Queensland

Parliamentary Debates
[Hansard]

Legislative Assembly

THURSDAY, 28 SEPTEMBER 1933

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Mr. SPEAKER (Hon. G. Pollock, *Gregory*), took the chair at 10.30 a.m.

QUESTIONS.

APPLICATIONS FOR ADVANCES FROM AGRICULTURAL BANK.

Mr. CLAYTON (*Wide Bay*), for Mr. SPARKES (*Dalby*), asked the Secretary for Agriculture—

"Since 31st March last, how many applications for advances from the Agricultural Bank have been—(*a*) approved; (*b*) refused; and what is the number under consideration?"

The SECRETARY FOR AGRICULTURE (Hon. F. W. Bulcock, *Barcoo*) replied—

"(*a*) 604; (*b*) 275; and (*c*) 68."

PRICES OF FLOUR AND BREAD IN BRISBANE.

Mr. WALKER (*Cooroora*) asked the Secretary for Labour and Industry—

"What is the present price of flour and bread in Brisbane?"

The SECRETARY FOR LABOUR AND INDUSTRY (Hon. M. P. Hynes, *Townsville*) replied—

"The present price of flour, Brisbane, is £9 7s. 6d. per ton, and the fixed price of bread is 4½d. per 2-lb. loaf cash at bakehouse, shop, or delivered."

PRICES OF KEROSENE.

Mr. CLAYTON (*Wide Bay*), for Mr. SPARKES (*Dalby*), asked the Secretary for Labour and Industry—

"In view of the substantial drop in petrol prices, will he have an investigation made into the prices of kerosene for lighting and particularly for power purposes?"

The SECRETARY FOR LABOUR AND INDUSTRY (Hon. M. P. Hynes, *Townsville*) replied—

"Yes."

FEES AND ALLOWANCES TO MEMBERS OF BUREAU OF INDUSTRY.

Mr. MOORE (*Aubigny*) asked the Premier—

"1. What fees have been prescribed for the members of the Bureau of Industry?

"2. How many meetings of the Bureau has each member attended, and what is the total amount of—(*a*) fees; (*b*) other expenses and allowances received by each to date?"

The PREMIER (Hon. W. Forgan Smith, *Mackay*) replied—

"1. No fees have been prescribed.

"2.—

——	Meetings Held.	Meetings Attended.
Hon. W. Forgan Smith, President	6	5
J. D. Story, Vice-President	6	6
J. B. Brigden, Director	6	6
W. H. Austin	6	6
J. D. Bell	6	6
J. P. Bottomley ..	6	5
R. J. Carroll	6	5
G. M. Colledge (appointed 26th May, 1933)	2	1
J. R. Kemp	6	4
J. C. Lamont	6	5
W. L. Payne	6	5
Professor H. C. Richards	6	4
W. J. Riordan ..	6	5
A. H. Smith (died 1st April, 1933)	2	2
E. F. Sunners ..	6	5
R. J. Webster	6	4

These attendances do not include meetings of the various committees and subcommittees which include non-members of the Bureau, who are also unpaid. Most of the work is done informally.

"No fees, allowances, or expenses have been paid or are payable to members of the Bureau or to members of any committees or subcommittees of the Bureau."

RULES OF COURT AND REGULATIONS UNDER COMPANIES ACT, 1931.

Mr. MAXWELL (*Toowong*), for Mr. MAHER (*West Moreton*), asked the Attorney-General—

"1. Is he aware that Rules of Court and Regulations under 'The Companies Acts, 1863 to 1913,' are still being used despite the operation of 'The Companies Act of 1931,' causing much inconvenience to commercial and legal interests?

"2. When will the Rules of Court and Regulations under the 1931 Act be drawn up and made available?"

The ATTORNEY-GENERAL (Hon. J. Mullan, *Carpentaria*) replied—

"1 and 2. 'The Companies Act of 1931' provides that until revoked and except as varied under the powers of that Act, the general rules, regulations, and orders, and scales of fees under the repealed Acts or under any regulations thereunder in force at the commencement of that Act and the Rules of Court in force at the commencement of that Act respectively, shall so far as they are not inconsistent with that Act continue in force until altered, modified, or superseded under that Act. The Act was proclaimed in force on 21st March, 1932. On that date an important Rule of Court was promulgated, applying the Rules of the Supreme Court for the time being in force and the general practice of the Supreme Court (including the course of procedure and practice in Chambers), so far as same are applicable and not inconsistent with the Companies Act, to all causes, proceedings, and matters under the Companies Act pertaining to the Supreme Court. An Order in Council of 30th June, 1932, also prescribed certain forms in regard to various matters under the Act. These rules and forms are published in Appendix III. of the 1932 Statutes at pp. 14449 et seq. Up to the present time I have had no requests for any further rules, nor any complaints in regard to the matter either from the department or from the legal profession, or from the commercial, business, or industrial community. Consideration, however, is being given to the consolidation of the rules."

PAPERS.

The following paper was laid on the table, and ordered to be printed:—

Annual Report of the Queensland Meat Industry Board for the year ended 30th June, 1933.

The following paper was laid on the table:—

Regulation No. 31, and amended Regulations Nos. 16 and 18 under "The State Transport Act of 1932."

PERSONAL EXPLANATION.

BREAKING OF "PAIR."

Mr. DANIEL (*Keppel*) [10.35 a.m.], by leave: I wish to make a personal explanation. Owing to a misunderstanding I regret that I voted in a division yesterday when "paired." I wish to inform the House that it was not my desire to be "paired," but I consented to "pair" with the hon. member for Enoggera on account of his ill health.

MAIN ROADS FUND TRANSFER APPROVAL BILL.

THIRD READING.

The SECRETARY FOR PUBLIC WORKS (Hon. H. A. Bruce, *The Tableland*): I move:—

"That the Bill be now read a third time."

Question—"That the Bill be now read a third time"—put; and the House divided:—

AYES, 27.

Mr. Barber	Mr. Hynes
,, Brassington	,, Keogh
,, Bruce	,, King, W. T.
,, Bulcock	,, Larcombe
,, Conroy	,, Llewelyn
,, Cooper	,, Mullan
,, Copley, P. K.	,, O'Keefe
,, Dash	,, Smith
,, Foley	,, Stopford
,, Funnell	,, Williams
,, Gair	
,, Gledson	*Tellers:*
,, Hanlon	,, Copley, W. J.
,, Hanson	,, Waters
,, Hayes	

NOES, 23.

Mr. Barnes	Mr. Plunkett
,, Bayley	,, Roberts
,, Brand	,, Russell
,, Clayton	,, Swayne
,, Deacon	,, Taylor, C.
,, Edwards	,, Tozer
,, Fadden	,, Walker
,, Kenny	,, Wienholt
,, King, R. M.	
,, Maxwell	*Tellers:*
,, Moore	,, Costello
,, Nicklin	,, Daniel
,, Nimmo	

PAIRS.

AYES.	NOES.
Mr. Bedford	Mr. Sizer
,, Taylor, G. C.	,, Grimstone
,, Pease	,, Maher
,, Wellington	,, Morgan
,, Collins	,, Peterson

Resolved in the affirmative.

PERSONAL EXPLANATION.

BREAKING OF "PAIR."

Mr. BEDFORD (*Warrego*) [10.42 a.m.], by leave: I wish to make a personal explanation. I did not receive notice that I had been "paired" and I ask that my recent vote be not recorded.

Mr. SPEAKER: The circumstances are unusual. I take it that no hon member would wish to vote in a division if it was known to him that he had been "paired." Is it the pleasure of the House that the vote of the hon. member for Warrego should be expunged from the division list?

HONOURABLE MEMBERS: Hear, hear!

TRADE COUPONS BILL.

THIRD READING.

The ATTORNEY-GENERAL (Hon. J. Mullan, *Carpentaria*) I move:—

"That the Bill be now read a third time."

Question put and passed.

Hon. G. Pollock.]

HIRE-PURCHASE AGREEMENT BILL.

COMMITTEE.

(*Mr. Hanson, Buranda, in the chair.*)

Clause 1—"*Short title and commencement*"—agreed to.

Clause 2—"*Interpretation*"—

The ATTORNEY-GENERAL (Hon. J. Mullan, *Carpentaria*) [10.47 a.m.]: The Opposition have circulated an amendment on this clause, but apparently the Leader of the Opposition does not desire to move it.

Mr. MOORE: Your projected amendment will cover it.

The ATTORNEY-GENERAL: That is so. I move the following amendment:—

"On page 1, line 18, after the word—

'hirer'

insert the words—

'or as may be prescribed.'"

The clause deals with the venue of trial, which the clause states shall be at a place "nearest to the residence of the hirer," but on considering the matter I am of opinion that the fairer course is to move the amendment, which will mean in effect that the magistrates court rules will apply in most cases. I think that meets the case and is satisfactory to all parties concerned.

Mr. R. M. KING (*Logan*) [10.48 a.m.]: I take it that the alteration will embody the amendment of which notice was given by the Opposition but which has not been moved?

The ATTORNEY-GENERAL: That is the intention.

Amendment (*Mr. Mullan*) agreed to.

The ATTORNEY-GENERAL (Hon. J. Mullan, *Carpentaria*) [10.48 a.m.]: I move the following amendment:—

"On page 1, lines 19 to 23, omit the words—

'Moreover the court shall have jurisdiction notwithstanding that the consideration expressed in the hire-purchase agreement in respect of the chattel or chattels in question may exceed two hundred pounds;'

and insert in lieu thereof the words—

'The Magistrates Court, constituted by a police magistrate sitting alone, shall have exclusive jurisdiction where the consideration expressed in the hire-purchase agreement in respect of the chattel or chattels in question does not exceed two hundred pounds:

'Provided that where such consideration exceeds two hundred pounds, but does not exceed two thousand five hundred pounds, either the Supreme Court or Magistrates Court, constituted as aforesaid, shall have jurisdiction.'"

As the Bill stood the magistrates court had jurisdiction up to £2,500, but as we propose to amend that provision the magistrates court will have exclusive jurisdiction up to £200 only, there will be a dual jurisdiction both by the magistrates court and the Supreme Court from £200 up to £2,500, and in excess of £2,500 the Supreme Court will have exclusive jurisdiction.

Amendment (*Mr. Mullan*) agreed to.

Mr. MOORE (*Aubigny*) [10.51 a.m.]: I would like a little information. With regard to amounts over £200 must there be an agreement between the parties as to which court to resort to?

The ATTORNEY-GENERAL (Hon. J. Mullan, *Carpentaria*) [10.52 a.m.]: A person exercising his right under the Bill must go to the magistrates court in regard to an amount up to £200. From £200 to £2,500 it is optional for either party, and above that amount the Supreme Court has exclusive jurisdiction.

Clause 2, as amended, agreed to.

Clause 3—"*Construction of Act*"—

Mr. R. M. KING (*Logan*) [10.53 a.m.]: I move the following amendment:—

"On page 2, lines 44 and 45, omit the words—

'based on the payments and/or instalments made by the hirer thereunder'

and add the following new subclause—

'(4) Notwithstanding the provisions of any Act or law nothing herein contained shall give the hirer the right to sell, mortgage, or dispose of the equity in the chattels by this Act created or to sell mortgage or dispose of the chattels while still under hire-purchase agreement without the consent in writing of the owner.'"

