LEGISLATIVE COUNCIL.

Tuesday, November 3, 1953.

The PRESIDENT (Hon. Sir Walter Duncan) took the Chair at 2 p.m. and read prayers.

QUESTIONS.

PORT PIRIE URANIUM PLANT.

The Hon. F. J. CONDON—It was suggested in press reports last week that the services of Government departments might be more freely used in speeding up the work of the uranium plant at Port Pirie, the site of which was visited by the Chief Secretary last week. Can the Minister say what Government departments might be used and has he any information concerning this plant?

The Hon. A. L. McEWIN—In regard to the construction of the treatment plant at Port Pirie there are opportunities to use the industrial potential of Port Pirie local workers and for the Harbors Board to assist in certain phases of the construction.

ADELAIDE HOSPITAL.

The Hon. K. E. J. BARDOLPH—Some years ago I asked the Chief Secretary whether the Government would consider the construction of a subway from the Adelaide Hospital to the other side of North Terrace. In view of the congestion of traffic opposite the hospital and the Palais Royal will the Government give further consideration to such a proposal?

The Hon. A. L. McEWIN—The difficulty with regard to the staff will be overcome when the nurses are accommodated in new quarters in the hospital grounds. So far as the public is concerned there are many opportunities to cross North Terrace between King William Street and the hospital and I do not think it either necessary or desirable to congest all pedestrian traffic at one crossing. It would be very expensive to construct such a subway under prevailing conditions.

MOTOR REGISTRATIONS.

The Hon. N. L. JUDE (on notice)—In view of the proposed increase in motor registration fees, is it the intention of the Government to issue a 12 months registration for a 12 months fee as is done in Victoria?

The Hon. A. L. McEWIN—It is not intended to depart from the present system. The Victorian system, which provides for registration for 12 months from the day of registration, would be substantially more costly to administer than this State's system, which provides for 12 months from the month of registration.

EDUCATION DEPARTMENT.

The Hon. K. E. J. BARDOLPH (on notice)—

1. What was the amount granted State school committees by way of subsidy to June 30, 1953?

2. Is it a fact that all school equipment bought by the school committees remains the property of the Education Department and not the respective school committees?

3. What is the cost per child incurred by the Education Department for free transport in country areas?

The Hon. R. J. RUDALL—The replies are:—

1. £51,029.

2. Yes.

3. This varies from time to time according to the number of children being carried and the rates being paid to contractors. On the latest available figures (September, 1953), the average cost per child per school day is 2s. 6.9d.

GAME WARDENS.

The Hon. N. L. JUDE (on notice)—In view of the increasing prevalence of wild duck shooting out of season, is it the intention of the Government to appoint honorary game wardens as has been done in other States in respect of game and in this State with regard to the control of fishing?

The Hon. R. J. RUDALL—Twenty honorary Inspectors of Game today assist the Fisheries and Game Department to enforce the provisions of the Animals and Birds Protection Act. The most recent appointments were made in October, 1952.

HOUSING OF PENSIONERS.

The Hon. K. E. J. BARDOLPH (on notice)—

1. What is the cost per unit of the proposed housing scheme of the Housing Trust for old-age pensioners?

2. For what reason did the trust embark on its present proposal instead of planning a model garden suburb for such a scheme?

3. What amenities, other than the provision of housing, are envisaged in the trust's proposal?

The Hon. A. L. McEWIN—The replies are:—

1. As tenders for the construction of cottages for old people are only now being called for, the Housing Trust has not ascertained a cost for these cottages.

2. It is considered by the trust that the persons for whom the cottages are intended will be better suited if the cottages are built in small groups rather than in one large aggregation of cottages. A large aggregation of cottages would possibly have the effect of segregating the old people concerned from the rest of the community. In addition, by building a number of groups in different parts of the metropolitan area, it will be possible, in many cases, to house the old people in the same district as that in which they now live and where they have friends or relatives and associations over the years, and thus causing as little tearing up of roots as may be. The trust proposes that in each group there will be a substantial tract of open space which will be available for common use by the tenants of the cottages. This space will be planted with lawns, trees, shrubs, etc., and will be maintained by the trust. Thus each group will be a garden suburb in miniature.

