HOUSE OF ASSEMBLY

Wednesday, November 1, 1972

The SPEAKER (Hon. R. E. Hurst) took the Chair at 2 p.m. and read prayers.

COLLEGES OF ADVANCED EDUCATION BILL

His Excellency the Governor, by message, recommended to the House of Assembly the appropriation of such amounts of money as might be required for the purposes mentioned in the Bill.

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QUESTIONS

AFRICAN DAISY

Dr. EASTICK: In the absence of the Premier, can the Deputy Premier say whether the Government has any predetermined plans with regard to requests being made by service clubs and other groups in the community for casual employment? I am in total accord with the work to be undertaken by members of the Lions Club in relation to African daisy. I know that, although money will be made available to that organization for its efforts, the money will be passed on immediately for community benefits, in this case for the purchase of a dialysis machine. Is there any way in which other organizations, such as Boy Scout groups, school committees, community groups, or service clubs, may approach the Government to be considered in relation to any further activities of this type that are visualized, or is the case to which I have referred to be a once-only situation, so that there will be no purpose in any other group's making representations to the Government?

The Hon. J. D. CORCORAN: I sincerely hope that it is a once-only situation, because I hope the overall situation improves to such an extent that we will have no need to devote State funds to employing people who are unemployed in the metropolitan area. Concerning the specific question, the Government has provided funds to two sources at present: the first is the Government itself, whereby various Government departments will employ people directly from those now unemployed by putting them to work on various Government projects. Secondly, it will allocate funds to various metropolitan councils so that they can employ, on various projects, people who are now unemployed. It would be perfectly proper for any service club, whether it be Lions, Rotary, Apex, Jaycees, or any other club, to place before any metropolitan council a project that it believed would benefit the community, and ask that that project be considered in terms of the funds available to the council. If the council considers the project worth while, it could submit it for approval to the Lands Department, and funds could be spent on it. My advice to any service club contemplating setting up a programme of work, whereby unemployed people can be used, would be to approach the metropolitan council in the area in which it was situated to ascertain whether it was willing to support it.

Dr. Eastick: These are club members: they are not unemployed people.

The Hon. J. D. CORCORAN: The scheme is designed not to employ club members but to employ unemployed people. I understand that the Leader is suggesting that we should employ people who are not unemployed but who are setting out on a project and earning money.

Dr. Eastick: That has been announced today.

The Hon. J. D. CORCORAN: That is not what the Government intends, as far as I am aware. The funds made available by the Government are to employ unemployed people and to have work done in various council areas and in the field of Government activity that would benefit the community generally. I have not seen the announcement to which the Leader refers. Is he suggesting that the Government should make funds available to clubs for this reason?

Dr. Eastick: The Minister of Agriculture made the announcement.

The Hon. J. D. CORCORAN: I know nothing of it.

Mr. Millhouse: It is a Cabinet responsibility.

The Hon. J. D. CORCORAN: The Minister of Agriculture can make a decision in his own right, because funds are available to him from the scheme to do this type of work. He could make that decision, but I know nothing of it. I understood that funds were to be used to employ people who were unemployed, and I should think that there were people unemployed who would be available to do the things

suggested by the Leader. I will consider the matter, and let the Leader know whether there has been any change of policy in this regard.

Mr. HOPGOOD: Will the Minister of Environment and Conservation, in conjunction with the Minister of Agriculture, consider extending the ambit of the scheme announced in this morning's press in order to include Sturt Gorge? As I understand the report in this morning's newspaper, the scheme was to include Crown land, and in particular certain parts under the control of the Minister. I believe that there are areas of the Sturt Gorge, which is on the boundary of my district, that are Crown land and, therefore, would possibly come within the ambit of any extension of this scheme.

The Hon. G. R. BROOMHILL: I am not completely clear about the total area that the Minister of Agriculture contemplates in relation to this scheme. The area to which the honourable member refers may have received some consideration already, but I shall be pleased to refer the matter to my colleague to find out whether the area decided on can be extended.

Mr. GOLDSWORTHY: Will the Minister of Works ask the Minister of Agriculture what he intends to do to help the Gumeracha council in its efforts to control African daisy, especially in relation to Crown lands held by the Woods and Forests Department in the Gumeracha council area? Last year, during the appropriate part of the season, the Minister of Agriculture, the Leader of the Opposition, council members and I inspected forestry lands in the Gumeracha council area. I think that on that occasion it was agreed that the Minister and the council would devise a scheme to try to control the weed. In view of the announcement in today's newspaper that the Government intends to do something about controlling African daisy in the Cleland reserve, has the Minister a similar scheme to help the Gumeracha council, because landholders with properties near this Crown land have an impossible task in trying to control African daisy unless something is done about the weed on the Crown land?

The Hon. J. D. CORCORAN: I shall be pleased to raise the matter with my colleague.

Mr. EVANS: Will the Minister of Works ask the Minister of Agriculture to implement a complete programme of eradicating African daisy and other noxious weeds in the Hills areas, especially on Crown land? The press article today, referring to the Minister of Agriculture's allocation of money to a service group to carry out some form of eradication on 100 acres, states that $2,000 has been provided. However, this money will be virtually wasted unless a complete programme is carried out in respect of all Crown land in the Hills areas. Of course, as about 10,000 acres is either badly or slightly infested with noxious weeds, I may end up as one of those who might help in connection with the present 100-acre programme. However, it is no use spending money on just one small area: the whole problem must be tackled, and this would tend to support local councils in their approaches to property owners. Such councils, if they could say that Government property had been cleared of noxious weeds, would be able to say to the person concerned, "I'd like you to do the same thing". Will the Minister follow up this matter?

The Hon. J. D. CORCORAN: Yes.

WORKING WEEK

Mr. MILLHOUSE: In the absence of the Premier, I desire to ask a question of him who represents him, namely, the Deputy Premier. Will the Deputy Premier say whether the Government still supports the principle of a 35-hour week?

Mr. Curren: You've asked that three times already.

Mr. MILLHOUSE: No, twice. On August 1, after I had put a Question on Notice, not having had a reply to a question without notice on this matter, the Deputy Premier, replying for the Premier, stated:

> The Government supports the principle of a 35-hour working week applying to all employees in circumstances which will ensure fair treatment of all sections of the community and upon its introduction nationally.

I have noticed that the latest Gallup poll—

Mr. Jennings: Have you got leave to explain?

Mr. MILLHOUSE: Yes, I think I have leave. The latest Gallup poll shows that six out of 10 Australians are against any reduction in the hours of work. According to the Gallup poll, the public would oppose a cut of even one hour to a 39-hour week, let alone a cut of five hours, and it also shows that, in fact, only 34 per cent of Australian Labor Party voters are in favour of a 35-hour working week. I see later in the report of the Gallup poll result that the Amalgamated Metal Workers Union, in Victoria anyway, is overwhelmingly in favour of it and, doubtless, that would tip the scales so far as this Government was concerned. In view of the Gallup poll figures and the nearness of the Commonwealth election (on which this

Government obviously has an eye), I ask whether the Government has changed its mind on this matter or whether it is still in favour of a 35-hour week.

The Hon. J. D. CORCORAN: In reply to him who represents both the Liberal Movement and the Liberal and Country League in this House, I merely want to say that the position on this matter so far as this Government is concerned is exactly as it was when I replied to the honourable member previously.

Mr. Millhouse: In other words, you ignore public opinion?

The SPEAKER: Order!

POPULATION DENSITY

The Hon. D. N. BROOKMAN: Can the Deputy Premier, in the absence of the Premier, tell me what is the intended maximum population density to the acre proposed for living conditions in the metropolitan area of South Australia? A report, which I think was given in this House in relation to Hackney redevelopment, deals with the number of people planned to live on each acre of land. I understand that the number goes as high as 90 for some types of housing, and I should like to know what is the maximum that the State Planning Authority intends, because it is well known that high-density living brings tremendous problems. Multi-storey building is not necessarily bad, but population density can be extremely bad. Having recently seen the effects of high-density living in other parts of the world, I have returned reinforced in the feeling that we will sell ourselves out if we succumb to the temptation to cram more people into each acre in Adelaide merely because that may make our services more economic. I should appreciate a reply, either now or in due course.

The Hon. J. D. CORCORAN: I appreciate the honourable member's question, and I point out that the Government shares his concern about the problems that arise from too many people living in a confined area. Although I do not know offhand what is the maximum number that the State Planning Authority considers to be reasonable in this situation, I point out to the honourable member, who I am sure would agree with the steps already taken by the Government, that we view with concern generally the developments occurring in Adelaide. The Government desires, as near as possible, to retain the city of Adelaide as it is; hence its decision to establish a second town, such as Murray New Town, to cater for the overflow of population from the Adelaide metropolitan area. We wanted to have some effective means of separating that population overflow from Adelaide; hence the location of this second city, which will be effectively separated from Adelaide by means of controls introduced in relation to the watersheds. I am sure that the Government and the State Planning Authority are in accord with the views expressed by the honourable member who, I am pleased to note, during his travels overseas, from which he has just returned, has observed the situation applying elsewhere. Indeed, I think it is valuable to this Parliament that these sorts of view should be expressed so that the Government can note various observations made by the person concerned with a view to retaining the beauty of this city, of which we are so proud.

GREENHILL ROAD

Mr. LANGLEY: Will the Minister of Environment and Conservation, in the absence of the Minister of Roads and Transport, ask the Road Traffic Board when it is expected that pedestrian traffic indicator lights will be installed on Greenhill Road opposite the Methodist Ladies College entrance? Since the Highways Department, in co-operation with the Unley City Council, has completed work on Greenhill Road, the volume of traffic has increased immensely, and I point out that this road forms part of an excellent ring route of the city. The installation of these lights would be a great help to students at this college and, if the lights worked similarly to the way in which ordinary traffic lights work, showing red, amber and green, I believe that it would improve the flow of traffic and help to ensure safety for all concerned.

The Hon. G. R. BROOMHILL: Knowing that the Minister is aware of the honourable member's concern about this matter, I will see whether information is available on the possible future installation of these lights.

ABORIGINAL EMBASSY

Mr. RODDA: My question relates to the Aboriginal embassy at North Adelaide and to the burning of tents allegedly belonging to the Adelaide and Flinders Universities. I have received a letter from a constituent drawing my attention to a news report on October 4 and expressing concern about this matter. He states, in part:

I think there is a principle involved here. If members of the university Marxist Club or the Labour Club, or even the Liberal Club—

he is at least being broad-minded—
subscribed the money for the tents for the embassies then that's their business and I have no objections.
However, my constituent is concerned that public funds may have been used to buy these tents, and, if public funds were used, he wishes to know what is being done about the matter. I am willing to give this letter to the Minister of Community Welfare if he wishes. Will the Minister comment on this matter?

The Hon. L. J. KING: I will inquire for the honourable member if he lets me have the letter, but I am not sure that I understand what is my concern or the Government's concern in this matter. I assume that if the tents were the property of the university, the University Council would be the body interested in what happened to its property.

The Hon. Hugh Hudson: Perhaps the member for Kavel could help.

The Hon. L. J. KING: Perhaps the member for Kavel would be able to help the member for Victoria and make inquiries in the appropriate place. If the honourable member lets me have the letter, I shall see what I can find out about the matter.

TEA TREE GULLY PRIMARY SCHOOL

Mrs. BYRNE: Will the Minister of Education obtain a report concerning the stage reached in building and the expected date of occupation of the replacement school for the Tea Tree Gully Primary School? In the Loan Estimates for 1972-73, $415,000 has been allocated for the erection of a brick school to replace the existing Tea Tree Gully Primary School, and this project is now well advanced.

The Hon. HUGH HUDSON: I do not have with me the information that the honourable member seeks, but I shall be pleased to inquire and bring down a reply as soon as possible. I understand that the department is already proceeding with appropriate staffing of the new school, and that the whole matter is well ahead of schedule.

FISHING

Mr. CARNIE: Does the Minister of Works, representing the Minister of Agriculture, know of plans to establish a fishing research laboratory using funds obtained from the Commonwealth Fisheries Research and Development Fund? If there are such plans, will Port Lincoln, as the largest fishing port in Australia, be the site for such a laboratory?

The Hon. J. D. CORCORAN: The reorganization of the Fisheries Department is being investigated and the result of that investigation could lead to the establishment of a research division in the department, but no finality has yet been reached in the matter. True, both State and Commonwealth Governments are involved and, as the honourable member knows, we passed a Bill some time ago to provide, from State sources, money for research. The honourable member will realize also that a certain part of the department must be established to handle this matter effectively. I shall be happy to refer to my colleague the honourable member's question in respect of Port Lincoln being the base for this sort of work so that he may consider the matter. The matter generally is under active consideration.

Mr. WARDLE: Will the Minister of Works ask the Minister of Agriculture whether the Government has made any decision about upgrading the fishing industry, following the recent report that, during the last 12 months, the turnover of the industry has grown from $9,400,000 to more than $11,000,000? I remind the Minister that early in the year the Australian Fishing Industry Council (S.A. Branch) made representations to the Minister of Agriculture seeking the creation of a portfolio for fisheries and an extension of facilities in South Australia for the study of certain projects connected with the fishing industry in this State, and suggesting that South Australia might seek a greater contribution from the Commonwealth Government toward those facilities.

The Hon. J. D. CORCORAN: Perhaps the honourable member did not hear my reply earlier to a question from the member for Flinders, when I said that at present an inquiry was being held into the reorganization of the Fisheries Department. The Government is concerned that the industry receive the best treatment possible. I can fairly say that it was the previous Labor Government that established a Select Committee to inquire into the fishing industry, and this led to the repeal of the Fisheries Act and the enactment of a new Act. However, two of the honourable member's colleagues refused to serve on that Select Committee.

Mr. Coumbe: You know the circumstances.

The Hon. J. D. CORCORAN: I do not, but I understand that they withdrew from the committee because they believed it was a political ploy. It was not a political ploy: the Government acted on the committee's report. No-one knew why these members

withdrew, and they did not know themselves, except that they thought some political capital might have been made out of the matter.

The Hon. D. N. Brookman: The committee didn't do its job, anyway.

The Hon. J. D. CORCORAN: It did, and the Bill that was introduced was based on the committee's report. I ask the honourable member whether he believes that the crayfishing industry should have been left as it was and over-exploited; whether he believes that the abalone industry should have been left as it was and over-exploited; and whether he believes that the prawning industry should have been left as it was and over-exploited? These matters were dealt with as a result of the committee's report, and it was this Government that finalized the draft of the report although it was commenced during the period of the previous Government. However, that Government did not finalize the report by any stretch of the imagination. During this Parliament the Government has introduced a Bill that now provides that half the fees collected from licensing, etc., is to be devoted to research into the industry, but that action was not taken by the former Government, although it was recommended by the Select Committee that inquired into the fishing industry.

The Hon. D. N. Brookman: Have you seen the terms of reference of that Select Committee lately?

The Hon. J. D. CORCORAN: The honourable member can read the report and criticize it if he wishes, but I should like to know what aspects of the report he disagrees with.

The Hon. D. N. Brookman: It didn't do its job.

The SPEAKER: Order!

The Hon. J. D. CORCORAN: I appreciate the member for Murray's question and his interest in this matter, but I point out to him that this Government has not been backward in supporting this industry, and it will continue to support it in future where it possibly can. The Minister of Agriculture, who is responsible for the Fisheries Department, has had recent consultations with officers of the Commonwealth Department of Primary Industry and, in the strongest terms possible, has requested that money be made available from the Commonwealth Government for research along similar lines to those under which money was made available to Victoria recently as a result of the Victorian Government's banning the sale of shark under a certain size because of its mercury content. We have received no reply yet, but we wish to employ in research work people who have been deprived of their livelihood as a result of the Victorian Government's decision. However, we need money to do this, and the State does not have that kind of money yet. At present we are involved in reorganizing the department, and eventually that could lead to a division within the department, one branch handling research and the other handling administration: I believe that this decision is desirable. I will refer the honourable member's question to my colleague and, if he has anything further to add, I will ask him to do so.

STATE BUDGET

Mr. BECKER: In the absence of the Treasurer, has the Minister of Works, as Deputy Premier, a reply to my question of October 10 concerning State finances?

The Hon. J. D. CORCORAN: The Revenue Account for September, 1972, showed a surplus of $9,577,000, or about $3,700,000 more than the surplus for September, 1971. A number of abnormal features contributed to this figure, as follows:

(1) Interest for September, 1972, was barely $1,500,000 compared to a monthly average of $6,300,000;

(2) There was only one teachers' pay in September, 1972, making up about $3,250,000 compared to the average monthly outgo of about $7,000,000;

(3) Pay-roll tax of about $2,750,000 was included in September, 1972, but not in September, 1971;

(4) In September, 1972, there were two fortnightly Public Service and four weekly hospital pays compared to three and five respectively in September, 1971.

When account is taken of the foregoing, the result for September, 1972, is quite in line with Budget expectations, except that both revenues and expenditures may be running rather above anticipations. For the three months to the end of September, 1972, the revenue surplus was $6,111,000, or nearly $5,400,000 above the surplus to September, 1971. Allowing for the fact that there was one fewer Public Service pay and one fewer hospital pay than in the previous year, for the inclusion of pay-roll tax in 1972 but not in 1971, and for the greater rate of advance of Commonwealth grants, the 1972 result is reasonably in accord with the Budget.

HILLS SUBDIVISION

Mr. McANANEY: Will the Minister of Works explain the present policy with regard to subdivision of leasehold property in the Hills catchment area? Recently, applications for subdivisions that would have gone through freehold land were refused on the grounds that leasehold holdings were involved. This decision seems to be at variance with the Government's policy.

The Hon. J. D. CORCORAN: I dealt with this matter recently when the honourable member asked a question in which he said that there had been a change of policy by the Engineering and Water Supply Department with regard to subdivision in watershed areas. On that occasion, I said that I should like to know details of the case because the policy had not been changed. However, on inquiry I ascertained that land held on perpetual lease was treated differently from freehold land. As a result, following discussions I had with officers of the Lands Department and of the Engineering and Water Supply Department, on Monday last Cabinet agreed that in future the policy with regard to land held on perpetual lease would be that freeholding would be permitted within the metropolitan watershed area. Any person currently holding land on perpetual lease will be able to do this. Therefore, subdivision will be permitted, consistent with the requirements of the Planning and Development Act, with regard to land held on perpetual lease as well as freehold land. People holding land on perpetual lease will be treated in the same way as are people who hold land on a freehold basis, and the policy will be the same in both cases. What I have said does not apply in the case of other types of lease, such as miscellaneous lease, annual lease, and so on. From now on the policy will be that land held under perpetual lease will be treated no differently from land held on a freehold basis.

Mr. McAnaney: If these people apply again, they will get permission?

The Hon. J. D. CORCORAN: Applications that have been made previously will probably now be acted on in the way I have described. However, it may pay people who have previously applied to apply again in order to have their applications reviewed.

ABATTOIRS

Mr. VENNING: Will the Minister of Works ask the Minister of Agriculture whether the work on the new beef hall at the Gepps Cross abattoir is proceeding rapidly enough to enable the hall to be completed by Christmas this year? When the Minister announced that a new beef hall would be constructed at the abattoir, he said that it was expected that it would be completed by Christmas. Although producers were concerned at the delay because the rush period would be over by Christmas, they accepted that the new hall would be an improvement in future. Because of the shortage of money faced by the Metropolitan and Export Abattoirs Board as a result of salary increases being made retrospective to last August, producers are also concerned that the beef hall will not be ready by Christmas. Is work still proceeding at the rate originally intended?

The Hon. J. D. CORCORAN: I will make appropriate inquiries.

Mr. VENNING: Will the Minister of Works draw to the attention of the Minister of Agriculture detailed information broadcast on the Country Hour today concerning overtime paid at the Gepps Cross abattoir? In today's Country Hour, details were given indicating that the sum paid for overtime in the last 12 months was $1,700,000, the sum paid last year was $1,600,000, and for the last six years the total sum was $5,000,000. The comment made was that it would have been better if some of the money had been spent to provide extra facilities at the abattoir.

Mr. Gunn: That is to employ more people.

The Hon. J. D. CORCORAN: I will refer the matter to my colleague.

WATER POLLUTION

Mr. EVANS: Will the Minister of Works have investigated the possibility of employing some unemployed people in clearing up the waterways that carry water into our reservoirs? For many years some Hills people have commented that the waterways in the Hills areas that feed our reservoirs are often full of rubbish, such as parts of dead trees and other material that falls or is washed into the water as it passes through various properties.

The Hon. Hugh Hudson: How much comes from your property?

Mr. EVANS: I do not have any property in the catchment area. As a result of what I have described, much of the present problem we have with our water supply is caused.

The Hon. J. D. CORCORAN: Although the department has no intention of doing this at present, I will certainly have the matter examined. I point out to the honourable member that, although what he has described may look unsightly, it does not really contribute to the pollution of the reservoirs.

Mr. Evans: It causes discolouration.

The Hon. J. D. CORCORAN: Dead timber and material of that type does not cause a real problem. If we could remove this, the water would look better, but I do not think the quality would be improved. However, I will have the matter examined and let the honourable member know whether there is any possibility of doing what he has suggested.

