

The amendment was agreed to, and the Bill reported.

The House adjourned at eleven o'clock, p.m.

## LEGISLATIVE COUNCIL,

*Tuesday, 15th August, 1882.*

Superintendent of Roads: Expenses of Supervision—  
Railways Act Amendment Bill: first reading—  
Loan Bill, 1882: first reading—Coastal Steam Service—  
Eastern Railway Extension Bill: first reading—  
Card Cheating Bill: first reading—Excess Bill, 1881: referred to Select Committee—Bills of Sale Act Amendment Bill: in committee—Scab Act Amendment and Consolidation Bill: further considered in committee—Message (No. 3): consideration of referred to a Select Committee—Jury Act Amendment Bill: further considered in committee—Imported Labor Registry Bill: further considered in committee—Masters and Servants Act Amendment Bill: third reading—Adjournment.

THE SPEAKER took the Chair at seven o'clock, p.m.

PRAYERS.

### SUPERINTENDENT OF ROADS: EXPENSES OF SUPERVISION.

MR. CAREY, in accordance with notice, drew the attention of the House to the returns laid on the Table by the Colonial Secretary relative to the expenditure of the balance of the Road Loan, and the expenses already incurred by the Superintendent of Roads and the Assistant Superintendent for supervision. The hon. member said the resolution which he intended moving with reference to this matter was one which he was sure would meet the approval of most if not all hon. members in that House. His object in drawing attention to the returns was in order to show the House the very heavy cost which the supervision of this Road Loan entailed. It appeared from these returns that we had been paying no less than £2,355 13s. 3d. for superintending the expenditure of £38,000, up to the 30th June last. He found

that in salary alone Mr. Higman had been paid, between January 19th, 1879, and June 30th of the present year, a sum of £1,178 5s., and that his allowances during the same period amounted to £752 7s. 6d. The salary paid to the Superintendent was, according to these returns, £1 per diem and 15s. for personal expenses, and an additional 10s. he believed for horse hire, when he did not travel by coach or steam conveyance, thus making in all the very handsome sum of £2 5s. per day when on duty, away from Perth. He found that in the Vasse District there had been expended during the years 1881-2, under the supervision of the Superintendent, the enormous sum of £191 1s. 5d., for the supervision of which expenditure it appeared we had paid no less than £71 2s. The noble lord had told him that this £71 2s. could not fairly be chargeable to supervision of works at the Vasse alone, but that half-a-day ought to be deducted from each occasion on which the Superintendent travelled to Vasse from Bunbury, and this ought to be charged to the Wellington District. Well, half-a-day occasionally could not amount to a very heavy charge, and, that being the case, hon. members would observe that very nearly half as much money had been expended on supervision as upon the work supervised. The cost of supervision, he might point out, would be a very small matter indeed, if the money had been well expended; but he thought nine-tenths of the people of the Colony would agree with him that the Road Loan money had not been well spent, but that, on the contrary, our roads and bridges were in a worse state now than they were in before one penny of this loan was expended upon them. The Albany road was now in such a state that passengers who wanted to go by the mail coach had to be left behind, the other day. The Toodyay road, too, he was informed was in a worse state at the present day than it was before any of this borrowed money was spent upon it under Government supervision. The same might be said of the other roads of the Colony, and in many cases it might justly be said that the money had been squandered away. In proof of this, he might say that he had a return given to him by the Bunbury Jarrah Timber Co.,

from which it appeared that tenders had been called by the Superintendent of Roads in the beginning of the year for repairing the Collie and the Brunswick bridges, and on the 5th February a tender for the work was accepted by Mr. Jewell, the Acting Director of Works, on behalf of the Works Department. That tender was for 85 loads of timber, at £6 per load,—that being the estimated quantity of timber required for the work according to specification. Now he could understand, that, when inviting tenders for bridge repair, the quantity of timber for which provision was made should be in excess of the quantity actually required in the first instance, inasmuch as during the course of reparation other repairs which had not been noticed might crop up. But what was the case with regard to this contract? The quantity of timber called for in the first instance, and that for which a tender had been accepted in February, was 85 loads; but some time afterwards, in March he believed, when the Superintendent of Roads visited the district, a second specification was put in, for 29 loads less than the quantity of timber first called for, which at £6 per load represented nearly £200. This he could only regard as wasteful expenditure. He noticed from the return which the company had furnished him with, that in one item there was a reduction from 13 loads to 4 loads, and in another no less than 53 pieces; another, 72 instead of 112; again 72 instead of 163, and 28 loads instead of 50 loads,—all less than in the original specification, and that the same discrepancy was apparent as regards the lengths, making on the whole a difference of 29 loads, a very considerable item indeed. Had it been more than the quantity specified in the first instance, it would not so much surprise him, but when they found it less it appeared to him a very strange proceeding indeed. Again—it might seem a very small matter and scarcely worth mentioning, but he referred to it in order to show how carelessly things were done—while repairs were going on at the Collie bridge it was found necessary to renew the balustrades, but, strange to say, the bridge was only supposed to have one side, and timber for one side only was ordered. At the same time that

