

LEGISLATIVE COUNCIL.

Tuesday, August 30, 1960.

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

QUESTIONS.**UNIFORM SCHOOL TEXTBOOKS.**

The Hon. G. O'H. GILES—Has the Attorney-General a reply to my recent question dealing with the uniformity or lack of uniformity of certain schoolbooks, resulting in added cost to parents on the transference of their children from one school to another—in this instance from Bordertown to Murray Bridge?

The Hon. C. D. ROWE—I have had a chance to look into the matter. In his question the honourable member suggested that in the case of the transfer of a child from Bordertown to Murray Bridge additional costs of £8 were involved. Investigations have shown that three children were involved and the additional cost for one secondary student was £4, and for two primary students £1 6s. 11½d. and 11s. 7d., respectively. Some of these costs related to normal supplies of stationery and not to the actual cost of new textbooks. I have a detailed report regarding the matter and shall be glad to make it available to the honourable member.

DESICCATED COCONUT SUPPLIES.

The Hon. Sir FRANK PERRY—I understand that certain shipments of processed coconut being brought into this country have been causing Government officers some concern. Has the Chief Secretary any report on the matter?

The Hon. Sir LYELL McEWIN—There has been difficulty in recent consignments coming into Australia and a report was issued that there were diseased organisms existing in these consignments. The position was not clear whether certain consignments had been destroyed, both in Queensland and South Australia and possibly in some of the other States; but this morning the Director-General of Health reported that in other consignments, although apparently tests had been carried out there was no discovery of any organisms or bacteria which would cause trouble, nevertheless they have appeared. A statement has been given to the press warning the public about the use of desiccated coconut and also indicating what treatment may be given to make it safe to use. I understand that in England the trade has set up equipment which can treat

coconut and make it safe for human use. Whether it is of sufficient importance for the trade here to take steps in the treatment of this imported article, I do not know, but it is certainly embarrassing to the department, because we know it must inflict losses in the trade. It is bacteria that is serious, particularly in the summer months when flies are prevalent, because we could have the spread of an infection which is tantamount to another type of typhoid fever. Warnings have been given and I hope that the action of the Health Department, both here and in the other States, will avoid anything in the nature of an epidemic as a result of the use of this coconut.

COMMERCIAL VEHICLES ON ROADS AT WEEK ENDS.

The Hon. Sir ARTHUR RYMILL—Some time ago I asked the Chief Secretary a question about commercial vehicles on roads at peak periods during the week ends. Has he any further information on the subject?

The Hon. Sir LYELL McEWIN—I have received the following report from Sir Edgar Bean, who, as honourable members know, is consolidating our traffic laws:—

There are no traffic laws in Victoria specifically directed at the use of commercial vehicles on roads at week ends. But there is a section (No. 99) in the Victorian Labour and Industry Act, 1958, which restricts the use of vehicles for carrying goods for hire or in the course of trade on Sundays, Saturday afternoons and in the early morning and evening of week days. The prohibition is, I think, aimed at improving the working conditions of employees. However, there is a large list of specified exemptions and a Government officer has power to grant any further exemptions he thinks fit. It is also thought in Victoria that the section does not apply to interstate vehicles by reason of section 92 of the Australian Constitution. It also appears that no prosecution can be instituted except by a Minister. I am informed by a Victorian traffic authority that, in practice, the law is unenforceable and in fact is not enforced. I do not think any law restricting the use of commercial vehicles at week ends should be introduced in this State without a careful preliminary examination. Obviously a good deal of running by such vehicles is unavoidable and the repercussions of a prohibition or restriction may be very wide. Section 92 also has to be considered. The Victorian experience indicates the difficulties.

KIMBA WATER DISTRICT.

The Hon. E. H. EDMONDS (on notice)—
1. What maintenance work, if any, has been carried out recently on catchment areas and drains connecting tanks and dams in the Kimba water district?

2. What quantity of water is stored in the respective tanks and dams at present?

The Hon. C. D. ROWE—The replies are:—

1. Recent work carried out on the catchment area of the Roorá reservoirs which supply Kimba has been as follows:—

- (a) Clearing, burning and grading of a further 300 acres (approx.) of the catchment area.
- (b) Re-grading of some of the previously graded areas on the catchment.
- (c) Repairs to and cleaning of the intake drains.
- (d) Installation of new diesel pumping plant.

Consideration has been given to the grading of the catchment area to remove grass, etc., and the district engineer will make arrangements to grade the catchment areas at the beginning of April next year when the monsoonal season has ended.

2. The present storage in the reservoirs and tanks at Kimba is 1,662,000 gallons .

As with other supplies on Eyre Peninsula, the intakes at the Roorá reservoirs this winter have been disappointingly small, but it is hoped that a rain suitable for a good run-off will occur before the end of the spring.

The Hon. E. H. EDMONDS—I ask leave to make a statement relative to the information given by the Attorney-General.

Leave granted.

The Hon. E. H. EDMONDS—It is obvious that my question has been misunderstood by the department. The information I wanted concerned all the tanks and dams in the Kimba area, but it is obvious that the answer concerns only the tank that supplies the Kimba township. Kimba is a district that is entirely dependent on its catchment area for water conservation, and throughout the area there are about 17 Government tanks or dams, plus those on private properties. In the answer given to me by the Attorney-General it was mentioned that this year the rainfall suitable for catchment in this area and other areas has been disappointingly small, which is all the more reason why attention should be given to the effective clearing and maintenance of all catchment areas and all tanks and dams in the district. That is the information I wanted. Last year, on December 3, I asked a similar question when the water position was acute and the reply I got covered all the tanks and dams in the district. Apparently there has not been very much catchment since that period, and as we know from the past this is

a big problem in connection with water supplies for Kimba. Will the Attorney-General make further inquiries and get the fuller information that I require? I conceive that the department will have records and that it will not be necessary for someone to make a special trip to the 17 dams and tanks in the district. The information will be available and, naturally, as the representative of the district I want to know the prospects in regard to water conservation in the coming summer.

The Hon. C. D. ROWE—I am sorry that the reply furnished did not give the information required. I shall be pleased to refer the matter to the department concerned and endeavour to get the additional information as soon as convenient.

MURRAY RIVER LEVELS.

The Hon. C. R. STORY (on notice)—In view of the report that a substantial rise can be expected in the level of the River Murray in the near future, can the Attorney-General indicate (a) what the expected peak level at Renmark is likely to be and (b) when the peak level is expected to occur?

The Hon. C. D. ROWE—The replies are:—

- (a) Approximately 22ft. 6in.
- (b) On or about October 15.

MOTOR VEHICLES ACT AMENDMENT BILL.

Read a third time and passed.

PUBLIC PURPOSES LOAN BILL.

Adjourned debate on second reading.

(Continued from August 25. Page 778.)

The Hon. F. J. CONDON (Leader of the Opposition)—It would be an advantage to members if the report of the Auditor-General were available before they were asked to discuss this Bill. The Loan Estimates relate to projects that extend for more than one year and, therefore, members cannot critically examine them in the proper perspective without that report. The Minister of Labour and Industry (Hon. C. D. Rowe) recently spoke to the Wallaroo district meeting of the Liberal and Country League, a report of which appeared in *South Australian Farmer* of August 12, 1960. The Hon. Mr. Rowe, in predicting a bright future for South Australia, said that the Government faced the public with an outstanding record of progress and with every confidence. He pointed out that although the primary producers had experienced a bad season it had

had little effect on the economy of the State. He said also that South Australia was receiving more migrants per head of population than any other State, and when referring to the progress of South Australia under the Playford Government he said that more inquiries were being received for new industries at present than at any other time, and that on the average during the past year one new factory had been opened every week. If that is true, why did the Government support a move in the Arbitration Court to reduce the wages of workers and thereby lower the standard of living? I was not at all convinced by the answers given by the Attorney-General to questions I asked in this place. When the Government was challenged on a previous occasion it denied that it supported a move by the Employers' Federation to lower the standard of living, but the position was exposed by the Hon. Mr. Shard when he quoted from a report of the court proceedings in which this State's representative strongly opposed the workers getting any concessions at all. Members of unions and workers generally have had to submit to the forgoing of quarterly adjustments, a reduced basic wage and lower margins. Why can't the Government be honest and say "Yes, we are opposing any increase sought by the unions from the court." It has been proved, yet the Government denies that it is doing this and tries to bluff the people that it is the friend of the workers.

