

1929-30.

THE PARLIAMENT OF THE COMMONWEALTH OF AUSTRALIA,
CANBERRA.

VOTES AND PROCEEDINGS
OF THE
HOUSE OF REPRESENTATIVES.

No. 48.

WEDNESDAY, 4TH JUNE, 1930.

1. The House met, at half-past two o'clock p.m., pursuant to adjournment.—Mr. Speaker (the Honorable Norman J. O. Makin) took the Chair, and offered Prayers.
2. PAPER.—The following Paper was presented, pursuant to Statute—
Public Service Act—Regulations Amended—Statutory Rules 1930, No. 57.
3. WHEAT MARKETING BILL.—The Order of the Day having been read for the further consideration of this Bill in Committee of the whole House—Mr. Speaker left the Chair, and the House resolved itself into a Committee of the Whole.

(In the Committee.)

Clause 20 debated.

On the motion of Mr. Parker Moloney (Minister for Markets and Transport), the clause was omitted, and the following clause inserted in place thereof:—

20. The Board may—

- (a) do all such things as are required or permitted to be done by the Board under any agreement authorized by section four or section four A of this Act;
- (b) where the law of a State (which is a party to an agreement in the form in the Schedule or to an agreement authorized by section four A of this Act) provides for the constitution of any authority to control the marketing of wheat in that State—enter into agreements with any authority so constituted and do all such things as are required or permitted to be done by the Board under any such agreement; and
- (c) advise the Minister on any question relating to the wheat industry which is referred to it by the Minister.

Clauses 21 and 22 agreed to.

Clause 23 debated.

Mr. Latham moved, as an amendment, That after "information" (page 7, line 3) the words "in his possession" be inserted.

Debate continued.

Amendment negatived.

Mr. Prowse moved, as an amendment, That after "to" (page 7, line 3) the words "stocks of" be inserted.

Debate continued.

Question—That the words proposed to be inserted be so inserted—put.

The Committee divided (The Temporary Chairman, Mr. Yates, in the Chair)—

Ayes, 18.

Mr. Bell	Mr. Nairn
Mr. Malcolm Cameron	Mr. Earle Page
Mr. Bernard Corser	Mr. Thomas Paterson
Mr. Josiah Francis	Mr. Prowse
Mr. Gardner	Mr. Thompson
Mr. Gregory	Mr. White
Mr. Gullett	
Mr. Hawker	<i>Tellers:</i>
Mr. Latham	Mr. Bayley
Mr. Mackay	Mr. Parkhill

Noes, 40.

Mr. Anstey	Mr. Long
Mr. Beasley	Mr. Lyons
Mr. Blakeley	Mr. W. Maloney
Mr. Brennan	Mr. McGrath
Mr. Chifley	Mr. McNeill
Mr. Crouch	Mr. McTiernan
Mr. Cunningham	Mr. Parker Moloney
Mr. Curtin	Mr. Morgan
Mr. Cusack	Mr. Edward Riley
Mr. Eldridge	Mr. Riordan
Mr. Forde	Mr. Rowe
Mr. Frost	Mr. Scullin
Mr. Gabb	Mr. Stewart
Mr. Gibbons	Mr. Theodore
Mr. Albert Green	Mr. Tully
Mr. Guy	Mr. Watkins
Mr. James	Mr. West
Mr. Jones	
Mr. Keane	<i>Tellers:</i>
Mr. Lacey	Mr. Price
Mr. Lewis	Mr. E. C. Riley

And so it was negatived.

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Mr. Hawker moved, as an amendment, That after " necessary " (page 7, line 4) the following words be inserted :—" Provided that this section shall only apply to persons residing in or growing or handling or trading in wheat produced in any State which is party to an agreement in the form in the Schedule."

Debate continued.

Amendment negatived.

Debate continued.

Clause agreed to.

Clause 24—

On the motion of Mr. Parker Moloney, the following amendment was made, after debate :—

Page 7, lines 12–15, omit " or any other prescribed bank.

(2.) Moneys standing to the credit of the account shall be dealt with in the prescribed manner."

Clause, as amended, agreed to.