3. The trust is a housing authority and is not the appropriate authority to provide services other than housing, which may be needed by old people. This work is better done by religious and philanthropic organizations. The sites of the cottages selected by the trust are all within reasonable distance of existing shopping and transport facilities. Apart from the necessary adjuncts to houses, the trust proposes in these cottages to provide additional amenities such as a gas hot water service, a gas fire and an electric washing machine.

LANDLORD AND TENANT (CONTROL OF RENTS) ACT AMENDMENT BILL.

In Committee.

(Continued from October 27. Page 1154.)

Clause 10 "Consideration by court."

The Hon. C. R. CUDMORE—I move to add at the end of the clause the following paragraph:—

(*g*) by adding at the end of the following subsection:—

(9) If in any such proceedings where application is made on the ground that the premises (being premises part of which is used as a shop, storeroom, workshop or stable or for a similar purpose) are reasonably needed for occupation by the lessor in connection with his trade, profession, calling or occupation, proof is given to the satisfaction of the court—

(*a*) that the lessor has been the owner of the premises for at least two years before the giving of the notice to quit; and

(*b*) that at the time of the giving of the notice to quit the lessor was not the owner of any other premises which were reasonably available to him for occupation by him in connection with his trade, profession, calling or occupation; and

(*c*) that the lessor is a British subject or a body corporate incorporated or registered in accordance with any law of the State; and

(*d*) that the lessor has since the passing of the Landlord and Tenant (Control of Rents) Act Amendment Act, 1953, given notice to quit to the lessee for a period of not less than twelve months,

then the court shall not take into consideration any of the matters mentioned in subsection (1) of this section.

Nothing in this subsection shall limit any right of the lessor under any other provision of this Act.

In speaking on the second reading I indicated that the chief difficulty that remained in connection with this legislation was that which arose out of premises which are partly business and partly residential, and that considerable difficulty had arisen firstly, about rentals, which I think the Government has fairly dealt with in saying that in fixing the rent of the business portion cognizance must be taken of what is accepted in free agreement between other people in business premises in the same area. Secondly—and this is what I am trying to clear up—the position of the person who has bought business premises with a view to occupying them in the pursuit of his own trade or calling, but which, because there are people living either in the back of the premises or upstairs will continue to be controlled. The Chief Secretary has an amendment to clause 17 which will break down slightly the severity of possible evictions from business premises, to which Mr. Perry and others have referred, but I desire to give people who have genuinely bought business premises for the purpose of conducting their own business some definite right of a date upon which they will get possession, in the same way as we have done with regard to residential premises. I want to bring those who have bought business premises for their own purposes into line with what we are doing about buyers of dwelling-houses. Twelve month's notice will still be required.

The Hon. A. L. McEWIN (Chief Secretary)—The amendment is consistent with the policy of the Bill, and I accept it. Although I think the honourable member made the amendment clear, in case there should be any misunderstanding I have obtained a legal explanation. Commercial or business premises have been exempted from controls, so that the only places to which controls will apply will be those associated with dwellings. We have released some of the controls which existed, and this amendment is in keeping with the spirit of control remaining on private dwellings. The legal opinion is as follows:—

The amendment provides, in effect, that a lessor of this type of premises may give notice to quit for 12 months to the lessee on the grounds that he reasonably needs the premises for occupation in connection with his trade, profession, calling or occupation. If the lessor proves to the court that he has owned the premises for two years, and that at the time of giving notice to quit, he did not own any other premises which were reasonably available to him for his trade, profession, calling, or occupation, and that he is a British subject or, in the case of a lessor which is a company, is registered in this State, the court is not to take into account the hardship provisions and, in effect, the tenant must go.

