

LEGISLATIVE COUNCIL.

Wednesday, August 24, 1960.

The PRESIDENT (Hon. Sir Walter Duncan) took the Chair at 2.15 p.m. and read prayers.

LEAVE OF ABSENCE: Hon. N. L. JUDE.

The Hon. Sir LYELL McEWIN (Chief Secretary) moved—

That one month's leave of absence be granted to the Hon. N. L. Jude on account of absence from Australia on public business.

Motion carried.

MARGARINE ACT AMENDMENT BILL.

Second reading.

The Hon. F. J. CONDON (Leader of the Opposition)—I move—

That this Bill be now read a second time.

The Bill proposes to amend the Margarine Act, 1939-1956, and amends subsection (3) of section 20 of the principal Act by striking out the words "five hundred and twenty-eight" therein and inserting in lieu thereof the words "seven hundred and ninety-two". The principal Act was passed in 1939. The quota then was 312 tons a year. The amount was temporarily reduced during the war and was restored in 1948. In 1952 a private Bill was introduced to increase the quota to 524 tons. The Government agreed to an increase of 50 per cent because of increased population; accordingly, the maximum quantity was increased from 312 tons per year to 468 tons.

In 1956 the Government introduced an amendment to the Act to increase the quota of table margarine by 60 tons, making the total 528 tons, the chief reason given by the Minister being increased population. The Government also introduced amendments providing for a quarterly quota, which created disadvantages. I do not propose to alter these.

In June 1954 the State's population was 797,094 and at the end of December last was 939,576—nearly a million. Since 1956 the manufacture of table margarine in Australia has been increased by 6,494 tons. South Australia received only 60 tons of that amount. From 1950-51 to 1956-57, the Australian quota was increased by 12,549 tons, South Australia receiving only 216 tons. The consumption of table margarine in South Australia is approximately 1 lb. a head of the population. The average in 1957-58 for Australia was just under 3 lb. a head.

My reasons for asking honourable members to support the Bill are—There is no other

manufactured article produced in South Australia where a quota is fixed which prevents a manufacturer from producing a commodity that is in strong demand; the manufacturers have to comply with a very high standard under the Health Act; there is a large demand for table margarine which cannot be supplied; that a large number of people, including our new citizens, are partial to margarine and should not be denied the right to purchase; that pensioners, people on superannuation, basic wage and lower incomes, are unable to purchase margarine; that people in other States are able to purchase margarine during the whole year as their quota is much higher; and that table margarine is imported into South Australia, which places the South Australian manufacturer at a disadvantage because of the restriction imposed.

The argument used by those who would debar the manufacture of table margarine is that it interferes and competes with butter. But it is the price that is the competitor. Why not prevent the manufacture of other articles that are in competition with butter?

The subsidy on butter is at present £13,500,000, representing 7½d. a pound. Two years ago it was £15,000,000. The suggested importation of butter is more serious than the manufacture of margarine. In 1958-59, butter exports were about one-third of Australian production at prices well below the cost of production.

There is a suggestion that butter will be imported from New Zealand at a cost of sevenpence a pound less than the retail price in Australia. On August 18, as reported in the *Advertiser*, the Minister of Agriculture, New Zealand (Mr. Skinner) said there was nothing to stop the export of butter to Australia. He was replying to an Opposition back-bencher, Mr. James Maher, a dairy farmer, who said butter should be sent to Australia because Australian farmers were pricing it off the market and causing dumping in England. "It is nonsense complaining that European countries are dumping in England when Australia was doing the same thing," Mr. Maher said.

I have every sympathy for the dairy farmer. While the Australian consumer was paying 4s. 8d. a pound—now 4s. 10d.—Australian butter was sold in England for 1s. 6d. a pound. I express the opinion that other people have to be considered. The other States are larger producers of butter and larger dairying districts than South Australia, but we get a raw deal. Why do not opponents do something to prevent New Zealand butter being dumped on

the Australian market and the importation of margarine into South Australia, particularly into the South-East to the detriment of the South Australian manufacturer?

The Hon. Sir LYELL McEWIN secured the adjournment of the debate.

MOTOR VEHICLES ACT AMENDMENT BILL.

(Second reading debate adjourned on August 23. Page 688.)

Bill read a second time.