On the Loan Estimates there is a proposed expenditure of £2,625,000 for the Railways Department. Of that sum £850,000 is to be spent on seven 1,750 h.p. diesel electric main line locomotives, 30 of which are now in service hauling heavy freight and passenger trains, thereby lowering operating costs. Our railways have paid their way, and capital invested has been repaid in interest many times. Everything that has been achieved by the Railways Department in the last year or two has been achieved at the expense of railway employees. The introduction of diesels into the railway system has placed a heavy burden on the employees, whose work has been greatly increased.

Since the Arbitration Commission abolished quarterly adjustments in 1953 railway workers in South Australia have lost over £1,500,000, which represents an average loss of £147 18s. to each employee. Each railway worker has lost 18s. a week. The department now employs 1,236 fewer workers than it did in 1953, but the work of the department has been speeded up

despite the large saving. Since the dieselization of the railways the department has saved over £1,000,000 at the expense of those employed by it.

The Hon. S. C. Bevan—The department appealed against the 28 per cent marginal increase.

The Hon. F. J. CONDON—Yes, and the South Australian Railways Commissioner was the only Railways Commissioner in the Commonwealth who did appeal.

The Hon. A. J. Shard—But that would not have been his decision.

The Hon. F. J. CONDON—No, he did it supported by the Government.

The Hon. A. J. Shard—He was instructed by the Government!

The Hon. F. J. CONDON—The railway employees were only asking for the same treatment that other employees had secured in various South Australia industries.

The Hon. Sir Frank Perry—Did they get it?

The Hon. F. J. CONDON—No; the court ruled against them. The South Australian Railways Commissioner was the only commissioner in the Commonwealth to appeal against the 28 per cent marginal increase.

The Hon. F. J. Potter—South Australia was the only State that had a drought.

The Hon. F. J. CONDON—I will inform the House of a few of the things that we hear about this State's position. Why shouldn't the South Australian railway employees receive the same consideration, allowances and marginal increases as others? Why shouldn't traffic employees be rostered for 80 hours in 10 shifts in the same way as everybody else? What amenities do they get? Members know very well that in the permanent way and in general gangs the employees are called upon to work under difficult conditions, but under many other awards provision is made for overalls and amenities that are not supplied to South Australian railway employees. Why shouldn't the men on the permanent way and in special gangs be supplied with boots? A pair of boots does not last long today, but railway employees appear to be singled out and everything that has been achieved by the Railways Department has been achieved at the expense and to the detriment of those employees.

This Government has made repeated attacks on the workers' conditions and when the trade union movement attempts to improve the position this Government leaves no stone unturned

to defeat those efforts and I think the Government stands condemned because of its attitude towards the trade unions.

The Hon. Sir Frank Perry—Is the Railways Commissioner the only one that appealed?

The Hon. F. J. CONDON—I understand that the Commonwealth Government is coming into the picture now and it, too, is attempting to defeat the employees who are trying to improve their position, so there will now be two Governments, the Commonwealth Government and the Playford Government, acting against the unions. When the case of the workers is put before tribunals the Government briefs its leading counsel to combine with the Employers' Federation in an attempt to defeat the move to have wages increased and conditions improved. The Government claims that it has the right to do this, but it should be candid and admit the true position. It should not preach prosperity on the one hand and poverty on the other in an attempt to defeat the workers. The trade union movement has had enough of this Government and the sooner the Government is in Opposition the better it will be for the State. South Australia is the worst State in the Commonwealth as far as industrial legislation is concerned.

The Hon. Sir Frank Perry—It is the happiest State.

The Hon. F. J. CONDON—According to the case put by the Government, South Australia is in a state of poverty; it is stricken and cannot afford to do this and that. It cannot afford to give the men any concessions and that is how the Government bluffs the people. South Australia is a prosperous State, but when the worker tries to improve his position through his trade union, through the A.C.T.U., and through the Trades and Labor Council the Government maintains that the State cannot stand it.

The Hon. L. H. Densley—The Government wishes to maintain those good conditions.

The Hon. F. J. CONDON—What is the Government doing now? The Attorney-General last week said that the Government was not interfering in this respect.

The Hon. C. D. Rowe—I did not say that.

The Hon. F. J. CONDON—On August 10, the press reported that the Employers' Federation had lodged an application with the Commonwealth Arbitration Commission for reduced wages in South Australia based on the ground that South Australia's capacity to pay was lower than that of the larger States. It

asked that the basic wage in Adelaide be 25 per cent less than in Sydney. A request was also made that a 12s. a week differential should exist between the country and the city. The application of the Employers' Federation was supported by the Playford Government which sent one of its highest legal men to appear before the Commonwealth Arbitration Commission to see that there should be no reintroduction of the quarterly adjustments and that there should be no increase in margins or in the basic wage.

I am stating facts and I place them before the House and suggest that the Government should be honest and admit that it is out to defeat the workers. The Government should closely examine one or two matters and I refer particularly to the fictitious prices being paid for land. Many people think the Government is fair prey and that they should get every ounce possible out of it. I have several examples, but I shall refer to one only because that should be sufficient to illustrate my point. On January 5, 1960, 18 acres of land was purchased for the new Gepps Cross girls technical high school. That land was purchased from the Metropolitan Wholesale Meat Co. for £60,127, which represents £3,340 an acre. The land is situated in the junction formed by the Main North Road, the railway line, and the Gepps Cross hotel. I say that that price is monstrous and something should be done to protect the taxpayers of South Australia.

The Hon. F. J. Potter—What do you suggest?

The Hon. F. J. CONDON—I suggest that there should be a land board to deal with these matters. I am sure that honourable members are not happy about the position. Why not acquire the land through the court?

The Hon. F. J. Potter—Do you think that would be any cheaper?

The Hon. F. J. CONDON—I am not prepared to sit back without making some protest against people charging these high fictitious prices for land. If a suggestion is made that the Government is interested, the price of land increases beyond its real value. Schools should not be built on main highways. This school is on a main highway and at a busy corner.

Dr. H. M. Birch, State Director of Mental Health and Superintendent of Mental Institutions, retires in December, when this State will lose an able administrator and a man who is respected. No man has done more in the

interests of those he controls, and he will leave a record behind him that will never be excelled. I should like to see a special ward set up to treat alcoholics in our hospitals, as many of these men and women are more to be pitied than blamed. In New South Wales, the Government has set aside wards in hospitals to treat these unfortunate people. In South Australia, societies and ministers of religion do wonderful work in this field. The Government should encourage them to see whether this disease can be arrested in some way. The Government could follow the Mental Health Act of New South Wales, which provides for the appointment to mental hospitals of visitors who have a wide range of activity, and who report on various matters which come under their notice.

The Public Purposes Loan Bill provides for a total expenditure of £30,772,000. Of this, £25,969,000 is new money that has to be borrowed for Government departments, the Housing Trust and other bodies which are carrying out useful works. When I came into this House in 1924, the State's revenue and expenditure were both under £9,000,000. The figures in the present Bill show how this State has progressed and that much money is now necessary to meet our commitments.

The Jervois Bridge at Port Adelaide was considered by the Public Works Standing Committee, which recommended that a new closed bridge be erected at the present site. This was not acceptable to the Government, which asked the committee to consider the matter further. Before the first recommendation was made another site was considered, known as the Dale Street site, which transgressed the Walter & Morris timber yards, and these would have cost a very large sum to acquire. The Committee therefore recommended the present site. Since then several suggestions have been made: firstly, that contact should be made with the old Port Road over the canal and the route taken through Church Street and over the Birkenhead Bridge; secondly, that there be a duplication; and thirdly, that two tunnels be constructed, one downstream and the other at the present site of the bridge. In order to meet future development the Highways Department would have to construct certain roads. The question of tunnelling under the river is one of great importance, and one that will be considered in the near future in connection with other proposals.

Since 1954 the board of management of the Royal Adelaide Hospital has devoted considerable thought to the problems of the complete rehabilitation and development of the

hospital. During the past five years while the Queen Elizabeth Hospital was being completed, the first major stages of rebuilding the Royal Adelaide Hospital were put in hand. These works comprise stages one and two and the building known as the east wing, which it is expected will be completed in 12 months. The board of management has had the assistance of a Building Advisory Committee, which includes representatives of the honorary medical staff, the Adelaide University and the Public Buildings Department. All these gentlemen have very high qualifications. Strong reasons have been advanced why development should be continued on the present site, although it had been suggested that the new hospital should be constructed in the northern suburbs. The hospital covers an area of 16½ acres and an extra 2½ acres can be made available at a later date. There are 13 major buildings in the existing hospital, comprising 32 wards that can accommodate 730 patients.