these tenders were called for a bridge near Trigwell's, on the Preston, was included. The Resident Magistrate at Bunbury—a thoroughly practical man— noticing that tenders were invited, and, hearing that no repairs were required to the bridge in question, he, in company with the hon. member for Wellington, proceeded to inspect the bridge, and found it needed no repairs at all. Mr. Clifton reported to that effect to the Colonial Secretary, and he believed nothing had been done to the bridge to this day. The cost of the repairs proposed to have been carried out by the Superintendent of Roads, and for which tenders were actually called, would, he understood, have been between £200 and £300, when, in reality, as subsequent events had shown, not one penny's worth of repair was required. At the Blackwood again, a few months ago, it was proposed to put up a bridge over a small brook, at the approach to Bridgetown. A question having arisen as to the Local Board doing the work required in cutting away part of a hill on the south side of the bridge, while the bridge itself was to be paid for out of the Roads Loan, the Superintendent visited that part of the district. He was informed by the Chairman and a member of the Board that they had notified to the Superintendent the Board's willingness to do the earth-work required; yet nothing whatever had been done, although the Superintendent's visit, at the rates of pay and allowances shown by the returns, involved an expense of £11 5s.—almost the value of the work. He was told the other day by Mr. Clarkson that a bridge on the Toodyay road, known as Walton's bridge, situated about two miles on this side of Baylup, was repaired some few months ago by the Superintendent, and Mr. Clarkson informed him that the approaches on either side were still unmade, and the bridge itself impassable. Mr. Clarkson also told him that he had called the noble lord's attention to the condition of this bridge, yet the result was as he had stated. With regard to this bridge he only spoke from hearsay, but with reference to the works at the South he spoke from what he knew. Hon. members might remember that some two years ago a correspondence took place with reference to the system of super-

vision exercised by the Superintendent over the roads, and that the various Roads Boards were communicated with on the subject, and commented severely upon the system pursued by the Superintendent. In replying to these censures, the Superintendent wrote to the Government, stating that in his administration of the Road Loan the only considerations had been "the best work on scientific principles, the best contractor at the lowest price, and good work where most needed." Well, he thought he had shown the House how far that statement was borne out by results. He had shown that the work was not done on scientific principles, and he had also shown that the work was done where it was not needed. He would not detain the House any further. He merely moved the resolution in order to show the feeling of the district which he represented, with regard to the expenditure of this Road Loan—a feeling which he believed was shared in by other districts. The resolution was as follows: "That in the opinion of this Council the cost of the supervision of Roads Loan Works (Roads and Bridges) is unnecessarily great, and that it is desirable that other and more economical arrangements should be made."

MR. CROWTHER, in seconding the motion, said that even in the absence of any other cause for commenting adversely upon the manner in which the Roads Loan was being expended, the allegations made by the hon. member for the Vasse were such as warranted the House in adopting this resolution. He was, however, aware that His Excellency had a fixed idea that so long as a penny of this loan remained unexpended, he was bound, under the conditions attached to the loan, to retain the services of the Superintendent to control its expenditure. He was sorry for it. He contended it was utterly impossible for any one man, whoever he might be, to properly supervise the expenditure of public money over such an area as this expenditure was spread, from one end of the Colony to the other. However "scientific" he might be, no man could exercise any efficient control over works extending from Cossack at one end of the Colony to Albany at the other; and he thought it was a great pity the Gov-

ernor, in his wisdom, could not see his way clear, now that the greater part of the money had been spent, to reduce the cost of supervision as regards the remainder, by entrusting it to the District Boards. He did not say a word against the Superintendent himself, but he did think it was a pity that the balance of the loan could not be expended under better supervision than at present. The hon. member for the Vasse had pointed out that in his district the expenditure of £191 had entailed an outlay of £71 in supervision, being at the rate of about 36 per cent. of the work done. He could not conceive that any sane man would allow such expenditure to be repeated. This might be an exceptional case, and possibly it was so; at the same time he was sure if His Excellency the Governor were expending this Road Loan money upon a private estate, he would very soon put an end to a system of supervision that swallowed up more than a third of the gross outlay.