The Hon. Sir LYELL McEWIN (Chief Secretary) moved—

That it be an instruction to the Committee of the Whole Council on the Bill that it have power to consider a new clause relating to evidence by certificate of Registrar.

Motion carried.

In Committee.

Clauses 1 to 3 passed.

Clause 4—“Amendment of principal Act, sections 104, 112, and 113.”

The Hon. Sir LYELL McEWIN (Chief Secretary)—I move—

To insert “1” at commencement of the clause and insert the following new subsection:—“(2) Notwithstanding the repeal effected by subsection (1) of this section and notwithstanding section 105 of the principal Act, the liability of an approved insurer under Part IV of the principal Act arising out of the use of a motor vehicle prior to the commencement of this Act, shall be subject to any limitations prescribed by the policy of insurance as to the amount in respect of which the insured was indemnified at the time of such use.”

The amendment is to make it clear that the liability of approved insurers under the principal Act, arising out of the use of a motor vehicle before this Bill becomes law, will still be limited to £4,000 in respect of passengers. The amendment is purely to clarify the position on this subject. Although the matter is not free from doubt it may be argued that the limit of £4,000 for passengers, while removed completely for accidents occurring after the passing of the Bill, will not apply in regard to accidents that have occurred prior to the passing of the Bill. The amendment is to make it clear that there will be no retrospectivity in respect of this provision.

Amendments carried; clause as amended passed.

Clause 5—“Amendment of principal Act, section 118.”

The Hon. S. C. BEVAN—On the second reading debate on the Bill, when addressing

myself to the two amendments to the Act, I pointed out that the first subclause made provision for the full liability of an insured person and the second subclause made the limitation on the insurer £4,000. As I read the clause it is dated back until such time as something is done on an insurance policy taken out in future. The sum of £4,000 will still remain; the indemnity will still remain, but as I understood the amendment brought down by the Chief Secretary it was to remove the limitations in the Act. If that is so I think that the proposed amendment will cause the liability to remain as at present until such time as it is altered by the insurance company under the policy. Perhaps this is to allow time for the insurance companies to review the position. Perhaps the insurance companies will look at the matter and increase the premium on policies. That may be the reason for the amendment but if there has been an anomaly in connection with the liability and it has to be removed from the Act the liability of an insured person should also be removed as from the commencement of the Act. I understood that was the purpose of the amendment. If I am correct in my assumption I think I should oppose the clause because it does not carry out what I understood the Bill was intended to do.

The Hon. Sir LYELL McEWIN—The honourable member is not quite right in his deduction. The effect of the amendment is that where there was an accident prior to the passing of the Bill the old Act prevails, but immediately this Bill is passed the new provisions apply. The insured person does not have to wait until a new insurance policy is taken out.

Clause passed.

New clause 6—“Amendment of second schedule.”

The Hon. Sir LYELL McEWIN—I move to insert the following new clause:—

6. (1) Paragraph (9) of Part A of the second schedule of the principal Act is amended by inserting at the end thereof the following sentence:—

“Provided however that nothing in Part IV of this Act shall be construed so as to impose any liability upon an approved insurer arising out of the use of a motor vehicle before the coming into operation of this Act in excess of the liability of that insurer at the time of such use.”

(2) The amendment effected by subsection (1) of this section shall be deemed to take effect as from the passing of the principal Act.

The second schedule of the Motor Vehicles Act 1959 states that the new Act is to apply to the

exclusion of the old Act and although the third party provisions in the new Act are almost the same as in the previous legislation they do differ in one or two respects, and since it is not the Government's intention that the new provisions should have retrospective effect and thus possibly increase the liability of approved insurers in respect of accidents occurring before the commencement of the 1959 Act, the new clause will amend the second schedule of the Motor Vehicles Act by so providing.

New clause inserted.

Progress reported; Committee to sit again.

MONEY-LENDERS ACT AMENDMENT BILL.

Adjourned debate on second reading.

(Continued from August 23. Page 688.)

The Hon. F. J. CONDON (Leader of the Opposition)—This is a short Bill with two amendments. Section 7 of the principal Act is amended by clause 3. That section states:—

Every person who desires to obtain a licence shall lodge an application in duplicate in the prescribed form with the clerk of the local court nearest to the place of business or principal place of business of the applicant.