The order, when made by the court, will apply to the premises in respect of which the notice to quit is given. Thus, if the notice is given in respect of all the premises, the order would be for possession of all the premises including the dwellinghouse portion. The notice may, however, be given in respect only of the business part of the premises in which case the order will relate only to that part. This amendment is very similar to existing provisions in section 49 (6) under which a lessor who has owned a house for 5 years (which is proposed to be 2 years under the Bill) and who gives notice to quit for 12 months on the grounds that he needs the house for his occupation as a dwelling, is entitled to an order for possession. The underlying principle of these provisions, both the existing section and that proposed by the amendment, is that the lessee gets notice for the long period of 12 months and is thus given a reasonable period to secure other accommodation.

The Government accepts the amendment.

Amendment carried; clause as amended passed.

New clause 10a—"Recovery of possession where lessee is offered purchase of dwellinghouse."

The Hon. E. ANTHONEY—I move to insert the following new clause:—

10a. The following section is enacted and inserted in the principal Act after section 54 thereof—

54a. (1) Notwithstanding section 42 but subject to this section the lessor of any dwellinghouse may give notice to quit to the lessee of the dwellinghouse without specifying any ground therein.

(2) A notice to quit shall not be given under this section unless the lessor at any time within one month before giving the notice to quit offers the dwellinghouse for sale to the lessee at a fair price for the dwellinghouse subject to the lease of the lessee and the lessee, without reasonable cause fails, within fourteen days after the offer is made, to accept the offer.

Every notice to quit given under this section shall give particulars of the offer made to the lessee and of the failure of the lessee to accept the offer.

(3) If, on the hearing of any proceedings by the lessor for an order for the recovery of possession of the dwellinghouse or the ejectment of the lessee therefrom, proof is given that within the time aforesaid the lessor offered the dwellinghouse for sale to the lessee at a price which in the opinion of the court is a fair price for the dwellinghouse subject to the lease of the lessee and that the lessee, without reasonable cause, failed to accept the offer, the court may, after taking into consideration the matters mentioned in subsection (1) of section 49, make the order.

The amendment is designed to deal with a specific case, although there may be others of the same type. A case was brought to my notice of a person living in her own home, which is heavily mortgaged, and who has an invalid husband who has been in and out of hospital to such an extent that she has become almost impoverished. She was left a property by a relative and, in order to get possession of it, she had to heavily mortgage her own home to buy out another beneficiary. This amendment will give her the opportunity of getting possession of a house which has been let for 20 years to the same tenant, who has had ample opportunity to look around for another place. If she sells now with a tenant in the house she is not likely to receive its proper value. If the case came before a court the hardship would still have to be considered, but if the court considered that the applicant had a right to obtain possession of her property she would obtain almost immediate possession. Under the Bill, she must offer the dwellinghouse for sale to the present tenant, and if he refuses to purchase at a fair price, the matter may be taken to court, which would have to take all these things into consideration, and if it is considered that she should have the property, would make a decision accordingly.

The Hon. A. L. McEWIN—Although I appreciate that this amendment might have some justification in individual cases, it could have severe repercussions, because it would

permit people to use pressure to obtain possession of properties. I have received the following report from the Parliamentary Draftsman on this amendment:—

The effect of the new clause is that, if the lessor of a house offers to sell it to the lessee at a price which is a fair price for the house, subject to the lease of the lessee, and the lessee, without reasonable cause, does not accept the offer within 14 days, the lessor can give the lessee notice to quit. In subsequent proceedings in the local court to recover possession of the house, if proof is given that the offer was made and rejected and if the court is satisfied that the price asked for the house was a fair price of the house subject to the lease of the lessee, the court may make an order for possession in favour of the lessor. However, before it makes or refuses to make an order, the court must consider the relative hardships of the parties and the other matters set out in subsection (1) of section 49. In effect, what the new clause seeks to do is to assist a lessor who, for some reason or other, wishes to sell a house which is subject to a tenancy. The clause provides that, where the tenant refuses to buy the house, then, although he may have observed all the conditions of his tenancy, he can be given a notice to quit and, in the appropriate case, the lessor can obtain possession of the house and thus be placed in a position to sell the house with vacant possession.