Some of the present buildings are more than 100 years old. The cost of the proposed additions is £15,853,000 and if finance is available the scheme will be completed in eight years. I think every honourable member will support any proposition that is of so much importance to the sick. What has been accomplished in the metropolitan area in the last few years, to a lesser degree has also been accomplished in various parts of the State. Hospitals have been erected at Port Lincoln, Port Pirie, Mount Gambier and in other districts. Government grants have been made to 82 hospitals. Hospitals administered by the Hospitals Department include the Royal Adelaide Hospital, the Queen Elizabeth Hospital, six country general hospitals, the Port Adelaide Casualty Hospital, the Mareeba Babies' Hospital and three mental hospitals. Grants for hospitals and other bodies of associated group health services amount to £1,750,000.

An amount of £15,500,000 is employed in the Harbors Board's operations. Some people call this a socialistic venture. Last year it recorded a surplus of £142,000 after providing for depreciation and debt charges, although the volume of cargo handled was down by 158,000 tons compared with the previous year. Only three of the five deep sea ports returned a surplus for the year, including £99,000 for Port Adelaide, £178,000 for Port Pirie and £4,000 for Wallaroo. A loss of £4,000 was incurred at Thevenard and £13,000 at Port Lincoln. Of the 33 other revenue-producing ports, only eight returned surpluses, the total

amounting to £27,000. At Stenhouse Bay the surplus was £5,000, at Ardrossan £12,000 and at Edithburgh £4,000. The Estimates provide for the expenditure of about £1,250,000 on harbor accommodation. Of that amount £55,000 is to be spent on the North Parade wharf at Port Adelaide. This wharf has been under construction for a considerable time and when completed will result in great improvement to our chief seaport, which I think will become one of the best ports in Australia before very long. An amount of £75,000 is to be spent on sundry work at Port Adelaide and Outer Harbour.

The Estimates include £42,000 for roll-on roll-off accommodation at Kingscote. This system will be an innovation in South Australia and it is to be hoped that it will result in better service being provided. The sum of £40,000 has been set aside to build roll-on roll-off accommodation at Port Lincoln. Already a considerable sum has been spent at this port and I think it is well deserved. It is proposed to spend £365,000 on further dredging improvements at Port Pirie, including the expenditure of £152,000 on the major wharf scheme. It is also proposed to spend £186,000 on a bulk-handling plant at Thevenard, so the West Coast should be well served in the near future. Provision is made for £130,000 for progress payments for a grab dredge and a bucket dredge; £55,000 is to be spent on the acquisition of land, which I hope the Government will be able to buy at a reasonable price. The net cost of maintaining jetties at localities not engaged in shipping operations is very high and the board will receive little or no return on the £70,000 provided on the Estimates for this purpose. Many of these jetties have not operated for a number of years and have been allowed to get into disrepair.

An amount of £9,000,000 is provided for expenditure on waterworks and sewers. This includes £150,000 to supply water to Iron Knob from the Morgan-Whyalla main. This work has already been recommended. The duplication of the Morgan-Whyalla main will cost much more than was originally expected. The department is now making another estimate, and the cost will be millions of pounds more than was expected. An amount of £130,000 is provided for the completion of the Onkaparinga Valley scheme, which will receive water from the Adelaide-Mannum main. An amount of £1,712,000 has been set aside for the Myponga reservoir. Honourable members understand that if this money cannot be

spent within this financial year, it can be spread over a period. Possibly the completed scheme will cost £5,000,000. The Government proposes to increase the height of the spillway at the Mount Bold reservoir, and this will increase its holding capacity considerably. The capital employed in the Waterworks Department is more than £5,000,000 greater than in the previous year, the total capital involved being £54,500,000.

There was an overall loss of £1,500,000 last year on waterworks operations. Every undertaking, with the exception of the Adelaide and Barossa water districts and the Morgan-Whyalla main recorded a deficit. On the Adelaide district the return was 2.4 per cent, Barossa 1.8 per cent and the Morgan-Whyalla main less than 1 per cent. An amount of £25,000 is on the Estimates to raise the Mount Bold reservoir spillway and for flood-gates. The total estimated cost of these works is £440,000. The capacity of the reservoir will be increased by 500,000,000 gallons. The Warren water district, which means so much to people on Yorke Peninsula, has been allotted £973,000. Most of this expenditure will be on the enlargement of the trunk main. An amount of £964,000 has been allotted to country water districts and this amount includes £250,000 for the commencement of the pipeline from the Morgan-Whyalla main to supply Booleroo Centre and surrounding districts. Although almost all the water districts are showing a loss on operations, their continuance is most essential for the progress of the State, and we must be prepared to accept these losses.

Time does not permit me to refer to the lines dealing with education, new buildings, Leigh Creek coalfield, police, Government buildings, Magill Reformatory and Mines Department. During the past 12 months the Public Works Committee has been very busy and its members have been working overtime. The State has been saved the expenditure of a large sum of money because of its activities. Many of the projects must be inspected by the committee, which has meant travel to all parts of the State. Up to about two years ago no new public work could be proceeded with if it cost more than £30,000 without a reference to the committee for an inquiry and report: then the amount was increased to £100,000. During the last 12 months 71 reports and interim reports of the committee have been laid on the table of the House. The public work with the highest estimated cost recommended by the committee was the Bolivar sewage treatment works,

where the estimated cost was more than £11,000,000. The Warren reservoir project was estimated to cost about £6,250,000, the Myponga water proposal about £5,500,000, Port Pirie harbour improvements about £1,500,000 and the Iron Knob water supply £1,250,000. During those 12 months the total estimated cost of the

projects recommended by the committee was £42,000,000. I have a statement setting out the various works recommended by the committee and the estimated costs, and I seek leave to have it included in *Hansard* without my reading it.

Leave granted.

Works.	Amount.	
	£	£
1. Kingscote Harbour accommodation	—	172,000
2. Grand Junction Road trunk water main	—	415,000
3. Augmentation of metropolitan water supply—		
(1) The installing of a new pumping station adjacent to the Mannum-Adelaide pipeline, laying pipeline and strengthening the main, to increase the capacity of the branch line to the river Onkaparinga, at an estimated cost of	105,200	
(2) The installing of additional pumping units to increase the capacity of the Mannum-Adelaide pipeline at an estimated cost of	31,000	
		136,200
4. Mount Bold dam-raising	—	440,000
5. Myponga reservoir and trunk main—Modified scheme	—	5,610,500
6. Coomandook area school	—	125,000
7. Vermont girls technical high school (additional buildings)	—	240,350
8. Elizabeth girls technical high school (additional buildings)	—	114,950
9. Elizabeth Vale primary school	—	147,400
10. Mitchell Park boys technical high school (additional buildings)	—	227,600
11. Elizabeth boys technical high school	—	305,600
12. Angle Park boys technical high school	—	161,400
13. Automotive trade school (additions and alterations)	—	328,400
14. Magill primary school (additional building)	—	115,600
15. Penola high school	—	232,000
16. Blackwood high school	147,400	
17. Plympton high school	141,100	
18. Taperoo high school	138,700	
19. Willunga high school	179,000	
		606,200
20. Campbelltown high school	263,800	
21. Elizabeth high school	267,500	
22. Gilles Plains high school	263,750	
23. Henley high school	263,750	
24. Seacombe high school	263,750	
25. Millicent high school	333,000	
		1,655,550
26. Sewerage of West Beach area, Lockleys and Brooklyn Park		465,700
27. Millicent primary school (additional buildings)		148,000
28. Railway from Hallett Cove to section 588, hundred of Noarlunga		365,000
29. National Gallery, additional wing		137,700
30. Bolivar sewage treatment works		11,070,000
31. Elizabeth high school (additional building)		72,800
32. Warren water supply (new trunk main—modified scheme)		6,265,000
33. Eyre Peninsula water supply (augmentation from Lincoln basin)		893,000
34. Morgan to Whyalla pipeline (additional pumps and booster stations)		287,400
35. Port Pirie harbour improvements; and removal of railway tracks from Ellen Street		1,547,800
36. Blackwood primary school (additional buildings)		102,000
37. Edwardstown primary school (additional buildings)		102,000
38. Woodville high school (additional building)		178,000
39. Blackwood high school		233,943
40. Plympton high school		222,920
41. Campbelltown primary school		102,000
42. Darlington primary school		102,000
43. Modbury primary school		102,000
44. Naracoorte South primary school		122,000
45. Seaton Park primary school		102,000
46. Sturt primary school		102,000
47. Keith area school		286,320
48. Kimba area school		260,845