If made on behalf of a company the application must be lodged with the clerk of the local court at least 14 days before the day mentioned in the application as the date on which the application will be made. When the Act was passed in 1940 the present large Australia-wide companies were not in operation, but due to altered circumstances an amendment of the Act is necessary. New South Wales has legislation limiting the provision to cases where a company has 50 shareholders or less, so our proposed amendment is in line with the law in that State. Section 10 of the principal Act refers to the transfer of licences and empowers a local court to approve additional addresses. There have been doubts and difficulties concerning applications and addresses and the proposed legislation removes them. Companies will now be able to obtain licences from all local courts in order to cover their various places of business.

The Hon. F. J. POTTER (Central No. 2)—I support the second reading. The explanations given by the Chief Secretary and the Honourable Mr. Condon set out practically everything that can be said about the Bill. Today we have a number of companies that are money-lenders under the definition in the Act and many of them have large share

registers. It is common knowledge that the registers of shareholders in public companies change from day to day through transactions in the shares on the Stock Exchange. Therefore, no useful purpose is served when a company applies to a local court for a licence under the Money-lenders Act and when it has to produce a list of hundreds of shareholders, many of them living in other States. The local court gets no advantage from the presentation of such a list and therefore the proposed amendment to make the provision apply to companies of less than 50 members is desirable. It will save a considerable amount of time to the companies involved.

Bill read a second time.

In Committee.

Clauses 1 and 2 passed.

Clause 3—“Amendment of principal Act, section 7.”

The Hon. Sir ARTHUR RYMILL—I am in accord with the principles of the Bill, but I wonder why the “50” was chosen in relation to the number of shareholders. I can understand why the administrators of the Act should be interested in a handful of people who form a money-lending company, but why was “50” chosen as the number above which it will not be necessary to submit a list of shareholders? I would have thought that “20” or a number like that would have been sufficient for the purpose. A company of more than 20 shareholders has such a wide spread of shares as to lose the personal touch at which no doubt this legislation is aimed. Can the Minister explain why “50” and not a lesser number was chosen?

The Hon. Sir LYELL McEWIN (Chief Secretary)—If it were restricted to only 20 members in a company there would be difficulties. The number of “50” was probably chosen as being more fitting than a higher or lesser one.

Clause passed.

Clause 4 and title passed.

Bill reported without amendment and Committee's report adopted.

HIRE-PURCHASE AGREEMENTS BILL.

In Committee.

(Continued from August 23. Page 690.)

Clause 3—“Summary of proposed hire-purchase transaction to be given to prospective hirer,” which the Hon. F. J. Potter had moved to amend by inserting after the word “signed” the words “provided further

that if there be more than one prospective hirer it shall be sufficient if the written statement be given to one of such prospective hirers."

The Committee divided on the amendment—

Ayes (14).—The Hons. Jessie Cooper, L. H. Densley, E. H. Edmonds, G. O'H. Giles, A. C. Hookings, Sir Lyell McEwin, A. J. Melrose, Sir Frank Perry, F. J. Potter (teller), W. W. Robinson, C. D. Rowe, Sir Arthur Rymill, C. R. Story and R. R. Wilson.

Noes (4).—The Hons. K. E. J. Bardolph, S. C. Bevan, F. J. Condon (teller) and A. J. Shard.

Majority of 10 for the Ayes.

Amendment thus carried.

The Hon. F. J. POTTER—I move—

In subclause (2) (b) strike out the words "provided that where a hirer is a married person the agreement shall be signed by that person and the spouse of that person if both are living together in the same residence."

These words were inserted by the House of Assembly and I am sure that every honourable member agrees that they cannot stand as they are. At present the words apply to every type of hire-purchase transaction and it would be ludicrous if the consent of the spouse was thus required. Many examples were given in the second reading debate of where this would be ridiculous—for instance, in the purchase of farm machinery. From the legal point of view the wording has another objection—that it is not clear in the words I propose to strike out what the legal effect is when the agreement is signed by only one spouse. There is a big difference between consenting to an agreement and being legally bound by that agreement. This is an ambiguity which the words create. The clause provides that an agreement shall be signed by "that person and the spouse of that person." What does that mean? I take it that both parties would then be legally bound and would be entering into the transaction. That is very undesirable. I have drawn an alternative amendment to deal with the situation that arises between spouses. This subject has aroused much debate. I think good arguments could be put forward on both sides as to whether or not a spouse should be required to consent to a hire-purchase transaction. The Chief Secretary has an amendment on the file which makes clear the liability of the spouse. It specifically refers to the written consent to an agreement. I have no objection to that, but at this stage I think every honourable member will agree that an impossible situation would arise if the words now in the clause were allowed to remain. I trust they have

looked at my proposed new clause 27a which I have included as an alternative. I consider that is a much better way to deal with the question than the amendment of the Chief Secretary.

