

**LEGISLATIVE COUNCIL.**

Thursday, August 25, 1960.

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

**ASSENT TO ACTS.**

His Excellency the Lieutenant-Governor, by message, intimated his assent to the following Acts:—

Soil Conservation Act Amendment.  
Travelling Stock Waybills Act Amendment.

**QUESTIONS.****TAKE-OVER CONDUCT.**

The Hon. K. E. J. BARDOLPH—On August 10 I asked the Chief Secretary if he would make investigations with regard to take-over bids by companies. Has he a reply today?

The Hon. Sir LYELL McEWIN—I have a report and a circular which has been issued by the Stock Exchange which I will make available to the honourable member. The circular sets out the procedure for companies making take-over offers recommended by the associated stock exchanges of Australia. A condition of the Stock Exchange is that, when the Board of Directors has considered the offer and made a decision, either to recommend the offer or to reject it, but the details have not been made public, trading on the Exchange in the company's shares be suspended until the terms of the offer have been made public.

This procedure is similar to the code of conduct proposed by the British Association of Certified and Corporate Accountants, but it does not cover an offer made by a "front man" on behalf of a company or a cash offer, which would not concern the Stock Exchange. At the Ministers' Conference on uniform company law held in Adelaide on July 14, it was agreed that a "take-over" offer by a public company to a public company should be accompanied by a prospectus.

**CONTROL OF PHYLLOXERA.**

The Hon. G. O'H. GILES—I ask leave to make a short statement prior to asking a question.

Leave granted.

The Hon. G. O'H. GILES—I address my question to the Chief Secretary representing the Minister of Agriculture. It has to do with several inquiries I have received lately about the possibility of an outbreak of phylloxera in the vineyards south of Adelaide. The view

is held that with modern fast transport facilities the spread of phylloxera from other States is more possible. Does the Minister of Agriculture consider there is more danger of the spread of this disease now than previously, and secondly, has the Government any provision for the growing of resistant root stock for the purpose of overcoming any subsequent loss of production?

The Hon. Sir LYELL McEWIN—The Phylloxera Act is one that has worked very successfully in South Australia. I have not heard of any possibility of modern transport weakening the effectiveness of the Act, but I will refer the question to the Minister of Agriculture.

**PUBLIC PURPOSES LOAN BILL.**

Received from House of Assembly and read a first time.

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

*That this Bill be now read a second time.*

It provides for a total expenditure of £30,772,000 on works and services during 1960-61. To finance this programme the £25,967,000 of new moneys to be borrowed will be supplemented by repayments to the Loan Fund and a small balance on hand at the beginning of the financial year. In addition the State will also obtain £5,800,000 under the terms of the Commonwealth-State Housing Agreement for the construction and finance of houses. Of this amount £4,060,000 is to be allocated to the South Australian Housing Trust, £1,340,000 to the State Bank, and £400,000 to building societies. I shall now give honourable members a brief description of the more important works for which this Bill provides.

ADVANCES FOR HOMES, £2,850,000.—The State Bank which administers the Advances for Homes scheme on behalf of the Government, also handles the allocation of a large part of the moneys which the State borrows under the provisions of the Commonwealth-State Housing Agreement, and which it makes available to home financing authorities through the Home Builders' Fund. The proposed allocation of £2,850,000 for 1960-61 will be supplemented by advances from the Home Builders' Fund and other moneys held at the Treasury, so that in total the State Bank will have available to it to finance the building and purchasing of houses an amount of £4,795,000. This will enable the bank to play its part in meeting the ever increasing demands for housing finance.

LOANS TO PRODUCERS, £250,000.—This provision will permit some expansion in the financing of small co-operatives under the Loans to Producers Act.

ADVANCES TO SETTLERS, £134,000.—£134,000 is provided this year to enable the bank to meet the increasing demand for advances to settlers for clearing of land and development of pastures, for farm buildings and water improvements.

ROADS AND BRIDGES, £250,000.—The main provision is £50,000 for works on the Blanche-town Bridge, for which tenders are to be called in the near future. It is anticipated that the bridge will be completed by 1964. The Bill also makes provision for progress work in 1960-61 as follows:—£20,000 for a bridge over the main north railway line on the new road-way to by-pass Gawler; £30,000 for a bridge over the River Light at Linwood on the Main North Road; £80,000 for four small bridges on the Renmark-Paringa section of the Sturt Highway; £20,000 for two small bridges on the Main North Road at Undalya; £30,000 for a bridge over the River Torrens on Holbrooks Road, Underdale; and £20,000 for a bridge over Boniah Creek near Yongala on the Mannanarie-Peterborough Road.

CROWN LANDS DEVELOPMENT ACT, £40,000.—This amount is provided to finance development during 1960-61 under a programme which aims to provide assistance to holders of under-developed properties.

IRRIGATION AND RECLAMATION OF SWAMP LANDS, £240,000.—The principal provisions included in this amount are:—

(a) £11,000 for an additional pumping unit at Berri and the modification necessary to enable the superseded steam plant to be used as a stand-by;

(b) £18,000 for a new pumping unit and rising main at Moorook;

(c) £20,000 for further work in the electrification of pumping plant in the reclaimed areas, mainly at Jervois;

(d) £34,000 for a one-million gallon storage tank and chlorination plant to improve the town water supply at Barmera, and £4,000 for extensions to the town water supply at Berri;

(e) £16,000 to improve the town water supply in the higher northern portion of Berri, and £4,000 to improve supply at Kingston;

(f) £20,000 to commence work on a stock and domestic water supply for Mypolonga;

(g) £10,000 for various improvements and additions to town water supplies as required;

(h) £8,000 to install pumps and to complete work for the comprehensive drainage scheme at Cooltong; and

(i) £9,000 for drainage of portion of the Moorook area, £10,000 for other channels and pipelines as required, £49,000 for buildings, plant and small works as the need arises, and £10,000 for the purchase of land.

SOUTH-EASTERN DRAINAGE, £560,000.—The main provisions for 1960-61 are £300,000 for the western division, of which £290,000 will be for continued work on the main outlet drain in the northern section, £10,000 for further subsidiary drains in the southern section, and £227,000 for the eastern division scheme for the enlarging of Drain M. inland from Beachport, through the Woakwine Range to the Princes Highway.

RENMARK IRRIGATION TRUST, £25,000.—This amount is provided to meet the second annual advance to the trust for the purpose of assisting with its rehabilitation programme.

AFFORESTATION AND TIMBER MILLING, £1,300,000.—This financial year the Bill includes provision for £165,000 to cover the normal forest maintenance services of replanting, weed control, spraying, fire protection etc., £165,000 for the preparation of land and planting, and £25,000 for the purchase of suitable lands which may become available at a reasonable price. It is anticipated that after allowing for clear felling and for fire losses the total area of Government pine plantations at the end of 1961 will be approximately 137,500 acres. The expenditure of £40,000 is proposed for the erection of houses for employees and for other small buildings and services which may be required in forest areas, £70,000 for replacement or additional trucks, tractors, plant, etc., and £36,000 for the extension of the box mill and the provision of additional services at the Mount Gambier central mill.