Whilst the clause provides that the lessee may refuse the offer to buy the house if he has reasonable cause for so doing, the effect of the clause would be to exert a considerable pressure on a tenant placed in the position which could be created by the clause. If a person owns a house which is subject to a tenancy, the tenancy must either have been created by him or must have existed when he acquired the house and, so far, the Act has not been framed so as to provide means whereby the owner can dispossess the tenant for the purpose of facilitating the sale of the house.

There is, of course, no legal restriction on the owner of a house subject to tenancy selling it subject to tenancy and the purchaser, under the Bill, can after the expiration of six months give notice to quit on the grounds that he needs it for his own occupation when the court can make an order for possession after considering the relative hardships of the parties. In the case contemplated by the clause, however, the owner does not wish to occupy the house himself but desires to sell it and wishes, either to require the tenant to buy the house or to secure possession of the house so as to facilitate its sale. It is suggested that the new clause be not accepted.

The Hon. E. ANTHONEY—In the case I mentioned the tenant has occupied the house for 20 years but has made no attempt to obtain a house for himself. The owner has been trying to get rid of him for two or three years and has offered to sell the house to the tenant who will not pay the price suggested. The owner desperately requires money. She could sell her house subject to the tenancy but would lose a considerable sum of money. If my proposal were accepted no hardship would result to anyone because each case would be decided on its merits by the court.

The Hon. F. T. PERRY—The rights of ownership have been totally disregarded over the years and this clause proposes, to a degree, a return to those rights. A person who has been left a property should have an opportunity of obtaining possession, particularly if the tenant has had reasonable time in which to consider his position. The 14 days' notice provided in the new clause might be extended to eight weeks or two months. I agree that no person should be permitted to purchase a house subject to tenancy and then dispossess the tenant in order to obtain a higher price. That can easily be safeguarded and this provision is designed to cover genuine cases where the rights of ownership should be recognized.

The Hon. L. H. Densley—Who would assess what is a fair price for the property?

The Hon. F. T. PERRY—There are dozens of licensed valuators in Adelaide whose services could be availed of by either party. The rights of ownership are subject to the court's decision and whilst a tenant of 20 years deserves some sympathy he will have an opportunity to arrange for other premises. The case mentioned by Mr. Anthoney may be exceptional but I can visualize other cases. If the period of notice is extended members can safely accept the new clause.

The Hon. C. D. ROWE—At present this legislation provides that an owner can only recover possession of a house for his own occupation or for occupation by specified relatives. This new clause provides that an owner can recover possession if he wants to sell his property. There may be occasions when an owner should be entitled to recover possession in order to make a satisfactory sale. The price the tenant would be asked to pay would be the price of the property subject to tenancy. The 14 days' notice is obviously too short and I suggest three months. Tenancies are becoming easier. The tenant would have an option to purchase at a fair price, and if he did not exercise that option he would have time in which to consider the matter.

The Hon. A. L. McEwin—A house can be sold now, subject to tenancy.

The Hon. C. D. ROWE—Yes, but there are cases where an owner, even though he may not require his property for his own occupation,

may desire to sell at a reasonable price. Subject to the period of notice being extended I shall support the new clause because I feel there is some merit in it.

The Hon. A. L. McEWIN—It would be a matter of opinion as to what would be a fair price. At present it is possible to sell a property subject to tenancy. Under this provision, it may be that a tenant might fear what the court's decision will be and he may be exploited to the extent of being asked an unfair price.

The Hon. C. R. CUDMORE—For a number of years I have consistently pleaded the cause of the landlord but I find difficulty in supporting this new clause for several reasons. Firstly, it is an effort to do something for a special case and as a rule hard cases make bad laws.

The Hon. E. Anthoney—Why "bad law"?

The Hon. C. R. CUDMORE—As Mr. Rowe pointed out, this new clause gives an owner the right to sell subject to the lease, but he already has that right under existing legislation. That is the first point which makes this rather an unnecessary and unwise clause. Secondly, it is left to the court to decide whether the lessee without reasonable cause fails to accept the offer, but do we take into account as a reasonable cause the fact that he has no money, which would be the case in 90 per cent of instances? Lastly, the clause ends by saying "The court may, after taking into consideration the matters mentioned in section 49(1), make an order" and those are the hardship provisions. Therefore I think that the amendment does not alter the law and that being so it is not a good contribution to come from the Legislative Council.