The CHAIRMAN—I draw the Committee's attention to the fact that if the Honourable Mr. Potter's amendment is put the question will be "That the words proposed to be struck out stand." If the Committee decides that they are not to stand, the Chief Secretary's amendment could not be moved in this Committee because it will have decided that certain words are to be deleted. The motion before the Chair is that certain words be struck out.

The Hon. Sir LYELL McEWIN (Chief Secretary)—I think the matter should be perfectly clear. If the amendment is carried the clause will be deleted and there will be no place for my amendment to be included. The honourable member has moved to delete certain words and proposes to insert other words later. This amendment was inserted in another place and was accepted by the Government so I hope we will adhere as closely as possible to it. I invite consideration of that fact when members are debating this clause. If the words proposed to be struck out are allowed to stand I will move the amendment standing in my name which will cover the position in relation to spouses, but only in respect of goods of a household or domestic character, and not farm machinery and so forth. I give that explanation in case there should be any doubt in the minds of members and indicate that I shall support the intention of the amendment inserted in another place.

The Hon. F. J. POTTER—If my amendment is not carried do I take your ruling to mean, Sir, that I would be unable to move my proposed new clause 27a?

The CHAIRMAN—There will be nothing to prevent the honourable member from moving a later amendment.

The Hon. Sir ARTHUR RYMILL—I dealt with this clause very fully in the second reading debate and do not propose to repeat my argument. I thank members for the attention they have given to that speech and I think they all know what I was aiming at. I merely want to say now that I propose to vote for the deletion of this clause altogether. If the words in question are not deleted I shall also vote for anything that has the effect of making the words of lesser import or lesser application.

The Hon. Sir FRANK PERRY—This clause strikes at the root of the matter which is

concerning quite a number of people both inside and outside Parliament. The Hon. Mr. Potter has indicated that if the clause is struck out he will move to insert something else later, but that seems rather dangerous unless we have some definite assurance that he will do that. I know that some members wish to modify the clause but not delete it, and I should like to hear from Mr. Potter on that point.

The Hon. F. J. POTTER—I give that undertaking. It is my intention to move new clause 27a at least to air the matter. I have had certain second thoughts on it as a whole, but I know that there are other members who at least want to have something to say on it. Therefore I intend to move it in its due place.

The Hon. S. C. BEVAN—I agree completely with the clause as it stands because it does afford a protection that is needed. During the debate the question was raised as to what would be the case where married couples had parted, but I think it is clear that where husband and wife are living together and both parties are in agreement that some article is required for the home they should both be contracting parties to any hire-purchase agreement. It has been said this afternoon that it is ludicrous to put certain things in the Act but I say it would be ludicrous not to do so. I am sure that all members know of instances where one member of a marriage has entered into an agreement for the purchase of goods not perhaps actual necessities, but was induced to do so by the persuasive qualities of the salesman and the offer of no deposit and no instalments for a couple of months. When it comes to keeping up the instalments, however, difficulties arise, and sometimes that is the first that the other party knows of the transaction. If the article in question is re-possessed the contracting party is still liable for the difference between the price it realises and the contract price, and in this way the husband may find himself committed for more than his weekly earnings. There should be some protection for him. All that the finance companies are concerned about is getting their money, and nothing else. Only this week we read of a murder in another State arising out of a quarrel between husband and wife over a hire-purchase agreement.

The Hon. Sir Arthur Rymill—Would you sooner have the murder before the agreement?