I would like to refer to the value of the hire-purchase system to the community generally. Under this system originally a hire-purchase agreement would have had to be registered as a bill of sale, which would have the effect of giving publicity to a person's private transactions, and perhaps, result in that person declining to take advantage of the system. With the object of preventing this situation as far as possible by avoiding the publication of registration, a special provision was inserted in the Bills of Sale Act, which is not in the Bill, providing that any person who is ordinarily carrying on the business of a hire-purchase merchant should not be compelled to register a hire-purchase agreement under that Act as a bill of sale. That was done with the object of exempting transactions of that nature from registration, and, therefore, preventing publicity from being given to a man's private affairs. It would appear therefore that the evolution of the hire-purchase agreement may be traced to the fact that the hirer of chattels from the owner disliked the registration of a bill of sale over chattels purchased by him, and the resulting diminution of credit by the publication of the registration of the bill of sale in the "Mercantile Gazettes." So the owners of chattels, to meet the hirers, evolved the present system of hire-purchase agreements which enables an owner to hire out chattels to the hirer upon terms that the property in the goods does not pass until all the instalments are paid, and that possession may be resumed by the owner upon default made by the hirer. Moreover, in most hire-purchase agreements the hirer has an option but not an obligation to purchase. That is the real reason why a hire-purchase agreement is only looked upon as an agreement to hire with an option of purchase if the hirer can meet all his instalments. The Commonwealth courts have accepted this view of the

hire purchase agreement, and construe the agreement as being one of hire only until the actual payment of the full amount of the instalments, and the exercise by the hirer of his option to purchase, by this means taking the agreement out of the provision of the Factors Act, which governs agreements to sell and provides that any person may, under an agreement for purchase, give to a third party a good title to the goods purchased by him under such an agreement.

If the present Bill is passed without amendment it would appear that the hirer of goods would be purchasing the goods under an agreement for purchase, and, therefore, would be enabled to give a good title to any purchaser of these goods from the hirer bona fide and without notice of the owner's claim to the goods. It is true that the Bill, by section 10, provides that the hirer shall be guilty of an offence if he unlawfully conceals, sells, pawns, or disposes of any chattels comprised in the hire-purchase agreement with intent to deprive the owner thereof of his ownership or possession or right to possession, but if the agreement comes within the provisions of the Factors Act it would apparently be lawful for him to dispose of the goods to a third person if the transaction was bona fide between both hirer and purchaser, and not a conspiracy to deprive the owner of possession of the property. For this reason I move the amendment. This Bill is really introducing a new proposition of law altogether. Up to the present time the law relating to hire-purchase agreements has not vested in the hirer of the chattels any legal or equitable status whatever. Under the Factors Act an agreement for sale gives to the purchaser an equity to sell. The clause should be amended as I have suggested so as to extend protection not only to the owner of the goods but also to the general public.

The CHAIRMAN: I would point out to the hon. member that the amendment embodies two different principles, and I suggest that he first move the earlier part of his amendment containing the first principle.

Mr. R. M. KING: I will do that, Mr. Hanson.

Amendment, by leave, withdrawn.

Mr. R. M. KING (*Logan*) [11.2 a.m.]: I move the following amendment:—

> "On page 2, lines 44 and 45, omit the words—
>
> 'based on the payments and/or instalments made by the hirer thereunder.'"

The ATTORNEY-GENERAL (Hon. J. Mullan, *Carpentaria*) [11.3 a.m.]: I followed the remarks of the Deputy Leader of the Opposition very closely and I was glad to note that he recognised that a very big principle is involved in the Bill. That is also recognised by the Brisbane Chamber of Commerce. In a letter to me the chamber states that it approves of the underlying principle of the Bill. That underlying principle is to give, for the first time in the legal history of Queensland, an equity to the hirer. I am afraid that whilst the Deputy Leader of the Opposition recognised that principle in the earlier part of his remarks he overlooked it in the latter part of his speech. When the Bill becomes law the equity in the goods will not remain solely with the owner, as the Deputy Leader of the Opposition would have us believe. There will be two parties to the transaction, each of whom will probably possess an equity and it may be that the equity of the hirer will be greater than the equity of the owner. The hirer may have paid off four-fifths of the total cost and would thus be entitled to a bigger interest in the chattel than the owner. Yet it is proposed by the amendment that he should be restricted in his legal rights in respect of his equity. The Bill lays down a fair basis when it states—

> "Based on the payments and/or instalments made by the hirer thereunder, and a right of relief to the hirer in accordance with this Act."

That is quite a fair basis, and there is not much danger of the occurrence of the things to which the Deputy Leader of the Opposition has referred. Clause 10 sets out that a hirer who disposes of any of the goods shall be guilty of a criminal offence. Surely that is sufficient protection.

Mr. RUSSELL: It is not quite enough!

The ATTORNEY-GENERAL: I think it is. I have discussed this point with persons who are seized with the importance of the Bill. I have, for example, submitted to them the case of a hirer who paid four-fifths of the cost involved. I have shown that where the hirer has paid four-fifths, entitling him to an equity of four-fifths and leaving an equity of one-fifth to the owner I would not be justified in accepting the amendment. It would not be fair to the hirer of the goods. The argument would apply if the hirer possessed no equity. We must discard that idea altogether, and approach this Bill from the viewpoint that a hirer has an equity under a hiring agreement in proportion to his payments. I cannot see my way clear to accept the amendment.

Mr. RUSSELL (*Hamilton*) [11.6 a.m.]: We recognise that the hirer should have some equity in goods subject to a hire-purchase agreement. That is a tremendous advantage which the hirer did not possess before. Nevertheless, we do not think the owner should be placed in an unsatisfactory position. If the hirer at any time attempts to sell or transfer goods purchased under a hire-purchase agreement it is only fair to offer this extra protection to the owner—that the hirer shall not be allowed to transfer or sell such goods without the consent of the owner. Having granted this enormous concession to the hirer we should protect the owner to that extent. The Brisbane Chamber of Commerce, after consultation with the Minister, could see that the Government were not prepared to vary the principle in the Bill. While the business men of the community are prepared to go a long way with the Government—fair traders recognise the justice of conferring an equity on the hirer under hire-purchase agreements—they do not want a one-sided agreement whereby the hirer gets all the advantages and the owner all the disadvantages. Clause 10 certainly provides a penalty for a criminal act, but that is not sufficient. If the hirer does sell the goods he would be guilty of a criminal offence, but that does not place the owner in any better position inasmuch as the new purchaser cannot be compelled to return them. That is why we

want this protection afforded to the owner. Seeing that the hirer has had an enormous concession granted to him, the amendment should appeal to the Minister as reasonable and it will in nowise affect the principle at stake. We do not want the owner to be penalised altogether.

Mr. MOORE (*Aubigny*) [11.9 a.m.]: Not only must the owner of hire-purchase goods be considered, but also the individual who may purchase the equity. He does not know what equity he is purchasing. Although the Minister stated that the Bill provides that after 50 per cent. of the value of the goods has been paid there is an equity in the hirer, we do not know what that equity is because a great deal depends on the value of the article to be re-possessed. Some things are very valuable at the date of purchase, but by the time 50 per cent. of their purchase price has been paid, that value may have completely disappeared. The Minister himself knows that the value of certain musical instruments, wireless sets, and motor cars quickly depreciates. It is very different in such cases for a third party to know what the equity of the hirer is. The owner then should have the right to know the purchase price of the equity.

There is an obligation on Parliament to see that the community is protected in such cases. It is only reasonable that if an equity is of problematical value the owner should have the right to know what is being done with the equity which the other man is given the right to buy. That will not hamper the individual selling it. It only allows all three parties to the transaction to know the exact position which is a reasonable thing. If a person leases a house he cannot sublet it without the approval of the owner. The principle here is much the same, and I cannot see that the Bill will be damaged, or that any restriction will be placed on the individual who has the equity if the amendment is accepted, because it only gives the third party—the intending purchaser—the right to know exactly where he stands.

The ATTORNEY-GENERAL (Hon. J. Mullan, *Carpentaria*) [11.12 a.m.]: I admit the force of the argument that all parties should know exactly what the position is. Naturally we have considered that point, and provision will be made in the regulations whereby both parties will have to be notified. My quarrel was with the position which arose when the owner sold his equity without telling the purchaser anything. The Leader of the Opposition has instanced the case where the position was reversed.

Amendment (*Mr. R. M. King*) negatived.

Clause 3, as read, agreed to.

Clause 4—"*Power of owner on default by hirer*"—

Mr. RUSSELL (*Hamilton*) [11.15 a.m.]: I move the following amendment:—

> "On page 3, after line 7, insert the following new paragraph—
>
> (*a*) Sue for any instalments of hire and interest in arrears or for damages for breaches of any of the conditions of the hire-purchase agreement."

While there are various remedies in this clause that could be adopted by the owner, it is doubtful whether he would have the power to sue for any instalments and interest in arrears or for damages for breaches of any of the conditions of the hire-purchase agreement. When we are conferring an equity on the hirer which he did not possess before, we do not want to put the owner in any worse position than he is in to-day. The hirer having had the use of the chattels should be liable to pay. Will the clause prevent the owner from suing in the circumstances that I have mentioned? If the Minister will give the assurance that the owner will not be precluded from suing, then I will not press the amendment.

The ATTORNEY-GENERAL (Hon. J. Mullan, *Carpentaria*) [11.16 a.m.]: I hope the hon. member will not press the amendment. At all events, I am afraid I cannot accept it. The position contemplated by the clause only arises in the case of default by the hirer. Quite a number of remedies are provided for the owner in the case of default by the hirer, and the remedy proposed by the hon. member for Hamilton would not be available until after fourteen days' notice had been given of default by the hirer. As regards instalments in arrears, the owner has his remedy of selling the chattels in payment of the amount due to him and handing the balance to the hirer. The South Australian Act, which has been in operation since 1931, contains no such provision as is desired by the hon. member. That legislation, like the Bill we are passing to-day, is more or less experimental, and I would not be prepared to accept the amendment before the legislation as drafted had been given a trial. I think the amendment is too drastic. It might enable an owner to harass a purchaser unnecessarily. Take a farmer who has bought a valuable farming implement, a machine which has perhaps cost £200. He may have paid off £150 and then, through some technical breach of the conditions of the agreement, may be sued for breach of agreement. The owner can harass a man who has a large equity and, by means of litigation costs, almost destroy his equity. I think this would be a dangerous provision to insert in the Bill. This is experimental legislation and we ought to give it a trial and, at the same time, minimise, as far as possible, litigation on either side.

Mr. R. M. KING (*Logan*) [11.19 a.m.]: This Bill provides for the protection of the hirer and imposes certain obligations on the owner before he can exercise his remedies. I take it that the Bill simply deals with an owner who desires to enforce the conditions of his contract for hire or avail himself of his remedy, that is, for example, to enter upon any land, and so forth. It appears to me that this Bill does not abrogate the right which the owner has against the hirer in respect of other remedies in regard to rent due and so forth. I take it that he can still obtain a verdict for the amount and execute judgment.

The ATTORNEY-GENERAL: There is no prohibition in the Bill against other remedies.

Mr. R. M. KING: There is no prohibition in the Bill which, I take it, does not provide remedies in lieu of those which the owner has at the present time, but gives remedies which govern and restrict him with respect to the seizure and sale of goods in which the hirer has an equity. Whatever right the owner has as between debtor and creditor, with regard to a contract for hiring, he has the right still and can pursue the

remedy. I take it that the remedies which the owner of goods already has will still be available to him. I would like to know from the Minister whether I am correct in my view.

Amendment (*Mr. Russell*) negatived.

Mr. RUSSELL (*Hamilton*) [11.23 a.m.]: Several amendments to this clause have been foreshadowed. I had intended to move an amendment on line 21 to insert, after the word "auction," the words "or private treaty." I do not know why the amendment was not printed but the Minister knows what our object is.

The ATTORNEY-GENERAL: I am accepting the amendment of the hon. member for Cunningham, which covers your suggested amendment.

Mr. RUSSELL: Then I will not proceed with my amendment.