Works.	Amount.	
	£	£
49. Mallala area school		231,120
50. Enfield high school		111,600
51. Taperoo high school		222,920
52. Norwood high school		280,000
53. Gawler high school		345,225
54. Heathfield high school		262,580
55. Gepps Cross girls technical high school		234,000
56. Hendon (Seaton) boys technical high school		263,000
57. Hendon (Kidman Park) girls technical high school		234,000
58. Seaton North primary school		102,000
59. Iron Knob water supply	1,250,000	
60. Elizabeth Downs primary school		215,000
61. Gilles Plains primary school		102,000
62. Stradbroke primary school		228,000
63. Whyalla (Hincks Avenue) primary school		233,000
64. Mount Gambier high school		114,380
65. Angle Park girls technical high school		122,050
66. Mount Gambier technical high school		292,500
67. Booleroo Centre water supply		322,000
68. Vaughan House girls training school		45,878
69. Floodwater drainage of south-western suburbs		2,158,600
70. Monarto South-Sedan railway		—
71. Thevenard bulk wheat bin		280,000
Total		41,954,031

The Hon. F. J. CONDON—Since its establishment the committee has had five chairmen and five secretaries, and the State has been very fortunate in the selection of those officers. The work of the committee has increased tremendously in recent times and the 71 reports and interim reports this year speak for themselves. I am sure that I am supported by the Hon. Mr. Robinson, and the other members of the committee, when I pay a tribute to the excellent work performed by the secretary, Mr. Deane. He has been outstanding and has been a trojan for work. He is thoroughly efficient and has tremendous ability. With him it is a one man job. The only assistance he has is given by a lady typiste. No other department is run so cheaply. I congratulate Mr. Deane on his grand work. Many of the projects approved by the Public Works Committee have yet to be finalized, but during the last 12 months it has recommended and seen built a number of new schools. I hope the Government will heed my remarks today and consider the various matters mentioned.

The Hon. C. R. STORY secured the adjournment of the debate.

HIRE-PURCHASE AGREEMENTS BILL.

In Committee.

(Continued from August 25. Page 784.)

Clauses 18 to 22 passed.

Clause 23—“Application of Part V”.

The Hon. F. J. POTTER—I move—

After “apply” in subclause (1) to strike out the words “to and in respect of every contract of insurance of goods (whether or not the contract includes any other class of insurance) comprised in a hire-purchase agreement”, and to insert in lieu thereof the words “only to or in respect of a contract of insurance of goods (whether or not the contract includes any other class of insurance) where the premium or other sum payable for the cover given by the contract of insurance, or any part of that premium or sum, was included as part of the total amount payable for the goods comprised in a hire-purchase agreement”.

If we accept the amendment the Bill will then be in the same form as the Bill passed in the New South Wales, Queensland and Victorian Parliaments. In other words, it will restore the Bill to the original uniform provision. This clause relates to arbitration in connection with a policy of insurance. Normally, when a person goes to an insurance company and takes out insurance against a particular risk, in the conditions of the policy there is a clause that disputes are to be submitted to arbitration. Subclause (3) of clause 22 says that an agreement made by the parties to a contract of insurance after a difference or dispute has arisen out of the contract of insurance to submit that difference or dispute to arbitration is not binding upon the owner. Earlier in the Bill we inserted provisions whereby the hirer may select his own insurance company. In cases where the hirer has done so I suggest that the normal contract conditions of insurance should apply, that the arbitration clause should

operate in such circumstances, but that the prohibition under clause 22 should not apply where the hirer has selected his own insurance company.

Amendment carried; clause as amended passed.

Clause 24 passed.

Clause 25—"Power of court to restrain re-possession of certain goods from farmer."

The Hon. F. J. POTTER—I move:—

After "farmer" in subclause (1) (b) to insert "and described as such in the agreement".

This is a simple amendment which improves the drafting and which will enable the owner of goods to know at the time when a contract is entered into that he is, in fact, dealing with a person who claims he is a farmer and who will perhaps desire to claim the benefit of this provision at a later stage. I have no objection to the benefits given to a farmer under this clause, but it is not right that such a person should later come to the owner and claim the benefit of the provision when he has not at any stage indicated that he is a farmer.

Amendment carried; clause as amended passed.

Clause 26—"Liens."

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

(3) The provisions of section 41 of the Workmen's Liens Act, 1893-1936, shall not apply to any lien acquired by a worker pursuant to this section.

This is a most important clause and I cannot too strongly stress its importance. It is designed primarily, but not exclusively, to give to a workman, who has done work upon a chattel at the instigation of the hirer, a lien upon that article—that is the right to hold the article until he has been paid for his work. Normally under hire-purchase agreements it is provided, in a determined addition to the agreement, that such a lien is not to be created by the hirer. I believe that would apply in almost all agreements. This clause, however, is designed to do away with that provision, and the only exception that is made is in sub-clause (2) where the lien is not enforceable against the owner if the hire-purchase agreement contains a provision prohibiting the creation of a lien by the hirer and the worker had notice of that provision before doing work upon the goods. The instances when he would have notice would be few and far between because he would have to know whether the goods were under

a hire-purchase agreement, and that is something very few workmen would know. Then he would also have to inquire whether there was a clause in the contract prohibiting the creation of the lien, and this is a second and ancillary step that would hardly ever be taken, even if the first one were taken by the workman. A very special situation exists in South Australia that does not exist in any other State except, to a very limited degree, in Queensland. In section 41 of the Workmen's Liens Act, South Australia has a provision that is virtually unique, namely, that a person who has acquired a lien and is holding the goods against the cost of the work bestowed upon it has an unlimited right to sell.

The Hon. Sir Arthur Rymill—Would that apply to this section?

The Hon. F. J. POTTER—Yes. Under my amendment the right of sale is taken away, but not the right of lien and the clause as originally drafted is not affected, because I am not interfering with that. I merely seek to add another subclause. In other States the workman has no right of sale, except in Queensland where he has, under the Possessory Liens Act, a right of sale limited to £50.

The Hon. Sir Arthur Rymill—What protection would the workman have?

The Hon. F. J. POTTER—He would have the right to hold the goods, which is all he would have in other States, until he was paid either by the hirer or by the owner who wants to get his right back.

The Hon. A. J. Shard—What is wrong with that?

The Hon. F. J. POTTER—Nothing, and I do not complain about that. That is the situation I am creating by the amendment. I am obviating any unfairness that would apply to the owner if the hirer ordered £100 worth of repairs to a motor car and then could not pay for them. There may be a considerable amount of money owing to the owner under the agreement, and if a clause such as this is not inserted the garage proprietor may have the right to sell the goods for the £100 owing to him for repairs. In that case the owner would miss out.

The Hon. Sir Arthur Rymill—Isn't the owner a worker?

The Hon. F. J. POTTER—I think he is a worker according to this and according to my interpretation of the word, but unless some provision such as this is included he will miss out. My amendment is to put in a new set of

circumstances favouring the worker; those circumstances do not exist at the moment. This is primarily between the owner and the hirer. It should not set out to create numerous new statutory rights in favour of workers and garage proprietors and so on, and I think it is important to keep that fact in mind. The Hon. Sir Arthur Rymill asked if it applied to this section. I think it does.

The Hon. Sir Arthur Rymill—There is no harm in putting it in to make certain.

The Hon. F. J. POTTER—No.

The Hon. K. E. J. BARDOLPH—I oppose the amendment, but I compliment the Hon. Mr. Potter on the subtle legal way in which he attempted to explain it. He first admitted that, under section 41 of the Workmen's Liens Act, a special privilege not enjoyed in any other State of the Commonwealth was given to South Australian workmen and by faint praise he lauded the situation contained in that measure. However, his amendment seeks to take that right away from the worker.

