wales committee and I put a number of questions to him that he could not answer to my satisfaction. He said, "I shall have to chase those up". He is busy too, because he is doing this work on a voluntary basis, although not as voluntarily as others, because his company is paying him in case it makes a mistake.

We would be better to report progress now so that we can get many of these things out of the way. If the answers are available, we could deal with this matter later this evening after I have had time to read them. Then I can say, "I do not need to get up on those clauses and I shall only speak on these clauses". That would make the Committee stage more pleasurable for all involved.

Hon. PETER DOWDING: We must make this quite clear: It is not the rule of this Committee to go out and provide every person potentially affected by this piece of legislation with legislation in draft form and ask them how they feel about it. That is what Hon. Peter Wells seems to be implying should happen. However, we are talking about a process of consultation.

Hon. P. G. Pendal: That is exactly what you demanded.

Hon. PETER DOWDING: Hon. Phil Pendal's mob never did any of this, therefore, he should not set it up as a principle.

Hon. G. E. Masters: Yes, we did.

Hon. PETER DOWDING: Pull the other one!

Several members interjected.

Hon. PETER DOWDING: There is a very great history of consultation on all aspects of the policy matters involved in this legislation, a history extending back a number of years, and it has been made quite clear to industry that the New South Wales legislation is the legislation which we shall be following. What we see as being important once this legislation is proclaimed is the opportunity to get it out to the shopkeepers, the trades people, and so forth, so that they understand the new regime of credit legislation.

Hon. A. A. Lewis: Why not let them look at it first?

Hon. PETER DOWDING: Their organisations have looked at it and have been involved in consultation. The many hundreds of people who are involved in the credit business and who will be affected by the legislation will not be consulted individually, but all of them, once the legislation is in place, will individually have to understand it in order to conform to and comply with it.

Hon. P. H. Wells: Who will tell them?

Hon. PETER DOWDING: When this Committee has had a chance to debate this legislation, if and when it is passed through both Houses of Parliament, it can be proclaimed and there can be a time lag so that all sections of the community, as individuals, can learn the new rules.

We have consulted extensively with specific groups on this legislation over a very extended period. All the policy issues in the legislation are exactly the same as those in the New South Wales legislation.

Unfortunately, some members like Hon. Peter Wells have only taken an interest in this subject recently. It was really for the benefit of those people that I urged the Opposition to take advantage of the briefings that we were offering, not so that we could then hold public meetings in the Perth Concert Hall in order that every Tom, Dick, or Harry who might—

Hon. P. G. Pendal: It is beneath you to consult with every Tom, Dick, and Harry.

Hon. PETER DOWDING: That is a very silly point and it reduces the issue of genuine consultation to the level of absurdity.

Hon. P. G. Pendal: You hold ordinary people in contempt.

Hon. PETER DOWDING: Even Hon. Phil Pendal knows that is a silly response.

Hon. P. G. Pendal: You should not have said a silly thing like that. It was very immature.

Hon. PETER DOWDING: We do not intend to bring in every member of the community, sit him down, and talk to him about the credit legislation.

I have been to many meetings and I have talked to community groups. Since early August I have encouraged the Opposition to do this. With respect, that is more than enough time to do it. Hon. Sandy Lewis has already heard from me as to my understanding of his request. I am more than happy to give him some time to look at the answers and, therefore, I shall move to report progress to give him an opportunity to read the notes prepared in answer to his questions.

Progress

Progress reported and leave given to sit again at a later stage of the sitting, on motion by Hon. Peter Dowding (Minister for Consumer Affairs).

(Continued on page 3095).

CREDIT (ADMINISTRATION) BILL

In Committee

The Chairman of Committees (Hon. D. J. Wordsworth) in the Chair; Hon. Peter Dowding (Minister for Consumer Affairs) in charge of the Bill.

Clause 1: Short Title—

Progress

Progress reported and leave given to sit again at a later stage of the sitting, on motion by Hon. Peter Dowding (Minister for Consumer Affairs).

Sitting suspended from 6.00 to 7.30 p.m.

ACTS AMENDMENT (CONSERVATION AND LAND MANAGEMENT) BILL

Receipt and First Reading

Bill received from the Assembly; and, on motion by Hon. J. M. Berinson (Attorney General), on behalf of Hon. D. K. Dans (Leader of the House), read a first time.

Second Reading

HON. J. M. BERINSON (North Central Metropolitan—Attorney General) [7.31 p.m.]: On behalf of the Leader of the House, I move—

That the Bill be now read a second time.

This Bill amends Acts to make them compatible with the Conservation and Land Management Bill. These amendments are essentially consequential and do not in any significant way change the intent or powers of the amended Acts.

The Government has incorporated an amendment to this Bill which has the effect of giving future national parks the equivalent of "A"-class status. The rationale behind this amendment is that, whereas in the past the term "national park" has been used for a range of reserves, varying in size from small municipal reserves to large areas of significant beauty and conservation value, in future, the Government intends that only national parks which conform to the latter category shall be declared as national parks. Consequently, the Government thinks it a reasonable proposition that all future national parks be given the equivalent of "A"-class security.

I commend the Bill to the House.

Debate adjourned, on motion by Hon. Margaret McAleer.

RURAL AND INDUSTRIES BANK AMENDMENT BILL

Receipt and First Reading

Bill received from the Assembly; and, on motion by Hon. J. M. Berinson (Attorney General), read a first time.

Second Reading

HON. J. M. BERINSON (North Central Metropolitan—Attorney General) [7.34 p.m.]: I move—

That the Bill be now read a second time.

This Bill introduces amendments considered necessary to enable the Rural and Industries Bank to compete more effectively with other financial institutions and also to ensure that the bank's capital base is maintained at a level which conforms to Reserve Bank of Australia guidelines as to capital, and promotes continued public confidence in the bank.

Continued deregulation and increased competitive pressure expected as a result of the entry of foreign banks into Australia require the Rural and Industries Bank to respond promptly to meet market requirements. The Act which controls the operations of the bank dates back to 1944 and it does not contain the flexibility required for today's rapidly changing financial environment.

The Bill proposes to repeal sections 65C to 65R and sections 65T and 65U of the bank's Act dealing with its savings bank operations and covering provisions relating to the type of accounts which can be offered and the payment of interest and other matters relating to the routine transactions of banker and customer, and place these within the province of regulations. This follows recent amendments to the banking (savings bank) regulations under the Banking Act 1959 which has placed the Rural and Industries Bank at a competitive disadvantage, particularly with regard to the nature of accounts offered by other savings banks. This amendment will enable the bank to offer services equivalent to those provided by its competitors by rapid amendment to regulation rather than a piecemeal approach to changing legislation.

The Bill also proposes that section 27 of the bank's Act be repealed. Section 27 requires all moneys received by or belonging to the bank and forming part of the funds of the bank to be paid to a special account in the name of the commissioners and to be kept at the Department of Treasury. This restriction is obviously not appropriate in today's financial environment and the bank has indicated that section 27 has not been

complied with for a number of years and, from a practical point of view, cannot be complied with.

Under the provisions of section 96A of the Rural and Industries Bank Act, the bank is required to pay to the Treasurer each year one half of the net profits derived by the bank. The Auditor General has recently ruled that "net profits" includes any realised capital appreciation on the sale of assets. To ensure that the bank is encouraged to rearrange its capital asset portfolio to obtain the best possible commercial advantage, it is proposed to amend the Act to allow the Treasurer to approve retention of the full amount of capital profits at his discretion in any particular case. This will place the bank on the same basis as other commercial enterprises operating under Commonwealth taxation law. Such enterprises are, generally speaking, not required to pay tax on capital gains derived from the sale of assets.

The final measure contained in the Bill concerns the creation of a new form of security to be termed "capital stock" which will form part of the capital base of the bank.

In recent years, the R & I Bank has been successful in expanding its business at a rate outstripping growth in its capital base. As a result, the bank's capital to total assets ratio has fallen to a level below that which the Reserve Bank has established as desirable for banks.

As a State Bank, the R & I Bank is not subject to any guidelines which may be imposed by the Reserve Bank. However, to maintain the confidence of the public and institutional investors, the R & I's capital adequacy should be broadly acceptable to the Reserve Bank. The R & I Bank is not alone among Australian banks in being outside the guidelines proposed by the Reserve Bank. However, it is important that the Government makes provision to allow the bank to conform to these guidelines.

The amendments to permit the bank to issue this stock are set out in clause 6 of the Bill and are structured to meet the broad requirements laid down by the Reserve Bank in assessing the capital base of a bank. Members will note that in view of the flexibility which is required with regard to the issue of the new stock, regulation-making power has been included to enable the general provisions to be supplemented in respect of particular issues of the new stock.

The ability of the R & I Bank to issue "capital stock" will place it in the same position as private sector banks which are able to raise capital by the issue of shares. The alternatives for the Government are either to restrict the bank's growth or to allocate scarce funds from the State's General Loan Fund to the detriment of the Government's commitment to the employment-stimulating housing programme.

It is intended that the bank would, in the current financial year, negotiate a placement of stock with one or more Western Australian statutory authorities with responsibility for making investments. The terms would be negotiated on a commercial basis, but would be required to be approved by the Government.

To sum up, the Government has a clear interest and indeed an obligation to ensure that the R & I Bank is able to compete effectively in the marketplace and also to ensure that the bank's capital base is maintained at a level acceptable to the Reserve Bank and the financial community generally. This Bill is designed to achieve these purposes.

I commend the Bill to the House.

Debate adjourned, on motion by Hon. G. E. Masters (Leader of the Opposition).

BAIL AMENDMENT BILL

Assembly's Amendment

Amendment made by the Assembly now considered.

In Committee

The Deputy Chairman of Committees (Hon. P. H. Lockyer) in the Chair; Hon. J. M. Berinson (Attorney General) in charge of the Bill.

The amendment made by the Assembly was as follows—

> Clause 9, page 5, line 24—Delete "death or".

Hon. J. M. BERINSON: I move—

> That the amendment made by the Assembly be agreed to.

The background of this request is that when the Bail Amendment Bill was being drafted, it was expected that it would complete its passage through the Parliament before the Bill to abolish the death penalty. As a result, the Bail Amendment Bill contained a reference to steps to be taken in cases where the death penalty had been imposed. As matters transpired, the legislative programme worked the other way around; that is, the abolition of the death penalty legislation completed its passage before the Bail Amendment Bill had been passed.

The Assembly's amendment is designed to bring these matters into line.

Hon. I. G. MEDCALF: The Attorney General has sufficiently explained the purpose of the mess-

age from the Legislative Assembly. In the circumstances, there can be no objection by the Opposition to the terms of the proposed amendment and, therefore, we agree with it.

Question put and passed; the Assembly's amendment agreed to.

Report

Resolution reported, the report adopted, and a message accordingly returned to the Assembly.

EQUAL OPPORTUNITY BILL

Report

Report of Committee adopted.

DISTRICT COURT OF WESTERN AUSTRALIA AMENDMENT BILL

In Committee

The Deputy Chairman of Committees (Hon. P. H. Lockyer) in the Chair; Hon. J. M. Berinson (Attorney General) in charge of the Bill.

The DEPUTY CHAIRMAN: I wish to draw to the attention of members the fact that the foreshadowed amendments to this Bill are contained in the Notice Paper Supplementary No. A, with the grey cover.

Clause 1 put and passed.

Clause 2: Commencement—

Hon. J. M. BERINSON: I move an amendment—

Page 2, line 4—Delete the passage "4(a), 8, 9 and 10" and substitute the passage "8, 9, 10 and 11".

Amendment put and passed.

Clause, as amended, put and passed.

Clause 3 put and passed.

Clause 4: Section 4 amended—

Hon. J. M. BERINSON: I move an amendment—

Page 2, lines 8 to 28—Delete paragraph (a).

Amendment put and passed.

Clause, as amended, put and passed.

Clauses 5 to 7 put and passed.

Clause 8: Section 50 amended—

Hon. J. M. BERINSON: I move an amendment—

Page 4, after line 26—Insert after paragraph (a) the following new paragraph to stand as paragraph (b)—

(b) by inserting after subsection (1) the following subsection—

(1a) A sum of money referred to in subsection (1) does not include any interest which may be included in a sum for which judgment is given.

Amendment put and passed.

Clause, as amended, put and passed.

Clauses 9 and 10 put and passed.

New clause 10A—

Hon. J. M. BERINSON: I move—

Page 5—Insert after clause 10 in lines 10 to 13 the following new clause to stand as 10A—

Section 73 amended.

10A. Section 73 of the principal Act is amended—

(a) by inserting after the section designation "73." the subsection designation "(1)"; and

(b) by inserting the following subsections—

"(2) When, in an action or matter brought in the Supreme Court—

(a) the claim, though it originally exceeded $80 000, is reduced by payment into Court, an admitted set-off, or otherwise, to a sum not exceeding $80 000;

(b) in which the claim exceeds $80 000, the plaintiff obtains judgment on part of the claim and the remainder of the claim does not exceed $80 000; or

(c) there is an interlocutory judgment for damages to be assessed and the action or matter or a question or issue therein is otherwise within the jurisdiction of the District Court,

any of the parties to the action or matter may, at any time, apply to the Supreme Court or a Judge thereof for an order remitting the action or matter, or question or issue, as the case may be, to the Court sitting at such place as the order specifies, and the Supreme Court or Judge thereof shall make an order accordingly unless it or he considers that under the circumstances of the case it is advisable that the action, matter, question or

issue should be tried in the Supreme Court.

(3) A sum of money referred to in subsection (2) does not include any interest which may be included in a sum for which judgment is given.

(4) The Supreme Court or a Judge thereof may make an order referred to in subsection (2), if it or he thinks fit, without an application from any of the parties.

(5) The Chief Justice of Western Australia may make an order, at any time after hearing the parties concerned, remitting to the Court any action or matter that—

(a) is commenced under the Supreme Court Act 1935;

(b) is pending on the date of the coming into operation of any written law amending the jurisdiction of the Court; and

(c) could have been commenced under this Act if the written law referred to in paragraph (b) had been in operation when the action was so commenced,

unless the Chief Justice of Western Australia considers that under the circumstances of the case it is advisable that the action or matter should be tried in the Supreme Court. ".

In the course of our earlier discussion, Hon. Ian Medcalf, in the kindest possible way, suggested that I might not have studied the relevant file with what he referred to as my usual intensity. The reason he suggested that was apparently an outstanding suggestion made by the Chief Justice as to how the proposals to remit certain actions from the Supreme Court to the District Court might also make allowance for remitting actions which, though properly within the jurisdiction of the Supreme Court when entered for trial, had come within the limit set for the District Court because of interlocutory or other matters arising in the course of proceedings.

As I recall, I interjected on Hon. Ian Medcalf, in a similarly kindly way, that perhaps the reason the message from the Chief Justice had not come to attention was because Hon. Ian Medcalf might have extracted the only copy of it from the records. In fact, I am delighted to be able to confirm that the most scrupulous examination of the file indicated no such correspondence.

I can only assume the letter went into the former Minister's personal file, in quite a proper way of course, and he did not have an additional copy put on the departmental file. However, all that has been remedied, and the Chief Justice has been good enough to provide me with a copy of his suggestions. The purpose of this amendment is to incorporate those suggestions into the Bill.

I believe they will have a limited application, and a more limited application now, given the extension of the jurisdiction of the District Court to all personal injury actions. Nonetheless, there remains scope for the implementation of the suggestions made earlier by the Chief Justice, and I appreciate the diligence, not to say the intensity, with which Hon. Ian Medcalf applied himself in order to bring this matter to attention.

Hon. I. G. MEDCALF: I am pleased that it was possible for the Attorney General to obtain a copy of the letter. It is true that it was written to me personally by the Chief Justice, and it did end up on my personal file. I still have a copy of that letter. In fact, I did send a copy of the letter to a high-ranking member of the Crown Law Department, who shall be nameless, asking for his comments. My file discloses that on no less than three subsequent occasions the high-ranking official was contacted requesting that he supply his comments as soon as possible. Unfortunately, they were not forthcoming by the time the last Government went out of office. The result was, therefore, that it was not possible for me to do anything about the matter.

I am pleased that the issue has now been rectified and that the suggestions of the Chief Justice were incorporated in this Bill. It is not often that amendments are made to the Act—perhaps once every couple of years—and it is better that we should do it on this occasion when a number of other amendments changing the jurisdiction are being made.

I thank the Attorney General for taking this action. I assure him I will continue to scrutinise my files carefully; and I suggest that he does the same.

New clause put and passed.

Clauses 11 and 12 put and passed.

Schedule put and passed.

Title put and passed.

Bill reported with amendments.

CONSTITUTION AMENDMENT BILL

Second Reading

Debate resumed from 24 October.

HON. I. G. MEDCALF (Metropolitan) [8.00 p.m.]: This is a very short Bill which simply has the object of increasing the Governor's salary and of putting on a firm and regular basis a matter which has been attended to over recent years largely by administrative means. The Opposition does not object to the Bill.

Apart from the fact that it provides that the Governor's salary shall now be fixed by reference to the Chief Justice's salary, and that it will be 70 per cent of his salary on a tax free basis, there is one quite useful provision dealing with the Governor's expense allowance. The Government has made it clear that the Governor will receive an expense allowance subject to verification in relation to the actual amount he is called upon to expend from time to time in compliance with his official duties.

The Opposition supports the Bill.

Question put and passed.

Bill read a second time.

In Committee, etc.

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

Third Reading

Bill read a third time, on motion by Hon. J. M. Berinson (Attorney General), and passed.

MACHINERY SAFETY AMENDMENT BILL

Second Reading

Debate resumed from 18 October.

HON. A. A. LEWIS (Lower Central) [8.05 p.m.]: The Opposition does not oppose the main thrust of this Bill, but I do have some queries for the Attorney General. I am sorry that the Minister responsible for this legislation is not here, because it puts the Attorney in a fairly difficult situation, so I will not demand answers of him.

This is one of a number of measures we have seen that impose costs on the public and on the suppliers. It is one of those things about which Hon. Graham MacKinnon was talking recently, because in itself it probably will not do a great deal of harm: but when this measure is added to all the other consumer-type measures which this Government has introduced, it seems to me that the on-costs to business and consumers will be horrific.

This Government adopts the attitude with this sort of Bill of saying that it is only updating penalties. This measure does update the penalties all right, except that some are increased 2.5 times while others are increased six times. I do not understand why the level of increase cannot be consistent.

Another thing that hurts is that the Minister said that this Bill had been introduced to increase the level of penalties prescribed by the Act, but when I read the Bill I found penalties had been included in a heap of other clauses, penalties which were not provided for in the Act at present. There is also a grandfather clause at the end which covers the whole lot.

Why is it that when the Government introduces a Bill it cannot simply say that it is doing a bit of window dressing or that the public do not understand that certain provisions in the Act involve a penalty, and so it is making it clear?

It is very disturbing to find that the first clause in the Bill inserts a penalty where previously there was no penalty. As the member leading for the Opposition, I am forced to wonder what else the Government is doing and why the blazes it is doing this.

The reason is probably that the Government feels that these things need to be emphasised more forcibly. Nevertheless it is disconcerting to find that the Government should blandly say that it is upgrading penalties when in fact we find it is inserting new penalties. When one reads through the Bill one finds there is a clause that provides a set amount of fines for penalties under this Bill.

The Government provided no evidence to show that the number of prosecutions indicated there was a need to upgrade these fines. I wonder how many prosecutions were launched over the last five or six years under this Act. I would not imagine there were many.

I think this Bill has something to do with the occupational health and safety legislation that is coming forward, and the fact that the Government wants to crack down on employers; but, again, this will reflect only on the consumers.

The second part of the Bill deals with the time in which an action can be taken. Currently the period is six months.

The other department, I believe quite rightly, could say that it did not hear of an accident for perhaps six months or possibly a little longer—in fact, not until somebody began talking about workers' compensation. The reports as specified under the Act are not made. Why do we need to change from a period of six months to one of two years instead of, say, from six months to 12

months? I would have thought that a period of 12 months—four times the current prescribed period—would be plenty of time.