The sum of £525,000 is set aside to meet payments under contracts for the supply and installation of generating and associated equipment, the construction of the building, and the provision of services at the new power station at Nangwarry. This station, which will use mill waste as fuel, will have a generating capacity of 3,400 kilowatts.

An amount of £37,000 is required for the installation of new pumping plant, mains, and an overhead tank for the Nangwarry water supply, £19,000 for completion of the recreation hall at Mount Burr, £19,000 for the erection of other minor buildings as required at sawmills, and £16,000 for alterations to a case line at

Nangwarry to improve the green cutting of case logs.

An amount of £42,000 is set aside for a new planing mill, £10,000 for a record gangsaw at Mount Burr, both to replace obsolete equipment, and a further £21,000 for various items of plant and equipment as required. The sum of £110,000 is required for administrative expenses applicable to forest establishment, which will be a charge against this Loan undertaking.

**RAILWAY ACCOMMODATION, £2,625,000**—The proposals for 1960-61 include £470,000 for Way and Works Branch items such as relaying, improvements to various buildings, signalling and safety equipment as the need arises, and £250,000 for work on the railway from Hallett's Cove to the new refinery site, the estimated total cost of which is £365,000. A further £43,000 is proposed for new residences and £37,000 for plant and sundries. For the rolling stock programme £612,000 is required to meet progress payments due under a contract for a total of £850,000 for seven 1,750 h.p. diesel electric main line locomotives, 30 of which are now in service hauling heavy freight trains and interstate passenger traffic at much lower operating costs than were possible with steam locomotives.

The expenditure of £862,000 is proposed for the completion of programmes totalling £1,181,000 for the construction of a further 22 suburban diesel rail cars, which it is anticipated will all be issued to traffic during 1960-61 and, together with the 60 cars now in service, will complete present proposals for a suburban diesel service. The sum of £57,000 is required for progress work on five steel brake vans, £21,000 for construction of three hopper waggons for the bulk carriage of cement, £80,000 for improvements to freight cars which are required because of the hauling of heavier loads and longer trains with diesel electric locomotives, £84,000 for the fitting of roof radiators in suburban diesel rail cars, £12,000 for two mobile cranes, £14,000 for sundry items including re-railing equipment, £13,000 for improvements to the suspensions of a further group of ore waggons, and £120,000 for plant and machinery as the need arises.

**HARBOURS ACCOMMODATION, £1,275,000**—The sum of £55,000 is required for ancillary services to complete the project for the reconstruction of North Parade wharf, which will provide improved facilities for intra-state shipping. An amount of £75,000 is provided for sundry works at Port Adelaide and Outer Harbour as

the need arises, and £42,000 has been set aside for the completion of roll-on roll-off facilities at Kingscote for the new trailer ship *Troubridge*. The sum of £17,000 is provided for final payments under contracts for mechanical equipment in respect of a major project to provide additional shipping accommodation and a bulk loading installation at Port Lincoln. The expenditure of £24,000 is proposed for the completion of a new berth at Kirton Point, Port Lincoln, to isolate tanker traffic from the general shipping berths, and a further £40,000 is required to complete a roll-on roll-off terminal at Port Lincoln for the trailer ship *Troubridge*.

The expenditure of £365,000 is proposed to be spent on further dredging improvements at Port Pirie to permit the movement of deeper draft vessels carrying concentrates overseas, and £152,000 is provided for initial work on a major scheme of wharf reconstruction at this port. In the latter project a steel sheet piled wharf to serve as an ore handling berth is planned for completion within three years, and this year's provision includes the purchase of material and commencement of work. An amount of £186,000 is required for progress work on the Thevenard bulk loading installation. Departmental work on the jetty has been completed and a contract let for construction of the bulk handling plant. Substantial progress payments under the contract will be made this year. The sum of £110,000 is provided for progress payments for a grab dredger, £20,000 for progress payments for a bucket dredger, £64,000 for various other items of plant and equipment, £55,000 for land acquisition, and £70,000 for sundry works as required.

**WATERWORKS AND SEWERS, £9,000,000**—Morgan-Whyalla water main, £422,000.—Under the provisions of the Broken Hill Proprietary Company's Indenture Act the Government is to provide a supply of water to Iron Knob, and £150,000 is provided so that work may commence on a trunk main to Iron Knob from the Morgan-Whyalla main at Lincoln Gap. The duplication of the Morgan-Whyalla main is proposed to cope with the rapid development of Whyalla, other northern towns, and rural areas, and the scheme is at present the subject of inquiry by the Parliamentary Standing Committee on Public Works. To give immediate assistance £264,000 is to be spent on the purchase and installation of booster pumps to increase the capacity of the existing main.

Adelaide Water District, £3,742,000—An amount of £343,000 is proposed for the Mannum-Adelaide pipeline to provide for a

permanent additional pumping unit in each of three pumping stations, to continue work on storage tanks and associated pipework, to concrete line the Ansteys Hill tunnel and to lay the main through the tunnel.

Progress has been made on the Myponga Reservoir and during last financial year concreting of the wall commenced. The tunnel for the trunk main has been driven and partly concreted and twenty miles of trunk main have been laid from Happy Valley Reservoir towards Sellicks Hill. This year's provision of £1,712,000 is for continued concreting of the dam and a further ten miles of pipelaying. Both of these phases of the scheme will be nearing completion by the end of June, 1961.

A sum of £130,000 is provided for the completion of the Onkaparinga Valley Scheme, which is designed to carry water from the Mannum-Adelaide pipeline near Birdwood to serve town and country lands along the line of the Onkaparinga Valley and thence to Bridgewater and Aldgate.

An amount of £100,000, is proposed to be spent on further work on the Clarendon-Belair-Blackwood Scheme, which is to provide a main direct from the Clarendon Weir as the growing demand in the Belair-Blackwood area can no longer be met by pumping from the metropolitan mains, and £137,000 is to be spent on further works for the Elizabeth water supply to keep abreast of housing development in that area.

A sum of £23,000 is provided under Adelaide Water District and £5,000 under Barossa Water District for the installation of spillway gates at South Para reservoir. The gates will increase the capacity of the reservoir by 1,500 million gallons without any additional load being placed on the bank.

An amount of £25,000 is provided for part of the work of raising the Mount Bold Reservoir dam, the total cost of the reinforced concrete wall, flood-gates, and associated works being estimated at £440,000. This project will increase the capacity of the reservoir by 5,000 million gallons. Some work has already been carried out on the preparation and strengthening of the existing wall, and similar work will be continued this financial year.