The Hon. F. J. Potter—Under a hire-purchase contract.

The Hon. K. E. J. BARDOLPH—If the principle is right in one set of circumstances it is right in all circumstances, and the honourable member should agree with that.

The Hon. F. J. Potter—No.

The Hon. K. E. J. BARDOLPH—A principle cannot be changed by different sets of circumstances. Out of his own mouth the honourable member has condemned his proposed amendment by portraying to the Committee a distinction between the work that may be done under a hire-purchase agreement and the work that may be done under other circumstances. If the work is done and if the worker is entitled to be paid for the work he should be paid for it under the hire-purchase agreement. Mr. Potter has admitted that this amendment is only in respect of work done upon the article. The worker can only hold it and cannot sell it for the work done. That protects the owner. The existing position is as fair in its desire to see equity done to each side as Mr. Potter's proposal is. I do not suggest that he has any sinister desire, but I think he has been badly advised by those who suggested the amendment to him.

The Hon. A. J. SHARD—I oppose the amendment on grounds similar to those outlined by the Hon. Mr. Bardolph. If the position is that the man in the middle the workman—is to be jammed, a position similar to the unprofessional conduct of providing a car on the floor space system, under which the

purchaser had no right, would exist. That practice was condemned recently by the court. In that case a client lost £1,300 because of lack of ethics on the part of the finance company. That position has not been amended, but I believe that the Government has been approached by the Law Society and has also had communications from the judge who presided on that case. It has also had requests from other quarters, but appears to have done nothing to protect the innocent party. This proposal is a replica of that situation. The position in this case is that the finance company provides money to the hirer to buy a car. Something goes wrong with the car and the hirer takes it to a workman who does £100 worth of repairs. The hirer has not the money to pay and under the existing law the workman has the right to hold the car and, if necessary, to sell it to get his £100. This amendment takes all that away from him.

The Hon. F. J. Potter—Only the sale right.

The Hon. A. J. SHARD—That is the real question. The owner takes the car and if he cannot sell it to provide enough for the man who made it roadworthy, that man gets nothing. That is the position of an unfortunate person I know who purchased and paid cash for a car after trading in his own car, and lost £1,300. He gets no sympathy under this legislation, and the only one protected is the finance company. That state of affairs is rotten and should not be permitted to exist. As yet the Government has done nothing to protect the innocent party and if the Committee this afternoon is prepared to allow this amendment and has no thought for the innocent person so that he will be paid for his services, I will not support the amendment. I would like to see the Government rectify the position before the end of this session.

The Hon. Sir ARTHUR RYMILL—Either I did not correctly understand the Hon. Mr. Shard or he has not correctly understood the effect of this amendment, and I think the latter is the case. Subject to the amendment being passed the section will still provide for a security over the vehicle for the person who did the work on it.

The Hon. F. J. Potter—Which is something he has not got now.

The Hon. Sir ARTHUR RYMILL—If the vehicle is sold, he will be paid as he will have a prior security, but he will not have a right of sale. He will have a right under his lien before the hire-purchase company can do anything. If the company sells the vehicle it has to pay

out the whole lien. The only thing taken away is the right to sell himself, which in the case of these goods could be the subject of considerable abuse. I think it is proper this amendment should be carried. The Chief Secretary said that he wanted to retain this Bill as much as possible in the form of the uniform Bill. As the Hon. Mr. Potter pointed out that is the effect of this amendment because this right of sale is unique to South Australia and if it is left in the Bill it will make the Bill have a different application in South Australia from its application in other States, whereas if the amendment is carried it will have the effect of bringing the Bill into line with the uniform Bill. For both reasons therefore I propose to support the amendment. I do not think, in respect of this type of goods, it is proper to give a right of sale to a person holding a lien. It is a very different matter from a property of the nature of a house or building at which the Workmen's Liens Act is aimed. There it is a proposition between the owner and the worker. There is no third party in it at all as there is in this case. The main goods affected by this particular section are goods of a consumer nature, using that in its broadest sense, and it would not be right to give a power of sale in respect of those goods in circumstances where three and not two parties are concerned.

The Hon. F. J. POTTER—What the Hon. Mr. Shard does not realize is that in the example he used of the garage man that man has not at the moment a lien at all and therefore he has not the right of sale because he is prohibited by the hire-purchase agreement from acquiring that lien. This clause gives him something that he has not already got. My amendment goes that one step further but he is not going to be given a *carte blanche*. He will get something under this clause that he is not given now, but he will not be given everything, and that is all my amendment means.

The Hon. S. C. BEVAN—I was not going to rise in this debate until I heard the Hon. Mr. Potter give his explanation of the amendment. I do not agree with it. The purport of this provision is to write something into the Act, as I see it, to safeguard the owner of the goods and he is the only one who will have the right of disposal. Mr. Potter has explained that the purport of his amendment is to give somebody else, which means at the moment the workman, a right which he has not got.

The Hon. F. J. Potter—That is what the clause says.

The Hon. S. C. BEVAN—I am suggesting that what Mr. Potter has attempted to do ever since the Bill has been under discussion is to protect the owner or the hire-purchase company. The honourable member wants us to believe they have all the protection, and now he wants to give someone else some protection. If the hire-purchase companies have all this protection, why is he so anxious to write something else into the Bill which is taking protection away from them and giving it to someone else? The amendment states that every Act and any condition therein in respect of a lien shall not apply in this legislation and that is the safeguard I want to have written into this particular Bill. This amendment is taking away the effectiveness of another Act of Parliament relevant to liens, so that at no time can it be used if the need arises. It has been pointed out that under the Bill as it stands at the moment the workman would have full protection, as he could hold the goods. He certainly cannot sell them because they belong to someone else. While he is holding them he deprives the hirer of their use. I consider that a workman is entitled to redress. As the clause gives a workman some measure of protection, I can see nothing wrong with it.

The Hon. Sir FRANK PERRY—I think that Mr. Potter is correct in his assumption. The right of ownership cannot be taken away altogether. As the clause now stands, a garageman must make inquiries as to the ownership of every vehicle he is asked to repair. The right of ownership should be preserved. I think that Mr. Bevan's suggestion that the amendment would take something away from a garageman or worker is wrong.

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, 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 9 for the Ayes.

Amendment thus carried; clause as amended passed.

Clause 27—"Fixtures".

The Hon. F. J. POTTER—I move—

To strike out "an interest in" in sub-clause (2) and to insert "as purchaser of an estate in fee simple".

This subclause provides:—

the owner shall not be entitled to re-possess goods which have been affixed to a dwelling-house or residence if, after the goods have become so affixed, any person other than the hirer has *bona fide* acquired for valuable consideration an interest in the land without notice of the rights of the owner of the goods. "Interest" can mean interest as mortgagee or a lease. What is covered in my amendment is a person who has a fee simple or acquires a fee simple by purchase.

The Hon. Sir LYELL McEWIN (Chief Secretary)—This matter was debated fairly keenly when the legislation was being considered and it was unanimously agreed that a mortgagee should have some protection as the owner. The clause concerns any person who in good faith acquires any interest in a property where there are fixtures brought under hire-purchase. The amendment would limit the protection to a person who buys such a property. Under the amendment the mortgagee would lose the fixtures even if he had no notice whatsoever. There is no reason why the rights of the mortgagee should not be equally protected. Therefore, I ask the Committee to vote against the amendment.

The Hon. Sir ARTHUR RYMILL—I think that the Chief Secretary's argument is a valid and forceful one, but on the other hand, in the light of the draftsmanship of the clause, there should be some way of excluding the lessee or fee simple by way of a mortgage. Subclause (2) includes the words—goods which have been affixed to a dwelling-house or residence if, after the goods have become so affixed, any person other than the hirer has *bona fide* acquired for valuable consideration an interest in the land without notice of the rights of the owner of the goods.

In that case the owner shall not be entitled to repossess the goods. If a weekly tenant intervenes without notice of the goods being given, that slaughters the right forever of the owner of the goods to repossess them, despite the fact that the lessee has such a minor interest in the goods. Later I propose to move as an amendment to the amendment to add the words "or by way of mortgage".

The Hon. C. D. ROWE (Attorney-General)—As to the position of a person who acquires the interest of a lessee, Mr. Potter suggests that he can purchase only in fee simple. I should like to know his views with regard to the position of the lessee.