Mr. McANANEY: Has the Minister of Works a reply to my recent question about the effect of certain types of pollution in the Hills catchment area?

The Hon. J. D. CORCORAN: Piggeries constitute one of the most concentrated sources of animal waste presently found in the Mount Lofty Range watersheds. In June, 1972, about 11,000 pigs were situated in 84 piggeries throughout these areas. The comparable figures for dairies licensed by the Metropolitan Milk Board is about 30,000 dairy cows in a total of 824 dairies. While a number of the piggeries are small, two of the largest each have a population of 1,500 to 2,000 pigs and the quantity and nature of the resultant waste from each of these is equivalent to that of a township with a population of 6,000 persons. The presence of such waste in watershed areas is a potential water pollution hazard and effective control demands the implementation of strict control measures.

In some cases the effects of high animal concentrations have been accentuated by the denudation of pasture resulting from the common practice of free ranging of pigs. In such instances run-off containing piggery waste is discharged readily into watercourses, while eroded soil increases turbidity levels. The number of piggeries in watersheds has shown a progressive reduction following the implementation of the water pollution control policy and consequential by-laws. Of those piggeries still in operation most of the larger establishments have provided for the pretreatment of wastes, while discussions are being held with the remainder for the progressive provision of such facilities. The honourable member also asked about the result of tests that had been conducted, but those results are not yet available. Evidently, as long-term tests are being conducted by the Bolivar laboratories, it will be some time before the final results are known.

STRZELECKI TRACK

Mr. ALLEN: In the absence of the Minister of Roads and Transport, will the Minister of Environment and Conservation consider upgrading the Strzelecki track in view of the increased traffic that will use it to carry pipes for the Moomba to Sydney gas pipeline and for the proposed liquids pipeline from Moomba to the Spencer Gulf area? Since I asked a similar question last year, conditions have altered considerably. This morning's newspaper contains an article headed "Port for Pipes", which states:

Port Pirie has been named as a likely port at which pipes for the Gidgealpa-Sydney gas pipeline could be landed from Japan. Port Kembla (New South Wales) and Whyalla are also being considered.

Regardless of whether the pipes are unloaded at Whyalla or Port Pirie, they will still need to be carted over the Strzelecki track to reach their destination at Moomba.

The Hon. G. R. BROOMHILL: I will refer the matter to my colleague to obtain the information the honourable member has requested.

GAS

Mr. COUMBE: In the absence of the Treasurer, has the Deputy Premier a reply to my previous question regarding the royalties to be paid to South Australia for natural gas supplied to the Australian Gas Light Company in Sydney?

The Hon. J. D. CORCORAN: The rate of royalty payable on natural gas derived in South Australia is 10 per cent of the value of the gas at the well-head, that is, after it has been extracted from the well but before being collected, treated, and transported. It is estimated, on the basis of present costs of collection and treatment and from the field price believed to be payable by the Australian Gas Light Company, that the royalty on that company's contract will be about .7c a thousand cu.ft. of gas supplied. Anticipated supplies to the company vary from about 35 billion cu.ft. in the first year (that is, about 1975) to about 175 billion cu.ft. a year in the twentieth to twenty-fifth years. Thus, if all the gas in the New South Wales contract were to be derived in South Australia, the royalties might be expected to vary from about $250,000 in the first year to about $1,250,000 a year in the twentieth to twenty-fifth years and perhaps aggregate $20,000,000 over the whole 25 years. However, it is undoubted that some proportion of the gas will be derived from wells across the border in Queensland, and that proportion may be significant, particularly in the later years. Accordingly, the South Australian royalties under the contract will almost certainly be less and may be significantly less than

the estimates. In any case the estimates can make no claim for precision, being no more than informed guesses.

CAMPBELLTOWN ZONING

Mr. MILLHOUSE: Can the member for Tea Tree Gully say whether the Subordinate Legislation Committee intends to proceed with the move to disallow the Campbelltown zoning regulations, of which she has just given notice, or is this merely a holding operation? This is a matter of great interest and controversy, although it is a localized matter. As the session is running out, I should like to know (and no doubt other members would like to know) whether this is a genuine notice of motion for disallowance or whether the committee has not yet finished its deliberations. In either case, it will be necessary for the Government to co-operate with the honourable lady and other members to allow time for debate.

The SPEAKER: I do not think the honourable member for Tea Tree Gully has given the notice to which the honourable member has referred. The honourable member for Tea Tree Gully.

The Hon. J. D. Corcoran: Get up and tell him he's wrong again.

Mrs. BYRNE: As Chairman of the Subordinate Legislation Committee, I have not given notice of moving disallowance of the Campbelltown regulations: I merely presented to the House the evidence placed before the committee on this subject.

ADELAIDE FESTIVAL CENTRE

Mr. COUMBE: In the absence of the Treasurer, has the Deputy Premier a reply to my question of October 19 about costs of the Adelaide Festival Centre project, including the cost of overtime that was necessary because of delays in work which resulted from strike action?

The Hon. J. D. CORCORAN: The estimated final cost of the Adelaide Festival Centre project is as follows: Adelaide Festival Theatre $6,435,622; drama theatres $5,145,000; ancillary contracts and associated works $856,660; and future works (permanent accommodation for South Australian Railways Institute, in the Railways Building, the southern plaza with car park and the underpass under Montefiore Road) $1,350,000; a total of $13,787,282.

ASSEMBLY OF TITLES

Mrs. BYRNE: In the absence of the Premier, has the Deputy Premier a reply to my question of September 26 about assisting landowners, especially those in Hills area, in respect of the assembly of titles?

The Hon. J. D. CORCORAN: It is assumed that the honourable member, in asking the question, had in mind the consolidation of titles, namely, the issue of one certificate of title in the place of two or more existing certificates relating to adjoining parcels of land held in the same ownership. In these circumstances a consolidation may be effected quite inexpensively, and it merely entails the making of a written request by the registered proprietor to the Registrar-General together with the payment of $5, being the prescribed fee for the issue of the new title and the production of the existing certificates of title involved in the consolidation. Separate titles may be "assembled" by means of a plan of subdivision or resubdivision duly approved by the Director of Planning. In such a case new "allotments" could be created thereby, and the number of pre-existing allotments could be reduced. This method would involve much more expense than the manner I have already described.

PREMIER'S ABSENCE

Mr. GOLDSWORTHY: Will the Deputy Premier use his good offices with the Premier to persuade him to stay in South Australia and attend to his Parliamentary duties, instead of taking part in the Commonwealth election campaign in New South Wales, while the South Australian Parliament is sitting? A report in the *Nation Review* states that the Premier is scheduled to speak in the Kingsway Theatre in Sydney this evening in support of the Australian Labor Party candidate for Cook in the forthcoming Commonwealth elections. I assume that that is the reason for his absence from the House today.

The Hon. G. R. Broomhill: Wrong again.

Mr. GOLDSWORTHY: Obviously, either the advertisement is misleading or there is some other reason for his not being in the House today.

The Hon. J. D. CORCORAN: The first thing I want to tell the honourable member and other honourable members is that the Premier is absent from this State today on Ministerial business, and he will also be absent tomorrow for the same reason.

Mr. Millhouse: Where's he going to be tonight?

The Hon. J. D. CORCORAN: The Premier is in Sydney attending a meeting of the Australian Tourist Council and, quite properly,

the Labor Party in that State has taken advantage of his presence to use him, as he can be used most effectively, to campaign for a Commonwealth Labor Government.

Mr. Millhouse: They're desperate!

The Hon. J. D. CORCORAN: No, they always want to use good material. I do not think the Deputy Leader of the Opposition, the member for Rocky River, or other Opposition members will be invited to other States to campaign in this way. It is the Premier's business what he does on his evenings in Sydney when he is free and, if he desires to address a political gathering there or anywhere else, he is working for an excellent cause. The other point I want to make is that the Government did not object when the Deputy Leader of the Liberal Movement and of the Liberal and Country League in this State trotted off to Sydney to appear before the High Court, nor did we object when the Leader of the Liberal Movement trotted off to Sydney to address certain gatherings. Both the Leader and the Deputy Leader went there merely for the purposes I have mentioned. I point out to the honourable member who has so kindly asked this question that the Premier is really in another State on Ministerial business.

Mr. MILLHOUSE: Will the Premier's Deputy indicate now to the House when the present Parliamentary session will end, so as to remove any doubt about the Premier and other Ministers neglecting their duties by being absent from the Chamber when Parliament is sitting? The member for Kavel has already drawn the attention of the House to the activities of the Premier this evening in support of an A.L.P. candidate in another State when he is supposed to be working on behalf of this State at a Tourist Ministers' conference. Indeed, from my experience at Ministerial conferences, I know that they meet not only during the day but also in the evening, although this conference may be different. There are also other members in the House who are anxious to take part in the Commonwealth election campaign in South Australia, if not elsewhere, and it would be of great convenience to all of us on both sides if we could, as the Premier apparently does without reference to anyone else, get on with the Commonwealth election campaign. With the chances of the A.L.P. slipping daily, I should have thought that Government members were anxious to do this. I certainly am most anxious to take part in the campaign in my own Commonwealth district and to clinch Ian Wilson's victory in the Commonwealth District of Sturt.

Members interjecting:

The SPEAKER: Order! The honourable member for Mitcham cannot make a political speech.

Mr. MILLHOUSE: I should not dream of doing so. We would all like to know when the session will end.

The Hon. J. D. CORCORAN: There is absolutely nothing at all to prevent the honourable member from leaving this Chamber at any time he wants to.

Mr. Millhouse: You criticized me a little while ago for doing that.

The Hon. J. D. CORCORAN: I criticize the honourable member whenever he draws the attention of other members to the absence of Government members from this Chamber. The Government would be delighted if the honourable member would go into the Commonwealth District of Boothby to support his great colleague, friend and ally, the progressive member for Boothby (Mr. McLeay), and we would also be delighted if he would go and help his Liberal Movement friend and candidate in the Commonwealth District of Sturt. I am certain that most members know that he would add nothing at all to that campaign; in fact, he might damage his colleagues' chances. We would be delighted if he would go.

Mr. Millhouse: When will we get up?

The Hon. J. D. CORCORAN: When the Government completes its legislative programme the House will adjourn.

AIR CHARTERING

Mr. GUNN: Has the Deputy Premier a reply to the question I asked the Premier on September 14 regarding air chartering by the Government?

The Hon. J. D. CORCORAN: When the honourable member asked his question on September 14, 1972, the Premier stated that the Government's normal charter operations were done with a South Australian company, namely, South Australian and Territory Air Services. That arrangement continues as a matter of policy. In these circumstances, the services of Central Australian Airways Proprietary Limited will not be used for Government charter work when the other service is available, although no ban as such has been placed on use of the latter company.

ADULT EDUCATION

Mr. McANANEY: Has the Minister of Education a reply to my question about the finances of the Onkaparinga Adult Education Centre?

The Hon. HUGH HUDSON: In the first attempt at introducing a budget for the Onkaparinga Adult Education Centre, account had to be taken of a redefinition of areas consequent on the opening of the O'Halloran Hill Technical College. The responsibility for classes at Christies Beach and the area south along the coast as far as Port Noarlunga will be transferred from Onkaparinga Adult Education Centre to the new O'Halloran Hill Technical College from January 1, 1973. The figure of $55,000 cited by the honourable member includes expenditure on classes in this area, while the $43,000 budget allocation does not. The Principal of the centre asked for a budget allocation of $43,000, which, however, did not make allowance for the recent increase in part-time hourly rates. In determining an allocation of $43,000 it was considered that the additional hourly rates of about $4,000 could be absorbed by reassessment of the peripheral activities which form a large part of the programme of Onkaparinga Adult Education Centre. It is a fact that Onkaparinga Adult Education Centre has an unusually high proportion of classes for children, including classes for physical culture, children's ballet, junior art, junior dressmaking, junior silver band, etc. These classes should be reconsidered in the light of the budget and in the light of reasonable priorities for adult education. The initial circular of September 11, 1972, to principals of adult education centres made clear that further information would be required by Friday, December 8, 1972, to permit a review of the overall budget allocations prior to the commencement of classes in 1973.

FIJI HURRICANE

Mr. MATHWIN: Will the Deputy Premier, in the absence of the Premier, say whether the Government will help the people of Fiji who have been left homeless by the recent hurricane? At least 25,000 people in north-west Fiji are now living in the open, having been left homeless by the hurricane last week. This is a conservative estimate by Father Vincent Batchelor, whose statement is reported in the *Advertiser* of October 30. The report states that the Red Cross in Fiji has appealed to Australians and New Zealanders to help by supplying blankets and clothes. As it is also important to ship these goods to Fiji, I wondered whether the Government would assist in this matter.

The SPEAKER: Before calling on the honourable Deputy Premier to reply, I may say that I doubt seriously whether the question has anything to do with the Constitution of the State of South Australia.

The Hon. J. D. CORCORAN: I join with the honourable member, as other members of this House would do, in expressing sympathy to the people of Fiji in their plight following the recent catastrophe. I think the honourable member appreciates that, generally speaking, the Commonwealth Government, of which we are all a part and to whose coffers we all contribute, is the body normally responsible, on behalf of this country, for giving any assistance in a position such as this. That does not mean that I am not willing to have Government officers examine the possibility of providing assistance if that is necessary, because in addition to the Commonwealth Government there are many worthwhile organizations that have been established to assist in such cases. Certainly, I shall be pleased to examine the matter to find out whether anything can be done and I will let the honourable member know.

ROSEWORTHY COLLEGE

Dr. EASTICK: Can the Minister of Education say why the Roseworthy Agricultural College, which is a recognized college of advanced education, does not figure in the legislation introduced yesterday on colleges of advanced education? Further, can he say when it is expected that legislation involving this college will be introduced?

The Hon. HUGH HUDSON: It has been agreed that the Council for the Roseworthy Agricultural College should be somewhat smaller than the councils proposed for the teachers colleges that are to get autonomy under legislation currently before the House. Therefore, I think it will be necessary for separate legislation to be introduced regarding Roseworthy Agricultural College. As I think the honourable member will appreciate, that is one of the reasons why legislation for the Torrens college was somewhat different and required a separate Bill. The legislation introduced yesterday for the general Act provides for two nominees of the Director-General of Education; it provides for three teachers to be on the council of each college, two nominated by the South Australian Institute of Teachers, and one by independent schools.

Both those categories would not be appropriate in relation to Roseworthy, or at least they would not be appropriate in that way. One may argue that there ought to be a nominee of the Director-General, but what about the Director of Agriculture? Or, certainly, one would say that the representation from teachers should disappear or should not be more than one. Therefore, we are faced with the problem that the Roseworthy situation is different and will require a special Bill. The arrangements that have been made for the transfer of staff from Government employment to employment by the college, in relation to the teachers colleges, will apply, I hope, to Roseworthy. The various reports of the working committee that was set up by me to examine ways of transferring staff, so that their rights in the matter would be fully protected, were transmitted to the Principal, the Chairman of the council and to the staff at Roseworthy, and their comments were requested. In addition, I sent to Roseworthy college yesterday copies of the Bill, so that the people concerned would be able to comment on it, keeping in mind the fact that the nature of the Roseworthy council would have to be somewhat different.

Mr. Coumbe: Will that Bill be introduced this session?

The Hon. HUGH HUDSON: That is open to question. I doubt that we will have time to introduce it this session.

Dr. Eastick: The divorce from the Agriculture Department has not taken place yet?

The Hon. HUGH HUDSON: No. Of course, one of the complicated problems is that it involves more than one Minister in producing that divorce.

Mr. Millhouse: Do you mean "effecting" the divorce?

The Hon. HUGH HUDSON: "Producing" will do. The honourable member will know that occasionally people can be responsible actually for producing a divorce, in a sense.

Mr. Millhouse: Oh, no.

The Hon. HUGH HUDSON: It is more likely to be a divorce that takes place next year, not this year.

WINE TAX

The Hon. D. N. BROOKMAN: Will the Deputy Premier ascertain whether the Government will consider amending the Licensing Act to provide that licence charges shall not be levied on the wine tax being paid by a licensee? The Minister may have seen in the paper this morning a letter from Mr. McEwin in which he refers to the humbug and I think, hypocrisy—

The Hon. Hugh Hudson: How does Mr. McEwin get a letter in the *Advertiser?*

The SPEAKER: Order! The honourable member for Alexandra has the call.

The Hon. D. N. BROOKMAN: He refers to the humbug by a Government which attacks the Commonwealth Government but which itself, at the same time, levies a tax on the wine tax. Such an action is so illogical and so unjust that the Government should be ready to examine the whole question and introduce amending legislation. At the same time, it should desist from crawling to the winegrowers and asking them for funds for its Party campaign.

The Hon. J. D. CORCORAN: As this sounds a rather political question, I believe that the reply should also be somewhat political: there will be no need for the Government to do what the honourable member suggests it is doing, because at the next Commonwealth election the Labor Party will be elected, and then it will abolish the tax.

YABBIE FISHING

Mr. WARDLE: Will the Minister of Works, representing the Minister of Agriculture, ask his colleague to consider restricting the number of licences issued in relation to yabbie fishing in the Lower Murray and in the lakes? The Minister no doubt saw a report that appeared, I think in last Friday's *Advertiser*, concerning an arrangement that fishermen, especially those operating in Lake Alexandrina, had made regarding exporting yabbies to Scandinavian countries. Obviously, if too many licences are issued, the number of yabbies will decrease tremendously. Again, obviously, from the point of view of those who have been fishing in these waters over several years, any greater number of licences issued at present will not do the industry any good. Will the Minister ask his colleague to consider restricting the number of these licences?

The Hon. J. D. CORCORAN: I will ask my colleague to examine the matter and to bring down a report for the honourable member.

PETROL

Mr. BECKER: I ask the Deputy Premier, in the absence of the Premier, whether he has a reply from his colleague to my recent question about petrol reserves.

The Hon. J. D. CORCORAN: The following information has been supplied to the

Department of the Premier and of Development by a spokesman for the oil industry:

(1) For resellers and for private and industial customers petrol supplies have returned to normal levels both for standard and super grades.

(2) There remains, however, a lower than normal supply of petrol in the Adelaide terminal—especially in the case of standard petrol.

(3) The lower than desired or normal stocks at this terminal has not affected the public's usage rate and there is a continued effort on the part of the oil companies to increase these terminal stocks so that reserves will be built back to normal levels. This process however is lengthy and will require several more months for achievement.

DAYLIGHT SAVING

Mr. CARNIE: How can the Minister of Environment and Conservation say that people living on Eyre Peninsula can ignore daylight saving if they want to, when section 3 of the Daylight Saving Act provides:

South Australian summer time shall, throughout the State, be one hour in advance of South Australian standard time, and shall be observed accordingly.

Does not the Minister believe that the phrase "throughout the State" prohibits what he has suggested and that regulations under section 4 would be necessary for any other situation to apply? Last week, the Minister met a deputation of Eyre Peninsula members of United Farmers and Graziers of South Australia Incorporated who were extremely disappointed at the short time the Minister made available to them because, after they had been kept waiting for some time, the deputation was informed that it could have only seven minutes with the Minister because he had another appointment. In the short discussion that took place, the Minister said the people on Eyre Peninsula could ignore daylight saving if they wanted to do so. I ask this question regarding the application of the section of the Act to which I have referred.

The Hon. G. R. BROOMHILL: First, members of United Farmers and Graziers of South Australia Incorporated did meet with me, but they were with me for three quarters of an hour on that morning. I therefore ask the honourable member to see that he gets his information corrected by whoever provided him with it. Secondly, the deputation saw me to ask whether the Daylight Saving Act could be amended so that daylight saving would not apply on Eyre Peninsula. I told the deputation that that was not possible and that there could be no exemptions from the Act. The deputation then said that the Eyre Peninsula community was unanimously opposed to daylight saving and, as a result, I was asked whether that community could in some way overcome the difficulties created for them by daylight saving. I repeated that I would not amend the Act, but I said that, if the people there chose to stay in bed an hour later each day (and this could be done by those who are self-employed and who work in the ordinary hours that normally apply), I would not prohibit such action. I also told the deputation that, if it was unanimous in its disagreement with the implementation of daylight saving, it could make representations to school headmasters (and the problem of family disruption caused by children having to attend school an hour earlier was one of the major problems referred to me), because the Education Department had made clear that headmasters had the authority, if parent organizations were finding that problems had resulted from the change in time, to alter the hours applying at schools. I also told the deputation that, if all the shops in the area decided to open and close an hour later than shops in the rest of the State, it was something they could do themselves. The Act does not provide a penalty for any person or any section of the community that does not choose to follow it. I point out to the honourable member, especially as he has probably received approaches on this matter himself, that immediately the deputation returned to Eyre Peninsula it told the community (this is apparently the case because I did not make a public statement as a result of the deputation's visit to me) that the deputation had visited me and had suggested that daylight saving should not apply to Eyre Peninsula. I was immediately besieged with phone calls, petitions and letters from people living on Eyre Peninsula indicating their opposition to such a suggestion and stating that the deputation from the U.F. & G. was not speaking on behalf of the Eyre Peninsula community when it made its approach to me.