Barossa Water District, £61,000.—Apart from the £5,000 for South Para Reservoir covered by my comments under Adelaide Water District, the main provision under this heading is £7,000 for extension of a main in the Port Gawler area.

Warren Water District, £973,000.—An amount of £850,000 is provided for continua-

tion of work on the enlargement of the Warren trunk main. A 25 mile section of the main from the Warren Reservoir through Nuriootpa has been completed and 18 miles put into service. A further 27 miles of main is to be laid this financial year. Other provisions are £17,000 for extension of mains in the Marananga area, £13,000 for electrification of a pumping station at Hansborough, and £37,000 for a water supply at Truro.

Country Water Districts, £964,000.—This provision includes £250,000 for the commencement of a pipeline from the Morgan-Whyalla main to supply Booleroo Centre, Appila, and surrounding farm lands; £101,000 for further work on a scheme to improve the supply at Goolwa, Middleton, Port Elliot, and Victor Harbour by pumping from the River Murray at Goolwa; and £118,000 for extensions to mains, roofing of tanks, the establishment of a depot at Whyalla, and payment of the annual instalment to the Broken Hill Proprietary Company in respect of the Whyalla Water Works taken over.

The balance of the provision for country water districts covers proposals for water supply schemes in the hundred of Bright at Clare, Coonalpyn, Kingscote, Kingston (South-East), Loxton, Melrose, Milang, Millicent, Mount Gambier, Murray Bridge, Naracoorte, Peterborough, Port Augusta, Renmark, Strathalbyn, Swan Reach, and Warooka.

Tod River Water District, £454,000—A sum of £100,000 is provided for a scheme to tap the Lincoln underground basin to augment the Tod River system and the supply to Port Lincoln; £1,000 is provided for the completion of the Fountain Springs scheme under which water is collected in a trench and pumped to the storage tank at the main Uley-Wanilla plant; and £7,000 is required to complete the extension of the Tod River system into the Hundreds of Shannon and Mitchell, and £103,000 is provided for the extension of mains into the Hundreds of Blacker, Chandada, Haslam, McLachlan, and Tarlton.

Beetaloo, Bundaleer and Baroota Water District, £235,000—An amount of £47,000 is provided for the Yorke Peninsula scheme, which was practically completed last year when the last of the 600 miles of pipeline of various sizes were laid to reticulate both township and country lands. This year's provision of £47,000 for the construction of several concrete overhead tanks will complete the project at an estimated total cost of £5,867,000.

A sum of £50,000 is needed for extensions and replacement of mains to improve supplies

in Port Pirie and in the Hundreds of Para Wurlee and Tickera.

Adelaide Sewers, £1,600,000—An amount of £310,000 is provided for the purchase of land for the Bolivar Sewage Treatment Works. With the growth of the metropolitan area to the north of Adelaide and the development of Salisbury and Elizabeth it has become essential to provide an additional major sewage treatment works. The estimated total cost of the new treatment works, and associated mains, is £11,070,000.

The sum of £91,000 is provided for Glenelg Treatment Works to enable the extension scheme to be completed this year at an estimated total cost of £925,000; £38,000 is required for the completion of extensions at the Port Adelaide Treatment Works, and £100,000 is proposed for a new pumping station at West Beach, a trunk sewer and rising main to service developing areas; and £303,000 is proposed for the sewerage of Housing Trust areas and other housing development at Seaton Park, Sea Range Estate, Grange, Largs North, Swansea, and Holden Hill.

Provision is also made for the reconstruction of sewers, new mains, house connections, plant, machinery and equipment, and miscellaneous extensions.

Salisbury Sewers, £109,000.—This amount is made up of £70,000 for further sewerage extensions at Elizabeth, £30,000 for further extensions at Salisbury, and £9,000 for temporary lagoons and associated works to serve until the Bolivar plant is in operation.

Country Sewers, £294,000.—An amount of £62,000 is required at Naracoorte, £29,000 for sewerage of the township and £33,000 for treatment works. Satisfactory progress was made with the scheme last year and it is anticipated that this year's provision will cover the completion of the treatment works. The sum of £180,000 is proposed for continued work at Port Lincoln.

RIVER MURRAY WEIRS, DAMS, LOCKS, ETC., £130,000.—This provision is to meet South Australia's share of the cost of work carried out by the River Murray Commission.

GOVERNMENT BUILDINGS AND LAND, £7,700,000.—The four main headings under which I shall comment on this year's proposals and the amounts set aside under each heading are:—

	£
Hospital buildings . . . . .	2,100,000
School buildings . . . . .	4,700,000
Police and courthouse buildings . . . . .	400,000
Other Government buildings . . . . .	500,000

HOSPITAL BUILDINGS.—Royal Adelaide Hospital.—An amount of £180,000 is provided for continued work on additions to the dental hospital which are estimated to cost £500,000, and £10,000 for the completion of additions to Bice Building, £360,000 is required for further construction of the Radiotherapy Building, £160,000 being for the completion of the first stage up to and including the ground floor, and £700,000 for the additional five floors of the second stage. To the end of June, 1960, £825,000 had been spent out of an estimated cost of £2,220,000.

The sum of £3,000 is set aside for completion of air conditioning for the McEwin Building, and £8,000 for various alterations and additions to hospital buildings.

Northfield Wards.—Provision of £5,000 is made for commencement of a new pharmacy.

Queen Elizabeth Hospital—An amount of £25,000 is required for alterations and additions at what was formerly known as Mareeba Babies' Hospital, but which will in future be the Children's annexe of the Queen Elizabeth Hospital.

Parkside Mental Hospital.—A total of £21,000 is set aside to complete the enlarging of airing courts or exercise areas, and £36,000 to complete annexes containing bathrooms, showers and toilets.

Mount Gambier Hospital.—The sum of £240,000 is required for the completion of the new general hospital and its associated services. The main hospital building is six storeys, it will accommodate 217 patients, and is expected to be completed in December next; £5,000 is provided for the commencement of work on the old hospital building, which is to be converted into a nurses' home with accommodation for approximately 50 nurses.

Port Augusta Hospital.—A sum of £5,000 is provided for the completion of a maintenance workshop.

Port Lincoln Hospital.—An amount of £20,000 is provided for the initial work on the construction of a new two-storey block to provide accommodation for 71 patients and the erection of a home for 37 nurses, the estimated cost of the whole work being £320,000.

Port Pirie Hospital.—A total of £184,000 is provided for the completion of a project which comprises a new boiler house, a new kitchen and equipment, laundry and equipment, water service, and workshop.

General.—An amount of £100,000 is set aside for various items of furniture and equipment; £308,000 for minor alterations and additions as required, and £90,000 for preliminary work on various projects.