Mr. DEACON (*Cunningham*) [11.23 a.m.]: I move the following amendment:—

"On page 3, line 21, after the word—

'auction'

insert the words—

'Provided that, if such chattels, when offered by public auction, cannot be sold at a price being not less than the amount owing on them by the hirer under the hire-purchase agreement, together with the expenses incurred in connection with such sale, sell or re-hire them as aforesaid by private contract.'"

Amendment (*Mr. Deacon*) agreed to.

Mr. RUSSELL (*Hamilton*) [11.25 a.m.]: I move the following amendment:—

"On page 3, after line 21, insert the following paragraph:—

'(*c*) Supply to the hirer a statement setting out his detailed valuation of the chattels comprised in the agreement, of which he has re-taken possession, and at the same time tender to the hirer the amount (if any) due to him (after payment of expenses) in accordance with such valuation. The hirer, if he is dissatisfied with such valuation, may appeal to the court as provided in subsection eight hereof.'"

The ATTORNEY-GENERAL (Hon. J. Mullan, *Carpentaria*) [11.26 a.m.]: I will accept that amendment.

Amendment (*Mr. Russell*) agreed to.

Mr. RUSSELL (*Hamilton*) [11.27 a.m.]: I have two other amendments to propose in clause 4. Subclause 2 of the clause provides—

"Notice of sale or re-hiring as aforesaid shall be given by the owner to the hirer at least fourteen days before the date fixed for such sale or re-hiring."

We desire to alter that provision. Further on, on line 35, it specifies that at any time between the date of such notice and the date of such re-sale or re-hiring the hirer may redeem the goods. Some confusion may be caused by these two provisions. If the clause is read literally the date of the re-sale or the re-hiring has to be stated in the notice. It is impossible for the owner to give notice of the date of re-sale or re-hiring, and we consider that fourteen days' notice of his intention to re-sell or re-hire should be sufficient, whereas it is provided in the clause that in addition to notice of his intention to re-sell or re-hire he must give also the date of such re-sale or re-hiring. The insertion of these formal amendments will make the clause much clearer. At present it is somewhat cumbersome. I think the amendments must meet with the approval of all hon. members, and that the Minister on second thoughts will see the justice of my contention. I move the following amendment:—

"On page 3, lines 30 to 32, omit the words—

'Notice of sale or re-hiring as aforesaid shall be given by the owner to the hirer at least fourteen days before the date fixed for such sale or re-hiring,'

and insert in lieu thereof the words

'Fourteen days' notice of intention to sell or re-hire as aforesaid shall be given by the owner to the hirer.'"

The ATTORNEY-GENERAL (Hon. J. Mullan, *Carpentaria*) [11.30 a.m.]: The intention of the clause is to give as much notice as possible to the hirer of the goods. He must have fourteen days' notice of re-possession of the goods, and after the seizure of the goods he must have fourteen days' notice of the sale thereof. I have discussed this matter at considerable length with the Brisbane Chamber of Commerce and with the officers of my department. The Chamber of Commerce has not convinced me that its method is better than the clause and for that reason I am not prepared to make a change. No principle is involved.

Mr. RUSSELL: It coincides with the idea of private treaty.

Mr. R. M. KING (*Logan*) [11.31 a.m.]: This clause is very involved. It sets out that the owner of the goods must give fourteen days' notice before he can re-possess the goods and that he must give a further fourteen days' notice of sale. The wording of the clause presupposes that the sale has been made, and it would perhaps be better to insert the word "intended" before the word "sale."

The ATTORNEY-GENERAL: I think that would get over the whole difficulty.

Mr. R. M. KING: I agree with the hon. gentleman.

The ATTORNEY-GENERAL (Hon. J. Mullan, *Carpentaria*) [11.32 a.m.]: I am not prepared to accept the amendment moved by the hon. member for Hamilton. If he is prepared to withdraw his amendment and allow the Deputy Leader of the Opposition to move the amendment suggested by him, I would be prepared to accept the new amendment.

Mr. RUSSELL: I am prepared to withdraw my amendment.

Amendment, by leave, withdrawn.

Mr. R. M. KING (*Logan*) [11.33 a.m.]: I move the following amendment:—

"On page 3, line 30, after the words—

'of'

insert the word—

'intended.'"

Amendment agreed to.

The ATTORNEY-GENERAL (Hon. J. Mullan, *Carpentaria*) [11.34 a.m.]: I move the following amendment:—

"On page 3, line 36, after the word—
'amount'
insert the words—
'which would have been.'"

This is a consequential amendment.

Amendment agreed to.

The ATTORNEY-GENERAL (Hon. J. Mullan, *Carpentaria*) [11.35 a.m.]: I move the following amendment:—

"On page 3, line 37, omit the word—
're-taking'
and insert in lieu thereof the words—
'redelivery to him if there had been no default under the hire-purchase agreement.'"

The amendment provides that the hirer shall pay the whole of the amount due.

Amendment agreed to.

Mr. RUSSELL (*Hamilton*) [11.36 a.m.]: I move the following amendment:—

"On page 3, after line 48, insert the following proviso:—
'Provided always that the owner shall be entitled to refuse to re-hire any chattels so re-taken in the event of the hirer being, in the owner's opinion, an unsuitable person to whom to re-hire the chattels. The hirer, if dissatisfied with the owner's decision, shall have the right within seven days of such decision to apply to the court for an order that the owner do re-hire the chattels to the hirer.'"

This amendment should commend itself to the Minister.

The ATTORNEY-GENERAL: No, it is very drastic.

Mr. RUSSELL: I am rather surprised that the Minister should be somewhat obdurate. We desire to give the owner power to refuse to re-hire any chattels that have been re-possessed. It is recognised that some persons are prepared to take advantage of the hiring of chattels without fulfilling the conditions of the hiring agreement. The resulting evils may be specially great in respect of chattels that require to be cared for and carefully handled in order that their value may not depreciate. In discussing the matter with the Minister we pointed out how in actual practice such goods as furniture and cooking utensils were at times treated very roughly and so damaged that they very greatly depreciated in value, and that on re-possession their further disposal was consequently almost impossible. In such cases the owner is subject to considerable loss. No great principle is at stake in the amendment. It is a necessary precaution for the sake of the owner that he should have the option the proviso indicates.

The ATTORNEY-GENERAL (Hon. J. Mullan, *Carpentaria*) [11.39 a.m.]: The amendment is altogether too drastic and I could not think of accepting it. A contract entered into between the owner on the one hand and the hirer on the other continues, notwithstanding the fact that the owner may have repossessed the goods, because the Bill provides a remedy for the hirer who may have an equity in them. The owner must first give the hirer fourteen days' notice of his intention to seize the goods. Before the expiry of the additional period of fourteen days which must elapse before the owner can sell the seized goods the hirer may be able to raise the necessary finance to enable him to keep his contract. It would be absurd under such circumstances to permit the owner to refuse to take that money and refuse to give back the goods notwithstanding that the hirer had previously paid four-fifths of their total value.

Mr. R. M. KING: The amendment gives the hirer power to seek the protection of the court.

The ATTORNEY-GENERAL: The hirer in such circumstances should not be compelled to go to the court on a matter in which the action of the other party might be obviously unjust. The owner is at liberty to say "I will not enter into any other hire-purchase agreement with this man, as he is very unsatisfactory in his dealings," but the contract originally made between them is not terminated by the seizure of the goods because the Bill provides for its continuance, and for a remedy on the part of the hirer. That remedy is that if he pays the balance of the money owing on the goods within a specified time he gets his goods back.

Mr. MOORE: Does "re-hiring" mean that he may re-hire to somebody else?

The ATTORNEY-GENERAL: Yes, but there would be no re-hiring for fourteen days. After that period of time the owner could re-hire or auction the goods. In practice no reputable business house would use the power given in the amendment.

Amendment (*Mr. Russell*) negatived.

Mr. R. M. KING (*Logan*): I move the following amendment:—

"On page 3, line 49, after the word—
'of'
insert the word—
'intended.'"

Amendment (*Mr. R. M. King*) agreed to.

The ATTORNEY-GENERAL (Hon. J. Mullan, *Carpentaria*) [11.41 a.m.]: I move the following amendment:—

"On page 3, after line 52, insert the following new paragraph:—
'A notice so posted shall be taken to have been given at the time when the registered letter would in the ordinary course be delivered.'"

This is an additional precaution in the event of litigation.

Amendment (*Mr. Mullan*) agreed to.

The ATTORNEY-GENERAL (Hon. J. Mullan, *Carpentaria*) [11.45 a.m.]: I move the following amendment:—

"On page 4, line 4, after the word—
'chattels'
insert the words—
'(being more than one article).'"

It is provided in this subclause that where 50 per cent. or more of the purchase price has been paid by the hirer, the owner cannot seize the whole of the goods, but only such proportion of them as is equitable. During the previous debates it was suggested that it would be very embarrassing to apply

such a provision in the case of a piano or a valuable piece of agricultural machinery.

Mr. R. M. KING: And in the case of a motor car.

The ATTORNEY-GENERAL: Obviously it was never intended to apply to a motor car, or to the other articles I have mentioned; but to remove all doubts on the matter I have moved this amendment.

Amendment (*Mr. Mullan*) agreed to.

Mr. MOORE (*Aubigny*) [11.46 a.m.]: There appears to me to be surplusage in subclause 3, and I move the following amendment:—

"On page 4, lines 8 to 15, after the word—

'section'

omit the words—

'the owner shall not have the right to re-take all of such chattels under such hire-purchase agreement or agreements, but only such of such chattels as shall represent a fair and reasonable value at the date of re-taking for the amount still owing by the hirer under the hire-purchase agreement or agreements, and the balance of the chattels not so re-taken shall become the property of the hirer.'"

It seems to me that the hirer and the owner should have a right to come to an agreement on any basis they deem equitable. Supposing that a suite of furniture is involved, the value may be depreciated to a considerable extent by removing portion of it. I am sure that no party would wish to depreciate the value in those circumstances, but the subclause makes it obligatory upon the owner to take portion of the goods. If an agreement cannot be arrived at between the owner and the hirer, let them go to the court; but it is possible that in circumstances such as I have stated there would be no difficulty in making an agreement. To lay down that some only of the chattels must be taken is, to my mind, detrimental both to the owner and the hirer. When you have pieces of furniture that are made to match, their value very often depends on their being kept together. It would be reasonable and achieve exactly what the Minister wants if he deleted the words I have read.

The ATTORNEY-GENERAL (Hon. J. Mullan, *Carpentaria*) [11.50 a.m.]: All that the clause seeks to do is to give the hirer of the goods some protection. Even if he has paid only half the value of the goods, that does not give the owner the right to seize them all. Some of the goods might be indispensable articles of household furniture, and it would be a very unfair thing if they were all taken. What we say is that the owner can seize only the proportion of the goods represented in his equity. This is merely a precautionary clause. Arrangements may be entered into by the owner and hirer as to what chattels shall be taken. In ninety-nine per cent. of cases there would be a mutually satisfactory arrangement between the parties. We want to give the hirer his undoubted rights so that the owner cannot come in and seize all the furniture and leave him with an empty house.

Mr. R. M. KING (*Logan*) [11.52 a.m.]: I am sorry the Minister will not accept the amendment, because it would pave the way to an amicable settlement between the owner and hirer without the owner stepping in and seizing any goods at all. The object of the amendment is to try to get the parties first of all to come to an amicable arrangement. If they cannot come to an arrangement they have the right to go to the court to decide what chattels the owner shall take and what he shall leave.

The ATTORNEY-GENERAL: In my opinion, by accepting your amendment we would be definitely waiving the right of the hirer.

Mr. R. M. KING: I am sorry the Minister cannot accept the amendment, because it would pave the way to an amicable arrangement between the owner and hirer.

Amendment (*Mr. Moore*) negatived.

The ATTORNEY-GENERAL (Hon. J. Mullan, *Carpentaria*) [11.55 a.m.]: I move the following amendment—

"On page 4, line 20, after the word—

'the'

insert the words—

'owner or.'"