The Hon. S. C. BEVAN—Such things would not happen if the second party were protected. Surely it is reasonable to assume that in a normal household there would be discussion between husband and wife and both would be

in agreement on the necessity for purchasing a given article. Is not the amendment an admission that such things as I have referred to take place? This is an attempt to cover them up so that companies can make more sales. I ask honourable members to give this their very serious consideration. One member asked why should not a wife enter into a hire-purchase agreement if she has an income by way of child endowment. Child endowment was instituted with a view to increasing our population by helping married couples in the lower income brackets and not for the purpose of facilitating hire-purchase transactions. It is ludicrous that a member should suggest that because a woman is in receipt of child endowment she should be able to enter into hire-purchase agreements. I think this clause gives some protection to both parties and should stand.

The Hon. G. O'H. GILES—I cannot altogether agree with the remarks of the last speaker and I am in favour of the deletion of the words as proposed by the amendment. As the clause stands it is a complete negation of the ordinary citizen's right to make up his mind to purchase or not to purchase. Neither do I accept the remarks of the honourable member with reference to murders. If one goes looking for anomalies one will find them, and the case he mentioned was an instance of that. There is nothing in this clause that would prevent such a situation from arising when people get themselves over-excited about something. No matter how we legislate to protect some people they will always get themselves into a certain amount of trouble. I am taking a broad overall view on this clause and not worrying too much about small anomalies; it would be quite wrong to allow them to assume too much importance.

The Hon. A. J. SHARD—It is true, as the Hon. Sir Frank Perry said, that if this clause is deleted the amendment proposed by the Chief Secretary cannot be moved, but I do not think that members have grasped the significance of the clause if the Chief Secretary's amendment is carried. It will take away much of the opposition expressed by members and possibly make the position clearer than Mr. Potter's amendment would do. I do not wish to be misunderstood on this point, but I do not want to see something taken away and then find the Council left without an opportunity of putting something else back. I believe that the honourable member will move his new clause 27a, but if the Committee defeats that nothing will be

left and the Government, as the Chief Secretary pointed out, did accept this amendment from another place. This Council should be careful not to throw that out without giving it the full consideration it deserves. I am inclined to support the Chief Secretary's amendment, after which the clause would read:—

... shall be signed by or on behalf of the hirer and all other parties to the agreement, provided that where a hirer is a married person the agreement shall be signed by that person and where any of the goods comprised in the agreement are goods of a household or domestic character or are for household or domestic use shall contain the written consent to the agreement of the spouse of that person if both are living together in the same residence.

That appears to be quite simple and clear and it carries out the intention of the people who moved that clause in another place.

The Hon. Sir Arthur Rymill—Why didn't they state it?

The Hon. A. J. SHARD—Perhaps they did, but the point I am making is if that sub-clause is deleted the Chief Secretary will be denied the opportunity of moving his amendment which I think covers the very point that the Hon. Mr. Potter is trying to cover. It takes away 99.9 per cent of the objections to the clause as drafted. I now come back to the point raised by the Hon. Sir Frank Perry that we should be careful not to delete a clause thus prohibiting the Council from putting back something that is desired by the vast majority. I hope that the clause is permitted to stand so that we can support the Chief Secretary's amendment which covers the whole position in a nutshell.

The Hon. JESSIE COOPER—Although I can see that the present clause is too wide and that it could cause injustices I intend to support it and not the Hon. Mr. Potter's amendment because that will give the Chief Secretary an opportunity to move his amendment. I do this because I believe that vast changes have come about in methods of buying. Broadly speaking, it was once impossible to purchase goods unless one had the actual cash to buy them. This acted as a brake on irresponsible persons and particularly on the irresponsible partner in a marriage. Today, more than ever before, we are striving to maintain happy marriages and family life in the community, but the irresponsible partner may contract debts without even having to find any security. It is not hard to see how devastating this can be to the man or woman struggling to maintain a family wisely in frugal circumstances.

The Hon. Sir Arthur Rymill—This clause does not stop that.

The Hon. JESSIE COOPER—Wait a moment! The way of life brought about by this new hire-purchase business has many aspects for praise and we must not forget that life in Australia particularly has been made happier for countless thousands by the purchase of refrigerators, for instance, on hire-purchase. I consider that type of buying is an absolute necessity and possibly even more important than the purchase of a washing machine and other household appliances which are articles mentioned as requiring the dual signature of the husband and wife.

In general, husbands are the main hirers of motor cars and wives are the main hirers of domestic appliances. I say that because I believe the Hon. Mr. Densley yesterday mentioned the reluctance of husbands to agree to this clause, but I think honourable members should feel completely safe in voting for it as it will not in any way infringe on the purchase of business, office, or farm equipment or special luxuries such as gifts for wives or dear friends. If this clause reduced even in a small way the number of cases of hardship brought about by irresponsible or impulse buying then I would be prepared to support it.