SCHOOL BUILDINGS, £4,700,000.—During 1959-60 actual payments from Loan Account amounted to £3,997,000, which was made up as follows:—

	£
The completion of 32 contracts with a total value of £3,968,000 for new schools or major additions to schools . . . . .	1,861,000
Work under contracts for 12 new schools or major additions with a total value of £1,329,000 still in progress at the end of June, 1960 . . . . .	521,000
The completion of craftwork centres valued at £226,000 at 13 schools . . . . .	184,000
Work at adult education centres 260 prefabricated classrooms or classroom equivalents . . . . .	24,000
Purchase of land and residences for school purposes . . . . .	450,000
Minor works, including grading and paving of school yards, fencing, roadways, additional toilets and facilities, etc., and furniture and equipment . . . . .	451,000
	506,000
	<u>£3,997,000</u>

For 1960-61 the proposals for school buildings and associated works total £4,700,000, and the ways in which the funds are to be used are as follows:—

	£
The completion of 12 contracts with a total value of £1,329,000 for new schools or major additions which were in progress at June 30, 1960 . . . . .	823,000
The commencement of 62 contracts with a total value of £11,493,000 for new schools or major additions to schools . . . . .	2,706,000
Work on craftwork centres valued at £170,000 at eight schools . . . . .	55,000
Work at adult education centres 180 prefabricated classrooms or classroom equivalents . . . . .	10,000
Purchase of land and residences for school purposes . . . . .	310,000
Minor works, including grading and paving of school yards, fencing, roadways, toilets and facilities, etc., and furniture and equipment . . . . .	450,000
	346,000
	<u>£4,700,000</u>

POLICE AND COURTHOUSE BUILDINGS, £400,000.—The main provisions for 1960-61 are £83,000 for the completion of a police station at Hallett, the commencement of work for new stations at Cleve, Coonalpyn, Cummins, Darlington, Gawler, Gladstone, Henley Beach, Jamestown, Kadina, Kingston, Loxton, Meadows, Millicent, Minlaton, Moonta, Morgan, Plympton, Port Wakefield, and Yorketown, and commencement of work on divisional headquarters at Murray Bridge, Port Augusta, and

Port Pirie; £55,000 for completion of major additions at Port Augusta police station and at Thebarton Barracks; £19,000 for the completion of a courthouse building at Port Pirie and initial work at Waikerie; £141,000 to complete combined police station and courthouse buildings at Barmera, Elizabeth, Kapunda, and Kingscote, for progress work at Renmark, and for initial work at Blanchetown, Bordertown, and the Christies Beach-Hallett's Cove area.

OTHER GOVERNMENT BUILDINGS, £500,000.—

The principal proposals for this year are £10,000 to commence work on a building at North Adelaide to provide accommodation for aboriginal women and children on visits to Adelaide for medical reasons, etc.; £23,000 to complete a workshop at the Art Gallery and to carry out initial work for a new wing which is estimated to cost £128,000; £20,000 for cottage homes to enable the Children's Welfare Department to accommodate selected children under the care of a foster mother; £10,000 for commencement of a new playroom at the Magill Boys' Reformatory; £10,000 for initial work on a new building to provide improved accommodation at the Vaughan House Girls' Reformatory, the estimated total cost of which is £238,000; £30,000 for commencement of work on new Government offices at Loxton for the use of officers of the Lands Department, the Department of Agriculture, and the Police Department; £50,000 for the purchase from the Independent Order of Oddfellows of a property in Flinders Street, Adelaide, so that a suitably shaped area of land may be used in the best way for the proposed Reserve Bank Building, the major Government building which will be erected next to it, and the roadways which will serve both; £75,000 for the Sheriff's Department for the erection of a cell block at the Cadell Training Centre to accommodate 60 prisoners; £12,000 to complete a new cell block at the Mount Gambier Gaol, and £11,000 to commence work on trade shops and the kitchen at Yatala Labour Prison.

EXPENSES AND DISCOUNTS OF FLOATING CONVERSION AND PUBLIC LOANS, £300,000.—The amount required for this item will depend on the terms and conditions considered appropriate for new loans and conversions undertaken during 1960-61. It is not possible to make an accurate estimate of likely requirements, which could vary widely from year to year, but £300,000 is provided as a reasonable cover.

SOUTH AUSTRALIAN HOUSING TRUST, £290,000.

—During 1959-60 the trust completed 3,174

houses, made up of 1,146 in the metropolitan area, 1,039 at Elizabeth, and 989 in the country. For this financial year several special features make it imperative that additional funds should be made available to the trust. In the first place the Government has decided to remove the temporary and emergency dwellings as quickly as possible, and it is necessary to provide alternative rental accommodation for the present tenants. The aim is to re-house 400 to 450 families this year.

Then, with the growing development at Whyalla it is necessary to step up the construction of rental housing, and the Government is aiming at approximately 500 houses this year. The third feature is that some additional funds should be found for the provision of industrial premises at Elizabeth to ensure its continued balanced growth, and in other localities as found necessary. A careful review of State loan funds, of Commonwealth-State Housing Agreement funds, and of semi-governmental borrowing authority has made it possible to allocate to the trust sufficient funds to enable it to carry out a total programme of £12,151,000 in 1960-61, compared with a total programme of £11,433,000 last financial year, an increase of more than £700,000. Having regard to a lower commitment this year for land purchases and certain development works, the trust will be able to meet the increased need for industrial premises and will be able to increase its expenditure on house construction to meet the particular problems of rental housing in the metropolitan area, and at Whyalla. Progress work will be carried out on 6,197 housing units, of which 2,503 were under construction at the beginning of the year and 3,694 are to be commenced during the year.

**ELECTRICITY TRUST OF SOUTH AUSTRALIA, £2,000,000.**—The trust plans to spend £8,000,000 on capital works. To finance this programme it expects to raise £2,750,000 from lending institutions and the public. It will have the £2,000,000 provided in this Bill, and thus will need to call on internal funds to the extent of £3,250,000. Expenditure on power stations is expected to amount to £3,273,000. Most of this will be in respect of the Port Augusta "B" Station, where the first 60,000 kilowatt machine and the first two boilers were recently commissioned. The second third and fourth machines and the remaining boilers are now on order and construction is proceeding. The second machine is due to be placed on load during March, 1961, and the remaining machines in 1962 and 1964 respectively. The

station is expected to be completed in 1964 with a capacity of 240,000 kilowatts.

In the Port Lincoln area £70,000 is being provided for power supply to further consumers and for other capital works. The sum of £266,000 is required for the Mount Gambier area. £38,000 is for progress payments on a further 5,000 kilowatt turbo-alternator and provision for handling wood fuel, the total estimated cost of the extensions being £250,000. £228,000 will be used for extensions and alterations to mains, including extensions, to Glencoe, Tantanoola and Kalangadoo. An amount of £883,000 is provided for the major transmission lines from Port Augusta to the metropolitan area and the major substation at Magill. The requirement for various distribution and supply works this year is £2,748,000. This includes £655,000 for rural extensions and £989,000 for extensions and improvements to mains for new and existing consumers.