INDUSTRIAL TRAINING

Mr. COUMBE: Has the Minister of Labour and Industry a reply to my question concerning the training programme that his department has been carrying out in the interests of industry, commerce and the Public Service?

The Hon. D. H. McKEE: Early this month the State Government research team surveying training needs in South Australia made an interim report to the Minister of Education and me. I issued a press statement that was

reported in the morning newspaper on October 5. The main point made in the interim report was that there is an acute shortage of qualified and experienced training officers in industry and commerce (including the Government sector) in South Australia. The members of the research group conducted two-hour interviews with senior management representatives of 400 organizations, both public and private, throughout the State. Tabulation of statistical data collected during these interviews has been completed and is now being analysed. Mail questionnaires were sent to 5,000 companies and organizations: 1,414 companies returned them, a return of nearly 30 per cent. A computer analysis of this data has been obtained. I point out that 150 training specialists were sent the questionnaire and that 102 returned them. Further, 19 productivity groups were addressed and 196 members of those groups completed a questionnaire. Tabulation of data from these questionnaires is complete. Except for some minor additions, the statistical restructuring of 1961 and 1966 census data on the South Australian workforce is complete. This exercise can be completed in 1973 when the 1971 census data will become available. The research team is now preparing its final report. It is hoped that this report will be presented for submission to Cabinet late in December 1972 or early in January 1973. The survey has generated much interest by industry and industry associations, and it is clear that, to ensure action and to provide guidance, the information gathered should be kept up to date and passed on to all interested parties. Accordingly, a position of Senior Training Officer has been created in the Labour and Industry Department, and an appointment has been made. The officer will supervise surveys of training needs, develop statistical information, advise and assist industry associations in determining, evaluating and meeting training needs, and advise and assist training specialists in establishing training arrangements.

WEST LAKES OVAL

Mr. VENNING: Can the Minister of Works say whether he represented the Government, or whether the member for Chaffey represented it, at the function when His Excellency the Governor planted the first seeds of the West Lakes oval? The report I heard was that the Government was represented by a country member, who I was given to understand was "Mr. Corcurren".

The Hon. J. D. CORCORAN: I had the privilege yesterday morning of representing the Government at the initial sowing of seed at the South Australian National Football League headquarters at West Lakes, when the Governor sowed the first seed. I was delighted to be there, because I think this was a wonderful event at the start of what I am sure will be a successful project. The person in charge of sowing the seed was a Mr. Munn, whom the Governor and I met and who was gracious indeed. He explained how the seed would be protected from bird and rain, and said, "Mr. Corcurren, who is a cocky from the South-East, will recognize this," but he was wrong on both counts. With great respect to him, I point out that he was wrong about my name, and I am not a cocky from the South-East.

GLAZIERS' DISPUTE

Mr. GOLDSWORTHY: Can the Minister of Labour and Industry say what has happened to the report he said he would get me about the glaziers' strike? On October 19, when I asked the Minister what was the position about this strike, he said that the dispute had not been brought to his attention and that he would obtain a report for me. Yesterday, I saw in the newspaper that the glaziers had now decided to return to work. Therefore, I am asking what has happened to the report that the Minister said he would obtain.

The Hon. D. H. McKEE: I recall the honourable member's question. Having asked for a report on the situation, I found that it was covered by a federal award. Therefore, we had no jurisdiction to arrange conciliation through the State Industrial Court. However, my officers spoke to Commonwealth Industrial Commissioners and, through the good work of my officers, I think we were successful in arranging a conference before the Commonwealth commission between the parties involved, with the result that the dispute has now been settled.

Mr. GOLDSWORTHY: Does the Minister consider that it is not his responsibility to be informed about an industrial dispute in South Australia when the relevant award is a Commonwealth award, or does he consider that he should not be obliged to obtain a report for an honourable member about such an industrial dispute? I am not clear from the Minister's reply just what the situation is regarding our asking for a report on an industrial dispute. If I understood him correctly, he meant that, because the award was a Commonwealth award, it was not necessary for him to get a report on the matter, even though he had said in the House that he would do

so. I have still not received a report and the Minister has implied that he is not obliged to give me one.

The Hon. D. H. McKEE: I asked the head of my department to obtain a report from the Secretary of the Furnishing Trades Society (Mr. Cochrane). The Secretary told my department that negotiations had been proceeding but had broken down several times. While we were obtaining the report and arranging to get some conciliation through the Commonwealth Conciliation and Arbitration Commission, the Secretary said that everything had been resolved and that the Commissioner had come over and heard the case. I did not expect that the honourable member would require a report then, because that was exactly what was in it. It was a question of drawn-out negotiation between the union and the commission, due, I would say, to the Commonwealth Government's disinterest in an industrial dispute in this State. It took my department some time to get conciliation in the court. Eventually this came about and, as a result, the dispute was resolved. The matter is as simple as that: there is no more to it.

Mr. Goldsworthy: Answer the question now.

The Hon. D. H. McKEE: I am doing that. The honourable member has asked me for a report and I am giving it to him as I have it from the head of my department.

Mr. Goldsworthy: You were to bring me back a report.

The SPEAKER: Order!

The Hon. D. H. McKEE: I have stated the extent of the information that I received, through my department, from the Secretary of the union involved in the dispute. That was that the negotiations had been delayed by the Commonwealth Government for obvious reasons. The matter was in and out of the court several times. There seemed to be no real attempt to bring about a settlement. However, eventually the union accepted a proposal that had been submitted.

Mr. Goldsworthy: This is the report I was to get, is it?

The Hon. D. H. McKEE: Yes, this is the report. In the meantime, the dispute was resolved. I understand that there was a full report on the matter in the press.

WILD LIFE

Mrs. BYRNE: Can the Minister of Environment and Conservation say whether sufficient profit was received from the native wild life show, which was held during October by the herpetology group of the Field Naturalists Society of South Australia at Wayville and which comprised mainly the showing of reptiles, amphibians, and mammals, to enable the aims of the society to be met? The Minister will be aware, because of his interest in reptiles, in particular, that this show was conducted. It was hoped that the profits from this show would assist in establishing a permanent education centre in the form of a herpetarium-noctarium, possibly at the Cleland Conservation Park or the Para Wirra Recreation Park. I ask the Minister whether the show was a financial success and, if it was, whether the profit derived from it will be sufficient to enable this proposal to go ahead.

The Hon. G. R. BROOMHILL: I remember the recent show at Wayville. I am aware that it was hoped that sufficient people would attend the show to enable enough profit to be made to establish a herpetarium and noctarium at Cleland Conservation Park. I am not sure whether the function was a financial success. I will raise the matter with the Director of National Parks and Wildlife, who has no doubt contacted the organization to see whether enough money was raised to enable a start to be made on this feature of the park.

BOOKMAKER'S LICENCE

Mr. BECKER: Can the Deputy Premier say whether it is a fact that since 1971 applicants for a bookmaker's or a clerk's licence from the Betting Control Board have been required to sign a document authorizing the board to peruse their police records and, if this is so, whether this is a new policy of the present Government? I understand that no bookmaker or bookmaker's clerk is issued with a licence unless the applicant agrees to allow the B.C.B. to examine his police record, if any, for criminal or other offences.

The Hon. J. D. CORCORAN: I will ask the Chief Secretary to inquire into the matter, and I will tell the honourable member when I have received a reply. I know nothing of this matter.

HOSPITAL CHAPLAINS

Mr. MILLHOUSE: Many weeks ago I asked a question of the Minister of Health, through the Attorney-General, regarding hospital chaplains. I understand that at last he has a reply for me, and I shall be pleased if he will give it to me.

The Hon. L. J. KING: I have received a reply. Whenever it was that the honourable

member asked the question, it would not be nearly as long as when he asked a question regarding metric conversion, which I patiently carry backwards and forwards day after day.

Mr. Millhouse: This is the first time you have told me you have the reply.

The SPEAKER: Order! The honourable member for Mitcham must learn to contain himself. He will probably get more replies to his questions by doing this than by wasting time in unnecessary debate.

Mr. Millhouse: He provoked me.

The SPEAKER: If the honourable member interjects again, he will not have the chance to hear the reply. I warn the honourable member.

The Hon. L. J. KING: The Chief Secretary states that applications in writing for chaplaincy appointments from any recognized religious community, whether Christian or otherwise, are considered by the boards of management of each hospital, and no case can be remembered of any such applications being refused. Even without an official appointment as a chaplain, ministers of religion are given every opportunity to visit members of their congregations whilst they are patients in Government hospitals.

UNDERGROUND RAILWAY

The Hon. D. N. BROOKMAN: Can the Minister of Works say what plans the Government has for an underground railway in the city of Adelaide? I understand that the Railways Commissioner recently urged the establishment of an underground railway through the city. It was contemplated earlier that the festival hall would have some kind of rubber pad placed under the building to prevent interference by this railway. However, the pads were not placed under the building because the Government did not intend to proceed to construct the underground railway. Can the Minister say whether there is any possibility that the underground railway will be established and, if there is, what the Government will do about insulating the festival hall from noise?

The Hon. J. D. CORCORAN: I will refer the matter to the Minister of Roads and Transport and obtain a report for the honourable member.

MODBURY HOSPITAL

Mrs. BYRNE: In the temporary absence of the Attorney-General, will the Minister of Environment and Conservation ask the Chief Secretary whether the Government or the Hospitals Department intends to establish a Meals on Wheels service to be conducted in conjunction with the kitchen at the Modbury Hospital, which will be opened soon?

The Hon. G. R. BROOMHILL: I shall be pleased to refer the matter to the Chief Secretary.

SUCCESSION DUTIES

Mr. GUNN: In the absence of the Treasurer, will the Deputy Premier say whether the Government will follow the enlightened lead of the Commonwealth Government and the Queensland Government in reducing death duties, to reduce the adverse effects of this obnoxious form of taxation? In explaining the recent Commonwealth Budget, the Commonwealth Treasurer (Mr. Snedden) said that the Commonwealth Government would reduce Commonwealth estate duty on primary producers' estates and other small estates and, in explaining the recent Budget brought down by the enlightened Government in Queensland, Sir Gordon Chalk said that Queensland intended to reduce succession duties. As the explanations of two Budgets have referred to a reduction in this type of taxation, will this Government get in line and give some relief to the people who are affected so drastically by this type of taxation?

Mr. Coumbe: It's asking too much.

The Hon. J. D. CORCORAN: The member for Torrens is correct, as he knows. The member for Eyre did not offer the Government an alternative means of raising the revenue that it would lose by reducing succession duties, and he would not explain to the Grants Commission, on behalf of the Government, how we would overcome any penalty that the commission might impose on us as a result of our reducing such duties in this State, because that would put us at a distinct disadvantage compared to the standard States of New South Wales and Victoria. If he did, I would listen to him. However, all he does is say that this is an obnoxious tax. I suppose that any tax, whether income tax or whatever other tax we like to think of, can be described in the same way.

The Hon. G. R. Broomhill: Water rates.

The Hon. J. D. CORCORAN: Yes, water rates and anything like that are obnoxious to most people. The honourable member knows as well as I do that a responsible Government cannot, with impunity, say it will do this and that. Let me tell the honourable member that the Queensland Government has a duty to a specific section of the community there to see that that section gets better than

a square deal, and the honourable member knows what I am alluding to in that respect. The succession duties imposed in this State are as low as they possibly can be and the Government knows that it cannot reduce or remove them unless it has an alternative. Does the honourable member suggest that we should impose a capital gains tax or something of that kind? He will not offer any alternative: he merely demands that the Government reduce this tax. He should know that, as a responsible Government, we cannot contemplate reducing any tax unless we can say that we do not need the revenue for essential services. We would be criticized if we did not provide essential services in this State. The honourable member should know that and he would be the first to ask why, as a result of a tax reduction, we were not building new schools and hospitals and doing things like that. At the same time, he says we should reduce taxes.

SEWERAGE

Dr. EASTICK: Can the Minister of Works give the House details of the effluent and sewerage schemes approved in programmes that have been announced previously? A few months ago the Government stated that it would support effluent and sewerage schemes in townships in watershed areas and along the Murray River. Recently, it was stated that the programme had been extended, as I understood, to all towns in the State. I desire information in respect of the towns that have been approved or those where the programme is going ahead. I understand that in some cases the working diagrams have been made available by Government departments and that in other instances local bodies such as councils have been called on to make private arrangements to prepare plans and specifications for the schemes. I am interested to know just which schemes are proceeding and what is the full commitment.

The Hon. J. D. CORCORAN: I will find out for the honourable member and let him know.

Mr. McANANEY: Will the Minister of Works say what is his reaction to the statement by that supreme optimist Mr. Whitlam that "lack of sewerage is Australia's greatest single problem" and that he would solve this problem within 10 years? In South Australia, as a result of the wisdom of Liberal Governments, followed by a Labor Government, practically the whole of the metropolitan area is sewered, whereas less than 50 per cent of some capital cities is sewered. Will the Minister say how such a statement by this supreme optimist will affect South Australia, if the supreme optimism of the gentleman is realized?

The Hon. J. D. CORCORAN: I welcomed the announcement by Mr. Whitlam that he would help Australian cities solve this problem. Although Adelaide is about 95 per cent sewered (as the honourable member said, it is the result of the foresight of various Governments), I welcome the announcement, because it will give this Government an opportunity to point out to Mr. Whitlam, when he becomes Prime Minister on December 2 (I have no doubt that he will implement his announcement), that we have catered for the needs of the people of Adelaide in this regard but that we have a serious problem regarding filtration of the city's water supply.

Members interjecting:

The SPEAKER: Order!

The Hon. J. D. CORCORAN: This involves urban development just as much as does sewerage, and I expect that a Commonwealth Labor Government (or a Commonwealth Liberal Government, if we are to continue to be taxed with such a thing), will be sympathetic to our claims for financial assistance, through grants as well as loans, in order to meet the $35,000,000 to $40,000,000 required for filtration of the Adelaide water supply. I think the honourable member would agree that that would be a fair request by this Government, if the Commonwealth Government were willing to grant financial assistance to other urban areas in regard to sewerage. Welcoming Mr. Whitlam's statement, I only hope that Mr. McMahon will follow the lead in this regard and make a similar announcement so that, whatever happens (although I believe it is a foregone conclusion) after December 2, we shall be able to get the financial assistance that we badly need for filtration of the Adelaide water supply.

TORRENS RIVER

Mr. COUMBE: Can the Minister of Works give me a reply to a question I recently asked about works undertaken by councils under the provisions of the River Torrens Acquisition Act?

The Hon. J. D. CORCORAN: The corporations of Campbelltown, St. Peters, Woodville and Walkerville have indicated that council expenditures on landscaping of certain reserves have exceeded the subsidy payable by the Government for such schemes. Since the

introduction of the revised basis for subsidy in 1970, there has been a noticeable increase in the magnitude of schemes proposed by various councils. In this regard, the scheme submitted by the corporation of Woodville is estimated to cost $8,500 with a subsidy of $3,000; the corporation of Walkerville spent $4,363 on Mimosa Drive, Vale Park, with a subsidy of $1,425. Although the corporations of Thebarton, Payneham, West Torrens and Hindmarsh did not lodge applications for subsidy for 1972-73, it is expected that applications will be lodged for 1973-74 as schemes are prepared.

TARCOOLA MINE

Mr. GUNN: Can the Minister of Environment and Conservation, as Minister Assisting the Premier, who is in charge of mining activities, say what is the likely future of the gold-mining operations at Tarcoola? Over the weekend, when I visited that part of my district, I noticed certain mining operations taking place at the old Tarcoola gold mine.

The Hon. G. R. BROOMHILL: I shall be pleased to obtain a report for the honourable member.

STANDING ORDERS COMMITTEE

Mr. MILLHOUSE: Mr. Speaker, I should like to ask you a question.

Mr. Langley: Here we go—

Mr. MILLHOUSE: It is not a funny question, either, despite the Government Whip's guffaw. When do you intend to call together the Standing Orders Committee? You may remember that many weeks ago the member for Hanson asked you a question, following an incident in the gallery, and in reply to him you said then that you intended to refer the matter of the activities of persons in the gallery to the Standing Orders Committee. Nothing happened for some weeks, and then I asked your Deputy a question in your absence from the Chair, and he promised to transmit the question to you. On the following day, in the House you made a statement in which you used as an excuse for not calling together the Standing Orders Committee the fact that the member for Alexandra, whom you described as the father of the House, was overseas. Well, you welcomed back the member for Alexandra yesterday, and I have been waiting to see whether there would be any discussion on a meeting of the Standing Orders Committee. I point out to you, Sir, that it is necessary to hurry if anything at all is to be done this session, even though the Government will not tell us when the session is to end. However, it is obvious that we must meet quickly to make a recommendation, if there is to be a chance to debate it in the House. Of course, if that does not happen before the House meets again, there will be a new Government and a new Speaker. I therefore ask you the question in the hope that you will expedite the arrangements for the Standing Orders Committee to meet.

The SPEAKER: In reply to the honourable member for Mitcham, I point out that it is true that the question was asked. However, I wish to make perfectly clear that I gave as one reason the fact that the member for Alexandra was absent from the Chamber; it was not an excuse, because I make no excuses to the honourable member for Mitcham or to any other honourable member in this Chamber. I suggest to the honourable member for Mitcham that, if he reads the reply that I gave the House and takes notice of it, he will see that I said I did not consider that this was a matter of grave urgency. Indeed, from the response of honourable members in the Chamber, I am sure that they have endorsed my remarks. I think that if the honourable member looks at my reply he will realize what I mean.

Mr. Millhouse: Well, you're not going to call the committee together?

The SPEAKER: I have told the honourable member to look at the reply I have already given in this Chamber.

STRATHALBYN POLICE STATION

Mr. McANANEY: Will the Minister of Works obtain for me a report on when work will commence on the Strathalbyn police station?

The Hon. J. D. CORCORAN: I shall be happy to do that.

UNEMPLOYMENT RELIEF

Mr. GOLDSWORTHY: In the absence of the Premier, has the Minister of Works, as Deputy Premier, a reply to my recent question on unemployment relief?

The Hon. J. D. CORCORAN: Initial programmes of work totalling $476,000 under the scheme have so far been submitted to the Minister of Lands by local government. These programmes have been approved, thereby creating approximately 825 jobs for various periods. Of those job vacancies, 575 were occupied on October 27, with further substantial

increases programmed over the next few weeks. Approximately 700 people have received employment under the scheme so far. Further works programmes from councils are now being received and considered and should create vacancies for a further 600 men. Programmes approved to date have the following broad classifications:

	$
(1) Roadworks (drainage, footpaths, kerbing traffic aids, fencing, etc.)	290,000
(2) Other permanent improvements (ovals, reserves, playground, sporting bodies, schools, plant nurseries, etc.)	163,000
(3) General maintenance (foreshore, repairs, painting, tree maintenance and trimming, etc.)	23,000

Works programmes totalling $408,000 have also been approved for Government departments and employment will commence this week. The scheme has been conceived to provide the maximum possible employment with funds available and still achieve some worthwhile result. Most of the people available for employment, however, are unskilled and, as a result, councils have found it necessary to significantly alter their normal method of operations to accommodate these men efficiently. This has meant a gradually increasing workforce rather than immediate absorption and should not be construed as meaning that people are not available to take advantage of the employment the scheme is providing.

BEACH SAND

Mr. BECKER: Can the Minister of Environment and Conservation say what progress is being made as a result of the survey on sand resources that was completed some months ago, and can he say whether a decision has been made as to what is the most effective method of replacing sand on beaches?

The Hon. G. R. BROOMHILL: The report by the company that has undertaken the survey is available and is being evaluated. It has been established that substantial quantities of sand can be obtained from areas near beaches, but the matter of how we will be using the sand has not been decided. The engineer appointed to work with the Coast Protection Board is to take up his appointment early in December and he will then consider what action should be taken. An appropriate announcement will be made.

RIVER TORRENS (PROHIBITION OF EXCAVATIONS) ACT AMENDMENT BILL

Returned from the Legislative Council without amendment.

RENMARK IRRIGATION TRUST ACT AMENDMENT BILL

Returned from the Legislative Council without amendment.

CREDIT BILL

In Committee.

(Continued from October 31. Page 2563.)

Clause 5—"Interpretation."

The Hon. L. J. KING (Attorney-General): I move:

In definition of "credit contract" to strike out "consumer" and insert "person (other than a body corporate)".

This is a necessary drafting amendment.

Amendment carried.

The Hon. L. J. KING moved:

In definition of "principal", in paragraph (*b*), to strike out "40" and insert "41".

Amendment carried.

The Hon. L. J. KING moved:

In definition of "revolving charge account", in paragraph (*a*), to strike out "an account".

Amendment carried.

The Hon. L. J. KING: I move:

In definition of "statutory rebate", after paragraph (*b*), to insert "less any amount payable by the consumer to the credit provider in respect of the transaction for which the statutory rebate is calculated under the Stamp Duties Act".