Amendment agreed to.

The ATTORNEY-GENERAL (Hon. J. Mullan, *Carpentaria*) [11.56 a.m.]: I move the following amendment:—

"On page 4, after line 40, omit the words—

'(*b*) In payment of the unpaid balance of the moneys payable under the hire-purchase agreement;

and insert in lieu thereof the words—

'(*b*) In payment of the unpaid balance of the moneys which would have been payable under the hire-purchase agreement by the hirer to entitle him to the full ownership of the chattels;'"

The amendment has substantially the same effect as the clause but is clearer.

Amendment agreed to.

Mr. MOORE (*Aubigny*) [11.58 a.m.]: I move the following amendment:—

"On page 4, line 48, omit the word—

'six'

and insert in lieu thereof the word—

'twelve.'"

The ATTORNEY-GENERAL: I accept that amendment.

Amendment agreed to.

Mr. MOORE (*Aubigny*) [11.59 a.m.]: I move the following amendment:—

"On page 4, line 51, omit the word—

'six'

and insert in lieu thereof the word—

'twelve.'"

The ATTORNEY-GENERAL: I accept the amendment.

Amendment agreed to.

Mr. RUSSELL (*Hamilton*) [11.59 a.m.]: I move the following amendment:—

"On page 5, lines 13 to 19, omit the paragraph—

'Provided that where the proceeds of such sale or re-hiring are paid to the owner by way of instalments, such owner shall from time to time out of such proceeds remit such proportion of such proceeds as shall be paid to such owner to the hirer, as may be mutually agreed upon between the owner and

Mr. Russell.]

the hirer, and, in the case of any dispute, according to the order of the court.' "

A provision that the owner shall, on realisation, account for all instalments and shall give to the hirer a portion of each instalment when collected is not reasonable. It would probably mean that the hirer would get some money to which he might not be entitled on final account. The clause provides that as the instalments come in a proportion must be set aside for the hirer. What would be the position if on eventual realisation there was a loss to the owner and he had already paid instalments which he really ought not to have paid? I recognise the objects that the Minister has in view, but I think that before any instalments are paid to the original hirer the equity of the owner should be settled first, and that what is then over should be handed to the hirer. That would be a much simpler process than the one devised in this proviso.

The ATTORNEY-GENERAL (Hon. J. Mullan, *Carpentaria*) [12.2 p.m.]: I cannot accept the amendment. The object of the proviso is to enable the hirer to secure a proportion of the money which comes in from the re-hiring. The hon. member for Hamilton seems to forget the underlying principle of the Bill.

Mr. RUSSELL: No.

The ATTORNEY-GENERAL: The underlying principle of the Bill is that both parties have an equity. An owner may repossess the goods and re-hire them in accordance with this Bill, but we want to have it established that at the time of re-hiring the owner is entitled to an equity and the hirer is also entitled to an equity. One man has as much right to his equity as the other, and when the proceeds of the re-hiring commences to come in equitable portions of each should go to the respective parties on a pro rata basis. They may hold equal equities—"fifty-fifty" as the saying is. So why not give them shares of the proceeds on a "fifty-fifty" basis as they come in? There is nothing wrong with that. I hope that the hon. member will not press his amendment. I thought that it had been abandoned.

Mr. RUSSELL: Oh, no!

Amendment (*Mr. Russell*) negatived.

Clause 4, as amended, agreed to.

New clause 4A—"*Special cases before commencement of this Act*"—

The ATTORNEY-GENERAL (Hon. J. Mullan, *Carpentaria*) [12.5 p.m.]: I move the following amendment:—

"On page 6, after clause 4, insert the following new clause:—

'(4A.) Where, with respect to any hire-purchase agreement to which this Act applies, an owner has since the first day of September, one thousand nine hundred and thirty-three, exercised against the hirer such powers and done such acts which, if this Act were in operation as from such date, would be contrary to its provisions, the hirer may apply to the court for an order setting aside the exercise of such powers or the doing of such acts, and reinstating the parties as nearly as may be in their former positions, and the granting to the hirer the relief under this Act as if the exercise of the power or the doing of such act had not been exercised or done.

'At any application the court, after taking all the matters referred to in sections three and four of this Act and to all other relevant considerations, may in its discretion grant such relief to the hirer as it shall deem fit and proper under the circumstances, or it may refuse any such application; and all the powers, authorities, and jurisdiction of the court under this Act shall, mutatis mutandis, apply and extend accordingly:

'Provided that no application to the court under this section shall be heard by the court unless the application is made within two months from the commencement of this Act.' "

The object of this amendment is to protect a hirer where the owner has, since this legislation was first mooted, taken steps to enforce the rights which he possesses under the existing law.

Mr. R. M. KING: It is simply making it retrospective to 1st September?

The ATTORNEY-GENERAL: Yes.

New clause (*Mr. Mullan*) agreed to.

Clause 5—"*Contracting out*"—

The ATTORNEY-GENERAL (Hon. J. Mullan, *Carpentaria*) [12.8 p.m.]: I move the following amendment:—

"On page 6, line 33, after the word—

'agreement'

insert the words—

'entered into after the commencement of this Act.' "

This amendment makes it clear that the clause only affects agreements entered into after the Act becomes operative. It merely clarifies the clause. It is very unlikely that there will be any cases to which it will apply because the Act will come into operation in a week or so.

Amendment (*Mr. Mullan*) agreed to.

Clause 5, as amended, agreed to.

Clause 6—"*Responsibility for agents' statements not to be negatived*"—

Mr. RUSSELL (*Hamilton*) [12.10 p.m.]: I move the following amendment:—

"On page 6, line 37, omit the words—

'Any statement contained in a hire-purchase'

and insert in lieu thereof the words—

'In respect to any legal proceedings taken within three months of the date of entering into a hire-purchase agreement any statement contained in such.' "

This clause provides that any statement contained in a hire-purchase agreement to the effect that the owner is not responsible for any representations, promises, etc., of an agent, representative, or servant of the owner shall be void and of no effect. Whilst we desire to protect the hirer against irresponsible statements made by agents and others, we think that in common justice there should be a time limit after which it will not be possible for the hirer to take action in respect of them. It is not fair that an erroneous statement should be held over the head of the owner for an indefinite period. If it is so this clause will work very unfairly. If an employee died or left his employer's service it might be almost

impossible, owing to lapse of time, to get evidence from the person making the sale. The Minister will, I am sure, admit the justice of our representations.

The ATTORNEY-GENERAL (Hon. J. Mullan, *Carpentaria*) [12.12 p.m.]: This clause is a facsimile of the South Australian provision on the matter, so that apparently it has not been thought advisable to do in South Australia what the hon. member for Hamilton wants to do here. If the seller of any article is guilty of misrepresentation to the hirer, the latter should have some redress. It is a question of how long it would take the hirer to find out whether any misrepresentation had taken place, so that his remedy would not be removed.

Mr. RUSSELL: Three months ought to be sufficient.

The ATTORNEY-GENERAL: In some cases it might take longer than that. I agree, of course, that it is unfair that a seller should have hanging over his head indefinitely the possibility of an action being taken against him for misrepresentation, but the period of three months stated in this amendment is too short. For example, where a man purchased a milking machine it might take him more than three months to get it established in working order——

Mr. TOZER: The delay would be neglect on his part.

The ATTORNEY-GENERAL: The hirer might have an excellent excuse for the delay. However, to show that I am reasonable in the matter, I am prepared to accept the hon. gentleman's amendment if he will alter the three months to twelve months.

Mr. RUSSELL (*Hamilton*) [12.14 p.m.]: I would have preferred to make it six months, but as the Minister has been very fair throughout I shall gladly accept his suggestion.

Amendment, by leave, amended accordingly.

Mr. EDWARDS (*Nanango*) [12.15 p.m.]: I appreciate what the Minister has stated in this matter because I can cite cases where even twelve months is not sufficient within which legal proceedings may be taken in the case of misrepresentation. For example, a man may purchase some harvesting machinery when his crop prospects are good, but after the purchase and before the opportunity is afforded him to test it out, the crop may have become damaged through storm or other causes. It may not be possible for him to test that machine out until the following year, and in that case the amendment would be of no avail to the hirer. Such a case as I have mentioned came under my notice where a man purchased a new type of binder which he could not use in his first year of purchase but which when he used it in the second year fell to pieces. Clearly there had been misrepresentation in that instance, because the machine was not capable of doing the work it was warranted to do. The period there was more than twelve months, because when he signed the agreement it was the beginning of April, and the chances are that he did not try it again until the following season.

Mr. W. T. KING: That is an extraordinary case.

Mr. EDWARDS: It may be. There are other cases similar to that. A plough may be hired, and when it comes to the time for ploughing a drought similar to the 1902 drought may set in and last a year. There may be hundreds of cases of that description where machines are let out under hiring agreements. In certain districts it would be impossible to use them owing to the hardness of the ground until rain came on. In my opinion the clause would be better omitted altogether as it is dangerous. There is no doubt that in many cases agents make misrepresentations, and in many cases machines and engines are sold on misrepresentations.

Amendment (*Mr. Russell*), as amended, agreed to.

Clause 6, as amended, agreed to.

Clause 7—"*Liability for fraud, etc.*"—

Mr. RUSSELL (*Hamilton*) [12.21 p.m.]: I move the following amendment:—

> "On page 6, line 47, omit the words—
> 'or purporting to act.'"

This clause has a very wide application. It states—

> "No term of any agreement (whether entered into before or after the commencement of this Act) shall prevent a hirer from claiming or being awarded damages or any other relief for fraud or misrepresentation of the owner or any person acting or purporting to act on behalf of the owner in connection with any transaction of hire purchase."

That may lead to abuse. We certainly desire to hold the owner or agent responsible for misrepresentation or fraudulent practices, but it would be very difficult to deal with the man who perpetrated the act. Whom does the Minister propose to "rope in" under this clause? It is hard on the owner to be held liable for misrepresentation made by a party who has no connection whatever with him. It is quite possible that statements may be made by a person who misrepresents him by stating that he is acting on behalf of the owner. I think the owner is put in a very invidious position if he is expected to accept the responsibility of a malicious statement made by irresponsible persons who probably had no connection with the owner in the transaction. It is quite enough for him to be held responsible for his own sins or the sins of his agent without being called upon to foot the bill for misrepresentations or fraudulent practices indulged in by irresponsible persons. It is quite possible that such cases may occur. The clause is far too wide, and I hope the Minister will see the wisdom of deleting the words I suggest, which are not only very objectionable, but also unnecessary to the object he has in view of holding the owner or his agent responsible for fraudulent practices.

The ATTORNEY-GENERAL (Hon. J. Mullan, *Carpentaria*) [12.24 p.m.]: The clause provides that no term of any agreement shall prevent a hirer from claiming or being awarded damages because of misrepresentation by an owner or any person acting for him. Connivance between the owner and some other individual might be trumped up, to the disadvantage of the hirer. There will be no hardship. After all, the court will decide the question when it comes before it, and all surrounding circumstances will be taken into consideration.

Mr. RUSSELL: What about the trouble and expense?

The ATTORNEY-GENERAL: There will be no trouble. The usual facilities are provided in agreements of this kind. There is really no harm in the clause, and the point is not worth arguing.

Amendment (*Mr. Russell*) negatived.

Clause 7 agreed to.

Clauses 8 and 9 agreed to.

Clause 10—"*Penalty for fraudulent disposition of goods*"—

Mr. RUSSELL (*Hamilton*) [12.27 p.m.]: I move the following amendment:—

> "On page 7, line 26, after the word—
> 'agreement'
> insert the following words:—
> 'or without the consent in writing of the owner removes any of the said chattels from the place of location specified in the said agreement.'"