**LEIGH CREEK COALFIELD, £1,000,000.**—Proposals for 1960-61 will require total funds of £1,293,000. £1,000,000 is to be made available from State loan funds, leaving a net call on internal sources of £293,000. The two major expenditures planned are—£313,000 for electricity supply. A contract has been let for a new 132,000 volt transmission line from Port Augusta to Leigh Creek to supply the increasing volume of power required for the development of the field. The line is to be completed by September, 1961, and progress payments will be made this year. A sum of £832,000 is for general machinery (including progress payments and erection costs of excavator). A new walking dragline excavator, the largest in Australia, has been ordered for commissioning in June, 1961, at an estimated cost of £840,000. The machine will have a boom length of 235 feet and a bucket capacity of 18 cubic yards; will weigh approximately 900 tons; and will be capable of handling 4,000,000 tons of overburden annually. The output of coal will be stepped up to approximately 1,100,000 tons in 1960-61, and will rise to 2,000,000 tons per annum when the "B" Section of the Port Augusta power station is completed.

**MINES DEPARTMENT, £100,000.**—This provision will be used for the purchase of scientific instruments for geological and geophysical parties in the field, for additional drilling equipment, and for the replacement of worn out plant and vehicles.

**URANIUM PRODUCTION—CAPITAL, £30,000.**—This amount is provided for additions and replacements to mining and treatment installations to improve recoveries. Cash proceeds for 1960-61 are estimated to be £2,850,000.

After meeting working expenses it is anticipated that there will be a surplus of approximately £1,000,000 to be credited against the outstanding capital cost.

**METROPOLITAN AND EXPORT ABATTOIRS BOARD, £5,000.**—The principal works planned are the construction of a meat hall, additions to the boning room, and further chilling facilities. The board will finance £200,000 of its £205,000 programme from internal funds and semi-governmental borrowings.

**PRINTING AND STATIONERY DEPARTMENT, £35,000.**—This amount is proposed for the replacement of obsolete or worn out type-setting, printing and binding plant.

**PRODUCE DEPARTMENT, £35,000.**—Provisions for 1960-61 are £14,000 to complete a new boning room at Port Lincoln to cope with the increasing demands of the export trade; £18,000 to complete bacon factory extensions at Port Lincoln; and £3,000 for plant, equipment and minor works.

**FISHING HAVENS, £50,000.**—Proposals for this year are £5,000 to complete work at Moonta Bay, where reconstruction of the jetty has now been completed and some work carried out on the wave screen; £5,000 for purchase of land at Port MacDonnell for a slipway; £6,000 for purchase of land at Robe where it is proposed to cut a channel from the sea to the sheltered Lake Butler; £22,000 for construction of a new slipway at Streaky Bay; £1,000 to complete landing ramps and a jetty at Victor Harbour; and £11,000 for various smaller works.

**EDUCATION DEPARTMENT—SCHOOL BUSES, £40,000.**—It is anticipated that this amount will be expended during 1960-61 on the purchase of school buses for transport of school children.

**SOUTH-WESTERN SUBURBS DRAINAGE, £150,000.**—During 1959-60 work commenced on the excavation and concreting of a major drain at Marion running west from Marion Road to the Sturt Creek, and actual payments for the year amounted to £13,000. The committee responsible for planning and supervising the scheme was formed recently, and in the near future will examine the relative priorities of the various aspects of the scheme. An amount of £150,000 is provided this year so that work may continue on the excavation and concreting of the major drain at Marion, and on other works which investigation shows to be of high priority.

I turn now to the clauses of the Bill. Clause 3 defines the Loan Fund. Clause 4 provides for borrowing by the Treasurer of £25,967,000. Clause 5 provides for the expen-

diture of £30,772,000 on the undertakings set out in the first schedule to the Bill. Clause 6 deals with expenditures on Loan undertakings which were not included in the Public Purposes Loan Bill (No. 2) of 1959, but which were subsequently authorized by warrant given by His Excellency the Governor under powers conferred on him by the Public Finance Act. Clause 7 makes provision for borrowing and payment of an amount to cover any discounts, charges and expenses incurred in connection with borrowing for the purposes of this Bill.

Clause 8 makes provision for temporary finance if the moneys in the Loan Fund are insufficient for the purposes of this Bill. Clause 9 authorizes the borrowing of £10,000,000 for the purpose of carrying on Loan works at the commencement of next financial year and until the Public Purposes Loan Bill for 1961 is considered by the House. Clause 10 deals with the duration of certain clauses to the Bill. Clause 11 directs that all money received by the State under the Commonwealth Aid Roads Act shall be credited to a special account to be paid out as required for the purposes of the Commonwealth Aid Roads Act. Clause 12 provides for this Bill to operate as from July 1, 1960. I commend the Bill to honourable members.

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

#### AMUSEMENTS DUTY (FURTHER SUSPENSION) BILL.

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

#### MONEY-LENDERS ACT AMENDMENT BILL.

Read a third time and passed.

#### MOTOR VEHICLES ACT AMENDMENT BILL.

In Committee.

(Continued from August 24. Page 738.)

New clause 7—“Amendment of principal Act—section 141.”

The Hon. Sir LYELL McEWIN (Chief Secretary)—I move to insert the following new clause—

7. Section 141 of the principal Act is amended by striking out paragraph (g) thereof and inserting in lieu thereof the following paragraph:—

(g) That a person therein described had not, within a time or period therein specified, made or delivered an application to the Registrar under a specified provision of this Act, or had not



given the Registrar notice under a specified provision of this Act:

Section 56 of the principal Act requires a transferor of a motor vehicle to cancel registration or notify the Registrar of a transfer within 14 days. Section 57 requires a transferee of a vehicle to apply for transfer if an application for cancellation has not been made. Section 141 (g) of the Act makes the Registrar's certificate evidence of failure on the part of the transferor, but does not operate in the case of an alleged offence under section 57—that is failure by a transferee to apply for a transfer of registration. Apparently this matter was overlooked and Sir Edgar Bean who drafted the principal Act has drafted a new section 141 (g) which will provide for the Registrar's certificate to be evidence of either a failure to make an application or a failure to give a notice. The amendment is designed to apply the method of proof by certificates to offences by either buyer or seller.

New clause inserted.

Title passed.

Bill reported with amendments and Committee's report adopted.

#### HIRE-PURCHASE AGREEMENTS BILL.

In Committee.

(Continued from August 24. Page 744.)

Clause 3—"Form and contents of hire-purchase agreements."