This amendment arises because, under the provisions of the Stamp Duties Act, the credit provider is not entitled to pass on the amount of stamp duty, but there is a provision that, if a contract is rescinded, the consumer is required to reimburse the credit provider with the amount of stamp duty proportionate to the unexpired portion. As the Bill stands, it is doubtful whether the credit provider in making a refund, if the contract is rescinded, is entitled to deduct this amount before paying the consumer. This amendment makes clear that the credit provider can deduct that amount.

Amendment carried; clause as amended passed.

Clause 6—"Application of this Act."

The Hon. L. J. KING: I move:

In subclause (1) to strike out "and any other express provision of this Act to the contrary"; after "this Act" second occurring to insert "(except Part V)"; and after paragraph (*g*) to insert the following paragraph:

(*ga*) where the business of the credit provider does not consist of, or include, the provision of credit to consumers;

These are drafting amendments.

Amendments carried.

The Hon. L. J. KING: I move to insert the following new subclause:

(2a) This Act does not apply to a credit contract—

(*a*) where the amount of principal exceeds ten thousand dollars; and

(*b*) where—

(i) the credit is not provided on security of land; or

(ii) the credit is provided on the security of land and the consumer has made a statutory declaration that he does not use, or propose to use, the land, or any part thereof, as a place of dwelling for his own personal occupation.

Its effect is to exclude entirely from the provisions of the legislation transactions where the sum of the credit exceeds $10,000, except in the case of housing loans, which are provided for. Therefore, the legislation will apply only to contracts for credit up to $10,000, except in the case of housing loans, where the sum is without limit.

Amendment carried; clause as amended passed.

Clauses 7 and 8 passed.

Clause 9—"Report."

The Hon. L. J. KING: I move:

To strike out subclauses (3) and (4).

It is difficult to say how far the report to Parliament of the Commissioner for Prices and Consumer Affairs should, in these circumstances, be permitted to identify individual persons or companies. Under the Prices Act, the report of the Commissioner may do this, and, at times does do it. However, on consideration, I think it would unduly restrict the information to which Parliament is entitled if we prohibited the reference by the Commissioner to names. I have the utmost confidence that the Commissioner will not refer to names where it is possible to avoid doing so, and that he will refer to them only where justification exists. If there were a complete prohibition of reference to names, I think Parliament would get less than the information to which it is entitled. Therefore, although inevitably when names are referred to in some context that will affect reputations, I think that this total prohibition of reference to names should be removed from the Bill.

Amendment carried; clause as amended passed.

Clause 10—"Immunity from liability where acts done in good faith."

Mr. MILLHOUSE: I do not like this clause, which exempts from liability persons who operate under this legislation, if their actions are taken in good faith and in pursuance, or in the course of the administration, of this legislation, or in the performance of their duties and functions under this legislation. I strongly believe that all these matters should be matters for the courts and that we should not give anyone exemption from the ordinary law. If these people have done nothing that is an offence, they cannot be touched. If they have done something that is a breach of the law, the ordinary law which attaches to citizens should attach to them. In this clause, and in clauses 11 and 12, I believe that we give far too much power to Government officials. To an extent, we are reducing the jurisdiction of the courts of the State to deal with the action of any person.

The Hon. L. J. KING: I believe that a clause of this type is necessary. It is useless for Parliament to impose duties on public officials and then expose those officials to liability as a result of their performing those duties in good faith. As officials are obliged to carry out these duties, they should be immune from action. This does not amount to reducing the jurisdiction of the court to deal with wrongful acts. What this clause provides is that, if the Commissioner is carrying out his duties in good faith, there is no wrongful act: he is doing precisely what Parliament requires. I can imagine that a situation could arise in which the Commissioner's duty might be to make a communication to, say, a consumer about the activities of a merchant, financier, or someone else which in the ordinary course of events, were it not for this legislation, might expose the Commissioner to action for defamation. I think that it would be ridiculous to impose obligations on the Commissioner that would leave him open to actions being brought against him. There may be other cases as well as defamation. I believe that it is essential that public functionaries who are required to carry out these actions at the behest of Parliament be given protection in respect of what they do.

Mr. MILLHOUSE: If defamation is the only example the Attorney-General can think of, I do not think it is very good. As he knows, if a statement is made or written and is accurate, there is no defamation. Is the Attorney-General suggesting that, if an inaccurate statement is made in this case, no

liability should attach? There would certainly be no liability if the statement were accurate. It is unjust to suggest that, if an inaccurate statement is made, simply because it is made in good faith the officer who made it should not be liable to the person who is wronged. We should protect and bolster the rights of the individual, but this clause reduces them. The Attorney-General and other members opposite say that they are solicitous for the welfare of the people, yet here we are taking away unnecessarily the protection of the courts in certain circumstances. Even if there were some slight justification for this provision (which I do not concede), I think it would be better to leave it out so as not to reduce the rights of the individual citizen to redress from the court.

The Hon. L. J. KING: If the Commissioner or his officers are to discharge their obligations fearlessly and to give consumers the advice and protection they should have, they must be able to exercise their judgment and express it. It would be an absurd position if they could not tell consumers about any business, merchant, or credit provider, unless they could prove their statement by admissible evidence in court if a claim for defamation followed. To expose these officers to a risk of liability of this kind would hamper the protection that the public can expect to receive from this Bill.

Clause passed.

Clause 11—"Obligation of secrecy."

Mr. MILLHOUSE: I do not like this clause which, I understand, has the same wording as a section in the Prices Act. It is wrong that there should be this protection of secrecy in the circumstances set out in the clause. I have known of cases under the Prices Act in which the Treasurer of the day has hidden behind this provision to avoid giving information in Parliament about the activities of the Prices Branch. I am surprised that the Minister, who is usually solicitous of the rights of the individual, should have included it in this Bill.

The Hon. L. J. KING: The clause prohibits the Commissioner or his officers from disclosing information that comes into their possession about citizens' affairs, except in the course of their duties. I cannot believe that it can be right to entrust public functionaries with the power to acquire information about the business affairs of individuals and companies, and then refrain from imposing an obligation of confidentiality. As far as I know, this has always been done, and I think it is necessary.

Clause passed.

Clause 12—"Powers of entry and inspection."

Mr. MILLHOUSE: This clause is thoroughly bad: under the provision of subclause (1) anyone can come in at any time, look at the books of the business, and take extracts from them, and cannot be stopped. What does "at any reasonable time" mean? Subclause (2) means nothing, and I suggest it is dishonest to include it as window-dressing. If the Attorney can show that it has any meaning, I shall be the first to congratulate him. Subclause (3) means that a person cannot be stopped from coming in and exercising these powers. It is hard to avoid using the description "Gestapo-like" for such provisions.

Mr. Langley: Rubbish!

Mr. MILLHOUSE: The member for Unley is an electrician and carries on business as an electrical contractor. How would he like it if someone came into his place and said that he would like to see the books and take extracts from them? Would that be a laughing matter for him? If he were honest, he would admit that it would not, and it is not a laughing matter for anyone. However, that is the power we are putting into the hands of a Government official. We have had trouble previously, although not with the present holder of the office. Former Prices Commissioners have caused much trouble, and I would not have been willing to give them any power if I could avoid it. It is absurd for the Attorney to argue that, because the present incumbent may have the confidence of this Parliament, we should give a public officer such powers.

The Hon. L. J. KING: This is a necessary power. If the purposes of the Act are to be implemented, the Commissioner must have power to find out what is taking place in a business. In his capacity as Commissioner of Prices, he has the power under the Prices Act, and the Commissioner of Taxation has the power for the purposes of his Act. If the member for Mitcham is concerned about his opposition to this, he should oppose the whole measure, because it is useless to say that we will support the protections set out in the Bill but that we will not allow any public officer to have the powers necessary to enforce it. We must be consistent.

It is not a matter of anyone at all having power to look at the books: the power is given to the Commissioner or a person authorized in writing by him. Also, it is not a question of entering for any purposes. The purpose must be to ascertain whether the provisions of the Act have been duly complied with. The person is required to confine his

entry to premises to reasonable times. Although the member for Mitcham says that that can mean anything, I think he is familiar with the expressions "reasonable time" and "reasonable manner". The word "reasonable" is used in many Acts and is well known at common law. The law manages to cope (although admittedly with some difficulty) with interpreting the meaning of the word.

Mr. Millhouse: Could you explain what protection a person would have if the entry were at an unreasonable time?

The Hon. L. J. KING: He could consult a solicitor, who might retain the member for Mitcham to seek an injunction to restrain the Commissioner from proceeding further. I have no doubt that the Commissioner will exercise sound judgment. Being a public official, he is exposed to having a matter raised in Parliament if he behaves in an unreasonable way, and that is a protection that citizens always have against misuse of power. I do not agree that subclause (2) is window-dressing. It is necessary to express the position in general terms, but an obligation is placed on the Commissioner to avoid any unnecessary disruption of or interference with the business. The public purpose involved in implementing the measure must come first. The Commissioner must carry out his duties and functions under the Act. At times this may involve disruption of businesses but, if Parliament inserts this provision, the Commissioner is required to avoid unnecessary disruption. This is an indication by Parliament that that is expected of him. No-one likes to create inquisitorial powers. They can cause disruption and serious interference with the rights of individuals in carrying out their business.

Clause passed.

Clause 13—"Establishment of the Tribunal."

Mr. COUMBE: In the second reading debate I drew attention to the constitution of the tribunal and I put to the Attorney the problem of who would represent the consumers. I know what the Attorney intends but, as this provision will be written into the law, we should be clear on it. I should like elucidation on the type of person that will represent consumers.

The Hon. L. J. KING: This is a difficulty, because it is impossible to get people who are really representative of consumers in the true sense. There is no coherent body. Everyone is a consumer, but the general intention is that there should be two representatives of commercial interests. My present intention, subject to discussions with the parties concerned, is that one should be a representative of financier interests affected by the legislation and that the other should be a representative of merchant interests. I cannot be explicit about consumers. In the case of the board to deal with used motor vehicles, in respect of which the same provision applies, I obtained a nominee from the Royal Automobile Association, which seemed to represent at least some consumers of used motor vehicles, and I selected a man with trade union movement experience, on the basis that the trade unions comprised people who could be said to have a substantial consumer interest. I contemplate adopting a similar approach here.

Certainly, two people will be selected who, as far as possible, represent the interests of consumers. They may be selected in consultation with bodies interested in consumer matters. The Housewives Association is one such body that comes to mind, although there are other organizations. Finally, it must be a selection by the Minister, because no bodies could elect representatives for this purpose. I think the important thing is not so much the method of selection but the fact that there are two people on the board whose duty it is to look to the interests of consumers; that is the function they fulfil on the board.

Clause passed.

Clause 14 passed.

Clause 15—"Terms and conditions upon which nominated members hold office."

Dr. EASTICK: Will the Attorney-General say in what circumstances under subclause (2) a person shall be nominated to act as a member of the tribunal apparently in the absence of another member?

The Hon. L. J. KING: The Chairman of the tribunal will be a judge of the Local and District Criminal Court who has important judicial duties to perform, and those duties may conflict with the duties to be discharged by the tribunal, that is, in regard to time (I do not refer to a conflict of duties). The judge who is appointed Chairman may be on circuit in Mount Gambier or Port Augusta for a fortnight or so; it may be necessary for the tribunal to meet in that time, and a deputy may be required. The judge in question may be engaged in a long trial involving a jury; it may not be practicable for him to break off from that trial, and a deputy may be required.

Clause passed.

Clauses 16 and 17 passed.

Clause 18—"How Tribunal is to be constituted."

Mr. COUMBE: Subclause (2) provides:

The Chairman may alone constitute the tribunal for the purpose of hearing and determining matters prescribed for the purpose in the regulations.

Will the Attorney-General explain why and in what circumstances the Chairman alone will constitute the tribunal? The present provision seems to contain excessive powers.

The Hon. L. J. KING: The intention behind subclause (2) is to enable regulations to be made to facilitate the working of the tribunal, which may (probably will) have a huge volume of business to transact, much of that business being non-contentious and involving virtually routine matters. We do not wish to create bottlenecks in the business of the tribunal, which should operate efficiently and not cause delays. The purpose of subclause (2) is to enable the routine, non-contentious or relatively trivial and minor matters of the tribunal to be disposed of without convening a quorum and having a formal hearing. I move:

In subclause (1) (*b*) and subclause (1) (*c*) to strike out "12" and insert "13".

These are both drafting amendments.

Amendments carried; clause as amended passed.

Clause 19—"Chairman, etc."

Dr. EASTICK: Although under subclause (3) the Chairman "shall determine any question relating to the admissibility of evidence, and any other question of law or procedure", I point out that, apart from the Chairman, a member of the tribunal, perhaps by virtue of his long experience on the tribunal, may in certain cases be better able to make a decision. On this basis I must support the opinion held by my colleague that, conceivably, every person other than the Chairman could be shut out of the deliberations of the tribunal. I do not suggest that this would happen, but it could happen.

The Hon. L. J. KING: This clause means that on matters of law the Chairman has the decision, and that is because he is the only member of the tribunal with legal training. The tribunal has been constituted to present two aspects. First, there is the Chairman who is a judge and who is there because he has had legal training and experience, by virtue of his office, in assessing the facts and applying the law to those facts. Secondly, there are representatives of the industries concerned and representatives of the consumers in order to bring to the tribunal the experience of people in finance, commerce and the consumer area. They are included to apply their practical knowledge to the issues with which the tribunal must deal and to the exercise of discretion which the tribunal has, and they are most important. It would be absurd to give the authority to the non-legal members to decide questions of law, because they are simply not equipped to do this. They have neither the training nor the knowledge to enable them to do it and it would be absurd to have the view of a judge on a matter of law overruled by other members of the tribunal who have not had legal training to help them.

This situation is similar to the relationship between a judge and a jury where the judge is responsible for deciding questions of law and for telling the jury what the law is, whereas the non-legal members of the tribunal are like members of the jury who have to decide on the facts. Here we have a composite tribunal who participate in the final decision, and the matter of law is essentially for the legal member of the tribunal to determine. This is a common provision in situations where there is a mixed tribunal. In fact, I believe that this provision applies universally to all important tribunals with a judicial chairman and non-legal members: questions of law are reserved to the legally qualified chairman. I believe that is the only way that a tribunal of this kind can operate.

Mr. COUMBE: Apart from the matter to which the Leader has referred, this clause confuses me. The tribunal has five members, and a quorum will be met by a meeting of the chairman and two members, provided that one member represents one section of the community and the other member represents another. Clause 19 (2) provides that a decision made by the Chairman and two members of the tribunal shall be a decision of the tribunal. Can a decision be taken if one member is absent? I can find no reference to the Chairman having a casting vote as well as a deliberative vote. If two members vote each way, is the matter resolved in the negative, as is the practice in the Senate?

The Hon. L. J. KING: The situation that applies is the same as that applying in the courts in circumstances where the four members of a Full Bench are evenly divided. The court is reconstituted, and this is what would happen. However, this would be rare and it is something to be avoided if the matter dealt with is contentious. If the tribunal could not agree, it would have to be reconstituted with an additional member so that a decision could be reached. This has happened in the courts although, when the Chief Justice is presiding,

his opinion sometimes prevails. However, there are some circumstances in which that does not apply and the only way the matter can be resolved is for the court to be reconstituted, and that is what would apply here.

Clause passed.

Clause 20—"Proceedings before the Tribunal."

The Hon. L. J. KING: I move:

In subclause (4) to strike out "or representative."

This and the following amendment enable a company to be represented by an officer of the company or provide for a consumer to send along his wife or the wife to send along a husband. The following amendment makes clear that it is not intended that the representative shall be entitled to demand a fee for his service.

Amendment carried.

The Hon. L. J. KING moved to insert the following new subclauses:

(5) The Commissioner, or any party to proceedings before the tribunal, may, by leave of the tribunal, be represented before the tribunal by a person other than a legal practitioner.

(6) A person, other than a legal practitioner, shall not demand or receive any fee or reward for representing a party to proceedings before the tribunal. Penalty: Five hundred dollars.

Amendment carried; clause as amended passed.

Clause 21—"Powers of the Tribunal."

The Hon. L. J. KING: I move to insert the following new subclauses:

(5) In any proceedings the tribunal shall act according to equity, good conscience and the substantial merits of the case without regard to technicalities and legal forms and, subject to subsection (6) of this section, it shall not be bound by the rules of evidence, but may inform itself on any matter in such manner as it thinks fit.

(6) The tribunal shall be bound by the rules of evidence in proceedings by way of an inquiry under Part III of this Act.

This amendment ensures that the tribunal is not bound by formal rules of procedure or by rules of evidence, because this tribunal will work in a varied jurisdiction. In respect of certain aspects of its jurisdiction, it is important that the rules of evidence that apply in court should apply in such cases and this is provided in new subclause (6). Where there is an inquiry into the actions of a credit provider and such inquiry could lead to the cancellation of his licence, he should be given all the protections provided by the tried practices of the courts. He should not be exposed to the danger of evidence being loosely admitted or to hearsay evidence that cannot be properly tested. Because of the many aspects involved, this is a jurisdiction of palm-tree type justice.

Mr. Coumbe: You are thinking of the Industrial Court?

The Hon. L. J. KING: This provision is in the Industrial Code as well as other Statutes. The purpose here is that, for instance, where the tribunal is considering what adjustments should be made to the rights of the parties arising out of a rescission where there has to be a discretionary judgment exercised, it cannot be decided according to legal rights. It is a matter of applying good sense, conscience, and equity to the matter. In these cases, it is inappropriate to apply the rules of evidence. It is necessary to ensure that the tribunal does not have to operate according to the established rules of law.

In many cases, especially in the case of applications for relief on the grounds of hardship, it is important that the tribunal should be able to act expeditiously simply by looking at documented evidence (a medical certificate, for example) that would be inadmissible under the strict rules of evidence, as this evidence would show the extent of hardship. In addition, the tribunal should have access to the records of businesses or finance companies which appear accurate and reliable but which would not be admitted according to the strict rules of evidence. If we made it necessary in every case for the tribunal to conduct the hearing according to the strict rules of evidence, it would never get through its business, its hearings would be unnecessarily costly, and much harm would be done.

The purpose of this amendment is to give some flexibility. The tribunal must apply the rules of evidence where a credit provider's licence or reputation is at stake, and it may apply the rules strictly in other cases where it considers that course appropriate. However, the tribunal will have the discretion to apply good equity, good conscience and the substantial merits of the case, without regard to technicalities and legal forms, where it considers that to be appropriate.

Amendment carried.

Dr. EASTICK: The penalty provided under this clause is $200, a similar penalty being provided in other clauses, although in some cases the penalty is much higher. I believe that the severity of the offences dealt with in this clause justifies a greater penalty than $200, especially bearing in mind that this is

the maximum sum and that lighter fines may be imposed.

The Hon. L. J. KING: Although I have not considered the matter greatly, I think the Leader is right. The penalty of $200 may not be effective in securing the attendance of witnesses who do not really want to attend, or in ensuring the production of documents. However, it is surprising (and perhaps this is a commentary on just how law-abiding this community is) that witnesses do attend at a local court, even though the penalty for non-attendance, as stated on the summons, is still, I think, $20. However, in this case we may be dealing with more sophisticated people.

Dr. Eastick: They may be playing for big stakes.

The Hon. L. J. KING: Yes, and we probably need a more salutary penalty to ensure the attendance of witnesses and the production of documents. I will consider the matter further during the dinner adjournment. Although I do not intend at this stage to move an amendment myself, I am willing to accept an amendment.

Dr. EASTICK: By my own error, I did not refer to this matter when clause 12 was being discussed. I point out that this penalty applies to that clause and to other clauses as well.

Mr. McANANEY: Clause 12 gives the Commissioner power to take extracts from books and documents relating to a business. However, under subclause (3) of this clause a person is not obliged to produce books, and so on, if their contents would tend to incriminate him. Despite this subclause, it would appear that, by clause 12, the Commissioner would have obtained all the necessary evidence, anyway.

The Hon. L. J. KING: Subclause (3) provides a privilege against self-incrimination. Therefore, a person may refuse to produce documents on the grounds that they may incriminate him. In other proceedings, the police may obtain a warrant to seize documents to put before the court that would have the effect of incriminating a person. In this case, the Commissioner has the power to take extracts from documents to use before the tribunal. Although the honourable member's point is well taken (there does appear to be an artificial situation in which a person does not have to produce his books, but someone else has the legal right to seize them), there is a distinction between these two provisions.

Clause as amended passed.

Clauses 22 and 23 passed.

Clause 24—"Case stated."

The Hon. L. J. KING: I move to insert the following new subclause:

(2) Any such case stated by the Tribunal shall be heard and determined by the Full Court.

This amendment simply makes clear that, where the tribunal wants guidance on a question of law, the jurisdiction is to be exercised by the Full Supreme Court. This is appropriate, because the tribunal will be presided over by a judge. Therefore, if he seeks guidance of the Supreme Court on a question of law, obviously he wants the guidance of the Full Supreme Court.