The object of this is to prevent a good deal of the malpractice that exists to-day, particularly with regard to motor cars. Everyone knows that the police have great difficulty in tracing people who steal motor cars, many of which are removed from the State. I think it is a reasonable proposition that goods that are covered by hire-purchase agreements should not be removed from the location agreed upon between the parties without the consent of the owner. There should not be any difficulty on the part of the hirer in obtaining the permission of the owner to remove goods or chattels from one place to another, and the owner should have reserved to him the right of having the goods retained at a reasonable location. I do not think any owner would refuse his consent to the removal of goods covered by the hire-purchase in certain circumstances. I do not think the amendment would penalise the hirer or interfere with his equity or any other of his rights, whilst it would give much-needed protection to the owner. The acceptance of the amendment would prevent a continuance of the practice of removing goods from one location to another without the consent of the owner, so that sometimes they are lost sight of altogether. That applies particularly to motor cars. I think this is a most reasonable request.

The ATTORNEY-GENERAL (Hon. J. Mullan, *Carpentaria*) [12.29 p.m.]: This proposal is too drastic altogether. Clause 10 was specially provided to protect owners. The clause reads—

> "If any person unlawfully conceals, sells, pawns, or disposes of any chattels comprised in a hire-purchase agreement with an intent to deprive the owner thereof of his ownership or possession or right to possession, he shall be guilty of an offence, and on conviction shall be liable to a penalty not exceeding one hundred pounds or to imprisonment for any term not exceeding six months."

That is, for being fraudulently in possession of goods. That amply protects the owner. The hon. member wants to go further and to insist that the written consent of the owner shall be obtained before goods can be removed from one house to another. I think that would be carrying the matter too far. We have inserted a clause specially providing for a penalty for the fraudulent disposition of goods by the hirer or the purchaser, and that affords ample protection for the owner.

Amendment (*Mr. Russell*) negatived.

The ATTORNEY-GENERAL (Hon. J. Mullan, *Carpentaria*) [12.30 p.m.]: I move the following amendment:—

> "On page 7, line 27, after the word—
> 'possession'
> where it secondly occurs, insert the words—
> 'or obstructs the owner or his servant or agent in exercising any right of such owner under this Act of re-possession.'"

The amendment provides further protection to the owner in the event of his re-possession of the goods.

Amendment (*Mr. Mullan*) agreed to.

Clause 10, as amended, agreed to.

Clauses 11 to 13, both inclusive, agreed to.

Clause 14—"*Application in camera*"—

Mr. MOORE (*Aubigny*) [12.32 p.m.]: This clause reads—

> "Any application made under this Act shall be heard by the court in camera, unless in any particular case the court decides in its discretion that the matter should be heard in open court."

I do not see why there should be any discrimination in this matter between the hire-purchaser and the ordinary purchaser of a machine, furniture, or an instrument. There is no tender feeling for the credit of the individual in the latter case. His credit is supposed to be sufficiently sound to warrant the seller entering into the transaction and should he default he is proceeded against in open court. Now it is proposed that a hire-purchaser who deliberately signs an agreement and then defaults is to be allowed to have his case heard in camera unless the court otherwise decides. I do not see the purpose of the clause. Cases are heard in open court for a two-fold purpose—first, to act as a deterrent to others who may be prepared to do similar things; secondly, so that the public may know exactly what is taking place and thereby be deterred from entering into foolish agreements. This alone will probably deter the owner from embodying too drastic conditions in an agreement. There would not be the same objection to the clause if it were the common practice to hear cases of ordinary default in camera. During the discussion of a similar provision on the Money Lenders Act Amendment Bill it was contended that the credit of the individual would be damaged if his case were heard in open court. Publicity in these matters is for the protection of the public. If an ordinary purchaser is proceeded against for default it becomes known to other trades and to the public generally that he has failed to meet his obligations, and that is a warning to the business people that they should take care before extending further credit to him. The whole basis of British justice is that proceedings shall be conducted in open court so that the public will be protected by the knowledge that they gain. Publicity has always been to the advantage of the public and that is why the court requires a substantial reason before deciding that a matter shall be heard in camera. There are certain cases, such as maintenance cases, where it is to the advantage of the public that they should be heard in camera, but the court hesitates to exercise its discretion to hold other cases in camera.

The Financial Emergency Act, which has been cited in favour of the provision in the Bill, was an entirely new class of legislation introduced under abnormal circumstances. It conferred on people, who, through no fault of their own, were placed in a very difficult position, power to apply to a court for relief and enabled that court to hear the case in camera. This Bill comes right out into the open and says that applications under it shall be heard in camera, but that the court may, when an extraordinary reason exists, decide to hear the case in open court. I move the following amendment—

"On page 7, line 46, omit the word—

'unless'

and insert in lieu thereof the word—

'if.'"

The hearing of these cases in court is of advantage to the community, because other traders desirous of entering into agreements of this sort should know the terms and conditions of the case and the reasons which brought about the default or misrepresentation. The amendment will give the court power to say that all applications shall be decided in open court unless it considers that it will be of advantage to the public and the individual concerned to hear it in camera.

The ATTORNEY-GENERAL (Hon. J. Mullan, *Carpentaria*) [12.38 p.m.]: I cannot accept the amendment for exactly the same reasons for which I refused a similar amendment moved by the Leader of the Opposition on the Money Lenders Bill. If we were to differentiate as between the two measures an anomalous position would arise. The Money Lenders Bill also deals with hire-purchase agreements, and that Act permits the court to hear all applications in camera unless it otherwise determines. The magistrate can exercise his judgment in a similar manner under this Bill and hear applications in open court if he considers that it is in the interests of the public to do so. To conform to what we have done in the Money Lenders Bill it is necessary that a similar provision should be inserted in this Bill. That is the difficulty I have in not accepting the amendment.

At 12.40 p.m.,

Mr. W. T. KING (*Maree*), one of the panel of Temporary Chairmen, relieved the Chairman in the chair.

Mr. R. M. KING (*Logan*) [12.40 p.m.]: I appreciate the difficult position in which the Minister finds himself, but two wrongs do not make a right.

The ATTORNEY-GENERAL: I don't say that I was wrong in the other case.

Mr. R. M. KING: I shall point to reasons which will tend to show that the Attorney-General is wrong in his attitude. An ordinary hire-purchase agreement is, first, exempted from the publicity of registration—it need not be registered. Then, if a hirer defaults he is again afforded protection from publicity. Suppose the hirer purchased a quantity of furniture for a house. He has a well-furnished house. Nobody, except the owner and hirer, is aware that the furniture has been bought under a hire-purchase agreement. To all other parties that furniture appears to be the property of the tenant—there is nothing to indicate otherwise. If legal proceedings are taken in court for the purpose of making the hirer conform to his agreement, he is protected from publicity. I am sure the Attorney-General can visualise the difficulties that may arise where a person, who has a well-furnished house of which he is to all intents and purposes the owner, enters into certain obligations with a trader for the supply of goods and necessaries. The trader may supply the goods on credit on the assumption that he is dealing with the man who has a well-furnished house. There is no publicity to show that the hirer is not the owner.

The ATTORNEY-GENERAL: If you really believe that you should not be supporting the amendment of the Leader of the Opposition, but rather moving an amendment that will provide for publicity in all cases.

Mr. R. M. KING: It is for the protection of the community that we desire publicity. The Bill distinctly says that the cases shall be heard in camera unless the police magistrate otherwise directs. There may be no evidence before the magistrate on which he could otherwise direct, and in that event he will not go against the express direction in this legislation. The provision is rather a blot on this Bill, and I think it would be in the interests of everyone if the Attorney-General accepted the amendment.

Amendment (*Mr. Moore*) negatived.

Clause 14, as read, agreed to.

Clause 15—"*No appeal*"—

The ATTORNEY-GENERAL (Hon. J. Mullan, *Carpentaria*) [12.45 p.m.]: I move the following amendment:—

"On page 8, line 1, before the word—

'Any'

insert the words—

'Subject as hereinafter mentioned.'"

The necessity for that amendment will be seen in an amendment which I shall move later.

Amendment (*Mr. Mullan*) agreed to.

The ATTORNEY-GENERAL (Hon. J. Mullan, *Carpentaria*) [12.46 p.m.]: I move the following amendment:—

"On page 8, after line 4, insert the following proviso:—

'Provided that in connection with any hire-purchase agreement, where the purchase price exceeds one hundred pounds, an appeal shall lie and shall be deemed to be an appeal under the provisions of "The Magistrates Courts Act of 1921," and the provisions of such lastmentioned Act shall, mutatis mutandis, apply and extend accordingly.'"

No appeal was provided in the Bill as originally submitted to the Committee, but on reconsideration of the matter and as a result of representations from interested parties, I have come to the conclusion that where the amount involved is over £100 it is advisable to permit of an appeal.

Mr. R. M. KING (*Logan*) [12.47 p.m.]: We are appreciative of the hon. gentleman's attitude in this matter, but he might have gone further and provided that an appeal may lie in respect of amounts under £100. At the second reading stage I stressed that the Magistrates Courts Act gave the right of appeal to the Supreme Court in all cases of £20 and upwards, and in cases under £20 where an important principle of law or justice was involved. If it applies there

it should apply equally here, because these matters are just as important as little breach of contract cases involving £20 or upwards decided by the magistrates court, and in which there is a right of appeal. These matters are just as important as others which come under the jurisdiction of the magistrates court.

The ATTORNEY-GENERAL: Are you aware that under the Financial Emergency Act passed by your Government a hire-purchase agreement is a mortgage, and it could go before the court on that basis?

Mr. R. M. KING: I know that perfectly well, but during that time of national crisis financial measures were adopted by all the States of the Commonwealth to meet the national emergency.

The ATTORNEY-GENERAL: It is still operating in connection with hire-purchase agreements; they are mortgages.

Mr. R. M. KING: The Attorney-General having held out the olive branch might be a little more generous and bring down the amount from £100 to £50. Even that minimum would be a good deal higher than the amount prescribed in regard to appeals in other cases from the magistrates court. Just as important questions of law and fact are involved in connection with hire-purchase agreements as in cases of breach of contract or wrongs involving a sum of £20 tried in the magistrates court.

The ATTORNEY-GENERAL: I have accepted every reasonable amendment so far proposed.

Mr. R. M. KING: The Minister has accepted amendments and I want him to live up to his reputation and be generous.

Mr. RUSSELL (*Hamilton*) [12.51 p.m.]: We have given a good deal of thought to this matter and we are very glad the Minister has granted the right of appeal, which shows that he is reasonable, but we think that the amount of £100 is still too high. My opinion is that the amount should be fixed at £50. Personally, I am not very keen on the magistrates court at all, but rather than restrict the right of appeal we should make the Bill a little more liberal. As the Minister was good enough on a previous occasion to accept a compromise I suggest that he might make the amount £50. Important questions of law might be involved in cases involving amounts of £50, £60, £70, and £80, but as the clause stands a party entering into a hire-purchase agreement involving £80 would be precluded from appealing from a decision of the magistrate. The Minister has certainly put up a good case for the hirer. Surely he is not going to penalise him by insisting that the minimum giving the right to an appeal should be £100. The owner as well as the hirer of the goods should be allowed to appeal against the decision of a magistrate where the amount involved is, say, £50, £60, £70, or £80.

Mr. MOORE (*Aubigny*) [12.54 p.m.]: The Minister has stated the ordinary practice which operates in the magistrates court, but what justification is there for saying that a hire-purchase agreement is on a different plane from any other agreement? Surely the same practice should operate as in other cases where the amount is over £20!