THE COLONIAL SECRETARY (Lord Gifford) said the hon. member for the Vasse had taken him somewhat unawares by the line he had adopted with reference to this motion. Had he been aware that the hon. member was going to introduce into this debate certain matters which had formed the subject of correspondence in connection with the Collie bridge contract, he (the noble lord) would have been in a position to have refuted every word the hon. member had said. He was now speaking from memory, and subject to correction, but his impression was that there was a saving clause in the contract, under which the Government could order timber to be delivered at a certain time and in certain lengths, at certain places; but great difficulty had been experienced by the Government in getting the contractor to deliver it according to specification. When the Government required certain lengths at certain times, the contractor found it was not convenient for him to supply them; and when timber was wanted at one place, the contractor found it more convenient to deliver it at another place. Not only that, advantage was taken of the difficulty of obtaining timber for the contract, by charging the Government more per load for it than it could actually be

delivered on board ship. With regard to the cost of supervision, he ventured to say that if the hon. member, instead of picking out isolated and exceptional instances, had taken the gross expenditure of the money spent (about £40,000) he would have found that the cost of supervision did not amount to more than about 5 per cent. He should like to see the Roads Boards doing it at the same rate. The cost of supervision under the Board system of working was something between 8 and 10 per cent., according to the returns published from time to time in the *Government Gazette*. He was well aware that the cost of supervision in the Vasse District had been excessive, but, as he had already said, that was an exceptional case, and a great deal of it was owing to a hitch which took place in the proceedings between the District Board and the Central Committee, and, owing to this hitch, although a sum of £394 was allotted to the Vasse District in 1881, only £21 was expended. As to the relative cost of supervision and the value of the work done throughout the Colony, he again asserted that he believed he was within the mark when he stated that the proportion was not more than 5 per cent. He was somewhat surprised that the hon. member, while on this subject, had not referred to the minute appended to His Excellency Governor Ord's despatch, relating to the expenditure of this loan, where it was estimated that the cost of supervising the expenditure of the £50,000 would not be more than £1,000. Hon. members must see that was obviously a wrong estimate, considering that the expenditure was expected to extend over three years, and that the Superintendent was to receive a salary of £300 per annum, in addition to his travelling expenses. He had no objection to the resolution before the House being brought forward, but he was sure it was not the intention of hon. members to condemn either the Central Road Board or the Superintendent of Roads, without giving them an opportunity of defending themselves. As he had already said, he would, on reference to official documents, be in a position to refute the allegations made by the hon. member for the Vasse, and in order to enable him to do so, he now moved the adjournment of the debate until Friday.

MR. CAREY said he would be very happy indeed to accept the noble lord's proposition. He had no wish to make any statements that could not be borne out by facts, and if the noble lord would obtain the shorthand writer's notes of what he had stated, and submit them to Mr. Higman for his remarks thereon, the House and the country would then see how far the allegations he had made could be refuted.

The debate was then adjourned until Friday, 18th August.

#### RAILWAYS ACT AMENDMENT BILL.

THE COLONIAL SECRETARY (Lord Gifford), in accordance with notice, moved the first reading of a Bill intituled "An Act to amend the Railways Act, 1878."

Motion agreed to.

Bill read a first time.

#### LOAN BILL (£260,000), 1882.

THE COLONIAL SECRETARY (Lord Gifford), in accordance with notice, moved the first reading of a Bill to raise the sum of £260,000 by loan, for the construction of certain public works.

Motion agreed to.

Bill read a first time.

#### EASTERN RAILWAY EXTENSION BILL.

THE COLONIAL SECRETARY (Lord Gifford) moved the first reading of a Bill to authorise the further extension of the Eastern Railway.

Motion agreed to.

Bill read a first time.

#### COASTAL STEAM SERVICE.

MR. STEERE, in accordance with notice, moved: "That a Select Committee be appointed to inquire into the existing arrangements for conducting the Coastal Steam Service, and to report what steps, in their opinion, should be adopted, with a view to securing an extension of the facilities which may reasonably be expected from subsidised steam communication to the various ports of the Colony; with power to call for papers and persons; such Committee to consist of the following members:—Lord Gifford, Mr. Brown, Mr. Shenton, Mr. Marmion,