Amendment carried; clause as amended passed.

Clause 25—"Appeal."

The Hon. L. J. KING: I move:

In subclause (1), after "section", to insert "and any other statutory provision relating to an appeal from a decision or order of the tribunal".

The provisions of the Consumer Transactions Bill qualify the provisions of this clause.

Amendment carried.

The Hon. L. J. KING: I move to insert the following new subclause:

(4) Any such appeal shall be heard and determined by the Full Court.

Where the right of appeal is given under this Bill and under the Consumer Transactions Bill it is on matters of substance, and if there is such an appeal it should be heard by the Full Court.

Amendment carried.

Dr. EASTICK: Subclause (2) provides that an appeal must be instituted within one month. As longer holiday periods become available and other delays occur, one month may not be sufficient time in which to lodge an appeal. Although it is possible for an appeal outside that time, it is not the right of the individual to expect that he will obtain that further consideration.

The Hon. L. J. KING: I believe that one month is the longest time given by any appeal provision under the law. If parties are dissatisfied with a decision and intend to appeal, that fact should be known immediately. This time can be extended because of exceptional circumstances, but it is important that appeals should be instituted promptly.

Clause as amended passed.

Clauses 26 to 29 passed.

Clause 30—"Entitlement to be granted a licence."

Dr. EASTICK: A licence remains in force until September 30 next ensuing after the granting of a licence. Has the Attorney considered providing a *pro rata* fee for a person who may have the licence for, say, only one month before it expires?

The Hon. L. J. KING: I should not think that such a provision would be needed for this type of licensing. It is an annual licence for credit providers and, if an applicant is of sufficient substance to justify receiving a licence as a credit provider, it would be unreasonable for him to indicate that he was not willing to continue for 12 months.

Dr. EASTICK: This person may be at a disadvantage in that, having paid a full year's fee, he may be able to function for only one month before having to pay another year's fee. We do not know what the amount will be, but the person may be responsible for a large outlay with little overall benefit.

The Hon. L. J. KING: I will consider this matter.

Clause passed.

Clause 31—"Renewal of licence."

Mr. COUMBE: I assume that the Government will insist that every licence shall expire on September 30, and I should like to know why that date is fixed. Why not let the licence expire on the anniversary of the application? In some circumstances, it may be easier to process applications if they all fall due on the same day, but if people are applying for a licence for the first time and the Act is not proclaimed until the end of November, their licences will operate for only 10 months. I am sure that it would be more convenient to the public and the licence holders to renew a licence when it has been in operation for 12 months.

The Hon. L. J. KING: I am not particularly experienced in handling the administrative aspects of licensing and, therefore, I depend on advice on this matter. I have been told that there are considerable administrative advantages in having the licences fall due on a specific date.

Mr. Coumbe: What about motor-car registrations?

The Hon. L. J. KING: That is a special case. I do not know why September 30 has been fixed as the date but I suspect that it may be the date on which moneylenders' licences fall due. I have not a note on the matter but I will find out why that date was fixed and tell the honourable member. I think the other problem that has been mentioned would be covered if the suggestion by the Leader of the Opposition was adopted, namely, having a proportionate fee for part of a year. I will also investigate that. It seems that that would solve the problem of a person being licensed for the first time when the Act came into force and also solve the problem of new applications subsequently when a part of the year was involved.

Clause passed.

Clauses 32 to 35 passed.

Clause 36—"Inquiries."

Mr. MILLHOUSE: I move:

In subclause (3), after paragraph (*b*), to insert "or"; and to strike out paragraph (*d*).

The objective of these amendments is to reduce the tremendously wide ambit of the power given to the tribunal. Subclause (3) sets out the proper causes for disciplinary action, but paragraph (*d*) gives the whole game away by widening the provision again. Unless subclause (1) is restricted by subclause (3), it is unnecessarily wide, and subclause (3) is so wide that it does not contain any real restriction. The vice is in paragraph (*d*). The tribunal should have power to inquire only into matters concerning the conduct of the credit provider as a credit provider.

The Hon. L. J. KING: I appreciate the honourable member's comment but there is really no alternative and I cannot accept his amendments. Under clause 30 the tribunal must be satisfied, before granting a licence to the credit provider, that he is a fit and proper person to hold a licence. If it is shown subsequently that he has ceased to be a fit and proper person, there must be a power to impose the necessary disciplinary action. To accept the honourable member's argument would involve spelling out every conceivable action that could render a person not a fit and proper person. The tribunal must make a judgment. Just as we cannot spell it out in clause 30 regarding qualifications to obtain a licence, we cannot spell it out in this clause as the reason for disciplinary action. It is regrettable that one must have these things in fairly general terms but the final question that must be answered is whether the person appearing before the tribunal has ceased to be a fit and proper person. Certainly if paragraph (*d*) were deleted it would be necessary to recast and expand the other provisions radically. The matter of conviction for dishonesty would, I think, render a person not to be a fit and proper person. I do not think there is any escape from leaving it to the tribunal to judge on the facts before it whether

the provider has ceased to be a fit and proper person to hold a licence.

Dr. EASTICK: I see no provision requiring the tribunal to explain to the person concerned why he is not to receive a licence. If the Attorney-General persists with this all-powerful provision, I think the tribunal should be required to furnish this information.

The Hon. L. J. KING: The tribunal will, of course, lay down its own procedures, but the rules of natural justice apply to it. A failure by the tribunal to adhere to those well established rules of natural justice would mean that an appeal against the order of the tribunal would succeed.

The Hon. D. N. BROOKMAN: It seems to me that as long as the tribunal's opinion has been given in a specific matter there is cause for disciplinary action.

The Hon. L. J. KING: It is the opinion of the tribunal and of no other body that counts in deciding whether a person is unfit to hold a licence. The Supreme Court would not be entitled to substitute its own opinion for the opinion of the tribunal. However, the Supreme Court has a duty, first, to ensure that the proper procedures have been carried out and that the rules of natural justice have been observed. If that had not been done, the Supreme Court would be entitled to quash the order of the tribunal and, in addition, to consider whether the tribunal had directed its attention to the proper questions. If the tribunal acted capriciously and decided that, because of something to do with a person's domestic life he was not a fit and proper person to be a credit provider, the Supreme Court would be entitled to say that the tribunal had formed an irrelevant opinion and that, therefore, the order could not stand. Many tribunals have this power conferred on them, and it is their opinion that counts. The supervision the court can exercise is only to see that the tribunal asks itself the right questions and goes about its business in a fair and just way but, that having been decided, it is for the specially-constituted tribunal to form the opinion that it is required to form under this clause.

Amendments negatived; clause passed.

Clause 37—"Authorized address."

The Hon. L. J. KING: I move:

In subclause (5), after "provider" third occurring, to strike out "was" and insert "has".

This is a drafting amendment.

Amendment carried.

The Hon. L. J. KING: I move:

To strike out subclauses (7) and (8).

This is a drafting amendment involving the transposition of the service provisions included in subclauses (7) and (8) to a later clause where service generally is dealt with.

Amendment carried; clause as amended passed.

Clauses 38 and 39 passed.

Clause 40—"Form of credit contract."

The Hon. L. J. KING: I move:

In subclause (1) (*b*) (*v*), after "Registrar-General", to strike out "or"; and after "transaction" to insert "or any other charges authorized by regulation".

These amendments provide for a more accurate description of what must be included in the credit contract. The charges mentioned in this clause as drafted are not exhaustive; consequently, provision is made in the amendments for other charges to be authorized by regulation.

Amendments carried.

The Hon. L. J. KING: I move to insert the following new subclause:

(1a) Where the particular matters of which disclosure is required in a credit contract under subsection (1) of this section are not ascertainable by the credit provider before, or at the time of, the formation of the credit contract, the contract must—

(*a*) set out those matters to the extent to which they are ascertainable;

and

(*b*) set out the terms and conditions upon which the credit is, or is to be, provided in a clear and concise manner so that the obligations of the consumer under the contract are explicitly stated and readily ascertainable.

This amendment provides for the situation in which the credit provider does not have the information required to be set out in subclause (1) at the time the contract is made. I am told that there are situations where the information set out in subclause (1) is not appropriate to the type of transaction involved. This new subclause provides that, where the information required is not ascertainable by the credit provider at the time of the formation of the contract, he is required to do what he reasonably can to give information to the consumer.

Amendment carried.

The Hon. L. J. KING: I move:

In subclause (7) to strike out "in excess of the amount that would have been payable on account of the credit charge if it consisted of simple interest upon the principal outstanding from day to day at the rate of ten per cent per annum".

This amendment makes more stringent the consequence of non-compliance with this clause. The amendment will have the effect that, if the

credit provider does not comply with this clause, he will lose his credit charges.

Mr. COUMBE: What appeal will the credit provider have, if he is so disfranchised, so that he can regain a credit provider's licence?

The Hon. L. J. KING: There is a misunderstanding regarding this matter. If the provider does not give the information he is required to give by clause 40, he cannot charge the credit charges involved in the transaction. He can get his principal back, but he cannot charge any interest. That is the penalty. This provision applies to only the one transaction. It does not affect the licence, except that, if the credit provider deliberately fails to provide the information, such action could be the basis of a complaint considered by the tribunal.

Amendment carried; clause as amended passed.

Clause 41—"Form of contract that is a sale by instalment."

The Hon. L. J. KING: I move:

In subclause (2), in the definition of "principal", to strike out all words after "means" and insert "the sum of the amounts referred to in paragraph (*f*) of subsection (1) of this section, less the total amount referred to in paragraph (*g*) of that subsection".

This amendment more adequately defines the word "principal" in the contract.

Amendment carried; clause as amended passed.

Clauses 42 to 45 passed.

Clause 46—"Harsh and unconscionable terms."

Mr. MILLHOUSE: I move:

In subclause (5) to strike out "the performance of the obligations under the credit contract" and insert "the transaction"; and to strike out "is completed" and insert "is finally closed".

Under subclause (5) there may be a series of performances, and my amendments make sure that proceedings must be instituted within six months of the last of these performances being completed. Subclause (5) then provides:

Proceedings before the Tribunal under this section must be instituted before, or within six months after, the transaction to which the proceedings relate is finally closed.

Mr. Jennings: Why "finally"?

Mr. MILLHOUSE: We want to make clear that, until six months after the last instalment is paid and the whole transaction is closed, proceedings can be taken. Those amendments make the position more definite and clear without altering the intention of the subclause.

The Hon. L. J. KING: I am not sure about the expression "the transaction is finally closed". Does that appear in any other Statute?

Mr. Millhouse: I'm not sure.

The CHAIRMAN: Order!

Mr. Millhouse: It was given—

The CHAIRMAN: Order! The honourable member for Mitcham will abide by the authority of the Chair, or suffer the consequences.

Mr. Millhouse: I was just trying to tell the Attorney-General—

The CHAIRMAN: Order! I warn the honourable member for Mitcham.

The Hon. L. J. KING: The only query I had was about this expression, but I gather that it is used in the Money-lenders Act. As I see the point behind the amendments, I am willing to support them.

Amendments carried; clause as amended passed.

Clause 47—"Duty to supply information."

Dr. EASTICK: Under this clause, the credit provider will provide information, subject to the payment of a prescribed fee, which will be fixed later by regulation. A person who desires information may misunderstand this provision. Therefore, can the Attorney say about how much the fee will be?

The Hon. L. J. KING: I believe that it will be a small fee, similar to that charged a shareholder of a company who seeks information from the registered office of a company—about 50c, and certainly less than $1. This small fee will provide something towards the cost of supplying the information, but perhaps more importantly it will limit applications so that people will not seek information if they have no real reason for seeking it.

Clause passed.

Clauses 48 to 50 passed.

Clause 51—"Assignment of certain interests."

Mr. MILLHOUSE: I move:

In subclause (1) (*b*), after "instructed", to strike out "and employed independently of the credit provider, or a commissioner for taking affidavits in the Supreme Court" and insert "by the assignor".

This amendment makes clear that the solicitor employed is employed by the assignor for this purpose. It is really no more than a drafting amendment.

Amendment carried.

Mr. MILLHOUSE: I move:

In subclause (2) after "solicitor" to strike out "or commissioner".

This amendment strikes out the provision that the advice can come from a commissioner for taking affidavits at the Supreme Court. Not all commissioners are solicitors. I think that this provision was taken from the Money-lenders Act, but it is meaningless here and should be removed.

The Hon. L. J. KING: I agree. A commissioner for taking affidavits has the function of taking affidavits; it is not appropriate for him to give advice.

Amendment carried; clause as amended passed.

Clause 52 passed.

Clause 53—"Manner in which credit is to be provided."

The Hon. L. J. KING: I move:

In subclause (2) (*a*) to strike out "or" second appearing; and in subclause (2) (*b*) to strike out "for the preparation of any document".

As it stands, subclause (2) authorizes the deduction of proper charges by the credit provider from the amount of the loan. One charge relates to a fee by a solicitor or land broker for preparing any documents. There may be other charges for which the credit provider has to pay and which he is entitled to deduct.

Amendments carried.

The Hon. L. J. KING: I move:

After paragraph (*b*) to insert "or"; and to insert the following new paragraph:

(*c*) on account of any other charges authorized by regulation.

These amendments provide for the deduction of other charges authorized by regulations.

Amendments carried; clause as amended passed.

Clause 54 passed.

Clause 55—"Canvassing."

Mr. MILLHOUSE: I move to insert the following new subclause:

(3) This section does not apply where the principal object of the canvasser is to negotiate contracts for the sale of goods or the provision of services with those whom he canvasses, and the credit for which the canvassing relates is to be provided for the sole purpose of enabling or assisting those persons to discharge their obligations under those contracts.

This amendment is designed to help people like the "Friendly Electrolux Man" who sells properly from door to door but whose organization provides credit. The amendment is to make clear that where canvassing is for the purpose of selling goods or providing services it is not caught by the prohibition.

The Hon. L. J. KING: I accept the amendment.

Amendment carried; clause as amended passed.

Clause 56—"Nature of writing."

Dr. EASTICK: Can the Attorney assure me that this provision will not prevent a person who is illiterate or unable to write from being able to complete a document properly? I understand that the basis of this clause concerns the content of the document rather than the signature.

The Hon. L. J. KING: It is not concerned with the signature: the document must be legible. If a person preparing it cannot write legibly he must engage someone who can. I move:

In paragraph (*b*) to strike out "of a size smaller than the type known as 'ten-point Times'" and insert "the dimensions of which do not comply with the regulations".

I am assured that this amendment is necessary and will solve all technical problems.

Amendment carried; clause as amended passed.

Clauses 57 and 58 passed.

Clause 59—"Proceedings."

Mr. MILLHOUSE: I move:

To strike out "summarily" and insert "in accordance with the procedure prescribed by the Justices Act for minor indictable offences".

As the clause stands, proceedings for offences are disposed of summarily by a magistrate. Heavy penalties are provided in various clauses and for some offences imprisonment may be imposed. If a defendant wants to be dealt with by a district court and judge, his request should be granted.

The Hon. L. J. KING: Although I cannot accept the amendment, I would be willing to make the offence under clause 57 a minor indictable offence. A distinction exists between that offence and other offences in the Bill, as they do not involve dishonesty and are punishable by a fine. Perhaps if this matter were examined it might be possible to devise an amendment that would have the effect of bringing in the offence under clause 57.

[*Sitting suspended from* 6 *to* 7.30 *p.m.*]

The Hon. L. J. KING: I intend to move an amendment dealing with the matters that were discussed before the dinner adjournment.

The CHAIRMAN: The honourable member for Mitcham has already moved an amendment and I ask the honourable member whether he persists with his amendment or desires to withdraw it.

Mr. MILLHOUSE: I thought I made clear that I would agree to the Attorney's suggestion. I ask leave to withdraw my amendment.

Leave granted; amendment withdrawn.

The Hon. L. J. KING: I move:

After "Act" to insert "except offences against section 11 and section 57 of this Act."

The effect of the amendment is that all offences under the Bill, other than those against clauses 11 and 57, will be summary offences.

Mr. MILLHOUSE: I support the amendment.

Amendment carried; clause as amended passed.

Clause 60—"Service".

The Hon. L. J. KING moved:

In subclause (2) to strike out "on" second occurring and insert "of".

Amendment carried.

The Hon. L. J. KING: I move to insert the following new subclause:

(3) Any notice, process or document shall be deemed to have been duly served upon a credit provider if it had been—

(*a*) served on the credit provider personally;

(*b*) left at an authorized address of the credit provider with a person apparently responsible to the credit provider; or

(*c*) sent by registered or certified mail to the credit provider addressed to him at an authorized address.

This amendment deals with service of various processes and notices.

Amendment carried; clause as amended passed.

Clause 61—"Regulations".

Dr. EASTICK: The penalty of $100 prescribed in paragraph (*i*) may be sufficient but, in view of earlier discussions about penalties, the Attorney may care to comment on the adequacy of this amendment.

The Hon. L. J. KING: I move:

In subclause (2) (*i*) to strike out "one" and insert "five".

Perhaps there is a case for increasing the maximum penalties for non-compliance with the regulations.

Amendment carried.

Mr. COUMBE: I think the Committee would appreciate clarification of what paragraphs (*f*) and (*g*) seek to do.

The Hon. L. J. KING: Regarding paragraph (*f*), it is common with a credit transaction, such as normal hire-purchase and consumer credit, to prescribe the credit charges as a lump sum. In order to arrive at a rate of interest, it is necessary to work out what the charges represent in terms of a rate of interest per annum. Therefore, it is necessary to have a formula by which this can be worked out, and this is relevant in many ways. For example, if the rate of interest is less than 10 per cent, the provisions of the Bill will not apply. It has been decided to leave that to regulations, because it is necessary to agree on a formula with the industry. It is also desirable that it should be flexible so that, if experience proves that it needs adjusting, that can be readily done. The disclosure of interest rates is one of the very important provisions, because the Rogerson committee and the Molomby committee considered that the best protection for consumers against exploitation was that they should have full information in an easily understood form as to the true interest rate represented by the credit charges. Here again the formula requires careful working out and agreement with the industry. Two different bases were adopted by the Rogerson committee and the Molomby committee. It is very desirable that this should be carefully worked out in agreement with the industry and should be in regulations, so that it is flexible; if the formula agreed presents difficulties in practice, it can be readily adjusted. The second purpose is very important, because the regulations must prescribe a formula that will enable the consumer to be informed in an easily understood way of the true interest rate. This gives him the opportunity of shopping around and introduces an element of true competition, which is often absent at present, because the consumer does not know the actual interest rate.

Clause as amended passed.

Title passed.

Bill recommitted.

Clause 1—"Short title"—reconsidered.

The Hon. L. J. KING (Attorney-General): I move:

Before "Credit" to insert "Consumer".

The Committee has adopted an amendment restricting the operation of this Bill to transactions under $10,000 and housing loans. As the Bill originally stood, some of the provisions, including the licensing provisions, extended generally: they were not limited in the way I have just described. Consequently, the general title "Credit Act" was chosen. However, because we have adopted amendments that restrict the operation of this Bill in the way I have described, it is now more appropriate to give this Bill a title that clearly indicates that it relates to consumer transactions.

The Hon. D. N. BROOKMAN: I note the growing tendency of the Government to introduce Bills and then practically surround them with amendments. Having amended the Bill

to such an extent, the Government wants to alter its short title. I do not applaud that procedure, because Ministers should be expected to introduce Bills the preparation of which has been completed prior to their introduction.

Mr. Crimes: Don't you believe in a second look?

Mr. Burdon: Did you ever do it when you were a Minister?

The CHAIRMAN: Order! The honourable member for Alexandra.

The Hon. D. N. BROOKMAN: All Ministers move amendments to their own Bills but the present Government does it—

The CHAIRMAN: Order! The honourable member for Alexandra must realize that we are dealing with the short title of the Bill.

The Hon. D. N. BROOKMAN: But we are changing the short title, which is almost a unique procedure. If it was a result of an Opposition amendment, it would naturally be excusable! However, for a Minister to introduce a Bill and then amend it so drastically that he has to change the short title is almost unique, and it is a rotten way of dealing with legislation. It makes it all the more difficult for the Opposition to consider the Bill, because in the long run the second reading explanation turns out to be nonsense.

The CHAIRMAN: Order! I cannot allow the honourable member to continue along that line.

The Hon. L. J. KING: I have had this kind of argument with the honourable member before, and I do not suppose that we can convince each other about it. I think it is the proper and wise practice when introducing a complex Bill affecting many interests in the community to leave it on the table of this place so that all those affected by it can be given the fullest access to the Minister to put their viewpoints and so that the Government can introduce amendments that appear to it to be appropriate, after the Government has considered the representations made to it. I am personally very grateful to all those who have put their viewpoints to me. I hope I can say that I have given to every interest the fullest consideration of its submissions, and I am happy that we have been able to make the amendments that have been the result of those representations. I do not accept the honourable member's criticism; rather, I am proud that we are willing to keep an open mind, to listen to submissions, and to amend legislation.

Amendment carried; clause as amended passed.

Clause 4—"Repeal and saving provision"—reconsidered.