The Hon. F. T. PERRY—If Mr. Cudmore has correctly interpreted the clause the mover has been badly let down in its drafting, for he made the case that he wished to have rectified quite clear, and it appeared to me to be reasonable. If Mr. Cudmore's interpretation is correct the clause does not reflect what the mover intended and it is no good passing it.

The Hon. E. ANTHONEY—I pointed out as clearly as I could my reason for moving the clause. I said that it was a special case and that no doubt there were many more like it. The clause gives the opportunity to the lessor to get rid of the tenant at relatively short notice. If the length of notice is not deemed sufficient I would agree to a longer period, but it is time that the landlord was given a little consideration. This does not give him very much, but it does give him the right to be able to get rid of a tenant a little earlier than he would otherwise, provided the court agrees that his relative hardship is the greater.

The Hon. A. L. McEwin—You mean the hardship provision to be retained?

The Hon. E. ANTHONEY—Yes.

The Hon. C. D. ROWE—I do not think that Mr. Cudmore and I are at variance. The point I made was that I supported the principle behind this clause, but it would appear on closer examination that it does not do what the mover would like. Many of us who handle sales of property know that it is sometimes necessary to dispose of houses in connection with the winding up of an estate. There are hundreds of cases where beneficiaries are prevented from getting reasonable value from their property because they are unable to sell with vacant possession. Now that it is becoming easier for people to get other premises and there is no longer any restriction on the building of houses we should be getting towards the time when owners can secure possession. In so far as the clause assists in that direction I am prepared to support it, although I agree with Mr. Cudmore that it is not drafted in the manner to do what the mover desires.

New clause negatived.

Clauses 11 to 17 passed.

New clause 17a—"Provisions applicable to premises to which Act does not apply."

The Hon. A. L. McEWIN—I move to insert the following new clause:—

17a. The following section is enacted and inserted in the principal Act after section 109 thereof:—

109a. (1) In this section "business premises" means any premises other than—

(*a*) any premises which pursuant to subsection (6) of section 5 are premises to which this Act applies;

(*b*) any premises of any kind such as is described in subsection (1) or subsection (2) of section 6;

(*c*) any premises leased for the purpose of residence.

(2) If any notice to quit in respect of any business premises is given by the lessor of the premises to the lessee thereof and if any proceedings are taken pursuant to any Act or law before the Supreme Court of any local court by the lessor or any person claiming through the lessor to recover possession from the lessee of the premises or for the ejectment of the lessee therefrom, and if on the hearing of the proceedings the court is satisfied that an order for the recovery of the possession of the premises from the lessee or, as the case may be, for the ejectment of the lessee therefrom should be made, then, unless on the hearing of the proceedings proof (the onus of which proof shall be on the lessor or, as the case may be, the

person claiming through the lessor) is given to the court that the notice to quit was given by reason—

(*a*) that the lessee has failed to pay any rent due and payable under the lease; or

(*b*) that the lessee has committed any act such as is specified in paragraphs (*b*), (*c*), or (*e*) of subsection (6) of section 42; or

(*c*) that the premises are reasonably needed for occupation by the lessor,

then, notwithstanding any Act or law to the contrary, the order of the court shall specify that the order is to take effect on a date which is six months after the day upon which the order is made and the order shall take effect accordingly, and no proceedings for the execution of the order shall be competent to be taken before such date.