This matter was not explained at all by the Minister in his second reading speech. It again puts the owner of a business and the employee under far more stress than if the period were increased to 12 months and later increased to two years, if the 12-month period proved not to be long enough.

These things have the blessing of the tripartite council. I am a bit disappointed, I must admit, that the tripartite council and the Minister did not give us some sort of precision about the number of previous cases, and the reason for this amendment being so vitally important. It might be a taxation measure and the Minister handling the Bill now might be able to say to me, "Look, I need some extra money. The legislation has not been bringing in the money I want". He shakes his head and I believe him. Of course it is not. It is window dressing.

Hon. J. M. Berinson: You have a very suspicious mind.

Hon. A. A. LEWIS: Of course I have. As I explained earlier, the Attorney also would have a suspicious mind if he found in the Bill matters that were not discussed in the second reading speech. I know that on many occasions the Attorney says such things as, "A second reading speech should be above board and should tell us all that is contained in a Bill". I know the Attorney has always done that himself because he knows that Hon. Ian Medcalf will refer to it if he does not. Joking aside, I wonder what the reasons are. I will not ask the Attorney to give me an answer because that would be unfair. I ask him to inform his colleague—who I believe left Australia on the same plane as Mr Trimbole Junior; I wonder whether his trip was to Ireland—and to give the House some figures as to why this is necessary. It is not only of interest to members of this House; it may also be the basis of a decent publicity campaign about health and safety procedures around machinery. It could be of great benefit to the House to realise that of X number of accidents, only so many are reported.

Although the Opposition accepts the Bill, we should have answers to the question about the number of accidents and why the period for complaint will be increased from six months to two years. I am sure the Attorney will take this matter up because the provisions of the two Bills are almost exactly the same. It would be of great benefit to the House to know the answers to those questions, but I will be satisfied if the Minister for Industrial Relations writes to me to give me the answers.

With those remarks, I indicate that we support the Bill.

HON. J. M. BERINSON (North Central Metropolitan—Attorney General) [8.15 p.m.]: I thank Hon. Sandy Lewis for his support of the Bill, and also for his understanding in respect of my limitations in responding to him. I think I can provide at least some comment, leaving any supplementary advice to the Hon. Des Dans.

In the first place, I would have to agree that the increase in certain penalties is quite steep. As against that, we need to acknowledge that the updating period we are talking about is not a short period; it is a period of 10 years from 1974 until now, and the price of many things has increased 2.5 times during that period.

Hon. A. A. Lewis: Have they gone up six times? Some of the other penalties have.

Hon. J. M. BERINSON: I acknowledge that some have increased above that level. I also agree with the honourable member that in general we do need to be very cautious about imposing additional burdens on industry and commerce. It will not have escaped the attention of the House and, I am sure, of the honourable member himself, that the whole emphasis of the current Budget, for example, is to attempt to reduce these burdens within the acknowledged constraints which the State faces.

Here we are dealing with a set of competing interests which are not really comparable. On the one hand, there is the interest in restraining the extension or the increase of burden on industry and, on the other hand, there is the interest in promoting safety in industry as far as that can be done. It is very difficult to compare those things. They are not both of the same nature, if I could put it that way. When all is said and done, the burdens which might arise from this Bill are not burdens which will arise at all if people conform to what are generally acknowledged to be necessary and sensible safety measures. The honourable member did not suggest that the safety requirements of this Bill are excessive or unreasonable. I have not heard that suggestion anywhere. That is the sort of balance we must apply here and, on the whole, our current interest is in favour of promoting safety. Certainly the interest is not in attaining more revenue by way of fines.

The honourable member is quite correct in anticipating that I would be unable to provide him with any statistics on the area of his interest. I will pass that request on to Hon. Des Dans, but without presuming too much on another Minister's

area of authority, could I suggest that it is most unlikely that the Minister will be able to respond in a way which advances the matter very far? The member is seeking some sort of statistical account of the number of times on which breaches of the safety requirements have occurred and the number of times these breaches have not been reported. The real aim of increasing the ante so to speak, in the penalty area, is to prevent these breaches and the incidence of non-reporting. The truth of the matter is that if accidents are not being reported, statistics are not available.

I should point out to the House that this Bill is not to be seen in a vacuum or in isolation because alongside these provisions for increased penalties for breach of the regulations is an increased drive to build up the strength and effectiveness of the inspectorate. It is mainly that that will really give this legislation some teeth. Additional penalties on their own will not go very far.

The honourable member raised another matter and because it is a question of general application in a number of areas, perhaps I could again attempt to respond to it. This was the question of moving from a six-month limitation period for prosecutions to a two-year period.

What he said is quite right. We might well accept that a period of six months is too short, but why go as far as two years? Why not one year? There could be arguments on either side about whatever time we choose. We might equally choose 18 months as a relevant period. The problem is this: On many occasions, a breach of regulation comes to official attention only indirectly, and a period of six months has been shown to be inadequate for the purpose. There is nothing to suggest that a period of one year would be adequate.

There is no doubt that in a number of cases a period of two years also would be inadequate, and if the question is then asked, "Why stop at two years; why not make this an indefinite period?", the answer is again that we are faced with a question of balance. The balance in this case requires recognition of the fact that after a certain period the defendant, or the person whose actions are to be investigated, cannot be expected to remember the incident as well as the person who may have been affected by it. That is part of the argument; it is in order to prevent an unreasonable disadvantage to a person who has breached the regulations that we have a period as short as two years. There is no ideal time. Experience has demonstrated that six months is too short. The judgment for the moment is that two years is reasonable, taking into consideration at the interests of both likely parties. That is the best that can be said. For the rest, I thank the House for its support, and I commend the Bill.

Question put and passed.

Bill read a second time.

In Committee, etc.

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

Third Reading

Bill read a third time, on motion by Hon. J. M. Berinson (Attorney General), and transmitted to the Assembly.

CONSTRUCTION SAFETY AMENDMENT BILL

Second Reading

Debate resumed from 18 October.

HON. A. A. LEWIS (Lower Central) [8.25 p.m.]: I made some comments on the preceding Bill and I could just about say "ditto" about some of the provisions in this Bill. I understand the Minister's answers, but I do not necessarily agree with them.

If there were reasonable time, I would discuss this matter with the Minister at length, but I do not think we ought to waste the time of the House.

The question of balance is up to the Government to decide. It appears the Minister wants a long period to satisfy his departmental officers, rather than the business community—although I must say that the Confederation of WA Industry has agreed to the Bill. Had that not been the case, I would have moved an amendment earlier to provide that the period be one year. We could give that period a trial and, if necessary, we could amend the legislation later to provide a two-year period. I think the Attorney General put his finger on the matter when he said that people tend to become a little vague about an incident after two years have elapsed. I think that if I were to ask Mr Dans, at this time of night, what he was doing two years ago, he would not remember. It is a ludicrous question. I guess that when an accident occurs, one remembers bits and pieces about it, but not definite details. I am still worried about the period.

I take the Attorney General's point about strengthening the role of the inspectors and using them to improve occupational health and safety. Maybe he could tell Mr Dans that if he wants to improve occupational health and safety, he will have to pay for that from the funds of his own department. I guess I am being a little cynical

about that, as would be the Minister for Budget Management. The Opposition supports this Bill.

Question put and passed.

Bill read a second time.

In Committee

The Deputy Chairman of Committees (Hon. P. H. Lockyer) in the Chair; Hon. J. M. Berinson (Attorney General) in charge of the Bill.

Clauses 1 and 2 put and passed.

[Interruption from Gallery.]

The DEPUTY CHAIRMAN: Order! You cannot address the Parliament from the gallery. I am sorry you have to take a seat.

Clause 3 put and passed.

Title put and passed.

Report

Bill reported, without amendment, and the report adopted.

Third Reading

Bill read a third time, on motion by Hon. J. M. Berinson (Attorney General), and transmitted to the Assembly.

LOTTERIES (CONTROL) AMENDMENT BILL

Second Reading

Debate resumed from 18 October.

HON. G. E. MASTERS (West—Leader of the Opposition) [8.30 p.m.]: The Bill before the House is designed to amend the Lotteries (Control) Act 1954. Presently, the Instant Lottery fund is split in two ways. Twenty per cent of the proceeds from the Instant Lottery goes to sports, culture, and the arts, and it is put into an account which is called, "the Sport, Culture Instant Lottery Account". Up to this time, the other 80 per cent has gone into the hospital fund. Therefore, the total revenue from the Instant Lottery fund is 20 per cent to sports, culture, and the arts, and 80 per cent to the hospital fund. To date, nothing has been taken from the total figure to cover administrative costs.

What the Bill proposes to do is to deduct the administrative costs for the distribution of certain funds from the money which normally goes into the hospital fund. The Bill states that the Minister for Sport and Recreation and the Minister for the Arts may use in two ways a percentage of the money which is obtained from the Instant Lottery and which normally goes into the hospital fund. Firstly, the Ministers may pay those persons who are consulted to advise them on the distribution of the funds from the amount which usually goes into the hospital fund. To me, it appears to be open-handed and I wonder to what sort of administrative costs the Government is referring.

The DEPUTY PRESIDENT (Hon. John Williams): Order! I am having difficulty in hearing the Leader of the Opposition.

Hon. G. E. MASTERS: I ask the Minister: Whom are those people likely to be and whom have they been in the past? I would hate to think what the result would be if the Minister uses some of the funds which normally go into the hospital fund for these purposes. The Government could use part of the money to employ a hoard of advisers. I am not saying that that would be the case, but the Bill suggests that there may be a considerable amount of money spent for this purpose.

Another way in which the Minister for Sport and Recreation and the Minister for the Arts could use some of these funds is to pay Government departments which are involved in the distribution of Instant Lottery money.

The Opposition is quite entitled to ask these questions of the Minister. I know that the Minister responsible for the Bill is not present in the House, but I ask that he does not proceed with the Committee stage of the Bill until several questions have been answered. The Opposition would like to know the facts and figures. What amount is likely to be taken from the hospital fund and used for other purposes?

The Bill proposes to allow the Minister for the Arts, not only to give grants to organisations, but also to give grants to individuals. Once again, a number of questions should be asked. Perhaps the Minister who is representing the Minister for Administrative Services would ensure that the questions asked by the Opposition will be answered before the Committee stage.

I would like the Minister to advise the House of the total receipts from the Instant Lottery last year. The Opposition would also like to know how much was spent on sport, how much was spent on culture and the arts, and how much went into the hospital fund. More particularly, the Opposition would like to know what the Treasury costs were last year in administration and handling the funds which were directed towards culture, the arts, and sport.

I would also like to know what Government departments were involved in the Instant Lottery last year, and whether any outside advice was received. Where did the Government seek advice in regard to the distribution of the money? The Opposition would like to know the amount of money involved. All too often in the handling of grants we learn that the administrative costs are

prohibitive. Occasionally we have brought to our attention in this House grants which are made for certain purposes and the administrative costs have been almost as high as the actual grants. In some cases they have even been higher than the grants.

The Opposition would like to know the number of applications for grants which have been received from organisations for the arts and culture, and more particularly from individuals. If the Bill proceeds, the Opposition would like to know whether the Minister can make grants to individuals. There must be a reason for this change. It is obvious that applications must have been received from individuals, and the Opposition would like to know how many such applications have been received. I ask the Minister whether any grants have been made to date to individuals, grants which may have been in contravention of the Act.

Obviously a considerable sum of money is raised through the Instant Lottery, and the Opposition would like to know what happens to the money. Does the money go to the Treasury or is it invested? If it is invested, where does the interest go? I am not saying that the Government should have earned a great sum of money from these funds, but the Opposition would like to know the amount of interest which is earned, and what happens to it. Perhaps it goes to the Treasury and is used for other purposes.

I would hope, as I have already said, that the Minister who is representing the Minister in charge of this Bill will not proceed to the Committee stage until the questions have been answered. If, indeed, he is up to date on this matter as he is with many other financial matters then—

Hon. J. M. Berinson: You are too kind.

Hon. G. E. MASTERS: —not only would I be satisfied, but I also would be amazed.

HON. TOM KNIGHT (South) [8.40 p.m.]: I agree with the Leader of the Opposition that we need many more answers before we consider passing this Bill. It is imperative that we know what the income was last year from the Instant Lottery. I believe that in the first year of operation it netted some $53 million. When we introduced this lottery, it was expected to have a low of $12 million and a high of some $20 million.

Hon. J. M. Berinson: You mean a gross of $53 million. You said "netted".

Hon. TOM KNIGHT: I am sorry. I mean a gross of $53 million.

Under the legislation, the Instant Lottery was to provide 10 per cent to sport and 10 per cent to culture; that is, a total of $10.6 million, or $5.3 million to each of these sections. That means that unfortunately after the first year of operation, we passed legislation which showed that we would limit the pay-out to $3 million for sport and culture. That provision was passed in this House last year.

Sport and culture had a shortfall in that year of $4.6 million, or $5 million in round figures. That has been felt out there in the sticks, because it was intended that the Instant Lottery was to be for that purpose—an instant sports lottery. Here we are with $53 million gross, guaranteeing $5 million to be paid out to both these sections, yet we are limited to $3 million. The remainder which should have gone to these sections was withheld, and I gather it went into Consolidated Revenue, or into the hospital fund or some charitable institution.

From the Instant Lottery, we will have to pay the staff for the administration. I was told at another stage—and I believe it is most important—that the WA Institute of Sport would not be funded from the Instant Lottery money. We are using it for one aspect and not for another. One might as well consider using it for a WA institute of art—which a body would expect money from this source. The lottery was specifically set up in the first instance to fund those activities, but here we are with $53 million and with $6 million going into the two sections, apart from administration costs—

Hon. J. M. Berinson: You realise the great bulk of the $53 million goes back to the public in prizes. I am just suggesting the $53 million figure really has no relevance.

Hon. TOM KNIGHT: It is very misleading for the public out there, who thought initially that the establishment of the Instant Lottery was for the benefit of the sporting and cultural bodies. I do not believe we should be limiting it.

Hon. J. M. Berinson: Even at $3 million, it was a vast increase on anything they had before. It was almost double.

Hon. TOM KNIGHT: We always had shortfalls before, and we introduced a scheme to finance those bodies and raise funds for them. It was not for hospitals and other bodies. I believe we are going against the object of the Bill. We are not doing what we initially intended, and that was to finance sport and culture. This is what I am getting at.

The funding has been cut back to $3 million each for sport and culture. Apparently we will now pay the administration costs of a certain segment of administration, and that is a good thing. Why

do we not put the money into sport and culture as was originally intended? There is still a shortfall.

Last year only one allocation was made to the Department of Youth, Sport and Recreation in the great southern from Instant Lottery funds. That is terrible. Before that we were receiving dozens of grants under the old system. Another $3 million is coming in; it should have been $5.3 million. We will finish up with one project in the great southern for the last financial year. That worries me greatly because I represent the area.

A great deal of publicity was given to the new $20 million sports complex. I have looked through the Budget papers and I can find no mention of $20 million. Where is the funding to come from? It scares me that the Instant Lottery may have to fund that new institute which is supposed to be built somewhere in Perth. In fact, the weekend before last, one of the newspapers indicated that the university was looking at an agreement for the right to establish that complex on its grounds. I do not know how far that has gone, but I can find no mention of it in the Budget.

Hon. J. M. Berinson: It will be coming out of loan funds, not lottery funds.

Hon. TOM KNIGHT: It has been indicated there is nothing in this year's Budget, so in other words it is a long-range project.

Hon. J. M. Berinson: Expenditure in the current year will be fairly small because of the time needed to crank up the actual building.

Hon. TOM KNIGHT: I believe, as my Leader said, that we need a few more answers and a bit more background before I will be happy to give the Bill my total support. I would like to know what last year's income was. I would like to know what the projected income is for the next year, and I would like to think that the Government would be looking to the idea of increasing that $3 million to each of these sections, because we will then be paying back the money raised for a specific purpose; the purpose for which it was raised.

Debate adjourned, on motion by Hon. Tom Stephens.

ELECTORAL AMENDMENT BILL

Second Reading

Debate resumed from 25 October.

HON. P. G. PENDAL (South Central Metropolitan) [8.46 p.m.]: The Opposition supports this Bill, although not with a great deal of enthusiasm. As was outlined by the Minister, the Bill is intended to introduce a system of enrolments in Western Australia whereby any person who feels that his position might be at risk as a result of his home address being known to the public may make application to the appropriate authorities to have the address removed from the electoral roll.

On the surface, I guess the Government can be commended for attempting to find some solution to the sort of problem which has existed elsewhere in Australia, and in particular, where it has manifested itself by way of attacks on certain members of the judiciary. To that extent, the Opposition compliments the Government for trying to find some solution.

I put it to members, however, that it is probably quite wrong in principle to water down those provisions in any way in any electoral Act, be it Commonwealth or State, whereby variations are made to long-established principles by which every person who is entitled to go on the roll goes on the roll, and that certain information about that person is recorded on the roll as well.

I do not know where one might draw the line, and I do not suggest that the Government has anything further in mind than this, but it seems to me, at least on the matter of principle, something of a bad thing to water down those provisions.

Stronger criticism can probably be made of the Bill, and that is that at best it will be ineffective, and at worst it is a case of legislative tokenism.

I say it is tokenism because it really will not achieve what the Government suggests that it might. In his second reading speech, the Minister said that last year the Commonwealth amended the Federal Act and that we are now being asked in this Parliament to follow suit, whereby the State Act will be similarly amended to allow for the deletion of residential addresses.

However, we do not have before us any evidence that the Government will make a similar move in regard to local government electoral rolls. Earlier this week I took the trouble to check with a number of local government sources and it would appear that, under the Local Government Act, an obligation rests on the municipalities to have not only their rate books, but also their electoral rolls available to the public upon request.

That leads to a rather ludicrous situation where a potential assassin, for example, of a judge, a member of Parliament, or some other figure, who is circumvented in gaining the information he requires by way of the Commonwealth electoral roll, and soon to be circumvented by way of the State electoral roll, simply has to be a little more thorough in his desire to assassinate someone and he does that by consulting the local government electoral roll or the local government rate book.

I return to the criticism that I made a few minutes ago when I suggested it was illogical and

an exercise in tokenism, albeit well-intentioned, to prevent that potential assassin from obtaining the relevant address from the State electoral roll. Members should make no mistake about the fact that we are dealing with potential assassins, because that is implicit in the Minister's second reading speech. The Bill has been introduced to make it impossible for a potential assassin to be aided by way of the Commonwealth and State rolls; but it leaves that obvious gap whereby the person can obtain that information from the local government roll.

In addition, I put it to the House that it is also a little naive to believe that it will make any substantial difference to remove the address of that person who is under threat or who believes himself to be under threat. It is naive to believe that, simply by the removal of his or her name from all the electoral rolls, the problem will be solved.

Hon. J. M. Berinson: Well, no-one is suggesting that.

Hon. P. G. PENDAL: No-one is suggesting that the problem will be solved by that, but it is naive to suggest that it will even help, because if any person is determined enough, if he is unable to rely on Commonwealth and State rolls to obtain his information, he can now not only rely on the local government roll, but also turn to the simple expedient, as many people have done before, of tracing the movements of a public figure. By that means, he can fairly easily establish that person's residential address.

Another example was given to me today. Let us say we have a Mr Justice Smith, and indeed we have. I do not want to wish any harm on him, but I use the example that was used by one of my colleagues today. Suppose Mr Justice Smith applies to the electoral authorities for the deletion of his home address in the belief that the continued publication of his address would put him in some jeopardy. Let us suppose that, as a result, the electoral authorities accept that a Mr Justice Smith is indeed under some threat and, therefore, his address is deleted from the roll. The example given to me today was that the potential assassin would, firstly, have some general guess as to the domicile of a person who is a Supreme Court, District Court, or Family Court judge.