The Hon. L. J. KING: I move:

In subclause (2) to strike out "licensed as a money-lender under the repealed Act" and insert "by, or on behalf of, whom a licence was held under the repealed Act immediately before the commencement of this Act".

This amendment covers the case of a corporate money-lender, where the licence is held by an actual person on behalf of a company. It is a drafting amendment.

Amendment carried.

The Hon. L. J. KING: I move to insert the following new subclauses:

(2a) A person carrying on a business immediately before the commencement of this Act in respect of which a licence was not required under the repealed Act, but is required under this Act, is not required to be licensed until the expiration of two months from the commencement of this Act.

(2b) The business of a body corporate that is deemed to be licensed under subsection (2) of this section, or to which subsection (2a) of this section applies, is not required to be managed under the personal supervision of a natural person approved by the tribunal until the expiration of two months from the commencement of this Act.

These subclauses are transitional provisions. The first of the two new subclauses covers the case of a person not required to hold a licence under the existing Money-lenders Act; however, he will be required to hold a licence under this Bill. The amendment gives him a two-month opportunity to obtain a licence. The second of the two new subclauses relates to a corporate credit provider, who must be given an opportunity to comply with the provisions by obtaining a manager.

Amendment carried; clause as amended passed.

Clause 12—"Powers of entry and inspection"—reconsidered.

The Hon. L. J. KING: I move:

In subclause (3) to strike out "two hundred dollars" and insert "one thousand dollars".

I accept what the Leader said in relation to another clause about the inadequacy of the penalties.

The Hon. D. N. BROOKMAN: Why should this penalty be increased?

The Hon. L. J. KING: The Leader sensibly pointed out in relation to clause 21 that the penalty was inadequate to secure compliance with the provisions of that clause. There may be interests which are playing for high stakes (to use the Leader's term, with which I agree)

and which may find a penalty of $200 preferable to complying with the requirement to produce documents to the tribunal. The same argument applies in connection with the Commissioner's seeking to obtain documents under clause 12. People may be willing to hide or destroy documents or in some other way hinder the activities of the Commissioner because they are playing for high stakes, and thus the penalty of $200 is inadequate. In drawing attention to the penalty provided in clause 21, the Leader said that I may wish to look at other clauses in this respect. During the dinner adjournment I took the opportunity to do so. I am grateful to the Leader for his suggestion and, following my re-examination of the matter, I have moved this amendment.

Amendment carried; clause as amended passed.

Clause 21—"Powers of the Tribunal"—reconsidered.

The Hon. L. J. KING: I move:

In subclause (1) to strike out "two hundred dollars" and insert "one thousand dollars".

I have already given the reasons for this amendment, this being the very case raised by the Leader.

Amendment carried; clause as amended passed.

Clause 57—"False statements"—reconsidered.

The Hon. L. J. KING: I move:

In subclause (1) to strike out "Five hundred dollars, or imprisonment for three months" and insert "One thousand dollars, or imprisonment for twelve months".

This clause deals with a serious offence that involves a statement by a consumer that is false to his knowledge; thus the offence involves an element of fraud. As a consquence of the suggestion of the member for Mitcham, this offence has now been made indictable and, because of this and because of the serious nature of the offence, I think it is appropriate that the maximum penalty should be increased in this subclause and in subclause (2).

The Hon. D. N. BROOKMAN: Is the Attorney-General involving the Leader in this amendment, or has he thought it out himself?

The Hon. L. J. King: That doesn't deserve an answer.

The Hon. D. N. BROOKMAN: Well, I oppose the amendment.

Amendment carried.

The Hon. L. J. KING moved:

In subclause (2) to strike out "five hundred dollars, or imprisonment for three months" and insert "one thousand dollars, or imprisonment for twelve months".

Amendment carried; clause as amended passed.

Bill read a third time and passed.

CONSUMER TRANSACTIONS BILL

In Committee.

(Continued from October 25. Page 2450.)

Clauses 2 to 4 passed.

Clause 5—"Interpretation."

The Hon. L. J. KING (Attorney-General): I move:

In paragraph (*a*) of definition of "consumer contract" to strike out "consumer" first occurring and insert "person (other than a body corporate)".

This is a drafting amendment.

Amendment carried.

The Hon. L. J. KING: I move to insert the following new definition:

"goods" includes all chattels personal other than things in action and money:

It has been thought desirable to include this definition, which is the same definition as is included in the Sale of Goods Act.

Amendment carried.

The Hon. L. J. KING: I move:

In paragraph (*a*) (ii) in the definition of "statutory rebate", after "(both inclusive)" second occurring, to insert "less any amount payable by the consumer to the credit provider in respect of the transaction for which the statutory rebate is calculated under the Stamp Duties Act".

This corresponds to the amendment I made to the same definition in the Consumer Credit Bill, and it is for the same reasons.

Amendment carried.

The Hon. L. J. KING: I move:

In definition of "supplier", before "means", to insert "in relation to a consumer contract,"; in paragraph (*a*) to strike out "consumer contracts" and insert "the consumer contract"; after paragraph (*a*) to strike out "or"; in paragraph (*b*) to strike out "consumer contracts" and insert "the consumer contract" and to strike out "contracts" second occurring and insert "contract"; and after paragraph (*b*) to insert "or" and the following new paragraph:

(*c*) he sells goods to another person with a view to that other person entering into a consumer lease with a consumer with whom he (the vendor of the goods) has previously conducted negotiations in relation to the goods;

These amendments are all involved in the definition of "supplier" and improve that definition. They are drafting amendments.

Amendments carried; clause as amended passed.

Clause 6—"Application of this Act."

The Hon. L. J. KING: I move:

To strike out paragraph (*a*).

This is one of the most difficult problems associated with this sort of legislation. It is a problem of private international law or conflict of laws. Ordinarily the law that applies to a contract is known as the proper law of the contract and, generally, the courts of the State concerned will apply to a contract the proper law of the contract. However, the difficulty is that the proper law of the contract is the law that the parties agree to be the law governing that contract. If there is no express agreement, there are certain guidelines or considerations that the courts take into account, and they generally determine which law has the closest connection to a contract. The difficulty with consumer protection legislation is that, if the proper law of the contract is adopted, it is too easy for those who may not wish to be bound by the consumer protection legislation to insert a provision that the law governing the contract is to be the law of New South Wales, for example, which might have the least protective legislation. Consequently, that does not work and something further has to be done. The Bill drafted has sought to do this by providing:

This Act shall apply to every consumer contract, consumer credit contract, and consumer mortgage—

(*a*) made in this State;
(*b*) of which the law of this State is the proper law; or
(*c*) that relates to goods or services that are delivered or rendered within this State.

This underlines a further difficulty, because the situation can arise in which the law applying depends on where the action is brought. Situations can arise where the action can be brought in the Supreme Court of New South Wales or the Supreme Court of South Australia, and the law applying can differ, because, for example, the South Australian Supreme Court must apply this legislation, but the court in New South Wales will apply the general law, or the proper law of the contract, and that might be different. We are faced with a dilemma in this instance, and it is undesirable that the law to be applied should depend on where the action is brought. Therefore, this problem should be minimized as far as possible. This amendment reduces the area in which this conflict can arise.

We are providing that the proper law of the contract should apply (and that is obvious), but this measure will apply where the goods are delivered or the services are rendered in South Australia. The amendment will minimize the area in which different laws will be applied, depending on where the action is brought. However, this problem cannot be entirely eliminated without undermining the protections sought to be provided.

Amendment carried; clause as amended passed.

Clause 7—"Contract conditional upon credit."

The Hon. L. J. KING: I move:

In subclause (1) to strike out "is not successful in obtaining the requisite credit" and insert ", after taking all reasonable steps to obtain the requisite credit, is unsuccessful in doing so".

This clause provides that, where a consumer makes known to a supplier that he needs finance to complete the deal, and he does not get the finance, the deal is off, and the consumer can rescind the agreement. This amendment is designed to ensure that there is an obligation on the consumer to take all reasonable steps to obtain the finance.

The Hon. D. N. BROOKMAN: This is a good amendment, and I support it. If it were not moved, a consumer could rescind a contract without the slightest difficulty. However, he has now to take reasonable steps to rescind it. I see a danger with this type of legislation, because in subsequent sittings of Parliament these Bills will be brought back continually for tidying up.

The CHAIRMAN: Order! We are dealing with an amendment to clause 7, and that is the only matter under discussion by the Committee.

The Hon. L. J. KING: This is an important amendment because it places this additional and proper obligation on the consumer. I will be extremely disappointed if this and other consumer protection legislation does not come back to subsequent Parliaments because, if we learn nothing from this experience, it will be poor indeed.

Dr. EASTICK: Regarding the returning of goods to the supplier, there is no clear indication at whose expense this is to be. If the supplier has supplied on the intent of the consumer to purchase and has paid expenses thereby, it is not unreasonable to expect that the cost to return the goods should be at the expense of the consumer. Will the Attorney accept that it should be the consumer's responsibility?

The Hon. L. J. KING: The obligation is on the consumer to return the goods to the supplier and there is no obligation on anyone else to meet that expense: it is the consumer's obligation, and he discharges it by returning the goods.

Amendment carried; clause as amended passed.

Clause 8—"Conditions and warranties to be implied in consumer contracts."

The Hon. L. J. KING moved:

In subclause 4 (*a*) to strike out "agreement" and insert "contract".

Amendment carried.

The Hon. L. J. KING: I move to insert the following new subclause:

(7) Subsections (3), (4), (5) and (6) of this section do not apply to a consumer contract for the sale of a second-hand vehicle within the meaning of the Second-hand Motor Vehicles Act, 1971.

This matter has been considered and representations have been received, but the Government has concluded that the scheme embodied in the Second-hand Motor Vehicles Act should be allowed to operate as a self-sufficient provision in relation to secondhand motor vehicles and that the provisions of this Bill should not apply to second-hand motor vehicles.

Amendment carried; clause as amended passed.

Clause 9—"Implied condition in consumer contract for the provision of services."

The Hon. L. J. KING: I move:

After "skill" insert "and that any materials supplied in connection with those services shall be reasonably fit for the purpose for which it is supplied."

Originally, the clause implied that a warranty in a consumer contract for the provision of services meant that the services would be rendered with due care and skill. Often materials are provided in connection with those services, and to make the warranty complete it is necessary to provide that materials supplied in connection with services shall be reasonably fit for the purposes for which they are supplied.

Amendment carried.

The Hon. L. J. KING: I move to insert the following new subclause:

(2) Where the consumer expressly, or by implication, makes known to the supplier, or a servant or agent of the supplier, the particular purpose for which the services are required, or the result that he desires the services to achieve, so as to show that he relies on the supplier's skill and judgment and the services are of a description that it is in the course of the supplier's business to provide, there shall be an implied warranty in a consumer contract for the provision of the services that the services and any materials supplied in connection therewith shall be reasonably fit for that purpose or of such a nature and quality that they might reasonably be expected to achieve that result.

This amendment writes into the Bill the warranty that is implied by common law relating to the provision of services and materials, and is similar to the warranty in the Sale of Goods Act and, in this Bill, relating to goods. Where the consumer makes known the purpose for which he wants the services in such a way as to make plain that he relies on the supplier's skill and judgment, the warranty is implied that the services and materials are reasonably fit for the purpose he indicates.

Amendment carried; clause as amended passed.

Clauses 10 to 12 passed.

Clause 13—"Recovery of damages from supplier or credit provider."

The Hon. L. J. KING: I move:

In subclause (1), after "consumer contract" first occurring, to insert "or any breach thereof, or any representation or warranty made in the cause of, or in connection with, negotiations leading to the formation of the contract".

Originally, the clause referred to damages against a supplier under or in respect of a consumer contract. It is open to argument that it does not necessarily include a breach, and probably does not include a representation or a collateral warranty. The words of the amendment appear in the Hire-purchase Agreements Act, and make clear that, where a supplier is liable for a breach of contract, etc., whether in expressed or implied terms, in the course of or in connection with negotiations leading to the formation of the contract, the financier is made stand in the position of a guarantor. If the supplier fails to meet his obligation the financier is made to do so.

Amendment carried.

The Hon. L. J. KING: I move:

In subclause (2), after "provider" second occurring, to insert "unless the supplier is insolvent, or there is no reasonable prospect of serving process upon him, in which event the action may be brought against the credit provider alone".

This amendment relates to the provision that, where a consumer seeks to make a finance company liable, he must also sue the supplier, so that the finance company can then have the supplier joined as a defendant in an action in which the finance company is sought to be made liable, but this would be unreasonable if the supplier was insolvent or there was no reasonable way of serving the process on him.

Amendment carried.

The Hon. L. J. KING: I move:

To strike out subclause (3) and insert the following new subclause:

(3) Where judgment is given in favour of the plaintiff in an action in which the supplier and the credit provider are joined as parties, the plaintiff shall not proceed to enforce the judgment against the credit provider unless he has by notice in writing served upon the supplier demanded satisfaction of the judgment and the supplier has not, at the expiration of thirty days from the date of service of the notice, satisfied the judgment.

The Bill as drafted required that, before the consumer could enforce a judgment against the finance company in these circumstances, he was required to levy execution against the supplier and to have reached the stage where he had not recovered his judgment against the supplier. This, on consideration, was thought not to be satisfactory, because many months may elapse before that stage is reached. A consumer may realize from the beginning that there is no reasonable prospect of his recovering from the supplier, and the consumer and the finance company may be put into the position of unnecessarily delaying the situation. It may be far better from the consumer's point of view to enforce his judgment against the finance company, and it may also be better for the finance company that it should be able to enforce its rights against the supplier. On the other hand, the Finance Conference has urged strongly that there should be something in the Bill to make clear that the primary obligation is on the supplier, as undoubtedly it is and ought to be. The new subclause is being moved so that the consumer may not enforce his judgment against the finance until he has made a demand on the supplier, the supplier has failed to satisfy the judgment, and a period of 30 days has elapsed.

Amendment carried; clause as amended passed.

Clause 14 passed.

Clause 15—"Rescission of consumer contract."

The Hon L. J. KING: I move:

In subclause (1), after "time", to insert "(not exceeding fourteen days)".

One of the important changes made by this Bill relates to the right to reject goods. Under the Sale of Goods Act, when a purchaser has accepted goods (that is to say, goods have been delivered to him and he has had reasonable time to examine them), he is then precluded from rejecting the goods and is confined, if there is any defect, to his right to damages. In this Bill the consumer is given a reasonable time after delivery in which to reject the goods. It has been put strongly in some quarters that there should be some upper limit to this and that the notion of reasonable time should not be left at large. After consideration it has been decided that an upper limit of 14 days should be put on it. If this amendment is carried, the consumer will have reasonable time after delivery to reject the goods, but the time is not to exceed 14 days.

Amendment carried.

The Hon. L. J. KING: I move:

In subclause (2) to strike out "personally or by post".

This is a drafting amendment.

Amendment carried.

Dr. EASTICK: I move:

In subclause (2), after "supplier", to insert "or by notice communicated by telegraph to the supplier".

I am concerned that the notice must be given in writing. Many consumers are likely to live some distance from the supplier and, therefore, not be able, in the time limit, to provide to the supplier a notice in writing. It would seem to be worth while to permit service to be by telegram, as opposed to a telephone message. Although I thought that we could provide for a telephone message, I realized the difficulty of substantiating that this message was from the consumer to the supplier. However, if someone took the trouble to state his intentions in a telegram, this would seem to be an appropriate way to widen the provisions of this clause to the benefit of consumers.

The Hon. L. J. KING: I am unable to accept the amendment, because the purpose of the amendment that has just been carried was to take out the service provision from this clause with the intention of gathering these provisions in clause 49. However, I feel some diffidence about accepting this proposal at all. I am not willing to accept it this evening, although I do not say that the Government will not accept it later in another place. I should like to consider this matter. As far as I know, no provision in any other legislation allows for service by telegram. It is important that service provisions ensure against hoaxers. Personal service is the traditional mode of service. We have extended that to include service by post. However, whether we should extend it to service by telegraph (especially bearing in mind that once it is done in one Statute it will set a precedent for other legislation) should be carefully considered. I should like to obtain the views of those directly concerned with servicing these notices. For the moment, I will not accept the amendment, but, after I consider the matter further, perhaps it can be accepted in another place.

Mr. EVANS: While the Attorney is considering whether he will allow service by telegram, perhaps he could also consider providing that the telegram should allow an extension of 48 hours to be given, as it could represent a notice to the supplier that a letter was on the way. A longer time could then be allowed for the letter.

The Hon. L. J. KING: I will consider the matter.

Amendment negatived.

The Hon. L. J. KING: I move:

In subclause (3), after "supplier" first occurring, to insert "with whom the contract was made"; and before "supplier" second occurring to strike out "the" and insert "that".

These are drafting amendments.

Amendments carried.

Dr. EASTICK: I move:

In subclause (3), after "shall" second occurring, to insert "at his own expense".

Earlier, the Attorney said that he did not believe this amendment was necessary. However, I think it is in the interests of all concerned to spell out clearly where the liability lies.

The Hon. L. J. KING: I cannot accept the amendment, because, if it is included here, it would throw doubt on what was meant in the earlier clause. There is a rule of construction that where something is expressed it supersedes what would otherwise be implied. If two clauses both deal with a similar subject matter (namely, an obligation on a consumer to return goods) and if one clause provides that this is to be at his expense and another clause does not specify this, when a court is asked to construe the meaning it asks why something was included in one clause and not in the other. The court will wonder whether Parliament meant that in the first clause this was to be undertaken at the expense of someone else. If we include this provision in this clause, we must include it throughout the Bill. In any case, I do not believe it is necessary. Where the responsibility is on the consumer to return goods, he must do this himself and, if he employs someone else, he must accept the responsibility. Nothing will be gained by adding these words, but harm will be done by adding them to one clause and not adding them to other clauses.

Amendment negatived.

The Hon. L. J. KING: I move:

To strike out subclause (5) and insert the following new subclauses:

(5) Where—

(*a*) the goods are not returned to the supplier within a reasonable time after rescission;

(*b*) the goods have been rendered unmerchantable after delivery to the consumer;

(*c*) the goods have been damaged by abnormal use after delivery to the consumer; or

(*d*) the tribunal on the application of the supplier made within fourteen days of the date of the purported rescission declares the rescission invalid on the ground that rescission is not an appropriate remedy in view of the nature of the goods, the conduct of the parties, or any other circumstances of the transaction,

any purported rescission of a consumer contract under this section shall be void.

(5*a*) There shall be no appeal against a declaration of the tribunal under this section.

New subclause (5) spells out clearly and specifically the limitations on the right of the consumer to rescind the contract after delivery of the goods. The new provision clearly spells out the circumstances in which a consumer loses his right to rescind, and the entitlement to damages.

Mr. GOLDSWORTHY: The consumer can rescind a contract within 14 days. Having done that, he must return the goods. Reference is then made to their being returned in a reasonable time. New subclause (5) (*a*) does not say what reasonable time is. It is also provided in new subsection (5) (*d*) that, if the supplier is not satisfied, within 14 days he can apply to have the rescission declared void. I believe that a time should be specified as a reasonable time during which the consumer should have to return the goods.

The Hon. L. J. KING: What the honourable member has said is correct, and I believe that it has to be so. The obligation, once the contract is rescinded within 14 days or at such earlier time as may be reasonable, is on the consumer to return the goods within a reasonable time after that. It is not possible to put an absolute time limit on that, because it depends on the nature of the goods, the location of the people involved, and the means of transport available. The same time cannot be applied to the return of bulky goods from a consumer in Oodnadatta to Adelaide as can be applied to smaller goods to be returned by a consumer living in a suburb in Adelaide to a city location. The time must depend on whether the goods are bulky and on the form of transport by which they are to be conveyed. The consumer must return the goods as soon as he can.

Mr. GOLDSWORTHY: That is not really a satisfactory situation, because the amendment does not spell out that the tribunal is to declare a time in which the goods are to be returned. The situation could arise where a contract is rescinded within 14 days but where no outside limit is defined. There should be some outside limit, even if goods are located some distance away. If it is possible to specify a period of 14 days for the declaration of the rescission of a contract, it is not unreasonable to expect that the consumer should return the goods within a certain period even, say, 21 days. The provision as it stands puts no obligation on the consumer to return the goods promptly. They could be left lying around, and the obligation would then be placed on the supplier to chase the consumer for the return of the goods.

Mr. McRAE: I support the concept of using the word "reasonable", because there are many other areas of the law where that word is applied. Reasonableness has been considered on numerous occasions by courts considering different matters such as road traffic cases and negligence cases of all kinds. Judges are astute enough to decide what constitutes reasonableness in all circumstances. This provision permits much flexibility. The word is well understood by courts and tribunals. It is understood by lawyers appearing before such courts and tribunals and it is understood by the commercial community, which is used to dealing with lawyers. Some of the examples put by the honourable member are possible, but they are unlikely to occur, because reasonableness is always taken to mean what is appropriate given all the surrounding circumstances. A tribunal or court will consider all the circumstances before deciding on reasonableness. In some cases, 14 days may be reasonable, but in other cases five days may be reasonable and in other cases six weeks may be reasonable. The honourable member's fears are groundless.