Clause 25—

On the motion of Mr. Parker Moloney, the following amendment was made, after debate :—

Page 7, line 20, omit " Fifty ", insert " One hundred."

Clause, as amended, agreed to.

New Clauses—

Mr. Parker Moloney moved, That the following new clause be added to the Bill :—

2A. This Act shall be read and construed subject to the Constitution, and so as not to exceed the legislative power of the Commonwealth, to the intent that where any enactment thereof would, but for this section, have been construed as being in excess of that power, it shall nevertheless be a valid enactment to the extent to which it is not in excess of that power.

Construction of Act.

Debate ensued.

Proposed new clause agreed to.

On the motion of Mr. Parker Moloney, the following new clause was added to the Bill :—

4A. In addition to the authority conferred by the last preceding section, the execution by or on behalf of the Commonwealth of an agreement in the form in the Schedule subject to such alterations as are necessary to exclude from its application wheat of the 1930–1931 season, or of any subsequent season, with any State not a party to an agreement in the form specified by that section, is hereby authorized.

Agreements not applying to 1930–1931 season or subsequent seasons.

Mr. Gregory moved, That the following new clause be added to the Bill :—

4B. The Commonwealth may enter into, with any State not a party to an agreement in the form in the Schedule or authorized by the last preceding section, an agreement in the form in the Schedule subject to such alterations and modifications as are necessary to ensure that no payment is made by or on behalf of the Commonwealth to wheat-growers in that State in respect of the delivery of wheat by those wheat-growers but providing for the payment by the Commonwealth to those growers of an amount which bears the same proportion to any amount paid, in respect of the same season's wheat, by the Commonwealth to the Commonwealth Bank under clause ten of the agreement in the form in the Schedule, as the quantity of wheat grown in that season by those growers bears to the quantity of wheat in respect of which payment is so made by the Commonwealth to the Commonwealth Bank :

Agreements not providing for advances.

Provided that the Commonwealth shall not enter into an agreement under this section with any State unless a majority of the wheat-growers of that State have by ballot approved of the agreement.

Debate ensued.

Proposed new clause negatived.

Mr. Nairn moved, That the following new clause be added to the Bill :—

6A.—(1.) In the event of the Commonwealth making any payment to the Commonwealth Bank pursuant to clause 10 of the Schedule the Commonwealth shall pay to the wheat-growers of those States which may not have entered into an agreement in the form of the Schedule or any agreement authorized by section four or section four A of this Act an amount per bushel of wheat produced in such States and delivered for sale, equal to the average amount per bushel paid by the Commonwealth to the Commonwealth Bank pursuant to clause 10 of the Schedule.

Payments by Commonwealth.

(2.) Payments under this section shall be made out of moneys provided by the Parliament for the purpose.

Debate ensued.

Proposed new clause negatived.

Mr. Hawker moved, That the following new clause be added to the Bill :—

19A. Nothing in the last two preceding sections shall apply to the delivery for the carriage or carriage of wheat between States which are not parties to an agreement in the form in the Schedule.

Transfer of wheat between States not parties to agreement.

Debate ensued.

Proposed new clause negatived.

On the motion of Mr. Parker Moloney, the following new clause was added to the Bill :—

24A. The members of the Board shall not be personally liable for any act or default of the Board done or omitted to be done in good faith in the course of the operations of the Board.

Members of Board not personally liable.

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Schedule—

Schedule omitted.

New Schedule—

Mr. Parker Moloney moved, That the following new Schedule be the Schedule of the Bill :—

AGREEMENT made the _____ day of _____ One thousand nine hundred and thirty pursuant to the *Wheat Marketing Act 1930* of the Commonwealth of Australia and (here insert the titles of the State Statutes authorizing the execution of the agreement by such States as enter into this Agreement) BETWEEN THE COMMONWEALTH OF AUSTRALIA (in this Agreement called "the Commonwealth") of the first part (here insert the names of such States of the second, third, fourth, fifth or sixth parts as enter into this Agreement) (each of the parties (here insert as the case requires of the second, third, fourth, fifth or sixth parts) being in this Agreement referred to as a State and the expression "the States" hereinafter used meaning where the context so permits or requires all of such parties).