"and the Mover, and, with leave, Mr. Grant, Mr. Venn, and Mr. Carey, and "to report on Tuesday, 22nd August." The hon. member said he had moved for this Committee because there could be no doubt that a great deal of dissatisfaction did exist with reference to the present arrangements, and that there was a prevalent feeling that increased facilities ought to be granted, in view of the subsidy now paid by the Colony in respect of coastal steam communication. He commenced by moving for a Committee to inquire into the existing arrangements, which he considered a very necessary inquiry, for none of them knew exactly what these arrangements really were. They were certainly not the arrangements which that House approved of last year when it agreed to increase the subsidy, with a view to secure periodical visits by the steamers to the North-West. Under these circumstances, he thought it was very desirable that the House should know what the existing arrangements are. But his motion went further than this. It contemplated an inquiry into the most practical steps to be adopted with a view to securing an extension of the facilities which may reasonably be expected from subsidised steam communication to the various ports of the Colony. In connection with this inquiry, he thought it was very desirable that the Select Committee should ascertain whether some arrangement could not be made whereby it would be possible for the steamers to proceed from Cossack on to Roebuck Bay or some port in the Kimberley District. The Governor, in the Speech with which he opened the Session, said "the question of establishing some regular communication between Cossack and the Kimberley District is one which calls for attention," and His Excellency added that he would be glad to receive their suggestions on the subject. It appeared to him (Mr. Steere) that this could only be done by the steamer proceeding periodically beyond Cossack to the newly discovered portions of the Colony farther north. They saw people arriving here almost every mail—and he hoped to see many more in the course of next year—with the object of settling in the Kimberley District; but, with the present means of communication between this

part of the Colony and the district in question, these people might almost as well have stopped in the other colonies. He believed some hon. members were of opinion that if there was a small sailing vessel employed to ply between Roebourne and the Kimberley coast, this would answer the purpose, without the steamer going; but he was doubtful of it himself. At any rate, such a means of communication would be very uncertain, and it was this element of uncertainty which they wanted to do away with, so as to admit of intending speculators going up to have a look at the country, with a certainty of being able to return within a given time. At present, there was no knowing, once a man got up there, when he was ever going to come back, so that, practically speaking, people were debarred from visiting this part of the Colony.

The motion for the appointment of a Select Committee was then agreed to.

#### CARD CHEATING BILL.

THE ATTORNEY GENERAL (Hon. A. C. Onslow) moved the first reading of a Bill to make cheating at cards a criminal offence.

Motion agreed to.

Bill read a first time.

#### EXCESS BILL, 1881.

THE COLONIAL SECRETARY (Lord Gifford) moved the second reading of a Bill to confirm the expenditure of £8,137 10s. 4d. for the services of the year 1881, beyond the grants for that year. The noble lord said the House would observe the excess was considerably less than it was in the year before, and he hoped to be able to show that the various overdrafts were such as could not have been avoided, and that there had been every effort on the part of the Government to keep within the votes of the Legislature. As he was aware it was the intention to refer the Bill, as usual, to a Select Committee, and as probably he would be one of the members of that Committee, he need not detain the House at present by entering into any lengthy explanation as to the various items constituting the Bill, beyond glancing at the larger amounts. The first item he would refer to was the

overdraft of £99 12s. in connection with the Customs Department. This was chiefly owing to the Government having felt it necessary to keep Capt. Walcott, of the revenue cutter, and his crew, employed at the North-West for a longer period than had been provided for in the Estimates. It arose mainly on account of expenses in connection with the Revenue Cutter, and there were also sundry small charges incurred in connection with extra labor employed in the Customs Department, in the way of clerical assistance. Under the head of "Works and Railways" there was a considerable overdraft, amounting to £1,198 11s. 2d., which had been caused mainly on account of the locomotive and traffic expenses on the Eastern Railway, and there were also charges in connection with weighbridges and other things which, in reality, ought to have been provided for out of loan funds. The next item was in the Harbor and Light Department, where there was an overdraft of £139 2s. 5d., the greater portion of which would be refunded. The largest item was under the head of incidental expenses, to which was charged the clothing for the Harbor Master's crew, which would be repaid into the Treasury. There was also a slight excess under the head of beacons and buoys, caused by the erection of a beacon on Babbage Island, at the Gascoyne. Under the head of Judicial Department there had been an overdraft of £162 17s. 2d., chiefly for the payment of witnesses and jurors, and for inquest expenses, for which it was impossible to estimate with exactitude. There had been some very heavy trials during the year, and of course witnesses and jurors must be paid. There was an excess of £803 15s. 4d. in the Police vote, the largest overdraft occurring in the items of remounts, travelling expenses, shoeing, saddlery, and incidental. The overdraft under the last named head was for police clothing, which would be refunded to the Treasury. With reference to the excess in respect of remounts, this had been caused by the purchase of horses at the North-West for the expedition to Legrange Bay, for the purpose of capturing the murderers of the man Woods. There had also been two other expeditions to the Gascoyne, another to