Mr. GOLDSWORTHY: The only argument that has been advanced by the Attorney and the member for Playford for specifying 14 days in subclause (1) and not in new subclause (5) is that in the first case the consumer is required to send a letter to rescind the contract with the supplier, which is a simpler operation than returning the goods. If a person involved is living in the outback and the goods involved are bulky, there may be some merit in this point, but I am still not convinced by the argument. It would be fair to set an outside limit taking cognisance of the many possible circumstances. I should say that a reasonable period for the return of the goods would be three weeks.

The Hon. L. J. KING: The test of reasonableness in relation to rescinding a contract relates to the time required to discover the defect in the goods that justifies the rescission. A reasonable time is allowed for the consumer to discover the defect. If it is a latent defect perhaps three months could be considered a reasonable time. It has been submitted to the Government that a definite period must be provided, and it has decided on 14 days.

Mr. GOLDSWORTHY: It would be more simple to set down a reasonable upper limit for the return of the goods. If the contract is rescinded but the person does not return the goods, the onus is on the supplier to get them back. If they are not returned, what does the supplier do?

The Hon. L. J. KING: The consumer takes the risk if he does not return them within a reasonable time, because the supplier can then enforce the contract in the normal way.

Amendment carried; clause as amended passed.

Clause 16—"Rescission of credit contract."

The Hon. L. J. KING: I move:

After subclause (2) (*a*) to strike out "and"; and after subclause (2) (*b*) to insert:

and

(*c*) the credit provider may recover, as a debt, from the consumer, any amount paid to the consumer under the credit contract.

These amendments provide that the credit provider may recover anything he has paid to the consumer before the rescission of the contract.

Amendments carried; clause as amended passed.

Clause 17—"Rescission of consumer mortgage."

The Hon. L. J. KING: I move:

To strike out subclause (2) and insert the following new subclause:

(2) Where a consumer contract is rescinded—

(*a*) the supplier under that contract shall assume and be bound by the obligation of the consumer to repay any principal amount secured by the mortgage (and the repayment of that amount shall fall due immediately upon return of the goods to the supplier); and

(*b*) the amount (if any) that the consumer is entitled to recover back from the supplier upon rescission of the contract shall be reduced by the extent of the supplier's liability under paragraph (*a*) of this subsection.

The amendment makes clear that, where rescission takes place and goods are returned to the supplier, the supplier must assume the obligation of the consumer to the financier. On a rescission breach by the supplier, the consumer becomes entitled to return the goods to the supplier. At that stage, the supplier must assume the obligations that the consumer previously had to the finance company regarding the principal. He is not required to assume any obligations regarding credit charges and is bound only by the obligations as to the principal. This is substantially the same as a provision in the Hire-Purchase Agreements Act in the same circumstances.

Amendment carried; clause as amended passed.

Clauses 18 and 19 passed.

Clause 20—"Prohibition of commissions."

The Hon. L. J. KING: I move:

To strike out subclause (1) and insert the following new subclause:

(1) Where—

(*a*) a credit provider or other person pays or confers any commission or other benefit to or upon a supplier or other person in respect of a credit contract entered into by the credit provider with an applicant for credit who has been referred by the supplier to the credit provider; and

(*b*) the amount or value of the commission or other benefit (or where separate commissions or benefits have been paid or conferred the aggregate amount or value thereof) exceeds ten per centum of the credit charge payable under the credit contract,

the credit provider and the person to or upon whom the commission or other benefit was paid or conferred shall each be guilty of an offence and liable to a penalty not exceeding one thousand dollars.

This amendment deals with what is undoubtedly an extremely difficult question. The Bill, as it stands, prohibits the payment of commissions by financiers to dealers for putting business in the way of the finance company and prohibits the payment of commissions by insurance companies for the same purpose. Both the Rogerson committee and the Molomby committee made this recommendation and were severely critical of the payment of commissions or kickbacks. The vice of the practise is that it is open to a finance company or insurance company to induce dealers to put business their way by the payment of commissions, perhaps higher commissions than others paid.

Thereby, a less desirable finance company or insurance company can attract business to the detriment of the consumer, because the dealer recommends the finance company or the insurance company, not in the interests of the consumer but to obtain the highest commission available to him. Indeed, the practice is not unknown of deals being made by which dealers are authorized to add credit charges additional to the normal, on a sharing basis with the financier, and both the Rogerson committee and the Molomby committee made the strongest recommendation that this practice should be prohibited.

The problem about prohibition is the effect it would have on the financial structure, particularly the motor vehicle dealing industry, because with all its faults (and I consider that it has faults) it has become part of the structure of the industry, and strong recommendations have been made that the effects of a complete prohibition could be serious and substantial, so an attempt has been made to strike at the evil without producing the undesirable economic consequences, hence the prescription of maximum amounts.

I have been told that the normal commission payable by a finance company is 10 per cent of the credit charges and the normal commission paid by an insurance company is 20 per cent of the premium, so if that is prescribed as a maximum it will also almost certainly become the minimum also. In other words, there will be no variation between the commissions paid. If that can be achieved, the practice of less desirable companies gaining business by offering higher commissions will be eliminated.

The problem is in enforcement, and this undoubtedly has difficulties, if two parties, an insurance company or a finance company on the one hand and a dealer on the other, both desire to evade the provision. Nevertheless, the Commissioner, as has been said earlier today, has wide powers to inspect records and obtain information, and I am prepared to assume, until the contrary is proved, that this provision can be policed. The amendment modifies the original complete prohibition and substitutes a provision for a maximum commission that may be paid by finance companies and insurance companies.

Dr. EASTICK: This alteration shows that the Attorney has accepted that there is real purpose in such commissions being paid. I do not know whether the 10 per cent will be realistic. It may prove unsatisfactory in many transactions that have been substantially to the benefit of all parties, including the consumer, in the past, because of the contacts

that have been made. I ask the Attorney whether subsidiaries of the same company are controlled by the amendment, having regard to the fact of there being the same directorships, and the same management of a credit organization and the supplier organization (I am thinking particularly of the motor vehicle field), with a difference only in the name of the registered company but the same ownership in all the other circumstances.

The Hon. L. J. KING: The same provision applies in all cases. There is no exception regarding subsidiary companies. Indeed, I do not think there can be. I do not consider that it would be satisfactory to try to draft exemptions for subsidiary companies. If a separate company is formed for any purpose, it acquires a separate corporate personality. It is one of the disabilities (and also one of the advantages, depending on the circumstances) and I do not consider that it would be practicable or desirable to grant exemptions in such cases.

Amendment carried; clause as amended passed.

Clauses 21 to 27 passed.

Clause 28—" Notice to be given to consumer when goods repossessed."

The Hon. L. J. KING: I move:

In subclause (4), after "served", to insert "on the consumer".

This is a drafting amendment.

Amendment carried.

The Hon. L. J. KING: I move to insert the following new subclause:

(5) If the notice required by subsection (3) of this section is not served on a guarantor, the mortgagee shall not be entitled to enforce the guarantee.

As the Bill stood, non-service on the guarantor had the same effect as non-service on the consumer himself. However, it seems reasonable that the only penalty for non-service on the guarantor should be an inability to enforce the guarantee.

Amendment carried; clause as amended passed.

Clause 29—"Possession of goods to be retained for certain period."

The Hon. L. J. KING: I move to insert the following new subclause:

(1a) There shall be no appeal against a decision of the tribunal to grant its authority for the sale or disposal of goods under subsection (1) of this section.

This is a discretionary power. The tribunal is set up to bring the qualifications of the tribunal members to bear on situations such as this, and it is therefore not an appropriate matter for appeal to a court that does not have those qualifications. Questions of law can be reserved for the court by way of a case being stated.

Amendment carried; clause as amended passed.

Clause 30—"As to consumer's rights and immunities when goods repossessed."

The Hon. L. J. KING: I move:

In subclause (1) (*b*), after "mortgagee" third occurring, to insert ", if entitled to assert a personal right of action against the consumer under the mortgage,".

This is a drafting amendment to make clear that the recovery against the consumer depends on the existence of a personal obligation in law on the part of the consumer.

Amendment carried; clause as amended passed.

Clause 31—"Consumer may require mortgagee to enforce consumer mortgage."

The Hon. L. J. KING: I move to insert the following new subclause:

(2a) There shall be no appeal against a declaration of the tribunal under subsection (2) of this section.

This is entirely a discretionary matter within the competence of the tribunal and is not suitable for appeal.

Amendment carried; clause as amended passed.

Clause 32 passed.

Clause 33—"Power of Tribunal to allow goods to be removed."

The Hon. L. J. KING: I move to insert the following new subclause:

(3) There shall be no appeal against an order of the tribunal under this section.

The amendment provides that there is no appeal in relation to this clause, the reason being the same as that for an earlier amendment.

Amendment carried; clause as amended passed.

Clauses 34 to 36 passed.

Clause 37—"*Bona fide* purchase for value."

The Hon. L. J. KING: I move:

To strike out subclause (1) and insert the following new subclause:

(1) Subject to subsection (2) of this section, where a person, in good faith and for valuable consideration, purports to acquire title to goods subject to a consumer lease, or consumer mortgage, without actual notice of the interest of the lessor or mortgagee in the goods, from the lessee or mortgagor or a person who is, with the consent of the lessee or mortgagor, in possession of the goods and has been invested with apparent ownership of the goods, that person shall acquire a good title to the goods in defeasance of the interest of the lessor or mortgagee in those goods.

This clause makes one of the very important changes in the law. Under the ordinary law a purchaser can obtain no better title to an article than the person had from whom he purchased the article; if the goods he purchases are subject to a consumer mortgage, he takes them subject to the interest of the finance company. This Bill provides that, if the purchaser takes goods genuinely and for valuable consideration and without notice of the interest of the finance company, he takes a good title, and his title will prevail over that of the finance company. In this way we hope to eliminate the injustice that has not infrequently occurred when a person has in good faith taken a vehicle or an article from a vendor who is apparently the owner. The purchaser pays his money innocently and later finds that the finance company repossesses the vehicle or article. This is an injustice that needs to be remedied. This was a recommendation of the Rogerson committee, but the Molomby committee did not recommend it.

Amendment carried.

The Hon. L. J. KING: I move:

In subclause (2) to strike out "purports to acquire title to the goods in the course of carrying" and insert "carries".

This is a consequential amendment.

Amendment carried; clause as amended passed.

New clause 37a—"Liens."

The Hon. L. J. KING: I move to insert the following new clause:

37a. (1) Subject to subsection (2) of this section, where a workman does work upon goods comprised in a consumer lease or consumer mortgage in such circumstances that if the goods were the property of the lessee or mortgagor, the workman would be entitled to a lien on the goods, he is entitled to the lien notwithstanding that—

(*a*) in the case of a consumer lease, the property in the goods is not vested in the lessee; or

(*b*) in the case of a consumer mortgage, the property in the goods may not be vested in the mortgagor.

(2) The lien is not enforceable against the lessor or the mortgagee if the consumer lease or mortgage contains a provision prohibiting the creation of a lien by the lessee or the mortgagor and the workman had notice of that provision before commencing work upon the goods.

This new clause makes clear that, where a workman or repairer performs work on an article that is subject to a consumer mortgage, he can acquire a workmen's lien that is valid against a financier. For the same reason as it is unfair that an innocent purchaser should be left lamenting if he pays money in good faith, it is unfair that a workman should be deprived of a lien enabling him to enforce collection of his charges simply because it turns out that the article is subject to a consumer mortgage.

New clause inserted.

Clause 38—"Relief against consequences of breach."

The Hon. L. J. KING: I move:

In subclause (1) to strike out "apply to the tribunal for an order" and insert "make an application under this section"; and after subclause (2) to insert the following new subclauses:

(2a) An application under this section shall be made in the first instance to the Commissioner.

(2b) The Commissioner, if satisfied that the application has been made upon proper grounds, shall, by negotiation with the credit provider, supplier or mortgagee attempt to obtain, on behalf of the consumer, a consensual variation of the consumer credit contract, consumer lease or consumer mortgage by virtue of which the consumer may be enabled to comply with the consumer credit contract, consumer lease or consumer mortgage.

(2c) If the Commissioner is not successful in obtaining on behalf of the consumer any such consensual variation of the consumer credit contract, consumer lease or consumer mortgage, he shall refer the application to the tribunal.

This is an important change in the provisions relating to hardship. As the provision appeared in the Bill, where a person suffering hardship was unable to carry out his obligation, he could apply to the tribunal for relief. The problem about this is that it could have resulted in a flood of work for the tribunal. People who fail to pay may regard an application to the tribunal as a last defence against repossession. Possibly, applications could be made to the tribunal whenever goods were repossessed. Consequently, it seems desirable that the first application for relief should be to the Commissioner for Prices and Consumer Affairs so that he can sort out the matter. The Commissioner could consider the differences between the parties, whether the applicant should be relieved of his obligations in whole or in part, and so on, and then, if necessary, refer the matter to the tribunal. It is thought that this measure will cushion the impact of additional work on the tribunal, and will be a more effective way, from the point of view of the consumer and the financier, of dealing with these hardship cases.

Dr. EASTICK: Is the Attorney suggesting that the Commissioner will undertake these negotiations on behalf of the person concerned?

We seem to be taking away from the tribunal set up for this purpose its right to deal with matters correctly directed to its attention. Even though the Commissioner is referred to in the amendments, we may be by-passing him and giving these matters to officers under his direction. The end result of this may be satisfactory to all parties. However, I point out that we are removing the jurisdiction not only from the tribunal but also, by virtue of the way in which these matters will be dealt with, from the Commissioner. Although matters that are not satisfactorily concluded will come back to the Commissioner and then to the tribunal, I wonder whether the course we are adopting is in the best interests of all parties and whether it will produce the situation that the Attorney believes we should have.

The Hon. L. J. KING: I think it will, and that what we are providing is appropriate. Many of these applications will be trivial, as they will involve the desire for only some small adjustment. Many will be ill-founded, and can be adequately dealt with by the Commissioner and his officers. The actual organization within the Commissioner's office is a matter for him. He will manage these matters satisfactorily. Certainly the final decision whether an application for relief will be taken up or rejected will obviously be for the Commissioner to make personally, or at any rate for a senior officer in the branch to make.

Amendments carried.

The Hon. L. J. KING: I move:

To strike out subclause (5) and insert the following new subclause:

(5) There shall be no appeal against an order of the tribunal under this section.

This removes the right of appeal.

Amendment carried; clause as amended passed.

Clause 39 passed.

Clause 40—"As to insurance of goods in consumer transactions."

The Hon. L. J. KING: I move:

After paragraph (*a*) to insert "and"; to strike out paragraph (*c*); and to insert the following new subclause:

(2) Where—

(*a*) an insurer or other person pays or confers any commission or other benefit to or upon a supplier, credit provider, or other person in respect of a prescribed contract of insurance; and

(*b*) the amount or value of the commission or benefit (or where separate commissions have been paid or conferred, the aggregate amount or value thereof) exceeds twenty per centum of the total amount payable by way of premium or premiums under the contract of insurance,

the insurer and the person to or upon whom the commission or other benefit was paid or conferred shall each be guilty of an offence and liable to a penalty not exceeding one thousand dollars.

I have really explained these amendments while explaining the amendment relating to the commissions applying to financiers. This provision relates to the limits on the commissions that may be allowed by insurers to dealers.

Amendments carried; clause as amended passed.

Clause 41 passed.

Clause 42—"As to contents of contracts of insurance."

The Hon. L. J. KING: I move:

In subclause (1) (*b*), after "amount", to insert "or extent of the indemnity provided under the contract".

This is a drafting amendment.

Amendment carried; clause as amended passed.

Clauses 43 to 45 passed.

Clause 46—"Power to extend times."

The Hon. L. J. KING moved to insert the following new subclause:

(2) There shall be no appeal against an extension of time granted by the tribunal under this section.

Amendment carried; clause as amended passed

Clause 47 passed.

Clause 48—"Nature of writing."

The Hon. L. J. KING: I move:

In subclause (1) (*b*) to strike out "of a size smaller than the type known as ten-point Times" and insert "the dimensions of which do not comply with the regulations".

This follows the amendment made to the Consumer Credit Bill relating to the size of type.

Amendment carried.

The Hon. L. J. KING: I move to insert the following new subclause:

(1a) Where a consumer has been supplied with a copy of a consumer contract, consumer credit contract or consumer mortgage, the contract or mortgage shall not be regarded as being in conformity with subsection (1) of this section unless that copy is in conformity with that subsection.

This follows a point made by the Leader during his second reading speech about the requirement of legibility being applied to all copies of the contract. I think that the clause as it stood was equivocal in this regard. What is essential is that the copy supplied to the consumer (if there be such a copy) be the one in which the relevant clause is legible. What we seek to do is to provide that a clause will not be binding on a consumer unless it is

legible, so obviously it is his copy that is relevant for this purpose. The new subclause makes this clear.

Amendment carried.

The Hon. L. J. KING: I move:

In subclause (3) (*b*) to strike out "of a size smaller than the type known as ten-point Times" and insert "the dimensions of which do not comply with the regulations".

This is consequential on the amendment relating to the size of type.

Amendment carried; clause as amended passed.

Clause 49—"Service."

The Hon. L. J. KING: I move to insert the following new subclause:

(3) Any notice, process or document shall be deemed to have been duly served upon a supplier or credit provider or the mortgagee under a consumer mortgage if—

(*a*) served personally upon him;

(*b*) left at a place at which he carries on business with a person apparently responsible to him; or

(*c*) sent by registered or certified mail addressed to him at a place at which he carries on business, or at his place of abode.

This new provision sets out the manner of service of notices under the Bill.

Amendment carried; clause as amended passed.

Clause 50 and title passed.

Bill recommitted.

Clause 5—"Interpretation"—reconsidered.

Dr. EASTICK: I refer to the definition of "consumer credit contract". I believe that sometimes an amount is made available to a person on the basis of the principal amount and the interest payable in the first one or two years. The definition refers to $10,000, and the amount provided could include the amount to be prepaid as interest, or is it considered separately? The amount involved could be more than $10,000. Is the amount of principal the only consideration?

The Hon. L. J. KING: The definition of "consumer credit contract" refers to the amount of principal advanced to the consumer, and "principal" is defined in the Consumer Credit Bill, as follows:

in relation to a credit contract (other than a sale by instalment), means the amount actually lent by the credit provider under the credit contract;

If some portion of the original payment is prepaid interest, that does not form part of the principal, because that is not the amount lent: it is interest paid in advance. Is the point made that the sum is deducted from the original sum advanced?

Dr. Eastick: The advance includes principal plus payment of a further sum; it's an irregular transaction.

The Hon. L. J. KING: Assuming that the loan is $9,000 and the interest for the first two years is $500, the amount paid over is $9,500, of which the borrower immediately pays $500 as the first two years of interest. In those circumstances I should say that there has been a loan of $9,500, part of which the borrower has used to pay the first two years of interest. I believe the principal there is clearly $9,500, although that is an offhand view.

The CHAIRMAN: In view of the amendment to the title of the Credit Bill, it now being the Consumer Credit Bill, I point out that the necessary clerical adjustments will be made where the former title of that measure appears in this Bill.

Clause passed.

Clause 13—"Recovery of damages from supplier or credit provider"—reconsidered.

The Hon. L. J. KING: I move to insert the following new subclause:

(2a) A judgment shall not be given against a credit provider under this section for an amount exceeding the amount of the principal advanced under the consumer credit contract and of the costs (if any) awarded against the credit provider.

This amendment limits the liability of the credit provider under the clause, which makes the credit provider liable virtually as guarantor of the obligations of the supplier to observe the conditions of the warranty and the like. I have already discussed the clause. It seems reasonable that the financier, who is not the person who commits the breach, is being asked by this legislation to stand behind the supplier's obligations, but it seems reasonable that he should not be asked to stand behind the supplier's obligation to an extent greater than his own involvement in the transaction. Consequently, this amendment limits the financier's obligation to the amount advanced by the credit provider plus any costs awarded against him in the action.

Amendment carried; clause as amended passed.

Clause 20—"Prohibition of commissions"—reconsidered.

The Hon. L. J. KING: I move:

To strike out subclause (2).

This subclause is no longer needed, in view of the amendments that have been made this evening to clause 47, concerning commissions.

Amendment carried; clause as amended passed.

The Hon. L. J. KING (Attorney-General) moved:

That this Bill be now read a third time.

Dr. EASTICK (Leader of the Opposition): I trust and hope that we know what it is that we are passing. As was said many times in the debate on this Bill and on the previous Bill, they were Committee Bills. With the late introduction of many amendments, I appreciate that further amendments may have to be introduced to clarify many of the clauses that have been amended and those that have not been amended but should have been amended. I appreciate (as do other Opposition members) the number of representations made to the Attorney-General, and the difficulty that the Opposition has had in obtaining information from people most affected. As my colleague the member for Torrens has said, we also had some difficulty in the short time allowed to us to consider the amendments moved. I appreciate the fact that the Attorney-General gave us the chance to ask further questions on one or two issues, and I thank him for his courtesy. I point out the difficulties of a Bill such as this being justly considered, because of the many amendments moved at such a late hour.