WHEREAS with a view to encouraging increased production of wheat in Australia promoting efficiency in the production and marketing of wheat and assisting in the stabilization of the wheat industry the general principles of an Australian-wide Wheat Marketing Scheme were formulated and affirmed by a Conference convened by the Minister for Markets and Transport of the Commonwealth and held at Canberra on the 18th and 19th February, 1930, at which were present the Ministers for Agriculture of the States of New South Wales, Victoria, Queensland and Tasmania respectively a representative of the Minister for Agriculture of the State of South Australia and representatives of Wheat-growers' Organizations in each of the States.

NOW THIS AGREEMENT WITNESSETH :

1.—(1.) This Agreement shall apply to wheat harvested during the seasons 1930–1931, 1931–1932 and 1932–1933 and during such subsequent seasons as may be mutually agreed between the parties hereto.

(2.) For the purposes of this Agreement "wheat" shall include such products of wheat as may be prescribed by or under the *Wheat Marketing Act 1930* of the Commonwealth of Australia.

2. Subject to this Agreement a Scheme for the marketing of the wheat of Australia (in this Agreement called "the Scheme") shall be established.

3. The Scheme shall be administered by a State Wheat Board in each State constituted by or under the law of that State and an Australian Wheat Board. The powers and functions of the State Wheat Boards on the one hand and of the Australian Wheat Board on the other hand in relation to the administration of the Scheme shall be as set out in this Agreement.

4.—(1.) A majority of the members of each State Wheat Board shall be elected by the Wheat-growers resident in the State. The election shall be by ballot and every Wheat-grower resident in the State shall be entitled to vote thereat. The first election shall be held before the thirty-first day of July, One thousand nine hundred and thirty, or as soon thereafter as possible.

(2.) Any reference in this Agreement to a "State Wheat Board" or to "State Wheat Boards" shall be read as a reference to a State Wheat Board or to State Wheat Boards constituted as provided by this Agreement and empowered to administer the Scheme.

(3.) For the purposes of this clause the expression "Wheat-grower" has the same meaning as that expression or any synonymous expression has in the law of the State relating to the State Wheat Board of that State.

5.—(1.) The Australian Wheat Board shall be composed of one member appointed by the Governor-General in Council and one member appointed by the Governor-in-Council of each of the States. A member appointed by the Governor-in-Council of a State shall have previously been chosen for such appointment by the State Wheat Board of that State.

(2.) The member who is appointed by the Governor-General in Council shall hold office during the pleasure of the Governor-General in Council.

(3.) The other members of the Board shall hold office for the period for which they are respectively appointed.

(4.) If the office of the member who is appointed by the Governor-General in Council shall at any time become vacant the Governor-General in Council may appoint some other person to the vacant office.

(5.) If the office of a member who is appointed by the Governor-in-Council of a State shall at any time become vacant the Governor-in-Council of that State may appoint to the vacant office some other person who shall have previously been chosen for such appointment by the State Wheat Board of that State.

(6.) The Governor-General in Council may appoint a person to be the deputy of the member appointed by the Governor-General in Council and such person shall in the event of the absence of such member at any time from any cause have all the powers and perform all the duties of that member during his absence.

(7.) The Governor-in-Council of a State may appoint a person who shall have previously been chosen for such appointment by the State Wheat Board of that State to be the deputy of the member appointed by the Governor-in-Council of that State and such person shall in the event of the absence of such member at any time from any cause have all the powers and perform all the duties of that member during his absence.

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6.—(1.) The powers and functions of the Australian Wheat Board shall relate to trade and commerce in wheat with other countries and among the States and subject thereto the Australian Wheat Board shall—

- (a) have the sole right to market sell or otherwise dispose of such of the wheat delivered to the State Wheat Board of any State as after provision shall have been made for all requirements for use or consumption within the State shall be available for export or transfer from that State ;
- (b) export and control the export and the distribution and sale after export of wheat ;
- (c) arrange the transfer inter-State of wheat and the sale of wheat so transferred or to be transferred ;
- (d) make all necessary contracts for the insurance and carriage of wheat from any place in any State to any place outside that State ;
- (e) perform such other functions in relation to wheat as the State Wheat Boards may arrange for it to perform ; and
- (f) do all such matters and things as may be necessary or convenient for giving effect to the provisions contained in paragraphs (a) (b) (c) (d) and (e) of this sub-clause.