Sharks Bay, and another to Esperance Bay to investigate into the cause of the murder of John Dunn. There was also an overdraft in the Gaol Department, amounting to £351 8s. 10d., owing to the estimate for transport, provisions, and bedding and clothing having proved insufficient. The same cause occurred in 1880, when the vote was overdrawn. The excess under the head of bedding and clothing was on account of large supplies having been obtained from England for prison use. There was an overdraft of £105 16s. 7d. in the Poor Relief Department, owing to the vote for maintenance not having proved sufficient. This was another of those items which it was impossible to estimate correctly, and which was beyond the control of any Government. The same might be said with reference to the next overdraft, an item of £154 7s. 8d. in connection with the Aboriginal Department, chiefly for provisions, and the admission of a larger number of children than usual into the Perth establishment. There was an overdraft of £61 10s. 6d. under the head of Pensions, being arrears due to Mr. Symons for the quarter ending 31st December, 1880, which was paid in 1881, and a pension to W. Regan, who was formerly employed in the Telegraph Department as a lineman, in which capacity he met with an accident and had to leave the service, but who was now employed as caretaker in the Supreme Court. He now came to the largest item of the lot, that under the head of "Miscellaneous," which amounted to £4,686 14s. 4d. Of this a sum of £2,295 was to cover a charge which the local Government could not avoid, it having been applied to pay the cost of the Water Police, as the Imperial Government had directed that this charge should be deducted from the annual grant for Magistracy and Police, thus necessitating the expense being borne by the Colonial Treasury. The other overdrafts under this head were fully explained in the Auditor General's statement of expenditure (Sessional Paper No. 26, p. 26). He was sure when the Select Committee came to inquire into all these items they would be satisfied that there had been no undue expenditure, and that the overdrafts were caused by charges which could not have been avoided. He now

begged to move the second reading of the Bill.

MR. STEERE moved, That the Bill be referred to a Select Committee, to consist of Mr. Brown, Mr. Carey, Mr. Shenton, Mr. Randell, and the mover, and, by leave, Mr. Grant and Mr. Venn; with power to call for persons and papers.

This was agreed to.

#### BILLS OF SALE ACT AMENDMENT BILL.

The House went into Committee for the consideration of this Bill, consisting of one clause only.

Clause 1.—The words “resided or,” in the sixth line of sub-section one of the 10th section of “The Bills of Sale Act, 1879,” are hereby repealed:

THE ATTORNEY GENERAL (Hon. A. C. Onslow), in order to make the Bill retrospective, moved, That the following words be added to the clause: “the said Act shall be read as though such words ‘had never been inserted therein.’”

This was agreed to, and the clause as amended adopted.

Preamble and title agreed to.

Bill reported.

#### SCAB ACT AMENDMENT AND CONSOLIDATION BILL.

The House went into Committee for the further consideration of this Bill.

##### IN COMMITTEE.

MR. STEERE moved the following new clause to be added to the Bill:—  
“When any magisterial district shall have been reported to the Governor by the Board of Advice, or such other authority as may appear sufficient, to have been ‘clean’ during a period of one year, such district shall be declared ‘by a notice in the *Government Gazette* to be ‘clean,’ and no sheep shall be permitted to come within the boundaries of the same unless accompanied by a certificate from an inspector that they had neither been infected nor suspected for a period of twelve months immediately preceding the granting of the said certificate; and any owner who without such certificate shall drive or conduct, or permit to be driven or conducted, any sheep across the boundary of a clean magisterial district as defined by this section, shall be guilty of an

“offence.” The hon. member said this suggestion had emanated from one of the inspectors (Mr. Logue), and it seemed to him (Mr. Steere) a very valuable suggestion, and one which, if acted upon, would go a long way towards eradicating scab, if flocks which had been infected could be prevented, as was here proposed, from travelling about, all over a “clean” district, as they were allowed to do at present.

MR. S. H. PARKER pointed out that the clause as now worded might lead to serious inconvenience, and the result of a district being declared “clean” might prove very detrimental indeed to that district. For instance, as regards the Kimberley District, which, being a “clean” district, might, under this clause, be debarred from importing any sheep from the other colonies. In the case of the Perth District, too, which he was happy to think was “clean” within the meaning of the Act, the citizens might be put to serious straits, by having their supply of mutton cut off. In order to allow the hon. member who introduced the clause time to give it further consideration, he would move that Progress be reported, and leave given to sit the next day.

This was agreed to.