Under the Bill it is proposed that all the provisions of the Act will cease to apply to premises which are not dwellinghouses. It has been suggested that this lifting of controls on business premises may result in some landlords giving notices to quit to tenants of premises such as shops and offices. As very many tenants now hold their premises on weekly or monthly tenanacies, the result would be that their tenancies could be brought to an end after short notice and without giving them much time in which to attempt to secure other premises The new clause therefore provides, in effect, that where a court makes an order giving possession of business premises to the landlord, the order, except in the cases to be mentioned, is to come into effect after a lapse of six months and thus the tenant will be given this period of grace in which to find other premises. It is provided, however, that the clause is not to apply in any case where proof is given to the court that the notice to quit was given because of the failure of the tenant to pay the rent, his failure to observe the conditions of his lease, because he has failed to take reasonable care of the premises, he has used the premises for an illegal purpose or because the premises are reasonably needed by the landlord for his own occupation.

New clause inserted.

Clause 18—''Facilities of proof.''

The Hon. C. R. CUDMORE—There is room for a small improvement in the drafting of this clause. It would be better to refer to ''the'' premises under consideration instead of ''any'' premises. I therefore move—

In lines 5 and 6 to delete ''any'' twice occurring with a view to inserting ''the.''

The Hon. A. L. McEWIN—The Parliamentary Draftsman has drawn my attention to the possibilities of improvement in drafting in this way and I recommend acceptance of the amendment.

Amendment carried: clause as amended passed.

Remaining clause (19) and title passed.

The Hon. Sir WALLACE SANDFORD—I move that clause 4 be reconsidered.

The Hon. F. J. CONDON—Is it not necessary for you, Mr. President, to report to the Chair before this motion can be moved?

The PRESIDENT—Standing Order No. 303 provides:—

When a Bill has been gone through, its re-consideration, in whole or in part, may be moved for the purpose of making amendment or further amendment thereto; but upon such reconsideration no amendment, not being a merely consequent amendment, shall be entertained in respect of words which have been the subject either of a previous amendment or of a proposed amendment unless the latter was withdrawn.

This clause was considered but not amended, therefore it is in order to bring it up for reconsideration.

Motion carried.

Clause 4—''Exemptions from Act''—reconsidered.

The Hon. Sir WALLACE SANDFORD—I move—

In the third line of new subsection (2) (*c*) to strike out ''three'' and insert ''two.''

In his second reading speech the Chief Secretary said, *inter alia,* that the Government proposes there should be a substantial diminution of the control provided by the Act, and that it is proposed to remove all control from business premises. The Bill provides that where a landlord and tenant of a dwelling enter into a lease in writing for a term of three years after the passing of the Bill, the Act will not apply to the lease. My amendment does not seek to change this, except to provide that the period shall be two years. The provisions of the Act relating to rents and evictions will not apply to such a lease. My amendment will be in line with what we are hoping will finally be the result of the various amendments, which is the eventual removal of restrictions on both lessor and lessee.

The Hon. A. L. McEWIN—I have not had any opportunity of examining the amendment, and move that progress be reported.

Progress reported; Committee to sit again.

PUBLIC SERVICE ACT AMENDMENT BILL.

Received from the House of Assembly and read a first time.

The Hon. A. L. McEWIN (Chief Secretary) —I *move*—

That this Bill be now read a second time.

Its object is to enable persons over the statutory retiring age to be employed temporarily in Government service after December 31, 1953. In 1941, because of the exigencies of war-time, the Public Service Act was amended to permit the temporary employment of persons over the statutory retiring age in the Public Service, the Education Department and the Railways Department. In 1946, in the belief that the end of the war would mean that there would be no further shortage of labor, the relevant section (section 49a of the principal Act) was amended to provide that no further appointment should be made under the section. However, by 1947, the Government had found that it was still desirable to employ over-age persons, and the operation of section 49a was extended to December 31, 1952, subject to the limitation that only persons in the employment of the Government before reaching retiring age could be employed. In 1951, as it was still difficult to find employees, particularly tradesmen, and the limitation that employees under the section should previously have been employed by the Government had rendered the section almost ineffective, that limitation was removed. At the same time, it was thought desirable to extend the operation of the section to December 31, 1953.

At the beginning of August there were 55 over-age persons temporarily employed in the Public Service under the section, 78 in the Education Department, and a small number in the Railways Department. Although it is easier now than it was in 1951 to find employees, much difficulty is still experienced in finding certain classes of employees, and it has been necessary to retain or recruit persons over the retiring age. Five over-age medical officers are employed in mental institutions, and the Government is informed that without their services it would have been impossible to carry on the work of the institutions.