(2.) The Australian Wheat Board may arrange with any State Wheat Board for the performance by the State Wheat Board of any of the functions specified in paragraphs (a) (b) (c) (d) and (f) of sub-clause (1.) of this clause.

7. Each State undertakes that the State Wheat Board of that State will—

- (a) permit the Australian Wheat Board to market sell or otherwise dispose of, whether in or to other countries or other States, all wheat grown within the State and delivered to a State Wheat Board and not required for use or consumption within the State including wheat which is to be exported or transferred from that State in the form of flour ;
- (b) accept and carry out the instructions of the Australian Wheat Board regarding the allocation between the States of the sales and the shipping and consigning of wheat ; and
- (c) collaborate with the Australian Wheat Board in all such respects as may be necessary to give effect to this Agreement.

8.—(1.) The State Wheat Board of each State shall—

- (a) take delivery at a railway station or other usual place of delivery of—
 - (i) all wheat harvested in that State during the seasons 1930–1931, 1931–1932 and 1932–1933 and during such subsequent seasons as may be mutually agreed between the parties hereto ; and
 - (ii) all wheat of the said seasons whether grown in that State or not, which may be required by or under Commonwealth legislation or by arrangement with another State Wheat Board to be delivered to the State Wheat Board of that State,
 subject to such exemptions as are or may be provided by the law of the State in which the wheat is grown or as such State Wheat Board with the concurrence of the Australian Wheat Board may decide ;
- (b) issue delivery notes for all deliveries of wheat to the State Wheat Board ;
- (c) issue to each of the persons making deliveries of wheat to the State Wheat Board a certificate as specified in sub-clause (3.) of this clause ;
- (d) arrange for payment to the persons making deliveries of wheat to the State Wheat Board of all amounts payable to them ;
- (e) perform such of the functions specified in paragraphs (a) (b) (c) (d) and (e) of sub-clause (1.) of clause 6 of this Agreement as the Australian Wheat Board may arrange for it to perform ;
- (f) subject to clause 6 of this Agreement and to paragraph (e) of this sub-clause store transport distribute sell and dispose of the wheat delivered to the State Wheat Board and do all such matters and things as may be necessary or convenient for giving effect to the provisions contained in this paragraph and the preceding paragraphs of this sub-clause.

(2.) The State Wheat Board may arrange with the Australian Wheat Board or the State Wheat Board of any other State for the performance by the Australian Wheat Board or the last-mentioned State Wheat Board of any of the functions specified in paragraphs (a) (b) (c) (d) and (f) of sub-clause (1.) of this clause.

(3.) The certificate to be issued pursuant to paragraph (c) of sub-clause (1.) of this clause shall entitle the person making the delivery of wheat of any season to receive in respect of the wheat—

- (a) on delivery of the wheat an amount per bushel less dockages (if any) which amount shall be four shillings per bushel less dockages in respect of wheat of the 1930–1931 season ; and
- (b) if after adjustments (if any are to be made) have been made as set out in clause 15 of this Agreement the total proceeds of sales of wheat of that season delivered to a State Wheat Board and grown in the State in which the wheat so delivered by that person was grown shall exceed the sum of the following amounts :—
 - (i) the aggregate of the amounts as specified in paragraph (a) of this sub-clause payable to the persons making deliveries of wheat of that season grown in the State in which the wheat so delivered by that person was grown ;