#### MESSAGE (No. 3): CONCESSIONS TO THE JARRAHDAL TIMBER CO.

THE COLONIAL SECRETARY (Lord Gifford), in accordance with notice, moved the consideration of the message received from His Excellency the Governor, with reference to certain proposals made on behalf of the Jarrahdale Timber Co., by one of the directors (Mr. Casey), with reference to the extension of their railway from the present mill site to a point on the Albany road. The company, hon. members were aware, offered to complete the line in question, to provide locomotive engines and all necessary rolling stock, and to keep the railway in good working order, open to the public, subject to such charges and regulations as may be agreed upon by the company and the Government, provided the Government will make to the company a reasonable concession of land in part payment of the cost of the construction of the line. His Excellency, in his message, said he was of opinion that the completion of a railway from Rocking-

ham to the Albany road would be a great benefit to, and would promote the development of, the districts contiguous to the proposed Eastern terminus of the line, and that if the House should consider that the project was one which, in the interests of the Colony, it would be expedient and proper to encourage by means of a reasonable concession of land, the Governor would be happy to co-operate with the Legislature with a view to the carrying out of the proposal. Hon. members were aware that the company, which was established in 1874, had constructed a line of railway from Rockingham to Jarrahdale (the present mill site), a distance of 23 miles; and they now proposed to extend this line to a spot on the Albany road, twelve miles distant from their present terminus, conditionally upon their receiving certain concessions of land as part payment of the expenses which they must necessarily incur in doing so. It would be for the House to say whether such a line would be of any practical public utility, as regards affording facilities for goods or passenger traffic. With regard to the Rockingham terminus, the question would have to be considered,—what means of transport was to be provided for the conveyance of goods or passengers from that place to Fremantle, without which the line could not be of much use to the public. And, as regards the other terminus, on the Albany road, the question to be considered was whether such a line would tend to stimulate the agricultural development of the country in that direction, and lead to increased settlement. It was proposed to bring out the line at a point somewhere between the 31 and the 32-mile on the Albany road. He was not aware that there was any large population concentrated in this immediate neighborhood, but no doubt a great deal of traffic which now came from the Williams and that direction by road would be diverted to this railway. He would, however, suggest whether it would not be desirable, and more advisable in every way so far as the public were concerned, that the company should take the line to the farthest end of their block, a distance of about twenty-three miles, and bring it out somewhere about the 51-mile, which would greatly enhance its utility. As to the principle involved in

the scheme, that of constructing a railway on the land grant system, they had heard from the Secretary of State that the Imperial Government would not be unwilling to grant concessions of Crown land for such undertakings; and the question for the consideration of the House was whether this was a desirable occasion for putting that principle into operation. He should be sorry, either on the part of the Government, or his own part, to seek in any way to influence the House in coming to a decision with regard to the proposals submitted for their consideration in His Excellency's message. No doubt the scheme was one which was worthy of consideration, and no doubt it would receive that mature consideration at the hands of the Legislature which the importance of the proposal itself deserved. It would be of no use for us to grant these concessions of land to the company, unless we thought the railway was likely to prove of some public utility; it must not be thought for a moment that the Colony was going to part with its land on any sentimental ground, because a timber company found that its business was not a profitable one. On the other hand, if the House and the Government came to the conclusion that a line of railway, leading from Rockingham at one end to a point on the Albany road on the other, would tend to benefit the Colony, by stimulating the cultivation of land and encouraging settlement, or would afford such increased facilities of transport to the public as would justify the concession asked for, no doubt the House would be ready to give these proposals every consideration.

Mr. STEERE said it appeared to him it was impossible for the House, with the information at present before it, to enter upon a discussion of the merits of these proposals, for, in reality, there was no definite proposal before them. He thought the best plan to adopt would be to refer His Excellency's message and the letter forwarded with it to a Select Committee, to report upon the scheme, and to inquire into its feasibility, by examining Mr. Casey in person. To that end he begged to move that the message be referred to a Select Committee, consisting of the Commissioner of Crown Lands, Mr. Randell, Mr. Carey,



Mr. Brown, and the mover, and, with leave, Mr. Venn and Mr. Crowther.

This was agreed to.

#### JURY ACT AMENDMENT BILL.

The House went into Committee for the further consideration of this Bill.

THE ATTORNEY GENERAL (Hon. A. C. Onslow) said that when the Bill was passing through Committee the other day, the hon. member for Murray and Williams pointed out two or three verbal errors in the old Act, and he (the Attorney General) promised to have them rectified, and the correction incorporated in the present Bill. Since then, however, he had conferred with the hon. member on this point, and he agreed with him that it would be better to incorporate the corrections in the Statutes (Errors) Bill, and therefore there was nothing further to be done with the Bill now before the Committee, beyond letting it pass through its remaining stages.