Figures supplied from the Adelaide Local Court reveal that for the seven months ended July 31, 1960, summonses for debt were issued to the tune of 31,000 and out of those summonses 12,300 unsatisfied judgment summonses were issued. More than half the 12,300 unsatisfied judgment summonses concerned hire-purchase transactions. Port Adelaide Local Court figures reveal that the monthly average of unsatisfied judgment summonses issued is 750. Those figures, added to the figures for Whyalla, Port Augusta, Renmark and Mount Gambier, which will reveal much the same percentage, illustrate that this problem cannot be ignored. There is no question that hire-purchase has dramatically increased those figures in the past three years. Honourable members are aware that South Australia has the highest bankruptcy figure in the Commonwealth. The figures, which are interesting, reveal 89 cases of bankruptcy in 1954 and 364 cases in 1959.

The Hon. F. J. Condon—Don't let the Premier hear you say that.

The Hon. JESSIE COOPER—The figures have increased by four and a half times in five years.

The Hon. Sir Arthur Rymill—Isn't that a negligible figure?

The Hon. JESSIE COOPER—I understand that reputable hire-purchase firms have no objection to this amendment as it will reduce irresponsible and impulse buying done under high pressure, not to say slick, salesmanship. Honourable members should bear in mind that commission is paid to salesmen immediately a contract is made. This clause may do away with the impulse buying brought about by methods of advertising goods at ridiculously low prices when the goods prove not to have been available or available only in infinitesimal quantities. This type of advertising is designed to get prospective customers into the shop where they will be subjected to high pressure selling and incur a greater debt than they can afford to pay under a hire-purchase agreement on expensive goods bought on ill-considered impulses. I am, therefore, prepared to support the clause as it stands and await the Chief Secretary's amendment.

The Hon. C. R. STORY—I think the Hon. Mrs. Cooper made out an extremely good case, but I have a doubt about it. I think she really let her side down a little in trying to make the Council believe that the mental capacity of women is much less than that of men. She went to great lengths to tell us that it is the women who make most hire-purchase transactions, but I doubt that. Nothing we have been told, not even Mr. Bevan's speech on this clause, convinces me that most married couples have not discussed the matter of hire-purchase. They could have discussed this matter and decided to go in for hire-purchase and failed. We are getting around the fringes too much and surely we must consider the matter from the point of view of a large section of the community who have to buy on credit. Surely we must consider the majority of the people. The figures disclosed by the Hon. Mrs. Cooper show that 12,300 unsatisfied judgment summonses were issued in seven months, but it is possible that many of those summonses were issued in respect of the same people and the same debt. I do not believe that 12,300 unsatisfied judgment summonses represent a very big proportion compared with the number of people who have entered into hire-purchase transactions in that period.

The Hon. W. W. Robinson—It is fairly considerable.

The Hon. C. R. STORY—Yes, but the Hon. Mrs. Cooper mentioned my home town and I know, from perusing the *M.T.P.A. Gazette*, that the same names appear over and over again. I know that for 25 years the same people have been getting into debt and before

the present form of hire-purchase buying existed they still got into debt and did not pay the baker, the butcher and the grocer. They may now pay those tradesmen, but they do not meet their hire-purchase commitments. This Committee has to legislate for the majority of the people and I am still prepared to back up my argument by saying that I will not support the inclusion of the clause requiring each spouse to sign hire-purchase agreements.

The Hon. E. H. EDMONDS—I do not wish to cast a silent vote on this clause of the Bill because I consider it to be of great importance. Certain principles are involved in this matter, but I question how far Parliament should go in legislating and interfering in an attempt to regulate matters that are purely the responsibility of the individuals concerned. If the transaction is fair and just surely it must remain with the individuals to satisfy themselves as to the limits of their own financial resources before they enter into an agreement. Cases of disagreement between husband and wife in this matter are rare. The Council has heard in general terms how these difficulties arise through partners not being agreeable or because of one acting without the approval of the other, but I question the extent to which that happens. The husband and wife should reach mutual agreement before they consider commitments of a doubtful character. All honourable members know that there have been extreme cases where disagreements have arisen and where the eventual result was murder, but I do not accept that as evidence at all and unless someone can come forward and give the Council statistics to show how this provision affects the position I will support the Hon. Mr. Potter's amendment.