The principle has been recognised that the decision of the magistrates court is final in cases involving £20 or less. In this Bill, however, the Government are departing from the ordinary principles of justice, and from the ordinary rules of that court without reason. Provision is actually made that a person who acts in a fraudulent manner shall have the privilege of having his case heard in camera, unless the court decides to the contrary. It is a direction to the court that such cases shall be heard in camera unless there is some extraordinary reason to justify the court in deciding otherwise, and the court will carry out that direction unless some very extraordinary reason is given to the contrary. Then the right of appeal which is open to ordinary litigants, in cases involving sums up to £20, is taken away. What is the object of the Minister? Why should a person who purchases goods under a hire-purchase agreement be placed on a different plane from the ordinary person who goes into the magistrates court? This measure penalises both the owner and the hirer, who are denied the right which is accorded to ordinary litigants in the magistrates court. What is the reason for placing these people in a different class from other sections of the community? Why are they denied the right that is accorded to any ordinary individual who goes into the magistrates court? No reason has been given by the Attorney-General for the differentiation. One of the principles of British justice is that there shall be no differentiation between classes of citizens, and that the right of appeal should apply in all cases equally, irrespective of person—whether he be the highest or the humblest in the land. In this case, however, differentiation is made against people who purchase under the hire-purchase system. If I could see that the interests of the public were being served, I would not object. People who purchase under hire-purchase agreements should be in the same position as other purchasers, irrespective of who they are or what is the basis of their purchase. Whether they appeal as owners or purchasers does not make the slightest difference. They should be placed on the same footing. Nothing has been advanced by the Attorney-General to justify an alteration of the general principle. The Attorney-General would be well advised if he decided to permit the ordinary rules to operate. People ought not to be treated differently because they have purchased under a system which may mean a great deal more risk than exists in other cases.

Amendment (*Mr. Mullan*) agreed to.

Clause 15, as amended, agreed to.

At 2 p.m.,

The CHAIRMAN resumed the chair.

Clauses 16 to 18, both inclusive, agreed to.

Proposed new clause 18A "—

Mr. RUSSELL (*Hamilton*) [2.1 p.m.]: I move the following amendment:—

> "On page 8, after clause 18, insert the following new clause:—
>
> '(18A). This Act shall not apply to hire-purchase agreements where the purchase price provided for therein does not exceed twenty pounds.' "

I do not think that it is necessary to have all this intricate legislation brought to bear on small trumpery transactions such as hire purchase agreements for musical instruments or other items of a value of less than £20. It will lead to endless confusion. There ought to be some reasonable limit to the field where the Bill shall apply. If the Minister is not prepared to accept the limit

of £20 I am prepared to reduce it somewhat. I hope that he will see the reasonableness of the amendment and accept it.

The ATTORNEY-GENERAL (Hon. J. Mullan, *Carpentaria*) [2.4 p.m.]: If I accepted the amendment I might as well scrap the whole Bill. The transactions under £20 would be those entered into by the poorer people, the very class who would be most severely dealt with in the case of default and the very class who are in the greatest need of protection. Twenty pounds worth of furniture would be a very big amount to a poor man, whereas perhaps £500 worth of furniture might not be considered very much by others.

Mr. RUSSELL: Make the limit £10.

The ATTORNEY-GENERAL: I cannot accept that suggestion either.

Proposed new clause (*Mr. Russell*) negatived.

Clauses 19 to 21, both inclusive, agreed to.

The House resumed.

The CHAIRMAN reported the Bill with amendment.

Third reading of the Bill made an Order of the Day for Tuesday next.

LIFE ASSURANCE COMPANIES ACTS AMENDMENT BILL.

INITIATION IN COMMITTEE.

(*Mr. Hanson, Buranda, in the chair.*)

The SECRETARY FOR PUBLIC INSTRUCTION (Hon. F. A. Cooper, *Bremer*) [2.7 p.m.]: I move—

> "That it is desirable that a Bill be introduced to amend 'The Life Assurance Companies Act of 1901' (as amended by 'The Insurance Act of 1923'), in certain particulars."

The chief reason for the introduction of this Bill is to make it compulsory for life assurance companies to pay surrender values to life and industrial policy-holders. The Bill will provide a period for which a policy must be in existence before a surrender value shall be paid in respect of it. It will also fix the minimum surrender value. The idea of a surrender value is by no means new. It has long been a practice of many companies to fix a surrender value for ordinary policies.

The Bill will also provide for separate funds for ordinary and industrial insurance business.

The Bill also includes a number of new definitions. The definition of "company" in the present Act will be deleted, and a new definition introduced in accordance with the Companies Act passed in 1931. It will introduce new definitions of "industrial insurance business" and "industrial policies."

These will be the main provisions of the measure.

Mr. C. TAYLOR (*Windsor*) [2.10 p.m.]: I very much regret that legislation of this nature should be introduced. It should be the policy of this Government, in fact, of all Australian Governments, to take their hands off insurance companies.

Mr. WATERS: Even when they are robbing the people?

Mr. C. TAYLOR: From my knowledge of insurance companies I am able to say that they have done splendid work throughout the Commonwealth. They have built up funds to help hundreds of thousands of people to put by their savings, and given them as much assistance as it is possible for any organisation to give, having due regard for their own safety and the contingencies which may arise during the periods for which persons insure their lives. It is a very great mistake for the Government to impose limits of the nature which our little knowledge of the Bill indicates is their intention.

I will give the Committee my own experience of how one company assessed a surrender value. I took out a life policy in 1886 with the Australian Mutual Provident Society. The annual premium was £4 9s. The total amount of premiums I have so far paid is a little over £209. If I had desired to surrender that policy yesterday I would have got £352, although I had paid only £200.

Mr. WATERS: That is an isolated case.

Mr. C. TAYLOR: It is no more isolated than thousands of other cases. The company advises me that, alternatively, it will give me a fully paid-up assurance of £458 14s., participating in all future bonuses up to the time of death. That is the kind of treatment that I have received from one insurance company, and I have no complaints to make.

Mr. WATERS: That is not an industrial policy.

Mr. C. TAYLOR: I am not talking to the hon. member, but if he will listen he may learn something.

Mr. WATERS: It will take a long time to learn anything from you.

The CHAIRMAN: Order!

Mr. C. TAYLOR: It will probably take the hon. member a lifetime to learn anything.

I realise there are people who get into difficulties and cannot continue to pay insurance premiums, but I claim from my own knowledge that the large insurance companies of this country have played the game by their policy-holders and are quite willing to continue to do so.

The industrial policy is of later introduction than the ordinary policy. It has been contended by some people that contributions in respect of industrial policies enable the holders of ordinary policies to pay a lesser premium per annum than would ordinarily be the case. It must not be forgotten, however, that industrial policies are mostly for comparatively small amounts of £40 or £50, involving weekly payments by the person insured of 6d. or 1s. I do not know whether a medical examination is insisted upon, but, in any case, these small payments are made in respect of a policy that will mature at death. The system has worked splendidly throughout Australia.

Mr. LLEWELYN: The Citizens' Life Assurance Company established their office on those lines.

Mr. C. TAYLOR: The hon. member may think he knows all about it, but the stupid remark that he has just made shows that he knows nothing about the position.

Legislation of this kind will tend to make insurance rates higher and will possibly have the effect of reducing the contributions made by insurance companies to the various State Treasurers of the Commonwealth. The Australian Mutual Provident Society has paid

the following amounts in taxation in the years shown:—

	£	s.	d.
1929	320,177	7	9
1930	432,742	9	10
1931	702,377	7	3
1932	822,230	9	0

That taxation was really met from the contributions of the policyholders throughout the Commonwealth, and undoubtedly has been of considerable assistance to the various Governments, especially in the comparatively lean times through which we are passing.

The Australian Mutual Provident Society on the 31st December, 1932, had £22,829,385 7s. 2d. invested in Commonwealth securities, which includes State stocks converted in August, 1931, and on the 31st December, 1929, the amount was £14,379,685 3s., excluding State stocks later converted. Hon. members will realise the huge sums of money involved. If the company had not been carefully managed it would not have been able to render the assistance to the Commonwealth that it has given.

Mr. LLEWELYN: It is the policy-holders' money.

Mr. C. TAYLOR: The big insurance companies are huge co-operative companies, established for the benefit of the policyholders associated with them. They are not proprietary concerns—they do not pay dividends to individuals. They pay salaries—and good salaries no doubt—to the men who are in control of their affairs and destinies in this and other States. No one minds that. Some men would be cheap at £1,000 a year while others would be dear at £300 a year.

Mr. GAIR: Your party is always growling about what we pay our public servants.

Mr. C. TAYLOR: I am not arguing as to what our party is growling about. I am dealing with what I consider a big national matter. Recently the company which I have mentioned came to the assistance of the Water and Sewerage Board in Sydney by lending it £2,500,000 to enable it to give employment and carry out necessary work. If there is any better national service than that I would like to know what it is. I regret very much that there should be any interference whatever with these companies by means of a Bill such as this. The Minister may have cases of hardship before him, but I am sure that the number of people who have suffered by any action of the accredited life assurance companies in Australia is very small indeed. If that were not so, they could not have carried on as successfully as they have done.

It is quite impossible for the ordinary layman to fix what are called the actuarial tables of the amount of contributions required to carry on a business such as this. During the discussion recently on the Railway Superannuation Acts Repeal Bill we were informed that Mr. Thodey, who is looked upon as one of the most competent actuaries in Australia, told the Government and the people of Queensland plainly that a scheme which we had in operation here was unsound, but the ordinary individual is quite incapable of forming an actuarial opinion as to what should be either the contributions or the surrender values of policies when the persons insured fail to keep up their payments. If the Bill is passed what will happen? In order to compensate themselves for the greater risk—because it certainly will mean greater risk and a greater amount of control will be taken out of their hands—they will probably increase their rates, or decrease the benefits they give. Then the whole of the policy-holders in Australia will suffer. I am very sorry indeed that such a Bill as this has been introduced.

Question—"That the resolution (*Mr. Cooper's motion*) be agreed to"—put and passed.

The House resumed.

The CHAIRMAN reported that the Committee had come to a resolution.

Resolution agreed to.

FIRST READING.

The SECRETARY FOR PUBLIC INSTRUCTION (Hon. F. A. Cooper, *Bremer*) [2.23 p.m.], presented the Bill, and moved—

"That the Bill be now read a first time."

Question put and passed.

Second reading of the Bill made an Order of the Day for Tuesday next.

TRAFFIC ACTS AMENDMENT BILL.

SECOND READING.

The HOME SECRETARY (Hon. E. M. Hanlon, *Ithaca*) [2.25 p.m.]: I move—

"That the Bill be now read a second time."

I think most members will admit the necessity for this Bill. It contains three important principles, the first being that by which we propose to deal with what have become known as "hit and run" motorists. Another deals with the registration of motor cycles and sidecars which are entering into competition with ordinary four-wheeled vehicles for commercial purposes. The Bill proposes to bring them under the same traffic regulations as govern the vehicles with which they are coming into competition. The third principle in the Bill is involved in the clause to give power to hold inquiries into such accidents as the Governor in Council may think merit special inquiry.

Dealing with the last matter first, I desire to point out to hon. members that there have been many accidents which have caused the authorities to take action with an effort to prevent their repetition, such as the very serious accidents which have happened at some of our level crossings. Although there have been a considerable number of accidents there may not have been a great number of casualties. The casualties are sufficiently numerous, however, to make us realise that accidents are, unfortunately, only too liable to occur in circumstances endangering life. There have been accidents at quite a number of other places in the city and in other parts of Queensland. One place in particular that has caught my eye as the cause of many accidents to motorists is a point at the corner of Merivale and Ernest streets, South Brisbane. My attention has been drawn to a number of accidents that have occurred there recently, and the department has asked the police to investigate them and find out how many accidents have occurred at that particular place. It is not a very busy traffic centre and is not in a main traffic route. At no time of night or by day is

it a busy intersection, yet there have been twenty-four motor accidents at that corner in the past five years. We are therefore justified in thinking that there must be something wrong there which needs serious attention. That corner must have some features which render it specially dangerous to motor traffic, and in order to protect the lives of the people we must ascertain the cause of the trouble and take action to remove it.