Eighteen of the persons engaged for the fruit fly eradication campaign are over-age. They were employed because it was impossible to find anyone able to do the work. It has been necessary to employ over-age persons at the Agricultural College. Distance from townships and lack of housing have made it difficult to find other employees. Also in some construction departments it has been necessary to employ over-age blacksmiths, boilermakers, and plumbers because of the scarcity of tradesmen. Repeated efforts have been made without success to find applicants for these vacancies. It seems that young men are reluctant to enter those trades. Construction departments have also been compelled to employ over-age civil and mechanical engineers. The Education Department also has been greatly assisted by the employment of 78 over-age teachers. The Railways Department has in the past found it unnecessary to engage more than a very small number of over-age employees. Staff has been recruited overseas and the system of apprenticeship has generally made sufficient tradesmen available. However, the two-year contracts of employees recruited overseas will begin to expire this month, and the Railways Commissioner believes that he may then have difficulty in finding labour.

It thus appears that the provisions of section 49a are proving of great value and will still be required after the end of this year. It seems that not only are the provisions of section 49a required to keep in employment those already employed, but to make future temporary engagements of over-age persons.

The Public Service Commissioner has recommended that the operation of section 49a should be continued indefinitely. There is a substantial safeguard to the use of the section, namely, that the powers of the section cannot be used so as to prevent or delay the making of permanent appointments. Also, it is provided that no person is to be employed by the Minister of Education in a position higher than that of temporary assistant. The Public Service Commissioner reports that he has never received any complaint about an appointment made under the section. The Government believes that there is a real need to extend the provisions of section 49a, and that no good purpose would be served by limiting the period of its operation. The only danger of the section is that it might be used to the prejudice of persons under the age of retirement. The Government feels that the section contains adequate safeguards against this danger. Clause 3, therefore, strikes out subsection (1a) of section 49a, which provides that no person shall be employed under the section after December 31, 1953.

The Hon. F. J. CONDON secured the adjournment of the debate.

PORT BROUGHTON RAILWAY (DISCONTINUANCE) BILL.

Received from the House of Assembly and read a first time.

The Hon. A. L. McEWIN (Chief Secretary) —I move —

That this Bill be now read a second time.

Its object is to enable the Railways Commissioner to take up and dispose of the Port Broughton-Mundoora railway. This railway, the construction of which was authorized by the Port Broughton Railway Act of 1873, is a short stretch of line about 10 miles long proceeding directly inland from Port Broughton. It was mainly intended for the carriage of wheat to the coast and was built for horse traction only. In the course of years, with the construction of the Redhill line and the introduction of motor transport, traffic fell heavily, and in August, 1942, all but a small section of the line was closed pursuant to an order made by the Transport Control Board. The section not closed consisted of the line running from the stacking blocks in Port Broughton to the jetty. This was wanted for the transport of wheat for shipment and is still used for that purpose. The Railways Commissioner now desires to take up the part of the line which is closed and use or dispose of the materials. The line consists mainly of iron rails and these can be put to excellent use at Islington for drop forging. The Commissioner has also received a number of requests from people interested in buying the rails. Statutory authority is required to take up the line and accordingly the Government is introducing this Bill. Clause 3 enables the Commissioner to take up the line or any part thereof. At the same time, it authorizes him to use or, subject to the Public Supply and Tender Act, to dispose of or sell the materials. Clause 3 also empowers him to discontinue the working of the line or any part thereof. The clause will thus enable him, in addition to taking up the part of the line closed by the Transport Control Board, to close and take up the part still in use, should occasion arise.

The Hon. F. J. CONDON secured the adjournment of the debate.

PRICES ACT AMENDMENT BILL.

Received from the House of Assembly and read a first time.

ADJOURNMENT.

At 3.20 p.m. the Council adjourned until Wednesday, November 4, at 2 p.m.