The Hon. Sir ARTHUR RYMILL—I move—To strike out whole of subclause (2) (e) and insert following:—

(e) shall set out in tabular form—

- (i) the price at which at the time of signing the agreement the hirer might have purchased the goods for cash (in this Act called and in the agreement to be described as "cash price");
- (ii) Any amount included in the total amount payable for maintenance of the goods (in this Act called and in the agreement to be described as "maintenance");
- (iii) Any amount included in the total amount payable to cover the expenses of delivering the goods or any of them to or to the order of the hirer (in the agreement to be described as "freight");
- (iv) any amount included in the total amount payable to cover vehicle registration fees (in the agreement to be called "vehicle registration fees");
- (v) any amount included in the total amount payable for insurance other than third party insur-

ance (in this Act called and in the agreement to be described as "insurance");

- (vi) the total of the amounts referred to in subparagraphs (ii) to (v) inclusive of this paragraph;
- (vii) the amount paid or provided by way of deposit (in this Act called and in the agreement to be described as "deposit") showing separately the amount paid in money and the amount provided by a consideration other than money;
- (viii) the difference between the amount referred to in subparagraphs (vi) and (vii);
- (ix) the amount of any other charges included in the total amount payable (in this Act called and in the agreement to be described as "terms charges");
- (x) the total of the amounts referred to in subparagraphs (viii) and (ix);

and shall set out separately the cash price, the amount paid or provided by way of deposit and the difference between such amounts.

The object of this amendment is to try to bring into alignment the requirements of clause 3 (2) with the requirements of the first schedule, and members will see in the remaining part of my amendment a redraft of the first schedule, which I will move in due course. At present, as this clause and the first schedule are aligned, the information is similar in each, but is dotted about in each in different places. One object of the amendment is to bring the two into line so that anyone drafting the notice and the hire-purchase agreement will be able to make it up by way of carbon copy or extend from one to the other the entries of the amounts involved in the same order. In two senses this will be of great advantage in administration by hire-purchase companies and others. One is that the extensions will be far easier to make, thus saving considerable time and expense. This saving will be, in the ultimate, of benefit to the hirer and the hire-purchase company. The other is to see that so far as possible mistakes do not creep in. This is a more facile way of extension and it eliminates human error to the greatest possible extent. The words I have added to my printed amendment have been added because the Stamp Duties Act requires the information to be set out. It has been pointed out that my amendment is defective unless these words are included. The details could be put anywhere on the proposed new form of notice and therefore there could not be any great hardship on persons preparing the document.

The Hon. Sir LYELL MCEWIN (Chief Secretary)—In its new form the amendment is an improvement, in as much as it simplifies the schedule that has to be provided. The words proposed for addition to those in the printed amendment comply with the provisions of the Stamp Duties Act. I accept the amendment.

The CHAIRMAN—The question is, “That the amendment be agreed to.”

The Hon. K. E. J. BARDOLPH—I think we should get the position clear. I understood that Sir Arthur Rymill wanted to amend the amendment he has on the file by the addition of certain words. We should know what we are voting for. With respect to Sir Arthur, I do not desire any legal red herrings to be drawn across the track. Is he amending the amendment he has on the file, or are we voting on an altered amendment, which has been accepted by the Government?

The CHAIRMAN—The honourable member proposes to amend the clause by his printed amendment, with the addition of certain words.

The Hon. Sir ARTHUR RYMILL—My amendment is on the file. All I have done is to add certain words to the end of it.

The Hon. F. J. POTTER—I think the point raised by the Hon. Mr. Bardolph is whether Sir Arthur is moving for the insertion of additional words after subparagraph (x), but not as a part of subparagraph (x).

The CHAIRMAN—Sir Arthur Rymill has moved to strike out paragraph (e) of subclause (2) of clause 3 with a view to inserting other words.

The Hon. A. J. SHARD—I do not want to vote on something that I cannot understand, and I certainly cannot understand this. Sir Arthur Rymill’s amendment strikes out paragraph (e) with a view to inserting other words. As far as I can see those words go down only to subparagraph (vii).

The Hon. Sir Arthur Rymill—Look on the back of the printed amendment.

The Hon. A. J. SHARD—That makes it easier to follow, but I still do not understand it.

The CHAIRMAN—The first question is, “That paragraph (e) proposed to be struck out stand.”

Motion negatived.

The CHAIRMAN—Now Sir Arthur Rymill wants to include the additional words he mentioned. I now put the question, “That the new paragraph (e) with the additional words be inserted.”

The Hon. K. E. J. BARDOLPH—Do I understand it correctly that the Government

has accepted Sir Arthur Rymill’s amendment, including the additional words?

The Hon. Sir LYELL MCEWIN—Yes. The addition of those words brings the provision into line with the requirements of the Stamp Duties Act, which was amended last year. The idea is to keep things in conformity with the legislation, and make them easy to understand. The addition of the words does not in any way interfere with the principle of the printed amendment on the file. Any objection that I may have raised previously to the amendment has now been completely covered.

The Hon. Sir ARTHUR RYMILL—My amendment is a re-ordering, in effect, of what is in the Bill. It does things in the same way, in effect, but in a different order. There is nothing different and nothing new.

Amendment carried.

The Hon. F. J. POTTER—I move—

After “court” in subclause (5) to insert the words “before which any proceedings are brought”.

This is really a drafting amendment. “Court” was earlier defined as the local court of full jurisdiction, whereas it is obvious that the court in this subclause in most cases is the court of summary jurisdiction. The amendment merely makes the position clear.

Amendment carried; clause as amended passed.

Clause 4—“Certain copy documents to be served on hirer.”

The Hon. Sir ARTHUR RYMILL—I move—

After “hirer” where first occurring to insert the words “contemporaneously with or”. The clause will then read, “The owner shall serve or cause to be served on the hirer contemporaneously or within 21 days . . .” At present the hire-purchase company or the financier concerned has a certain period after the making of the hire-purchase agreement to serve the notice. It is thought that on many occasions it would facilitate things if it could be done at the same time. I think it is sensible and logical that these things should be capable of being given to the hirer at the same time as he enters into the contract.

Amendment carried; clause as amended passed.

Clauses 5 and 6 passed.

Clause 7—“Hirer to be entitled to copy of agreement and statement of his present position.”

The Hon. F. J. POTTER—I move—

After “hirer” where second appearing in subclause (1) to strike out “a copy of the agreement together with”. My other amendments to this clause will all be consequential to this amendment and the most important one is my new subclause (1a) which reads:

At any time before the final payment has been made under a hire-purchase agreement the owner shall, within 14 days after he has received a request in writing from the hirer together with the sum of five shillings, give to the hirer a copy of the agreement.