Regarding the second point, the police have reported that twenty-eight three-wheeled motor vehicles with sidecar attachments are now plying for hire in the city, whilst twenty-one others are used for the purpose of delivering goods, but they have no figures from any other traffic district in Queensland. The fact that there are forty-nine of these vehicles now operating in Brisbane, and although their use in these ways is of recent introduction, has led the police to believe that they are going to be a very popular means of transport and delivery of goods. For that reason they should be brought under the same regulations as other vehicles which are operating in similar manner.

Another question to be dealt with is the lighting of these vehicles, and also of push bicycles, which in both cases requires attention. Many ordinary bicycles are used without a head light or a reflector at the rear. Any motorist knows that such a push bicycle is a cause of very serious danger and occasions accidents to pedestrians. To a person who is knocked down and injured it does not matter what the offending vehicle is. We are endeavouring to tighten up the regulations governing all forms of vehicles.

The most important feature of the Bill is that portion which deals with what has become known as "hit and run" motorists, and perhaps it would be well for hon. members to know the number of accidents that have occurred in Queensland in recent years in which loss of life and injury have resulted. From the Registrar-General's Department we have obtained particulars of them, classified according to whether they were avoidable or not. I propose to read the table to hon. members who I think will understand the terms employed. For instance, the heading of one column "Accidents avoidable by motorists" indicates that the accidents enumerated thereunder would not have happened had the motorists exercised due care. The figures for Queensland for the last three financial years are—

NUMBER OF PERSONS AFFECTED BY MOTOR ACCIDENTS IN QUEENSLAND, 1930-1932.

Causes of Motor Accidents.	1930.		1931.		1932.	
	Persons Killed.	Persons Injured.	Persons Killed.	Persons Injured.	Persons Killed.	Persons Injured.
(*a*) Accidents avoidable by Motorist— Due to—						
Excessive speed	10	129	10	120	15	139
Negligent driving	10	158	6	153	8	220
Other avoidable causes	22	312	22	273	24	236
(*a*) Total Avoidable	42	599	38	546	47	595
(*b*) Accidents unavoidable by Motorist— Due to—						
Carelessness or infirmity of pedestrians	15	186	16	161	20	172
Cyclists	7	106	8	99	3	94
Road faults	5	65	5	27	3	30
Other unavoidable causes	7	324	13	317	10	241
(*b*) Total Unavoidable	34	681	37	604	36	537
Grand Total all Motor Accidents	76	1,280	75	1,150	83	1,132

Summary, Three Years.

Causes of Motor Accidents.	Killed.	Injured.	Total.
(*a*) Accidents avoidable by Motorist— Due to—			
Excessive speed	35	388	423
Negligent driving	24	531	555
Other avoidable causes	68	821	889
(*a*) Total Avoidable	127	1,740	1,867
(*b*) Accidents unavoidable by Motorist— Due to—			
Carelessness or infirmity of pedestrians	51	519	570
Cyclists	13	299	312
Road faults	13	122	135
Other unavoidable causes	30	882	912
(*b*) Total Unavoidable	107	1,822	1,929
Grand Total (*a*) and (*b*)	234	3,562	3,796

Hon. E. M. Hanlon.]

From those figures hon. members will realise that there is an urgent need for an improvement of our traffic laws and that some attempt should be made to deal with the person who is criminally negligent in the control of a motor vehicle. The police records show that the following accidents occurred between 1st June, 1931, and 18th September, 1933, in the area known as the Brisbane Metropolitan Police Division—

HIT AND RUN MOTORISTS.

Number of accidents in which persons were killed or injured	52
Number of persons killed	4
Number of persons injured	54
Number of accidents in which no person was killed or injured	151

STREET ACCIDENTS WHERE MOTORISTS STOPPED AFTER ACCIDENT.

Number of accidents in which persons were killed or injured	1,602
Number of persons killed	38
Number of persons injured	1,742
Number of accidents in which no person was killed or injured.	2,802

Those figures clearly show that some attempt should be made to deal with the evil. Whilst we may be inclined to think that the mere infliction of a penalty upon the "hit and run" motorist when caught will not solve the difficulty, at all events it will perhaps act as a deterrent. Knowledge of the fact that if he is caught he will suffer a severe penalty for not stopping to render assistance and report to the police may have a steadying effect. That, in itself, does not deal with all the accidents that have occurred. It will not prevent accidents due to carelessness. The majority of the motorists who are involved in an accident remain to render what assistance they can, and considering the number of accidents the few who run away and render no assistance at all is very small indeed.

The Bill merely deals with the points to which I have referred. There are ample powers under the present Act to tighten up the existing regulations. If motorists would only display a little respect for the traffic regulations and would extend consideration to other road users, the number of accidents would be greatly decreased. We intend, in addition to punishing "hit and run" motorists, to tighten up the regulations so that they may be better policed, and our object is the reduction of the number of accidents, whether they are avoidable by motorists, or caused by the carelessness of other users of the road.

Mr. MOORE (*Aubigny*) [2.36 p.m.]: We have every sympathy with the object of the Minister in introducing a Bill of this sort. I shall deal first with the third point to which he referred in his opening summary. I can see no reason to insert a clause providing for the holding of inquiries into accidents. Surely it is within the province of the Government, if they wish to discover why accidents are so prevalent at a particular place, to hold an inquiry without inserting a clause to that effect in this Bill! Ordinary common sense dictates that those in authority should go into the reason or cause, whether it be the inability of the driver to see round the corner, the conformation of a corner, or anything else. It is, of course, necessary that such inquiries should be held in order to devise some means of minimising accidents.

The provision for the proper lighting of push bicycles and motor cycles is very ardently desired. The inadequacy of proper lighting of motor cycles and push cycles and the habit many persons have of walking along the middle of roads, especially in the suburban areas, are a nightmare to motorists. I hope the regulations in these matters will be tightened up. They are in existence; the trouble is they are not observed.

The Minister referred to the necessity for regulations governing traffic, but one thing which we should expect is that such regulations shall be based on common sense. That is necessary if they are to be capable of being observed. We all know perfectly well that if the regulations under the Traffic Acts to-day were observed, we would have a complete hold up of traffic. For example, one would draw upon oneself a stream of abuse from the police directing the traffic if when driving a motor car one turned a corner at a speed not exceeding 4 miles an hour. The police officer would pretty soon call on you to hurry up and not hold up the traffic. The regulations must have due regard to the class of traffic it is desired to regulate. It may be all right for a horse-drawn vehicle to turn a corner at a speed not exceeding 4 miles an hour, but to say that motor traffic should not turn corners at a greater rate of speed is reducing the regulations to a farce and an absurdity. It cannot be observed. Similar remarks also apply to the notices of limitations on the speed of motor vehicles which we see exhibited on many sign boards, not only in the city and suburbs, but also in the rural areas. They are out of date under present circumstances, and their observance would create a greater menace to the community than their infraction.

We are in sympathy with the Minister in his desire to legislate to deal with the "hit and run" motorists, and any common-sense method which can be devised, particularly in relation to compelling people involved in motor accidents to stop and render all the assistance they can to the victims, will receive the cordial support of this side of the House. I doubt, however, whether it will be practicable in all cases to report an accident within twenty-four hours of its occurrence to the nearest police station. It is practicable in and around Brisbane to do so in an hour, but there are parts of Queensland where it will be impossible to report the accident within a fixed time, as stated by the Minister. The conveniences or the opportunities may not exist, and often the means of conveyance may be limited.

The bulk of the Bill is framed with the object of minimising accidents, but we cannot by Act of Parliament prevent carelessness on the part of motor drivers or pedestrians. One of the great difficulties of motor drivers, especially at night time, is the growing practice amongst pedestrians, chiefly in suburban areas, of walking on the road instead of the footpath. I do not know whether they do so because the footpaths are inadequately lighted or not, but they present a real difficulty to motorists especially when turning round corners. After all, in that case it is not the fault of the

motorist but the fault of the pedestrian in using that part of the road which is not set apart for that purpose. Footpaths are constructed for use by pedestrians so as to minimise the danger of travel, but if pedestrians wilfully refuse to take advantage of the opportunities of safe travel provided for them it may be difficult to avoid accidents. They may, for example, walk along roadways that are tree-lined, and not very brilliantly lit, and where, perhaps, deep shadows make visibility very poor. A responsibility to observe traffic laws rests on the pedestrian just as much as on the motorist. That responsibility should be recognised by both sections of the community. As a rule, if there is an accident, the man who is driving the car is always deemed to be at fault; but very often in the circumstances it is practically impossible for him to avoid the accident, not because he is doing wrong but because someone else is not taking advantage of the opportunities afforded for safe travel. If there is to be a suggestion of "safety first" in the traffic regulations it should be impressed upon pedestrians that they should take advantage of the opportunities for safe travel that are offered in the footpaths, rather than that they should use the roads intended for vehicular traffic. If any hon. member has driven to Sandgate, Wynnum, or any such places he will at one time or another have experienced the sudden emergence of people from dark places on to roads, not for the purpose of crossing the road but for the purpose of travelling on the road instead of on the footpath. Difficulties are created for drivers of cars by the pedestrians' own carelessness—one might even go further and say selfishness—in refusing to use the footpaths set apart for their use.

The number of accidents quoted by the Minister is, I suppose, nothing unusual, and it does not follow that there are more such accidents in Brisbane or Queensland than elsewhere.

The HOME SECRETARY: It is no consolation when you are dead to know that there are more dead people elsewhere!

Mr. MOORE: That is so; but I would like to impress upon the Minister that common sense ought to be used when framing regulations regarding speeds and other matters. The hon. gentleman might also impress upon the pedestrians that they, too, have a duty.

There is no reason why motor cycles and push bicycles used for delivery purposes should not come under the ordinary traffic regulations. Very many horse-drawn vehicles that travel at night are unlighted; in fact, it is more common to find them unlighted than otherwise. Of course, they are not such a menace, being larger and slower and easier to see. Nevertheless, if regulations are framed regarding the lighting of motor vehicles and bicycles, it is just as well that the same vigilance be exercised in connection with them.

Only the other day I read the comments of the Police Department on the difficulty experienced in combating what is termed the "one-eyed" motorist. It is confusing enough to a motor car driver to be almost blinded by the powerful headlights of a car coming from the opposite direction, but the difficulty is accentuated where the approaching motor car has only one headlight. One night last week when motoring to Sandgate I passed eleven motor cars with only one headlight each. It would hardly be counted as an excuse for an accident if I put forward such a lack of lighting in the other car as a reason for misjudging distance. It would be just as well to provide that the regulations with regard to lights should apply to all and be stringently enforced. That will be one method of decreasing the great number of accidents caused through carelessness.

The Bill is brought in for a benevolent purpose, and if the regulations are framed from a common-sense point of view and in accordance with recognised practice in other places, it will probably have a good effect, and hon. members on this side will give it their hearty support.

Mr. TOZER (*Gympie*) [2.49 p.m.]: I see nothing to find fault with in the Bill because its provisions are such as any reasonable person could carry out. But we have to remember many people usually possessed of common sense unfortunately take too much liquor, and that fact, I think, is responsible for most of the accidents which occur. Other accidents are brought about by persons losing their heads in emergency and instead of putting the brake on, for example, depressing the accelerator pedal.