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- (ii) the amount of the freight and other expenses expended or incurred by the State Wheat Board of the State in which the wheat so delivered by that person was grown in respect of the storage, handling, dealing with, insurance, sale or other disposal of the wheat of that season grown in that State and its carriage and delivery to and on board ship or to any destination in Australia and otherwise in and about the marketing of the wheat of that season grown in that State ;
- (iii) the interest (if any) on the amounts specified in paragraphs (i) and (ii) of this sub-clause ; and
- (iv) such proportion of the expenses and costs expended or incurred by the Australian Wheat Board as provided in sub-clause (1.) of clause 9 of this Agreement as shall in respect of that season be borne by and be chargeable to the State Wheat Board of the State in which the wheat so delivered by that person was grown,

a further amount which shall bear the same proportion to the excess as the quantity of wheat of that season so delivered by the said person shall bear to the total quantity of wheat of that season delivered to a State Wheat Board and grown in the State in which the wheat so delivered by the said person was grown, but so that, other than in the State of Queensland, provision shall be made for the deduction of the rail freight to seaboard (as customary) in respect of the quantity of wheat of that season so delivered by the said person.

9.—(1.) All the expenses and costs expended or incurred by the Australian Wheat Board shall be provided for in a manner to be mutually arranged between the Australian Wheat Board and the State Wheat Boards.

(2.) All proceeds of sales by the Australian Wheat Board shall be distributed between the States in proportion to the quantity of wheat made available to the Australian Wheat Board by the States.

10. At such times as wheat is offered for sale to any other country preference shall be given to millers for the purchase of reasonable quantities of wheat at the same price for the purpose of enabling them to export the wheat in the form of flour to such other country and, in the event of millers desiring wheat for export as flour to an overseas destination to which Australian wheat is not customarily sold, wheat may be made available to such millers at the same price as if the wheat were to be exported to the United Kingdom.

11.—(1.) The Commonwealth and each of the States in which a State Wheat Board shall be constituted shall jointly guarantee to Wheat-growers in respect of wheat of the season 1930-1931 grown in that State and delivered to a State Wheat Board a payment of four shillings per bushel of fair average quality wheat. Such payment shall be less the dockages assessed on wheat of below fair average quality or wheat delivered in inferior sacks or in bulk.

(2.) If the Governments of the Commonwealth and any of the States (not being less than three) in which a State Wheat Board shall be constituted shall consider it desirable so to do such Governments may likewise jointly guarantee to Wheat-growers in respect of wheat harvested in those States during the seasons 1931-1932 and 1932-1933 or either of them a payment per bushel of fair average quality wheat delivered to a State Wheat Board at a railway station or other usual place of delivery of such amount as may be fixed by such Governments and in that event the provisions of this Agreement in relation to the payment of four shillings provided for by sub-clause (1.) of this clause shall apply in all respects in relation to the amount so fixed as if that amount were inserted in this agreement wherever the amount of four shillings appears in this Agreement and as if the seasons 1931-1932 and 1932-1933 or either of them as the case may be were inserted in this Agreement wherever the word and figures " season 1930-1931 " appear in this Agreement.

12. The aforesaid payment to the Wheat-growers and the freight and other expenses in respect of the storage, handling, dealing with, insurance, sale, or other disposal of the wheat of the season 1930-1931 and its carriage and delivery to and on board ship or to any destination in Australia and otherwise in and about the marketing of such wheat (not exceeding in the whole the sum of eightpence per bushel) will be advanced by the Commonwealth Bank of Australia (in this Agreement called the " Commonwealth Bank ") to the State Wheat Boards and the Commonwealth will guarantee to the Commonwealth Bank the repayment of the amount of all payments to the Wheat-growers and all freight and other expenses as aforesaid, together with interest on such amount.

13. All proceeds of sales either in Australia or outside Australia of wheat of the season 1930-1931 grown in any State and delivered to State Wheat Boards pursuant to this Agreement shall be paid into the Commonwealth Bank and should such proceeds be less than the amount of the payments to the Wheat-growers and the freight and other expenses advanced by the Commonwealth Bank as aforesaid in respect of such wheat, together with interest on such amount, the Commonwealth will pay to the Commonwealth Bank half of the deficiency and that State will pay to the Commonwealth Bank the remaining half of the deficiency.

14.—(1.) The State Wheat Board of each State shall execute any security or undertaking and give any certificates and make any returns that may be required by the Commonwealth Bank in respect of wheat grown in that State and delivered to State Wheat Boards and in respect of payments on account of such wheat.

(2.) The State Wheat Board of each State and the Australian Wheat Board shall enter into such agreements with the Commonwealth Bank as may be necessary for the effectual carrying out of the Scheme.