The Hon. L. H. DENSLEY—I hope the amendment will be carried for I am satisfied that it is undesirable to legislate on matters that concern only the husband and wife. In bringing the matter of child endowment into the picture the Hon. Mr. Bevan could have put up a strong case in favour of the amendment. Surely a woman receiving endowment every week must know how much she can afford on hire-purchase business. She knows that she will get the money every week. In many respects it is better to have this than have her carry on accounts for three or six or nine months because she cannot pay them. I think we should accept the amendment and show that we have some respect for people who marry. In accepting it we shall be doing the best thing possible to continue happy lives.

Married couples decide to do certain things together and they should do it without interference from Parliament.

The Hon. F. J. CONDON—I was amused to hear one member say that Parliament legislates for the majority because for years we have been considering measures that affect only a few people, and on one occasion we had a Bill to deal with only one person. In this place we have passed Bills that can be described as mere cocky chaff with much less merit in them than in this Bill, which has received much consideration. It has been said here that some people cannot make up their minds and that others must do it for them. I support the Bill as it stands and hope that the Chief Secretary's amendment will receive serious consideration.

The Hon. Sir FRANK PERRY—I have given this matter much thought because I feel that it is one of the main provisions in the Bill. Orders are given in various ways. Some are given by word of mouth, some are signed individually and some are signed by several persons as joint guarantors of payment. In an ordinary transaction often word of mouth is accepted, but when more care is needed the signature of the buyer is demanded, and if there is further doubt two signatures are required. I will not discard the opinion expressed by another place on this matter. Further, I will not discard the opinions expressed by Labor members in this place because I think they are closer to the type of people who indulge in hire-purchase business and know the results of engaging in it. I have spoken to a number of people who engage in hire-purchase business and I understand that the percentage of bad debts is only about one per cent. What about other people engaged in the business? I do not object to a man using his brains. He has the right to use them and to safeguard his position, but in South Australia there are many people who are not seized with the great need to pay their debts. High pressure salesmen use newspapers, the television and wireless to try to persuade people to purchase articles for which at the moment they cannot pay, and they give them a longer period in which to make the payments. I was brought up in the days when these conditions did not apply, but I admit that things have changed. When two people want to purchase a number of articles they cannot pay for at the moment and are willing to pledge their future for a time they should have the right to decide whether or not to commit themselves. I support the clause as drafted, with the amendments to be moved by the Chief Secretary, but

later if the Hon. Mr. Potter feels that he has an amendment to remove any anomalies in this matter I shall consider it. The purchase of goods involves something more than word of mouth. People jointly responsible for a purchase should jointly sign the contract.

The Committee divided on the amendment—Ayes (8).—The Hons. L. H. Densley, E. H. Edmonds, G. O'H. Giles, A. C. Hookings, A. J. Melrose, F. J. Potter (teller), Sir Arthur Rymill and C. R. Story.

Noes (10).—The Hons. K. E. J. Bardolph, S. C. Bevan, F. J. Condon, Jessie M. Cooper, Sir Lyell McEwin (teller), Sir Frank Perry, W. W. Robinson, C. D. Rowe, A. J. Shard and R. R. Wilson.

Majority of 2 for the Noes.
Amendment thus negatived.

The Hon. Sir LYELL McEWIN—I move—

After "and" second occurring in sub-clause (2) (b) to insert "where any of the goods comprised in the agreement are goods of a household or domestic character or are for household or domestic use, shall contain the written consent to the agreement of."

I feel that it is not necessary to belabour the matter, which has already been well debated. This amendment makes it clear that where the husband and spouse both have to sign the agreement it shall apply only to those things which concern their domestic requirements.