The Hon. F. J. POTTER—I agree with the Hon. Sir Arthur Rymill. To extend that provision to a lessee is carrying the matter too

far. I would not object to the interest of the mortgagee being included. It may be a simple way out of it if only lessors are involved.

Amendment negatived.

The Hon. Sir ARTHUR RYMILL—The thing which concerns me is the totality of the clause as it stands. Let us take the instance of the lease, which seems to be the instance which comes most before us. Under the clause if a person takes a lease of property for 12 months it not only forbids the owner from taking repossession of his goods during that period, but from ever taking repossession of them.

The Hon. C. D. Rowe—If they are fixtures?

The Hon. Sir ARTHUR RYMILL—Yes. The goods are still there and should be subject to the hire-purchase agreement. I think my point is a valid one. The clause is absolute and not conditional. Once another person takes a lease, even for a week, it is the end of the owner's right to repossess his goods. I appeal to the Chief Secretary to reconsider this clause. What I propose is an amendment of which I should give some notice, and it will probably take me some minutes to draft one. If progress cannot be reported now, perhaps I could move at a later stage for the recommitment of the clause.

The Hon. Sir LYELL McEWIN—If the honourable member desires time to consider and prepare an amendment it could be provided by our proceeding with the Bill, which has been before us for a long time, and his asking for a recommitment of the Bill later to further consider this clause. Possibly by then he could have his proposed amendment circulated to members.

Clause passed.

New clause 27a—"Regulation of hire-purchase agreements with married persons."

The Hon. Sir ARTHUR RYMILL—On a point of order, Mr. Chairman, is the Committee capable of considering the proposed new clause without rescinding the amendment to clause 3 (2)? I think my point is covered by Standing Order No. 127, as varied by Standing Order No. 142.

The Hon. F. J. Potter—If the honourable member wants an answer to his point of order, I am not going to move the new clause.

The CHAIRMAN—What is the honourable member's point of order?

The Hon. Sir ARTHUR RYMILL—This new clause contains a matter already dealt with, and for it to be considered we must rescind clause 3 (2), according to the Standing Orders I have mentioned.

The Hon. F. J. Potter—I am not going to move the new clause.

The CHAIRMAN—I think that disposes of the matter.

The Hon. K. E. J. BARDOLPH—I understood that Sir Arthur Rymill sought a ruling from you, Mr. Chairman, regarding a clause already dealt with and proposed new clause 27a. The Hon. Mr. Potter said he did not intend to move the new clause, and you, Mr. Chairman, said that disposed of the matter, but I do not think it did because of the point raised by Sir Arthur Rymill.

The CHAIRMAN—The Hon. Mr. Potter does not intend to move the new clause, so there is no need to give a ruling on Sir Arthur Rymill's point of order.

The Hon. K. E. J. BARDOLPH—Mr. Chairman, when Sir Arthur Rymill asked for a ruling you had no indication that the Hon. Mr. Potter did not intend to move the new clause. I would like to have a decision on the matter so that members will know where they stand under the Standing Orders mentioned and how they are to be interpreted in the future. We should not just have members withdrawing their amendments.

The CHAIRMAN—If the proposed new clause dealt with the same matter as the previous clause, which I have not been able to check, the Hon. Mr. Potter would be out of order in moving it. Whether it does deal with the same matter I am not yet in a position to say, and as the question does not arise we will get on with the Bill.

Clause 28—"Avoidance of certain provisions."

The Hon. F. J. POTTER—I move:—

After "to" in subclause (1) (g) to insert "forcibly" and after "such" in subclause (1) (g) to insert "forcible".

This is an important matter, and I explained it fully in the second reading debate; therefore, I will not elaborate on it now to any extent. Clause 13, and indeed the whole Bill, deals with the right given to the owner to repossess for a breach of the agreement on the non-payment of instalments. It is definitely repossession for failure to keep up instalments. In a normal hire-purchase agreement there are other conditions, such as failure to look after the goods, failure to keep goods in the place specified, wilful damage, etc., and breaches in this way are grounds for repossession. If the subclause stands as drafted there will be no way in which the owner can repossess goods for the failure to observe any of these ancillary conditions which provide grounds for repossession. It

seems to me that that goes too far. At present the owner has the right to repossess goods, and he can do so by breaking down doors and smashing windows. The clause provides that in an agreement there must not be any permission to enter premises for the purpose of repossessing goods. If there were a breach of the condition to keep goods in a specific place and there was no failure to meet the instalments, or if there were wilful damage and no failure to pay instalments the owner would not have the right to repossess his goods. The only right he would have would come when the instalments were not paid. It is wrong that he should not be able to repossess his goods peaceably. The only way he could at present obtain his goods would be if they were on a public highway, and that seems to be going too far. There is nothing wrong in allowing a hirer and the owner to contract for a peaceable repossession of goods. Under the amendment a person is prohibited from forcible repossession, but can repossess in a non-forcible way for breaches other than the failure to pay instalments.

The Hon. Sir LYELL McEWIN—This is an important part of the Bill and for that reason I ask the Committee to oppose the amendment. The Bill deliberately states that there shall not be forcible entry, which has been used in the past. It is not desired to leave anything in the Bill to make it possible under a hire-purchase agreement. There have been extremely bad cases in the eastern States. If the amendment is accepted it will make void other provisions under the agreement authorizing the owner or his agent to enter premises for the repossession of goods. There is the ordinary recourse of law, and the clause has been drafted in order to avoid any abuse.

The Hon. F. J. POTTER—I point out that the amendment does not allow forcible entry, only peaceable entry. I have been asked why "forcibly" should be put in. If honourable members read what the provision says they will find the words:—

Any provision in any agreement or other document whereby—

(g) the owner under a hire-purchase agreement or any person acting on his behalf is authorized to enter upon any premises . . .

At this point I propose to insert before the word "enter" the word "forcibly". All I wish to do is to ensure that any provision under an agreement providing for a forcible entry is void. If forcible entry is void peaceable entry must be effective.

The Hon. Sir Frank Perry—I do not believe in forcible entry and if this provision prevents that it is a good provision.

The Hon. F. J. POTTER—That is the point.

The Hon. C. D. ROWE—If subclause (g) is enacted as it stands any provision in the agreement which provides for entry into premises is void. The honourable member wishes to insert “forcible” entry in the clause. If a person wishes to repossess a refrigerator or an article in a home and goes to the home and states that he wishes to repossess the refrigerator, asks for permission to enter the house to get it and is told that he may he could repossess, but if the person at the home says “No, you cannot get it” how could he get the article without forcibly going in because entry has been denied? If entry is denied there must be forcible entry. I think the Committee is justified in accepting the Bill as it is.

The Hon. F. J. POTTER—If the Attorney-General puts it that way that is so. If entry is denied one cannot go in, but let us take the case of a motor car standing in a driveway. A man might go in and drive it away and repossess it in that manner. Peaceable entry is entry without force; without breaking down doors. Repossession may take place without the knowledge of the hirer but, provided it is peaceable, under my amendment it will be allowed and, provided there is no damage to property and the thing can be repossessed without damage to property, I cannot see what is wrong with this. Indeed, if it is not put in I do not know what any owner can do to repossess his goods if the owner of the property refuses permission for him to do so. He could not pick up his goods in any way.

The Hon. Sir Arthur Rymill—He could go to the court.

The Hon. F. J. POTTER—No, because the Act deals only with failure to pay instalments. He could go to the court if the failure is failure to pay instalments but if it is failure to look after goods or failure to keep them in the place specified by the agreement this legislation does not apply and therefore he is left without any remedy if this amendment is not carried.

Amendment negatived; clause passed.

Clauses 29 to 31 passed.

Clause 32—“False statement by dealers in proposals.”

The Hon. F. J. POTTER—I move—

After “months” to insert “provided however that nothing in this section shall affect any civil rights of the hirer”.

I do not wish any legal doubt to arise if there is any false statement made in connection with

a hire-purchase agreement to bring about a contractual relationship when the only remedy provided is for an offence to be created and a penalty to be imposed. I want it to be clear that in addition to this the hirer also has all his civil rights.

The Hon. Sir ARTHUR RYMILL—This clause does not purport to strike at civil rights at all, but is purely concerned with penalties for certain offences, and I think that any provision that does away with the possibility of an ambiguous construction is a good one. I support the amendment.