MR. BURT said the hon. and learned gentleman in charge of the Bill did consult him in the matter referred to, and he then agreed with the hon. gentleman at the time that perhaps it would be as well that the corrections should be made in the Statutes (Errors) Bill rather than in the present Bill. But since then it had occurred to him that possibly the former Bill might not be passed this Session, and he certainly thought the error in the 28th clause of the present Jury Act should be rectified, by the substitution of the number "10" for "20," and that it would be as well to make sure of this correction being made by incorporating it with this Bill.

THE ATTORNEY GENERAL (Hon. A. C. Onslow) said he was quite ready to accept his hon. friend's suggestion, and, to that end, he would move that the following new clause be added to the Bill, to stand as clause 2:—"In the eighth line of the twenty-eighth section of the 'hereinbefore recited Act, the word 'attorney' shall be, and is repealed, and the word 'attornies' read instead thereof; and in the twelfth line of the same section, the word 'twenty' shall be, and is hereby repealed, and the word 'ten' shall be read instead thereof."

Agreed to.

THE ATTORNEY GENERAL (Hon. A. C. Onslow) said there was another error in the original Act which, though only verbal, might be attended with awkward results as regards the remuneration of special jurors. As the Act was now worded it would appear that special jurors were only entitled to one guinea remuneration, no matter how long a case might last. It might so happen that important cases may occupy the attention of a jury for a week, or even longer, and it could never have been the intention of a liberal Legislature that at the close of their extended labors the jurymen should be rewarded with one guinea only. Common jurors were paid by the day, and no doubt the Legislature contemplated that special jurors also should be paid by the day. He had therefore to move that the following new clause be added to the Bill: "In the thirty-first section of the said Act, and in the third line thereof, there shall be inserted and read, after the word 'guinea,' the words '*per diem*.'"

The clause was agreed to without discussion.

Preamble and title agreed to.

Bill reported.

#### IMPORTED LABOR REGISTRY BILL.

The House went into Committee for the further consideration of the Imported Labor Registry Bill.

THE ATTORNEY GENERAL (Hon. A. C. Onslow) said he looked with great sorrow upon this poor little Bill, which had been so hacked and mutilated that he hardly recognised it as his own offspring; but he was obliged to make the best of the innocent, to save it from being completely slaughtered. The Committee would recollect that, when Progress was reported the other day, he had promised to draft two sections, in order to meet some objections which had been raised to the Bill, in its passage through Committee. Objection, it would be remembered, was taken to one clause, because it provided that the contract entered into between an employer and an imported coolie should be signed in the presence of a Magistrate in this Colony, and it was pointed out that these contracts ought to be entered into at the port of shipment, otherwise it would be

impossible to keep a coolie to his contract, if he found on his arrival here that he could obtain more wages than the rate of remuneration he had engaged for. He therefore proposed to introduce an amendment to remove that difficulty. The other clause he had to propose was to meet an objection raised by the hon. member for Murray and Williams, who wished to have some provision made in the Bill whereby contracts entered into between employers of labor and these coolies could be rescinded, by mutual consent. He would presently move the adoption of these clauses *pro formâ*, so that they might appear on the minutes, and when the Bill came to be re-committed, hon. members would then be in a position to discuss them.

Clauses 17 and 18:

Agreed to without discussion.

Clause 19.—Punishment for forging medical certificate, and for producing or making use of such certificate:

MR. MARMION thought that as this clause was now worded masters of vessels might be innocently convicted, for making use of certificates which they had no knowledge were forgeries.

THE ATTORNEY GENERAL (Hon. A. C. Onslow) said that was easily remedied, by the insertion of the words "knowing the same to be forged." He would therefore move the insertion of these words, in the fourth line, after the word "contract."

This was agreed to, and the clause as amended put and passed.

Clause 20.—Shortening Ordinance:

MR. BURT asked if any of the sections of the Shortening Ordinance proposed to be incorporated provided for an appeal to the Supreme Court from the decision of a Magistrate under this Bill?

THE ATTORNEY GENERAL (Hon. A. C. Onslow): No.

MR. BURT: I think there ought to be a right of appeal. It is a very strict Act indeed, especially as regards the employers of these coolies, and also the masters of vessels introducing them.

THE ATTORNEY GENERAL (Hon. A. C. Onslow) said that might be done when the Bill was re-committed, as probably it would have to be.

The clause was then agreed to.

Clause 21.—Short title:

Agreed to.