If one then opened the electoral roll, it would be a reasonable bet, or at least a starting point, to say that the Smith who one wanted was the Smith alongside whose name there was a blank. Therefore, it would be a simple way for the person intending to cause havoc in the community to track down that person's address.

Hon. Tom Stephens: Where do you say he goes after that?

Hon. P. G. PENDAL: He goes to the municipal roll.

Hon. Tom. Stephens: But the municipal roll relies on the information contained on the State enrolment cards.

Hon. P. G. PENDAL: I would suggest that Hon. Tom Stephens ought to do a little more checking. I would be most interested to obtain the assurance from him when he makes his speech that what I am saying is incorrect, because, on the contrary, the inquiries I have made within local government circles on this point suggest quite strongly that what I am saying is correct.

Hon. Tom Stephens: It was the case, but it will no longer be the case since we moved those amendments.

Several members interjected.

Hon. P. H. Wells: The address is on the rate book.

Hon. P. G. PENDAL: As Hon. Peter Wells has rightly interjected, and as I mentioned a few minutes ago, and I was told as late as Sunday night, the address can be obtained from the rate book and the local government electoral roll.

Hon. Garry Kelly: Those documents are not nearly as accessible as the State electoral roll.

Hon. P. G. PENDAL: On the contrary, I am told both those documents are available to the public on request.

Hon. Garry Kelly: I know, but they are not as accessible as the State electoral roll.

Hon. P. G. PENDAL: If we are talking about accessibility, I guess it means that the person intending to cause harm to a public figure might have to wait until 9.00 a.m. on a Monday for the municipal office to open in order that he may begin the dastardly task of assassinating someone.

Hon. Garry Kelly: Is that a reason for not doing it to the State roll?

Hon. P. G. PENDAL: What I am saying is that it becomes a gesture or mere tokenism on the part of the legislature to suggest that this will have a substantial or even meaningful impact on the problem that the Attorneys General, Federal and State, have identified.

Several members interjected.

Hon. P. G. PENDAL: As late as 15 minutes ago we saw an incident in this Chamber—I am not putting it into this category—where someone quite easily broke security. It is not difficult to do that, particularly in a community such as ours where, by their very natures, Australians tends to be

rather casual about these things. Of course, the New South Welshmen were rather casual until some of those major catastrophes occurred in respect of Family Court judges some months ago. Therefore, in answer to the member, no, the Opposition is not complaining that the the Government in this State is attempting to solve the problem.

Indeed, I acknowledged at the beginning of my speech that the Government needed to be commended, at least for entertaining ideas as to how a solution might be found. I repeat for the third time, because of the interjections that came from one member, that it is not good enough to put up token legislation and then to parade it to the people, and indeed, lead people into a belief that their security is guarded more closely than is the case in reality. I suggest that the Government should go back and think that matter out a little more clearly. We do not intend to oppose the Bill, but regrettably it is a case of drawing to the Government's attention some major deficiencies in a piece of legislation even before it is within sight of being passed.

HON. J. M. BERINSON (North Central Metropolitan—Attorney General) [9.01 p.m.]: This is a very small Bill with very limited objectives. No-one would suggest that even its limited aims are guaranteed to be achieved. To that extent one could go part of the way with Mr Pendal's criticisms about it being illogical and an example of tokenism and, in a sense, naive. His account, to the extent that it did involve valid considerations, makes fairly depressing listening. The truth is that no-one has a solution to this problem, and whatever remedies are proposed are at best partial remedies. No-one can suggest that any one, or even any combination of measures, will be capable of stopping someone dedicated to the sort of violence that emerged in New South Wales in relation to the Family Court of Australia. The problem with going too far down that track, if I might suggest this to Mr Pendal, is that one ends up in a state of paralysis. Since nothing will solve the problem, we should not even work at such parts of it which are amenable to improvement!

The same thing could be said about increased police patrols which of course will not guarantee that a person will not be attacked. Increased police patrols were operating at the time the most recent attack took place on a judge's home in New South Wales. However, the fact that the police cannot be there all the time is no argument for saying that police patrols should not be increased. We must improve our security measures as best we can, and if even a small contribution can be made by simply making it less easy for people to prepare for activities of this nature, then by all means, we should do that.

Nothing in this Bill is meant to suggest more than that very limited exercise and very limited aim. I add only to that, the fact that the suggestion that the deletion of these names from the roll did not come from the Government itself. It originated from consultation between certain judges in the Eastern States, and the police, and security forces who were assigned to developing better measures for the protection of some people. We were asked to implement the provision and that is what we are doing.

The question of analogous information being readily available through local government is something that can perhaps be considered separately. I will draw that matter to the attention of the Minister for Local Government.

Question put and passed.

Bill read a second time.

In Committee, etc.

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

Third Reading

Bill read a third time, on motion by Hon. J. M. Berinson (Attorney General), and passed.

CREDIT BILL

In Committee

Debate resumed from an earlier stage of the sitting. The Deputy Chairman of Committees (Hon. P. H. Lockyer) in the Chair; Hon. Peter Dowding (Minister for Consumer Affairs) in charge of the Bill.

Clause 1: Short title—

Progress was reported after the clause had been partly considered.

Hon. P. H. WELLS: Prior to our reporting progress on this Bill to enable the Minister to accommodate a previous engagement, the Minister raised a number of points which I felt needed to be spelt out in connection with my statement that I felt, as the people of Western Australia had not had the opportunity to examine this Bill, it should be delayed. Also, I stated the Minister had provided sufficient time to the Opposition. I think the point needs to be clarified about the number of people the Government has consulted with. I would be interested to know what people the Government has been in consultation with be-

cause, unlike what the Minister said, we are not arguing that the Bill should have gone to either group.

The Law Society seems to be the major body in this State to which most of the retail, commercial, and associated groups, are plugged into. The Law Society was not consulted other than to be told that the Bill was to be brought forward. The Perth Chamber of Commerce is plugged into the Law Society, and it is not a small group. It was not consulted. The Confederation of Western Australian Industry is plugged into this case. I wonder which groups were consulted.

I suppose the Australian Finance Conference did its best in the Eastern States, and to a degree it was probably the major body involved in the consultation. As I mentioned previously, Western Australian people have not been involved in putting this Bill together, so there is an argument that those people have been denied enough time to complete that study.

The second argument put forward was that previous experience has shown that no Bill has been available for as long as has this Bill, and it has been said that when we were in Government we did not provide that much time. I point out that it is a precedent of the current and the previous Governments, on a whole host of complex Bills, to provide sufficient time to enable them to be looked into. Noise abatement was a major piece of legislation and a period in excess of 100 days was allowed for examination.

The workers' compensation legislation was one of the Bills which was allowed a large amount of time in this Chamber. I made a list of about 15 Bills for which a large amount of time was allowed. It is incorrect of the Minister to say it is not the case that complex legislation brought to this place by the Opposition when in Government or the current Government, are not put on the Table of the House specifically for the reasons I have put forward. That precedent has been established. I do not deny the Minister has provided adequate and reasonable time for the Opposition, but he has not provided time for the major groups in the State to consider the Bill. It may need some fine tuning.

I do not oppose the legislation, and I said I welcomed the uniform provision of this type of legislation. I do protest that reference is made to our drumming up business at public meetings. That is a total lie. The groups which have been approached by the Opposition are the WA Chamber of Commerce and Industry, the Confederation of Western Australian Industry (Inc.), and a number of those types of organisations, including the Farm Machinery Dealers Association.

In my area I disseminated copies of the second reading speech on the New South Wales Bill to try to lay the groundwork. Most of those groups in discussion and a lot of retail people I approached directly, indicated they would be looking to bodies such as the Law Society because they did not have the resources to study a Bill of this complexity. It is only because the Bill is complex that I believe the Chamber should have before it the benefit of the views of bodies like the Law Society.

We may pass legislation which will result in the Minister in the Legislative Assembly making amendments and the Bill being brought back here quite unnecessarily. We could be going on with other legislation and deal with these matters next week after we have received advice from an expert group such as the Law Society. The Minister says we can amend the Bill in the Assembly, but it will then have to come back here to be debated. That is doing the job twice and the Minister is misleading the Chamber in saying there is no precedent, because one Bill was allowed more than 100 days—I think it was 153—before it was debated by the Chamber.

Clause put and passed.

Clauses 2 to 4 put and passed.

Clause 5: Interpretation—

Hon. A. A. LEWIS: I thank the Minister for his notes. Unfortunately, I have not had all that much time to go through them so the Minister may not be able to proceed at the speed which I had hoped might be possible.

I refer to the definition of "credit provider" on page 11 of the Bill. I have asked questions as to how this definition sits with people who are providing credit when selling machines over, say, a six or eight-month period. The answer I received was that such a sale would be a credit sale contract under the definition of "credit sale contract". That part of the Bill says that a charge is made for the provision of credit, and it goes on in paragraph (b) to say that the amount payable by the debtor is not required to be paid within the period of four months after credit is provided under the contract.

The example I gave the Minister in the second reading debate was that of a machine being sold by a dealer. I will use the example of a farm machine rather than something like motor cars. Let us say a farmer buys a header for $20 000. It may be in April or May one year and the dealer says "Okay, you can have it for $18 000 cash or you can give me $20 000 for it in February". I guess in some way that bloke is a credit provider. Is he caught up in this provision or can he still go on under this Bill and make those sorts of deals? I suppose that if one wanted to bypass the law, the

dealer and the farmer could say "Run off, Buster, we have agreed to $20 000". But if the dealer was hammered into the ground as dealers usually are for a cash sale, the purchaser could get the header for $18 000 cash at the time. I do not believe the provisions of paragraphs (a) and (b) cover that situation. If the Minister can explain how they do cover that situation I will be pleased to hear it.

Hon. PETER DOWDING: In that situation a person is a credit provider if he is providing credit under a contract in the course of a businesss carried on by him or in relation to a proposed credit contract. A credit contract means a credit sale contract. A credit sale contract is a contract for the sale of goods or services where credit is to be provided and one of three conditions applies: Either a charge is made for the provision of credit, or the amount payable is not required to be paid within the period of four months, or the amount payable may be paid by instalments, five or more, or by deposit and four or more instalments. If those circumstances exist, that person is a credit provider and is caught by the Act.

I do not know whether, to use Mr Lewis' example, a machinery dealer who says he is willing to give a discount for cash as opposed to an arrangement for payment over a period comes within that provision. I cannot give a definitive answer, but it would seem to me that would not be a charge for the provision of credit; it would be a discount for the provision of immediate cash. If the agreement comes under either paragraph (b) or (c) in terms of the period for payment and the manner of payment, that person would be a credit provider.

Hon. A. A. LEWIS: I am part way in understanding what the Minister is saying, but I do not think he understands me.

Hon. Peter Dowding: That is possible.

Hon. A. A. LEWIS: I am sorry about that. I can read exactly what he started off with in the Bill. I understand from that what he is saying.

Paragraph (c) has nothing to do with this argument because we are not talking about instalments.

Mr Gayfer may come to me in June and see a second-hand header sitting in my yard. He asks me what I will take for the header and I say, "Cash, 18 grand, but if you like you can give me 20 grand in February". That is in over four months' time. I could say that it will cost 20 grand, and I will give a discount for cash. However, usually all machinery deals are signed up on an order whenever the deals are made. Nowadays, with the complete muck-up of the rural areas because of legislation introduced by both Governments, nobody knows where they stand. We used to sell machinery on word of mouth and a nod of the head. Mr Deputy Chairman (Hon. P. H. Lockyer) you remember when a man's word was good enough. I wonder whether the person providing that credit will be a credit provider.

Hon. PETER DOWDING: He will be, if, in the course of his business, he is providing credit, if he is entering into credit sale contracts which are defined in the legislation, and if they are contracts in which either a charge is made for the provision of credit or the amount payable is deferred and not required to be paid within a period of four months after the provision of the credit, or if there is a deposit.

Hon. A. A. Lewis: I can understand that.

Hon. PETER DOWDING: I can understand it, too, but it does not seem that we are getting anywhere. Credit is any form of financial accommodation. In those circumstances, it is an agreement between a dealer and a purchaser. That credit sale contract is covered by the provisions of this Bill and the person carrying on that business is a credit provider. The Bill requires that a business be licensed if that person is providing the credit. If the business is run as a credit provider, the scheme of this Bill is that the business must become licensed. If it is simply acting as an agent of a credit provider, where the finance is provided by a hire-purchase company or by a credit provider—to be a bit of a tautologist—the dealer who is providing the credit and the credit sale contract—that is, the contract which meets one of the three profiles—is a provider within the meaning of the Bill.

That is not an horrendous situation if that is the nature of the business. The dealer simply becomes licensed in that capacity. That is part of the commercial structure of this legislation, a structure which we are seeking to maintain on a uniform basis together with New South Wales and Victoria.

The person, in those circumstances, is a credit provider. I will have to rely on Mr Lewis to give me the detail of the way in which these deals are structured. However, if that is the pattern of the commercial conduct, those people will be required to be licensed.

Hon. A. A. LEWIS: I understand the Minister and I thank him because it is now clear in my mind. I am extremely worried about farm machinery dealers and the costs to those dealers. I do not believe they will want to enter into this sort of nonsense. The cost to the farming community—the Mr Gayfers of this world—will be very heavy because they will not be able to do these sorts of deals.

The Minister has helped me to understand these provisions by explaining them to me. I believe that the average dealer will shudder and shy away from those sorts of deals.

One of the reasons I brought this matter up is that I have spoken to dealer organisations in the Eastern States about this type of legislation and I have been told that, commercially, it is pretty devastating. I think it will have an horrific effect on the dealership industry.

Hon. PETER DOWDING: Given the good grace of the Opposition and the passage of this legislation through both Houses of Parliament, and the Governor's assenting to it, I would like to see a reasonably long period between its passage and its final proclamation because I think a section of the community will not be able to understand the legislation and will need to have the sort of consultation that Hon. Peter Wells was talking about. However, where there are individual deals and long-standing trade practices that are perhaps inappropriately caught by the legislation, then it has its own in-built triggers to avoid those types of deals.

If the member looks at the words which follow the three subclauses, he will see the words, "A credit sale contract does not include a contract of a class or description of contract prescribed as being credit sales contracts that are not credit sales contracts within the meaning of the Act". In other words, one has the ability to define out a particular set of contracts. It may be that Hon. Sandy Lewis has hit upon one of those types of contracts. That may be an area to which we should apply an exemption from the legislation if all the circumstances are appropriate for that exemption to be applied. I make it clear to members that, on any occasion in the course of this debate that we find there is a justified ground for providing that exemption, we will so do. If, on examination, there is a particular type of business caught up by this legislation and it is inappropriate for it to be caught up, then it can be avoided. There is power, under clause 19, for that action to be taken. It states—

> The Governor may, by order published in the *Government Gazette*, declare that the provisions of this Act, or such of those provisions as are specified in the order—
>
> (a) do not have effect in relation to a specified person or to a specified class of persons;
>
> (b) have effect in relation to a specified person or to a specified class of persons to such extent as is specified;

That gives the machinery dealer power to avoid any problem that might be thrown up by the implementation of what is a major new credit law. I am more than happy to give an undertaking to the Chamber that if one such example is demonstrated, either in the period prior to the implementation of the legislation or after it—because it will be under review on an ongoing basis—those clauses are available to the Government of the day to meet any need that might be identified.

Hon. A. A. LEWIS: I thank the Minister for his comments. We are getting somewhere slowly. I cannot for the life of me see why the Bill could not be discussed with the Minister's officers and people for example from the automobile industry, the chamber of commerce, and the farm machinery association, who are dealing with these types of things all the time, before we hasten on with it. I have probably highlighted only a few of the problems which could arise. I take the Minister's assurance in the good faith in which it was offered, but I am extremely concerned that we shall get this Bill through with all the good officers mentioned before and there will be all hell to pay trying to go out and explain it. It would be better if the officers went out into the field and explained it to people and received their comments on it first.

The commercial section, the suppliers of goods, has not had a fair go on this. Earlier today we talked about the length of time that had been allowed and I shall not go into that further. The day after the Bill was brought into the Chamber I gave a copy of it to 15 businessmen. They each had a quick look at it, but as yet not one has been back to me with any final comments. They cannot understand the Bill. They are simple businessmen, but I suppose their average turnover is in the range of $12 to 14 million a year. People with that type of turnover are not usually dumdums. If they cannot understand the legislation, how can people further down the line be expected to understand it?

I will not implore the Minister to do anything, but I wonder what is his argument with regard to these people having a sufficient period to consider the Bill. It could be taken through to the end of the Committee stage and it could be left without being reported. In that way we could recommit the clauses if we found the supply industry had some problems.

Hon. PETER DOWDING: It really comes down to this. Mr Lewis has a substantial connection with one section of the community and he has had contact with 15 business people who found it difficult to understand the Bill. I understand that

argument. However, we are working on a macro as opposed to a micro level. My department has been engaged for months with discussions, using the New South Wales legislation as a model, with all sorts of industry groups and other organisations. Within those industry groups one may well find people who have not taken it to their wider committees or parent bodies. However, there is only so much contact one can have on the macro level and that consultation has been going on over an extended time. Once the legislation is through it is time to deal with the matter on a micro level: that is, the individual people who will be affected by this legislation and who have to obey it. I refer to shopkeepers, credit providers, and so forth, who will have to come to grips with the legislation. It will be the Government's responsibility to assist in that process.

I do not believe we can cure all of the problems prior to the implementation of the legislation.

Hon. A. A. Lewis: I agreee with that.

Hon. PETER DOWDING: It is a major new piece of legislation. The Hire-Purchase Act of 1960 introduced a whole range of new provisions which required as I recall, being a student at law school, the best part of 12 months to study. I still did not come to grips with it. That was a major piece of legislation and it took many months if not years to understand.

Hon. P. H. Wells: If you could not understand it, do you understand my problem?

Hon. PETER DOWDING: Honourable members know perfectly well that it is not an easy task to come to grips with a complex piece of legislation, but one only needs to know so much about that legislation. It is the Government's job to explain as best it can those areas which present the problems. The Government must accept responsibility for ensuring that people are aware of their obligations.

I do not want to delay the Chamber, but I cannot accept as a matter of principle that the Opposition when in Government or this Government should require consultation on that micro level on an individual basis to ensure that everyone in the State understands potential obligations before introducing the legislation. It is important we understand that with this piece of legislation, whichever Government is in power, we would have an obligation to alter, or to prescribe or proclaim exceptions to as problems are demonstrated within the new structure. The new structure is a broad one intended to cover all credit law and we shall undoubtedly find in that new structure individual sets of problems. That is why clause 19 has been included. Already in New South Wales, now that it is going through that micro analysis, problems are being thrown up by groups of people saying, "Our practice is to do this, how should we do it?" That can be dealt with by the exemption clause which does not require amendment to the Act.

I cannot give the Opposition any more of an undertaking than that. We shall be reporting progress undoubtedly at some stage down the track tonight and the Committee stage obviously will be pursued as far as we can. Quite clearly we shall be involved in this stage for a long time.

When all of that is done and the legislation is passed there will be a period when this micro consultation can throw up problems which can be addressed before the legislation is proclaimed.

I am sorry I cannot give the Opposition any greater comfort than that. Frankly, I think the policy we are pursuing is the same as, if not a softer policy than, that pursued when the Opposition occupied these benches. I am sure that in general the principle of getting the legislation up and running is the only practical way of dealing with it. I give an undertaking that Mr Lewis' particular problem will be addressed and we shall have full consultation with the affected groups for any exemptions under clause 19.

Hon. A. A. LEWIS: I thank the Minister for his assurance. He said that there had been macro consultation. However, I am the State and national secretary of an organisation that is doing $1.2 billion worth of hire-purchase and other transactions a year. Obviously that is not macro to his department. What consultations has it had with the dealer groups? That is what I want the Minister to answer. What consultations has it had with the automobile dealers organisation, the Farm Machinery Dealers Association, and those people who are using the credit system all the time?