The purpose of these amendments is as follows. Under the terms of clause 4 which we have just dealt with, the owner at the time of entering into the contract or within 21 days, must give to the hirer a copy of the agreement. In other words, right at the beginning of the transaction the hirer gets a copy of the agreement served upon him and he does not have to pay anything for it. Under the existing clause 7, without any amendment two things are provided; firstly, at any time during the currency of the hire-purchase transaction the hirer can get a statement of his account from the owner. I do not think any honourable member would quarrel with the hirer at any particular time being able to get a statement of his account without any difficulty, and I do not propose to interfere with that situation, but the clause also provides that he can, upon request, get an additional copy of the agreement, in effect, once every 3 months without any cost to himself but with a great deal of inconvenience to the owner.

I do not object to the hirer at any particular time getting a copy of the agreement, but it is a pretty comprehensive document and figures will have to be written or typed in or various other words put in and it is only fair that a charge of 5s. should be made to the hirer if he wants an additional copy for his own convenience.

The Hon. Sir Frank Perry—Can he get a running statement of his liability at any time?

The Hon. F. J. POTTER—Yes, and the clause provides for that at no cost to the hirer. However, I am not talking about that, but about a copy of the agreement.

The Hon. K. E. J. Bardolph—He has one copy of the agreement; why should he want two?

The Hon. F. J. POTTER—Perhaps because he is careless and loses it or because he wants to make himself a nuisance to the owner and continually, every 3 months, asks for a copy.

If a man had an agreement going for three years' duration he would be entitled to 12 free copies under that clause if he wanted them. He might want to make himself a nuisance to the owner. There are some strange individuals in this world.

What I am putting is that this principle of paying something for things needed is not new. If one wants a copy of a public document, a court document, or a document from the succession duties office or the Motor Vehicles Department one goes to the appropriate department and pays a fee for getting that copy, and that is a principle which should be put into effect here.

I do not think 5s. is a high fee in this matter for it probably does not meet the cost of preparing the document.

The Hon. K. E. J. Bardolph—Why put that small amount in when there are many millions involved in hire-purchase business?

The Hon. F. J. POTTER—To make hirers look after their agreements and not toss them away or put them on the shelf. The purpose of the amendment is perfectly clear and I do not think I need labour the point.

The Committee divided on the amendment—

Ayes (13).—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, 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 9 for the Ayes.

Amendment thus carried.

The Hon. F. J. POTTER—I move—

After “hirer” where fourth appearing in subclause (1) to strike out “a copy of the agreement”.

Amendment carried.

The Hon. F. J. POTTER—I move to insert the following new subclause:—

(1a) At any time before the final payment has been made under a hire-purchase agreement the owner shall, within fourteen days after he has received a request in writing from the hirer together with the sum of five shillings, give to the hirer a copy of the agreement.

New subclause inserted.

The Hon. F. J. POTTER—I move—

In subclause (2) to alter “subsection” to “subsections” (twice occurring) and after “(1)” to insert “or 1(a)”.

Amendment carried.

The Hon. F. J. POTTER—I move—

In subclause (2) to strike out “that” and insert “those”.

This amendment is consequential.

Amendment carried; clause as amended passed.

Clause 8 passed.

Clause 9—“As to assignments of rights under hire-purchase agreements.”

The Hon. F. J. POTTER—I move—

After “or” in subclause (1) to insert “subject to subsection (3) of this section.” This is purely a drafting amendment. Those words obviously have been overlooked, because subclause (1) says:—

The right, title and interest of a hirer under a hire-purchase agreement may be assigned with the consent of the owner or, if his consent is unreasonably withheld, without his consent.

It would not be right to leave this anomaly. Subclause (1) should be subject to subclause (3), which sets out the procedure of what is to happen if consent is refused.

Amendment carried.

The Hon. F. J. POTTER—I move—

After “section” in subclause (3) to insert “within 14 days from the date of such request.”

This is also a drafting amendment because the subclause talks about a request, but makes no mention of the time within which action could be taken to apply to the court. Some time limit is necessary.

The Hon. Sir LYELL McEWIN—I am prepared to accept the amendment.

Amendment carried; clause as amended passed.

Clause 10—“Power to court to allow goods to be removed.”

The Hon. F. J. POTTER—I move—

After “hirer” second occurring to insert “and subject to such terms and conditions as it shall deem just.”

This clause provides for a court, on the application of the hirer, to make an order approving the removal of the goods, which under the terms of the agreement are required to be kept in a certain place, to some other place. This would occur when household goods are required to be kept in a particular house, but would apply more particularly to motor vehicles that are required to be kept at a certain address. It seems to me quite wrong if the court has no power to impose certain terms and conditions it deems just in particular instances. For instance, if a finance company had made an advance on a motor vehicle which it expected to be kept at a certain address in

the suburbs and the hirer wanted to remove that vehicle to Brisbane, it would be quite wrong if the court had no discretion but to approve of such transfer without being able to attach any terms and conditions. The court should have power to impose terms and conditions for a transfer of that nature.

The Hon. S. C. Bevan—What if it is shifted to the next street?

The Hon. F. J. POTTER—I do not know about that. I have in mind an interstate movement of goods, which frequently occurs.

Amendment carried; clause as amended passed.

Clause 11—“Hirer to be entitled to finalize agreement at any time.”

The Hon. Sir LYELL McEWIN—I move—

In subclause (2) to strike out “less” first occurring and insert “after deducting.”

It has been pointed out by the Parliamentary Draftsman that this amendment will make it definite that any balance of payment will be after the deduction of any other amounts.

Amendment carried; clause as amended passed.

Clauses 12 to 14 passed.

Clause 15—“As to hirer’s rights and immunities when goods repossessed.”

The Hon. F. J. POTTER—I move—

After “due” where first appearing in subclause (1) (b) insert “and the owner shall be entitled to recover from the hirer the amount by which the said value of the goods is less than the net balance due.”

I suggest that this is a necessary amendment to make it clear that the owner of the goods is entitled by law to recover from the hirer any loss which he may make on the transaction after repossession.

The Hon. K. E. J. Bardolph—What about fair wear and tear? That means he has to pay on the new price right through.

The Hon. F. J. POTTER—It does not mean anything of the kind. Clause 15 commences “If the owner takes possession . . .” and then lays down the procedure. First, he has to give a notice in writing requiring the redelivery of the goods under certain circumstances, and the hirer can require the owner to sell the goods to any person introduced by the hirer for cash, and the hirer may recover from the owner the amount by which the value of the goods at the time of repossession exceeds the net balance due.

The Hon. F. J. Condon—Who makes the valuation?

The Hon. F. J. POTTER—That is covered by subclause (3). The point is that after repossession has taken place there may be a net

loss on the part of the owner after taking into account the value of the goods he has repossessed, the cost of repossession, the cost of storage and maintenance and even the cost of selling the goods. It may be claimed that the owner has the right at common law to recover that loss, and all I am concerned with in this amendment is to make it clear beyond doubt that that right exists. Subclause (1) (b) ensures that at no time can the owner obtain more than the net amount payable in respect of the goods.