Amendment carried; clause as amended passed.

Clause 33—“Hirer may be required to state where goods are.”

The Hon. Sir ARTHUR RYMILL—This clause also relates to certain offences and if the Hon. Mr. Potter does not insert the words he did in the last clause possibly a lawyer could contrast this clause with the construction of that clause and argue that, as this clause does not say that nothing shall affect civil rights, it does so affect them.

The Hon. F. J. POTTER—That is possible but I did not give a great deal of attention to this clause because the obvious remedies thought of under clause 32 are remedies in an action for deceit and fraudulent misrepresentation. I think the charges for fraudulent sale or disposal of goods, giving rise to civil claims, are very much less likely to arise than under clause 32, but *ex abundanti cautela* would apply.

Clause passed.

Clauses 34 and 35 passed.

Clause 36—“Power to court to order delivery of goods unlawfully detained.”

The Hon. F. J. POTTER—I move—

To strike out the whole of the existing clause and insert in lieu thereof the following clause:—

36. (1) Upon application to the Court by an owner who is entitled to take possession of any goods comprised in a hire purchase agreement or by any person acting on behalf of an owner, if the court is satisfied that the hirer or any person acting on behalf of the hirer has refused or failed to deliver up possession of the goods on the service of a notice of demand made by the owner or by an agent of the owner authorized in that behalf, and if it appears to the court that the goods are being detained without just cause, the court may order the goods to be delivered up to the owner at or before a time and at a place to be specified in the order.

(2) Any person who neglects or refuses to comply with any order made under this section shall be guilty of an offence against this Act, and the court making the said order may issue

a warrant to the bailiff of the court who, by such warrant, shall be empowered to enforce the said order.

(3) All constables and other peace officers shall aid in the execution of every such warrant.

I dealt with this subject in my second reading speech and do not intend to go into detail now. I do not know how it came to be conceived that this was an adequate suitable procedure for the recovery of goods retained by a hirer. I do not know why one should first go to the local court, obtain an order which he then has to go to the trouble of serving, and then have to switch over to the summary jurisdiction court to have a person fined for disobedience of the order obtained in another court when no provision is made at all for the recovery of chattels which are being unlawfully detained. Under my amendment this procedure in the court of summary jurisdiction is eliminated. I have obtained some fairly recent advice on the operation of the law in New South Wales where there is a provision similar to this and I find that after three months' operation of the Bill in that State tremendous difficulties are being encountered with the summary jurisdiction procedure. My clause will provide for the same procedure to be adopted, but if there is failure on the part of the hirer to deliver the goods under the court's order then all that the owner does is to go back to the local court and ask for the usual warrant to the bailiff to enforce the order of the court. That follows ordinary local court procedure for the recovery of goods, and I do not think it needs further explanation. If clause 36 is amended, whether or not my amendment offends against the principle of uniformity, I do not think it would be long before the other States adopted the same sort of procedure that I am suggesting.

The Hon. Sir Frank Perry—Subclause (3) is a big addition.

The Hon. F. J. POTTER—No, it is taken purely and simply from the Local Courts Act. I did not devise that. It means if a warrant is issued to the bailiff of the local court of Adelaide the bailiff of the local court of Gladstone may execute the warrant. In other words it circulates throughout the State. There is nothing sinister about that.

The Hon. C. D. Rowe—If it is in the Local Courts Act you do not need it here.

The Hon. F. J. POTTER—Yes, because the Local Courts Act deals with warrants of execution and this is a special warrant issued under the provisions of this Act. It merely allows the warrant to be executed by any policeman or bailiff of any local court.

Amendment carried; clause as amended passed.

Clause 37—"As to service of notices".

The Hon. Sir LYELL McEWIN moved—

At the end of subclause (1) to add "provided that it shall be a sufficient compliance with this paragraph if a notice under section 4 of this Act has been sent by ordinary post".

Amendment carried; clause as amended passed.

Clauses 38 to 40 passed.

New clause 40a.

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

"40a. The costs of any proceedings or application in relation to any matter arising under this Act shall be in the discretion of the court."

This amendment is important because in this Bill nothing has been put in dealing with the question of legal costs. The amendment leaves it to the court in every case to exercise its discretion as to whether it will award costs on the merits of the application. Similar provisions have worked admirably for many years under the Landlord and Tenant (Control of Rents) Act.

New clause inserted.

Clauses 41 and 42 passed.

Clause 43—"Regulations."

The Hon. F. J. POTTER—I move—

After "regulation" where first occurring to insert "determine what court or courts shall have jurisdiction in any matter arising under this Act and may".

The amendment will enable the Governor to make regulations for carrying the Act into effect. The court is defined in clause 2 as a local court of full jurisdiction, but something further than this will be necessary, because it will be essential to limit the jurisdiction of a particular local court. If we were arguing on the question of a hire-purchase agreement on a motor car in Adelaide, it would be stupid to have it dealt with in the local court of Gladstone.

The Hon. Sir Arthur Rymill—This is consequential on your new clause 36?

The Hon. F. J. POTTER—Yes. We must have this amendment. It is possible under the provisions of the Local Courts Act for the individual courts having jurisdiction to make rules of court. I suggest to the Government that it would be useful in dealing with applications under this Act for consideration to be given to rules of court allowing certain of the minor applications to be made to the clerk of the court rather than to the magistrate in every instance.

Amendment carried; clause as amended passed.

Clause 44 passed.

New clause 44a.

The Hon. Sir LYELL McEWIN moved to insert the following new clause—

“44a. Notwithstanding anything contained in the Trading Stamp Act, 1924-1935, or any other Act, it shall not be unlawful for a person, on the sale of or in connection with the sale or advertisement of any goods, to promise, offer, or give to any person who hires those goods, as a condition of the purchase of the goods at any time during the hiring, an allowance based upon the amount of any rent, hire or instalments paid as rent or hire.”

New clause inserted.

Clause 45—“Minimum deposits”.

The Hon. Sir ARTHUR RYMILL—During the second reading debate I referred to this clause and Part VII which relates to minimum deposits. I do not propose to repeat all I said, but I pointed out that we all know that in this tendency to strike a minimum, the minimum becomes the main so to speak, and we will encourage no higher deposit than 10 per cent being given if we pass this clause. I pointed out also that various types of goods demand various deposits, because there is a variation in the human element. Some people

are credit worthy and already get goods on credit without any hire-purchase agreement. Why should not those people have hire-purchase on no deposit, the same as they can buy other goods on no deposit? In relation to certain types of goods 10 per cent might be far too small a deposit and, although this is the minimum deposit provided for, it tends to become the maximum. People develop competition on that sort of basis, as we have seen under many Acts including the Prices Act, where the maximum has become the minimum. If we are to have any deposit clause at all, there should be a deposit varying with the nature of the goods, the amount to be specified for each type of goods; some goods should have a minimum deposit of 30 per cent, others 20 per cent, and others again 10 per cent. With some goods there should be no deposit at all when a person is credit worthy. I propose to vote not only against the clause, but against the remainder of this part of the Bill. I therefore move:—

To strike out the whole of Part VII.

Amendment carried; clauses 45 to 48 negatived.

First schedule.

The Hon. Sir ARTHUR RYMILL—I move—

To strike out all words after “relating to” and to insert—

.....			
(description of goods)			
The cash price of the goods is	£	:	:
You are also required to pay for—			
Maintenance	£	:	:
Freight	£	:	:
Vehicle registration	£	:	:
Insurance for months	£	:	:
<hr/>			
Sub-total	£	:	:
You may deduct from these—			
The amount paid for deposit .. £	:	:	
Add allowance on trade-in of .. £	:	:	£
<hr/>			
Residue	£	:	:
To which must be added—			
Terms charges	£	:	:
<hr/>			
Total rent payable	£	:	:
The full amount payable by you for the goods is the amount obtained by—			
Adding to the amount in the sub-total above namely £	:	:	
the terms charges above namely £	:	:	£
<hr/>			
The difference between the cash price of the goods and the total amount you will have to pay is therefore	£	:	:
<hr/>			

Your rent is payable by the following instalments:—
(insert number, amount, and intervals of instalments).

This is consequential on my amendment in clause 3 (2).

Amendment carried; schedule as amended passed.

Second schedule.