I believe, and I am not being critical, that all the dealings have been done with the finance conference people and not with the suppliers. The Minister can tell me I am wrong, but I would like to know with whom he has been dealing.

Hon. PETER DOWDING: A whole range of groups has been consulted, but with all due respect the farm machinery dealers are not major suppliers of credit. The credit they supply is supplied through credit providers and they are the agents of those credit providers. Perhaps it is that I am mistaken and in fact they provide a great deal of credit, but is their situation any different from the situation of any other person engaged in commerce? If it is, then this does provide a unique opportunity for us to use the exemption clauses, and they will be used.

Hon. A. A. LEWIS: I think the credit providers are different. Anyone who has been involved in commerce—city or country—would know the difference. Talk to some of the country lawyers and see how quickly they get their bills paid. There is a great difference in commerce, and when the Minister talks about "macro" he says a great number of people had been consulted, but he has not told us who they are.

I am not going to get up again, because it is obvious the Minister does not know who has been contacted in the supplier world. If the Minister had known that, he would have told me that the AADA, the FMDA, the WAACC, or any of these groups have been contacted. To my knowledge not one of those groups was contacted and whether they are credit providers or linked credit providers, they will now be both.

The DEPUTY CHAIRMAN (Hon. P. H. Lockyer): Order! I remind members that it is unparliamentary to pass between a person who is speaking and the Chair.

Hon. A. A. LEWIS: It seems to me that these are the particular people offering credit or going to be linked to credit providers.

Hon. Peter Dowding: They will not be linked credit providers.

Hon. A. A. LEWIS: They will be both as I understand it. Is the Minister's explanation right when he says that they are going to be both? The Minister and his adviser, and six or seven other people, ought to be locked in a room—and I know the Minister would love this—for a day and a half or two days, so all these things can be thrashed out. Perhaps then we would be told the legal implications. We should know where we are going, but at the same time, we are writing guidelines for the people who have to come after us. Everyone needs to get the whole picture clear—the Minister certainly has not got the trading aspect clear in his mind! He has the legal aspects clear in his mind—I am sure far better than I have. The Minister certainly has not yet comprehended the trading part of it, and the trading part is more important than the legal part; that is because I like trading and the Minister likes law. The Minister has not told us who has been consulted, and that is what I want to know.

Clause put and passed.

Clauses 6 and 7 put and passed.

The DEPUTY CHAIRMAN (Hon. P. H. Lockyer): I am very keen to see that every member has his opportunity here.

Hon. A. A. Lewis: Well we are not.

The DEPUTY CHAIRMAN: I would remind Hon. A. A. Lewis that comments like that reflect on the Chair and I ask him to desist from making them. If the member is questioning clause 5, I remind him that I put the question on that clause twice to make sure members had the opportunity to know what they were doing. The first time I called the clause there was no answer at all, so I put the question again, quite correctly, and it was passed on the voices.

Clauses 8 to 11 put and passed.

Clause 12: Tied contracts—

Hon. A. A. LEWIS: I am sorry I am being so slow, but unfortunately I only went so far with the notes the Minister gave me.

The DEPUTY CHAIRMAN: The member has as much time as he needs.

Hon. A. A. LEWIS: Thank you. Tied loan contracts relate to credit providers entering into loan contracts. I want to know whether this is the same sort of case we were discussing earlier with credit providers. Using the same example, is that a tied loan contract, or is it only a tied credit contract as I raised with the Minister before?

Hon. PETER DOWDING: There is a tied loan contract, not a tied credit contract. The tied loan contract moves towards a linked credit provider. When we get to clause 24, the member will have an opportunity to raise the issue of linked credit providers and the relationship with a tied loan contract.

Hon. P. H. WELLS: Is leasing excluded from this situation or are lease arrangements tied up with credit provisions? If so, where are they covered? If they were tied up under the contract of sale, the goods would transfer with the first payment, not as the present arrangement with lease contracts, where a person ends up having to meet a residual value and the leasing company owns the goods until the end.

Hon. PETER DOWDING: If the question was, "Is a commercial leasing agreement caught or excluded?" the answer is that it is excluded.

Hon. P. H. WELLS: If I decide to buy a vehicle on a lease arrangement, am I caught under the ambit of this contract of sale? If not, is the lease called a "credit contract sale"?

Hon. PETER DOWDING: The fundamental point about this legislation is that it does away with the variety of hire purchase, or lease purchase—whatever we might call them—arrangements, and instead provides a set of laws governing the provision of credit, either by way of a credit sale contract or a credit loan contract. It does not matter what title is given; if it falls within

the definitions clause which we have already covered, it is caught unless it is excluded. The contract for the hiring of goods is caught, unless it is excluded, by clause 13.

All of those are very detailed expressions, including the provision in 13(1)(b), where under the contract the person to whom the goods are hired has a right, obligation, or option to purchase the goods. If it falls within that sort of definition it is caught; it is deemed to be a credit contract.

What I would like members to understand—particularly Hon. Peter Wells who, by his question, clearly does not understand—is that the old terms are no longer appropriate for this debate. The question is, how, in the position of the acquisition of a title of credit, has the obligation been set up? Has it been set up by means of a credit loan contract or a credit sale contract? If it has, it is caught by the legislation; if it has not, it is not caught. It no longer matters what we call it, because those old names are out the door unless it is a hire purchase contract with all sorts of exclusions which are all nominated in the next clause; it really has no relevance to clause 12. I urge members to abandon their concentration on headings when talking about the old style of credit provision, and instead look at the elements of the contract; that is what is critical.

Clause put and passed.

Clause 13: Contracts for hiring of goods—

Hon. P. H. WELLS: If we are not to use current terminology, how are we to understand this legislation?

Subclause (1)(b) provides that a contract for the hiring of goods shall be deemed a credit sale contract if under the contract the person to whom the goods are hired has a right, obligation, or option to purchase the goods.

Under a lease agreement there is no right or option to buy; there is a very loose arrangement where a person can have that, but there is no legal right.

Hon. Peter Dowding: There is an option.

Hon. P. H. WELLS: There is no option, and I checked on this today. Under a lease arrangement for a vehicle there is no legal option for a person to buy the vehicle. Therefore, subclause (1)(b) does not provide a person with the right of purchase, only a residue value. There is a gentleman's agreement in the industry that the person who takes out the lease can buy the vehicle at the residual value. I say this because, inadvertently, some people opt to use this method of financing their vehicle because it has certain taxation advantages.

Hon. Peter Dowding: That is caught by 13(2)(b).

Hon. P. H. WELLS: The Minister previously referred me to subclause (1)(b). I was posing the question of perhaps a member of Parliament leasing a vehicle; it could be his current method of financing the vehicle, in which case there is a legal agreement that does not give him the right to purchase the vehicle. Is that caught up as a credit contract sale under the definitions of this Bill?

Hon. PETER DOWDING: I am really not sure what the member is asking. Clause 13 provides for a contract for the hire of goods, so it is not a contract where the title of the goods passes to the purchaser on the face of it; it is deemed to be a credit sale contract if it falls within the perimeters set out in (1)(a) and (b); that is, it primarily fits a certain profile and then, under the contract, the person to whom the goods are hired has a right, obligation or option to purchase them.

I appreciate that this is complex, Mr Wells, but a contract for the hire of goods is deemed a credit sale contract if it then fits a certain profile; and there is this issue of the goods being affixed to land with no capability of redelivery. That makes sense because, quite obviously, it is within the mind of the credit provider that the goods, since they cannot be redelivered, are involved in some sort of purchase intention and that there would never be a redelivery.

Subclause (1)(b) then talks about a more subjective view of a contract: that is, one where there is a reasonable inference or a preparedness to negotiate the sale. Whereas it may not spell it out in the contract, if a person leases a motor vehicle from a company called Budget Rentacars, quite clearly it would be shown that it would not be one of those circumstances where a person would be intending to retain possession of the vehicle, or have the right to acquire the possession as of right, or as of some commercial practice.

But where the supplier acts in such a manner that the person to whom the goods are hired can reasonably infer that the supplier is willing to negotiate or considering after a reasonable time after the contract is in force the negotiation of the sale of the goods and expects that the person to whom the goods are hired will negotiate the purchase, or where it is agreed that the contract can continue for a period for a nominal consideration, in all those circumstances it becomes a credit sale contract and, therefore, is caught by the legislation. I think that meets the case which Mr Wells mentioned, and which will be caught under it.

Hon P. H. WELLS: I think that now the Minister's explanation is acceptable. The Minister's ex-

planation indicates that the agreements that are currently known within the area of the leasing of vehicles, will be caught up in this Bill so far as credit contracts are concerned. A direct effect of this Bill and the Commonwealth Act, because of the change of that contract, could well be that taxation advantages presently enjoyed by people under leasing arrangements will come into jeopardy. It is probably not an area to which the State Government has to give some consideration, but some questions have been raised that the change of status under this Bill will have that indirect effect on a lot of people in the small business area.

Hon. PETER DOWDING: That problem is met by the provisions of subclause (4) which specifically excludes the application of this clause where it has that commercial implication about which the member was concerned.

Hon. A. A. LEWIS: I refer the Minister to subclause (2). I would like him to explain this. I understand (2) (a) which states that the contract provides, or it is reasonably likely having regard to the nature of the goods, that the goods are, or are to be, affixed to land or to other goods and the goods are not, or when so affixed would not be reasonably capable of being re-delivered to the supplier.

I can understand that with my rural background. I presume that means things like a shearing plant that one would normally not expect to pull out and re-deliver to the supplier. Then, subclause (2) (b) says that before the contract is made, the supplier virtually says he is willing to part with the goods at the end of the lease period. Then we come to subclause (2) (c) after paragraph (b) (ii) ends with the word "or". Paragraph (c) states that before the contract is made in (b), it is agreed that the person to whom the goods are hired may continue the contract for a nominal consideration—my first question is: What is a "nominal consideration"?—for a period that exceeds, or for two or more periods that together exceed the period of two years, after the expiration of the original term of the contract for the hiring. I want to know the reason "two years" is included in this clause and what a "nominal consideration" is. I would have thought that one would just rewrite another contract when the hiring agreement was finished.

Hon. PETER DOWDING: Yes, that clause is inserted to catch the situation where a party is deliberately seeking to set up a contract to avoid the provisions of this legislation. One simple mechanism for doing so would be to say that at the expiration of the period of hiring, what would otherwise be a credit sale contract, the hirer may retain the goods for an indefinite period, or for a two-year period, or whatever, at a peppercorn rental, or, say in a credit contract, on payment of $200 forthwith. I do not want to limit it by making a reference to any amount. However, the words "nominal consideration" are included to cover where there is an intention to write a contract, which effectively gives the hirer the ownership of the goods at the end of the term, but creates an artificially and purported ongoing hiring situation without any factual basis for that and where in reality it is a transfer of the ownership of the goods.

Hon. A. A. LEWIS: The way I read it I think it is exactly the reverse. I understand what the Minister is at, but if he reads this carefully he may find it is doing exactly the reverse of what he wants.

It is all right for him to shake his head.

Subclause (2) begins by saying that a contract for the hiring of goods shall be deemed to be a credit sale contract if the cash price of the goods is not more than $20 000 or the goods comprise a commercial vehicle or farm machinery. The contract provides for affixed goods and before the contract is made, the supplier acts in such a manner that the person to whom the goods are hired, etcetera. Those two provisions say that the supplier will sell them and expects, or in the circumstances ought reasonably to expect, that the person to whom the goods are hired will negotiate the purchase by him of the goods or of goods of such a similar value and description. It then goes on with the words "before the contract is made, it is agreed". This is just a hunch, because I am not a legal man but, I think that is doing exactly the opposite to what the Minister requires, because there is a provision for a "nominal consideration", for another "two years", after the expiration of contract for hiring.

Hon. PETER DOWDING: The member may well believe this is doing the opposite to what I think it is doing, but I do not think it is doing the opposite to what I think it is doing. This clause sets up three criteria. If any one of those three criteria is met, then despite appearances to the contrary, it is caught by the Act—either (a) which refers to the nature of the goods; (b) which refers to the presumed intention of the parties to the contract; or (c) where there is a contract which is, or purports to be an extension of a lease situation, but which on analysis is not. In any of those situations we might get a contract which might pretend to be caught, but it is being caught, having complied with the requirements of the Act. The member will understand what it is doing. This is an attempt to cover—

Hon. A. A. Lewis: I know what it is trying to do.

Hon. PETER DOWDING: Let me say what we are trying to do. This is an attempt to cover the field. If a person has goods which are not of a nature where he could accept redelivery, then it becomes a credit sale contract. Where he has a transaction in which there are certain conclusions to be drawn by the commercial nature of the contract, then it is caught. Where there is a contract which runs on for a period and then has a continuation without an apparent transfer of title, but with, what is in reality, only a nominal non-transfer of title, then that is caught as well and that is what the legislation is intended to do.

Hon. A. A. LEWIS: I will read slowly to the Minister. Subclause (2) states—

> A contract for the hiring of goods shall be deemed to be a credit sale contract if the cash price of the goods at the time the contract is made is not more than $20 000 or the goods are a commercial vehicle or farm machinery and—
>
> . . .
>
> (c) before the contract is made, it is agreed that the person to whom the goods are hired may continue the contract for a nominal consideration for a period that exceeds, or for 2 or more periods that together exceed, the period of 2 years after the expiration of the original term of the contract for the hiring.

I do not think I have to take paragraphs (a) and (b) into these considerations because I read the introduction to the subclause and went straight to paragraph (c) which reads to me that it is a credit sale contract right from the start even with the nominal considerations. It is a credit sale contract.

Hon. Peter Dowding: Yes; it is where the contract continues with the nominal payment. The nominal payment comes at the end of the contract. The contract continues with that nominal consideration.

Hon. A. A. LEWIS: I will not argue with the Minister any more because he knows. However, it seems to me that the paragraph does exactly the reverse of what he is telling me. I will bow to his superior knowledge.

Hon. NEIL OLIVER: I have been listening to the Minister on this matter and when he mentioned that ownership passes. How could that occur when, in fact, he is talking about a residual amount and a nominal amount and so it is paid out at the end of a period or for two or more periods that together exceed the period of two years after the expiration of the original term of the contract for hiring. Under a credit contract, how does ownership pass to a person when the full amount of the contract has not expired because it is obvious that there is a residual amount when it is agreed that the contract may continue for another period? How does the ownership pass?

Hon. PETER DOWDING: If the contract is deemed to be a credit sale contract, the consequences are set out in subclause (3), which, in paragraph (e), defined the point at which the property passes. In other words, what happens is that if there is an agreement which is caught by this clause and is deemed to be a credit sale contract, the consequences, including the transfer of the property in the chattel, are set out in that clause.

Hon. P. H. WELLS: What effect does subclause (3) (e) have on the Hire-Purchase Act? Am I correct in assuming that, within this Bill, the hire-purchase provisions have been totally taken out. This has been left only for those arrangements that are not caught up by this subclause. How does subclause (3) (e) sit within the Hire-Purchase Act after this Bill is passed?

Hon. PETER DOWDING: The point is that, for the transactions that we have been extensively examining in the definition clauses, we have examined those areas in which contracts are within the purview of this piece of legislation. Those contracts which are expressed to be caught by this legislation or those contracts which are caught by virtue of clause 13, are no longer affected by the Hire-Purchase Act.

Hon. A. A. LEWIS: Is clause 13(3)(g) a natural follow-on from clause 13 (2) (c)?

Hon. PETER DOWDING: If the member reads the previous paragraphs (e), (f), and (g), he will see the consequences of the transaction as being a credit sale contract. In other words, it is a sale, not a hiring, and those are the consequences of it.

Hon. A. A. LEWIS: Subclause (3) which we disagree about uses the words "Where a contract for the hiring of the goods is by this section deemed to be a credit sale contract." The Minister says that subclause (2) (c) deems it to be a credit sale contract despite the wording. What he means to say is that if there is a fiddle at the end of the hire and there is a deal done between supplier and purchaser, then, for a nominal payment, another couple of years can be added on to the life of the contract and the contract for hiring ceases and becomes a credit sale contract at the end of that period. Is that not so?

Hon. Peter Dowding: No, it is a credit sale contract right at the beginning. If it is part of the original agreement that that should occur, it is a credit sale contract for *ab initio*.

Hon. A. A. LEWIS: Is the Minister sure that he and his adviser agree? I would hate them to get out of kilter because this is reasonably important. This is what we have been trying to get at all the way through, and why we feel subclause (2) (c) is written the wrong way, and why I compared it with subclause (3) (g) which I believe is written the right way.

Hon. PETER DOWDING: I hope the honourable member will take it that any conversations between my departmental adviser and myself have nothing to do with anyone else except me. I can assure the honourable member that I am in charge of the running and will continue to do so.

Hon. P. H. Wells: You are not doing very well.

Hon. PETER DOWDING: I am not doing very well in convincing members that what is written in the Bill is what is meant.

Under the Bill, a person who looks at the contract can make a judgment about whether it may be described as being in the category of subclauses (1), (2), or (3). If the contract meets any of those criteria it is a credit sale contract. Regardless of what is written at the back of the form, the legal rights and obligations of the parties concerned are laid down in subclause (3). Subclause (3) states *inter alia* that if a person has a credit sale agreement which is deemed by the Statute to be disposed of, then anything set out in that subclause is void.

Hon. A. A. LEWIS: The Minister will have to live with it. I feel sorry for him because I think he is wrong. This Bill, as do many other Bills, refers to farm machinery and as we did not succeed in including a "farm machinery" definition in the Bill, I advise the Chamber that I mentioned to the Minister in my notes that I thought the definition could be tightened up. To use the word "binder" in the definition of farm machinery in this day and age would be like calling nappies, "swaddling clothes".

I refer the Minister to the definition of farm machinery in the Machinery Safety Amendment Bill which was dealt with this afternoon. It makes reference to rural machinery and states that it means, "machinery used within a rural industry". I believe that rather than use the term "harvesters, binders, tractors, ploughs", a definition stating that "farm machinery" means machinery used in the farming industry, could be included in the Bill. The definition of "farm machinery" which is used in this Bill is old-fashioned as is the Minister.

Clause put and passed.

Progress

Progress reported and leave given to sit again at a later stage of the sitting, on motion by Hon. Peter Dowding (Minister for Consumer Affairs).

CREDIT (ADMINISTRATION) BILL

In Committee

The Deputy Chairman of Committees (Hon. John Williams) in the Chair; Hon. Peter Dowding (Minister for Consumer Affairs) in charge of the Bill.

Clause 1 put and passed.

Progress

Progress reported and leave given to sit again, on motion by Hon. Peter Dowding (Minister for Consumer Affairs).

CREDIT BILL

In Committee

Resumed from an earlier stage of the sitting. The Deputy Chairman of Committees (Hon. John Williams) in the Chair; Hon. Peter Dowding (Minister for Consumer Affairs) in charge of the Bill.

Progress was reported after clause 13 had been agreed to.

Clauses 14 to 18 put and passed.

Clause 19: Variation of application of Act—

Hon. P. H. WELLS: This is an incredible clause. The Minister has indicated that it may be necessary for the Government to act quickly to examine specific situations that may develop as a result of the introduction of this Bill.The Bill provides the Executive with almost an open hand in terms of scrutiny because all that is required is that the Executive's intention be published in the *Government Gazette*. There are no means by way of ordinary or subordinate legislation whereby the Parliament may have some check on situations of this kind.

I believe that the Parliament should have the right to provide within the legislation the power to make further regulations, alterations, or to virtually rewrite sections of the Act, in order that there is a right of appeal to the Parliament in terms of having subordinate regulations tabled and members having the ability to move for their disallowance.

It is for that reason that I move an amendment—

Page 35—Insert after subclause (3) the following new subclause to stand as subclause (3A)—

(3A) An order made under this section, including an order that is varied under this section, shall be deemed to be a regulation for the purposes of section 42 of the Interpretation Act 1984 and the provisions of that section shall apply accordingly.