The Hon. K. E. J. Bardolph—Your amendment opens up avenues whereby he can.

The Hon. F. J. POTTER—The restrictions in this clause are purely negative. There is no positive assertion of the owner's right.

The Hon. K. E. J. Bardolph—The honourable member said that the owner has rights at common law.

The Hon. F. J. POTTER—It may be argued that he has, but I want to make it quite clear that his common law right is preserved beyond any question of doubt. I think it is perfectly clear from the fourth schedule that it was always contemplated that the owner should be able to recover his loss.

The Hon. Sir FRANK PERRY—I think the case made out is quite reasonable, but it brings out that the owner can follow the ownership a very long way and it may explain why so few losses are made. I was under the impression that the owner was entitled to repossess and that the hirer's liability stopped there.

The Hon. Sir Arthur Rymill—It does, but this is for amounts that have not been paid up to that date; in other words, arrears.

The Hon. Sir FRANK PERRY—That satisfies me.

The Hon. S. C. BEVAN—I still have some doubts. I feel a little suspicious because all the hire-purchase agreements that I have seen—they have been many, brought to me by people trying to get out from under the hammer—have invariably contained a provision, in print so small that one needs a magnifying glass to read it, that the owner has the right to claim from the hirer any amount outstanding after the article is repossessed.

The Hon. F. J. Potter—Less the value of the goods.

The Hon. S. C. BEVAN—Yes, but the honourable member is writing something into the clause which gives the owner a further right, through the courts if necessary. A provision in this Bill gives the hirer protection in so far as he can nominate a cash buyer

at a price which would absolve him of any further liability, but what if he does not? The owner then has a right to sell those goods to anyone. What is to prevent his selling the goods at a price well below the outstanding amount and still claim the balance from the hirer? I do not see any necessity for this amendment because I feel it will allow this practice to go on legally without any redress for the hirer and only further profits for the owner.

The Committee divided on the amendment—

Ayes (13).—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, 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 9 for the Ayes.

Amendment thus carried.

The Hon. F. J. POTTER—I move—

After "costs" in subclause (2) (b) (iii) to insert "including legal costs".

No further explanation is necessary except to inform members that later at the appropriate time I intend to move for the insertion of a new clause 40a, as follows:—

The costs of any proceedings or application in relation to any matter arising under this Act shall be in the discretion of the court.

The Committee divided on the amendment—

Ayes (13).—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, Sir Arthur Rymill, C. R. Story and R. R. Wilson.

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

Majority of 9 for the Ayes.

Amendment thus carried.

The Hon. F. J. POTTER—I move to insert the following new subclause—

(3a) Where the owner has taken possession of a motor vehicle he shall, 21 days before proceeding to sell such motor vehicle, give a notice in writing to the hirer stipulating the place and times at which the said motor vehicle is available for the purposes of valuation by any person nominated by the hirer.

My friends on the Opposition benches will be pleased by this amendment and will say I have shown a complete reversal of form. I feel that it is necessary to include this provision for the

protection of the hirer. Subclause (3) says that, where the owner has sold goods of which he has taken possession, the onus of proving that the price obtained by him for goods was the best price which could be reasonably obtained by him at the time when he took possession of the goods, shall be on the owner. Therefore, if there should be a dispute as to whether the owner has obtained the best price for the repossessed goods, he has to shoulder the onus of proof. I do not think that much trouble arises in relation to the repossession of household goods, but about 12 legal practitioners have approached me to ask whether something can be done in this matter. I suggest that with a motor vehicle there is sometimes a racket whereby the owner gets one or two of his pals to certify that the vehicle is worth, say, two hundred pounds when in fact it can be sold for £300. This happens particularly with used motor vehicles. It is not easy to find a way to overcome the difficulty, and perhaps my proposed new subclause (3a) does not go far enough, but it is the best I can think of, and it does give the hirer an opportunity to at least have his motor vehicle valued by a person nominated by him. It gives him the opportunity to check any price that may be submitted by the owner as the best that can be obtained.

The Hon. Sir Arthur Rymill—Why choose 21 days?

The Hon. F. J. POTTER—Normally a repossessed motor vehicle is not sold immediately. Generally speaking, some repair work is necessary. There is no particular merit in selecting 21 days. I plucked that number out of the air. I would not mind if it were 14 days.

The Hon. Sir LYELL McEWIN—I think we can appreciate that the Hon. Mr. Potter is trying to do something for the hirer. His intentions may be good but his proposal may not work as he suggests. In subclause (3) the owner is obliged to get the best price for the repossessed article. I do not know why the Hon. Mr. Potter selected motor vehicles and forgot household goods and other things. The new subclause mentions a period of 21 days, but because the owner may be sick or out of the State the period may not be sufficient. Whilst his intentions are good I think the Hon. Mr. Potter's proposal could react against the hirer rather than help. For those reasons and because the Government hopes that this amendment will not be carried I ask the Committee to defeat the amendment.

The Hon. Sir ARTHUR RYMILL—I agree with the comments made by the Chief Secretary and in addition I believe that this could be very obstructive to hire-purchase repossession. It may take a day or several days to have a notice served on the hirer and the owner then has to wait 21 days before he can sell the vehicle which means the sale will be held up for 28 days. In most cases the owner has nowhere to put the vehicle and has to get rid of it in a reasonable time. He may give it to someone else to sell but it would be an expensive thing if, every time a vehicle was repossessed, the owner had to pay for the vehicle to be retained one month before it was resold. That would be unduly obstructive to the ordinary processes of hire-purchase as carried on and for those additional reasons I do not support the amendment.

The Hon. K. E. J. BARDOLPH—In view of the importance of the Hon. Mr. Potter's amendment I ask that the Chief Secretary report progress because I think that both the provision referred to by the Chief Secretary and the amendment could have negative effects. Considerable progress has been made this afternoon and I do not think the Committee should nullify the full purport of the Bill by allowing or disallowing further amendments this afternoon.

The Hon. Sir LYELL McEWIN—I have not made any proposals, but have spoken against the amendment. The honourable member has only an amendment to consider and I would like to proceed to the end of this Part of the Bill. I had intended moving at the conclusion of this Part that progress be reported. I ask honourable members to deal with it now. If it is desired to alter it later it may be recommitted in a new Committee.

Amendment negatived; clause as previously amended passed.

Clauses 16 and 17 passed.

Clause 18—"Provisions as to guarantors."

The Hon. Sir LYELL McEWIN—I move that progress be reported and that the Committee have leave to sit again.

Progress reported; Committee to sit again.

CELLULOSE AUSTRALIA LIMITED  
(GOVERNMENT SHARES) BILL.

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

ADJOURNMENT.

At 4.27 p.m. the Council adjourned until Tuesday, August 30, at 2.15 p.m.