Something should certainly be done with regard to the "hit and run" motorists. Unfortunately there are men who would run into something or somebody and accelerate to get away, so that they may not be known. I do not think the Bill will do away altogether with the "hit and run" motorist, but it will be a deterrent and cause many people to try to drive more steadily. There is no necessity to speed as many motorists do. A speed of 20 or 25 miles an hour is quite fast enough for the ordinary person, and I do not know why people want to drive at 40 or 50 miles an hour in order to pass other cars, but they have the necessary power and it is perhaps natural that some use it. Nobody likes driving behind another car and naturally a driver feels inclined to speed up and pass it when—if one does not take due care and watch carefully—the chances are that there will be an accident. If one person drives carefully and another drives carelessly, the chances are that the careless driver will run into the other fellow. It is hard to deal with every point that crops up in connection with motor car accidents. I quite agree with the "hit and run" provision, because if there is an accident the car driver should stop and investigate the damage. If he is not responsible then he would not be blamed, but under this Bill he will be responsible unless he has some legitimate excuse. Perhaps there may be some defect in his engine, or in some other part of the car which he can urge in justification, and that will be taken into consideration, although, nevertheless, he may be liable for a certain amount of damages.

I also agree that there should be some provision dealing with motor cycles and sidecars. The Traffic Acts should apply to all the State, especially since motor traffic has increased so much, but proclamations have hitherto been made applying their provisions only to certain districts.

The police have pretty full powers with regard to inquiries, but it will do no harm to give them power under this Bill to hold

other inquiries and have the circumstances surrounding accidents thrashed out. A person may be killed or injured for life through an accident, and it is far better to give power in the Bill to try to prevent accidents than that any such person should suffer because the law has been deficient.

I trust that the regulations to be framed will be reasonable. To-day we have a regulation which provides that it is an offence to drive over a street crossing at a speed exceeding 4 miles per hour; it is also an offence to drive around a corner at a speed exceeding that rate. In Brisbane, however, that regulation is not carried out. Another regulation provides that the driver of a motor vehicle must sound his horn before crossing the intersection of a street or going around a corner. Let a driver from the city go into a country centre. If he drives down the main street or crosses an intersection without sounding his horn, or if he goes round a corner at a speed exceeding 4 miles an hour without sounding it, he is liable to be prosecuted. In many cases travellers in our country districts, when thus prosecuted, express surprise and say that they were not aware that the regulations were enforced to that extent. In the country districts the magistrates are liable to enforce these regulations, but in the city they may say that although the offenders can do nothing but plead guilty, they will take into consideration the fact that the police generally do not proceed against motorists unless they exceed a speed of, say, 8 miles per hour. That is not a reasonable speed, for if a driver attempts to cross an intersection at that rate his engine is liable to stall. When amendments are being made to the regulations these things should be taken into consideration.

Another matter for attention is that—if all motorists are compelled to blow their horns at every intersection there will be an awful din in the city. In the country drivers are supposed to do it, and there are as many intersections of streets in country towns as there are in the cities. It seems somewhat absurb to compel drivers turning corners or crossing intersections to sound their horns. Police are even sent to certain points and stationed there for over an hour, and any driver of a motor vehicle who does not sound his horn is prosecuted. It has been done in my own district, where a citizen who would not break any law if he could avoid it and who is a careful driver and would not exceed the speed limit has sometimes been compelled to plead guilty to exceeding 4 miles an hour across an intersection. Steps should be taken to correct that absurdity. At Gympie there is a road that is called the Maryborough road, leading from Gympie to Maryborough, and there are two well-known intersections. There is no main road, just a grass patch, and most motorists will not use it if they can help it. Yet the authorities place a policeman there on Sunday afternoons and every motorist who passes that way and does not sound his horn is prosecuted. That is not a reasonable way of carrying out the regulations.

Another matter I would like to mention is the parking of motor vehicles at night. The regulation provides that if a motor vehicle is parked in a street the two head lights and the tail light must be burning, but that is another regulation which is not carried out in Brisbane. It is enforced in the country, and it is an unreasonable provision, especially where twenty or thirty cars are parked outside a hall or a picture show. If one's lights must remain on, one's battery runs down. Look at the waste, and for no benefit at all! If the lights are not turned on the police will probably become active on a particular night and issue a summons against practically every owner. He will be charged with failing to keep his lights burning. The matter is deserving of some consideration. I discussed the matter with the senior sergeant of police, who was inclined to agree that it would be sufficient if the headlights of the front car and the tail light of the rear car were burning, but he also warned me that if the front car moved off and the second car remained without lights all the car owners would be held responsible for failing to turn on their lights.

The traffic regulations should be framed in a reasonable way. Motor traffic has made considerable strides in the past few years and the conditions applicable to the days of the horse, when the modes of conveyance were sulkies, buggies, and dog-carts, are not applicable to motor vehicles to-day. I am sure that the Home Secretary would be prepared to take a reasonable view of this matter. The Bill is being aimed at the motor car driver, but what about the pedestrian? He should be held responsible for contributory negligence.

Mr. SPEAKER: Order! The hon. member has been allowed considerable latitude in discussing matters that are not actually contained in the Bill. He is now proceeding to discuss something that he considers should be in the Bill, but is not in the Bill. This is not the stage to discuss that matter.

Mr. TOZER: I wish to point out that it is practically impossible for a motor car driver to see a pedestrian on a bitumen road, especially if he is dressed in black, until he is close to him. Bitumen roads are ideal roads to travel on, but they are certainly a nuisance at night because it is difficult to see pedestrians on them. The lights of the car throw a peculiar glare that makes it very difficult for the motorist to see persons on a bitumen road when they are dressed in black. Something should be done in connection with that matter.

Mr. WIENHOLT (*Fassifern*) [3.4 p.m.]: I am very pleased that the Minister has introduced the Bill. There are far too many motor accidents altogether. The Minister read out a list of motor accidents, but he did not tell us the number of cases where people had been crippled for life, and that is probably worse than death itself. Motor accidents have become so numerous that this mode of conveyance has become a menace to civilisation. People talk about the horrors of militarism, but they are not in it with the number of accidents and deaths caused all over the world by motor traffic. We are becoming completely hardened to these accidents. If it appeared in the press that the same number of deaths and fatalities were caused through snakebite or something of a similar nature the people would be so stampeded that they would not venture outside their homes. The causes of ninety-nine motor accidents out of a hundred are excessive speed, and to persons taking more drink than is good for

them. It is high time that this question was considered in all seriousness. Last year a very prominent doctor told me that motor accidents alone had caused very serious financial embarrassment to public hospitals in the metropolitan areas. When we have arrived at that position it is high time that we should be asked to devote ourselves seriously to such a Bill as the Minister has introduced.

Mr. GAIR (*South Brisbane*) [3.7 p.m.]: It is quite refreshing to hear hon. members opposite agreeing with the principles of a Bill introduced by the Government. I congratulate the Home Secretary on introducing it. As many hon. members opposite have already stated, the time is long overdue for action of this nature. Accidents caused by irresponsible motorists are growing in number with great rapidity. The Home Secretary mentioned one point in South Brisbane where many accidents have occurred. There is another point on the main Ipswich road, in my electorate, where, unfortunately, several fatal accidents have occurred recently, involving the death of two or three women. Most of those accidents have been caused by irresponsible motorists who insist on breaking all speed limits. A person driving a motor vehicle who speeds, as some motor "hogs" do, and runs down a pedestrian, leaving him or her for dead, and fails to stop to render assistance, is deserving of the severest punishment that our law can inflict.

While we all agree that the motorist guilty of such an act is not entitled to any consideration or sympathy from either the court or the people, we at the same time must remember that some accidents are due to inefficient lighting, bad curves, and bad roads. It is the duty of the Government and local authorities to remedy such defects. I was glad to hear the Minister say—although the Leader of the Opposition stated that he could see no reason for it—that there is a provision in this Bill empowering the Government to do so. I have a good deal of sympathy for that motorist who at all times endeavours to do his part to avoid accidents. I am not fortunate enough to be so affluent as to own a motor car, but fortunately I have friends who own motor cars, and I often have the good fortune to ride with them. It must be admitted that many pedestrians wander aimlessly across busy streets and dangerous intersections without looking one way or the other to see whether a tram car, motor vehicle, or anything else is coming towards them.

Some reference has been made to the difficulties encountered by motorists when proceeding along bitumen roads, especially at night time. I understand that bitumen has the effect when the head lights of the car are playing on it of obscuring persons who may be crossing, particularly if they are clothed in black or other dark material. The result is that the motorist is unable to see the pedestrian until he has completely overtaken him. It will be difficult to overcome the difficulty, although if the municipal authorities provide a better street lighting system it will assist. In some cases overhead lights, creating shadows at certain angles, cause the difficulty I have mentioned.

I am very concerned about the motor traffic which passes along Gladstone road, not far distant from where I reside. Regularly, whilst waiting for a tram, I have seen motor cars passing the primary school situated nearby at speeds that I estimate would vary from 40 to 45 miles per hour. The majority of the pupils at that school are mere infants, and we cannot expect the same degree of responsibility from young children when crossing the roads as we may justly demand from adults. It is a wonder to me that more accidents have not occurred. Notwithstanding the sign, "Go Slow—School," which the R.A.C.Q. displayed at my request, many motorists continue to drive at unreasonable rates of speed. I hope that the Home Secretary, who is endeavouring conscientiously to combat the difficulty, will see that people who violate the traffic laws to the danger of human life are brought to book.

Provision is made in the measure to deal with persons driving motor cycles or bicycles without lights. The Leader of the Opposition has stressed the great menace that these people are to motorists and also to pedestrians who walk on the roadways. In many cases people use the roadways because the footpaths are in such a state of disrepair that to use them at night is to run the risk of a broken leg or ankle.

Another question concerns speed limits. Some of the speed limits in the metropolitan area are farcical, and would lead to traffic congestion if strictly adhered to. Practical consideration may require to be given to this phase of traffic legislation.

I congratulate the Minister in introducing this legislation, which I am glad to note meets with concurrence of all hon. members.

Question—"That the Bill be now read a second time" (*Mr. Hanlon's motion*)—put and passed.

COMMITTEE.

(*Mr. Hanson, Buranda, in the chair.*)

Clauses 1 to 3, both inclusive, agreed to.

Clause 4—"*New ss. 16B and 16C; duty to stop in case of accident*"—

Mr. TOZER (*Gympie*) [3.18 p.m.]: Subclause (2) of the clause reads—

> "If, in the case of any such accident as aforesaid, the driver of the motor vehicle for any reason does not give his name and address to any such person as aforesaid, he shall report the accident at a police station or to a member of the police force as soon as reasonably practicable, and in any case within twenty-four hours of the occurrence thereof."

If there was an accident between two motor cars and both drivers were injured, it might not be possible for them to report to a police station or to a member of the police force within twenty-four hours. If the accident occurred within a city or a town it would be quite possible to comply with that provision and notify the police within twenty-four hours, but if it was out some distance in the country—a driver might even have an accident by running into an animal—it might not be possible to report within twenty-four hours. It seems to me that that is too stringent a requirement.

The HOME SECRETARY (Hon. E. M. Hanlon, *Ithaca*) [3.19 p.m.]: This is one of those matters where common sense will have to be exercised by the police. It would be farcical to prosecute anyone for not reporting an accident if he was injured, and the police will not do so; but there are very few cases in which it would not be possible to

report an accident within twenty-four hours of its occurrence. No policeman would prosecute, and no magistrate would inflict any penalty if a person did not report such an accident within the time prescribed when it was impossible for him to do so. It is difficult to deal in general terms in this respect with such a large State as Queensland where conditions vary so much, but as a general rule twenty-four hours would give people ample opportunity of notifying an accident.

Clause 4, as read, agreed to.

Clause 5—"*Amendments to Schedule*"—agreed to.

The House resumed.

The CHAIRMAN reported the Bill without amendment.

Third reading of the Bill made an Order of the Day for Tuesday next.

The House adjourned at 3.22 p.m.