The Hon. F. J. POTTER—I move—

In paragraph (a) to strike out the words “a copy of the agreement and” and to strike out “a copy or a” and to strike out “them” and insert “the same” and insert new paragraph (a1) as follows:—

(a1) You are entitled to a copy of the agreement at any time if you make a written request and forward the sum of five shillings to the owner for the same.

This is consequential on an amendment already passed concerning the payment of 5s. for a copy of an agreement.

Amendment carried; schedule as amended passed.

Third and fourth schedules passed; title passed.

The Hon. Sir ARTHUR RYMILL moved—
That clause 27 be reconsidered.

The Hon. F. J. CONDON moved—
That clause 45 be reconsidered.

The CHAIRMAN—Sir Arthur Rymill is in order in moving the reconsideration of clause 27, because there was no amendment made to this clause. However, Mr. Condon will have to move for the recommittal of the Bill, because clause 45 was struck out in the previous Committee.

The Hon. Sir ARTHUR RYMILL—I move—
That clause 27 be reconsidered.

Will the Minister consider reporting progress at this stage so that I can draft an amendment that I previously discussed with him?

The Hon. Sir LYELL McEWIN moved—

That progress be reported, and the Committee have leave to sit again on motion.

The Hon. F. J. CONDON moved—
That Part VII be recommitted.

The CHAIRMAN—The time to do that is before I leave the Chair to come back again. The motion before the Chair is that the Committee report progress and have leave to sit again on motion.

The Hon. Sir Lyell McEwin’s motion carried.

The Hon. F. J. CONDON moved—

That Part VII be recommitted for reconsideration.

The CHAIRMAN—The Hon. Mr. Condon will have his opportunity a little later.

Progress reported; Committee to sit again on motion.

Later:

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

That consideration in Committee be resumed.

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

That the Bill be recommitted with a view to reconsidering Part VII as printed.

The PRESIDENT—We cannot recommit until we get to the end of the Bill and the Bill has been reported with amendments.

The Hon. Sir Lyell McEwin’s motion carried.

In Committee.

Clause 27—“Fixtures”.—reconsidered.

The Hon. Sir ARTHUR RYMILL—I move—

After “land” in subclause (2) to insert “as purchaser in fee simple or as mortgagee or encumbrancee”.

I have nothing to add to what I said previously, except to perhaps clarify the position. This clause appears to cover everyone who has a real interest in the land and fixtures, but excludes lessees who have no real interest in the fixtures except for a limited period. I move the amendment because if such words are not inserted the way is left wide open for a hirer of fixtures to avoid the conditions of his contract. By putting in a stooge lessee for a week he would be able to avoid those conditions.

Amendment carried; clause as amended passed.

Bill reported with amendments and Committee’s report adopted.

Bill recommitted.

Part VII—“Minimum deposits.”—reconsidered.

The Hon. F. J. CONDON—In my opinion there has been some misunderstanding of this Part. I thought the Government would take some action because of what occurred in another place. Clause 45 is important and was inserted in the other place. I thought the Government would support its retention here. I and my colleagues are opposed to its exclusion.

The Hon. Sir LYELL McEWIN—When the motion to delete the Part was moved I did not speak as the matter was not challenged. I accepted the motion because the Part was not in the Bill when introduced in another place. The insertion of the Part was there opposed by the Government, and it was adopted as the result of some confusion. I conceded the points raised when Sir Arthur

Rymill proposed that Part VII be deleted. That is the attitude I adopt now.

The CHAIRMAN—There is nothing before the Chair.

The Hon. K. E. J. BARDOLPH—The Opposition thought that the Government would accept the Bill as it came from another place. We have supported it, and it will be agreed that Labor members have attempted to be fair to both hirer and owner. It appears to me, and I think to my colleagues, that when the Bill goes back to the popular Chamber it will be totally different from the Bill that came to us. I am surprised at the attitude adopted by the Government representatives in this place. They have accepted amendments to the Bill which cut across the principles accepted at three Commonwealth conferences, and at which our Government gave an assurance to the other States that it would bring in legislation providing for uniformity.

The Hon. C. D. Rowe—This clause wasn't in the original Bill.

The Hon. K. E. J. BARDOLPH—But it was inserted in another place. The Attorney-General will agree that there were two proposals from the conference: the first regarding interest rates, and the second regarding deposits. Those questions were left to the States to determine, and they have already been determined in another place.

The CHAIRMAN—Is the honourable member moving anything?

The Hon. K. E. J. BARDOLPH—I am supporting the Leader of the Opposition on the recommittal.

The CHAIRMAN—You may support him, but he didn't move anything either.

The Hon. K. E. J. BARDOLPH—If that is your opinion, the Opposition has no chance of voicing its opinion.

The Hon. F. J. CONDON moved—That Part VII be reinserted.

The Committee divided on the motion:—

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

Noes (11).—The Hons. Jessie Cooper, L. H. Densley, E. H. Edmonds, G. O'H. Giles, A. C. Hookings, Sir Frank Perry, W. W. Robinson, C. D. Rowe, Sir Arthur Rymill (teller), C. R. Story and R. R. Wilson.

Majority of 7 for the Noes.

Motion thus negatived.

Committee's report adopted.

Bill read a third time and passed.

COUNTRY HOUSING ACT AMENDMENT BILL.

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

STATUTES AMENDMENT (PUBLIC SALARIES) BILL (No. 2).

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

PUBLIC FINANCE ACT AMENDMENT BILL.

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

MILE END OVERWAY BRIDGE ACT AMENDMENT BILL.

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

AMUSEMENTS DUTY (FURTHER SUSPENSION) BILL.

Second reading.

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

That this Bill be now read a second time.

This short Bill will further suspend the levy of amusements duty under the Stamp Duties Act until July 1, 1964. Under the existing legislation amusements duty will automatically come into force again on July 1 of next year. As honourable members know, the collection of this duty has been suspended since entertainment tax was imposed by the Commonwealth as a wartime measure in 1943. Although this tax was abolished in 1953 the State did not re-enter the field and therefore since it is not the policy of this Government at present to re-impose amusements duty this Bill is introduced for the further suspension until the end of June in 1964.

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

CELLULOSE AUSTRALIA LIMITED (GOVERNMENT SHARES) BILL.

Second reading.

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

That this Bill be now read a second time.

Its object is to enable the Treasurer to take up at par a number of notes and shares proposed to be issued to existing shareholders by Cellulose Australia Limited. Honourable members will recall that in 1938 the Government, following statutory authority, took up some £23,273 worth of shares in this company which was formed for the purpose of setting up a

factory to manufacture cellulose paper and board. The object of the Government's action was to assist in the establishment of an important industry in the South-East. In pursuance of its policy, the Government gave further assistance to the company during the early years of its existence and by 1951 the company, being in a position to seek fresh capital and release the Government from a guarantee which it had given, offered to its shareholders additional shares which the Government, again following statutory authority, duly took up. Since 1951 the company has operated successfully and has expanded. In 1957 Parliament authorized the Treasurer to participate in an issue of shares on a one for two basis in the company and the total holdings of the Government now stand at 69,342 shares.

The company has now intimated to its shareholders that it proposes to expand still further and proposes to issue within the next few months three £1 convertible notes at par for every two ordinary shares held or the equivalent in notes of 5s.; the notes would carry interest at eight per cent and would probably have a duration of four years. In addition, the company proposes to offer towards the end of next year new ordinary £1 shares or the equivalent in 5s. shares at par on the basis of

three for two. On these proposals the Government would be entitled to convertible notes of a total face value of £104,013 and ordinary shares of the like total face value at par at a total cost of £208,026. Although the market value of the Government's rights is conjectural, the present market indications are that they could be worth over a quarter of a million pounds as the £1 shares have lately been quoted and sold at over £6 each. It is the view of the Government that it should exercise its rights rather than sell them. As I have said, the company has operated most successfully. It is a considerable user of our forestry products and an important employer of labour in the South-East. It requires capital for expansion, plans for which have been shown by careful investigation to be commercially sound and in the interests of development of the State's resources. I commend the Bill which will enable the Government to take up its rights, the cost to be paid out of moneys standing to the credit of the Loan Fund.

The Hon. K. E. J. BARDOLPH secured the adjournment of the debate.

ADJOURNMENT.

At 5.22 p.m. the Council adjourned until Wednesday, August 31, at 2.15 p.m.