Bill read a third time and passed.

ADVANCES TO SETTLERS ACT AMENDMENT BILL

Consideration in Committee of the Legislative Council's amendments:

No. 1. Page 1, line 13 (clause 2)—Leave out "ten thousand dollars" and insert "the prescribed amount".

No. 2. Page 2, lines 2 to 7 (clause 2)—Leave out all words in these lines and insert:

(2a) For the purposes of subsection (2) of this section 'the prescribed amount' means the maximum amount that for the time being, otherwise than under this Act, the bank advances, out of moneys provided by Parliament for the purpose, for a housing loan.

Amendments Nos. 1 *and* 2:

The Hon. J. D. CORCORAN (Minister of Works): I move:

That the Legislative Council's amendments Nos. 1 and 2 be agreed to.

The effect of the amendments is to tie the movement upward of the Advances to Settlers Act loan to the amount of the housing loan, instead of having to legislate each time the housing loan moves upward. It means that Advances to Settlers Act loans will move automatically, and the Government does not object to these amendments.

Motion carried.

METROPOLITAN AND EXPORT ABATTOIRS ACT AMENDMENT BILL

Consideration in Committee of the Legislative Council's amendments:

No. 1. Page 10, line 10 (clause 41)—Leave out "and (3)" and insert ", (3) and (4)".

No. 2. Page 12, line 31 (clause 53)—Leave out "twice" and insert "three times".

No. 3. Page 14, line 28 (clause 63)—Leave out all words in this line.

No. 4. Page 19, lines 10 to 12 (clause 86)—Leave out the clause.

Amendments Nos. 1 *to* 4:

The Hon. J. D. CORCORAN (Minister of Works): I move:

That the Legislative Council's amendments Nos. 1 to 4 be agreed to.

The Government originally intended that charges would be levied for delivery of meat according to the distance from the abattoir, and that there would not be a regular charge covering the whole area. The amendments provide that the present practice will continue to apply. Whilst the new corporation would have hoped that it could apply a variation of charges in respect of distances or costs, the Government has realized that it can be argued that a commodity such as meat should involve a consistent delivery charge throughout the area serviced by the abattoir and, therefore, it does not object to the amendments.

Mr. McANANEY: It is a mistake to accept these amendments. I realize that there could be a uniform charge for butcher shops, but if an organization such as Nelson's meat market were to set up again this would not apply. The abattoir would deliver a full cargo of meat to Nelson's and the van would be back at the abattoir within two hours. Nelson's meat market had to distribute from the depot to the suburbs. If this company had been able to pick up meat at the abattoir and deliver it in its own truck, it would probably still exist today. I believe that the corporation should have the power to charge a different delivery fee in certain circumstances.

Motion carried.

LOWER RIVER BROUGHTON IRRIGATION TRUST ACT AMENDMENT BILL

Consideration in Committee of the Legislative Council's amendments:

No. 1. Page 2, line 12 (clause 6)—After "amended" insert "— (*a*)".

No. 2. Page 2, line 14 (clause 6)—After "'hectare'" insert:

and

(*b*) by striking out from subsection (2) the word "pound" and inserting in lieu thereof the word "dollar".

Amendments Nos. 1. *and* 2.:

The Hon. J. D. CORCORAN (Minister of Works): I move:

That the Legislative Council's amendments Nos. 1 and 2 be agreed to.

If members study these nation-rocking amendments, they will realize that the word "pound" has been struck out and "dollar" inserted, and the term "hectare" has been inserted. The Government does not object to the amendments.

Motion carried.

BUSH FIRES ACT AMENDMENT BILL

Adjourned debate on second reading.

(Continued from August 30. Page 1125.)

Mr. McANANEY (Heysen): I support the Bill generally. It clears up some simple matters, such as substituting "flammable" for "inflammable". This is because the word "flammable" is more easily understood by some new Australians and even some old Australians. It also clarifies the position concerning the conversion of weights and measures to the metric system. All these things are necessary. Further, the penalties for offences have been revised, but I am critical of the fact that a minimum penalty has not been provided. In many cases damage amounting to hundreds of thousands of dollars has been caused, yet the offenders have been fined a nominal amount. Whilst Parliament may intend to provide for a satisfactory penalty, often the court does not impose sufficiently high fines. It may impose a fine of $5 for a careless act by a person who throws a cigarette out of a car window while travelling through a country area, causing damage amounting to $100,000. Such a fine seems to me to be ridiculous.

The provisions regarding the restriction of the movement of aircraft on private airfields has also been brought up to date. This is essential and should be supported. The provision regarding the type of matches that can be used will be a considerable advantage in reducing the fire risk. The Bill also sets out more clearly who is responsible for payment of compensation when fire officers are injured. Sometimes the Government will be responsible, and the Bill empowers the Government to take money out of general revenue for these payments. The Workmen's Compensation Act, which was passed last year, covers this sort of injury. A council or other responsible body does not have to take out a separate workmen's compensation policy in this respect.

There has been criticism of the fact that the Bill will place a greater financial burden on councils, but the people involved in fighting fires, which is a perilous occupation at times, should receive full compensation. Possibly, if an arrangement is made with an insurance company for complete cover in one policy, the expense may be less. The Bill does not cover volunteers who fight fires out of the goodness of their heart. Some volunter fire fighters who fought a fire at Norton Summit last year received injuries and were absent from work for a long time, yet under the Act they had to wait many months for payment. Because the board established to assess the payments comprises a farmer, an insurance agent, and a justice of the peace or member of the Judiciary, it is difficult to get these three people together for a meeting. I support the Bill and do not intend to move any amendments, but I emphasize that in some cases penalties imposed for offences are far too low, having regard to the amount of damage caused.

Mr. EVANS (Fisher): I support the Bill in the main and have no real complaint about it. We should take any action that we can to protect the fire fighter in regard to his receiving compensation so that he does not lose by offering his services voluntarily to the community. Any action that this Parliament can take to try to prevent the incidence of bush fires throughout the State would be acceptable to society, even if some laws seem restrictive on landholders. I am particularly interested in clause 37 which gives a council the power to tell a landholder that he should put a firebreak around his property. I see from the way the clause is drafted that there is no exemption or exclusion for the Crown and I take it that, if the Mitcham council or the Stirling council thought it necessary to have a firebreak around Belair National Park, the council could easily serve a notice on the national park authorities and, if the authorities did not provide the break, the council could do so.

I hope that that is how the provision will be interpreted so that people in those areas can be protected from fires that originate in the pleasure resorts in the Hills areas. I wish to refer mainly to the Hills area and the effect that the Bill will have on that area. I accept that many fires start not in the park but around it, as a result of people throwing down lighted cigarettes, children throwing down lighted matches, or sparks being caused by ineffective mufflers on motor cars.

The specific causes can never be found but over the years many major fires in the Hills have gained momentum in our national parks,

where there is much scrub and many trees, as well as poor accessibility for fire-fighting. Therefore, fires get a big hold before they can be tackled. I pay due respect to the national park authorities, who have provided fire breaks alongside roads in the parks so that there is an opportunity for fire fighters to get to fires at an early stage. One cannot condone many actions that landholders take at times. Our laws stop people from burning rubbish in the early parts of the summer months. Perhaps we should have a law compelling people to burn areas that are considered to be fire hazards so that we could decrease the fire potential.

Because of the natural beauty of some areas and the desire these days to preserve as much natural environment as possible, we may find that people will complain about firebreaks being made around properties. I believe that soon in the Hills area, when a council decides that a fire break should be placed around natural scrub, people with a keen interest in conservation will argue that it should not be put there. In such cases, it may be wise where possible to have the break on the side of the road, leaving the property as it is. This would increase the size of the firebreak already provided by the road. If we force people to put firebreaks inside their properties, there will still be a piece of land with flammable material on it between the road and the firebreak.

The member for Heysen referred to the increased penalties in the legislation. Although I think that these increases are justified, I believe that the new penalties are high enough. The honourable member was going to extremes when he said that the fines should be much higher. Some of the people who will be charged will have committed offences unwittingly. I believe that the maximum penalties provided in the Bill are sufficient. It is a big enough penalty for the average person to pay a fine of $400 or $500. I realize that the damage caused by fires can amount to $20,000 or even $100,000. However, if we made the fine $50,000, individuals could never pay; that could not be called a just penalty. I do not believe the fine should be related to the total cost of the damage caused by the fire. If a person who causes damage to another person's property has assets, the person whose property has been damaged can take court action and at least recover some, if not all, of the losses he has incurred.

Mr. Venning: How do you get on against the Railways Department in these cases?

Mr. EVANS: I have already said that I believe councils now have the power to ask the Railways Department, as the property owner, to put in firebreaks; if that is not done, the council can move in and do it. I think that a risk of a fire being started by a spark from a diesel electric motor or from rolling stock brakes skidding on rails is less than the danger of a fire starting through a passenger's throwing a cigarette out of the window of a train or of a motor car. I do not think we could put the responsibility on to the Railways Commissioner for this when possibly a passenger in the train has caused the fire. Over the years, most deaths in bush fires have occurred in the South-East and the Adelaide Hills. People who have been involved have been horrified to hear grown men squealing in pain in the last few moments of their lives.

Mr. Burdon: This happened in the South-East.

Mr. EVANS: Three policemen were involved in the Hills. Sometimes deaths in bush fires are the result of bad luck or bad judgment. However, more often civilians who are not accustomed to an area or its terrain panic, and it is this panic that is a major factor in causing deaths. The Bill also provides for a much heavier penalty in the case of a person who gives a false alarm. False alarms are one of the biggest curses facing members of the Emergency Fire Services. These people give their time freely to protect the community. Yet some smart alecs in the community decide that they should drag out the local fire-fighting unit, and then the E.F.S. members are taken away from their employment, or, if it is in the evening, away from their homes to go to a fire that does not exist. In the metropolitan area recently, there was the unfortunate case where a woman was killed as a reslt of a false alarm involving the fire brigade unit. These people who give false alarms must be dealt with as severely as possible.

I believe that people generally should accept some responsibility for informing the authorities when they have an idea that someone may be giving a false alarm, or if they believe that their neighbour is committing an offence by lighting a fire, either in the early hours of the morning or in the late evening, when he thinks there is less chance of being detected. Many bush fires start as a result of people having left what they believed to be a dead fire. The wind has then freshened in the evening and blown the fire back into life; then we have a major fire on our hands. There is no

doubt that this year the fire risk in the Hills will be higher than it has been for many years. We have not had much rain this year, whereas last year there was heavy rain. Much undergrowth that had grown has now died. Many people who could be classed as pioneers of the Hills believe that this will be a very dry summer. The Government can be commended for promulgating regulations and laws that will help to cope with the situation. The provision relating to compensation is commendable, as it places the responsibility on the whole of society. This burden should not be borne by local councils. One council should not be solely involved with fire protection because, if a fire is big enough, it can wipe out several council areas.

The Bill gives some protection and security to members of the E.F.S., who will now be more confident when they leave their homes and families that they will be covered if something goes wrong. Some members may recall that in Aldgate a few years ago a fire unit was involved with injury to personnel. It was some years before compensation was paid, but it could not be considered reasonable compensation by present standards. Therefore, I believe that the provisions in the Bill to make compensation the responsibility of society as a whole are important. I point out to the Minister that the Hills include much scrub land in national parks owned by the Crown. I should like the Minister to consider clause 37 and see whether his department must accept the responsibility for putting firebreaks all around the park if the local council so desires.

If that is the case, I commend it. I hope it has not changed, but I should like the point clarified before the Bill is read a third time. I commend those people who give their services unselfishly to the community to protect other people's property, without receiving any remuneration and without any real glory. I condemn those who make their task more difficult with false alarms and, at times, unfair criticism, by saying they are there only for the glory of the job.

Mr. GUNN (Eyre): I support the Bill. As one representing a district where much development work is still taking place (and burning-off operations are an integral part of farming in the rural community), I have had as much experience in burning-off operations as has any member in this Chamber. I say that quite humbly. I am aware of the problems caused at times by the provisions of the Act, and I say that, being well aware that it is essential to have strong guidelines to prevent people from being completely irresponsible when conducting burning-off operations.

The provisions of the Act have caused people many times to burn off on unsuitable days, because they think the next day will be a bad day, perhaps with a north wind, so they have started burning off, the wind has shifted, and on some occasions the fires have got away. During the 2½ years I have been in this place, like the member for Flinders and other members representing developing areas, I have been approached many times about the problems caused by fire ban days. On some occasions a blanket ban is issued to cover the State, and sometimes on such occasions it has been raining on Eyre Peninsula.

Mr. Venning: You cannot burn off when it is raining.

The SPEAKER: Order! The honourable member is entirely out of order in interrupting.

Mr. GUNN: I am aware of that, and I shall ignore his remarks, Sir. Due to the geographic position of Eyre Peninsula, on days when there is a complete fire ban covering the whole State it may be raining in parts of the peninsula. I am aware of the problems faced by the weather forecaster in deciding whether to declare a fire ban, and I do not think any farmer would want to see the bans lifted altogether, but perhaps another scheme could be considered, particularly when the burning-off season is getting on in the year, so that people will be able to burn off on some fire ban days.

Under the existing provisions, a person may apply to a district council for permission to burn scrub, and two persons authorized under the Bush Fires Act must inspect the area to make sure the firebreaks are in order. On some occasions farmers wish to burn stubble. A couple of seasons ago farmers were not able to burn stubble or grassland before sowing their crops, and some farmers could not sow paddocks because of the grass in other paddocks that needed to be fired.

I am pleased that the Minister has taken care of the problems resulting from the existing provisions covering insurance of fire fighters, particularly members of the Emergency Fire Services. I recall, when I was a member of the district council of Streaky Bay, that we were faced with a problem because the insurance policy covered only a certain number of people, and after that it was necessary to pay additional premiums to cover people who served in times of emergency.

Another matter that concerns me is that local government has been given the power to force

people to make firebreaks. I agree with the principle, but I know of large properties which are very rough and in many cases it would be most difficult for people to clear a firebreak. On some properties people would have to incur great expense to have miles of bulldozer tracks cut, and in some of the flat limestone it would be impossible for a plough to penetrate. Much discretion would need to be exercised in the administration of this clause.

Mr. Venning: Would anything burn on the limestone?

Mr. GUNN: Yes, mallee scrub and other things which grow in the country would burn without any difficulty. Occasionally lightning will light up thousands of acres. These are one or two matters that come to mind. If a council decides that every property holder in the area must plough a break, it may be necessary to allow them some years to comply with this.

I understand that some conservationists (Mr. Caldicott was one) have been commenting on this measure. The member for Fisher touched on this subject. Probably those people would be opposed to anyone burning anything at any time; however, burning-off operations are an important facet of farming, and people must be able to burn off certain areas to earn a living.

I support the principle of the Bill and I sincerely hope that this will improve the efficiency of the Act. Like other members, I am aware of the great dangers of bush fires. We must always look at the operation of the Act and take a realistic approach to its effect on the rural community. Members representing country areas have had many representations made to them in this regard.

Mr. RODDA (Victoria): I support the Bill, coming from that part of the State where one has a fire (not necessarily a bush fire but a bad fire) without warning. The reason was mentioned by the member for Eyre when he spoke of the effect of lightning. This year, which is a year not generally regarded as satisfactory from the country viewpoint, we will have what is known, in terms of the Bill, as much flammable material.

Last Sunday I had the honour of opening a fire awareness day at Bordertown, where the strength of the fire-fighting units of the lower South-East was displayed. People throughout the South-East and the Adelaide Hills have expressed appreciation of this Bill, although they also expressed concern about other measures that the Minister is to introduce concerning working parties. It is one of the greatest forms of assurance to have adequate fire protection. I am pleased to see that the provisions regarding insurance for fire fighters have been reviewed. For too long tragic deaths have occurred, although there has never been a shortage of volunteers when a fire has occurred. In my district as well as in other districts there is a real fire awareness by landholders, who now take every precaution to graze out their farmyards and who use weedicide control and proper ploughing to clear away fire hazards. The emphasis placed on these problems through the years has made people on the land aware of the problems that face them and of the need to clear out their gutters and complete other preventive measures. Although we have done as much as we can, the Minister should encourage people to grow fire-resistant trees. We should encourage the planting of such trees, even though we have heard much of the depredation made by lerp on the red gums of this State.

The Minister could do sterling service to the State if he informed his departmental officers of the need to provide fire-resistant trees, because they would beutify the areas concerned as well as providing valuable fire protection. This is something practical that can be implemented. The member for Eyre has referred to Mr. Caldicott and other conservationists. They could make a valuable contribution to fire protection rather than criticizing so many people, as Mr. Caldicott is prone to do. He should get off his big fat bottom and provide practical suggestions, assistance and encouragement in the growing of red gum trees, which will not burn, on even the hottest day. Plantations of these trees could provide the basis of the firebreaks that this Bill gives local councils the power to develop.

The member for Eyre has referred to lightning as a real problem, and this applies also in the South-East. Lightning is attracted especially by ringbarked red gums. In fact, the lerp is ringbarking the red gum. The member for Rocky River referred to fires not burning in the wet, but I have often noticed that, when a few points of rain has fallen on a dried-out red gum, lightning is attracted to the elongated skeletal pronged section of the tree and a fire has resulted.

The Hon. G. R. Broomhill: Do you suggest that the member for Rocky River didn't know what he was talking about?

Mr. RODDA: I suggest that the member for Eyre is right on the ball. This Bill upgrades the Bushfires Act, and we should be grateful

to the Minister for introducing it. The clause concerning aircraft is a necessary precaution that will make landholders pay more attention to airstrips although, in the months of November and December, even a reasonably mown airstrip is covered with flammable material, and an aircraft has only to belch large exhaust flames and a bush fire will result. Even when I was a member of local government I often advocated that there should be proclaimed firebreaks throughout district council areas. Good insurance would be provided by burning off areas alongside roads. This is difficult in scrub areas and in the Hills, however.

Mr. Burdon: Much of that has been done near Naracoorte.

Mr. RODDA: True, but as it is now spelt out in the Act, we could see much more of it. I hope that due cognizance will be taken of the fact that it will be difficult in some areas to implement the provisions of this legislation. The legislation makes a worthwhile contribution to the preservation of our countryside, and I have much pleasure in supporting it.

Mr. VENNING (Rocky River): I believe that alterations to the legislation over a period have considerably tidied up this legislation. This Bill is a further improvement. I pay a tribute to Mr. Fred Kerr, of the Emergency Fire Services. I believe that this most dedicated officer has been responsible for many of the alterations and amendments that have been introduced to bush fire legislation in the past. This Bill will tidy up many loose ends. It provides protection for those taking part in the work of the Emergency Fire Services. This is a voluntary service, the men of which give much of their time at great risk to themselves. When they least expect to be called, the siren goes and, like a flash, they are on the job rushing to an outbreak. It is only right and proper, therefore, that they should be covered in relation to compensation, irrespective of how it is decided upon. The legislation clarifies the position in this regard.

Over the years, the provision of firebreaks in this State has been a debatable matter. Years ago, when internal combustion engines were used for harvesting, it was necessary for one to have 12ft. firebreaks cleared of flammable material. Over the years, that provision has been altered and it is not now necessary for this to happen. However, considering the risk involved, most landholders did something about this aspect. It is most noticeable that throughout the State people are becoming more fire conscious, and the old three-chain stock routes are now being ploughed up. They are making wonderful firebreaks in a year such as this, in which bush fires are a real possibility. The Bill tidies up the urgent necessity for fire crews and Emergency Fire Services to be fully under the control of councils. It clarifies the necessity for close liaison so that each service is conscious of the other in relation to their respective responsibilities and the matter of membership of Emergency Fire Services units throughout the State. I support the Bill, and commend the Minister for introducing it.

Mr. ALLEN (Frome): I, too, support the Bill, one aspect of which has been overlooked by previous speakers. I wish to speak on that matter only. In drafting the Bill, no consideration has been given to the introduction in this State of daylight saving. I can remember in the old days that one was permitted to burn off during any period of the day, and it was common for people to commence burning off at, say, 9 a.m., only to find that a strong northerly wind blew up, the fire got out of control, and the whole district was burnt out. Later, burning off before 12 noon was prohibited, the theory being that after that time the wind usually settled down in a certain direction, and it could then be determined whether or not there would be a strong northerly wind. As a result of the introduction of daylight saving, we have advanced our clocks by one hour, so that it is now possible for one to commence burning off at what is really 11 a.m., when one cannot tell in which direction the wind will spring up. This is a serious problem, and I appeal to the Minister to consider it, because most landowners burn off by the sun, and it would not be inconvenient for them to have to wait until 1 p.m. daylight saving time before they commenced burning-off operations.

Bill read a second time.

In Committee.

Clauses 1 to 3 passed.

Progress reported; Committee to sit again.

ADJOURNMENT

At 10.38 p.m. the House adjourned until Thursday, November 2, at 2 p.m.