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15. In the event of the average net realization of wheat of any season for use or consumption within the States being greater than the average net realization of wheat exported, an equalization shall be effected between the respective State Wheat Boards, and any financial adjustments necessary shall be made accordingly by the Australian Wheat Board acting as a clearing house, and the State Wheat Boards concerned shall pay on demand by the Australian Wheat Board such amounts as by such equalization account may be shown to be due by them and the Australian Wheat Board shall disburse to the State Wheat Boards concerned such amounts as may by such equalization account be shown to be due to them :

Provided that prior to the effecting of such equalization any advantage of a State arising—

(a) from its geographical position ;

(b) from any shortage in its production, during the season to which the equalization applies, owing to unfavorable conditions in that season ; or

(c) from an excess in the average price enjoyed in respect of wheat of the 1929-1930 season sold for use or consumption within the State over the average price of Australian wheat of that season sold for export,

shall be taken into consideration and accounted for to the State Wheat Board concerned accordingly.

Mr. Nairn moved, as an amendment, That " 1931-1932 and 1932-1933 " be omitted from clause 1 of the proposed Agreement.

Debate ensued.

Amendment negatived.

Mr. Hawker moved, as an amendment, That the following proviso be added to clause 1 of the proposed Agreement :—" Provided that this Agreement shall not operate in respect of any season after the season 1932-1933 unless its continued operation is approved by a ballot of wheat-growers taken in each participating State."

Debate continued.

Amendment negatived.

Mr. Prowse moved, as an amendment, That the following sub-clause be added to clause 1 of the proposed Agreement :—

" (3.) For the purposes of this Agreement wheat carried over from any season previous to the season 1930-1931 shall be deemed to be wheat of the season 1930-1931."

Amendment negatived.

Debate continued.

On the motion of Mr. Parker Moloney, by leave, the following amendment was made :—Add the following to clause 7 of the proposed Agreement :—

" (2) that it will take such action as may be necessary to ensure that except for such purposes and upon such terms and conditions as the State Wheat Board of that State may determine no wheat in that State carried over from any season prior to the season 1930-1931 shall after the commencement of that season be available for use or consumption within that State."

On the motion of Mr. Latham, the following amendment was made, after debate :—Insert the following sub-clause after sub-clause (1.) of clause 8 of the proposed Agreement :—

(1A.) The State Wheat Board may appoint persons firms or corporations as agents for receiving and handling wheat in the State at railway stations or other usual places of delivery but shall not appoint any one person firm or corporation to act at more than six railway stations or other such places of delivery unless and until tenders shall have been called for the rendering of such services.

Mr. Prowse moved, as an amendment, That in paragraph (3.) (a) of clause 8 of the proposed Agreement, after " 1930-1931 ", the figures and word " 1931-1932 and 1932-1933 " be inserted.

Amendment ruled out of order, on the ground that its effect would be to increase the amount of the appropriation required.

On the motion of Mr. Parker Moloney, by leave, the following amendment was made :—

Paragraph (3.) (b) of clause 8 of the proposed Agreement, omit " , other than in the State of Queensland, provision shall " , insert " provision may " .

Progress to be reported, and leave asked to sit again.

The House resumed ; Mr. McGrath reported accordingly.

Resolved—That the House will, at the next sitting, again resolve itself into the said Committee.

4. ADJOURNMENT.—Mr. Parker Moloney (Minister for Markets and Transport) moved, That the House do now adjourn.

Debate ensued.

Question—put and passed.

And then the House, at seventeen minutes past eleven o'clock p.m., adjourned until to-morrow at half-past two o'clock p.m.

MEMBERS PRESENT.—All Members were present (at some time during the sitting) except—Mr. Donald Cameron, Mr. Coleman*, Mr. Culley, Mr. Fenton, Mr. Roland Green, Mr. Hill, Mr. Holloway, Mr. Hughes, Mr. Hunter, Mr. Killen, Mr. Lazzarini, Mr. Mathews*, Mr. Maxwell, and Mr. Nelson.

* On leave.

E. W. PARKES,
Clerk of the House of Representatives.