Hon. PETER DOWDING: The Government has some real concern about this proposal. I hope the member will think very carefully before pursuing it.

The first comment I want to make is that this is not a power for the Government to make any amendments to the law, but to provide certain reverse exemptions. It is a power which exists and has been exercised under the Money Lenders Act and the Finance Brokers Control Act.

The real risk with the Opposition's proposal is that if one does this, one introduces commercial uncertainty. What happens where an exemption has been granted, an exemption which is later tabled in this Chamber and disallowed? What is then the status of the business relationship between the people who have entered into those transactions? We are not talking about reciprocity.

Let us assume one entered into a major commercial contract based on the state of the law as it then stands, which has an effect over an extended period. The disallowance will potentially put that commercial transaction at risk. The Parliament has sufficient control over the situation, because it can always amend the Act. In fact, in due course it would be appropriate, where exemptions are introduced, perhaps to put those exemptions together and in due course amend the Act. If one does that, however, on a case by case basis, as is proposed here, one places in jeopardy the ability of the commercial institutions to rely on it. There is a very real risk that by disallowing it one would not necessarily void the contract back to the beginning, but from the moment of the disallowance the party would have to comply with whatever it had been from when it had the exemption.

That may put an entirely different character on the transaction. It may destroy the commercial integrity of the transaction.

It would be a great pity if the Opposition pursued this amendment, because it would effectively scuttle the opportunity for the administration of this legislation to react immediately to the commercial necessities which arise. I make the point to the member that those two pieces of legislation which are already in place, one certainly having been passed by his own Government, do not give the power for disallowance. If the Chamber were dissatisfied with such a move it could amend the Act.

Hon. A. A. Lewis: Nonsense!

Hon. PETER DOWDING: It is not nonsense. The point I make is that one cannot introduce commercial uncertainties.

Several members interjected.

Hon. PETER DOWDING: The member has obviously thought this amendment through very carefully and he will understand the risks it has for commerce.

Hon. P. H. WELLS: The first thing the Minister has done is to recognise our interpretation of this clause. It was not intended as an appeal to the Parliament, and was therefore not to be considered in terms of supporting legislation.

Having decided that, he has put forward a proposition that because, under the Money Lenders Act, section 5A allows a proclamation, therefore we should allow it. Although legislation covering noise abatement and factories and shops does provide for orders, there are specific requirements that such orders must be tabled.

Hon. Peter Dowding: That is different.

Hon. P. H. WELLS: I am trying to understand the argument the Minister has put forward. The Minister has the benefit both of legal experience and of advice concerning the complexity of this legislation. The Minister suggests that by allowing Parliament the ability to disallow, one creates uncertainty which would scuttle the legislation. I want to consider the argument the Minister has put forward, because the legislation we are dealing with is very real, and our amendment certainly is not put forward with the intention of hindering the ability of the Government to operate effectively and quickly.

The argument put to us is that the Government might not act under this clause because of its feeling of uncertainty that it may be disallowed by Parliament. If I follow that argument, the only reason the Government would not act would be because it is frightened that once this provision became public, someone might seek to disallow it because he might think it is wrong. That is what I have been able to grasp in the time I have considered the matter.

Hon. Peter Dowding: Would you like me to give an example?

Hon. P. H. WELLS: I would be happy.

Hon. PETER DOWDING: I do not challenge the member's good faith in moving this amend-

ment; I simply urge him to consider the arguments against it. I welcome the opportunity to amplify my comments.

Before doing so I repeat that under other legislation where this power exists it is not required to be brought forward. Let us look at certain exemptions under the legislation. The Government has indicated, in consultation, that it thinks it is not inappropriate—

Hon. P. H. Wells: Certain exemptions already exist.

Hon. PETER DOWDING: Yes, but it wants specific exemptions in respect of agreements which would otherwise be credit loan agreements. Let us assume that the decision was made to grant them that exemption, and it was proclaimed under this clause. If that exemption were subsequently disallowed, the situation would be that all those contracts would be in breach of the Act. The impact of this is set out in clause 42. One of the impacts of breach is that the person having the credit is not required to pay the credit charges.

So the impact might be that, in respect of a complete class of transactions for which an exemption was granted, but which was subsequently set aside for one reason or another in this Chamber or another place, suddenly we would find that all the agreements would be in breach of the Act and the consequences would be that, under the Act, the banks would not be able to recover the credit charges. That would be an intolerable situation. If there were an argument for not exempting the banks, that is a matter which could be debated in this Chamber and brought up in the appropriate way; but we are talking about reacting to the commercial world, and the banks, among other people, have been very forthright in their views that specific exemptions should be granted. We could not give them those exemptions if there was any sort of uncertainty that those exemptions would be discharged. That is an example which occurs to me immediately. I hope that the member finds that illustrative of the problems I am raising.

Hon. A. A. LEWIS: It is interesting that the banks have been consulted about this. The Minister would not give me an answer in respect of definitions nor about the people who had been consulted about this Bill, apart from the finance conference and banks. I would hope now the Minister would have the decency to tell me the associations which have been approached by his department and the "macro-consultations" as he called them which have taken place. With whom were the macro-consultations held? It seems to me that in this Bill the Government is getting into bed with big business, big bankers, and big financiers and forgetting all about the suppliers and, to a degree, the consumers.

I would like the Minister to give us a list of all the people, on the selling side, who will handle the paperwork. Let us face it, the banks and the finance houses only knock back the deal if it is not written up properly. All they have to do is check it, but the writing up and all the intricacies of the deal have to be done by the supplier.

The Minister tried this before. He will not answer, because he does not have an answer to this situation. The department has not discussed it with anybody other than the finance conference.

Hon. Peter Dowding: That is not true.

Hon. A. A. LEWIS: Well, give us the names of the people with whom this was discussed. The Minister says it is not true, but he will not give us the names. He ought to report progress and give us the names before we go any further, because previously he sat tight and we could not discuss the balance of the definitions. I admit it was my fault. I should have been awake, but the Minister just sat there and conned me, because I did not think he would be the sort of person not to answer a question when he had made a speech on the macro-consultations which have taken place. After this Bill has been dealt with, we shall go on to the micro-consultations and the little bits and pieces. The Minister has conned us once, but he will not do it again.

This Chamber wants to know with whom the Minister has consulted and over what period. The Minister sits there and says nothing, because he has nothing to say. The Government is in bed with the finance conference and it will not say to whom it has talked in the commercial world.

We do not represent banks, stock firms, or finance houses; we represent people and suppliers and there are many more of them than there are banks and finance houses.

Hon. PETER DOWDING: I have been constrained in the Committee debate by reason of the relevance of certain comments to the clauses under debate. Obviously the member may wish to be informed that there has been consultation between the department or myself with the Australian Finance Conference, the WA Permanent Building Societies Association, the Credit Union Advisory Committee, the Primary Industry Association of WA (Inc.), the Retail Traders Association of WA (Inc.), the Institute of Credit Managers; in addition, some discussions have taken place with the pastoralists and graziers, the Law Society, and with a variety of other groups and individuals.

As the member said, we represent a cross-section of the community, and the fact that we are having this debate in itself provides an opportunity for input.

The legislation has been publicised through Press announcements by Hon. Arthur Tonkin when he was Minister for Consumer Affairs, and me, and through inquiries which have been received by the department and my office in respect of this Bill and its framework. Individual people have sought information about the Bill and there has been a great deal of consultation.

I am sure one could point to one group or another which has not sat down and had a full briefing about the Bill. However, there has been a very wide level of consultation and when the framework of this Bill is established and it has been set up, the explanation as to how to comply with it can be fully achieved by publicity to all sections of the community.

Hon. A. A. LEWIS: The Minister has now given us the list and he has talked previously about macro-consultation. Would the Minister think that the members of the Retail Traders Association did as much of this credit sale business as do car dealers and machinery dealers in this State? Would the Minister have any figures in this respect? The Minister referred to consultations with the pastoralists and graziers and the Primary Industry Association.

Hon. Peter Dowding: But how are they caught by it any more than anyone else?

Hon. A. A. LEWIS: The dealers in farming and commercial vehicles would be involved. It seems to me that the Department of Consumer Affairs has a little hate against farm machinery dealers. This Minister and his predecessor consulted with the farmer organisations such as the PIA and the pastoralists and graziers. Earlier during question time we dealt with the fact that the Premier opened one of our conferences and said that the agricultural inquiry committee would continue in operation. Those were the Premier's words, but the previous Minister abolished it.

Hon. Peter Dowding: He did not abolish it.

Hon. A. A. LEWIS: That is what the word of this Government is worth. It is ridiculous to go to the pastoralists and graziers and the PIA when one is talking about credit providers and linked credit providers as far as farm machinery is concerned. The Minister must realise that individually members of those organisations might buy one machine a year. A farm machinery dealer probably handles 400 or 500 such deals a year. Would he not be the person to approach?

Hon. Peter Dowding: We have the advantage of the input of its president, don't we? Aren't you its president?

Hon. A. A. LEWIS: When did the Minister see Mr Humphries?

Hon. Peter Dowding: You are the one who tells us you are the secretary, president, or something. You are making an input. If it is so important—

Hon. A. A. LEWIS: Is the Minister finished? It is important. If the Minister and all his departments want to take any notice, there have been many opportunities to do so. We were one of the first dealer groups in the State to ask the legal adviser from consumer affairs to come and address us. We have never had anything against consumer affairs. We just wanted to inform them of a few things. The Minister thinks it is funny that the Government has not consulted these people. I think it is scandalous. I want to know how much has been done with the Automobile Chamber of Commerce or the Australian Automobile Dealers Association. I bet as much has been done with them as has been done with the Farm Machinery Dealers Association—nothing!

It is horrifying that the Government thinks it can use a ramrod to get this kind of Bill through the Chamber without consultation. The farmers would acknowledge the dealers as being experts. The people buying new cars would acknowledge the dealers as being experts, as would people buying new trucks, yet the Government did not condescend to even discuss the legislation with the major suppliers, whether credit suppliers or linked credit providers; it did not consider them worth talking to. Every country member knows what the dealerships do in their towns, and the Minister would have a few dealers in his area. He probably neglects them like he neglects everyone else. He just wants to ramrod this thing through without giving answers. The buck stops here. Until we get a few sensible answers, it does not go any further.

Hon. PETER DOWDING: We have had this discussion quite often tonight. The Hon. Sandy Lewis should see what the legislation is about. The legislation does not affect the liabilities of the dealer. It affects the liabilities of the credit providers. The Bill regulates the relationship between the credit provider and the person who gets the credit. The reality of the relationship between the dealer and the credit provider is that a credit provider may be a linked credit provider, in which case that credit provider has some additional obligations to ensure that the dealer complies with the laws the dealer is already complying with, but that does not put any additional onus at all on the dealer. To the extent that the dealer provides

credit—and that is to a limited extent, with respect—he, she, or it is covered by these provisions, but that is to a very limited extent. All that is required is for the dealer to fill in forms on behalf of the credit provider which might have some different impact, not on the dealer, but on the relationship between the credit provider and the purchaser.

Farmers were included not because we wanted to put some sort of onerous imposition on them, but because we acknowledged that farmers required consumer protection and yet by standard definition of a consumer contract they are excluded because of the large amount of money involved in the transactions. If members like Hon. Sandy Lewis want to exclude farmers from the provisions of the legislation, I suppose we will have to give that matter careful consideration, but, as I understand it, it is the view of the previous Government and our Government—

Hon. A. A. Lewis: Your Government brought it in. I oppose it.

Hon. PETER DOWDING: —that farmers should have some protection. That seems to us to be appropriate. It has got nothing to do with this clause. The amendment before the Chair raises a very important issue, if I can return to it in particular. I hope Hon. Peter Wells will recall it. I said that some fairly severe penalties will be imposed for those who enter into contracts which are contrary to the legislation. Where specific exemptions are provided, should those exemptions subsequently subside by an Act of the Parliament in disallowing a proclamation, severe commercial consequences could flow. That would be inconsistent with the expectations of the commercial community which seeks exemptions in particular cases. I will quote one case. I think there are a few others which I will obtain if the honourable member feels that the picture is not clear from what I have said.

Hon. P. H. WELLS: I want to indicate to the Minister a provision which requires a fair amount of sifting through. His comments deserve strong consideration. The proposition he put to us is that there is some uncertainty in commercial operations after the matter comes to Parliament, but there is no uncertainty of the ability of the Minister, through the Governor, to revoke those in any case. He has the power to give and he has the power to take away. The Minister is saying here an order is given which goes through this week. Two weeks later someone convinces the Minister that he made an error, and that he should not have allowed it. I suggest that the Minister should say, "Right, there is the penalty. I should not have done that". He would have to put a case forward. That is really taking an extreme situation.

Hon. PETER DOWDING: Before the member gets onto the next one, can I answer the extreme case? I am sorry to interrupt the member, but I think I should answer the extreme case before he builds a case on it. If a Minister revokes a proclamation, the proclamation is in force to the extent that it was acted upon. If a regulation is disallowed, the regulation is not in force. If a regulation or proclamation were disallowed, say, in relation to a particular class of transaction, the proclamation or regulation is not in force and at that point, if there is an ongoing contract, there is a risk that the ongoing contract may be in breach of the terms and conditions of this Act. If a proclamation is revoked, the interpretation would be that it is revoked to the extent of future Acts, but not in respect of Acts which are already conducted under the relevant proclamation. I see those circumstances in respect of a revocation, an ongoing entitlement of the person who entered into the contract under the basis of the exemption to claim that the exemption affected the ongoing impact of that contract, so I think that extreme case is a different situation which arises.

Hon. P. H. WELLS: I take the Minister's word for it. As I understand it, if he revoked a regulation which was, while it existed, law, it ceased to be law only on the day it was revoked or disallowed by Parliament. Everything that is done under it is still legal and I would have thought that any contract made under it was still legal. However, the Minister is saying that is not the situation, and that is not the interpretation which I was led to believe it had.

I want to put a proposition to the Minister in considering this clause and the case that he has put to the Chamber which I believe needs a little more thought and understanding.

The answer he has given presents some problems. Would the Minister consider moving that clause 19 be taken after schedule 7 which is at the end of the Bill? He has given an indication to the Chamber that progress will be reported on this Bill tonight. It would give me an opportunity overnight to follow through his argument and perhaps talk with him and sort out the area I find confusing.

There are two situations: One relates to the uncertainty of the Minister and the other to the uncertainty of the Parliament. Parliaments are quite responsible in this area. We do not have a history of disallowing regulations willy-nilly. Since I have been a member of this Chamber I do not think any disallowance of a regulation has been

made without careful consideration. I am concerned about the Minister's argument in relation to the ongoing problem which may be created by this legislation. The Minister says a difference exists between the Minister's revoking the regulations and Parliament's revoking them. That seems incredible to me. It appears that if the Minister revokes it everything that has been done in the past is legal, but that if Parliament revokes it that which has been done in the past is not legal. That is hard to swallow, and it would perhaps be better to give more serious thought to this matter if the Minister can accommodate the type of approach I have suggested and report progress.

Hon. Peter Dowding: Let us get on with it.

Hon. P. H. WELLS: I am asking whether the Minister will take clause 19 after schedule 7 if he plans to report progress tonight. I have indicated there is a lot more in the Bill I wish to discuss and I will be spending a lot more time on it. I think this could be cleared up quickly tomorrow if the Minister were prepared to report progress.

Hon. A. A. LEWIS: I will take a different tack. The Minister has me properly confused with his definitions of "linked credit provider" and "credit provider". He clearly told me that a dealer in the situation I outlined could be a credit provider. Now on this clause he says the dealer would be a linked credit provider.

Hon. Peter Dowding: No, I said the circumstances in which a dealer is a credit provider are rare. By and large they are simply dealers.

Hon. A. A. LEWIS: This is the sort of thing that worries me; the Minister understands nothing about it. He says the situations are rare, but that is untrue. I do not know where he got the advice, but it is inaccurate. What would the Minister call "very rare"—10, 20, or 40 a year? How many deals of this sort would the Minister call "rare"? The Minister does not know. The reason I raised the matter on this clause is that this is the exemption clause under which the Minister told us that dealers could get exemptions from being credit providers. To date we have had no answers from the Minister. If a dealer carries out 40 deals a year is that rare? Is $800 000-worth of business a year rare? It is rare to you and me, Mr Deputy Chairman (Hon. John Williams), but is it rare for a dealer? I would say not. There are a number of dealers in this State who do more deals than that, yet the Minister says it is rare.

I want to know what he thinks "rare" is and why he said at the start of the debate on the Bill that the example I gave made the dealer a credit provider, yet now he says the credit providing provision is very small and really the dealer is a linked credit provider. Is he both? I do not think the Minister knows, and I think we should report progress so that the Minister can sit down and work out some answers. I am not trying to be hard on the Minister; I quite like him. He has been nice to me tonight, but he worries me because of his lack of knowledge of the real world. It horrifies me.

Hon. PETER DOWDING: Mr Wells has indicated he wants time to think about his amendments. I think in the circumstances it would be inappropriate of me not to grant that. I therefore move—

> That further consideration of the clause be postponed.

Motion put and passed.

Hon. P. H. Wells: Thank you.

Clause 20 put and passed.

Clause 21: Contract of sale conditional on grant of credit—

Hon. A. A. LEWIS: I thank the Minister for his answers. My original question raised the point that the supply of credit may not be accepted because of a higher interest rate than the supplier is offered. It would then seem that at virtually any time the buyer can opt out of any deal. The Minister replied that he did not think it followed from this clause and that in such instances when he was able to obtain credit, the question of rates being acceptable would in all likelihood be determined by the terms of contract if a specific rate or source was nominated. I refer the Minister to the terms of subclause (1).

The clause provides that where the buyer makes it known that he requires credit to be provided and, if the credit is not provided by the supplier, the buyer, if he takes reasonable steps to obtain the credit but does not obtain the credit, may within a reasonable period, by notice in writing, rescind the contract. I take it that one of those reasonable steps would be taken if a buyer found the rates to be too high. That happened a few years ago and is probably happening at this time because of people providing finance to people who are broke.

I do not know what the retail traders said about this subclause. What would happen in the case of a person who wished to buy a certain make of header? The dealer rings up the manufacturer and gets the header, and the buyer makes it known that he will obtain his own credit. He then goes back to the dealer and says that, because the credit costs are too high, he wishes to rescind his contract. Can the Minister understand what I am

getting at? It seems to me that this subclause allows a purchaser to get out of a contract.

Hon. PETER DOWDING: Where the buyer stipulates that a contract is subject to finance, then it is subject to finance. If the dealer wishes to enter into a contract that is subject to finance, the dealer has the same commercial right as has a dealer in any other commercial transaction to say "Hang on a minute, I will not enter into the contract unless we specify what the finance is". In other words, if the dealer and the seller wish to stipulate the finance to which the contract is subject, that is satisfactory and that is certainly what normally happens. Normal transactions specify that they are subject to bank finance or to finance of not more than an amount specified over a certain period of years. That is the way these transactions are normally written and that is what we are looking at. We are simply saying that, if the contract is subject to finance, it is subject to finance and there is no constraint at all on the dealer or the buyer to specify the finance clearly.

Hon. A. A. LEWIS: I understand the provision as it relates to land and white goods. However, there is a peculiarity in relation to the merchandise about which I am speaking. The further we get with this Bill, the less knowledge the Minister is showing, even with his great legal knowledge, about the wheeling and dealings of the world of dealerships. The sorts of things that happen are unfortunate but the job has to be done and the Minister insists on pushing on. The dealers have not been asked about their dealings in relation to this Bill. It is a great pity that we could not wait for a time before this Bill was introduced. Even though I accept the Minister's explanation, I am not happy with it.