THE ATTORNEY GENERAL (Hon. A. C. Onslow), pursuant to the intimation he had already given, then moved, *pro formâ*, that the following new clause be added to the Bill, to stand as clause 11:—"Such contract shall be explained to the laborer with whom it is to be made, at the port of shipment of such laborer, and shall then and there be signed by the employer or his agent; and the contract so signed shall be countersigned in the presence of a Government Resident, or Resident or Police Magistrate of the Colony, within one month of the landing of such laborer within the Colony, by the employer of such laborer." Also that the following new clause be added, to stand as clause 15:—"Any contract made under the provisions of this Act may at any time after the expiration of six months from the making thereof be rescinded by mutual consent of the parties thereto, in the presence of the Government Resident, Resident or Police Magistrate, in whose court the duplicate copy of such contract shall have been lodged; the Magistrate, in whose presence any such contract shall be so rescinded, shall make a memorandum of such rescission upon the face of such duplicate copy, and affix thereto his signature, and the date of such rescission: upon such rescission, the relation of employer and laborer within the meaning of this Act, as between the parties to the contract so rescinded, shall cease to exist."

The consideration of these clauses was postponed, until they appeared on the Minutes.

Schedule A: Form of nominal list to be furnished by masters of vessels:

MR. BURT said he had no desire to oppose the Bill in any factious spirit, but it ought to be borne in mind that, if the Kimberley District was going to be developed to the extent of its capabilities for the cultivation of tropical products, labor of the character which this Bill contemplated would have to be largely availed of, and consequently the measure was one upon which the House ought to bestow its most careful attention, so as not needlessly to hamper the development of this territory. This schedule required masters of vessels to furnish the most minute particulars with reference to

name, place of birth, apparent age, ordinary place of residence, intended place of residence, place where shipped, date of shipment, calling or occupation, and other particulars regarding every laborer introduced under the Act. Giving an incomplete list involved a penalty of ten shillings for every day for each person not included in the list, and all sorts of other penalties. With a mixed cargo of coolies, it would involve endless trouble to furnish all these petty details, and he could not help thinking they were hampering the introduction of coolies to an unnecessary extent altogether. It might be that the schedule had been well considered by the Government, and that they would not be satisfied with anything less elaborate; but he could not help thinking that, if the Bill became law in its present form, the importation of coolies would be a very hazardous undertaking indeed.

THE ATTORNEY GENERAL (Hon. A. C. Onslow) said the schedule in question was copied word for word from the Act now in existence. Apparently it might be unnecessary to furnish all this information, but, after all, he took it that it was merely a formal matter, and if a list should be incorrect in some particular, who was to prove it? It would be almost impossible for the Government to do so, without entailing endless expense and trouble, and the object in view was to induce the masters of vessels to use their best endeavors to obtain the required information. At any rate, the same provision had been in force for some years, and he was not aware that any difficulty or hardship had been experienced under it.

THE COLONIAL SECRETARY (Lord Gifford) said these lists had been forwarded to the Government heretofore, in the form provided by this schedule, and so far as he was aware the practice had given rise to no inconvenience. Some 200 or 300 had been received within the last eighteen months from Sharks Bay.

The schedule was then agreed to.

Schedule B.—Form of medical certificate:

MR. MARMION asked who was to pay the expense of a medical examination of these coolies? Also, what would be the fee which a doctor could charge?

THE ATTORNEY GENERAL (Hon. A. C. Onslow) said it would not be the master of the ship but the employer who would have to pay the expense of the medical examination. As to the fee, if the hon. member chose to introduce an amendment to the effect that medical practitioners shall not charge more than a certain fixed sum, he was at liberty to do so.

MR. MARMION said the House could not impose a duty upon a medical man, and compel him to do it upon payment of a fixed fee.

The schedule was then agreed to.

Schedule C.—Memorandum of agreement between employer and laborer:

Agreed to, with a verbal amendment.

Preamble and title—agreed to.

Bill reported.

#### MASTERS AND SERVANTS ACT AMENDMENT BILL.

Read a third time and passed.

The House adjourned at half-past nine o'clock, p.m.

### LEGISLATIVE COUNCIL,

*Wednesday, 16th August, 1882.*

South Jetty, Fremantle—Goods Shed on Albany Jetty—Bridge over St. John's Brook—Railways Act Amendment Bill: second reading—Card Cheating Bill: second reading—Scab Act Amendment and Consolidation Bill: further considered in committee—Jury Act Amendment Bill: third reading—Adjournment.

THE SPEAKER took the Chair at seven o'clock, p.m.

PRAYERS.

#### SOUTH JETTY, FREMANTLE.

MR. SHENTON, in accordance with notice, asked the Honorable the Colonial Secretary, "When the Railway Department intend making the necessary alterations to the rails to enable the Railway Trucks to be taken on to the 'old South Jetty, Fremantle?'"

THE COLONIAL SECRETARY (Lord Gifford) replied, that a scheme would be