The Hon. Sir ARTHUR RYMILL—I support the intention of this amendment, but it goes a little too far. The drafting of the amendment has possibly included something not intended because it includes not only goods for household or domestic use, but goods of a household and domestic character. As I understand it, the intention of the amendment is to cope with the sort of things that honourable members have raised whereby, for instance, businessmen do not have to get the consent of their spouses for articles for business use. What has been pointed out to me by people who are interested in this Bill and what I feel is very important is that many things which are used in business, although not used for household or domestic use, are of a household or domestic character, such as cooking appliances, refrigerators and things of that nature. I do not think it is the intention of this clause to include such things. To give a practical example, after I had left my legal firm a few years ago on entering the Council my four partners decided to purchase a refrigerator to keep water cool for the office staff. That is an article of a domestic character. If they had decided to buy it on hire-purchase under the clause each would solemnly have had to get the consent of his

spouse. This seems to be carrying things too far. I move—

To strike out the words “of a household or domestic character or are” in the Chief Secretary’s amendment.

Those words can be deleted without affecting the substance of the clause and their deletion would overcome my objection. For instance, it has been pointed out to me that all canteens in small factories use things of a household or domestic character, such as stoves, cutlery, plates, tables and chairs. This clause would require the consent of the spouse of the owner of the factory if he wished to buy them under hire-purchase. I believe it was not intended to cover people’s businesses. The very object of the clause, as I understand it, is an attempt to exclude interference with the business of a spouse. I feel that the omission of the words will do no damage to the intention of the clause because the consent of the spouse will still be required to hire-purchase agreements for goods for household or domestic use. At the same time it will have the virtue of excluding goods of that character which are used for other than household purposes.

The Hon. F. J. POTTER—I agree with what Sir Arthur Rymill says and would support any amendment in that direction. I have a new clause 27a on the file which deals with precisely the same subject as this amendment. I think honourable members will have to decide at this juncture whether they prefer the Chief Secretary’s amendment or mine. If the Chief Secretary’s amendment is defeated, I give honourable members an undertaking that I will move for the insertion of new clause 27a at the appropriate time. The only real difference between my clause 27a and the Chief Secretary’s amendment is that mine starts at £20 and deals only with household furniture or effects exceeding £20. I did that deliberately, because I feel that if a wife wants to buy, say, an electric iron on a very small weekly payment of 2s. it seems ridiculous that she should have to get the consent of her husband for such a small item. If, when the time comes, honourable members feel that £20 is too high to start and want all agreements signed by both spouses, I would not object to an amendment deleting the £20 as a starting figure.

The Chief Secretary’s amendment provides that an agreement is to be signed when the spouses are living together in the same residence. My new clause 27a would overcome the difficulties which could obviously occur when one spouse was out of South Australia. For

instance, it would be extremely unreasonable that a husband, whose wife was away on holiday and who wanted to buy a refrigerator as a present for her, should have to get her consent to the agreement. There is also the case of the spouse who, through mental or physical infirmity is not able to sign a consent to such agreement; I have covered that in my amendment. There is also the situation where parties are living apart, and I have covered that in proposed new clause 27a; therein also I have provided for a spouse to give written consent to the other spouse who can then produce that to the vendor. In other words, both parties do not actually have to sign the agreement; consent can be by way of a separate instrument, and I think that is desirable. All in all, although I do not oppose this amendment for the simple reason that I shall be moving proposed new clause 27a later, I think this is the appropriate time when members should be thinking ahead and comparing the proposed new clause with the Chief Secretary’s amendment.

The Hon. Sir LYELL MCEWIN—I hope that we shall confine our thinking at the moment to the amendment before the Chair; new clause 27a is a long way ahead. Sir Arthur Rymill asked whether my amendment could be interpreted in any other way than intended. I concede the possibility, but it can be overcome very simply by substituting “and” for “or” after “character,” and I am prepared to move to amend my amendment in that way.

The Hon. Sir ARTHUR RYMILL—I am indebted to the Chief Secretary for that suggestion which very aptly and more easily covers what I had in mind. I will be very happy to support it and ask leave to withdraw my amendment.

Leave granted; Hon. Sir Arthur Rymill’s amendment withdrawn.

The Hon. Sir LYELL MCEWIN—I ask leave to amend my amendment by striking out “or” and inserting “and” after “character.”

Leave granted; amendment as amended carried.

The Hon. Sir LYELL MCEWIN—We have made very good progress and there are a lot of amendments still to be considered and members have other business to attend to. In the circumstances I think that progress should be reported.

Progress reported; Committee to sit again.

ADJOURNMENT.

At 3.55 p.m. the Council adjourned until Thursday, August 25, at 2.15 p.m.