Hon. P. H. WELLS: I wonder whether I can relate a scenario to the Minister in order to see whether there are any loopholes in this provision. Clause 21 (1) states—

> Where a buyer, before entering into a contract of sale of goods or services, makes it known to the supplier that he requires credit to be provided in respect of the payment for the goods or services—

I would like to relate the example of my walking into Boans and being served by a junior salesgirl. I state that I wish to buy a camera, but that I want credit. At that stage I expect that I have complied with the first part of clause 21 (1)—I have made it known that I require credit. The salesgirl then tells me that the store will take Bankcard or Boans credit card. I say that I do not want that form of credit and that I will arrange my own credit. At that stage I pay the salesgirl a deposit and assume that she will now provide me with the goods. I expect, therefore, that I have now made a credit contract. The store has given me the goods of which I have taken possession, I have paid an amount and we have begun a contract. To some extent, the store has provided me with credit by allowing me to take the goods. The next part of the clause states—

> . . . credit to be provided in respect of the payment for the goods or services and the credit is not provided by the supplier. . .

I have said to the salesgirl that I do not want credit by way of Bankcard or by way of the store's credit facilities. The next part of the clause states—

> . . . the buyer, if he takes reasonable steps to obtain the credit but does not obtain the credit, may, within a reasonable period after the contract is made . .

I may come from Kalgoorlie. When I get back to Kalgoorlie I ring the local credit union people from whom I may wish to obtain credit and they say that they do not provide credit for cameras. I have therefore tried to obtain credit. I then write to Boans and say that I cannot obtain credit for the camera and I therefore seek to rescind my contract under clause 21 of this Bill. The camera is required to be returned to Boans and Boans is required to give me back my deposit. Is that the situation under this clause?

Hon. PETER DOWDING: I got a little lost with the welter of hypothetical information. However, where a buyer enters into a contract of sale for goods or services—

Hon. P. H. Wells: It could be verbally.

Hon. PETER DOWDING: Yes, and makes it known that he requires credit and credit is not provided by the supplier—

Hon. P. H. Wells: I am going to get it myself.

Hon. PETER DOWDING: —and he takes reasonable steps to obtain credit but does not—

Hon. P. H. Wells: I get back to Kalgoorlie.

Hon. PETER DOWDING: Reasonable steps are reasonable steps. He takes reasonable steps which will depend on the circumstances. If he does not obtain the credit, he may, within a reasonable period, by notice in writing, rescind. If he does not want to rescind he can go on and complete the purchase without credit with his own money.

Where there has been a purported rescission, and where there is a dispute as to the return of goods; the court may direct the return of the goods. Where there is a dispute the court may, if the contract included terms of compensation,

make an order as to compensation. I do not see any complexity, as Mr Wells has done, as to the situation where a person says, if he is purchasing something, "I want this to be subject to finance". Both parties then have the commercial opportunity to specify more clearly what, if anything, they want by way of finance, and what is regarded as being reasonable finance. The buyer then has an opportunity and obligation to take reasonable steps to locate the finance, and where he does not, he then has the option to rescind the contract provided he then complies with certain things including written notice.

Upon rescission or purported rescission, a court has the power to deal with issues related to the return of goods or the compensation in respect of the loss if that were part of the contract of sale. Perhaps that helps understand the issue. I do not see a complexity arising out of those circumstances.

Hon. P. H. WELLS: The reason that I was interjecting is that it was pretty obvious that the Minister could not hear what I said, or he was distracted at that particular time.

The scenario which I presented was put to me by one of the people from his previous professional area, and the way the Minister restated the clause indicated to me that what was said was probably right. In a situation where a deposit has been taken and the person buying the goods stated that he was making his own credit arrangements, and then wants to opt out for some small reason, this is another clause whereby he can opt out and return the goods.

I know that that situation exists with cooling off periods when buying, for example, encyclopaedias. What the Minister says is correct. We have brought into the consumer area a total new uncertainty in the retail area which would enable people to opt out of a whole range of contracts, and it would be very easy to say, "I cannot make credit arrangements", to fulfil the requirement of clause 21, all a person need do is tell the junior office girl that he wants credit and then, after taking the goods back, the supplier would have been required, under clause 21(2), to go to court to get the information. It appears to me that clause 21 creates a precedent in terms of extending the area of breaking contracts, and secondly, it creates an added cost in terms of the operation of suppliers regaining control of particular goods.

Hon. PETER DOWDING: This does not require suppliers to give up possession in a contract that is going to be subject to finance. Quite clearly we are in a normal commercial transaction. If selling a camera, the trader—the supplier—would be a most unusual supplier to give up possession until a conditional sale had become effective. I might never have been in the business of selling farm machinery as Hon. Sandy Lewis is wont to remind me, but I know enough about commercial reality to say that that just does not happen. What we are dealing with here is not regulating a commercial transaction in all its elements, but simply saying that under certain circumstances where certain notice is given, certain things follow from it.

If a supplier wishes to give up possession of chattels before the contract has been financed, I guess he does it and takes the risks. However, he would be most unlikely to do so and I would have thought that if members agreed with that, the ordinary commercial requirements of a conditional contract should be fulfilled.

Hon. A. A. LEWIS: As the Minister said, he does not know much about farm machinery, and he does not know much about farms.

In the second reading debate I mentioned the problem about a harvester breaking down and because the farmer wants to get the harvest off quickly he goes into the local dealership to procure another machine. This sort of thing is mentioned two or three times in the Bill and when we come to the clauses concerned I will point them out.

The goods are released in good faith. Anything that lets people off the hook is a big problem and in debating this Bill members believe that the dealers are the villains of the piece and the consumers are the great white knights. That does not always happen. I do not want an answer to this clause because I want to get on to the next one. However, for the edification of the Minister I am explaining that there are situations where one runs into trouble with this sort of legislation. The example I have given outlines one of those problems.

Clause put and passed.

Clause 22: Supplier not to require buyer to obtain credit from specified person—

Hon. A. A. LEWIS: In my notes to the Minister I asked him if it would be technically easy to opt out of a contract of sale if the client's money is not forthcoming. The cost to the industry would appear to escalate a great deal. The Minister said that this clause precludes requiring a person to obtain credit from a specified source. I cannot see how it will affect the cost to the industry if it allows the customer freedom of choice.

If one has a bailment plan, charges are involved. If the AGC provides a bailment plan, the sale of AGC paper offsets the interest on the floor plan. This is one of the problems that many people have

with the Australian Development Bank. The rates of interest are lower, but dealers cannot get a floor plan from the Development Bank and AGC offers clients a floor plan. Farmers would race off to the development bank and get a cheaper deal. It must increase the cost to the industry because the dealer still must pay a net residue of the floor plan charges. It will have a fairly tough effect on the consumer in the long run because the cost has to be passed on to the consumer.

The average dealer has $500 000 worth of new machinery and $400 000 worth of used machinery on his floor and if he is going to channel employment and educate the purchaser not to accept the dealer's paper—that is what occurs under this Bill—

Hon. Peter Dowding: Not to accept, it can be prevailed upon.

Hon. A. A. LEWIS: It cannot be prevailed upon. If I prevailed upon the Minister to report progress he would say, "No".

Hon. Peter Dowding: The word that is actually used is "require".

Hon. A. A. LEWIS: The Minister said "prevailed upon". The supplier shall not require a person to obtain credit from a specified person in respect of payment for goods or services. The Minister says that he takes responsibility for these matters, but there will be extra net costs to the farmers. The farmers have been conditioned, not robbed, to buy from the hire-purchase companies and not the dealers. Hon. Jim Brown knows about this and I think he understands what I am saying.

Finance brokers have now come into the world and they seem to get one or two per cent less than the dealer because the dealer is tied down to the bailment plan. Naturally, the dealers get niggly about this. The consideration of country finance is such that, if it is badly handled, costs will blow up to horrific heights.

I will not move an amendment, but what I am trying to do is point out to the Minister that this Bill should be discussed by the people concerned.

Hon. PETER DOWDING: I thank the honourable member for only pointing out the problems that may occur with this Bill. Might I say to him it is a policy decision and in a variety of areas it is thought appropriate that dealers should not be in a position to require a person to deal with a particular company. It may be that the dealer will offer a person finance. On all sorts of occasions financial arrangements are made, but a person should not be placed under an obligation. In other words, the supplier may have a transaction in cash or it might be a transaction where the money is financed by someone else and eventually the cash is given to the supplier.

As a matter of policy, that is the position, and if it causes any hardship in a particular industry because of its unusual circumstances I inform the Chamber that powers to resolve such a problem exist.

Clause put and passed.

Clause 23 put and passed.

Clause 24: Linked credit provider—

Hon. A. A. LEWIS: I agree with one of the Minister's answers. He had better chalk that one up because I cannot understand what I said earlier.

With regard to subclause (2) it seems that the whole thing could be bound up by litigation for a long period. This will not be good for anyone involved in the deal, whether it be the consumer, the supplier or the credit supplier.

I ask the Minister why he does not think it will enter into the realms of overlong litigation. Perhaps the Minister can give an example in this case; it may be better that I do not give one.

Hon. PETER DOWDING: The real thrust of this piece of legislation—the member is right; this is an important clause—is that the credit provider has some responsibility for the commercial practices of the supplier. That is a statement.

Hon. A. A. Lewis: Supposing he is credit supplier and credit provider?

Hon. PETER DOWDING: If he is, it does not matter. This clause is only linking obligations and transferring those obligations across. There is no additional penalty if he does both things. It imposes a set of obligations on the providers of credit to ensure that the suppliers adhere to certain reasonable commercial practices. The major credit suppliers are accepting this clause which has been worked through with them. They accept that it will impose a new obligation which is to have some supervisory control over who is providing the credit. The defences written into the clause are the key to the justice of it. They ultimately demonstrate that, where a credit provider has taken reasonable steps, having regard to all the circumstances, there is no obligation. We had the example of some video people.

Hon. P. H. Wells: "X"-rated?

Hon. PETER DOWDING: I do not understand the relevance of that comment.

The DEPUTY CHAIRMAN (Hon. John Williams): There is no relevance.

Hon. PETER DOWDING: There is some obligation to ensure that the people who are utilising

the facility are exercising responsibility. If they are not, it is not all over for the finance company; the credit provider has a series of defences available to him and the industry is satisfied that it represents a reasonable balance. It gives increased consumer protection that this Chamber should welcome.

Clause put and passed.

Clause 25: Consequential discharge of tied loan contract and mortgage—

Hon. A. A. LEWIS: My query to the Minister was that, again, the supplier seems to be the meat in the sandwich. This is a consequential provision which sets out the procedure following the rescission or discharge of a contract of sale. The Minister said that he did not understand what is meant by the "meat in the sandwich". I will explain that to him.

Hon. Peter Dowding: I know what that is. You know what I meant in respect of this clause.

Hon. A. A. LEWIS: If the Minister does not know what it means, I will explain: It is the supplier between the consumer and the credit provider. This is what I mean in this clause. Will the Minister give an explanation?

Hon. Peter Dowding: The member has not asked me a question.

Hon. A. A. LEWIS: I read out the question I asked. I said that the supplier appears to be the meat in the sandwich.

Hon. Peter Dowding: He is not.

Hon. A. A. LEWIS: Explain to me why he is not.

Hon. PETER DOWDING: This clause is limited to the effect of the discharge of a collateral loan contract. It is dealing with collateral contracts and not primary contracts. It is consequential upon a contract of sale for goods or services being rescinded or discharged, and certain other conditions being in existence. It describes what then happens to collateral contracts. Now that I have pointed out to the member that he is dealing only with the collateral elements rather than the principal elements, it will overcome the problem exercising his mind.

Hon. A. A. Lewis: I am prepared to accept it because it shows that you do not understand what we are getting at.

Clause put and passed.

Clauses 26 and 27 put and passed.

Clause 28: Disputes—

Hon. A. A. LEWIS: My query relates to the cost of the court hearings. The answer given was that, if such proceedings are before a court, the scale of costs applicable in that court would apply. That is what I am talking about; it is a superb legal answer that has nothing to do with the commercial aspects of the matter. Surely the Minister has not brought this Bill before the Chamber, with the number of areas where the court and tribunal are involved, without knowing what costs are involved. I hope he can give some indication of what costs will be involved. I do not want an accurate figure; an estimation will do. Again, the person at the end of the line who will pay these costs will be the consumer.

Hon. PETER DOWDING: This clause does no more than define the ambit of the powers that a court may exercise in the event of its being called on to resolve a dispute. It does that already. I cannot say what the cost will be, because that will depend on whether it is heard in the Local Court, the District Court, the Supreme Court, or the Commercial Tribunal; whether it is defended or undefended; whether one witness or 100 witnesses are called; whether they litigate for a year or for an hour. All these factors will affect the cost. The principal power given is for the court to have a wide ambit of powers when dealing with disputes arising out of the operation of proposed sections 23, 25, or 26. It is not increasing the ambit of litigation or giving people power which they did not previously have to go to court. The court is the place in which to resolve disputes over contracts. The legislation says to the magistrate or the judge, when the dispute is in front of him, that these are some of the things he is empowered to do.

Hon. A. A. LEWIS: I take a different point of view. I cannot get the Minister to see the problem of costs. Who is the bunny at the end of the line? It is the consumer. This is what I am trying to make the Government see. The costs to the consumer will be pretty horrific.

Clause put and passed.

Clause 29 put and passed.

Clause 30: Application of Part—

Hon. P. H. WELLS: I wonder whether the Minister can tell me whether a percentage was mentioned in the New South Wales Act? In subclause (2) (b) and (c) 14 per cent is applicable. I cannot remember finding references percentages in the New South Wales Act, or in the Victorian Act.

Hon. PETER DOWDING: In the Victorian Act, section 30 (2) (b) defines the credit sale and loan contracts to which this Act applies as being regulating contracts. It reads—

Application of Part.

30. (1) In this Part, a reference to a credit sale contract does not include a reference to a credit sale contract relating to goods or services in relation to which the cash price is more than $20 000 unless—

(a) it is a contract relating to a commercial vehicle or farm machinery; or

(b) it is contract relating to—

(i) a commercial vehicle or farm machinery in relation to which the cash price is more than $20 000; and

(ii) other goods or services.

(2) In this Part, a reference to a loan contract does not include a reference to a loan contract in respect of which—

(a) the amount financed is more than $20 000;

(b) there is no annual percentage rate or there is only one annual percentage rate and that rate does not exceed 14 per centum; or

(c) there is an acceptable rate of interest and a higher annual percentage rate that exceeds the acceptable rate by not more than 2 per centum and that acceptable rate does not exceed 14 per centum—

unless, when the contract is made, a mortgage relating to a commercial vehicle or farm machinery has been, or is agreed to be, entered into to secure the payment of a debt or the performance of an obligation under the contract.

Clause put and passed.

Clause 31 put and passed.

Clause 32: Form of offer—

Hon A. A. LEWIS: I reiterate what I said before. I believe the penalties here may reflect not on the owners of the business, but on the employees. I think they are a bit steep.

Clause put and passed.

Clauses 33 to 48 put and passed.

Clause 49: Application of Part—

Hon. A. A. LEWIS: One of the problems I have here is that the banks and pastoral houses gave an exemption. I want to explain to the Minister, because way back we missed it, that there is another method of financing the purchase of farm machinery. That is provided by the manufacturer to the dealer, sometimes for up to two years, free of interest. Something must be built into that which would be a credit charge.

I do not know the position today; in the old days, if one ordered eight hay balers in February of this year, one had to get rid of four by 31 January next year and one could carry the other four until 31 January the following year. How do such matters rank as credit providers?

Hon. Peter Dowding: Floor plans are not caught.

Hon. A. A. LEWIS: Where is that?

Hon. Peter Dowding: In the definition of "credit" on page 10.

Hon. A. A. LEWIS: I did not read it that way. Is the Minister assuring me that no floor plan is caught?

Hon. Peter Dowding: What I am telling the member is that the definition of "credit" excludes credit provided for the purchase of goods for resupply. The words "floor plan" have a generic meaning as applying to transactions, no specific meaning.

Hon. A. A. LEWIS: That lifts a great weight off my shoulders.

In the past I have known manufacturers to give three or four years free-of-interest terms under contract with a machine. Would that be listed? In other words, if, say, the cash price of the machine is $100 000, and the trade-in is worth $25 000. With three annual payments of $25 000 one has the machine.

Hon. PETER DOWDING: I can only refer the member to the definition and say that if this credit is supplied for the purpose of resupplying the goods it is not credit within the meaning of the Act.

Hon. A. A. Lewis: Resupply?

Hon. PETER DOWDING: Resupply. That is, if it is credit to a supplier for the purpose of permitting him to trade—to resupply the goods to farmers.

Hon. A. A. LEWIS: The Minister has missed my point. The supplier provides the goods to the customer—I will do it in three stages, because I think I am confusing the Minister. The manufacturer supplies the supplier with a particular machine; the supplier sells it to a consumer under the terms I just gave; and then the supplier is giving the deal.

Hon. PETER DOWDING: We are debating clause 49. That is not a continuing credit contract; it is a contract which is caught by a credit sale contract, which is dealt with in one of the earlier clauses. "Continuing credit" has a specialised

meaning. It relates to Bankcard, and that sort of thing. An overdraft is a potential continuing credit.

Clause put and passed.

Clauses 50 to 60 put and passed.

Clause 61: Statement of account—

Hon. A. A. LEWIS: The Minister misunderstood my question. Does "E & OE" apply?

Hon. PETER DOWDING: "E & OE" does not apply quite like that.

Hon. P. H. Wells: They put it on the bottom of all legislation.

Hon. PETER DOWDING: Clause 62 gives the mechanism for correcting billing errors under a continuing credit contract. That is the "E & OE" element of a continuing credit contract.

Hon. A. A. Lewis: It is just the penalty of $1 000 which frightens me off again.

Hon. PETER DOWDING: A continuing credit contract requires certain things, but where there is a billing error it does not invoke a penalty. There is a mechanism for correcting the errror.

Clause put and passed.

Clauses 62 and 63 put and passed.

Clause 64: Statement of account not to include opening balance in certain circumstances—

Hon. A. A. LEWIS: I am a little uncertain. The Minister has given me an explanation. Does he have the same notes as I have? I am worried about the billing cycle.

The way the Minister is going on, I probably should not be worried about anything in the Bill. He has just about assured me that farm machinery dealers will be exempt.

Hon. Peter Dowding: I would be most surprised if it applied to farm machinery dealers.

Hon. A. A. LEWIS: Does not all of it apply to farm machinery dealers?

Hon. Peter Dowding: I cannot imagine a continuing credit situation applying here.

Hon. A. A. LEWIS: Is it not continuing credit on transactions going over a period—one pays off some and picks up some more? Is not that continuing credit?

Hon. Peter Dowding: Not if it is a credit sales contract.

Hon. A. A. LEWIS: Very well, I will sit down again.

Clause put and passed.

Clauses 65 to 73 put and passed.

Clause 74: Variation of commitments on account of hardship—

Hon. P. H. WELLS: I refer to clause 74(1). This clause is very similar to a clause in the Hire-Purchase Act and it enables the alteration of the arrangements on the grounds of illness, unemployment, and other reasonable causes. Can the Minister give some illustrations of why he finds it necessary to broaden the horizon to include "other reasonable causes"?

Hon. PETER DOWDING: I would be very reluctant, given the amendments to the Interpretation Act, to be thought of as limiting those words by any expressions that I utter.

Hon. P. H. Wells: I am just seeking the reasons for the addition.

Hon. PETER DOWDING: I am just saying that if I utter any reasons, under the Interpretation Act, I might be held to be limiting the nature and the meaning of those words. I do not intend to do that.

I do not want to do that, but one that comes to mind is the example of pregnancy leading to some interference with the ability to pay. Perhaps reasonable cause might be that someone's mother's uncle's second cousin's lover ran off and the person was left to look after the cat and so he could not work. It is whatever is reasonable cause for being unable to comply with the terms.

Hon. A. A. Lewis: The Minister is drawing a fairly longbow.

Hon. PETER DOWDING: I think I have argued stranger clauses before.

Hon. P. H. WELLS: This is the first occasion I have found that the Chamber has been inhibited by a fear that it might narrow the interpretation—that was the longbow the Minister used. If subsequent requests for information are treated in the same way we could limit our ability to question legislation.

It seems that the Minister's department has had some reason to extend this and I was wanting the Minister to give me examples of what has motivated the Government to include this clause.

The DEPUTY CHAIRMAN (Hon. P. H. Lockyer): The question is that the clause stand as printed.

Hon. P. H. Wells: Don't I get an answer?

The DEPUTY CHAIRMAN: It is important that we have regard for the rules of debate and the rule is that I should put the question, which is that the clause stand as printed.

Clause put and passed.

Clauses 75 to 111 put and passed.

Clause 112: Taking possession of goods by mortgagee—

Hon. A. A. LEWIS: Again I point to the costs involved on seasonal agricultural concerns. I have previously had the Minister's answer that, "It is in the Hire-Purchase Act". Limited time has prevented my checking on that, but I believe a smartening up of this clause for seasonal machinery could have been undertaken.

Clause put and passed.

Clauses 113 to 120 put and passed.

Clause 121: Advertisements offering credit—

Hon. A. A. LEWIS: Under subclause (6), if a manufacturer advertised on a State-wide basis and named the dealer, and it was later decided that it was false advertising, would the dealer be responsible?

Hon. PETER DOWDING: No, it would place the onus on the dealer to establish to the contrary if his, her, or its name and address and description appeared in the advertisement. But it is only a matter of onus and not of guilt. The person or agent, as the case may be, shall be deemed, in the absence of proof to the contrary, to have caused the advertisement to be published.

Hon. A. A. Lewis: If the dealer can prove that the manufacturer placed the ad, he is off the hook?

Hon. PETER DOWDING: He does not even have to do that; he has only to prove that he did not.

Clause put and passed.

Clauses 122 to 145 put and passed.

Clause 146: Tribunal may re-open certain transactions—

Hon. A. A. LEWIS: I have asked whether the department thought many contracts would be reopened and I was told that similar provisions existed in the Hire-Purchase Act. It seems to me it would be fairly simple then for the department to be able to indicate a figure.

Further, I make the point that it seems that the Hire-Purchase Act is often referred to, but we are not told whether the appropriate section is in use at all.

Hon. PETER DOWDING: Under the Hire-Purchase Act the matter would be dealt with in the courts, and the statistics are not kept as they would be were the matter dealt with by a tribunal. Without enormous research it would be impossible to obtain the information because it is simply a question of how often a court, in a piece of civil litigation, exercises a particular power. It might exercise powers in a complex commercial case under a series of Statutes, and they would not be recorded as being acted upon. The department does not have the information and it would not be reasonable or practicable for it to collect it.

I make the point that grounds upon which the legislation gives the right to reopen a transaction are that, in the circumstances relating to the contract or mortgage at the time it was entered into, the transaction was unjust; in other words it does not call for an examination of the period of the contract, but only of the circumstances of its inception.

Hon. A. A. LEWIS: The Minister told us how long this legislation had been going on, and I would have thought that the matters that had been transposed from the Hire-Purchase Act would have been researched. They are the sorts of things that, incidentally, come to mind when one reads the Bill. It appears to me that obviously the Minister or the department has not done its job because, on the one hand, we are told that they have done a heap of research and, on the other hand, they do not know the figures.

Clause put and passed.

Clause 147: Matters to be considered by Tribunal—

Hon. A. A. LEWIS: I ask the Minister how he would work out inequality in the bargaining power. The Minister is not very bright at times. I love him dearly, but this would be a matter of evidence that would be determined on the facts. To the trader or the consumer, that answer is not an answer at all. Will the Minister give us some examples of inequality in the bargaining power of the purchaser? Could the Minister give some examples in relation to the supplier?

Hon. PETER DOWDING: It is not through any obdurate lack of co-operation on my part that I did not supply the member with an interesting and full series of descriptions of potential usages of these clauses. First, clause 147(1) requires that there should be an injustice in the circumstances relating to the contract or the mortgage at the time it is entered into before its provisions apply. It is then required not to do anything about that injustice unless it is seen by the tribunal to be in the public interest for it to do so and have regard to all the circumstances of the case, among the matters that the tribunal may look at, just as some tribunals are directed to look at equality and good conscience. How imprecise are those words? They are an illustration that tribunals and judicial tribunals are constantly called upon to make findings of fact and then to make judgments on those facts. That is what the court system is structured to do. The next matter to look at is to include whether

there was any material inequality in the bargaining powers of the parties to the contract or mortgage. Of course the difference between the bank and an individual is a relevant matter. The difference between the individual who desperately needs a car and a hire purchase company is relevant. It may be that a clause condition is in—it is no longer 16-point type but 20-point type. The conditions may have been written in 20-point type.

Hon. A. A. Lewis: You have even got those sorts of provisions?

Hon. PETER DOWDING: It is just an expression of my own inability to read 16-point type without spectacles. The fact that there is a clause on the back of an airline ticket when someone has to travel from point A to point B has emerged as a matter that a tribunal may have regard to when it is determining whether there has been a substantial injustice and whether or not the public interest requires it to intervene. This all goes back to a line of cases that have stood over a long period where parties entering into a contract have been bound by that contract. Lord Denning has been at pains to try to import into common law an understanding of the difference in reality between parties to contracts' bargaining powers; that is, the hire-purchase company and the individual, or the airline company and the passenger. They are examples of inequality in the bargaining power. It is a relevant factor for this tribunal to have regard to. I do not believe that there is value in being seen to define it too closely because it must be read in its broadest context. I do not think our judicial system has any inhibitions about making those judgments. Members can see the plain meaning of the words of subclause (2)(a). From the illustrations I have given they can see the sorts of concepts that are imported from those words.

Clause put and passed.

Clauses 148 to 166 put and passed.

Clause 167: Regulations—

Hon. P. H. WELLS: I suspect that the regulations under this Bill will be larger than the Bill itself. I also suspect that they will have more far-reaching implications and effects. I ask the Minister the following questions: Will he follow the New South Wales regulations? Has any work been done on the proposed regulations? When are those regulations likely to be available so people can have access to them to give them some consideration?

Hon. PETER DOWDING: I cannot give the member a specific answer as to when the regulations will be available. I certainly intend that they will be available for wide public circulation well before the Bill is proclaimed and comes into effect. I understand the New South Wales regulations are here, but have not yet been proclaimed, and that Mr Wells' suspicions are not entirely well-founded.

Hon. P. H. WELLS: It appears that as the night goes on the Minister becomes more suspicious. I am seeking information, and I thank him for the indication that it will be available. Perhaps I should put on record my request of the Minister for an assurance that the Opposition will be provided with a copy of the regulations if they are to be distributed prior to the time they are to be publicly distributed. Would he give us that undertaking?

Hon. Peter Dowding: I have already saved the Opposition at least $80 in fees for the acquisition of copies of the Credit Bill and I would be happy to do the same in respect of the regulations.

Hon. P. H. WELLS: Thank you.

Clause put and passed.

Clause 168 put and passed.

Clause 169: Linked credit provider—sale of land—

Hon. P. H. WELLS: My only interest now is that I assume the Minister will report progress, so I have no questions until we reach that stage. If he is going to report progress, I will postpone my remarks on the Bill until tomorrow.

The DEPUTY CHAIRMAN (Hon. P. H. Lockyer): I draw members' attention to Standing Order No. 257 which states that the following procedure should be followed when considering a Bill: (a) Clause as printed and (b) postponed clause. So it will be necessary for clause 19 to be put after clause 170. I remind the Chamber that I am well-aware of the problem.

Clause put and passed.

Clause 170 put and passed.

Postponed clause 19: Variation of application of Act—

Progress

Progress reported and leave given to sit again, on motion by Hon. Peter Dowding (Minister for Consumer Affairs).

House adjourned at 12.27 a.m. (Wednesday).

QUESTIONS ON NOTICE

CONSUMER AFFAIRS: PETROL

Price War

347. Hon. P. G. PENDAL, to the Minister for Consumer Affairs:

(1) Is he aware of the price discount war among petrol retail outlets in the metropolitan area?

(2) If so, is it correct that—

(a) the wholesale price of petrol is 44.9c a litre;

(b) the retail price for many outlets has now been reduced to 45.3c as of today;

(c) consequently, many retailers are operating on a margin of 0.4c a litre;

(d) Federal or State Governments agreed that a margin of 4c a litre was a reasonable margin for retailers?

(3) Is he aware that many retailers may be forced to close their doors because, on this price structuring, they are not covering the cost of rental of premises?

(4) What revenue does—

(a) the Federal Government; and

(b) the State Government;

receive from the wholesale component of 44.9c a litre?

Hon. PETER DOWDING replied:

(1) I am aware of competition among retail outlets leading to price discounting.

(2) (a) The maximum recommended wholesale price by the Prices Surveillance Authority is 44.9 cpl;

(b) and (c) not to my knowledge;

(d) the maximum approved margin is 4 cpl.

(3) This statement appears to ignore financial support provided by the oil companies.

(4) (a) This information would be available through the Federal Government;

(b) 2.17 cpl.

PRISONS: WOOROLOO

Hospital

348. Hon. NEIL OLIVER, to the Minister for Prisons:

I refer to question 300 of Wednesday, 17 October 1984, and the closure of the Wooroloo Hospital, and ask—

(1) Will the hospital continue with its present staff to service the inmates of the Wooroloo Prison?

(2) If not, where is it proposed that medical treatment will be available?

(3) Will additional stand-by staff be required to cover emergency situations, travel, and security arrangements?

(4) Will the proposed arrangements as they relate to the Wooroloo Prison offer substantial cost savings to the Prisons Department?

(5) If "Yes" to (4), what is the amount anticipated to be saved during the current financial year?

Hon. J. M. BERINSON replied:

(1) No.

(2) The onsite sick bay, Fremantle infirmary or public hospitals as required.

(3) and (4) No.

(5) Not applicable.

COMMUNITY SERVICES: CHILDREN

Ngal-a Mothercraft Home Annual Report

350. Hon. G. E. MASTERS, to the Leader of the House representing the Minister for Health:

(1) Has the Minister read, or is he aware of, the Ngal-a Mothercraft Home and Training Centre (Inc.) annual report for the year ended 30 June 1984?

(2) In the "School of Nursing" section of the administrator's report by Miss Patricia C. Young, she states that the "proposed amalgamation of the mothercraft nursing course at Ngal-a and the child care certificate course run by Technical and Further Education, has been rejected by Parliament." Will the Minister write to the administrator (Miss Patricia C. Young) informing her that the proposed amalgamation was rejected by Cabinet and for that reason was never considered by Parliament?

(3) Is it correct that the proposed amalgamation was rejected purely because of the financial commitment it would require?

(4) If so, what was the expected funding requirement of an amalgamated course?

(5) Were the expected funds required by an amalgamated course greater than those required by the present separate courses?

(6) If so, why are increased funds required for the streamlined management of the same course content and teaching?

(7) Noting the advantages of an amalgamated course, particularly the promotion of excellence and care through education, information, and knowledge, will the Minister rather than outright reject the proposal, continue to investigate means by which the proposition may be initiated?

Hon. D. K. DANS replied:

(1) to (3) No.

(4) Not applicable in view of answer to (3).

(5) Yes.

(6) Additional funds were required to meet the costs associated with the employment of nurses to replace the students previously employed at Ngal-a. In addition, an extra two lecturers were required by the Education Department.

(7) The decision was a Cabinet one and there are no plans at present to review the decision.

ENVIRONMENT: BROOME

Lot 1220

356. Hon. N. F. MOORE, to the Attorney General representing the Minister for the Environment:

(1) Has the Department of Conservation and Environment ever carried out an environmental study into the effects of a hotel development on that portion of Lot 1220, Broome, between the Mangrove Hotel and the Kennedy Hill Aboriginal reserve?

(2) If so, what were its conclusions?

Hon. J. M. BERINSON replied:

(1) No. The Department of Conservation and Environment requested the developers to provide additional information before their application could be assessed; i.e., a contour plan, site plan, information on the soils, and an engineering assessment of a safe building set back from the dune scarp. Without further consultation, a preliminary engineering assessment was prepared.

(2) The result of the preliminary engineering assessment was that a contour plan was produced, test holes revealed that the sand dune had a depth of 3 metres, and that the maximum predicted water level for a 100-year cyclone event is approximately 5.5 metres Australian height datum. As the minimum development level is approximately 13 metres Australian height datum, there is no likelihood of flooding at the development level. Further, the frontal dune should be left intact and stabilized and that building development should be kept as far behind the dune as possible.

On the basis of the consultant's report and because of the lack of an adequate foreshore reserve for protection of the coast and public access, the Department of Conservation and Environment opposed release of the Crown land.

TRAFFIC: DRIVERS

Licences

358. Hon D. J. WORDSWORTH, to the Attorney General representing the Minister for Police and Emergency Services:

(1) How many licences to drive commercial passenger vehicles were issued in 1983-84, or were enforced in that year?

(2) What types of vehicle fall within this category?

(3) Is there a minimum age or years of driving experience required before the issue of commercial passenger vehicle licences?

(4) Which category of drivers' licences require regular medical examination before issue?

(5) What areas of health are listed as requiring examination for a medical certificate?

(6) Will the same standards in each of these areas be set for an applicant wishing to drive a commercial passenger vehicle, as an old-age pensioner requiring to drive a private passenger vehicle?

(7) If not, what variance is to be set?

Hon. J. M. BERINSON replied:

(1) 598 licences were approved for issue.

The total number of licences on issue for this category is not available. A special computer programme would have to be written to obtain this information.

(2) Ombinus, school buses, or any other motor vehicles used commercially for the carriage of passengers for hire and reward.

(3) Minimum age is 21, no previous experience is required.

(4) Class "F"—a person licensed to drive those vehicles listed in answer to (2) above.

(5) Specific areas of health listed on the application form as requiring medical examination are—

Fits
Fainting
Epilepsy
Giddiness
Diabetes
Any physical or mental disability
Any complaint or disease for which drugs are taken.

(6) No.

(7) An applicant for a commercial passenger vehicle motor driver's licence will not be issued a licence if he or she—

(a) has vision in one eye only;

(b) has a medical history of epilepsy.

TRAFFIC: MOTOR VEHICLES

Licences: Farm Vehicles

359. Hon. D. J. WORDSWORTH, to the Attorney General representing the Minister for Police and Emergency Services:

(1) How many licences under the Road Traffic Act were granted in the financial year 1983-84 under the class of "Concessional Rates" as "Farm Vehicles"?

(2) How many fall into the classification of—

(a) truck under seven tons;

(b) truck over seven tons;

(c) tractor;

(d) trailer;

(e) 4-wheel drive;

(f) utility or other one-ton vehicle;

(g) self-propelled farm equipment; and

(h) any other?

(3) What is the annual farm plate registration fee for each of these classes?

(4) What is the alternative fee if farm plates are not applicable?

Hon. J. M. BERINSON replied:

(1) 196 were granted, the total number on file as at 30 June 1984 being 3 087.

(2) (a) to (h) Separate figures for each of the referred categories are not maintained.

(3) The fees applicable to the categories referred in 2(a) to 2(h) are—

(a)	new Registration fee	$62.65
	renewal fee	$54.65
(b)	new Registration fee	$62.65
	renewal fee	$54.65

(c) tractors cannot be licensed with farm plates under section 19(5)(f) of the Road Traffic Act;

(d)	new Registration fee	$19.75
	renewal fee	$11.75
(e)	new Registration fee	$62.65
	renewal fee	$54.65
(f)	new Registration fee	$62.65
	renewal fee	$54.65

(g) self-propelled farm equipment cannot be licensed with farm plates under section 19(5)(f) of the Road Traffic Act;

(h) motor cycles may be licensed with farm plates, fees being—

new registration fee	$56.05
renewal fee	$48.05

(4) A licence fee is payable for each category of vehicle at full rates and in the case of motor vehicles is based on the weight and horsepower of the vehicle. The fee for trailers is based on the tare weight of the vehicle and for motor cycles on the engine capacity.

Other registration fees which could include third party insurance, surcharge, recording fee, stamp duty, and plate fee are charged at the normal rate.

361. *Postponed.*

TRAFFIC: FIRE TRAILERS

Licensing

362. Hon. D. J. WORDSWORTH, to the Attorney General representing the Minister for Police and Emergency Services:

In view of the fact that the Road Traffic Bill 1984 currently before the House will depend largely upon regulations to lay down provisions whereby fire trailers can be licensed, will the Minister table these proposed regulations so as to facilitate debate?

Hon. J. M. BERINSON replied:

There will be no specific regulations relating to the licensing of firefighting trailers. As a general rule, trailers are required to conform to with the provisions of the vehicle standards regulations. Where a firefighting trailer conforms to the vehicle standards regulations a class "A" licence will be issued in accordance with the road traffic (licensing) regulations 1975.

Where a fire-fighting trailer does not conform to the vehicle standards regulations, a class "B" licence may be issued in accordance with the road traffic (licensing) regulations, so long as their use on a road would not constitute a hazard and the licence is subject to conditions of use as approved by the Minister.

A paper on the proposed exemptions and requirements is tabled to facilitate debate.

LAND: CROWN

Unallocated: SW Land Division

363. Hon. N. F. MOORE, to the Leader of the House representing the Minister for Lands and Surveys:

In response to my question 919 of Wednesday, 11 April 1984, the Minister provided a map showing vacant Crown land in the South-West Land Division.

Will he now—

(1) Provide a similar map, or make alterations to the existing map, to show the "unallocated" Crown lands of the South-West Land Division?

(2) Advise if there is any "unallocated" Crown land within the town boundaries of any town in Western Australia, and if so, which towns?

Hon. D. K. DANS replied:

(1) As indicated in the question, the Minister for Lands and Surveys has previously provided a map showing vacant Crown land in the South-West Land Division. The member's current request to show "unallocated" Crown lands is not clear. By interpretation, vacant Crown land comprises what could be called "unallocated" land.

(2) Yes. Vacant Crown land—"unallocated" Crown land—of various sizes would exist in most towns throughout the State. An assessment in the form requested could only be carried out manually and in view of the large number of public plans covering townsites throughout the State—some 1 700, in fact—it could not be justified to detach officers to undertake the task of specifically identifying the townsites within which "unallocated" Crown land exists.

QUESTIONS WITHOUT NOTICE

MINISTERS OF THE CROWN

Minister for Industrial Relations: Week Absence

104. Hon. G. E. MASTERS, to the Attorney General:

(1) Is the Leader of the House away for the whole of this week?

(2) If so, is there to be a stand-in Minister for Industrial Relations while he is away?

Hon. J. M. BERINSON replied:

(1) I am not exactly sure of the movements of the Leader of the House, but my understanding is that he will be away for all this week.

(2) I am subject to correction on this, but I believe his portfolio will be in the hands of the Minister for Transport during this week. I will check on this point later and advise the Leader of the Opposition if I am incorrect.

HEALTH: HOSPITALS

Wooroloo: Closure

105. Hon. NEIL OLIVER, to the Minister for Prisons:

I refer him to question 348 answered by him today on the subject of the Wooroloo hospital and ask whether he has in fact visited the hospital.

Hon. J. M. BERINSON replied:

I visited the prison, so that simply by walking around it I can say that I have seen the hospital; but I have not inspected it.

PRISONS: WOOROLOO

Visits by Members

106. Hon. NEIL OLIVER, to the Minister for Prisons:

Following on from his answer to my last question, can he give me an undertaking which the Premier gave me in a letter dated 25 August 1983, reference 175/80, to the effect that any Minister visiting the area would advise me accordingly?

Hon. J. M. BERINSON replied:

In general, when visiting electorates I do attempt to advise the relevant members. When in the course of visiting a section of my own department I enter someone's electorate, I do not really see the need for that advice to be conveyed, if only because the visit is on departmental business and does not involve other persons such as the local members, even if they are interested.

PRISONS: WOOROLOO

Visits by Members

107. Hon. NEIL OLIVER, to the Minister for Prisons:

Will the Minister comply with the Premier's undertaking that a member such as me will be consulted about, advised on, and invited to be present should the Minister visit my electorate?

Hon. J. M. BERINSON replied:

I am not aware of any such undertaking and, with respect, I would regard it as quite extraordinary if a Minister consulting his own department on an aspect of its activities should be expected to invite any other member, whether Government or Opposition, to accompany him. If the member believes that anything he has from the Premier goes further than that, I would be happy to receive a copy of the letter to which he has referred and to consult with the Premier.

PRISONS: WOOROLOO

Visits by Members

108. Hon. NEIL OLIVER, to the Minister for Prisons:

On that basis, can I take it there have been no visits by Government or Opposition members to the prison in relation to the Wooroloo hospital?

Hon. J. M. BERINSON replied:

The only honest answer I can give is that I do not know. I take it the member is referring to the closure of the Wooroloo hospital. That being so, I can only say that there have been no such visits organised by me or through me. Indeed there would be no reason for that since the hospital does not come within the responsibilities of my own department.

PRISONS: WOOROLOO

Hospital

109. Hon. NEIL OLIVER, to the Minister for Prisons:

Again referring to my question 348 today, the answer to which was "No", I ask—

(1) Is it a fact that prisoners needing emergency casualty treatment will drive themselves to Perth for treatment?

(2) Will they be transported in prison transport?

(3) Will they be under escort?

Hon. J. M. BERINSON replied:

(1) to (3) The arrangements for the transport of any prisoner requiring emergency treatment in the future will continue on the present basis.

PRISONS: WOOROLOO

Hospital

110. Hon. NEIL OLIVER, to the Minister for Prisons:

Mr President, I seek clarification. I have asked a question on notice and it has taken time to receive an answer. The answer was that there would be no additional staff required, that there would be no requirement to travel, and no requirement for security arrangements to be made. Not wanting to be repetitive, I want to know if those arrangements are to be made if the hospital is to be closed.

The PRESIDENT: I hope the honourable member is not asking me, because I can give him an absolute guarantee that I do not know. The point is this: The honourable member is entitled to ask a question without notice. He is not entitled to ask a question without notice that he has already asked and that has been answered, notwithstanding that the answer was not the one he wanted. He cannot ask the same question twice. With those limitations, are there any further questions without notice?

LAND: MONKEY MIA

Caravan Park

111. Hon. P. H. LOCKYER, to the Minister for Planning:

(1) Is he aware that two of his officers were sent to Shark Bay last Friday to meet with the shire council?

(2) For what purpose did they go there?

(3) Was it to do with the freeholding of land in Monkey Mia to alter town planning arrangements for a caravan park?

Hon. PETER DOWDING replied:

(1) to (3) I am aware only that consideration of the Shark Bay's town scheme is under way. I am not aware of any other reasons that officers of my department should have visited Shark Bay, but I will take the question on notice and provide the member with an answer.

PLANNING: STRATA TITLES

Composite Buildings

112. Hon. P. G. PENDAL, to the Attorney General:

(1) Does he recall the undertaking he gave about proposed amendments to the Strata Titles Act as they affect composite buildings and in particular a composite building in South Perth?

(2) Is it his intention to proceed in the current session with those amendments?

(3) If not, when does he intend to move on those amendments, bearing in mind that the subject of this particular amendment is now paying, I understand, in excess of $2 100 a year in local government rates because of the anomaly that has been identified and, as I understand it, endorsed for amendment by the Law Reform Commission?

Hon. J. M. BERINSON replied:

(1) to (3) I well remember the representations on this matter and also the undertakings I gave. I am sure those undertakings did not go beyond my saying that I would attempt to have something done in time for the current rating year. I think I have commented in the House before on the fact that it was not found possible to meet that timetable owing to the complexities of the Strata Titles Act review.

I think I am right in saying I had indicated previously that I did not propose to attempt the sort of piecemeal amendment that would have allowed the rating question to be taken in isolation from the other matters referred to in the Law Reform Commission report. The complete rewrite of the Strata Titles Act is a major exercise and will require substantial consideration by the Parliament when it is presented. It is not possible to introduce the Bill in the present session. The current timetable is to introduce it at a very early stage, I hope in the first week of the first session in 1985, with a view to ensuring that the new Act is in place in time for the 1985-86 rating year. As the member will understand, even if the Act were to be amended now, it would not help the constituent to whom he refers or others in the same position as the rating basis for the current year could not be affected by an Act, passed at this time.

PLANNING: STRATA TITLES

Composite Buildings

113. Hon. P. G. PENDAL, to the Attorney-General:

I ask the following question supplementary to the previous question—

In the event that the comprehensive review to which the Attorney-General has referred and of which I have knowledge is not able to go ahead early in the 1985 session, would he, in those circumstances, be prepared to resort to that admittedly piecemeal approach and introduce an amendment concerning the composite building rating question in order that this constituent whom I represent can be relieved of that fairly onerous obligation of rates in excess of $2 000.

Hon. J. M. BERINSON replied:

If necessary, I would be prepared to consider that proposal.

CONSUMER AFFAIRS

Dummy Invoicing

114. Hon. P. H. LOCKYER, to the Minister for Consumer Affairs:

(1) Has the Minister's department or the Minister personally received any complaints of an Eastern States company ringing people in businesses around the State claiming that they have outstanding accounts that need paying?

(2) If so, would the Minister be prepared to table in the Parliament the name of the particular company which has been making these telephone calls?

Hon. PETER DOWDING replied:

(1) and (2) About 10 years ago, when I was in practice, I received an account through my office for an entry of my firm's name which had allegedly been inserted in an international business directory. Being interested to see that name in print, I called my staff for a copy of it. We were unable to locate any reference to any such order, and after having made a complaint, I learnt for the first time about this business of dummy invoicing.

I know that from time to time the department has received advice and complaints about dummy invoicing, and I recall this year there was evidence that it was once again occurring if I am right, from a Hong Kong address. I am not aware of the department's having received any specific complaint of recent times, but I would urge members to ensure that the public of Western Australia is aware that dummy invoicing does occur, that it occurs usually from an address outside Australia, and it is extremely difficult to police for that reason. Therefore, people should look very closely at any invoice for such an item as an alleged entry in a business directory before authorising the payment of it. Short of that, I believe there is probably little else that can be done to counteract that most undesirable commercial practice.

CONSUMER AFFAIRS

Dummy Invoicing

115. Hon. P. H. LOCKYER, to the Minister for Consumer Affairs:

I ask the following question supplementary to the previous question—

Would the Minister's department or the Minister consider taking criminal action against people who are able to be named?

Hon. PETER DOWDING replied:

Without wanting to give any legal opinion about the matter, I can think of a variety of offences which might be constituted by one or other of the schemes of dummy invoicing, but as I made clear to the member, the evidence that I have seen is that such practices usually emanate from outside Australia and, hence, it is quite impossible for us to police. If he has any evidence of such invoices originating from within Australia, I will have the matter immediately referred to the appropriate authorities.

CONSUMER AFFAIRS

Agricultural Monitoring Committee Meeting

116. Hon. A. A. LEWIS, to the Minister for Consumer Affairs:

(1) With regard to the agricultural monitoring committee's meeting in Canberra on 14 November, has the Government de-

cided if any representative from Western Australia will attend?

(2) If so, who will that representative be?

Hon. PETER DOWDING replied:

(1) and (2) Some consideration was given by my department to the question of whether or not there ought to be a representative at that particular conference, and I believe I am correct in saying that it was the advice of my department that it would not be appropriate to send anyone. The decision was based on the very restrictive nature of our travel budget this year, the nature of the work performed by the officer within the Department of Consumer Affairs who is now giving assistance to the rural community in areas of complaints about machinery, and further, having regard to the particular agenda of the matters to be discussed at this meeting.

As a compromise solution, a decision was taken to keep in touch with the conference to ensure that, particularly since the meeting was held in Canberra and we understood that there was to be a Federal Government officer present any information about resolutions or decisions could be communicated to us, and that we would look at the question of attendance at future meetings as the opportunity arose.

CONSUMER AFFAIRS

Agricultural Monitoring Committee Meeting

117. Hon. A. A. LEWIS, to the Minister for Consumer Affairs:

I ask the following question supplementary to the previous question—

Is the Minister aware that item 11 on the agenda of that meeting was a motion that the conference should urge Western Australia to reform its agricultural monitoring committee?

Hon. PETER DOWDING replied:

Yes.

CONSUMER AFFAIRS

Agricultural Monitoring Committee Policy

118. Hon. A. A. LEWIS, to the Minister for Consumer Affairs:

Then, does the Minister not believe that Western Australia should be involved, if other States in Australia are to decide whether or not we should have a monitoring committee, or whether they believe we should have a monitoring committee.

Hon. PETER DOWDING replied:

The member may be asking for an expression of opinion, or is he asking for an expression on policy? If he is asking for an opinion, then my view is that in all the circumstances it was not necessary for a member to be present.

As to the question of policy and the issue of the reformation of that committee, we have had conflicting advice from the rural organisations and groups as to whether or not it has fulfilled a useful function. I have asked the department to investigate a little further the attitude of the rural community towards the operation of that committee before we made a policy decision about it.

CONSUMER AFFAIRS

Agricultural Monitoring Committee Rural Groups

119. Hon. A. A. LEWIS, to the Minister for Consumer Affairs:

Can he name the rural groups he is asking for advice on this particular matter?

Hon. PETER DOWDING replied:

Off-hand, I cannot. I know the major rural groups—the Primary Industry Association was but one—but there were others, and at this stage I do not recall them.

LEGISLATIVE REVIEW AND ADVISORY COMMITTEE

Ministerial Responsibility

120. Hon. P. H. WELLS, to the Attorney General:

Does the legislative review committee come within his portfolio responsibility?

Hon. J. M. BERINSON replied:

Yes.

LEGISLATIVE REVIEW AND ADVISORY COMMITTEE

Clocks: Model By-law

121. Hon. P. H. WELLS, to the Attorney General:

(1) Has he noted the report by the legislative review committee in connection with the model by-law relating to the fining of businesses which display clocks which do not show the right time, and that the report said that, among other legislation, this by-law should be disallowed?

(2) What is the process of moving to disallow it, and what action will be taken on this report?

Hon. J. M. BERINSON replied:

(1) and (2) So far as I can recall I have not had any official report to that effect by the committee. I have noted its comment, but only in the Press. It has not so far reached me officially, but when it does I will give it attention.

LEGISLATIVE REVIEW AND ADVISORY COMMITTEE

Clocks: Model By-law

122. Hon. P. H. WELLS, to the Attorney General:

Further to that question, I ask—

(1) What is the process by which the legislative review committee reports, and the Minister receives a copy of those reports, because the report I referred to was tabled in the House at least a week ago?

(2) Does the committee report to Parliament first, and give the Minister a copy of the report a couple of months later, or does he get a report when he tables it in the House?

Hon. J. M. BERINSON replied:

(1) and (2) I have to confess that the working of this committee is not something to which I apply myself on a daily basis. I think the member has corrected the position for us all. When I said that the committee is responsible to me, I think I was in error. I should have restricted my comment to the fact that, as best I recall it, the relevant Act comes within my authority, to the extent only that I am called on to make decisions in respect of appointments to the committee, its funding, and various aspects relating to its organisation. I think I am getting closer to the correct position if I suggest that the reports of this committee are to come to the Parliament and not to me. To that extent I correct the comment I made earlier.

LOCAL GOVERNMENT: CLOCKS

By-Laws

123. Hon. P. H. WELLS, to the Attorney General:

It is a good education to understand this process.

Hon. J. M. Berinson: I am learning as we go as well.

Hon. P. H. WELLS: I ask—

Considering the report to Parliament recommended that by-law be disallowed, and that it was outside the period set for it to be disallowed, is there any process under which the Government can take action or is it left to someone in Parliament to introduce a measure, and if so, what should it be?

Hon. J. M. BERINSON replied:

I would think that if the timing is as the member says, and I have not had occasion to check it, any further consideration would be a matter for the Minister for Local Government.

HEALTH: HOSPITALS

Wooroloo: Closure

124. Hon. NEIL OLIVER, to the Attorney General:

I refer again to the closure of Wooroloo hospital and ask—

In order to comply with prison regulations regarding the treatment of emergency cases, is it anticipated any additional staff will be required?

Hon. J. M. BERINSON replied:

I find it rather difficult to home in on the point of the question. I am not trying to be evasive. The use which the prison makes of the present hospital is not really of a nature which I would usually describe as emergency use. On the whole it deals with matters of a more chronic nature. Perhaps I am being thrown off the track by to the terminology the member is using. The current advice I have from the Prisons Department is that, if the hospital closes and it is necessary to set up a sick bay to replace that facility,

it will require extra staff, not prison officer staff, but nursing staff. I am advised it would require one nurse on a 24-hour basis, and that over the period of a year something like five nurses would be required to maintain the roster. That may answer the member's question.

If he is talking in terms of anything more serious than that, such as an injury requiring medical or surgical attention in a properly equipped hospital, then my earlier answer is still correct: There is still no need for additional staff in the prison for that purpose, because all prisons are staffed on a basis that either officers are available for emergency action or they can call upon such assistance so quickly as to not require additions to the establishment.

HEALTH: HOSPITAL

Wooroloo: Services

125. Hon. NEIL OLIVER, to the Attorney General:

Are the services available at Wooroloo hospital, or proposed to be available, provided at other similar establishments?

Hon. J. M. BERINSON replied:

Not all of our prisons have a full-time nurse on the establishment.

PRISONS: WOOROLOO

Hospital

126. Hon. NEIL OLIVER, to the Attorney General:

Does the Prisons Department direct prisoners to Wooroloo hospital or Wooroloo Prison Farm because of the nature of the facilities available?

Hon. J. M. BERINSON replied:

It is taken into account.

CONSUMER AFFAIRS

Agricultural Monitoring Committee Other States

127. Hon. A. A. LEWIS, to the Minister for Consumer Affairs:

If the Attorney is "learn-on-the-go-Joe" perhaps the Minister is "out-of-the-heat-Pete". I ask—

Does it concern the Minister that all States except Tasmania have an agricultural monitoring committee and that Western Australia is the only major rural State without one?

The PRESIDENT: Order! I suggest that question is dangerously close to being out of order.

Hon. PETER DOWDING replied:

It would concern me if the State of Western Australia or its population were somehow disadvantaged by any decision of the Government. On the other hand, it is always useful to review one's membership of inter-State committees because my experience, short though it may be, is that a fair degree of wasted time and energy occurs in travelling east to attend innumerable meetings of such committees. I gain no personal joy out of it either from the point of view of the travelling or of the expense to the State.

A need also exists to review committees within the State which may not be functioning in the interests of the group they were set up to protect. I thought I made it clear to the member that I am aware of a number of points of view having been expressed about the worth of the committee and its need, having regard to the changed circumstances of there being an officer within the Department of Consumer Affairs.

The department is presently getting a variety of opinions from a variety of sources and the member's enthusiasm for the committee's existence has been noted and will be noted by the department in that review.

CONSUMER AFFAIRS

Agricultural Monitoring Committee Other States

128. Hon. A. A. LEWIS, to the Minister for Consumer Affairs:

Is he aware that this is the first such conference ever held and that the reason for it is the joining together of the States, so that any problems that are experienced around Austalia can be considered?

Hon. PETER DOWDING replied:

I understood that there had been previous meetings between these interested parties, but whether they were in exactly

the same form as the meeting to which the member referred, I cannot say.

I have made it quite clear that the decision not to attend this conference has been taken. Nothing the member has said to date would indicate to me that the Government should change its decision to simply pay for some officers to go to Canberra and to hear people from other States tell them that Western Australia should have a particular committee to service the industry—that would be a bit beyond the pale. If the member wishes to indicate to me some compelling reasons that may have been overlooked in this matter I will give them my attention.

EMPLOYMENT AND TRAINING

Unemployment: Youth Scheme

129. Hon. P. G. PENDAL, to the Minister for Employment and Training:

(1) Does he recall the public comment by him that a proposal which I put forward regarding youth unemployment was similar to the details of a scheme which he intended to announce?

(2) I ask: Was there a similarity?

(3) Has he, or his department, had the opportunity to ascertain whether the proposal I suggested falls within the guidelines of the Minister's proposals?

(4) If not, do I take it that, in fact, my proposal will be examined within the context of his own scheme.

Hon. PETER DOWDING replied:

(1) to (4) The Department of Employment and Training and I have been working for some months now to put together a series of proposals for the Government. Firstly, in the context of the Budget representations which were concluded some weeks prior to the Budget's being published in Parliament, and also having been given what might be described as the green light to go ahead in certain areas, by giving more attention to the designing of employment creation and job-skilling programmes, we came up with the submission to which the member has referred. The department and I have been engaged in this fairly extensively, but we still have more work to do. If the member has any suggestions he would like to make, we will certainly take them on board.

EMPLOYMENT AND TRAINING

Unemployment: Youth Scheme

130. Hon. P. G. PENDAL, to the Minister for Employment and Training:

(1) Further to my previous question, I ask the Minister whether his answer is, in fact, not the same as it was at the time I made that suggestion; that is, if there are any suggestions to be made, then they should be made to his department?

(2) In the light of that, will the Minister examine the proposals I made openly on that occasion to ascertain whether they fit within the guidelines of the Minister's scheme?

Hon. PETER DOWDING replied:

(1) and (2) I am sorry the member is becoming a little obscure. If he would like to outline the precise proposals he would like me to examine, I will make sure they are examined.

EMPLOYMENT AND TRAINING

Unemployment: Youth Scheme

131. Hon. P. G. PENDAL, to the Minister for Employment and Training:

By way of preface I remind the Minister that I suggested a programme to assist unemployed youth that might usefully be created involving the South Perth foreshore, Sir James Mitchell Park, and Burswood Island—I leave aside Burswood Island because of the ramifications of another project.

I ask—

Is the Minister prepared to examine my suggestion in relation to the South Perth foreshore and other areas, including Sir James Mitchell Park, as a means of helping unemployed youth in this State and, at the same time, provide for a major public amenity which, until now, has been unable to proceed because of the lack of funds?

Hon. PETER DOWDING replied:

I cannot advance the position beyond that which I indicated previously; that is, that the Government is considering a scheme for the employment of people, a scheme by which they will have a chance to contribute to such projects.

I am not suggesting that we have identified the member's electorate as the only area to which we will pay any attention in the next 12 months.

Hon. P. G. Pendal: Did you consider that?

Hon. PETER DOWDING: The member will know that the Federal Government made available an amount of $23 million in the last financial year and an equivalent amount in this financial year for community employment projects which may fit the profile of the programme the member has raised. In respect of the specific matter, with the large amount of funds that the Commonwealth Government has made available for employment creating schemes of the sort proposed, the member may like to assist the local organisations to put in a submission to the community programme secretariat. In respect of the broader issues, I will examine the proposals made by the member and when a broad structured scheme emerges, it will become apparent where the specific that the member has suggested will fit it.

CONSUMER AFFAIRS

Agricultural Monitoring Committee Voluntary Members

132. Hon. A. A. LEWIS, to the Minister for Consumer Affairs:

Is he aware that the agricultural monitoring committees in other States have voluntary members—I can see the Minister for Budget Management's ears prick up—who solved 95 per cent of the problems handed to them since they came into operation. All bar five problems in Australia have been solved by these committees and three of those five problems came from people who were not agents to the agreement.

However, would the Minister not think that it would be better to have these problems solved on a voluntary basis rather than their being overlooked by the already overworked members of the Department of Consumer Affairs.

The PRESIDENT: Order!

Before I call on the Minister for Consumer Affairs, I want to remind honourable members that the purpose of asking questions is to seek information or to press for action. It is not to give information or to express a point of view. In short, a question should not be a short speech. I call on the Minister for Consumer Affairs.

Hon. PETER DOWDING replied:

I am not aware of the particular information the member has raised.